

MATERIAL SUPPORTING THE AGENDA

XXVIa

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

October 19-20, 1978
November 30-December 1, 1978

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, Chancellor and President 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 19-20, 1978

Meeting No.: 756

Name: Official copy

BOARD OF REGENTS
of
THE UNIVERSITY OF TEXAS SYSTEM
CALENDAR
for
October 19 and 20, 1978

Headquarters and Meeting Place: Ashbel Smith Hall, Ninth Floor
201 West 7th Street, Austin, Texas

The Board meetings and the Committee meetings will be in the order listed and as nearly as possible at the approximate times specified.

Thursday, October 19, 1978

1:00 p. m. Meeting of the Board

Committee Meetings
Committee of the Whole - Executive
Session

3:00 p. m. Buildings and Grounds Committee

Friday, October 20, 1978

9:00 a. m. Meeting of the Board - To Consider Issuance
and Sale of:

U. T. Dallas Combined Fee Revenue
Bonds, Series 1978, \$9,000,000

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 (if not previously
completed)

Meeting of the Board

Telephone Numbers

Offices:

Board of Regents	471-1265
President Walker	471-1743

Hotels:

Sheraton-Crest	478-9611
Driskill Hotel	474-5911
Austin Hilton Inn	451-5757
Marriott Hotel	456-6161

Airlines:

Braniff International	476-4631
Continental	477-6716
Texas International	477-6441
Southwest	476-6353

Meeting of the Board

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

Date: October 19, 1978

Time: 1:00 p. m.

Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

A. CALL TO ORDER

B. RECESS FOR COMMITTEE MEETINGS

1. Committee of the Whole - Executive Session. --The Board of Regents will retire to the Regents' Committee Room 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:

a. Pending or Contemplated Litigation - Section 2(e)

b. Land Acquisition and Negotiated Contracts - Section 2(f)

- (1) U. T. System: Leases on West Texas Lands
- (2) Houston Health Science Center: Proposed Acquisition of President's Residence
- (3) University Cancer Center: Proposed Acquisition of President's Residence

c. Personnel Matters - Section 2(g)

2. Buildings and Grounds Committee. --To discuss and act on items listed on the agenda and any emergency or late items referred to the committee

C. RECESS TO RECONVENE AT 9:00 A. M. ON FRIDAY,
OCTOBER 20, 1978

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

Date: October 20, 1978

Time: 9:00 a. m.

Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

A. ...

B. ...

C. ...

D. RECONVENE

E. APPROVAL OF MINUTES OF REGENTS' MEETING HELD
AUGUST 3-4, 1978

F. SPECIAL ORDER

Board of Regents: (1) Resolution Authorizing the Issuance and Sale of Board of Regents of The University of Texas System, The University of Texas at Dallas Combined Fee Revenue Bonds, Series 1978, \$9,000,000; (2) Designation of Banks of Payment and (3) Award of Contract for Printing. --

BACKGROUND INFORMATION

The Board of Regents authorized that Combined Fee Revenue Bonds, Series 1978, for The University of Texas at Dallas be issued and sold at the meeting of the Board of Regents on October 20, 1978, in the maximum amount of \$9,000,000. Official Notice of this sale prepared by the Bond Counsel has been mailed to you.

Appropriate steps have been taken for the issuance of these bonds, and bids have been called for the banks of payment and for printing the bonds to be opened at 10:00 a. m. C. S. T. on October 19, 1978, in the large conference room of Claudia Taylor Johnson Hall, 210 West Sixth Street, Austin, Texas. Bids for the sale of these bonds will be opened at 11:00 a. m. on the same date and at the same place.

RECOMMENDATION AND/OR ACTION REQUIRED

A tabulation of the bids for each of the following will be distributed at the meeting. After due consideration the following action is required:

1. Adoption of the Resolution set out on Pages B of R - 3 through B of R - 16
2. Designation of Banks of Payment
3. Award of contract for printing bonds

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
THE UNIVERSITY OF TEXAS AT DALLAS
COMBINED FEE REVENUE BONDS, SERIES 1978
\$9,000,000

SALE OF THE BONDS.--As authorized, bids were called for and received until 11:00 A.M., CDT, on October 19, 1978, and then publicly opened and tabulated. A copy of the tabulation is attached.

It is recommended by the Executive Director for Investments, Trusts and Lands, joined by the President, The University of Texas System, that the Board of Regents adopt the resolution authorizing the issuance of the bonds and the sale to a syndicate headed by Loeb Rhoades, Hornblower & Co., First Boston Corporation and Donaldson, Lufkin & Jenrette Securities Corp., all of New York, New York, for the sum of par plus accrued interest to date of delivery.

DESIGNATION OF PAYING AGENCY.--Attached is a tabulation of the bids received and publicly opened and tabulated at 10:00 A.M., CDT, on October 19, 1978, in accordance with specifications previously furnished the qualified bidders (Texas Banks with assets in excess of \$200,000,000).

It is recommended by the Executive Director for Investments, Trusts and Lands, joined by the President, The University of Texas System, that the bid of Mercantile National Bank at Dallas, Dallas, Texas, to serve as Paying Agent for this issue be accepted. The bank will charge \$0.08 per coupon and \$0.75 per bond paid. Co-paying agent is Manufacturers Hanover Trust Company, New York.

AWARD OF CONTRACT FOR PRINTING THE BONDS.--Attached is a tabulation of the bids received and publicly opened and tabulated at 10:00 A.M., CDT, on October 19, 1978, in accordance with specifications previously furnished companies bidding on University issues in recent years.

It is recommended by the Executive Director for Investments, Trusts and Lands, joined by the President, The University of Texas System, that the bid of Hart Graphics & Office Centers, Inc., Austin, Texas, be accepted for printing the bonds with lithographed borders, as set out in the specifications, for the sum of \$1,471.00, there being fifteen interest rates.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
 THE UNIVERSITY OF TEXAS AT DALLAS
 COMBINED FEE REVENUE BONDS, SERIES 1978
 Bids Opened Thursday, October 19, 1978

Page 1 of 2 Pages

ACCOUNT	COUPONS	INTEREST COST	EFFECTIVE RATE																																																												
Loeb Rhoades, Hornblower & Co., First Boston Corporation and Donaldson, Lufkin & Jenrette Securities Corp.	<table border="0"> <tr><td>1979</td><td>to</td><td>89</td><td>6.75 %</td></tr> <tr><td>1990</td><td></td><td></td><td>5.30 %</td></tr> <tr><td>1991</td><td></td><td></td><td>5.40 %</td></tr> <tr><td>1992</td><td></td><td></td><td>5.50 %</td></tr> <tr><td>1993</td><td></td><td></td><td>5.60 %</td></tr> <tr><td>1994</td><td></td><td></td><td>5.70 %</td></tr> <tr><td>1995</td><td></td><td></td><td>5.80 %</td></tr> <tr><td>1996</td><td></td><td></td><td>5.90 %</td></tr> <tr><td>1997</td><td></td><td>98</td><td>6.00 %</td></tr> <tr><td>1999</td><td></td><td></td><td>6.05 %</td></tr> <tr><td>2000</td><td></td><td></td><td>6.10 %</td></tr> <tr><td>2001</td><td></td><td></td><td>6.20 %</td></tr> <tr><td>2002</td><td></td><td></td><td>6.30 %</td></tr> <tr><td>2003</td><td></td><td></td><td>6.40 %</td></tr> <tr><td>2004</td><td></td><td></td><td>5.50 %</td></tr> </table>	1979	to	89	6.75 %	1990			5.30 %	1991			5.40 %	1992			5.50 %	1993			5.60 %	1994			5.70 %	1995			5.80 %	1996			5.90 %	1997		98	6.00 %	1999			6.05 %	2000			6.10 %	2001			6.20 %	2002			6.30 %	2003			6.40 %	2004			5.50 %	Gross: <u>\$9,156,530.00</u> Less Prem: <u>-0-</u> Net: <u>\$9,156,530.00</u>	6.027602
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BIDS FOR PAYING AGENCY

\$9,000,000

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
 THE UNIVERSITY OF TEXAS AT DALLAS
 COMBINED FEE REVENUE BONDS, SERIES 1978

Tabulation of Bids Received
 October 19, 1978 - 10:00 A.M., CDT

Bidder	New York Co-Paying Agent	Per Coupon Paid	Per Bond Paid
Mercantile National Bank at Dallas Dallas, Texas	Manufacturers Hanover Trust Company	\$.08	\$.75
Capital National Bank in Austin Austin, Texas	Citibank	.08	.80
The First National Bank of Fort Worth Fort Worth, Texas	The Bank of New York	.10	1.00
First National Bank in Dallas Dallas, Texas	Manufacturers Hanover Trust Company	.10	1.25
The Austin National Bank Austin, Texas	Bankers Trust Company	.125	1.50
Bank of the Southwest Houston, Texas	Bankers Trust Company	.15	2.00
Republic National Bank of Dallas Dallas, Texas	Citibank	.175	1.575
Continental National Bank of Fort Worth Fort Worth, Texas	Bankers Trust Company	.175	1.75
Houston National Bank Houston, Texas	Irving Trust Company	.175	2.00
Texas Commerce Bank National Association Houston, Texas 77001	Bankers Trust Company	.175	2.00

BIDS FOR PRINTING BONDS

\$9,000,000

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
 THE UNIVERSITY OF TEXAS AT DALLAS
 COMBINED FEE REVENUE BONDS, SERIES 1978

Tabulation of Bids Received
 October 19, 1978 - 10:00 A.M., CDT

Bidder	One-Coupon Rate	Two-Coupon Rate	Three Coupons Rate	Four-Coupons Rate	Five-Coupons Rate	Six-Coupons Rate	Seven-Coupons Rate	Number of Working Days
Hart Graphics & Office Centers, Inc. 8000 Shoal Creek Blvd. Austin, Texas 78758	\$1,191.00	\$1,211.00	\$1,231.00	\$1,251.00	\$1,271.00	\$1,291.00	\$1,311.00*	15
Helms Printing Company, Inc. 2710 Swiss Avenue Dallas, Texas 75204	1,250.00	1,267.50	1,285.00	1,302.50	1,320.00	1,337.50	1,355.00	15
American Bank Note Company, Suite 1015 39 South La Salle St. Chicigo, Illinois 60603	1,800.00	1,830.00	1,860.00	1,890.00	1,920.00	1,950.00	1,980.00	15

* Plus \$20.00 per each additional coupon rate.

RESOLUTION AUTHORIZING THE ISSUANCE OF BOARD
OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM,
THE UNIVERSITY OF TEXAS AT DALLAS, COMBINED
FEE REVENUE BONDS, SERIES 1978, \$9,000,000

WHEREAS, the Board of Regents of The University of Texas System is authorized to issue the bonds hereinafter authorized pursuant to Chapter 55, Texas Education Code; Now, therefore,

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

Section 1: NAME, AMOUNT, PURPOSE AND AUTHORIZATION. That the Board's negotiable, serial, coupon bonds to be designated "BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT DALLAS, COMBINED FEE REVENUE BONDS, SERIES 1978" (hereinafter called the "Bonds"), are hereby authorized to be issued, sold, and delivered in the principal amount of \$9,000,000 for the purpose of providing funds to acquire, purchase, construct, improve, enlarge and/or equip property, buildings, structures, activities, services, operations or other facilities at The University of Texas at Dallas, including the construction, furnishing and equipping of the Student Union Building; the purchase and installation of a new research computer and peripheral equipment for the University Computer Center; the purchase and installation of advanced scientific equipment for University research activities; and the purchase of books for the University library; under and in strict conformity with the Constitution and laws of the State of Texas, including particularly Chapter 55 of the Texas Education Code, as amended.

Section 2: DATE, DENOMINATION AND MATURITIES. That the Bonds shall be dated November 1, 1978, shall be numbered consecutively from 1 to 1800 in order of their maturities, shall be in the denomination of \$5,000 each, and shall mature serially on November 1 in each of the years and in the amounts, respectively, as follows:

<u>YEARS</u>	<u>AMOUNTS</u>	<u>YEARS</u>	<u>AMOUNTS</u>	<u>YEARS</u>	<u>AMOUNTS</u>
1979	\$140,000	1988	\$250,000	1997	\$440,000
1980	150,000	1989	265,000	1998	465,000
1981	160,000	1990	285,000	1999	495,000
1982	170,000	1991	300,000	2000	530,000
1983	185,000	1992	320,000	2001	565,000
1984	195,000	1993	340,000	2002	600,000
1985	210,000	1994	365,000	2003	640,000
1986	220,000	1995	385,000	2004	680,000
1987	235,000	1996	410,000		

provided, however, that the Bonds shall be subject to redemption, prior to their scheduled maturities, at the option of the Board, on the dates stated and in the manner provided in the FORM OF BOND set forth in this Resolution.

Section 3: INTEREST RATES AND PAYMENT DATES. That the Bonds shall bear interest from their date until the principal sum is paid at the following rates per annum:

<u>Year Maturing</u>	<u>Interest Rate</u>	<u>Year Maturing</u>	<u>Interest Rate</u>
1979		1992	
1980		1993	
1981		1994	
1982		1995	
1983		1996	
1984		1997	
1985		1998	
1986		1999	
1987		2000	
1988		2001	
1989		2002	
1990		2003	
1991		2004	

with said interest being evidenced by interest coupons payable on each May 1 and November 1, beginning May 1, 1979.

Section 4: MANNER OF PAYMENT, REDEMPTION AND OTHER CHARACTERISTICS. That the Bonds, and the interest coupons appertaining thereto, shall be payable, shall be subject to redemption prior to maturity, shall have the characteristics, and shall be signed and executed (and said Bonds shall be sealed), all as provided, and in the manner indicated, in the FORM OF BOND set forth in this Resolution.

Section 5: FORM OF BONDS. That the form of the Bonds, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and endorsed on each Bond, and the form of interest coupons to be attached to said Bonds, shall be, respectively, in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and permitted by this Resolution:

NO. _____ \$5,000

UNITED STATES OF AMERICA
STATE OF TEXAS
BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
THE UNIVERSITY OF TEXAS AT DALLAS
COMBINED FEE REVENUE BOND
SERIES 1978

ON NOVEMBER 1, 19___, the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM (hereinafter sometimes called the "Board"), for and on behalf of THE UNIVERSITY OF TEXAS AT DALLAS, promises to pay to bearer, but solely from the Pledged Revenues hereinafter described, the principal amount of

FIVE THOUSAND DOLLARS

and to pay interest thereon from the date hereof at the rate of _____% per annum, payable semi-annually on each May 1 and November 1 until said principal sum is paid beginning May 1, 1979, but only upon presentation and surrender of the interest coupons hereto appertaining as they severally become due. The principal of this bond and the interest coupons appertaining hereto shall be payable to bearer, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this bond or proper interest coupon,

at the following, which shall constitute and be defined as the "Banks of Payment" for this Series of Bonds:

or, at the option of the bearer, at

THIS BOND IS ONE OF A DULY AUTHORIZED SERIES OF BONDS of like tenor and effect except as to serial number, interest rate, right of prior redemption and maturity, numbered 1 through 1800, both inclusive, in the denomination of \$5,000 each, in the aggregate principal amount of \$9,000,000, issued pursuant to a Resolution (hereinafter called the "Resolution") adopted by the Board on the 20th day of October, 1978, for the purpose of providing funds to acquire, purchase, construct, improve, enlarge and/or equip property, buildings, structures, activities, services, operations or other facilities at The University of Texas at Dallas, under and in strict conformity with the Constitution and laws of the State of Texas, including particularly Chapter 55 of the Texas Education Code, as amended.

THE DATE OF THIS BOND, in accordance with the Resolution, is November 1, 1978.

THIS BOND AND ALL BONDS OF THE SERIES OF WHICH IT IS A PART are equally and ratably payable from and secured by a first lien on and pledge of certain Pledged Revenues, as provided in the Resolution to which reference is made for all purposes, which Pledged Revenues include: (i) the gross collections of a certain General Fee to be charged all students (excepting any category of students now exempt by law) regularly enrolled at The University of Texas at Dallas for the use and availability of the University, (ii) the gross collections of a certain Tuition Fee to be charged all tuition paying students regularly enrolled at The University of Texas at Dallas; (iii) the gross collections of a certain Student Union Fee to be charged all students (excepting any category of students now exempt by law) regularly enrolled at The University of Texas at Dallas for the purpose of financing, constructing, operating, maintaining and improving a student union building for the University; (iv) all interest and income derived from the deposit or investment of moneys credited to the funds maintained pursuant to the Resolution; and (v) any additional revenues, income, receipts, rentals, rates, charges, fees and other resources which may hereafter be pledged to the payment of this series of bonds. This bond and the issue of which it is a part, and the interest thereon, constitute special obligations of the Board and are payable solely from the Pledged Revenues and do not constitute an indebtedness of the State of Texas, the Board or The University of Texas at Dallas. The bearer hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

ON NOVEMBER 1, 1988, OR ON ANY INTEREST PAYMENT DATE THEREAFTER, the Board shall have the option of calling bonds of this series maturing serially on or after November 1, 1989, for redemption prior to maturity, in whole or in part, at par and accrued interest to the date of redemption, plus a premium (expressed as a percentage of the principal amount of each bond so called for redemption) as follows:

1% if redeemed November 1, 1988 through May 1, 1990;
3/4 of 1% if redeemed November 1, 1990 through May 1, 1991;
1/2 of 1% if redeemed November 1, 1991 through May 1, 1992;
1/4 of 1% if redeemed November 1, 1992 through May 1, 1993;
and
0% if redeemed November 1, 1993 and thereafter.

NOTICE OF REDEMPTION IS TO BE PUBLISHED in a financial publication published in the English language in the City of New York, New York, or in the City of Austin, Texas, at least once, not less than thirty (30) days before the date fixed for such redemption, and thirty (30) days' notice in writing is to be given to the Banks of Payment before the date so fixed for such redemption. On or before the date fixed for redemption, funds shall be placed in the Banks of Payment sufficient to pay the bonds called and accrued interest thereon, plus the amount of premium, if any. If such written notice of redemption is published, and if due provision for such payment is made, all as provided above, the bonds which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid by the Banks of Payment with the funds so provided for such payment.

IT IS HEREBY DECLARED AND REPRESENTED that, so long as this bond or the issue of bonds of which it is a part remains outstanding, the Board has covenanted and agreed that it will fix, levy, charge and collect the Tuition Fee and Student Union Building Fee in the manner provided in the Resolution and the General Fee at a rate which, together with other Pledged Revenues, will be sufficient to provide Pledged Revenues adequate to pay principal of and interest on this bond and the series of which it is a part.

IT IS FURTHER DECLARED AND REPRESENTED that this bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this bond have been performed, existed, and been done in accordance with law; that this series of bonds does not exceed any Constitutional or statutory limitation; and that provision has been made for the payment of principal of and interest on this bond and the series of which it is a part by the irrevocable pledge of the Pledged Revenues.

THE BOARD HAS RESERVED THE RIGHT, subject to the restrictions stated in the Resolution, to issue additional parity revenue bonds which also may be made equally and ratably payable from and secured by an irrevocable first lien on and pledge of the aforesaid Pledged Revenues.

IN WITNESS WHEREOF, the Board of Regents of The University of Texas System has caused the corporate seal of said Board to be impressed, printed or lithographed hereon and has caused this bond and the interest coupons attached hereto to be executed by the imprinted or lithographed facsimile signatures of the Chairman and the Secretary of the Board, respectively.

BOARD OF REGENTS OF THE UNIVERSITY
OF TEXAS SYSTEM

By _____
Chairman

[SEAL]

ATTEST:

Secretary

(FORM OF INTEREST COUPON)

\$ _____

NO. _____

On the first day of _____, _____, unless the bond to which this coupon appertains shall have been called for previous redemption and due provision made to redeem same, upon surrender of this coupon, the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM PROMISES TO PAY TO BEARER at _____, Texas, or, at the option of the bearer, at _____, New York, New York, but solely from the Pledged Revenues specified in the bond to which this coupon appertains, the amount shown above, without exchange or collection charges to the bearer hereof, payable in lawful money of the United States, being interest then due on the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERISTY OF TEXAS AT DALLAS, COMBINED FEE REVENUE BOND, SERIES 1978, bearing the number hereinafter specified, dated November 1, 1978. The bearer hereof shall never have the right to demand payment of this obligation out of funds raised or to be raised by taxation. Bond No. _____.

BOARD OF REGENTS OF THE UNIVERSITY
OF TEXAS SYSTEM

Secretary

Chairman

(FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE)

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this bond and the proceedings for the issuance hereof have been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas and that it is a valid and binding special obligation of the Board of Regents of The University of Texas System payable from the revenues and other funds pledged to its payment by and in the proceedings authorizing the same, and I do further certify that this bond has this day been registered by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE at Austin, Texas, this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

Section 6: DEFINITIONS. That throughout this Resolution the following terms and expressions as used

herein shall have the meaning as set forth hereinbelow unless the text indicates otherwise:

The term "Additional Bonds" shall mean the additional parity revenue bonds permitted to be authorized in this Resolution.

The term "Banks of Payment" shall mean _____, Texas, or, at the option of the holder, _____, New York, New York.

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

The terms "bondholder" or "holder" shall mean any person or persons who shall be the bearer of one or more of the Bonds.

The term "Bonds" shall mean the Board of Regents of The University of Texas System, The University of Texas at Dallas, Combined Fee Revenue Bonds, Series 1978 herein authorized.

The term "General Fee" shall mean the general fee to be fixed, levied, charged and collected from all students (excepting any category of students now exempt by law) regularly enrolled at the University, for the general use and availability of the University, in the manner and to the extent provided in this Resolution and pledged to the payment of the Bonds and Additional Bonds as authorized by Chapter 55, Texas Education Code.

The term "Pledged Revenues" shall mean, collectively, (1) the gross collections of the General Fee, (2) the gross collections of the Tuition Fee, (3) the gross collections of the Student Union Building Fee, (4) all interest and income derived from the deposit or investment of moneys credited to the funds maintained pursuant to this Resolution, and (5) any additional revenues, income, receipts, rentals, rates, charges, fees or other resources which may hereafter be pledged to the payment of the Bonds.

The term "Student Union Fee" shall mean the fee to be fixed, levied, charged and collected from all students (excepting any category of students now exempt by law) regularly enrolled at the University, in the manner and to the extent provided in this Resolution and Chapter 70, Texas Education Code, and pledged to the payment of the Bonds and Additional Bonds as authorized by Chapter 55, Texas Education Code.

The term "Tuition Fee" shall mean the fee to be fixed, levied, charged, and collected from all tuition paying students regularly enrolled at the University, out of and as a part of the regular student tuition fees at the University as permitted by Chapter 55, Texas Education Code, in the manner and to the extent provided in this Resolution, and pledged to the payment of the Bonds and Additional Bonds as authorized by Chapter 55, Texas Education Code.

The term "University" shall mean The University of Texas at Dallas, Richardson, Texas.

Section 7: SOURCE OF PAYMENT. That the Bonds and any Additional Bonds and the interest thereon, are and shall

be payable from, and secured by an irrevocable first lien on and pledge of, the Pledged Revenues. That the Bonds and any Additional Bonds and interest coupons appertaining thereto shall constitute special obligations of the Board, payable solely from the Pledged Revenues, and such obligations shall not constitute an indebtedness of the University, the Board, or the State of Texas, and the holders of the Bonds and Additional Bonds and the coupons attached thereto shall never have the right to demand payment thereof out of funds raised or to be raised by taxation.

Section 8: ESTABLISHMENT OF FUNDS. That there are hereby created and established the following funds, account and reserve:

(a) Combined Fee Revenue Fund (herein called the "Revenue Fund"), which shall be established as a separate account on the books of the University.

(b) The University of Texas at Dallas Student Union Fee Account (herein called the "Student Union Fee Account"), which shall be established as a separate account on the books of the University.

(c) Combined Fee Revenue Bonds Interest and Sinking Fund (herein called the "Interest and Sinking Fund"), which shall be established as a separate fund at an official depository of the University (which must be a member of the Federal Deposit Insurance Corporation).

(d) As a part of the Interest and Sinking Fund, a debt service reserve (herein called the "Debt Service Reserve") consisting of all money and investments in the Interest and Sinking Fund in excess of the principal and interest requirements on the Bonds and any Additional Bonds during the then current fiscal year.

The Interest and Sinking Fund (and the Debt Service Reserve therein) shall constitute a trust fund which shall be held in trust for the benefit of the holders of the Bonds and Additional Bonds. The Revenue Fund and the Student Union Fee Account shall constitute trust funds which shall be used solely as provided in this Resolution until all of the Bonds have been retired.

Section 9: FLOW OF FUNDS.

(a) That the gross collections of the General Fee and Tuition Fee shall be deposited as received into the Revenue Fund.

(b) That the gross collections of the Student Union Fee shall be deposited as received into the Student Union Fee Account.

(c) That at the time of, or prior to, the delivery of the Bonds, an amount equal to the average annual principal and interest requirements on the Bonds shall be deposited, from available funds of the University, into the Debt Service Reserve in the Interest and Sinking Fund.

(d) That all accrued interest and premium, if any, from the sale of the Bonds, shall be deposited into the Interest and Sinking Fund.

(e) That on or before April 30, 1979, and on or before each October 31 and April 30 thereafter, while any of the Bonds is outstanding, there shall be transferred from the Revenue Fund and the Student Union Fee Account to the Interest and Sinking Fund, the following amounts:

- (i) An amount which will be sufficient, together with other sums then on hand therein and available for such purpose, to pay the interest scheduled to come due on the Bonds on the next succeeding interest payment date;
- (ii) An amount equal to one-half of all principal scheduled to mature and come due on the Bonds on the next succeeding November 1; and
- (iii) At any time that the money and investments in the Debt Service Reserve are not at least equal in market value to the average annual principal and interest requirements of the Bonds, an additional amount equal to 1/10th of the average annual principal and interest requirements of the Bonds until the Debt Service Reserve is restored to said amount.

(f) That if on any occasion there shall not be sufficient Pledged Revenues to make the required deposits into the Interest and Sinking Fund, then such deficiency shall be made up as soon as possible from the next available Pledged Revenues, or from any other sources available for such purpose.

(g) That on or before each May 1 and November 1 while any of the Bonds is outstanding, there shall be transferred to the Banks of Payment from the Interest and Sinking Fund (and from the Debt Service Reserve when and to the extent the amount in the Interest and Sinking Fund is otherwise insufficient) money sufficient to pay such interest on and such principal of the Bonds and Additional Bonds, if any, as will accrue or mature on such May 1 and November 1, together with the charges of the Banks of Payment and any premiums due on any Bonds called for redemption on such date. The Banks of Payment shall totally destroy all paid Bonds and Additional Bonds, if any, and the coupons appertaining thereto, and shall furnish the Board with an appropriate certificate of destruction.

(h) That whenever the total amount in the Interest and Sinking Fund, including the Debt Service Reserve therein, is equal to the aggregate principal amount of the Bonds and Additional Bonds outstanding, plus all coupons thereto appertaining, matured and unmatured, no further payments need be made into the Interest and Sinking Fund. In determining the amount of Bonds and Additional Bonds outstanding, there shall be subtracted the amount of any Bonds or Additional Bonds for which funds shall have been deposited in the Banks of Payment sufficient for such redemption.

(i) That all money in the Revenue Fund and the Student Union Fee Account in excess of that required to make the transfers herein required to be made into the Interest and Sinking Fund and the Debt Service Reserve therein may be used by the Board for any lawful purpose.

Section 10: INVESTMENT OF FUNDS. That money in the Revenue Fund, the Student Union Fee Account and Interest and Sinking Fund, including the Debt Service Reserve therein, may, at the option of the Board, be placed in time deposits or invested in direct obligations of or obligations the principal and interest of which are guaranteed by the United States of America; in direct obligations of or participation certificates guaranteed by the Federal Intermediate Credit Bank, Federal Land Banks, Federal National Mortgage Association, Federal Home Loan Banks, and Banks for Cooperatives; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any fund or account will be available at the proper time or times. Such investments shall be valued in terms of current market value as of the last day of February and August of each year. Interest and income derived from such deposits and investments shall be credited to the fund or account from which the deposit or investment was made. Such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds or Additional Bonds.

Section 11. SECURITY OF FUNDS. That all money in the Revenue Fund, Student Union Fee Account, and Interest and Sinking Fund, including the Debt Service Reserve therein, to the extent not invested, shall be secured in the manner prescribed by law for securing funds of the University, in principal amounts at all times not less than the amounts of money credited to such funds and account, respectively.

Section 12: GENERAL FEE.

(a) That the Board covenants and agrees that it shall fix, levy, charge, and collect the General Fee from each student (excepting any category of students now exempt by law) regularly enrolled in the University at each regular fall and spring semester and at each term of each summer session, for the general use and availability of the University, in such amounts, without any limitation whatsoever, as will be at least sufficient at all times to provide, together with other Pledged Revenues, the money for making all deposits required to be made to the credit of the Interest and Sinking Fund in connection with the Bonds and any Additional Bonds.

(b) That the General Fee should be maintained at the present rate of \$6.00 per semester credit hour, and the Board hereby ratifies, confirms and adopts such rate for each regular fall and spring semester and for each term of each summer session, until changed in accordance with the terms of subsection (c) below.

(c) That the General Fee shall be increased if and when required by this Section, and may be decreased so long as all Pledged Revenues are sufficient to provide the money for making all deposits required to be made to the credit of the Interest and Sinking Fund in connection with the Bonds and any Additional Bonds. All changes in such General Fee shall be made by resolution of the Board, but such procedure shall not constitute or be regarded as an amendment of any

resolution authorizing Bonds or Additional Bonds then outstanding but merely the carrying out of the provisions thereof.

Section 13: TUITION FEE. That effective with the regular 1978 fall semester, the Tuition Fee was fixed and is hereby confirmed and shall be levied, charged, and collected from each tuition paying student regularly enrolled at the University, as follows:

- (a) \$5.00 per regular semester for each student enrolled for 12 or more Semester Credit Hours and \$0.42 per Semester Credit Hour for each student enrolled for less than 12 Semester Credit Hours per regular semester; and
- (b) \$2.50 per summer term for each student enrolled in 6 or more Semester Credit Hours and \$0.42 per Semester Credit Hour for each student enrolled for less than 6 Semester Credit Hours per summer term;

and said Tuition Fee shall be so levied, charged and collected in such amounts, and shall not be reduced, so long as any Bonds are outstanding.

Section 14: STUDENT UNION FEE. That the Board covenants and agrees that it shall fix, levy, charge and collect the Student Union Fee from all students (excepting any category of students now exempt by law) regularly enrolled at the University at each regular fall and spring semester and at each term of the summer session, subject to the limitations contained in Chapter 70, Texas Education Code, so as to provide for the maintenance and operation of the University's Student Union Building and further to provide, together with other Pledged Revenues, the money for making all deposits required to be made to the credit of the Interest and Sinking Fund in connection with the Bonds and any Additional Bonds.

Section 15: ADDITIONAL BONDS. That the Board shall have the right and power at any time and from time to time, and in one or more series or issues, to authorize, issue, and deliver additional parity revenue bonds (herein called "Additional Bonds") in any amounts, for any lawful purpose, including the refunding of any Bonds or Additional Bonds. Such Additional Bonds, if and when authorized, issued, and delivered in accordance with this Resolution, shall be payable equally and ratably on a parity with the Bonds, and all other outstanding Additional Bonds, and secured by an irrevocable first lien on and pledge of the Pledged Revenues. Each resolution under which Additional Bonds are issued shall provide that the Interest and Sinking Fund (and the Debt Service Reserve therein) shall secure and be used to pay all Additional Bonds as well as the Bonds. However, each resolution under which Additional Bonds are issued shall specifically provide and require that, in addition to the amounts required by the provisions of all resolutions authorizing the Bonds and any then outstanding Additional Bonds to be deposited to the credit of the Interest and Sinking Fund, the Board shall transfer from the Pledged Revenues and deposit to the credit of the Interest and Sinking Fund at least such additional amounts as are required for the payment of all principal of and interest on said Additional Bonds then being issued, as the same comes

due, and that the Board shall transfer from said Pledged Revenues and deposit to the credit of the Debt Service Reserve at least such amounts as will, together with any amounts already deposited in the Debt Service Reserve or other amounts required to be subsequently deposited therein in connection with the Bonds and any other then outstanding Additional Bonds, be sufficient to cause the Debt Service Reserve to accumulate and contain, within a period of not to exceed five fiscal years after the date of said Additional Bonds then being issued, a total amount of money and investments at least equal in market value to the average annual principal and interest requirements of such proposed Additional Bonds, the then outstanding Bonds, and any then outstanding Additional Bonds. The principal of all Additional Bonds must be scheduled to be paid or mature on November 1 of the years in which such principal is scheduled to be paid or mature; and all interest thereon must be payable on May 1 and November 1. Additional Bonds shall be issued only in accordance with the resolutions authorizing the Bonds and Additional Bonds then outstanding; however, notwithstanding any provisions of such resolutions to the contrary, no installment, series, or issue of Additional Bonds shall be issued or delivered unless:

(a) The senior financial officer of the The University of Texas System signs a written certificate to the effect that the Board is not in default as to any covenant, condition, or obligation in connection with the then outstanding Bonds and Additional Bonds, and the resolutions authorizing same, and that the Interest and Sinking Fund contains the amount then required to be therein.

(b) The State Auditor of the State of Texas, or a certified public accountant, signs a written certificate to the effect that, during either the University's fiscal year, or the twelve calendar month period, next preceding the date of execution of such certificate, the Pledged Revenues actually received were at least equal to 1.25 times the average annual principal and interest requirements of all Bonds and Additional Bonds then outstanding.

(c) The senior financial officer of The University of Texas System signs a written certificate to the effect that during each University fiscal year while any Bonds or Additional Bonds, including the proposed Additional Bonds, are scheduled to be outstanding, beginning with the fiscal year next following the date of the then proposed Additional Bonds, the Pledged Revenues estimated to be received during each of said fiscal years, respectively, will be at least equal to 1.25 times the principal and interest requirements on all then outstanding Bonds and Additional Bonds, and the then proposed Additional Bonds, during each of said fiscal years, respectively;

provided, however, that requirements (b) and (c) shall not apply to any refunding bonds with average annual principal and interest requirements no greater than those of the bonds being refunded.

Section 16: ADDITIONAL COVENANTS. The Board covenants and agrees that:

(a) It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution and in each and every Bond and Additional Bond; that it will promptly pay or cause to be paid from the Pledged Revenues the principal of and interest on every Bond and Additional Bond, on the dates and in the places and manner prescribed in such Bonds or Additional Bonds; and that it will, at the times and in the manner prescribed herein, deposit or cause to be deposited, from the Pledged Revenues, the amounts of money specified herein.

(b) It is duly authorized under the laws of the State of Texas to create and issue the Bonds; that all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the holders thereof are and will be valid and enforceable special obligations of the Board in accordance with their terms.

(c) It lawfully owns and is lawfully possessed of the lands upon which the existing campus, buildings, and facilities constituting the University are located, and has a good and indefeasible estate in such lands in fee simple, that it warrants that it has, and will defend, the title to all the aforesaid lands, and every part thereof and improvements thereon, for the benefit of the holders of the Bonds and Additional Bonds against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Bonds and Additional Bonds in the manner prescribed herein, and has lawfully exercised such rights.

(d) It will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or the campus, buildings, and facilities of the University, that it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and that it will not create or suffer to be created any mechanic's, laborer's, materialman's or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment, or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the Board.

(e) Insofar as it lawfully may, it will continuously and efficiently operate and maintain in good condition, and at a reasonable cost, the University and the facilities and services thereof, so long as any Bonds are outstanding.

(f) While the Bonds are outstanding and unpaid, the Board shall not additionally encumber the Pledged Revenues in any manner, except as permitted by this Resolution in connection with the Additional Bonds, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Resolution.

(g) Proper books of record and account will be kept in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the Pledged Revenues, and each year while any of the Bonds is outstanding, the University will prepare from such books of record and account a preliminary financial report containing statements of (i) gross collections of the Tuition Fee, Student Union Fee, General Fee and other Pledged Revenues, (ii) year end balances in funds maintained pursuant to the Resolution and changes in such fund balances from the previous fiscal year and (iii) a schedule of insurance policies, if any, based on the fiscal year of the University beginning on September 1 of each year and ending on August 31 of the following year. Such preliminary reports shall be furnished to the original purchasers of the Bonds, the Municipal Advisory Council of Texas, the principal municipal bond rating agencies and any holder of the Bonds who shall request same.

(h) That each year while any of the Bonds is outstanding, an audit will be made of its books and accounts relating to the Pledged Revenues by the State Auditor of the State of Texas, or a certified public accountant, such audit to be based on the fiscal year of the University beginning on September 1 of each year and ending on August 31 of the following year. As soon as practicable after the close of each such fiscal year, and when said audit has been completed and made available to the Board, a copy of such audit for the preceding fiscal year shall be mailed to the original purchasers of the Bonds, and to all other bondholders who shall so request. Such annual audit reports shall be open to the inspection of the bondholders and their agents and representatives at all reasonable times.

Section 17: NO ARBITRAGE. That the Board certifies that based upon all facts, estimates and circumstances now known or reasonably expected to be in existence on the date the Bonds are delivered and paid for, the Board reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion of the Bonds to be an "arbitrage bond" under Section 103(c) of the Internal Revenue Code of 1954, as amended, and the temporary and proposed regulations heretofore prescribed thereunder. Furthermore, all officers, employees and agents of the Board are authorized and directed to provide certifications of facts, estimates and circumstances which are material to the reasonable expectations of the Board as of the date the Bonds are delivered and paid for, and any such certifications may be relied upon by counsel, by the holders of the Bonds, or by any person interested in the exemption of interest on the Bonds from federal income taxation. Moreover, the Board covenants that it shall make such use of the proceeds of the Bonds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds shall not be "arbitrage bonds" under Section 103(c) of the Internal Revenue Code of 1954, as amended, and regulations prescribed from time to time thereunder.

Section 18: DISCHARGE BY DEPOSIT. That the Board may discharge its obligation to the holders of any or all of the Bonds and coupons appertaining thereto to pay principal, interest and redemption premium (if any) thereon by depositing with the State Treasurer or at the Banks of Payment either: (1) cash equivalent to the principal amount and

redemption premium, if any, plus interest to the date of maturity or redemption, or (2) direct obligations of, or obligations the principal and interest of which are guaranteed by, the United States of America, in principal amounts and maturities and bearing interest at rates sufficient to provide for the timely payment of the principal amount and redemption premium, if any, on such Bonds plus interest to the date of maturity or redemption; provided, however, that if any of such Bonds are to be redeemed prior to their date of maturity, provision shall have been made for giving notice of redemption as provided herein. Upon such deposit, the Bonds and coupons appertaining thereto shall no longer be regarded as outstanding and unpaid. Also, whenever provision is made in the above manner for payment of any Additional Bonds, such bonds shall no longer be deemed outstanding for purposes of any provision contained herein.

Section 19: APPROVAL AND REGISTRATION. That the Chairman of the Board is hereby authorized to have control of the Bonds and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of said Bonds, said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate printed and endorsed on each of the Bonds and the seal of said Comptroller shall be impressed, or placed in facsimile, on each of the Bonds.

Section 20: SALE AND DELIVERY. That the sale of the Bonds is hereby awarded to _____ and Associates, for a price of par plus accrued interest thereon from the date thereof to the date of actual delivery, plus a premium of \$ _____, subject to the approving opinions, as to the legality of the Bonds, of the Attorney General of the State of Texas and Vinson & Elkins, Houston, Texas, market attorneys. When said Bonds have been approved by the Attorney General and registered by the Comptroller of Public Accounts of the State of Texas, they shall be delivered to the named purchaser upon receipt of the full purchase price.

Section 21: OFFERING DOCUMENTS. That the Preliminary Official Statement, Official Notice of Sale and Official Statement, together with any supplements and amendments thereto, are hereby ratified, authorized and approved for use in connection with the solicitation of bids for, and the sale and distribution of, the Bonds.

Section 22: CAPTIONS. The captions of the Sections of this Resolution have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof.

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MEETING OF THE BOARD

EMERGENCY ITEM

October 19-20, 1978

F. SPECIAL ORDER

Board of Regents: (1) Resolution Authorizing the Issuance and Sale of Board of Regents of The University of Texas System, The University of Texas at Arlington, Apartment Revenue Bonds, Series 1978, \$1,500,000; (2) Designation of Paying Agency; and (3) Award of Contract for Printing. --

BACKGROUND INFORMATION

Bid proposals were requested from all major bidding banks within the state. The Texas Commerce Bank of Houston, Texas, submitted the best bid, a price of par plus accrued interest for bonds with 6% coupon rates maturing from 11-1-79/11-1-83 and 6-1/4% coupon rates for bonds maturing 11-1-84/11-1-99, a net interest cost of 6.24%. The second and only other bid received was from the Fort Worth National Bank who bid a 6-1/4% net interest cost on the bonds.

PURPOSE OF ISSUE

The proceeds from this issue will be used to refund approximately \$650,000 of 9-1/2% mortgage notes on Cooper South Apartments, West Apartments and Border West Apartments and with up to \$214,000 to be appropriated from University funds to acquire the Pisces and Capricorn Apartments located at the northern boundary of the campus at U. T. Arlington and refund the existing 10% mortgage notes on these properties as approved at the August 4, 1978, Board of Regents meeting. The total net interest savings realized by the refunding of the existing mortgage loans amounts to \$1,252,500 over the life of the bond issue.

RECOMMENDATIONS AND ACTION REQUIRED

1. SALE OF THE BONDS.--It is recommended by System Administration that the Bond Resolution be adopted authorizing the issuance and sale of \$1,500,000 par value of The University of Texas System, The University of Texas at Arlington, Apartment Revenue Bonds, Series 1978, at a net interest cost of 6.24%.
2. DESIGNATION OF PAYING AGENCY.--It is further recommended that the Texas Commerce Bank be appointed paying agent for the bonds. The bank will charge the Board of Regents \$0.17-1/2 per coupon and \$2.00 per bond with a minimum charge of \$35.00.
3. AWARD OF CONTRACT FOR PRINTING THE BONDS.--The low bid was submitted by Helms Printing, Inc., of Dallas, Texas, in the amount of \$529.00. The only other bid received was for \$537.00 submitted by Hart Graphics and Office Centers, Inc., of Austin, Texas. It is recommended by System Administration that the bid of Helms Printing Company, Inc., for printing of the bonds with lithographed borders as specified, be accepted.

RESOLUTION AUTHORIZING THE ISSUANCE OF BOARD
OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM,
THE UNIVERSITY OF TEXAS AT ARLINGTON APARTMENT
REVENUE BONDS, SERIES 1978, \$1,500,000

WHEREAS, The University of Texas at Arlington desires to acquire certain apartment properties to provide housing for its students and further desires to refinance certain special obligations secured by certain deeds of trust encumbering certain other apartment properties already owned and operated by the University; and

WHEREAS, the Board of Regents of The University of Texas System is authorized to issue the bonds hereinbelow authorized pursuant to Chapter 55, Texas Education Code, as amended, and Article 717k, Vernon's Texas Civil Statutes, as amended; Now, Therefor,

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

Section 1: NAME, AMOUNT, PURPOSE AND AUTHORIZATION. That the Board's negotiable, serial, coupon bonds to be designated "BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT ARLINGTON APARTMENT REVENUE BONDS, SERIES 1978" (hereinafter called the "Bonds"), are hereby authorized to be issued, sold, and delivered in the principal amount of \$1,500,000 (i) for the purpose of providing funds to acquire, purchase, construct, improve, enlarge and/or equip property, buildings, structures, activities, services, operations or other facilities at The University of Texas at Arlington, to wit, the acquisition and purchase of certain apartment properties for such University, under and in strict conformity with the Constitution and laws of the State of Texas, including particularly Chapter 55 of the Texas Education Code, as amended, and (ii) to provide all or any part of the money required to pay the principal of and interest on any special obligations of the Board to be refunded, to wit, the outstanding balances of certain notes secured by deeds of trust against certain apartment properties owned by the University, under and in strict conformity with Article 717k, Vernon's Texas Civil Statutes, as amended.

Section 2: DATE, DENOMINATION AND MATURITIES. That the Bonds shall be dated November 1, 1978, shall be numbered consecutively from 1 to 300 in order of their maturities, shall be in the denomination of \$5,000 each, and shall mature serially on November 1 in each of the years and in the amounts, respectively, as follows:

<u>YEARS</u>	<u>AMOUNTS</u>	<u>YEARS</u>	<u>AMOUNTS</u>
1979	\$ 40,000	1989	\$ 75,000
1980	45,000	1990	75,000
1981	45,000	1991	80,000
1982	50,000	1992	85,000
1983	50,000	1993	90,000
1984	55,000	1994	100,000
1985	60,000	1995	105,000
1986	60,000	1996	110,000
1987	65,000	1997	115,000
1988	70,000	1998	125,000

provided, however, that the Bonds shall be subject to redemption, prior to their scheduled maturities, at the option of the Board, on the dates stated and in the manner provided in the FORM OF BOND set forth in this Resolution.

Section 3: INTEREST RATES AND PAYMENT DATES. That the Bonds shall bear interest from their date until the principal sum is paid at the following rates per annum:

<u>Bonds Maturing</u>	<u>Interest Rate</u>
1979-1983	6.00%
1984-1998	6.25%

with said interest being evidenced by interest coupons payable on each May 1 and November 1, beginning May 1, 1979.

Section 4: MANNER OF PAYMENT, REDEMPTION AND OTHER CHARACTERISTICS. That the Bonds, and the interest coupons appertaining thereto, shall be payable, shall be subject to redemption prior to maturity, shall have the characteristics, and shall be signed and executed (and said Bonds shall be sealed), all as provided, and in the manner indicated, in the FORM OF BOND set forth in this Resolution.

Section 5: FORM OF BONDS. That the form of the Bonds, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and endorsed on each Bond, and the form of interest coupons to be attached to said Bonds, shall be, respectively, in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and permitted by this Resolution:

NO. _____ \$5,000

UNITED STATES OF AMERICA
STATE OF TEXAS
BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
THE UNIVERSITY OF TEXAS AT ARLINGTON
APARTMENT REVENUE BOND
SERIES 1978

ON NOVEMBER 1, 19____, the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM (hereinafter sometimes called the "Board"), for and on behalf of THE UNIVERSITY OF TEXAS AT ARLINGTON, promises to pay to bearer, but solely from the Gross Revenues hereinafter described, the principal amount of

FIVE THOUSAND DOLLARS

and to pay interest thereon from the date hereof at the rate of _____% per annum, payable semi-annually on each May 1 and November 1 until said principal sum is paid beginning May 1, 1979, but only upon presentation and surrender of the interest coupons hereto appertaining as they severally become due. The principal of this bond and the interest coupons appertaining hereto shall be payable to bearer, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this bond or proper interest coupon, at the following, which shall constitute and be defined as the "Banks of Payment" for this Series of Bonds:

TEXAS COMMERCE BANK NATIONAL ASSOCIATION, Houston, Texas,
or, at the option of the bearer, at
ARLINGTON BANK & TRUST, Arlington, Texas.

THIS BOND IS ONE OF A DULY AUTHORIZED SERIES OF BONDS of like tenor and effect except as to serial number, interest rate, right of prior redemption and maturity, numbered 1 through 300, both inclusive, in the denomination of \$5,000 each, in the aggregate principal amount of \$1,500,000, issued pursuant to a Resolution (hereinafter called the "Resolution") adopted by the Board on the 20th day of October, 1978, for the purpose of providing funds to acquire, purchase, construct, improve, enlarge and/or equip property, buildings, structures, activities, services, operations or other facilities at The University of Texas at Arlington, under and in strict conformity with the Constitution and laws of the State of Texas, including particularly Chapter 55 of the Texas Education Code, as amended, and to provide all or any part of the money required to pay the principal of and interest on certain special obligations to be refunded with a portion of the proceeds of said bonds, under and in strict conformity with Article 717k, Vernon's Texas Civil Statutes, as amended.

THE DATE OF THIS BOND, in accordance with the Resolution, is November 1, 1978.

THIS BOND AND ALL BONDS OF THE SERIES OF WHICH IT IS A PART are equally and ratably payable from and secured by a first lien on and pledge of certain Gross Revenues of a certain Apartment System at The University of Texas at Arlington, all as more fully provided in the Resolution, to which reference is made for all purposes. This bond and the issue of which it is a part, and the interest thereon, constitute special obligations of the Board and are payable solely from such Gross Revenues and do not constitute an indebtedness of the State of Texas, the Board or The University of Texas at Arlington. The bearer hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

ON NOVEMBER 1, 1989, OR ON ANY INTEREST PAYMENT DATE THEREAFTER, the Board shall have the option of calling bonds of this series maturing serially on or after November 1, 1990, for redemption prior to maturity, in whole or in part, at par and accrued interest to the date of redemption, plus a premium (expressed as a percentage of the principal amount of each bond so called for redemption) as follows:

1% if redeemed November 1, 1989 through May 1, 1990;
3/4 of 1% if redeemed November 1, 1990 through May 1, 1991;
1/2 of 1% if redeemed November 1, 1991 through May 1, 1992;
1/4 of 1% if redeemed November 1, 1992 through May 1, 1993;
and
0% if redeemed November 1, 1993 and thereafter.

NOTICE OF REDEMPTION IS TO BE PUBLISHED in a financial publication published in the English language in the City of New York, New York, or in the City of Austin, Texas, at least once, not less than thirty (30) days before the date fixed for such redemption, and thirty (30) days' notice in writing is to be given to the Banks of Payment before the date so fixed for such redemption. On or before the date fixed for redemption, funds shall be placed in the Banks of Payment sufficient to pay the bonds called and accrued

interest thereon, plus the amount of premium, if any. If such written notice of redemption is published, and if due provision for such payment is made, all as provided above, the bonds which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid by the Banks of Payment with the funds so provided for such payment.

IT IS HEREBY DECLARED AND REPRESENTED that, so long as this bond or the issue of bonds of which it is a part remains outstanding, the Board has covenanted and agreed that it will fix, levy, charge and collect rental rates and charges for the use and occupancy of the Apartment System which shall at all times produce Gross Revenues sufficient to pay as same becomes due principal of and interest on this bond and the series of which it is a part, to establish and maintain the Reserve Fund and Repair and Replacement Fund required by the Resolution and to pay all expenses of operating and maintaining the Apartment System.

IT IS FURTHER DECLARED AND REPRESENTED that this bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this bond have been performed, existed, and been done in accordance with law; that this series of bonds does not exceed any Constitutional or statutory limitation; and that provision has been made for the payment of principal of and interest on this bond and the series of which it is a part by the irrevocable pledge of the Gross Revenues of the Apartment System.

THE BOARD HAS RESERVED THE RIGHT, subject to the restrictions stated in the Resolution, to issue additional parity revenue bonds which also may be made equally and ratably payable from and secured by an irrevocable first lien on and pledge of the aforesaid Gross Revenues.

IN WITNESS WHEREOF, the Board of Regents of The University of Texas System has caused the corporate seal of said Board to be impressed, printed or lithographed hereon and has caused this bond and the interest coupons attached hereto to be executed by the imprinted or lithographed facsimile signatures of the Chairman and the Secretary of the Board, respectively.

BOARD OF REGENTS OF THE UNIVERSITY
OF TEXAS SYSTEM

By _____

Chairman

[SEAL]

ATTEST:

Secretary

(FORM OF INTEREST COUPON)

\$ _____

NO. _____

On the first day of _____, 19__, unless the bond to which this coupon appertains shall have been called for previous redemption and due provision made to redeem same, upon surrender of this coupon, the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM PROMISES TO PAY TO BEARER at TEXAS COMMERCE BANK NATIONAL ASSOCIATION, Houston, Texas, or, at the option of the bearer, at ARLINGTON BANK & TRUST, Arlington, Texas, but solely from the Gross Revenues specified in the bond to which this coupon appertains, the amount shown above, without exchange or collection charges to the bearer hereof, payable in lawful money of the United States, being interest then due on the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS AT ARLINGTON APARTMENT REVENUE BOND, SERIES 1978, bearing the number hereinafter specified, dated November 1, 1978. The bearer hereof shall never have the right to demand payment of this obligation out of funds raised or to be raised by taxation. Bond No. _____.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Secretary

Chairman

(FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE)

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this bond and the proceedings for the issuance hereof have been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas and that it is a valid and binding special obligation of the Board of Regents of The University of Texas System payable from the revenues and other funds pledged to its payment by and in the proceedings authorizing the same, and I do further certify that this bond has this day been registered by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE at Austin, Texas, this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

Section 6: DEFINITIONS. That throughout this Resolution the following terms and expressions as used herein shall have the meaning as set forth hereinbelow unless the text indicates otherwise:

The term "Additional Bonds" shall mean the additional parity revenue bonds permitted to be authorized in this Resolution.

