

## MATERIAL SUPPORTING THE AGENDA

Volume XXIIIc

April 1976 - August 1976

This volume contains the Material Supporting the Agenda furnished to each member of the Board of Regents prior to the meetings held on May 14, 1976 and July 9, 1976.

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

- (1) white paper - for the documentation of all items that were presented before the deadline date
- (2) blue paper - all items submitted to the Executive Session of the Committee of the Whole and distributed only to the Regents, Chancellor, and Deputy Chancellor
- (3) 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 maybe some people get copies and some do not get copies. If the Secretary were furnished a copy, then that material goes in the appropriate subject folder.

5643  
 THE UNIVERSITY OF TEXAS AT AUSTIN  
**DEPARTMENTAL REQUISITION**  
 ORIGINAL—FOR PURCHASING OFFICE

DEPT. REQ. NO. 89  
 UNIV. ORDER NO. \_\_\_\_\_

DATE July 27, 1976

THIS FORM FOR THE FOLLOWING USES ONLY:

- NON-AUTOMATED CONTRACT
- OPEN MARKET—STATE FUNDS OVER \$200
- LIBRARY ORDERS

July 29, 1976  
~~July 29, 1976~~

**Printing Division**

VENDOR  
2201 Red River

ADDRESS  
Austin, Texas

CITY

---

DELIVER TO:  
Board of Regents

DEPARTMENT—DESTINATION  
MAI 212

BUILDING AND ROOM NO.

---

SEND INVOICE TO:  
Betty Anne Thedford

Board of Regents

Main Building 212

MATERIAL REQUIRED BY \_\_\_\_\_  
 (SHOW DEFINITE DATE)

SUGGESTED SOURCE(S) FOR OPEN MARKET PURCHASES:

---

DEPARTMENT Board of Regents

ACCT. NO. & TITLE 53-0205-0050  
Maintenance and Equipment Account

DELIVERY \_\_\_\_\_ F.O.B. \_\_\_\_\_

AS PER \_\_\_\_\_

ITEM NO.	ITEM AND DESCRIPTION	QUANTITY AND UNIT	UNIT PRICE	EXTENSION
	<p>Please bind the attached volume of the <u>Material Supporting the Agenda</u> for the Board of Regents of The University of Texas System as per the sample Volume XXIIIa, and print in gold on the spine the following:</p> <p style="text-align: center;"><b>MATERIAL SUPPORTING THE AGENDA</b></p> <p style="text-align: center;">Volume XXIIIc</p> <p style="text-align: center;">April 1976 - August 1976</p>	1		

CASH DISCOUNT \_\_\_\_\_ %  
 TOTAL

DEPARTMENT COPIES TO: NAME Betty Anne Thedford DEPT. Board of Regents PHONE 471-1265

REQUESTED BY Betty Anne Thedford FUNDS AVAILABLE \_\_\_\_\_ FOR DIRECTOR OF ACCOUNTING

APPROVED \_\_\_\_\_ APPROVED \_\_\_\_\_ FOR PURCHASING AGENT

CHAIRMAN OR DEAN



---

**BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM**

Material Supporting

**Agenda**

Meeting Date: May 14, 1976

Meeting No.: 740

Name: Official Copy

---

BOARD OF REGENTS  
of  
THE UNIVERSITY OF TEXAS SYSTEM

CALENDAR

May 14, 1976

Place: Main Building, Suite 212  
U. T. Austin  
Austin, Texas

Friday, May 14, 1976. --The order of the meeting is set out below:

9:00 a. m. Meeting of the Board  
To Consider Sale of Board of Regents  
of The University of Texas System:  
(1) The University of Texas of the  
Permian Basin Building and General Fee  
Revenue Bonds, Series 1976, \$600,000  
(2) The University of Texas M. D.  
Anderson Hospital and Tumor Institute  
at Houston, Endowment and Hospital  
Revenue Bonds, Series 1976, \$2,500,000  
(3) The University of Texas M. D.  
Anderson Hospital and Tumor Institute  
at Houston, Hospital Revenue Bonds,  
Subordinate Lien Series 1976, \$4,770,000

To Consider Issuance of PUF Bonds

9:20 a. m. Committee Meetings  
System Administration Committee  
Academic and Developmental Affairs  
Committee  
Buildings and Grounds Committee  
Medical Affairs Committee  
Land and Investment Committee  
Committee of the Whole  
Open Session  
Executive Session

Meeting of the Board

**Offices:**

Board of Regents	471-1377
Chancellor LeMaistre	471-1434
Deputy Chancellor Walker	471-1743

**Hotels:**

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

**Airlines:**

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



# Meeting of the Board

:

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

Chairman Shivers, Presiding

Date: May 14, 1976

Time: 9:00 a. m.

Place: Main Building, Suite 212  
U. T. Austin  
Austin, Texas

A. CALL TO ORDER

B. APPROVAL OF MINUTES OF REGENTS' MEETING HELD  
ON MARCH 26, 1976

C. SPECIAL ORDERS

1. BOARD OF REGENTS (U. T. PERMIAN BASIN): (a) RESOLUTION AUTHORIZING THE ISSUANCE OF BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN BUILDING AND GENERAL FEE REVENUE BONDS, SERIES 1976, \$600,000, AND PROPOSED SALE THEREOF TO THE FIRST NATIONAL BANK, NATIONAL BANK OF ODESSA, PERMIAN BANK AND TRUST, STATE NATIONAL BANK AND AMERICAN BANK (ALL OF ODESSA, TEXAS); (b) DESIGNATION OF PAYING AGENT AND (c) AWARD OF CONTRACT FOR PRINTING BONDS

Background Information

Pursuant to authorization by the Board of Regents at its meeting held on March 26, 1976, System Administration has negotiated the private placement of Board of Regents of The University of Texas System, The University of Texas of the Permian Basin Building and General Fee Revenue Bonds, Series 1976, in the amount of \$600,000 with the following five Odessa, Texas, banks at an interest rate of 5.25% per annum: The First National Bank, National Bank of Odessa, Permian Bank and Trust, State National Bank and American Bank.

On Thursday, May 13, 1976, at 10:00 a. m., C. D. T., bids for the printing contract and for the paying agent will be opened.

Action Required

- a. It is recommended that the Resolution on Pages B of R 2-13, prepared by the Bond Counsel, be adopted.
- b. Designation of Paying Agent. (The results of the bids and the Administration's recommendation will be distributed at the meeting.)
- c. Award of Contract for printing bonds. (The results of the bids and the Administration's recommendation will be distributed at the meeting.)

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM  
THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN  
BUILDING AND GENERAL FEE REVENUE BONDS, SERIES 1976  
\$600,000

DESIGNATION OF PAYING AGENCY.--Attached is a tabulation of the bids received and publicly opened and tabulated at 10:00 A.M., CDT, on May 13, 1976, in accordance with specifications previously furnished the qualified bidders (Texas banks with assets in excess of \$100,000,000).

It is recommended by the Associate Deputy Chancellor for Investments, Trusts and Lands, joined by the Deputy Chancellor, that the bid of National Bank of Commerce of Dallas, Dallas, Texas, to serve as Paying Agent for this issue be accepted. The bank will charge \$0.05 per coupon and \$0.50 per bond paid.

AWARD OF CONTRACT FOR PRINTING THE BONDS.--Attached is a tabulation of the bids received and publicly opened and tabulated at 10:00 A.M., CDT, on May 13, 1976, in accordance with specifications previously furnished companies bidding on University issues in recent years.

It is recommended by the Associate Deputy Chancellor for Investments, Trusts and Lands, joined by the Deputy Chancellor, that the bid of Helms Printing Company, Inc., Dallas, Texas, be accepted for printing the bonds with lithographed borders, as set out in the specifications, for the sum of \$298.50, there being one interest rate.

## BIDS FOR PAYING AGENCY

\$600,000

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM  
 THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN  
 BUILDING AND GENERAL FEE REVENUE BONDS, SERIES 1976

Tabulation of Bids Received  
 May 13, 1976 - 10:00 a.m., CDT

Bidder	Per Coupon Paid	Per Bond Paid
National Bank of Commerce of Dallas	\$ .05	\$ .50
The First National Bank of Fort Worth	.125	1.75
Corpus Christi National Bank	.15	5.00
The Citizens National Bank of Waco	.15	2.00
The Austin National Bank	.10	1.10
Bank of the Southwest, N.A.	.10	1.50
Mercantile National Bank at Dallas	.07	.74
Republic National Bank of Dallas	.175	1.55
The Capital National Bank in Austin	.09	.90
Texas Commerce Bank National Association	.175	2.00



BIDS FOR PRINTING BONDS

\$600,000

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM  
THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN  
BUILDING AND GENERAL FEE REVENUE BONDS, SERIES 1976

Tabulation of Bids Received  
May 13, 1976 - 10:00 a.m., CDT

Bidder	One-Coupon Rate	Number of Working Days
Helms Printing Company, Inc. 2710 Swiss Avenue Dallas, Texas 75204	\$298.50	12
Hart Graphics & Office Centers, Inc. 8000 Shoal Creek Blvd. Austin, Texas 78758	\$338.00	15

RESOLUTION AUTHORIZING THE ISSUANCE OF BOARD OF  
REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE  
UNIVERSITY OF TEXAS OF THE PERMIAN BASIN, BUILD-  
ING AND GENERAL FEE REVENUE BONDS, SERIES 1976,  
\$600,000

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

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

Section 1. That said Board's negotiable, serial, coupon bonds to be designated the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN, BUILDING AND GENERAL FEE REVENUE BONDS, SERIES 1976, are hereby authorized to be issued, sold, and delivered in the principal amount of \$600,000, for the purpose of providing part of the funds to acquire and equip housing facilities for approximately 200 students, for and on behalf of The University of Texas of the Permian Basin.

Section 2. That said bonds shall be dated MAY 1, 1976, shall be numbered consecutively from 1 THROUGH 120, shall be in the denomination of \$5,000 EACH, and shall mature and become due and payable serially on APRIL 1 in each of the years, and in the amounts, respectively, as set forth in the following schedule:

<u>YEARS</u>	<u>AMOUNTS</u>
1977	\$125,000
1978	125,000
1979	125,000
1980	125,000
1981	100,000

Section 3. That said bonds shall bear interest from their date to their respective maturities at the rate of 5.25% per annum, evidenced by interest coupons which shall appertain to said bonds, and which shall be payable on the dates stated in the FORM OF BOND set forth in this Resolution.

Section 4. That said bonds, and the interest coupons appertaining thereto, shall be payable, shall have the characteristics, and shall be signed and executed (and said bonds shall be sealed), all as provided, and in the manner indicated, in the FORM OF BOND set forth in this Resolution.

Section 5. That the form of said bonds, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and endorsed on each of said bonds, and the form of the aforesaid interest coupons which shall appertain and be attached initially to each of said bonds, shall be, respectively, substantially as follows:

FORM OF BOND

NO. \_\_\_\_\_

\$5,000

UNITED STATES OF AMERICA  
STATE OF TEXAS  
BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM,  
THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN,  
BUILDING AND GENERAL FEE REVENUE BOND,  
SERIES 1976

ON APRIL 1, 19  , the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM promises to pay to bearer the principal amount of

FIVE THOUSAND DOLLARS

and to pay interest thereon, from the date hereof, at the rate of 5.25% per annum, evidenced by interest coupons payable OCTOBER 1, 1976, and semiannually thereafter on each APRIL 1 and OCTOBER 1 while this bond is outstanding.

THE PRINCIPAL of this bond and the interest coupons appertaining hereto shall be payable to bearer, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this bond or proper interest coupon, at the following, which shall constitute and be defined as the "Paying Agent" for this Series of bonds:

---

THIS BOND is one of a Series of negotiable, serial, coupon bonds, dated MAY 1, 1976, issued in the principal amount of \$600,000, for the purpose of providing part of the funds to acquire and equip housing facilities for approximately 200 students, for and on behalf of The University of Texas of the Permian Basin.

IT IS HEREBY certified, recited, and covenanted that this bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this bond have been performed, existed, and been done in accordance with law; and that the interest on and principal of this bond and the Series of which it is a part are secured by and payable from an irrevocable first lien on and pledge of the "Pledged Revenues", as defined and described in the Resolution authorizing this Series of bonds, which include the "Net Revenues of the Housing System" and the student General Fee".

SAID BOARD has reserved the right, subject to the restrictions stated in the Resolution authorizing this Series of bonds, to issue additional parity revenue bonds which also may be secured by and made payable from an irrevocable first lien on and pledge of the aforesaid Pledged Revenues.

THE HOLDER HEREOF shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation, or from any source whatsoever other than the aforesaid "Pledged Revenues".

IN WITNESS WHEREOF, this bond and the interest coupons appertaining hereto have been signed with the facsimile signature of the Chairman of said Board, and countersigned with the facsimile signature of the Secretary of said Board, and the official seal of said Board has been duly impressed, or placed in facsimile, on this bond.

XXXXXXXXX  
\_\_\_\_\_  
Secretary, Board of Regents,  
The University of Texas System

XXXXXXXXX  
\_\_\_\_\_  
Chairman, Board of Regents,  
The University of Texas System.



FORM OF REGISTRATION CERTIFICATE:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

XXXXXXXXX  
Comptroller of Public Accounts of  
the State of Texas.

FORM OF INTEREST COUPON:

NO. \_\_\_\_\_

\$131.25

ON \_\_\_\_\_ 1, 19\_\_

THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM promises to pay to bearer the amount shown on this interest coupon, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this interest coupon, at the

\_\_\_\_\_ ,  
said amount being interest due that day on the bond, bearing the number hereinafter designated, of that issue of BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN, BUILDING AND GENERAL FEE REVENUE BONDS, SERIES 1976, DATED MAY 1, 1976. The holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation, or from any source whatsoever other than the "Pledged Revenues" defined in the bond to which this coupon is attached. Bond No. \_\_\_\_\_.

XXXXXXXXX  
Secretary, Board of Regents

XXXXXXXXX  
Chairman, Board of Regents

Section 7. That hereinafter in this Resolution the following terms as used herein shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

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

The term "University" shall mean The University of Texas of the Permian Basin at Odessa, Texas.

The term "Bonds" shall mean the Building and General Fee Revenue Bonds, Series 1976, authorized to be issued pursuant to this Resolution.

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

The term "outstanding", when used with reference to Bonds or Additional Bonds and as of a particular date, or time, shall mean all Bonds and Additional Bonds theretofore issued and not

cancelled, except Bonds or Additional Bonds for the payment or redemption of which cash, equivalent to the principal amount or redemption price thereof, with interest to date of maturity or redemption date, shall be held by the paying agent therefor, provided that if such Bonds or Additional Bonds are to be redeemed prior to date of maturity, notice of redemption shall have been given as provided in the resolution or resolutions authorizing such Bonds or Additional Bonds.

The term "Project" shall mean the facilities acquired, constructed, and equipped on the campus of the University, in part with the proceeds from the sale of the Bonds to provide housing for approximately 200 students.

The term "Gross Revenues", when used with reference to any facility or facilities, shall mean all of the revenues and income of every nature derived from the operation and ownership thereof.

The term "Current Expenses", when used with reference to any facility or facilities, shall mean all necessary operating and maintenance expenses thereof, including all expenses of reasonable upkeep and repairs, and all other expenses incident to the maintenance and operation thereof, but shall exclude depreciation and all general administrative expenses of the Board and the University.

The term "Net Revenues", when used with reference to any facility or facilities, shall mean all Gross Revenues derived therefrom, after deduction of the Current Expenses thereof.

The term "Housing System" shall mean and include the following facilities:

(1) The Project;

(2) Any student or faculty housing facilities which hereafter may, at the option of the Board, specifically be declared to be and made a part of the Housing System by resolution of the Board in connection with the issuance of Additional Bonds; and

(3) All buildings, facilities, and services, of all of the foregoing, together with all improvements, extensions, and additions thereto and replacements thereof.

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

The term "Pledged Revenues" shall mean collectively (a) the Net Revenues of the Housing System, (b) the General Fee, and (c) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations, or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter may, at the option of the Board, be pledged to the payment of the Bonds or the Additional Bonds.

Section 8. That the Bonds and any Additional Bonds and interest coupons appertaining thereto are and shall be secured by and payable from an irrevocable first lien on and pledge of the Pledged Revenues, and they shall constitute special obligations of the Board, payable solely from the Pledged Revenues, and such obligations shall not constitute a prohibited indebtedness of the University, the Board, or the State of Texas, and the holders of the Bonds and Additional Bonds and the coupons attached thereto shall never have the right to demand payment out of funds raised or to be raised by taxation.

Section 9. That there is hereby created and ordered to be established, and there shall be maintained on the books of the Board, a separate account to be entitled the "Housing System Revenue Fund" (hereinafter sometimes called the "Revenue Fund"). Commencing immediately after delivery of the Bonds, all Gross Revenues of the Housing System shall be deposited upon receipt to the credit of the Revenue Fund. The Current Expenses of the Housing System shall be paid from the Revenue Fund as a first charge against same.

Section 10. That to pay the principal of and interest on all outstanding Bonds and Additional Bonds, if any, as the same come due, there is hereby created and shall be established at an official depository of the Board, a separate fund to be entitled the "Housing System and General Fee Revenue Bonds Interest and Sinking Fund" (hereinafter sometimes called the "Interest and Sinking Fund").

Section 11. That there is hereby created and ordered to be established, at an official depository of the Board, a separate fund to be known as the "Housing System and General Fee Revenue Bonds Reserve Fund" (hereinafter sometimes called the "Reserve Fund"). The Reserve Fund shall be used finally in retiring the last of the outstanding Bonds and Additional Bonds, or for paying the principal of and interest on any outstanding Bonds and Additional Bonds, when and to the extent the amount in the Interest and Sinking Fund is otherwise insufficient for such purpose.

Section 12. Money in any Fund or account maintained pursuant to this Resolution may, at the option of the Board, be placed in secured time deposits or invested in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America, and evidences of indebtedness of the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, or Federal National Mortgage Association; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or account will be available at the proper time or times. Such investments shall be valued in terms of current market value as of the last day of August of each year. Interest and income derived from such deposits and investments shall be credited to the Fund or or account from which the deposit or investment was made; provided that so long as the "Required Amount" in market value is on deposit in the Reserve Fund, such interest and income derived from the Reserve Fund shall be deposited to the credit of the Interest and Sinking Fund and used for paying interest on the Bonds. All investments shall be sold promptly when necessary to prevent any default in connection with the Bonds or Additional Bonds.

Section 13. (a) That the Board covenants and agrees to fix, levy, charge, and collect the General Fee from all students (excepting any category of students now exempt from paying fees by the Education Code) enrolled at the University at each regular fall and spring semester and at each term of each summer session, for the general use and availability of the University, in such amounts, without any limitation whatsoever, as will be at least sufficient at all times to provide, together with other Pledged Revenues, the money for making all deposits required to be made to the credit of the Interest and Sinking Fund and the Reserve Fund in connection with the Bonds and any Additional Bonds.

(b) That effective with the 1976 regular fall semester a General Fee for the general use and availability of the University is hereby fixed and shall be collected from each student (excepting any student in a category now exempt from paying fees by the Education Code) enrolled at the University, as follows:

\$4.00 per registered Semester Credit Hour at each of the regular fall and spring semesters, and at each term of each summer session.

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

(d) It is specifically found and determined by the Board: (i) that the Bonds are issued pursuant to Section 55.17 of the Education Code, to be secured by a pledge of an unlimited use fee (the General Fee); and (ii) that no bonds payable from or secured by any kind of use fees at the University previously have been issued, and no use fees at the University are encumbered or have been pledged in any manner except as provided in this Resolution; and (iii) that the estimated maximum amount per semester hour of the General Fee (based on current enrollment and conditions) during any future semester necessary to provide for the payment of the principal of and interest on the Bonds when due does not exceed \$4.00 per semester hour.

