

MATERIAL SUPPORTING THE AGENDA

VOLUME XL1a

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

October 8, 1993
December 2, 1993

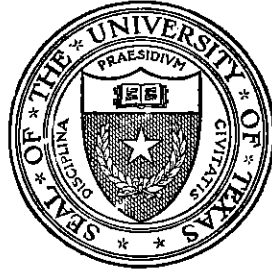
The material is divided according to the standing committees and the meetings that were held and is color coded as follows:

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

Blue paper - all items submitted to the Executive Session and distributed only to the Regents, Chancellor and Executive Vice Chancellors 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 Executive Secretary was furnished a copy, then that material goes into the appropriate subject file.



**Material Supporting the Agenda
of the
Board of Regents
The University of Texas System**

Meeting No.: 872

Date: October 8, 1993

Location: Dallas, Texas

BOARD OF REGENTS
OF
THE UNIVERSITY OF TEXAS SYSTEM

CALENDAR

Place: Room NB2.402, Simmons Biomedical Research Building
The University of Texas Southwestern
Medical Center at Dallas
6000 Harry Hines Boulevard
Dallas, Texas

Host Institution: The University of Texas Southwestern
Medical Center at Dallas

Friday, October 8, 1993

10:00 a.m.

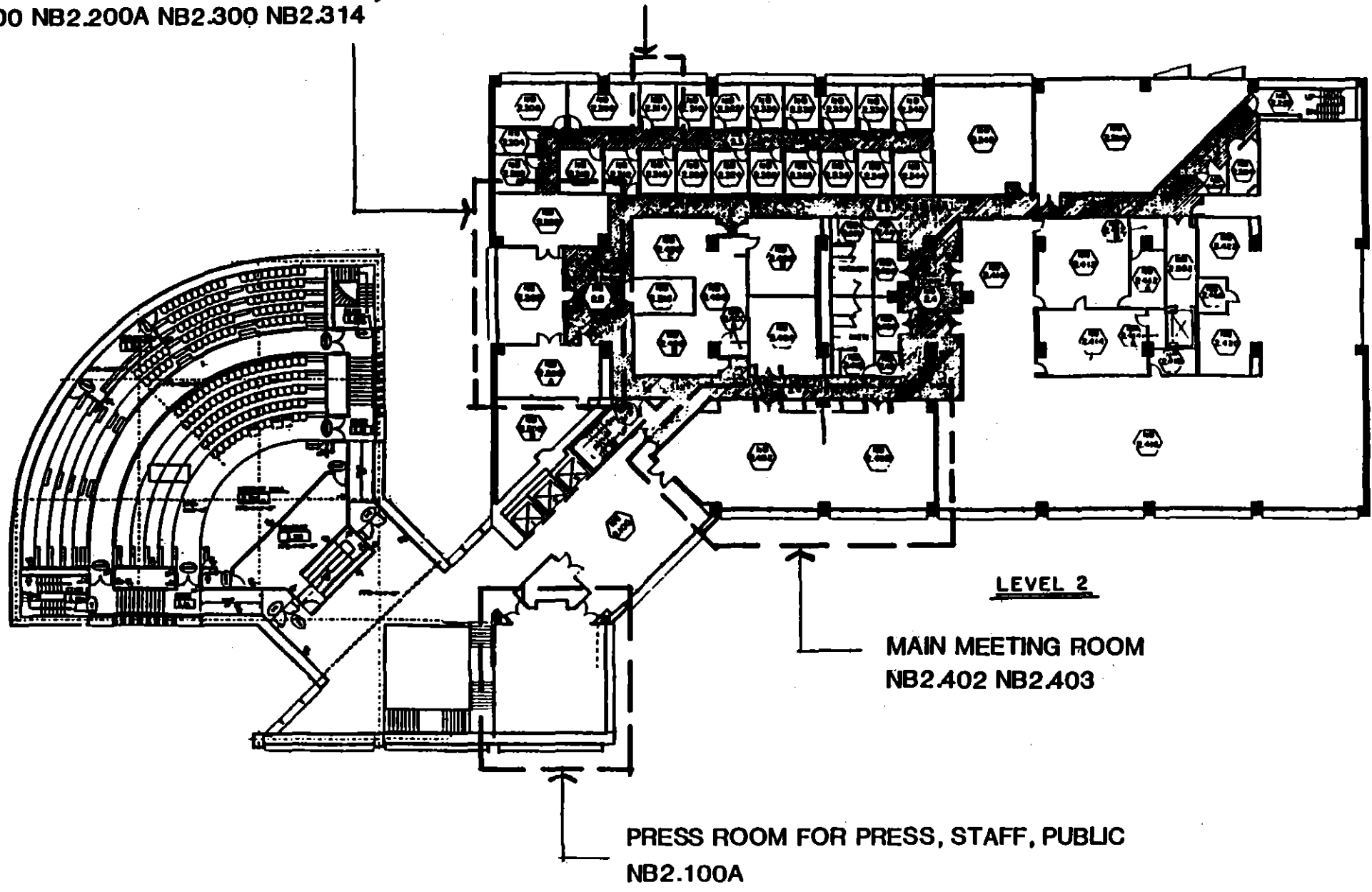
Convene in Open Session with
recess to Executive Session
as per the agenda

See Pages B of R 1 - 8
Items A - O

Telephone Numbers

President Wildenthal's Office	(214) 648-2508
Grants Management Office (for calls during the meeting)	(214) 648-5100
Loews Anatole Hotel 2201 Stemmons Freeway	(214) 748-1200

SECRETARIAL ROOMS FOR REGENTS, SYSTEM ADMINISTRATION & COMPONENT REPRESENTATIVES
NB2.200 NB2.200A NB2.300 NB2.314



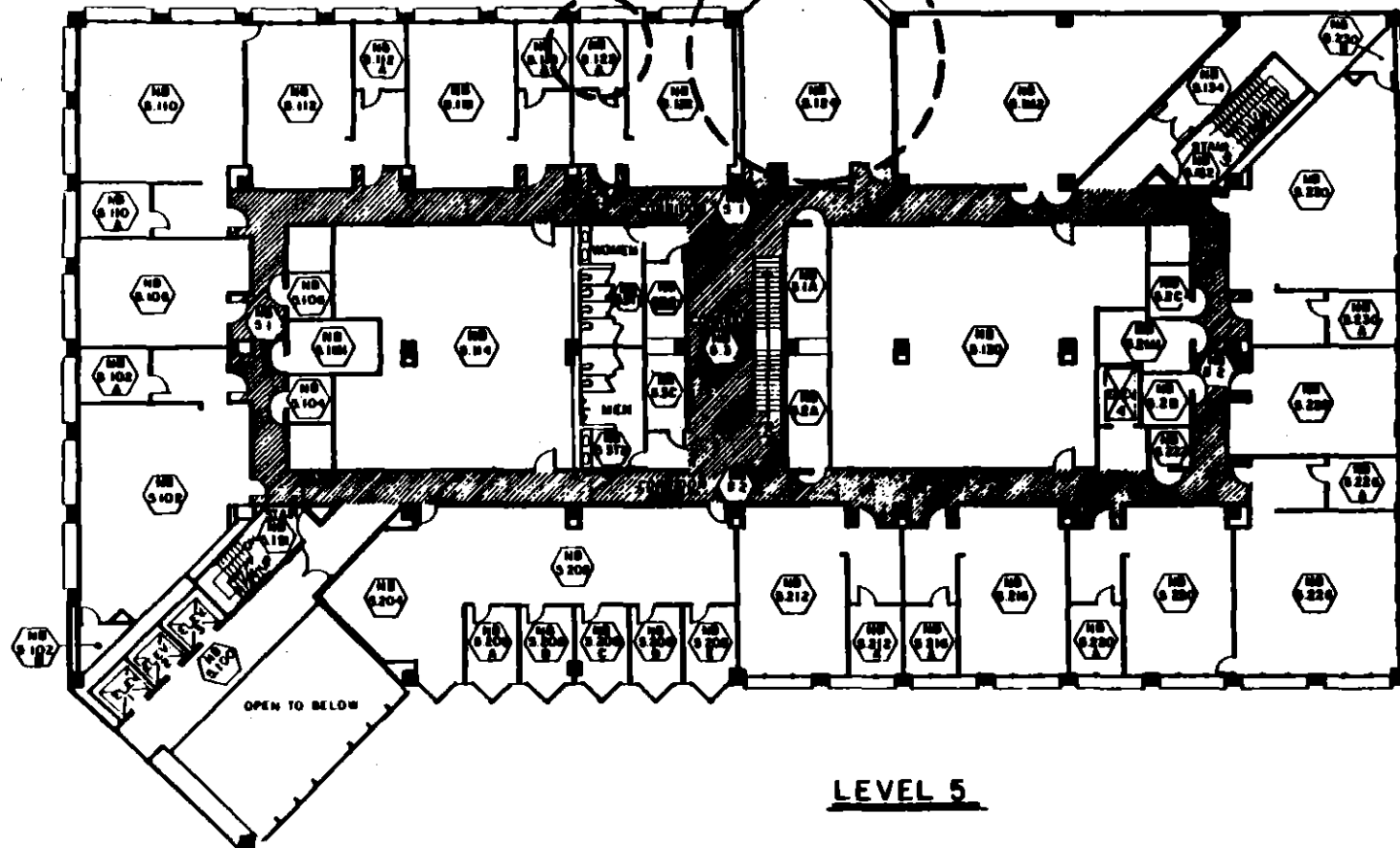
LEVEL 2

MAIN MEETING ROOM
NB2.402 NB2.403

PRESS ROOM FOR PRESS, STAFF, PUBLIC
NB2.100A

AVAILABLE AS AN OFFICE SET-UP
NB5.122A

" BRIEFING / EXECUTIVE SESSION ROOM "
NB5.124



LEVEL 5

BUILDING "NB"
SIMMONS BIOMEDICAL RESEARCH BLDG.
AT:
UNIVERSITY OF TEXAS SOUTHWESTERN
MEDICAL CENTER AT DALLAS
5523 HARRY HINES BLVD DALLAS, TEXAS, 76238

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER
 AT DALLAS

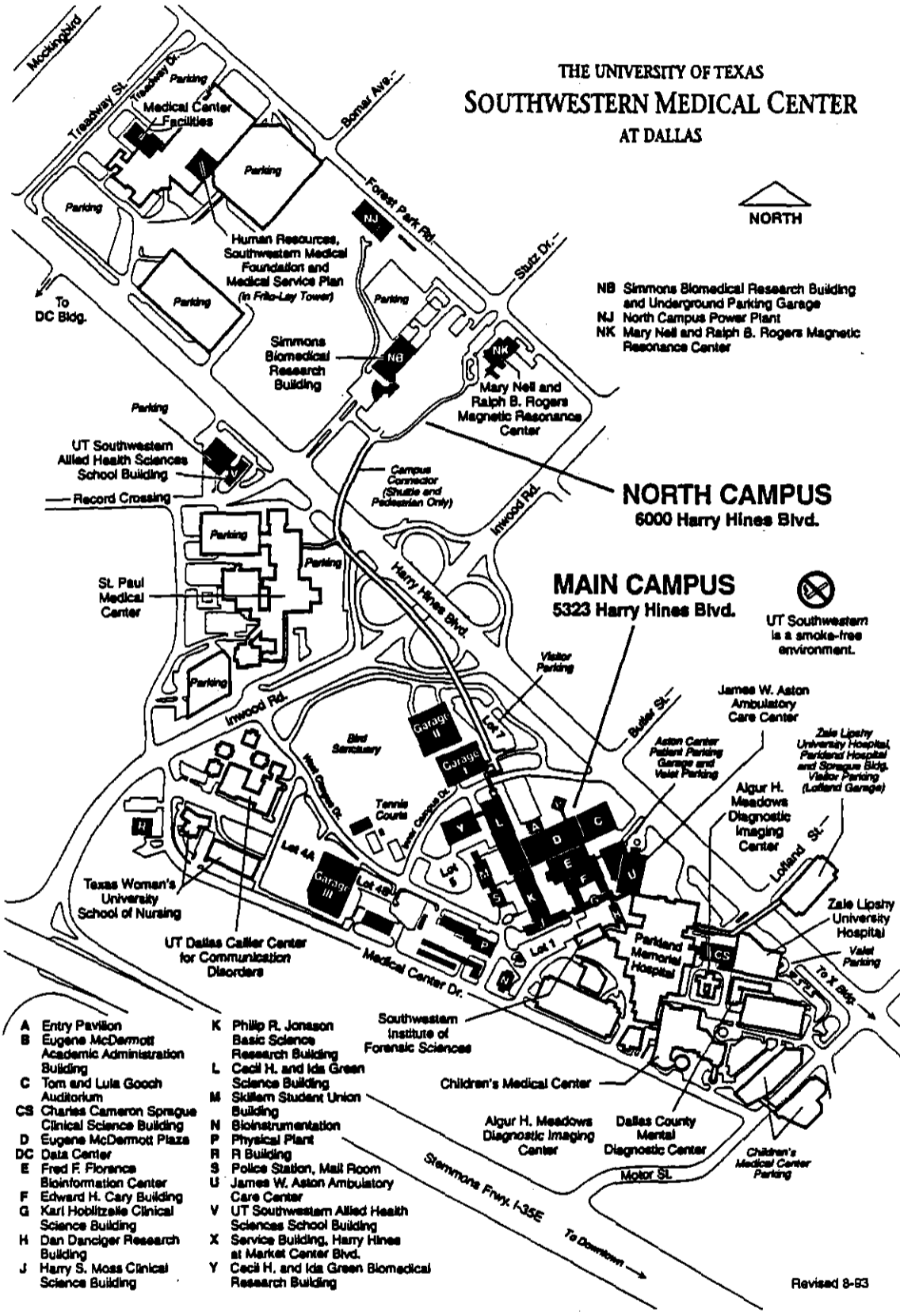


NB Simmons Biomedical Research Building and Underground Parking Garage
 NJ North Campus Power Plant
 NK Mary Nell and Ralph B. Rogers Magnetic Resonance Center

NORTH CAMPUS
 6000 Harry Hines Blvd.

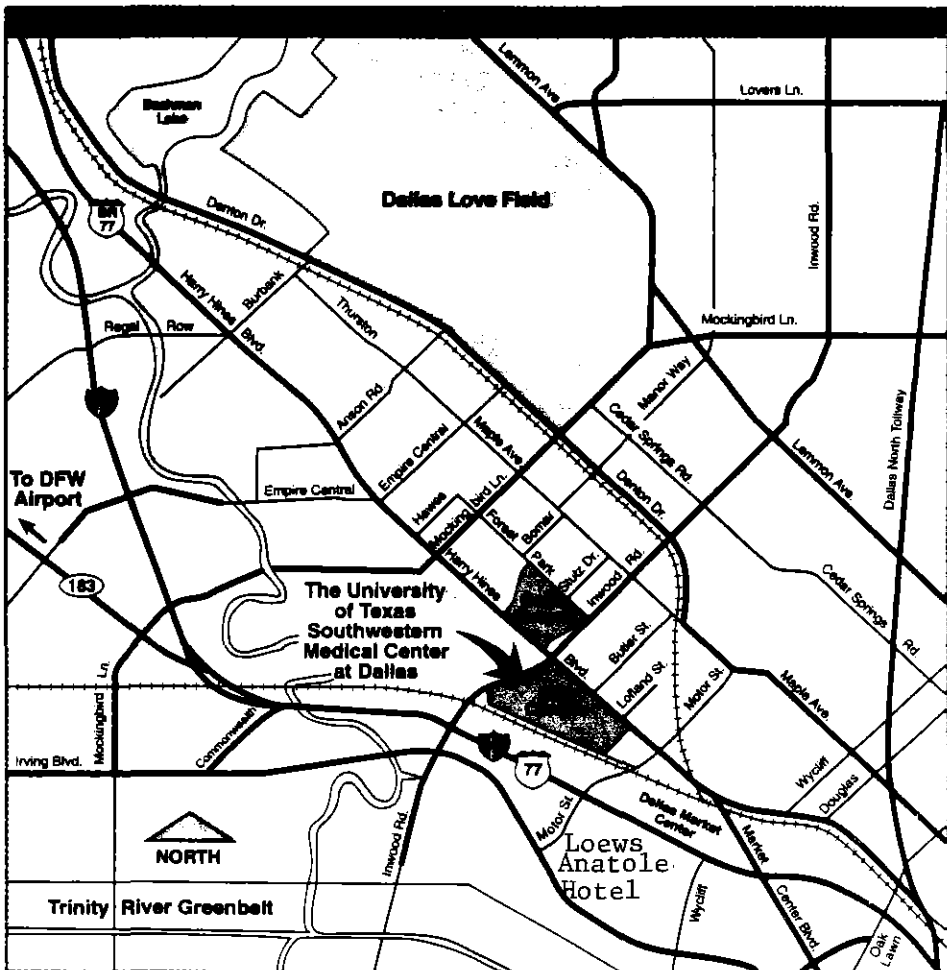
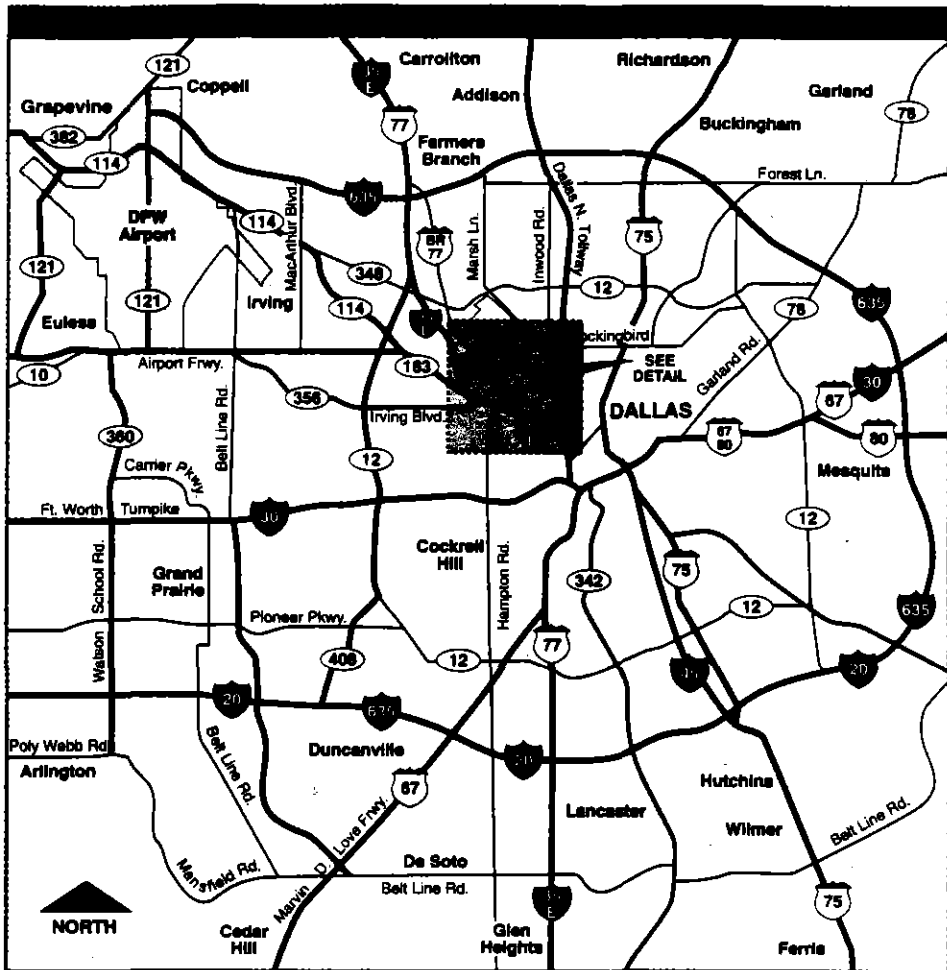
MAIN CAMPUS
 5323 Harry Hines Blvd.


 UT Southwestern is a smoke-free environment.



- | | |
|--|--|
| A Entry Pavilion | K Philip R. Jonsson Basic Science Research Building |
| B Eugene McDermott Academic Administration Building | L Cecil H. and Ida Green Science Building |
| C Tom and Lula Gooch Auditorium | M Skillern Student Union Building |
| CS Charles Cameron Sprague Clinical Science Building | N Biinstrumentation |
| D Eugene McDermott Plaza | P Physical Plant |
| DC Data Center | R R Building |
| E Fred F. Florence Bioinformation Center | S Police Station, Mail Room |
| F Edward H. Cary Building | U James W. Aston Ambulatory Care Center |
| G Karl Hobbitzelle Clinical Science Building | V UT Southwestern Allied Health Sciences School Building |
| H Dan Danciger Research Building | X Service Building, Harry Hines at Market Center Blvd. |
| J Harry S. Moss Clinical Science Building | Y Cecil H. and Ida Green Biomedical Research Building |

Revised 8-93



Meeting of the Board

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

Date: Friday, October 8, 1993

Time: 10:00 a.m. Convene in Open Session with
recess to Executive Session
as per the agenda

Place: Room NB2.402 (Open Session) and Room NB5.124
(Executive Session), Simmons Biomedical Research
Building, U. T. Southwestern Medical Center - Dallas

- A. CALL TO ORDER
- B. WELCOME BY PRESIDENT WILDENTHAL
- C. APPROVAL OF MINUTES OF REGULAR MEETING HELD
AUGUST 12, 1993
- D. RECESS FOR MEETINGS OF THE STANDING COMMITTEES AND
COMMITTEE REPORTS TO THE BOARD

The Standing Committees of the Board of Regents of The University of Texas System will meet as set forth below to consider recommendations on those matters on the agenda for each Committee listed in the Material Supporting the Agenda. At the conclusion of each Standing Committee meeting, the report of that Committee will be formally presented to the Board for consideration and action.

Executive Committee: Chairman Rapoport
Vice-Chairman Temple, Vice-Chairman Lebermann
MSA Page Ex.C - 1

Business Affairs and Audit Committee: Chairman
Loeffler, Regent Cruikshank, Regent Smiley
MSA Page BAAC - 1

Academic Affairs Committee: Chairman Holmes
Regent Lebermann, Regent Ramirez
MSA Page AAC - 1

Health Affairs Committee: Chairman Ramirez
Regent Cruikshank, Regent Temple
MSA Page HAC - 1

Facilities Planning and Construction Committee:
Chairman Temple, Regent Holmes, Regent Lebermann,
Regent Smiley
MSA Page FPCC - 1

Asset Management Committee: Chairman Cruikshank
Regent Loeffler, Regent Smiley
MSA Page AMC - 1

- E. RECONVENE AS COMMITTEE OF THE WHOLE

F. ITEMS FOR THE RECORD

1. U. T. System: Report on Status of Degree Programs and Academic Organization Requests Approved by the U. T. Board of Regents and Submitted to the Texas Higher Education Coordinating Board for the Period September 1, 1992 Through August 31, 1993.--

REPORT

Following is a report for the record of the status of degree programs and academic organization requests which have been approved by the U. T. Board of Regents for submission to the Texas Higher Education Coordinating Board. Included are items which have been acted upon by the Coordinating Board since September 1, 1992, or were still pending before the Coordinating Board as of August 31, 1993. Four regular Coordinating Board meetings have occurred since the last report. Full approval has been given for twenty-five (25) programs and administrative change requests and eleven (11) requests are now pending.

- a. Degree Programs and Academic Administrative Changes Approved by the Coordinating Board for Implementation

U. T. Arlington

M.A. in Anthropology
Ph.D. in Applied Chemistry (Changed from D.Sc.)
Ph.D. in Applied Physics (Changed from D.Sc.)

U. T. Austin

Ph.D. and M.S. in Computational and Applied Mathematics
Ph.D. in Medieval Studies
Ph.D. and M.A. in Molecular Biology

U. T. Dallas

B.S. in Cognitive Science

U. T. El Paso

M.F.A. in Creative Writing
Ph.D. in Materials Science and Engineering
Ph.D. in Psychology

U. T. Pan American

M.S. in Nursing
M.S. in Sociology

U. T. Southwestern Medical Center - Dallas

B.S. with major in Respiratory Therapy
Ph.D. with major in Genetics and Development
Ph.D. with major in Neuroscience
Reorganization of Graduate School of Biomedical Sciences

U. T. Medical Branch - Galveston

Cooperative M.S.N. in Nurse-Midwifery with
U. T. Health Science Center - Houston
Official recognition of Cooperative Agreement in
Doctoral Nursing Education with U. T. Austin
Ph.D. with major in Experimental Pathology
Transfer of B.S. in Respiratory Care Program and
Department of Respiratory Care from U. T. Health
Science Center - Houston to U. T. Medical
Branch - Galveston

U. T. Health Science Center - Houston

B.S. with Major in Cytotechnology
Cooperative M.S.N. in Nurse Anesthesiology
with Academy of Health Sciences, U. S. Army,
Fort Sam Houston
Name of Division of Emergency Medicine changed
to Department of Emergency Medicine
Name of Division of Neurosurgery changed to
Department of Neurosurgery

U. T. Health Science Center - San Antonio

B.S. with major in Respiratory Therapy and renaming
the Department of Respiratory Therapy to the
Department of Respiratory Care

- b. Requests Approved by the U. T. Board of Regents and
Pending with the Coordinating Board

U. T. Arlington

Ph.D. and M.S. in Environmental Science and
Engineering

U. T. Austin

Ph.D. in Architecture (pending resubmission with
changes)
Ph.D. in Community and Regional Planning (pending
resubmission with changes)
M.A. in Post-Soviet and East European Studies

U. T. Pan American

Ph.D. in Business Administration (In cooperation
with U. T. Austin)*
Ed.D. in Educational Leadership (Cooperative with
U. T. Austin)*

- * Degree authority for the Ph.D. in Business Adminis-
tration would reside with U. T. Pan American with
program oversight and dissertation supervision pro-
vided by U. T. Austin.

The proposed Ed.D. in Educational Leadership is for
a cooperative program with courses offered at U. T.
Pan American and joint faculty participation on
doctoral committees. The degree would be awarded in
the name of U. T. Austin.

U. T. San Antonio

B.A. in Philosophy
M.A. in Art History

U. T. Tyler

M.S. in Biology

U. T. Health Science Center - San Antonio

M.S. and Ph.D. Programs in Molecular Medicine -
First Reading Has Been Approved
M.S.N. with major in Family Nurse Practitioner

2. U. T. System: Report on Status of Administratively Approved Academic Program Changes for the Period September 1, 1992 Through August 31, 1993.--

REPORT

Under U. T. Board of Regents' guidelines, the appropriate Executive Vice Chancellors are authorized to forward certain academic program changes to the Texas Higher Education Coordinating Board for approval at the staff level, subject to periodic reporting to the U. T. Board of Regents for the record. These changes, considered to be "nonsubstantive" according to the Coordinating Board's terminology, must be consistent with institutional missions approved by the U. T. Board of Regents and the Coordinating Board.

A report for the record of twenty-eight (28) such nonsubstantive approvals granted by the staff of the Coordinating Board for eight (8) U. T. System general academic and health component institutions for the period September 1, 1992 through August 31, 1993 follows.

U. T. Arlington (4 items)

1. Changed programs in Illustration, Graphic Communication, Photography, and Video from B.A. and B.F.A. Degrees with Majors in Art or in Studio Art to B.A. or B.F.A. Degrees with a Major in Media Art
2. Changed name of Department of Industrial Engineering to Department of Industrial and Manufacturing Systems Engineering
3. Changed Name of Department of Chemistry to Department of Chemistry and Biochemistry
4. Added Critical Care Option under M.S. in Nursing

U. T. Austin (5 items)

5. Changed name of Department of Petroleum Engineering to Department of Petroleum and Geosystems Engineering
6. Established the Division of Rhetoric and Composition in the College of Liberal Arts

7. Changed B.A. with a Major in Soviet and East European Studies to a Major in Post-Soviet and East European Studies
8. Changed name of Department of Drama to Department of Theater and Dance and existing M.A., M.F.A. and Ph.D. degrees in Drama to M.A., M.F.A. and Ph.D. in Theater
9. Added to M.S.N. with Major in Nursing an Option in Family Nurse Practitioner

U. T. El Paso (6 items)

10. Reorganized College of Education by replacing the existing Department of Educational Leadership and Counseling with a Department of Educational Leadership and Foundations and a Department of Educational Psychology and Special Services as well as maintaining the Department of Teacher Education*
11. Changed name of former College of Nursing and Allied Health to College of Nursing and Health Sciences; created Department of Nursing and Department of Health Sciences
12. Transferred the programs in Health Education and Physical Education from the Department of Teacher Education to the new Department of Health Sciences in the College of Nursing and Health Sciences
13. Changed the B.S. in Education with a Major in Health and Physical Education to a B.S. with a Major in Kinesiology and Sports Studies to be administered by the new Department of Health Sciences
14. Changed name of existing B.S. in Medical Technology to B.S. in Clinical Laboratory Science; changed name of M.S.N. in Maternal/Child Health Nursing to M.S.N. in Parent/Child Nursing; changed name of M.S.N. in Medical/Surgical Nursing to M.S.N. in Adult Health Nursing
15. Changed name of B.S. in Criminal Justice to B.A. with Major in Criminal Justice

* The Coordinating Board chose to act on this request as a substantive item but did not require prior approval by the U. T. Board of Regents.

U. T. Pan American (2 items)

16. Changed name of Division of Health Related Professions to School of Health Sciences
17. Changed name of Office of Continuing Education to the Center for Continuing Education and Off-Campus Instruction

U. T. San Antonio (5 items)

18. Deleted two concentrations (Ethnohistory and Archeology) from the M.A. in Anthropology Program
19. Added a concentration in Management Accounting to the existing M.B.A. with a Major in Business

- 20. Added a concentration in Taxation to the existing M.B.A. in Business
- 21. Added a concentration in Human Resources Management to the existing M.B.A. in Business
- 22. Added a concentration in International Business to the existing B.B.A. with a Major in Management

U. T. Tyler (2 items)

- 23. Changed the B.B.A. Degree in Economics to B.S. and B.A. Degrees with a Major in Economics and transferred the Economics Program to the School of Liberal Arts
- 24. Changed reporting of Director of Division of Nursing from the Dean of Sciences to the Vice President for Academic Affairs

U. T. Southwestern Medical Center - Dallas (1 item)

- 25. Authorized awarding of M.S. Degrees in nine (9) academic programs under certain conditions for persons not completing the Ph.D. program

U. T. Medical Branch - Galveston (3 items)

- 26. Changed name of B.S. in Health Care Sciences to B.S. in Health Care Administration
- 27. Changed name of Department of Graduate Studies to Department of Health Promotion and Gerontology
- 28. Changed name of Department of Microbiology to Department of Microbiology and Immunology

- 3. U. T. Austin - Borden-Superior Dairies Gift: Report of Real Estate Contract Termination on 1.75 Acre Tract of Land in Austin, Travis County, Texas.--

REPORT

At its February 1993 meeting, the U. T. Board of Regents authorized the Office of Endowment Real Estate, on behalf of U. T. Austin, to enter into a contract to sell a 1.75 acre tract of land in Austin, Travis County, Texas, which was a portion of a gift in 1985 from Borden-Superior Dairies, according to the parameters outlined in Executive Session. It is hereby reported for the record that the sale will not take place because the Real Estate Contract was terminated by the potential Buyer during the feasibility period.

4. U. T. Austin: Richard W. Yarborough Native American Indian Endowed Presidential Scholarship in Law in the School of Law - Correction of Minute Order of August 12, 1993.--

REPORT

At the August 1993 meeting, the U. T. Board of Regents established the Richard W. Yarborough Native American Indian Endowed Presidential Scholarship in Law in the School of Law at U. T. Austin. However, rather than being a new endowment, the Scholarship should have been reported as a redesignation of the Richard W. Yarborough Native American Indian Scholarship in the School of Law which The University of Texas Law School Foundation (an external foundation) reported to the U. T. Board of Regents at the August 1986 meeting.