The term "Apartment System" shall mean and include the following: (1) the existing facilities known as Border West Apartments, West Apartments and Cooper South Apartments now owned and operated by the University and the existing facilities known as the Pisces Apartment Complex and the Capricorn Apartment Complex to be purchased and acquired by the University with a portion of the proceeds of the Bonds; (2) all buildings, facilities and services of all of the foregoing, together with all improvements, extensions and additions thereto and replacements thereof; and (3) any apartment, housing or other facilities at any time hereafter added to the Apartment System as provided in this Resolution; but excluding any facility or facilities from time to time abandoned, sold or disposed of pursuant to the provisions of this Resolution.

The term "Banks of Payment" shall mean Texas Commerce Bank National Association, Houston, Texas, or, at the option of the holder, Arlington Bank & Trust, Arlington, Texas.

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

The terms "bondholder" or "holder" shall mean any person or persons who shall be the bearer of one or more of the Bonds.

The term "Bonds" shall mean the Board of Regents of The University of Texas System, The University of Texas at Arlington Apartment Revenue Bonds, Series 1978 herein authorized.

The term "Gross Revenues" shall mean (i) the gross collections of all revenues, income, receipts, rentals, rates, charges, fees or other resources derived from the ownership and operation of the Apartment System, (ii) all interest and income derived from the deposit or investment of moneys credited to the Revenue Fund, Interest and Sinking Fund and Reserve Fund, and (iii) any additional revenues, income, receipts, rentals, rates, charges, fees or other resources which may hereafter be pledged to the payment of the Bonds and Additional Bonds.

The term "Operating and Maintenance Expenses" shall mean all necessary operating expenses, current maintenance charges, expenses of reasonable upkeep and repairs, the properly allocated share of charges for insurance and all other expenses incident to the operation of the Apartment System, except and excluding depreciation, capital expenditures, all general administrative expenses of the University and the Board, and payments into the Repair and Replacement Fund.

The term "Net Revenues" shall mean that portion of the Gross Revenues remaining after deducting therefrom the Operating and Maintenance Expenses of the Apartment System.

The term "University" shall mean The University of Texas at Arlington, Arlington, Texas.

Section 7: SOURCE OF PAYMENT. That the Bonds and any Additional Bonds and the interest thereon, are and shall be payable from, and secured by an irrevocable first lien on and pledge of, the Gross Revenues. The Bonds and any Additional Bonds and interest coupons appertaining thereto shall

constitute special obligations of the Board, payable solely from the Gross Revenues, and such obligations shall not constitute an indebtedness of the University, the Board, or the State of Texas, and the holders of the Bonds and Additional Bonds and the coupons attached thereto shall never have the right to demand payment thereof out of funds raised or to be raised by taxation.

Section 8: ESTABLISHMENT OF FUNDS. That there are hereby created and established the following funds:

(a) Apartment System Gross Revenue Fund (herein called the "Revenue Fund"), which shall be established as a separate account on the books of the University.

(b) Apartment Revenue Bonds Interest and Sinking Fund (herein called the "Interest and Sinking Fund"), which shall be established as a separate fund at an official depository of the University (which must be a member of the Federal Deposit Insurance Corporation).

(c) Apartment Revenue Bonds Reserve Fund (herein called the "Reserve Fund"), which shall be established as a separate fund at an official depository of the University (which must be a member of the Federal Deposit Insurance Corporation).

(d) Apartment System Major Repair and Replacement Fund (herein called the "Repair and Replacement Fund"), which shall be established as a separate account on the books of the University.

(e) Apartment System Operating and Maintenance Fund (herein called the "Operating and Maintenance Fund"), which shall be established as a separate account on the books of the University.

The Interest and Sinking Fund and the Reserve Fund shall constitute trust funds which shall be held in trust for the benefit of the holders of the Bonds and Additional Bonds. The Revenue Fund, Repair and Replacement Fund and Operating and Maintenance Fund shall constitute trust funds which shall be used solely as provided in this Resolution until all of the Bonds have been retired.

Section 9: FLOW OF FUNDS. That the Gross Revenues shall be deposited as collected into the Revenue Fund. Gross Revenues from time to time on deposit therein shall be applied in the following order of priorities:

(a) On or before November 30, 1978 and on or before the end of each month thereafter while any of the Bonds remain outstanding, there shall be transferred to the Interest and Sinking Fund amounts equal to 1/6th of the next maturing interest and 1/12th of the next maturing principal on the Bonds and Additional Bonds.

(b) On or before November 30, 1978 and on or before the end of each month thereafter, after making all required transfers to the Interest and Sinking Fund, there shall be transferred to the Reserve Fund the sum of \$2750 until the money and investments therein are at least equal in market value to the average annual principal and interest requirements on the

Bonds, and such transfers shall be resumed at any time that the balance in the Reserve Fund is reduced to less than such amount and shall be continued until such amount is again accumulated.

(c) On or before the end of the first month following the accumulation in the Reserve Fund of an amount equal to the average annual principal and interest requirements on the Bonds and any Additional Bonds, and on or before the end of each month thereafter during which the balance in the Reserve Fund is not less than such amount, there shall be transferred to the Repair and Replacement Fund the sum of \$2750 until the money and investments therein are at least equal in market value to \$100,000, and thereafter such transfers shall be resumed at any time that the balance in the Repair and Replacement Fund is reduced to less than such amount and shall be continued until such amount is again accumulated.

(d) On or before November 30, 1978 and on or before the end of each month thereafter, all amounts remaining in the Revenue Fund after making all of the transfers required above, shall be transferred to the Operating and Maintenance Fund.

(e) That if on any occasion there shall not be sufficient Gross Revenues to make the required deposits into the Interest and Sinking Fund, Reserve Fund or Repair and Replacement Fund, then such deficiencies shall be made up as soon as possible from the next available Gross Revenues, or from any other sources available for such purpose.

(f) That on or before each May 1 and November 1 while any of the Bonds remain outstanding, there shall be transferred to the Banks of Payment from the Interest and Sinking Fund (and from the Reserve Fund when and to the extent the amount in the Interest and Sinking Fund is otherwise insufficient) money sufficient to pay such interest on and such principal of the Bonds and Additional Bonds, if any, as will accrue or mature on such May 1 and November 1, together with the charges of the Banks of Payment and any premiums due on any Bonds called for redemption on such date. The Banks of Payment shall totally destroy all paid Bonds and Additional Bonds, if any, and the coupons appertaining thereto, and shall furnish the Board with an appropriate certificate of destruction.

(g) That whenever the total amount in the Interest and Sinking Fund and Reserve Fund is equal to the aggregate principal amount of the Bonds and Additional Bonds outstanding, plus all coupons thereto appertaining, matured and unmatured, no further payments need be made into the Interest and Sinking Fund or Reserve Fund. In determining the amount of Bonds and Additional Bonds outstanding, there shall be subtracted the amount of any Bonds or Additional Bonds for which funds shall have been deposited in the Banks of Payment sufficient for such redemption.

Section 10: INVESTMENT OF FUNDS. That money in all Funds maintained pursuant to this Resolution may, at the option of the Board, be placed in time deposits or invested

in direct obligations of or obligations the principal and interest of which are guaranteed by the United States of America; in direct obligations of or participation certificates guaranteed by the Federal Intermediate Credit Bank, Federal Land Banks, Federal National Mortgage Association, Federal Home Loan Banks, and Banks for Cooperatives; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued in terms of current market value as of the last day of February and August of each year. Interest and income derived from such deposits and investments shall be credited to the Fund from which the deposit or investment was made, except that, whenever the Reserve Fund contains the full amount required by this Resolution, interest and income derived therefrom may, at the discretion of the Board, be transferred to the Interest and Sinking Fund. Such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds or Additional Bonds.

Section 11: SECURITY OF FUNDS. That all money in all Funds maintained pursuant to this Resolution to the extent not invested, shall be secured in the manner prescribed by law for securing funds of the University, in principal amounts at all times not less than the amounts of money credited to such funds.

Section 12: REPAIR AND REPLACEMENT FUND. That all moneys from time to time on deposit to the credit of the Repair and Replacement Fund shall be used by the University for the purpose of paying any of the following expenses of the Apartment System not paid for from the Operating and Maintenance Fund: unusual or extraordinary maintenance or repairs, renewals and replacements, and the renovation or replacement of furniture and equipment not paid as part of the Operating and Maintenance Expenses of the Apartment System.

Section 13: OPERATING AND MAINTENANCE FUND. That moneys from time to time on deposit to the credit of the Operating and Maintenance Fund shall be used by the University to pay the Operating and Maintenance Expenses of the Apartment System. Any moneys remaining in the Operating and Maintenance Fund after payment of all Operating and Maintenance Expenses of the Apartment System may be used by the Board for any lawful purpose.

Section 14: ADDITIONAL BONDS. That the Board shall have the right and power at any time and from time to time, and in one or more series or issues, to authorize, issue, and deliver additional parity revenue bonds (herein called "Additional Bonds") in any amounts, for any lawful purpose, including the refunding of any Bonds or Additional Bonds. Such Additional Bonds, if and when authorized, issued, and delivered in accordance with this Resolution, shall be payable equally and ratably on a parity with the Bonds, and all other outstanding Additional Bonds, and secured by an irrevocable first lien on and pledge of the Gross Revenues. Each resolution under which Additional Bonds are issued shall provide that the Interest and Sinking Fund and the Reserve Fund shall secure and be used to pay all Additional Bonds as well as the Bonds. However, each resolution under which Additional Bonds are issued shall specifically provide and require that, in addition to the amounts required by the provisions of all resolutions authorizing the Bonds and any

then outstanding Additional Bonds to be deposited to the credit of the Interest and Sinking Fund and Reserve Fund, the Board shall transfer from the Gross Revenues and deposit to the credit of the Interest and Sinking Fund at least such additional amounts as are required for the payment of all principal of and interest on said Additional Bonds then being issued, as the same comes due, and that the Board shall transfer from said Gross Revenues and deposit to the credit of the Reserve Fund at least such amounts as will, together with any amounts already deposited in the Reserve Fund or other amounts required to be subsequently deposited therein in connection with the Bonds and any other then outstanding Additional Bonds, be sufficient to cause the Reserve Fund to accumulate and contain, within a period of not to exceed five years after the date of said Additional Bonds then being issued, a total amount of money and investments at least equal in market value to the average annual principal and interest requirements of such proposed Additional Bonds, the then outstanding Bonds, and any then outstanding Additional Bonds. The principal of all Additional Bonds must be scheduled to be paid or mature on November 1 of the years in which such principal is scheduled to be paid or mature; and all interest thereon must be payable on November 1 and May 1. Additional Bonds shall be issued only in accordance with the resolutions authorizing the Bonds and Additional Bonds then outstanding; however, notwithstanding any provisions of such resolutions to the contrary, no installment, series, or issue of Additional Bonds shall be issued or delivered unless:

(a) The senior financial officer of the The University of Texas System signs a written certificate to the effect that the Board is not in default as to any covenant, condition, or obligation in connection with the then outstanding Bonds and Additional Bonds, and the resolutions authorizing same, and that the Interest and Sinking Fund and Reserve Fund each contain the amount then required to be therein.

(b) The State Auditor of the State of Texas, or a certified public accountant, signs a written certificate to the effect that, during either the University's fiscal year, or the twelve calendar month period, next preceding the date of execution of such certificate, the Net Revenues were at least equal to 1.25 times the average annual principal and interest requirements of all Bonds and Additional Bonds then outstanding.

(c) The senior financial officer of The University of Texas System signs a written certificate to the effect that during each University fiscal year while any Bonds or Additional Bonds, including the proposed Additional Bonds, are scheduled to be outstanding, beginning with the fiscal year next following the date of the then proposed Additional Bonds, the Net Revenues estimated to be received during each of said fiscal years, respectively, will be at least equal to 1.25 times the principal and interest requirements on all then outstanding Bonds and Additional Bonds, and the then proposed Additional Bonds, during each of said fiscal years, respectively;

provided, however, that requirements (b) and (c) shall not apply to any refunding bonds with average annual principal and interest requirements no greater than those of the bonds being refunded.

Section 15: RATES AND CHARGES. That the Board covenants and agrees that it shall fix, levy, charge and collect, so long as the Bonds remain outstanding, rental rates and charges for the use and occupancy of the Apartment System which shall at all times produce Gross Revenues sufficient to pay principal of and interest on the Bonds and any Additional Bonds as same becomes due, to establish and maintain the Reserve Fund and Repair and Replacement Fund in the amounts required by this Resolution and any resolutions authorizing Additional Bonds and to pay all Operating and Maintenance Expenses of the Apartment System.

Section 16: INSURANCE. (a) That the Board covenants and agrees that, so long as the Bonds remain outstanding, it shall maintain fire and extended coverage insurance on the Apartment System in amounts sufficient to provide for not less than full recovery whenever a loss from perils insured against does not exceed 80% of the full insurable value of the damaged property. Such insurance shall be carried with a reliable insurance company or companies and the premiums on such insurance shall be paid as an Operating and Maintenance Expense. Upon the happening of any loss or damage covered by such policies, the Board shall make proof of loss and shall do all things necessary or desirable to cause the insurance company to make payment in full directly to the Board. Upon the happening of any loss or damage to the insured property, the Board shall forthwith repair or replace the damaged or destroyed property and shall apply the insurance proceeds solely for that purpose. Any insurance proceeds remaining after the repair and replacement of the damaged or destroyed property shall be deposited to the credit of the Reserve Fund. If the insurance proceeds shall be insufficient to make the property suffering such loss or damage tenantable or useful, and if no other funds are available for such purpose, then the insurance proceeds shall be deposited to the credit of the Reserve Fund.

(b) That the Board further covenants and agrees that, so long as the balance in the Reserve Fund is less than the full amount required to be accumulated therein, it shall maintain use and occupancy insurance on the Apartment System in an amount equal to the average annual principal and interest requirements on the Bonds and Additional Bonds then outstanding.

Section 17: ADDITIONS TO APARTMENT SYSTEM; DISPOSITION OF SYSTEM PROPERTY.

(a) That the Board may at any time add any apartment, housing or other facilities to the Apartment System by adopting a resolution or resolutions designating such facility or facilities as a part of the Apartment System, and thereupon the Gross Revenues of each such additional facility shall immediately become subject to the lien and pledge of this Resolution.

(b) That the Board reserves the right to abandon, sell or dispose of any facility or building constituting a part of the Apartment System, provided that it certifies prior to such abandonment, sale or disposition either (i) the building or facility to be abandoned, sold or disposed of is no longer economically capable of producing Net Revenues; or (ii) the Net Revenues of the remaining Apartment System during either the University's Fiscal Year, or the twelve calendar month period, next preceding the date of such

abandonment, sale or disposition plus the estimated annual Net Revenues of any building or facility to be added to the Apartment System are at least 1.25 times the average annual principal interest requirements of all Bonds and Additional Bonds then outstanding.

Section 18: ADDITIONAL COVENANTS. The Board covenants and agrees that:

(a) It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution and in each and every Bond and Additional Bond; that it will promptly pay or cause to be paid from the Gross Revenues the principal of and interest on every Bond and Additional Bond, on the dates and in the places and manner prescribed in such Bonds or Additional Bonds; and that it will, at the times and in the manner prescribed herein, deposit or cause to be deposited, from the Gross Revenues, the amounts of money specified herein.

(b) It is duly authorized under the laws of the State of Texas to create and issue the Bonds; that all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the holders thereof are and will be valid and enforceable special obligations of the Board in accordance with their terms.

(c) The University owns and is lawfully possessed of, or will own and be lawfully possessed of within a reasonable time after the sale and delivery of the Bonds, the Apartment System, and has, or will have, good and indefeasible estate in such Apartment System in fee simple, that it warrants that it has, and will defend, the title to all the aforesaid Apartment System, and every part thereof and improvements thereon, for the benefit of the holders of the Bonds and Additional Bonds against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Gross Revenues to the payment of the Bonds and Additional Bonds in the manner prescribed herein, and has lawfully exercised such rights.

(d) It will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon the Apartment System, that it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and that it will not create or suffer to be created any mechanic's, laborer's, materialman's or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment, or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the Board.

(e) Insofar as it lawfully may, it will continuously and efficiently operate and maintain in good condition, and

at a reasonable cost, the Apartment System and the facilities and services thereof, so long as any Bonds are outstanding.

(f) While the Bonds are outstanding and unpaid, the Board shall not additionally encumber the Gross Revenues in any manner, except as permitted by this Resolution in connection with the issuance of Additional Bonds, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Resolution.

(g) Proper books of record and account will be kept in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the Apartment System, and each year while any of the Bonds is outstanding, the University will prepare from such books of record and account a preliminary financial report containing statements of (i) Gross Revenues, Operating and Maintenance Expenses and Net Revenues, (ii) year end balances in funds maintained pursuant to the Resolution and changes in such fund balances from the previous fiscal year and (iii) a schedule of insurance policies, if any, based on the fiscal year of the University beginning on September 1 of each year and ending on August 31 of the following year. Such preliminary reports shall be furnished to the original purchasers of the Bonds, the Municipal Advisory Council of Texas, the principal municipal bond rating agencies and any holder of the Bonds who shall request same.

(h) That each year while any of the Bonds is outstanding, an audit will be made of its books and accounts relating to the Apartment System by the State Auditor of the State of Texas, or a certified public accountant, such audit to be based on the fiscal year of the University beginning on September 1 of each year and ending on August 31 of the following year. As soon as practicable after the close of each such fiscal year, and when said audit has been completed and made available to the Board, a copy of such audit for the preceding fiscal year shall be mailed to the original purchasers of the Bonds, and to all other bondholders who shall so request. Such annual audit reports shall be open to the inspection of the bondholders and their agents and representatives at all reasonable times.

Section 19: NO ARBITRAGE. That the Board certifies that based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered and paid for, the Board reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion of the Bonds to be an "arbitrage bond" under Section 103(c)(2) of the Internal Revenue Code of 1954, as amended, and the regulations prescribed thereunder. Furthermore, all officers, employees and agents of the Board or the University are authorized and directed to provide certifications of facts and estimates which are material to the reasonable expectations of the Board as of the date the Bonds are delivered and paid for. In particular, all or any officers of the Board or the University are authorized to certify for the Board the facts and circumstances and reasonable expectations of the Board on the date the Bonds are delivered and paid for regarding the amount and use of the proceeds of the Bonds. Moreover, the Board covenants that it shall make such use of the proceeds of the Bonds, regulate investments of proceeds of

the Bonds, and take such other and further action as may be required so that the Bonds shall not be "arbitrage bonds" under Section 103(c)(2) of the Internal Revenue Code of 1954, as amended, and regulations prescribed from time to time thereunder.

Section 20: DISCHARGE BY DEPOSIT. That the Board may discharge its obligation to the holders of any or all of the Bonds and coupons appertaining thereto to pay principal, interest and redemption premium (if any) thereon by depositing with the State Treasurer or at the Banks of Payment either: (1) cash equivalent to the principal amount and redemption premium, if any, plus interest to the date of maturity or redemption, or (2) direct obligations of, or obligations the principal and interest of which are guaranteed by, the United States of America, in principal amounts and maturities and bearing interest at rates sufficient to provide for the timely payment of the principal amount and redemption premium, if any, on such Bonds plus interest to the date of maturity or redemption; provided, however, that if any of such Bonds are to be redeemed prior to their date of maturity, provision shall have been made for giving notice of redemption as provided herein. Upon such deposit, the Bonds and coupons appertaining thereto shall no longer be regarded as outstanding and unpaid. Also, whenever provision is made in the above manner for payment of any Additional Bonds, such bonds shall no longer be deemed outstanding for purposes of any provision contained herein.

Section 21: APPROVAL AND REGISTRATION. That the Chairman of the Board is hereby authorized to have control of the Bonds and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of said Bonds, said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate printed and endorsed on each of the Bonds and the seal of said Comptroller shall be impressed, or placed in facsimile, on each of the Bonds.

Section 22: SALE AND DELIVERY. That the sale of the Bonds is hereby awarded to Texas Commerce Bank National Association for a price of par plus accrued interest thereon from the date thereof to the date of actual delivery, subject to the approving opinions, as to the legality of the Bonds, of the Attorney General of the State of Texas and Vinson & Elkins, Houston, Texas, market attorneys. When said Bonds have been approved by the Attorney General and registered by the Comptroller of Public Accounts of the State of Texas, they shall be delivered to the named purchaser upon receipt of the full purchase price.

Section 23: APPLICATION OF CERTAIN BOND PROCEEDS. That a portion of the proceeds from the delivery and sale of the Bonds shall be applied to refund and pay in full three (3) outstanding notes secured by liens on the Border West Apartments, West Apartments and Cooper South Apartments (which comprise a portion of the Apartment System) and to discharge and release the liens securing same, by depositing with the State Treasurer of the State of Texas an amount sufficient to pay the outstanding principal balances of said notes and accrued interest thereon to the date of payment,

together with prepayment charges, if any, the statutory fee of the State Treasurer and any other applicable fees or charges to be incurred in connection therewith, under and in strict compliance with Article 717k, Vernon's Texas Civil Statutes, as amended. Upon the deposit of such funds with the State Treasurer, he is hereby authorized and directed to forward such funds (excepting fees for his services) to the owners and holders of the notes being refunded.

Section 24: OFFERING DOCUMENTS. That the Offering Memorandum, together with any supplements and amendments thereto, are hereby ratified, authorized and approved for use in connection with the sale and distribution of the Bonds.

Section 25: CAPTIONS. The captions of the Sections of this Resolution have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof.

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G. INTRODUCTIONS

H. RECESS FOR COMPLETION OF COMMITTEE MEETINGS

1. System Administration Committee
Committee Chairman Williams
2. Academic and Developmental Affairs Committee
Committee Chairman Sterling
3. Buildings and Grounds Committee (if business not completed on Thursday)
Committee Chairman Bauerle
4. Health Affairs Committee
Committee Chairman Law
5. Land and Investment Committee
Committee Chairman Clark
6. Committee of the Whole
Chairman Shivers
 - a. Open Session
 - b. Executive Session. --If business is not completed on Thursday, the Board will retire to the Regents' Committee Room and continue its discussion as outlined previously (Page B of R-1).

System Administration Committee

SYSTEM ADMINISTRATION COMMITTEE
Committee Chairman Williams

Date: October 20, 1978

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

Place: Regents' Meeting Room, 9th Floor, Ashbel Smith Hall
Austin, Texas

- | | <u>Page</u>
<u>SAC</u> |
|---|---------------------------|
| 1. Galveston Medical Branch (Galveston Hospitals) - Texas Department of Corrections Hospital: Preparation of Site by (a) Demolition of Randall Pavilion and (b) Relocation of Existing Service and Emergency Drive (1-B&G-79 and 2-B&G-79) | 2 |
| 2. Galveston Medical Branch: Exception to Regents' Rules and Regulations, Part One, Chapter III, Section 5.32 (Nepotism) to Permit Employment of Drs. Charles W. Daeschner, III and Opal Jean Hood Daeschner (9-CW-78) | 2 |
| 3. Houston Health Science Center: Proposed Affiliation Agreement with St. Joseph Hospital, Houston, Texas (1-Med-79) | 2 |
| 4. System Administration, U. T. Arlington, U. T. Austin, U. T. El Paso, U. T. San Antonio, Dallas Health Science Center and its Dallas Southwestern Medical School and Dallas School of Allied Health Sciences, Galveston Medical Branch and its Galveston Medical School, Houston Health Science Center and its Houston Medical School and Houston Dental Branch, San Antonio Health Science Center and its San Antonio Medical School, and University Cancer Center (M. D. Anderson): Amendments to the 1977-78 and 1978-79 Budget (11-B-78, 12-B-78, and 1-B-79) | 3 |

1. Galveston Medical Branch (Galveston Hospitals) - Texas Department of Corrections Hospital: Preparation of Site by (a) Demolition of Randall Pavilion and (b) Relocation of Existing Service and Emergency Drive (1-B&G-79 and 2-B&G-79). --With respect to the site for the Texas Department of Corrections Hospital, it is recommended by President Levin and System Administration that:
 - a. Authorization be given to the Administration and Physical Plant of The University of Texas Medical Branch at Galveston to perform all actions necessary to award a contract for the demolition of the existing Randall Pavilion with the cost of the demolition not to exceed an estimated \$75,000 from the legislative funds appropriated for this Hospital
 - b. Authorization be given to the project architect to complete plans and specifications for the relocation of the service and emergency drive and that Galveston Medical Branch Administration and Physical Plant be authorized to perform all actions necessary to award a contract for the relocation of the drive. The cost for the relocation of the service and emergency drive is not to exceed an estimated \$70,000 from the legislative funds appropriated for this Hospital

2. Galveston Medical Branch: Exception to Regents' Rules and Regulations, Part One, Chapter III, Section 5.32 (Nepotism) to Permit Employment of Drs. Charles W. Daeschner, III and Opal Jean Hood Daeschner (9-CW-78). --It is recommended by President Levin and System Administration that an exception be made to the Regents' Rules and Regulations, Part One, Chapter III, Section 5.32 concerning nepotism to permit the employment of Drs. Charles W. Daeschner, III and Opal Jean Hood Daeschner in the Department of Pediatrics at The University of Texas Medical Branch at Galveston. Drs. Daeschner are the son and daughter-in-law of Dr. Charles W. Daeschner, Jr., Professor and Chairman of the Department of Pediatrics.

3. Houston Health Science Center: Proposed Affiliation Agreement with St. Joseph Hospital, Houston, Texas (1-Med-79). --It is recommended by System Administration that approval be given to the affiliation agreement by and between The University of Texas Health Science Center at Houston and St. Joseph Hospital, a division of Sisters of Charity of the Incarnate Word, Houston, Texas, to be effective upon approval by the Board of Regents. This agreement is based on the model agreement adopted by the Board of Regents on December 16, 1977 and was executed by the appropriate officials of the institution and the facility on August 14, 1978.

4. System Administration, U. T. Arlington, U. T. Austin, U. T. El Paso, U. T. San Antonio, Dallas Health Science Center and its Dallas Southwestern Medical School and Dallas School of Allied Health Sciences, Galveston Medical Branch and its Galveston Medical School, Houston Health Science Center and its Houston Medical School and Houston Dental Branch, San Antonio Health Science Center and its San Antonio Medical School, and University Cancer Center (M. D. Anderson): Amendments to the 1977-78 and 1978-79 Budget (11-B-78, 12-B-78, and 1-B-79).--

RECOMMENDATION

The appropriate chief administrative officers, concurred in by System Administration, recommend that their respective 1977-78 and 1978-79 Operating Budget be amended as indicated on the pages set out below:

- The University of Texas System Administration,
Page SAC - 4
- The University of Texas at Arlington, Pages SAC 5 - 7
- The University of Texas at Austin, Pages SAC 8 - 20
- The University of Texas at El Paso, Page SAC - 21
- The University of Texas at San Antonio, Page SAC - 21
- The University of Texas Health Science Center at
Dallas and its Dallas Southwestern Medical School and
Dallas School of Allied Sciences, Pages SAC 22-26
- The University of Texas Medical Branch at Galveston
and its Galveston Medical School, Pages SAC 27 - 29
- The University of Texas Health Science Center at Houston
and its Houston Medical School and Houston Dental
Branch, Pages SAC 30 - 32
- The University of Texas Health Science Center at San
Antonio and its San Antonio Medical School,
Pages SAC 33 - 36
- The University of Texas System Cancer Center
(M. D. Anderson), Page SAC - 37

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

THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION

1977-78 BUDGET

SAC - 4

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
3.	System Airplane Operation - Transfer of Funds	From: Available University Fund Unappropriated Balance	To: System Airplane Operation- Maintenance, Operation, Travel & Equipment \$86,000 Lease Equipment Costs <u>12,000</u>	
	Amount of Transfer	\$98,000	<u>\$98,000</u>	---

THE UNIVERSITY OF TEXAS AT ARLINGTON

1977-78 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
12.	Plant Funds Transfer of Funds	From: Unappropriated Balance via Estimated Income and Services Department Charges	To: Capital Improvements - Unexpended Plant Funds: Landscaping and Irrigation \$ 100,000 Repair of Streets and Parking Lots 100,000 Energy Monitoring System 300,000 Purchase of Data Processing Equipment 100,000 Replacement of Print Shop Equipment <u>50,000</u>	
	Amount of Transfer	\$ <u>650,000</u>	\$ <u>650,000</u>	---

The allocation of Funds Under Captial Improvements transfer will be as follows:

1. Minor Repair and Remodeling of Physical Plant

- a. Landscaping and Irrigation (\$100,000). These funds will be used to continue the landscaping program of the University.
- b. Repair and Replacement of Streets and Parking Lots (\$100,000). The continuation of Monroe Street through the parking lot has caused damage to the parking area. The street needs to be improved from Second Street through the parking lot to Cooper Street.

THE UNIVERSITY OF TEXAS AT ARLINGTON

1977-78 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
12.	Plant Funds (Continued)			
	2. Acquisition of monitoring system for control of energy consumption on campus (\$300,000).			
	3. For the purchase of Automatic Data Processing equipment associated with the utilization of the IBM 370/155.			
	4. Set aside funds so that they may be accumulated for major replacement of equipment in the Print Shop (\$50,000).			
	Details of projects, as applicable, will be submitted for approval through the appropriate Board committees.			

1978-79 BUDGET

1.	Judith A. Birmingham (Non-tenure) Graduate School of Social Work Academic Rate 1978-79 Original Budget Source of Funds: Unallocated Faculty Salaries	Specialist \$ 15,000 (1977-78) 15,000	Specialist \$ 17,750	9-1-78
2.	Ernest L. Buckley (Tenure) Architecture and Environmental Design Academic Rate 1978-79 Original Budget Source of Funds: Unallocated Faculty Salaries	Professor \$ 21,500 (1977-78) 22,000	Professor \$ 23,500	9-1-78

THE UNIVERSITY OF TEXAS AT ARLINGTON

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
3.	Carroll L. Wright, Jr. (Tenure) Architecture and Environmental Design Academic Rate 1978-79 Original Budget Source of Funds: Unallocated Faculty Salaries	Associate Professor \$ 19,500 (1977-78) 20,500	Associate Professor \$ 22,000	9-1-78
4.	James W. Callicut (Tenure) Graduate School of Social Work Administrative Rate (12 mos) Academic Rate (9 mos) 1978-79 Original Budget: Administrative Rate (12 mos) Academic Rate (9 mos)	Associate Dean and Professor \$ 38,000 (1977-78) 26,740 (1977-78) 37,440 28,080	Associate Dean and Professor \$ 40,000 30,000	9-1-78 9-1-78
5.	Thomas R. Kennedy Academic Computing Service Salary Rate 1978-79 Original Budget Source of Funds: Transfer from Wages account	Supervisor, Computer Operations \$ 16,440 (1977-78)	Supervisor, Computer Operations \$ 18,804	9-1-78

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THE UNIVERSITY OF TEXAS AT AUSTIN

1977-78 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
41.	Auxiliary Enterprises - Intercollegiate Athletics for Men Transfer of Funds	From: Intercollegiate Athletics for Men Unappropriated Balance	To: Intercollegiate Athletics for Men Other Expenses	
	Amount of Transfer	\$40,000	\$40,000	---
42.	Auxiliary Enterprises - Division of Housing and Food Service - Simkins Hall Transfer of Funds	From: Simkins Hall Unappropriated Balance via Estimated Income	To: Simkins Hall - Classified Salaries \$ 7,244 Other Expenses <u>13,756</u>	
	Amount of Transfer	\$21,000	<u>\$21,000</u>	---
43.	Auxiliary Enterprises - McDonald Observatory (Visitors' Center and Transient Quarters) Transfer of Funds	From: McDonald Observatory Unappropriated Balance	To: McDonald Observatory - Other Expenses	
	Amount of Transfer	\$6,715	\$6,715	---
44.	Auxiliary Enterprises - Recreational Sports Transfer of Funds	From: Student Services Fees (Required) Unappropriated Balance	To: Tennis Courts at Port Aransas Marine Science Institute	
	Amount of Transfer	\$7,184	\$7,184	---

Additional funds are needed for asphalt parking, concrete curbs, and concrete walks for Port Aransas Marine Science Institute tennis court project.

THE UNIVERSITY OF TEXAS AT AUSTIN

1977-78 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
45.	Auxiliary Enterprises - Parking and Traffic Transfer of Funds	From: Parking and Traffic Unappropriated Balance	To: Parking and Traffic Classified Salaries \$ 4,300 Other Expenses <u>25,000</u>	
	Amount of Transfer	\$29,300	<u>\$29,300</u>	---
46.	Auxiliary Enterprises - Faculty Center Transfer of Funds	From: Faculty Center Unappropriated Balance via Estimated Income	To: Faculty Center Other Expenses	
	Amount of Transfer	\$30,000	\$30,000	---
47.	Art Teaching Gallery - Archer M. Huntington Museum Fund (Current Restricted Funds) Transfer of Funds	From: Archer M. Huntington Museum Fund - Securities Income Account	To: Art Teaching Gallery - Archer M. Huntington Museum Fund	
	Amount of Transfer	\$82,000	\$82,000	---
48.	Auxillary Enterprises - Intercollegiate Athletics for Men Transfer of Funds	From: Intercollegiate Athletics for Men Unappropriated Balance	To: Intercollegiate Athletics for Men - Other Expenses	
	Amount of Transfer	\$20,000	\$20,000	---

THE UNIVERSITY OF TEXAS AT AUSTIN

1977-78 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
49.	Auxillary Enterprises - Intercollegiate Athletics for Men Transfer of Funds	From: Intercollegiate Athletics for Men Unappropriated Balance	To: Intercollegiate Athletics for Men - Administrative and Pro- fessional Salaries \$ 5,400 Other Salaries and Wages 15,000 Other Expenses 73,000 <u>\$93,400</u>	---
	Amount of Transfer	\$93,400		
50.	Plant Funds Projects Transfer of Funds	From: Available University Fund Unappropriated Balance (via Budget Allocations)	To: Plant Funds Projects: Zoology - Undergraduate Instructional Laboratory Equipment and Graduate Instructional and Research Equipment \$ 483,000 Mechanical Engineering - Upgrade Instructional Cap- abilities, including Equip- ment Installation and Minor Remodeling 638,000 Home Economics - Special Equipment and Laboratory Expenses 236,000 Home Economics - Equipment Installation and Renovation Projects in Gearing and Painter Halls 35,000 School of Nursing - Special Equipment 52,500 Balcones Research Center - Main Campus Microwave Link 49,000 <u>49,000</u>	
	Amount of Transfer	\$1,493,500		<u>\$1,493,500</u>

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THE UNIVERSITY OF TEXAS AT AUSTIN

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
1.	Samuel L. Myers, Jr. (Non-tenure) Economics Academic Rate 1978-79 Original Budget Source of Funds: Dean's Reserve	Assistant Professor \$ 17,000 (1977-78) 17,400	Assistant Professor \$ 19,000	9-1-78
2.	Norval D. Glenn (Tenure) Sociology Academic Rate 1978-79 Original Budget Source of Funds: Dean's Reserve	Professor \$ 29,500 (1977-78) 30,400	Professor \$ 31,500	9-1-78
3.	Angela Dean (Non-tenure) Mathematics Academic Rate	Instructor \$ 10,000 (1977-78)	Instructor \$ 14,500	9-1-78
4.	Mark G. Yudof (Tenure) School of Law Academic Rate 1978-79 Original Budget Source of Funds: Unallocated Teaching Salaries	John S. Redditt Professor \$ 32,366 (1977-78) 35,000	John S. Redditt Professor \$ 37,000	9-1-78
5.	Joseph P. Hazel (Non-tenure) School of Law Academic Rate 1978-79 Original Budget	Lecturer (1/2 T) \$ 18,000 (1977-78) 18,800	Lecturer (FT) \$ 30,500	9-1-78

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THE UNIVERSITY OF TEXAS AT AUSTIN

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
6.	Robert J. Baker Computation Center Salary Rate 1978-79 Original Budget	Assistant Director, Computation Center \$ 25,404 (1977-78) 26,268	Assistant Director, Computation Center \$28,080	9-1-78
7.	William E. Galloway Bureau of Economic Geology Salary Rate 1978-79 Original Budget	Research Scientist \$ 24,000 (1977-78) 25,000	Research Scientist \$ 26,400	9-1-78
8.	Charles W. Kreitler Bureau of Economic Geology Salary Rate 1978-79 Original Budget Sources of Funds: Departmental Administrative and Professional Salaries and U.S. Department of Energy Contract	Research Scientist \$ 23,500 (1977-78) 24,750	Research Scientist \$ 25,800	9-1-78
9.	Robert A. Morton Bureau of Economic Geology Salary Rate 1978-79 Original Budget Sources of Funds: Departmental Administrative and Professional Salaries and Interagency Contract	Research Scientist \$ 24,000 (1977-78) 25,500	Research Scientist \$ 26,400	9-1-78

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THE UNIVERSITY OF TEXAS AT AUSTIN

1978-79 BUDGET

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Item No.	Explanation	Present Status	Proposed Status	Effective Dates
10.	Paul L. Donoho Marine Science Institute - Galveston Salary Rate Source of Funds: U.S. Navy Contract	Research Scientist \$ 36,400 (1977-78)	Research Scientist \$ 38,875	9-1-78
11.	Mark H. Houston Marine Science Institute - Galveston Salary Rate Source of Funds: NSF Grant	Research Scientist \$ 21,421 (1977-78)	Research Scientist \$ 23,600	9-1-78
12.	Abou-Bakr Ibrahim Marine Science Institute - Galveston Salary Rate Source of Funds: U.S. Navy Contract	Research Scientist \$ 22,804 (1977-78)	Research Scientist \$ 25,130	9-1-78
13.	Connie R. Arnold Marine Science Institute - Port Aransas Salary Rate Source of Funds: Current Restricted - Caesar Kleberg Foundation Grant	Research Scientist \$ 30,500 (1977-78)	Research Scientist \$ 34,000	9-1-78

THE UNIVERSITY OF TEXAS AT AUSTIN

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
14.	David N. Dittmar McDonald Observatory Salary Rate 1978-79 Original Budget Sources of Funds: Departmental Administrative and Professional Salaries and McDonald Observatory Revolving Fund	Special Research Associate \$ 30,024 (1977-78) 31,044	Special Research Associate \$ 32,100	9-1-78
15.	Alvin L. Mitchell McDonald Observatory Salary Rate 1978-79 Original Budget Sources of Funds: McDonald Observatory Revolving Fund and McDonald Observatory Shop Funds	Research Engineer Associate IV \$ 19,440 (1977-78) 19,440	Research Engineer Associate IV \$ 21,492	9-1-78
16.	Paul H. Rybski McDonald Observatory and Astronomy Salary Rate Sources of Funds: McDonald Observatory Revolving Fund and U.S. Air Force contract for the Department of Astronomy	Research Scientist Associate V \$ 21,492 (1977-78)	Research Scientist Associate V \$ 23,760	9-1-78
17.	Fred C. Sanner McDonald Observatory and Astronomy Salary Rate Sources of Funds: McDonald Observatory Revolving Fund and NASA contract for the Department of Astronomy	Postdoctoral Research Associate \$ 12,168 (1977-78)	Postdoctoral Research Associate \$ 14,376	9-1-78

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THE UNIVERSITY OF TEXAS AT AUSTIN

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
18.	Bernard F. Tupa Applied Research Laboratories Salary Rate 1978-79 Original Budget Sources of Funds: Government Contract-Payroll Clearing Account	Research Engineer Associate V \$ 21,492 (1977-78) 22,224	Research Engineer Associate V \$ 24,564	9-1-78
19.	Mircea D. Driga Center for Electromechanics Salary Rate Source of Funds - Government Contract-Payroll Clearing Account	Research Engineer \$ 26,268 (1977-78)	Research Engineer \$ 30,000	9-1-78
20.	William F. Weldon Center for Electromechanics Salary Rate Source of Funds: Government Contract-Payroll Clearing Account	Research Engineer \$ 28,000 (1977-78)	Research Engineer \$ 35,000	9-1-78
21.	Rosalie P.N. Anderson School of Social Work - Resource Center on Child Abuse and Neglect Salary Rate Source of Funds: HEW - Office of Human Development Grant	Project Director \$ 19,700 (1977-78)	Project Director \$ 23,000	9-1-78

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THE UNIVERSITY OF TEXAS AT AUSTIN

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
22.	David F. Brower Fusion Research Center Salary Rate Source of Funds: U.S. Department of Energy contract and U.S. Army contract	Assistant Director-Engineering and Technology, and Project Director \$ 49,538 (1977-78)	Assistant Director-Engineering and Technology, and Project Director \$ 53,000	9-1-78
23.	George L. Cardwell, III Fusion Research Center Salary Rate Source of Funds: U.S. Department of Energy contract	Research Engineer \$ 28,080 (1977-78)	Research Engineer \$ 30,900	9-1-78
24.	H. Ward Harris Fusion Research Center Salary Rate Source of Funds: U.S. Department of Energy Contract	Special Research Associate \$ 35,484 (1977-78)	Special Research Associate \$ 37,944	9-1-78
25.	Richard D. Hazeltine Fusion Research Center Salary Rate Source of Funds: U.S. Department of Energy contract	Research Scientist \$ 30,570 (1977-78)	Research Scientist \$ 34,800	9-1-78
26.	Jiri Jancarik Fusion Research Center Salary Rate Source of Funds: Texas Atomic Energy Research Foundation	Research Scientist \$ 32,101 (1977-78)	Research Scientist \$ 35,400	9-1-78

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THE UNIVERSITY OF TEXAS AT AUSTIN

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
27.	Alan B. Macmahon Fusion Research Center Salary Rate Sources of Funds: U.S. Department of Energy contracts	Research Program Manager \$ 31,673 (1977-78)	Research Program Manager \$ 33,900	9-1-78
28.	Henry R. Strauss Fusion Research Center Salary Rate Source of Funds: U.S. Department of Energy contract	Research Scientist Associate V \$ 26,268 (1977-78)	Research Scientist Associate V \$ 29,040	9-1-78
29.	Alan A. Ware Fusion Research Center Salary Rate Source of Funds: U.S. Department of Energy contract	Research Scientist \$ 46,492 (1977-78)	Research Scientist \$ 49,700	9-1-78
30.	Paul Wildi Fusion Research Center Salary Rate Source of Funds: U.S. Department of Energy contract	Research Engineer \$ 41,792 (1977-78)	Research Engineer \$ 44,700	9-1-78
31.	Henry V. Wong Fusion Research Center Salary Rate Source of Funds: U.S. Department of Energy contract (continuing a leave without pay which began 10/1/77)	Research Scientist (On Leave Without Pay) \$ 31,008 (1977-78)	Research Scientist (On Leave Without Pay) \$ 33,200	9/1-9/30

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THE UNIVERSITY OF TEXAS AT AUSTIN

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
32.	Clifford Gustafson Intercollegiate Athletics for Men	Head Baseball Coach	Head Baseball Coach	
	Salary Rate	\$ 19,700 (1977-78)	\$ 24,000	9-1-78
	1978-79 Original Budget	21,000		
33.	Cleburne Price, Jr. Intercollegiate Athletics for Men	Head Track Coach, Director of Texas Relays	Head Track Coach, Director of Texas Relays	
	Salary Rate	\$ 19,000 (1977-78)	\$ 23,000	9-1-78
	1978-79 Original Budget	20,000		
34.	James L. Blackwood Intercollegiate Athletics for Men	Assistant Track Coach, Assistant Director of Texas Relays	Assistant Track Coach, Assistant Director of Texas Relays	
	Salary Rate	\$ 13,000 (1977-78)	\$ 15,500	9-1-78
	1978-79 Original Budget	14,000		
35.	Jones W. Ramsey Intercollegiate Athletics for Men	Sports News Director	Sports News Director	
	Salary Rate	\$ 18,700 (1977-78)	\$ 21,000	9-1-78
	1978-79 Original Budget	20,000		
36.	Michael K. Stephens Intercollegiate Athletics for Men	Acting Head Trainer	Acting Head Trainer	
	Salary Rate	\$ 17,000 (1977-78)	\$ 20,000	9-1-78
	1978-79 Original Budget	16,500		

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THE UNIVERSITY OF TEXAS AT AUSTIN

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
37.	Dana L. LeDuc Intercollegiate Athletics for Men and Women Salary Rate 1978-79 Original Budget	Strength Coach \$ 10,000 (1977-78) 11,000	Strength Coach \$ 12,500	9-1-78
38.	Michael S. Brown Intercollegiate Athletics for Women Salary Rate 1978-79 Original Budget	Diving Coach \$ 16,000 (1977-78) 17,450	Diving Coach \$ 19,394	9-1-78
39.	Auxiliary Enterprises - Longhorn Aquatics Program Transfer of Funds	From: Auxiliary Enterprises - Unappropriated Balance via Estimated Income	To: Longhorn Aquatics Program: Salaries and Wages - \$ 61,253 Other Operating Expenses - 112,096 Texas Swimming Center - 11,376 Unallocated - <u>11,875</u>	
	Amount of Transfer	<u>\$ 196,600</u>	<u>\$ 196,600</u>	---

To establish an operating budget for the Longhorn Aquatics Program for 1978-79.

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THE UNIVERSITY OF TEXAS AT AUSTIN

1978-79 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
40.	Auxiliary Enterprises - U.T. Austin Student Publications - UTmost Magazine Transfer of Funds	From: U.T. Austin Student Publications Unappropriated Balance via Estimated Income	To: UTmost Magazine - Salaries and Wages - \$ 10,843 Other Operating Expenses - 20,324	
	Amount of Transfer	\$ <u>31,167</u>	\$ <u>31,167</u>	---

TSP has published several magazines in the past, including Texas Ranger, Pearl, and Maverick, but all were discontinued because of lack of support from students and advertisers. No magazine was published in 1977-78. Now the TSP Board wants to start a new general interest magazine, UTmost, a slick 8 1/2 x 11 inch magazine with full color pictures. It will be sold by mail subscriptions and by individual copies on campus. Students writing and editing the magazine can get credit for a journalism internship course, under the supervision of a journalism faculty member.

41.	Plant Funds Projects Transfer of Funds	From: Available University Fund Unappropriated Balance (via Budget Allocations)	To: Plant Funds Project - Home Economics - Equipment Installation and Renovation Projects in Gearing and Painter Halls	
	Amount of Transfer	\$ <u>465,000</u>	\$ <u>465,000</u>	---

The Nutrition and Food Service areas of the Department will be relocated to Painter Hall from Gearing Hall and the Interior Design Division will move from Painter Hall to Gearing Hall in order to minimize the cost of renovating spaces for the instructional and research programs of the Department. The extensive renovation of Painter Hall about ten years ago will make it less expensive to accommodate laboratory science programs there than to upgrade completely the utility systems in Gearing Hall. The requested funds will be used for equipment installations and remodeling projects, subject to approvals as required, i.e., Buildings and Grounds Committee and Coordinating Board. It is recommended that such projects be done under the aegis of the UT Austin Division of Physical Plant.

THE UNIVERSITY OF TEXAS AT EL PASO

1978-79 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
1.	Earl W. Anderson, Jr. Office of the President Salary Rate 1978-79 Original Budget Source of Funds: Unallocated Salaries	Assistant to the President \$ 25,000 (1977-78) 25,850	Assistant to the President \$ 27,750	9-1-78

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

1978-79 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
1.	Patricia Thompson (Non-tenure) College of Sciences & Mathematics - Division of Allied Health and Life Sciences Academic Rate	Teaching Associate \$ 9,500 (1977-78)	Teaching Associate \$ 11,500	9-1-78
2.	Auxiliary Enterprises - Student Services Fees Transfer of Funds	From: Student Services Fees Unappropriated Balance	To: Student Services Fees Unallocated	
	Amount of Transfer	\$ 91,215	\$ 91,215	---

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

1977-78 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
	<u>Dallas School of Allied Health Sciences</u>			
16.	Jed E. Guilbeau (Non-tenure) Health Care Sciences Salary Rate	Instructor \$ 16,400	Instructor \$ 19,600	7/1/78
	Source of Funds: Unallocated Salaries			

1978-79 BUDGET

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Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		1977-78 Salary Rate	1977-78 Augmentation	1977-78 Total Compensation	1978-79 Salary Rate	1978-79 Augmentation	1978-79 Total Compensation	
	<u>Dallas Southwestern Medical School</u>							
1.	John J. McPhaul (Non-tenure) Internal Medicine and Pathology Professor 1978-79 Original Budget	\$ 45,000	\$ 11,123	\$ 56,123	\$ 51,355 \$ 49,500	\$ 7,772 \$ 7,727	\$ 59,127 \$ 57,227	9-1-78
	Source of Funds: Unallocated Faculty Salaries							
2.	Roger H. Unger (Non-tenure) Internal Medicine Professor 1978-79 Original Budget	\$ 45,000	\$ 16,623	\$ 61,623	\$ 51,000 \$ 49,500	\$ 13,123 \$ 12,723	\$ 64,123 \$ 62,223	9-1-78
	Source of Funds: Unallocated Faculty Salaries							

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
	<u>Dallas Southwestern Medical School</u>							
3.	William Shapiro (Non-tenure) Internal Medicine and Health Care Sciences Associate Professor 1978-79 Original Budget	\$ 40,200	\$ 13,623	\$ 53,823	\$ 45,200 \$ 44,000	\$ 11,724 \$ 11,724	\$ 56,924 \$ 55,724	9-1-78
	Source of Funds: Unallocated Faculty Salaries							
4.	James W. Smith (Non-tenure) Internal Medicine Associate Professor 1978-79 Original Budget	\$ 40,000	\$ 13,623	\$ 53,623	\$ 45,900 \$ 44,000	\$ 10,724 \$ 10,724	\$ 56,624 \$ 54,724	9-1-78
	Source of Funds: Unallocated Faculty Salaries							
5.	Kirk Lipscomb (Non-tenure) Internal Medicine Assistant Professor 1978-79 Original Budget	\$ 35,500	\$ 13,790	\$ 49,290	\$ 40,900 \$ 39,000	\$ 12,013 \$ 12,013	\$ 52,913 \$ 51,013	9-1-78
	Source of Funds: Unallocated Faculty Salaries							
6.	Walter Peterson (Non-tenure) Internal Medicine and Health Care Sciences Assistant Professor 1978-79 Original Budget	\$ 36,200	\$ 9,678	\$ 45,878	\$ 39,800 \$ 39,000	\$ 12,579 \$ 12,320	\$ 52,379 \$ 51,320	9-1-78
	Source of Funds: Unallocated Faculty Salaries							

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

1978-79 BUDGET

Item No.	Explanation	<u>Present Status</u>			<u>Proposed Status</u>			Effective Dates
		<u>1977-78</u>	<u>Budget</u>	<u>Total</u>	<u>1978-79</u>	<u>Budget</u>	<u>Total</u>	
		<u>Salary Rate</u>	<u>Augmentation</u>	<u>Compensation</u>	<u>Salary Rate</u>	<u>Augmentation</u>	<u>Compensation</u>	
<u>Dallas Southwestern Medical School</u>								
7.	James W. Shorey (Non-tenure) Internal Medicine Assistant Professor 1978-79 Original Budget	\$ 35,500	\$ 13,880	\$ 49,380	\$ 40,000 \$ 39,000	\$ 12,320 \$ 12,320	\$ 52,320 \$ 51,320	9-1-78
	Source of Funds: Unallocated Faculty Salaries							
8.	Thomas C. Smitherman (Non-tenure) Internal Medicine Assistant Professor 1978-79 Original Budget	\$ 36,300	\$ 13,790	\$ 50,090	\$ 40,100 \$ 39,000	\$ 12,813 \$ 12,013	\$ 52,913 \$ 51,013	9-1-78
	Source of Funds: Unallocated Faculty Salaries							
9.	Sharon Cassidy (Non-tenure) Internal Medicine and Physiology Assistant Professor	\$ 36,000	---	\$ 36,000	\$ 40,000	---	\$ 40,000	10-1-78
		<u>1978-79 Original Budget</u>						
10.	Margie F. York Ophthalmology Optometrist	\$ 20,000	---	\$ 20,000	\$ 25,000	---	\$ 25,000	10-1-78
		<u>1978-79 Original Budget</u>						
	Source of Funds: Unallocated Faculty Salaries							

Dr. York was hired as the department's first optometrist and her starting salary was found to be inappropriately low. This raise is to bring her salary within range of other optometrists.