Section 14. (a) That immediately after the delivery of the Bonds all accrued interest received from the sale of the Bonds shall be deposited to the credit of the Interest and Sinking Fund.

(b) That on or before September 25, 1976, and semiannually on or before each March 25th and September 25th thereafter, the Board shall transfer from the Pledged Revenues and deposit to the credit of the Interest and Sinking Fund the amounts as follows:

(1) an amount which, together with any other amounts then on deposit therein and available for such purpose, will be sufficient to pay the interest scheduled to come due on the Bonds on the next succeeding interest payment date; and

(2) such amounts, in approximately equal semi-annual installments, as will be sufficient to pay the principal scheduled to mature and come due on the Bonds on the next succeeding April 1.

Section 15. That immediately after the delivery of the Bonds the amount of \$139,000 from the proceeds from the sale and delivery of the Bonds shall be deposited to the credit of the Reserve Fund. When and so long as the money and investments in the Reserve Fund are at least equal in market value to the amount of the average annual principal and interest requirements of the then outstanding Bonds (the "Required Amount") then no additional deposits are required to be made therein; provided that if the Reserve Fund is at any time, or should be depleted to, less than the Required Amount in market value, then, subject to making the deposits when and as required into the Interest and Sinking Fund, all Pledged Revenues shall be deposited into the Reserve Fund until the Reserve Fund contains, or is restored to, the Required Amount in market value.

Section 16. (a) That if on any occasion there shall not be sufficient Pledged Revenues to make the required deposits into the Interest and Sinking Fund and the Reserve Fund, then such deficiency shall be made up as soon as possible from the next available Pledged Revenues, or from any other sources available for such purpose.

(b) Subject to making all deposits to the credit of the Interest and Sinking Fund and the Reserve Fund as required by this Resolution, or any resolution authorizing the issuance of Additional Bonds, the surplus Pledged Revenues may be used by the Board for any lawful purpose.

Section 17. That all money in all Funds established by this Resolution, to the extent not invested, shall be secured in the manner prescribed by law for securing funds of the Board, in principal amounts at all times not less than the amounts of money credited to such Funds, respectively.

Section 18. That whenever the total amount in the Interest and Sinking Fund and the Reserve Fund shall be equivalent to (1) the aggregate principal amount of all Bonds and Additional Bonds, if any, outstanding, plus (2) the aggregate amount of all unpaid interest coupons thereto appertaining unmatured and matured, no further payment need be made into the Interest and Sinking Fund or the Reserve Fund. In determining the amount of Bonds or Additional Bonds outstanding, there shall be subtracted the amount of any Bonds or Additional Bonds which shall have been duly called for redemption and for which funds shall have been deposited with the paying agents sufficient for such redemption.

Section 19. That the Board shall have the right and power at any time and from time to time, and in one or more Series or issues, to authorize, issue, and deliver additional parity revenue bonds (herein called "Additional Bonds") in any amounts, for any lawful purpose, including the refunding of any Bonds or Additional Bonds. Such Additional Bonds, if and when authorized, issued, and delivered in accordance with this Resolution, shall be secured and payable equally and ratably on a parity with the Bonds, and all other outstanding Additional Bonds, by an irrevocable first lien on and pledge of the Pledged Revenues.

Section 20. (a) Each resolution under which Additional Bonds are issued shall provide that the Interest and Sinking Fund and the Reserve Fund established by this Resolution shall secure and be used to pay all Additional Bonds as well as the Bonds. However, each resolution under which Additional Bonds are issued shall specifically provide and require that, in addition to the amounts required by the provisions of this Resolution and the provisions of any other resolution or resolutions authorizing Additional Bonds to be deposited to the credit of the Interest and Sinking Fund, the Board shall transfer from the Pledged Revenues and deposit to the credit of the Interest and Sinking Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Bonds then being issued, as the same comes due, and that the Board shall transfer from said Pledged Revenues and deposit to the credit of the Reserve Fund at least such amounts as will, together with any other amounts already required to be deposited in the Reserve Fund in connection with the Bonds and any Additional Bonds, be sufficient to cause the Reserve Fund to accumulate and contain within a period of not to exceed five years from the date of the then proposed Additional Bonds a total amount of money and investments at least equal in market value to the average annual principal and interest requirements of all Bonds and Additional Bonds scheduled to be outstanding after the issuance of the then proposed Additional Bonds.

(b) The principal of all Additional Bonds must be scheduled to be paid or mature on April 1 of the years in which such principal is scheduled to be paid or mature; and all interest thereon must be payable on October 1 and April 1.

Section 21. Additional Bonds shall be issued only in accordance with this Resolution, but notwithstanding any provisions of this Resolution to the contrary, no installment, Series, or issue of Additional Bonds shall be issued or delivered unless:

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

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

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



Section 22. On or before the last day of September, 1976, and on or before the last day of each March and of each September thereafter while any of the Bonds and Additional Bonds, if any, are outstanding and unpaid, there shall be made available to the paying agents therefor, out of the Interest and Sinking Fund, and/or the Reserve Fund, if necessary, money sufficient to pay such interest on and such principal of the Bonds and Additional Bonds, if any, as will accrue or mature on the October 1 or April 1 next succeeding. The paying agents shall totally destroy all paid Bonds and Additional Bonds, if any, and the coupons appertaining thereto, and shall furnish the Board with an appropriate certificate of destruction.

Section 23. The Board further covenants and agrees that:

(a) It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution and each resolution authorizing the issuance of Additional Bonds, and in each and every Bond and Additional Bond; that it will promptly pay or cause to be paid from the Pledged Revenues the principal of and interest on every Bond and Additional Bond, on the dates and in the places and manner prescribed in such resolutions and Bond or Additional Bonds; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited from the Pledged Revenues the amounts required to be deposited into the Interest and Sinking Fund and the Reserve Fund; and any holder of the Bonds or Additional Bonds may require the Board, its officials and employees, and any appropriate official of the State of Texas, to carry out, respect, or enforce the covenants and obligations of this Resolution or any resolution authorizing the issuance of Additional Bonds, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the Board, its officials and employees, or any appropriate official of the State of Texas.

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

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

(d) It will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or the campus, buildings, and facilities of the University, and the Housing System, that it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien on or charge thereon, the lien of which

would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and that it will not create or suffer to be created any mechanic's, laborer's, materialman's, or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment, or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the Board.

(e) That while the Bonds or any Additional Bonds are outstanding and unpaid it will continuously and efficiently operate and maintain the University and the Housing System, in good condition, repair, and working order, and at a reasonable cost.

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

(g) That while the Bonds or any Additional Bonds, are outstanding and unpaid, and except as provided in this Resolution, the Board shall not sell, lease, convey, mortgage, or in any manner transfer title to or otherwise dispose of the University or the Housing System, or any significant or substantial part thereof; provided that whenever the Board deems it necessary to dispose of any property, furnishings, and equipment, it may sell or otherwise dispose of such property, furnishings, and equipment when it has made arrangements to replace the same or provide substitutes therefor, unless it determines that such replacement or substitution will not adversely affect the Bonds and any Additional Bonds.

(h) The Board will fix, establish, maintain, and collect such parietal rules, rentals, rates, charges, and fees for the use and availability of the Housing System as are necessary to produce Gross Revenues of the Housing System sufficient to pay all Current Expenses of the Housing System, and sufficient, together with other Pledged Revenues, to make all payments and deposits required to be made into the Interest and Sinking Fund and the Reserve Fund, in connection with all Bonds and Additional Bonds.

(i) Proper books of record and account will be kept in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the Pledged Revenues, and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any bondholder.

(j) That each year while any of the Bonds or Additional Bonds are outstanding, an audit will be made of its books and accounts relating to the Pledged Revenues by the State Auditor of the State of Texas, or any certified public accountant, such audit to be based on the fiscal year of The University of Texas System. As soon as practicable after the close of each such fiscal year, and when said audit has been completed and made available to the Board, a copy of such audit for the preceding fiscal year shall be mailed to all bondholders who shall so request in writing. Such annual audit reports shall be open to the inspection of the bondholders and their agents and representatives at all reasonable times.



(k) That the Board covenants to and with the purchasers of the Bonds that it will make no use of the proceeds of the Bonds at any time throughout the term of this issue of Bonds which, if such use had been reasonably expected on the date of delivery of the Bonds to and payment for the Bonds by the purchasers, would have caused the Bonds to be arbitrage bonds within the meaning of Section 103(d) of the Internal Revenue Code of 1954, as amended; or any regulations or rulings pertaining thereto; and by this covenant the Board is obligated to comply with the requirements of the aforesaid Section 103(d) and all applicable and pertinent Department of the Treasury regulations relating to arbitrage bonds. The Board further covenants that the proceeds of the Bonds will not otherwise be used directly or indirectly so as to cause all or any part of the Bonds to be or become arbitrage bonds within the meaning of the aforesaid Section 103(d), or any regulations or rulings pertaining thereto.

Section 24. (a) That the Board hereby establishes and covenants to enforce, so long as any of the Bonds and Additional Bonds, if any, are outstanding or unpaid, the following parietal rules and regulations so as to assure maximum occupancy and use of the space, facilities and services afforded by the Housing System.

(b) That in the event more space, facilities, or services should become available for dormitory or other purposes or uses provided by the Housing System than are required by students applying for such space, facilities, or services, the officers of the University are hereby directed to give preference and priority to the use of the Housing System, resulting to the extent practicable in the occupancy and use of all the space, facilities, and services of the Housing System, even if such preference results in the non-use of all or a part of any other space, facilities, or services available at or to the University, or the students enrolled in the University, which may be suitable or useable for dormitory or other purposes or uses provided by the Housing System.

(c) That to the extent that any surplus space, facilities, or services shall ever become available in the Housing System while any of the Bonds and Additional Bonds, if any, remain outstanding and unpaid, it shall be the duty of the officers of the University to enforce a rule requiring occupancy and use of the Housing System to the maximum extent practicable, and this provision shall be considered as a rule for guidance of said officers.

(d) That the officers of the University are hereby directed to utilize and to cause the utilization of the Housing System in such manner as it will yield the maximum Net Revenues reasonably obtainable therefrom, so that all required deposits into the Interest and Sinking Fund and the Reserve Fund for the Bonds and Additional Bonds, if any, shall be made promptly as provided in the proceedings authorizing their issuance.

(e) That these parietal rules shall be amended from time to time as the conditions arise so as to meet changing conditions and to assure the fulfillment of this pledge.

Section 25. That the following rentals, rates, and charges for the use of the services, facilities, and supplies of the Housing System, are hereby established and shall remain in force and effect until and unless changed in accordance with covenants

contained in this Resolution:

At each of the regular fall and spring semesters,

for a single room, \$260.00 per semester, and  
for a double room, \$200.00 per person per semester; and

at each term of each summer session,

for a single room, \$97.50 per term, and  
for a double room, \$75.00 per person per term.

Section 26. That the Chairman of the Board is hereby authorized to have control of the Bonds and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds, said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate printed and endorsed on each of the Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on each of the Bonds.

Section 27. That the Bonds are hereby sold and shall be delivered to a Syndicate composed of the following banks in Odessa, Texas: The First National Bank, National Bank of Odessa, Permian Bank and Trust, State National Bank, and American Bank, for cash for the par value thereof and accrued interest thereon to date of delivery.

-----

2. BOARD OF REGENTS (UNIVERSITY CANCER CENTER): (a) RESOLUTION AUTHORIZING THE ISSUANCE OF BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE AT HOUSTON, ENDOWMENT AND HOSPITAL REVENUE BONDS, SERIES 1976, \$2,500,000, AND PROPOSED SALE THEREOF; (b) DESIGNATION OF PAYING AGENTS AND (c) AWARD OF CONTRACT FOR PRINTING BONDS

#### Background Information

Pursuant to authorization by the Board of Regents at its meeting held on April 28, 1975, bids for Board of Regents of The University of Texas System, The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, Endowment and Hospital Revenue Bonds, Series 1976, in the amount of \$2,500,000 will be considered by the Board of Regents at 9:00 a. m., C. D. T., on May 14, 1975, Room 212, Main Building, The University of Texas at Austin.

Bids have been called for on this issue and will be opened at 11 a. m. C. D. T., on May 13, 1976, at 210 West Sixth Street, Austin, Texas. Also on Thursday, May 13, 1976, at 10 a. m., C. D. T., the bids for the printing contract and for the paying agents will be opened.

#### Action Required

- a. It is recommended that the Resolution on Pages B of R 15-28, prepared by the Bond Counsel, be adopted. (The results of the bids will be distributed at the meeting.)
- b. Designation of Paying Agents. (The results of the bids and the Administration's recommendation will be distributed at the meeting.)
- c. Award of contract for printing bonds. (The results of the bids and the Administration's recommendation will be distributed at the meeting.)

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM  
THE UNIVERSITY OF TEXAS  
M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE AT HOUSTON  
ENDOWMENT AND HOSPITAL REVENUE BONDS, SERIES 1976  
\$2,500,000

SALE OF THE BONDS.--As authorized, bids were called for and received until 11:00 A.M., CDT, on May 13, 1976, and then publicly opened and tabulated. A copy of the tabulation is attached.

It is recommended by the Associate Deputy Chancellor for Investments, Trusts and Lands, joined by the Deputy Chancellor, that the Board of Regents adopt the resolution authorizing the issuance of the bonds and the sale to First City National Bank, Houston, Texas, at the price of par and accrued interest to date of delivery, plus a premium of \$0.10, at rates of interest shown on the tabulation.

DESIGNATION OF PAYING AGENCY.--Attached is a tabulation of the bids received and publicly opened and tabulated at 10:00 A.M., CDT, on May 13, 1976, in accordance with specifications previously furnished the qualified bidders (Texas banks with assets in excess of \$100,000,000).

It is recommended by the Associate Deputy Chancellor for Investments, Trusts and Lands, joined by the Deputy Chancellor, that the bid of National Bank of Commerce of Dallas, Dallas, Texas, to serve as paying agent for this issue be accepted. The bank will charge \$0.05 per coupon and \$0.50 per bond paid. Co-paying agent is Bankers Trust Company, New York, New York.

AWARD OF CONTRACT FOR PRINTING THE BONDS.--Attached is a tabulation of the bids received and publicly opened and tabulated at 10:00 A.M., CDT, on May 13, 1976, in accordance with specifications previously furnished companies bidding on University issues in recent years.

It is recommended by the Associate Deputy Chancellor for Investments, Trusts and Lands, joined by the Deputy Chancellor, that the bid of Helms Printing Company, Inc., Dallas, Texas, be accepted for printing the bonds with lithographed borders, as set out in the specifications, for the sum of \$642.50, there being six interest rates.

TABULATION OF BIDS  
 \$2,500,000  
 BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM  
 THE UNIVERSITY OF TEXAS  
 M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE AT HOUSTON  
 ENDOWMENT AND HOSPITAL REVENUE BONDS, SERIES 1976  
 Bids Opened May 13, 1976

ACCOUNT	COUPONS	INTEREST COST	EFFECTIVE RATE
First City National Bank of Houston, Manager	19 <u>79</u> to <u>85</u> <u>5.00</u> <u>86</u> <u>88</u> <u>5.30</u> <u>89</u> <u>5.45</u> <u>90</u> <u>91</u> <u>5.75</u> <u>92</u> <u>5.85</u> <u>93</u> <u>6.00</u>	Gross: <u>1,552,387.50</u> Less Prem: <u>                  .10</u> Net: <u>1,552,387.40</u>	5.528117
Parsons Pierce Securities Corporation (Mgr.)	19 <u>79</u> to <u>81</u> <u>6.50</u> <u>82</u> <u>86</u> <u>5.00</u> <u>87</u> <u>89</u> <u>5.50</u> <u>90</u> <u>5.70</u> <u>91</u> <u>5.80</u> <u>92</u> <u>93</u> <u>5.90</u>	Gross: <u>1,576,469.81</u> Less Prem: <u>          - 0 -</u> Net: <u>1,576,469.81</u>	5.6139
White, Weld & Co., Inc.	19 <u>79</u> to <u>83</u> <u>6.50</u> <u>84</u> <u>88</u> <u>5.40</u> <u>89</u> <u>5.70</u> <u>90</u> <u>91</u> <u>5.90</u> <u>92</u> <u>6.00</u> <u>93</u> <u>5.00</u>	Gross: <u>1,595,610.00</u> Less Prem: <u>          - 0 -</u> Net: <u>1,595,610.00</u>	5.682035
Hearson, Hayden Stone, Inc.	19 <u>79</u> to <u>81</u> <u>6-3/8</u> <u>82</u> <u>86</u> <u>5.25</u> <u>87</u> <u>89</u> <u>5.50</u> <u>90</u> <u>5.80</u> <u>91</u> <u>5.90</u> <u>92</u> <u>93</u> <u>6.00</u>	Gross: <u>1,603,646.47</u> Less Prem: <u>          - 0 -</u> Net: <u>1,603,646.47</u>	5.71065
First National Bank in Dallas	19 <u>79</u> to <u>83</u> <u>6.00</u> _____ <u>84</u> <u>5.30</u> <u>85</u> <u>87</u> <u>5.50</u> _____ <u>88</u> <u>5.70</u> _____ <u>89</u> <u>5.90</u> <u>90</u> <u>93</u> <u>6.00</u>	Gross: <u>1,643,029.44</u> Less Prem: <u>                  64.34</u> Net: <u>1,642,965.10</u>	5.85070
	19 _____ to _____ _____                      _____ _____                      _____ _____                      _____ _____                      _____	Gross: _____ Less Prem: _____ Net: _____	
	19 _____ to _____ _____                      _____ _____                      _____ _____                      _____ _____                      _____	Gross: _____ Less Prem: _____ Net: _____	

## BIDS FOR PAYING AGENCY

\$2,500,000

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM  
 THE UNIVERSITY OF TEXAS  
 M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE AT HOUSTON  
 ENDOWMENT AND HOSPITAL REVENUE BONDS, SERIES 1976

Tabulation of Bids Received  
 May 13, 1976 - 10:00 a.m., CDT

Bidder	New York Co-Paying Agent	Per Coupon Paid	Per Bond Paid
National Bank of Commerce of Dallas	Bankers Trust Company	\$ .05	\$ .50
The First National Bank of Fort Worth	Manufacturers Hanover Trust Company	.125	1.75
Corpus Christi National Bank	First National City Bank	.15	5.00
The Citizens National Bank of Waco	Morgan Guaranty Trust Company	.15	2.00
The Austin National Bank	Bankers Trust Company	.10	1.10
Bank of the Southwest, N.A.	Bankers Trust Company	.10	.70
Mercantile National Bank at Dallas	Manufacturers Hanover Trust Company	.07	.74
Republic National Bank of Dallas	First National City Bank	.175	1.55
The Capital National Bank in Austin	Manufacturers Hanover Trust Company	.09	.90
Texas Commerce Bank National Association	Bankers Trust Company	.175	2.00







RESOLUTION AUTHORIZING THE ISSUANCE OF BOARD OF  
REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE  
UNIVERSITY OF TEXAS M. D. ANDERSON HOSPITAL AND  
TUMOR INSTITUTE AT HOUSTON, ENDOWMENT AND HOSPITAL  
REVENUE BONDS, SERIES 1976, \$2,500,000

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

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

Section 1. That said Board's negotiable, serial, coupon bonds to be designated the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE AT HOUSTON, ENDOWMENT AND HOSPITAL REVENUE BONDS, SERIES 1976, are hereby authorized to be issued, sold, and delivered in the principal amount of \$2,500,000, for the purpose of providing part of the funds to acquire and construct a Central Services and Administration Building and related equipment and facilities, for and on behalf of The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, to provide centralized hospital food services and facilities.