Thus the August 1993 U. T. Board of Regents' Minutes should be amended so that the existing Richard W. Yarborough Native American Indian Scholarship in the School of Law at U. T. Austin is redesignated as the Richard W. Yarborough Native American Indian Endowed Presidential Scholarship in Law thereby not creating a new endowment.

- G. REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS
- H. REPORT OF SPECIAL COMMITTEES
- I. OTHER MATTERS

U. T. System: Annual Report of the Activities of the Student Advisory Group.--

Outgoing U. T. System Student Advisory Group Chair Terrence Shaw will make a five minute presentation concerning the Group's activities for the past year.

- J. RECESS TO EXECUTIVE SESSION

The Board will convene in Executive Session pursuant to Vernon's Texas Civil Statutes, Article 6252-17, Sections 2(e), (f) and (g) to consider those matters set out on Page Ex.S - 1 of the Material Supporting the Agenda.

- K. RECONVENE IN OPEN SESSION

L. CONSIDERATION OF ACTION ON ANY ITEMS DISCUSSED IN THE EXECUTIVE SESSION OF THE BOARD OF REGENTS PURSUANT TO V.T.C.S., ARTICLE 6252-17, SECTIONS 2(e), (f) AND (g)

1. Pending and/or Contemplated Litigation - Section 2(e)
 - a. U. T. Medical Branch - Galveston: Proposed Settlement of Medical Liability Litigation
 - b. U. T. Medical Branch - Galveston: Proposed Settlement of Medical Liability Litigation
 - c. U. T. M.D. Anderson Cancer Center: Proposed Settlement of Medical Liability Litigation
2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)
 - a. U. T. Austin - Lundell Endowment: Request for Authorization to Sell a 4.3405 Acre Tract of Land in Plano, Collin County, Texas
 - b. U. T. Austin - Ralph R. Nelson Scholarship Fund: Request for Authorization to Sell an Undivided One-Half Interest in 164.5 Acres of Land in Wimberley, Hays County, Texas
 - c. U. T. Medical Branch - Galveston: Consideration of Acquisition or Purchase of a Parcel of Campus Land Located in Galveston, Galveston County, Texas
3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees

M. SCHEDULED EVENTS

Board of Regents' Meetings

<u>Dates</u>	<u>Locations/Hosts</u>
December 2, 1993	U. T. Brownsville
February 10, 1994	U. T. M.D. Anderson Cancer Center
April 14, 1994	U. T. Health Center - Tyler
June 9, 1994	U. T. Permian Basin
August 11, 1994	No Host - Austin
October 7, 1994	U. T. Dallas
December 1, 1994	U. T. Pan American

N. OTHER BUSINESS

O. ADJOURNMENT

JANUARY 1994							FEBRUARY 1994											
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MARCH 1994							APRIL 1994											
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MAY 1994							JUNE 1994											
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JULY 1994							AUGUST 1994											
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SEPTEMBER 1994							OCTOBER 1994											
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27	28	29	30				25	26	27	28	29	30	31					

Executive Committee

EXECUTIVE COMMITTEE
Committee Chairman Rapoport

Date: October 8, 1993
Time: Following the convening of the Board of Regents
at 10:00 a.m.
Place: Room NB2.402, Simmons Biomedical Research Building
U. T. Southwestern Medical Center - Dallas

	<u>Page</u> <u>Ex.C</u>
1. U. T. Arlington - Student Housing: Request for Project Authorization and Approval to Solicit Proposals from Developers (Exec. Com. Letter 93-17)	2
2. U. T. Pan American - Academic Services Building (Project No. 901-739): Request for Approval to Change the Source of Funding for the Project (Exec. Com. Letter 93-17)	3
3. U. T. San Antonio: Recommendation to Accept Gift of Lot 26, Block 18, New City Block 302, Vista Verde South Unit 2, City of San Antonio, Bexar County, Texas, from Bill Miller Bar-B-Q Enterprises, Inc., San Antonio, Texas, a Texas Corporation, and Authorization to Execute Related Documents (Exec. Com. Letter 93-17)	4
4. U. T. Medical Branch - Galveston - Remodeling of John Sealy Hospital (Old Building) - Remodeling of R. Waverley Smith Pavilion - Phase II (Project No. 601-793): Recommended Award of Construction Contract to J. T. Vaughn Construction Co., Inc., Houston, Texas (Exec. Com. Letter 93-17)	5

1. U. T. Arlington - Student Housing: Request for Project Authorization and Approval to Solicit Proposals from Developers (Exec. Com. Letter 93-17).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor, the Executive Vice Chancellor for Academic Affairs, and President Amacher that the U. T. Board of Regents:

- a. Authorize initiation of Phase I of a project for student housing on the U. T. Arlington campus to consist of approximately 200 units on a tract of approximately 7.5 acres
- b. Approve U. T. Arlington solicitation of proposals from developers to construct and possibly manage the Phase I complex.

BACKGROUND INFORMATION

At the February 1978 meeting, the U. T. Board of Regents approved the concept of accommodating a minimum of 15% of the student enrollment at U. T. Arlington in University-owned housing.

Current on-campus housing is available in 16 apartment communities, 4 residence halls, and 52 houses, and 8% of the student body is now housed in these facilities. There was a waiting list of 600 students for apartments in the fall of 1992, and a similar waiting list for fall 1993 is anticipated.

The University proposes to develop 200 units with a commons building, laundry facility, and separate parking lot in Phase I. This development would have a capacity to serve 470 residents, and a future Phase II would add an estimated 150 units on a 5.5 acre tract. A tentative estimate of cost for Phase I, as proposed, is \$7.3 million. A more precise estimate is dependent upon proposals from developers.

Because U. T. Arlington does not have adequate cash reserve in its Auxiliary Enterprise fund, traditional revenue bond financing of such a project does not appear feasible; therefore, approval is requested to obtain proposals from developers to build and manage a facility pursuant to a long-term ground lease.

This request will be coordinated with the Offices of General Counsel and Facilities Planning and Construction. No contractual obligations will be incurred until the analysis of proposals is complete and a formal proposal, including necessary revisions in the Capital Improvement Program and Capital Budget, is approved by the U. T. Board of Regents.

The proposed recommendation was circulated via Executive Committee Letter prior to the October 1993 meeting to meet the desired construction schedule to achieve fall 1994 occupancy.

2. U. T. Pan American - Academic Services Building (Project No. 901-739): Request for Approval to Change the Source of Funding for the Project (Exec. Com. Letter 93-17).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor, the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Business Affairs, the Vice Chancellor for Asset Management, and President Nevarez that the U. T. Board of Regents approve a change in the source of funding for the Academic Services Building at U. T. Pan American as follows:

- a. Reduce the amount of U. T. Board of Regents' tax-exempt Parity Debt authorized to be issued from \$6,100,000 to \$3,000,000
- b. Increase the amount of Higher Education Assistance Fund (HEAF) expenditures from \$1,000,000 to \$2,900,000
- c. Appropriate \$1,200,000 from Unexpended Plant Fund balances at U. T. Pan American to complete the funding for the construction of the project.

BACKGROUND INFORMATION

The total construction cost for the Academic Services Building at U. T. Pan American is \$7,100,000. At the October 1990 meeting, the U. T. Board of Regents authorized funding from HEAF bond proceeds and/or HEAF balances, future HEAF appropriations, Building Use Fee (General Use Fee) balances, and existing Ad Valorem Tax balances.

Due to the inability to issue HEAF bonds for 10 years, the U. T. Board of Regents at its October 1991 meeting approved the issuance of \$6,100,000 of Revenue Financing System bonds to be used with \$1,000,000 of HEAF funds to finance the project.

In order to decrease future debt service requirements, U. T. Pan American plans to reduce the amount of tax-exempt debt to \$3,000,000 and use \$2,900,000 of HEAF balances and \$1,200,000 of Unexpended Plant Fund balances to fund the construction of the project.

3. U. T. San Antonio: Recommendation to Accept Gift of Lot 26, Block 18, New City Block 302, Vista Verde South Unit 2, City of San Antonio, Bexar County, Texas, from Bill Miller Bar-B-Q Enterprises, Inc., San Antonio, Texas, a Texas Corporation, and Authorization to Execute Related Documents (Exec. Com. Letter 93-17).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor, the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Business Affairs, and President Kirkpatrick to accept a gift of real property being Lot 26, Block 18, New City Block 302, Vista Verde South Unit 2, City of San Antonio, Bexar County, Texas, from Bill Miller Bar-B-Q Enterprises, Inc., San Antonio, Texas, a Texas corporation, for the benefit of U. T. San Antonio.

It is the intent of the donor that the property, which is the site of the former Fiesta Plaza Mall, be used to construct one or more new university buildings and administrative support facilities to be used for research and to provide on-site classrooms for U. T. San Antonio.

It is further recommended that the Chairman of the U. T. Board of Regents be authorized to execute documents necessary to accept the gift upon review and recommendation by the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Business Affairs, and the Office of General Counsel.

BACKGROUND INFORMATION

Mr. Balous Miller, President of Bill Miller Bar-B-Q Enterprises, Inc., first expressed an intent to purchase Fiesta Plaza Mall and donate it to U. T. San Antonio on September 22, 1992. On February 19, 1993, Bill Miller Bar-B-Q Enterprises, Inc. purchased the 9.184 acre Fiesta Plaza Mall property from the Resolution Trust Corporation.

The terms of the donor's "Deed Without Warranty and Purchase Option" specify that the property is to be used for construction of a downtown campus facility for U. T. San Antonio containing not less than 60,000 gross square feet of space which will be designed and equipped to provide on-site classroom, research and administrative support facilities. Courses offered at the new facility shall be a part of degree programs at U. T. San Antonio, and construction must commence on or before January 31, 1998.

On June 28, 1993, a final "Fiesta Plaza Mall Soil Remediation" report was issued by Raba-Kistner Consultants, Inc. This report certifies that the environmental work required to remove 370 cubic yards of hydrocarbon contaminated soil has been completed and the site is now considered to be within the standards established by the Texas Water Commission. According to the report, no further assessment or remediation activities are recommended or required by the Texas Water Commission.

Demolition of the mall building and other structures and clean-up work has been completed. A final phase of site preparation work will include paving of the land on which the Fiesta Plaza Mall building was situated, cutting and removal of weeds along the perimeter of the site, and repair and painting of the fence/wall along three sides of the property.

See Item 13 on Page FPC - 23 related to Downtown Building project at U. T. San Antonio.

4. U. T. Medical Branch - Galveston - Remodeling of John Sealy Hospital (Old Building) - Remodeling of R. Waverley Smith Pavilion - Phase II (Project No. 601-793): Recommended Award of Construction Contract to J. T. Vaughn Construction Co., Inc., Houston, Texas (Exec. Com. Letter 93-17).--

RECOMMENDATION

The Executive Committee concurs in the recommendation of the Chancellor, the Executive Vice Chancellor for Health Affairs, and President James that the U. T. Board of Regents award a construction contract for the Remodeling of R. Waverley Smith Pavilion - Phase II at the U. T. Medical Branch - Galveston to the lowest responsible bidder, J. T. Vaughn Construction Co., Inc., Houston, Texas, for the Base Bid and Additive Alternate Bid Nos. 1, 2, 3, 4, and 5 in the amount of \$3,178,135.

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents in June 1992, bids for the construction of the Remodeling of R. Waverley Smith Pavilion - Phase II at the U. T. Medical Branch - Galveston were received on July 7, 1993, as shown on Pages Ex.C 7 - 9.

The project for the first phase Remodeling of R. Waverley Smith Pavilion, as a continuation of the phased remodeling of the old building of the John Sealy Hospital, was previously completed. This Phase II project involves the remodeling of approximately 17,000 gross square feet of space on the first and second levels of R. Waverley Smith Pavilion and on the third level of John Sealy Hospital. A covered entrance for passengers from vehicles at the east side of the R. Waverley Smith Pavilion and access for disabled individuals to the second level are also included in this project. Upon completion of the Phase II renovation, the second level will be used as a patient-care floor and the first level area will house support services.

The recommended award to J. T. Vaughn Construction Co., Inc., Houston, Texas, for the Base Bid and Additive Alternate Bid Nos. 1, 2, 3, 4, and 5 can be made within the authorized total project cost of \$4,750,000. The proposal of J. T. Vaughn Construction Co., Inc., indicated participation by Historically Underutilized Businesses (HUB) to the extent of at least 4% (3% women-owned and 1% minority-owned businesses). Following receipt of bids, J. T. Vaughn Construction Co., Inc., has

filed with the Office of Facilities Planning and Construction a HUB participation plan with 7.55% participation (5.45% women-owned and 2.1% minority-owned businesses).

The total project cost is composed of the following elements:

General Construction	\$3,178,135
Fees and Administrative Expenses	409,069
Furniture, Furnishings and Equipment	170,000
Future Work (Testing and Air Balancing and Institutional Expenses)	349,000
Miscellaneous Expenses	543,796
Project Contingency	<u>100,000</u>
Total Project Cost	\$4,750,000

The Remodeling of R. Waverley Smith Pavilion - Phase II project is included in the FY 1994-1999 Capital Improvement Plan and Capital Budget for a total project cost of \$4,750,000 from Gifts and Grants.

REMODELING OF R. WAVERLEY SMITH PAVILION - PHASE II
 THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
 Bids Received July 7, 1993

<u>BIDDER</u>	<u>J. T. Vaughn Construction Co., Inc. Houston, Texas</u>	<u>Basic Constructors, Inc. Houston, Texas</u>	<u>Spaw Glass Construction Corporation Houston, Texas</u>
BASE BID	\$3,035,066	\$2,891,000	\$3,175,000
Add Alt. #1 - Complete Project in three hundred days (300 days)	0	25,500	0
Add Alt. #2 - Third Floor North Corridor Renovation	27,899	155,000	81,000
Add Alt. #3 - Third Floor Fire Alarm Upgrade	22,000	24,000	24,000
Add Alt. #4 - Third Floor Intercom Upgrade	73,000	80,000	72,000
Add Alt. #5 - Bird Deterrent with price to be held a minimum of 4 months	<u>20,170</u>	<u>24,400</u>	<u>6,000</u>
Recommended Contract Award - Base Bid Plus Alternates 1, 2, 3, 4, and 5	\$3,178,135	\$3,199,900	\$3,358,000

REMODELING OF R. WAVERLEY SMITH PAVILION - PHASE II
 THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
 Bids Received July 7, 1993

<u>BIDDER</u>	<u>Miner-Dederick Constructors, Inc. Houston, Texas</u>	<u>Centex Bateson Construction Company, Inc. Dallas, Texas</u>	<u>Comex Corporation Deer Park, Texas</u>
BASE BID	\$3,250,000	\$3,277,000	\$3,299,000
Add Alt. #1 - Complete Project in three hundred days (300 days)	0	15,000	0
Add Alt. #2 - Third Floor North Corridor Renovation	36,500	31,100	31,655
Add Alt. #3 - Third Floor Fire Alarm Upgrade	21,400	22,900	31,250
Add Alt. #4 - Third Floor Intercom Upgrade	68,900	76,000	88,750
Add Alt. #5 - Bird Deterrent with price to be held a minimum of 4 months	<u>16,300</u>	<u>8,700</u>	<u>0</u>
Recommended Contract Award - Base Bid Plus Alternates 1, 2, 3, 4, and 5	\$3,393,100	\$3,430,700	\$3,450,655

REMODELING OF R. WAVERLEY SMITH PAVILION - PHASE II
 THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
 Bids Received July 7, 1993

<u>BIDDER</u>	<u>A-Tec Engineers and Contractors, Inc. Friendswood, Texas</u>	<u>Mitchell Enterprises, Inc. Sherman, Texas</u>
BASE BID	\$3,316,000	\$3,478,000
Add Alt. #1 - Complete Project in three hundred days (300 days)	60,000	55,000
Add Alt. #2 - Third Floor North Corridor Renovation	94,000	90,000
Add Alt. #3 - Third Floor Fire Alarm Upgrade	24,000	30,000
Add Alt. #4 - Third Floor Intercom Upgrade	98,000	90,000
Add Alt. #5 - Bird Deterrent with price to be held a minimum of 4 months	<u>41,000</u>	<u>28,000</u>
Recommended Contract Award - Base Bid Plus Alternates 1, 2, 3, 4, and 5	\$3,633,000	\$3,771,000

Business Affairs & Audit Committee

BUSINESS AFFAIRS AND AUDIT COMMITTEE
Committee Chairman Loeffler

Date: October 8, 1993
Time: Following the meeting of the Executive Committee
Place: Room NB2.402, Simmons Biomedical Research Building
U. T. Southwestern Medical Center - Dallas

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3. U. T. Board of Regents: Proposed Adoption of Amendments to the First Amended and Restated Master Resolution Establishing the Revenue Financing System and First Supplemental Resolution Establishing an Interim Financing Program, Request to Amend the Guidelines Governing Administra- tion of the Revenue Financing System, and Authorization for Appropriate Officials to Execute Documents Relating Thereto	6

1. U. T. System: Recommendation to Approve Chancellor's Docket No. 72.--

RECOMMENDATION

It is recommended that Chancellor's Docket No. 72 be approved.

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

2. U. T. Board of Regents: Recommendation to Amend the Regents' Rules and Regulations, Part One, Chapter III, Section 16 (Leaves of Absence Without Pay) and Part Two, Chapter V, Section 2, Subsection 2.2 (Medical Disability Leave).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Business Affairs that the Regents' Rules and Regulations, Parts One and Two, be amended as set forth below in congressional style.

- a. Amend Part One, Chapter III, Section 16 regarding leaves of absence without pay as follows:

Sec. 16. Leaves of Absence Without Pay.

- 16.1 With the interest of the institution being given first consideration and for good cause, leaves of absence without pay may be granted for a period within the term of appointment of a member of any faculty or staff.
- 16.2 The maximum [unit] period for which a leave of absence will be granted is the end of the fiscal [or-academic] year in which the leave begins. In the case of faculty, the date for return to duty will generally coincide with the beginning of the next semester, following the period of absence. In normal circumstances [times], leaves for up to one year will be granted liberally, provided the department so recommends and can supply satisfactory replacements. The first period of leave of absence may be approved, subject to the general conditions included herein, by the chief administrative officer. Requests for additional leave under this section must be submitted to the U. T. Board of Regents for approval.

- 16.3 Except in unusual circumstances, such as military service, reasons of health, continued graduate study, and public service or other activity that [which] reflects credit on the institution and enhances an individual's ability to make subsequent contributions to the institution, a second consecutive year of leave [of absence] will not be granted.
- 16.4 Except in very unusual circumstances a third consecutive leave of absence for one year will not be granted.
- 16.5 After a return to [active] duty of one year [or-more], the leave-of-absence privilege will be available.
- 16.6 Unless otherwise provided by or authorized pursuant to law, all accumulated paid leave entitlement must be exhausted before a leave of absence without pay may be granted, with the additional provision that sick leave must be exhausted in those cases where the employee is eligible to take sick leave [The-granting-of-a leave-of-absence-does-not-affect-in any-way-the-tenure-position-of-the grantee].
- 16.7 Upon expiration of Family and Medical Leave pursuant to these Rules and Regulations, an employee may be eligible for a leave of absence under this section. For leave of absence to participate in a political campaign; faculty development leave; parental leave; sick leave; leave for jury duty; leave for military duty; and leave related to on-the-job injuries, see other sections of these Rules and Regulations [Part-One, Chapter-III, Section-7.4].

b. Amend Part Two, Chapter V, Section 2, Subsection 2.2 regarding medical disability leave as follows:

2.2 Family and Medical [Disability] Leave.

2.21 Any employee, whether faculty, classified, or administrative, may request and receive a leave of absence without pay for up to twelve weeks per year for family and medical reasons specified by the Family and Medical Leave Act of 1993 and accompanying regulations governing the Act, as set forth in approved institutional and System policies. Eligibility criteria are defined in the Act. [Temporary-disabilities-caused-or-contributed-to-by pregnancy, childbirth, or-related-medical conditions-shall-be-treated-in-the-same-manner-as-other-temporary-medical-disabilities. Except-as-provided-under-Subsection-2.220-of this-Section, any-employee, whether-faculty, classified, or-administrative, who-expects-to be, or-who-becomes-temporarily-disabled-as-a result-of-injury, illness-or-pregnancy, may

request-and-receive-a-leave-of-absence-without-pay-for-a-"reasonable-period"-of-time, provided-the-request-is-made-under-the-following-terms-and-conditions:]

2.22 Upon expiration of the twelve weeks of leave taken pursuant to the Family and Medical Leave Act, an employee may be eligible for a leave of absence without pay pursuant to Part One, Chapter III, Section 16 of the Regents' Rules and Regulations.

- [2-211 The-employee-shall-provide-the department-head-with-a-physicians's certification-establishing-the-medical-disability-and-the-anticipated period-of-absence.
- 2-212 The-employee-and-the-department-head will-submit-a-request-to-the-chief administrative-officer-through-proper channels.--The-request-will-include-a statement-from-the-department-head detailing-the-manner-in-which-the responsibilities-of-the-employee-will be-assumed.--A-statement-encompassing the-details-of-the-medical-disability leave-shall-be-entered-in-the-remarks section-of-the-appropriate-personnel action-form.
- 2-213 "Reasonable-period,"-as-used-in-this Section,-is-defined-as-the-length-of the-leave-as-determined-by-the employee's-medical-disability.--The period-shall-normally-not-exceed six-(6)-weeks,-following-incapacitation-or-after-delivery-in-the-case-of maternity.--Leave-without-pay-shall be-authorized-only-after-the-employee has-exhausted-all-accumulated-paid leave-entitlement-(sick-leave-and then-vacation-leave)--Following-a six-week-absence,-the-chief-administrative-officer-may-authorize-an additional-reasonable-period-of-time for-medical-disability-leave-without pay-on-an-individual-basis-after review-of-the-merits-of-each-particular-case,-and-subject-to-the-requirement-of-exhaustion-of-accumulated paid-leave.--Total-leave-without-pay for-medical-disability-shall-not exceed-twelve-months.
- 2-214 Vacation-leave-and-sick-leave-do-not accrue-while-on-medical-disability leave-without-pay.
- 2-215 Subject-to-fiscal-constraints, approval-of-medical-disability-leave shall-constitute-a-guarantee-of employment-for-the-period-of-the-medical-disability-leave.
- 2-216 The-employee-returning-from-medical disability-leave-will-furnish-a statement-from-a-duly-licensed-physician-certifying-that-the-employee-is medically-capable-of-resuming-normal working-duties.

- 2-217 In-the-case-of-faculty-on-medical disability-leave,-the-date-for-return to-work-will-coincide-with-the-beginning-of-the-next-semester,-following the-period-of-absence,-if-the-chief administrative-officer,-or-his-or-her delegate,-determines-that-such-beginning-date-is-necessary-in-order-to obtain-a-temporary-replacement-or-to maintain-the-integrity-of-the-academic-program-of-the-institution.
- 2-218 A-replacement-may-be-provided-on-a temporary-basis-during-the-absence of-an-employee-on-medical-disability leave.
- 2-219 An-employee-on-medical-disability leave-without-pay-is-entitled-to-continue-optional-group-insurance-coverages-at-the-employee's-own-expense.
- 2-220 If-an-employee-is-unable-to-return-to work-because-of-an-on-the-job-injury covered-by-Workers'-Compensation insurance,-the-employee-may-remain on-the-payroll-until-vacation-and sick-leave-are-exhausted,-or-may designate-in-writing-that-a-portion of-such-leave-may-be-used-for-this purpose.]

BACKGROUND INFORMATION

The passage of the federal Family and Medical Leave Act of 1993, which was enacted to be effective August 5, 1993, necessitates the proposed substantive changes to the Regents' Rules and Regulations, particularly the changes to Part Two. Outdated or unnecessary language related to maternity and medical disability leave is deleted and replaced with reference to the new federal law. A detailed policy memorandum has been circulated to all component institutions describing the provisions of the Act.

The proposed substantive changes to Part One are revisions to the text concerning leave without pay to be consistent with federal law and to clarify the approval procedure for leaves without pay. Additional editorial changes propose revision to remove unnecessary language on matters covered elsewhere in the Regents' Rules and Regulations.

The proposed changes have been reviewed and approved by the Office of General Counsel.

3. U. T. Board of Regents: Proposed Adoption of Amendments to the First Amended and Restated Master Resolution Establishing the Revenue Financing System and First Supplemental Resolution Establishing an Interim Financing Program, Request to Amend the Guidelines Governing Administration of the Revenue Financing System, and Authorization for Appropriate Officials to Execute Documents Relating Thereto.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Business Affairs that the U. T. Board of Regents:

- a. Adopt amendments to the Master Resolution and First Supplemental Resolution substantially in the form set out on Pages BAAC 9 - 14 to authorize the pledge of general tuition fees, increase the maximum amount of the interim financing program to \$150,000,000 and substitute self-liquidity in support of Revenue Financing System Variable Rate Notes in order to eliminate the requirement for a bank line of credit
- b. Adopt an amendment to the Guidelines Governing Administration of the Revenue Financing System by the addition of the following:
 7. Projects authorized by the U. T. Board of Regents to be funded as provided in Section 55.172 of the Texas Education Code and Chapter 803, Seventy-Third Legislature, Regular Session, 1993, shall be funded under these Guidelines except for the provisions of Section 1 related to project and Member capacity. The General Tuition of each institution shall be allocated to debt service on these projects on a basis consistent with that institution's relative share of total U. T. System tuition, the amount of General Revenue appropriated to that institution in reimbursement thereof, and the provisions of the Texas Education Code.

8. With regard to procedures relating to Notes purchased by the Board in the case of a failed remarketing of Variable Rate Notes issued by the Revenue Financing System, the following policies shall apply:
 - a. The maximum amount of Notes maturing on any one business day shall not exceed \$25,000,000 unless such date shall be the closing date of a Note refunding funded with proceeds from a Revenue Financing System bond issue covered by a bond purchase contract.
 - b. A credit agreement, as described in the First Supplemental Resolution to the Master Resolution, shall be obtained should the Unrestricted Fund Balances of the U. T. System fall below an amount equal to 1.5 times the then outstanding amount of all Variable Rate Notes.
 - c. Fees and charges associated with the use of a credit agreement or note purchase agreement shall be allocated to Members accessing the use of Variable Rate Notes and expended for both internal and external liquidity support as provided in written agreements.
- c. Authorize the officers and employees of the Office of Business Affairs and the Office of Asset Management to take any and all steps necessary to carry out the intentions of the U. T. Board of Regents to complete the transaction.

BACKGROUND INFORMATION

With the approval of the new Capital Improvement Program and legislation authorizing new tuition bond authority to fund the South Texas/Border Initiative, an expanded and modified commercial paper program is necessary to provide funds during construction of these projects. In addition, the recently authorized Short/Intermediate Term Investment Fund, managed by the Office of Asset Management, provides a ready source of liquidity to support outstanding commercial paper allowing the U. T. System to dispense with its line of credit with Morgan Guaranty Bank. The authorization requested will increase the maximum size of the program from \$100,000,000 to \$150,000,000, pledge tuition to the security for Revenue Financing System debt, and cancel the line of credit.

Future bond issues will be sold to retire the commercial paper. The Texas Legislature authorized the sale of \$163,000,000 of tuition bonds specifically for the South Texas/Border projects. All bond issues, including the tuition bonds, will be sold under the Revenue Financing System, providing the strongest possible security and lowest cost to the U. T. System. The Guidelines Governing Administration of the Revenue Financing System were approved by the U. T. Board of Regents in April 1990 and amended in April 1993.

Many universities around the country with strong institutional fund balances have successfully moved to providing self-liquidity, saving the cost of a bank line of credit. Annual savings are estimated to be approximately \$160,000 to the U. T. System. These fees will now be directed to the Short/Intermediate Term Investment Fund in recognition of its position as the primary source of liquidity should a failed remarketing of commercial paper notes occur. All U. T. System components and U. T. System Administration have access to this fund for investment purposes and will benefit from the process. In the history of the tax-exempt commercial paper market, there has never been a failed remarketing due to market conditions. Rating agency standards require that an issuer provide evidence of sufficient internal liquidity to support its issuance of commercial paper or an acceptable bank line of credit. The Short/Intermediate Term Fund Advisory Board has approved the plan.

**RESOLUTION AMENDING
MASTER RESOLUTION ESTABLISHING THE UNIVERSITY OF TEXAS SYSTEM
REVENUE FINANCING SYSTEM**

WHEREAS, on the 14th day of February, 1991, the Board of Regents (the "Board") of The University of Texas System adopted the "Amended and Restated Master Resolution Establishing The University of Texas System Revenue Financing System" (the "Master Resolution") to establish a new System-wide financing structure for revenue supported indebtedness which would provide reduced costs and increased borrowing capacity to the components of the System, additional security to the credit markets, and greater financial flexibility to the Board; and

WHEREAS, terms used herein and not otherwise defined have the meanings given in the Master Resolution; and

WHEREAS, the Master Resolution provides that it may be amended without the consent of the Holders to supplement the security for the Outstanding Parity Debt; and

WHEREAS, pursuant to Chapter 803, Seventy-Third Legislature, Regular Session, 1993 (the "Act") the Board is authorized to finance certain improvements pursuant to the Revenue Financing System and to pledge all or any part of the revenue funds of an institution, branch or entity of the System, including student tuition charges required or authorized by law to be imposed on students enrolled at an institution, branch or entity of the System; and

WHEREAS, the Board deems it necessary and desirable to amend the definition of Pledged Revenues in the Master Resolution as contemplated by the Act and to make the other necessary changes in connection therewith in order to permit the issuance of Commercial Paper Notes pursuant to the First Supplemental Resolution to the Master Resolution to carry out the intent of the Legislature as expressed in the Act;

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

Section 1. Exhibit A of the Master Resolution is hereby amended in the following manner:

(a) The definitions of Pledged Revenues and Prior Encumbered Obligations are amended to read as follows:

"Pledged Revenues" means, subject to the provisions of the Prior Encumbered Obligations, collectively (i) the Pledged Tuition Fee, (ii) the Pledged General Fee, (iii) the Pledged Practice Plan Funds, (iv) the Pledged General Tuition, and (v) any or all of the revenues, funds, and balances now or hereafter lawfully available to the

Board and derived from or attributable to any Member of the Financing System which are lawfully available to the Board for payments on Parity Debt; provided, however, that the following shall not be included in Pledged Revenues unless and to the extent set forth in a Supplement: (a) the interest of The University of Texas System in the Available University Fund under Article 7, Section 18 of the Constitution of the State of Texas, including the income therefrom and any fund balances relating thereto; (b) amounts received on behalf of any Member under Article 7, Section 17 of the Constitution of the State of Texas, including the income therefrom and any fund balances relating thereto; (c) except to the extent so appropriated, general revenue funds appropriated to the Board by the Legislature of the State of Texas; and (d) Practice Plan Funds of any Member, including the income therefrom and any fund balances relating thereto not included in Pledged Practice Plan Funds.

"Prior Encumbered Obligations' means the M.D. Anderson Hospital and Tumor Institute at Houston Endowment and Hospital Revenue Bonds, Series 1972, the M.D. Anderson Hospital Revenue Subordinate Lien Bonds, Series 1976, the Board of Regents of The University of Texas System General Tuition Revenue Refunding Bonds, Series 1986, the Board of Regents of The University of Texas System General Tuition Revenue Refunding Bonds, New Series 1992, the Pan American University Tuition Revenue Refunding Bonds, Series 1986, and those bonds or other obligations of an institution outstanding on the date it becomes a Member of the Financing System and which are secured by a lien on and pledge of the Prior Encumbered General Fee, the Prior Encumbered Revenues, the Prior Encumbered Tuition Fee, the Prior Encumbered General Tuition, and/or the Prior Encumbered Practice Plan Funds charged and collected at such institution and all existing obligations of the Board secured by a lien on a portion of the Pledged Revenues which is superior to the lien established by this Resolution on behalf of Parity Debt."