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		1977-78	Budget		1978-79	Budget		
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Dallas Southwestern Medical School</u>								
11.	Charles S. Petty (Tenure) Pathology Professor of Forensic Medicine and Pathology 1978-79 Original Budget	\$ 44,656	\$ 7,744	\$ 52,400	\$ 49,500 \$ 49,500	\$ 14,738 \$ 5,508	\$ 64,238 \$ 55,008	9-1-78
12.	Vincent J. Dimaio (Non-tenure) Pathology Associate Professor 1978-79 Original Budget	\$ 35,500	\$ 6,916	\$ 42,416	\$ 44,000 \$ 44,000	\$ 9,177 \$ 2,036	\$ 53,177 \$ 46,036	9-1-78
13.	Irving C. Stone (Non-tenure) Pathology Assistant Professor of Forensic Sciences 1978-79 Original Budget	\$ 25,416	---	\$ 25,416	\$ 34,070 \$ 29,376	--- ---	\$ 34,070 \$ 29,376	9-1-78
14.	William T. Lowry (Non-tenure) Pathology Assistant Professor 1978-79 Original Budget	\$ 23,860	---	\$ 23,860	\$ 31,576 \$ 27,144	--- ---	\$ 31,576 \$ 27,144	9-1-78
15.	James C. Garriott (Non-tenure) Pathology and Pharmacology Assistant Professor of Forensic Science and Pharmacology 1978-79 Original Budget	\$ 26,080	---	\$ 26,080	\$ 32,215 \$ 27,776	--- ---	\$ 32,215 \$ 27,776	9-1-78

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
	<u>Dallas Southwestern Medical School</u>							
16.	Abraham A. Ellman (Non-tenure) Radiology Assistant Professor 1978-79 Original Budget	\$ 39,000	\$ 6,000	\$ 45,000	\$ 40,000 \$ 40,000	\$ 10,000 \$ 5,000	\$ 50,000 \$ 45,000	9-1-78
	<u>Dallas Health Science Center</u>							
17.	Allen McCoy Physical Plant Administration Associate Director 1978-79 Original Budget	\$ 25,800	---	\$ 25,800	\$ 29,000 \$ 26,700	--- ---	\$ 29,000 \$ 26,700	9-1-78
	Source of Funds: Unallocated Salaries							

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1977-78 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>							
29.	Barbara L. Thompson (Non-tenure) Family Medicine Assistant Professor	\$ 24,000	\$ 3,000	\$ 27,000	\$ 30,000	\$ 8,000	\$ 38,000	7/1/78
	Source of Funds: Unallocated Salaries and MSRDP							

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1977-78 BUDGET

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
30.	Plant Funds Transfer of Funds	From: Unappropriated Balance via Estimated Income	To: Capital Improvements, Including Equipment: Project Allocation Account \$ 3,180,000 Hospital Equipment Fund 1,000,000 Hospital Area Renovations 750,000 New Sidewalks and Street Repairs 25,000 Reroof Gail Borden, Graves, Laundry and McCullough Buildings 125,000 Trash and Garbage Dis- posal System Alter- ations 25,000 Convert (a) Old Boiler Room to Energy Monitoring Center; (b) Materials Ware- house to Paint Shop; and (c) Greenhouse to Materials Warehouse 125,000 Parking Lots 195,000 Remodel Nursery to Neo- Natal Intensive Care Unit 75,000	
	Amount of Transfer:	\$ <u>5,500,000</u>	\$ <u>5,500,000</u>	

Details of the projects, as appropriate, will be submitted to the Building and Grounds Committee for approval.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

1978-79 BUDGET

Item	Explanation	Present Status	Proposed Status	Effective Dates
1.	William D. Willis, Jr. (Tenure) Marine Biomedical Institute Salary Rate 1978-79 Original Budget	Director and Professor \$ 50,000 (1977-78) 52,000	Director and Professor \$ 54,000	9-1-78

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

1977-78 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>			<u>Proposed Status</u>			<u>Effective Dates</u>
	<u>Physical Plant - Building Maintenance</u>	<u>Salary Rate</u>			<u>Salary Rate</u>			
24.	Electrician Leader William G. Mitchell	\$ 13,452			\$ 16,440			8-1-78
25.	Electrician Norman W. Rich	13,008			15,372			8-1-78
26.	Thomas P. Wheeler	12,576			14,868			8-1-78
27.	Maintenance Leader Robert E. Littrell	13,008			15,372			8-1-78
28.	Carpenter Patrick D. Ogle	11,772			14,376			8-1-78
29.	Steve C. Harper	11,772			14,376			8-1-78

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1978-79 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status - 1977-78 Budget</u>			<u>Proposed Status - 1978-79 Budget</u>			<u>Effective Dates</u>
		<u>Salary Rate</u>	<u>Augmentation</u>	<u>Total Compensation</u>	<u>Salary Rate</u>	<u>Augmentation</u>	<u>Total Compensation</u>	
1.	Truman G. Blocker, Jr. Office of the President and Surgery Acting President and Professor	\$ 69,890	\$ 11,420	\$ 81,310	\$ 72,300	\$ 11,800	\$ 84,100	9-1-78
	Source of Funds: General Revenue, Trust Funds, and MSRDP							

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		1977-78 Budget			1978-79 Budget			
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
1.	Karl R. Oppermann Contracts and Grants Management Director Source of Funds: Departmental Salaries and Unallocated Salaries	\$ 26,000	---	\$ 26,000	\$ 28,000	---	\$ 28,000	9-1-78
2.	Joseph W. Inglis Physical Plant - Building Maintenance Plumber	\$ 11,772	---	\$ 11,772	\$ 14,376	---	\$ 14,376	9-1-78
3.	Claudie Simpson Physical Plant - Building Maintenance Plumber	\$ 11,772	---	\$ 11,772	\$ 14,376	---	\$ 14,376	9-1-78
<u>Houston Medical School</u>								
4.	Salvatore J. Enna (Non-tenure) Neurobiology and Anatomy and Pharmacology Associate Professor 1978-79 Original Budget	\$ 26,500		\$ 26,500	\$ 37,000 30,000		\$ 37,000 30,000	9-1-78
5.	Herbert L. DuPont (Tenure) Internal Medicine - Infectious Diseases and Clinical Microbiology Professor and Director 1978-79 Original Budget Source of Funds: Transfer from Department Wages and MSRDP	\$ 47,000	\$ 12,000	\$ 59,000	\$ 49,000 47,000	\$ 13,000 12,000	\$ 62,000 59,000	9-1-78

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THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		1977-78	Budget	Total	1978-79	Budget	Total	
		Salary Rate	Augmentation	Compensation	Salary Rate	Augmentation	Compensation	
<u>Houston Dental Branch</u>								
6.	Donald C. Hickman (Non-tenure) General Practice Associate Professor Source of Funds: Unallocated Salaries	<u>1978-79 Original Budget</u>						
		\$ 30,000	---	\$ 30,000	\$ 32,000	---	\$ 32,000	10-1-78
7.	Mary M. Patten (Non-tenure) Preventive Dentistry-Community Dentistry Assistant Professor	\$ 18,000	---	\$ 18,000	\$ 20,000	---	\$ 20,000	9-1-78
8.	Walter J. Anderson (Non-tenure) Restorative Dentistry - Fixed Multiple Restoration Assistant Professor	\$ 18,000	---	\$ 18,000	\$ 20,000	---	\$ 20,000	9-1-78

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

1977-78 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
<u>SAN ANTONIO MEDICAL SCHOOL</u>				
48.	David H. White Medicine Salary Rate Source of Funds: Unallocated Salaries	Instructor \$26,000	Instructor \$30,000	8-1-78

SAN ANTONIO HEALTH SCIENCE CENTER

49.	Plant Funds Transfer of Funds Amount of Transfer	From: Unappropriated Balance-General Funds \$1,250,000	To: Unexpended Plant Funds \$1,250,000	---
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1978-79 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>			<u>Proposed Status</u>			<u>Effective Dates</u>
		<u>1 9 7 7 - 7 8 B u d g e t</u>			<u>1 9 7 8 - 7 9 B u d g e t</u>			
		<u>Salary Rate</u>	<u>Augmentation</u>	<u>Total Compensation</u>	<u>Salary Rate</u>	<u>Augmentation</u>	<u>Total Compensation</u>	
<u>San Antonio Medical School</u>								
1.	Ulric J. Laquer (Non-tenure) Family Practice Assistant Professor 1978-79 Original Budget	\$ 39,000	\$ 4,029	\$ 43,029	\$ 41,000 \$ 43,466	\$ 4,200 ---	\$ 45,200 \$ 43,466	9-1-78
Source of Funds: Unallocated Salaries and MSRDP								

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

1978-79 BUDGET

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		1977-78	Budget	Total Compensation	1978-79	Budget	Total Compensation	
<u>San Antonio Medical School</u>								
2.	Robert J. Clayton (Tenure) Pediatrics Associate Professor 1978-79 Original Budget	\$ 42,000	\$ 1,000	\$ 43,000	\$ 42,000 \$ 44,000	\$ 1,500 \$ 1,000	\$ 45,500 \$ 45,000	9-1-78
	Source of Funds: MSRDP							
3.	Terence F. McGuire (Tenure) Psychiatry Associate Professor 1978-79 Original Budget	\$ 46,146	---	\$ 46,146	\$ 46,271 \$ 46,271	\$ 2,600 ---	\$ 48,871 \$ 46,271	9-1-78
	Source of Funds: MSRDP							
4.	James M. Turnbull (Non-tenure) Psychiatry and Family Practice Associate Professor	\$ 43,000	\$ 2,000	\$ 45,000	\$ 45,200	\$ 2,100	\$ 47,300	9-1-78
	Source of Funds: HEW Grant and MSRDP							
5.	Samy I. Ayoub (Non-tenure) Radiology Instructor	\$ 32,898	---	\$ 32,898	\$ 35,127	---	\$ 35,127	9-1-78
	Source of Funds: Unallocated Salaries							

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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
		1977-78	Budget		1978-79	Budget		
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
	<u>San Antonio Medical School</u>							
6.	Vung D. Nguyen (Non-tenure) Radiology Instructor 1978-79 Original Budget	\$ 31,888	---	\$ 31,888	\$ 35,127 \$ 33,818	---	\$ 35,127 \$ 33,818	9-1-78
7.	Ibrahim Ramzy (Tenure) Pathology Associate Professor Source of Funds: Departmental Salaries, Unallocated Salaries, and MSRDP	\$ 40,000	\$ 10,000	\$ 50,000	\$ 41,000	\$ 11,500	\$ 52,500	9-1-78
8.	William B. Stavinoha (Tenure) Pharmacology Professor 1978-79 Original Budget Source of Funds: Unallocated Salaries	\$ 44,000	---	\$ 44,000	\$ 47,500 \$ 46,000	---	\$ 47,500 \$ 46,000	9-1-78

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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
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
	<u>San Antonio Medical School</u>							
9.	Alan I. Samuels (Non-tenure) Pharmacology Assistant Professor 1978-79 Original Budget Source of Funds: HEW Grant	\$ 22,900	---	\$ 22,900	\$ 25,400 \$ 24,000	---	\$ 25,400 \$ 24,000	9-1-78
	<u>San Antonio Dental School</u>							
10.	David S. Turner (Non-tenure) Orthodontics Clinical Assistant Professor Source of Funds: Unallocated Salaries	\$ 33,500	---	\$ 33,500	\$ 36,900	---	\$ 36,900	9-1-78
11.	Jack L. Hardage Special Instructional Program in Dental Auxiliary Utilization Coordinator 1978-79 Original Budget Source of Funds: Unallocated Salaries	\$ 35,800	---	\$ 35,800	\$ 38,600 \$ 37,600	---	\$ 38,600 \$ 37,600	9-1-78

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THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER

1978-79 BUDGET

<u>Item No.</u>	<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
<u>M.D. Anderson</u>				
1.	Michael S. Ewer (Non-tenure) Medicine Salary Rate 1978-79 Original Budget Source of Funds: Physicians Referral Service Faculty Associate Funds	Faculty Associate and Instructor \$ 24,000 (1977-78) 24,000	Faculty Associate and Instructor \$ 28,000	9-1-78
2.	Stephan D. Glenn (Non-tenure) Biochemistry Salary Rate 1978-79 Original Budget Source of Funds: NIH Grant	Assistant Biochemist \$ 14,000 (1977-78) 14,500	Assistant Biochemist \$ 17,000	9-1-78

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**Academic & Developmental Affairs
Committee**

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE
Committee Chairman Sterling

Date: October 20, 1978
Time: Following the Meeting of the System Administration Committee
Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

	<u>Page</u> <u>A&D</u>
1. U. T. System: Docket of the President of the System	Below
2. U. T. Austin - Leonidas T. Barrow Pro- fessorship in Mineral Resources: Proposed Initial Appointment Thereto	2
3. U. T. Austin - T. Brockett Hudson Pro- fessorship in Chemical Engineering: Proposed Initial Appointment Thereto	2
4. U. T. Austin - Distinguished Visiting Tom Slick Professorship of World Peace in Lyndon B. Johnson School of Public Affairs: Proposed Appointment Thereto	3
5. U. T. El Paso: Proposed Agreement with Marsh Media of El Paso (KVIA-TV)	3
6. U. T. El Paso: Request to Seek Permission from Coordinating Board to Transfer Super- vision of Allied Health Program from College of Science to College of Nursing (Catalog Change)	8

Documentation

1. U. T. System: Docket No. 8 of the President of the System. --

RECOMMENDATION

It is recommended that Docket No. 8 of the President 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 the same.

2. U. T. Austin - Leonidas T. Barrow Professorship in Mineral Resources: Proposed Initial Appointment Thereto. --

RECOMMENDATION

It is recommended by President Rogers and System Administration that Dr. Peter T. Flawn be named the first holder of the Leonidas T. Barrow Professorship in Mineral Resources in the Department of Geological Sciences at The University of Texas at Austin effective January 16, 1979, with a supplemental stipend of \$5,000 per year from the endowment income account. This Professorship was established by the Board of Regents on August 4, 1978.

BACKGROUND INFORMATION

Dr. Flawn is a distinguished geologist and teacher and has an international reputation for his work in the field of mineral resources. Dr. Flawn currently serves as president of the Geological Society of America. In addition to his years as a faculty member, he has served U.T. Austin as the Director of its Bureau of Economic Geology and as Executive Vice President of the University. He has also served as President of The University of Texas at San Antonio. Dr. Flawn is a Professor of Geological Sciences and serves half-time in both the Department of Geological Sciences and the LBJ School of Public Affairs, as well as being Acting Director of the Marine Science Institute. In January 1979 he will assume duties as a full-time faculty member in the Department of Geological Sciences.

3. U. T. Austin - T. Brockett Hudson Professorship in Chemical Engineering: Proposed Initial Appointment Thereto. --

RECOMMENDATIONS

President Rogers requests approval for the appointment of Dr. Donald R. Paul as the first holder of the T. Brockett Hudson Professorship in Chemical Engineering. This recommendation is contingent upon the approval of the Regents for the establishment of the T. Brockett Hudson Professorship as presented on page L&I-15 of the agenda for the Lands and Investment Committee. The appointment would carry a \$5,000 supplemental stipend to be derived from endowment income. recommends approval.

System Administration recommends approval of this request.

BACKGROUND INFORMATION

Under the conditions of the gift, the T. Brockett Hudson Professorship is intended to increase the quality and stature of the Department of Chemical Engineering at U.T. Austin. Dr. Paul is an outstanding teacher and scholar and is well qualified to be the first T. Brockett Hudson Professor. He has been the recipient of the General Dynamics Award for Excellence in Engineering Teaching and the Arthur K. Doolittle Award from the American Chemical Society. He has an outstanding record of accomplishment in engineering scholarship and research and currently serves as Chairman of the Department of Chemical Engineering.

4. U. T. Austin - Distinguished Visiting Tom Slick Professorship of World Peace in Lyndon B. Johnson School of Public Affairs: Proposed Appointment Thereto. --

RECOMMENDATIONS

President Rogers

" I am recommending the appointment of Dr. J. Harlan Cleveland as holder of the Tom Slick Professorship in World Peace for the Spring semester 1979. In accordance with the terms of the Tom Slick Memorial Trust Agreement, this appointment has been recommended by a seven member committee including a representative of the Slick estate. Dean Rostow has endorsed the recommendation. Appointment of Dr. Cleveland to the Tom Slick Professorship had earlier been considered for the 1977-78 academic year, but his schedule of activities did not permit him to accept at that time. "

System Administration recommends approval of this request.

BACKGROUND INFORMATION

The Tom Slick Memorial Trust was approved by the Board of Regents on July 21, 1972, and was subsequently reported in the form executed by the Chairman of the Board on October 20, 1972.

Dr. Cleveland has had a distinguished career as a scholar and public servant. He has served as Chief of the UNRAA Italian Mission (1945-46), Director of the China Program ECA (1948-49), Dean of the Maxwell Graduate School of Citizenship and Public Affairs (1956-61), Assistant Secretary of State (1961-65), President of the University of Hawaii (1969-74), and is currently with the Aspen Institute for Humanistic Studies. His many awards and honors include the Medal of Freedom (U.S.), Grand Knight Officer-Order of the Crown (Italy), and the Woodrow Wilson Award.

5. U. T. El Paso: Proposed Agreement with Marsh Media of El Paso (KVIA-TV). --

RECOMMENDATION

It is recommended by President Templeton and System Administration that approval be given to the following agreement (Pages A & D 4-7) between The University of Texas at El Paso and Marsh Media of El Paso (KVIA-TV). The agreement will provide transmitter and tower facilities for use by the U. T. El Paso campus. It has been approved as to form by the Office of General Counsel.

A G R E E M E N T

This AGREEMENT is made this _____ day of _____, 1978, between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of The University of Texas at El Paso, hereinafter referred to as "UTEP", and Marsh Media of El Paso, A Texas General Partnership, hereinafter referred to as "Marsh".

W I T N E S S :

WHEREAS, Marsh is the owner-operator and licensee of KVIA-TV, El Paso, Texas, and

WHEREAS, Marsh is the Lessee of certain property located in El Paso County, Texas, under the lease agreement (the Main Lease) dated April 7, 1976, between Mortgage Investment Co. of El Paso, Celeste Rasberry individually and as independent executrix of the estate of J. L. Rasberry, and Mrs. S. M. Murchison, individually and as independent executrix of the estate of S. M. Murchison, as Lessors, and Marsh as Lessee, upon which leased premises are located the transmitter, antenna and other equipment and facilities for broadcasting the KVIA-TV signal; and

WHEREAS, UTEP operates a public radio station in El Paso, Texas under license of the F.C.C.; and

WHEREAS, UTEP entered into an agreement with the prior owner of KVIA-TV (then KELP-TV) on the 8th day of September, 1972, in which it was agreed that the prior owner of KVIA-TV (then KELP-TV) would provide UTEP with transmitter and tower space on the then proposed KELP-TV Franklin Mountain, Comanche Peak tower site; and

WHEREAS, the Franklin Mountain Comanche Peak transmitter tower was not constructed by KELP-TV but Marsh desires to cooperate with UTEP and to assist in providing UTEP with FM transmitter and tower space; and

WHEREAS, in order to promote the success of UTEP in El Paso, to serve the public interest, and to serve other objectives of the parties, the parties are desirous of entering into the following Agreement setting forth the obligation of the parties with regard thereto.

NOW THEREFORE, it is mutually agreed to as follows:

1. Space for Transmitter and Use of Antenna Tower.

Subject to approval of the Federal Communications Commission:

a. Marsh shall provide UTEP with space, if available, in the current transmitter building to locate UTEP's FM radio transmitter;

b. Marsh grants UTEP the right to mount broadcast and other special purpose antennas for either permanent or temporary use for non-commercial communications, on its antenna tower or transmitter building, at such places as designated by Marsh;

c. Installation and maintenance of UTEP's transmitter and antenna(s) shall be at the sole expense of UTEP; and

d. In the event the current transmitter building does not have adequate space available for UTEP's radio transmitter, then and in that event any additional construction required or construction costs incurred in order to provide such space, shall be the sole responsibility of and at the sole expense of UTEP.

2. Utilities and Insurance.

a. UTEP will be responsible for the installation and payment of its own utilities which shall be contracted for separately by UTEP. Electrical power shall be metered separately and apart from the electrical power furnished Marsh. It is understood that natural gas, water, and sewer service will not be available to the site.

b. Insofar as The University is authorized by the Constitution and the laws of the State of Texas, The University agrees to hold Marsh harmless from and against any and all liability resulting from the use of Marsh's facility by The University.

3. Term of the Agreement.

This Agreement shall be effective on the date of execution by both parties and shall remain in effect so long as Marsh shall conduct its television broadcasting operations at the Site.

4. Assignability.

a. UTEP may not assign or transfer its rights hereunder without the prior written consent of Marsh.

b. Marsh may sell or otherwise transfer any of its real or personal property referred to herein during the term of this Agreement, provided that any purchaser or transferee shall acquire the same subject to the requirement of

carrying out Marsh's obligations to UTEP hereunder.

5. Conditions of the Agreement.

This Agreement is made subject to the following conditions and shall be of no force or effect until each condition is fully satisfied to the satisfaction of Marsh:

a. That the installation and operation of the proposed UTEP-FM radio transmitter and antenna on the current site is completed and maintained in accordance with engineering standards acceptable to Marsh so that UTEP's FM radio broadcast operation does not in any manner whatsoever interfere with Marsh's broadcast signal or operation.

b. That Mortgage Investment Company of El Paso, as Lessor of the Site, shall provide Marsh with its written consent to the terms of this Agreement; and

c. That the approval of the Federal Communications Commission and any other regulatory body or agency having jurisdiction of the matters contained herein has been obtained.

6. Operations.

If at any time during the term of this agreement UTEP's operation shall in any manner whatsoever interfere with Marsh's operation or broadcast signal, upon receipt of written notice of such interference UTEP shall immediately take any and all such action as may be necessary to stop such interference including but not limited to the complete termination of UTEP's operations on the Site.

7. Prior Agreements.

This Agreement constitutes the entire agreement and understanding of the parties and all other prior agreements, if any, are hereby superseded and shall have no effect.

8. Binding Effect.

Without limiting the foregoing restrictions or assignability, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their successors and assigns.

9. Notices.

All communications between the parties hereto with respect to this agreement are required to be in writing and shall be addressed as follows:

If to Marsh:

Stanley Marsh *III*
Box 12077
American National Bank Building
Amarillo, Texas 79101

If to UTEP:

The Office of the President
The University of Texas at El Paso
El Paso, Texas 79968

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY

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

By _____
ALLAN SHIVERS, CHAIRMAN
Board of Regents of
The University of Texas System
Marsh Media of El Paso

By *Stanley Marsh III*
Stanley Marsh III

Approved as to Content:

[Signature]
President
The University of Texas at El Paso

Approved as to Form:

W.D. [Signature]
University Attorney

[Signature]
President
The University of Texas System

6. U. T. El Paso: Request to Seek Permission from Coordinating Board to Transfer Supervision of Allied Health Program from College of Science to College of Nursing (Catalog Change). --

RECOMMENDATION

President Templeton requests approval for the transfer of allied health program supervision from the College of Science to the College of Nursing. Since the allied health programs involve clinical studies to a considerable extent, they can be administered more effectively as part of the broader clinical program in nursing.

System Administration has reviewed this request and recommends its approval.

BACKGROUND INFORMATION

All of the allied health programs at U.T. El Paso relate to the nursing curriculum. The Dean of Nursing, Eileen Jacobi, a very able administrator, is knowledgeable about allied health programs and their relationships to other components of the health care curriculum. The proposed transfer has been endorsed by the appropriate administrators in the Colleges involved. At a later date, President Templeton will propose that the name of the College of Nursing be changed to College of Nursing and Allied Health. The proposed transfer will be submitted to the Coordinating Board for approval.

SECRETARY'S NOTE: If this recommendation is approved by the Board of Regents, the Minute Order will indicate that if approved by the Coordinating Board the next appropriate catalog published thereafter at U. T. El Paso will be amended to reflect the transfer.

Buildings & Grounds Committee

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Documentation

1. GALVESTON MEDICAL BRANCH - ASHBEL SMITH BUILDING (OLD RED): PRESENTATION RELATING THERETO. -- Representatives (--names to be furnished later--) to make presentation relating to Ashbel Smith Building (Old Red) at The University of Texas Medical Branch at Galveston

- 1a. U. T. ARLINGTON: STADIUM (MULTIPURPOSE ATHLETIC FACILITY) (PROJECT NO. 301-364) - REQUEST FOR APPROVAL OF FINAL PLANS AND FOR AUTHORIZATION TO ADVERTISE FOR BIDS

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on February 10, 1978, final plans and specifications for the construction of an Athletic Stadium at The University of Texas at Arlington have been prepared by the Project Architect, Schrickel, Rollins and Associates, Inc., Arlington, Texas. The initial phase of the Multipurpose Athletic Facility has an estimated total project cost of \$5,500,000 and will include approximately 12,664 seats, but will be bid with an add alternate for 3,432 additional seats.

RECOMMENDATIONS

President Nedderman and System Administration recommend that the Board:

- a. Approve the final plans and specifications for the Athletic Stadium at an estimated project cost of \$5,500,000
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids which will be presented to a future Board meeting for consideration.

2. U. T. ARLINGTON: STUDENT HOUSING (PROJECT NO. 301-402) - REQUEST FOR AUTHORITY TO SUBMIT TO COORDINATING BOARD

BACKGROUND INFORMATION

At the August 4, 1978, meeting of the Board of Regents authorization was given for a feasibility study to define functions, project scope, campus site location and estimated cost of Student Housing at The University of Texas at Arlington. The results of this study will be brought to a future Board meeting for consideration. Also at that meeting it was reported that funding for the student housing will likely require sale of student housing bonds, assistance under the College Housing Loan Program of the Department of Housing and Urban Development (for which an application has been submitted), and sale of other types of revenue bonds.

Prior to completion of the feasibility study, there is a need to submit the Student Housing project to the Coordinating Board, Texas College and University System for approval so that preparation may begin for the sale of revenue bonds and for the commitment of the federal loan should it be approved.

RECOMMENDATIONS

President Nedderman and System Administration recommend that the Board authorize submission of the project to the Coordinating Board, Texas College and University System.

3. U. T. AUSTIN: SCHOOL OF ARCHITECTURE (PROJECT NO. 102-389) - REPORT OF FEASIBILITY STUDY FOR IMPROVEMENT OF FACILITIES; REQUEST FOR PROJECT AUTHORIZATION AND APPOINTMENT OF PROJECT ARCHITECT TO PREPARE PRELIMINARY PLANS AND APPROPRIATION THEREFOR

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on September 16, 1977, initial investigative studies and evaluations of program requirements for the Improvement of Facilities for the U. T. Austin School of Architecture have been made by U. T. Austin Administration, the Office of Facilities Planning and Construction and the Consultants, Thomas-Booziotis & Associates, Dallas, Texas, and Chartier Newton, Austin, Texas.

The feasibility study for facilities improvements proposes an ultimate development plan for School of Architecture Facilities to include Goldsmith Hall (the Existing Architecture Building), Sutton Hall, West Mall Office Building and Battle Hall, as well as new construction of a lecture hall facility at Goldsmith Hall and a new spline building to the south to connect the several existing buildings. The study also recommends a plaza development between Goldsmith Hall, Sutton Hall and the West Mall Office Building. This ultimate development is estimated at a current construction cost of \$8,750,000 exclusive of fees, contingencies, administrative costs and price escalation. Additionally, anticipated furniture, furnishings and special equipment needs are estimated at approximately \$1,302,000 at current day prices. The ultimate development would be accomplished by phased construction, remodeling and new, in a number of sequenced stages depending on availability of funds and relocation of present occupants in some of the existing buildings.

U. T. Austin Administration concurs in the recommended plan of development with the exception of including Battle Hall as a library facility. This deletion of Battle Hall would necessitate relocation of the Architecture Branch Library within other available library space and would effect some economy in library operational costs.

President Rogers has summarized her conclusions and recommendations in a letter to U. T. System President Walker which are as follows:

"Based on all of these considerations and discussions with Dean Box, I am recommending the following for the School of Architecture:

- 1) that the plan proposed from the feasibility study be accepted with deletion of Battle Hall from that plan;
- 2) that consideration be given to adding additional floor spaces beneath the proposed lecture hall addition to Goldsmith Hall;
- 3) that the remaining portions of Sutton Hall not now assigned to Architecture be assigned to it when the Music building is vacated and remodeled as necessary to accommodate moves within the College of Liberal Arts attendant to removal of the Department of French and Italian from its present location in Sutton Hall;
- 4) that West Mall Office Building be reserved for future expansion space for the School of Architecture at such time present occupants could be relocated and if space requirements of the School of Architecture would continue to justify such assignment;
- 5) that the Architecture Branch Library be relocated from Battle Hall to space now assigned or assignable to the General Libraries in the Perry-Castaneda Library, the Main Building or the Academic Center, noting that the basement of the Academic Center is the preferred location by both the School of Architecture and the General Libraries;
- 6) that remodeling of existing facilities and construction of new facilities be undertaken in stages as space and academic program considerations will permit subject to limitations in funds available from time to time."

RECOMMENDATIONS

President Rogers and System Administration recommend that the Board:

- a. Accept the recommendations of the feasibility study for improvements for the U. T. Austin School of Architecture, with the provision that use of Battle Hall as a library facility be deleted from the development plan
 - b. Authorize a project for improvements for the School of Architecture, with provisions for implementation in stages and subject to available funding
 - c. Appoint the planning consultants, Thomas-Booziotis & Associates, Dallas, Texas, and Chartier Newton, Austin, Texas, as the Project Architect with authorization for the preparation of preliminary plans and cost estimates for phased construction which will be presented to a future Board meeting for consideration
 - d. Appropriate \$95,000 from Account No. 36-9040-1000 for fees and related project expenses through completion of preliminary plans.
4. U. T. AUSTIN: ADDITION TO PHARMACY BUILDING (INCLUDING RENOVATION OF EXISTING BUILDING) (PROJECT NO. 102-351) - PRESENTATION OF FINAL PLANS AND REQUEST FOR AUTHORIZATION TO ADVERTISE FOR BIDS

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on June 9, 1978, final plans and specifications for the construction of the Addition to the Pharmacy Building at The University of Texas at Austin have been prepared by the Project Architect, The White Budd VanNess Partnership, Houston, Texas.

The scope of the project includes construction of a new addition of approximately 65,000 gross square feet, renovation of certain areas in the existing building for a functionally integrated facility, extension of utilities to serve the building site and institutional procurement of equipment at a total project cost of \$8,878,000 which has previously been appropriated.

RECOMMENDATIONS

President Rogers and System Administration recommend that the Board:

- a. Approve the final plans and specifications for the Addition to the Pharmacy Building at The University of Texas at Austin at an estimated total project cost of \$8,878,000
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration.

5
U. T. AUSTIN: SPECIAL EVENTS CENTER (PROJECT NO. 102-198) - REQUEST FOR AUTHORIZATION TO INSTALL ADDITIONAL EXTERIOR LIGHTING AND APPROPRIATION THEREFOR

BACKGROUND INFORMATION

When the construction contract for the U. T. Austin Special Events Center was awarded in May 1974, certain exterior lighting was deleted for budgetary reasons. It was thought that the building could function without the exterior fixtures. These were deleted but the conduit, junction boxes and general rough-in imbedded in the concrete plaza were retained to permit future installation if it were deemed necessary. Operational experience since November 1977 has established the need for improved exterior lighting to insure safety of patrons when arriving and departing. Some complaints have been received about the dark plaza.

Additional exterior lighting consisting of light standards added around the perimeter of the building would be competitively bid. The separate award for this electrical installation is vital for completion of the project.

The Project Architect has estimated a cost of \$129,000 for the electrical installation to provide improved exterior lighting at the U. T. Austin Special Events Center.

RECOMMENDATIONS

The following actions are presented for the Board's consideration:

- a. Authorize installation of additional exterior lighting at the U. T. Austin Special Events Center at an estimated total cost of \$155,000
- b. Authorize the Project Architect to prepare bidding documents for the additional exterior lighting system as part of the completion of the project
- c. **Appropriate \$155,000 from Permanent University Fund Bond proceeds to provide for the total cost of the installation, fees and miscellaneous expenses**
- d. Authorize the Office of Facilities Planning and Construction to advertise for bids and complete the project by award of an electrical installation contract or a purchase order, as appropriate, within appropriated funds.

Contractual arrangements will be reported to a future meeting of the Board.

U. T. AUSTIN - SPECIAL EVENTS CENTER (PROJECT NO. 102-198):
REQUEST FOR AUTHORIZATION TO (a) PROVIDE ADDITIONAL TICKET
WINDOWS; (b) PREPARE BIDDING DOCUMENTS (FINAL PLANS);
(c) APPROPRIATE FUNDS; AND (d) ADVERTISE FOR BIDS AND COM-
PLETE PROJECT BY AWARD OF CONTRACTS OR PURCHASE ORDERS. --

BACKGROUND INFORMATION

In November 1977 the Special Events Center at The University of Texas at Austin was opened to the public. This exceptional facility has already proven its versatility and is recognized as one of the finest buildings of its kind in the country. Since the Special Events Center opened, 186,543 persons attended athletic events and 181,305 persons attended other special entertainment events for a total attendance of 367,848 persons.

Public interest in advance sale of tickets has resulted in long lines at ticket windows with resulting inconveniences. For example, heavy first day sales resulted in advance ticket sales of 3,017 for the Globetrotters, 6,479 for the Beach Boys and 9,034 for the John Denver show. The existing ticket windows at the Red River Entrance and the Plaza Level are inadequate to handle such large crowds without long delays. In many events, such as the University Interscholastic League Basketball Tournament, advance sale of tickets is not possible. The press of crowds seeking admission in a short time span produced many complaints. The inadequacy of the facility to permit rapid and convenient sale of a large number of tickets has been studied and it can be remedied by the construction of additional booths which are considered essential for the functional operation of the project.

The Project Architect has estimated a cost of \$123,700 for incorporating a total of sixteen additional ticket windows, at two separate locations, on the exterior wall of the facility.

RECOMMENDATIONS

The following actions are presented to the Board for consideration:

- a. Authorize the construction of a total of sixteen additional ticket windows at the U. T. Austin Special Events Center at an estimated total cost of \$148,425
- b. Authorize the Project Architect to prepare bidding documents for the additional ticket windows as part of the completion of the project
- c. Appropriate \$148,425 from Permanent University Bond proceeds to provide for the total cost of construction, fees and miscellaneous expenses
- d. Authorize the Office of Facilities Planning and Construction to advertise for bids and complete the project by award of construction contracts or purchase orders, as appropriate, within appropriated funds.

Contractual arrangements will be reported to a future meeting of the Board.

7. U. T. AUSTIN: ROBERT A. WELCH HALL (PROJECT NO. 102-407) - REPORT OF FEASIBILITY STUDY FOR RENOVATION OF THE INITIAL 1929 BUILDING; REQUEST FOR PROJECT AUTHORIZATION AND APPOINTMENT OF PROJECT ARCHITECT TO PREPARE PRELIMINARY PLANS AND APPROPRIATION THEREFOR

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on February 10, 1978, initial investigative studies and evaluations of program requirements for the renovation of the initial 1929 portion of Robert A. Welch Hall have been made by U. T. Austin Administration, the Office of Facilities Planning and Construction and the Consulting Architect, 3D/International, Austin, Texas.

The feasibility study for renovation of the fifty year old six level building of 108,300 gross square feet proposes two sequences of construction for remodeling. This will permit the users to occupy one-half of the building for instructional purposes and ongoing scientific research during the anticipated 26-month construction period. The process of laboratory remodeling with complex mechanical systems will be initiated in the east half of the structure and upon completion, remodeling of the west half would begin. In this manner the building will remain partially occupied throughout the remodeling.

The report of the Consulting Architects, 3D/International, estimates a construction cost of \$12,109,722 exclusive of fees, administrative costs, furniture and furnishings, and special equipment needs. In the U. T. Austin request for the project and preparation of preliminary plans, President Rogers has expressed her concern for funding availability and cost reductions in a letter to U. T. System President Walker as follows:

"I am concerned about our capability to fund the facilities construction and improvements we need in order to provide reasonably well for our academic programs, and I hope that careful attention can be given to reducing the estimated construction cost during the preparation of preliminary plans. It may not be possible since we are involved with renovation of a fifty year old laboratory building, but I will ask the project ad hoc committee to recognize my concern over costs should the project be authorized."

RECOMMENDATIONS

President Rogers and System Administration recommend that the Board:

- a. Accept the recommendations of the feasibility study for the Renovation of the Initial 1929 Building of Robert A. Welch Hall at U. T. Austin as prepared by the Consulting Architects, 3D/International, Austin, Texas
- b. Authorize a project for the Renovation of the 1929 Initial Portion of Robert A. Welch Hall with provisions for sequenced construction subject to available funding
- c. Appoint the firm of Graeber-Simmons-Cowan, Austin, Texas, formerly associated with 3D/International, as Project Architect with authorization for the preparation of preliminary plans and cost estimates for sequenced construction which will be presented to a future Board meeting for consideration
- d. Appropriate \$121,000 from interest on bond proceeds for fees and related project expenses through completion of preliminary plans.

8.

U. T. AUSTIN: MCDONALD OBSERVATORY - VISITORS INFORMATION CENTER
(PROJECT NO. 102-197) - PRESENTATION OF PRELIMINARY PLANS AND REQUEST
TO PREPARE FINAL PLANS

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on April 7, 1978, preliminary plans and specifications for the construction of a Visitors Information Center for McDonald Observatory of The University of Texas at Austin have been prepared by the Project Architect, Dale E. Selzer Associates, Dallas, Texas.

These plans and specifications provide for the construction of a Visitors Information Center of approximately 2,000 gross square feet at an estimated total project cost of \$250,000. The Center will be located within the right-of-way of Spur 78 (the approach to McDonald Observatory) approximately halfway between State Highway 118 and the University property line.

Funds have already been appropriated for fees and related expenses through completion of final plans and specifications.

RECOMMENDATIONS

President Rogers and System Administration recommend that the Board:

- a. Approve the preliminary plans and specifications for the Visitors Information Center for McDonald Observatory of The University of Texas at Austin at an estimated total project cost of \$250,000
- b. Authorize the Project Architect to prepare final plans and specifications for consideration of the Board of Regents at a future meeting.

The estimated budget for this project is as follows:

Building Construction	\$110,000
Utilities Extension	27,600
Relocate Spur 78	27,100
Parking	41,600
F&E	15,000
Fees & Related Expenses	<u>28,700</u>
Estimated Total Project Cost	<u>\$250,000</u>

9. U. T. El Paso: Proposed Amendment to Long Range Campus Development Plan Submitted to the Coordinating Board Following the July 9, 1976 Meeting. --

BACKGROUND INFORMATION

Based on the present enrollment and the growth projected for U. T. El Paso over the next 10 years, it is recommended that the following additions be made to the Long Range Campus Development Plan submitted to the Coordinating Board following the July 9, 1976 meeting:

1. College of Business Administration Classroom Building	\$ 5,000,000
2. Faculty Office and Classroom Building	2,500,000
3. Land Acquisition	750,000
4. Site Improvements	750,000
5. Expansion of Union Facilities	<u>4,000,000</u>
TOTAL	<u>\$13,000,000</u>

The construction of Items 1-2 will not begin prior to 1980 or possibly later depending upon the growth in enrollment. Individual projects will be brought to the Board for approval.

RECOMMENDATIONS

It is recommended by President Templeton and System Administration that the Board:

1. Approve Items 1-5 as amendments to the current Campus Master Plan
2. Approve the following method of financing:
 - (a) Items 1-4 from Permanent University Fund Revenue Bonds
 - (b) Item 5 from Combined Fee Revenue Bonds.

10.

DALLAS HEALTH SCIENCE CENTER (DALLAS SOUTHWESTERN MEDICAL SCHOOL):
AMBULATORY CARE CENTER (PROJECT NO. 303-366) - REQUEST AUTHORIZATION
FOR PRELIMINARY PLANS AND ADDITIONAL APPROPRIATION THEREFOR

BACKGROUND INFORMATION

At the meeting of the Board on December 10, 1976, project authorization was granted for an Ambulatory Care Center at The University of Texas Health Science Center at Dallas. In accordance with the authorization, the Institution has refined the scope and initial program requirements in consultation with the Office of Facilities Planning and Construction and the Project Architect, Fisher and Spillman, Inc., Dallas, Texas. Upon completion of feasibility studies, it is anticipated that a period of 18 months will be required to complete site analysis, architectural programming, design development and contract drawings and specifications. The estimated cost of the facility should be updated for a period of five years to cover construction cost escalation from the date of the initial authorization to the anticipated mid-point of construction. The building cost index for the Dallas area has exceeded 8.5% annually for the period 1967 through 1977 and is expected to continue to rise. This project will not be ready to bid prior to 1980, and it is recommended that the project cost be increased from \$8,000,000 to \$12,000,000.

RECOMMENDATIONS

President Sprague and System Administration recommend that the Board:

- a. Authorize the Project Architect to prepare preliminary plans and cost estimates for consideration of the Board at a future meeting
- b. Appropriate an additional \$4,000,000 from the Permanent University Fund Bond proceeds toward the construction of an Ambulatory Care Center, \$8,000,000 having been previously appropriated from the same source.

11.

DALLAS HEALTH SCIENCE CENTER (DALLAS SOUTHWESTERN MEDICAL SCHOOL):
ANIMAL FARM FACILITY ACQUISITION AND IMPROVEMENTS - REQUEST FOR
PROJECT AUTHORIZATION, REQUEST TO SUBMIT TO COORDINATING BOARD,
AND APPROPRIATION THEREFOR

BACKGROUND INFORMATION

The Animal Research Program at The University of Texas Health Science Center at Dallas is one of the largest and most productive in the United States. Approximately 150,000 animals were used for teaching and research within the academic year 1977-78. Due to the lack of space on campus, some animals are being housed in inappropriate facilities resulting in the overcrowding of some species and the curtailment of several research programs. There is a growing requirement to condition and stabilize animals for longer periods of time. Several large animal species, such as sheep, goats, and swine require a significant amount of space. Special facilities are required to work with animals exposed to cancer-producing chemicals and viruses and agents infectious to man and other animals. An off-campus Animal Farm Facility would best serve to alleviate these problems.

RECOMMENDATIONS

President Sprague and System Administration recommend that the Board:

- a. Authorize the acquisition of approximately 100 acres of land for an off-campus Animal Farm Facility with necessary improvements to provide utilities, roadwork, fencing, basic housing structures and ancillary equipment
- b. Authorize submission of the project to the Coordinating Board, Texas College and University System
- c. Appropriate \$600,000 from Permanent University Fund Bond proceeds to cover land acquisition and Phase I improvements for the facility.

12. DALLAS HEALTH SCIENCE CENTER (DALLAS SOUTHWESTERN MEDICAL SCHOOL) - PHILIP R. JONSSON BASIC SCIENCE RESEARCH BUILDING - REMODELING OF ANIMAL AREAS AND ACADEMIC SPACE (PROJECT NO. 303-403) - REQUEST FOR APPROVAL OF FINAL PLANS AND FOR AUTHORIZATION TO ADVERTISE FOR BIDS. --

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on June 9, 1978, final plans and specifications for the Remodeling of Animal Areas and Academic Space in the Philip R. Jonsson Basic Science Research Building at the Dallas Health Science Center have been prepared by the Project Architect, Geren & Associates, Fort Worth, Texas. These plans and specifications provide approximately 10,000 square feet of remodeled space for Animal Resources, Psychiatry and Graduate School at an estimated total project cost of \$650,000.

RECOMMENDATIONS

President Sprague and System Administration recommend that the Board:

- a. Approve the final plans and specifications for the Remodeling of Animal Areas and Academic Space in the Philip R. Jonsson Basic Science Research Building at an estimated project cost of \$650,000
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration.

13. GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS) - TEXAS DEPARTMENT OF CORRECTIONS HOSPITAL (PROJECT NO. 601-385): REQUEST FOR AUTHORIZATION (a) TO CONSTRUCT HOSPITAL IN PHASES AND (b) TO ADVERTISE FOR BIDS FOR CONSTRUCTION OF FOUNDATION. --

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on June 9, 1978, preparation of final plans and specifications has begun. The complete plans and specifications will be submitted to the Board for consideration at a future meeting.

There is a need for these facilities to be completed as soon as possible. Consequently, the Galveston Medical Branch Administration, the Project Architects and the Office of Facilities Planning and Construction have studied methods to expedite completion of the project. It has been determined that it is feasible to phase the construction and award a construction contract for the foundation prior to completion of the balance of the plans and specifications. Plans for the foundation are complete. The start of construction at an early date will also avoid some cost escalation.

RECOMMENDATIONS

President Levin and System Administration recommend that the Board approve the phasing of construction and authorize the Office of Facilities Planning and Construction to advertise for bids for the foundation and to present the results for consideration at a future Board meeting.

14.

Postponed
GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS): HELIPORT - REQUEST FOR AUTHORIZATION OF PROJECT, TO SUBMIT TO COORDINATING BOARD FOR APPROVAL, AND TO ADVERTISE FOR BIDS SUBJECT TO COORDINATING BOARD APPROVAL; REQUEST TO COMPLETE PROJECT AND APPROPRIATION THEREFOR

BACKGROUND INFORMATION

President Levin has prepared the following information pertaining to and in justification for the construction of a full service day/night heliport for The University of Texas Medical Branch at Galveston:

JUSTIFICATION FOR HELIPORT AT UTMB HOSPITALS

September 1, 1978

The University of Texas Medical Branch at Galveston is one of the few major medical centers in the country which is not equipped with a full service day/night heliport. The Medical Branch is a major trauma center and a major burn care center. This fact, combined with the nature of the industries in the Texas Gulf Coast area, serves to highlight the void created by this lack of a heliport. At the present time there are an estimated 30,000 to 40,000 people working off-shore of the Texas and Louisiana Gulf Coast. These people are employed in a hazardous industry which has a fairly high rate of accidents. Presently most of these patients are transported to Gulf Coast Hospitals equipped with heliports. Provided the injuries occur and the patient is transported during daylight hours, they occasionally are brought to The University of Texas Medical Branch. In addition, the Gulf Coast region from Freeport to Port Arthur includes a heavy concentration of Petro-Chemical Processing Plants. Accidents which occur in these facilities normally produce burn victims who are generally referred to The University of Texas Medical Branch for care. Their transport to our facility during times other than daylight hours is severely hampered by lack of a nighttime heliport facility.

At the present time the Medical Branch utilizes a segment of the athletic field for use as a helicopter landing site. This area is not lighted for nighttime landings and is so situated as to prohibit its licensure as a fully certified day/night heliport. Although of significant size, this athletic field is surrounded on four sides by residential and institutional development. This development poses an impediment to any pilot who should need to select an emergency landing site in the event of power failure on a helicopter attempting to land. Should such power failure occur on a nighttime landing the result could be a crash landing into an occupied building.

In order to provide a helicopter landing facility which can be fully licensed for both daytime and nighttime activity it is necessary to relocate the landing site to an area which would allow emergency landing capability without posing a threat to either the helicopter personnel or to other parties. Furthermore, it is essential that the heliport constructed be designed to accommodate various sizes of helicopters. Most of the helicopters used to serve the off-shore industry differ in design and operation from those used specifically for emergency medical purposes (such as those employed by the Hermann Hospital in Houston). The majority of the potential traffic which this heliport is intended to serve would be transported by the Helicopter Services which serve the off-shore industries. Any heliport which can accommodate those helicopters will readily accommodate the helicopters utilized by medical services such as Hermann Hospital's Life-Flight and the U. S. Coast Guard.

The patients who would be brought to us by the Petroleum Helicopter Industry would virtually all be full pay patients whose financial responsibility to the hospital would be guaranteed by their employer. Thus the heliport would facilitate the entry into our institution of patients who would incur charges which are virtually one hundred percent recoverable. In this light the heliport should pay for itself within a short period of time.

Initial contact has been made with the District Office, Southwest Region, Federal Aviation Administration. They have made an airspace review of the proposed heliport and have no objection to the proposal.

RECOMMENDATIONS

President Levin and System Administration recommend that the Board:

- a. Authorize the construction of a 50' x 50' full service day/night heliport on the campus of the Galveston Medical Branch to be located on land adjacent to and southwest of the Marine Science Institute Building at an estimated total project cost of \$125,000
- b. Authorize submission of the project to the Coordinating Board, Texas College and University System
- c. Authorize preparation of final plans and specifications and completion of the project through all necessary actions of the Galveston Medical Branch Administration and the Physical Plant Department with their own forces or through contract services, in consultation with the Office of Facilities Planning and Construction
- d. Authorize advertisement for bids, subject to the approval of the Coordinating Board
- e. Appropriate \$125,000 from Galveston Medical Branch Unallocated Plant Funds for the total cost of this work.

15. GALVESTON MEDICAL BRANCH (GALVESTON MEDICAL SCHOOL): ADMINISTRATION ANNEX - REMODELING FOR THE DEPARTMENT OF PSYCHIATRY AND BEHAVIORAL SCIENCES - REQUEST FOR AUTHORIZATION TO REMODEL, REQUEST TO SUBMIT TO COORDINATING BOARD AND TO ADVERTISE FOR BIDS AFTER COORDINATING BOARD APPROVAL, AND TO COMPLETE THE PROJECT AND APPROPRIATION THEREFOR

Returned

BACKGROUND INFORMATION

The Department of Psychiatry and Behavioral Sciences at The University of Texas Medical Branch at Galveston is in need of approximately 1,500 square feet of additional laboratory space in which to locate personnel and equipment necessary for the conduct of ongoing departmental research. Such space is available on the third floor of the Administration Annex; however, remodeling of the space is necessary before it can adequately serve the needs of the research effort.

The remodeling work can be accomplished by the Medical Branch Physical Plant Department with their own forces and/or contract services at an estimated total project cost of \$150,000. Since this project involves remodeling of existing space only, there will be no significant change in the maintenance and operating costs. This project includes a cold room estimated to cost \$16,000 and specialized laboratory casework estimated to cost \$49,000.

RECOMMENDATIONS

President Levin and System Administration recommend that the Board:

- a. Authorize the remodeling of approximately 1,500 square feet on the third floor of the Administration Annex for the Department of Psychiatry and Behavioral Sciences at an estimated total project cost of \$150,000
- b. Authorize submission of the project to the Coordinating Board, Texas College and University System

- c. Authorize the completion of the project by the Medical Branch Physical Plant Department with its own forces or through contract services, in consultation with the Office of Facilities Planning and Construction
- d. Authorize advertisement for bids after approval of the project by the Coordinating Board
- e. Appropriate \$150,000 from the Galveston Medical Branch Unallocated Plant Funds - Project Allocation for the total cost of this work.

16. GALVESTON MEDICAL BRANCH: SWIMMING POOL (PROJECT NO. 601-414) - PRESENTATION OF PRELIMINARY PLANS; REQUEST TO SUBMIT TO COORDINATING BOARD; SUBJECT TO COORDINATING BOARD APPROVAL, REQUEST TO PREPARE FINAL PLANS

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on August 4, 1978, preliminary plans and specifications for the construction of a Swimming Pool at The University of Texas Medical Branch at Galveston have been prepared by the Project Architect, Louis Lloyd Oliver and Tibor Beerman, Galveston, Texas.

These plans and specifications provide for swimming pool approximately 42 feet in width and 82 feet long (25 meters) plus a diving area of approximately 35 feet x 35 feet at an estimated total project cost of \$400,000. The pool will be constructed adjacent to and immediately north of the present Alumni Field House to take advantage of existing lockers and dressing room facilities.

Funds have already been appropriated for fees and related project expenses through completion of final plans and specifications.

RECOMMENDATIONS

President Levin and System Administration recommend that the Board:

- a. Approve the preliminary plans and specifications for the Swimming Pool of the Galveston Medical Branch at an estimated total project cost of \$400,000, and authorize the submission of the project to the Coordinating Board, Texas College and University System
- b. Authorize the Project Architect, subject to the approval of the Coordinating Board, to prepare final plans and specifications for consideration of the Board of Regents at a future meeting.