Section 2. That said bonds shall be dated JUNE 1, 1976, shall be numbered consecutively from 1 THROUGH 500, shall be in the denomination of \$5,000 EACH, and shall mature and become due and payable serially on AUGUST 1 in each of the years, and in the amounts, respectively, as set forth in the following schedule:

<u>YEARS</u>	<u>AMOUNTS</u>	<u>YEARS</u>	<u>AMOUNTS</u>
1979	\$110,000	1987	\$170,000
1980	115,000	1988	180,000
1981	120,000	1989	190,000
1982	130,000	1990	205,000
1983	135,000	1991	215,000
1984	145,000	1992	230,000
1985	150,000	1993	245,000
1986	160,000		

Said bonds may be redeemed prior to their scheduled maturities, at the option of said Board, on the dates stated, and in the manner provided, in the FORM OF BOND set forth in this Resolution.

Section 3. That said bonds scheduled to mature during the years, respectively, set forth below shall bear interest at the following rates per annum:

maturities 1979 through 19__	_____ %
maturities 19__ through 19__	_____ %
maturities 19__ through 19__	_____ %
maturities 19__ through 19__	_____ %
maturities 19__ through 19__	_____ %
maturities 19__ through 19__	_____ %
maturities 19__ through 19__	_____ %

Said interest shall be evidenced by interest coupons which shall appertain to said bonds, and which shall be payable on the dates stated in the FORM OF BOND set forth in this Resolution.

Section 4. That said bonds, and the interest coupons appertaining thereto, shall be payable, shall have the characteristics, and shall be signed and executed (and said bonds shall be sealed), all as provided, and in the manner indicated, in the FORM OF BOND set forth in this Resolution.

Section 5. That the form of said bonds, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and endorsed on each of said bonds, and the form of the aforesaid interest coupons which shall appertain and be attached initially to each of said bonds, shall be, respectively, substantially as follows:

FORM OF BOND:

NO. \_\_\_\_\_

\$5,000

UNITED STATES OF AMERICA  
STATE OF TEXAS  
BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY  
OF TEXAS M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE AT HOUSTON,  
ENDOWMENT AND HOSPITAL REVENUE BOND,  
SERIES 1976

ON AUGUST 1, 19\_\_ , the BOARD OF REGENTS OF THE UNIVERSITY  
OF TEXAS SYSTEM promises to pay to bearer the principal amount of

FIVE THOUSAND DOLLARS

and to pay interest thereon, from the date hereof, at the rate of  
\_\_\_\_\_% per annum, evidenced by interest coupons payable FEBRUARY 1,  
1977, and semiannually thereafter on each AUGUST 1 and FEBRUARY 1  
while this bond is outstanding.

THE PRINCIPAL of this bond and the interest coupons appertaining hereto shall be payable to bearer, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this bond or proper interest coupon, at the following, which collectively shall constitute and be defined as the "Paying Agent" for this Series of bonds:

\_\_\_\_\_  
OR, AT THE OPTION OF THE BEARER, AT  
\_\_\_\_\_.

THIS BOND is one of a Series of negotiable, serial, coupon bonds, dated JUNE 1, 1976, issued in the principal amount of \$2,500,000, for the purpose of providing part of the funds to acquire and construct a Central Services and Administration Building and related equipment and facilities, for and on behalf of The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, to provide centralized hospital food services and facilities.

ON AUGUST 1, 1938, OR ON ANY INTEREST PAYMENT DATE THEREAFTER, the outstanding bonds of this Series may be redeemed prior to their scheduled maturities, at the option of said Board, for any purpose, IN WHOLE, OR IN PART, for the principal amount thereof and accrued interest thereon to the date fixed for redemption.

AT LEAST thirty days prior to the date fixed for any such redemption said Board shall cause a written notice of such redemption to be published at least once in a financial publication published in the City of New York, New York, or in the City of Austin, Texas. By the date fixed for any such redemption due provision shall be made with the "Paying Agent" for the payment of the required redemption price. If such written notice of redemption is published and if due provision for such payment is made, all as provided above, the bonds which are to be so redeemed there- by automatically shall be redeemed prior to their scheduled maturi- ties, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid by the "Paying Agent" with the funds so provided for such payment.

IT IS HEREBY certified, recited, and covenanted that this bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be per- formed, exist, and be done precedent to or in the issuance and delivery of this bond have been performed, existed, and been done in accordance with law; and that the interest on and princi- pal of this bond and the Series of which it is a part, together with other outstanding revenue bonds, are secured by and payable from an irrevocable first lien on and pledge of the "Pledged Revenues", as defined and described in the Resolution authorizing this Series of bonds, which include the "Gross Revenues of the Hospital Facilities" of The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, and the "Gross Proceeds from the Conveyance of Endowment Land", and other specified revenues.

SAID BOARD has reserved the right, subject to the restrictions stated in said Resolution authorizing this Series of bonds, to issue additional parity revenue bonds which also may be secured by and made payable from an irrevocable first lien on and pledge of the aforesaid Pledged Revenues.

THE HOLDER HEREOF shall never have the right to demand payment of this obligation out of any funds raised or to be rais- ed by taxation, or from any source whatsoever other than the aforesaid "Pledged Revenues."

IN WITNESS WHEREOF, this bond and the interest coupons appertaining hereto have been signed with the facsimile signa- ture of the Chairman of said Board, and countersigned with the facsimile signature of the Secretary of said Board, and the offi- cial seal of said Board has been duly impressed, or placed in facsimile, on this bond.

XXXXXXXXX  
Secretary, Board of Regents,  
The University of Texas System

XXXXXXXXX  
Chairman, Board of Regents,  
The University of Texas System.

FORM OF REGISTRATION CERTIFICATE:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this bond has been examined, cer- tified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

XXXXXXXXX  
Comptroller of Public Accounts of  
the State of Texas.

FORM OF INTEREST COUPON:

NO. \_\_\_\_\_

\$ \_\_\_\_\_

ON \_\_\_\_\_ 1, 19\_\_

THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM promises to pay to bearer the amount shown on this interest coupon, in lawful money of the United States of America, without exchange or collection charges to the bearer, unless due provision has been made for the redemption prior to maturity of the bond to which this interest coupon appertains, upon presentation and surrender of this interest coupon, at the

\_\_\_\_\_  
OR, AT THE OPTION OF THE BEARER, AT  
\_\_\_\_\_

said amount being interest due that day on the bond, bearing the number hereinafter designated, of that issue of BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE AT HOUSTON, ENDOWMENT AND HOSPITAL REVENUE BONDS, SERIES 1976, DATED JUNE 1, 1976. The holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation, or from any source whatsoever other than the "Pledged Revenues" defined in the bond to which this coupon is attached. Bond No. \_\_\_\_\_.

\_\_\_\_\_  
Secretary, Board of Regents

\_\_\_\_\_  
Chairman, Board of Regents

Section 6. That as hereinafter used in this Resolution the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

The term "Board" shall mean the Board of Regents of The University of Texas System in its own behalf, and as Trustees of the University Cancer Foundation.

The term "Bonds" shall mean collectively the Board of Regents of The University of Texas System, The University of Texas M.D. Anderson Hospital and Tumor Institute at Houston, Endowment and Hospital Revenue Bonds, Series 1972 (the "Series 1972 Bonds") authorized by the resolution adopted by the Board on September 11, 1972, and Board of Regents of The University of Texas System, The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, Endowment and Hospital Revenue Bonds, Series 1976 (the "Series 1976 Bonds") authorized by this Resolution.

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

The term "Institute" shall mean The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, and its substations, as defined and provided for in Sections 73.101 through 73.111, Texas Education Code.

The term "Project" shall mean the Central Services and Administration Building and related equipment and facilities to provide centralized hospital food services and facilities, to be acquired and constructed, for and on behalf of the Institute, in part with the proceeds from the sale of the Series 1976 Bonds.

The term "Hospital Facilities" shall mean all of the land, hospitals, clinics, substations, buildings, structures, equipment, services, and other facilities of every nature whatsoever owned or operated by the Institute, or by the Board, or The University of Texas System, for and on behalf of the Institute, which are used for or related to the diagnosis and/or

treatment of patients, including specifically (a) the existing clinic and the approximately 250 bed hospital located in the Texas Medical Center in the City of Houston, and the approximately 330 bed hospital addition and clinic which in part were acquired, constructed, and equipped with the proceeds from the sale of the Series 1972 Bonds, (b) the Project, and (c) any and all future improvements, enlargements, and additions to any of the foregoing, and replacements thereof, acquired or constructed from any sources, including the issuance of any Additional Bonds.

The term "Gross Revenues of the Hospital Facilities" shall mean all of the revenues, income, rentals, rates, fees, and charges of every nature derived by the Institute, or by the Board, or The University of Texas System, from the operation and/or ownership of the Hospital Facilities (but specifically excluding any legislative General Revenue Fund appropriations from the State Treasury).

The term "Current Expenses" shall mean all necessary operating expenses, current maintenance charges, expenses of reasonable upkeep and repairs, properly allocated share of charges for insurance and all other expenses incident to the operation and maintenance of the Hospital Facilities, but shall exclude depreciation and all general administrative, overhead, teaching, study, and research expenses of the Institute.

The term "Endowment Land" shall mean the approximately 53,534 acres of land, including the oil, gas, and other minerals contained in and under and that may be produced or mined therefrom, located in the Counties of Charlotte, De Soto, and Highlands, State of Florida, which land has been conveyed by the Board of Regents of The University of Texas System, in its own behalf, and as Trustees of the University Cancer Foundation, to Punta Gorda Isles, Inc., a Florida Corporation, and which land is described in deeds recorded in Official Records Book 392, page 132, of the Charlotte County Records, in Official Records Book 83, page 206, of the De Soto County Records, and in Official Records Book 406, page 929 of the Highlands County Records, respectively.

The term "Gross Proceeds from the Conveyance of Endowment Land" shall mean all of the gross income, payments, royalties, proceeds, and receipts of every nature derived, coming due to, or received by, the Board, in its own behalf, or as Trustees of the University Cancer Foundation, or The University of Texas System, from any sale, lease, rental, or other conveyance of any nature of the Endowment Land, including specifically the gross proceeds and receipts from the payments to be made to the Board in its own behalf, and as Trustees of the University Cancer Foundation, by Punta Gorda Isles, Inc., a Florida Corporation, pursuant to those certain Notes dated June 20, 1972, in the total principal amount of \$13,500,257.52, with interest on the unpaid balance at the rate of 7-1/2% per annum, secured by a purchase money Mortgage Deed dated June 20, 1972, executed by Punta Gorda Isles, Inc., which Mortgage Deed is recorded in Official Records Book 392, page 143, of the Charlotte County, Florida, Records, and in Official Records Book 83, page 541, of the De Soto County, Florida, Records, and in Official Records Book 408, page 388, of the Highlands County, Florida, Records; and also including the gross proceeds and receipts from any other sale, lease, rental, or conveyance of any nature of the Endowment Land made by the Board, in its own behalf, or as Trustees of the University Cancer Foundation, due to any foreclosure of the aforesaid Mortgage Deed, or otherwise. It is further specifically covenanted and agreed by the Board, in its own behalf, and as Trustees of the University Cancer Foundation, that it will enforce and collect the aforesaid Notes, and foreclosure the aforesaid Mortgage Deed if necessary; and that in such event it will sell and convey the Endowment Land as soon as practicable at the best price or prices reasonably obtainable.

The term "Pledged Revenues" shall mean collectively (a) the Gross Revenues of the Hospital Facilities, (b) the Gross Proceeds from the Conveyance of Endowment Land, and (c) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations, or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter may be pledged to the payment of the Bonds or the Additional Bonds.

Section 7. (a) That the Series 1976 Bonds are "Additional Bonds" as permitted by Sections 19, 20, and 21, of the resolution authorizing the issuance of the Series 1972 Bonds, and it is hereby determined, declared, and resolved that all of the Bonds (collectively the Series 1972 Bonds and the Series 1976 Bonds) are and shall be secured and payable equally and ratably on a parity, and that Sections 6 through 22 of this Resolution are supplemental to and cumulative of Sections 6 through 22 of the resolution authorizing the issuance of the Series 1972 Bonds, with Sections 6 through 22 of this Resolution being equally applicable to all of the Bonds.

(b) That the Bonds and any Additional Bonds, and the interest thereon, are and shall be secured by and payable from an irrevocable first lien on and pledge of the Pledged Revenues.

Section 8. That there is hereby created and there shall be established on the books of the Board a separate account or accounts which individually or collectively shall be known as the "Endowment and Hospital Revenue Bonds Revenue Fund" (herein called the "Revenue Fund"). All collections of the Gross Revenues of the Hospital Facilities shall be credited to the Revenue Fund immediately upon receipt.

Section 9. That to pay the principal of and interest on all outstanding Bonds and any Additional Bonds, as the same come due, there is hereby created and there shall be established at an official depository of the Board (which must be a member of the Federal Deposit Insurance Corporation) a separate fund to be entitled the "Endowment and Hospital Revenue Bonds Interest and Sinking Fund" (herein called the "Interest and Sinking Fund").

Section 10. That there is hereby created and there shall be established at an official depository of the Board (which must be a member of the Federal Deposit Insurance Corporation) a separate fund to be entitled the "Endowment and Hospital Revenue Bonds Reserve Fund" (herein called the "Reserve Fund"). The Reserve Fund shall be used finally in retiring the last of the outstanding Bonds and Additional Bonds, or for paying principal of and interest on any outstanding Bonds and Additional Bonds, when and to the extent the amount in the Interest and Sinking Fund is insufficient for such purpose.

Section 11. That money in any Fund established pursuant to this Resolution may, at the option of the Board, be placed in time deposits or be invested in direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, including, but not limited to, evidences of indebtedness issued, insured, or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, United States Postal Service, Farmers Home Administration, Federal Home

Loan Mortgage Association, Small Business Administration, Federal Housing Association, or Participation Certificates in the Federal Assets Financing Trust; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued in terms of current market value as of the last day of February and August of each year. Interest and income derived from such deposits and investments shall be credited to the Fund from which the deposit or investment was made and shall be used only for the purpose or purposes for which such Fund is required or permitted to be used. Such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds or Additional Bonds.

Section 12. That money in all Funds created by this Resolution, to the extent not invested, shall be secured in the manner prescribed by law for securing funds of the Board, in principal amounts at all times not less than the amounts of money credited to such Funds, respectively.

Section 13. (a) That immediately after the delivery of the Series 1976 Bonds the Board shall deposit any accrued interest and any premium received from the sale of the Series 1976 Bonds to the credit of the Interest and Sinking Fund.

(b) That the Board shall deposit all Gross Proceeds from the Conveyance of Endowment Land hereafter received, immediately upon receipt, directly to the credit of the Interest and Sinking Fund.

(c) That the Board shall transfer from the Gross Revenues of the Hospital Facilities in the Revenue Fund, or from any other available Pledged Revenues, and deposit to the credit of the Interest and Sinking Fund the amounts, at the times, as follows:

(1) on or before June 25, 1976, and semiannually on or before each December 25th and June 25th thereafter, an amount which will be sufficient, together with other amounts, if any, then on hand in the Interest and Sinking Fund and available for such purpose, to pay the interest scheduled to accrue and come due on the Bonds on the next succeeding interest payment date; and

(2) on or before December 25, 1976, and semiannually on or before each June 25th and December 25th thereafter, an amount sufficient, together with other amounts, if any, then on hand in the Interest and Sinking Fund and available for such purpose, to pay one-half of the principal scheduled to mature and come due on the Bonds on the next succeeding August 1.

(d) That if at any time there is on deposit in the Interest and Sinking Fund an amount in excess of that required to pay all principal of and interest on the Bonds and any Additional Bonds through the next succeeding August 1, the Board may use such excess to purchase and cancel Bonds or Additional Bonds at a price not exceeding the redemption price on the next succeeding date upon which any Bonds or Additional Bonds are subject to redemption prior to maturity, or, if any Bonds or Additional Bonds are subject to redemption on the next succeeding interest payment date, the Board may use such excess to redeem Bonds or Additional Bonds on the next succeeding interest payment date, or the Board may use such excess to make any deposit required to be made into the Reserve Fund.



Section 14. That there is now on deposit in the Reserve Fund an amount in excess of \$1,600,000, which is at least equal to the average annual principal and interest requirements of the Bonds. So long as the money and investments in the Reserve Fund are not less in market value than a required amount equal to the average annual principal and interest requirements of all then outstanding Bonds and Additional Bonds, no additional deposits need be made into the Reserve Fund; but if the Reserve Fund should be depleted to less than said required amount in market value, then, subject to making the required deposits to the credit of the Interest and Sinking Fund, the Board shall transfer from the Gross Revenues of the Hospital Facilities or any other Pledged Revenues in the Revenue Fund (or from any excess in the Interest and Sinking Fund as permitted by Section 13(d) hereof), and deposit to the credit of the Reserve Fund, semi-annually, on or before each June 25th and December 25th thereafter, a sum at least equal to 1/10th of the average annual principal and interest requirements of all then outstanding Bonds and Additional Bonds, until the Reserve Fund is restored to said required amount. So long as the Reserve Fund contains said required amount, any surplus in the Reserve Fund over said required amount may be transferred and deposited into the Interest and Sinking Fund.

Section 15. (a) That if on any occasion there shall not be sufficient Pledged Revenues to make the required deposits into the Interest and Sinking Fund and the Reserve Fund, then such deficiency shall be made up as soon as possible from the next available Pledged Revenues, or from any other sources available for such purpose.

(b) That, subject to making the required deposits to the credit of the Interest and Sinking Fund and the Reserve Fund, when and as required by this Resolution, or any resolution authorizing the issuance of Additional Bonds, any surplus Gross Revenues of the Hospital Facilities or any other Pledged Revenues in the Revenue Fund shall be used by the Board for paying, to the extent not paid from other sources, the Current Expenses of the Hospital Facilities, and any remaining balance may be used for any other lawful purpose.

Section 16. On or before the last day of July, 1976, and semiannually on or before the last day of each January and of each July thereafter while any of the Bonds or Additional Bonds are outstanding and unpaid, the Board shall make available to the paying agents therefor, out of the Interest and Sinking Fund, and/or the Reserve Fund, if necessary, money sufficient to pay such interest on and such principal of the Bonds and Additional Bonds as will accrue or mature on the August 1st or February 1st immediately following. The paying agents shall totally destroy all paid Bonds and Additional Bonds, and the coupons appertaining thereto, and shall furnish the Board with an appropriate certificate of destruction.

Section 17. That at such times as the aggregate amount of money and investments in the Interest and Sinking Fund and the Reserve Fund are at least equal in market value to (1) the aggregate principal amount of all unpaid (unmatured and matured) outstanding Bonds and Additional Bonds, plus (2) the aggregate amount of all unpaid (unmatured and matured) outstanding interest coupons appertaining to such Bonds and Additional Bonds, no further deposits need be made into the Interest and Sinking Fund or Reserve Fund. In determining the amount of such Bonds and Additional Bonds, and interest coupons appertaining thereto, outstanding at any time, there shall be subtracted and excluded the amount



of any such Bonds and Additional Bonds, and interest coupons appertaining thereto, which shall have been duly called for redemption and for which funds shall have been deposited with the paying agents therefor sufficient, including any required redemption premium, for such redemption.

Section 18. That the Bonds and any Additional Bonds, and the interest coupons appertaining thereto, will constitute special obligations of the Board payable solely from the Pledged Revenues, and the holders of the Bonds and Additional Bonds, and the coupons appertaining thereto, shall never have the right to demand payment out of funds raised or to be raised by taxation.

Section 19. That the Board shall have the right and power at any time and from time to time, and in one or more Series or issues, to authorize, issue, and deliver additional parity revenue bonds (herein called "Additional Bonds"), in any amounts, for any lawful purpose relating to the Hospital Facilities, and to refund any Bonds or Additional Bonds. Such Additional Bonds, if and when authorized, issued, and delivered in accordance with this Resolution, shall be secured and payable equally and ratably on a parity with the Bonds, and all other outstanding Additional Bonds, by an irrevocable first lien on and pledge of the Pledged Revenues.