(b) Exhibit A of the Master Resolution is further amended by adding thereto the following definitions:

"Pledged General Tuition' means all of the aggregate amount of student tuition charges now or hereafter required or authorized by law to be imposed on students enrolled at each and every institution, branch, and school, now or hereafter operated by or under the jurisdiction of the Board, but specifically excluding and excepting (1) the amount of tuition scholarships now provided for by law, and (2) the Pledged Tuition Fees; and it is provided by law and hereby represented and covenanted that the aggregate amount of student tuition charges which are now required or authorized by law to be imposed, and which are pledged to the payment of the Parity Debt shall never be reduced or abrogated while such obligations are outstanding; it being further covenanted that the aggregate amount of student tuition charges now required or authorized by law to be imposed on students enrolled at

each and every institution, branch, and school operated by or under the jurisdiction of the Board are set forth in the Texas Education Code, as amended, to which Code reference is hereby made for all purposes.

"Prior Encumbered General Tuition" means the Pledged General Tuition securing Prior Encumbered Obligations and the tuition charges in the maximum amount permitted in the definition of Pledged General Tuition charged and collected at an institution which becomes a Member of the Financing System after the date of adoption of this Resolution and which are pledged to the payment of bonds or other obligations outstanding on the date such institution becomes a Member of the Financing System."

Section 2. The Executive Director of Finance, as the U.T. Representative, is hereby authorized and directed to take such action and give such notices as are required to implement this amendment.

Section 3. The Executive Director of Finance and the General Counsel are authorized to approve any technical amendments to this Resolution requested by the rating agencies as a condition to their issuance or maintenance of a rating on Parity Debt.

Section 4. Other than set forth in this amendment, the Master Resolution is not amended, altered or rescinded and is in full force and effect.

**RESOLUTION
AMENDING FIRST SUPPLEMENT RESOLUTION TO THE
MASTER RESOLUTION**

WHEREAS, the Board of Regents (the "Board") of The University of Texas System has adopted the "Amended and Restated Master Resolution Establishing The University of Texas System Revenue Financing System" (the "Master Resolution"), originally adopted on April 12, 1990 and amended and restated on February 14, 1991, to establish a new System-wide financing structure for revenue supported indebtedness which would provide reduced costs and increased borrowing capacity to the components of the System, additional security to the credit markets, and greater financial flexibility to the Board; and

WHEREAS, on the 12th day of April, 1990 the Board adopted the First Supplemental Resolution to the Master Resolution Establishing the University of Texas System Revenue Financing System (the "First Supplement") which established an interim financing program pursuant to which the Board has issued its Revenue Financing System Commercial Paper Notes, Series A to provide interim financing for capital improvements and to finance equipment purchases; and

WHEREAS, terms used herein and not otherwise defined have the meanings given in the First Supplement and the Master Resolution; and

WHEREAS, pursuant to Section 55.172, Texas Education Code and Chapter 803, Seventy-Third Legislature, Regular Session 1993 (collectively the "Acts") the Board deems it necessary to amend the First Supplement to increase the aggregate principal amount of Notes which may be outstanding thereunder and to authorize an agreement with the State Treasurer regarding tuition revenues and wire transfers of moneys; and

WHEREAS, the staff has recommended and the Board hereby finds and determines to further amend the First Supplement to provide that the System shall provide liquidity for the Project Notes outstanding thereunder;

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

Section 1. Section 2.01 of the First Supplement is amended to read as follows:

"Section 2.01. GENERAL AUTHORIZATION. Pursuant to authority conferred by and in accordance with the provisions of the Constitution and laws of the State of Texas, particularly the Acts, Project Notes shall be and are hereby authorized to be issued in an aggregate principal amount not to exceed ONE HUNDRED FIFTY MILLION DOLLARS (\$150,000,000) at any one time

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outstanding for the purpose of financing Project Costs of Eligible Projects and to refinance, renew, or refund Notes, Prior Encumbered Obligations, and Parity Debt, including interest thereon. For purposes of this Section 2.01, any portion of Outstanding Notes to be paid from money on deposit with the Issuing and Paying Agent and from the available proceeds of Parity Debt or other obligations of the Board issued on the day of calculation shall not be considered Outstanding. The authority to issue Project Notes from time to time under the provisions of this Supplement shall exist until the Maximum Maturity date, regardless of whether prior to the Maximum Maturity Date there are at any time no Project Notes Outstanding."

Section 2. Section 2.05 and 2.06 of the First Supplement are amended to read as follows:

"Section 2.05. SERIES A CREDIT AGREEMENT. The Board reserves the right to enter into a Series A Credit Agreement containing substantially the same terms and conditions as the Series A Credit Agreement originally entered into in connection with the initial issuance of Notes under this First Supplement. Whenever the term "Series A Credit Agreement" is used in the First Supplement, it shall refer to the agreement referred to in this Section and the term "Advances" as originally defined in the First Supplement shall mean advances under such Agreement.

"Section 2.06. PROMISSORY NOTE. The Board reserves the right to authorize one or more promissory notes to evidence advances under the Series A Credit Agreement and such promissory notes shall constitute Promissory Notes as originally defined in the First Supplement and shall be on a parity and of equal dignity with the Project Notes."

Section 3. Sections 6.01, 6.02 and 6.03 of the First Supplement are hereby amended to read as follows:

"Section 6.01. LIMITATION ON ISSUANCE. Unless this First Supplement and the Series A Credit Agreement are amended and modified by the Board in accordance with the provisions of Section 8.01, the Board covenants that there will not be issued and Outstanding at any time more than \$150,000,000 in principal amount of Project Notes. The Board, however, does reserve the right to increase said amount by an amendment to this First Supplement and to issue additional Parity Debt in excess of said amount by a Supplement duly adopted by the Board.

"Section 6.02. [Intentionally Omitted].

"Section 6.03. AVAILABLE FUNDS. (a) To the extent Notes cannot be issued to renew or refund Outstanding Notes, the Board shall provide funds or shall in good faith endeavor to sell a sufficient principal amount of Parity Debt or other obligations of the Board in order to have funds available, together with other moneys

available therefor, to pay the Notes and the interest thereon, or any renewals thereof, as the same shall become due, and other amounts due under the Credit Agreement.

"(b) Notwithstanding anything to the contrary contained herein, to the extent that the Dealer cannot sell Notes to renew or refund Outstanding Notes on their maturity, the Board covenants to use lawfully available funds to purchase Notes issued to renew and refund such maturing Notes and such payment, issuance and purchase are not intended to constitute an extinguishment of the obligation represented by such maturing Notes and the Board may issue Notes to renew and refund the Notes held by it when the Dealer is again able to sell Notes. While such Notes are held by the Board they shall bear interest at the prevailing market rate for alternative taxable investments of similar maturity and credit rating."

Section 4. The Executive Director of Finance is authorized to enter into an agreement with the State Treasurer relating to the handling of tuition revenues and the wire transfers of such funds.

Section 5. The Executive Director of Finance and the General Counsel are authorized to approve any technical amendments to this Resolution requested by the rating agencies as a condition to their issuance or maintenance of a rating on Parity Debt issued under the Master Resolution.

Section 6. This Resolution Amending the First Supplement shall take effect upon the retirement of all currently outstanding Notes and prior to the delivery of any additional Notes under the First Supplement. Other than as set forth in this Resolution, the First Supplement is not amended, altered or rescinded and is in full force and effect.

Academic Affairs Committee

ACADEMIC AFFAIRS COMMITTEE
Committee Chairman Holmes

Date: October 8, 1993
Time: Following the meeting of the Business Affairs and
Audit Committee
Place: Room NB2.402, Simmons Biomedical Research Building
U. T. Southwestern Medical Center - Dallas

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1. U. T. System: Recommendation to Approve Standard Agreement of Academic Cooperation with Foreign Institutions.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and the Executive Vice Chancellor for Health Affairs that the U. T. Board of Regents approve the agreement of cooperation set out on Pages AAC 3 - 5 as a standard agreement to be used by the U. T. System component institutions seeking to cooperate with foreign institutions on academic programs.

It is further recommended that future agreements identical to or substantially similar to this standard agreement be submitted to the U. T. Board of Regents for approval via the institutional docket after review and approval by U. T. System Administration.

This item requires the concurrence of the Health Affairs Committee.

BACKGROUND INFORMATION

The proposed agreement has been used successfully for over a year with approval accomplished via individual agenda items for each agreement of cooperation. The proposed agreement specifies the goals of a cooperative agreement between a U. T. System component institution and a foreign university and provides the framework for more specific program agreements. The proposed agreement is for an initial term of ten years and may be terminated earlier by either institution upon 90 days written notice.

AGREEMENT OF COOPERATION
BETWEEN
(institution)
AND
THE UNIVERSITY OF TEXAS _____

THE UNIVERSITY OF TEXAS _____ (hereinafter referred to as U.T. _____) and _____ (hereinafter referred to as _____) enter into an agreement of cooperation to establish a program of exchange and collaboration in areas of interest and benefit to both institutions.

I.

The purposes of the cooperation between U.T. _____ and _____ are as follows:

- to promote interest in the teaching and research activities of the respective institutions, and
- to deepen the understanding of the economic, cultural and social issues environment of the respective institutions.

II.

To achieve these goals, U. T. _____ and _____ will, insofar as the means of each allow:

- promote institutional exchanges by inviting faculty and staff of the partner institution to participate in a variety of teaching and/or research activities and professional development;
- receive undergraduate and graduate students of the partner institution for periods of study and/or research;
- organize symposia, conferences, short courses and meetings on research issues;
- carry out joint research and continuing education programs; and
- exchange information pertaining to developments in teaching, student development and research at each institution.

III.

Each institution shall designate a coordinator to oversee and facilitate the implementation of this Agreement. The coordinators, working with other appropriate administrators at the respective universities, shall have the following responsibilities:

- to promote academic collaboration at both faculty, graduate and undergraduate student levels for research and study;
- to act as principal contacts for individual and group activities and to plan and coordinate all activities within their institutions as well as with the partner institution;
- to distribute to each institution information about the faculty, facilities, research, publications, library materials and educational resources of the other institution; and
- to meet periodically to review and evaluate past activities and to work out new ideas for future cooperative agreements.

IV.

This general AGREEMENT OF COOPERATION shall be identified as the parent document of any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing, executed by the duly authorized representatives of the parties, and approved in writing by the Executive Vice Chancellor for _____ Affairs of The University of Texas System. The scope of the activities under this agreement shall be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.

V.

(Cover travel and living expenses. Examples:

All travel and living expenses will be the responsibility of the home institution. The host institution will assist professional staff engaged in teaching or research to find local living facilities.

or

Except as may be stipulated in any specific program agreement, each institution shall be responsible for expenses incurred by its employees under this agreement.)

VI.

Upon approval by each institution, this agreement shall remain in effect for a period of ten (10) years unless terminated earlier by either institution. Such termination by one institution shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate. Termination shall be without penalty. If this agreement is terminated, neither U. T. _____ nor _____ shall be liable to the other for any monetary or other losses which may result.

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

THE UNIVERSITY OF TEXAS
AT _____

BY: _____

TITLE: _____

OTHER INSTITUTION NAME

BY: _____

TITLE: _____

2. U. T. Arlington: Proposed Appointment to the George W. and Hazel M. Jay Professorship in the School of Nursing Effective Immediately.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Amacher that Dr. Myrna Pickard, Dean and Professor of Nursing at U. T. Arlington, be appointed as initial holder of the George W. and Hazel M. Jay Professorship in the School of Nursing effective immediately.

BACKGROUND INFORMATION

Dr. Myrna Pickard joined the U. T. System in 1971 as Associate Dean of the U. T. Arlington School of Nursing, formerly U. T. System School of Nursing at Fort Worth, and was promoted to Dean and Professor in 1974. She is an outstanding administrator who is well known within national and international nursing organizations and who has served on numerous planning, steering, and advisory boards.

The George W. and Hazel M. Jay Professorship was established by the U. T. Board of Regents at the February 1988 meeting.

3. U. T. Arlington: Recommendation to Name Courtyard (Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, Naming of Facilities Other Than Buildings).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Amacher that the courtyard between the Architecture and Fine Arts Buildings at U. T. Arlington be designated as the Richard B. Myrick Courtyard in accordance with the Regents' Rules and Regulations, Part One, Chapter VIII, Section 1, Subsection 1.2, relating to the naming of facilities other than buildings.

BACKGROUND INFORMATION

The proposed naming of this courtyard is in memory of Richard B. Myrick, Professor Emeritus of Landscape Architecture at U. T. Arlington. Professor Myrick joined the U. T. Arlington faculty in 1975 and served as Director of Landscape Architecture until his retirement in 1987. Professor Myrick bequeathed his extensive landscape architecture library to the University along with funds to help defray the costs of cataloging his collection. An agenda item accepting the bequest will be prepared for a future meeting of the U. T. Board of Regents.

4. U. T. Arlington: Proposed Teaming Agreement with Network Management Technology, Inc. (NMTI), Sugar Land, Texas.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Amacher that the U. T. Board of Regents approve the proposed Teaming Agreement between U. T. Arlington and Network Management Technology, Inc. (NMTI), Sugar Land, Texas, set out on Pages AAC 8 - 12.

The purpose of the agreement with NMTI, a Texas corporation, is to establish a working team relationship to prepare and submit a proposal to The Electric Power Research Institute on a forthcoming competitive bid for The Resource Scheduling and Generation Control project and to carry out the work outlined in the agreement should a contract result from the proposal.

BACKGROUND INFORMATION

The proposed agreement has been reviewed and approved by the Office of General Counsel and will become effective upon approval by the U. T. Board of Regents and NMTI. This agreement is similar to other teaming agreements previously approved by the U. T. Board of Regents.

TEAMING AGREEMENT

This Teaming Agreement (hereafter called "Agreement"), is made as of the _____ day of _____, 199__, between the University of Texas at Arlington, a state agency governed by The Board of Regents of The University of Texas System, having offices at 701 South Nedderman Drive, Arlington, Texas, 76013 (hereinafter referred to as "THE UNIVERSITY") and Network Management Technology, Incorporated, a member of the Elsag Bailey Group, having offices at 12808 West Airport Boulevard, Sugar Land, Texas (hereinafter referred to as "NMTI").

WHEREAS NMTI has developed a base computer system for the control of power in electric utility systems, and

WHEREAS The UNIVERSITY, through its Energy System Research Center (hereinafter referred to as "ESRC"), has developed an expertise in the research and development of electric utility power applications, and

WHEREAS the combined resources of NMTI and THE UNIVERSITY will improve the probabilities of both entities being awarded portions of a forthcoming competitive bid on The Resource Scheduling and Generation Control project (hereinafter called "RSGC") to be tendered by The Electric Power Research Institute (hereinafter called "EPRI"), and

WHEREAS there is a possibility of participation in the RSGC project by another member of the Elsag Bailey group, in addition to NMTI,

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the parties agree as follows, with the understanding of being legally bound;

ARTICLE I. BIDDING

If NMTI receives a Request for Proposal (RFP) from EPRI for the aforementioned RSGC project, and elects to submit a prime contract quotation to EPRI, THE UNIVERSITY agrees to submit a subcontract bid only to NMTI.

If NMTI does not receive an RFP from EPRI for the RSGC project, or receives an RFP but elects not to submit a quotation to EPRI, THE UNIVERSITY may bid to others in any bidding arrangement they deem appropriate.

ARTICLE II. SUBCONTRACT

If, prior to December 31, 1993, NMTI is awarded a contract by EPRI as a result of the aforementioned bid, THE UNIVERSITY will sign a subcontract with NMTI to provide certain software and services, as mutually agreed by means of a subcontract which shall incorporate substantive provisions of the contract negotiated by NMTI with EPRI. NMTI agrees that no contract provision will be negotiated with EPRI which will increase any burden or expense on THE UNIVERSITY without THE UNIVERSITY'S prior consent.

Anything to the contrary notwithstanding, the liability of NMTI to THE UNIVERSITY shall be limited to the contract sum to be paid to THE UNIVERSITY.

If NMTI is awarded a contract for the subject RFP, the parties agree to negotiate a subcontract, and agree that in the exercise of their judgment, they shall not be unreasonable, arbitrary, or capricious. If said negotiations do not result in an agreement between the parties, neither party shall participate further in the RFP or resulting contract.

NMTI shall be responsible for the overall representation of the team. However, neither party shall take any action or make any representation which creates an obligation for or binds the other party without specific prior consent.

ARTICLE III. CONFIDENTIAL INFORMATION

During the term of this Agreement, THE UNIVERSITY and NMTI, to the extent of their right to do so, and as required for each to perform its obligation hereunder, may exchange proprietary and confidential information (hereinafter "Confidential Information").

The purpose of this exchange would be to allow the receiving party, or other member of its corporate family, access to Confidential Information which is proprietary to the disclosing party and which the disclosing party considers to be confidential and/or of a trade secret status. The purpose of permitting this access is to allow the receiving party to use the Confidential Information or portions thereof for the sole purpose(s) of:

Negotiating, discussing and contracting for the RFP;

Proprietary or confidential information which is exchanged may be used by the receiving party only in connection with the proposal to EPRI for RFP or in the performance of the subsequent contract awarded to NMTI as prime contractor and THE UNIVERSITY as NMTI's subcontractor.

Any other use of the Confidential Information except as is herein described, whether such use be on any other inquiry from EPRI or elsewhere, is expressly prohibited unless otherwise agreed in writing. The receiving party will use at least the same effort in maintaining confidentiality as it uses with its own confidential information.

Subject to the other provisions of this ARTICLE III, of this Agreement, Confidential Information shall include any information of any kind furnished under this Agreement by the disclosing party in writing and clearly marked "Confidential" or "Proprietary" or otherwise similarly marked, including, but not limited to systems concepts, drawings, models, software embodiments (both object and source code and firmware), product protocol designs, product specifications, product performance data, trade secrets, and technical data. Where a writing is not available, Confidential Information also includes oral information clearly identified as confidential or proprietary which is reduced to writing and sent to the recipient party within three calendar days of its communication.

All such information so marked and disclosed shall herein be referred to as Confidential Information.

The parties' respective designated Team Leader and/or Project Manager shall be the individuals within both respective parties' organization for receiving proprietary or confidential information exchanged between the parties pursuant to this Agreement.

"Confidential Information" shall not include any information that the recipient party can establish as follows:

- (a) was publicly known at the time of communication thereof to the recipient party; or
- (b) becomes publicly known through no fault of the recipient party; or
- (c) was lawfully obtained from a source other than the disclosing party without a breach of this or any other agreement and with the right to disclose; or

(d) was approved for release by written authorization of the proprietary party.

The burden of proof is on the recipient party to establish the existence of any of the conditions identified in (a), (b), (c) or (d) of this paragraph.

It is agreed that all the Confidential Information shall remain the exclusive property of the disclosing party and that the disclosing party is not transferring or waiving any of its title or rights relative to such property.

All of the Confidential Information and the associated documentation and other information (and copies thereof) of the Confidential Information shall be returned to the proprietary party, upon the earlier of (i) the proprietary party's written request or (ii) when the purpose of this Agreement has been fulfilled. The obligations of confidentiality and non-disclosure under this Agreement shall not terminate with the return of the Confidential Information but shall survive and remain effective, except under the conditions stated herein.

In the event this Agreement is terminated, upon written notice from the proprietary party, the recipient party shall immediately return all Confidential Information and all copies thereof to the proprietary party. In such event, the recipient party agrees that it will not thereafter use the other's Confidential Information for any reason or purpose, unless otherwise expressly agreed in writing.

Both parties shall be entitled to all of the rights and remedies at law, by statute or otherwise in the event of any violation of this Agreement.

ARTICLE IV. TERM

This Agreement shall remain in force from the date first above shown, until the earlier of the following, unless extended by mutual agreement of the parties:

- a. Until the signing of a subcontract between **THE UNIVERSITY** and **NMTI**
- b. Until the signing of a contract based on the RFP between **EPRI** and a party other than **NMTI**
- c. The cancellation by **EPRI** of the procurement based on the RFP
- d. Written mutual agreement of the parties hereto
- e. Two years after the date of this Agreement as first above shown.

ARTICLE V INDEPENDENT CONTRACTORS

This Agreement is not intended by the parties to constitute or create a joint venture, partnership, or formal business organization of any kind, other than an independent contractor teaming arrangement, and the rights and obligations of the parties shall be only those expressly set forth herein. Neither party shall have authority to bind the other except to the extent authorized herein. **THE UNIVERSITY** and **NMTI** shall remain as independent contractors at all times and neither party shall act as the agent of the other.

As such, except as specified herein, each party will bear all costs, risks and liabilities incurred by it arising out of its obligations and efforts under this Agreement during the preproposal and proposal periods, which are defined as the periods up to an award of a subcontract to **THE UNIVERSITY**. Except as specified herein, neither party shall have any right to any

reimbursement, payment or compensation of any kind from the other during the period up to the award of a subcontract to THE UNIVERSITY by NMTI.

IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OF THE OTHER PARTY.

The parties further agree that they will not actively participate in other team efforts that are competitive to this Agreement for this specific RFP nor compete independently for work covered by this specific RFP during the duration of this Agreement. The term "active participation", as used herein, includes the interchange of technical data with competitors

ARTICLE VI. GENERAL

A. Waiver. The failure of either party to insist, in one or more instances, upon performance of any term or condition or to exercise any right shall not be construed as a waiver of future performance or right.

B. Notice. Formal written notice when required by the terms of this Agreement shall be either (i) sent by certified mail, return receipt requested, postage prepaid, and shall be deemed given four (4) working days after being deposited with the United States Postal Service, or (ii) sent by facsimile transmission ("fax") with a confirmation copy promptly sent by the United States Postal Service, and shall be deemed given the date of the Fax valid transmission acknowledgment. Such notice shall be addressed to:

For NMTI: Network Management Technology, Incorporated
Attn.: Contracts Manager
P.O. Box 5031
Sugar Land, Texas 77487-5031
Fax number: 713-240-6986

For THE UNIVERSITY: The University of Texas at Arlington
Attn.: Office of Sponsored Projects
UTA Box 19145
Arlington, Texas 76019-0145
Fax number: 817-273-2625

C. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas, without reference to its conflict of laws rules, and any questions or disputes concerning the validity and operation of this Agreement or questions of fact or law regarding same shall come within the jurisdiction of courts located in the State of Texas.

D. Publicity. Neither party shall publicly advertise or disclose the contents of this Agreement except with the prior written permission of the other party except as such disclosure may be required by law.

E. Conflict of Interest. Each party hereto represents that it does not have and will not engage in any work or undertaking which shall materially conflict with or create any impediment to its own or the other party's performance of this Agreement or the rights conveyed hereunder.

F. Modification. This Agreement may be changed or modified only by a writing signed by a duly authorized representative of each party.

G. Assignment. This Agreement may not be assigned or otherwise transferred by either

party in whole or in part without the express prior written consent of the other party, which consent will not unreasonably be withheld. The foregoing shall not apply in the event either party shall change its corporation name or merge with another corporation or substantially all of its assets, including this Agreement, be sold to another corporation.

H. **Headings.** The headings and titles to the Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

I. **Entire Agreement.** This Agreement contains all of the agreements, representations and understanding of the parties hereto with respect to RFP and supersedes and replaces any and all previous understandings, commitments or agreements, oral or written, related to the award of a contract under RFP as set forth herein.

IN WITNESS WHEREOF, a duly authorized representative of each party has signed this Agreement.

THE UNIVERSITY OF TEXAS AT
ARLINGTON

NETWORK MANAGEMENT TECHNOLOGY,
INCORPORATED

Signature _____

Signature _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FORM APPROVED:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Office of General Counsel
The University of Texas System

By: _____
James P. Duncan
Executive Vice Chancellor for
Academic Affairs

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 _____, 199__ and that the person whose signature appears above is authorized to execute such agreement on behalf of the Board.

Executive Secretary, Board of Regents
The University of Texas System

5. U. T. Arlington: Recommendation for Approval of Articles of Collaboration to Create Trauma Care Information Management System Consortium and Request for Authorization to Execute Document.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Amacher that approval be given to the Articles of Collaboration to create the Trauma Care Information Management System Consortium set out on Pages AAC 14 - 27 with U. T. Arlington as a participant.

It is further recommended that President Amacher be authorized to execute this document with the understanding that any and all specific agreements arising from the document are to be submitted for prior administrative review and approval as required by the Regents' Rules and Regulations.

BACKGROUND INFORMATION

Approval of the Articles of Collaboration will allow U. T. Arlington to join the Trauma Care Information Management System Consortium which plans to submit bids related to performance of tasks related to the Scenario Base Engineering Process to the Advanced Research Projects Agency (a U. S. Government agency) for consideration.

The Articles create a research consortium as defined in the National Cooperative Research Act of 1984 which provides certain advantages and exemptions for such consortiums.

Other parties to the document are Medical College of Georgia Research Institute, Inc., Augusta, Georgia; Uniformed Services University of the Health Sciences, Bethesda, Maryland; University of Southern California Information Sciences Institute, Marina Del Rey, California; and several national and international corporations, with Rockwell International Corporation, Richardson, Texas, as the "prime" corporate participant pursuant to the Articles.

The Articles grant a royalty-free, nonexclusive cross-license to other members related to consortium intellectual property.

The document has been reviewed and approved by the Office of General Counsel.

REVISION J
8/30/93

ARTICLES OF COLLABORATION
FOR
TRAUMA CARE INFORMATION MANAGEMENT
CONSORTIUM

These Articles of Collaboration (hereinafter "Articles") are entered into among the following parties:

AMERICAN TELEPHONE AND TELEGRAPH (hereinafter AT & T)

ISX CORPORATION (hereinafter ISX)

MEDICAL COLLEGE OF GEORGIA RESEARCH INSTITUTE, INC.
(hereinafter MCGRI)

NCR CORPORATION (hereinafter NCR)

NSC TRAUMA AND EMERGENCY MEDICAL SERVICES (hereinafter
NSC-MIEMSS)

ROCKWELL INTERNATIONAL CORPORATION
COMMAND AND CONTROL SYSTEMS DIVISION (hereinafter RI-CCSD)
SCIENCE CENTER (hereinafter RI-SC)

TEXAS INSTRUMENT, DEFENSE SYSTEMS & ELECTRONICS GROUP
(hereinafter "TI")

UNIFORMED SERVICES UNIVERSITY OF THE HEALTH SCIENCES
(hereinafter USUHS) in cooperation with THE HENRY M. JACKSON
FOUNDATION FOR THE ADVANCEMENT OF MILITARY MEDICINE

UNIVERSITY OF SOUTHERN CALIFORNIA INFORMATION SCIENCES
INSTITUTE (hereinafter USC-ISI)

UNIVERSITY OF TEXAS at ARLINGTON (hereinafter UTA)

hereinafter collectively identified as "Parties" and individually identified as a "Party", to establish the TRAUMA CARE INFORMATION MANAGEMENT SYSTEM Consortium (hereinafter "Consortium").

WHEREAS the Parties have complementary research interests and wish to apply their talents and experiences to improving the quality and functionality of medical information systems, in the form of TRAUMA CARE INFORMATION MANAGEMENT and to better understand the applications of this technology, including without limitation, demonstration of such technology (hereinafter "Scope of Research"); and

REV.H (9-30-93)

WHEREAS the principal purpose of this Consortium is neither to supply property or services for the direct benefit or use of the U.S. Government, nor to transfer a thing of value to State or local governments or other recipient to carry out a public purpose of support or stimulation authorized by U.S. laws, and thus it is not feasible or appropriate for the Parties and the Agency (defined below) to enter into a procurement contract, or grant agreement with any U. S. Government Agency; and

WHEREAS the Parties anticipate receiving partial and incremental funding from a U. S. Government agency ("AGENCY") to perform the Scope of Research; and

WHEREAS the Parties wish to be bound together in a cooperative research consortium by these Articles in the form of a Joint Research and Development Venture as such term is defined in the National Cooperative Research Act of 1984 through a Cooperative Agreement as such term is defined in 31 U.S.C. §6305;

Hereinafter the following definitions apply:

ROCKWELL INTERNATIONAL CORPORATION once having executed these Articles, is the Lead Party (hereinafter "Lead Party").

Each of the PARTIES, once having executed these Articles, is a "Party".

ROCKWELL, once having executed these Articles shall act as, or arrange for, the Financial Service Provider to the Consortium. (see para. 7a)

The U.S. Governmental Agency identified as providing funding to the Consortium as a whole is the Advanced Research Project Agency (hereinafter "ARPA") during the period such funding is available or being used.

Intellectual Property means any inventions, creations, improvements, mask works, works of authorship or other developments, whether patentable, copyrightable or not. "Intellectual Property Rights" means any Rights in patents, copyrights, mask works, trade secrets and confidential information.

NOW THEREFORE, the Parties agree as follows:

1. (a) The Parties hereby establish a joint research and development Consortium to engage in a collaborative research effort of limited duration to gain further knowledge and understanding of the technologies described or identified elsewhere in this document, for the purposes and within the Scope of Research set forth herein. (Appendix B)

REV.H (9-30-93)

(b) Subject to the availability of ARPA funding, the Parties individually agree to expend "reasonable efforts", within the terms of the ARPA Funding Agreement, to achieve the goals assigned to them as defined in a Task and Funding Allocation Project Statement (hereinafter "Project Statement"), to be attached hereto and incorporated herein. By execution of these Articles, each Party authorizes the Management Committee or its designees, as its agent to enter into a single "other transaction" with ARPA as said term is defined in 10 U.S.C. §2371 which shall hereinafter be referred to as the "Funding Agreement" and under which ARPA shall fund the Consortium in accordance with the Project Statement. During the performance of the Project Statement, if the Management Committee reasonably determines that any Party has used its "reasonable efforts" to perform the tasks assigned to that Party in the Project Statement for any given goal, the Management Committee will instruct the Financial Provider to disburse to that Party, the funds associated with that goal, such funds as have been provided by ARPA. The Management Committee shall not unreasonably withhold funding from any Party after the submission of properly prepared invoices, provided that funding has been provided by ARPA to the Financial Services Provider.

(c) These Articles shall not preclude any Party from developing at its own expense derivative complimentary technology derived from its Consortium Intellectual Property but outside of the Project Statement (hereinafter "Proprietary Technology") provided that the Proprietary Information and other rights of other Parties hereinunder are not violated. The developing Party under this subparagraph reserves all Intellectual Property Rights in such Proprietary Technology so developed.

2.(a) Subject to the terms and conditions stated herein, the Consortium will be managed and governed by a "Management Committee", which is empowered to determine all policy, business, financial, legal, and technical issues of the Consortium and to represent the Consortium and the Parties in reporting progress, in negotiating, and in transacting business with ARPA. Specifically and without limitation, the Management Committee is empowered to redirect the research, redefine the tasks and goals of the Parties, and to proportionally equitably adjust to all Parties the amount of funding provided by ARPA.

(b) The Rockwell Program Manager and a "Voting Party" from each Party, shall be the voting representatives which will comprise the Management Committee. The Management Committee will meet in regular meetings every three months at alternating locations or as is mutually agreeable to the Management Committee Parties. All Parties and ARPA, if required, may send one non-voting representative to participate in committee meetings, with prior notification.

REV.G

Each voting representative may, with prior permission of the Management Committee, be accompanied by other employees of the Party or ARPA, including, without limitation, financial, business, and legal personnel. Third parties may attend the committee meetings at the invitation of the Management Committee. The Management Committee may exclude representatives of ARPA and non-voting representatives from portions of the committee meetings.

(c) The host representative to the Management Committee will act as chairman of the committee meetings, and will deliver notification to all Parties and ARPA regarding meetings of the Management Committee. Any Voting Party may call a special meeting of the Management Committee. A voting member from at least 75% of the Parties must be present in person or by telephone, to constitute a quorum.

(d) Subject to the consent of the Management Committee, Rockwell will appoint a Financial Provider to the Consortium, who will attend the committee meetings and will provide a single point of contact to the financial officers of the Parties, ARPA or their designees.

(e) The Party hosting the Management Committee meetings will appoint an individual who will assure that minutes of the meetings are recorded and distributed to all Parties, within 15 days after each meeting.

(f) In the event that the Management Committee is unable to resolve any intra-consortium dispute, the dispute will be elevated to the Vice President and General Manager of Rockwell - CCSD, for resolution with the appropriate executive management of the other Parties of the Consortium.