17. SAN ANTONIO HEALTH SCIENCE CENTER: EXPANSION OF BASIC SCIENCE TEACHING SPACE (PROJECT NO. 402-381) - LECTURE HALLS - REQUEST FOR APPROVAL OF FINAL PLANS AND FOR AUTHORIZATION TO ADVERTISE FOR BIDS

BACKGROUND INFORMATION

In accordance with the authorization of the Board of Regents at its meeting on June 9, 1978, final plans and specifications for the construction of the Lecture Halls at the San Antonio Health Science Center have been prepared by the Project Architect, Phelps & Simmons & Garza and Bartlett Cocke & Associates, Inc., San Antonio, Texas. These plans and specifications provide approximately 21,000 square feet for two lecture halls with a capacity of 300 students each and excavation of 14,250 square feet for a future lower level at an estimated total project cost of \$2,250,000. Funds have already been appropriated for this project.

RECOMMENDATIONS

President Harrison and System Administration recommend that the Board:

- a. Approve the final plans and specifications for the Lecture Halls at the San Antonio Health Science Center at an estimated total project cost of \$2,250,000
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids which will be presented at a future Board meeting for consideration.

18.

UNIVERSITY CANCER CENTER (M. D. ANDERSON): CYCLOTRON ADDITION (PROJECT NO. 703-397) - ACCEPTANCE OF NATIONAL CANCER INSTITUTE GRANT NO. 1 CO6 CA 24709-01, AND A GRANT FROM THE M. D. ANDERSON FOUNDATION AND APPROPRIATION THEREOF. --

BACKGROUND INFORMATION

At the December 16, 1977, Board meeting authorization was given for construction and equipping of a Cyclotron Addition, subject to the receipt of a grant from the National Cancer Institute and appropriate matching funds.

The official notice of award of construction Grant No. 1 CO6 CA 24709-01 in the amount of \$735,041 has been received from the National Cancer Institute.

A second grant from the M. D. Anderson Foundation has been received in the amount of \$375,000 for this project.

RECOMMENDATIONS

President LeMaistre and System Administration recommend that the Board:

- a. Accept N.C.I. Grant No. 1 CO6 CA 24709-01 in the amount of \$735,041 and appropriate this amount to the project
- b. Accept the grant from the M. D. Anderson Foundation, totalling \$750,000, and appropriate this amount to the project.

19.

UNIVERSITY CANCER CENTER (M. D. ANDERSON): SCIENCE PARK, CAMP SWIFT DIVISION AT BASTROP - SCIENCE PARK CHIMPANZEE FACILITY (PROJECT NO. 703-382) - APPROPRIATION OF FUNDS AND REQUEST FOR APPOINTMENT OF A COMMITTEE TO AWARD A CONSTRUCTION CONTRACT

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on July 29, 1977, the final plans and specifications for the Science Park Chimpanzee Facility at Bastrop have been prepared by the University Cancer Center Administration and the Office of Facilities Planning and Construction. Federal Grants for the operation and maintenance of the facility have been received and \$540,000 has been previously appropriated for this project.

To expedite the project and assure an early construction start, it is requested that a committee be appointed to award a construction contract between meetings of the Board, in an amount not to exceed \$950,000. Ratification of the contract award will be brought to the Board at a future meeting.

RECOMMENDATIONS

President LeMaistre and System Administration recommend that the Board:

- a. Appropriate \$410,000 from Plant Funds Unappropriated Balances, Account No. 106751.
- b. Appoint a committee consisting of President LeMaistre, Director Kristoferson, Vice President Boyd, President Walker, Committee Chairman Bauerle, and Board Chairman Shivers to award a construction contract for the Science Park Chimpanzee Facility at Bastrop, within the funds appropriated.

20.

UNIVERSITY CANCER CENTER (M. D. ANDERSON): REQUEST FOR AUTHORIZATION TO GRANT UNDERGROUND EASEMENT TO CITY OF HOUSTON FOR WATERLINE AND METER. --

BACKGROUND INFORMATION

To improve underground water service to M. D. Anderson Hospital from the existing water main in Bertner Avenue, an easement needs to be granted to the City of Houston to relocate an existing 8" water service and meter at the Northwest corner of the property. This 10' x 57' easement will improve the existing water service to M. D. Anderson Hospital by eliminating two existing bends and by providing a single steel waterline over the existing steam and chilled water mains located on the West side of the property along Bertner Avenue. The proposed easement is more fully described in the easement document which will be available for examination at the Board meeting.

RECOMMENDATIONS

President LeMaistre and System Administration recommend that the Board grant a 10' x 57' underground easement to the City of Houston to be executed by the Chairman of the Board after approval as to content by President Walker and as to form by a University of Texas Attorney.

21.

TYLER HEALTH CENTER: CHAPEL ADDITION (PROJECT NO. 801-412) - PRESENTATION OF PRELIMINARY PLANS; REQUEST TO SUBMIT TO COORDINATING BOARD; SUBJECT TO COORDINATING BOARD APPROVAL, REQUEST TO PREPARE FINAL PLANS AND ADDITIONAL APPROPRIATION THEREFOR

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on June 9, 1978, preliminary plans and specifications for the construction of a Chapel Addition at The University of Texas Health Center at Tyler have been prepared by the Project Architect, Page Southerland Page. This addition of approximately 3,500 square feet at an estimated total project cost of \$360,000 will provide an all faith chapel, counselor and volunteer offices, instructional space and conference rooms.

RECOMMENDATIONS

Superintendent Hurst and System Administration recommend that the Board:

- a. Approve the preliminary plans and specifications for the Chapel Addition at the Tyler Health Center at an estimated total project cost of \$360,000, and authorize the submission of the project to the Coordinating Board, Texas College and University System

BUILDINGS AND GROUNDS COMMITTEE

SUPPLEMENTAL INFORMATION

October 19-20, 1978

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TYLER HEALTH CENTER

22. Water Supply and Distribution System:
Recommended Consulting Engineering
firms

Below

Documentation

22. Tyler Health Center: Recommended Consulting Engineering
firms. --

CARTER & BURGESS, INC.	FORT WORTH, TEXAS
FREESE AND NICHOLS	FORT WORTH, TEXAS
RAYMOND I. GOODSON, JR., INC.	DALLAS, TEXAS
POWELL & POWELL	DALLAS, TEXAS
TURNER, COLLIE & BRADEN, INC.	AUSTIN/DALLAS/EL PASO/ HOUSTON/PORT ARTHUR

b. Subject to Coordinating Board Approval

- (1) Authorize the Project Architect to prepare final plans and specifications for consideration of the Board of Regents at a future meeting
- (2) Appropriate additional funds in the amount of \$8,000 from Account No. 630-0201-7150, Mae Alice Wiley Fund, for fees and related project expenses through completion of final plans and specifications

22. TYLER HEALTH CENTER: WATER SUPPLY AND DISTRIBUTION SYSTEM - REQUEST FOR AUTHORIZATION FOR FEASIBILITY STUDY, APPOINTMENT OF CONSULTING ENGINEER AND APPROPRIATION THEREFOR

BACKGROUND INFORMATION

Water service to the facilities of The University of Texas Health Center at Tyler is provided by Smith County Water Control and Improvement District No. 1. The Water District's facilities include a storage tank, with a capacity of approximately 1.5 million gallons which is supplied from four active wells. (A fifth well in the system is gaseous and cannot be used.) The distribution system to the Health Center consists of one 10" and one 8" line (both metered). These lines originate from one 10" main which also serves other users.

The system provides an adequate supply of water for the existing Health Center facilities and proper pressure is maintained by facilities at the Health Center. However, when the construction additions currently under way have been completed both the quantity and pressure provided by the existing system will be inadequate. Therefore, it is necessary to initiate a feasibility study to determine what provisions can be made to assure adequate supply and pressures and to develop a cost estimate to make these provisions.

RECOMMENDATIONS

Superintendent Hurst and System Administration recommend that the Board:

- a. Authorize a feasibility study to determine what provisions should be made at the Tyler Health Center to assure adequate water supply and pressures, to include the estimated cost for making these provisions
- b. Appoint a consulting engineer from a list to be submitted at the Board meeting to prepare a feasibility study to be brought to a future Board meeting for consideration
- c. Appropriate \$15,000 from Unexpended Plant Funds Balances for the feasibility study including fees and other related expenses.

BUILDINGS AND GROUNDS COMMITTEE

EMERGENCY ITEMS

October 19-20, 1978

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U. T. ARLINGTON

- ✓ 23. Additional Parking Facilities: Report of Contract Award to SRO Asphalt, Inc., Arlington, Texas, and Recommended Contract Award to Uvalde Construction Company, Dallas, Texas

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U. T. AUSTIN

- ✓ 24. Robert Lee Moore Hall - Fusion Research Center - Texas Experimental Tokamak (TEXT): Recommended Contract Award to B. L. McGee, Inc., Austin, Texas, and Additional Appropriation Therefor

22

- ✓ 25. Marine Science Institute at Port Aransas - Waterfront Improvements: Recommended Contract Award to W. T. Young Construction Company, Corpus Christi, Texas, and Additional Appropriation Therefor

23

✓ GALVESTON MEDICAL BRANCH

- ✓ 26. Galveston Hospitals - Ambulatory Care Center and Galveston Medical School - Learning Center: Report of Bidding; Recommendation to Reject Bids; and Request for Authorization to Re-Advertise

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23. U. T. ARLINGTON: ADDITIONAL PARKING FACILITIES - REPORT OF AWARD OF CONTRACT FOR LOT NO. ONE TO SRO ASPHALT, INC., ARLINGTON, TEXAS, AND RECOMMENDED AWARD OF CONTRACT FOR LOT NO. TWO TO UVALDE CONSTRUCTION COMPANY, DALLAS, TEXAS, AND ADDITIONAL APPROPRIATION THEREFOR

BACKGROUND INFORMATION

At the April 7, 1978, Regents' meeting authorization was given for the expansion and completion of Additional Parking Facilities at U. T. Arlington through construction of approximately 770 parking spaces at two campus locations. Funds in the amount of \$480,891 were appropriated for the estimated cost of surface parking, security lighting, irrigation systems and landscaping. For the first parking lot at Mitchell and Pecan Streets, competitive bids were received on May 30, 1978, and a construction contract of \$236,200 was awarded to the lowest responsible bidder, SRO Asphalt Company, Inc., Arlington, Texas. Bids for the second parking lot at Border and Monroe Streets were called for and were received, opened and tabulated as shown below:

<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alternate</u>	<u>Bidder's Bond</u>
Austin Road Company, Fort Worth, Texas	\$463,085.47	\$59,675.43	5%
Southwestern Contracting Company, Dallas, Texas	364,350.00	18,000.00	5%
SRO Asphalt Company, Arlington, Texas	337,000.00	14,700.00	5%
Uvalde Construction Company, Dallas, Texas	329,927.00	6,407.00	5%

The Administration of U. T. Arlington considers additional funding for the construction award of these parking facilities to be a high priority in their continuing effort to meet urgent parking needs on the campus.

RECOMMENDATIONS

President Nedderman and System Administration recommend that the Board:

- a. Authorize U. T. Arlington Administration to award the construction contract for the additional parking lot at Border and Monroe Streets to the lowest responsible bidder, Uvalde Construction Company, Dallas, Texas, as follows:

Base Bid	\$329,927.00
Alternate - Add a Minimum of 12 Parking Spaces	<u>6,407.00</u>
Total Recommended Contract Award	<u>\$336,334.00</u>

- b. Approve a total cost of \$336,334 to cover the recommended construction contract award for the second parking lot
- c. Appropriate additional funds in the amount of \$91,643 from Unappropriated Plant Funds - Interest on Bond proceeds to provide for the total cost of the second parking lot.

24. U. T. AUSTIN: ROBERT LEE MOORE HALL - FUSION RESEARCH CENTER - TEXAS EXPERIMENTAL TOKAMAK (TEXT) (PROJECT NO. 102-391) - RECOMMENDED AWARD OF CONTRACT TO B. L. MCGEE, INC., AUSTIN, TEXAS, AND ADDITIONAL APPROPRIATION THEREFOR

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on August 4, 1978, bids were called for and were received, opened and tabulated on October 10, 1978, as shown below, for the modification of the existing underground laboratory and construction of approximately 1,308 square feet of new space at R. L. Moore Hall at The University of Texas at Austin to accommodate a new and larger TOKAMAK machine and ancillary equipment. These modifications along with the design, manufacture, installation of the new TOKAMAK machine and associated ancillary equipment have been made possible by the receipt by U. T. Austin of a Federal Grant (No. EG-77-C-05-5398) from the Department of Energy. The grant and the new facility will make possible expanded and significant experimental studies in the vital energy field of fusion research.

<u>Bidder</u>	<u>Base Bid</u>	<u>Bidder's Bond</u>
Air Conditioning, Inc., Austin, Texas	\$861,000.00	5%
J. C. Evans Construction Company, Inc., Austin, Texas	865,000.00	5%
Thomas Hinderer Company, Austin, Texas	838,800.00	5%
Lawless & Alford, Inc., Austin, Texas	886,000.00	5%
B. L. McGee, Inc., Austin, Texas	765,000.00	5%

RECOMMENDATIONS

President Rogers and System Administration recommend that the Board:

- a. Award the construction contract for the U. T. Austin Fusion Research Center to the lowest responsible bidder, B. L. McGee, Inc., Austin, Texas, as follows, subject to the approval of the federal granting agency:

Base Bid \$765,000.00

- b. Authorize a total project cost of \$828,000.00 to cover the recommended building construction contract award, fees and related project expenses
- c. Appropriate funds in the amount of \$828,000.00 from D.O.E. Grant No. EG-77-C-05-5398 for these costs.

25. U. T. AUSTIN: MARINE SCIENCE INSTITUTE AT PORT ARANSAS - WATERFRONT IMPROVEMENTS (PROJECT NO. 102-399) - RECOMMENDED AWARD OF CONTRACT TO W. T. YOUNG CONSTRUCTION COMPANY, CORPUS CHRISTI, TEXAS, AND ADDITIONAL APPROPRIATION THEREFOR

BACKGROUND INFORMATION

In accordance with authorization of the Board of Regents at its meeting on April 7, 1978, bids were called for and were received, opened and tabulated on October 3, 1978, as shown below, for the Waterfront Improvements at the U. T. Austin Marine Science Institute at Port Aransas:

<u>Bidder</u>	<u>Base Bid</u>	<u>Add Alt. #1</u>	<u>Add Alt. #2</u>	<u>Bidder's Bond</u>
The Goldston Company, Inc. Corpus Christi, Texas	\$636,709.00	\$694,174.00	\$591,653.00	5%
W. T. Young Construc- tion Co., Corpus, Christi, Texas	375,063.50	40,800.00	355,463.50	5%

The total project cost of dredging the access channel to a depth of 10 feet, extending the northeast jetty, widening the channel entrance and repairing existing damaged pilings was estimated to be \$350,000.00.

Due to the specialized nature of the project, only two qualified bidders expressed interest in the rehabilitation work. Both bids exceeded the engineering estimate of the Project Engineer Ogletree and Gunn of Corpus Christi, Texas. A review of the bidding results indicates costs have risen substantially since the December 1977 project authorization for this work.

In the opinion of U. T. Austin Administration, this project is necessary to insure continued safe operation of vessels at the Marine Science Institute, and should be awarded at this time to avoid further cost escalation.

RECOMMENDATIONS

President Rogers and System Administration recommend that the Board:

- a. Award a construction contract for Waterfront Improvements at the U. T. Austin Marine Science Institute at Port Aransas to the lowest responsible bidder, W. T. Young Construction Company, Corpus Christi, Texas, as follows:

Base Bid \$375,063.50

- b. Authorize a revised total project cost of \$475,000.00 to cover the recommended construction contract award, fees, and related project expenses
- c. Appropriate additional funds in the amount of \$125,000.00 from U. T. Austin Unexpended Plant Funds to provide for the total project cost.

26. GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS): AMBULATORY CARE CENTER (PROJECT NO. 601-335) AND GALVESTON MEDICAL BRANCH (GALVESTON MEDICAL SCHOOL): LEARNING CENTER (PROJECT NO. 601-320) - REPORT OF BIDDING, RECOMMENDED REJECTION OF BIDS AND REQUEST FOR AUTHORIZATION TO RE-ADVERTISE

BACKGROUND INFORMATION

In accordance with approvals given by the Board of Regents in February 1978 and June 1978, final plans were approved and bids were invited for the Ambulatory Care Center and the Learning Center at The University of Texas Medical Branch at Galveston. The two projects were combined into one bid for the convenience of the construction industry. Bids were called for and were received, opened and tabulated on October 12, 1978, as shown on the attached sheet. During the bidding period, nine bidders were initially active and interested in bidding. Just prior to the receipt of bids, five contractors were still active. However, only three contractors submitted bids on October 12, 1978. The proposal of the lowest responsible bidder, Algernon Blair, Inc., Montgomery, Alabama, exceeds funding available for the two projects.

Based on the final estimates submitted by the two Project Architects, the combined base bid for the two projects would have been approximately \$20,800,000.

RECOMMENDATIONS

President Levin and System Administration recommend that the Board reject all bids received on October 12, 1978, for the construction of the Ambulatory Care Center and the Learning Center at The University of Texas Medical Branch at Galveston and authorize re-advertisement for bids.

Bidding results on the two projects will be presented to the Board for consideration at a future meeting.

THE AMBULATORY CARE CENTER AND THE LEARNING CENTER
The University of Texas Medical Branch at Galveston, Galveston, Texas
Base Bids Received at 2:00 p.m., and Alternate Bids Received at 4:00 p.m., C.D.S.T., October 12, 1978
at The University of Texas Medical Branch at Galveston
The University of Texas System

<u>Bidder</u>	<u>Combined Base Bid</u>	<u>AMBULATORY CARE CENTER</u>			<u>LEARNING CENTER</u>		<u>Bidder's Bond</u>
		<u>Alt. #1 Materials Transport System</u>	<u>Alt. #2 Conn. of Trash Chute</u>	<u>Alt. #3 Add Eighth Fl. Level</u>	<u>Alt. #1 Add Shell Space</u>	<u>Alt. #2 Landscaping</u>	
Algernon Blair, Inc., Montgomery, Alabama	\$30,864,000	\$182,000	\$38,000	\$1,350,000	\$1,722,000	\$265,000	5%
J. W. Bateson Company, Inc., Dallas, Texas	31,337,000	199,000	45,000	1,363,000	1,789,000	241,000	5%
Zapata Warrior Constructors, A Division of Zapata Constructors, Inc., Houston, Texas	33,100,000	194,000	42,000	1,250,000	1,750,000	254,000	5%

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Health Affairs Committee

HEALTH AFFAIRS COMMITTEE
Committee Chairman Law

Date: October 20, 1978

Time: Following the meeting of the Buildings and Grounds Committee if it reconvenes on October 20, 1978; otherwise the Health Affairs Committee will meet following the Academic and Developmental Affairs Committee.

Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

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b. Fort Worth Medical Plaza, Inc., d/b/a Medical Plaza Hospital Fort Worth, Texas	
c. Texas Department of Health Region V, Arlington, Texas	
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f. Memorial Hospital System Houston, Texas	
g. Visiting Nurse Association of Houston, Inc. Houston, Texas	
h. Planned Parenthood Center Houston, Texas	
i. Villa Northwest Convalescent Center Houston, Texas	
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NOTE: The agreements recommended for approval by the Health Affairs Committee have been approved by the Office of General Counsel and are based on the model agreement adopted December 16, 1977, unless the document is included.

- ✓ 1. U. T. Arlington: Proposed Affiliation Agreements with (a) Arlington Boys Club, Inc., Arlington, Texas; (b) Fort Worth Medical Plaza, Inc., d/b/a Medical Plaza Hospital, Fort Worth, Texas; (c) Texas Department of Health, Region V, Arlington, Texas; and (d) Southwestern Baptist Theological Seminary - Walsh Medical Clinic, Fort Worth, Texas.--

RECOMMENDATION

It is recommended by President Nedderman and System Administration that approval be given to affiliation agreements by and between The University of Texas at Arlington and the following facilities. These agreements have been executed by the appropriate officials and are to be effective upon approval by the Board of Regents:

Facility

- a. Arlington Boys Club, Inc.
Arlington, Texas
- b. Fort Worth Medical Plaza, Inc.,
d/b/a Medical Plaza Hospital
Fort Worth, Texas
- c. Texas Department of Health,
Region V, Arlington, Texas
- d. Southwestern Baptist Theological
Seminary - Walsh Medical Clinic
Fort Worth, Texas

PURPOSE

Each of these agreements will permit additional educational facilities primarily for the nursing students at U. T. Arlington.

✓
2. U. T. El Paso: Proposed Affiliation Agreements with (a) El Paso City-County Health Unit, El Paso, Texas and (b) Surgical Center of El Paso, El Paso, Texas.--

RECOMMENDATION

It is recommended by President Templeton and System Administration 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 City-County Health Unit, El Paso, Texas	July 27, 1978
b. Surgical Center of El Paso El Paso, Texas	July 10, 1978

PURPOSE

Each of these agreements will permit additional educational facilities primarily for the nursing students at U. T. El Paso.

3. U. T. El Paso: Proposed Affiliation Agreement with the National Medical Hospital of Texas (Sierra Medical Center), El Paso, Texas.--

RECOMMENDATION

System Administration concurs with President Templeton's recommendation that approval be given to the following affiliation agreement (Pages HAC 6 - 10) between The University of Texas at El Paso and the National Medical Hospital of Texas (Sierra Medical Center), El Paso, Texas to be effective on the date approved by the Board of Regents.

PURPOSE

This agreement will permit additional clinical facilities for the nursing students at U. T. El Paso.

HEALTH CARE
EDUCATIONAL EXPERIENCE PROGRAM
AFFILIATION AGREEMENT

THIS AGREEMENT made the 16th day of August, 1978, by and between The University of Texas at El Paso ("University"), a component institution of The University of Texas System ("System"), and The Board of Directors of the National Medical Hospital of Texas (Sierra Medical Center) ("Facility"), a corporation existing under the laws of the State of Texas, having its principal office at 1625 Medical Center Drive, El Paso, State of Texas.

WITNESSETH:

WHEREAS, Facility now operates health care facilities located at 1625 Medical Center Drive, in the City of El Paso, State of Texas, and therein provides health care services for persons in need of such services; and University provides an academic program with respect to health care; and,

WHEREAS, University periodically desires to provide health care related educational experiences for its 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 providing the best obtainable supply of personnel educated in the field of health care as being in the best interests of Facility, and believes that achievement of such goal can best be accomplished by affording health-care students the opportunity to participate in meaningful educational experiences as a part of an academic health care program, through utilization of appropriate facilities and personnel of Facility; and,

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

NOW, THEREFORE, in consideration of the premises and of the benefits derived

and to be derived therefrom and from the program or programs established and implemented by said parties, 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 "Educational Experience Program," or "Program"), shall be covered by and subject to the following terms and conditions:

1. The Program shall not become effective until all agreements between the parties with respect to Program have been reduced to writing ("Program Agreement"), executed by the duly authorized representatives of Facility and University, and approved in writing by the President of The University of Texas System.

2. The Program may be cancelled by either party by giving such written notice to the other of its intention to terminate the Program as provided in the Program Agreement; provided, however, that the Program shall automatically terminate upon termination of this Agreement.

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

4. After Program Agreement becomes effective, no amendments thereto shall be valid unless in writing and executed by the duly authorized representatives of Facility and University, and approved by the President of The University of Texas System.

5. 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 Educational Experience Program, as specified in the Program Agreement, and, in connection with such Program, further agrees:

(a) To comply with all Federal, State and Municipal laws, ordinances, rules and regulations applicable to performance by 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 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).

6. University hereby agrees:

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

(b) To assign for participation in the Program only those students (1) who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to such participation, all as determined by University in its sole discretion, 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) The University shall provide the Facility with the name of the insurance company with which each student and member of the faculty using the facility carries malpractice insurance. The Facility shall notify the University prior to January 15 and September 1, each year of any special requirements for malpractice insurance as a condition of using the Facility as provided by this

agreement.

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

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

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

9. No oral representations of any officer, agent, or employee of Facility or The University of Texas 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.


10. 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.

11. 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 students enrolled in the Program at the end of the term of this Agreement have completed their respective courses of study under the Program; whichever event last occurs.

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

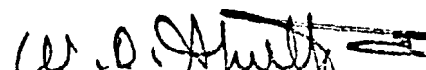
THE UNIVERSITY OF TEXAS AT EL PASO

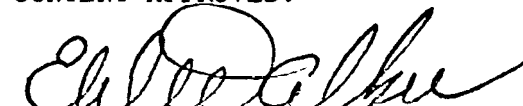
By 
A. B. Templeton, President

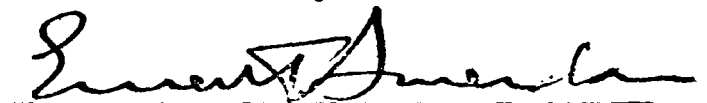
Chairman, Board of Regents

CONTENT APPROVED:

FORM APPROVED:


General Counsel of the System



President of the System


Vice President for Academic Affairs
(System)

ATTEST:



THE BOARD OF DIRECTORS OF THE NATIONAL
MEDICAL HOSPITAL OF TEXAS (SIERRA
MEDICAL CENTER

By 
Chairman of the Governing Board

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the ____ day of _____, 197__.

Secretary, Board of Regents
The University of Texas System

4. U. T. San Antonio: Proposed Affiliation Agreements with (a) Jack O'Dell, Registered Physical Therapist, Fort Worth, Texas; (b) Santa Rosa Medical Center, San Antonio, Texas; and (c) Hill Country Memorial Hospital, Fredericksburg, Texas.--

RECOMMENDATION

It is recommended by Acting President Wagener and System Administration 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. Jack O'Dell, Registered Physical Therapist Fort Worth, Texas	June 30, 1978
b. Santa Rosa Medical Center San Antonio, Texas	July 26, 1978
c. Hill Country Memorial Hospital Fredericksburg, Texas	May 4, 1978

PURPOSE

Each of these agreements will permit additional educational training opportunities for students primarily in the Division of Allied Health and Life Sciences, specifically in physical therapy.

5. Dallas Health Science Center: Proposed Affiliation Agreement with St. Paul Hospital, Dallas, Texas.--

RECOMMENDATIONS

President Sprague

President Sprague recommends that approval be given to the following affiliation agreement (Pages HAC 12 - 21) between The University of Texas Health Science Center at Dallas and St. Paul Hospital, Dallas, Texas, to be effective on the date approved by the Board of Regents.

System Administration

System Administration concurs with the recommendation.

JUSTIFICATION

This agreement will provide for full-time faculty of the Southwestern Medical School to be in residence at St. Paul Hospital and for students at all levels to utilize their facilities and will strengthen the relationship between the two institutions and be of value to both.

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

AFFILIATION AGREEMENT

THIS AGREEMENT made the 18th day of August, 1978, 1978, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM ("Regents"), for and on behalf of The University of Texas Health Science Center at Dallas' Southwestern Medical School ("Southwestern"), and the BOARD OF TRUSTEES OF ST. PAUL HOSPITAL ("Trustees"), a private, non-profit corporation having its principal office at 5909 Harry Hines Boulevard, Dallas, Texas, 75235, said Trustees acting hereinafter for and on behalf of ST. PAUL HOSPITAL ("Hospital");

WITNESSETH:

WHEREAS, Hospital is a private, non-profit institution operating a general hospital facility located at 5909 Harry Hines Boulevard, Dallas, Texas, 75235, and providing quality medical health care services to the sick and injured; and,

WHEREAS, Hospital and Southwestern have the following objectives in common: (1) the desire to coordinate all medical care resources for the benefit of improved patient care and the development of Dallas as a medical center; (2) a common commitment to offer the people of Dallas, Texas, and the Southwest, a program of excellence in medical education; and (3) a desire and intent to develop an agreement that will encourage and use, in future years, the strength of both institutions to the maximum extent consistent with the interests of each; and

WHEREAS, Southwestern shall continue providing health care related experiences for its students, by assuring comprehensive professional coordination between its faculty and Hospital's health care staff, through joint utilization of facilities and personnel; and,

WHEREAS, Hospital is committed to providing by and within the practicable means of its extensive resources, the best available personnel educated in the field of health care, both for Hospital and for other similar institutions who are potential employers of such personnel; and,

WHEREAS, Hospital's extensive medical staff includes many persons with clinical appointments on Southwestern's faculty, thereby providing medical education for physician residents, fellows, medical students and clerkships in numerous professional specializations; and,

WHEREAS, Hospital and Southwestern intend to continue to establish and implement specific faculty and student educational experience programs, to the mutual benefit of their facilities, operations, faculty, staff and personnel hereunder;

NOW, THEREFORE, for and in consideration of the premises, of the benefit derived and to be derived therefrom, and of the particular programs to be established and implemented by the parties, Regents and Trustees state and agree that any specific educational program ("Program") agreed to by and between Hospital and Center during the term of this Agreement, for the purpose of achieving mutual objectives above described, shall be subject to the terms and conditions of this Agreement.

1. Southwestern is an accredited four-year school of medicine governed by the policies, rules and regulations of Regents. A full-time faculty of 521 and over 800 part-time faculty conduct and supervise the instruction. The Medical Library now contains over 140,000 volumes and receives currently over 2,850 domestic and foreign serial publications. Southwestern is advantageously situated in that it has the generous cooperation of many hospital facilities of the city and vicinity. In addition to St. Paul Hospital, the following facilities are utilized in the teaching programs of the school: Parkland Memorial, Baylor University Medical Center,

Methodist Hospital of Dallas, Presbyterian Hospital of Dallas, The Children's Medical Center, Texas Scottish Rite Hospital For Crippled Children, The Dallas Veterans Administration Hospital, Timberlawn Sanitarium, The U.S. Public Health Service Hospital, The John Peter Smith Hospital in Fort Worth, and The Terrell State Hospital in Terrel. Southwestern is dedicated to the promotion of medical education in Dallas and the entire Southwest.

2. St. Paul Hospital is a General Hospital composed of a hospital unit of 489 beds and 50 bassinets operated by the Daughters of Charity of St. Vincent de Paul. As a private, not-for-profit institution, it is charged to provide the highest class of medical care to the sick and injured without reference to color or creed, and to provide necessary surcease to the lot of the poor and destitute, and to foster within its resources education and research as same are related to the improvement of medical care.

Hospital is governed by a Board of Trustees consisting of seven members who are Daughters of Charity selected by the corporate members of the Daughters of Charity with reference to experience and academic background. Trustees select and employ a competent, experienced administrator who is the direct executive representative in the management of Hospital. This administrator is given the necessary authority and is held responsible for the administration of Hospital in all its activities and departments, subject only to such policies as may be adopted and such orders as may be issued by Trustees or by any of its committees to which it has delegated power for such action. The administrator acts as the "duly authorized representative" of the governing board in all matters in which the governing board has not formally designated some other person for that specific purpose.

Hospital provides general care for acute and chronic

disorders and is equipped to provide specialized care in a number of areas. There are approximately 25,000 patients admitted each year in all categories.

The services thus provided are implemented by a physical plant consisting of a main hospital of 489 beds, plus 50 bassinets which provides services such as physical medicine, nuclear medicine, diagnostic radiology, radiation oncology, pulmonary medicine, gastroenterology, cardiology, blood bank, special care units, outpatient clinic, emergency room facilities, school of laboratory technology and other services.

Hospital's medical staff is comprised of 471 members of whom 297 are certified in their respective specialty. Approximately 50% of the medical staff hold clinical appointments on the faculty of Southwestern.

Medical education is the responsibility of a full-time director, who organizes the teaching cadre from the Hospital Staff Society and arranges the necessary conferences, rounds, etc. At present Hospital offers approved postgraduate training in Internal Medicine, Obstetrics and Gynecology, Pathology, General Surgery and Radiology. There are available additional externships, clinical clerkships, and fellowships in Cardiology, Nephrology, Pulmonary Medicine, Nuclear Medicine, Radiation Oncology and Gastroenterology.

3. To facilitate cooperation between Southwestern and Hospital this Agreement shall be the basis for Program development. A Program shall not be effective until all agreements between the parties with respect to Program shall have been reduced to writing, executed by Hospital and Southwestern, and approved in writing by the President of The University of Texas System. Responsibility for establishing the specific relationships under any Program is hereby vested with the departmental chairmen of Southwestern and the appropriately designated persons of Hospital, who shall be Program directors as provided hereinafter.

4. Any Program may be cancelled by either party upon such party's giving written notice of termination to the other party of such intent to terminate within the specific term of such Program; provided, however, all Programs shall automatically terminate upon termination of this Agreement.

5. In the event of conflict between the text of Program and the text of this Agreement, this Agreement shall govern.

6. After any specific Program becomes effective, no amendments thereto shall be valid unless and until same are stated in writing, executed by Hospital and Southwestern, and approved by the President of The University of Texas System.

7. Subject to the specific acts to be performed by Southwestern pursuant to the express provisions of this Agreement, Hospital hereby agrees to provide for operation and maintenance of fully accredited hospital facilities for teaching, research, patient care and community service, by this affiliation for medical education by integrated Programs at Hospital's facilities. Hospital specifically agrees:

(a) To maintain complete records of acts within any Program, and to provide full information thereon to Southwestern.

(b) To permit the authority responsible for accreditation of Southwestern's curriculum to inspect all facilities, services and other things provided by facility, in addition to all records, reports and other information on Programs, at such reasonable times that such inspection may be requested by Southwestern.

(c) To comply with all Federal, State and local laws, ordinances, rules and regulations applicable to performance by Hospital of its obligations under this Agreement, and to certify such compliance to Southwestern or other

entity when requested to do so by Southwestern.

(d) To designate a person to have the direct and overall responsibility for conduct of each Program as its Program Director; provided, however, such designation shall be subject to approval of Southwestern.

8. Subject to the specific acts to be performed by Hospital under this Agreement, Southwestern shall provide for operation and maintenance of its fully accredited school of medicine for teaching, research, patient care and community service by this affiliation for medical education by integrated programs at Hospital's facilities. Southwestern specifically agrees:

(a) To provide full information, to the extent available, on Program participants.

(b) To assign for participation in Programs only qualified persons, as determined by Southwestern, subject to approval by Hospital.

(c) To designate departmental heads of staff to coordinate with Hospital's Program Directors on actions to be undertaken within any Program.

(d) To do all things Southwestern determines to be reasonably necessary and proper, to assure compliance by participants in Programs, with Hospital's written regulations and policies.

9. Regents and Trustees agree that academic status is a strong inducement for attracting well-qualified individuals for teaching positions at Hospital, and that academic appointment made by Southwestern for individuals in full-time key positions at Hospital should include tenure or assurances of continuation of employment, if possible. This will be granted by Hospital on an individual basis, subject to the approval of

Southwestern. When a faculty member receives a tenured appointment at Hospital, it is understood that Hospital guarantees the tenured faculty member's salary for the period of time specified in each individual case.

If a tenured faculty member's service is terminated at Hospital, then Southwestern may, at its option, assume the tenure obligation depending upon the merits of the individual faculty member, availability of a suitable position and the financial resources to assume the obligation.

10. Physicians employed full-time by Southwestern with academic appointments, and whether based primarily at Southwestern or Hospital, will be subject to The University of Texas System's policies regarding the salary plan for such physicians. Except as may be mutually agreed in any individual contract, fees earned by full-time faculty members will be placed in a trust fund of Southwestern in conformity with the contractual agreement of Southwestern and its faculty as established by the Medical Services and Research Development Plan ("MSRDP Plan"). Fees will be deposited in a separate fund at Southwestern, and will be subject to regular accounting procedures. Initiation and distribution of monies from said funds are to be vested in the chairman of the division or department to which the funds are attributable within Hospital. Such monies are intended to strengthen programs within Hospital. These funds cannot be committed on a continuing basis for the salaries of additional full-time personnel. Quarterly, Southwestern will provide to Hospital's Controller a summary of fees earned and collected by such faculty members, including an accounting of amounts received as insurance proceeds. The division, disbursement and expenditure of such collected funds shall be specified in each individual contract.

11. Hospital will provide research facilities for physicians who are located, for geographical and employment purposes,

on a full-time basis on its campus. Research projects at Hospital may be jointly sponsored by Southwestern. There will be prior agreement regarding the extent of responsibility of each institution in the administration of research funds, the provision of staff and facilities, and the ownership of equipment purchased with research funds.

12. Southwestern recognizes the current and previously stated policy of Hospital regarding "Respect for Life" which prohibits the performance of abortion or primary sterilization procedures at St. Paul Hospital.

13. If any aspect of this agreement becomes unsatisfactory, a joint committee shall be responsible for discussing and resolving the questions involved. If a change in the agreement is necessary, the committee shall make recommendations to the authorities in each institution. If problems develop which are sufficiently serious and cannot be resolved, dissolution shall be mutually agreed upon with adequate time to allow each institution to make necessary arrangements in an orderly manner.

14. The continuing sound relationship which has heretofore existed between Hospital and Southwestern is recognized by both parties to be essential to continued administration under this Agreement. Effective discussion and review of the affiliation here established shall be subject to continuous discussion and consultation at the departmental level. Such review shall be the basis for administration of routine matters within the terms of this Agreement and any Programs adopted pursuant thereto. Furthermore, Hospital and Southwestern shall designate representatives to an affiliation oversight committee, which shall review this affiliation, relationships thereunder, administrative practices thereby developed and related matters, which committee shall meet at least annually for purposes of review and recommendation to Regents and Trustees.

15. No oral representation of any officer, agent or employee

of Hospital or Southwestern, or the University of Texas System or any of its component institutions (including, but not limited to Southwestern), whether made before or after the effective date of this Agreement, shall affect or modify any obligation of the parties hereunder.

16. All agreements between the parties on the subject matter of this affiliation have been reduced to writing herein. No amendments to this Agreement shall be valid unless and until same have been stated in writing, signed by Hospital and Southwestern, and approved by Regents and Trustees.

17. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assignees; provided, however, no assignment by either party shall be valid until approved by the other party. A delay or failure of performance by either party shall not constitute default hereunder, or give rise to any claims for damages if and to the extent such delay or failure is caused by occurrences beyond the control of either party.

18. All notices under this Agreement shall be provided to the party to be notified 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.

19. This Agreement shall be effective on the date hereinabove first written, and shall continue in effect for an initial term ending one (1) year after such date, and after such initial term from year to year until one party shall have given one (1) year's written notice to the other party of intent to terminate this Agreement; provided, however, such termination shall not affect any academic tenure appointment made under paragraph seven (7) of this Agreement.

EXECUTED by the parties, to be effective on the day and

year first above written, as witnessed by their signatures duly affixed hereto.

ATTEST:

THE UNIVERSITY OF TEXAS SYSTEM

Chairman of the Board of Regents

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Cliff Walker
President

M. Lynn J. H.
General Counsel

Edmund M. Brantley
Vice President for
Health Affairs

ATTEST:

ST. PAUL HOSPITAL

Sister Lorraine Trainor

Sister Louise
President

6. Dallas Health Science Center: Proposed Affiliation Agreements with (a) Dallas Independent School District, Dallas, Texas, and (b) Northwest Dallas County Service Center, Farmers Branch, Texas.--

RECOMMENDATION

It is recommended by President Sprague and System Administration that approval be given to affiliation agreements by and between The University of Texas Health Science Center at Dallas 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. Dallas Independent School District Dallas, Texas	July 17, 1978
b. Northwest Dallas County Service Center, Farmers Branch, Texas	July 13, 1978

7. Galveston Medical Branch: Proposed Appointment to the Granville T. Hall Chair in General Surgery.--

RECOMMENDATION

President Levin

President Levin recommends approval of the appointment of Jay Collie Fish, M.D., to the Granville T. Hall Chair in General Surgery.

BACKGROUND INFORMATION

This Chair was established at the February 11, 1977 meeting of the Board of Regents. Prior to the establishment of the Granville T. Hall Chair in General Surgery, there had been the Granville T. Hall Professorship in General Surgery and this position had been held by Dr. Fish.

Dr. George T. Bryan's statement relating to Dr. Fish:

"Dr. Fish received his M.D. degree from The University of Texas Medical Branch in 1958, served a rotating internship at Philadelphia General Hospital, and completed his surgical residency at UTMB in 1963. He joined the Medical Branch faculty in 1965 as an Instructor of Surgery, and in 1971 was appointed the first Granville T. Hall Professor of General Surgery.

"Dr. Fish is a gifted and widely respected teacher for undergraduates and house staff. In May 1978, he received two teaching awards from the student body — the James W. Powers Memorial Award, presented by the senior class, and the Golden Apple Award, presented by the junior class. He is an extremely effective clinician and surgeon and a tireless worker in Departmental and University affairs. His research has won national recognition in the areas of clinical transplantation, immune mechanisms of inflammatory bowel disease, and secondary hyperparathyroidism in chronic home dialysis patients. Dr. Fish has been described as "a nearly ideal academic surgeon...and a source of great strength to the Department and the Medical School."

"In my opinion, Dr. Fish is the outstanding candidate to hold the Hall Chair, and I wholeheartedly endorse this proposal."

System Administration

System Administration has reviewed this proposal and notes that Dr. Fish has been effective as a physician, a teacher and an investigator. Because he fulfills the highest qualifications for appointment for a funded chair, System Administration endorses the recommendation.

8. Galveston Medical Branch: Proposed Affiliation Agreements with (a) Austin State School, Austin, Texas, and (b) Bexar County Mental Health/Mental Retardation Center, San Antonio, Texas.--

RECOMMENDATION

It is recommended by President Levin and System Administration that approval be given to affiliation agreements by and between The University of Texas Medical Branch at Galveston 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. Austin State School Austin, Texas	June 1, 1978
b. Bexar County Mental Health/ Mental Retardation Center San Antonio, Texas	June 1, 1978

9. Galveston Medical Branch: Proposed Affiliation Agreement with United States Public Health Service Hospital, Nassau Bay, Texas.--

RECOMMENDATION

President Levin

President Levin recommends that approval be given to the following affiliation agreement (Pages HAC 24 - 32) between The University of Texas Medical Branch at Galveston and the United States Public Health Service Hospital, Nassau Bay, Texas, to be effective on the date approved by the Board of Regents.

System Administration

System Administration has reviewed this agreement and supports President Levin's recommendation since it will provide a splendid opportunity for both institutions to better achieve their objectives.

PURPOSE

The purpose of this affiliation agreement is to enhance mutual interests and objectives, to provide the optimum standard of medical care available and to provide additional opportunities for educational programs.

AFFILIATION AGREEMENT

THIS AGREEMENT made the ____ day of _____, 197__,
by and between THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
("University"), a component institution of The University of Texas System
("System"), having its principal office at 601 Colorado Street, Austin,
State of Texas, 78701, and THE UNITED STATES PUBLIC HEALTH SERVICE HOSPITAL,
NASSAU BAY ("Hospital"), a federally operated hospital, having its principal
office at 300 Independence Avenue SW, Washington, DC.

WITNESSETH:

WHEREAS, Hospital now operates hospital facilities located at
2050 Space Center Drive, in the city of Nassau Bay, Houston, State of Texas,
77058, and therein provides health care services for persons in need of
such services; and University provides an academic program with respect to
health care; and

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

WHEREAS, it is in the respective interests of the University and
the Hospital to enhance their mutual objectives of providing the optimum
standard of medical care available and to improve continuously the standards
of such patient care. To that end, the University and the Hospital do
hereby enter into a general affiliation relationship as described hereinunder
in respect to patient care, teaching/training, and research. The President
and the Director will constitute the focal point of all necessary coordination
and interpretation in respect to the substance of this agreement.

1. Provisions of Agreement

A. In respect to the Hospital and subject to the availability of resources:

(1) The Hospital will make available to the University its hospital facilities and staff in regard to the training, teaching, and research activities of the University.

(2) The Hospital will be a source of patients for both the teaching and research programs of the University. In respect to research programs, compliance with Federal Policy on informed consent and other related requirements regarding the "Protection of Human Subjects" is mandatory when such programs involve participation of Hospital staff members or Hospital patients, whether such programs are conducted at the Hospital or University (Ref: 45 Code of Federal Regulations Part 46.)

(3) The Director of the Hospital will retain ultimate control of operating policy and administration and be responsible for the professional medical support and administrative services related to patient care and other ongoing programs within the Hospital. The standards and level of patient care within the Hospital are implicit in that responsibility.

(4) Each chief of an affiliated service at the Hospital, in addition to his normal official accountability to the Director of the Hospital for patient care activities within the Hospital, will be responsible to the respective academic chairman of the University for the conduct of his department's teaching and research programs at the Hospital. The chiefs of

affiliated departments will be appointed by the Hospital in cooperation with the University for the and in consonance with residency training affiliation of the Hospital in that program. Acceptable chiefs may receive appropriate academic appointments to the University staff subject to the rules and regulations of the Board of Regents and as such will relate academically to the appropriate department head, but their final accountability as members of the USPHS staff will be to the Hospital Director.

(5) An appropriate Hospital Committee will monitor details of all research programs, reviewing and approving all research projects prior to their implementation and in accordance with existing Department of Health, Education, and Welfare and Public Health Service regulations. A committee will be established by the Hospital in conformance with PHS policy. Such committee will review and approve all proposed publications emanating from research within the Hospital.

B. In respect to the University and subject to its internal limitations:

(1) The University will make available to the Hospital improved training and research opportunities for PHS trainees and staff and, in this respect, will make available to PHS staff appropriate Continuing Medical Education programs.

(2) The President of the University retains ultimate control of those teaching and research functions and activities resulting from the implementation of this agreement.

(3) The rotation of residents from The University of Texas Hospitals at the Hospital will be accomplished with mutual agreement between the Chief of the Hospital Department and corresponding

Program Director of the University, with due consideration given to adequate coverage within the Hospital. During any such assignments or reassignments, the sources of support of the respective residents will retain their respective funding responsibility regardless of locale of assignment.

(4) Fellows, Trainees, Postdoctoral Associates, etc.:

Those individuals who qualify for such posts will be selected by an appropriate sponsor subject to approval by the respective chief of the service. Were the individual to assume any clinical responsibility whatsoever at the Hospital, his qualifications must be approved by the Director. For foreign graduates, an Educational Commission for Foreign Medical Graduates (ECFMG) certificate is required for participation in any clinical activity.

2. Miscellaneous

A. Research activities within the Hospital are subject to final approval by the Division of Hospitals and Clinics Central Investigations Committee, and such activities will be subject to criteria and standards prescribed by the Department of Health, Education, and Welfare (DHEW).

B. Insofar as is possible and for the purpose of avoiding unnecessary duplication of costly facilities or services, appropriate administrative and fiscal arrangements will be developed so that patients may be offered the full advantage of specialized services which currently exist or will be developed under the aegis of either the Hospital or The University of Texas Hospitals at Galveston (Galveston Hospitals) within the University's Affiliated Hospital Program.

C. The rules and regulations of the respective institution shall apply to staff and to trainees while assigned to the institution.

D. Appropriate coordinating committee composed of equal number of representatives from the University and the Hospital will be constituted as determined by the Director of the Hospital and the President of the University to provide the necessary guidance, oversight, and direction to the programs involved in this affiliated relationship.

E. Program Agreements

(1) The Program Agreement (i.e., memorandum of agreement with an individual department of the University) shall not become effective until all agreements between the parties with respect to Program have been reduced to writing ("Program Agreement"), executed by the duly authorized representatives of Hospital and University, and approved in writing by the President of the System and Public Health Service headquarters and become effective upon signature. For individual training programs conducted under this agreement, additional specific terms of agreement shall be developed for the approval of the Director of the Hospital and the President of the University to cover the general scope and nature of training, numbers of trainees, periods of training, supervision and evaluation expected, privileges of trainees, and other relevant information.

(2) The Program may be cancelled by either party by giving 60-day prior 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 Affiliation Agreement.

(3) In the event of conflict between the text of the Program Agreement and the text of this Affiliation 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 Hospital and University, and approved by the President of The University of Texas System.

(5) Except for certain acts to be performed by University pursuant to express provisions of this Agreement, Hospital hereby agrees to furnish the premises, personnel, services, and all other things necessary for the Educational Experience Program, as specified in the Program Agreement, and, in connection with such Program, further agrees:

i. To comply with all federal, state, and municipal laws, ordinances, rules, and regulations applicable to performance of Hospital 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.

ii. To permit the authority responsible for accreditation of University's curriculum to inspect such facilities, services, and other things provided by Hospital pursuant to this Agreement as are necessary accreditation evaluation.

iii. To appoint a person to serve for Hospital as Liaison to the faculty and students engaged in the Program; provided, however, that any person appointed Liaison must first have prior written approval of the University; and, in such connection, Hospital shall furnish

in writing to University (not later than thirty days prior to the date the Liaison appointment is to become effective) the name and professional and academic credentials of the person proposed by Hospital to be Liaison, and with ten days after receipt of same, University shall notify Hospital of University's approval or disapproval of such person. In the event the Liaison becomes unacceptable to University after appointment, and University so notifies Hospital in writing, Hospital will appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this paragraph (iii).

(6) University hereby agrees:

i. To furnish Hospital with the names of the faculty and trainees assigned by University to participate in the Program.

ii. To assign for participation in the Program only those students (a) who have satisfactorily completed those portions of its curriculum which, according to Program Agreement, are prerequisite to such participation, and (b) who have entered into a written agreement with University and Hospital that they will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of the University and Hospital.

iii. To designate a member of the University faculty to coordinate with Hospital through its Liaison the learning assignment to be assumed by each student participating in the Program, and to furnish to Hospital in writing the name of such faculty member.

F. 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.

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

H. No oral representations of any officer, agent, or employee of Hospital or The University of Texas 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.

I. 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.

J. This Agreement shall not become effective unless and until approved by the Board of Regents of The University of Texas System and Public Health Service Headquarters. 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 year after the date and year of execution by Hospital and University, and after such initial term, from year to year unless one party shall have given 180 day's prior written notice to the other party of intention to terminate this Agreement. If such

notice is given, this Agreement shall terminate: (1) at the end of the term of this Agreement during which the last day of such 180 day notice period falls; or, (2) when all students enrolled in the Program at the end of the term of this Agreement have completed their respective courses of study under the Program; whichever event last occurs

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

UNIVERSITY:

By William C. Levin
William C. Levin, MD, President, UTMB

FORM APPROVED - SYSTEM:

By M. Lynn Taylor for
General Counsel of the System

CONTENT APPROVED - SYSTEM:

By E. D. Walker
E. D. Walker, President of the System

By Edward N. Brandt, Jr.
E. N. Brandt, Jr., MD, PhD
Vice President for Health Affairs (System)

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

ATTEST - HOSPITAL

By Carolina Garcia

CONTENT APPROVED - HOSPITAL:

By Thomas L. Shinnick, MD
Thomas L. Shinnick, MD
Director, PHS Hospital, Nassau Bay, Texas

By Edward J. Hinman, MD
Edward J. Hinman, MD
Director, Division of Hospitals and
Clinics, Bureau of Medical Services

By James H. Erickson, MD
James H. Erickson, MD
Director, Bureau of Medical Services

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the _____ day of _____, 197__.

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

10. Houston Health Science Center: Proposed Affiliation Agreements with (a) Institute of Clinical Toxicology, Houston, Texas; (b) Rosewood General Hospital, Houston, Texas; (c) Bayou Glen Nursing Home, Houston, Texas; (d) Golden Age Manor Bellfort, Houston, Texas; (e) Larry Byrd, D.D.S., Houston, Texas; (f) Memorial Hospital System, Houston, Texas; (g) Visiting Nurse Association of Houston, Inc., Houston, Texas; (h) Planned Parenthood Center, Houston, Texas; (i) Villa Northwest Convalescent Center, Houston, Texas; (j) St. Anthony Center, Houston, Texas; (k) Houston International Hospital, Houston, Texas; (l) Sharpstown General Hospital, Houston, Texas; and (m) Houston Northwest Medical Center, Houston, Texas.--

RECOMMENDATION

It is recommended by Acting President Blocker and System Administration that approval be given to affiliation agreements by and between The University of Texas Health Science Center at Houston 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. Institute of Clinical Toxicology Houston, Texas	June 7, 1978
b. Rosewood General Hospital Houston, Texas	July 18, 1978
c. Bayou Glen Nursing Home Houston, Texas	August 16, 1978
d. Golden Age Manor Bellfort Houston, Texas	August 24, 1978
e. Larry Byrd, D.D.S. Houston, Texas	August 21, 1978
f. Memorial Hospital System Houston, Texas	September 11, 1978
g. Visiting Nurse Association of Houston, Inc., Houston, Texas	September 11, 1978
h. Planned Parenthood Center Houston, Texas	September 14, 1978
i. Villa Northwest Convalescent Center, Houston, Texas	September 14, 1978
j. St. Anthony Center Houston, Texas	September 8, 1978
k. Houston International Hospital Houston, Texas	September 18, 1978
l. Sharpstown General Hospital Houston, Texas	September 6, 1978
m. Houston Northwest Medical Center Hospital, Houston, Texas	September 11, 1978

*Private Practice
Dental
Studio
5-1-78*

11. Houston Health Science Center: Proposed Establishment of the Bates College of Law-Houston Health Science Center Institute for the Interprofessional Study of Health Law.--

RECOMMENDATION

Acting President Blocker

Acting President Blocker recommends approval of the following agreement (Pages HAC 35 - 39) by and between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas Health Science Center at Houston, and the Board of Regents of the University of Houston System, for and on behalf of the University of Houston, Bates College of Law, to be effective upon approval by the Board of Regents.