Section 20. (a) The Interest and Sinking Fund and the Reserve Fund established by this Resolution shall secure and be used to pay all Additional Bonds as well as the Bonds. However, each resolution under which Additional Bonds are issued shall provide and require that, in addition to the amounts required by the provisions of this Resolution and the provisions of any other resolution or resolutions authorizing Additional Bonds to be deposited to the credit of the Interest and Sinking Fund, the Board shall transfer from the Pledged Revenues and deposit to the credit of the Interest and Sinking Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Bonds then being issued, as the same comes due; and that the aggregate amount to be accumulated and maintained in the Reserve Fund shall be increased (if and to the extent necessary) to an amount not less than the average annual principal and interest requirements of all Bonds and Additional Bonds which will be outstanding after the issuance and delivery of the then proposed Additional Bonds; and that the required additional amount shall be so accumulated by the deposit in the Reserve Fund of all or any part of said required additional amount in cash immediately after the delivery of the then proposed Additional Bonds, or, at the option of the Board, by the deposit, from Pledged Revenues, of said required additional amount (or any balance of said required additional amount not deposited in cash as permitted above) in semi-annual installments, made on or before the 25th day of each January and July following the adoption of the resolution authorizing the issuance of the then proposed Additional Bonds, of not less than 1/10th of said required additional amount (or 1/10th of the balance of said required additional amount not deposited in cash as permitted above).

(b) All calculations of average annual principal and interest requirements made pursuant to this Section are made as of and from the date of the Additional Bonds then proposed to be issued.

(c) The principal of all Additional Bonds must be scheduled to be paid or mature on August 1 of the years in which such principal is scheduled to be paid or mature; and all interest thereon must be payable on February 1 and August 1.

Section 21. Additional Bonds shall be issued only in accordance with this Resolution, but notwithstanding any provisions of this Resolution to the contrary, no installment, Series, or issue of Additional Bonds shall be issued or delivered unless:

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

(b) The State Auditor of the State of Texas, or any certified public accountant, signs a written certificate to the effect that, during either the next preceding University of Texas System fiscal year, or any twelve consecutive calendar month period ending not more than ninety days prior to the adoption of the resolution authorizing the issuance of the then proposed Additional Bonds, the Pledged Revenues, excluding and excepting the Gross Proceeds from the Conveyance of Endowment Land, were at least equal to four times the average annual principal and interest requirements of all Bonds and Additional Bonds to be outstanding after the issuance of the then proposed Additional Bonds.

Section 22. The Board further covenants and agrees that:

(a) It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution and each resolution authorizing the issuance of Additional Bonds, and in each and every Bond and Additional Bond; that it will promptly pay or cause to be paid from the Pledged Revenues the principal of and interest on every Bond and Additional Bond, on the dates and in the places and manner prescribed in such resolutions and Bonds or Additional Bonds; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited from the Pledged Revenues the amounts required to be deposited into the Interest and Sinking Fund and the Reserve Fund; and any holder of the Bonds or Additional Bonds may require the Board, its officials and employees, and any appropriate official of the State of Texas, to carry out, respect, or enforce the covenants and obligations of this Resolution or any resolution authorizing the issuance of Additional Bonds, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the Board, its officials and employees, or any appropriate official of the State of Texas.

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

(c) It lawfully owns and is lawfully possessed of the lands, buildings, and facilities constituting the Hospital Facilities, except for the Project, which it will acquire, construct, and own, and has a good and indefeasible estate in such lands, buildings, and facilities in fee simple, that it warrants that it has, and will defend, the title to all the aforesaid lands, buildings, and facilities, and every part thereof, for the benefit of the holders and owners of the Bonds and Additional Bonds

against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Bonds and Additional Bonds in the manner prescribed herein, and has lawfully exercised such rights.

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

(e) That while the Bonds or any Additional Bonds are outstanding and unpaid it will continuously and efficiently operate and maintain the Hospital Facilities in good condition, repair, and working order, and at a reasonable cost. The Board also covenants and agrees that the Current Expenses of the Hospital Facilities shall be paid from surplus Gross Revenues of the Hospital Facilities or any other Pledged Revenues in the Revenue Fund, as provided by Section 15(b) hereof, to the extent such surplus Pledged Revenues are available, or paid from the general funds of the Institute in the same manner as the expenses of operation and maintenance of general facilities of the Institute, or paid from any other sources or funds lawfully available to the Institute or the Board for such purpose.

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

(g) That while the Bonds or any Additional Bonds, are outstanding and unpaid, the Board shall not sell, convey, mortgage, or in any manner transfer title to, or lease, or otherwise dispose of the Hospital Facilities, or any significant or substantial part thereof; provided that whenever the Board deems it necessary to dispose of any furnishings and equipment, it may sell or otherwise dispose of such furnishings and equipment when it has made arrangements to replace the same or provide substitutes therefor.

(h) That at all times hereafter the Board shall procure boiler explosion insurance on all boilers servicing the Hospital Facilities in an amount not less than \$50,000 against loss suffered by reason of a boiler explosion. Further, at all times hereafter the Board shall procure fire and extended coverage insurance on the Hospital Facilities. The foregoing boiler explosion and fire and extended coverage insurance shall be maintained so long as Bonds or Additional Bonds are outstanding and

such fire and extended coverage insurance shall be in amounts at least sufficient to provide for full recovery to the extent that the damage does not exceed 80% of full insurable value. Such insurance shall be carried with a reliable insurance company or companies. In lieu of providing fire and extended coverage insurance as required above, the Board may, at its option, provide the equivalent of such insurance under its general System-wide Fire and Extended Coverage Insurance policy, subject to a deductible provision which is reasonable in amount, provided the Board establishes and maintains a special account containing funds which are at least sufficient to offset said deductible amount and which are immediately available for such purpose. Upon the happening of any loss or damage covered by such insurance from one or more of said causes, the Board shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the Board. The proceeds of insurance covering such property, together with any other funds necessary and available for such purpose, shall be used forthwith by the Board for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the Hospital Facilities shall be used promptly as follows:

(1) for the redemption prior to maturity of the Bonds and Additional Bonds, if any, ratably in the proportion that the outstanding principal of each Series or issue of Bonds or Additional Bonds bears to the total outstanding principal of all Bonds and Additional Bonds; provided that if on any such occasion the principal of any such Series or issue is not subject to redemption, it shall not be regarded as outstanding in making the foregoing computation; or

(2) if none of the outstanding Bonds or Additional Bonds is subject to redemption, then for the purchase on the open market and retirement of said Bonds and Additional Bonds, in the same proportion as prescribed in the foregoing clause (1), to the extent practicable; provided that the purchase price for any such Bond or Additional Bonds shall not exceed the redemption price of such Bond or Additional Bond on the first date upon which it becomes subject to redemption; or

(3) to the extent that the foregoing clauses (1) and (2) cannot be complied with at the time, the insurance proceeds, or the remainder thereof, shall be deposited in a special and separate trust fund, at an official depository of the Board, to be designated the Insurance Account. The Insurance Account shall be held until such time as the foregoing clauses (1) and/or (2) can be complied with, or until other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required, whichever of said events occurs first.

(i) At all times when the Reserve Fund does not contain the maximum aggregate amount required to be on deposit therein, the Board shall procure and maintain use and occupancy insurance on all the facilities, buildings, and structures of the Hospital Facilities, to the extent obtainable, in an amount sufficient to enable the Board to deposit into the Interest and Sinking Fund and the Reserve Fund, out of the proceeds of such insurance, an amount equal to the sums that are required to be deposited into

said Funds from the Pledged Revenues during the time the Hospital Facilities are wholly or partially unusable, as a result of loss of use or occupancy caused by the perils covered by fire and extended coverage insurance.

(j) The annual audit hereinafter required shall contain a section commenting on whether or not the Board has complied with the requirements of this Section with respect to the maintenance of insurance, and listing all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(k) The Board will fix, establish, maintain, and collect such rentals, rates, charges, and fees for the use and availability of the Hospital Facilities as are necessary to produce Gross Revenues of the Hospital Facilities sufficient, together with any other available resources, to pay all Current Expenses of the Hospital Facilities, and sufficient, together with other Pledged Revenues, to make all payments and deposits required to be made into the Interest and Sinking Fund, and to maintain the Reserve Fund, in connection with all Bonds and Additional Bonds.

(l) Proper books of record and account will be kept in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the Pledged Revenues, and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any bondholder.

(m) That each year while any of the Bonds or Additional Bonds are outstanding, an audit will be made of its books and accounts relating to the Pledged Revenues by the State Auditor of the State of Texas, or any certified public accountant, such audit to be based on the fiscal year of The University of Texas System. As soon as practicable after the close of each such fiscal year, and when said audit has been completed and made available to the Board, a copy of such audit for the preceding fiscal year shall be mailed to all bondholders who shall so request in writing. Such annual audit reports shall be open to the inspection of the bondholders and their agents and representatives at all reasonable times.

(n) That the Board covenants that it will not permit to be deposited to the credit of any of the Funds created by this Resolution, or applied to the payment of the principal of or interest on the Bonds or any Additional Bonds, any proceeds from any grant, subsidy, donation, or income received from the United States Government, whether pursuant to agreement or otherwise, if such deposit or application would result in interest payable on the Bonds or Additional Bonds being includable in whole or in part in gross income for Federal income tax purposes.

(o) That the Board covenants that it will comply with all of the terms and conditions of any and all grant or subsidy agreements applicable to the Bonds or Additional Bonds entered into between the Board and any governmental agency in connection with any grant or debt service subsidy; and the Board will take all action necessary to enforce said terms and conditions.

(p) That the Board covenants to and with the purchasers of the Bonds that it will make no use of the proceeds of the Bonds at any time throughout the term of this issue of Bonds which, if such use had been reasonably expected on the

date of delivery of the Bonds to and payment for the Bonds by the purchasers, would have caused the Bonds to be arbitrage bonds within the meaning of Section 103(d) of the Internal Revenue Code of 1954, as amended, or any regulations or rulings pertaining thereto; and by this covenant the Board is obligated to comply with the requirements of the aforesaid Section 103(d) and all applicable and pertinent Department of the Treasury regulations relating to arbitrage Bonds. The Board further covenants that the proceeds of the Bonds will not otherwise be used directly or indirectly so as to cause all or any part of the Bonds to be or become arbitrage bonds within the meaning of the aforesaid Section 103(d), or any regulations or rulings pertaining thereto.

Section 23. That the Chairman of the Board is hereby authorized to have control of the Series 1976 Bonds and all necessary records and proceedings pertaining to the Series 1976 Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Series 1976 Bonds, said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate printed and endorsed on each of the Series 1976 Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on each of the Series 1976 Bonds.

Section 24. That the Series 1976 Bonds are hereby sold and shall be delivered to a Syndicate headed by \_\_\_\_\_, for cash for the par value thereof and accrued interest thereon to date of delivery, plus a premium of \$ \_\_\_\_\_.

Section 25. That it is hereby officially found, determined, and declared that said Bonds have been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Official Statement dated \_\_\_\_\_, 1976, prepared and distributed in connection with the sale of said Bonds. Said Official Notice of Sale and Official Statement have been and are hereby approved by the Board of Regents. It is further officially found, determined, and declared that the statements and representations contained in said Official Notice of Sale and Official Statement are true and correct in all material respects, to the best knowledge and belief of the Board of Regents.

-----



3. BOARD OF REGENTS (UNIVERSITY CANCER CENTER): (a) RESOLUTION AUTHORIZING EXECUTION OF BOND PURCHASE AGREEMENT WITH U. S. SECRETARY OF HEALTH, EDUCATION, AND WELFARE; (b) RESOLUTION AUTHORIZING THE ISSUANCE OF BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE AT HOUSTON, HOSPITAL REVENUE BONDS, SUBORDINATE LIEN SERIES 1976, \$4,770,000, TO U.S. SECRETARY OF HEALTH, EDUCATION, AND WELFARE (HILL-BURTON PROGRAM); (c) DESIGNATION BY HEW CITY NATIONAL BANK OF AUSTIN, AUSTIN, TEXAS, PAYING AGENT AND REGISTRAR; AND (d) AWARD OF CONTRACT FOR PRINTING BONDS

Background Information

At its meeting held on April 28, 1975, the Board of Regents of The University of Texas System authorized that bonds be issued in the amount of \$4,770,000 in the name of The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston to the U. S. Government, Secretary of Health, Education, and Welfare under the Hill-Burton Program.

If these bonds are issued, then the U. S. Government, Secretary of Health, Education, and Welfare has requested, in accordance with required procedures, that the City National Bank of Austin, Austin, Texas, be designated Paying Agent and Registrar for this series of bonds.

Recommendations

- a. In connection with this authorization, it is recommended that the following Resolution Authorizing Execution of a Bond Purchase Agreement between the Board of Regents of The University of Texas System and the U. S. Secretary of Health, Education, and Welfare be adopted (Pages B of R 29-36):

RESOLUTION  
AUTHORIZING EXECUTION OF A BOND PURCHASE AGREEMENT

THE STATE OF TEXAS :  
THE UNIVERSITY OF TEXAS SYSTEM :

WHEREAS, it is necessary and advisable that a Bond Purchase Agreement be authorized between the Board and the U. S. Secretary of Health, Education, and Welfare.

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

1. That, for and on behalf of the Board of Regents of The University of Texas System, the Chairman of said Board is hereby authorized and directed to sign, and the Secretary of said Board is hereby authorized and directed to attest and seal, a Bond Purchase Agreement in substantially the form set forth in "Exhibit A", which is attached hereto and made a part hereof for all purposes.

2. That upon execution of said Bond Purchase Agreement by the parties thereto it shall be irrevocably binding upon the Board.

DIRECT LOAN  
BOND PURCHASE AGREEMENT

\$4,770,000

Board of Regents of The University of Texas System,  
The University of Texas M. D. Anderson Hospital and  
Tumor Institute at Houston, Hospital Revenue Bonds

Board of Regents,  
The University of Texas System:

The undersigned, Secretary of Health, Education, and Welfare of the United States, or his designee acting for and on behalf of said Secretary (collectively herein called the "Secretary"), pursuant to the Direct Loan Agreement dated February 13, 1976, by and between the Secretary and Board of Regents of The University of Texas System (the "Board"), a copy of which is attached hereto as Exhibit "A" and by this reference is made a part hereof, hereby offers to enter into this Direct Loan Bond Purchase Agreement (this "Agreement") with you for the purchase by the Secretary and the sale by the Board of the bonds of the Board more fully described below. Upon acceptance of this offer by you, this Agreement shall be in full force and effect in accordance with its terms and shall be binding upon both the Secretary and the Board.

1. Upon the terms and conditions and upon the basis of the representations, warranties, and covenants set forth herein, the Secretary, pursuant to the Direct Loan Agreement, hereby agrees to purchase from you, and you agree to sell to the Secretary, all (but not less than all) of \$4,770,000 aggregate principal amount of Board of Regents of The University of Texas System, The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, Hospital Revenue Bonds, Subordinate Lien Series 1976, dated July 1, 1976, (hereinafter called the "Bonds"), having the maturities (July 1 of each year) and bearing interest from their date at the rate stated below, such interest being payable on January 1, 1977, and semiannually thereafter on July 1 and January 1 of each year, at the purchase price of \$4,770,000, plus interest accruing on the Bonds from their date to the date of delivery, as hereinafter defined:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
1979	\$105,000	%
1980	110,000	
1981	115,000	
1982	125,000	
1983	135,000	
1984	145,000	
1985	155,000	
1986	165,000	
****	*****	
2000	3,715,000	

The Board represents and warrants that the Bonds shall be subject to redemption as set forth in the Resolution adopted by the Board on the 14th day of May, 1976 (the "Resolution"), authorizing the issuance of the Bonds, and shall in all other respects be the same bonds described in the Resolution.



2. You represent and warrant to the Secretary (and it shall be a condition of the obligation of the Secretary to purchase and accept delivery of the Bonds that you shall so represent and warrant) that: The Board has complied and will comply at the Delivery in all material respects in connection with the issuance of the Bonds with the Constitution and laws of the State of Texas, particularly Chapter 55, Texas Education Code, and has full legal right, powers, and authority to enter into the Direct Loan Agreement and this Agreement, to adopt the Resolution, pledge the revenues, and to issue, sell, and deliver the Bonds to the Secretary as provided herein and to carry out and consummate all other transactions contemplated by each of the aforesaid documents.

3. On July 8, 1976, or on such other date as shall have been mutually agreed upon, you shall deliver to the Secretary the Bonds in definitive form, duly executed and authenticated, together with the other documents hereinafter mentioned, and the Secretary shall accept such delivery and pay the purchase price for the Bonds as set forth in Paragraph 1 hereof, by check or checks drawn upon the Treasury of the United States of America, payable to the order of "Board of Regents of The University of Texas System". Delivery and payment as aforesaid shall be made at such place as shall have been mutually agreed upon. This payment and delivery is herein called the "Delivery".

4. The Secretary's obligation hereunder to purchase and pay for the Bonds shall be subject to the performance by you of your obligations to be performed hereunder at or prior to the Delivery and the accuracy in all material respects of your representations and warranties contained herein and shall be subject to the following:

(a) That at the time of the Delivery, as indicated by a certificate, dated at or prior to the date of Delivery, of an appropriate officer of the Board, the Resolution shall have been duly adopted by the Board and shall be in full force and effect, and shall not have been amended, modified, or supplemented, except as may have been agreed to by the undersigned; and that there shall have been taken in connection with the issuance of the Bonds such actions as, in the opinion of McCall, Parkhurst & Horton, bond counsel, shall be necessary and appropriate in connection with the transaction contemplated hereby;

(b) That at or prior to the Delivery, the undersigned shall receive the following documents:

(i) The final approving opinion, dated the date of Delivery, of McCall, Parkhurst & Horton, bond counsel to the Board;

(ii) A copy of the opinion of the Attorney General of the State of Texas approving the validity of the Bonds;

(iii) A certificate by the State Comptroller, evidencing the registration of the Bonds in his office;

(iv) A certificate, dated the date of Delivery by an appropriate officer of the Board to the effect that no litigation is pending or threatened (either in State or Federal Courts)

to restrain or enjoin the issuance, execution, or delivery of the Bonds or in any manner questioning the proceedings or authority for the issuance of same or affecting directly or indirectly the validity of the obligations or of any provision made or authorized for their payment or contesting the existence of the Board or the title of any of its members or officers to their respective offices (but in lieu of such certificate, the Secretary may accept certificates by bond counsel and the Board's counsel acceptable to it in form and substance, that in their opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of any plaintiffs therein are without merit).

5. This Agreement is made solely for the benefit of you and the Secretary (including his successors in office or authority) and no other person shall acquire or have any right hereunder or by virtue hereof. All of your representations, warranties, and agreements in this Agreement shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Secretary and of delivery of and payment for the Bonds hereunder.

6. This Agreement shall become effective upon the execution of the acceptance hereof by the Chairman of the Board, and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

SECRETARY OF HEALTH, EDUCATION,  
AND WELFARE

By \_\_\_\_\_

Accepted:

This \_\_\_\_\_ day of \_\_\_\_\_, 1976.

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

By \_\_\_\_\_  
Chairman, Board of Regents

ATTEST:

\_\_\_\_\_  
Secretary, Board of Regents

(SEAL)

Exhibit "A"

PROJECT NUMBER: 06-C-48-124-0-00-0

STATE: Texas

FACILITY: Central Food Service Facility

DIRECT LOAN AGREEMENT

WHEREAS, Board of Regents of The University of Texas System  
(legal name of public agency)

(hereinafter referred to as the "Borrower"), is a public agency which has\*, jointly with \_\_\_\_\_,\*  
(legal name of private nonprofit hospital)

filed with the Secretary of Health, Education, and Welfare (hereinafter referred to as the "Secretary") application forms, Project No. 06-C-48-124-0-00-C, dated July 31, 1975 (hereinafter referred to as the "Application"), for a direct loan under Title VI of the Public Health Service Act (42 U.S.C. 291 et seq., hereinafter referred to as the "Act"), which Application has been approved by the Secretary:

The Secretary hereby offers to make to the Borrower a loan to meet part of the cost of eligible construction of the project described in the Application.