3. Unanimous agreement of the Management Committee is required to make the following decisions for the Consortium, including, without limitation:

- (a) Revise the Articles of Collaboration;
- (b) Revise or terminate any Funding Agreement with ARPA;
- (c) Delegate authority of Management Committee to the Financial Provider and Chairman of the Management Committee;
- (d) Change or eliminate any ARPA funding allocated to any Party as technically and/or financially justified, but a Party experiencing any reduction in ARPA funding may pro rata reduce its internally funded participation in the Consortium;
- (e) Approve annual program plan for funding and adjusting funding to all Parties.

ARPA approval may be required for items 3(b) and 3(d) above.

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Unless otherwise specified by the Management Committee, a 75% vote will be required for all other issues to be passed by the Management Committee.

4. Provided there are no funding conflicts, the Management Committee, may consent to admit a new member to the Consortium. Such new member shall become a Party upon its execution of these Articles. The Management Committee will consider admitting new Parties on a non-discriminatory basis, but only if the new Party's technical contributions can be justified and only on relatively comparable financial terms as the existing Parties, recognizing the risk of their contributions to date. The factors taken into consideration will include without limitation whether the new Party will bring to the Consortium technology otherwise unavailable on the time scale of the program or will allow the technology of the Consortium to be applied to new markets, whether the entry of the new Party will not substantially adversely affect the Intellectual Property Rights of the then existing Parties, whether the added effort would not substantially change the ongoing Consortium program, and whether the new Party could participate without diminishing ARPA funding provided to the original Parties. Notwithstanding the above, the Management Committee may consider any factor in addition to those above, and its decision on admitting new Parties is discretionary and final.

5. (a) Any Party may terminate its participation from the Consortium at will, after it has provided written notice to the Management Committee thirty (30) days in advance of the effective date of the termination. The termination shall include the terminating Party's recommended replacement, if applicable. During the 30-day period, the terminating Party shall orderly wind down its effort. The Management Committee shall reasonably determine whether to provide any further ARPA funding to the terminating Party after its notice of termination.

(b) The terminating Party shall make a "reasonable effort" to transfer its portion of Consortium work to other Parties or a prospective new Party of the Consortium. The resigning party must have achieved those goals for which ARPA funding was provided, or refund the unused funding to the Consortium. The terminating Party must provide a royalty-free, non-exclusive, perpetual, sub-licensable license in its Consortium Intellectual Property, restricted to the performance of tasks under these Articles or under the Funding Agreement to the Party or Parties designated by the Management Committee to replace the terminating Party in performing its assigned tasks. Upon completion of the these terms, the terminating Party shall be released from the Consortium. This should be accomplished within the 30 day

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wind down period, if possible.

(c) The Management Committee may terminate the participation of a Party, if that Party has committed a material breach of this Agreement. The Management Committee may give a Party notice of a material breach only if at least seventy-five (75%) percent of the Management Committee members vote ("Notice Vote") that the Party has committed a material breach of this Agreement. Such termination shall be effective only if the Management Committee members vote unanimously that the Party has not substantially cured the breach within 30 days after the Notice Vote, and the meeting occurs between 31 and 45 days after the Notice Vote. The Party subject to the termination shall have the opportunity at both meetings to demonstrate that it has not breached the Agreement. For the purposes of calculating the percentages in this Paragraph, the Party subject to the termination shall not be included.

(d) Any exiting Party shall receive the pro rata portion of any funding due for any full or partial deliverable that it has delivered to the Consortium as of the effective date of the termination.

6.(a) Except as provided in 6.(b), each Party shall retain title to Intellectual Property developed in the course of the Consortium including but not limited to inventions, technical data rights and other data developed solely by its employees as a result of the performance of the Consortium Project Statement. Inventions or technical data jointly developed by employees of more than one Party are jointly owned by the respective employing Parties.

(b) Consortium Intellectual Property is that Intellectual Property developed by and in the course of identified tasks assigned to and performed by any Party whether performed under ARPA funding or funding provided by a Party as agreed to as in-kind contribution in the Funding Agreement and/or in these Articles. The identified tasks shall be those tasks (i) agreed to by the Party in a separate agreement between the Consortium and ARPA, (ii) agreed to by the Party with other Parties of the Consortium, or (iii) assigned to the Party by the Management Committee. However, Consortium Intellectual Property does not include (1) background Intellectual Property; (2) Intellectual Property concurrently developed but independently funded outside of Consortium; or (3) continuation (improvement or subsequent) Intellectual Property (including so-defined processes) of the respective Parties. Any Party will, prior to task commencement, identify those tasks it will work on under this and within the Consortium based upon the tasks assigned to it under the Agreement or upon tasks to which the Management Committee is otherwise empowered to redirect it.

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(c) All Parties grant to each other royalty-free, non-exclusive, perpetual, sub-licensable license under their Consortium Intellectual Property to make, use, and have produced or manufactured, any invention, creation or development, however such licenses shall be restricted solely to the performance of tasks under these Articles or under the Project Statement. Such licenses shall survive the resignation of any granting Party from the Consortium.

(d) All Parties agree to negotiate with other Parties to grant royalty bearing licenses with reasonable terms and conditions to Consortium Intellectual Property which they own for purposes other than set forth in these Articles.

(e) The Consortium favors, subject to ARPA requirements, an open-publication policy to promote the commercial acceptance of the technology for TRAUMA CARE INFORMATION MANAGEMENT, but simultaneously desires to protect the Proprietary Information of the Parties developed both within and without the Consortium because successful commercialization of aspects of the technology by some of the Parties may depend on the proprietary nature of the information. Each Party will individually decide whether to publish its own technical data or maintain it as proprietary. However, in the performance of the Consortium, proprietary information or hardware of one Party will necessarily be disclosed to or used by another Party. A Proprietary Information Exchange Agreement is incorporated herein and is found at Appendix "A", and the Parties will assure that their employees participating in the Consortium conform to its terms.

(f) Notwithstanding the Proprietary Information Exchange Agreement, when one Party's work depends upon the Proprietary Information of another Party, the technical data may be published to the extent that such data (i) is required for a description of the Party's work, (ii) does not disclose proprietary software or details of proprietary hardware, and (iii) relates primarily to system performance and characteristics. However, publication of the proprietary technical data may be delayed by its owner for a time period enabling filing of patent applications, a period of no more than twelve (12) months, but in no case will publication be delayed beyond six months after submission of the final report for this project. In the event that the Party's work depends on proprietary hardware or software developed by another Party in tasks outside the Consortium, the system performance and characteristics may be published, but only after the delay period for patent filing. In no event shall such disclosure in any way reveal the Proprietary Information or the implementation necessary to achieve the system performance.

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(g) Each Party will select its inventions for which it applies for patents. The Party is further responsible for prosecuting those applications and maintaining the resulting patents, both in the U.S. and in foreign countries. Any Party jointly owning an invention may file a patent application for it, and the co-owning Parties will in good faith cooperate in the filing and prosecution.

(h) Any patent application filed claiming Consortium Intellectual Property shall include a government interest paragraph. The Management Committee shall approve this "government interest" paragraph prior to award. The inventing Party will report a patent application claiming any Consortium Intellectual Property to the Management Committee within one month of the filing and upon request, provide a copy of the application including a short abstract but without claims, to the Management Committee. The Management Committee will timely report the invention including the short abstract to all applicable Parties and to ARPA, as required by ARPA. Any applicable Party or ARPA, upon written request, may obtain copies of the application with Management Committee approval. However, all such patent information shall be covered by the Proprietary Information Exchange Agreement and shall not be disclosed by ARPA to non-governmental personnel until the respective patents have issued.

(i) The Funding Agreement for the Project Statement may provide for the government to obtain certain rights in the Consortium Intellectual Property. Each Party agrees to such government rights in its Consortium Intellectual Property subject to the exclusions of §6(b). The Intellectual Property Rights provided to the Consortium by the Funding Agreement shall be provided in turn to the Parties according to the terms of these Articles. The Parties will cooperate with the Management Committee in performing any reporting, election, and rights predetermination to ARPA regarding Intellectual Property as required by the Funding Agreement and to provide the required information to the Management Committee at least thirty (30) days before such information is required by the Funding Agreement.

7. (a) The Financial Provider will receive funds from ARPA, deposit such funds in a deposit account opened in the name of the Consortium or its Parties, disperse such funds available to the Consortium as directed by the Management Committee or as required by separate agreement with ARPA and will advise the Management Committee on the finances of the Consortium. Additionally, the Financial Provider shall prepare all cost reports required by the Funding Agreement and submit to ARPA in accordance with the appropriate schedules. Each Party shall provide the required cost inputs to permit the Financial Provider to meet the reporting requirements. These tasks shall be paid for by the Consortium.

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(b) The Funding Agreement for the Project Statement may provide for certain rights of the government to audit the financial records of the Consortium. Each Party agrees that it will reasonably cooperate with an audit of the Consortium and will allow an audit of its own financial records as required by the law. The Financial Provider shall be the primary focal point for supporting these audits. All audit rights shall be limited to U.S. Government employees or the audits shall be performed by an independent outside auditor.

8. THE PARTIES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, THE IMPLIED WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO EACH OTHER, TO ANY AGENCY, AND TO THIRD PARTIES FOR ACTIONS, OMISSIONS, PRODUCTS, NON-CONFORMITIES, DEFECTS, LIABILITIES, OR INFRINGEMENT ARISING OUT OF THE ACTIVITIES OF THE CONSORTIUM. The Parties are bound to each other and to ARPA entering into an agreement with the Consortium by a duty of only good faith and "reasonable efforts" research in achieving the goals of the Consortium. Joint and several liability will not attach to the Parties of the Consortium so that no Party is responsible for the actions of another Party but is responsible only for those tasks assigned to it and to which it agrees in a separately executed Funding Agreement. THE PARTIES FURTHER DISCLAIM ANY LIABILITY FOR CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES. IN NO EVENT SHALL A PARTY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE FUNDING IT HAS RECEIVED UP TO THE TIME OF INCURRING SUCH LIABILITY. Any Party may waive any right, breach or default which such Party has the right to waive, provided that such waiver shall not be effective against the waiving Party unless it is in writing, is signed by such Party, and specifically refers to these Articles. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof nor of any other agreement or provision herein contained.

9. No one Party has the obligation to disclose to another Party (i) information not required for the cooperative research set forth above, or (ii) any market data or plans except as such information is made publicly available.

10. (a) These Articles are not intended to be, nor shall they be construed, by implication or otherwise, as an agreement to establish a partnership (limited or otherwise), a corporation or other formal business organization or as a procurement "contract" or a "grant agreement" as such terms are defined under 31. U.S.C. Sections 6303 and 6304, respectively. No Party can be bound by another Party acting as its agent except as specifically stated in these Articles. Each Party acts as an independent contractor subject only to the terms and conditions stated herein and in the Funding Agreement with ARPA.

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(b) No Party shall be obligated to provide any capital contribution, loan, guarantee, or other financing commitment for the benefit of the Consortium, unless required for such Party's portion of the Project Statement and such Party agrees in writing herein or otherwise.

11. Except and to the extent as specifically set forth herein, nothing in these Articles shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, copyright, trade secret, trademark or other proprietary right of any Party.

12. Except for the disclosure of basic information regarding this Consortium; i.e., membership, purpose and a general description of the technical work, formal written approval by all Parties is required for any specific publicity or advertising relative to this Consortium Agreement. However, the Parties agree that notification of the establishment of this Joint Research and Development Venture shall be filed by Rockwell on behalf of the Parties with the U.S. Attorney General and the Federal Trade Commission in accordance with the provision of the National Cooperative Research Act of 1984 within 90 days of execution of these Articles and after adequate review by all Parties. The costs of this filing shall be borne by the Consortium.

13. (a) These Articles and the Consortium shall continue after execution of these Articles until 30 September 1995 or earlier under any provision of sub-section (b) hereof. It may be renewed at any time prior to the expiration of the term of these Articles by letter agreement signed by the authorized representatives of all the Parties who are Parties at that time.

(b) These Articles shall terminate if (i) disapproval by the Attorney General or the Federal Trade Commission; (ii) termination of the funding of the Project Statement by ARPA; or (iii) no funding is provided by ARPA by 31 December 1993. In the event of Termination for any reason, this agreement shall remain in full force until it is specified by the Management Committee, that all business matters between the Parties has been properly settled and closed out.

(c) The obligations of confidentiality set forth in Section 6 hereof shall survive termination of these Articles.

14. The Funding Agreement from ARPA may impose certain requirements upon the Consortium or its Parties regarding reporting, accounting, civil rights, Intellectual Property, and technology transfer information or transferring of Intellectual Property generated with funds provided by ARPA. A Party, by acceptance of such ARPA funds, agrees to

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conform to such requirements and to reasonably cooperate with the Consortium in conforming to such requirements, subject however to the Party's right to resign as stated in 5(a) above.

15. Any notices or other communications required or permitted hereunder shall be sufficiently given if sent by telecopier or confirmed by registered or certified mail, postage prepaid, addressed as follows:

- (1) ROCKWELL INTERNATIONAL CORPORATION FAX 214-705-3398
COMMAND AND CONTROL SYSTEMS DIVISION
ATTEN: JAMES G. DEAL, M/S 460-335
3200 E. RENNER ROAD
RICHARDSON, TEXAS 75082-4580

- (2) ISX CORPORATION FAX 818-706-2056
ATTEN: BOB BASSETT
Director, Business Administration
4353 Park Terrace Drive
Westlake Village, Ca 91361

- (3) MCG Research Institute Inc. FAX 706-721-6478
ATTEN: DR. R. CLAYBROOK, Ph.D.
Exec. Director
Augusta, Ga 30912-4810

- (4) NCR CORPORATION FAX 404-853-2986
ATTEN: ROBERT SIMPSON
500 TECH PARKWAY
ATLANTA, GA 30313

- (5) ROCKWELL INTERNATIONAL SCIENCE CENTER FAX 415-325-2007
ATTEN: LOU KUSTUDIA, Director, Contracts
1049 Camino Dos Rios
Thousand Oaks, CA 91360

- (6) RESERVED

- (7) TEXAS INSTRUMENTS FAX 214-995-3067
ATTEN: GAIL CHAPPELL, CONTRACTS
13588 N. CENTRAL EXPRESSWAY
DALLAS, TEXAS 75265

- (8) UNIFORMED SERVICES UNIVERSITY of the HEALTH SCIENCES
and THE HENRY M. JACKSON FOUNDATION FOR THE ADVANCEMENT
OF MILITARY MEDICINE
ATTEN: MR. CHARLES MANNIX, GEN. COUNSEL
4301 JONES BRIDGE ROAD FAX 301-295-6681
BETHESDA, MD 20814-4799

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- (9) UNIVERSITY OF SOUTHERN CALIFORNIA FAX 213-740-6070
ATTEN: BARBARA LEWIS, SR. CONTRACTS & GRANTS
ADMINISTRATOR
DEPT. OF CONTRACTS AND GRANTS
UNIVERSITY PARK, CA 90089-1147
- (10) UNIVERSITY OF TEXAS at ARLINGTON
ATTEN: ARTIE BRIGGS, FAX 817-273-3784
P.O. BOX 19015
ARLINGTON, TX 76019
- (13) AMERICAN TELEPHONE AND TELEGRAPH, BELL LABS
ATTEN: TED DONOVAN FAX 708-979-5649
2000 N. NAPERVILLE ROAD
RM. 6M-230
NAPERVILLE, IL 60566

Or such other addresses or telecopier or facsimile numbers as shall be furnished by like notice by such Party. Any such notice or communication given by mail shall be deemed to have been given three (3) business days after the date so mailed, and any such notice or communication given by telecopier shall be deemed to have been given when sent by telecopier and the appropriate answer back received.

16. RESERVED

17. Neither these Articles nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable without the prior written consent of all other Parties except to the Parties' wholly owned subsidiaries, corporate parents or such corporate parents' wholly owned subsidiaries.

18. (a) These Articles shall first become effective on the date all Participants have signed these Articles. These Articles shall be effective as to any of the other Parties on the date such other Party(ies) execute these Articles.

(b) These Articles may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

19. The Parties shall further execute, sign or do or procure to be executed, signed and done all such further deeds, documents and acts as may be reasonably required to enable the Parties freely and fully to pursue the goals assigned to them in the Project Statement.

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20. These Articles shall be governed by the laws of the (TBD prior to award)

21. These Articles constitute the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, each of the Parties has caused these Articles to be executed by its duly authorized representatives on the respective dates entered below.

ROCKWELL INTERNATIONAL-CCSD

ISX CORPORATION

X _____

X _____

Title

Title

Date

Date

MCG RESEARCH INSTITUTE, INC.

TEXAS INSTRUMENTS

X _____

X _____

Title

Title

Date

Date

NCR CORPORATION

X _____

Title

Date

RI SCIENCE CENTER

X _____

Title

Date

USUHS

X _____

JAMES A. ZIMBLE, M.D.,
Title PRESIDENT

Date

USC-ISI

X _____

DENNIS F. DOUGHERTY
Title SR. VICE PRESIDENT,
ADMINISTRATION

Date

UNIVERSITY OF TEXAS (UTA)

X _____

RYAN C. AMACHER
Title: PRESIDENT
Date

AMERICAN TELEPHONE AND TELEGRAPH

X _____

Title

Date

6. U. T. Dallas: Recommendation for Approval of a Proposed Affiliation Agreement with St. Paul Medical Center, Dallas, Texas, and Request for Authorization to Execute Agreement.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Rutford that approval be given to a proposed affiliation agreement set out on Pages AAC 29 - 37 between U. T. Dallas and St. Paul Medical Center, Dallas, Texas, a Texas nonprofit corporation.

It is further recommended that the Executive Vice Chancellor for Academic Affairs be authorized, on behalf of the U. T. Board of Regents, to execute this agreement with the understanding that any and all specific agreements arising from the agreement are to be submitted for prior administrative review and approval as required by the Regents' Rules and Regulations.

BACKGROUND INFORMATION

The standard affiliation agreement used by the U. T. System was not acceptable to the facility, and the proposed affiliation agreement was negotiated by the Office of General Counsel.

This agreement is designed to establish a program of exchange and collaboration in areas of interest and benefit to both institutions. The goals of the agreement are to:

- a. Provide health-care related educational experiences for students at U. T. Dallas by utilization of appropriate facilities and personnel of St. Paul Medical Center, Dallas, Texas
- b. Establish and implement one or more educational experience programs which will involve the facilities and personnel of St. Paul Medical Center and the students and personnel of U. T. Dallas.

**HEALTHCARE EDUCATIONAL EXPERIENCE
AFFILIATION AGREEMENT**

Parties

THIS AFFILIATION AGREEMENT is made and entered into, effective as of the 15th day of August, 1993, by and between ST. PAUL MEDICAL CENTER ("SPMC"), a Texas non-profit corporation having its principal office at 5909 Harry Hines Blvd., Dallas, Dallas County, Texas 75235, and The University of Texas at Dallas, ("UTD"), located in the City of Richardson, County of Dallas, State of Texas, on behalf of its Callier Center.

Recitals

WHEREAS, SPMC now operates a tertiary care hospital and other facilities located in Dallas, Texas, and therein provides healthcare services for persons in need of such services, and UTD provides an academic program with respect to health care; and

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

WHEREAS, SPMC is committed to a goal of providing the best obtainable supply of personnel educated in the field of healthcare as being in the best interests of the community and believes that achievement of such goal can best be accomplished by affording healthcare students the opportunity to participate in meaningful educational experiences as part of an academic healthcare program, through utilization of appropriate facilities and personnel of SPMC; and

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

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, SPMC and UTD agree as follows:

Agreement

Section 1. **AFFILIATION AND PROGRAM AGREEMENTS**

(a) Programs Require Affiliation Agreement. Any program agreed to by and between UTD and SPMC, during the term of this Affiliation Agreement, for purposes of achieving the above described goals and objectives of said parties (hereinafter called "Student Educational Experience Program" or "Program") shall be covered by and subject to the terms, provisions, and conditions of this Affiliation Agreement.

(b) Written Agreement Required. Each respective Program shall not become effective until all agreements between the parties with respect to such program have been reduced to writing ("Program Agreement"), and executed by the duly authorized representatives of SPMC and UTD.

Section 2. **RESPONSIBILITIES OF UTD**

(a) Student Assignments. UTD shall assign for participation in each Program only those students who have satisfactorily completed those portions of its curriculum which, according to each Program Agreement, are prerequisite to such participation, all as determined by UTD in its sole discretion.

(b) Names of Students. UTD shall furnish SPMC with the names of the students assigned by UTD to participate in the Program.

(c) Appointment of Coordinator. UTD shall appoint a person to serve for UTD as coordinator ("Coordinator") to the faculty and students engaged in the program. The person must have the prior written approval of SPMC to be accepted as Coordinator. Not later than thirty (30) days prior to the date the Coordinator appointment is to become effective, UTD shall furnish in writing to SPMC the name and professional and academic credentials of the person proposed by UTD to be Coordinator. Within ten days after receipt of same, SPMC shall notify UTD of SPMC's approval or disapproval of such person. In the event the Coordinator becomes unacceptable to SPMC after appointment, and SPMC so notifies UTD in writing, UTD will appoint another person to serve as Coordinator in accordance with the procedure stated in the first sentence of this subsection.

(d) Compliance with SPMC Policies and Procedures. UTD agrees not to do anything that would be inconsistent with the policies of SPMC governing operation of the hospital, including, but not limited to, all solicitation and distribution policies and all medical, moral, operational, and ethical policies, including those set forth

in the Ethical and Religious Directives for Catholic Health Facilities and in the SPMC Medical Center Policy Manual. UTD shall require UTD's students, agents and employees, UTD's subcontractors, if any, and employees and agents of UTD's subcontractors, if any, to abide by such policies. If SPMC determines that a person, whether it is the UTD, a student, an agent or employee of UTD, a subcontractor of UTD, or an employee or agent of a subcontractor of UTD, is doing anything that would be inconsistent with such policies, rules, and regulations, SPMC shall be authorized to require the person to cease performing under this Affiliation Agreement and to leave the SPMC premises immediately.

(e) Health Screening. If SPMC requests, UTD, UTD's students, any employees or agents of UTD, any subcontractor of UTD, and any employees of subcontractor, shall undergo health screening deemed necessary for the welfare and safety of SPMC's patients and staff. If screening is refused or if such screening reveals any health risk exists to personnel or patients of SPMC on account of any medical or physical condition of an individual screened, SPMC shall be entitled to deny the individual entry to SPMC facilities and to require the individual to cease performing under this Affiliation Agreement.

Section 3. RESPONSIBILITIES OF SPMC

(a) General Responsibilities. Except for certain acts to be performed by UTD pursuant to express provisions of this Affiliation Agreement, SPMC shall furnish the premises, personnel, services, and all other things necessary for each Educational Experience Program, as specified in each Program Agreement.

(b) Compliance with Law. SPMC shall use good faith efforts to comply with federal, state and municipal laws, ordinances, rules and regulations applicable to performance by SPMC of its obligations under this Affiliation Agreement, and applicable accreditation requirements, and to certify such accreditation compliance to UTD or other entity when requested to do so by UTD.

(c) Accreditation Inspections. SPMC shall permit the authority responsible for accreditation of UTD's curriculum to inspect such facilities, services and other things provided by SPMC pursuant to this Affiliation Agreement as are necessary for accreditation evaluation.

(d) Appointment of Liaison. SPMC shall appoint a person to serve for SPMC as liaison ("Liaison") to the faculty and students engaged in the program. The person must have the prior written approval of UTD to be accepted as Liaison. Not later than thirty (30) days prior to the date the Liaison appointment is to become

effective, SPMC shall furnish in writing to UTD the name and professional and academic credentials of the person proposed by SPMC to be Liaison. Within ten days after receipt of same, UTD shall notify SPMC of UTD's approval or disapproval of such person. In the event the Liaison becomes unacceptable to UTD after appointment, and UTD so notifies SPMC in writing, SPMC will appoint another person to serve as Liaison in accordance with the procedure stated in the first sentence of this subsection.

Section 4. INTELLECTUAL PROPERTY

(a) Student Requirements. UTD shall require participating students to enter into a written agreement with UTD and SPMC that the students will not publish any material relating to the Program, or their experience in participating therein, without the prior written approval of UTD and SPMC.

(b) Name, Logo, Trademark, Tradename. Neither party shall use the other's name, logo, trademarks or tradenames, or other intellectual property, without first obtaining the other's prior written consent.

Section 5. INSURANCE

UTD shall require participating students to obtain liability insurance and have same in force during any Program Agreement. Participating students shall furnish proof of such insurance to SPMC in writing upon its request.

Section 6. INDEMNIFICATION

UTD and SPMC each shall, to the extent authorized under the constitution and laws of the State of Texas, indemnify and hold each other harmless from liability resulting from their respective acts or omissions resulting in injury, loss or damage arising in connection with the performance or terms of this Affiliation Agreement, including, but not limited to damage to hospital or university property or property of others, or injury to hospital or university employees or any other person. Neither shall hold each other harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of, incident to, or resulting directly or indirectly from the sole negligence of the other, its officers or employees, or any person or entity not subject to the other's supervision or control.

Section 7. TERM, TERMINATION; CANCELLATION OF PROGRAMS

(a) Term. This Affiliation Agreement shall become effective when approved by both parties. When so approved, this Affiliation 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 SPMC 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 Affiliation Agreement.

(b) Notice of Termination. If notice of termination is given, this Affiliation Agreement shall terminate:

- (1) at the end of term of this Affiliation Agreement during which the last day of such one hundred eighty (180) day notice period falls; or
- (2) when all students enrolled in each Program at the end of the term of this Affiliation Agreement have completed their respective courses of study under each Program; whichever event last occurs.

(c) Cancellation. Each respective Program may be canceled by either party by giving such written notice to the other of its intention to terminate the Program as provided in the Program Agreement. The Program shall automatically terminate upon termination of this Affiliation Agreement.

Section 8. GENERAL PROVISIONS

(a) Binding Agreement. This Affiliation Agreement shall not be binding on either party until appropriately executed. In the case of SPMC, this means that the Affiliation Agreement must be recommended by both a Department Director and an Administrative Manager, approved as to form by the SPMC General Counsel, and executed by the President of SPMC or the President's designee. Once it is appropriately executed, this Affiliation Agreement shall be binding and shall inure to the benefits of the parties and their respective successors and assignees.

(b) Assignment. This Affiliation Agreement may not be assigned, transferred, or otherwise conveyed by UTD without the express written agreement of SPMC.

(c) Independent Contractor. It is expressly understood, agreed to, and stipulated by and between the parties hereto that the UTD executing this Affiliation Agreement is an independent contractor.

Neither UTD nor UTD's students, employees, or subcontractors shall be deemed or construed to be an agent, servant, or employee of SPMC or of any of SPMC's principals, partners, enterprises, or affiliates within the meaning of the Workers' Compensation Act of the State of Texas, any other statute, or under the common law of the State of Texas. It is mutually agreed and understood by and between the parties hereto that SPMC shall have no right of direction or control over the performance of this Affiliation Agreement by UTD save and except as to the results to be accomplished and that UTD enters into this Affiliation Agreement with the definite and affirmative understanding and agreement that UTD is entering into the same as an independent contractor controlling UTD's own movements and operations and those of UTD's students, employees and/or subcontractors, if any, and reserving unto the said UTD all right to control the same. SPMC hereby surrenders all right or claim of right to control UTD, UTD's students, UTD's employees, or UTD's subcontractors and/or employees in the performance of this Affiliation Agreement.

(d) No Waiver. A delay 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.

(e) Affiliation Agreement Prevails Over Program Agreement. In the event of conflict between the text of a Program Agreement and the text of this Affiliation Agreement, this Affiliation Agreement shall govern.

(f) Notices. All notices under this Affiliation 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 Affiliation Agreement shall be deemed given to a party when received by such party's designated representative at the following addresses:

If to UTD:

Attention:

With copy to:

Attention:

If to SPMC:

Anthony L. Bunker, President
St. Paul Medical Center
5909 Harry Hines Blvd.
Dallas, Texas 75235

With copy to:

John L. Darrouzet, General Counsel
St. Paul Medical Center
5909 Harry Hines Blvd.
Dallas, Texas 75235

A party's address may be changed only by giving the other party 15 days written notice of such change of address.

(g) Good Faith Cooperation. The parties agree to cooperate in the implementation of the provisions, terms, and conditions of this Affiliation Agreement and shall have their respective representatives interact with each other on a good faith basis.

(h) Governing Law. This Affiliation Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.

(i) Severability. If any one or more of the provisions contained in this Affiliation Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such provision or provisions shall be deemed null and void and this Affiliation Agreement shall be construed and continue in effect as if such provision or provisions had never been contained herein.

(j) Captions. The captions in this Affiliation Agreement are for convenient reference only and shall not define or limit the provisions of this Affiliation Agreement.

(k) Counterparts. This Affiliation Agreement may be executed by parties to this Affiliation Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

(l) Amendments. No amendments to this Affiliation Agreement shall be valid unless in writing and signed by the duly authorized representative of the parties. After each Program Agreement becomes effective, no amendments thereto shall be valid unless in writing and executed by the duly authorized representatives of SPMC and UTD.

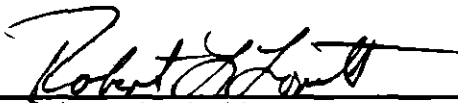
(m) Entire Agreement. All the agreements between the parties on the subject matter hereof have been reduced to writing herein. No oral representations of any officer, agent, or employee of UTD or SPMC, either before or after the effective date of this Affiliation Agreement, shall affect or modify any obligations of either party hereunder or under any Program Agreement.

[Remainder of page intentionally left blank]

Execution

Executed by UTD and SPMC by their respective, authorized representatives on the day and year written below in duplicate copies, each of which shall be deemed an original.

THE UNIVERSITY OF TEXAS AT DALLAS:

By: 
Name: Robert L. Lovitt
Title: Vice President for Business Affairs

ST. PAUL MEDICAL CENTER:

By: _____
Anthony L. Bunker, President
5909 Harry Hines Blvd.
Dallas, Texas 75235

Recommended
for approval: _____
James E. Eastham, Executive Vice President
Chief Operating Officer

Approved as
to form: _____
John L. Darrouzet
General Counsel

7. U. T. El Paso: Proposed Appointment to the El Paso Community Professorship in Accounting in the College of Business Effective Immediately.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Natalicio that Dr. Gary J. Mann, Associate Professor of Accounting and Chair of the Accounting Department at U. T. El Paso, be appointed as initial holder of the El Paso Community Professorship in Accounting in the College of Business effective immediately.

BACKGROUND INFORMATION

Dr. Mann joined the U. T. El Paso faculty in 1986 and is an expert in Statistics and Material Psychology. He has contributed many scholarly refereed papers to journals and is a reviewer for several journals in accounting. Dr. Mann is a member of several professional committees and was recently elected Vice President of the Southwest Region of the American Accounting Association.

The El Paso Community Professorship in Accounting was established by the U. T. Board of Regents at the October 1986 meeting.

8. U. T. San Antonio: Request for Authorization to Establish a Bachelor of Arts Degree in Mexican-American Studies and to Submit the Proposed Degree Program to the Coordinating Board for Approval (Catalog Change).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Kirkpatrick that authorization be granted to establish a Bachelor of Arts degree in Mexican-American Studies at U. T. San Antonio and to submit the proposal to the Texas Higher Education Coordinating Board for review and appropriate action. In addition, the Coordinating Board will be asked to change the U. T. San Antonio Table of Programs to reflect authorization for the proposed degree program. The proposed degree program is consistent with U. T. San Antonio's mission and its plans for offering quality degree programs to meet student needs. A description of the degree program is included in the Background Information of this agenda item.

Upon approval by the Coordinating Board, the next appropriate catalog published at U. T. San Antonio will be amended to reflect this action.