System Administration

System Administration concurs with Acting President Blocker's recommendation.

BACKGROUND INFORMATION

This agreement provides for the establishment of the Bates College of Law-University of Texas Health Science Center Institute for the Interprofessional Study of Health Law. This Institute will be engaged in teaching, research and service relating to health laws and policy and will work to foster understanding among lawyers, physicians and laymen in areas of mutual interest. The administration of the Institute will be by an executive committee responsible to the administrations of the University of Houston and the Houston Health Science Center.

UNIVERSITY OF HOUSTON

CENTRAL CAMPUS

RESOLUTION

Bates College of Law - University of Texas Health Science Center Institute for the Interprofessional Study of Health Law

Effective August 21, 1978

KNOW ALL MEN BY THESE PRESENTS: That on the 21st day of August, 1978, the Board of Regents of the University of Houston System met at a regular meeting, and passed the following resolution:

WHEREAS, on the 5th day of December, 1977, the Board of Regents of the University of Houston System did approve an agreement between it and the Board of Regents of the University of Texas System creating the Bates College of Law - University of Texas Health Science Center Institute for the Interprofessional Study of Health Law; and,

WHEREAS, the University of Texas System has since requested certain amendments to the aforesaid agreement, which are reflected in the attached revision of the agreement;

BE IT THEREFORE RESOLVED, that the Board of Regents of the University of Houston System hereby approves the attached agreement creating the Bates College of Law - University of Texas Health Science Center for the Interprofessional Study of Health Law, and authorizes the execution of the same by the officers specified thereon.

THE STATE OF TEXAS X

COUNTY OF HARRIS X

AGREEMENT

This AGREEMENT is executed on the 21st day of August, 1978, between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas Health Science Center at Houston, hereinafter called "Center" and the Board of Regents of the University of Houston System, for and on behalf of the University of Houston Main Campus, Bates College of Law, hereinafter called "University."

WITNESSETH:

The purpose of this Agreement is to establish the "Bates College of Law - University of Texas Health Science Center Institute for the Interprofessional Study of Health Law," hereinafter called "Institute".

WHEREAS, the University and Center have the following common objectives:

- (1) to engage in teaching, research, and service relating to health law and policy, including health care delivery, insurance, malpractice, professional regulation, research involving human subjects, hospital law, environmental health and occupational health;
- (2) to foster understanding among lawyers and others in the legal system (including students) of medicine and the health care system;
- (3) to foster understanding among physicians, and others in the health care system (including students) of law and the legal system;
- (4) to foster among laymen better understanding of the health care and legal systems and their inter-relations;

- (5) to foster among legal and health care professionals an understanding of humanistic values relevant to their professions;
- (6) to develop joint or special programs, and otherwise to enhance the overall educational objectives of both the Center and the University; and
- (7) to establish an Institute of academic excellence:

NOW, THEREFORE, for and in consideration of the foregoing, and in further consideration of the mutual benefits, the parties agree as follows:

1. General Provisions

a. The programs and activities of the Institute shall be consistent with the academic plans and governing rules and regulations of the University and the Center and all applicable state and federal laws and regulations.

b. Through and in the name of the Center or the University, or both, the Institute may seek funds and other support for its programs, including real and personal property, subject to the provisions of Paragraph a. above.

c. The Institute shall be administered by an Executive Committee, hereinafter called "Committee", which shall be responsible to the administrations of the University and the Center and shall be composed of the President of the Center or his designee and two additional representatives of the Center appointed by him, and the Dean of the Bates College of Law, herein called "College", or his designee, and two additional representatives of the College appointed by the Dean. The Director, appointed as provided in Paragraph 1.e., shall be a member of the Committee and may vote on all matters except the conditions of his or her employment or its continuation. The President of the Center, or his designee, and the Dean of the College, or his designee, shall serve in alternate years as Chairman of the Committee, commencing with the President of the Center, or his designee, who shall serve initially from the date of formation

of the Institute for a period of one year from September 1, 1978.

d. The Committee shall select an Advisory Board of not less than nine (9) nor more than fifteen (15) persons who are distinguished members of the legal and medical professions to advise the Committee and the Director concerning the programs of the Institute and to aid in such other ways as the Committee deems desirable. Members shall serve in staggered terms of three or four years as set by the Committee to assure that no less than three nor more than five members of the Board shall be selected annually. Members of the Advisory Board may not serve more than two consecutive terms.

e. The Committee shall recommend to the University and the Center the appointment of a Director of the Institute who shall be its chief administrative officer and shall serve at the pleasure of the University and the Center with the advice of the Committee. Faculty status at either the University or the Center shall not be a requirement for service as Director, but the University or the Center, or both, may appoint the Director to a faculty position pursuant to the rules and regulations of the University or Center.

f. Upon recommendation of the Director, the Committee may appoint such Fellows of the Institute as may be necessary to its programs of teaching, research, and service. Faculty status at the University or Center shall not be required for appointment as a Fellow of the Institute, but the University or the Center, or both, may appoint a Fellow to a faculty position pursuant to the rules and regulations of the University or Center.

g. The Committee shall initiate annual budgets for the Institute, which shall be submitted to and approved by the President of the Center and the Dean of the College prior to submission to final approval authorities. Such budgets and expenditure of all funds by the Institute, or by Center or University on behalf of Institute, shall be subject to the

budgetary processes and authorities of the Center and the University, respectively, and their respective governing Boards.

h. The Institute shall be located in Houston, Harris County, Texas.

2. Responsibilities of the University

The University shall:

a. seek to furnish such public or private funds as it can reasonably provide to support the programs of the Institute;

b. provide the cooperation of other educational units of the University as may be appropriate and feasible;

c. provide such facilities as may be reasonably needed by the Institute and can reasonably be provided;

d. cooperate in all reasonable and proper ways in seeking funds and other resources other than its own funds or resources for the support of the Institute.

3. Responsibilities of the Center

The Center is reciprocally bound in the same manner as the University to seek to furnish funds, provide cooperation of component units, provide facilities, and cooperate in seeking funds or other resources to support the Institute.

4. Term of Agreement, Modification and Termination

This agreement is for a term of one year from the date of execution and shall continue thereafter from year to year unless terminated by either party upon six (6) months written notice to the other party. The agreement may be modified or terminated at any time by the consent of both parties.

5. Miscellaneous Provisions


a. Parties bound: This Agreement shall be binding and inure to the benefit of the parties hereto and their respective employees, administrators, and legal representatives where permitted by this Agreement.

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

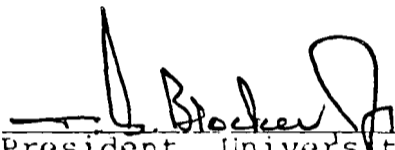
c. Prior agreements superseded: This Agreement constitutes the sole and only agreement between the Center and the University and supersedes any prior understanding or written or oral agreements between the Center and the University concerning the establishment and operation of the Institute. This Agreement does not supersede or affect any other agreement between the University and the Center.

EXECUTED at Houston, Texas, on
the day and year first above written.

ATTEST:



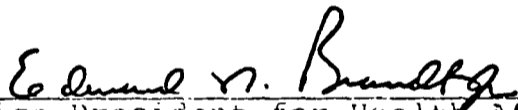
Dean, Bates College of Law
University of Houston



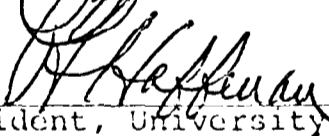
President, University of Texas
Health Science Center




Chancellor, Central Campus
University of Houston




Vice President for Health Affairs
University of Texas System



President, University of
Houston System




President & Chief Operations
Officer, University of Texas System



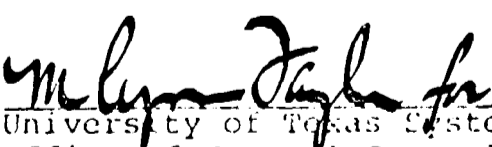
Chairman, University of Houston
Board of Regents

Chairman, University of Texas System
Board of Regents

APPROVED AS TO FORM:



University of Houston System
Attorney



University of Texas System
Office of General Counsel

12. Houston Health Science Center: Proposed Contract with the Brookside Funeral Home, Houston, Texas.--

RECOMMENDATION

Acting President Blocker

Acting President Blocker recommends that approval be given to the following contract (Pages HAC 40 - 44) between The University of Texas Health Science Center at Houston and Brookside Funeral Home, Houston, Texas, to be effective on the date approved by the Board of Regents.

System Administration

System Administration has reviewed this contract and is in agreement with its purposes and content and recommends approval.

PURPOSE

The purpose of this contract is to employ the Brookside Funeral Home for the transportation of certain anatomical materials and the performance of cremation services.

AGREEMENT

THIS AGREEMENT made the 29th day of August, _____, 1978, by and between the University of Texas Health Science Center at Houston ("University"), a component institution of The University of Texas System, and Brookside Funeral Home ("Brookside"), a corporation organized and existing under the laws of the State of Texas, having its principal office at 13401 Eastex Freeway, Houston, Texas
State of Texas.

WITNESSETH:

WHEREAS, BROOKSIDE now operates a funeral home business located at 13401 Eastex Freeway, Houston, Texas, in the City of Houston, State of Texas, through its licensed employees and associates; and

WHEREAS, the UNIVERSITY desires to employ Brookside to transport certain anatomical materials and perform cremation services;

NOW, THEREFORE, for and in consideration of the foregoing in order to accomplish the aforesaid and hereinafter stated purposes, and in mutual consideration of the obligations entered into this contract, it is hereby agreed by and between the University and Brookside as follows:

1. At the direction of the University, Brookside will take possession of any body at any location in Harris County, Texas, and deliver said body to any location within the Texas Medical Center as may be designated by the University and will secure all necessary papers as may be required by the laws of the State of Texas and any pertinent rules, regulations or other requirements of administrative agencies, said papers to be secured from the attending physician, family, Bureau of Vital Statistics, funeral home, nursing home, or hospital, or other source as necessary. For and in consideration of the performance of these services, the University agrees to pay and Brookside to receive SIXTY DOLLARS (\$60) per body.

2. At the direction of the University, Brookside will take possession of any body at any location outside of Harris County, Texas, and deliver said body to any location within the Texas Medical Center as may be designated by the University and will secure all necessary papers as may be required by the laws of the State of Texas and any pertinent rules, regulations or other requirements of administrative agencies, said papers to be secured from the attending physician, family, Bureau of Vital Statistics, funeral home, nursing home, or hospital, or other source as necessary. For and in consideration of the performance of these services, the University agrees to pay and Brookside to receive FORTY-FIVE CENTS (\$.45) per mile calculated from Brookside to the location from which the body is transported to the location within the Texas Medical Center designated by the University.

3. Brookside is authorized to advance the payment of reasonable charges on behalf of the University to any funeral home holding a body designated for the University . For the services rendered in the transport of a body and for embalming and obtaining of papers required by the laws of the State of Texas, Brookside will be reimbursed for its actual expenditures by the University upon written request and after approval of the Department of Neurobiology and Anatomy of the University of Texas Medical School and the Vice President for Business Affairs, University of Texas Health Science Center at Houston.

4. At the direction of the University Brookside will take possession of any body at any location within the Texas Medical Center and deliver said body to any other location within the Texas Medical Center as may be designated by the University. For and in consideration of the performance of these services, the University agrees to pay and Brookside agrees to receive FIFTEEN DOLLARS (\$15)

per body if the body is picked up or delivered between the hours of 8:00 a.m. and 5:00 p.m. and TWENTY-FIVE DOLLARS (\$25) per body if the body is picked up and delivered at any other hour.

5. At the direction of the University, Brookside will perform cremation services for and on behalf of the University. This service will include, but is not limited to:

- a. Securing an amended Certificate of Death;
- b. Securing a cremation permit;
- c. Transporting bodies from location within the Texas Medical Center designated by the University to the Brookside Crematorium;
- d. Cremating said bodies and scattering the cremains or forwarding the cremains as directed by the University.

Bodies designated by the University for cremation and scattering will be placed in wooden containers by the University. Wooden containers will contain no more than two bodies. For the above services, the University agrees to pay and Brookside agrees to receive ONE HUNDRED AND THIRTY-FIVE DOLLARS (\$135) per container. It is understood and agreed that when Brookside takes possession of any body or cremains for the performance of any service pursuant to this agreement, Brookside assumes full and complete responsibility for any cause of action resulting from any event or act related to said body while in Brookside's possession. Brookside agrees to indemnify and hold harmless the University, and its agents, servants, officers and employees, from all causes of action, claims or demands, costs or expenses arising out of any injury or damage or claim of such by any person or party in connection with the transportation, handling, disposition or delivery of all bodies while in the actual possession of Brookside pursuant to this agreement.

6. In addition to the services described in Paragraph 5., when a body is to be cremated and the cremains forwarded to the next of kin or other persons designated by the University, the University will place only that body in a wooden container for cremation. Within ten (10) days of the receipt of such body, Brookside will advise the designated recipient that the cremation of said body has taken place and that delivery of the cremains will be made by a specific method. Within ten

(10) days of such notification, delivery of the cremains will be made or in accordance with further written instructions of the designated recipient. In the event that the family member or other person designated by the University to receive the cremains cannot be located by Brookside within the time limitation of the agreement, Brookside will advise the University in writing, describing the efforts made by Brookside to locate the designated recipient. Brookside shall place the cremains in a permanent container and retain said cremains, properly marked, for a period not less than six months. After six months the University will instruct Brookside concerning disposition of the cremains. The University, at its election, may provide a letter or other communication to the recipient to be delivered with the cremains. Brookside shall provide to the University copies of all notifications under this paragraph. Within 30 days of the receipt of the body, Brookside will certify, in writing, to the University that delivery of the cremains has been accomplished, said certification to include the method of delivery, date of forwarding of cremains, date of receipt of cremains, and name of the party receiving said cremains. For this service, the University agrees to pay and Brookside to receive ONE HUNDRED AND THIRTY-FIVE DOLLARS (\$135) per container.

7. Brookside shall provide the services described in this Agreement in accordance with the laws of the State of Texas, the United States of America, and all applicable rules and regulations of administrative agencies, and in accordance with standards of professional conduct and ethics. Failure of Brookside to so perform shall give the University the right to terminate this Agreement immediately and without notice.

8. This Agreement shall be for a term of one year from the date of execution and shall continue thereafter from year to year unless terminated by either party by sixty (60) days written notice to the other party. The terms of this Agreement may be revised, modified, or terminated by written agreement of both parties.

Executed by the University and Brookside on the day and year first above written.

UNIVERSITY

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

FORM APPROVED:

CONTENT APPROVED:

M. Lynn Taylor
General Counsel for the System

Carl DeLoe
President of the System

DC Mankie
President, University of Texas
Health Science Center at Houston

ATTEST:

BROOKSIDE

Earl C. ...
Title *Recorder*

By *[Signature]*
Title *REC.*

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing agreement was approved by the Board of Regents of The University of Texas System on the _____ day of _____, 1978.

Secretary, Board of Regents
The University of Texas System

- 13. Houston Health Science Center: Proposed Affiliation Agreement with Medical Center Del Oro Hospital, Houston, Texas.--

RECOMMENDATION

System Administration concurs with Acting President Blocker's recommendation that approval be given to the following affiliation agreement (Pages HAC 45 - 51) between The University of Texas Health Science Center at Houston and the Medical Center Del Oro Hospital, Houston, Texas, to be effective on the date approved by the Board of Regents.

PURPOSE

This agreement will benefit the educational programs for medical students, interns, and residents of the Houston Health Science Center.

MEDICAL EDUCATION AND HEALTH CARE

AFFILIATION AGREEMENT

THIS AGREEMENT made the 4th day of Aug. , 1978, by and between The University of Texas Health Science Center at Houston ("University"), a component institution of The University of Texas System ("System"), and Medical Center Del Oro Hospital ("Facility"), a for-profit corporation organized and existing under the laws of the State of Texas having its principal office at 8081 Greenbriar, Houston, Texas,

WITNESSETH:

WHEREAS, Facility now operates hospital facilities located at 8081 Greenbriar, 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 interest 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 the premises and 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 By-Laws 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 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 active Medical Staff of Facility upon suitable application made to Facility by such faculty member and to afford any such person, or persons, so appointed full admission-of-patient privileges as limited by System policy.

(e) The patient fees attributable to the physician services of 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.

(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 participations, 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 experiences 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. The designated Faculty member must be eligible for and be appointed to the active Medical Staff of the Facility as provided in paragraph 7c.

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 representatives 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) days 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.

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: [Signature]
President

CONTENT APPROVED:

[Signature]
President of the System

[Signature]
Vice President for Health Affairs
(System)

FORM APPROVED:

[Signature]
General Counsel of System

FACILITY

By: [Signature]
James H. Jones
Administrator of
Medical Center Del Oro Hospital

ATTEST:

[Signature]
(Title) Administrative Secretary

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the ____ day of ____, 19 ____.

Secretary, Board of Regents
The University of Texas System

Chairman, Board of Regents
The University of Texas System

14. Houston Health Science Center: Proposed Affiliation Agreement with St. Anthony Center, Houston, Texas.--

RECOMMENDATION

Acting President Blocker

Acting President Blocker recommends that approval be given to the following affiliation agreement (Pages HAC 53 - 59) between The University of Texas Health Science Center at Houston and St. Anthony Center, Houston, Texas, to be effective on the date approved by the Board of Regents.

System Administration

System Administration concurs with Acting President Blocker's recommendation.

PURPOSE

This agreement will provide an opportunity for medical students, interns and residents in the St. Anthony Center located near the Texas Medical Center.

MEDICAL EDUCATION AND HEALTH CARE

AFFILIATION AGREEMENT

THIS AGREEMENT made the 11th day of Sept, 1978, 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. Anthony Center ("Facility"), a rehabilitation and skilled nursing facility which is a non-profit corporation organized and existing under the laws of the State of Texas having its principal office at Houston, Texas,

WITNESSETH:

WHEREAS, Facility now operates hospital facilities located at 6301 Almeda Road, 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 interest 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 the premises and 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 By-Laws 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

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 active Medical Staff of Facility upon suitable application made to Facility by such faculty member and to afford any such person, or persons, so appointed full admission-of-patient privileges as limited by System policy.

(e) The patient fees attributable to the physician services of 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.

(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 participations, 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 experiences 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. The designated Faculty member must be eligible for and be appointed to the active Medical Staff of the Facility as provided in paragraph 7c.

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 representatives 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) days 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.

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: T. G. Blocker, Jr.
President T. G. Blocker, Jr., M.D.

The University of Texas

Health Science Center at Houston

CONTENT APPROVED:

Edmund v. Bandter
President of the System

Edmund v. Bandter
Vice President for Health Affairs
(System)

FORM APPROVED:

M. Lynn Taylor
General Counsel of System

FACILITY

By: Sister M. Laura Murphy
Sister M. Laura Murphy
Administrator

ATTEST:

[Signature]
(Title)
Assoc. Administrator

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the _____ day of _____, 19____.

Secretary, Board of Regents
The University of Texas System

Chairman, Board of Regents
The University of Texas System

Houston Health Science Center: Proposed Affiliation Agreement
with San Jacinto Methodist Hospital, Baytown, Texas.--

RECOMMENDATION

System Administration concurs with Acting President Blocker's recommendation that approval be given to the following affiliation agreement (Pages HAC 60 - 66) between The University of Texas Health Science Center at Houston and San Jacinto Methodist Hospital, Baytown, Texas, to be effective on the date approved by the Board of Regents.

PURPOSE

This agreement will provide educational opportunities for the medical students, interns and residents of the Houston Health Science Center.

MEDICAL EDUCATION AND HEALTH CARE

AFFILIATION AGREEMENT

THIS AGREEMENT made the 7th day of Aug., 1978, by and between The University of Texas Health Science Center at Houston ("University"), a component institution of The University of Texas System ("System"), and San Jacinto Methodist Hospital ("Facility"), a non-profit corporation organized and existing under the laws of the State of Texas having its principal office at 1101 Decker Drive, Baytown, Texas,

WITNESSETH:

WHEREAS, Facility now operates hospital facilities located at 1101 Decker Drive, in the City of Baytown, 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 interest 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 the premises and 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 By-Laws 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 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 active Medical Staff of Facility upon suitable application made to Facility by such faculty member and to afford any such person, or persons, so appointed full admission-of-patient privileges as limited by System policy.

(e) The patient fees attributable to the physician services of 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.

(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 participations, 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 experiences 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. The designated Faculty member must be eligible for and be appointed to the active Medical Staff of the Facility as provided in paragraph 7c.

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 representatives 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) days 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.

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: [Signature]
President

CONTENT APPROVED:

[Signature]
President of the System

[Signature]
Vice President for ~~Human~~ Affairs
(System)

FORM APPROVED:

[Signature]
General Counsel of System

FACILITY

By: [Signature]
George M. Fleming, Ed.D.
Executive Director and President of
The Board of Trustees

ATTEST:

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

(Title)

My commission expires on December 1, 1979

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement was approved by the Board of Regents of The University of Texas System on the ___ day of ___, 19___.

Secretary, Board of Regents
The University of Texas System

Chairman, Board of Regents
The University of Texas System

✓ 16. Houston Health Science Center: Proposed Memorandum of Agreement with the Veterans Administration Hospital, Houston, Texas.--

RECOMMENDATION

Acting President Blocker

Acting President Blocker recommends that approval be given to the following memorandum of agreement (Pages HAC 67 - 71) between The University of Texas Health Science Center at Houston and the Veterans Administration Hospital, Houston, Texas, to be effective on the date approved by the Board of Regents.

System Administration

System Administration has reviewed this agreement and recognizes the importance of the facilities of the Veterans Administration Hospital to the educational program in the Dental Branch and recommends approval.

BACKGROUND INFORMATION

A previous agreement with the Veterans Administration Hospital was approved by the Board of Regents on December 10, 1976; however, the Veterans Administration Hospital subsequently requested changes to that agreement. This agreement will provide opportunities for education and training of students and residents at the Houston Dental Branch.

MEMORANDUM OF AGREEMENT (AFFILIATION)

B E T W E E N

THE VETERANS ADMINISTRATION HOSPITAL, HOUSTON, TEXAS, AND
BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

This Agreement, when approved by the United States Veterans Administration and the Board of Regents of The University of Texas System, shall authorize the Veterans Administration Hospital to affiliate with the Board of Regents of The University of Texas System, for and on be-

half of The University of Texas Health Science Center and its Dental Branch at Houston, for the purpose of education and training. The Dental Branch accepts advisory responsibility for the education and training programs conducted with the Veterans Administration Hospital. The Veterans Administration retains full responsibility for the care of patients, including all administrative and professional functions pertaining thereto.

Responsibilities shall be divided as follows:

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

✓ a. Will nominate to the Chief Medical Director a member of their faculty to represent the Dental Branch on the hospital Dean's Committee.

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

c. Will supervise, through the Veterans Administration Hospital Director and the Staff of consulting and attending specialists, the education and training programs of the Veterans Administration Hospital and such programs as are operating jointly by the Veterans Administration and the Dental Branch.

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

2. The Veterans Administration:

a. Will operate and administer the Veterans Administration Hospital.

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

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

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

3. The Director, Veterans Administration Hospital:

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

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

4. Chiefs of Service:

a. Will be responsible to their superiors in the Veterans Administration for the conduct of their service.

b. Will, in cooperation with consulting and attending staff, supervise the education and training programs within their respective services.

5. The Attending Staff:

a. Will be responsible to the Chief, Dental Service.

b. Will accept responsibility for the proper care and treatment of patients in their charge upon delegation by the Hospital Director or his designee.

c. Will provide adequate training to house staff assigned to their service.

d. Will hold faculty appointment in The University of Texas Dental Branch or will be outstanding members of the profession with equivalent professional qualifications acceptable to the Veterans Administration.

6. Consultants:

a. Will be members of the faculty, of professorial rank, in The University of Texas Dental Branch, or equivalent professional qualifications acceptable to the Veterans Administration, and subject to VA regulations concerning consultants.

b. Will, as representatives of The University of Texas Dental Branch, participate in and take responsibility for the education and training programs of the Veterans Administration Hospital, subject to VA policy and regulations.

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

TERMS OF AGREEMENT:

1. The University of Texas Dental Branch will not discriminate against any employee or applicant for employment or registration in its course of study because of race,

color, sex, creed, or national origin.

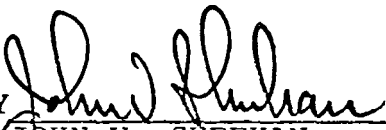
2. Nothing in this Agreement is intended to be contrary to State or Federal laws, and in the event of conflict, the State and Federal laws will supersede this Agreement.

3. Civil actions arising from alleged negligence or wrongful conduct of house staff while engaged in patient care or related activities at the Veterans Administration Hospital, Houston, Texas, will be considered and acted upon in accordance with the provisions of 38 U.S.C. 4116.

4. This Agreement may be terminated at any time upon the mutual consent of both parties or upon six (6) months advance written notice given by either party. An annual review of policies and procedures will be made.

EXECUTED this 15th day of June, 1978.

VETERANS ADMINISTRATION HOSPITAL

BY 
JOHN V. SHEEHAN
Hospital Director
Veterans Administration Hospital
Houston, Texas

BY _____
JOHN D. CHASE, M.D.
Chief Medical Director
Department of Medicine and Surgery
Veterans Administration

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

BY _____
Betty Anne Thedford, Secretary
Board of Regents of
The University of Texas
System

BY _____
ALLAN SHIVERS, Chairman
Board of Regents of
The University of Texas System

Approved as to Form:

Approved as to Content:


University Attorney


President, The University of Texas System

✓ 17. University Cancer Center: Proposed Amendment to Extend Sponsored Research Agreement with the John S. Dunn Research Foundation, Houston, Texas.--

RECOMMENDATION

President LeMaistre recommends and System Administration concurs that the existing sponsored research agreement (approved December 16, 1977) between The University of Texas M. D. Anderson Hospital and Tumor Institute and the John S. Dunn Research Foundation, Houston, Texas, be extended indefinitely with termination provided upon six months' written notice by either party.

In concurring with the recommendation of President LeMaistre, System Administration points out that this agreement has potential for meaningful collaborative research activities.

SPONSORED RESEARCH AGREEMENT EXTENSION

THIS AGREEMENT executed on the _____ day of _____, 1978, by and between The University of Texas M.D. Anderson Hospital and Tumor Institute (a component institution of The University of Texas System), hereinafter called "Hospital", and John S. Dunn Research Foundation, hereinafter called "Foundation", WITNESSETH:

WHEREAS, Hospital and Foundation entered into a Sponsored Research Agreement dated December 21, 1977, which Agreement expires on December 21, 1978, and

WHEREAS, Hospital and Foundation desire to extend that Sponsored Research Agreement so as to allow continued research under a program agreement executed pursuant thereto;

NOW, THEREFORE, Foundation and Hospital hereby agree as follows:

1. Paragraph 6. of the Sponsored Research Agreement previously entered into, a copy of which is attached and made a part of this Agreement, is amended to read:

This Agreement shall continue in effect until and unless terminated by either party upon giving the other party six months' written notice of intention to terminate. Amendment of this Agreement shall be in writing only, signed and approved by both parties.

2. All other provisions of the Sponsored Research Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and year first written above, subject to approval of the Board of Regents of The University of Texas System.

CONTENT APPROVED

JOHN S. DUNN RESEARCH FOUNDATION

Edward M. Brandt Jr.
Vice President for Health Affairs

BY: John S. Dunn

Ed Witte
President of the System

FORM APPROVED

M. Lynn Taylor
Attorney for the System

UNIVERSITY OF TEXAS SYSTEM CANCER CENTER

BY: Charles A. Maistre
President

Approved by the Board of Regents of The University of Texas System on the _____ day of _____, 1978.

ATTEST

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

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

18. University Cancer Center: Proposed Interagency Agreement with the Texas Department of Health, Austin, Texas.--

RECOMMENDATION

President LeMaistre

President LeMaistre recommends that approval be given to the following interagency agreement (Pages HAC 75 - 79) between The University of Texas System Cancer Center and the Texas Department of Health, Austin, Texas, to be effective on the date approved by the Board of Regents.

System Administration

System Administration concurs that the interagency agreement will be of value in the improvement of the flow of information concerning cancer and in cancer prevention and control within the state and recommends approval.

BACKGROUND INFORMATION

The purpose of this agreement is to establish an interagency center for cancer prevention and control for the purposes of fostering improved cancer and control, improved coordination of cancer programs, expanded prevention and control efforts, conduction of statewide cancer studies, and the preparation of periodic reports to the Governor and the Legislature. This proposal was approved in principle at the August 4, 1978 meeting of the Board of Regents.

INTERAGENCY AGREEMENT

THIS AGREEMENT is made ____ day of _____, 197__, by and between The University of Texas System Cancer Center ("Cancer Center"), a component institution of The University of Texas System, ("System"), and the Texas Department of Health, a State agency having its principle office in Austin, State of Texas.

WHEREAS, the Texas Department of Health was established by Legislature "to better protect and promote the health of the people of Texas" (Art. 4414a V.T.C.S.) and is comprised of the Texas Board of Health and Commissioner of Health who "shall have general supervision and control of all matters pertaining to the health of citizens of this State" (Art. 4419, V.T.C.S.) as provided by the Act, and

WHEREAS, The System Cancer Center was established in 1941 (H.B. 268, 47th Legislature) as the "Texas State Cancer Hospital and The Division of Cancer Research" under the University of Texas to be "devoted to the diagnosis, teaching, study, prevention, and treatment of neoplastic and allied diseases; as an Atomic Energy Laboratory and Radiologic Institute in 1950 (S.B. No. 6, 51st Legislature) and in 1971 (H.C.R. 112, 62nd Legislature) "reaffirmed as the official state resource for the education, research and treatment of Cancer and Allied diseases for the citizens and physicians and medical and dental schools of Texas and available as a national resource", and

WHEREAS, cancer is a major health problem in Texas affecting approximately 1 in every 4 Texas residents and representing the second leading cause of death in the State, and

WHEREAS, cancer prevention and control efforts to reduce human suffering and economic loss in Texas can be optimized through cooperation and planning among agencies within the State.

NOW, THEREFORE, in consideration of the premises and of the benefits to be derived, The System Cancer Center and the Texas Department of Health jointly agree to establish an Interagency Center for Cancer Prevention and Control for the purposes of fostering improved cancer control; improving coordination in cancer programs; expanding prevention and control efforts; conducting statewide cancer studies; identifying unmet cancer needs; preparing periodic reports to

the Governor and Legislature and providing information and assistance to state, regional and Community planning groups. It is agreed that:

1. This Agreement will become effective upon approval and execution by the Texas Board of Health and the Board of Regents of The University of Texas System.

2. The Chief Administrative Officer from each agency will appoint an individual who will be responsible for interagency programs and general coordination of cooperative cancer prevention and control efforts.

3. Projects and Programs selected as cooperative interagency ventures will be defined in writing and approved in writing by the Chief Administrative Officer of each agency. Project definition will include scope, timetable and assignment for each agency. Staff and budgetary support for cooperative projects will be provided by each agency according to the mutually agreed upon assignments.

4. The Chief Administrative Officers of each agency will meet at least semi-annually to review progress and results of ongoing cooperative programs and discuss new joint cancer prevention and control projects.

5. Each agency will carry out their established functions. Broad areas of functional primary responsibility are as follows:

<u>FUNCTIONAL AREA</u>	<u>TDH</u>	<u>UTSCC</u>
Prevention and Education	Public education	Professional education
Screening	Public Health Clinic	Private physician sector
Research	Public Health Education Methods	Cancer Causes, Detection, Epidemiology and Treatment
Cancer Mortality and Morbidity Data	Data collection	Data analysis
Cancer Care Resources Development	Facilities	Personnel

6. Toward the establishment of the Interagency Center for Cancer Prevention and Control:

The Texas Department of Health agrees to:

a) Provide data processing tapes from the Bureau of Vital Statistics on Mortality in Texas.

b) Provide computer tapes on data collected from the Cancer Information Service (Tumor Registry) for epidemiological analysis by UTSCC.

c) Conduct surveys and collect data for special epidemiologic studies as mutually agreed upon which are directed toward analysis of high cancer risk populations, possible environmental causes and other epidemiology clues to cause and prevention.

d) Employ and test in cooperation with UTSCC new cancer screening and early detection methods in public health clinics and programs.

e) Conduct periodic surveys, as mutually agreed upon, of cancer care resources (prevention, detection, diagnosis, treatment, rehabilitation) in Texas.

f) Conduct ongoing and special education programs on cancer prevention and early detection methods.

g) Provide, in cooperation with UTSCC, health care planning assistance, consultation and data to state, regional and local planning groups.

7. The UTSCC agrees to:

a) Provide the TDH with the Tumor Registry data for patients admitted and treated at UTSCC, M. D. Anderson Hospital and Tumor Institute.

b) Conduct statistical analysis of cancer data provided from the TDH Cancer Information Service and prepare appropriate reports.

c) Conduct, as mutually agreed upon, special epidemiologic studies of populations with high cancer mortality/incidence rates possible environmental causes and other epidemiologic clues to the cause and preventions of the disease.

d) Research, evaluate, demonstrate and recommend new and more effective cancer prevention, screening and early detection, diagnosis and treatment methods. Supply such services for persons with cancer pursuant to the rules and regulations of the University of Texas Board of Regents and other such policies of UTSCC.

e) Analyze data on Cancer care resources in Texas and prepare appropriate reports.

f) Conduct ongoing special programs directed to professional and allied health personnel cancer education designed to hasten the transfer of new and improved cancer control and prevention technology in the community.

g) Provide, in cooperation with TDH, health care planning assistance, consultation and data to state, regional and local planning groups. Decide with TDH the allocation of specific needs and functions as they may develop in this program.

8. This Agreement may be cancelled by either party by giving at least sixty (60) days written notice to the other of its intention to terminate the Agreement.

9. All notices under this agreement shall be provided by personal delivery or by the United States Mail. All notices under this Agreement shall be deemed to be given to a party when received by a designated representative of the party.

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

11. No oral representations of any officer, agent, or employee of TDH or UTSCC either before or after the effective date of this Agreement, shall affect or modify any obligations of either party hereunder.

12. 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 by either party shall not constitute default hereunder, or give rise to any claim or damages. Nothing herein shall prevent either party from carrying out their duly assigned statutory duties.

13. This Agreement shall not become effective unless and until approved by both the Texas Board of Health and 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 until terminated by one or the other party.

14. Executed by the TDH and UTSCC on the date and year first written above. in duplicate copies. each of which shall be deemed an original.

UTSCC
BY Charles A. Maistre, M.D.

President, The University of Texas
System Cancer Center

Robert C. Hickey, MD

Director, The University of Texas,
M.D. Anderson Hospital and Tumor In-
stitute

TDH
BY John Neff, M.D.

Commissioner, Texas Department
of Health

CONTENT APPROVED:

Charles A. Maistre

President, The University of Texas
System

Robert C. Hickey, MD

FORM APPROVED:

General Counsel of the University
of Texas System

Chairman, Board of Regents

Chairman, Board of Health

CERTIFICATE OF APPROVAL

I hereby certify that the foregoing Agreement between The University of Texas System Cancer Center and the Texas Department of Health, Austin, Texas, was approved by the Board of Regents of The University of Texas System on the _____ day of _____, 197__.

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

HEALTH AFFAIRS COMMITTEE

EMERGENCY ITEM

October 19-20, 1978

Page
HAC

19. University Cancer Center: Proposed Affiliation Agreement with the Rio Grande Radiation Treatment and Cancer Research Foundation, McAllen, Texas

Below

Documentation

19. University Cancer Center: Proposed Affiliation Agreement with the Rio Grande Radiation Treatment and Cancer Research Foundation, McAllen, Texas. --System Administration concurs with President LeMaistre's recommendation that approval be given to the following affiliation agreement between The University of Texas System Cancer Center and the Rio Grande Radiation Treatment and Cancer Research Foundation, McAllen, Texas, to be effective on the date approved by the Board of Regents.

This agreement will replace the agreement approved by the Board of Regents on July 9, 1976 and modifies and clarifies the medical staff provisions and will permit the University Cancer Center to fulfill better the purpose of the agreement.

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 pa-

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

gotiations 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 _____ day of _____,

19__.

ATTEST:

RIO GRANDE RADIATION TREATMENT
AND CANCER RESEARCH FOUNDATION,
INC.

Secretary

By _____

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By _____

Approved as to Content:

Approved as to Form:

Deputy Chancellor

University Attorney

Land & Investment Committee

LAND AND INVESTMENT COMMITTEE
Committee Chairman Clark

Date: October 20, 1978
Time: Following the Meeting of the Health Affairs Committee
Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

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I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund for June, July and August 1978 and Report on Oil and Gas Development --
 The Executive Director for Investments, Trusts and Lands reports the following with respect to the Permanent University Fund for the months ending June 30, July 31 and August 31, 1978, and Oil and Gas Development as of August 31, 1978:

<u>Permanent University Fund</u>	<u>June 1978</u>	<u>July 1978</u>	<u>August 1978</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year</u>
Royalty					
Oil	\$ 3,420,916.02	\$ 3,907,485.54	\$ 3,440,947.23	\$ 40,032,058.92	\$ 38,280,207.77
Gas	2,693,154.01	2,861,887.85	2,668,121.08	36,236,948.87	36,974,443.62
Water	19,266.01	27,331.81	33,449.37	234,101.16	185,337.48
Salt Brine	2,726.98	2,534.39	2,086.54	38,736.41	34,603.84
Sulphur	40,836.30	54,952.71	47,548.77	576,146.22	1,343,161.31
Rental					
Oil and Gas Leases	42,892.01	32,789.45	157,461.90	1,402,667.49	1,115,730.39
Other	6,717.00	2,180.00	300.00	21,394.93	32,013.39
Miscellaneous	52,357.38	-0-	14,832.95	801,147.95	616,763.45
	<u>\$ 6,278,865.71</u>	<u>\$ 6,889,161.75</u>	<u>\$ 6,364,747.84</u>	<u>\$ 79,343,201.95</u>	<u>\$ 78,582,261.25</u>
Bonuses, Oil and Gas Lease Sales	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>17,869,500.00</u>	<u>13,324,000.00</u>
Total, Permanent University Fund	<u>\$ 6,278,865.71</u>	<u>\$ 6,889,161.75</u>	<u>\$ 6,364,747.84</u>	<u>\$ 97,212,701.95</u>	<u>\$ 91,906,261.25</u>

Oil and Gas Development - August 31, 1978

Acreage Under Lease - 1,015,542

Number of Producing Acres - 376,372

Number of Producing Leases - 1,646

2. Permanent University Fund - Recommendation for Approved Stock List.--
Executive Director Lobb recommends the following companies for the
Approved Stock List. This replaces the stock list approved on
November 11, 1977.

AEROSPACE

Boeing Company (The)
McDonnell Douglas Corp-
oration
Rockwell International
Corporation

AIR TRANSPORT

Delta Air Lines,
Incorporated
Emery Air Freight
Corporation

APPAREL - TEXTILE

Burlington Industries,
Incorporated

AUTOMOTIVE

Bendix Corporation (The)
Borg-Warner Corporation
Champion Spark Plug
Company
Dana Corporation
Eaton Corporation
Ford Motor Company
General Motors
Corporation
Genuine Parts Company
Timken Company (The)

BANK & FINANCE

American Express Company
BankAmerica Corporation
Bankers Trust New York
Corporation
Beneficial Corporation
C.I.T. Financial
Corporation
Chase Manhattan
Corporation
Chemical New York
Corporation
Citicorp
Continental Illinois
Corporation
Crocker National
Corporation
Federal National
Mortgage Association
First Bank System,
Incorporated
First Chicago Corporation
First National Boston
Corporation
First Pennsylvania
Corporation
Florida National Banks
of Florida, Inc.
Heller (Walter E.) Inter-
national Corporation
Household Finance Corporation

Bank & Finance - Continued

Manufacturers Hanover Corporation
Mellon National Corporation
J.P. Morgan & Co., Incorporated
NCNB Corporation
Northwest Bancorporation
Seafirst Corporation
Security Pacific Corporation
Southeast Banking Corporation
Valley National Bank of Arizona
Wachovia Corporation (The)
Wells Fargo & Company
Western Bancorporation

BUILDING MATERIAL

Armstrong Cork Company
Boise Cascade Corporation
Carrier Corporation
Champion International Corporation
Georgia-Pacific Corporation
Ideal Basic Industries, Inc.
Jim Walter Corporation
Johns-Manville Corporation
Lone Star Industries, Inc.
Masco Corporation
Masonite Corporation
Owens-Corning Fiberglas Corporation
Potlatch Corporation
Trane Company (The)
United States Gypsum Company
Weyerhaeuser Company

CHEMICAL

Air Products & Chemicals,
Incorporated
Allied Chemical Corporation
American Cyanamid Company
Big Three Industries, Incorporated
Celanese Corporation
Diamond Shamrock Corporation
Dow Chemical Company (The)
Du Pont (E.I.) de Nemours and
Company
Grace (W.R.) & Company
Hercules Incorporated
Monsanto Company
PPG Industries, Incorporated
Rohm and Haas Company
Stauffer Chemical Company
Union Carbide Corporation

COSMETICS

Avon Products, Inc.
Chesebrough-Pond's Inc.
Gillette Company (The)
International Flavors & Fragrances,
Inc.
Revlon, Inc.

Recommended Approved Stock List - Continued

DRUG & MEDICAL SUPPLIES

Abbott Laboratories
American Home Products Corporation
American Hospital Supply Corporation
Baxter Travenol Laboratories, Inc.
Becton, Dickinson and Company
Bristol-Myers Company
Hospital Corporation of America
Johnson & Johnson
Lilly (Eli) and Company
Merck & Co., Inc.
Pfizer Inc.
Richardson-Merrell Incorporated
Robins (A.H.) Company, Incorporated
Rorer Group Inc.
Schering-Plough Corporation
Searle (G.D.) & Co.
SmithKline Corporation
Squibb Corporation
Sterling Drug Inc.
Upjohn Company (The)
Warner-Lambert Company

EDUCATION & ENTERTAINMENT

American Broadcasting Companies, Inc.
AMF Incorporated
CBS Inc.
Disney (Walt) Productions
Donnelley (R.R.) and Sons Company
Dun & Bradstreet Companies, Inc.
Gannett Co., Inc.
Harcourt Brace Jovanovich, Inc.
McGraw-Hill, Incorporated
Prentice-Hall, Inc.
Time Incorporated
Times Mirror Company (The)

ELECTRIC EQUIPMENT

Emerson Electric Co.
General Electric Company
Reliance Electric Company
Square D Company
Sunbeam Corporation
Thomas & Betts Corporation
Westinghouse Electric Corporation
Whirlpool Corporation

ELECTRONIC INSTRUMENTS

AMP Incorporated
Foxboro Company (The)
General Signal Corporation

Electronic Instruments - Continued

Hewlett-Packard Company
Honeywell, Inc.
International Telephone & Telegraph Corp.
Motorola, Inc.
Perkin-Elmer Corporation (The)
RCA Corporation
Texas Instruments Incorporated
Tektronix, Inc.
Zenith Radio Corporation

FOOD, BEVERAGE & SOAP

Anderson, Clayton & Company, Incorporated
Archer-Daniels-Midland Company
Beatrice Foods Co.
Borden, Incorporated
CPC International, Inc.
Campbell Soup Company
Central Soya Company, Inc.
Coca-Cola Company (The)
Colgate-Palmolive Company
Consolidated Foods Corporation
Dr Pepper Company
Esmark, Inc.
General Foods Corporation
General Mills, Incorporated
Heinz (H.J.) Company
Heublein, Inc.
Kellogg Company
Kraft, Inc.
Nabisco, Inc.
Norton Simon, Incorporated
PepsiCo, Inc.
Philip Morris Incorporated
Pillsbury Company (The)
Procter & Gamble Company (The)
Ralston Purina Company
Reynolds (R.J.) Industries, Inc.
Schlitz (Jos.) Brewing Company
Standard Brands Incorporated

INSURANCE

Aetna Life & Casualty Company
American General Insurance Company
American National Insurance Company
Capital Holding Corporation
Chubb Corporation (The)
Colonial Penn Group, Inc.
Combined Insurance Company of America
Connecticut General Insurance Corporation
Continental Corporation (The)
Crum and Forster
Farmers Group, Inc.
INA Corporation
Jefferson-Pilot Corporation
Lincoln National Corporation
Marsh & McLennan Companies, Inc.
Safeco Corporation
St. Paul Companies, Inc.

Recommended Approved Stock List - Continued

Insurance - Continued

Southwestern Life Corporation
Travelers Corporation (The)
United States Fidelity &
Guaranty Company
USLIFE Corporation

MACHINERY

Black & Decker Manufacturing
Company (The)
Briggs & Stratton Corporation
Bucyrus-Erie Company
Caterpillar Tractor Co.
Clark Equipment Company
Cooper Industries, Inc.
Deere & Company
Gardner-Denver Company
Ingersoll-Rand Company
Joy Manufacturing Company
Pullman Incorporated

METALS & MINING

Aluminum Company of America
AMAX Inc.
Armco Inc.
ASARCO Incorporated
Kennecott Copper Corporation
Newmont Mining Corporation
Phelps Dodge Corporation
St. Joe Minerals Corporation
United States Steel
Corporation

MISCELLANEOUS

ARA Services, Inc.
Corning Glass Works
Minnesota Mining and Manu-
facturing Company
Southern Natural Resources,
Inc.
Tenneco Inc.

OFFICE EQUIPMENT

Burroughs Corporation
International Business
Machines Corporation
NCR Corporation
Sperry Rand Corporation
Xerox Corporation

OIL

Atlantic Richfield Company
Baker International
Corporation
Continental Oil Company
(Del.)
Dresser Industries, Inc.
Exxon Corporation
Getty Oil Company

Oil - Continued

Gulf Oil Corporation
Halliburton Company
Hughes Tool Company
Kerr-McGee Corporation
Louisiana Land and Explora-
tion Company (The)
Marathon Oil Company
McDermott (J. Ray) & Co.,
Inc.
Mesa Petroleum Company
Mobil Corporation
Phillips Petroleum Company
Santa Fe International
Corporation
Shell Oil Company
Smith International,
Incorporated
Standard Oil Company of
California
Standard Oil Company (Indiana)
Standard Oil Company (The)
(Ohio)
Texaco Inc.
Union Oil Company of
California

PAPER & CONTAINERS

American Can Company
Continental Group, Inc. (The)
Crown Zellerbach Corporation
Great Northern Nekoosa
Corporation
International Paper Company
Kimberly-Clark Corporation
Mead Corporation (The)
Owens-Illinois, Inc.
St. Regis Paper Company
Scott Paper Company
Union Camp Corporation
Westvaco Corporation

PHOTOGRAPHIC

Eastman Kodak Company
Polaroid Corporation

PUBLIC UTILITIES

Allegheny Power System,
Incorporated
American Natural Resources
Company
American Telephone & Telegraph
Company
Arizona Public Service Company
Baltimore Gas & Electric Company
Carolina Power and Light Company
Central Louisiana Electric
Company, Inc.
Central & South West Corporation
Central Telephone & Utilities
Corporation

Recommended Approved Stock List - Continued

Public Utilities - Continued

Commonwealth Edison Company
Continental Telephone Corporation
Duke Power Company
ENSERCH Corporation
Florida Power Corporation
Florida Power & Light Company
General Telephone & Electronics Corporation
Gulf States Utilities Company
Houston Industries Incorporated
Houston Natural Gas Corporation
Idaho Power Company
Middle South Utilities, Inc.
Montana Power Company (The)
Northern Indiana Public Service Company
Northern States Power Company (Minn.)
Oklahoma Gas & Electric Company
Pacific Power & Light Company
Panhandle Eastern Pipe Line Company
Public Service Company of Colorado
Public Service Company of Indiana, Inc.
Rochester Telephone Corporation
Southern California Edison Company
Southern Company (The)
Southwestern Public Service Company
Tampa Electric Company
Texas Eastern Corporation
Texas Utilities Company
Tucson Gas & Electric Company
United Telecommunications, Inc.
Wisconsin Electric Power Company

Retail Trade - Continued

May Department Stores Company (The)
Melville Corporation
Penney (J.C.) Company, Incorporated
Safeway Stores, Incorporated
Sears, Roebuck & Company
Southland Corporation (The)
Winn-Dixie Stores, Incorporated
Zale Corporation

RUBBER

Firestone Tire & Rubber Company (The)
Goodyear Tire & Rubber Company (The)

RAIL - MISCELLANEOUS TRANSPORTATION

ACF Industries, Incorporated
Burlington Northern Incorporated
Consolidated Freightways, Inc.
GATX Corporation
Santa Fe Industries, Inc.
Union Pacific Corporation

RETAIL TRADE

Associated Dry Goods Corporation
Carter Hawley Hale Stores, Inc.
Dayton Hudson Corporation
Eckerd (Jack) Corporation
Federated Department Stores, Inc.
Gordon Jewelry Corporation
K mart Corporation
Lucky Stores, Inc.
Marshall Field & Company

B. LAND MATTERS

Easements and Surface Leases Nos. 4667-4715, Material Source Permits Nos. 559-563 and Water Contract No. 167.--It is recommended by the Executive Director for Investments, Trusts and Lands that the following applications for easements and surface leases, material source permits and water contract be approved. All have been approved as to content by the appropriate officials. Payment for each has been received in advance unless otherwise indicated, and each document is on the University's standard form and is at the standard rate adopted February 1, 1977:

1. Easements and Surface Leases Nos. 4667-4715

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4667	Tenneco Oil Company (renewal of 2688)	Surface Lease (salt water disposal)	Andrews	11	1 acre	9/1/78- 8/31/79*	\$ 500.00 (annual)
4668	Marajo, Inc. (renewal of 2689)	Surface Lease (salt water disposal)	Andrews	3	1 acre	8/27/78- 8/26/79*	500.00 (annual)
4669	Reading & Bates Petroleum Co. (renewal of 2760)	Surface Lease (salt water disposal)	Upton	58	1 acre	10/1/78- 9/30/79*	500.00 (annual)
4670	Chevron Pipe Line Company (renewal of 54)	Surface Lease (pump station)	Hudspeth	K	10.84 acres	7/1/78- 6/30/88	3,794.00 (full)
4671	Gordon Bankston	Surface Lease (road sign site)	Ward	16	less than 1 acre	8/1/78- 7/31/79**	150.00 (annual)
4672	Algie A. Felder	Surface Lease (tower site and office)	El Paso	L	1 acre approximately	8/1/78- 7/31/79**	1,200.00 (annual)

*Renewable from year to year, but not to exceed five years.