1. Upon written acceptance by the Borrower in the space provided below and subject to the terms and conditions set forth herein, the Secretary agrees to make a direct loan to the Borrower in an amount equal to the lesser of (i) \$ 4,770,000.00, or (ii) an amount which, when added to any other financial assistance provided under the Act for the construction project with respect to which such loan is made, equals 90 per centum of the eligible cost of construction of such project, as determined by the Secretary in accordance with the Act and the implementing program regulations (42 CFR Part 53, hereinafter referred to as the "Regulations").

2. The commitment of the Secretary described in paragraph 1 above shall be subject to the following terms and conditions:

a. The project with respect to which the loan is made shall be placed under contract within 12 months from the date of execution of this Agreement, unless a longer time is approved by the Secretary, but in no case to exceed 18 months. The project

shall be constructed to completion in accordance with the applicable provisions of the Act and the Regulations and with plans and specifications and the terms, conditions, and assurances set forth in the Application, which Application is attached hereto as Appendix A and is hereby incorporated by reference and made a part of this Agreement as though fully set forth herein.

b. The principal amount of the loan, together with interest thereon at the rate per annum to be established by the Secretary at the time of closing of the loan, shall be repayable over a period of not to exceed 25 years, beginning on the date of closing of the loan, as follows:

(i) Interest on the unpaid principal balance of the loan from the date of closing, at the rate so specified by the Secretary, shall be payable semiannually each year on dates fixed by the Secretary at or prior to the time of loan closing.

(ii) The principal of the loan shall be repayable in installments, in amounts prescribed by the Secretary, beginning on a date fixed by the Secretary falling between the second and third anniversaries of the closing of the loan and continuing annually thereafter on the same date until the loan is fully paid, except that the final installment(s) plus accrued interest (if not sooner paid) shall be due and payable on a date fixed by the Secretary not later than the 25th anniversary of the closing of the loan: Provided, however, that upon request of the Borrower the Secretary may, at or prior to the time of loan closing, fix a date for the repayment of the first annual installment not later than 11 month(s) following the third anniversary of the closing of the loan.

c. The loan made pursuant to this Agreement shall be evidenced by bonds or other similar instruments of debt (hereinafter called "bonds"), which shall have terms and provisions and be in form and substance acceptable to the Secretary, shall be in denominations of \$5,000 each unless a smaller denomination is prescribed by the Secretary, and shall be secured by such security as the Secretary finds reasonably sufficient to insure repayment, which bonds, together with any security instruments, shall be delivered to the Secretary at the time of loan closing. Bonds maturing during a period determined by the Secretary, not in excess, however, of the first 10 years following the closing of the loan, shall be in serial form, and bonds issued for the remaining years shall be term bonds maturing on a date fixed by the Secretary for payment of the final

## Direct Loan Agreement

installment of the loan. The bonds shall be noncallable by the Borrower for the above period determined by the Secretary from the date of closing, and for the remaining years the term bonds shall be callable by lot by the Borrower or its trustee or other fiduciary, and during the remaining years there shall be an annual call for redemption pursuant to a mandatory annual sinking fund in amounts determined by the Secretary in accordance with 2b(ii) above. To the extent that any call is made beyond amounts necessary to fulfill the annual sinking fund requirements, such call may be made at such premiums as may be prescribed by the Secretary and stated in the trust indenture or similar instrument.

d. The Secretary may at any time sell and assign the bonds and guarantee the payment thereof, and in such case, though the bonds are not held by the Secretary, all payments thereon shall continue to be paid to the Secretary as collection agent for the purchaser. Where the Secretary has sold and guaranteed the bonds and incurs any loss by reason of the Borrower's default, the Secretary shall be subrogated to all rights of the purchaser of such bonds for recovery of such loss from the Borrower.

e. If the Borrower shall default in making payment, when due, of the principal and interest on the loan made pursuant to this Agreement, and such default is not cured within 90 days after the happening thereof, the Secretary shall have the right to declare the entire unpaid principal amount of the loan, plus interest accrued and unpaid, due and payable immediately and to proceed to collect such unpaid amount in any manner provided by law.

f. Closing of any loan made pursuant to this Agreement shall be accomplished prior to the beginning of construction on the project, and shall be held at such time and place as may be specified by the Secretary.

g. Construction on the project shall begin not later than 30 days after closing on the loan: Provided, however, that in the event of flood, earthquake, windstorm or other act of God, labor difficulties, fire or other similar happening, upon request of the Borrower the Secretary may, if he finds such act of God or other happening of sufficient severity to constitute just cause for postponing the beginning of construction, approve a delay in construction beyond the thirty days.

Direct Loan Agreement

h. This Agreement shall be subject to the provisions of the Act and the Regulations, and any further regulations of the Secretary not inconsistent with the express provisions hereof.

The Secretary of Health, Education, and Welfare

By: Floyd A. Norman

Typed Name: Floyd A. Norman, M.D.

Title: Regional Health Administrator  
Region VI

Date: February 13, 1976

ACCEPTANCE BY BORROWER:  
Board of Regents of The  
University of Texas System  
(Name of Borrower)

By: \_\_\_\_\_

Typed Name: R. S. Kristoferson  
Director, Office of Facilities  
Title: Planning and Construction

Date: February 13, 1976

(Where Applicable:)

I hereby acknowledge receipt of an executed copy of this Direct Loan Agreement, and understand its terms and effect.

\_\_\_\_\_  
(name of co-applicant non-profit private institution)

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments:  
Appendix A (Application)

- b. It is further recommended that \$4,770,000 Board of Regents of The University of Texas System, The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, Hospital Revenue Bonds, Subordinate Lien Series 1976, be issued to the U. S. Government, Secretary of Health, Education, and Welfare under the Hill-Burton Program at interest rates to be established in accordance with the Government's formula at its bimonthly setting of May 4, 1976. This rate will be reported at the Regents' meeting. (Pages B of R 38-49)
- c. Formal designation of City National Bank of Austin, Austin, Texas, Paying Agent and Registrar
- d. Recommendation of award to print bonds based on results of the bids to be opened on May 13, 1976, at 10:00 a. m. , C. D. T. (The Administration's recommendations will be distributed at the meeting.)

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM  
THE UNIVERSITY OF TEXAS  
M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE AT HOUSTON  
HOSPITAL REVENUE BONDS, SUBORDINATE LIEN SERIES 1976  
\$4,770,000

AWARD OF CONTRACT FOR PRINTING THE BONDS.--Attached is a tabulation of the bids received and publicly opened and tabulated at 10:00 A.M., CDT, on May 13, 1976, in accordance with specifications previously furnished companies bidding on University issues in recent years.

It is recommended by the Associate Deputy Chancellor for Investments, Trusts and Lands, joined by the Deputy Chancellor, that the bid of Helms Printing Company, Inc., Dallas, Texas, be accepted for printing bonds with lithographed borders, as set out in the specifications, for the sum of \$734.50, there being one interest rate.



BIDS FOR PRINTING BONDS

\$4,770,000

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM  
 THE UNIVERSITY OF TEXAS  
 M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE AT HOUSTON  
 HOSPITAL REVENUE BONDS, SUBORDINATE LIEN SERIES 1976

Tabulation of Bids Received  
 May 13, 1976 - 10:00 a.m., CDT

Bidder	One-Coupon Rate	Number of Working Days
Helms Printing Company, Inc. 2710 Swiss Avenue Dallas, Texas 75204	\$734.50	12
Hart Graphics & Office Centers, Inc. 8000 Shoal Creek Blvd. Austin, Texas 78758	\$790.00	15

RESOLUTION AUTHORIZING THE ISSUANCE OF BOARD OF  
 REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE  
 UNIVERSITY OF TEXAS M. D. ANDERSON HOSPITAL AND  
 TUMOR INSTITUTE AT HOUSTON, HOSPITAL REVENUE  
BONDS, SUBORDINATE LIEN SERIES 1976, \$4,770,000

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

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

Section 1. That said Board's negotiable, serial bonds to be designated the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY OF TEXAS M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE AT HOUSTON, HOSPITAL REVENUE BONDS, SUBORDINATE LIEN SERIES 1976, are hereby authorized to be issued, sold, and delivered in the principal amount of \$4,770,000, for the purpose of providing part of the funds to acquire and construct a Central Services and Administration Building and related equipment and facilities, for and on behalf of The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, to provide centralized hospital food services and facilities.

Section 2. That said bonds shall be dated JULY 1, 1976, shall be numbered consecutively from 1 THROUGH 954, shall be in the denomination of \$5,000 EACH, and shall mature and become due and payable serially on JULY 1 in each of the years, and in the amounts, respectively, as set forth in the following schedule:

<u>YEARS</u>	<u>AMOUNTS</u>	<u>YEARS</u>	<u>AMOUNTS</u>
1979	\$105,000	1984	\$145,000
1980	110,000	1985	155,000
1981	115,000	1986	165,000
1982	125,000	****	*****
1983	135,000	2000	3,715,000

Said bonds may or shall be redeemed prior to their scheduled maturities, on the dates stated, and in the manner provided, in the FORM OF BOND set forth in this Resolution.

Section 3. That said bonds shall bear interest from their date until maturity or redemption at the rate of \_\_\_\_\_ % per annum, which shall be payable on the dates stated and in the manner provided in the FORM OF BOND set forth in this Resolution.

Section 4. That said bonds shall be payable, shall have the characteristics, and shall be signed, executed, and sealed, all as provided, and in the manner indicated, in the FORM OF BOND set forth in this Resolution.

Section 5. That the form of said bonds, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and endorsed on each of said bonds, shall be, respectively, substantially as follows:

FORM OF BOND

NO. \_\_\_\_\_

\$5,000

UNITED STATES OF AMERICA  
STATE OF TEXAS

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, THE UNIVERSITY  
OF TEXAS M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE AT HOUSTON,  
HOSPITAL REVENUE BOND,  
SUBORDINATE LIEN SERIES 1976

ON JULY 1, \_\_\_\_\_, the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM (the "Board"), for value received, hereby promises to pay to the order of the United States of America, Secretary of Health, Education, and Welfare or his or her successor (the "Payee"), but solely from the sources and in the manner hereinafter set forth, the principal amount of FIVE THOUSAND DOLLARS (\$5,000), upon presentation and surrender of this bond at the CITY NATIONAL BANK OF AUSTIN, AUSTIN, TEXAS, which place shall be the paying agent and also the Registrar for this Series of bonds. The Board also promises to pay to the Payee interest on said principal amount from the date hereof at the rate of \_\_\_\_\_% per annum, until payment of such principal amount, with such interest being payable on JANUARY 1, 1977, and semiannually thereafter on each JULY 1 and JANUARY 1 while this bond is outstanding.

BOTH THE PRINCIPAL OF AND INTEREST ON THIS BOND are payable in lawful money of the United States of America, without exchange or collection charges to the Payee. The interest on this bond shall be paid by check or draft drawn by the Board payable to the Payee, and mailed by registered or certified mail to the address designated in writing to the Registrar by the Payee, which address must be on file with the Registrar at least two weeks prior to each interest payment date, with the address initially designated by the Payee being the Parklawn Building, Rockville, Maryland.

IF THE PAYEE SELLS THIS BOND, he or she shall act as the agent for the purchaser or holder in collecting such payments of principal and interest and remitting them to such purchaser or holder.

THIS BOND is one of a Series of bonds dated JULY 1, 1976, issued by the Board in the principal amount of \$4,770,000, for the purpose of providing part of the funds to acquire and construct a Central Services and Administration Building and related equipment and facilities, for and on behalf of The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, to provide centralized hospital food services and facilities.

ON JULY 1, 1986, or on any interest payment date thereafter, the outstanding bonds of this Series may be redeemed prior to their scheduled maturities, at the option of the Board, in whole or in part, for the principal amount thereof and accrued interest to date of redemption; and the bonds of this Series maturing on July 1, 2000, are subject to mandatory redemption prior to maturity in part, with the particular bonds to be redeemed to be selected by lot by the Board, on July 1 in each of the years, and in the amounts, respectively, as follows:

<u>YEARS</u>	<u>AMOUNTS</u>	<u>YEARS</u>	<u>AMOUNTS</u>
1987	\$175,000	1994	\$265,000
1988	185,000	1995	280,000
1989	195,000	1996	300,000
1990	210,000	1997	320,000
1991	220,000	1998	340,000
1992	235,000	1999	360,000
1993	250,000		

At least thirty days prior to the date fixed for any such redemption the Board shall cause a written notice of such redemption (a) to be mailed by registered or certified mail to the Payee at the address at which interest payments on this bond are otherwise required to be mailed, and (b) to be published at least once in a financial publication published in The City of New York, New York. By the date fixed for any such redemption due provision shall be made with the paying agent for the payment of the principal amount of the bonds which are to be so redeemed and accrued interest thereon to the date fixed for redemption, and the Payee shall surrender this bond for payment of such principal and interest by the date fixed for redemption. If such written notice of redemption is given and published, and if due provision for such payment is made, all as provided above, the bonds which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid by the paying agent with the funds so provided for such payment.

IT IS HEREBY certified, recited, and covenanted that this bond and the Series of which it is a part have been duly and validly authorized, issued and delivered in accordance with the Constitution and laws of the State of Texas, including Chapter 55, Texas Education Code; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this bond have been performed, existed, and been done in accordance with law; and that the interest on and principal of this bond and the Series of which it is a part, are secured by and payable from an irrevocable lien on and pledge of the surplus "Gross Revenues of the Hospital Facilities" of The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, as defined and described in the Resolution authorizing this Series of bonds, with said lien and pledge being subject and subordinate only to the irrevocable prior first lien on and pledge of the "Gross Revenues of the Hospital Facilities" heretofore created in favor of the "First Lien Bonds", and all deposits and payments required by the resolutions authorizing the issuance of the "First Lien Bonds", as described and defined in the Resolution authorizing this Series of bonds.

THE HOLDER HEREOF shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation, or from any source whatsoever other than the aforesaid surplus "Gross Revenues of the Hospital Facilities".

IN WITNESS WHEREOF, this bond has been signed with the facsimile signature of the Chairman of said Board, and countersigned with the facsimile signature of the Secretary of said Board, and the official seal of said Board has been duly impressed, or placed in facsimile, on this bond.

XXXXXXXXX  
 \_\_\_\_\_  
 Secretary, Board of Regents,  
 The University of Texas System

XXXXXXXXX  
 \_\_\_\_\_  
 Chairman, Board of Regents,  
 The University of Texas System.

FORM OF REGISTRATION CERTIFICATE:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

XXXXXXXXX  
\_\_\_\_\_  
Comptroller of Public Accounts of  
the State of Texas.

Section 6. That as hereinafter used in this Resolution the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

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

The term "First Lien Bonds" shall mean collectively (a) the Board of Regents of The University of Texas System, The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, Endowment and Hospital Revenue Bonds, Series 1972 (the "Series 1972 Bonds") authorized by the resolution adopted by the Board on September 11, 1972, (b) the Board of Regents of The University of Texas System, The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, Endowment and Hospital Revenue Bonds, Series 1976 (the "Series 1976 Bonds") authorized by the resolution adopted by the Board on May 14, 1976, and (c) all "Additional Bonds" issued in the future as defined and permitted in said resolutions authorizing the Series 1972 Bonds and the Series 1976 Bonds.

The term "Bonds" shall mean the subordinate lien revenue bonds authorized by this Resolution.

The term "Institute" shall mean The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, and its substations, as defined and provided for in Sections 73.101 through 73.111, Texas Education Code.

The term "Project" shall mean the Central Services and Administration Building and related equipment and facilities to provide centralized hospital food services and facilities, to be acquired and constructed, for and on behalf of the Institute, in part with the proceeds from the sale of the Bonds.

The term "Hospital Facilities" shall mean all of the land, hospitals, clinics, substations, buildings, structures, equipment, services, and other facilities of every nature whatsoever owned or operated by the Institute, or by the Board, or The University of Texas System, for and on behalf of the Institute, which are used for or related to the diagnosis and/or treatment of patients, including specifically (a) the existing clinic and the approximately 250 bed hospital located in the Texas Medical Center in the City of Houston, and the approximately 288 bed hospital addition and clinic which were acquired, constructed, and equipped with the proceeds from the sale of the Series 1972 Bonds, (b) the Project, and (c) any and all future improvements, enlargements, and additions to any of the foregoing, and replacements thereof, acquired or constructed from any

sources, including the issuance of any "Additional Bonds" in the future as defined and permitted in the resolutions authorizing the First Lien Bonds.

The terms "Gross Revenues of the Hospital Facilities" or "Gross Revenues" shall mean all of the revenues, income, rentals, rates, fees, and charges of every nature derived by the Institute, or by the Board, or The University of Texas System, from the operation and/or ownership of the Hospital Facilities (but specifically excluding any legislative General Revenue Fund appropriations from the State Treasury).

The term "Current Expenses" shall mean all necessary operating expenses, current maintenance charges, expenses of reasonable upkeep and repairs, properly allocated share of charges for insurance and all other expenses incident to the operation and maintenance of the Hospital Facilities, but shall exclude depreciation and all general administrative, overhead, teaching, study, and research expenses of the Institute.

Section 7. That the Bonds and the interest thereon, are and shall be secured by and payable from an irrevocable lien on and pledge of the surplus Gross Revenues of the Hospital Facilities, subject and subordinate only to the prior first lien on the Gross Revenues of the Hospital Facilities heretofore created in favor of the First Lien Bonds and all deposits and payments required by the resolutions authorizing the issuance of the First Lien Bonds.

Section 8. That there have been created and there shall be maintained, pursuant to the resolutions authorizing the First Lien Bonds and this Resolution, on the books of the Board a separate account or accounts which individually or collectively shall be known as the "Endowment and Hospital Revenue Bonds Revenue Fund" (herein called the "Revenue Fund"). All collections of the Gross Revenues of the Hospital Facilities shall be credited to the Revenue Fund immediately upon receipt.

Section 9. That for the sole purpose of paying the principal of and interest on the Bonds as the same come due, there is hereby created and there shall be established at the City National Bank of Austin, Austin, Texas, a separate fund to be entitled the "Subordinate Lien Hospital Revenue Bonds Interest and Sinking Fund" (herein called the "Interest and Sinking Fund").

Section 10. That there is hereby created and there shall be established at the City National Bank of Austin, Austin, Texas, a separate fund to be entitled the "Subordinate Lien Hospital Revenue Bonds Reserve Fund" (herein called the "Reserve Fund"). The Reserve Fund shall be used finally in retiring the last of the outstanding Bonds, or for paying principal of and interest on any Bonds when and to the extent the amount in the Interest and Sinking Fund is insufficient for such purpose.

Section 11. That money in any Fund maintained pursuant to this Resolution may, at the option of the Board, be placed in time deposits or be invested in direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, including, but not limited to, evidences of indebtedness issued, insured, or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, United States Postal Service, Farmers

Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, Federal Housing Association, or Participation Certificates in the Federal Assets Financing Trust; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued in terms of current market value as of the last day of February and August of each year. Interest and income derived from such deposits and investments shall be credited to the Fund from which the deposit or investment was made and shall be used only for the purpose or purposes for which such Fund is required or permitted to be used. Such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds or Additional Bonds.

Section 12. That money in all Funds maintained pursuant to this Resolution, to the extent not invested, shall be secured in the manner prescribed by law for securing funds of the Board, in principal amounts at all times not less than the amounts of money credited to such Funds, respectively.