BACKGROUND INFORMATION

Program Description

The proposed Bachelor of Arts degree in Mexican-American Studies is a 120 semester credit hour degree which integrates course work from an interdisciplinary area (Mexican-American Studies) with an area of concentration in one of four fields: history, political science, sociology, or Spanish. The program will require 21 credit hours in Mexican-American Studies and 18 credit hours in the area of concentration. The program will be administered by the Division of Bicultural-Bilingual Studies in the College of Social and Behavioral Sciences. Faculty from several divisions will participate in teaching in the program. The Bachelor of Arts in Mexican-American Studies is designed to be a rigorous liberal arts degree primarily for students wishing to pursue careers in law, business, education, public and social service, and human resource development. It is anticipated that the first students will be enrolled in the program in the fall of 1994.

Need

The high and growing Hispanic proportion of the population of San Antonio (56% in 1990) and in South Texas has led local business and government leaders to point to the need for liberal arts graduates who are knowledgeable about the social, cultural, and linguistic realities that accompany this demographic trend. At the state and national levels, increasing trade with Mexico makes the need for graduates conversant with social, cultural, and linguistic circumstances on both sides of the border a crucial priority. Based on expressed student interest and enrollment trends in courses which make up the proposed program, it is estimated that the number of majors will be 14 in the first year of implementation, rising to 26 in the second year and increasing to 30 in the fifth year.

Program Quality

The curriculum is designed to combine a rigorous, interdisciplinary examination of historical, psychological, cultural, linguistic and sociological aspects of the Mexican-American experience with focused work in a particular discipline. This approach was strongly recommended by the consultants who reviewed the proposal as a means of maintaining quality in curriculum, which has been a problem with similar majors elsewhere. The faculty members who will be teaching the core Mexican-American Studies courses have proven records in scholarship and pedagogy. Some of them are among the national leaders in their fields. The disciplinary concentrations are in fields with strong faculties, judged both by scholarly production and success in teaching. The proposal lists 42 tenure-track faculty who are available to teach in the program, all with doctoral degrees and most with extensive publishing and teaching records. Eleven of these faculty members will teach the Mexican-American Studies core courses. Admission requirements for the program will be the same as for the University as a whole.

Cost

No new faculty will be required to offer the program. Only one new seminar course will be added. If demand reaches the expected level, it may be necessary to reallocate existing resources. Reallocation will also cover any support personnel and supplies that will be needed. Increases in library expenditures to support the program are marginal given U. T. San Antonio's existing programs and strengths in this and related areas and will be met initially through special item funding and eventually through PUF requests.

Summary

U. T. San Antonio is requesting authorization to establish a Bachelor of Arts in Mexican-American Studies and to submit the proposed degree program to the Texas Higher Education Coordinating Board for approval. There is a strong need for this degree in the region. The proposed degree will help to fill this need and will fulfill the desire by U. T. San Antonio to meet the education needs of students and community constituents in the region.

A copy of the proposal for the Bachelor of Arts in Mexican-American Studies is on file in the U. T. System Office of Academic Affairs.

Health Affairs Committee

HEALTH AFFAIRS COMMITTEE
Committee Chairman Ramirez

Date: October 8, 1993

Time: Following the meeting of the Academic Affairs
Committee

Place: Room NB2.402, Simmons Biomedical Research Building
U. T. Southwestern Medical Center - Dallas

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2. U. T. Medical Branch - Galveston (U. T. Allied Health Sciences School - Galveston) and U. T. Pan American: Request for Authorization to Establish a Cooperative Bachelor of Science Degree Program in Physician's Assistant Studies and to Submit the Proposed Degree Program to the Coordinating Board for Approval (Catalog Change)	7
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1. U. T. Southwestern Medical Center - Dallas and U. T. Medical Branch - Galveston: Recommendation to Approve Revised Institutional Mission Statements and to Submit the Statements to the Coordinating Board for Approval.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and Presidents Wildenthal and James that the U. T. Board of Regents approve revised Mission Statements for the U. T. Southwestern Medical Center - Dallas and the U. T. Medical Branch - Galveston as set out on Pages HAC 3 - 6. These revised Mission Statements shall supersede the Mission Statements previously approved in December 1985 and any subsequent revisions.

Upon approval by the U. T. Board of Regents, the revised Mission Statements will be submitted to the Texas Higher Education Coordinating Board for approval.

BACKGROUND INFORMATION

The institutional Mission Statements at the U. T. Southwestern Medical Center - Dallas and the U. T. Medical Branch - Galveston have been revised to emphasize their commitment to the training of primary care physicians and to serving the health care needs of rural and other underserved areas of the State of Texas. The Coordinating Board requires that institutional Mission Statements be approved by the U. T. Board of Regents prior to submission to the Coordinating Board.

The U. T. Health Science Center - Houston and the U. T. Health Science Center - San Antonio have made a similar commitment to the training of primary care physicians and to serving the health care needs of rural and other underserved areas of Texas. These two health components specifically include these goals in their current Mission Statements at the Medical School level.

THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AT DALLAS

MISSION, ROLE AND SCOPE

The University of Texas Southwestern Medical Center at Dallas is a component institution of The University of Texas System and is committed to pursuing high standards of achievement in instruction, research, and clinical activities. Since its inception in 1943, UT Southwestern has evolved as one of the leading biomedical institutions in the country and its programs are designed and implemented with the intent to sustain this progress in the future.

As an academic health science center, the central mission of the institution is to educate health professionals whose lifelong career objectives will be to provide the best possible care, apply the most appropriate treatment modalities, and continue to seek information fundamental to the treatment and prevention of disease. Within an environment of interdisciplinary activity and academic freedom at Southwestern, students receive training from faculty scholars who have in-depth expertise in the many specialties of health care and the biomedical sciences. Faculty members also engage in research and patient care so that they can generate new knowledge in the fight against disease and maintain their clinical skills while serving the people of Texas to the best of their ability. Research findings are made available directly to students and indirectly to the general public as practicing professionals adopt new treatment modalities. The focus of the faculty, students, and administration at The University of Texas Southwestern Medical Center at Dallas will remain on providing exemplary educational programs, creating new knowledge, delivering quality medical care, maintaining the highest ethical standards, advancing the scientific basis of medical practice, and demonstrating concern and compassion for all people. Every aspect of the university's operation will be conducted in as cost-effective a manner as possible.

The institution consists of the Southwestern Medical School, the Southwestern Graduate School of Biomedical Sciences, and the Southwestern School of Allied Health Sciences and offers degrees and programs with subject matter limited to health related fields.

The central purpose of The University of Texas Southwestern Medical School at Dallas is to produce physicians who will be inspired to maintain lifelong medical scholarship and who will apply the knowledge gained in a responsible and humanistic manner to the care of patients. The Southwestern Medical School has assumed responsibility for the continuum of medical education. The institution offers instructional programs not only in undergraduate medical education leading to the M.D. degree, but also graduate training in the form of residency positions and fellowships as well as continuing education for practicing physicians and medical scientists. An important focus of the educational effort is training primary care physicians and preparing doctors who will practice in underserved areas of Texas. Another instructional role of SWMS faculty members is that of fully preparing those medical students who seek a career in academic medicine and research,

including the opportunity to earn both the M.D. and Ph.D. degrees simultaneously.

The Southwestern Graduate School of Biomedical Sciences provides well-qualified individuals seeking an M.A., M.S., or Ph.D. degree with the opportunity and the encouragement to investigate rigorously and be creative in solving significant problems in the biological, physical, and behavioral sciences. In addition to acquiring information in their area of research expertise, graduate students at the Southwestern Medical Center are encouraged to develop and test new ideas in the classroom and to communicate their ideas to others within the research-oriented medical community. Although enrolled in a specific program, the students are not restricted to courses in their major field of study. Exposure to a wide variety of academic disciplines is necessary to prepare each individual for the rapidly changing emphasis in the biomedical sciences. Therefore, graduate students at UT Southwestern gain a wide perspective of contemporary biomedical science through interdisciplinary courses, seminars and informal discussions involving scholastic interaction with students and faculty from other educational programs within the University.

The educational programs of the Southwestern Allied Health Sciences School have been established to educate individuals at the baccalaureate level and above for those professions which support the health care delivery team concept. The School offers eight baccalaureate degree programs, two post-baccalaureate courses of study, a certificate program, and graduate programs in cooperation with the Southwestern Graduate School of Biomedical Sciences. As an integral part of Southwestern Medical Center, the School works cooperatively in education, research, and service contexts. It prepares allied health professionals of the highest quality and competency to help meet health care needs of the people of Texas. Through research and scholarly pursuits related to health care, it advances scientific knowledge and practices of the allied health profession. It offers consultation, technical assistance, and professional services to meet education and health care needs of the community. In addition it contributes to the continued growth and development of allied health professions, including reduction of barriers to career advancement through pathways to graduate or post-graduate education. The School views its community obligations as being important and therefore works actively to publicize career opportunities and respond in an appropriate manner to the requirements of health care institutions, agencies, and service providers in the area.

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

MISSION STATEMENT

UTMB enjoys a unique position among the health science centers in the State of Texas in that it operates, under a single administration, its academic and patient care programs and facilities. This unique position facilitates the integration of UTMB's education, research and patient care programs and thus provides a strong, synergistic environment as UTMB becomes that rare institution known for its consistent strength and commitment to excellence. UTMB will take advantage of this synergistic environment to accomplish its mission:

The mission of The University of Texas Medical Branch is to provide scholarly teaching, innovative scientific investigation, and state-of-the-art patient care.

EDUCATION

UTMB must educate Texas' most talented youth who have chosen to become physicians, physician specialists, nurse, biomedical scientists and allied health professionals to meet the health care needs of the citizens of Texas. This includes a commitment to solving the need for primary care in medically under-served regions of this state. Some of these individuals also must be trained to be effective teachers of the basics of health care sciences.

RESEARCH

UTMB must discover and disseminate new scientific knowledge through high quality research programs to establish UTMB clearly as one of the outstanding academic health science centers in the nation. Health policy and health care outcomes research are integral parts of this endeavor.

PATIENT CARE

UTMB must lead in the discovery of new approaches to the prevention and treatment of disease and in the application of this new knowledge. This effort requires superior patient care programs including rural primary care in each of its clinical departments, which will, in turn, nurture and support scholarly activities that underlie and nurture them.

PUBLIC SERVICE

UTMB must, in its pursuit of scientific knowledge, education of students and provision of high quality patient care, also inform the citizens of Texas and society at large of matters that affect their health.

2. U. T. Medical Branch - Galveston (U. T. Allied Health Sciences School - Galveston) and U. T. Pan American: Request for Authorization to Establish a Cooperative Bachelor of Science Degree Program in Physician's Assistant Studies and to Submit the Proposed Degree Program to the Coordinating Board for Approval (Catalog Change).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Executive Vice Chancellor for Academic Affairs, and Presidents James and Nevarez that authorization be granted to establish a cooperative Bachelor of Science Degree program in Physician's Assistant Studies between the U. T. Allied Health Sciences School - Galveston of the U. T. Medical Branch - Galveston and U. T. Pan American and to submit the proposal to the Texas Higher Education Coordinating Board for review and appropriate action.

In addition, the Coordinating Board will be asked to change the U. T. Pan American Table of Programs to reflect authorization for the proposed degree program. The proposed degree program is consistent with U. T. Pan American's mission and its plans for offering quality degree programs to meet student needs. A description of the degree program is included in the Background Information of this agenda item.

This item requires the concurrence of the Academic Affairs Committee.

BACKGROUND INFORMATION

Program Description

U. T. Medical Branch - Galveston and U. T. Pan American have designed a cooperative program to train Physician's Assistants. This is a two-year program leading to a Bachelor of Science Degree in Physician's Assistant Studies. The program was designed to provide training for students in the South Texas Border Region. The first junior class to be admitted will be in June of 1994. The program will graduate its first class in August of 1996. The program will place emphasis on the recruitment and acceptance of applicants located in the Texas-Mexico border region. The focus of the program will be to train students in underserved primary care family practices.

Need

The surrounding area of U. T. Pan American includes the counties of Hidalgo, Cameron, Willacy, Kenedy, Brooks, Jim Hogg, Zapata, Starr, and Webb. Harlingen, McAllen, Brownsville, Laredo, and Edinburg are the major cities within these counties. Within this area of South Texas, there are approximately 900,000 residents. Hispanics account for 80%, Blacks 0.1%, and whites approximately 19%. Income per capita ranges between \$7,000 and \$18,000. Forty percent of the residents live below the poverty line. A large proportion of this population is without primary health care stemming from

a large shortage of primary care clinicians. In 1989, the ratio of population per direct general practice/family practice physicians was approximately 4,023. A primary care Physician's Assistant (PA) program, the first in the area, would help alleviate this shortage by training primary care clinicians to extend services provided by the existing physicians. Fifteen students will be matriculated in year one of the professional phase of the program and the enrollment is projected to grow to a maximum of 30 students.

Quality

The curriculum is designed to meet or exceed the American Medical Association's (AMA) Essentials, and accreditation from the AMA Committee on Allied Health Education and Accreditation has been continuous since the program's inception in 1971. The program begins in mid-June ending 26 months later in mid-August. The 11-month junior year didactic curriculum is designed to provide students with basic science knowledge, concepts of health care and diseases as well as physical examination, problem solving, data gathering, interviewing, patient education, and clinical skills. The 13-month senior year clinical curriculum is spent as follows: general medicine (12 weeks), surgery (12 weeks), pediatrics (6 weeks), obstetrics/gynecology (6 weeks), elective (8 weeks), optional elective (4 weeks), and preceptorship (8 weeks). The admission and degree requirements will be those already required in the Department of Physician's Assistant Studies in Galveston. Prior to admission to the professional curriculum in Physician's Assistant Studies, the student must have completed a minimum of 60 semester hours of credit in specific courses with a minimum grade point average (GPA) of 2.5 on a 4.0 scale on all previous course work (minimum GPA of 2.5 for each of the following requirements: overall, science, and last 30 hours). Seven faculty members at the U. T. Medical Branch - Galveston will serve as consultants to faculty located at U. T. Pan American and will travel to U. T. Pan American to teach in their specialty areas. Faculty members in the U. T. Medical School - Galveston currently provide lectures relating to clinical medicine in primary care. These lectures will be videotaped and shown to students at U. T. Pan American when appropriate.

Cost

Three new faculty and a secretary will be hired the first year for the program at U. T. Pan American. The second year a fourth faculty member will be added. No new courses will need to be added. The estimated cost of the program the first year (Fiscal 1995) is \$316,300 to be funded from U. T. Medical Branch - Galveston's state appropriations. The second year (Fiscal 1996) estimate is \$378,860. \$278,860 of the funds are expected from state appropriations and \$100,000 from a federal grant. The third year (Fiscal 1997) cost estimate of \$437,753 is expected to be funded with \$347,753 from state appropriations and \$90,000 from a federal grant. The fourth year (Fiscal 1998) estimated cost is \$439,866 of which \$359,866 are expected to be funded through state appropriations and \$80,000 from a federal grant. The fifth year (Fiscal 1999) estimated cost of \$467,709 is expected to be funded at \$377,709 from state appropriations and \$80,000 from a federal grant. It is expected that when U. T. Pan American takes over the program there will be sufficient enrollment to provide the formula funding needed.

Summary

U. T. Pan American is requesting authorization to establish a cooperative Bachelor of Science Degree program in Physician's Assistant Studies with the U. T. Allied Health Sciences School - Galveston and to submit the proposed degree program to the Texas Higher Education Coordinating Board for approval. There is a strong need for this program in the region. The proposed degree will help to fill this need and to fulfill the desire by U. T. Pan American to meet the educational needs of students and community constituents in its region.

Upon approval by the Coordinating Board, the next appropriate catalog published at U. T. Pan American will be amended to reflect this action.

A copy of the proposal for the cooperative Bachelor of Science program in Physician's Assistant Studies is on file in the U. T. System Office of Academic Affairs.

- 3. U. T. Health Science Center - Houston: Proposed Appointment to the Board of Trustees of Affiliated Medical Services (AMS) Effective Immediately.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Low that Jorge Blanco, M.D., Chief of Obstetrics and Gynecology at LBJ General Hospital and Vice Chair of the Department of Obstetrics, Gynecology, and Reproductive Sciences at the U. T. Health Science Center - Houston, be appointed to the Board of Trustees of Affiliated Medical Services (AMS) effective immediately to serve until March 15, 1994.

Upon approval of this appointment, the three members of the Board of Trustees of AMS designated by the U. T. Board of Regents will be as follows:

<u>Name</u>	<u>Address</u>
Jan van Eys, Ph.D., M.D.	6431 Fannin, Houston, Tx. 77030
Frank Moody, M.D.	6431 Fannin, Houston, Tx. 77030
Jorge Blanco, M.D.	5656 Kelley, Houston, Tx. 77026

BACKGROUND INFORMATION

As authorized by the U. T. Board of Regents in December 1986, Affiliated Medical Services (AMS) is a nonprofit membership corporation organized for the purpose of providing health care to patients of Harris County Hospital District by Baylor College of Medicine faculty, U. T. Health Science Center - Houston faculty, residents, fellows, and other health care professionals.

The Articles of Incorporation of AMS provide for one-half of the Board members to be elected by the U. T. Board of Regents and one-half by Baylor. The Board shall be composed solely of physicians licensed to practice medicine by the Texas State Board of Medical Examiners and actively engaged in the practice of medicine in Texas.

4. U. T. Health Science Center - Houston (U. T. Medical School - Houston): Recommendation to Establish a Department of Physical Medicine and Rehabilitation and to Submit the Proposal to the Coordinating Board for Approval (Catalog Change).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Low that approval be granted to establish a Department of Physical Medicine and Rehabilitation in the U. T. Medical School - Houston at the U. T. Health Science Center - Houston. Upon approval by the U. T. Board of Regents, the proposal will be submitted to the Texas Higher Education Coordinating Board for approval.

BACKGROUND INFORMATION

The establishment of a Department of Physical Medicine and Rehabilitation in the U. T. Medical School - Houston is an administrative change only. It is currently a program in the Department of Neurosurgery and its conversion to departmental status will significantly accelerate achievement of the educational goals of the U. T. Medical School - Houston. The establishment of this department is a high priority and is highlighted in the institutional Strategic Plan. It will be responsive to the growing need for the specialty as the population ages and reconstructive procedures are developed and performed. This prevention-oriented specialty provides medical students exposure to the philosophy, skills, and techniques which are considered undersupplied in the United States. The department plans to develop a residency training program.

Funding to support the establishment of the department and the growth associated with this activity will require no new state funds. State resources will be reallocated from other departments and additional resources will come from contracts and clinical revenue.

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

A copy of the proposal is on file in the Office of Health Affairs.

5. U. T. M.D. Anderson Cancer Center: Proposed Appointments to Endowed Academic Positions Effective September 1, 1993.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President LeMaistre that the following initial appointments to endowed academic positions at the U. T. M.D. Anderson Cancer Center be approved effective September 1, 1993:

<u>Name of Proposed Appointee</u>	<u>Endowed Academic Position</u>
Michael J. Keating, M.D. Associate Vice President for Clinical Investigations; Professor of Medicine	Dr. Kenneth B. McCredie Chair in Clinical Leukemia Research; established April 1992
Robert L. Jones, M.D., M.B.A. Chairman, Department of Anesthesiology and Critical Care Medicine; Deputy Head, Division of Surgery and Anesthesiology	The Helen Shafer Fly Professorship of Anesthesiology, in Honor of Bertha Davis- Clark, M.D.; established February 1982
Ayten Cangir, M.D. Professor of Pediatrics	W. W. Sutow Professorship in Pediatrics; established December 1987
	See Item <u>50</u> on Page <u>AMC - 40</u> for redesi- gnation of this Professor- ship.

BACKGROUND INFORMATION

Dr. Keating, who was a friend and colleague of the late Dr. McCredie, received his medical degree in 1966 from St. Vincent's Hospital, Clinical School, Fitzroy, Victoria, Australia. He has been a member of the faculty at U. T. M.D. Anderson Cancer Center since 1973. A former recipient of the "Service to Mankind" Award given by the Leukemia Society of America, he has served as Associate Vice President for Clinical Investigations since 1990.

Dr. Jones was recently appointed Chairman of the Department of Anesthesiology and Critical Care Medicine at the U. T. M.D. Anderson Cancer Center and also serves as Professor of Anesthesiology and Deputy Head of the Division of Surgery and Anesthesiology. In addition to his clinical responsibilities, Dr. Jones has a clinical research interest involving alterations in cerebral blood flow in anesthetized patients and has authored several publications on the subject.

Dr. Cangir joined the faculty of the U. T. M.D. Anderson Cancer Center in 1971 and was promoted to full Professor in 1983. She worked many years with Dr. Sutow both as a student and a colleague and is considered to be the world's expert in rare tumors of infancy, childhood and adolescence.

**Facilities, Planning & Construction
Committee**

FACILITIES PLANNING AND CONSTRUCTION COMMITTEE
Committee Chairman Temple

Date: October 8, 1993

Time: Following the meeting of the Health Affairs Committee

Place: Room NB2.402, Simmons Biomedical Research Building
U. T. Southwestern Medical Center - Dallas

	<u>Page</u> <u>FPCC</u>
1. U. T. System Administration - Parking Structure: Request for Project Authorization; Appointment of Project Engineer to Prepare Final Plans and Specifications; Submission of the Project to Coordinating Board; Advertisement for Bids; Executive Committee Award of Contracts; Appropriation Therefor; and Approval of Use of Revenue Financing System Parity Debt, Receipt of Certificate, and Finding of Fact with Regard to Financial Capacity	3
2. U. T. Arlington - Americans with Disabilities Act (ADA) Compliance Projects (Project No. 301-813): Request for Appropriation of Funds and Approval of Use of Revenue Financing System Parity Debt, Receipt of Certificate, and Finding of Fact with Regard to Financial Capacity	6
3. U. T. Arlington - Maverick Stadium - Addition of Athletic Offices (Project No. 301-804): Approval of Preliminary Plans; Request for Approval of Increase in Project Cost; Authorization to Prepare Final Plans; and Submission of the Project to the Coordinating Board	9
4. U. T. Austin - Advocacy and Dispute Resolution Center: Request for Project Authorization; Appointment of a Project Architect to Prepare Preliminary Plans; Request for Preparation of Preliminary Plans; and Appropriation Therefor	10
5. U. T. Austin - Dorothy Gebauer Building Restoration: Request for Project Authorization; Appointment of Project Architect to Prepare a Project Analysis; and Appropriation Therefor	11
6. U. T. Austin - Renovation of Gregory Gymnasium: Request for Project Authorization; Appointment of Project Architect to Prepare Preliminary Plans; and Appropriation Therefor	13

7. U. T. Austin - Student Health Center (Project No. 102-767): Presentation of Preliminary Plans; Request for Authorization to Prepare Final Plans and Specifications; and Appropriation Therefor 15
8. U. T. Brownsville - Science and Engineering Technology Building: Request for Project Authorization; Appointment of Project Architect to Prepare a Site Development and Programming Study and Preliminary Plans; and Appropriation Therefor 16
9. U. T. El Paso - Liberal Arts/Science Renovation Projects - Old Main Building Renovation: Request for Project Authorization; Appointment of Project Architect to Prepare Preliminary Plans; and Appropriation Therefor 18
10. U. T. Pan American - Thermal Energy Plant Expansion for the Engineering Building: Request for Project Authorization; Appointment of Project Engineer to Prepare Final Plans and Specifications; Submission of the Project to the Coordinating Board; and Appropriation Therefor 19
11. U. T. San Antonio - University Center Expansion (Project No. 401-800): Presentation of Preliminary Plans; Authorization to Prepare Final Plans and Specifications; and Submission of the Project to the Coordinating Board 21
12. U. T. San Antonio - Engineering/Biotechnology Building - Phase II (Project No. 401-747): Request for Revised Project Cost; Authorization to Revise Preliminary Plans; and Appropriation Therefor 22
13. U. T. San Antonio - Downtown Building: Request for Project Authorization; Appointment of Project Architect to Prepare a Comprehensive Master Development Plan for the Site and Preliminary Plans for the Building; and Appropriation Therefor 23
14. U. T. M.D. Anderson Cancer Center - Bertner Complex (Project No. 703-772) and Clinical Services Facility (Project No. 703-773): Request for Approval of Final Plans for Phase II; Authorization to Advertise for Bids and for the Executive Committee to Award Contracts; Appropriation Therefor; and Approval of Use of Revenue Financing System Parity Debt, Receipt of Certificate, and Finding of Fact with Regard to Financial Capacity 25

1. U. T. System Administration - Parking Structure: Request for Project Authorization; Appointment of Project Engineer to Prepare Final Plans and Specifications; Submission of the Project to Coordinating Board; Advertisement for Bids; Executive Committee Award of Contracts; Appropriation Therefor; and Approval of Use of Revenue Financing System Parity Debt, Receipt of Certificate, and Finding of Fact with Regard to Financial Capacity.--

RECOMMENDATION

The Chancellor recommends that the U. T. Board of Regents:

- a. Authorize a project for a U. T. System Administration Parking Structure to be constructed on the site of the former drive-through banking facility located adjacent to Ashbel Smith Hall at an estimated total project cost of \$800,000
- b. Authorize the Executive Vice Chancellor for Business Affairs to appoint a Project Engineer, from a list submitted by the Office of Facilities Planning and Construction, to prepare final plans, specifications and a detailed cost estimate
- c. Authorize submission of the project to the Texas Higher Education Coordinating Board
- d. Upon completion of final review, and receipt of approval of the Coordinating Board, authorize the Office of Facilities Planning and Construction to advertise for bids
- e. Authorize the Executive Committee to award all contracts associated with this project within the authorized total project cost
- f. Appropriate \$700,000 from Revenue Financing System Bond Proceeds and \$100,000 from building rental income balances generated by U. T. System Administration for total project funding.

The Chancellor also concurs in the recommendation of the Executive Vice Chancellor for Business Affairs that, in compliance with Section 5 of the Master Resolution Establishing The University of Texas System Revenue Financing System, approved by the U. T. Board of Regents in April 1990, amended February 14, 1991, and upon delivery of the Certificate of an Authorized Representative as set out on Page FPCC - 5, the U. T. Board of Regents resolve that:

- a. Parity Debt shall be issued to pay the project's cost including any project costs paid prior to the issuance of such Parity Debt

- b. Sufficient funds will be available to meet the financial obligations of the U. T. System including sufficient Pledged Revenues as defined in the Master Resolution to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System
- c. U. T. System, which is a "Member" as such term is used in the Master Resolution, possesses the financial capacity to satisfy its Direct Obligation as defined in the Master Resolution relating to the issuance by the U. T. Board of Regents of tax-exempt Parity Debt in the amount of \$700,000 for the construction of a parking structure
- d. This resolution satisfies the official intent requirements set forth in Section 1.150-2 of the U. S. Treasury Regulations.

BACKGROUND INFORMATION

The drive-through banking facility located on the southeast corner of West 7th and Lavaca Streets in Austin, adjacent to Ashbel Smith Hall, was acquired in November 1980 under a land exchange agreement with Texas Commerce Bank. Use of the facility for banking purposes ceased about two years ago. Under the agreement, Texas Commerce Bank is responsible for removing all existing structures on the tract at its own expense when it ceases to use the facility.

Attempts to rent the property over the last two years have been unsuccessful. An alternative use for the property would be construction of a parking garage to accommodate up to 150 automobiles of persons working in U. T. System headquarters buildings. Such a structure would reduce the need to lease commercial parking spaces generating a savings of more than \$87,000 a year at current leasing costs. Costs for continuing to lease commercial parking spaces are expected to exceed \$100,000 per year in the near future. It is anticipated that with the elimination of offsite parking fees, overall savings would result in payback of the investment in a parking structure in approximately ten years, resulting not only in convenience but also in an economically feasible project.

There is a large oak tree on a corner of the site for the proposed structure. If it is feasible, the tree will be preserved, even at the expense of losing some parking spaces if that should become necessary.

PARITY DEBT CERTIFICATE OF U. T. SYSTEM REPRESENTATIVE

I, the undersigned Executive Vice Chancellor for Business Affairs of The University of Texas System, a U. T. System Representative under the Master Resolution Establishing The University of Texas System Revenue Financing System adopted by the Board on April 12, 1990 (the "Master Resolution"), do hereby execute this certificate for the benefit of the Board of Regents pursuant to Section 5(a)(ii) of the Master Resolution in connection with the authorization by the Board to issue "Parity Debt" pursuant to the Master Resolution to finance the cost of the construction of a U. T. System Parking Structure at Austin, and do certify that to the best of my knowledge the Board of Regents is in compliance with all covenants contained in the Master Resolution, First Supplemental Resolution Establishing an Interim Financing Program, and the Second Supplemental Resolution, and is not in default of any of the terms, provisions and conditions in said Master Resolution, First Supplemental Resolution and Second Supplemental Resolution.

EXECUTED this 7 day of September, 1993

W. R. D. Burck
Executive Vice Chancellor for Business Affairs

2. U. T. Arlington - Americans with Disabilities Act (ADA) Compliance Projects (Project No. 301-813): Request for Appropriation of Funds and Approval of Use of Revenue Financing System Parity Debt, Receipt of Certificate, and Finding of Fact with Regard to Financial Capacity.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Amacher that the U. T. Board of Regents appropriate \$300,000 from Permanent University Fund Bond Proceeds from the FY 1994 Capital Budget (Reserve Allocations for Repairs, Equipment and Library) and \$3,968,821 from Revenue Bond Proceeds. These amounts, when combined with \$217,937 in previous appropriations from General Fee Balances, will provide total project funding of \$4,486,758 for the U. T. Arlington Americans with Disabilities Act (ADA) Compliance Projects. Approval of this recommendation will amend the FY 1994-1999 Capital Improvement Plan accordingly.

The Chancellor also concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs, the Executive Vice Chancellor for Business Affairs, and President Amacher that, in compliance with Section 5 of the Master Resolution Establishing The University of Texas System Revenue Financing System, approved by the U. T. Board of Regents in April 1990, amended February 14, 1991, and upon delivery of the Certificate of an Authorized Representative as set out on Page FPPC - 8, the U. T. Board of Regents resolve that:

- a. Parity Debt shall be issued to pay the project's cost including any project costs paid prior to the issuance of such Parity Debt
- b. Sufficient funds will be available to meet the financial obligations of the U. T. System including sufficient Pledged Revenues as defined in the Master Resolution to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System
- c. U. T. Arlington, which is a "Member" as such term is used in the Master Resolution, possesses the financial capacity to satisfy its Direct Obligation as defined in the Master Resolution relating to the issuance by the U. T. Board of Regents of tax-exempt Parity Debt in the amount of \$3,968,821 for the construction of Americans with Disabilities Act (ADA) compliance projects
- d. This resolution satisfies the official intent requirements set forth in Section 1.150-2 of the U. S. Treasury Regulations.

BACKGROUND INFORMATION

At the February 1993 meeting of the U. T. Board of Regents, the firm of James C. Lancaster & Associates, Inc., Grapevine, Texas, was appointed as Project Architect for professional services relative to compliance with the Americans with Disabilities Act (ADA) on the campus of U. T. Arlington at an estimated total project cost of \$4,486,758.

Authority was delegated to U. T. System Administration to approve final plans, submit for Coordinating Board approval, advertise for bids, and award construction contracts for dollar limits exceeding the institution's authority with actions to be presented to the U. T. Board of Regents for ratification through the institutional docket.

The work will include necessary modifications to existing buildings, accessible routes, parking lots, loading zones, and ramps to comply with ADA. The estimated total project cost, including architectural fees, is \$4,486,758 and was included in the FY 1994-1999 Capital Improvement Plan. Approval of this request will amend the funding as follows:

PUF Bond Proceeds	
Reserve Allocation for Repairs	\$ 300,000
Revenue Bond Proceeds	3,968,821
General Fee Balances	<u>217,937</u>
TOTAL	\$4,486,758

No single building retrofit is estimated to exceed \$300,000, but it may be advisable to combine work in several buildings to gain economies of scale. Completion of the work will be based upon priority and availability of funds.