**Renewable from year to year, but not to exceed ten years.

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4673	Maralo, Inc. (renewal of 2694)	Pipe Line	Andrews	3	81.08 rds. 4 inch	9/1/78- 8/31/88	\$ 202.70
4674	Lone Star Gas Company, Inc.	Pipe Line	Ward	17	939.52 rds. 6 inch	4/1/78- 3/31/88	2,818.56
4675	Phillips Petroleum Company	Pipe Line	Crockett	5, 6, 13	1,879.21 rds. 6-5/8 inch 1,319.28 rds. 4-1/2 inch	7/1/78- 6/30/88	9,595.47
4676	Phillips Petroleum Company (renewal of 2660)	Pipe Line	Andrews, Crane	10, 30	232.2 rds. 4-1/2 inch	9/1/78- 8/31/88	580.50
4677	Phillips Petroleum Company (renewal of 2813)	Pipe Line	Andrews	3, 4	145.4 rds. 4-1/2 inch	11/1/78- 10/31/88	363.50
4678	Phillips Petroleum Company (renewal of 2778)	Pipe Line	Winkler	20, 21	671.60 rds. 4-1/2 inch	9/1/78- 8/31/88	1,679.00
4679	Northern Gas Products Company	Pipe Line	Martin, Andrews	7	2,289.88 rds. various size	8/1/78- 7/31/88	6,869.64
4680	Northern Natural Gas Company	Pipe Line	Reagan	9, 10	1,015.39 rds. 4-1/2 inch & 6-5/8 inch	8/1/78- 7/31/88	3,046.17
4681	Community Public Service Co. (renewal of 2830)	Power Line	Winkler	20	80.84 rds. single pole	1/1/79- 12/31/88	150.00 (minimum)
4682	Community Public Service Co. (renewal of 2809)	Power Line	Pecos	27	150.40 rds. single pole	11/1/78- 10/31/88	150.40
4683	Sun Oil Company (renewal of 2814)	Pipe Line	Crane	30	188.5 rds. 3 inch	12/1/78- 11/30/88	471.25

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4684	Fin-Tex Pipe Line Company (renewal of 2815)	Pipe Line	Crane	31	735 rds. 4-1/2 inch	12/1/78- 11/30/88	\$ 1,837.50
4685	Reading & Bates Petroleum Co. (renewal of 2833)	Pipe Line	Upton	3, 58	1007.7 rds. 2 inch	12/1/78- 11/30/88	2,520.00
4686	Texas Electric Service Co. (renewal of 2685, 2757 & 2695)	Power Line	Ector, Ward	35, 17, 16	731.64 rds. single pole	10/1/78- 9/30/88	731.64
4687	Texas Electric Service Co. (renewal of 2683, 2695 & 2757)	Power Line	Andrews	1, 2, 5, 9, 10, 11, 13	2,377.98 rds. single pole	10/1/78- 9/30/88	2,377.98
4688	Texas Electric Service Co. (renewal of 2684 & 2793)	Power Line	Crane	30, 31, 35	864.31 rds. single pole	10/1/78 9/30/88	864.31
4689	BTA Oil Producers (renewal of 2826)	Pipe Line	Upton Reagan	3, 58	760 rds. 2 inch	12/1/78- 11/30/88	1,900.00
4690	Mobil Pipe Line Company (renewal of 2756)	Pipe Line	Andrews	3, 4	149.49 rds. 4-1/2 inch	10/1/78- 9/30/88	373.73
4691	Oasis Pipe Line Company	Pipe Line	Winkler	21	200.72 rds. 4 inch	8/1/78- 7/31/88	602.16
4692	Oasis Pipe Line Company	Pipe Line	Ward	16	40.85 rds. 12 inch	6/1/78- 5/31/88	285.95
4693	Shell Pipe Line Corporation (renewal of 2725)	Pipe Line	Andrews	1, 9	147 rds. 3-1/2 inch 126 rds. 4-1/2 inch	11/1/78- 10/31/88	682.50
4694	Pioneer Natural Gas Company (renewal of 2606 & 2607)	Pipe Line	Andrews	14	4,127 rds. various size	3/28/78- 3/27/88	10,317.50

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4695	Gulf Refining Company (renewal of 2648)	Pipe Line	Crane	30	2,742 rds. 8-5/8 inch	9/1/78- 8/31/88	\$ 6,855.00
4696	Gulf Oil Corporation	Pipe Line	Ward	17, 18	1,257.94 rds. 4 inch	8/1/78- 7/31/88	3,773.82
4697	The Permian Corporation	Pipe Line	Andrews	7	82.79 rds. 3-1/2 inch	7/1/78- 6/30/88	248.37
4698	El Paso Natural Gas Company (renewal of 2902)	Pipe Line	Reagan	2	134.73 rds. 4-1/2 inch	4/1/79- 3/31/89	336.83
4699	El Paso Natural Gas Company (renewal of 2651)	Pipe Line	Ward	17	196.455 rds. 4-1/2 inch	12/1/78- 11/30/88	491.14
4700	El Paso Natural Gas Company (renewal of 2655)	Pipe Line	Ward	17	1,327.127 4-1/2 inch	12/1/78- 11/30/88	3,317.82
4701	Phillips Petroleum Company (renewal of 2729)	Pipe Line	Crane, Upton	30	603.3 rds. 4-1/2 inch 211.8 rds. 6-5/8 inch	7/1/78- 6/30/88	2,037.75
4702	Phillips Petroleum Company (renewal of 2659)	Pipe Line	Crane, Andrews	10, 30, 31, 35	532.1 rds. 10-3/4 inch 574.9 rds. 4-1/2 inch	8/1/78- 7/31/88	2,767.50
4703	West Texas Utilities (renewal of 2780)	Power Line	Crockett	46	2,147.5 rds. single pole	9/1/78- 8/31/88	2,147.50
4704	West Texas Utilities (renewal of 2781)	Power Line	Pecos	16, 18	1,320.56 rds. single pole	9/1/78- 8/31/88	1,320.56
4705	West Texas Utilities (renewal of 2782)	Power Line	Reagan	2, 9, 11, 48	2,107.69 rds. single pole	9/1/78- 8/31/88	2,107.69

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4706	Southwest Texas Electric Cooperative, Inc. (renewal of 2710)	Power Line	Crockett, Reagan	14, 47, 49	963.15 rds. single pole	8/1/78- 7/31/88	\$ 963.15
4707	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett	30	248.7878 rds. single pole	6/1/78- 5/31/88	248.79
4708	Southwest Texas Electric Cooperative, Inc.	Power Line	Irion	40	34.5454 rds. single pole	7/1/78- 6/30/88	150.00 (minimum)
4709	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett	47	112.4242 rds. single pole	6/1/78- 5/31/88	150.00 (minimum)
4710	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett	47, 50	526.4848 rds. single pole	7/1/78- 6/30/88	526.48
4711	Southwest Texas Electric Cooperative, Inc.	Power Line	Reagan	48, 49	150.3030 rds. single pole	6/1/78- 5/31/88	150.30
4712	Chevron Pipe Line Company (renewal of 53)	Pipe Line	Hudspeth Winkler	G, H, J, K, L & 21	11,397 rds. 8 inch 6,285.87 rds. 20 inch	7/1/78- 6/30/88	50,493.05
4713	El Paso Electric Company	Power Line	El Paso	L	145 rds. single pole	9/1/78- 8/31/88	150.00 (minimum)
4714	Lo-Vaca Gathering Company (renewal of 2805)	Pipe Line	Pecos	22, 23	2,079.21 rds. 30 inch	11/1/78- 10/31/88	7,277.24
4715	Layton L. Nutter	Surface Lease (pipe yard)	Reagan	11	1.3 acres	6/1/78- 5/31/79*	250.00 (annual)

*Renewable from year to year, but not to exceed ten years.

2. Material Source Permits Nos. 559-563

No.	Grantee	County	Location	Quantity	Consideration
559	Farmer Constr. Co.	Andrews	Block 4	1,918 cubic yards caliche	\$ 671.30
560	Farmer Constr. Co.	Andrews	Block 11	2,490 cubic yards caliche	871.50
561	Redden Construction Co.	Ward	Block 16	150 cubic yards caliche	150.00 (min.)
562	Reliable Construction Co., Inc.	Andrews	Block 1	650 cubic yards caliche	227.50
563	Jones Bros. Rental Equipment Co., Inc.	Pecos	Block 27	9,599 cubic yards caliche	1,439.85*

3. Water Contract No. 167

No.	Grantee	County	Location	Period	Consideration
167	Northern Natural Gas Company	Pecos	Block 19	7/1/78-6/30/83	\$ 100.00**

*This agreement was made under the old schedule.

**Annual rental is \$100.00, to be paid in advance. Royalty is 12¢ per 1,000 gallons of water produced, with a minimum royalty of \$200.00 per year.

II. TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

1. System Administration - Recommendation for the Establishment of a Pooled Income Fund for Use by Component Institutions in Attracting Deferred Gifts.

Recommendation

The Administration recommends that the Board of Regents approve the establishment of The University of Texas System Pooled Income Fund for use by component institutions in attracting deferred gifts and authorizes the Chairman of the Board of Regents to execute the required Pooled Income Fund Trust Agreement following approval with regard to form and content by the President and the Office of General Counsel.

It is further recommended that the following policies apply to the administration of the fund:

1. Initial gifts of a minimum of \$5,000 shall be accepted where there is promise that during a succeeding five-year period further gifts by that donor will total an additional \$5,000 resulting in a total gift of \$10,000.
2. Following the initial gift, subsequent additional gifts must be a minimum of \$1,000 each.
3. There shall be no more than two income beneficiaries for each account established in the fund by a donor and that each such beneficiary be over age 50.
4. The fund's fiscal year shall be the calendar year.
5. The fund shall be invested in securities authorized for Trust and Special Funds under the control of the Board of Regents with emphasis on yield.
6. The initial unit value of gifts will be \$1.00.
7. The President of the System, System Vice President for Business Affairs, Executive Director for Investments, Trusts and Lands or Trust Officer may execute the individual trust agreements with each donor.
8. Components will be responsible for reporting additions to their respective accounts on the institutional dockets. The initial gift of \$5,000 will be reported on the Investments, Trusts and Lands Agenda.
9. Each remainder removed from this fund will be reported on the Land and Investment Agenda as to usage.

Background Information

A provision of the 1969 Tax Reform Act made it possible for a charitable organization (as defined in section 501 (c) (3) of the Internal Revenue Code) to establish a form of charitable trust called a "pooled income fund" to receive gifts in amounts for which the establishment of an individual trust, such as a unitrust or annuity trust, is not feasible.

A donor may participate in such a fund by transferring, irrevocably, money, securities, or other property to the fund. The donor is entitled to an income tax deduction for the year in which the gift is made equal to the value of the remainder interest that the charity will receive, calculated by reference to IRS tables.

A number of units, equal to the value of the gift in relation to the then value of the rest of the fund, is assigned each donor. Yearly, the donor or his beneficiary receives a share of the fund's earnings based on the number of units held. At the death of the last income beneficiary, payments of income terminate and the charity removes the gift from the fund and applies it to the purpose designated by the donor.

Experience of other educational institutions has shown that such funds can be of great value in attracting relatively small, although in the aggregate no less valuable, gifts.

2. U. T. Austin - Recommendation for Acceptance of Gift and Establishment of the T. Brockett Hudson Professorship in Chemical Engineering. (See Item 3, Page A&D - 2.)

Recommendation

President Rogers and the Administration recommend the acceptance of a gift by Mr. T. Brockett Hudson of 8,982 shares of Southwest Chemical Services Incorporated stock with \$100,000 of the proceeds from the sale to be used for the establishment of the T. Brockett Hudson Professorship in Chemical Engineering.

Background Information

Mr. T. Brockett Hudson is a graduate of The University of Texas at Austin with degrees in Chemical Engineering (B.S., 1947; M.S., 1949). He is Chairman of the Board of Southwest Chemical Services Incorporated which was recently acquired by Thiokol Corporation.

The Southwest Chemical Services Incorporated stock was given prior to the completion of a merger agreement with Thiokol Corporation which provided for cash payments of \$22.25 for the tendered stock as follows: \$17.80 per share on April 17, 1978, or date of surrender; \$2.23 per share on or about May 22, 1978; \$1.71 per share on or about December 18, 1978; and the balance of \$0.51 per share on or about April 18, 1981.

Funds received to date amount to \$179,966.67 with \$19,882.83 yet to be received. All funds in excess of \$100,000 will be added to the T. Brockett Hudson/Joseph Magliolo, Jr., Endowed Fund for Excellence in Chemical Engineering.

3. U. T. Austin - Recommendation to Accept Gift and to Establish the Carol and Henry Groppe Professorship in Chemical Engineering. --

Recommendation

President Rogers and the Administration recommend the acceptance of a gift by Mr. and Mrs. Henry Groppe of 4,500 shares of Southwest Chemical Services Incorporated stock with \$100,000 of the proceeds from the sale to be used for establishment of the Carol and Henry Groppe Professorship in Chemical Engineering.

Background Information

Mr. E. Henry Groppe, Jr., is a 1946 graduate of The University of Texas at Austin with a degree in Chemical Engineering. He is a Director of Southwest Chemical Services Incorporated which was recently acquired by Thiokol Corporation.

The Southwest Chemical Services Incorporated stock was given prior to the completion of a merger agreement with Thiokol

Corporation which provided for cash payments of \$22.25 for the tendered stock as follows: \$17.80 per share on April 17, 1978, or date of surrender; \$2.23 per share on or about December 18, 1978; and the balance of \$0.51 per share on or about April 18, 1981.

Funds received to date amount to \$90,163.67 with \$9,961.33 yet to be received. All funds in excess of \$100,000 will be added to the T. Brockett Hudson/Joseph Magliolo, Jr., Endowed Fund for Excellence in Chemical Engineering.

4. U. T. Austin: Recommendation to Accept Gift and to Establish the T. Brockett Hudson/Joseph Magliolo, Jr., Endowed Fund for Excellence in Chemical Engineering. --

Recommendation

President Rogers and the Administration recommend the acceptance of a gift by Mr. Joseph Magliolo, Jr., of 2,000 shares of Southwest Chemical Services Incorporated stock with the proceeds to be combined with proceeds from Mr. T. Brockett Hudson's gift for a total of \$110,203.08 for the establishment of the T. Brockett Hudson/Joseph Magliolo, Jr., Endowment Fund for Excellence in Chemical Engineering.

Background Information

Mr. T. Brockett Hudson is a graduate of The University of Texas at Austin with degrees in Chemical Engineering (B.S., 1947; M.S., 1949). He is Chairman of the Board of Southwest Chemical Services Incorporated which was recently acquired by Thiokol Corporation.

Mr. Joseph Magliolo, Jr., is a graduate of The University of Texas at Austin with degrees in Chemical Engineering (B.S., 1948; M.S., 1949). He is Executive Vice President of Southwest Chemical Services Incorporated.

The Southwest Chemical Services Incorporated stock was given prior to the completion of a merger agreement with Thiokol Corporation which provided for cash payments of \$22.25 for the tendered stock as follows: \$17.80 per share on April 17, 1978, or date of surrender; \$2.23 per share on or about May 22, 1978; \$1.71 per share on or about December 18, 1978; and the balance of \$0.51 per share on or about April 18, 1981.

Funds received to date amount to \$40,072.74 with \$4,427.26 yet to be received from Mr. Magliolo's gift. All additional funds received will be added to this fund as received. Funds from the gift of T. Brockett Hudson in the amount of \$70,130.34 will be combined to arrive at the initial funding of \$110,203.08.

The income from this account will be used to promote excellence in Chemical Engineering education through the support of activities beyond that normally provided by state appropriations including some of the following:

1. A supplement to attract distinguished visiting professors who would contribute significantly to the stature of the department and its educational efforts.
2. Scholarships for exceptional undergraduate majors in Chemical Engineering.
3. Fellowships and other support for exceptional graduate students in Chemical Engineering.

4. Promotion of exchange of technical knowledge by faculty or students in Chemical Engineering through professional meetings, special conferences, or lectures.
5. Special equipment needs not provided by normal sources that would promote research or teaching in new or vital areas.

Use of these funds will be approved by a committee of department members.

5. U. T. Austin - Recommendation for Acceptance of Gifts and Establishment of the Fania Kruger Poetry Scholarship Fund.

Recommendation

President Rogers and the Administration recommend the acceptance of gifts by Mrs. Sidney S. (Bert Kruger) Smith and Mr. Aaron Kruger for a total of \$9,000 and the establishment of the Fania Kruger Poetry Scholarship Fund. Additional funds to bring the balance to \$10,000 will be given within the period of a year.

Background Information

Mrs. Smith and Mr. Kruger are making these gifts in memory of their mother, Mrs. Fania Kruger, who was very active and interested in the area of fine arts relating to poetry and short stories.

6. U. T. Austin - Recommendation for Acceptance of Charles A. Stacey Charitable Remainder Unitrust.

Recommendation

The Administration recommends the acceptance of a charitable remainder unitrust created by Mr. Charles A. Stacey in August, 1978. Provisions of the unitrust allow for assignment to the Board of Regents for the remainder to be used at The University of Texas at Austin contingent upon the Regents' acceptance.

The unitrust is funded by a \$120,000 non-interest bearing note payable to Mr. Stacey at the rate of \$12,000 per year commencing on January 2, 1980. The note is signed by Walter Ray Vickery, purchaser from Mr. Stacey of Salem Publishing Company, a Missouri corporation. The note is guaranteed by the corporation.

The trust agreement provides for the trust's income, up to 6% annually computed on the market value of the investments as of each January 1, to be paid to Mr. Stacey during his life. In any year when the income amounts to more than 6% of market value, excess income will be paid to Mr. Stacey up to the amount of any accumulated deficiencies, under 6%, in prior years.

Background Information

Mr. Charles A. Stacey, age 56, is a 1943 graduate of U. T. Austin in Journalism and a Life Member of the Ex-Students' Association. He is a successful journalist and until recently was owner of the Salem News (Salem Publishing Company) of Salem, Missouri. Mr. Stacey will designate a specific purpose for his contribution if accepted by the Board of Regents.

7. U. T. Austin - Recommendation for Establishment of the Geophysical Fund for the Department of Geological Sciences.

Recommendation

President Rogers and the Administration recommend the establishment of the Geophysical Fund for the Department of Geological Sciences in support of the Wallace E. Pratt Professorship in Geophysics. Previous gifts of Mr. Wallace E. Pratt to the Geology Foundation in the amount of \$15,000 will provide initial funding. Additional gifts are anticipated to bring the total funding to \$50,000.

Background Information

Mr. Pratt, now retired, is an outstanding petroleum geologist and geophysicist whose career has covered many years as an employee and official of Humble Oil & Refining Company and after that professional consulting work. His distinguished reputation has brought him many awards and much recognition from professional societies and others.

Income from this fund will be used at the discretion of the appointee to the Wallace E. Pratt Professorship in Geophysics in support of the geophysics program of the Department of Geological Sciences.

8. U. T. Austin - Recommendation for Establishment of Anne Wilkens Memorial Revolving Scholarship Fund

Recommendation

The Administration recommends the establishment of the Anne Wilkens Memorial Revolving Scholarship Fund with funding of \$10,000 to be taken from School of Social Work-Variou Donors Account. These funds given by associates, friends and ex-students of Miss Wilkens have been reported previously.

Background Information

Miss Anne Wilkens is Professor Emeritus of the School of Social Work where she served in the capacities of Acting Dean, Director of Field Instruction, and teaching during the twenty-three years she was associated with the department. She was also very active in consulting activities in the countries of Greece, India and San Salvador.

9. Dallas Health Science Center - Recommendation for Authorization to Join in Agreement Regarding Payment of Bequest under the Will of Louis Cerf.

Recommendation

The Administration recommends that President Walker be authorized to join in an agreement with Southwestern Medical Foundation, the Independent Executor of the Estate, and the Attorney General under which a bequest estimated to amount to \$10,000 to \$12,000 will be paid to Southwestern Medical Foundation for the use of Dallas Health Science Center in the field of Cardio-Vascular Research.

Background

The will of Louis Cerf, probated in Ellis County, provides for "one (1) share" of the residuary estate to go to the "University of Texas Southwestern Medical Foundation for Cardio-Vascular Research, Dallas, Texas." This misnomer makes the recommended agreement necessary to protect the Independent Executor in settlement of the bequest.

10. Galveston Medical Branch (Galveston Medical School) - Recommendation to Accept Bequest under Will of Mrs. Mary Edith Landes To Be Used for the Benefit of Its Children's Hospital (UTMB Child Health Center).

Recommendation

President Levin and the Administration recommend that the total bequest of \$52,615.18 (1/2 of a \$10,000 bequest plus 1/24 of 7/10ths of the residuary estate) received by Galveston Medical Branch be accepted and used for the benefit of the UTMB Child Health Center as provided in the Will of Mrs. Edith Landes and that the fund be entitled "The Mary Edith Landes Memorial Fund for the Benefit of the Child Health Center."

Background Information

Mrs. Mary Edith Landes died on March 6, 1975. She bequeathed 1/12th of 7/10ths of her residuary estate to "some charitable children's hospital in Galveston, Texas, to be selected by my Executor. If there be no charitable hospital there exclusively for children, my Executor may select any other charitable hospital in that city having facilities for the treatment of children".

The Executor decided after a lengthy investigation that none of the existing institutions met the exclusive children's care requirement and proposed that UTMB Children's Hospital and the Shriners Burns Institute share Mrs. Landes' bequest equally thereby entitling each institution to 1/24th of 7/10ths of the residuary estate.

11. University Cancer Center (M. D. Anderson) - Recommendation for Acceptance of Gift and Establishment of Mosbacher Pediatrics Professorship.

Recommendation

President LeMaistre and System Administration recommend the acceptance of a cash gift of \$65,000 from Mr. Robert Mosbacher, which will be added to existing fund balance of \$64,287 for a total of \$129,287, and the establishment of the Mosbacher Pediatrics Professorship with these funds.

Background Information

A gift of overriding royalty interest in Calhoun County valued at \$200,000 was made to The University of Texas System Cancer Center by Emil Mosbacher, Sr., in the name of Robert Mosbacher. This gift was accepted by the Board at the April 15, 1977, meeting and approval to use the gift to fund the Mosbacher Pediatrics Professorship was given by the Board at the June 10, 1977, meeting.

Royalty receipts through July 31, 1978, amounted to \$64,287 with monthly receipts continuing at about \$3,500.

In order to allow establishment of the Mosbacher Pediatrics Professorship immediately, Mr. Robert Mosbacher has made an additional gift of \$65,000 to increase the fund to a total in excess of \$100,000.

LAND AND INVESTMENT COMMITTEE

EMERGENCY ITEMS

October 19-20, 1978

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L&I

I. Permanent University Fund

A. Investment Matters

3. Permanent University Fund Advisory Committee: Recommendation to Appoint Member for Five Year Term

Below

II. Trust and Special Funds

B. Real Estate Matters

3. U. T. System - Hogg Foundation - Varner Properties: Recommendation for Ground Lease and Conveyance of Improvements at Fannin and Rusk, Houston, Texas

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Documentation

I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

1. ...

2. ...

3. Permanent University Fund Investment Advisory Committee - Recommendation for Appointment of Member for Five Year Term.
--It is recommended that Mr. Orson C. Clay, President of the American National Insurance Company, be appointed to the Investment Advisory Committee for a five year period, September 1, 1978, through August 31, 1983. The Investment Advisory Committee members' terms will then be as follows:

Harold W. Hartley	8/31/79
Thomas B. McDade	8/31/80
Gene H. Bishop	3/31/81
Dee Osborne	8/31/82
Orson C. Clay	8/31/83

II. TRUST AND SPECIAL FUNDS

A.

B. REAL ESTATE MATTERS

1. ...

2. ...

3. U. T. System: Hogg Foundation - Varner Properties - Recommendation for Ground Lease and Conveyance of Improvements at Farnin and Rusk, Houston, Texas, to David Askanase, Trustee.

Recommendation

System Administration recommends that a ground lease covering the property at the corner of Farnin Street and Rusk Avenue in Houston, Texas, and being described as parts of Lots 1 and 2 and all of Lot 31, Block 80, SSBB, be granted to Mr. David Askanase, Trustee, for a term of 35 years at a monthly rental of \$715.00, plus an initial payment of \$48,000.00. It is also recommended that the improvements located upon the above-described land be conveyed to Mr. Askanase for a term to coincide with the term of the ground lease. The consideration for this conveyance is to be the sum of \$4,559,700.00, payable as follows: \$7,285.00 per month for ten years; \$8,285.00 per month for the following five years; \$10,285.00 per month for the next succeeding five years; and, \$14,285.00 per month for the final fifteen years. At the termination of the ground lease, for whatever reason, title to the improvements will automatically revert to the Board of Regents. This transaction would be subject to the approval of the Federal Bankruptcy Judge.

Background Information

The land involved was conveyed to the Board of Regents in 1952 upon dissolution of the Varner Company, subject to a 99-year ground lease expiring in 2025. The monthly rental under this lease was \$4,000.00. The lessee was the owner of the improvement known as the Texas State Hotel, and had the option under the lease to purchase the land in 2025 for \$660,000.00.

In October, 1977, the Lessee at that time, Texas State Hotel, Ltd. failed to pay the rental due and has continued in default. After several unsuccessful attempts to collect the rental due, the Lessee was notified that the lease would be terminated if the default continued. Prior to the expiration of the default period provided by the lease, the Lessee sought protection under Chapter XII of the Bankruptcy Act.

The recommended lease and conveyance are the result of several months of negotiation with the first and second lien holders and the lessee. All the parties have agreed, subject to approval by the Board of Regents and the Court, to petition the court to declare the old lease terminated and to approve the new lease and conveyance to Mr. Askanase, the Trustee in Bankruptcy, who will then assign the lease and convey the improvements to Texas State Hotel, Inc. This company was a former owner of the hotel and is the current second lien holder.

The proposal described herein provides for a total income to the University over the 35-year term of \$4,860,000.00 as opposed to \$1,680,000.00 under the old lease for the same period. In addition, the term has been reduced from 47 years to 35 years, and the option to purchase has been eliminated. Past due rentals in the amount of \$48,000.00 will be brought current.

REAL ESTATE LIEN NOTE

\$4,559,700.00

AUSTIN, TEXAS, OCTOBER _____, 1978

For value received, I, We, or either of us, as principals, promise to pay to the order of The Board of Regents of The University of Texas System as Trustees of the Hogg Foundation--W. C. Hogg Memorial Fund in the City of Austin, Travis County, Texas, the sum of Four Million Five Hundred Fifty-Nine Thousand Seven Hundred and No/100 Dollars (\$4,559,700.00), in legal and lawful money of the United States of America, said note to bear no interest, except that matured unpaid principal shall bear interest at the rate of ten per cent (10%) per annum from date of maturity until paid.

This note is due and payable as follows, to-wit: In 420 consecutive monthly installments of principal, as follows:

- (1) 120 equal consecutive monthly installments in the sum of \$7,285.00 each, the first of such being due and payable on or before the 1st day of November, 1978, with like installments being due on or before the 1st day of each month thereafter until said 120 installments have been paid in full;
- (2) 60 equal consecutive monthly installments in the sum of \$8,285.00 each, the first of such being due and payable on or before the 1st day of November, 1988, with like installments being due on or before the 1st day of each month thereafter until said 60 installments have been paid in full;
- (3) 60 equal consecutive monthly installments in the sum of \$10,285.00 each, the first of such being due and payable on or before the 1st day of November, 1993, with like installments being due on or before the 1st day of each month thereafter until said 60 installments have been paid in full;
- (4) 180 equal consecutive monthly installments in the sum of \$14,285.00 each, the first of such being due and payable on or before the 1st day of November, 1998, with like installments being due on or before the 1st day of each month thereafter or until said 180 installments have been paid in full.

It is expressly provided that upon default in the punctual

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payment of this note or any part thereof, as the same shall become due and payable, the entire indebtedness secured by the hereinafter mentioned lien shall be matured, at the option of the holder; and in the event default is made in the prompt payment of this note when due or declared due, and the same is placed in the hands of an attorney for collection, or suit is brought on same, or the same is collected through Probate, Bankruptcy or other judicial proceedings, then the makers agree and promise to pay ten per cent (10%) additional on the amount of principal and interest then owing, as attorney's fees.

Each maker, surety and endorser of this note expressly waives all notices, demands for payment, presentation for payment, notices of intention to accelerate the maturity, protest and notice of protest, as to this note and as to each, every and all installments hereof.

Payment hereof is secured by a Vendor's Lien expressly retained by The University of Texas System acting by and through its Board of Regents as Trustees of the Hogg Foundation--W. C. Hogg Memorial Fund in Deed of even date herewith to David Askanase, Trustee, and is further secured by Deed of Trust of even date herewith executed by the said David Askanase, Trustee, to the Board of Regents of The University of Texas System as Trustees of the Hogg Foundation--W. C. Hogg Memorial Fund, to which instruments and the record thereof reference is here made for all purposes.

DAVID ASKANASE, TRUSTEE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

That The University of Texas System, acting herein by its Board of Regents as Trustees of the Hogg Foundation--W. C. Hogg Memorial Fund, herein called Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration paid to the Grantor by the Grantee herein named, the receipt of which is hereby acknowledged, and for the further consideration of Grantee's promise to pay to Grantor the sum of Four Million Five Hundred Fifty-Nine Thousand Seven Hundred and No/100 Dollars (\$4,559,700.00), evidenced by and according to the terms of Grantee's Promissory Vendor's Lien Note in said principal sum, being payable as stated therein, the payment of which note is secured by the Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to Linward Shivers, Trustee, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto David Askanase, Trustee, for a term of years as herein stated, all that certain Building and those certain Improvements (but not the land itself) situated upon and being affixed to that lot, tract or parcel of land in Harris County, Texas, described in Exhibit "A" attached hereto and incorporated herein by reference.

Concurrently with the execution of this Deed, a Ground Lease of even date herewith is being executed by Grantor, as Lessor, and Grantee, as Lessee, relating to the land above described, a copy of such lease being attached hereto as Exhibit "B" and incorporated herein for all purposes; and by this conveyance of the Building and Improvements, it is the intent of the parties to effect a severance of the Building and Improvements from the land, so that the Building and Improvements shall

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thereafter during the term of this Grant (subject to liens, said Ground Lease and the other matters referred to herein) be the property of Grantee, whereas the land shall continue to be the property of Grantor.

"Building and Improvements" means the hotel and commercial building now on said land, and all other buildings, improvements and appurtenances now standing in, on and above said land or any part thereof, together with all machinery, apparatus, equipment, fittings and fixtures, including trade fixtures of every kind and nature whatsoever, located, affixed and attached in, on, along, over, and across said land or any part thereof, and said Building and Improvements including, but without limiting the generality hereof, all engines, furnaces, boilers, structures, pumps, heaters, tanks, dynamos, motors, generators, switchboards, if any, intercommunication equipment, electrical equipment and fixtures, heating, ventilators, air cooling and air conditioning apparatus, gas fixtures, underground pipes and conduits, elevators, shades, awnings, screens, and signs, all of which machinery, apparatus, equipment, fittings and fixtures are hereby understood and agreed to be said Building and Improvements appropriated to the use of said real estate and whether fixed or unannexed shall, for the purpose of this Deed, be real estate conveyed hereby, together with the right of support by said land and the right, without limitation, to lower underground pipes and conduits and replace same and to repair, renew or replace beams, piers and foundations.

This conveyance and grant shall be and is hereby limited to a term of thirty-five (35) years and shall absolutely terminate and the property revert to Grantor, its successors and assigns, on the 31st day of October, 2013, without the necessity of any action or reentry by Grantor herein and unless sooner terminated as otherwise provided herein.

This conveyance and grant shall be and is hereby further limited by the term of said Ground Lease and shall absolutely terminate and the property revert to Grantor, its successors and assigns, upon termination of said Ground Lease for any reason, without the necessity of any action or reentry by Grantor herein.

The covenants and obligations of Lessee in said Ground Lease are hereby adopted as if set out verbatim herein, and with the exception of the rentals therein provided, are hereby assumed by Grantee herein insofar as they are performable with reference to the Building and Improvements herein conveyed whether the terms of said Lease specifically refer to said Building and Improvements or not.

This conveyance is executed by Grantor and accepted by Grantee, expressly subject to all easements and restrictions of record in Harris County, Texas, affecting said property, as well as any and all ordinances and regulations of any governmental authority affecting said property.

TO have and to hold the above described Building and Improvements, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, his successors and assigns forever, it being expressly agreed, however, that the Vendor's Lien is retained against all of the same, until the above described note and all interest and other charges therein provided are fully paid, when this Deed shall become absolute.

NO WARRANTY OF HABITABILITY ARISES BY VIRTUE OF THIS DEED OR THE SAID GROUND LEASE. AS PART OF THE CONSIDERATION FOR THIS DEED AND THE SPECIFIED CONSIDERATION, GRANTOR EXPRESSLY DISCLAIMS AND GRANTEE EXPRESSLY WAIVES ANY IMPLIED WARRANTY OF HABITABILITY, INCLUDING PRESENT AND FUTURE CONDITIONS, WHETHER LATENT

OR PATENT. GRANTEE HEREBY ACKNOWLEDGES THAT GRANTEE HAS EXAMINED THE CONVEYED PREMISES, AND ACCEPTS THEM IN THEIR EXISTING CONDITION. NO REPRESENTATIONS ARE MADE ON THE PART OF GRANTOR OR ITS AGENTS AS TO THE PRESENT OR FUTURE CONDITION OF THE SAID PREMISES. GRANTEE AGREES TO ORDER AND PAY FOR ALL REPAIRS AND REPLACEMENTS NECESSARY TO MAINTAIN THE PREMISES IN TENANTABLE CONDITION, AS PROVIDED FOR IN PARAGRAPH 6 OF THE ATTACHED GROUND LEASE.

THIS CONVEYANCE IS MADE WITHOUT WARRANTY OF ANY KIND WHATEVER, EXPRESS OR IMPLIED.

Grantee agrees, notwithstanding anything to the contrary herein, that there shall be no conveyance of the Building and Improvements herein conveyed or any interest in same, whether voluntary or involuntary, to any person, firm or entity other than the then current owner of the said Ground Lease.

EXECUTED this _____ day of October, 1978.

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By _____
Executive Director of
Investments, Trusts and Lands

ATTEST:

APPROVED AS TO CONTENT:

Mortgage and Real Estate Officer

FORM APPROVED:

University Attorney

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THE STATE OF TEXAS §

COUNTY OF HARRIS §

GROUND LEASE

This Lease Agreement is made and entered into this 1st day of November, 1978, by and between THE UNIVERSITY OF TEXAS SYSTEM ACTING HEREIN BY ITS BOARD OF REGENTS, AS TRUSTEES OF THE HOGG FOUNDATION -- W. C. HOGG MEMORIAL FUND, "Lessor", and DAVID ASKANASE, TRUSTEE IN BANKRUPTCY, "Lessee", and is as follows:

WITNESSETH:

Article 1.

LEASED PREMISES AND TERM OF LEASE

Lessor hereby leases, demises and lets unto Lessee for a term of thirty-five (35) years, commencing on the 1st day of November, 1978, and ending on the 31st day of October, 2013, the following-described parcel of land lying and being situated in the City of Houston, County of Harris, and State of Texas, to-wit:

Parts of Lots One (1) and Two (2) and all of Lot Three (3), in Block Eighty (80), SSBB, according to the map and plat of the City of Houston, and being more particularly described as follows:

All of Lots One (1) and Two (2), except a fifteen by fifty foot strip of land off the rear or westerly end of each of said lots, and all of the said Lot Three (3), in said Block Eighty (80); the said portions of lots One (1) and Two (2) fronting eighty-five (85) feet on Rusk Avenue and one hundred (100) feet on Fannin Street, and said Lot Three (3) fronting fifty (50) feet on Fannin Street and running back immediately adjacent to and parallel with the north line of Lot Two (2), one hundred feet in depth, described by metes and bounds as follows:

BEGINNING at the Southeast corner of said Lot One (1), at the intersection of the north line of Rusk Avenue and the west line of Fannin Street;

THENCE in a westerly direction with the north line of Rusk Avenue, and parallel to Rusk Avenue, with south line of Lot One (1) for a distance of 86.02 feet to corner;

THENCE in a northerly direction parallel with the east line of Lots One (1) and Two (2), a distance of 100 feet to a point in the south line of Lot Three (3);

THENCE in a westerly direction with the south line of Lot Three (3), a distance of 15.15 feet to the southwest corner of said lot;

THENCE in a northerly direction parallel with the east line of Lot Three (3) and following its west line, a distance of 50 feet to its northwest corner;

THENCE in an easterly direction with the north line of Lot Three (3), a distance of 101.17 feet to the northeast corner of Lot Three (3) in the west line of Fannin Street;

THENCE in a southerly direction with the west line of Fannin Street and following the east line of Lots Three (3), Two (2), and One (1), a distance of one hundred and fifty (150) feet to the place of BEGINNING;

being the same land conveyed to Varner Company by Annette Finnigan, et al, by deed dated January 1, 1924, as found of record in Volume 566, Page 227, of the Deed Records of Harris County, Texas, said land having been conveyed to Lessor by Varner Company by deed dated 31 July, 1952, recorded Vol. 2478, p. 269, Deed Records, said Harris County, Texas.

Article 2.

RENT

In consideration of the lease of said premises by Lessor, Lessee covenants and agrees to pay Lessor as rental during said term the sum of \$300,300.00, payable in 420 equal monthly installments of \$715.00 each, such installments being payable in advance on the first day of each month during the term of this lease, without any set-offs, abatements, or deduction whatsoever.

Lessee agrees to pay such rentals to Lessor to the "Board of Regents of the University of Texas System, c/o Office of Investments, Trusts, and Lands", P. O. Box 7968, Austin, Texas, 78712, or at such other place as the Lessor shall designate from time to time in writing.

As further consideration for the lease of the said premises by Lessor, Lessee covenants and agrees to pay to Lessor, upon execution of this Lease Agreement, the sum of FORTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$48,000.00).

Article 3.

TAXES

As additional rental and consideration for this lease and during said period of thirty-five (35) years, (including all of the years 1978 and 2013), Lessee hereby further agrees, binds and obligates itself, and promises to pay in full, all taxes, assessments, levies and governmental charges, if any, of every kind and character whatsoever, that may be lawfully assessed or charged against the demised premises, including all levies, assessments, and taxes for public improvements, paving, sidewalks, and the like, if any, whether the same shall be assessed, levied or charged by the United States Government, or any authority thereof, or by the State Government, or any authority thereof, or by any subdivision thereof, or by any municipality, or any county, or any subdivision thereof, together with all other carrying charges of every kind and description whatsoever; it being the intent and purpose of this Agreement that the amount of rental hereinabove required to be paid by the Lessee shall be absolutely net to the Lessor.

The State, County, City and School taxes, if any, accrued, for the calendar year 1977 and all prior calendar years, shall be borne by Lessee.

Lessee shall make the payments of all of said taxes, charges, levies and assessments in the name of the Lessor, and shall take receipts therefor, and shall pay the same before any penalties shall accrue under the law under which the same were levied, assessed or charged, and shall at any and all times, upon demand by Lessor, exhibit the receipts therefor, or furnish to Lessor copies thereof.

In addition to Lessee's covenant to pay ad valorem taxes assessed against the premises, Lessee covenants and agrees to pay ad valorem taxes, if any, assessed against Lessee's stock, equipment and fixtures owned or placed by Lessee in or on the leased premises; and to pay all doing-business and sales taxes.

Should, however, any controversy arise between Lessee and any governmental authority as to the correctness of any taxes, levies, charges or assessments against the demised premises, it is agreed that in the event Lessee shall, in good faith, contest the payment thereof by proper suit in a court of competent jurisdiction, and so long as Lessee shall, in such good faith, so contest the same, Lessee shall not be in default on account of the nonpayment thereof, but if the same shall be finally adjudged to be a valid charge against the demised premises, Lessee shall thereupon immediately pay off and discharge the same, together with all penalties, costs and expenses incident thereto, provided further that Lessee shall, in the event of such contest, or contests, execute a bond, satisfactory to Lessor, immediately upon the filing of such contest, in double the amount of the taxes and charges in dispute, conditioned that the Lessee will pay upon the termination of such litigation, all such taxes, penalties, costs and expenses that may be adjudged to be a valid charge against the demised premises, or against the Lessor.

Should Lessor be joined as a party to any such suit, or should it be sued or joined as a party in any other suit in relation to the demised premises, save and except as the same would involve the fee to the demised premises, then Lessee shall, for and on behalf of Lessor and under Lessor's direction and control, prosecute or defend, through attorneys of Lessor's choice, such suit at Lessee's own cost, including all attorney's fees, necessarily incurred on account hereof.

Article 4.

INSURANCE

Lessee agrees to indemnify Lessor and to save Lessor harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property on the leased premises or on the adjoining streets and sidewalks, and from claims or judgments arising from injury to person or property in or on the building

conveyed this date by separate instrument, except if caused by the willful or grossly negligent act of Lessor, Lessor's agents or employees.

Lessee agrees to and shall, prior to execution of this lease, secure and maintain from a responsible and solvent company or companies which Lessee selects, during the entire term of this lease, the following coverage:

- (a) Fire and extended coverage insurance covering all improvements on the leased premises for their full insurable value;
- (b) Public liability insurance covering both bodily injury and property damage protecting Lessor and Lessee from all claims of whatsoever character that may arise out of Lessee's use of the leased premises or of the improvements thereon in any amount at least equal to \$1,000,000.00 covering bodily injury and \$50,000.00 covering property damage.

The insurer of each policy shall agree to give Lessor at least ten (10) days prior written notice before any cancellation or modification of such insurance coverage.

If the Lessor objects to any insurance company which is carrying any of said insurance on the ground that it is not reliable, or solvent, or standard, and notifies Lessee in writing, of such objection, then Lessee binds and obligates itself to promptly place said insurance with another company, or companies, provided it can obtain another company or companies, to carry said insurance that is satisfactory to Lessor.

The insurance policies shall be deposited with "The University of Texas Board of Regents, c/o Office of Investments, Trusts, and Lands", P. O. Box 7968, Austin, Texas, 78712.

All of said policies of insurance shall be written in the name of Lessor, with loss, if any, payable to or for the use and benefit of the Lessor, Lessee, or any mortgagee of Lessee or any mortgagee of its assigns, as their respective interests may appear or exist in accordance with Article 10, paragraphs (c) and (d).

Upon Lessee's failure to do so, Lessor shall have the right, at all times, to take out the insurance provided for above, and pay all premiums thereon, all of which Lessee is herein obligated to pay, but Lessor shall be under no obligation so to do. In the event the Lessor does pay the same, or any part thereof, at any time, to the extent of the payment so made by it, it shall be entitled to collect the same from Lessee as additional rental due and payable on the 15th day of the month following the statement thereof.

Article 5.

UTILITIES

Lessee covenants and agrees to pay for all water, gas, electricity, sewerage, garbage-removal, and other utility and municipal services supplied to the leased premises; and if Lessee fails or refuses to do so, Lessor may pay same and state the amount thereof to Lessee whereupon said amount shall be and become so much additional rent due and payable Lessor on the 15th day of the month following the statement thereof.

Article 6.

REPAIRS AND MAINTENANCE

Lessee covenants and agrees during the term hereof to keep the leased premises in good repair and in a tenantable condition and to order and pay for all repairs and replacements including, without limitation, the glass, plumbing and plumbing fixtures, elevators, lights and lighting fixtures and electrical system, heating and cooling or air-conditioning fixtures and equipment and system, and interior and exterior walls, roofs, floors, foundation, ceilings, stairs and parking areas, and appliances, including, but not limited to, dishwashing machines, refrigerators, disposal systems, ovens, ranges and other kitchen appliances. If Lessee fails or refuses to do so, Lessor may order and pay for same and state the amount thereof to Lessee whereupon said amount

shall be and become so much additional rent due and payable Lessor on the 15th day of the month following the statement thereof.

Article 7.

NET-NET-NET-LEASE

This lease is a net-net-net lease, and rent payable to Lessor shall be net of every charge or expense.

Article 8.

RIGHT TO ERECT MORE VALUABLE IMPROVEMENTS

Lessee shall, at all times, with Lessor's prior written consent which it may withhold with or without good reason therefor, have the right to raze, tear down and remove the improvements on said premises, for the purpose of permitting the erection and construction of larger and more valuable improvements, but before doing so it shall be required to execute and deliver to Lessor its bond, or deposit with Lessor collateral securities, either or both, in an amount at least equal to the costs of planning, building, and completing the more valuable improvements, to be approved by and satisfactory to Lessor, as security, and conditioned that Lessee shall, within six (6) months thereafter, begin and expeditiously complete, such other larger and more valuable building, and pay for all labor and material used therein, but during said time, in such event, Lessee shall not be entitled to any abatement of the rent provided for herein because thereof, but shall continue to pay to Lessor all rents and charges upon said demised premises, as hereinbefore stipulated.

Article 9.

TERMINATION

If Lessee fails or makes default in the punctual payment of said rent and additional rent, or any part thereof, or in the timely payment of installments due on the vendor's lien note hereinafter described, in Article _____, as the same shall become due and payable hereunder, or if it fails to

perform the covenants and obligations imposed on it hereunder, or if it fails to perform the covenants and obligations imposed on it by the deed or deed of trust hereinafter described in Article _____, and such default continues for ten (10) days after Lessor's notice thereof to Lessee as provided in Article 14, Lessor may, if Lessor so elects, forthwith terminate this lease and Lessee's right to possession of the premises, declare the entire rent for the balance of the term of this lease to be due and payable as if it were all payable in advance, and enter upon and repossess the leased premises without further notice to Lessee and without prejudice to any remedy, at law or otherwise, to which Lessor may be entitled hereunder. Only upon Lessor's actual receipt of same shall any rental payment be deemed to have been made by Lessee.

If any involuntary or voluntary petition, whether for liquidation or reorganization or otherwise, or similar pleading under any section or sections of any Bankruptcy Act shall be filed by or against Lessee, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Lessee insolvent or unable to pay Lessee's debts, then and in any such event, this lease shall ipso facto terminate, and, notwithstanding any other provisions of this lease, the entire rent for the balance of the term of this lease shall become due and payable as if it were all payable in advance and Lessor shall recover the same from Lessee as damages, without prejudice to any remedy, at law or otherwise, to which Lessor may otherwise be entitled hereunder.

If the leasehold interest of Lessee or the improvements thereon be levied upon under execution or be attached by process of law, or if Lessee makes an assignment for the benefit of creditors, or if a receiver is appointed for it or its estate, or if Lessee abandons the premises, this lease, and Lessee's right to possession, shall ipso facto

terminate. and, notwithstanding any other provisions of this lease, the entire rent for the balance of the term of this lease shall become due and payable as if it were all payable in advance and Lessor shall recover the same from Lessee as damages, without prejudice to any remedy, at law or otherwise, to which Lessor may otherwise be entitled hereunder.

If the lease terminates for any of the reasons set forth above, and the rent for the balance of the term becomes due and payable, and Lessor is thereafter paid all or a portion of the balance of such rental, then, if the Lessor should thereafter lease, let or demise the leased premises above described, or any part thereof to a third party, Lessee herein shall be entitled to recover and Lessor shall reimburse Lessee solely out of the received proceeds of the new lease from the third party such amount as Lessor shall have theretofore received from Lessee on the balance of rent due for the entire term over and above the total amount of rent that would otherwise have been due under the terms of this lease up to the time the new lease to the third party became effective.

Upon any termination of this lease, whether by lapse of time or otherwise, or upon any termination of Lessee's right to possession without termination of the lease, Lessee shall surrender possession and vacate the premises immediately, and deliver possession thereof to Lessor, and hereby grants to Lessor full and free license to enter into and upon the premises in such event with or without process of law and to repossess the premises as of Lessor's former estate and to expel or remove Lessee and any others who may be occupying or within the premises and to remove any and all property therefrom, in accordance with Article 19 hereunder, using such force as may be necessary, without being deemed guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Lessor's rights to rent or additional rent or any other right given to Lessor hereunder or by

operation of law. Except as particularly provided in Paragraph 1 of this Article, Lessee expressly waives the service of any demand for the payment of rent or for possession and the service of any notice of Lessor's election to terminate this lease or to re-enter the premises, including any and every form of demand and notice prescribed by any statute or other law, and agrees that the simple breach of any provision of this lease by Lessee shall, of itself, without the service of any notice or demand whatsoever, constitute a forcible detainer by Lessee of the premises within the meaning of the statutes of the State of Texas.

Lessee shall pay upon demand all of Lessor's costs, charges and expenses, including the fees of counsel, agents and others retained by Lessor, incurred in enforcing Lessee's obligations hereunder or incurred by Lessor in any litigation, negotiation or transaction in which Lessee causes Lessor, without Lessor's fault, to become involved or concerned.

Article 10.

TERMINATION FOR DESTRUCTION

In case the building on the premises, or any part thereof, shall at any time during the term be damaged or destroyed by fire or other unavoidable casualty so as to be unfit for use and occupancy, Lessee shall notify Lessor within five (5) days. The rights and obligations of Lessor and Lessee in the event of such casualty shall be as follows:

- (a) If the building and improvements situated on the leased premises should be totally destroyed by fire, tornado, or other casualty, or if they are damaged to such a degree that rebuilding or repairs cannot be reasonably completed within one hundred and eighty (180) calendar days after the date of written notification by Lessee to Lessor of the occurrence causing damage, and provided that the damage or destruction does not result from the negligent or willful act of Lessee or its agents, employees or invitees, or those for whom Lessee is legally responsible, this lease shall terminate, and the rent shall be abated for the unexpired portion of this lease, effective on the last day of the month containing the date such written notice was received;
- (b) If the building and improvements should be damaged by fire, tornado or other casualty but not to such an extent that rebuilding or repairs cannot be reasonably completed within one hundred and

eighty (180) calendar days after the date of written notification by Lessee to Lessor of the occurrence causing damage, this lease shall not terminate, but Lessee at its sole risk and expense shall proceed with reasonable diligence to rebuild or repair such building and improvements to substantially the condition in which they existed prior to such damage unless this lease is terminated by mutual agreement of the parties. If the building and improvements are to be rebuilt or repaired and are untenable in whole following such damage, and provided that the damage or destruction does not result from the negligence or willful act of Lessee or its agents, employees or invitees, or those for whom Lessee is legally responsible, the rent payable hereunder during the term of which they are untenable shall be abated for a period not exceeding one hundred and eighty (180) days; in such event, however, amounts classified hereunder as "additional rents", including but not limited to taxes and insurance, shall not be abated, and Lessee shall be required to pay such taxes and insurance premiums contemplated hereunder as though no damage occurred. If the building and improvements are to be rebuilt or repaired and are untenable in part following such damage, regardless of whether or not such damage results from the negligent or willful act of Lessee or its agents, employees, or invitees, or those for whom Lessee is legally responsible, neither the rental nor additional rental hereunder shall be abated;

- (c) If the building and improvements are totally destroyed within the contemplation of Article 10(a) hereunder, all insurance recoveries under Article 4(a) shall be paid to Lessor and this lease shall terminate upon receipt of such insurance recoveries;
- (d) If the building and improvements are damaged within the contemplation of Article 10(b) hereunder, Lessee shall have the benefit of any insurance recoveries under Article 4(a), provided that such proceeds shall be applied by Lessee only to the expenses reasonably necessary for the timely repair of the building and improvements to a similar condition before such damage occurred;
- (e) In all other events, insurance recoveries shall inure to the benefit of Lessor and its assigns.

Article 11.

TERMINATION FOR CONDEMNATION

In case any part of the leased premises shall at any time during the term be taken by condemnation, either party hereto may, at its option, by written notice to the other within 60 days following a final judgment of condemnation, terminate this Lease without further liability to the other, in which event Lessee's obligations to pay the rent provided for herein shall terminate as of the date of such taking. Lessee shall not be entitled to any part of the award therein.

Article 12.

TITLE AND POSSESSION

Lessor covenants that it is vested with the legal title to the demised premises and has the authority to make this lease, and that it will put the Lessee in complete and exclusive possession of the demised premises and that the Lessee, paying the rent hereby reserved and performing the covenants on its part herein contained, shall peaceably hold and enjoy the demised premises without any interruption by the Lessor or any person claiming under it.

Article 13.

AUTHORITY TO LEASE

Lessor further covenants that it has the authority to make this lease by meeting and order of the University of Texas Board of Regents and that such meeting was held in compliance with the statutes of The State of Texas.

Article 14.

NOTICES

All notices required or permitted hereunder shall be made by certified or registered mail, with return receipt requested, to the parties at their following addresses or to such other addresses as may be described in a notice from one party to the other, to-wit:

Lessor: Board of Regents of The University of Texas
System
c/o Office of Investments, Trusts, and Lands
P.O. Box 7968
Austin, Texas 78712

Lessee: Texas State Hotel, Inc.
c/o Julian M. Moss, Jr.
3120 Southwest Freeway
Suite 617
Houston, Texas

Article 15.

ASSIGNMENT AND SUBLETTING

This Lease may be assigned by Lessee to Texas State Hotel, Inc., without approval by Lessor upon assignee's assumption and agreement to pay and perform all covenants imposed on Lessee herein. Thereafter, this Lease may be

assigned or sublet, in whole or any part of the leased premises, only with the prior written consent of Lessor, which consent will not be withheld unreasonably, but the assignor or sublessor shall remain liable to Lessor for full performance of Lessee's obligations hereunder.

Article 16.