Section 13. (a) That on or before December 25, 1976, and semiannually on or before each June 25th and December 25th thereafter, the Board shall make all deposits and payments required by the resolutions authorizing the issuance of the First Lien Bonds; and all deposits and payments required by this Resolution shall be made and paid, subject and subordinate to all deposits and payments required by the resolutions authorizing the issuance of the First Lien Bonds. It is specifically recognized that the Board has the power to authorize "Additional Bonds" as permitted by the resolutions authorizing the issuance of the First Lien Bonds, and that said "Additional Bonds" if and when issued, shall constitute First Lien Bonds for all purposes.

(b) That immediately after the delivery of the Bonds the Board shall deposit any accrued interest to the credit of the Interest and Sinking Fund.

(c) That the Board shall transfer from the surplus Gross Revenues of the Hospital Facilities in the Revenue Fund remaining after all deposits and payments have been made as required by the resolutions authorizing the First Lien Bonds and deposit to the credit of the Interest and Sinking Fund the amounts, at the times, as follows:

(1) on or before December 26, 1976, and semiannually on or before each June 26th and December 26th thereafter, an amount which will be sufficient, together with other amounts, if any, then on hand in the Interest and Sinking Fund and available for such purpose, to pay the interest scheduled to accrue and come due on the Bonds on the next succeeding interest payment date; and

(2) on or before December 26, 1978, and semiannually on or before each June 26th and December 26th thereafter, to and including June 26, 1986, and on or before December 26, 1999, and on or before June 26, 2000, an amount sufficient, together with other amounts, if any, then on hand in the Interest and Sinking Fund and available for such purpose, to pay one-half of the principal scheduled to mature and come due on the Bonds on the next succeeding July 1.

(d) on or before December 26, 1986, and semiannually on or before each June 26th and December 26th thereafter, to and



including June 26, 1999, such amounts, in equal semiannual installments, as will be sufficient to accumulate and provide annually, by June 26 of each year, the aggregate amounts, respectively, in each of the years, respectively, as follows:

<u>AMOUNTS</u>	<u>YEARS</u>	<u>AMOUNTS</u>	<u>YEARS</u>
\$175,000	1987	\$265,000	1994
185,000	1988	280,000	1995
195,000	1989	300,000	1996
210,000	1990	320,000	1997
220,000	1991	340,000	1998
235,000	1992	360,000	1999
250,000	1993		

and the amounts so specified, respectively, shall be used by the Board on the next succeeding July 1, to retire and cancel a like principal amount of outstanding Bonds scheduled to mature on July 1, 2000, (with accrued interest to be paid from the deposit under (c)(1) above), by redemption, prior to maturity, in the manner provided for mandatory redemption in the FORM OF BOND set forth in this Resolution; and the Board shall select the particular Bonds to be redeemed by lot, call such Bonds for redemption, give the required notice of redemption at least thirty days prior to each such July 1, and redeem such Bonds on each such July 1.

Section 14. On or before December 26, 1976, and semiannually on or before each June 26th and December 26th thereafter, there shall be deposited into the Reserve Fund an amount equal to 1/10th of the average annual principal and interest requirements of the Bonds until there has been accumulated in the Reserve Fund an amount at least equal to the average annual principal and interest requirements of the Bonds (the "Required Amount"). No deposits shall be required to be made into the Reserve Fund as long as the money and investments in the Reserve Fund are at least equal to the Required Amount, but if and whenever the Reserve Fund is reduced below said Required Amount, such deposits shall be resumed and continued until such time as the Reserve Fund has been restored to said Required Amount. So long as the Reserve Fund contains said Required Amount, any surplus in the Reserve Fund over said Required Amount shall be transferred and deposited into the Interest and Sinking Fund.

Section 15. (a) That if on any occasion there shall not be sufficient surplus Gross Revenues to make the required deposits into the Interest and Sinking Fund and the Reserve Fund, then such deficiency shall be made up as soon as possible from the next available surplus Gross Revenues, or from any other sources available for such purpose. This subsection shall in no event be construed as relieving the Board of its obligation to comply with the provisions of Section 19(j) hereof.

(b) That, subject to making the required deposits and payments when and as required by the resolutions authorizing the issuance of the First Lien Bonds and this Resolution, any remaining surplus Gross Revenues of the Hospital Facilities in the Revenue Fund may be used for any lawful purpose.

Section 16. On or before December 26, 1976, and semiannually on or before the 26th day of each June and December thereafter while any of the Bonds are outstanding and unpaid, the Board shall (a) mail to the Payee of the Bonds and the interest



accruing and coming due on the Bonds (excepting any which have been called for redemption prior to maturity) on the January 1 or July 1 immediately following; and (b) make available to the paying agent therefor money sufficient to pay such principal of the Bonds as will accrue or mature or be redeemed prior to maturity on the January 1 or July 1 immediately following.

Section 17. That at such times as the aggregate amount of money and investments in the Interest and Sinking Fund and the Reserve Fund are at least equal in market value to (1) the aggregate principal amount of all unpaid (unmatured and matured) outstanding Bonds, plus (2) the aggregate amount of all unpaid interest on such Bonds, no further deposits need be made into the Interest and Sinking Fund or Reserve Fund. In determining the amount of such Bonds and interest outstanding at any time, there shall be subtracted and excluded the amount of any such Bonds and interest thereon which shall have been duly called for redemption and for which funds shall have been deposited with the paying agent therefor sufficient for such redemption.

Section 18. That the Bonds and the interest thereon will constitute special obligations of the Board payable solely from the surplus Gross Revenues, and the holders of the Bonds shall never have the right to demand payment out of funds raised or to be raised by taxation.

Section 19. The Board further covenants and agrees that:

(a) It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution, and in each and every Bond; that it will promptly pay or cause to be paid from the surplus Gross Revenues the principal of and interest on every Bond, on the dates and in the places and manner prescribed in such resolutions and Bonds; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited from the surplus Gross Revenues the amounts required to be deposited into the Interest and Sinking Fund and the Reserve Fund; and any holder of the Bonds may require the Board, its officials and employees, and any appropriate official of the State of Texas, to carry out, respect, or enforce the covenants and obligations of this Resolution, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the Board, its officials and employees, or any appropriate official of the State of Texas.

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

(c) It lawfully owns and is lawfully possessed of the lands, buildings, and facilities constituting the Hospital Facilities, except for the Project, which it will acquire, construct, and own, and has a good and indefeasible estate in such lands, buildings, and facilities in fee simple, that it warrants

that it has, and will defend, the title to all the aforesaid lands, buildings, and facilities, and every part thereof, for the benefit of the holders and owners of the Bonds against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the surplus Gross Revenues to the payment of the Bonds in the manner prescribed herein, and has lawfully exercised such rights.

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

(e) That while the Bonds are outstanding and unpaid it will continuously and efficiently operate and maintain the Hospital Facilities in good condition, repair, and working order, and at a reasonable cost. The Board also covenants and agrees that the Current Expenses of the Hospital Facilities shall be paid from the general funds of the Institute in the same manner as the expenses of operation and maintenance of general facilities of the Institute, or be paid from any other general sources or general funds lawfully available to the Institute or the Board for such purpose, or to the extent such foregoing sources and funds are not available or sufficient, be paid from surplus Gross Revenues in the Revenue Fund, all as required and permitted by the resolutions authorizing the First Lien Bonds and this Resolution.

(f) That while the Bonds are outstanding and unpaid, the Board shall not additionally encumber the Gross Revenues in any manner, except as permitted in this Resolution in connection with "Additional Bonds" (which shall become First Lien Bonds) issued pursuant to the resolutions authorizing the issuance of First Lien Bonds, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Resolution. It is further covenanted, however, that the Board shall not issue any such "Additional Bonds" as First Lien Bonds unless the State Auditor of the State of Texas, or any certified public accountant, signs a written certificate to the effect that, during either the next preceding University of Texas System fiscal year, or any twelve consecutive calendar month period ending not more than ninety days prior to the adoption of the resolution authorizing the issuance of the then proposed "Additional Bonds", the Gross Revenues of the Hospital Facilities were at least equal to six times the average annual principal and interest requirements of all the First Lien Bonds and the Bonds to be outstanding after the issuance of the then proposed "Additional Bonds".

(g) That while the Bonds are outstanding and unpaid, the Board shall not sell, convey, mortgage, or in any manner transfer

title to, or lease, or otherwise dispose of the Hospital Facilities, or any significant or substantial part thereof; provided that whenever the Board deems it necessary to dispose of any furnishings and equipment, it may sell or otherwise dispose of such furnishings and equipment when it has made arrangements to replace the same or provide substitutes therefor.

(h) That at all times hereafter the Board shall procure boiler explosion insurance on all boilers servicing the Hospital Facilities in an amount not less than \$50,000 against loss suffered by reason of a boiler explosion. Further, at all times hereafter the Board shall procure fire and extended coverage insurance on the Hospital Facilities. The foregoing boiler explosion and fire and extended coverage insurance shall be maintained so long as any Bonds are outstanding and such fire and extended coverage insurance shall be in amounts at least sufficient to provide for full recovery to the extent that the damage does not exceed 80% of full insurable value. Such insurance shall be carried with a reliable insurance company or companies. In lieu of providing fire and extended coverage insurance as required above, the Board may, at its option, provide the equivalent of such insurance under its general System-wide Fire and Extended Coverage Insurance policy, subject to a deductible provision which is reasonable in amount, provided the Board establishes and maintains a special account containing funds which are at least sufficient to offset said deductible amount and which are immediately available for such purpose. Upon the happening of any loss or damage covered by such insurance from one or more of said causes, the Board shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the Board. The proceeds of insurance covering such property, together with any other funds necessary and available for such purpose, shall be used forthwith by the Board for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the Hospital Facilities shall be used promptly as provided in Section 22(h) (1), (2), and (3) of the resolutions authorizing the issuance of the First Lien Bonds. To the extent any such proceeds then remain, they shall be used as follows:

(1) for the redemption prior to maturity of the Bonds; or

(2) if none of the outstanding Bonds is subject to redemption, then for the purchase on the open market and retirement of said Bonds to the extent practicable; provided that the purchase price for any such Bond shall not exceed the redemption price for such Bond on the first date upon which it becomes subject to redemption; or

(3) to the extent that the foregoing clauses (1) and (2) cannot be complied with at the time, the insurance proceeds, or the remainder thereof, shall be deposited in a special and separate trust fund, at an official depository of the Board, to be designated the Subordinate Lien Insurance Account. The Subordinate Lien Insurance Account shall be held until such time as the foregoing clauses (1) and/or (2) can be complied with.

(i) The annual audit hereinafter required shall contain a section commenting on whether or not the Board has complied with the requirements of this Section with respect to the maintenance of insurance, and listing all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(j) The Board will fix, establish, maintain, and collect such rentals, rates, charges, and fees for the use and availability of the Hospital Facilities as are necessary to produce Gross Revenues of the Hospital Facilities sufficient, together with any other available resources, to pay all Current Expenses of the Hospital Facilities, and sufficient, together with any other revenues pledged to the payment of the First Lien Bonds, to make all payments and deposits required to be made by the resolutions authorizing the First Lien Bonds, and to make all payments and deposits required to be made into the Interest and Sinking Fund and the Reserve Fund, in connection with the Bonds, as provided in this Resolution.

(k) Proper books of records and account will be kept in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the Gross Revenues, and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any bondholder.

(l) That each year while any of the Bonds are outstanding, an audit will be made of its books and accounts relating to the Gross Revenues by the State Auditor of the State of Texas, or any certified public accountant, such audit to be based on the fiscal year of The University of Texas System. As soon as practicable after the close of each such fiscal year, and when said audit has been completed and made available to the Board, a copy of such audit for the preceding fiscal year shall be mailed to all bondholders who shall so request in writing. Such annual audit reports shall be open to the inspection of the bondholders and their agents and representatives at all reasonable times.

(m) That the Board covenants to and with the purchasers of the Bonds that it will make no use of the proceeds of the Bonds at any time throughout the term of this issue of Bonds which, if such use had been reasonably expected on the date of delivery of the Bonds to and payment for the Bonds by the purchasers, would have caused the Bonds to be arbitrage bonds within the meaning of Section 103(d) of the Internal Revenue Code of 1954, as amended, or any regulations or rulings pertaining thereto; and by this covenant the Board is obligated to comply with the requirements of the aforesaid Section 103(d) and all applicable and pertinent Department of the Treasury regulations relating to arbitrage bonds. The Board further covenants that the proceeds of the Bonds will not otherwise be used directly or indirectly so as to cause all or any part of the Bonds to be or become arbitrage bonds within the meaning of the aforesaid Section 103(d), or any regulations or rulings pertaining thereto.

Section 20. That immediately after the sale and delivery of the Bonds, the Board shall deposit all of the proceeds from the sale and delivery of the Bonds (excluding accrued interest) into a special Construction Fund, which is hereby created and shall be established and maintained at an official depository bank of the Board (which must be a member of the Federal Deposit Insurance Corporation). The Construction Fund shall be

used solely to pay costs of acquiring and constructing the Project which are eligible under Title 6 of the United States Public Health Service Act, as amended by United States Public Law No. 91-296. Any surplus in the Construction Fund remaining after completion of the Project shall be deposited to the credit of the Interest and Sinking Fund and shall reduce, to the extent of such deposit, the amounts which otherwise would be required to be deposited therein.

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

Section 22. That the Bonds are hereby sold and shall be delivered to the United States of America, acting by and through the Secretary of the Department of Health, Education, and Welfare, for the price of par and accrued interest to the date of delivery.

- 
4. PERMANENT UNIVERSITY FUND BONDS, NEW SERIES 1976 - RECOMMENDATION FOR SALE OF ISSUE; APPOINTMENT OF BOND COUNSEL; AND ESTABLISHMENT OF AN ACCOUNT FOR MISCELLANEOUS COSTS. --It is recommended by the Deputy Chancellor and the Associate Deputy Chancellor for Investments, Trusts and Lands that Permanent University Fund Bonds, New Series 1976, be issued in the maximum amount permitted by law, estimated to be \$16,000,000. As in the past, officials of The Texas A&M University System have indicated their desire to join with The University of Texas System in advertising and receiving bids on their respective bond issues. The Board of Regents of The Texas A&M University System will meet separately to award its bonds.

It is further recommended that the firm of Vinson, Elkins, Searls, Connally & Smith be named as Bond Counsel; that the bids for the sale of the bonds, paying agency and printing be submitted to the Board of Regents at the next regular meeting of the Board; and that an account be established in the amount of \$20,000 for Miscellaneous Costs - Permanent University Fund Bonds, New Series 1976, for the purpose of paying Bond Counsel fees, printing of the bonds, postage and other miscellaneous costs of the issue, same to be paid out of bond proceeds.

**D. RECESS FOR MEETINGS OF COMMITTEES**

1. System Administration Committee - Committee  
Chairman Williams
2. Academic and Developmental Affairs Committee -  
Committee Chairman (Mrs.) Johnson
3. Buildings and Grounds Committee - Committee  
Chairman Bauerle
4. Medical Affairs Committee - Committee Chairman  
Nelson
5. Land and Investment Committee - Committee  
Chairman Clark
6. Committee of the Whole
  - a. Open Session
  - b. Executive Session. --The Board of Regents will resolve  
into Executive Session of the Committee of the Whole  
pursuant to Article 6252-17, Sections 2 (e) and (g),  
V. T. C. S. for the discussion of:
    - (1) Contemplated and/or Pending Litigation
    - (2) Personnel Matters

# **System Administration Committee**

SYSTEM ADMINISTRATION COMMITTEE  
Committee Chairman Williams, Presiding

Date: May 14, 1976

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

Place: Main Building, Suite 212  
U. T. Austin  
Austin, Texas

	<u>Page</u> <u>SAC</u>
1. U. T. Arlington, U. T. Austin, U. T. Dallas, U. T. El Paso, Dallas Health Science Center and its Dallas Southwestern Medical School, Galveston Medical Branch (Galveston Medical School), Houston Health Science Center (Houston Medical School), San Antonio Health Science Center (San Antonio Medical School) and University Cancer Center (M. D. Anderson): Amendments to 1975-76 Budgets (7-B-76 and 8-B-76)	Below
2. U. T. Austin: Extension and Amendment of (a) Affiliation Agreement Between the Board of Regents and the Clayton Foundation for Research; and (b) Subsidiary Three Party Affiliation Agreements Among the Board of Regents, the Clayton Foundation for Research and (b-1) U. T. Austin Student Health Center and (b-2) Bexar County Hospital District (2-M-76)	10
3. U. T. El Paso: Revised Student Association Constitution (3-M-76)	16
4. University Cancer Center (M. D. Anderson) - Lutheran Hospital Addition and Outpatient Clinic Expansion: Recommended Award of Contracts for Base Bid "A" (General Furniture) and Base Bid "C" (Office Landscape Furniture) to Abel Contract Furniture and Equipment Company, Inc., Austin, Texas (4-M-76)	22

---

Submitted for formal approval are the following recommendations of System Administration:

1. U. T. Arlington, U. T. Austin, U. T. Dallas, U. T. El Paso, Dallas Health Science Center and its Dallas Southwestern Medical School, Galveston Medical Branch (Galveston Medical School), Houston Health Science Center (Houston Medical School), San Antonio Health Science Center (San Antonio Medical School) and University Cancer Center (M. D. Anderson): Amendments to the 1975-76 Budgets (7-B-76 and 8-B-76). --It is recommended by the appropriate chief administrative officers, concurred in by System Administration, that the amendments to the 1975-76 Budgets for The University of Texas at Arlington, The University of Texas at Austin, The University of Texas at Dallas, The University of Texas at El Paso, The University of Texas Health Science Center at Dallas and its Southwestern Medical School, The University of Texas Medical Branch at Galveston (Galveston Medical School), The University of Texas Health Science Center at Houston (Houston Medical School), The University of Texas Health Science Center at San Antonio (San Antonio Medical School) and The University of Texas System Cancer Center (M. D. Anderson) (Pages SAC 1 - 9 ) be approved.



THE UNIVERSITY OF TEXAS AT ARLINGTON  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
6.	Plant Funds - Purchase of Land			
	Transfer of Funds	From: Unappropriated Plant Funds - Interest on Bond Proceeds	To: Purchase of Land (Authorized November 4, 1966)	
	Amount of Transfer	\$ 300,000	\$ 300,000	---

THE UNIVERSITY OF TEXAS AT AUSTIN  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
29.	Auxiliary Enterprises - Intercollegiate Athletics for Men			
	Transfer of Funds	From: Intercollegiate Athletics for Men - Unappropriated Balance	To: Intercollegiate Athletics for Men Operating Budget - Other Expenses \$ 11,925 Longhorn Dining Hall - Salaries 1,134 Other Operating Expenses 7,623 Equipment 850	
	Amount of Transfer	\$ 21,532	<u>\$ 21,532</u>	---

THE UNIVERSITY OF TEXAS AT AUSTIN  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)  
 (Continued)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
30.	Plant Funds - Major Repair and Rehabilitation Projects Transfer of Funds	From: Available University Fund Unappropriated Balance (Allocation for Operations and Capital Improvements)	To: U. T. Austin - Major Repair and Rehabilitation Projects - Department of Microbiology	
	Amount of Transfer	\$472,000	\$ 472,000	---
31.	College of Business Administration - Office of the Dean Transfer of Funds	From: Available University Fund Unappropriated Balance (Allocation for Operations and Capital Improvements)	To: College of Business Administration - Office of the Dean - Classified Personnel \$ 20,550 Wages <u>6,500</u>	
	Amount of Transfer	\$ 27,050	<u>\$ 27,050</u>	---
32.	Library Transfer of Funds	From: Available University Fund Unappropriated Balance (Allocation for Operations and Capital Improvements)	To: Library - Wages	
	Amount of Transfer	\$ 50,000	\$ 50,000	---
33.	Auxiliary Enterprises - Student Government Transfer of Funds	From: Student Government Unappropriated Balance via Estimated Income	To: Student Government Operating Budget - Other Expenses	
	Amount of Transfer	\$ 2,911	\$ 2,911	---

SAC - 3

THE UNIVERSITY OF TEXAS AT AUSTIN  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)  
 (Continued)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
34.	Auxiliary Enterprises - U. T. Austin Student Publications			
	Transfer of Funds	From: Student Publications Unappropriated Balance via Estimated Income	To: Student Publications - Budgeted Expenses \$ 29,127 Increase in Balances <u>34,974</u>	
	Amount of Transfer	\$ 64,101	<u>\$ 64,101</u>	---

The pertinent sources of the increased income include \$47,900 from advertising, \$17,000 from contract printing (non-TSP publications); receipts from subscriptions are down \$7,000, and receipts from student fees are up \$5,700. The expenses are increased for wages by \$16,000 and for operating expenses by \$13,000. The excess income over these expenses is added to the ending fund balances (now estimated at \$290,000).