PARITY DEBT CERTIFICATE OF U. T. SYSTEM REPRESENTATIVE

I, the undersigned Executive Vice Chancellor for Business Affairs of The University of Texas System, a U. T. System Representative under the Master Resolution Establishing The University of Texas System Revenue Financing System adopted by the Board on April 12, 1990 (the "Master Resolution"), do hereby execute this certificate for the benefit of the Board of Regents pursuant to Section 5(a)(ii) of the Master Resolution in connection with the authorization by the Board to issue "Parity Debt" pursuant to the Master Resolution to finance the cost of the construction of Americans with Disabilities Act (ADA) compliance projects at U. T. Arlington, and do certify that to the best of my knowledge the Board of Regents is in compliance with all covenants contained in the Master Resolution, First Supplemental Resolution Establishing an Interim Financing Program, and the Second Supplemental Resolution, and is not in default of any of the terms, provisions and conditions in said Master Resolution, First Supplemental Resolution and Second Supplemental Resolution.

EXECUTED this 8th day of October, 1993


Executive Vice Chancellor for Business Affairs

3. U. T. Arlington - Maverick Stadium - Addition of Athletic Offices (Project No. 301-804): Approval of Preliminary Plans; Request for Approval of Increase in Project Cost; Authorization to Prepare Final Plans; and Submission of the Project to the Coordinating Board.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Amacher that the U. T. Board of Regents:

- a. Approve preliminary plans and specifications for U. T. Arlington - Maverick Stadium - Addition of Athletic Offices
- b. Authorize an increase in the total project cost from \$783,250 to \$854,700 to be funded from Unexpended Plant Funds
- c. Authorize the Project Engineer to prepare final plans and specifications to be submitted to the U. T. Board of Regents for consideration at a future meeting
- d. Authorize submission of the project to the Texas Higher Education Coordinating Board.

BACKGROUND INFORMATION

In accordance with the authorization of the U. T. Board of Regents in August 1993, preliminary plans, specifications and a cost estimate for U. T. Arlington - Maverick Stadium - Addition of Athletic Offices have been prepared by the Project Engineer, Schrickel, Rollins and Associates, Inc., Arlington, Texas. After development of more detailed drawings, the estimated total project cost for the 9,286 square feet has increased from \$783,250 to \$854,700.

The U. T. Arlington athletic offices are presently housed in an approximately thirty-year old reconstructed metal building in need of replacement.

Funding for the project will be from Interest Earned on Unexpended Plant Funds. Approval of this request will amend the amount of funding in the FY 1994-1999 Capital Improvement Plan and the FY 1994 Capital Budget.

4. U. T. Austin - Advocacy and Dispute Resolution Center: Request for Project Authorization; Appointment of a Project Architect to Prepare Preliminary Plans; Request for Preparation of Preliminary Plans; and Appropriation Therefor.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that the U. T. Board of Regents:

- a. Authorize a project for the Advocacy and Dispute Resolution Center at U. T. Austin at an estimated total project cost of \$7,500,000
- b. Appoint a Project Architect from the list to be distributed to the U. T. Board of Regents in advance of the meeting
- c. Authorize preparation of preliminary plans to be presented to the U. T. Board of Regents for consideration at a future meeting
- d. Appropriate \$400,000 from the Available University Fund for fees and administrative expenses through completion of preliminary plans.

This item requires the concurrence of the Academic Affairs Committee.

BACKGROUND INFORMATION

The Advocacy and Dispute Resolution Center would be a multi-use facility of approximately 30,000 square feet designed to meet critical needs of students at the U. T. Austin School of Law and to promote the efficient and expeditious administration of justice by courts and administrative agencies in Texas. A substantial increase in student interest in acquiring advocacy, mediation, and negotiation skills, the recent establishment of the Texas Center for Public Policy Dispute Resolution, and the changing nature of legal education have created a severe space shortage at the School of Law. This space shortage has undermined the Law School's ability to meet its teaching, public service, and research responsibilities in a cost effective way.

The Center also would provide a state-of-the-art courtroom for the use of trial and appellate courts in Travis County and across the entire state. The acute shortage of courtroom space for the adjudication of civil and criminal matters, particularly in large metropolitan areas, has led to inordinate delays that are costly to civil litigants, both public and private, and that impede the speedy and efficient administration of criminal justice. Further, the new facility would house the Texas Center for Public Policy Dispute Resolution, a project jointly funded by the National Institute for Dispute

FACILITIES PLANNING AND CONSTRUCTION COMMITTEE

SUPPLEMENTAL MATERIAL

OCTOBER 8, 1993

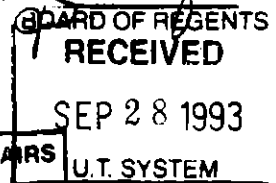
4. U. T. Austin - Advocacy and Dispute Resolution Center: Request for Project Authorization; Appointment of a Project Architect to Prepare Preliminary Plans; Request for Preparation of Preliminary Plans; and Appropriation Therefor.--

The attached memorandum sets forth the Administration's recommendations with regard to an architect selection for the U. T. Austin Advocacy and Dispute Resolution Center.



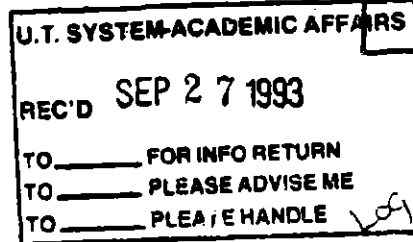
THE UNIVERSITY OF TEXAS SYSTEM
Office of Facilities Planning and Construction
702 COLORADO STREET, SUITE 400, AUSTIN, TEXAS 78701-3035
(512) 499-4600 · FAX: (512) 499-4604

XC
MR. Dilly
S



MEMORANDUM

September 23, 1993



TO: Dr. James P. Duncan
VIA: ~~R.S. Kristoferson~~ *K*
FROM: John M. Davis, FAIA *JM*
RE: U.T. Austin
Advocacy and Dispute Resolution Center
SUBJ: Project Architect Selection

The architect selection process for the referenced project has been completed and has resulted in the below short list of preferred firms for appointment to the project.

Requests For Qualifications (RFQs) to provide professional services were distributed to fourteen (14) architectural firms in August. Eleven (11) firms submitted proposals. Two meetings were held at U.T. Austin to review the proposals received.

The first meeting, held September 10, 1993, involved review of all of the proposals received, and resulted in an agreement upon an interim short list of four firms, and assignment of tasks for further investigation of qualifications (see attached list of attendees).

The second meeting, held September 17, 1993, included discussion of the additional qualification information, and resulted in a final consensus on the following three (3) firms, listed in priority order:

1. 3D International, Houston, Texas
2. Booziotis & Company, Architects, Dallas, Texas
3. Ray B. Bailey Architects, Inc., Houston, Texas

Please provide this information as you deem appropriate to Art Dilly for distribution to members of the Board of Regents prior to the October meeting.

List of Attendees for Architect Selection Meetings

September 10, 1993:

G. Charles Franklin, U.T. Austin, Vice President for Business Affairs
Dr. Stephen A. Monti, U.T. Austin, Vice Provost
Mark G. Yudof, J.D., U.T. Austin, Dean, School of Law
John Rishling, U.T. Austin, Associate Director, Physical Plant Administration
John Davis, FAIA, U.T. System OFPC
Robert Rawski, U.T. System OFPC

September 17, 1993:

G. Charles Franklin, U.T. Austin, Vice President for Business Affairs
Dr. Gerhard J. Fonken, U.T. Austin, Executive Vice President & Provost
Patricia A. Ohlendorf, U.T. Austin, Vice Provost
Mark G. Yudof, J.D., U.T. Austin, Dean, School of Law
John Rishling, U.T. Austin, Associate Director, Physical Plant Administration
R.S. Kristoferson, U.T. System OFPC
Robert Rawski, U.T. System OFPC

Resolution and the Law School, to assist state and local administrative agencies in the design and implementation of procedures to resolve controversies without resorting to protracted litigation.

This project is included in the 1994-1999 Capital Improvement Plan and the FY 1994 Capital Budget to be funded by \$7,100,000 in Permanent University Fund Bond Proceeds to be financed by reductions in the U. T. Austin annual Available University Fund allocation as required and \$400,000 from the Available University Fund.

5. U. T. Austin - Dorothy Gebauer Building Restoration: Request for Project Authorization; Appointment of Project Architect to Prepare a Project Analysis; and Appropriation Therefor.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that the U. T. Board of Regents:

- a. Authorize a project for the Dorothy Gebauer Building Restoration at U. T. Austin at an estimated total project cost of \$4,500,000
- b. Appoint a Project Architect from the list set forth on Page FPCC - 12 to prepare a Project Analysis and cost estimates to be presented to the U. T. Board of Regents for consideration at a future meeting
- c. Appropriate \$100,000 from General Fee Balances for fees and administrative expenses through completion of the Project Analysis.

This item requires the concurrence of the Academic Affairs Committee.

BACKGROUND INFORMATION

The Dorothy Gebauer Building, built in 1904, is the oldest permanent building on the U. T. Austin campus. Following a engineering study, the building was vacated in June 1992 due to structural problems. To address these problems, it is anticipated that all building floors must be removed and rebuilt, retaining and reusing an existing interior steel structure. The building exterior will be restored. Electrical, plumbing and air-conditioning systems must be replaced. An elevator will be installed and the building will be brought into compliance with codes, including ADA requirements.

The Dorothy Gebauer Building is in a prominent central campus location just northeast of the Main Building. While definite plans for the building's use have not been established, there is a serious need for appropriate Development Office quarters. In addition, consideration must be given to other administrative functions that cannot be located in the Main Building. It will be useful to complete a project analysis to plan the appropriate use of the building, determine the necessary scope of work and develop a firm cost estimate.

This project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1994 Capital Budget with funding in the amount of \$4,500,000 from U. T. Austin General Fee Balances.

List of Firms for Consideration

<u>Project Architect</u>	<u>Representative Projects</u>
Cotera, Kolar & Negrete, Austin, Texas (This firm will use David Hoffman & Co. as Historic Preservation Consultant.)	U. T. Austin: University Interscholastic League Building Austin Community College: Riverside Campus (Joint Venture) Texas State University System: Restoration of Peabody Building, Sam Houston State City of Beaumont, Texas: Restoration of Tyrrell Historic Library
Coffee, Crier & Schenck, Austin, Texas	U. T. Austin: Food Service Facilities Remodeling; Study for Restoration of Littlefield Home Restoration of Nimitz Steamboat Hotel, Fredericksburg, Texas Texas National Guard: Headquarters Building Remodel
McCree\Johnston Architects, Austin, Texas	State of Texas: Texas Capitol Restoration; Old Land Office Building Restoration (Individual Experience) City of Cedar Park: Municipal Complex (Individual Experience) First Presbyterian Church, Elgin, Texas

6. U. T. Austin - Renovation of Gregory Gymnasium: Request for Project Authorization; Appointment of Project Architect to Prepare Preliminary Plans; and Appropriation Therefor.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that the U. T. Board of Regents:

- a. Authorize a project for the Renovation of Gregory Gymnasium at U. T. Austin at an estimated total project cost of \$20,700,000
- b. Appoint a Project Architect from the list set forth on Page FPCC - 14 to prepare preliminary plans, specifications and a detailed cost estimate to be presented to the U. T. Board of Regents for consideration at a future meeting
- c. Appropriate \$375,000 from U. T. Austin General Fee Balances for fees and administrative expenses through completion of preliminary plans.

This item requires the concurrence of the Academic Affairs Committee.

BACKGROUND INFORMATION

In September 1992, in response to a student initiative, U. T. Austin conducted a feasibility study for the renovation of Gregory Gymnasium. Following completion of the study, the student body passed a referendum for a special student fee to finance the project, and the 73rd Legislature subsequently authorized U. T. Austin to collect the student fee to become effective during the semester in which the gymnasium has been substantially renovated and is available for use. A specific recommendation on the fee will be presented to the U. T. Board of Regents at the appropriate time.

Gregory Gymnasium was originally constructed in 1930, and expanded in 1962, with the construction of the Gregory Gymnasium Annex. The feasibility study recommends that Gregory Gymnasium be renovated to provide high quality, functional indoor recreational facilities to supplement the limited facilities now available in the Recreational Sports Building. New heating, ventilating and air-conditioning, electrical and plumbing systems will be installed, and the building will be brought into compliance with current building codes. The project will consist of approximately 264,867 gross square feet of renovated space with minor additions and demolition to facilitate circulation and to restore previously concealed architectural features. If feasible, consideration will also be given to an outdoor recreational pool, jogging track, climbing wall and an addition to house classrooms, activity and office space.

This project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1994 Capital Budget with funding in the amount of \$18,700,000 from Revenue Bond Proceeds and \$2,000,000 in General Fee Balances for \$20,700,000 in total project funding.

List of Firms for Consideration

<u>Project Architect</u>	<u>Representative Projects</u>
F&S Partners Incorporated, Dallas, Texas	U. T. Austin: Gregory Gymnasium Feasibility Study; Recreational Sports Facility; Swim Center; College of Fine Arts/Performing Arts Grapevine/Colleyville Indepen- dent School District: Natatorium, Grapevine, Texas Texas A&M University: University Center Expansion, College Station, Texas
BLGY Incorporated, Austin, Texas	U. T. Austin: Penick-Allison Tennis Center, Austin, Texas Austin Independent School District: Bowie High School, Austin, Texas Austin Independent School District: Austin High School, Austin, Texas Texas Department of Mental Health and Mental Retardation: Therapeutic Swimming Pool, Austin, Texas Texas State Purchasing and General Services Commission: Department of Public Safety Criminal Law Enforcement Building, Austin, Texas
Jessen Inc. Architects and Planners, Austin, Texas	St. Edward's University: Recreation and Convocation Center, Austin, Texas Austin Community College: Master Plan and Design of Northridge Campus, Austin, Texas Texas Tech University: Recreation/Natatorium Complex, Lubbock, Texas San Marcos Baptist Academy: Recreation Complex, Austin, Texas

7. U. T. Austin - Student Health Center (Project No. 102-767): Presentation of Preliminary Plans; Request for Authorization to Prepare Final Plans and Specifications; and Appropriation Therefor.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that the U. T. Board of Regents:

- a. Approve preliminary plans and specifications for the Student Health Center, including the Student Services Facility, at U. T. Austin at an estimated total project cost of \$24,296,000
- b. Authorize the Project Architect to prepare final plans and specifications to be presented to the U. T. Board of Regents for consideration at a future meeting
- c. Appropriate \$400,000 from Auxiliary Enterprise Balances for fees and administrative expenses through the completion of final plans and specifications. Previous appropriations have been \$550,000 from the same source.

BACKGROUND INFORMATION

In accordance with authorization of the U. T. Board of Regents in June 1992, preliminary plans for the Student Health Center and Student Services Facility project at U. T. Austin have been prepared by the Project Architect, Cox/Croslin and Associates, Austin, Texas.

At the April 1991 meeting, the U. T. Board of Regents authorized a project for a new Student Health Center at U. T. Austin at an estimated total project cost of \$11,616,000.

This project will contain approximately 100,000 gross square feet of space for the Student Health Center and the Counseling and Mental Health Center. In addition, a student fee for a Student Services Building was overwhelmingly approved in an election in March 1991 and authorized by the 72nd Legislature. A feasibility study committee was appointed in Fall 1991 and charged with recommending potential occupants of the Student Services Facility. The Student Services Facility project will have approximately 80,000 gross square feet of space to provide centralized student services in a single location.

The U. T. Board of Regents at the June 1992 meeting authorized an expansion of scope for the Student Health Center at U. T. Austin to include the Student Services Facility at a revised combined total project cost of \$24,296,000.

The project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1994 Capital Budget. Funding for the project is \$19,680,000 from Revenue Bond Proceeds, \$1,215,000 from Auxiliary Enterprise Balances and \$3,401,000 in General Fee Balances for \$24,296,000 in total project funding.

8. U. T. Brownsville - Science and Engineering Technology Building: Request for Project Authorization; Appointment of Project Architect to Prepare a Site Development and Programming Study and Preliminary Plans; and Appropriation Therefor.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Garcia that the U. T. Board of Regents:

- a. Authorize a project for a Science and Engineering Technology Building at U. T. Brownsville at an estimated total project cost of \$23,500,000 to be funded from Tuition Revenue Bonds
- b. Appoint a Project Architect from the list set forth on Page FPCC - 17 to prepare a comprehensive site development and programming study, preliminary plans, specifications and a cost estimate to be presented to the U. T. Board of Regents for consideration at a future meeting
- c. Appropriate \$575,000 from Tuition Revenue Bonds and Notes issued under the Revenue Financing System for fees and administrative expenses through completion of preliminary plans.

This item requires the concurrence of the Academic Affairs Committee.

BACKGROUND INFORMATION

The 73rd Session of the Texas Legislature authorized the financing of a Science and Engineering Technology Building at U. T. Brownsville to be funded through Tuition Revenue Bonds in the amount of \$23,500,000 as part of the South Texas/Border Initiative. A specific recommendation on the site, which will be handled through a long-term ground lease from Texas Southmost College, will be the subject of a future agenda item.

The project architect will be required to prepare a comprehensive site development and programming study prior to the development of preliminary plans for the Science and Engineering Technology Building and related infrastructure. The building will contain approximately 128,000 to 160,000 gross square feet and will provide an amount of space approximately

equal to the current pro rata share of space used by U. T. Brownsville on the Texas Southmost College campus. The building will contain teaching and support space for biology, chemistry, physics, mathematics, computer science, applied and environmental science programs and engineering technology.

This project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1994 Capital Budget to be funded by Tuition Revenue Bonds.

List of Firms for Consideration

<u>Project Architect</u>	<u>Representative Projects</u>
Marmon Mok, San Antonio, Texas	U. T. Health Science Center - San Antonio: McDermott Clinical Science Building; Research Campus Master Plan San Antonio College: Multi- purpose Lab/Classroom Building St. Mary's University: Business and Administration Building; San Antonio, Texas Texas Southmost College: Campus Development Program; Brownsville, Texas United Services Automobile Association: Headquarters Operations Building and Parking Structures; San Antonio, Texas
Graeber, Simmons & Cowan, Austin, Texas	U. T. Pan American: Academic Services Building; Allied Health Annex U. T. Austin: Microelectronics and Engineering Research Building Complex; Remodel Old Library for Geology Department Texas A&M University: Chemistry Building Renovation; College Station, Texas Southwest Texas State University: New Science Building
Ferro-Saylors, Houston, Texas	Texas A&M University: Engineering Research Center; College Station, Texas Texas A&M University: Alumni Hall Structural Repair/Renovation; College Station, Texas Texas Medical Center - Houston: Thermal Energy Cooperative Plant Facilities Upgrade

9. U. T. El Paso - Liberal Arts/Science Renovation Projects - Old Main Building Renovation: Request for Project Authorization; Appointment of Project Architect to Prepare Preliminary Plans; and Appropriation Therefor.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Natalicio that the U. T. Board of Regents:

- a. Authorize a project for the Old Main Building Renovation at U. T. El Paso at an estimated total project cost of \$1,689,000 to be funded from Tuition Revenue Bonds
- b. Appoint a Project Architect from the list set forth on Page FPCC - 19 to prepare preliminary plans, specifications and a cost estimate to be presented to the U. T. Board of Regents for consideration at a future meeting
- c. Appropriate \$65,000 from Unexpended Plant Funds for fees and administrative expenses through completion of preliminary plans. This appropriation will be reimbursed from Tuition Revenue Bond Proceeds when issued. This action satisfies the official intent requirement set forth in Section 1.150-2 of the U. S. Treasury Regulations.

This item requires the concurrence of the Academic Affairs Committee.

BACKGROUND INFORMATION

The 73rd Session of the Texas Legislature authorized the financing of Liberal Arts/Science Renovation Projects at U. T. El Paso through Tuition Revenue Bonds in the amount of \$8,000,000 as part of the South Texas/Border Initiative. The \$8,000,000 will be divided among five campus buildings housing Liberal Arts and Science programs. The Old Main Building houses Liberal Arts programs in Sociology and Anthropology. The work will include complete interior and exterior renovation of this 1917 building. The Old Main Building was the first building constructed on the campus and is a local registered Historic Landmark.

The project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1994 Capital Budget to be funded by Tuition Revenue Bonds.

List of Firms for Consideration

<u>Project Architect</u>	<u>Representative Projects</u>
Fouts Gomez Architects, El Paso, Texas	U. T. El Paso: Central Library; College of Business; Centennial Museum; Administration Building; Remodel Burges Hall El Paso Community College: Transmountain Campus U. S. Army: Senior NCO Academy El Paso I.S.D.: Westside Middle School
Carroll Dusang and Rand, El Paso, Texas	U. T. El Paso: Engineering/ Science Complex; Dormitory Complex; Remodel Old Library for Geology Department Socorro I.S.D.: Sanchez Middle School; William Slider Middle School Franklin Land and Resources: The Cortez Building Historic Preservation
SMS Architects, El Paso, Texas	El Paso Community College: Advanced Technology Buildings #1 and #2, Student Services Center Clint I.S.D.: East El Paso Middle School; Horizon City Middle School; Mountain View High School Socorro I.S.D.: Educational Center

10. U. T. Pan American - Thermal Energy Plant Expansion for the Engineering Building: Request for Project Authorization; Appointment of Project Engineer to Prepare Final Plans and Specifications; Submission of the Project to the Coordinating Board; and Appropriation Therefor.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Nevarez that the U. T. Board of Regents:

- a. Authorize a project for the Thermal Energy Plant Expansion for the Engineering Building at U. T. Pan American at an estimated total project cost of \$3,054,000

- b. Appoint the firm of Schuchart & Associates, Professional Engineers, Inc., San Antonio, Texas, as Project Engineer, with authorization to prepare final plans, specifications and detailed cost estimates to be presented to the U. T. Board of Regents for consideration at a future meeting
- c. Authorize submission of the project to the Texas Higher Education Coordinating Board
- d. Appropriate \$300,000 in Unexpended Plant Funds for fees and administrative expenses through the completion of final plans and specifications.

BACKGROUND INFORMATION

The existing U. T. Pan American Thermal Energy Plant has a total rated cooling capacity of 4,700 tons. A project is currently underway to add a 600 ton chiller, funded by a LoneSTAR energy conservation loan, which will increase the capacity to 5,300 tons. However, there will be an estimated 10% reduction in capacity when refrigerants are changed over the next several years because chlorofluorocarbon (CFC) refrigerant will no longer be available.

The existing Thermal Energy Plant has sufficient capacity to meet current campus needs. However, the reduction in chiller capacity due to the change in refrigerant and the cooling load to be imposed by the new Engineering Building require a detailed study to refine the project scope to be followed by the preparation of final plans and specifications for the Thermal Energy Plant Expansion.

The U. T. Pan American Administration recommends, and the Office of Facilities Planning and Construction concurs, that the firm of Schuchart & Associates, Professional Engineers, Inc., be appointed Project Engineer because of the project engineer's familiarity with the existing Thermal Energy Plant and prior responsibility for the design of the 600 ton chiller.

The recently concluded 73rd Session of the Texas Legislature authorized the financing of the U. T. Pan American Engineering Building through Tuition Revenue Bonds as part of the South Texas/Border Initiative. This Thermal Energy Plant Expansion for the Engineering Building is included in the FY 1994-1999 Capital Improvement Plan and FY 1994 Capital Budget. Funding for the project is \$154,000 in Higher Education Assistance Funds (HEAF), \$2,200,000 in Tuition Revenue Bonds, and the addition of \$700,000 in Unexpended Plant Funds which will amend the FY 1994-1999 Capital Improvement Plan for a total project cost of \$3,054,000.

11. U. T. San Antonio - University Center Expansion (Project No. 401-800): Presentation of Preliminary Plans; Authorization to Prepare Final Plans and Specifications; and Submission of the Project to the Coordinating Board.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Kirkpatrick that the U. T. Board of Regents:

- a. Approve preliminary plans and specifications for the University Center Expansion at U. T. San Antonio at an estimated total project cost of \$12,000,000
- b. Authorize the Project Architect to prepare final plans and specifications to be presented to the U. T. Board of Regents for consideration at a future meeting
- c. Authorize submission of the project to the Texas Higher Education Coordinating Board.

BACKGROUND INFORMATION

In accordance with authorization by the U. T. Board of Regents in December 1992, preliminary plans for the University Center Expansion project at U. T. San Antonio have been prepared by the Project Architect, Phelps/Garza/Bomberger, San Antonio, Texas, in association with Chumney and Associates, San Antonio, Texas.

The existing University Center was completed during FY 1986-87. Enrollment at U. T. San Antonio in Fall 1986 was 12,413. Since that time, enrollment increased to more than 17,000 in Fall 1993, and the current projection for Fall 1996 is 20,431. The proposed expansion will include approximately 97,000 gross square feet of new space for the University Bookstore, Career Planning and Placement, expanded food service areas, meeting and theater spaces, work spaces for registered student organizations, and additional student life/programming areas which will be critically needed by the time the new space is ready for occupancy.

The project is included in the FY 1994-1999 Capital Improvement Plan and FY 1994 Capital Budget. Funding for the project is \$10,000,000 from Revenue Bond Proceeds financed by a legislatively approved student fee of \$30 per semester and \$2,000,000 from Auxiliary Enterprise Balances for \$12,000,000 in total project funding. This project has been reviewed by the Office of Business Affairs for matters related to financial capacity to pay debt service on revenue bonds.

12. U. T. San Antonio - Engineering/Biotechnology Building - Phase II (Project No. 401-747): Request for Revised Project Cost; Authorization to Revise Preliminary Plans; and Appropriation Therefor.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Kirkpatrick that the U. T. Board of Regents:

- a. Authorize a revised total project cost of \$17,000,000 for the Engineering/Biotechnology Building - Phase II at U. T. San Antonio to be funded from Tuition Revenue Bonds
- b. Authorize the Project Architect to revise preliminary plans to be presented to the U. T. Board of Regents for consideration at a future meeting
- c. Appropriate \$750,000 from Tuition Revenue Bonds and Notes issued under the Revenue Financing System for fees and administrative expenses through completion of preliminary plans and for renovation and equipment for life science laboratories.

BACKGROUND INFORMATION

In June 1986, the U. T. Board of Regents authorized the Engineering/Biotechnology Building at U. T. San Antonio at an estimated total project cost of \$27,900,000. The firm of JonesKell, San Antonio, Texas, was appointed Project Architect to prepare preliminary plans. The project was later divided into two phases with Phase I having a total project cost of \$12,900,000 and Phase II having a total project cost of \$15,000,000. In February 1988, the U. T. Board of Regents approved preliminary plans for Phase I and received for information only the preliminary plans for Phase II. The final plans for Phase I were approved in October 1988, and a construction contract was awarded in February 1989. The Phase I project was completed and occupied in 1991.

The 73rd Session of the Texas Legislature authorized the financing of the Engineering/Biotechnology Building - Phase II at U. T. San Antonio through Tuition Revenue Bonds in the amount of \$17,000,000 as part of the South Texas/Border Initiative.

The Phase II project will contain approximately 50,000 gross square feet for laboratory and classroom space to support the Divisions of Life Sciences, Earth and Physical Sciences, Engineering and Mathematics and Computer Science. This project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1994 Capital Budget to be funded by Tuition Revenue Bonds. The FY 1994 Capital Budget includes \$500,000 for completion of final plans for Phase II and \$1,100,000 for renovation and equipment funds needed for Life Sciences laboratories.

13. U. T. San Antonio - Downtown Building: Request for Project Authorization; Appointment of Project Architect to Prepare a Comprehensive Master Development Plan for the Site and Preliminary Plans for the Building; and Appropriation Therefor.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Kirkpatrick that the U. T. Board of Regents:

- a. Authorize a project for a Downtown Building for U. T. San Antonio at an estimated total project cost of \$20,000,000 to be funded from Tuition Revenue Bonds
- b. Appoint a Project Architect from the list set forth on Page FPCC - 24 to prepare a comprehensive master development plan for the site and preliminary plans for the building to be presented to the U. T. Board of Regents for consideration at a future meeting
- c. Appropriate \$500,000 from Tuition Revenue Bonds and Notes issued under the Revenue Financing System for fees and administrative expenses through completion of the development plan for the site and preliminary plans for the building.

BACKGROUND INFORMATION

The 73rd Session of the Texas Legislature authorized the financing of a Downtown Building for U. T. San Antonio through Tuition Revenue Bonds in the amount of \$20,000,000 as part of the South Texas/Border Initiative. A recommendation to accept a gift of real property planned to serve as the site for the proposed building is set out in Item 3 on Page EX.C - 4.

The project architect will be required to prepare a comprehensive master development plan for the site prior to the development of preliminary plans for the Downtown Building and related infrastructure. The building will contain approximately 125,000 to 140,000 gross square feet for academic programming including library and computer support and public service facilities for the U. T. San Antonio Economic Development Centers. Space will be provided for classrooms, seminar rooms, computer labs, faculty and staff offices and continuing education conference rooms.

This project is included in the FY 1994-1999 Capital Improvement Plan and the FY 1994 Capital Budget to be funded by Tuition Revenue Bonds.

List of Firms for Consideration

<u>Project Architect</u>	<u>Representative Projects</u>
Saldana & Associates Architects, Inc., San Antonio, Texas	Alamo Community College District: St. Philip's College Master Plan and Phase I Implementation; Student Center Addition & Renovations, San Antonio (JV)
	Alamo Community College District: Applied Sciences & Technology Building, Continuing Education Building, San Antonio
	City of San Antonio: Market Square Master Plan, San Antonio
	Bexar County Commissioners Court: Bexar County Justice Center, San Antonio (JV)
	Bexar County Commissioners Court: Bexar County Forensic Science Center, San Antonio
Garza Bomberger & Associates, San Antonio, Texas	U. T. Health Science Center - San Antonio: School of Nursing; Basic Science Building Fifth Level; Allied Health Labs
	Texas State Aquarium Association: Texas State Aquarium, Corpus Christi, Texas
	Veterans Administration: V.A. Medical Center, Waco, Texas
	Alamo Community College District: San Antonio College Administration Building, Nursing School, Master Plan, Day Care Center, San Antonio
Jose Luis Hernandez, Architects, Inc./ Ford, Powell & Carson, Inc. (A Joint Venture), San Antonio, Texas	Edgewood Independent School District: Career Technology Academy/Memorial High School, San Antonio (JLH, Inc.)
	VIA Metropolitan Transit: Alamodome Transit Facility, Southern Pacific Depot Restoration, San Antonio (JLH, Inc.)
	Alamo Community College District: St. Philip's College Sciences Building, San Antonio (FPC, Inc./JLH, Inc.-Assoc.)
	U. T. San Antonio: 1971 Master Plan; 1993 Master Plan Update; Academic Building (FPC, Inc.)
	Skidmore College: Learning Center One, Saratoga Springs, NY (FPC, Inc.)

14. U. T. M.D. Anderson Cancer Center - Bertner Complex (Project No. 703-772) and Clinical Services Facility (Project No. 703-773): Request for Approval of Final Plans for Phase II; Authorization to Advertise for Bids and for the Executive Committee to Award Contracts; Appropriation Therefor; and Approval of Use of Revenue Financing System Parity Debt, Receipt of Certificate, and Finding of Fact with Regard to Financial Capacity.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President LeMaistre that the U. T. Board of Regents:

- a. Approve final plans and specifications for construction of Phase II of the Bertner Complex and the Clinical Services Facility at the U. T. M.D. Anderson Cancer Center at an estimated construction cost of \$119,600,000
- b. Authorize the Office of Facilities Planning and Construction to advertise for bids following completion of final review and the Executive Committee to award all contracts associated with Phase II of the project within the authorized total project cost
- c. Appropriate an additional sum of \$165,995,000 which, together with \$82,605,000 previously appropriated, will fund the total project cost of \$248,600,000. The additional sum will be provided by \$65,400,000 in Revenue Financing System Bond Proceeds and \$100,595,000 in philanthropic gifts.