DISCLAIMER AND WAIVER OF IMPLIED WARRANTY OF HABITABILITY

NO WARRANTY OF HABITABILITY ARISES BY VIRTUE OF THIS DEED. AS PART OF THE CONSIDERATION FOR THIS LEASE AND THE SPECIFIED CONSIDERATION, LESSOR EXPRESSLY DISCLAIMS AND LESSEE EXPRESSLY WAIVES ANY IMPLIED WARRANTY OF HABITABILITY, INCLUDING PRESENT AND FUTURE CONDITIONS, WHETHER LATENT OR PATENT. LESSEE HEREBY ACKNOWLEDGES THAT LESSEE HAS EXAMINED THE LEASED PREMISES, AND ACCEPTS THEM IN THEIR EXISTING CONDITION. NO REPRESENTATIONS ARE MADE ON THE PART OF LESSOR OR ITS AGENTS AS TO THE PRESENT OR FUTURE CONDITION OF THE SAID PREMISES. LESSEE AGREES TO ORDER AND PAY FOR ALL REPAIRS AND REPLACEMENTS NECESSARY TO MAINTAIN THE PREMISES IN TENANTABLE CONDITION, AS PROVIDED FOR IN ARTICLE 6 hereof.

Article 17.

BREACH OF WARRANTY

In the event Lessor breaches its covenant of warranty as contained in Article 12 hereof, Lessee shall notify Lessor of the breach in writing within 30 days after the breach occurred; and Lessor shall have a reasonable time in which to cure any such breach of covenant or warranty hereunder. In the event same is not cured, Lessee may, as its sole and exclusive remedy, terminate this lease without further liability to the Lessor, in which event, Lessee's obligation to pay rent provided for herein shall terminate as of the date written notice is received. In no event may Lessee, upon default of payment of rentals under this lease, raise the defense of breach of warranty to excuse failure to pay rentals in a suit brought by Lessor to evict for nonpayment, except as provided above upon receipt of timely notice by Lessor.

Article 18.

WAIVER OF CONDITIONS OR TERMS

The failure of Lessor or Lessee to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this lease, except as provided otherwise in Article 17, shall not be construed as a waiver of the same or any other term, condition or undertaking.

Article 19.

CONTRACTUAL LANDLORD'S LIEN:

LESSOR HEREBY RESERVES A CONTRACTUAL LANDLORD'S LIEN AND RESERVES THE RIGHT, PURSUANT TO ARTICLE 5236(d) AND ARTICLE 5222 OF VERNON'S ANNOTATED TEXAS CIVIL STATUTES, TO SEIZE SO MUCH OF SUCH NON-EXEMPT PROPERTY OF THE LESSEE UPON THE IMPROVEMENTS ON THE LEASED PREMISES AS MAY BE NECESSARY TO SECURE PAYMENT OF UNPAID RENT OR ADDITIONAL RENT.

Article 20.

REMEDIES CUMULATIVE:

No remedy herein conferred upon or reserved to Lessor or Lessee shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, except to the extent that Articles 16 and 17 provide otherwise.

Article 21.

LESSOR'S SECURITY INTEREST

Lessee hereby grants to Lessor a security interest in and to all property of Lessee now or hereafter placed in or upon the leased premises or the improvements thereon to secure Lessor in the payment by Lessee of all rent and other sums herein agreed and provided to be paid by Lessee to Lessor. Lessee agrees to give Lessor, upon its request, a properly executed financing statement and such other documents as Lessor may deem necessary to perfect its security interest in such property. This security interest shall be in addition to and cumulative of the Landlord's lien provided herein and by the laws of the State of Texas.

Article 22.

RIGHTS OF SUCCESSORS

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

Article 23.

RIGHT TO SUPPORT:

Lessor hereby grants to Lessee during said 35 year term the right to have whatever improvements now existing or which may hereafter be erected upon the leased premises supported by the subsoil of and the minerals in and under the leased premises. The right to support herein granted shall terminate upon Lessee's failure to perform any covenant or obligation under this Lease Agreement, or upon any other termination within the contemplation of Articles 9, 10, or 11.

Article 24.

SEVERANCE OF IMPROVEMENTS

By deed of even date herewith, Lessor has conveyed to Lessee for a term and for the consideration as therein stated the building and improvements situated upon the premises herein leased. As part of the consideration for said conveyance, Lessee has executed and delivered to Lessor its promissory note in the original principal sum of \$4,559,700.00, payable as therein stated, said note being secured by vendor's lien reserved in said deed and by deed of trust of even date herewith to Linward Shivers, Trustee, to which reference is here made for all purposes. This lease shall be subject in all things to said conveyance and liens, and the remedies for default provided herein shall be cumulative of and additional to the rights of foreclosure provided in said deed and deed of trust. Lessee agrees, notwithstanding anything to the contrary

herein, that there shall be no assignment of this lease or any interest in same, whether voluntary or involuntary, to any person, firm or entity other than the then current owner of the building and improvements, and in such case, Lessee shall comply with the provisions of this lease regarding Lessor's consent to such assignment.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this the _____ day of _____, 1978.

LESSORS:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

BY: _____
Executive Director of
Investments, Trusts and Lands

ATTEST:

APPROVED AS TO CONTENT:

Mortgage and Real Estate Officer

FORM APPROVED:

University Attorney

LESSEE:

David Askanase, Trustee in Bankruptcy

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, Executive Director of Investments, Trusts and Lands of The University of Texas System, known to me to be the person and officer 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 as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of October, 1978.

Notary Public in and for
Harris County, Texas

My commission expires:

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared David Askanase, Trustee in Bankruptcy, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of October, 1978.

Notary Public in and for
Harris County, Texas

My commission expires:

B. REAL ESTATE MATTERS

1. U. T. Austin - Archer M. Huntington Museum Fund: Recommendation for Joinders in Oil and Gas Leases to Superior Oil Company on Tracts in the H. B. Littlefield Survey, Galveston County, Texas.

Recommendation

System Administration recommends that the Executive Director for Investments, Trusts and Lands be authorized to execute joinders in three separate Oil and Gas Leases to Superior Oil Company covering tracts in the H. B. Littlefield Survey, Galveston County, Texas. The first lease, dated March 1, 1978, is for a term of three years and covers 89.996 acres. The lease provides for a \$75 per acre bonus, \$10 per acre delay rental and one-fifth royalty. The second and third leases, both dated May 11, 1978, are for a term of two years and cover 6.92 acres and 45.016 acres, respectively. Both these leases provide for a bonus of \$100 per acre, delay rentals of \$10 per acre and one-fourth royalty.

Background Information

Subject land was conveyed by the Board of Regents to Terminal Industrial Land Company by deed dated March 22, 1941, in which deed the Board reserved one-half of all minerals. The grantee was given executory rights over the minerals, but the Lessee has requested joinder on behalf of the Board of Regents. Subsequent to 1941, Terminal Industrial Land Company sold portions of the original tract, thereby necessitating three separate leases as described above.

2. U. T. Austin - Recommendation for Oil and Gas Lease to Magnatex Corporation on Section 82, Block G of Gaines County, Texas.

Recommendation

The Administration recommends that the Executive Director for Investments, Trusts and Lands be authorized to execute on behalf of the Board of Regents a two-year oil and gas lease to Magnatex Corporation covering one-half of the minerals on 647 acres of Section 82, Block G, Gaines County, Texas. The proposed lease provides for one-fifth royalty, \$50 per acre bonus, and \$2 per acre delay rental.

Background Information

The Board of Regents acquired the one-half mineral interest under the terms of the will of Robert Maxey for the Thomas Shelton Maxey Professorship in Law. The other one-half of the minerals is owned by the University of the South.

Previous leases resulted in a weak oil producing well which was recompleted as a gas well in 1960 and then abandoned. This well was reentered and drilled to 5,815 feet before it was plugged and abandoned on November 11, 1976.

III. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for the Months of June and July 1978.--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 1978 was mailed on September 20, 1978, by Secretary Thedford to the members of the Board of Regents. If any questions regarding this report have been submitted, the Secretary will so report at the meeting of the Land and Investment Committee.

Committee of the Whole

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I. SPECIAL ITEMS

A. BOARD OF REGENTS

1. Proposed Amendment to Regents' Rules and Regulations, Part One, Chapter III, Section 1.8 (Academic Titles). --

RECOMMENDATION

In order for the Board to express recognition for the great honor that the award of a Nobel Prize brings to an individual and to his or her institution, System Administration recommends that upon recommendation of the institutional head involved and the President of the System the title of Regents Professor be bestowed on any member of the faculty of a component who receives or has received in the past the Nobel Prize.

To further this, it is recommended that Subsection 1.81 of Chapter III, Part One of the Regents' Rules and Regulations be amended to read as follows:

- 1.81 Except for the title Regents Professor, [F]the only titles to be used henceforth in which faculty members may hold tenure are as follows:
- (a) Professor
 - (b) Associate Professor
 - (c) Assistant Professor

and that a new Subsection 1.86 as set out below be added and the present Subsection 1.86 be renumbered 1.87:

- 1.86 Any faculty member who is awarded the Nobel Prize or who has in the past been awarded the Nobel Prize may, upon recommendation of the head of the component institution and the President of the System, be given the title Regents Professor. Because of the great honor associated with the award of a Nobel Prize, tenure is awarded to Regents Professors by virtue of the appointment to this rank.

2. Proposed Revision of Section 5, Chapter III, Part One of the Regents' Rules and Regulations [Appointment of Relatives (Nepotism Rule)]. --

RECOMMENDATION

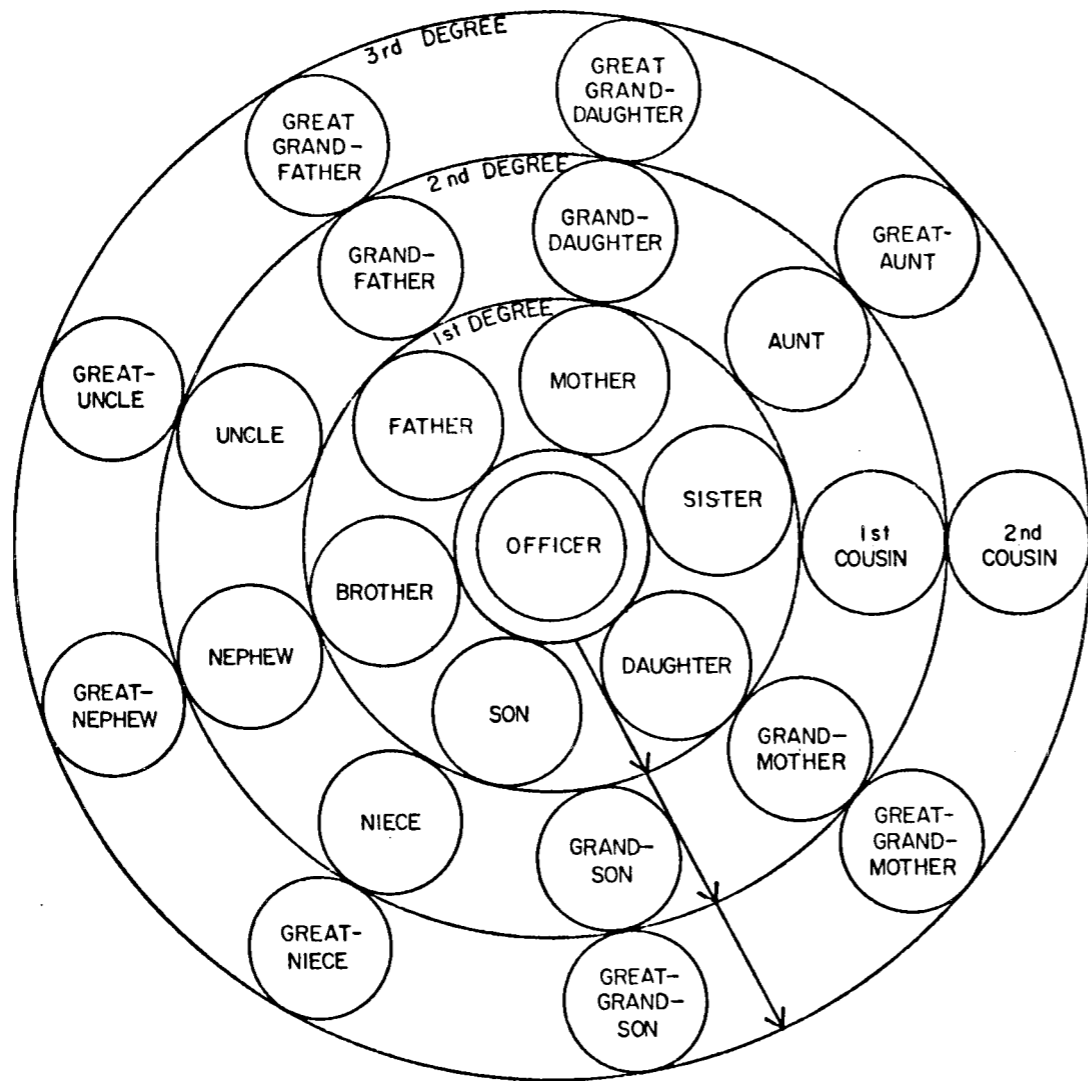
It is recommended by President Walker that Section 5, Chapter III, Part One of the Regents' Rules and Regulations be modified by deleting Sections 5.2, 5.3 and 5.4 as currently written and replaced by the following:

- 5.2 In accordance with the prohibition of Article 5996a, Vernon's Civil Statutes, no person related to any member of the Board of Regents within the second degree by affinity or within the third degree by consanguinity shall be eligible for appointment to any office, position, employment, or duty with The University of Texas System or any component institution thereof, when the salary, fee, or compensation of such appointee is to be paid, either directly or indirectly, out of public funds of any kind or character.

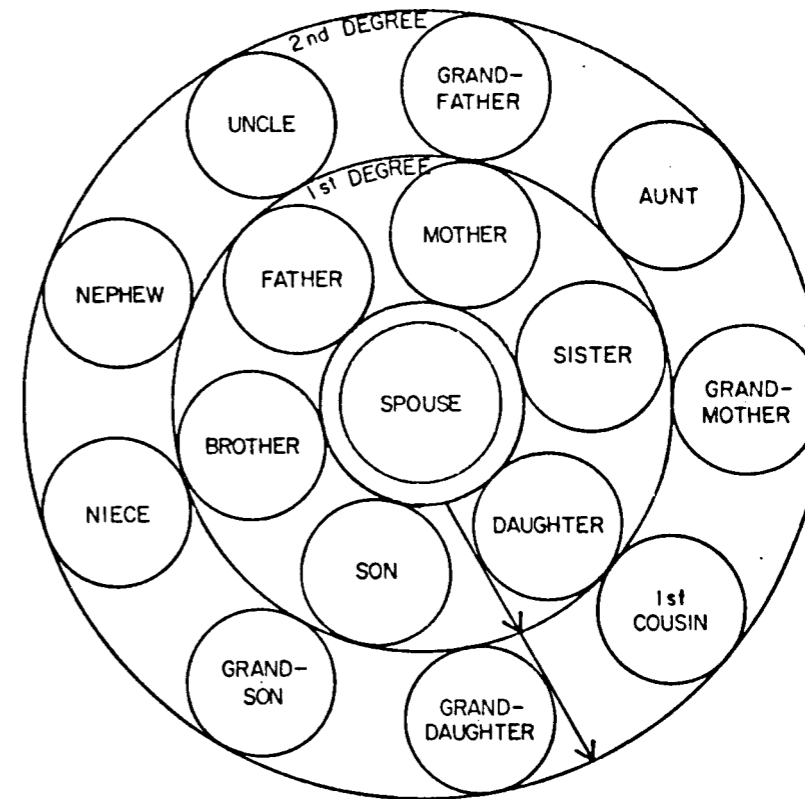
- 5.21 Article 5996a, Vernon's Civil Statutes, does not prohibit the reappointment or continued employment of any person who shall have been continuously employed in any such office, position, employment, or duty for a period of two (2) years prior to the appointment of the member of the Board of Regents related to such person within the prohibited degree, nor does it apply to prohibit honorary or nonremunerative positions.
- 5.22 Those persons related within the prohibited degrees are indicated on the charts displayed in this Section as Table I. (Page C of W 7)
- 5.23 The prohibition of Article 5996a, Vernon's Civil Statutes, applies to all programs administered under the Board of Regents and may not be waived.
- 5.3 Even though the appointment of a person would not be prohibited by Article 5996a, Vernon's Civil Statutes, no officer, official or employee of The University of Texas System may approve, recommend, or otherwise act with regard to the appointment, reappointment, promotion, or salary of any person related to such officer, official, or employee within the second degree by affinity or the third degree by consanguinity regardless of the source of funds for payment of salary.
- 5.31 If the appointment, reappointment, or promotion of a person places them under an administrative supervisor related within the above specified degree, all subsequent actions with regard to reappointment, promotion, or salary shall be the responsibility of the next highest administrative supervisor. It shall also be the responsibility of the next highest administrator to make a written review of the work performance of such employee at least annually and submit each review for approval or disapproval by the component institution's Personnel Director in the case of classified employees or the Chief Administrative Officer in the case of faculty or nonclassified employees.
- 5.32 The provisions of Section 5.31 shall apply to situations where two employees of the System marry and one spouse is the administrative supervisor of the other.
- 5.33 All situations covered by Section 5.31 shall be reported annually through the institution's docket.

BACKGROUND INFORMATION

This revision of Section 5, Chapter III, Part One will provide for easier administration, yet preserve a mechanism for insuring conformity with the intent of this Section as currently written. The revision has been approved by the Presidents of the components and the Office of General Counsel.



CONSANGUINITY KINSHIP CHART



AFFINITY KINSHIP CHART

TABLE I

3. Recommendation to Increase Amount of Board of Regents of The University of Texas System, The University of Texas at Arlington Combined Fee Revenue Bonds, Series 1978. --

RECOMMENDATIONS

President Nedderman

It is recommended by President Nedderman that the amount of the bond issue for Board of Regents of The University of Texas System, The University of Texas at Arlington Combined Fee Revenue Bonds, Series 1978 (approved at the August 4, 1978 meeting) be increased from \$3,600,000 to \$5,500,000.

System Administration joins in this recommendation.

BACKGROUND INFORMATION

Bids on the bonds will be taken on November 30, 1978, and presented to the Board for approval at the December 1, 1978 meeting. Other details remain as approved at the August 4 meeting.

4. Recommendation to Increase Amount of Board of Regents of The University of Texas System, The University of Texas at El Paso Combined Fee Revenue Bonds, Series 1978. --

RECOMMENDATIONS

President Templeton

It is recommended by President Templeton that the amount of the bond issue for Board of Regents of The University of Texas System, The University of Texas at El Paso Combined Fee Revenue Bonds, Series 1978 (approved at the August 4 meeting of the Board of Regents) be increased from \$3,500,000 to \$5,000,000.

System Administration joins in this recommendation.

BACKGROUND INFORMATION

Bids on these bonds will be taken and presented to the Board of Regents for consideration at a future meeting.

B. U. T. SYSTEM

5. Proposed New Statement of Admissions Policy for the Health Professional Schools. --

RECOMMENDATION

President Walker recommends approval of the following policy statement for admission to the health professional schools of the U. T. System to replace those statements approved at the January 11, 1958 and October 3, 1959 meetings:

Policy: Admission to a Health Professional School

Admission to a health professional school is not a right acquired by meeting the minimal entrance requirements but a privilege extended to those especially qualified applicants who give promise of becoming the best possible health professionals for the future. Selection of students is on a competitive basis, with the responsibility of selecting those best qualified delegated to an Admissions Committee which includes experienced faculty members. The Admissions Committees establish the criteria for the evaluation of applications and the selection of students to be admitted.

For those persons interested in applying for admission to a medical or dental school within The University of Texas System, the System Administration operates the Medical-Dental Application Center, located in Austin, Texas. It is the responsibility of this Center to provide administrative coordination of the application and admissions procedure for U. T. medical and dental schools. For all other health professional schools, applications must be submitted directly to the school. Each applicant is responsible for seeing that all required data, including application forms, transcripts, letters of recommendation, admission test scores and other pertinent information are received by the Medical-Dental Application Center or the specific school. Admission is offered on a provisional basis, pending satisfactory completion of all college work and any specific requirements of the admission committee.

Each of the health professional schools shall abide by any statutory requirements as to residence or other criteria. Furthermore, each health professional school shall be bound by general admission policies as detailed in Part Two, Chapter I of the Regents' Rules and Regulations. Specifically, the school shall abide by the Regents' policy against discrimination which reads as follows: "No person shall be excluded from participation in, denied the benefits of, or be subject to discrimination under any program or activity sponsored or conducted by the System or any of its component institutions, on any basis prohibited by applicable law, including, but not limited to, race, color, national origin, religion, sex or handicap."

C. U. T. AUSTIN

6. Proposed Ratification of Exception to Regents' Rules and Regulations, Part One, Chapter III, Section 5.3 (Nepotism) - Center for Intercultural Studies in Folklore and Ethnomusicology. --

RECOMMENDATIONS

President Rogers

It is requested by President Rogers that the Board of Regents ratify an exception to the Regent's Rules and Regulations, Part One, Chapter III, Section 5.3 (Nepotism) to allow the continued employment of Mrs. Beverly J. Stoeltje (Bauman) from September 1, 1978 to October 31, 1978 on an 85% time basis.

System Administration recommends approval of this request.

BACKGROUND INFORMATION

Mrs. Stoeltje (Bauman) was employed in the Center for Intercultural Studies in Folklore and Ethnomusicology as a research associate prior to her marriage in late 1977 to Dr. Richard Bauman, Director of the Center. The National Endowment for the Humanities grant under which she worked was scheduled to expire on August 31, 1978, and the employment of Mrs. Stoeltje (Bauman) would normally have been concluded at that time. Dr. Bauman has now been informed by the National Endowment for the Humanities that the grant has been extended from September 1 to October 31, 1978, to enable completion of a folk art survey of Texas. Mrs. Stoeltje (Bauman) is director of that survey and continuation of her services for this brief time is essential to successful conclusion of the work.

7. Proposed Exception to Regents' Rules and Regulations, Part One, Chapter III, Section 5.3 (Nepotism) - Mexico-United States Border Research Program. --

RECOMMENDATIONS

President Rogers

It is recommended by President Rogers that an exception be made to the Regents' Rules and Regulations, Section 5.3, Chapter III, Part One (Nepotism) so that Mrs. Geraldine Gagliano Ross may be appointed on a 50 percent time basis for the 1978-79 academic year as an Executive Assistant supported by a grant for the Mexico-United States Border Research Program.

System Administration concurs in this recommendation.

BACKGROUND INFORMATION

Mrs. Ross is the wife of Professor Stanley R. Ross, the program coordinator for the Mexico-United States Border Research Program. The granting agency has been contacted and they have no objection to the proposed arrangement. Mrs. Ross was employed by the Border Research Program prior to her recent marriage to Professor Ross and she is highly qualified and experienced in the activities of the program. Her continued service will be of benefit to the program. Any recommendations concerning the salary for Mrs. Ross will not be made by Professor Ross, but will be made by Dr. Ross' supervisor.

8. Proposed Leave of Absence Without Pay for Month of November 1978 (Regents' Rules and Regulations, Part One, Chapter III, Section 16. --

RECOMMENDATIONS

President Rogers

It is requested by President Rogers that Professor David Filvaroff, School of Law, be granted a leave of absence without pay for the month of November 1978 so that he may serve as Chief of the United States Delegation to a 35-nation international conference in Montreux, Switzerland.

System Administration recommends approval of this request.

BACKGROUND INFORMATION

The conference is an outgrowth of the Helsinki accord, formally known as the Final Act of the Conference on Security and Cooperation in Europe, which was signed by President Ford and Secretary Brezhnev in 1975. Its task is to attempt to develop acceptable legal mechanisms for peaceful settlement of international disputes. Subsequent to the conference, each nation's delegation will report to and advise their government in preparation for a general session to be held in Madrid, Spain, in 1980.

Professor Filvaroff has indicated that he wishes to accept this position and has requested leave of absence without pay for the month of November for that purpose. Dean Ernest Smith has endorsed the request and emphasizes that Professor Filvaroff's service with the Delegation will constitute an important public service to the nation and will enrich his teaching and scholarly work in the School of Law. President Rogers states that Professor Filvaroff's service as Chief of the Delegation will not constitute a conflict of interest in relation to his service as a member of the faculty.

9. Proposal to Change Name of Texas Olympic Swimming Center . --

RECOMMENDATIONS

President Rogers

It is recommended by President Rogers that the name of the Texas Olympic Swimming Center be changed to the Texas Swimming Center.

System Administration concurs in this recommendation.

BACKGROUND INFORMATION

The legal counsel for the United States Olympic Committee has indicated that the swimming facility at U. T. Austin could not legally be designated the Texas Olympic Swimming Center. The Office of General Counsel of The University of Texas System concurs that the word "Olympic" cannot be used.

10. Proposal to Rename the Winedale Stagecoach Inn. --

RECOMMENDATIONS

President Rogers

President Rogers requests approval for the proposed renaming of the Winedale Stagecoach Inn as the Winedale Historical Center.

System Administration recommends approval of this request.

BACKGROUND INFORMATION

This property, given to the University by Miss Ima Hogg, has never included an inn, and many visitors have mistakenly assumed the availability of public accommodations. The name "Winedale Historical Center" would better communicate the functions of the facility.

The Winedale property has been operated under the terms of a trust indenture dated March 25, 1965, between Miss Hogg and the members of the Board of Regents of The University of Texas as Trustees. A deed executed on that same date conveyed a portion of the property to the Trustees for the purpose expressed in the trust instrument. The trust indenture established the "Winedale Stagecoach Inn Fund" to be operated for charitable, scientific, literary, or educational purposes under the direction of the Trustees, and on July 16, 1965, the Board of Trustees adopted rules and regulations for the Fund.

According to the Office of General Counsel, the trust indenture expresses the clear desire of Miss Hogg that the Fund retain the name of Winedale Stagecoach Inn Fund. However, no language in the documents purports to govern the name under which the properties are operated. Therefore, the Office of General Counsel states that there is no legal impediment to the proposed name change.

11. College of Engineering Foundation Advisory Council: Proposed Nominee to Unfilled Term. --

RECOMMENDATIONS

President Rogers

It is recommended by President Rogers that Mr. Porter E. Thompson, Vice Chairman of Bechtel Corporation, San Francisco, California, be approved as a nominee to the College of Engineering Foundation Advisory Council at The University of Texas at Austin for a term ending in 1981.

System Administration concurs in this recommendation.

BACKGROUND INFORMATION

This term remains unfilled since the previously approved nominee declined to serve. The acceptance of this appointment by Mr. Thompson will be reported for the record at a subsequent meeting of the Board of Regents.

D. SAN ANTONIO HEALTH SCIENCE CENTER

12. Proposed Exception to Regents' Rules and Regulations, Part One, Chapter III, Section 5.3 (Nepotism). --

RECOMMENDATIONS

President Harrison

It is recommended by President Harrison that an exception be made to Part One, Chapter III, Section 5.3 (Nepotism) of the Regents' Rules and Regulations for Dr. Hubert Malherbe, Professor, Department of Microbiology and Miss Margaret Strickland-Cholmley, Assistant Instructor, Department of Microbiology, who plan to marry.

System Administration concurs in this recommendation.

BACKGROUND INFORMATION

Although Dr. Malherbe and Miss Strickland-Cholmley collaborate in research activities, this collaboration is on the basis of professional cooperation without supervision of one by the other. Dr. Alexis Shelokov, Chairman of the Department of Microbiology, will be responsible for all matters concerning appointment, salary and academic rank of each of the two faculty members.

System Administration agrees that the provision for determination of matters including salary, rank and working conditions will not involve any participation by either of the parties with respect to the other.

E. TYLER HEALTH CENTER

13. Proposed Exception to Regents' Rules and Regulations, Part One, Chapter III, Section 31.2 (Past Retirement Age). --

RECOMMENDATIONS

Superintendent Hurst

It is recommended by Superintendent Hurst that an exception be made to Part One, Chapter III, Section 31.2 of the Regents' Rules and Regulations pertaining to retirement so that the employment of Mr. William Layton, Key punch Operator III, may be continued beyond the mandatory retirement age of 65.

System Administration is in agreement with this recommendation.

BACKGROUND INFORMATION

Superintendent Hurst states:

"... I feel it is in the best interest of The University of Texas Health Center at Tyler to continue Mr. Layton's employment since he serves as an integral part of the Center's data processing operation. The operation is in a critical phase at the present time due to the conversion of our patient billing system from the Department of Health computer operation to The University of Texas Regional Computing Center. Mr. Layton has extensive knowledge of the account receivable portion of the billing system making him a valuable asset over the next few months in carefully checking the output of the converted system.

Mr. Layton has exhibited exemplary supervisory ability and enthusiasm in carrying out his assigned duties. He shows no signs of physical or mental exhaustion and is most willing and eager to continue his employment."

II. DEGREE PROGRAMS AND ACADEMIC REQUESTS

REPORT OF DEGREE PROGRAMS AND ACADEMIC REQUESTS SUBMITTED TO COORDINATING BOARD: (1) DEGREE PROGRAMS APPROVED; (2) NAME CHANGES APPROVED; (3) REQUESTS WITHDRAWN BY SYSTEM ADMINISTRATION; AND (4) REQUESTS DISAPPROVED BY COORDINATING BOARD DURING 1977-78. --

In order that the permanent record will accurately reflect those degree programs and academic requests submitted to and acted on by the Coordinating Board, Texas College and University System since the last report on April 7, 1978, Secretary Thedford reports for 1977-78: (1) those degree programs approved by the Coordinating Board; (2) name changes approved by the Board of Regents and the Coordinating Board; (3) requests approved by the Board of Regents and sent to the Coordinating Board but withdrawn by System Administration; and (4) requests approved by the Board of Regents but disapproved by the Coordinating Board:

	<u>Implementation</u>
1. <u>Approved by Coordinating Board for</u> <u>Implementation as Reflected in Letters</u> <u>from Coordinating Board</u>	
<u>U. T. Arlington</u>	
B. S. in Microbiology	1978
Master of Landscape Architecture	1978
B. S. in Computer Science and Engineering	1978
<u>U. T. Austin</u>	
M. A. in Middle Eastern Studies	1978
Simultaneous Award of Degrees of M. S. in Engineering and Master of Public Affairs*	1978
<u>U. T. San Antonio</u>	
Master of Music	1978
Master of Professional Accountancy Degree	1978
Additional Concentration under B. S. in Applied Science in Environmental Science	1978
<u>Dallas Health Science Center</u>	
M. S. in Forensic Sciences (w/stipulations)	1978

*Approved by Commissioner of Higher Education with statement "approval not necessary by Coordinating Board."

Houston Health Science Center

B. S. in Medical Technology (w/stipulations) 1978

School of Public Health

Off-Campus Course Work Leading to Master
of Public Health Degree in the San Antonio
Area 1978

San Antonio Health Science Center

Postdoctorate Certificate and Master of
Science Degree in the Specialty of
Prosthodontics 1978

Postdoctorate Certificate and Master of
Science Degree in the Specialty of
Periodontics 1978

2. Name Changes Approved by the Board of
Regents and the Coordinating Board

San Antonio Health Science Center

Department of Pedodontics Changed to
Department of Pediatric Dentistry 1978

Division of Ophthalmology Changed to
Department of Ophthalmology 1978

3. Requests Approved by the Board of Regents and
Sent to Coordinating Board but Withdrawn by
System Administration

U. T. Arlington

B. A. in History of Art

U. T. Permian Basin

M. S. in Earth Science

U. T. San Antonio

Division of Environmental Studies Changed
to Division of Public and Environmental
Management

M. S. in Urban Systems

Dallas Health Science Center

Request to Establish Department of
Gerontological Services Administration
and Department of Physician Assistants

4. Requests Approved by Board of Regents but
Disapproved by Coordinating Board

U. T. San Antonio

B. A. in Communication

M. A. in Economics

Additional Concentration under B. S. in
Applied Science in Engineering Science

III. DEVELOPMENT MATTERS

U. T. SYSTEM - REPORT OF MEMBERSHIP OR STATUS OF ORGANIZATION FOR ALL COMPONENT DEVELOPMENT BOARDS AND ADVISORY COUNCILS EFFECTIVE SEPTEMBER 1, 1978:

- (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 (Humanities, Natural Sciences, Social and Behavioral Sciences, General and Comparative Studies), College of Business Administration Foundation, School 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, General Studies and Arts and Humanities 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, Houston Medical School, Houston Dental Branch, Graduate School of Biomedical Sciences and Speech and Hearing Institute, School of Allied Health Sciences and Public Health School Advisory Councils;
- (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: Advisory Council.-- Unless otherwise indicated, membership was authorized for and nominees were designated by unanimous vote to the following development boards and advisory councils on June 9, 1978. The Administration notified the individuals nominated and reports that the following have accepted the 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	1979
**Dr. Malcolm K. Brachman, Dallas	1981
Mr. James T. Brown, Grand Prairie	1979
Mr. Arthur W. Cruse, Dallas	1979
**Mr. Rawles Fulgham, Dallas	1981
**Mr. Jenkins Garrett, Fort Worth	1981
Mr. Richard Greene, Arlington	1980
Mr. A. R. Hixson, Arlington	1979
**Mr. Burl B. Hulsey, Jr., Dallas	1981

**Mr. Dee J. Kelly, Fort Worth	1981
Mr. H. R. Poynter, Arlington	1980
**T. L. Shields, M.D., Fort Worth	1981
**Mr. Lee 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	1979
Mr. Sam Woodson, Fort Worth	1980

5 Unfilled Terms (Terms to be determined as filled)

Graduate School of Social Work Advisory Council.
 --Authorized Membership 26:

	<u>Term Expires</u>
Doris Adam, M.D., Dallas	1979
R. G. Alexander, D.D.S., Arlington	1979
*Mr. Ron Burrus, Irving	1981
Mr. Roy Dulak, Dallas	1979
Mr. Larry Eason, Fort Worth	1980
Mr. Pete Hinojosa, Fort Worth	1980
Mrs. Tommy G. Mercer, Fort Worth	1979
Rabbi Robert Schur, Fort Worth	1979
**Mr. Ralph M. Shannon, Dallas	1981
Mrs. Richard Snider, Arlington	1979
*Mr. Robert Standifer, Fort Worth	1981
*Mr. Al Stillman, Dallas	1981
*Mr. Harry Tanner, Dallas	1981
Mr. Glenn Wilkins, Fort Worth	1979
Unfilled Term	1979
Unfilled Term	1979
Unfilled Term	1979
Unfilled Term	1979
Unfilled Term	1979
Unfilled Term	1979
Unfilled Term	1979
Unfilled Term	1980
Unfilled Term	1980
Unfilled Term	1980
Unfilled Term	1980
Unfilled Term	1980

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	1979
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	1979

**Mr. Harold Patterson, Arlington	1980
**Mr. George B. Phillips, Fort Worth	1981
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. Doyle Smith, Arlington	1980
Mr. Stephen F. Smith, Dallas	1979
Mr. Liener Temerlin, Dallas	1980
Mr. J. B. Thomas, Fort Worth	1980
Mr. Merle Volding, Dallas	1979
Mr. Tom L. Walker, Dallas	1979
*Mr. Paul E. Yarbrough, Arlington	1981
Unfilled Term	1981

School of Nursing Advisory Council.
 --Authorized Membership 16:

	<u>Term Expires</u>
Mrs. Gordon Appleman, Fort Worth	1979
**Frank C. Council, M.D., Arlington	1981
Mr. R. E. Cox, III, Fort Worth	1979
*Mr. Dan Dipert, Arlington	1980
Mr. Robert W. Gerrard, Fort Worth	1980
Mr. Arthur I. Ginsburg, Fort Worth	1979
Reverend R. W. Jablonowski, Jr., Fort Worth	1980
Mrs. Kay Buck McDermott, Fort Worth	1980
Mr. Rex C. McRae, Arlington	1979
Mr. Harry A. Noah, Arlington	1979
**Mrs. J. Clark Nowlin, Fort Worth	1981
**Fred Rehfeldt, M.D., Millsap	1981
Mrs. Byron Searcy, Fort Worth	1980
Mr. Sterling Steves, Fort Worth	1979
**Mr. Bill Wagner, Bedford	1981
Unfilled Term	1980

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	1979
Captain Alan L. Bean, Houston	1980
Senator Lloyd M. Bentsen, Jr., Washington, D.C.	1980
Mr. L. L. Colbert, Birmingham, Michigan	1980
Mr. Marvin K. Collie, Houston	1979
Mr. C. W. Cook, Austin	1980
Mr. B. W. Crain, Jr., Longview	1980
Mr. Franklin W. Denius, Austin	1979
Mr. Bob R. Dorsey, Houston	1979
Mr. A. Baker Duncan, San Antonio	1980
Mr. Hayden W. Head, Corpus Christi	1980
Mr. Elton M. Hyder, Jr., Fort Worth	1979
Mr. Dan M. Krausse, Dallas	1979
Mr. Thos. H. Law, Fort Worth	Regent
	Representative
Mr. Ben F. Love, Houston	1979
Mr. Wales H. Madden, Jr., Amarillo	1980
**Mrs. Eugene McDermott, Dallas	1981
**Mr. J. Mark McLaughlin, San Angelo	1981
Mr. V. F. Neuhaus, Mission	1980
**Mr. B. D. Orgain, Beaumont	1981

Mr. Preston Shirley, Galveston	1979
Mr. Ralph Spence, Tyler	1979
Mr. Jack G. Taylor, Austin	1979
*Mrs. Jack C. Vaughn, Dallas	1981
Mr. J. D. Wrather, Jr., Beverly Hills, California	1979

School of Architecture Foundation Advisory Council.
--Authorized Membership 25:

	<u>Term Expires</u>
*Mr. Howard Barr, Austin	1980
Mr. Joseph E. Blanton, Albany	1980
Mr. Bill C. Booziotis, Dallas	1979
Mr. David R. Braden, Dallas	1979
*Mr. James A. Clutts, Dallas	1979
*Mr. Robert W. Cutler, Salado	1980
*Mr. Fred W. Day, Jr., Austin	1981
*Mr. Crawford Dunn, Dallas	1981
Mr. J. Herschel Fisher, Dallas	1979
**Mr. Joe Edward Guthrie, Dallas	1981
Mr. Norcell Haywood, San Antonio	1980
Mr. Karl Kamrath, Houston	1980
**Mr. Alwyn S. Koehler, Houston	1981
Mr. Theodore S. Maffitt, Jr., Palestine	1979
Mr. George P. Mitchell, Houston	1979
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 Pearl, Albuquerque, New Mexico	1980
Mrs. Catherine H. Powell, San Antonio	1979
**Mr. A. T. Seymour III, Fort Worth	1981
*Mr. Frank H. Sherwood, Fort Worth	1981
Mr. Charles Terry, Dallas	1979
Unfilled Term	1981

Arts and Sciences Foundation Advisory Councils (Humanities,
Natural Sciences, Social and Behavioral Sciences, General
and Comparative Studies).--Authorized Membership 36:

	<u>Term Expires</u>
<u>Humanities</u>	
*Mrs. Amon Carter, Jr., Fort Worth	1980
Dr. Clarence Cline, Austin	1980
**Mr. Ralph T. Hull, Houston	1981
Mr. Lenoir Moody Josey II, Houston	1979
Mrs. Wales Madden, Amarillo	1980
Mrs. Theodore Strauss, Dallas	1980
*Mrs. Larry E. Temple, Austin	1980
Mr. Sam P. Woodson, Jr., Fort Worth	1980
Unfilled Term	1981
<u>Natural Sciences</u>	
**Mr. Donald Baeder, Houston	1981
Dr. Roland K. Blumberg, Seguin	1979
**Mrs. Ford Boulware, San Angelo	1981
Mrs. John Cargile, San Angelo	1980
Mr. James D. Dannenbaum, Houston	1980
Mr. Richard Lucas, Berclair	1979
Mrs. Alice K. Reynolds Meyer, San Antonio	1980

**Dr. Gordon K. Teal, Dallas	1981
Unfilled Term	1979

Social and Behavioral Sciences

*Mrs. Robert B. Brinkerhoff, Houston	1981
Mr. Kenneth D. Carr, Austin	1980
Mrs. Pauline Gill Clements, Dallas	1979
**Mrs. Trammell Crow, Dallas	1981
**Mr. Harry Lee Hudspeth, El Paso	1981
**Mrs. Radcliffe Killam, Laredo	1981
Miss Nancy E. Lake, Tyler	1980
Mrs. James C. Wynne, Jr., Tyler	1980
**Mr. James H. Young, Corpus Christi	1981

General and Comparative Studies

Mr. Thomas D. Anderson, Houston	1980
Mr. R. Gordon Appleman, Fort Worth	1980
*Mr. Hall Hammond, San Antonio	1981
Mr. Lowell Lebermann, Austin	1979
Mrs. Clyde Parker, Kerrville	1979
**Mrs. William D. Seybold, Houston	1981
Mrs. William H. Snyder III, Dallas	1979
Mr. Marshall T. Steves, San Antonio	1979
Mr. Sterling W. Steves, Fort Worth	1980

College of Business Administration Foundation Advisory Council.--Authorized Membership 35:

Term Expires

Mr. Sam Barshop, San Antonio	1980
**Mr. James L. Bayless, Dallas	1981
Mr. A. C. (Ace) Black, Dallas	1979
Mr. Jack Blanton, Houston	1979
Mr. Karl Butz, Fort Worth	1979
Mr. Edwin 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, Houston	1979
Mr. William D. Kennedy, Midland	1980
Mr. Fred H. Moore, Austin	1979
**Mr. Sheldon I. Oster, Houston	1981
Mr. Robert Parker, Houston	1980
*Mrs. Anne Phillips, Frisco	1981
*Mr. James H. Polk III, El Paso	1979
*Mr. Richard Seaver, Los Angeles, California	1981
**Mr. Rex Sebastian, Dallas	1981
*Mr. Ralph Spence, Tyler	1981
**Mr. Theodore Strauss, Dallas	1981
Mr. Daniel B. Stuart, Dallas	1980
Mr. C. C. "Pete" Sublett, Houston	1980
Mr. Sam Susser, Jr., Corpus Christi	1979
Mr. Jack G. Taylor, Austin	1980
Mr. Jere W. Thompson, Dallas	1980
Mr. John Trotter, Houston	1980
*Mr. Ralph Velasco, San Antonio	1981
**Mr. C. S. Wallace, Jr., Houston	1981
**Mr. W. Duke Walser, Houston	1981
**Mr. George S. Watson, Dallas	1981
Mr. James Whitcomb, Houston	1979
Mr. Michael Wisenbaker, Midland	1980
**Mrs. Bonita Granville Wrather, Los Angeles, California	1981

School of Communication Foundation Advisory Council.
 --Authorized Membership 23:

	<u>Term Expires</u>
Mr. Pat M. Baskin, Midland	1980
Mr. William E. Berger, Austin	1980
Paul Burns, M.D., Austin	1980
Mr. Norman Campbell, Dallas	1979
**Dr. Elizabeth Carrow-Woolfolk, Houston	1981
Mr. George Christian, Austin	1980
Mr. Jackson Douglas, Fort Worth	1979
Mr. Lee Dubow, Cleveland, Ohio	1979
**Mr. Rush K. Evans, Jr., Austin	1981
**Mr. Jim Fain, Austin	1981
Mr. Richard J. V. Johnson, Houston	1979
**Mr. Bill R. Jones, Dallas	1981
*Mr. John T. Jones, Jr., Houston	1981
Mr. Roderick K. Keitz, Dallas	1980
Mr. Robert Marbut, San Antonio	1980
Mr. Wendell Mayes, Jr., Austin	1979
*Mr. Tom McCarten, Dallas	1979
Mr. A. M. Natkin, Houston	1980
*Mr. Sam W. Papert, Jr., Dallas	1981
**Mr. Wayne C. Sellers, Palestine	1981
Mr. Mike Shapiro, Dallas	1979
**Mr. Tom J. Simmons, Dallas	1981
Unfilled Term	1981

College of Education Foundation Advisory Council.
 --Authorized Membership 14:

	<u>Term Expires</u>
**Mr. Ralph Anderson, Houston	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
Mr. Richard Logan, Austin	1980
**Mrs. Hazel Jane Clements Monday, Huntsville	1981
**Mrs. Sybil Seidel, Dallas	1981
**Dr. Gordon K. Teal, Dallas	1981
**Mrs. Robert Wilkes, Austin	1981
Unfilled Term	1980
Unfilled Term	1981
Unfilled Term	1981

College of Engineering Foundation Advisory Council.
 --Authorized Membership 35:

	<u>Term Expires</u>
Mr. Fred P. Bergeron, Rockdale	1980
Mr. Z. D. Bonner, Houston	1979
Mr. Perry G. Brittain, Dallas	1979
Mr. Horace T. Chilton, Jr., Atlanta, Georgia	1980
Mr. Ernest H. Cockrell, Houston	1979
*Mr. A. R. Dudley, Houston	1981
**Mr. John H. Duncan, Houston	1981
*Mr. John T. Files, Houston	1981
Mr. Everett Jacob, Houston	1980
Mr. John V. James, Dallas	1979
**Mr. Curtis M. Klaerner, New York, New York	1981

Mr. B. J. Lancaster, Dallas	1980
Mr. James R. Lesch, Houston	1980
Mr. James P. Malott, Houston	1979
**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	1979
Mr. Robert L. Mitchell, New York, New York	1980
Mr. R. J. O'Brien, Houston	1980
Mr. E. L. Paramore, Dallas	1980
Mr. F. E. Reese, St. Louis, Missouri	1980
**Mr. C. A. Rundell, Jr., Dallas	1981
Mr. W. T. Slick, Jr., Houston	1980
Dr. Judson S. Swearingen, Los Angeles, California	1979
Mr. J. C. Vander Woude, Longview	1979
Mr. J. C. Walter, Jr., Houston	1980
Mr. T. Wayne Warren, Houston	1979
**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	 1981

College of Fine Arts Foundation Advisory Council.
--Authorized Membership 30:

	<u>Term Expires</u>
Mrs. Thomas D. Anderson, Houston	1979
**Mrs. Elizabeth B. Blake, Dallas	1981
Mrs. Phil Bolin, Wichita Falls	1979
Mrs. Marietta Moody Brooks, Austin	1980
**Miss Laura Carpenter, Dallas	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. Walter Foxworth, Dallas	1981
**Mrs. W. St. John Garwood, Austin	1981
**Dr. George S. Heyer, Jr., Austin	1981
**Miss Ann H. Holmes, Houston	1981
Mr. Edward R. Hudson, Jr., Fort Worth	1979
Mrs. Janet Jessen, Austin	1979
Mrs. Amy Freeman Lee, San Antonio	1980
Mrs. Eugene McDermott, Dallas	1980
**Mrs. Alexander J. Oppenheimer, San Antonio	1981
**Mr. Francis Prinz, Fort Worth	1981
Mrs. D. J. Sibley, Jr., Austin	1979
Mr. Robert D. Straus, Houston	1979
Mr. Robert L. Tobin, San Antonio	1979
Mr. Marshall F. Wells, Houston	1979
**Mrs. Wallace S. Wilson, Houston	1981
 Unfilled Term	 1981
Unfilled Term	1981
Unfilled Term	1981
Unfilled Term	1981

Geology Foundation Advisory Council.
 --Authorized Membership 35:

	<u>Term Expires</u>
Mr. Charles W. Alcorn, Jr., Victoria	1979
Mr. Eugene L. Ames, Jr., San Antonio	1980
Mr. J. W. Barbisch, Houston	1979
*Mr. Thomas D. Barrow, New York, New York	1981
*Mr. John F. Bookout, Houston	1981
Mr. Don R. Boyd, Corpus Christi	1979
Mr. W. Henry Cardwell, Houston	1979
**Mr. J. Ben Carsey, Houston	1981
Mr. W. Kenley Clark, Houston	1979
Mr. L. Decker Dawson, Midland	1980
Mr. Rodger E. Denison, Dallas	1979
Mr. George A. Donnelly, Jr., Midland	1979
Mr. Robert W. Eaton, Tyler	1979
*Mr. James H. Frasher, Houston	1981
Dr. George R. Gibson, Midland	1980
**Mr. William E. Gipson, Houston	1981
Mr. R. W. Heggland, Denver, Colorado	1979
Mr. John A. Jackson, Dallas	1980
**Mr. Jack K. Larsen, Amarillo	1981
Mr. John L. Loftis, Jr., Houston	1979
Mr. Ken G. Martin, Metairie, Louisiana	1980
Mr. Holland C. McCarver, Houston	1980
**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. M. Allen Reagan, Jr., Houston	1979
Mr. W. F. Reynolds, Wichita Falls	1979
*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	1979
 Unfilled Term	 1980

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 Burson, Corpus Christi	1980
**Dr. Robert R. Douglass, Austin	1981
Mr. David Henington, Houston	1980
Mr. Ray Janeway, Lubbock	1979
Mr. Harry J. Middleton, Austin	1979
Mr. Decherd Turner, Dallas	1979
Dr. Dorman Winfrey, Austin	1980
 Unfilled Term	 1981
Unfilled Term	1981

Pharmaceutical Foundation Advisory Council.