THE UNIVERSITY OF TEXAS AT DALLAS  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
7.	Carla W. Gray Natural Sciences and Mathematics	Research Scientist	Research Scientist	
	Salary Rate	\$ 11,868	\$ 15,000	4/1/76
	Source of Funds: Contracts and Grants			

THE UNIVERSITY OF TEXAS AT EL PASO  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status	Proposed Status	Effective Dates
6.	Plant Funds - Computers Transfer of Funds	From: Unappropriated Balance - Unexpended Plant Funds	To: Purchase of Computer (IBM 360, Model 65)	
	Amount of Transfer	\$ 538,000	\$ 538,000	---

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
57.	<u>Dallas Southwestern Medical School</u> James T. Willerson (Tenure) Internal Medicine Associate Professor	\$ 40,000	\$ 4,000	\$ 44,000	\$ 40,000	\$ 10,000	\$ 50,000	3/1/76
	Source of Funds: Unallocated Faculty Salaries and MSRDP							

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)  
 (Continued)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
58.	Randall K. Holmes (Tenure) Internal Medicine and Microbiology Associate Professor (Internal Medicine), Assistant Professor (Microbiology)	36,400	1,200	37,600	37,600	5,000	42,600	3/1/76
	Source of Funds: Unallocated Faculty Salaries and MSRDP							
59.	Donald W. Seldin (Tenure) Internal Medicine William Buchanan Professor of Medicine and Chairman	\$ 46,764	\$ 19,736	\$ 66,500	\$ 46,764	\$ 28,236	\$ 75,000	4/1/76
	Source of Funds: MSRDP							
	<u>Dallas Health Science Center</u>							
60.	Various Projects Transfer of Funds	From: Unappropriated Balance via Estimated Income			To: Staff Benefits -			
							\$ 300,000	
							800,000	
							300,000	
							900,000	
	Amount of Transfer		\$ 2,300,000				<u>\$ 2,300,000</u>	---

SAC - 6

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Galveston Medical School</u>								
7.	Joseph G. Bertrand (Non-tenure) Radiology Instructor Source of Funds: MSRDP	\$ 22,000	\$ 8,000	\$ 30,000	\$ 22,000	\$ 11,000	\$ 33,000	4/1/76
8.	Caroline W. Rowe (Non-tenure) Radiology Clinical Associate Professor Source of Funds: Radiology MSRDP Funds	24,467	---	24,467	29,090	---	29,090	4/1/76

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>Houston Medical School</u>								
14.	Mohammed Akhtor (Non-tenure) Pathology Assistant Professor Source of Funds: MSRDP	\$ 29,000	\$ 11,000	\$ 40,000	\$ 29,000	\$ 14,500	\$ 43,500	3/1/76

SAC - 7

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>San Antonio Medical School</u>								
5.	George A. Bannayan (Tenure) Pathology Associate Professor Source of Funds: MSRDP	\$ 40,000	\$ 11,000	\$ 51,000	\$ 40,000	\$ 13,000	\$ 53,000	4/1/76

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
<u>M. D. Anderson</u>								
6.	Karel A. Dicke (Non-tenure) Developmental Therapeutics Visiting Professor in Residence Source of Funds: Government Contract Funds	\$ 30,000	\$ ---	\$ 30,000	\$ 38,000	\$ ---	\$ 38 000	4/1/76

SAC - 8

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER  
 AMENDMENTS TO THE 1975-76 OPERATING BUDGET  
 Source of Funds - Departmental Appropriations  
 (Unless Otherwise Specified)  
 (Continued)

Item No.	Explanation	Present Status			Proposed Status			Effective Dates
		Salary Rate	Augmentation	Total Compensation	Salary Rate	Augmentation	Total Compensation	
	<u>M. D. Anderson</u>							
7.	Plant Funds Transfer of Funds							
			From: Unappropriated Balance via Estimated Income		To: Plant Funds - Remodel Existing Building (Project 703-291) - Allotment Account	\$ 2,198,100		
					Expansion of M. D. Anderson Hospital (Project 703-78) - Furnishings and Equipment	<u>2,801,900</u>		
	Amount of Transfer		\$ 5,000,000			<u>\$ 5,000,000</u>		---

SAC - 9



2. U. T. Austin: Extension and Amendment of (a) Affiliation Agreement Between the Board of Regents and the Clayton Foundation for Research; and (b) Subsidiary Three Party Affiliation Agreements Among the Board of Regents, the Clayton Foundation for Research and (b-1) U. T. Austin Student Health Center and (b-2) Bexar County Hospital District (2-M-76). --Upon request of the Clayton Foundation for Research to extend the below listed affiliation agreements for an additional five years, the following letter agreements have been executed by Chairman Shivers; and it is recommended that the Chairman's action in executing these agreements be approved and in all things ratified:

- a. Letter agreement amending and thereby extending the affiliation agreement between the Board of Regents of The University of Texas System for and on behalf of The University of Texas at Austin and the Clayton Foundation for Research, executed on April 8, 1971, and terminating April 7, 1976 (Pages SAC 10-11)
- b. Letter agreements amending and thereby extending the subsidiary three party affiliation agreements among the Board of Regents of The University of Texas System for and on behalf of The University of Texas at Austin, the Clayton Foundation and
  - (b-1) the Student Health Center of The University of Texas at Austin, executed April 14, 1971, terminating April 13, 1976 (Pages SAC 12-13 )
  - (b-2) Bexar County Hospital District, executed May 11, 1971, and terminating May 10, 1976 (Pages SAC 14-15 )



THE UNIVERSITY OF TEXAS SYSTEM  
BOARD OF REGENTS

ALLAN SHIVERS  
300 AUSTIN NATIONAL BANK BUILDING  
AUSTIN, TEXAS 78701

April 1, 1976

Clayton Foundation For Research  
West Loop National Bank Bldg., Suite 810  
2100 West Loop South  
Houston, Texas 77027

Attention: Mr. M. T. Launius, Jr.  
Trustee

RE: Affiliation Agreement between  
The Board of Regents of The  
University of Texas System for  
and on behalf of The University  
of Texas at Austin, and the  
Clayton Foundation For Research,  
Executed April 8, 1971.

Gentlemen:

As presently written, the above captioned agreement will expire upon the expiration of five years from the date of execution. By letter of February 24, 1976, addressed to Dr. Lorene Rogers, President, The University

of Texas at Austin, it has been proposed that such agreement be extended for an additional five-year period, and The University of Texas at Austin is agreeable to such an extension.

Therefore, subject to approval and ratification by the Board of Regents of The University of Texas System, for and on behalf of The University of Texas at Austin, this letter, when accepted by you in the space provided below, shall amend Paragraph 5 of said agreement to read as follows:

"5. Period of Agreement:

This Agreement is for a period of ten (10) years from the date of execution hereof, unless terminated by either party upon giving the other party six (6) months' written notice of intention to terminate. Amendment of this Agreement shall be only by writing, signed and approved by the University and the Foundation."

Except as amended herein, said agreement shall remain in full force and effect.

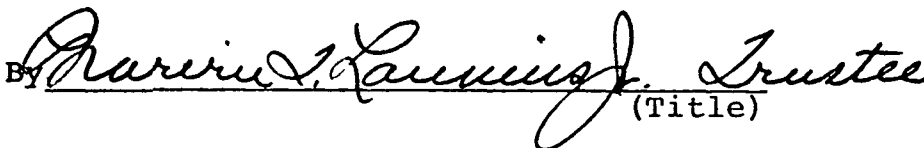
This letter is written in duplicate and if it is satisfactory to you, please sign both copies in the space provided below and return one copy to us for our file.

Very truly yours,

  
Allan Shivers, Chairman

Accepted in all its terms and conditions this 5<sup>th</sup> day of April, 1976.

CLAYTON FOUNDATION FOR RESEARCH

BY  Trustee  
(Title)



THE UNIVERSITY OF TEXAS SYSTEM  
BOARD OF REGENTS

ALLAN SHIVERS  
300 AUSTIN NATIONAL BANK BUILDING  
AUSTIN, TEXAS 78701

April 1, 1976

Clayton Foundation For Research  
West Loop National Bank Bldg., Suite 810  
2100 West Loop South  
Houston, Texas 77027

Attention: Mr. M. T. Launius, Jr.  
Trustee

The Student Health Center  
The University of Texas at Austin  
105 West 26th Street  
Austin, Texas 78705

Attention: Dr. P. C. Trickett  
Director

RE: Affiliation Agreement between  
The Board of Regents of The  
University of Texas System for  
and on behalf of The University  
of Texas at Austin, the Clayton  
Foundation For Research and The  
Student Health Center of The  
University of Texas at Austin,  
executed April 14, 1971.

Gentlemen:

As presently written, the above captioned agreement will expire upon the expiration of five years from the date of execution. By letter of February 24, 1976, addressed to Dr. Lorene Rogers, President, The University of Texas at Austin, it has been proposed that such agreement be extended for an additional five-year period, and The University of Texas at Austin is agreeable to such an extension.

Therefore, subject to approval and ratification by the Board of Regents of The University of Texas System, for and on behalf of The University of Texas at Austin, this letter, when accepted by each of you in the

Clayton Foundation For Research  
The Student Health Center of The  
University of Texas at Austin  
April 1, 1976  
Page Two  
-----

appropriate space provided below, shall amend Paragraph 5  
of said agreement to read as follows:


"5. Period of Agreement:

This Agreement is for a period of ten (10)  
years from the date of execution hereof, un-  
less terminated by either party upon giving  
the other party six (6) months' written  
notice of intention to terminate. Amendment  
of this Agreement shall be only by writing,  
signed and approved by the University and  
the Foundation."

Except as amended herein, said agreement shall re-  
main in full force and effect.

This letter is written in triplicate and if it is  
satisfactory to you, please sign all copies in the space  
provided below and return one copy to us for our file.

Very truly yours,

  
Allan Shivers, Chairman

Accepted in all its terms and  
conditions this 5<sup>th</sup> day of  
April, 1976.

CLAYTON FOUNDATION FOR RESEARCH

By Maurice L. Lanning  
Vice President

Accepted in all its terms and  
conditions this 1<sup>st</sup> day of  
April, 1976.

STUDENT HEALTH CENTER OF THE  
UNIVERSITY OF TEXAS AT AUSTIN

By Paul E. Buckert, MD  
Director



THE UNIVERSITY OF TEXAS SYSTEM  
BOARD OF REGENTS

ALLAN SHIVERS  
300 AUSTIN NATIONAL BANK BUILDING  
AUSTIN, TEXAS 78701

April 1, 1976

Clayton Foundation For Research  
West Loop National Bank B1-g., Suite 810  
2100 West Loop South  
Houston, Texas 77027

Attention: Mr. M. T. Launius, Jr.  
Trustee

Bexar County Hospital District  
4502 Medical  
San Antonio, Texas 78229

Attention: Mr. Warren G. Harding  
Administrator

RE: Affiliation Agreement between  
The Board of Regents of The  
University of Texas System for  
and on behalf of The University  
of Texas at Austin, the Clayton  
Foundation For Research and  
Bexar County Hospital District,  
executed May 11, 1971.

Gentlemen:

As presently written, the above captioned agreement will expire upon the expiration of five years from the date of execution. By letter of February 24, 1976, addressed to Dr. Lorene Rogers, President, The University of Texas at Austin, it has been proposed that such agreement be extended for an additional five-year period, and The University of Texas at Austin is agreeable to such an extension.

Therefore, subject to approval and ratification by the Board of Regents of The University of Texas System, for and on behalf of The University of Texas at Austin, this letter, when accepted by each of you in the appropriate space provided below, shall amend Paragraph 5 of said agreement to read as follows:

Clayton Foundation For Research  
Bexar County Hospital District  
April 1, 1976  
Page Two  
-----

"5. Period of Agreement:

This agreement is for a period of ten (10) years from the date of execution hereof, unless terminated by either party upon giving the other party six (6) months' written notice of intention to terminate. Amendment of this Agreement shall be only by writing, signed and approved by the University and the Foundation."

Except as amended herein, said agreement shall remain in full force and effect.

This letter is written in triplicate and if it is satisfactory to you, please sign all copies in the space provided below and return one copy to us for our file.

Very truly yours,

  
Allan Shivers, Chairman

Accepted in all its terms and conditions this 5<sup>th</sup> day of April, 1976.

CLAYTON FOUNDATION FOR RESEARCH

By Marvin J. Lanning, Jr. Trustee  
(Title)

Accepted in all its terms and conditions this 15 day of April, 1976.

BEXAR COUNTY HOSPITAL DISTRICT

By Warren S. Hardness  
Administrator

3. U. T. El Paso: Revised Student Association Constitution (3-M-76). --  
It is recommended that the proposed revision of the Constitution of the Student Association of The University of Texas at El Paso submitted by President Templeton be amended by deleting Article VIII and substituting in lieu thereof the following:

"This Constitution, and any amendment thereto, shall not be effective unless and until approved by the Board of Regents of The University of Texas System; and, shall otherwise in all respects be subject to the Rules and Regulations of said Board of Regents. Notwithstanding any such approval, any provision of this Constitution, or any amendment thereto, which is in conflict with said Rules and Regulations (as determined by the Board of Regents) shall be null and void."

It is further recommended with the foregoing incorporated that the Constitution be approved as set out below. This Constitution was last revised on July 27, 1973:

PROPOSED  
CONSTITUTION OF THE STUDENT ASSOCIATION  
OF  
THE UNIVERSITY OF TEXAS AT EL PASO  
1976

PREAMBLE

We, the students of The University of Texas at El Paso, in order to establish a democratic student government representing all students regardless of race, sex, religion, and political or social belief, in providing the official voice through which student opinion may be expressed, in encouraging the development of student participation in the overall policies in the decision-making process of the University and in providing means for responsible and effective participation in the organization of student affairs and in the planning of its activities and in defending the rights of each student of the University, do hereby establish this Constitution.

ARTICLE I

- Section 1. The students at The University of Texas at El Paso shall be known as the Student Association of The University of Texas at El Paso.
- Section 2. Each student enrolled at this institution shall be a member of the Student Association and shall have the privilege of voting in Student Association elections and referenda.
- Section 3. The Student Association shall contain a governing body and that body shall be organized into two branches: the Student Council and the Judicial Branch.

Section 4. Each student duly elected or appointed to office in the Student Association shall, before assuming the duties of that office, take the following oath administered by the Dean of Students or his representative: "I (officer repeats full name) do solemnly affirm that I will, to the best of my ability, fulfill, defend, and further the purpose and goals of the Student Association of The University of Texas at El Paso as stated in the Constitution."

## ARTICLE II

Section 1. All Executive and Legislative powers shall be vested in a Student Council composed of fifteen Members and five Alternate Members selected at-large in a General Election of the Student Association.

Section 2. To qualify for all offices in the Student Association, a student must be enrolled during his or her tenure for a minimum of six (6) credit hours; must have and maintain at least a 2.5 cumulative grade point average during his or her tenure; must have completed at least thirty (30) credit hours at The University of Texas at El Paso at the time he or she takes office; and must not be on disciplinary or scholastic probation of any kind.

Section 3. The Council seats, except the seat of the Student Association President, shall be filled by the required number of candidates receiving the greatest number of votes. Each student shall vote for no more than three candidates for Council seats.

Section 4. The office of Student Association President shall be filled by the candidate receiving a majority of the votes cast in a General Election.

Section 5. A vacant seat on the Council shall be filled by the Alternate Member who received the greatest number of votes in the General Election.

Section 6. Any office-holder of the Student Association shall be removed from office upon conviction in an impeachment trial or upon suspension for improper conduct.

Section 7. Monthly Stipends for officers of the Student Association shall be as follows:

Student Association President	\$190
Student Activities Coordinator	\$190
Internal Affairs Vice-President	\$140
External Affairs Vice-President	\$140
Council Member	\$ 40

Section 8. The term of office for all officers shall be one year commencing on June 1 and ending May 31.



### ARTICLE III

- Section 1. The Student Association President shall have the following powers and duties:
- a. To act as Chief Executive of the Student Association.
  - b. To act with the Council to enforce this Constitution and legislation of the Student Association.
  - c. To call Special Sessions of the Council and to call the First Sessions of the Council after a General Election if the Council has not met by the third week of its tenure.
  - d. To sit as a non-voting Member of the Council and all of its Committees.
  - e. To veto legislation, but not resolutions, of the Council in totality but not in item.
  - f. To sit as Chairman of the Executive Committee of the Council.
- Section 2. The Council shall elect, by 2/3 Roll Call Vote, from among its membership an Internal Affairs Vice-President who shall have the following powers and duties:
- a. To preside over Sessions of the Council if not acting as Student Association President.
  - b. To become Student Association President if the office becomes vacant and to assume the office of President if the President is absent or disabled.
  - c. To call Special Sessions of the Council.
- Section 3. The Council shall elect, by 2/3 Roll Call Vote, from among its membership an External Affairs Vice-President who shall have the following powers and duties:
- a. To act as liaison between the Student Association and local, state, and national student organizations.
  - b. To preside over Sessions of the Council in the absence of the Internal Affairs Vice-President.
  - c. To recommend to the Council students to travel on Student Association funds.
- Section 4. The Council shall appoint, by 2/3 Roll Call Vote, a Student Activities Coordinator who shall have the following powers and duties in conjunction with the Director of Student Activities:
- a. To plan, coordinate, and carry out Student Activities on campus.
  - b. To appoint committees to help in planning Student Activities.
  - c. To spend, contract, and/or arbitrate the use of funds allocated to Student Activities.
- Section 5. Alternate Members of the Council shall have the same privileges as Members except the privilege of voting in Council and Committee Sessions.
- Section 6. The Council shall appoint an Attorney General to represent the Student Association in the University Judicial System and to prosecute violations of the Constitution, legislation of the Student Association, and any other regulations within the jurisdiction of the Student Association.

Section 7. The Council shall appoint a Public Defender to represent students accused of violation of the Constitution, legislation of the Student Association, and any other regulations within the jurisdiction of the Student Association.

#### ARTICLE IV

Section 1. The Council shall appoint, on or before its fourth Session, an Executive Committee composed of the Student Association President, the Internal and External Affairs Vice-Presidents, the Activities Coordinator, and the Chairpersons of the Finance and Ways and Means Committees. The Executive Committee shall have the following powers and duties:

- a. To recommend to the Council applicants to fill appointive positions in the Student Association.
- b. To recommend to the Council the formation of Student Association Ad Hoc Committees.
- c. To formulate, and recommend to the Council, goals and policies for the Student Association.

Section 2. The Council shall appoint from among its membership, on or before its fourth Session, a Ways and Means Committee to advise the Council on all procedural matters of the Student Association.

Section 3. The Council shall appoint from among its membership, on or before its fourth Session, a Finance Committee to advise the Council on all financial matters of the Student Association.

Section 4. The Council shall appoint an Election Commission to compile an Election Code to set forth all necessary regulations for Student Association elections. The Election Code shall be submitted to the Council for approval by a 2/3 Roll Call Vote.