The Chancellor also concurs in the recommendation of the Executive Vice Chancellor for Health Affairs, the Executive Vice Chancellor for Business Affairs, and President LeMaistre that, in compliance with Section 5 of the Master Resolution Establishing The University of Texas System Revenue Financing System, approved by the U. T. Board of Regents in April 1990, amended February 14, 1991, and upon delivery of the Certificate of an Authorized Representative as set out on Page FPCC - 27, the U. T. Board of Regents resolve that:

- a. Parity Debt shall be issued to pay the project's cost including any project costs paid prior to the issuance of such Parity Debt
- b. Sufficient funds will be available to meet the financial obligations of the U. T. System including sufficient Pledged Revenues as defined in the Master Resolution to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System

- c. U. T. M.D. Anderson Cancer Center, which is a "Member" as such term is used in the Master Resolution, possesses the financial capacity to satisfy its Direct Obligation as defined in the Master Resolution relating to the issuance by the U. T. Board of Regents of tax-exempt Parity Debt in the amount of \$65,400,000
- d. This resolution satisfies the official intent requirements set forth in Section 1.150-2 of the U. S. Treasury Regulations.

BACKGROUND INFORMATION

Phase I of the project for the Bertner Complex and the Clinical Services Facility is already under construction. The work was awarded in January 1993 by the U. T. Board of Regents to Centex Bateson Construction Company of Dallas, Texas, in a construction contract in the amount of \$54,992,000. The scope of work under this contract includes site preparation, foundations, building structures, exterior walls, glass and roofs for three buildings. The foundations and structures are strengthened to carry additional floors in the future if that should be necessary.

Phase II of the project will complete three buildings which are the Bertner Patient Tower, the Bertner Research Building, and the Clinical Services Facility. When completed, the project will provide 779,400 gross square feet of space. Phase II of the project will be bid well before the work in Phase I is completed. This will permit the successful low responsible bidder for Phase II to prepare its construction schedule, to award subcontracts, to prepare shop drawings and submittals, and to place orders for materials well before actual construction of Phase II begins. This procedure will minimize lost time between Phases I and II should the successful bidder for Phase II be other than Centex Bateson Construction Company.

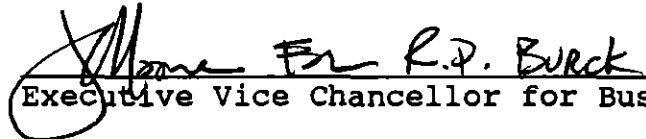
The requested appropriation of \$165,995,000 will cover the total project cost of the entire project. In addition to the Phase II construction contract and its associated administrative costs, it will cover the cost of special systems which are procured and installed separately, furniture and furnishings, medical equipment, and a small Phase III construction contract which will remodel space in the existing Clark Clinic to make it functional and compatible with new space provided by Phase II.

The project is included in the FY 1994-1999 Capital Improvement Plan and FY 1994 Capital Budget and has been approved by the Texas Higher Education Coordinating Board.

PARITY DEBT CERTIFICATE OF U. T. SYSTEM REPRESENTATIVE

I, the undersigned Executive Vice Chancellor for Business Affairs of The University of Texas System, a U. T. System Representative under the Master Resolution Establishing The University of Texas System Revenue Financing System adopted by the Board on April 12, 1990 (the "Master Resolution"), do hereby execute this certificate for the benefit of the Board of Regents pursuant to Section 5(a)(ii) of the Master Resolution in connection with the authorization by the Board to issue "Parity Debt" pursuant to the Master Resolution to finance the cost of the construction of Phase II of the Bertner Complex and the Clinical Services Facility at U. T. M.D. Anderson Cancer Center, and do certify that to the best of my knowledge the Board of Regents is in compliance with all covenants contained in the Master Resolution, First Supplemental Resolution Establishing an Interim Financing Program, and the Second Supplemental Resolution, and is not in default of any of the terms, provisions and conditions in said Master Resolution, First Supplemental Resolution and Second Supplemental Resolution.

EXECUTED this 8th day of October, 1993


Executive Vice Chancellor for Business Affairs

Asset Management Committee

ASSET MANAGEMENT COMMITTEE
Committee Chairman Cruikshank

Date: October 8, 1993
Time: Following the meeting of the Facilities Planning
and Construction Committee
Place: Room NB2.402, Simmons Biomedical Research Building
U. T. Southwestern Medical Center - Dallas

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AMC

I. Permanent University Fund

Investment Matter

Report on Clearance of Monies to the
Permanent University Fund for July and
August 1993 and Report on Oil and Gas
Development as of August 31, 1993

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II. Trust and Special Funds

Gifts, Bequests and Estates

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I. PERMANENT UNIVERSITY FUND

INVESTMENT MATTER

Report on Clearance of Monies to the Permanent University Fund for July and August 1993 and Report on Oil and Gas Development as of August 31, 1993.--The following reports with respect to (a) certain monies cleared to the Permanent University Fund for July and August 1993 and (b) Oil and Gas Development as of August 31, 1993, are submitted by the Executive Vice Chancellor for Business Affairs:

Permanent University Fund	July 1993	August 1993	Cumulative Through August of this Fiscal Year (1992-1993)	Cumulative Through August of Preceding Fiscal Year (1991-1992)	Percent Change
Royalty					
Oil	\$3,288,236.65	\$ 3,094,654.03	\$ 46,999,881.49	\$ 47,991,203.69	-2.07%
Gas	2,006,794.91	1,044,474.93	17,953,155.94	13,378,547.88	34.19%
Sulphur	0.00	0.00	0.00	(10,598.69)	--
Water	138,802.38	135,382.08	940,701.23	693,402.44	35.66%
Brine	3,658.33	5,483.64	59,249.50	50,816.51	16.59%
Trace Minerals	0.00	0.00	0.00	0.00	--
Rental					
Oil and Gas Lease	33,596.92	5,484.81	615,117.87	564,767.56	8.92%
Other	3,880.00	4,165.00	11,178.01	27,964.65	-60.03%
Sale of Sand, Gravel, Etc.	0.00	0.00	23,979.00	10,050.00	138.60%
Total University Lands Receipts Before Bonuses	5,474,969.19	4,289,644.49	66,603,263.04	62,706,154.04	6.21%
Bonuses					
Oil and Gas Lease Sales	0.00	0.00	2,740,201.75	1,932,665.52	41.78%
Amendments and Extensions to Mineral Leases	0.00	0.00	10.00	2,506.03	-99.60%
Total University Lands Receipts	5,474,969.19	4,289,644.49	69,343,474.79	64,641,325.59	7.27%
Gain or (Loss) on Sale of Securities	2,366,595.52	5,813,188.54	316,088,977.90	65,795,046.20	380.41%
TOTAL CLEARANCES	\$7,841,564.71	\$10,102,833.03	\$385,432,452.69	\$130,436,371.79	195.49%

Oil and Gas Development - August 31, 1993
Acreage Under Lease - 710,562

Number of Producing Acres - 522,825

Number of Producing Leases - 2,456

II. TRUST AND SPECIAL FUNDS

Gifts, Bequests and Estates

1. U. T. Austin: Julian C. Barton Endowment for Human Ecology in the College of Natural Sciences - Recommendation to Accept Additional Gifts and Transfer of Funds, Redesignate as the Julian C. Barton Professorship in Nutrition, and Designate Income Use.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that gifts of \$24,334.64 from various donors and a \$665.36 transfer of President's discretionary funds for a total of \$25,000 be accepted for addition to the Julian C. Barton Endowment for Human Ecology in the Department of Human Ecology, College of Natural Sciences, at U. T. Austin for a total endowment of \$108,140.29 and that the endowment be redesignated as the Julian C. Barton Professorship in Nutrition.

It is further recommended that the income earned from the endowment be designated to support the Professorship.

BACKGROUND INFORMATION

At the February 1992 meeting, the U. T. Board of Regents accepted two bequests under the Will of Dr. Julian C. Barton and established the Julian C. Barton Regents Endowed Scholarship in Marine Science with \$75,000 and the Julian C. Barton Endowment for Human Ecology with \$75,000. Designation of a specific purpose for the Julian C. Barton Endowment for Human Ecology was reserved for a later date, and in the interim all income has been reinvested into the endowment principal.

Dr. Julian C. Barton, who was an internist in San Antonio, Texas, received his B.A. in 1925 from U. T. Austin and his M.D. in 1928 from the U. T. Medical School - Galveston. He was a member of The President's Associates and The Chancellor's Council.

2. U. T. Austin: Recommendation to Establish the Maurice R. Bullock Endowed Presidential Scholarship in Law in the School of Law (NO PUBLICITY).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that the Maurice R. Bullock Endowed Presidential Scholarship in Law in the School of Law at U. T. Austin be established. The funds for the endowment

will be held and administered by The University of Texas Law School Foundation (an external foundation) in accordance with the Regents' Rules and Regulations.

Income earned from the endowment will be used to provide scholarship support to students in the School of Law.

BACKGROUND INFORMATION

This endowment is being funded in honor of Mr. Maurice R. Bullock, Midland, Texas, with a \$3,000 gift and a \$12,000 pledge from the law firm of Bullock, Scott, Neisig & Owens, Midland, Texas, Mr. and Mrs. Hugh (Sara Bullock) McIntosh, Washington, D. C., Mr. and Mrs. Dan R. Bullock, Austin, Texas, and other family and friends of Mr. Bullock, for a total of \$15,000 and by a \$15,000 matching funds pledge from the U. T. Law School Foundation for a total endowment of \$30,000.

Mr. Bullock, a partner in the firm of Bullock, Scott, Neisig & Owens, Midland, Texas, received his LL.B. in 1936 from U. T. Austin.

NO PUBLICITY

3. U. T. Austin: Recommendation to Accept Gift and Pledge to Establish Various Endowments and for Current Purposes in the Colleges of Engineering and Natural Sciences and Eligibility for Matching Funds Under The Regents' Endowment Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that a \$4,611,000 gift and a \$2,000,000 pledge, payable by December 31, 1994, from an anonymous donor for a total of \$6,611,000 be accepted for the benefit of the Colleges of Engineering and Natural Sciences at U. T. Austin as set out below:

- a. Of the total \$4,611,000 gift, \$2,500,000 will be used to establish the CAM Graduate Fellowship Fund in the Colleges of Engineering and Natural Sciences and \$45,000 will be used as outright awards for three of these graduate fellowships for the 1993-1994 academic year.

It is further recommended that \$500,000 in matching funds be allocated under The Regents' Endowment Program and used to increase the endowment to a total of \$3,000,000.

Income earned from the endowment will be used to provide support to graduate students participating in the Computational and Applied Mathematics Program (CAM).

- b. Of the total gift, \$1,000,000 will be used to establish the CAM Chair I in the Department of Mathematics in the College of Natural Sciences.

Income earned from the endowment will be used to support the Chair with specific utilization within the CAM Program.

- c. Of the total gift, \$1,000,000 will be used to establish the CAM Chair III in the College of Engineering.

Income earned from the endowment will be used to support the Chair with specific utilization within the CAM Program.

- d. The remaining \$66,000 of the gift will be used in furnishing the CAM Program's facilities.

- e. The exact use for the \$2,000,000 pledge, which is also to be utilized within the CAM Program, will be determined at a later date.

BACKGROUND INFORMATION

These funds have been donated to support the Computational and Applied Mathematics Program (CAM), which is a joint academic and research effort between the College of Engineering and the College of Natural Sciences at U. T. Austin.

4. U. T. Austin: Recommendation to Accept Gifts to Establish the Coca-Cola Foods Endowed Scholarship in the College of Business Administration and the Graduate School of Business.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that \$10,000 in gifts from Coca-Cola Foods, Houston, Texas, be accepted to establish the Coca-Cola Foods Endowed Scholarship in the Department of Marketing, College of Business Administration and the Graduate School of Business, at U. T. Austin.

Income earned from the endowment will be used to provide scholarship support to students enrolled in the Master of Business Administration program who are concentrating their studies in marketing.

BACKGROUND INFORMATION

Coca-Cola Foods, Houston, Texas, has been contributing monies since 1986 to fund this endowment. Coca-Cola Foods is a prior donor to the College of Business Administration and the Graduate School of Business at U. T. Austin and a member of the Littlefield Society.

5. U. T. Austin: Recommendation to Accept Gift to Establish the Department of Advertising Various Purposes in the College of Communication.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that a \$20,000 gift from The Lucky-Goldstar Group, Seoul, Korea, be accepted to establish a quasi-endowment in the Department of Advertising, College of Communication, at U. T. Austin to be named the Department of Advertising Various Purposes.

Income earned from the endowment will be used for discretionary purposes, at the direction of the Chairman of the Department of Advertising.

BACKGROUND INFORMATION

The Lucky-Goldstar Group, Seoul, Korea, donated \$20,000 to the Department of Advertising as an unrestricted gift. The Chairman of the Department of Advertising requested that the funds be used to endow a discretionary fund within the Department.

6. U. T. Austin: Recommendation to Accept Gifts and Pledges to Establish the James T. and Phyllis Doluisio Endowed Presidential Scholarship in Pharmacy in the College of Pharmacy (NO PUBLICITY).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that \$17,920 in gifts and \$14,450 in pledges, payable by August 31, 1995, from various donors for a total of \$32,370 be accepted to establish the James T. and Phyllis Doluisio Endowed Presidential Scholarship in Pharmacy in the College of Pharmacy at U. T. Austin.

Income earned from the endowment will be used to provide scholarship support to deserving students in the College of Pharmacy.

BACKGROUND INFORMATION

Faculty and friends of the College of Pharmacy are funding this endowment in honor of Dr. James T. Doluisio and his wife, Phyllis, Austin, Texas. Dr. Doluisio has been Dean of the College of Pharmacy since 1973, and the Hoechst-Roussel Centennial Professor of Pharmacy since 1980. He and Mrs. Doluisio have been very dedicated to the College of Pharmacy these 20 years, and in this time the College has come to be recognized as one of the top two pharmacy colleges in the nation. Dr. and Mrs. Doluisio are unaware of the efforts to endow a presidential scholarship in their honor. Thus confidentiality is requested so that a special announcement may be made at the College of Pharmacy Centennial Gala on November 12, 1993.

NO PUBLICITY

7. U. T. Austin: Alexander Caswell Ellis Fellowship in Education in the College of Education - Recommendation to Amend Fellowship Guidelines and Redefine Recipient Selection Committee.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that the guidelines for the Alexander Caswell Ellis Fellowship in Education in the College of Education at U. T. Austin be amended to benefit students pursuing graduate degrees in the College of Education with intent to serve adult populations. This would currently include students from such departments as Special Education, Curriculum and Instruction, and Educational Administration.

It is further recommended that the recipient selection committee be redefined to consist of the Dean of the College of Education to serve as chairperson and three other persons, including a professor who teaches history or philosophy of education, a faculty member directly concerned with junior college education, and another appropriate member of the U. T. Austin faculty.

The U. T. System Office of General Counsel has rendered an opinion that these modifications are permissible under Section 65.36(f) of the Texas Education Code.

BACKGROUND INFORMATION

The Alexander Caswell Ellis Fellowship in Education was established at the April 1962 meeting of the U. T. Board of Regents with a bequest of approximately \$260,000 from the Estate of Mrs. Mary Heard Ellis. Mrs. Ellis' Will specified that recipients of the Fellowship be students "planning to major in either Adult Education or the Philosophy of Education" and who "intend to go into teaching or into some related scholarly undertaking." The selection committee was outlined by her to

include, among others, a professor in the Department of History and Philosophy of Education and a member of the faculty in either the Department of English or Philosophy. Changes within the College of Education's departments and curriculum result in a need to amend the guidelines under which this Fellowship is administered and to redefine the selection committee in order to adequately provide for graduate students whose academic pursuits meet the intent of Mrs. Ellis' wishes.

8. U. T. Austin: Recommendation to Accept Gifts to Establish the Engineering Leadership Service Award Fund in the College of Engineering.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that \$10,550 in gifts from various donors be accepted to establish an endowment in the College of Engineering at U. T. Austin to be named the Engineering Leadership Service Award Fund.

Income earned from the endowment will be used to provide annual awards of at least \$100 each to deserving students within the College of Engineering.

BACKGROUND INFORMATION

This endowment is being funded by various donors, all previous winners of the Engineering Leadership Service Award which was initiated in 1970 to recognize Engineering students who have demonstrated superior leadership, service, innovation, and humanitarianism.

9. U. T. Austin: Recommendation to Accept Gift and Pledge to Establish the Glaxo Inc. Endowed Professorship in Pharmacy in the College of Pharmacy.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that a \$33,000 gift and a \$67,000 pledge, payable by August 31, 1995, from Glaxo Inc., Research Triangle Park, North Carolina, for a total of \$100,000 be accepted to establish the Glaxo Inc. Endowed Professorship in Pharmacy in the College of Pharmacy at U. T. Austin.

Income earned from the endowment will be used to support the Professorship.

BACKGROUND INFORMATION

Glaxo Inc., Research Triangle Park, North Carolina, a valuable supporter of U. T. Austin for many years, is funding this endowment in commemoration of the College of Pharmacy's Centennial.

10. U. T. Austin: Recommendation to Accept Bequest from the Estate of Musa Guston, Woodstock, New York.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that a specific bequest of a painting entitled "Two Legs" valued at \$175,000 from the Estate of Musa Guston, Woodstock, New York, be accepted for addition to the Archer M. Huntington Art Gallery in the College of Fine Arts at U. T. Austin.

BACKGROUND INFORMATION

The painting entitled "Two Legs" was painted by Mrs. Musa Guston's late husband, Philip Guston. Mr. Guston was a distinguished artist who was the recipient of many prestigious awards, including the Guggenheim Foundation Fellowship. It was Mr. and Mrs. Guston's wish that his work be seen by students and lovers of art in museum collections across the country.

11. U. T. Austin: Recommendation to Accept Gift and Pledge to Establish the Hoechst-Roussel/Howard B. Lassman Endowed Presidential Scholarship in the College of Pharmacy.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that a \$10,000 gift and a \$15,000 pledge, payable by December 31, 1994, from Hoechst-Roussel Pharmaceuticals Inc., Somerville, New Jersey, for a total of \$25,000 be accepted to establish the Hoechst-Roussel/Howard B. Lassman Endowed Presidential Scholarship in the College of Pharmacy at U. T. Austin.

Income earned from the endowment will be used to provide scholarship support to students in the College of Pharmacy who are specializing in pharmacology and related subjects.

BACKGROUND INFORMATION

Hoechst-Roussel Pharmaceuticals Inc., Somerville, New Jersey, is funding this endowment in memory of Dr. Howard B. Lassman. Dr. Lassman was Director of Clinical Research at Hoechst-Roussel and served as a member of the Pharmaceutical Foundation Advisory Council at U. T. Austin. He was a strong supporter of the College of Pharmacy for many years.

12. U. T. Austin: Recommendation to Accept Gifts and Accumulated Earnings to Establish the Kyoon Hur Fellowship Fund in the College of Communication and for Current Purposes.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that \$8,351 in gifts from various donors and \$2,149 in accumulated earnings for a total of \$10,500 be accepted, with \$10,000 to be used to establish the Kyoon Hur Fellowship Fund in the Department of Radio-Television-Film, College of Communication, at U. T. Austin and the remaining \$500 to be used as outright awards for the Fall Semester 1993.

Pursuant to the donors' request, income earned from the endowment will be used to support graduate students based on financial need and satisfactory academic progress. Among equally qualified applicants, preference will be given to international students.

BACKGROUND INFORMATION

This fellowship is being funded in memory of Dr. Kenneth Kyoon Hur who joined the faculty at U. T. Austin in 1978 and served as an Associate Professor and Graduate Advisor in the Department of Radio-Television-Film at U. T. Austin from 1982 until his death in 1984. Dr. Hur distinguished himself through his scholarly pursuits and his care and concern for students.

13. U. T. Austin: Recommendation to Establish Various Endowments in the School of Law.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that six endowments in the School of Law at U. T. Austin be established as set out on Page AMC - 15. The funds for the endowments will be held and administered by The University of Texas Law School Foundation (an external foundation) in accordance with the Regents' Rules and Regulations.

ENDOWMENT:	Kae L. Brockermeier Endowed Presidential Scholarship in Law
Donor:	Mr. Kae L. Brockermeier, Jr. Fort Worth, Texas
Gift Amount:	\$25,000
Law School Fdn.	
Matching:	\$25,000
Total Endowment:	\$50,000
ENDOWMENT:	William J. Steeger Endowed Pres- idential Scholarship in Law
Donor:	The Honorable and Mrs. Lynn Nettleton Hughes, Houston, Texas
Gift Amount:	\$12,500
Law School Fdn.	
Matching:	\$12,500
Total Endowment:	\$25,000
ENDOWMENT:	Tom Ingram Endowed Presidential Scholarship in Law
Donor:	Mr. and Mrs. Thomas P. Ingram Midland, Texas
Gift Amount:	\$12,500
Law School Fdn.	
Matching:	\$12,500
Total Endowment:	\$25,000
ENDOWMENT:	Albert P. Jones Scholarship Fund
Source of Funds:	Established at U. T. Law School Foundation in 1977 (never previ- ously reported to the U. T. Board of Regents). Current bal- ance of \$83,704 with additional \$15,000 bequest from the Estate of Albert P. Jones, Houston, Texas, for a total endowment of \$98,704, from which \$45,000 of the endowment funds will be transferred to establish the Albert P. Jones Endowed Presi- dential Scholarship in Law (see below).
Total Endowment:	\$53,704
ENDOWMENT:	Albert P. Jones Endowed Presi- dential Scholarship in Law
Source of Funds:	Transfer of funds from the Albert P. Jones Scholarship Fund
Total Endowment:	\$45,000
ENDOWMENT:	Roslyn Wright Memorial Endowed Presidential Scholarship in Law
Donor:	Various donors
Gift Amount:	\$12,750
Law School Fdn.	
Matching:	\$12,500
Total Endowment:	\$25,250

Income earned from the endowments will be used to provide scholarship support to students in the School of Law.

BACKGROUND INFORMATION

Most of the donors and honorees of these endowments are graduates of the School of Law at U. T. Austin.

14. U. T. Austin: Recommendation to Accept Gifts and Bequest to Establish the William S. Livingston Graduate Fellowship Endowment.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that a \$10,000 gift from The University of Texas Parents' Association, \$1,800 in gifts from various donors, and a \$15,000 bequest from the Estate of Burt L. Risley, Austin, Texas, for a total of \$26,800 be accepted to establish the William S. Livingston Graduate Fellowship Endowment at U. T. Austin.

Income earned from the endowment will be used to provide fellowship support to outstanding students who have been enrolled in the Graduate School for at least one year and who have qualified on the basis of academic merit with preference given to students who have been admitted to candidacy and are engaged in writing a thesis or dissertation. Recipients will be known as "Livingston Fellows."

BACKGROUND INFORMATION

This endowment is being funded to honor Dr. William S. Livingston, Vice President and Dean of Graduate Studies at U. T. Austin, for his 44 years of service. Dr. Livingston joined the faculty in 1949 and quickly distinguished himself in leadership roles, which have included Chairman of the Department of Government, Vice Chancellor for Academic Programs of the U. T. System, Chairman of the Faculty Senate, his current post, and Acting President. He is a renowned scholar, teacher, and author and has held the Jo Anne Christian Chair for British Studies since 1982.

An unrestricted bequest from the Estate of Burt L. Risley, Austin, Texas, is providing a portion of the funding for this endowment. Mr. Risley received his B.B.A. in 1948 and his M.B.A. in 1949 from U. T. Austin.

Former Regent Wales Madden, Jr. has agreed to chair a committee to raise additional funds for this endowment.

15. U. T. Austin: Michener Fellowship Program Support Fund for the Texas Center for Writers - Recommendation to Allocate Matching Funds Under The Regents' Endowment Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that \$1,500,000 of previously approved matching funds be allocated under The Regents' Endowment Program and be used to increase the Michener Fellowship Program Support Fund for the Texas Center for Writers at U. T. Austin to a total of \$3,000,000.

BACKGROUND INFORMATION

At the June 1993 meeting, the U. T. Board of Regents approved the transfer of \$3,000,000 in previously approved matching funds for the Michener Fellowship Program for the Texas Center for Writers to establish the Michener Fellowship Program Support Fund for the Texas Center for Writers. At that time, only \$1,500,000 of the total \$3,000,000 in matching funds had been allocated to the Michener Fellowship Program and was available for transfer to the newly established endowment. This current request for matching funds under The Regents' Endowment Program will complete the total of matching funds approved for allocation and addition to the Michener Fellowship Program Support Fund.

16. U. T. Austin: Recommendation to Accept Grant and Transfer of Funds to Establish the Palisades Geophysical Institute Postdoctoral Fellowship for the Institute for Geophysics.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that a \$300,000 grant from Palisades Geophysical Institute Inc., West Nyack, New York, and a \$300,000 transfer of discretionary funds for a total of \$600,000 be accepted to establish the Palisades Geophysical Institute Postdoctoral Fellowship for the Institute for Geophysics at U. T. Austin.

Ninety percent of the income earned from the endowment will be used to provide support to postdoctoral fellows within the Institute for Geophysics. The remaining ten percent of income earned will be reinvested in the endowment corpus.

BACKGROUND INFORMATION

Palisades Geophysical Institute Inc., West Nyack, New York, is funding this endowment to fulfill one of its missions which is to conduct educational and research activities in the field of geophysics and to assist, promote, and advance higher education in the sciences.

17. U. T. Austin: Ransom Collection Development Endowment for Modern Literature for the Harry Ransom Humanities Research Center - Recommendation to Accept Additional Gifts and Eligibility for Matching Funds Under The Brackenridge Matching Program #2.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that \$10,000 in gifts from various members of the Harry Ransom Humanities Research Center Advisory Council be accepted for addition to the Ransom Collection Development Endowment for Modern Literature for the Harry Ransom Humanities Research Center at U. T. Austin for a total endowment of \$72,555.55.

It is further recommended that matching funds in the amount of \$5,000 be allocated under The Brackenridge Matching Program #2 and used to increase the endowment to a total of \$77,555.55.

BACKGROUND INFORMATION

The Ransom Collection Development Endowment for Modern Literature was established at the June 1992 meeting of the U. T. Board of Regents with \$25,000 in gifts from various donors. Matching funds of \$12,500 were allocated under The Regents' Endowment Program for a total endowment of \$37,500. At the December 1992 meeting, the U. T. Board of Regents accepted \$15,000 of additional gifts and allocated an additional \$7,500 in matching funds from The Regents' Endowment Program.

18. U. T. Austin: Recommendation to Accept Gift to Establish the William W. Sullivan, Jr. Endowed Scholarship for the Department of Intercollegiate Athletics for Men.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that a \$10,000 gift from Mr. William W. Sullivan, Jr., Austin, Texas, be accepted to establish the William W. Sullivan, Jr. Endowed Scholarship for the Department of Intercollegiate Athletics for Men at U. T. Austin.

Income earned from the endowment will be used to provide scholarship support to student athletes.

BACKGROUND INFORMATION

Mr. William W. Sullivan, Jr., Austin, Texas, received his B.B.A. in Accounting from U. T. Austin in 1974. A member of The President's Associates, Mr. Sullivan serves on the Longhorn Club Board of Directors and has been a valued supporter of the Men's Athletics Department at U. T. Austin for many years.

19. U. T. Austin: Texas Chair in Czech Studies in the College of Liberal Arts - Recommendation to Accept Additional Gift and Eligibility for Matching Funds Under The Brackenridge Matching Program #2.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that a \$167,000 gift from The Czech Educational Foundation of Texas, Austin, Texas, be accepted for addition to the Texas Chair in Czech Studies in the College of Liberal Arts at U. T. Austin.

It is further recommended that matching funds in the amount of \$83,000 be allocated under The Brackenridge Matching Program #2 to increase the endowment to a total of \$1,000,000.

BACKGROUND INFORMATION

The Texas Chair in Czech Studies was established at the June 1990 meeting of the U. T. Board of Regents with a \$500,000 gift from The Czech Educational Foundation of Texas, Austin, Texas. Matching funds of \$250,000 were approved under The Regents' Endowed Teachers and Scholars Program to increase the endowment to a total of \$750,000.

20. U. T. Austin: Recommendation to Accept Gift to Establish the Margaret Dunlap Thompson Endowed Presidential Scholarship in Human Ecology in the College of Natural Sciences.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that a \$25,000 gift from Mr. Jere W. Thompson, Dallas, Texas, and family be accepted to establish the Margaret Dunlap Thompson Endowed Presidential Scholarship in Human Ecology in the Department of Human Ecology, College of Natural Sciences, at U. T. Austin.

Income earned from the endowment will be used to provide scholarship support to students in the Department of Human Ecology.

BACKGROUND INFORMATION

Mrs. Jere W. (Margaret Dunlap) Thompson's family is funding this endowment in honor of her birthday. It is an appropriate recognition for her service to the College of Natural Sciences Foundation Advisory Council and the Department of Human Ecology Visiting Committee. Mr. and Mrs. Thompson have been dedicated to U. T. Austin since their student years in the 1950s and have supported it handsomely with their talents and gifts. Mr. Thompson received his B.B.A. from U. T. Austin in 1954. The Thompsons are life members of The President's Associates and members of The Chancellor's Council and the Littlefield Society.

21. U. T. Austin: Tracy-Locke/Morris Hite Endowed Presidential Scholarship Fund for Advertising Studies in the College of Communication - Recommendation to Accept Additional Gifts and Pledges and Eligibility for Matching Funds Under The Brackenridge Matching Program #2.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that \$9,050 in gifts and \$9,000 in pledges, payable by August 31, 1995, from various donors for a total of \$18,050 be accepted for addition to the Tracy-Locke/Morris Hite Endowed Presidential Scholarship Fund for Advertising Studies in the College of Communication at U. T. Austin.

It is further recommended that matching funds in the amount of \$9,025 be reserved under The Brackenridge Matching Program #2 to be allocated proportionately as gifts are received to increase the endowment to a total of \$241,387.50.

BACKGROUND INFORMATION

The Tracy-Locke/Morris Hite Endowed Presidential Scholarship Fund for Advertising Studies was established at the June 1993 meeting of the U. T. Board of Regents with gifts and pledges totaling \$35,000 from various donors. Matching funds of \$17,500 were approved from The Brackenridge Matching Program #2 for a total endowment of \$52,500. At the August 1993 meeting, the U. T. Board of Regents approved additional matching funds of \$59,937.50 under The Brackenridge Matching Program #2, against newly reported gifts of \$101,875 to increase the endowment to a total of \$214,312.50.

22. U. T. Austin: Recommendation to Accept Gift to Establish the Tom W. White Endowed Scholarship in the College of Business Administration.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that a \$10,000 gift from Mr. Tom W. White, Dallas, Texas, be accepted to establish the Tom W. White Endowed Scholarship in the College of Business Administration at U. T. Austin.

Income earned from the endowment will be used to fund an annual scholarship for a junior or senior student pursuing a bachelor's degree in business administration.

BACKGROUND INFORMATION

Mr. Tom W. White, Dallas, Texas, owner and President of Miller of Dallas, funded the Tom W. White Centennial Endowed Scholarship, which is held by The Business School Foundation (an external foundation), in 1982. Mr. White received his B.B.A. from U. T. Austin in 1965 and is a member of The Chancellor's Council.

23. U. T. Austin: Recommendation to Extend Pledge Due Dates and Reservation of Matching Funds Under The Regents' Endowment Program for Four Endowments.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Berdahl that the pledge due dates and the reservation of matching funds under The Regents' Endowment Program be extended to August 31, 1995, for four endowments at U. T. Austin as set out on Page AMC - 22.

<u>Endowment and Date Established</u>	<u>Outstanding Pledge Amount</u>	<u>Reserved Matching</u>
<u>College of Engineering</u>		
Dow Chemical Company Faculty Fellowship in Technical Communication established 8/13/92	\$50,000	\$25,000
<u>College of Business Administration and the Graduate School of Business</u>		
KPMG Peat Marwick Faculty Fellowship in Accounting Education established 8/9/84	\$15,000	\$7,500
<u>College of Natural Sciences</u>		
Terrell H. Hamilton Endowed Graduate Fellowship established 2/14/91	\$20,330	\$10,165
Motorola Endowed Scholarship established 4/6/89	\$10,000	\$5,000

BACKGROUND INFORMATION

These pledges remain outstanding past their original due dates and, although each endowment is at a level of minimum funding without the outstanding pledge amounts, the donors of each are anticipated to fulfill their gifts by August 31, 1995. It would be in the best interest of the programs being supported to extend the reservation of the matching funds and apply them to gift payments received through August 31, 1995.