--Authorized Membership 25:

	<u>Term Expires</u>
Mr. Harlus F. Barber, Laredo	1980
Mr. W. C. Conner, Fort Worth	1979
Mr. John L. Davidson, Jr., Dallas	1979
Mr. Joe R. DeLeon, Jr., Corpus Christi	1979
*Mr. Almer Engle, Jr., Houston	1981
**Mr. Ben Mike Ethridge, San Antonio	1981
Mr. Ron Gieser, Burleson	1979
Mr. Robert A. Gude, Fort Worth	1980
Mr. Tom Gunning, El Paso	1979
Mr. Al Herrera, San Antonio	1979
Mr. Lonnie F. Hollingsworth, Lubbock	1980
**Mr. William Arlyn Kloesel, Austin	1981
**Mrs. William L. Pipkin, Bryan	1981
Mr. Glenn Smith, Waco	1979
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	1979
Mr. Tim L. Vordenbaumen, Sr., San Antonio	1979
Mr. Eugene L. Vykukal, Dallas	1979
Mr. Neill B. Walsdorf, San Antonio	1979
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 20:

	<u>Term Expires</u>
Mr. Tom Backus, Austin	1980
Mr. Ernest M. Briones, Corpus Christi	1980
Mr. John L. Cardenas, San Antonio	1979
Mrs. Jim Fain, Austin	1979
*Mrs. Bitty Gladstone, El Paso	1981
Dr. Wayne Holtzman, Austin	1980
*Mr. Glendon Johnson, Galveston	1979
**Mr. Jacob H. Kravitz, Dallas	1981
Mrs. Margaret Magness, Austin	1979
Mr. James J. Miller, Austin	1979
Mrs. Carole Pinkett, Baton Rouge, Louisiana	1980
*Mr. Leon Rabin, Dallas	1981
Mr. Victor Ravel, Austin	1980
Mr. Henry X. Salzberger, Dallas	1979
*Mr. Phil Dowell Strickland, Dallas	1981
Mr. A. Fred Swearingen, Corpus Christi	1979
**Mrs. Jack Rice Turner, Corpus Christi	1981
*Dr. Carolyn Dixon Wells, Houston	1981
*Mr. Larry Farish York, Houston	1981

Unfilled Term 1980

McDonald Observatory Advisory Council.--Authorized Membership 29:

	<u>Term Expires</u>
*Mr. Morris Atlas, McAllen	1981
Mr. Rex G. Baker, Jr., Sugar Land	1979
Dr. Roland K. Blumberg, Seguin	1980
H. F. Connally, Jr., M.D., Waco	1980

**Mr. John W. Cox, La Jolla, California	1981
Mr. Louis T. Getterman, Jr., Waco	1979
Mr. S. T. Harris, Dallas	1980
**Mr. Houston Harte, San Antonio	1981
**Mr. Leroy Jeffers, Houston	1981
Mr. Jack Josey, Houston	1979
Mr. James Kaster, El Paso	1979
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
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. Chester Higbee Taylor, Jr., Houston	1979
Mr. Curtis T. Vaughan, San Antonio	1979
Mr. Josiah Wheat, Woodville	1980
Mr. John Wildenthal, Houston	1980
*Mr. Sam Yanagisawa, Garland	1981
Unfilled Term	1981
Unfilled Term	1981
Unfilled Term	1981

School of Nursing Advisory Council.--Authorized Membership 15:

	<u>Term Expires</u>
Mr. Cleve Bachman, Beaumont	1979
*Mrs. Lola Bell, Austin	1981
*James C. Cain, M.D., Rochester, Minnesota	1981
Mrs. Joe Christie, Austin	1979
Mrs. J. E. Connally, Abilene	1979
*Armando Cuellar, M.D., Weslaco	1981
*Mr. David Davenport, Austin	1980
Max E. Johnson, M.D., San Antonio	1980
**Mrs. Patrick J. Nugent, Austin	1981
Mrs. John R. Rainey, Jr., Austin	1979
*Mr. Thomas M. Reavley, Austin	1980
*Mr. Louis F. Shanks, Austin	1981
*Mr. Earl E. Walker, Shrewsbury, Missouri	1980
Unfilled Term	1979
Unfilled Term	1980

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	1979
Mr. Cecil E. Burney, Corpus Christi	1979
*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	1979
*Dr. Enio Feliciotti, Englewood Cliffs, New Jersey	1979
**Mrs. Jane Flato, Corpus Christi	1981

Mr. Hugh Halff, Jr., San Antonio	1979
Mr. Edward H. Harte, Corpus Christi	1980
Mr. Hayden W. Head, Corpus Christi	1979
Mr. Paul K. Herder, San Antonio	1979
*Mr. George C. Hixon, San Antonio	1980
Mr. John C. Holmgreen, San Antonio	1980
Mr. D. Michael Hughes, Houston	1979
Mrs. Lyndon B. Johnson, Stonewall	1979
*Mr. Richard P. Keeton, Houston	1980
**Mr. Harris L. Kempner, Jr., Galveston	1981
Mrs. Mary Lewis Kleberg, Kingsville	1979
Mrs. Walter W. McAllister, Jr., San Antonio	1980
Mr. Frank W. McBee, Austin	1980
**Mr. William Negley, San Antonio	1981
**Mr. V. F. Neuhaus, Mission	1981
**Mr. A. Chauncey Newlin, New York, New York	1981
**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	1979
**Mr. Gale White, Weimar	1981
Mr. Charles Worthen, Galveston	1979
Unfilled Term	1980

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	1979
Mr. A. Earl Cullum, Jr., Dallas	1980
Mr. Robert W. Decherd, Dallas	1979
Mr. Sol Goodell, Dallas	1979
**Mr. James B. Goodson, Dallas	1981
**Mr. Morris Hite, Dallas	1981
Mr. Robert E. Hollingsworth, Dallas	1979
Mr. Jack B. Jackson, Richardson	1980
Mr. George W. Jalonick IV, Dallas	1980
Mr. Gifford K. Johnson, Dallas	1979
**Mr. Philip R. Jonsson, Dallas	1981
Mr. Jack B. Krueger, Dallas	1980
**Mrs. William W. Lynch, Dallas	1981
Mr. Richard K. Marks, Dallas	1979
**Mr. Mark Martin, Dallas	1981
Mr. Avery Mays, Dallas	1979
Mr. Mike A. Myers, Dallas	1980
Mr. W. Lee Sinclair, Dallas	1980
Mr. James M. Spellings, 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	1979
Unfilled Term	1981

Advisory Council for the School of Management and Administration.--Authorized Membership 25:

	<u>Term Expires</u>
**Mr. Ernest T. Baughman, Dallas	1981
Mr. James G. Blanchette, Jr., Dallas	1980
Mr. William E. Cooper, Dallas	1979
**Mr. Joe M. Dealey, Jr., Dallas	1981

Mr. John F. Eulich, Dallas	1980
Mr. Jerry Farrington, Dallas	1979
Mr. Richard I. Galland, Dallas	1979
Mr. Thomas C. Hayman, Dallas	1979
**Mr. Norman B. Keider, Lake Forest, Illinois	1981
**Mr. James B. Lendrum, Dallas	1981
Dr. Kal A. Lifson, Dallas	1980
Mr. Raymond D. Nasher, Dallas	1979
Mr. Jack O'Callaghan, Dallas	1979
Mr. W. Dewey Presley, Dallas	1980
**Mr. Jay R. Reese, Dallas	1981
**Mr. William H. Seay, Dallas	1981
**Mr. Rex A. Sebastian, Dallas	1981
Mr. George W. Sullivan, Dallas	1980
**Mr. James R. Voisinet, Dallas	1981
**Mr. C. Lee Walton, Dallas	1981

Unfilled Term	1979
Unfilled Term	1979
Unfilled Term	1980
Unfilled Term	1980
Unfilled Term	1980

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	1979
**Mrs. A. Earl Cullum, Jr., Dallas	1981
**Mr. Robert B. Cullum, Dallas	1981
Dr. Milton K. Curry, Jr., Dallas	1980
Mr. A. I. Davies, Dallas	1979
**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	1979
Miss Nelle Johnston, Dallas	1979
Mr. Erik Jonsson, Dallas	1980
**Mr. Ben A. Lipshy, Dallas	1981
Dr. Aris A. Mallas, Jr., Austin	1980
Dr. Walter Rosenblith, Cambridge, Massachusetts	1979
Mr. Herbert G. Schiff, Dallas	1979
**Dr. Frederick Seitz, New York, New York	1981
Mr. Harry A. Shuford, Dallas	1979
Mr. Pat Y. Spillman, Dallas	1980
**Mr. C. A. Tatum, Jr., Dallas	1981
Mr. Carl J. Thomsen, Dallas	1979
**Mr. R. L. Thornton, Jr., Dallas	1981
**Mrs. Jack C. Vaughn, Dallas	1981

Unfilled Term	1981
Unfilled Term	1979

Advisory Council for General Studies.--Authorized Membership 25:

	<u>Term Expires</u>
Ms. Anne Blocker, Dallas	1980
Mr. Sam Bloom, Dallas	1979
**Mr. Carlyle H. Chapman, Jr., Dallas	1981
Mr. Clyde Clark, Dallas	1980
Mr. Roy E. Dulak, Dallas	1980
Ronald F. Garvey, M.D., Dallas	1979

Mr. Kenneth P. Johnson, Dallas	1980
Mr. David Kaplan, Richardson	1980
Reverend W.B.J. Martin, Dallas	1980
Mrs. Mamie McKnight, Dallas	1979
**Mr. Edward J. Pfister, Dallas	1981
Mr. Ernest H. Randall, Jr., Richardson	1980
Mrs. Martha Ritter, Richardson	1979
**Mrs. Hortense Sanger, Dallas	1981
Reverend Louis Saunders, Dallas	1980
**Mr. Al Stillman, Dallas	1981
**Miss Rhobia Taylor, Dallas	1981
Mrs. Julius Wolfram, Dallas	1980
**Mr. Hector Zamorano, Dallas	1981
Unfilled Term	1979
Unfilled Term	1979
Unfilled Term	1979
Unfilled Term	1979
Unfilled Term	1981
Unfilled Term	1981

Advisory Council for Arts and Humanities.--Authorized Membership 25:

	<u>Term Expires</u>
Mr. Jac Alder, Dallas	1980
**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	1979
Mr. S. Roger Horchow, Dallas	1980
**Mrs. William Jagoda, Dallas	1981
**Mrs. Bartram Kelley, Dallas	1981
Mr. Milton P. Levy, Jr., Irving	1979
**Mrs. Edward Marcus, Dallas	1981
Mr. Harry S. Parker III, Dallas	1979
Ms. Janet Spencer, Dallas	1980
Mrs. Theodore H. Strauss, Dallas	1979
Mr. Henry Taylor, Dallas	1980
Mr. Liener Temerlin, Dallas	1979
Mr. Lon Tinkle, Dallas	1980
Mr. Jerrold M. Trim, Dallas	1979
Mr. J. T. Whatley, Dallas	1979
Mr. Addison Wilson III, Dallas	1980
**Mr. Robert A. Wilson, Dallas	1981
Unfilled Term	1979
Unfilled Term	1980

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	1979
Mr. Marion S. Bell, El Paso	1979
**Mr. Julian Bernat, El Paso	1981
Gordon L. Black, M.D., El Paso	1979
Mr. Jack V. Curlin, El Paso	1979
**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	1979
Mrs. Robert F. Haynsworth, El Paso	1979
Mr. Robert C. Heasley, El Paso	1979
Mr. Fred Hervey, El Paso	1979
**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	1979
Mr. L. A. Miller, El Paso	1979
Mr. W. H. Orme-Johnson, Jr., El Paso	1980
Mr. Jose G. Santos, El Paso	1980
Mr. Edward F. Schwartz, El Paso	1980
Mr. Tad R. Smith, El Paso	1979
**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. Claude W. Brown, McCamey	1979
*Mr. John A. Currie, Big Spring	1981
Mr. J. Conrad Dunagan, Monahans	1980
**Mr. Mel Z. Gilbert, Snyder	1981
Mr. Norvell W. Harris, Odessa	1979
Mr. Ray F. Herndon, Jr., Midland	1979
Mr. Stanley C. Moore, Midland	1979
**Mr. W. D. Noel, Odessa	1981
Mr. Charles R. Perry, Odessa	1979
**Mr. Joe Pickle, Big Spring	1981
**Mr. James Roberts, Andrews	1981
Mr. Louis Rochester, Odessa	1980
Mr. W. F. Roden, Midland	1979
Mr. E. M. Schur, Odessa	1980
Mrs. Richard C. Slack, Pecos	1980
Unfilled Term	1980
Unfilled Term	1981

8 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	1979
Dr. Roland K. Blumberg, Seguin	1979
Mrs. Lutcher Brown, San Antonio	1980
Mr. Richard W. Calvert, San Antonio	1979
Mr. Hugh K. Foster, San Antonio	1980
Mr. Gordon N. George, San Antonio	1979
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	1979
Mr. Quincy Lee, San Antonio	1979
Mr. Bernard L. Lifshutz, San Antonio	1980
Gen. Robert F. McDermott, San Antonio	1980
Mr. Lewis J. Moorman, Jr., San Antonio	1979
**Mr. Harold E. O'Kelley, San Antonio	1981

**Mr. Jesse H. Oppenheimer, San Antonio	1981
Mr. Scott Petty, Jr., San Antonio	1979
Mr. C. Linden Sledge, San Antonio	1980
**Mr. John T. Steen, San Antonio	1981
**Mr. Curtis Vaughan, Jr., San Antonio	1981
Unfilled Term	1980
Unfilled Term	1981
Unfilled Term	1981
Unfilled Term	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	1979
*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	1979
Dr. Lyman R. Fink, San Antonio	1979
Mrs. Katherine N. Folbre, San Antonio	1980
Mr. Gordon N. George, San Antonio	1979
*Mr. George F. Golder, San Antonio	1980
*Mr. Alex H. Halff, San Antonio	1979
*Mr. James L. Hayne, San Antonio	1981
Mr. Marvin M. Kline, San Antonio	1980
Mr. Quincy Lee, San Antonio	1980
Mr. Steven Q. Lee, San Antonio	1979
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	1979
*Gen. John W. Roberts, San Antonio	1980
Miss M. Sue Schoolfield, San Antonio	1979
Mr. Robert H. Seal, San Antonio	1979
Mr. C. Linden Sledge, San Antonio	1980

2 Unfilled Terms (Terms to be determined as filled)

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>
*George P. Bachman, M.D., Seguin	1980
Mrs. William H. Bauer, La Ward	1980
***Mrs. Dolores Bolin, Wichita Falls	1980
George Valter Brindley, Jr., M.D., Temple	1979
**H. Frank Connally, Jr., M.D., Waco	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
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	1979
**Mr. Sealy Hutchings, Jr., Galveston	1981
Mr. Harris Kempner, Galveston	1980
**Thomas D. Kirksey, M.D., Austin	1981
T. C. Lewis, Jr., M.D., Sherman	1979
David McMahon, Jr., M.D., San Antonio	1979
***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	1979
C. M. Phillips, M.D., Levelland	1979
**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	1979
***Mr. James C. Storm, Corpus Christi	1980
L. S. Thompson, Jr., M.D., Dallas	1979
Courtney M. Townsend, M.D., Paris	1979
**Jim M. Vaughn, M.D., Tyler	1981
*Mr. Carmage Walls, Houston	1980
Mr. John M. Winterbotham, Houston	1979
Mr. Sam P. Woodson, Jr., Fort Worth	1980
Unfilled Term	1980
Unfilled Term	1980

(Triple asterisks: On August 4, 1978 nominations of those individuals indicated by triple asterisks were approved by the Board of Regents)

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. James A. Baker III, Houston	1979
Mr. William K. Bruce, Houston	1979
Mr. Hugh Q. Buck, Houston	1979
Mr. John Cater, Houston	1980
Mrs. John S. Chase, Houston	1979
Mr. Joseph S. Cullinan II, Houston	1979
Mr. Jack Currie, Houston	1980
Mr. Harold Decker, Houston	1979
Mr. Robert P. Doherty, Jr., Houston	1979
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	1979
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	1979
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	1979
Mr. Ed Randall III, Houston	1981
Mr. Theodore C. Rogers, Houston	1979
Mr. Pat R. Rutherford, Jr., Houston	1981
Mr. Robert A. Shepherd, Jr., Houston	1979
Mrs. W. R. (Randy) Smith, Houston	1980
Mr. Weldon H. Smith, Houston	1980
Mr. Robert Stewart, Jr., Houston	1980
Mr. Raybourne Thompson, Sr., Houston	1979
Mrs. Felix Tijerina, Houston	1979
Mrs. Jack T. Trotter, Houston	1979
Mr. Neal O. Wade, Jr., Houston	1979
Mr. Jack Weingarten, Houston	1979
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

Acting President Truman G. Blocker, Jr., Houston	No Fixed Term
Vice President for Business Affairs Mr. G. Charles Franklin, Houston	No Fixed Term

The foregoing members have been previously approved by the Board of Regents at the following meetings:

- (a) September 12, 1975
- (b) November 11, 1977
- (c) February 10, 1978
- (d) June 9, 1978

Houston Medical School, Houston Dental Branch, Graduate School of Biomedical Sciences and Speech and Hearing Institute, School of Allied Health Sciences, and Public Health School Advisory Councils.

These advisory councils are in the process of initial organization; nominees are not being presented at this time.

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

Development Board.--This development board is in the process of initial organization; nominees are not being presented at this time.

11. The University of Texas System Cancer Center

Board of Visitors of University Cancer Foundation.
--Authorized Membership 25:

	<u>Term Expires</u>
Mr. Max E. Banks, Amarillo	1980
**Mrs. Camilla Blaffer, Houston	1981
Mr. Lester Clark, Breckenridge	1979
**Mr. Ernest H. Cockrell, Houston	1981

Mr. Roy H. Cullen, Houston	1980
Mr. Ernest Deal, Houston	1980
Mr. Leroy G. Denman, Jr., San Antonio	1980
Mrs. Charles K. Devall, Kilgore	1979
Mr. Paul R. Haas, Corpus Christi	1979
Mr. Hub Hill, Dallas	1979
*Mr. Thad T. Hutcheson, Jr., Houston	1981
**Mr. J. K. Jamieson, Houston	1981
Mr. Belton K. Johnson, San Antonio	1979
Mr. Lenoir Josey, Houston	1980
Mr. Charles H. Leavell, El Paso	1980
Mr. Ben F. Love, Houston	1979
*Mr. Lewis F. Lyne, Dallas	1981
Mr. Richard Merrill, Houston	1980
Mr. Robert Mosbacher, Houston	1979
*Mr. W. D. Noel, Odessa	1981
Mr. P. H. Robinson, Houston	1980
Mr. Nat S. Rogers, Houston	1980
*Mrs. William D. Seybold, Houston	1981
*Mr. Robert R. Shelton, Kerrville	1981
*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

Advisory Council.--Authorized Membership 25:

	<u>Term Expires</u>
**Mrs. Raye Virginia Allen, Temple	1981
Mr. Joe Belden, Dallas	1980
Mr. Bob Brinkerhoff, Houston	1979
Mrs. Bob Brinkerhoff, Houston	1979
**Mrs. Dolph Briscoe, Uvalde	1981
**Frank Connally, M.D., Waco	1981
Governor John B. Connally, Floresville and Houston	1979
Mr. Bob R. Dorsey, Houston	1980
Mr. Leonel Garza, Sr., Brownsville	1979
Mrs. John Henderson, Lufkin	1980
Mrs. Don Kaspar, Shiner	1980
Mr. Harris L. Kempner, Galveston	1979
Mrs. Harris L. Kempner, Galveston	1979
**Dr. John T. King, Austin	1981
Mr. Tom Lea, El Paso	1979
**Mr. Max Mendel, Laredo	1981
Mrs. Nancy Negley, San Antonio	1979
Mr. Vernon F. Neuhaus, Sr., Mission	1980
**Mr. Herbert C. Petry, Carrizo Springs	1981
Mr. John Ben Shepperd, Odessa	1979
**Mrs. Josephine Sparks, Corpus Christi	1981
Mr. H. B. (Pat) Zachry, San Antonio	1980

3 Unfilled Terms (Terms to be determined when filled)

Ex Officio Members

Regent Edward Clark
Regent Walter G. Sterling

IV. SCHEDULED MEETINGS AND EVENTS. --Below is a schedule of meetings and events: The Board of Regents has previously scheduled the following meeting:

November 30 - December 1, 1978
in Austin

Holidays Scheduled

- November 23-24, 1978
- December 25-27, 1978
- January 1, 1979
- March 2, 1979
- April 13, 1979 (1/2 Day)
- May 28, 1979
- July 4, 1979

Events

- | | |
|-------------------|--|
| October 20, 1978 | Distinguished Alumni Awards |
| October 27, 1978 | Law School Foundation Meeting - U. T. Austin |
| November 11, 1978 | Dad's Day - U. T. Austin |
| March 22-24, 1979 | Annual Homecoming Galveston Medical Branch |

1978

S	M	T	W	T	F	S
OCTOBER						
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						
			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						
				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						

1979

S	M	T	W	T	F	S
JANUARY						
	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						
				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			
MARCH						
				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

1978 Football Schedules

U. T. Arlington

Oct. 21	Lamar at Beaumont	2:00 p. m.
Oct. 28	Arkansas State at Arlington-Cravens	7:30 p. m.
Nov. 4	NW Louisiana at Arlington-Cravens	7:30 p. m.
Nov. 18	McNeese State at Lake Charles	7:30 p. m.

U. T. Austin

Oct. 21	Arkansas at Austin	2:00 p. m.
Oct. 28	S. M. U. at Austin	2:00 p. m.
Nov. 11	Houston at Austin	2:00 p. m.
Nov. 18	T. C. U. at Fort Worth	2:00 p. m.
Nov. 25	Baylor at Waco	2:00 p. m.
Dec. 2	Texas A&M at Austin	2:00 p. m.

U. T. El Paso

Oct. 21	Brigham Young at Provo	1:30 p. m.
Oct. 28	New Mexico at El Paso	7:30 p. m.
Nov. 4	Hawaii at Honolulu	7:30 p. m.
Nov. 11	Utah at El Paso	7:30 p. m.
Nov. 18	Nevada-Las Vegas at Las Vegas	7:30 p. m.
Nov. 25	Wyoming at El Paso	7:30 p. m.

COMMITTEE OF THE WHOLE

EMERGENCY ITEMS

October 19-20, 1978

Page
C of W

U. T. ARLINGTON

Proposed Land Acquisition and Retirement of Existing Mortgages for Improvements Thereon and Previous Acquisitions and Appropriation Therefor

Below

Documentation

U. T. ARLINGTON

Proposed Land Acquisition and Retirement of Existing Mortgages for Improvements Thereon and Previous Acquisitions and Appropriation Therefor. --

RECOMMENDATION

Contingent upon the authorization for the sale of Board of Regents of The University of Texas System, The University of Texas at Arlington, Apartment Revenue Bonds, Series 1978 in the amount of \$1,500,000, President Nedderman and System Administration recommend that the Board appropriate the \$1,500,000 bond proceeds and \$214,000 from Unappropriated Plant Funds - Ad Valorem Tax proceeds, for the following purposes previously authorized by the Board:

- (1) Purchase of two tracts of land on which are located the Pisces Apartments and Capricorn Apartments at a price not to exceed \$1,050,000.
- (2) Retirement of existing 9½% mortgages in the approximate amount of \$650,000, which mortgages were assumed by U. T. Arlington upon acquisition of three apartment complexes: Cooper South Apartments, West Apartments, and Border West Apartments.
- (3) Payment of fees of the Bond Counsel, Bond Consultant, printing of bonds and other necessary miscellaneous costs estimated not to exceed \$14,000.

Of the \$214,000 appropriated above from Unappropriated Plant Funds -- Ad Valorem Tax Funds, the amount of \$92,812 is a reappropriation from funds previously appropriated for land acquisition and which is now on deposit with the 67th District Court of Tarrant County in condemnation proceedings for acquisition of the right-of-way portion of the two tracts of land mentioned above.

BACKGROUND INFORMATION

At its meeting on August 3-4, 1978, the Board of Regents approved the necessary actions to acquire the land and improvements listed in (1) above, the retirement of existing mortgages listed in (2) above, and the employment of Bond Counsel and Bond Consultant to accomplish these purposes by issuance of revenue bonds or notes, with payment of fees for such services as set forth in (3) above.

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 19, 1978 - If unfinished items will be continued
on October 20, 1978

Time: 1:00 p. m.

Place: Regents' Committee Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

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Documentation

1. Pending or Contemplated Litigation - Section 2(e)

2. Land Acquisition and Negotiated Contracts - Section 2(f)
 - a. U. T. System: Leases on West Texas Lands. --

 - b. U. T. Austin: Shuttle Bus Contract. --

 - c. Houston Health Science Center: Proposed Acquisition of President's Residence. --

RECOMMENDATION

It is recommended by System Administration that Lot 18, Block 4, Country Squire Estates, Piney Point Village, Harris County, Texas, together with improvements, be purchased as the official residence for the President of the Houston Health Science Center. The total cost of the property is \$430,000 with \$200,000 to be paid from funds of the Houston Health Science Center and \$230,000 from Account Number 64-1934.

- d. University Cancer Center: Proposed Acquisition of President's Residence. --

e. University Cancer Center: Relating to Mortgage of Punta Gorda Isles, Inc., on Florida Lands:

- (1) Request for Approval and Execution of Quitclaim Deed of System Interest in 60 Feet Wide by 8,000 Feet Long Tract to Punta Gorda Isles, Inc., Which Land Connects and Gives Access to the Punta Gorda Isles, Inc., Land from Florida State Road 74. --

BACKGROUND INFORMATION AND RECOMMENDATION

At its April 6, 1978, meeting, the Board of Regents, acting in that capacity and in the capacity of Trustees of the University Cancer Foundation, approved certain System Administration recommendations (with express Special Committee approval) with respect to rearrangement of the Punta Gorda Isles, Inc. note, mortgage, and other corollary matters.

Included in the arrangement transaction was PGI's right to sell tracts of 500 acres of land, or more, and to receive partial releases of liens as to such tracts, provided that the System received from PGI a principal payment in an amount which will be the greater of: (a) \$350.00 per acre of the released tract, or (b) the gross selling price of such tract, less reasonable closing costs, sales expenses and commissions (the aggregate of which may not exceed 25% of the gross price) for such tract. In addition, at the time of such principal payment, PGI will pay all interest accrued and unpaid on that portion of the principal.

PGI has informed System Administration that it now desired to sell 23,000-24,000 acres of the Florida land and anticipates closing the transaction before the next Board of Regents' meeting. In connection with the proposed sale, PGI requests the Boards, in the capacity indicated above, to quit claim to PGI a tract of land 60 feet wide by 8,000 feet long, which connects and gives access to the PGI land from Florida State Road 74.

It should be noted that the access easement was acquired by the M. S. and Lillie A. Johnson Foundation on February 7, 1966. On March 25, 1969, the Foundation gave the 53,051 acres of Florida land to the Board, "together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining", which land was later conveyed to PGI, on June 20, 1972, with the same above quoted language. However, on January 26, 1977, the Foundation, by specific gift deed, conveyed the access easement to the Board. It is the opinion of counsel that the access easement could be included in the 1969 and 1972 conveyances and "appurtenances" to the 53,051 acres, but, due to the timing and specificity of the 1977 gift deed, the best way to convey the access easement is by quit claim deed to PGI.

System Administration recommends that the Board of Regents approve the attached Quit Claim Deed and authorize the execution of the Deed by the Chairman of each of the said Boards (or by any other member of said Boards in case of the Chairman's absence or unavailability) for delivery subject to the approval of the closing transaction and documents of the proposed sale by the General Counsel.

QUIT CLAIM DEED

THE STATE OF FLORIDA)
)
THE COUNTY OF CHARLOTTE)

KNOW ALL MEN BY THESE PRESENTS:

That we, ALLAN SHIVERS, DAN C. WILLIAMS, JAMES E. BAUERLE, D.D.S., JANE WEINERT BLUMBERG, EDWARD CLARK, STERLING H. FLY, JR., M.D., JESS HAY, THOS. H. LAW and WALTER G. STERLING, constituting the Board of Regents of The University of Texas System and as Trustees of the University Cancer Foundation as created by Trust Agreement dated November 7, 1957, as amended by instrument dated October 30, 1970, hereinafter called GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) cash to us in hand paid by PUNTA GORDA ISLES, INC., a Florida corporation, hereinafter called GRANTEE, the receipt of which is hereby acknowledged and confessed, have DEMISED, RELEASED, and QUIT CLAIMED and by these presents do DEMISE, RELEASE and QUIT CLAIM unto said GRANTEE all the right, title, interest, claim and demand which GRANTOR has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Charlotte, State of Florida, to-wit:

A strip of land 60 feet wide from West to East, running parallel to the West boundary line of Sections 31 and 30, in Township 40 South, Range 27 East, in Charlotte County, Florida, beginning at the intersection of the West boundary line of Section 31 with State Road 74 and ending at the intersection of the West boundary line of Section 30, at the Southwest Corner of Section 19, in said Township and Range.

TO HAVE AND TO HOLD the above described premises together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all of the estate, right, title, interest, lien, equity and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit and behoof of the said GRANTEE forever.

IN WITNESS WHEREOF, we have caused the same to be signed and the seal of The University of Texas System to be placed hereon this _____ day of _____, 1978.

ATTEST:

Secretary

Allan Shivers

WITNESS:

Dan C. Williams

James E. Bauerle, D.D.S.

Jane Weinert Blumberg

Edward Clark

Sterling H. Fly, Jr., M.D.

Jess Hay

Thos. H. Law

Walter G. Sterling

AS CONSTITUTING THE BOARD OF
REGENTS OF THE UNIVERSITY OF
TEXAS SYSTEM AND AS TRUSTEES OF
THE UNIVERSITY CANCER FOUNDATION

(2) Request for Approval and Execution of Partial Release of Mortgage for Delivery at Proposed Close of 23,000-24,000 Acres Sale of Florida Land from Punta Gorda Isles, Inc., to DeSoto Land and Cattle Company. --

BACKGROUND INFORMATION AND RECOMMENDATION

At its April 6, 1978, meeting, the Board of Regents, acting in that capacity and in the capacity of Trustees of the University Cancer Foundation, approved certain System Administration recommendations (with express Special Committee approval) with respect to rearrangement of the Punta Gorda Isles, Inc. note, mortgage, and other corollary matters.

Included in the rearrangement transaction was PGI's right to sell tracts of 500 acres of land, or more, and to receive partial releases of liens as to such tracts, provided that the System received from PGI a principal payment in an amount which will be the greater of: (a) \$350.00 per acre of the released tract, or (b) the gross selling price of such tract, less reasonable closing costs, sales expenses and commissions (the aggregate of which may not exceed 25% of the gross price) for such tract. In addition, at the time of such principal payment, PGI will pay all interest accrued and unpaid on that portion of the principal.

PGI has informed System Administration that it now desires to sell 23,000-24,000 acres of the Florida land to Desoto Land and Cattle Co., Inc., and anticipates closing the transaction before the next Board of Regents' meeting.

System Administration recommends that the Board of Regents approve the attached Partial Release of Mortgage and authorize the execution of the document and other documents necessary to effectuate and close the proposed sale, by the Chairman of each of the said Boards (or by any other member of said Boards in case of the Chairman's absence or unavailability) for delivery subject to the approval of the closing transaction and documents of the proposed sale by the General Counsel.

PARTIAL RELEASE OF MORTGAGE

THE STATE OF FLORIDA §
 §
COUNTY OF _____ §

WHEREAS, PUNTA GORDA ISLES, INC., a Florida corporation ("PGI"), by Indenture of Mortgage dated June 20, 1972, recorded in O.R. Book 392, Page 143, Records of Charlotte County, Florida; O.R. Book 83, Page 541, Records of DeSoto County, Florida; and O.R. Book 408, Page 388, Records of Highlands County, Florida, (which Indenture of Mortgage, together with all amendments thereto is hereinafter referred to as the "Mortgage") granted and conveyed unto John Peace, Frank N. Ikard, Frank C. Irwin, Jr., Jenkins Garrett, Claudia Taylor Johnson, Joe M. Kilgore, A. G. McNeese, Jr., Joe T. Nelson, M.D., and Dan C. Williams, and their successors in office, as constituting the Board of Regents of the University of Texas System and as Trustees of the University Cancer Foundation as created by Trust Agreement dated November 7, 1957, as amended by instrument dated October 30, 1970 (the "Boards");

WHEREAS, the Mortgage has been amended by agreements by and between PGI and the Boards dated July 16, 1976 and as of April 10, 1978, recorded in the Official Records of Charlotte, DeSoto and Highlands Counties, Florida;

WHEREAS, the Mortgage, now secures the payment of that certain promissory note dated as of April 10, 1978, executed by PGI, payable to the order of the Boards in the original principal amount of \$16,340,575.44, which indebtedness is more particularly described in the above referenced Mortgage amendment dated as of April 10, 1978;

WHEREAS, the Note is additionally secured by a vendor's lien (the "Vendor's Lien") retained in Deed from the

Boards to PGI dated June 20, 1972, recorded in O.R. Book 392, Page 132, Records of Charlotte County, Florida; O.R. Book 83, Page 206, Records of DeSoto County, Florida, and O.R. Book 406, Page 929, Records of Highlands County, Florida; and

WHEREAS, PGI is entitled to partial releases of the liens of the Mortgage and the Vendor's Lien as more fully provided In the Mortgage and PGI has satisfied the requirements of the Mortgage so as to entitle PGI to a partial release of liens of the Mortgage, and the Vendor's Lien as to the lands described in Exhibit A hereto.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT the Boards, for and in consideration of the premises and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration cash in hand paid by PGI to the Boards at the execution hereof, the receipt and sufficiency of which consideration are acknowledged and confessed, do REMISE, RELEASE, QUITCLAIM, EXONERATE, AND DISCHARGE from the lien and operation of the Mortgage and the Vendor's Lien unto PGI, its successors and assigns, all that certain piece, parcel and tract of land, being a part of the premises conveyed by the Mortgage, more particularly described in Exhibit A attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the property described in Exhibit A hereto, with the appurtenances, unto PGI, its successors and assigns, FOREVER FREED, EXONERATED AND DISCHARGED of and from the liens of the Mortgage and Vendor's Lien and every part thereof.

This instrument constitutes a partial release only, and the execution and delivery hereof shall not in any way affect, diminish or impair any liens, mortgages, encumbrances or security interests created under or by virtue of the Mortgage or the Vendor's Lien except to the extent that the same

cover and relate to the lands described in Exhibit A attached hereto. To the extent that the Mortgage and the Vendor's Lien cover and affect any properties other than the lands described in Exhibit A hereto or lands heretofore partially released by instrument executed by the Boards and of record in the county or counties where such lands are situated, the Mortgage and the Vendor's Lien are continued in full force and effect as fully and for all purposes as if this instrument were not executed and delivered.

EXECUTED this the _____ day of _____, 19__.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, AND TRUSTEES OF THE UNIVERSITY CANCER FOUNDATION

By _____
Its Duly Authorized Officer or Representative

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

I HEREBY CERTIFY that on this _____ day of _____, 19__, before me personally appeared _____ as Duly Authorized Officer or Representative of the Board of Regents of The University of Texas System, and Trustees of the University Cancer Foundation as created by The Agreement dated November 7, 1957, of Houston, Texas, as amended instrument dated October 30, 1970, to me known to be the person described in and who executed the foregoing instrument and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned.

WITNESS my signature and official seal at _____, Texas, said County and State, the date and year last aforesaid.

Notary Public in and for
County,
T E X A S

My Commission Expires:

3. Personnel Matters - Section 2(g)

a. U. T. System: Delegation of Authority re Litigation and Legal Affairs. --

Proper protection or advancement of System interests frequently requires prompt or immediate action to be taken with regard to employment of outside firms and individuals for the performance of legal, investigative or advisory services not otherwise available, and with regard to initiation and settlement of claims and litigation. Because of externally imposed time constraints, the need for such action usually arises between regularly scheduled meetings of the Board of Regents and under circumstances which make a called meeting of the Board impracticable or impossible. Current delegations of authority do not expressly provide a procedure to be followed by System Administration in meeting these exigencies as they occur. System Administration is of the opinion that an express delegation of authority with respect to such matters would be in the best interests of the System, and, accordingly, recommends that the Board of Regents:

1. Delegate to the President of the System the authority to enter into and execute agreements for the performance of legal, investigative and advisory services by outside firms or individuals, for the usual and customary rates and fees for such services, but upon condition that such rates and fees shall be subject to approval by him or his delegate; provided, however, that such authority shall not be exercised without the concurrence of the Chairman of the Board of Regents where the estimated or known fee for a particular item of service exceeds the amount of \$50,000, exclusive of expenses, or concurrence of the Board where said fee exceeds \$100,000, exclusive of expenses.
2. Delegate to the President of the System the authority to make decisions with respect to settlement of claims, including decision with respect to appeals from adverse judgment and to commencement of litigation or administrative proceedings; provided, however, that such authority shall not be exercised without concurrence of the Chairman of the Board of Regents in those cases where the amount of the claim or settlement exceeds \$50,000, and concurrence of the Board of Regents where such amount exceeds \$100,000.
3. Delegate to the President of the System authority to exercise without limitation the authorities hereinabove delegated to him, if immediate action is reasonably believed by him to be necessary to protect or rectify a situation dangerous to health or life, to prevent unwarranted delay in protecting or advancing System interests, or to provide for any other unforeseen situation to protect or advance the interests of the System.
4. Authorize the President of the System to redelegate, in his discretion, the authorities delegated to him hereinabove to the Vice President and General Counsel up to their full extent, and authorize the redelegation of such authorities by the Vice President and General Counsel as, in his discretion, are necessary for operations of the Office of General Counsel, but not to exceed 50% of the quantified authority.

System Administration further recommends that the Board of Regents require that all actions taken pursuant to the foregoing delegations of authority shall be reported to the Board for information and any necessary ratification action.

System Administration further recommends that the Board of Regents ratify all agreements for services heretofore entered into with the following firms:

Butler, Binion, Rice	
Cook & Knapp	Houston, Texas
Strasburger & Price	Dallas, Texas
Fulbright & Jaworski	Houston, Texas
Baker & Botts	Houston, Texas
Groce, Locke & Hebdon	San Antonio, Texas
Mills, Shirley, McMicken & Eckel	Galveston, Texas
Stubbeman, McRae, Sealy, Laughlin & Browder	Austin, Texas
Arnold, White & Durkee	Austin, Texas
James G. Clower	Troy, Alabama
Smith, Hulsey, Schwalbe & Nichols	Jacksonville, Florida

Each of these agreements involve estimated fees for services of less than \$50,000, with such fees to be based on usual and customary rates and fees, and each has been approved by the General Counsel acting upon delegation of authority from the President of the System.

b. Other Personnel Matters. --

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION

SUPPLEMENTAL INFORMATION

October 19-20, 1978

Page

1. ...

2. Land Acquisition and Negotiated Contracts -Section 2(f)

a. ...

b. U. T. Austin: Shuttle Bus Contract

Below

Documentation

2. Land Acquisition and Negotiated Contracts - Section 2(f)

b. U. T. Austin: Shuttle Bus Contract. --

BACKGROUND INFORMATION

The present contract with Transportation Enterprises, Inc. to provide shuttle bus service for U. T. Austin will expire August 31, 1979. Bids were opened on September 27, 1978 for shuttle bus service beginning September 1, 1979. Three companies were furnished bid specifications, two of the companies submitted bids and the third company declined to bid on the basis that it did not want to purchase its own equipment.

The two companies bidding for the contract were the current contractor, Transportation Enterprises, Inc., and American Transit Corporation of St. Louis, Missouri. Both companies offered bids for only a five-year contract. The bids are summarized below:

<u>Company</u>	<u>Rate/Hour</u>	<u>Base Price For Fuel</u>	<u>Consumption Rate of Fuel</u>
Transportation Enterprises, Inc.	\$18.65	50¢/gal.	2.5 gal./hr.

Sixty (60) brand new buses per specifications of contract.

American Transit Corporation	\$20.75	50.5¢/gal.	2.5 gal./hr.
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Sixty (60) 1979 model buses with specifications per attached list.

Transportation Enterprises, Inc., did not include any qualifying factors in its bid. American Transit Corporation, however, stipulated a number of qualifying factors in its bid. Some of these qualifications are:

"Contractor shall not be liable to The University of Texas for any failure, delay or interruption of service, or failure or delay in the performance of any obligation under this agreement due to strikes, walk outs, acts of God, governmental restrictions, enemy actions, civil commotion, unavoidable casualty, unavailability of fuel or parts or similar acts beyond the control of the Contractor.

Contractor shall have the option of terminating contract after the third year or after the fourth year upon giving written notice by December 31 of the respective year."

RECOMMENDATION

President Rogers and System Administration recommend the Board award a contract to provide shuttle bus service at U. T. Austin to Transportation Enterprises, Inc. Austin, Texas for a five-year period effective September 1, 1979, with a Rate/Hour charge of \$18.65, and authorize the Chairman to execute the contract after approval as to form by an attorney in the Office of General Counsel, and as to content by the Vice President for Business Affairs.

be air conditioned. All buses operated in the performance of this contract shall have been manufactured during or after the 1976 model year. No bus shall be operated in the performance of this contract after five years from date of manufacture, or after it has been driven a total of 100,000 miles, unless it has been inspected and approved by an authorized representative of The University of Texas at Austin. All buses shall conform to all city, state and federal noise emission standards, both interior and exterior, that pertain to each piece of equipment. All buses used by CONTRACTOR during the term of this agreement shall have the following minimum requirements:

CHASSIS AND POWER TRAIN

Model	International Harvester 1850
Wheelbase	275 inches
Engine	190 horsepower, V-8 or 6 cylinder diesel
Alternator	130 amperes
Battery	Dual 6 volt 208 amperes
Transmission	Allison automatic Model MT 640, 4 speed
Fuel Tanks	100 gallons
Front Axle	9000 pounds
Rear Axle	19000 pounds
Front Brakes	15 x 4 inches
Rear Brakes	16 1/2 x 7 inches
Emergency Brake	Piggy Back MGM (manufactured by Indian Head)
Wheels	10 Stud Budd
Tires	1000 x 20 x 12

BODY

Model	Wayne 3306L
Length	33.5 feet minimum
Loading Doors	Front and rear (right side)
Windows	Tinted or smoked glass
Color Scheme	White with orange trim
Seating	44 standard seats (galvanized steel or aluminum backs) arranged in two rows with a center aisle at least 18 inches wide. Allow 18 inches rump room per passenger. Seats to be mounted on 30 inch centers.
Driver Fan	Manufacturer's standard equipment
Stop Bell	Manufacturer's standard equipment
Rear Heater	Manufacturer's standard equipment
Hanger Rails	Both sides centered over seats

RADIO

10 Watt output - VHF

All buses shall be painted white and trimmed in orange and shall display route designation signs on both the front and right rear side of the vehicle. None of the buses shall display advertising material, either on the inside or outside. All buses operated by the CONTRACTOR in the performance of this contract shall be equipped with two-way radios for reporting to the bus dispatcher all failures of equipment, necessary re-routing of buses to meet requirements

and to determine the location of a bus when deemed necessary. Provision will be made for adequate check points at locations to be agreed upon.

(b) CONTRACTOR agrees to furnish a minimum of sixty (60) buses that meet all of the terms of this contract to perform the services herein contracted to be performed. Of these sixty buses, a reserve of five (5) buses shall be allocated and maintained for use in case of a breakdown or failure of any of the buses used daily on the routes. Should any bus be placed out of service for any reason, CONTRACTOR shall replace that bus immediately with another bus.

(c) CONTRACTOR agrees to properly and adequately service such buses and to perform normal and usual preventive and actual maintenance on such buses to minimize mechanical breakdown and failure. CONTRACTOR further agrees to keep such buses clean and neat appearing, inside and out. It is further understood and agreed by the parties that all drivers of buses are to keep daily records reflecting any known defects which may exist and such records from time to time shall be subject to inspection by the duly constituted representative of UNIVERSITY.

(d) CONTRACTOR shall supply all driver personnel necessary to operate the buses, shall pay their wages, withhold for income tax and social security, and pay all operating expenses, including, but not limited to, fuel, tires, batteries, ad valorem taxes on the buses, licenses, fees, if any, and other expenses connected with furnishing such shuttle bus service.

(e) Each driver shall hold a valid State of Texas chauffeur's license, and shall meet all requirements under the law for drivers of buses. All drivers shall operate CONTRACTOR'S buses in a careful and prudent manner and in strict compliance with the traffic and safety laws of the City of Austin and State of Texas.

(f) CONTRACTOR will provide a minimum of one (1) on duty field supervisor for every 20 buses in service prior to 6:00 PM on all days of operation. A minimum of one (1) on call supervisor shall be available during all hours of operation after 6:00 PM.

(g) CONTRACTOR shall carry and maintain throughout the life of this contract public liability and property damage insurance in limits of not less than \$100,000 for personal injury to any one person, \$300,000 for each occurrence, and \$150,000 property damage. Proper certificates of insurance reflecting insurance coverage in limits of not less than that stated above shall be furnished to UNIVERSITY, and UNIVERSITY shall be named as an additional insured in such policy or policies.

(h) CONTRACTOR agrees to furnish the Vice President for Business Affairs of the UNIVERSITY time sheets for each day's operation, showing bus numbers, routes served and total time of route operation.

(i) CONTRACTOR agrees to furnish copies of all invoices and monthly billing statements from supplier for fuel purchased during the billing month, showing actual cost and any fuel rate adjustments from supplier. These statements will accompany the monthly billing statement. CONTRACTOR also agrees to furnish UNIVERSITY, upon demand, bids from at least two known fuel suppliers, other than the supplier from whom the fuel was purchased.

IV.

ROUTES, SCHEDULES AND AREA OF SERVICE

(a) The area to be served by the shuttle bus system shall be within the University campus and within such other areas of the City of Austin as may be designated by the Vice President for Business Affairs of the UNIVERSITY or his designated representative and agreed upon by CONTRACTOR.

(b) Such routes and schedules shall be operated Monday through Friday on all regularly scheduled registration, class and final examination days, provided that during registration and examination periods Saturday service may be required.

(c) Service to be rendered by CONTRACTOR shall be on an hourly basis and CONTRACTOR hereby agrees to operate buses on University routes approximately 245 hours per day during registration periods, approximately 560 hours per day during Fall and Spring

classes, approximately 345 hours per day during final examinations and approximately 395 hours per day during the summer session, unless otherwise expressly agreed upon.

V.

CONSIDERATION

(a) For and in consideration of CONTRACTOR furnishing such buses, drivers, and expenses as set out above, and operating the designated routes provided for herein, UNIVERSITY, subject to the conditions as set forth in (b), (c), (d), (e), and (f) below, agrees to pay CONTRACTOR, on order at Austin, Travis County, Texas, in currency of the United States of America, a total contract sum computed upon the number of hours operated by all such buses multiplied by the appropriate hourly rate computed in the manner and paid at the intervals as hereinafter provided.

(b) A charge shall be made by the hour for each bus, which includes the provision of a driver and all other items CONTRACTOR is to furnish pursuant to the terms of this agreement. The basic charge shall be at the rate of Eighteen and 65/100 (\$18.65) dollars per operating hour for all service actually rendered. There shall be an additional Excess Fuel Cost charge computed as follows:

- (1) The base fuel price of 50 cents/gallon will be subtracted from the average weighted fuel price per gallon for the month. That remaining excess fuel price will then be multiplied by the conversion rate of 2.5 gallons per hour to obtain the Excess Fuel Cost per hour of service.
- (2) To obtain the average weighted fuel price for the billing month, the inventory (gallons of diesel (fuel) on hand at the end of the previous month will be multiplied by the last purchase price for that month. This beginning inventory cost will be added to the total cost for all fuel purchases made during the billing month. From this total, this diesel fuel inventory at the end of the billing month multiplied by the last purchase price for the

billing month, will be subtracted. The resulting net cost of fuel used during the billing month will be divided by the total gallons used to obtain the weighted fuel price per gallon.

(c) There shall be separate statements and payments for the basic charge, at \$18.65 per hour, and the Excess Fuel Cost charge as computed above. Payments shall be made within ten (10) working days of presentation of a properly itemized statement of charges for the services rendered during the completed billing period. Billing periods will be regular and a minimum of one half a month in length.

(d) Should the average weighted fuel price for any month drop below the Base Fuel Price, there will be no payment for excess fuel costs, and total charges will include only the basic hourly rate of \$18.65 per hour.

(e) In the event the monthly billing statement is not provided prior to payment by UNIVERSITY for the billing month, UNIVERSITY will adjust payment for the next succeeding month's operation to account for any differences between fuel prices billed and those actually paid by CONTRACTOR.

(f) The parties agree that payments to the CONTRACTOR as provided in the above sections will be made subject to the availability of funds and, in the event the UNIVERSITY is required, by either state or federal law, to provide transportation service to students utilizing equipment not specified in this contract, the parties agree to renegotiate the terms and conditions of this contract.

In the event the parties are unable to arrive at a satisfactory renegotiation price for such services, the UNIVERSITY reserves the right to terminate the contract on reasonable notice to the CONTRACTOR.

In the event of termination of this contract by the UNIVERSITY as provided above, the UNIVERSITY agrees, insofar as authorized by law, to reimburse the CONTRACTOR for any actual, direct costs sustained by the CONTRACTOR in purchasing new equipment following execution of this contract specifically to carry out the terms of this contract, provided that such costs shall not exceed

the fair market value of the equipment on the date of termination, and provided further that, in the event of reimbursement, the CONTRACTOR shall convey to the UNIVERSITY the full and clear title to the new equipment for which such costs and reimbursements are attributable.

VI.

CLASSIFICATION OF PASSENGERS

Such service, as herein provided, shall be furnished for the students, faculty members, and employees of UNIVERSITY.

VII.

MAINTENANCE OF RECORDS

CONTRACTOR agrees to maintain a set of books that shall reflect, among other information, not less than the following: the number of buses operated on any given day, the number of routes or schedules operated, the number of hours operated by each bus on each route or schedule, together with any other additional information the CONTRACTOR may elect to include in such records. It is expressly provided that UNIVERSITY shall have complete access to such books and records at any and all reasonable times during the business day for purposes of examination, and may, at its own expense, cause an audit to be made of CONTRACTOR'S books and records, as the same pertains to this operation. CONTRACTOR agrees to cooperate with properly designated UNIVERSITY official or employee charged with inspecting and auditing said books and records. The reporting forms heretofore agreed upon by the parties and now in operation shall be utilized in this connection.

VIII.

LEGALITY OF CONTRACT

It is expressly provided that operation by CONTRACTOR under this contract shall be performed in compliance with all applicable ordinances of the City of Austin and laws of the State of Texas.

IX.

HOLD HARMLESS

CONTRACTOR hereby agrees to indemnify and save harmless the

UNIVERSITY from any damage, claim, or cost and expense incurred by UNIVERSITY resulting from or connected with CONTRACTOR'S operation of the shuttle bus service contemplated by this contract, and CONTRACTOR agrees to furnish to UNIVERSITY a liability insurance policy acceptable to UNIVERSITY covering the contractual obligation undertaken by CONTRACTOR in this paragraph.

X.

PROVISION FOR BUS STOPS

CONTRACTOR agrees to cause the buses to be operated in such shuttle bus service to stop for the purpose of picking up and discharging passengers only at bus stops at specified locations that have been mutually agreed upon by CONTRACTOR, UNIVERSITY, and the City of Austin.

XI.

CANCELLATION

If CONTRACTOR defaults in the performance of any of the terms and conditions of this agreement UNIVERSITY may give CONTRACTOR notice of such default and if the default is not corrected within ten (10) days then UNIVERSITY may cancel this contract.

XII.

Anything in this contract to the contrary notwithstanding, UNIVERSITY agrees that if CONTRACTOR is unable to perform this contract, in whole or in part, at any time during the term hereof attributable to acts of God, any such occurrence shall not be considered as a default by CONTRACTOR in its performance hereunder, and CONTRACTOR shall be relieved of any liability for any interruption of service to be furnished pursuant to the terms of this contract as a result of any such occurrences.

XIII.

CONTRACT BINDING ON PARTIES

Subject to the provisions of paragraph VIII above, this contract shall be binding on the parties hereto, their successors, and assigns, and shall be subject to specific enforcement. CONTRACTOR may not assign this contract without the written consent

of UNIVERSITY.

EXECUTED in several counterparts, each having the force and effect of an original, on the date and year first above written.

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By: _____
Allan Shivers, Chairman
Board of Regents of The
University of Texas System

ATTEST:

By: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

University Attorney

Attorney for Contractor

Meeting of the Board

(continued)

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

Date: October 20, 1978

Time: Following Completion of All Committee Meetings

Place: Regents' Meeting Room, Ninth Floor, Ashbel Smith Hall
Austin, Texas

A. - H. (Pages B of R 1 - 17)

I. RECONVENE

J. REPORTS OF STANDING COMMITTEES

1. System Administration Committee
by Committee Chairman Williams
2. Academic and Developmental Affairs Committee
by Committee Chairman Sterling
3. Buildings and Grounds Committee
by Committee Chairman Bauerle
4. Health Affairs Committee
by Committee Chairman Law
5. Land and Investment Committee
by Committee Chairman Clark

K. REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS
by Vice-Chairman Williams

L. REPORTS OF SPECIAL COMMITTEES, IF ANY

M. REPORT OF THE COMMITTEE OF THE WHOLE - OPEN SESSION
by Chairman Shivers

N. CONSIDERATION OF THE ITEMS REFERRED TO EXECUTIVE
SESSION OF THE COMMITTEE OF THE WHOLE. --The Board
of Regents discussed in Executive Session of the Committee of
the Whole pursuant to V. T. C. S., Article 6252-17, Sections 2(e),
(f) and (g):

1. Pending or Contemplated Litigation - Section 2(e)
2. Land Acquisition and Negotiated Contracts - Section 2(f)
 - a. U. T. System: Leases on West Texas Lands
 - b. Houston Health Science Center: Proposed
Acquisition of President's Residence
 - c. University Cancer Center: Proposed Acquisi-
tion of President's Residence
3. Personnel Matters - Section 2(g)

O. ADJOURNMENT

Resolutions B of R - 18

U. T. AUSTIN: APPOINTMENT OF ADVISORY COMMITTEE FOR THE SELECTION OF CHIEF ADMINISTRATIVE OFFICER (PRESIDENT). -- Chairman Shivers reported for the record that pursuant to the Regents' Rules and Regulations, Part One, Chapter II, Section 4.1, the membership of the Advisory Committee for the Selection of a Chief Administrative Officer (President) at The University of Texas at Austin had been completed. The committee is constituted as follows:

Advisory Committee for Selection of Chief Administrative Officer
for
The University of Texas at Austin

*President of the System

Dr. E. D. Walker (Chairman)

*Vice President for Academic Affairs

Dr. Ernest T. Smerdon

*Chief Administrative Officers

Dr. Wendell H. Nedderman, President, The University of Texas at Arlington

Dr. Bryce Jordan, President, The University of Texas at Dallas

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

Board of Regents

Regent Edward Clark

Regent Allan Shivers

Regent Walter G. Sterling

Faculty Members - U. T. Austin

Dr. Roger D. Abrahams, Department of English

Dr. Ira Iscoe, Department of Psychology

Dr. Harlan Smith, Department of Astronomy

Dr. Eugene Wissler, Department of Chemical Engineering

Professor Charles Alan Wright, School of Law

Dean's Council Representative - U. T. Austin

Dean George Kozmetsky, College of Business Administration

Student Representatives - U. T. Austin

Mr. Kenneth A. Allen

Mr. John Walton Craddock, Jr.

Ex-Students' Association - U. T. Austin

Mr. John Ben Shepperd, President