24. U. T. El Paso: Recommendation to Accept Gifts to Establish The Jimmie Vokes Bernard Endowed Scholarship Fund.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Natalicio that \$11,227.44 in gifts from various donors be accepted to establish The Jimmie Vokes Bernard Endowed Scholarship Fund at U. T. El Paso.

Income earned from the endowment will be used to provide a scholarship to a full-time graduate student majoring in speech language pathology.

BACKGROUND INFORMATION

In April 1993, The El Paso Speech Language and Hearing Association (EPSHA), El Paso, Texas, pledged \$10,000 to fund an endowment in memory of Mrs. Jimmie Vokes Bernard for her outstanding dedication and contribution to speech and hearing impaired school children in the greater El Paso area. Through donations made by family, friends, and colleagues of Mrs. Bernard, this goal has been surpassed. Mrs. Bernard received her B.S. in Speech, Hearing and Language Disorders in 1975 and her M.S. in Speech/Language Pathology and Audiology in 1986 from U. T. El Paso.

25. U. T. El Paso: Recommendation to Accept Trust Distribution to Establish the Ruby V. Burns Endowed Fund for Music.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Natalicio that a \$50,000 distribution from the Revocable Living Trust of Ruby V. Burns, El Paso, Texas, be accepted to establish a quasi-endowment at U. T. El Paso to be named the Ruby V. Burns Endowed Fund for Music.

Income earned from the endowment will be used to support the music department.

BACKGROUND INFORMATION

Mrs. Ruby V. Burns, El Paso, Texas, a longtime resident of El Paso, was well known as Society Editor for the El Paso Times. She was also a member of the El Paso Historical Society, the El Paso Women's Club, and the Saint Francis on the Hill Episcopal Church Choir. The Revocable Living Trust of Ruby V. Burns, El Paso, Texas, provided that at her death, which occurred on April 15, 1993, this distribution was to be made to U. T. El Paso "for its music department."

26. U. T. El Paso: Recommendation to Accept Gift to Establish the John Dittmer Endowment Fund for Religious Studies.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Natalicio that a \$100,000 gift from Mrs. Bernice Dittmer, El Paso, Texas, be accepted to establish the John Dittmer Endowment Fund for Religious Studies at U. T. El Paso.

Income earned from the endowment will be used to support the Religious Studies program at U. T. El Paso.

BACKGROUND INFORMATION

Mrs. Bernice Dittmer, El Paso, Texas, is funding this endowment in honor of her son, John. Mrs. Dittmer and her late husband, Emil Jay Dittmer, have been generous contributors to U. T. El Paso for more than 20 years. Their many gifts include the Mr. and Mrs. Henry Wooldridge Library Fund, the Emil Jay Dittmer Memorial Scholarship Fund, the Bernice Dittmer Endowed Presidential Scholarship Fund, and the Bernice Dittmer Library Endowment Fund. Most recently, Mrs. Dittmer, author of several inspirational books, donated the proceeds from the sales of her latest book, Angels, to the U. T. El Paso Library. Mrs. Dittmer is a member of The President's Associates and The Chancellor's Council.

27. U. T. El Paso: Recommendation to Accept Gift to Establish the Esther W. Washington Scholarship in Nursing.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Natalicio that a \$10,000 gift from Mr. Robert L. Washington, San Antonio, Texas, be accepted to establish the Esther W. Washington Scholarship in Nursing at U. T. El Paso.

Income earned from the endowment will be used to support a student in the field of nursing.

BACKGROUND INFORMATION

Mr. Robert L. Washington, San Antonio, Texas, is funding this endowment in memory of his mother, Esther W. Washington. Mr. Washington, a native El Pasoan, received his B.A. in 1963 from U. T. El Paso and has supported his alma mater with numerous contributions.

28. U. T. Permian Basin: Mr. and Mrs. Louis Rochester Professorship in Music - Recommendation to Amend the Purpose and Redesignate as the Mr. and Mrs. Louis Rochester Professorship in Fine Arts.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Sorber that the purpose of the Mr. and Mrs. Louis Rochester Professorship in Music at U. T. Permian Basin be amended to include payment of salaries and other expenses in support of fine arts other than music, including art and drama.

It is further recommended that the Professorship be redesignated as the Mr. and Mrs. Louis Rochester Professorship in Fine Arts.

Due to the termination of the music program at U. T. Permian Basin, the U. T. System Office of General Counsel has rendered an opinion that these modifications are permissible under Section 65.36(f) of the Texas Education Code. The donors concur with this request.

BACKGROUND INFORMATION

The Mr. and Mrs. Louis Rochester Professorship in Music was established at the December 1981 meeting of the U. T. Board of Regents with gifts totalling \$100,000 from anonymous donors. The income from the endowment was to be used for the payment of salaries and for other expenses in support of the Music Department at U. T. Permian Basin. Because the music program at U. T. Permian Basin has been terminated, this request is being made to allow income from the endowment to be used to support other areas of the fine arts.

29. U. T. San Antonio: Recommendation to Accept Gift to Establish the Bill and Loyce Collenback Endowed Scholarship Endowment.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Kirkpatrick that a \$10,000 gift from Mr. and Mrs. William G. "Bill" (Loyce) Collenback, San Antonio, Texas, be accepted to establish the Bill and Loyce Collenback Endowed Scholarship Endowment in the Intercollegiate Athletic Department at U. T. San Antonio.

Income earned from the endowment will be used to provide scholarship support to student athletes.

BACKGROUND INFORMATION

Mr. William G. "Bill" Coltenback, an insurance agent in San Antonio, Texas, received his B.A. from U. T. Austin in 1954. His wife, Dr. Loyce Coltenback, received her B.A. in 1955, her M.Ed. in 1956, and her Ph.D. in 1982 from U. T. Austin and is Chairman of the Mathematics Department at Robert E. Lee High School, San Antonio, Texas.

30. U. T. San Antonio: Recommendation to Accept Bequest from the Estate of Eloise Crawford, Bexar County, Texas, to Establish the Eloise Crawford Academic Scholarship Fund and for Current Purpose Interest Free Loans.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Kirkpatrick that a bequest, comprised of cash and real estate, totaling \$133,467.87 from the Estate of Eloise Crawford, Bexar County, Texas, be accepted pursuant to a settlement agreement dated April 2, 1993, for the benefit of U. T. San Antonio.

It is further recommended that a portion of the bequest, consisting of cash in the amount of \$62,467.87 and real estate valued at \$46,000, for a total of \$108,467.87 be used to establish a quasi-endowment at U. T. San Antonio to be named the Eloise Crawford Academic Scholarship Fund. Principal and/or income earned from the endowment will be used to award academic scholarships to students at U. T. San Antonio.

Additionally, it is recommended that the remainder of the bequest, consisting of cash in the amount of \$25,000, be used for current purpose interest free loans to needy students in the name of Eloise Crawford.

BACKGROUND INFORMATION

Although Mrs. Eloise Crawford had no known affiliation with U. T. San Antonio, her interest in the institution is evidenced by her generous bequest.

31. U. T. San Antonio - U. T. Institute of Texan Cultures - San Antonio: Recommendation to Accept Gifts to Establish The Bob Brinkerhoff Book Endowment.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Kirkpatrick that gifts in excess of \$10,000 from various donors be accepted to establish a quasi-endowment at the U. T. Institute of Texan Cultures - San Antonio at U. T. San Antonio to be named The Bob Brinkerhoff Book Endowment.

Ninety percent of the income earned from the endowment will be used to purchase publications for the U. T. Institute of Texan Cultures - San Antonio. The remaining ten percent of income earned will be reinvested in the endowment corpus.

BACKGROUND INFORMATION

Mr. Bob Brinkerhoff, Houston, Texas, President and owner of Brinkerhoff Oil, Inc., Houston, Texas, was a founding member of the U. T. Institute of Texan Cultures - San Antonio Development Board and its Chairman at the time of his death. Mr. Brinkerhoff, who received his B.S. in Petroleum Engineering and Geology from U. T. Austin in 1950, was also a member of the Executive Committee of The Chancellor's Council.

32. U. T. Tyler: Recommendation to Accept Gift to Establish the William A. and Evelyn J. Krueger Endowed Scholarship Fund.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Academic Affairs and President Hamm that a \$10,000 gift from Mr. and Mrs. William A. Krueger, Tyler, Texas, be accepted to establish a quasi-endowment at U. T. Tyler to be named the William A. and Evelyn J. Krueger Endowed Scholarship Fund.

Income earned from the endowment will be used to award scholarships to deserving students at U. T. Tyler.

BACKGROUND INFORMATION

The donors did not make any specific requests regarding expenditure of the gift. However, U. T. Tyler desires that the funds be held in perpetuity.

33. U. T. Southwestern Medical Center - Dallas: Recommendation to Accept Gifts and Allocate Funds from the Private Fund Development Campaign to Establish the American Airlines Professorship in Cancer Research and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Wildenthal that \$50,000 in gifts from various donors be accepted to establish the American Airlines Professorship in Cancer Research at the U. T. Southwestern Medical Center - Dallas.

It is further recommended that \$50,000 be allocated from the \$25,000,000 challenge fund established by an anonymous donor as part of the Private Fund Development Campaign and be used to increase the endowment to a total of \$100,000.

Income earned from the endowment will be used to support the Professorship.

It is further recommended that the actual income that will be earned on the \$50,000 in gifts and the \$50,000 allocation of challenge funds be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

This endowment is being funded with contributions from various donors in support of the American Airlines Community Concert to be held on October 6, 1993, in Dallas, Texas, for the benefit of the U. T. Southwestern Medical Center - Dallas. Each year, American Airlines, Fort Worth, Texas, underwrites the costs of a benefit concert of the Dallas Symphony Orchestra in support of a Dallas nonprofit organization.

In 1993, the U. T. Southwestern Medical Center - Dallas was selected as the beneficiary, in recognition of the institution's contributions and in celebration of the 50th anniversary of its founding. American Airlines indicated its desire that the proceeds go toward endowing cancer research and public contributions were sought for that purpose.

34. U. T. Southwestern Medical Center - Dallas: Recommendation to Accept Gift and Pledge and Allocate Funds from the Private Fund Development Campaign to Establish the Cain Foundation Distinguished Chair in Biomedical Research and the Cain Foundation Center for Biomedical Research and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Wildenthal that a \$300,000 gift and a \$1,200,000 pledge, payable by January 31, 1997, from The Cain Foundation, Austin, Texas, for a total of \$1,500,000 be accepted to establish two endowments at the U. T. Southwestern Medical Center - Dallas, with \$500,000 being used to establish the Cain Foundation Distinguished Chair in Biomedical Research and \$1,000,000 being used to establish an endowment to be named the Cain Foundation Center for Biomedical Research.

It is further recommended that \$1,500,000 be allocated from the \$25,000,000 challenge fund established by an anonymous donor as part of the Private Fund Development Campaign, with \$500,000 of the challenge funds being used to increase the Cain Foundation Distinguished Chair in Biomedical Research to a total endowment of \$1,000,000 and \$1,000,000 of the challenge funds being used to increase the Cain Foundation Center for Biomedical Research to a total endowment of \$2,000,000.

Income earned from the two endowments will be used to support disease research in accordance with the donor's wishes.

Additionally, it is recommended that the actual income that will be earned on the \$1,500,000 in gifts and pledges, as received, and the \$1,500,000 in challenge funds for these two endowments be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

The Cain Foundation, Austin, Texas, was established in 1952 by Mr. Wofford Cain and Mrs. Effie Cain, both of Dallas, Texas. The Cain Foundation has been a major supporter of higher education in Texas, providing support to the U. T. Southwestern Medical Center - Dallas and U. T. Austin as well as other institutions.

35. U. T. Southwestern Medical Center - Dallas: Recommendation to Accept Pledge and Allocate Funds from the Private Fund Development Campaign to Establish the Center for Basic Research in Molecular Immunology and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Wildenthal that a \$1,000,000 pledge, payable by December 31, 1996, from Mr. and Mrs. Louis A. Beecherl, Jr., Dallas, Texas, be accepted to establish an endowment at the U. T. Southwestern Medical Center - Dallas to be named the Center for Basic Research in Molecular Immunology.

It is further recommended that \$1,000,000 be allocated from the \$25,000,000 challenge fund established by an anonymous donor as part of the Private Fund Development Campaign and be used to increase the endowment to a total of \$2,000,000.

Income earned from the endowment will be used to support faculty research in the field of immunology as it relates to organ transplantation.

Additionally, it is recommended that the actual income that will be earned on the \$1,000,000 pledge, as received, and the \$1,000,000 in challenge funds be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

Mr. and Mrs. Louis A. Beecherl, Jr., Dallas, Texas, are funding this endowment to support the Center for Basic Research in Molecular Immunology at the U. T. Southwestern Medical Center - Dallas which is to work in a comprehensive joint effort with Baylor Medical Center at Dallas in both clinical and laboratory research in transplantation immunology. Mr. and Mrs. Beecherl are community leaders and longtime supporters of the U. T. System. Recipient of its Distinguished Alumnus Award, Mr. Beecherl, who received his B.S. in 1948 from U. T. Austin, was a member of the U. T. Board of Regents from 1987 to 1993, serving as Chairman from 1989 to 1993.

36. U. T. Southwestern Medical Center - Dallas: Recommendation to Establish the James M. Collins Center for Biomedical Research.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Wildenthal that an endowment be established at the U. T. Southwestern Medical Center - Dallas to be named the James M. Collins Center for Biomedical Research. Funds for the endowment will be held and administered by the Southwestern Medical Foundation (an external foundation).

Income earned from the endowment will be used to support the James M. Collins Center for Biomedical Research, which will focus on the area of pulmonary disease.

BACKGROUND INFORMATION

This endowment is being funded in memory of Mr. James M. Collins, Dallas, Texas, with gifts and pledges totaling \$1,500,000 from the James M. Collins Foundation, and the Carr P. Collins Foundation, Inc., both of Dallas, Texas, and with \$500,000 in matching funds from the Southwestern Medical Foundation, Dallas, Texas, for a total endowment of \$2,000,000. In addition to these endowment funds, the James M. Collins Foundation has committed \$500,000 through the year 2002 for operational expenses.

Mr. Collins served for many years as the U. S. Representative from north Dallas County, Texas. A leading businessman and civic volunteer, he made major contributions to education and research during his lifetime.

37. U. T. Southwestern Medical Center - Dallas: Margaret Milam McDermott Chair of Anesthesiology - Recommendation to Redesignate as the Margaret Milam McDermott Distinguished Chair in Anesthesiology and Recommendation to Accept Gift and Allocate Funds from the Private Fund Development Campaign to Establish the Margaret Milam McDermott Distinguished Chair in Anesthesiology and Pain Management and Eligibility for Matching Funds Under the Texas Eminent Scholars Program (NO PUBLICITY).--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Wildenthal that the Margaret Milam McDermott Chair of Anesthesiology at the U. T. Southwestern Medical Center - Dallas be redesignated as the Margaret Milam McDermott Distinguished Chair in Anesthesiology. Funds for the endowment are held and administered by the Southwestern Medical Foundation, Dallas, Texas (an external foundation).

It is further recommended that a \$500,000 gift from The Eugene McDermott Foundation, Dallas, Texas, be accepted to establish the Margaret Milam McDermott Distinguished Chair in Anesthesiology and Pain Management at the U. T. Southwestern Medical Center - Dallas.

Additionally, it is recommended that \$500,000 be allocated from the Private Fund Development Campaign received from an anonymous donor and used to increase the Margaret Milam McDermott Distinguished Chair in Anesthesiology and Pain Management to a total of \$1,000,000.

It is also recommended that the actual income that will be earned on all qualifying gifts be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

At the May 1966 meeting of the U. T. Board of Regents, the Margaret Milam McDermott Chair of Anesthesiology was established with a \$500,000 gift from The Eugene McDermott Foundation, Dallas, Texas. The Eugene McDermott Foundation has now contributed an additional \$250,000, which is being matched with \$250,000 from the Southwestern Medical Foundation for addition to the Margaret Milam McDermott Chair in Anesthesiology to permit the redesignation to a distinguished chair.

NO PUBLICITY

38. U. T. Southwestern Medical Center - Dallas: Recommendation to Accept Gifts and Allocate Funds from the Private Fund Development Campaign to Establish the Senator John T. Montford Fund for Alzheimer's Disease Research.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Wildenthal that a \$7,660 gift from the John T. Montford Governor for a Day Committee, Austin, Texas, and \$2,340 in gifts from various donors for a total of \$10,000 be accepted to establish an endowment at the U. T. Southwestern Medical Center - Dallas to be named the Senator John T. Montford Fund for Alzheimer's Disease Research.

It is further recommended that \$10,000 be allocated from the \$25,000,000 challenge fund established by an anonymous donor as part of the Private Fund Development Campaign and be used to increase the endowment to a total of \$20,000.

Income earned from the endowment will be used to support the work of faculty researchers involved in Alzheimer's disease research.

BACKGROUND INFORMATION

State Senator John T. Montford, Lubbock, Texas, is one of the most loyal and effective supporters in Texas government of higher education and research. On the occasion of his serving as Governor for a Day on April 24, 1993, he designated the U. T. Southwestern Medical Center - Dallas as the beneficiary of charitable contributions received in his honor for the purpose of furthering research in Alzheimer's disease.

39. U. T. Southwestern Medical Center - Dallas: Recommendation to Accept Gift and Pledge to Establish the Seay Biomedical Research Building Fund.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Wildenthal that a \$1,000,000 gift and a \$9,000,000 pledge, payable by January 31, 1998, from the Sarah M. and Charles E. Seay Charitable Trust and from Mr. and Mrs. Charles E. (Sarah M.) Seay, individually, both of Dallas, Texas, for a total of \$10,000,000 be accepted to establish a quasi-endowment at the U. T. Southwestern Medical Center - Dallas to be named the Seay Biomedical Research Building Fund.

Income earned from the endowment will be reinvested in the endowment corpus until termination of the endowment in accordance with the terms of the donative instrument. Upon termination, the total funds in this endowment will be used to fund the construction of a new biomedical research building.

BACKGROUND INFORMATION

Mr. Charles E. Seay, Dallas, Texas, is one of the country's leading insurance investors. He and Mrs. Seay are active civic leaders in the Dallas community. They have previously made several large donations to U. T. System component institutions and have established several endowments at the U. T. Southwestern Medical Center - Dallas.

40. U. T. Southwestern Medical Center - Dallas: Recommendation to Accept Gifts to Establish the Dr. Bryan Williams Medical Student Scholarship Fund.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Wildenthal that \$300,000 in gifts from various donors be accepted to establish the Dr. Bryan Williams Medical Student Scholarship Fund at the U. T. Southwestern Medical Center - Dallas.

Income earned from the endowment will be used to award scholarships based on financial need and/or merit.

BACKGROUND INFORMATION

This endowment is being funded by friends and alumni of U. T. Southwestern Medical Center - Dallas in honor of Bryan Williams, M.D., in appreciation of his immeasurable contributions to the U. T. Southwestern Medical Center - Dallas. After twenty years of dedicated service to U. T. Southwestern Medical Center - Dallas, Dr. Williams is retiring as Associate Dean of Student Affairs.

41. U. T. Southwestern Medical Center - Dallas: Recommendation to Accept Gift and Allocate Funds from the Private Fund Development Campaign to Establish the James M. Wooten Chair in Cardiology and Eligibility for Matching Funds Under the Texas Eminent Scholars Program.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Wildenthal that a \$250,000 gift from Lomas Mortgage USA, Dallas, Texas, be accepted to establish the James M. Wooten Chair in Cardiology at the U. T. Southwestern Medical Center - Dallas.

It is further recommended that \$250,000 be allocated from the \$12,500,000 challenge fund established with MSRDP funds at the U. T. Southwestern Medical Center - Dallas as part of the Private Fund Development Campaign and be used to increase the endowment to a total of \$500,000.

Income earned from the endowment will be used to support the Chair.

Additionally, it is recommended that the actual income that will be earned on the \$250,000 gift be certified to the appropriate State authorities for matching under the Texas Eminent Scholars Program as set out in Chapter 51, Subchapter I of the Texas Education Code, when matching funds are made available under that act.

BACKGROUND INFORMATION

This endowment is being funded in honor of Mr. James M. Wooten, Dallas, Texas, for his years of service to Lomas Mortgage USA, Dallas, Texas. During his 45 year career, Mr. Wooten participated in all phases of mortgage banking, serving as President of Lomas & Nettleton Company, Dallas, Texas, and later as chairman of the mortgage division.

42. U. T. Medical Branch - Galveston: Recommendation to Accept Gift to Establish The Chloe Floyd Lecture Series.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President James that a \$10,000 gift from Miss Chloe S. Floyd, Galveston, Texas, be accepted to establish an endowment at the U. T. Medical Branch - Galveston to be named The Chloe Floyd Lecture Series.

Income earned from the endowment will be used to fund the selection of a speaker or program for the lecture series and the printed brochure describing the program.

BACKGROUND INFORMATION

Miss Chloe S. Floyd, Galveston, Texas, a distinguished educator and Associate Professor Emeritus at the U. T. Medical Branch - Galveston, served as a practitioner, educator, and administrator with the U. T. Nursing School - Galveston for more than thirty years. The U. T. Nursing School - Galveston has been funding an annual lecture in Miss Floyd's honor for several years. Miss Floyd's gift will enable the U. T. Nursing School - Galveston to endow the series.

43. U. T. Medical Branch - Galveston: John Sealy Chair in Pediatrics and Rebecca Terry White Chair in Anesthesiology Recommendation to Accept Additional Grant and Redesignate, Respectively, as the John Sealy Distinguished Chair in Pediatrics and the Rebecca Terry White Distinguished Chair in Anesthesiology.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President James that a \$5,000,000 grant, payable by December 31, 1998, from The Sealy & Smith Foundation for the John Sealy Hospital, Galveston, Texas, be accepted for the benefit of the U. T. Medical Branch - Galveston.

It is further recommended that \$1,000,000 of the grant be added to two endowments at the U. T. Medical Branch - Galveston and that the endowments be redesignated as follows:

- a. Of the total grant, \$500,000 will be added to the John Sealy Chair in Pediatrics for a total endowment of \$1,000,000 and the Chair will be redesignated as the John Sealy Distinguished Chair in Pediatrics.

- b. The remaining \$500,000 will be added to the Rebecca Terry White Chair in Anesthesiology in the U. T. Medical School - Galveston for a total endowment of \$1,000,000 and the Chair will be redesignated as the Rebecca Terry White Distinguished Chair in Anesthesiology.

BACKGROUND INFORMATION

The John Sealy Chair in Pediatrics was established at the June 1978 meeting of the U. T. Board of Regents and the Rebecca Terry White Chair in Anesthesiology was established at the June 1984 meeting of the U. T. Board of Regents, both with \$500,000 each from The Sealy & Smith Foundation for the John Sealy Hospital, Galveston, Texas. The remaining \$4,000,000 from The Sealy & Smith Foundation for the John Sealy Hospital will be added to a total of eight chairs previously funded by the Foundation and redesignated as Distinguished Chairs.

44. U. T. Health Science Center - Houston: Recommendation to Accept Transfer of Funds to Establish the Distinguished Chair in Cellular Pathology and the Distinguished Chair in Molecular Pathology.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Low that a \$2,000,000 transfer of MSRDP funds be accepted to establish two Distinguished Chairs at the U. T. Health Science Center - Houston.

It is further recommended that \$1,000,000 of the MSRDP funds be used to fund the Distinguished Chair in Cellular Pathology and \$1,000,000 of the MSRDP funds be used to fund the Distinguished Chair in Molecular Pathology.

Income earned from the endowments will be used to support the Chairs.

BACKGROUND INFORMATION

The Chairs being funded by the Department of Pathology and Laboratory Medicine will represent an important mechanism for the Department to capitalize on its current clinical productivity and success to promote and enhance the academic excellence of the Department, the U. T. Medical School - Houston, and the U. T. Health Science Center - Houston in a permanent way.

45. U. T. Health Science Center - Houston: Recommendation to Accept Gifts and Accumulated Earnings to Establish the Dr. Edward Randall, Jr. Memorial Fund.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Low that gifts from the family of Dr. Edward Randall, Jr., and accumulated earnings totalling \$13,114.94 be accepted to establish the Dr. Edward Randall, Jr. Memorial Fund in the U. T. Medical School - Houston at the U. T. Health Science Center - Houston.

Ninety percent of the income earned from the endowment will be for the unrestricted use of the Scientific Director of the Institute of Molecular Medicine for the Prevention of Human Diseases in the U. T. Medical School - Houston. The remaining ten percent of income earned will be reinvested in the endowment corpus.

BACKGROUND INFORMATION

Prior to his death in 1971, Dr. Edward Randall, Jr., Galveston, Texas, taught for many years at the U. T. Medical Branch - Galveston and was named Professor Emeritus of Medicine in 1967.

46. U. T. Health Science Center - Houston: Recommendation to Accept Gifts to Establish the Reuel A. Stallones Memorial Scholarship Fund.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Low that \$10,000 in gifts from various donors be accepted to establish the Reuel A. Stallones Memorial Scholarship Fund at the U. T. Health Science Center - Houston.

Income earned from the endowment will be used to support a continuing student in the U. T. Public Health School - Houston and will be based on merit.

BACKGROUND INFORMATION

This endowment is being funded in memory of Reuel A. Stallones, M.D., by faculty, friends, associates, and Dr. Stallones' daughter to honor his accomplishments and dedication to education. Dr. Stallones was considered one of the world's foremost epidemiologists. He served as the first Dean of the U. T. Public Health School - Houston, serving in that capacity until his death in 1986.

47. U. T. Health Science Center - San Antonio: Recommendation to Accept Gifts to Establish the Philip A. Deffer, M.D. Lecture Series.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President Howe that \$14,538 in gifts from various donors be accepted to establish an endowment at the U. T. Health Science Center - San Antonio to be named the Philip A. Deffer, M.D. Lecture Series.

Income earned from the endowment will be used to support lectures by outstanding orthopaedic surgeons and other distinguished scientists.

BACKGROUND INFORMATION

This endowment is being funded in honor of Philip A. Deffer, M.D. to recognize his contributions to academic orthopaedics and to the residency program at the U. T. Health Science Center - San Antonio.

48. U. T. M.D. Anderson Cancer Center: Endowment Fund for the People's Republic of China Radiology Fellowships - Recommendation to Accept Gifts and Accumulated Earnings and to Redesignate as the Bao-Shan Jing Endowment Fund.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President LeMaistre that \$39,678.54 in gifts from Bao-Shan Jing, M.D., Houston, Texas, \$6,700 in gifts from various donors, and \$58,086.80 in accumulated earnings for a total of \$104,465.34 be accepted for addition to the Endowment Fund for the People's Republic of China Radiology Fellowships at the U. T. M.D. Anderson Cancer Center and that the endowment be redesignated as the Bao-Shan Jing Endowment Fund.

This recommendation is being made in accordance with a request from the donor and has been reviewed and approved by the U. T. System Office of General Counsel.

BACKGROUND INFORMATION

At the February 1982 meeting of the U. T. Board of Regents, the Endowment Fund for the People's Republic of China Radiology Fellowships was established with a \$10,000 gift from Bao-Shan Jing, M.D., Houston, Texas.

Dr. Jing, formerly of China, has been a staff member of the U. T. M.D. Anderson Cancer Center for over twenty years. He wishes to further medical knowledge in China, particularly in the field of radiology, by providing financial assistance to graduate students who are trained radiologists from the People's Republic of China.

49. U. T. M.D. Anderson Cancer Center: Recommendation to Accept Remainder Interests in Two Charitable Remainder Unitrusts.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President LeMaistre that fifty percent remainder interests in two charitable remainder unitrusts, initially valued at \$500,000 each, funded by Mr. Gene F. Presley, Atlanta, Georgia (to be held in trust by Trust Company Bank, Atlanta, Georgia), be accepted for the benefit of the U. T. M.D. Anderson Cancer Center.

Each of the two trust agreements provides for the annual distribution of six percent of the net fair market value of the trust's assets, valued as of the first day of each taxable year of the trusts, to be paid quarterly to David S. Presley and Robert D. Presley, respectively, during their lifetimes. Distributions shall be paid from income and, to the extent that income is not sufficient, from principal.

Upon termination, fifty percent of the corpus of each Trust shall be distributed to the U. T. Board of Regents for the benefit of the U. T. M.D. Anderson Cancer Center.

BACKGROUND INFORMATION

Mr. Gene F. Presley, Atlanta, Georgia, a former resident of Houston, Texas, whose wife died of lung cancer, has funded these two trusts for the benefit of his sons, Mr. David S. Presley and Mr. Robert D. Presley, during their lifetimes. Upon termination of the Trusts, fifty percent of the balance of each of the trusts will be used by the U. T. M.D. Anderson Cancer Center to support lung cancer research.

50. U. T. M.D. Anderson Cancer Center: W. W. Sutow Visiting Professorship in Pediatrics - Recommendation to Redesignate as the W. W. Sutow Professorship in Pediatrics and to Accept Transfer of Accumulated Earnings to Establish the W. W. Sutow Lecture Series in Pediatrics.--

RECOMMENDATION

The Chancellor concurs in the recommendation of the Executive Vice Chancellor for Health Affairs and President LeMaistre that the W. W. Sutow Visiting Professorship in Pediatrics at the U. T. M.D. Anderson Cancer Center be redesignated as the W. W. Sutow Professorship in Pediatrics.

It is further recommended that a \$100,000 transfer of accumulated earnings from the W. W. Sutow Professorship in Pediatrics be accepted to establish a quasi-endowment at the U. T. M.D. Anderson Cancer Center to be named the W. W. Sutow Lecture Series in Pediatrics.

Income earned from the endowment will be used to support an annual award to a distinguished scientist, academician, and/or clinician.

This recommendation has been reviewed and approved by the U. T. System Office of General Counsel and is being made in accordance with a request from the donor.

BACKGROUND INFORMATION

The W. W. Sutow Visiting Professorship in Pediatrics was established at the December 1987 meeting of the U. T. Board of Regents with a \$175,000 transfer of previously reported gifts from current restricted funds.

Prior to his death, W. W. Sutow, M.D., was Pediatrician and Professor of Pediatrics at the U. T. M.D. Anderson Cancer Center.

See Item 5 on Page HAC - 11 related to a proposed appointment to this Professorship.

Executive Session of the Board

BOARD OF REGENTS
EXECUTIVE SESSION
Pursuant to Vernon's Texas Civil Statutes
Article 6252-17, Sections 2(e), (f) and (g)

Date: October 8, 1993

Time: Following the meeting of the Asset Management Committee

Place: Room NB2.402 (Open Session) and Room NB5.124 (Executive Session), Simmons Biomedical Research Building, U. T. Southwestern Medical Center - Dallas

1. Pending and/or Contemplated Litigation - Section 2(e)
 - a. U. T. Medical Branch - Galveston: Proposed Settlement of Medical Liability Litigation
 - b. U. T. Medical Branch - Galveston: Proposed Settlement of Medical Liability Litigation
 - c. U. T. M.D. Anderson Cancer Center: Proposed Settlement of Medical Liability Litigation

2. Land Acquisition, Purchase, Exchange, Lease or Value of Real Property and Negotiated Contracts for Prospective Gifts or Donations - Section 2(f)
 - a. U. T. Austin - Lundell Endowment: Request for Authorization to Sell a 4.3405 Acre Tract of Land in Plano, Collin County, Texas
 - b. U. T. Austin - Ralph R. Nelson Scholarship Fund: Request for Authorization to Sell an Undivided One-Half Interest in 164.5 Acres of Land in Wimberley, Hays County, Texas
 - c. U. T. Medical Branch - Galveston: Consideration of Acquisition or Purchase of a Parcel of Campus Land Located in Galveston, Galveston County, Texas

3. Personnel Matters [Section 2(g)] Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of Officers or Employees