Section 5. A majority of the Roll of the Council shall constitute a quorum for the transaction of business and shall be called a Session of the Council.

Section 6. The Council shall approve by a 2/3 Roll Call Vote all rules and regulations necessary to its expedient and proper operation.

Section 7. The Council shall have the sole power of impeachment by a 2/3 Roll Call Vote. Any member of the Student Association may initiate impeachment charges. The Chief Justice of the Supreme Court shall preside over the Council in an impeachment trial except in cases involving members of the Judicial Branch in which case the Internal Affairs Vice-President shall preside.

Section 8. All Sessions of the Council and its Committees shall be open.

## ARTICLE V

- Section 1. All judicial powers shall be vested in a Supreme Court and such inferior courts as may be established by the Council. The Supreme Court shall consist of seven students appointed by the Council from those students submitting petitions. Justices shall remain in their positions unless they are disqualified, impeached and convicted, or resign.
- Section 2. The Supreme Court shall have original jurisdiction over cases involving the Constitution, statutes of the Student Association, and any other case referred to it by the Council, as stipulated by the Constitution, and/or the Office of Student Affairs.
- Section 3. If any statute of the Student Association, in part or in its entirety, be found contrary to the Constitution, said statute shall be declared null and void by the Supreme Court.
- Section 4. The Supreme Court shall have appellate jurisdiction over all inferior court decisions.
- Section 5. The Supreme Court shall approve by 2/3 Roll Call Vote all rules and regulations necessary for its proper and expedient operation and the proper and expedient operation of the Judicial Branch.
- Section 6. The Supreme Court shall publish three bound copies of its official proceedings at the end of each long semester to be permanently located at the following places:
- a. Office of the Student Association.
  - b. Office of Student Affairs.
  - c. Office of the University Librarian.

## ARTICLE VI

- Section 1. Legislation may be initiated by any member of the Student Association.
- Section 2. A Presidential veto of an act passed by the Council may be overridden by a 2/3 Roll Call Vote of the Council.
- a. All legislation passed by the Council and signed by the Student Association President shall be embodied in the law of the Student Association.
  - b. If the Student Association President does not sign an act of the Council within ten days of its passage, the act shall become law.

- Section 3. All official records, orders, journals, and proceedings of the Council shall become an official record of the University and shall be distributed as follows:
- a. The Office of the Student Association.
  - b. The Office of Student Affairs.
  - c. The Office of the University Librarian.

#### ARTICLE VII

- Section 1. An Amendment to the Constitution may be initiated by the Council or by petition of fifty (50) members of the Student Association.
- Section 2. If a proposed amendment receives the support of a majority of the Roll of the Council in Regular Session, it shall be submitted to the student electorate for a vote. Proposed amendments must be presented to the University newspaper in full text with the request that it be printed in two issues immediately preceding its presentation to the student electorate for approval. Full texts must be made available to all Student Association members prior to the election upon request.
- Section 3. A majority of the ballots cast upon an amendment shall be necessary for the amendment to become part of this Constitution.
- Section 4. All amendments to the Constitution shall be placed in an "Amendments" section of this Constitution.

#### ARTICLE VIII

This Constitution, and any amendment thereto, shall not be effective unless and until approved by the Board of Regents of The University of Texas System; and, shall otherwise in all respects be subject to the Rules and Regulations of said Board of Regents. Notwithstanding any such approval, any provision of this Constitution, or any amendment thereto, which is in conflict with said Rules and Regulations (as determined by the Board of Regents) shall be null and void.

4. University Cancer Center (M. D. Anderson) - Lutheran Hospital Addition and Outpatient Clinic Expansion: Recommended Award of Contracts for Base Bid "A" (General Furniture) and Base Bid "C" (Office Landscape Furniture) to Abel Contract Furniture and Equipment Company, Inc., Austin, Texas (4-M-76). --On March 26, 1976, contracts were awarded for Base Bids "B", "D" and "E" for furniture and furnishings for the Lutheran Hospital Addition and Outpatient Clinic Expansion at The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston of The University of Texas System Cancer Center. At that time Litton Office Products Centers, San Antonio, Texas, was allowed to withdraw its bid on Base Bid "C" without penalty because of an error made in the preparation of the bid. Also awards on Base Bids "A" and "C" were postponed until further evaluation could be made.

After further evaluation of the bids and in view of the withdrawal of the bid of Litton Office Products Centers, it is recommended that a contract award be made to Abel Contract Furniture and Equipment Company, Inc., Austin, Texas, the lowest and best acceptable bidder, as follows:

Base Bid "A" (General Furniture)	\$ 229,987
Base Bid "C" (Office Landscape Furniture)	<u>68,998</u>
Total Recommended Contract Award	<u>\$ 298,985</u>

Below is a tabulation of the bids received on Base Bids "A" and "C":

Bidder	Base Bid "A"	Base Bid "C"	Bidder's Bond
Abel Contract Furniture and Equipment Company, Inc., Austin, Texas	\$229,987.00	\$68,998.00	5%
Bennett Printing Company, Dallas, Texas	No Bid	82,775.06	5%
Clegg-Austin, Inc., Austin, Texas	No Bid	91,871.21	5%
Litton Office Products Centers, San Antonio, Texas	No Bid	60,882.68	5%
Rockford Furniture & Carpets, Austin, Texas	231,182.10	80,764.25	5%
Stewart Office Supply Company, Dallas, Texas	No Bid	80,892.24	5%
Wilson Stationery and Printing Company, Houston, Texas	333,199.20	82,169.20	5%

**Academic and Developmental Affairs  
Committee**

ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE  
Committee Chairman (Mrs.) Johnson, Presiding

Date: May 15, 1976

Time: Following the Meeting of the System Administration Committee

Place: Main Building, Suite 212  
U. T. Austin  
Austin, Texas

	<u>Page A &amp; D</u>
1. U. T. System: Deputy Chancellor's Docket	Below
2. U. T. Austin: Proposed Appointment to Distinguished Visiting Tom Slick Professorship of World Peace	2
3. U. T. Austin: Request to Seek Permission from Coordinating Board to Establish Master of Arts Degree in Comparative Literature (Catalog Change)	6
4. U. T. Austin: Request for Approval of Outside Employment	8
5. U. T. Dallas: Request for Approval of Basic Legislation, Subchapter B of Chapter 21 of Title III (Academic Affairs) in the Proposed Handbook of Operating Procedures	13
6. U. T. Permian Basin: Proposed Initial Rates for University Housing and Establishment of Housing Application Deposit (Catalog Change)	24

- 
1. U. T. System: Deputy Chancellor's Docket. --It is recommended that the Deputy Chancellor's Docket be approved.

2. U. T. Austin: Proposed Appointment to Distinguished Visiting Tom Slick Professorship of World Peace. --

RECOMMENDATION OF PRESIDENT ROGERS:

March 10, 1976

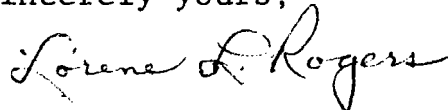
Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado

Dear Mr. Walker:

It is with great pleasure that I forward for your approval and transmittal to the Board of Regents my recommendation that Professor Kenneth Boulding be appointed Distinguished Visiting Tom Slick Professor of World Peace in the Lyndon B. Johnson School of Public Affairs. In accordance with the terms of the Tom Slick Memorial Trust Agreement, this appointment was recommended by a seven-member committee, including a representative of the Slick Estate. It has the endorsement of Dr. Kenneth Tolo, acting dean of the LBJ School, V. P. and Provost Stanley Ross and V. P. and Dean of Graduate Studies Irwin C. Lieb.

The period of appointment is September 1, 1976 - May 31, 1977. Copies of Professor Boulding's vita and letters of recommendation are enclosed.

Sincerely yours,



Lorene L. Rogers  
President

SYSTEM ADMINISTRATION - CONCURRENCE IN ROGERS' RECOMMENDATION:

System Administration concurs in the recommendation of President Rogers that the Board of Regents approve the appointment of Kenneth E. Boulding (presently a Professor in the Institute of Behavioral Science, University of Colorado, Boulder, Colorado) as Distinguished Visiting Tom Slick Professor of World Peace in the Lyndon B. Johnson School of Public Affairs at U. T. Austin effective September 1, 1976 through May 31, 1977. This Distinguished Professorship was established by the Board of Regents on July 21, 1972.

On the following pages are letters of recommendation.





THE UNIVERSITY OF TEXAS AT AUSTIN  
LYNDON B. JOHNSON SCHOOL OF PUBLIC AFFAIRS  
AUSTIN, TEXAS 78712

16 February 1976

Dr. Kenneth W. Tolo  
Acting Dean  
LBJ School of Public Affairs  
The University of Texas at Austin  
Austin, Texas

Dear Ken:

The prospect of having Professor Kenneth E. Boulding on Campus as the first occupant of the Slick Chair is exciting. Students and faculty of the LBJ School and of The University as a whole will benefit enormously from his presence.

Professor Boulding is so distinguished a scholar and so well known a figure that it should not be necessary to recite the accomplishments of his varied and productive career. I do want to note, however, some of the attributes which make him unique. While he is a technically strong economist, he is also at home in the social and natural sciences, broadly speaking. The remarkable stretch of his intellectual interests is also reflected in the significant contributions he has made in such diverse fields as ethics, religion, and general systems theory. He has what is so rare--a genuinely creative, inventive, and searching mind. And this is paralleled by a deep concern with the human condition. He is a brilliant essayist, a lively and stimulating person, and a man of unusual wit.

I first became personally acquainted with him in 1954, but our paths have not crossed for a long time, and it would give me great personal pleasure to count him as one of my colleagues. I do hope that his appointment falls into place quickly.

My best.

Yours,

HR

Henry David  
Professor of Public Affairs

HD:df



# Cornell University

RICHARD ROSECRANCE  
*Walter S. Carpenter Jr. Professor of  
International and Comparative Politics*

CENTER FOR INTERNATIONAL STUDIES  
160 URIS HALL  
ITHACA, NEW YORK 14853

February 2, 1976

Dr. Kenneth Tolo  
Dean  
Lyndon Baines Johnson School  
of Public Affairs  
University of Texas  
Austin, Texas 78712

Dear Dean Tolo:

I am most happy to endorse your selection of Kenneth Boulding for the Slick Professorship of World Peace for next year. I have known Professor Boulding for many years, and have followed his work with keen interest for the past fifteen. His is an intellect of the highest and most original order. When one thinks of responsible "peace research" his name comes to mind before any others. Two general characteristics of his thought bear mention.

First, he uses economic modular approaches to illuminate problems of peace and war, as he did so successfully in Conflict and Defense (1962). This enables him to formulate problems both more generally and more precisely than is accomplished by his colleagues. Very interesting propositions flow from his work. Second, his work has broadened to include an interest in international ecology and survival in the biosphere. He is not only eclectic, but also highly responsible. His view is broad enough to accommodate the wide range of relevant variables, but it is also always grounded in what is possible in the real world of nation states. He should be an enormous asset to the work of your school and I commend him in the strongest possible terms.

Sincerely yours,

*Richard Rosecrance*  
Richard Rosecrance

MASSACHUSETTS INSTITUTE OF TECHNOLOGY

DEPARTMENT OF ECONOMICS

CAMBRIDGE, MASSACHUSETTS 02139

February 25, 1976

Dean Kenneth Tolo  
LBJ School of Public Affairs  
University of Texas  
Austin, Texas 78712

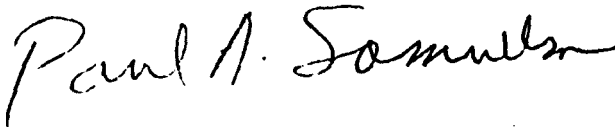
Dear Dean Tolo:

Because of Professor Kenneth Boulding's stature, I can be brief and decisive in recommending him to your favorable attention for a prestige visiting professorship at the University of Texas.

Boulding is a brilliant and vivacious scholar of international reputation. As a Quaker he has long been interested in world peace. The facts that he has been elected to the National Academy of Sciences and to the presidency of the American Economic Association are only a small sampling of his many recognitions.

Without reservations I commend him to your favorable attention.

Sincerely,



Paul A. Samuelson

PAS:kc

3. U. T. Austin: Request to Seek Permission from Coordinating Board to Establish Master of Arts Degree in Comparative Literature (Catalog Change). --

SYSTEM ADMINISTRATION'S RECOMMENDATION:

System Administration concurs in the recommendation of President Rogers that the Board approve a graduate program leading to the degree of Master of Arts in Comparative Literature, and authorize the forwarding of the proposal to the Coordinating Board for consideration.

Since the mid-1960's U.T. Austin has offered a Ph.D. degree in Comparative Literature and has recently changed the admission requirements for this program to allow well-prepared B.A.'s into the program. It is now desired to have an intermediate degree before the Ph.D., which students can complete after a few years of work. The Master of Arts program is intended to train Comparative Literature students in literary critical theory and world literature and will require that they develop a strong background in one or two languages and literary areas. It will also offer them the opportunity for interdisciplinary work between literary studies and fields like folklore, art history, philosophy, and sociology. This proposed M.A. program will be the only one currently offered in the South or Southwest.

The M.A. program will be administered by the Office of Graduate Studies and will operate within the College of Humanities, drawing its faculty from the various departments in that College. Because the proposed M.A. program in Comparative Literature will complement an already flourishing Ph.D. program, no new facilities, equipment, library holdings, or administrative personnel will be required. The total budget for the next three years will be approximately \$7,000 per year, which will be met through formula generated funds.

RECOMMENDATION OF PRESIDENT ROGERS:

April 13, 1976

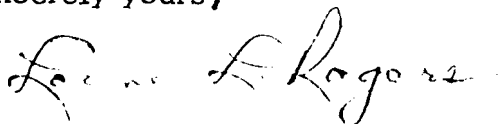
Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado

Dear Mr. Walker:

On December 19, 1975, the Graduate Assembly approved by circularization no-protest procedure a proposal for a Master of Arts Degree in Comparative Literature. With the concurrence of Dean Stanley N. Werbow, and Vice President and Dean of Graduate Studies Irwin C. Lieb, I am recommending approval of the proposal. I now transmit this proposal to you with the hope that both Regental and Coordinating Board endorsement may be secured at the earliest possible date.

Enclosed are twelve copies of the proposal presented in the form recommended by the Coordinating Board. Also enclosed for your information is a copy of the proposal as passed by the Graduate Assembly.

Sincerely yours,



Lorene L. Rogers  
President

DEPUTY CHANCELLOR'S OFFICE	
U. T. SYSTEM	
Acknowledge	File
APR 14 1976	
To	for info & return
To	Please advise me
To	Please handle

DR. LIEB'S RECOMMENDATION:



THE UNIVERSITY OF TEXAS AT AUSTIN  
AUSTIN, TEXAS 78712

PRESIDENT'S OFFICE  
U. T. AUSTIN  
1-26  
READ JAN 05 1976  
RECEIVED TO \_\_\_\_\_  
HANDLE \_\_\_\_\_  
COMPLIMENT & RETURN \_\_\_\_\_  
FILE OR DISCARD \_\_\_\_\_

January 5, 1976

*Vice President  
and Dean of Graduate Studies*

Dr. Lorene L. Rogers  
President  
The University of Texas at Austin  
MAI 400

Dear President Rogers:

At a specially called meeting on December 10th, the Graduate Assembly received a report on a proposed Master's degree program in Comparative Literature. The report had been prepared by the Program's Committee of the Assembly and had been reviewed by the Humanities and Fine Arts division of the Assembly. The Assembly's discussion was extensive; its most emphatic point was that the proposal is for a Master's degree in a program for which a doctorate is already authorized.

Before this proposed Master's program was officially submitted to the Assembly, Dean Werbow reviewed the proposal with the Chairmen of the Humanities, and he and I and Professor Rebhorn studied and commented on several drafts which were made of the proposal. The proposed program has his endorsement, and it has mine.

May I ask that you also endorse the proposal, that it be submitted to the Board of Regents for their approval, and that it then be transmitted to the Coordinating Board. The Board's next meeting is April 16th, and to be considered at that meeting a preliminary version of the proposal will have to reach the Board by January 18th.

Yours sincerely,

*Irwin C. Lieb*  
Irwin C. Lieb

pc  
Enclosures (15 copies)

cc: Vice President Stanley Ross  
Dean Stanley Werbow

SECRETARY'S NOTE: The minute order will provide that if this recommendation is approved by the Board of Regents and permission is given by the Coordinating Board to establish this degree program, the first catalog at U. T. Austin published after Coordinating Board approval will be amended to include this program.

4.

U. T. Austin: Request for Approval of Outside Employment. --

*Allen  
Wey*

SYSTEM ADMINISTRATION'S RECOMMENDATION:

System Administration concurs in the recommendation of President Rogers that the Board authorize the outside employment of Pharmacy Dean James T. Doluisio to serve as National Consultant in Pharmacy to the Surgeon General, United States Air Force, for approximately six to ten days per year for the period September 1, 1976, through August 31, 1979.

The authority for this is pursuant to Sections 13.1 and 13.9, Chapter III, Part One of the Regents' Rules and Regulations and is in strict compliance with Sections 13.10 and 13.11 of the same chapter.

RECOMMENDATION OF PRESIDENT ROGERS:

President

April 13, 1976

DEPUTY CHANCELLOR'S OFFICE	
U. T. SYSTEM	
Acknowledged.....	File.....
APR 14 1976	
To.....	for info & return
To.....	please advise me
To.....	Please reply

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado

Dear Mr. Walker:

In compliance with Chapter III, Section 13, of Part One of the Rules and Regulations of the Board of Regents, this is to request approval be granted to Dean James T. Doluisio's request for outside employment. Dean Doluisio has been invited to serve as a National Consultant in Pharmacy to the Surgeon General, United States Air Force. The appointment is for approximately 6 to 10 days per year, for the period September 1, 1976 through August 31, 1979.

The request has my approval, and I am hereby transmitting it to you for your consideration and appropriate action.

Sincerely yours,

*Lorene L. Rogers*

Lorene L. Rogers  
President

DEAN DOLUISIO'S PRESENTATION:

Office of the Dean

March 23, 1976

Dr. Lorene L. Rogers  
President  
Main Building 400

PRESIDENT'S OFFICE
U. T. AUSTIN
3 243
RECEIVED
APR 1 1976
DEPT. OF _____
INITIALS _____
REMARKS RETURN _____
DATE _____


DWZ

Dear Lorene:

As I have indicated, I am extremely pleased to have been invited to serve as a National Consultant in Pharmacy to the Surgeon General, United States Air Force. I believe this invitation was in part due to the close cooperation being developed with the USAF, Wilford Medical Center in San Antonio. To my knowledge, I will be the only consultant in the area of pharmacy.

Your approval for submission to the Board of Regents is requested.

Personal regards,

  
James T. Doluisio, Ph.D.  
Dean

Office of the Dean

March 23, 1976

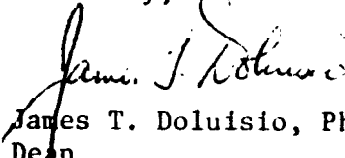
Lt General George E. Shafer  
USAF, MC  
James Forrestal Building  
Washington, D.C. 20014

Dear General Shafer:

I was extremely honored to receive your invitation to serve as a National Consultant in Pharmacy to the Surgeon General, United States Air Force. I look forward to serving in the capacity outlined in your letter and have requested approval of this activity from The University.

Thank you for your invitation.

Sincerely,

  
James T. Doluisio, Ph.D.  
Dean

DEPARTMENT OF THE AIR FORCE  
HEADQUARTERS UNITED STATES AIR FORCE  
WASHINGTON, D.C. 20314



19 MAR 1976

James T. Doluisio, Ph.D.  
Dean, College of Pharmacy  
University of Texas at Austin  
Austin, Texas 78712

Dear Doctor Doluisio

It has been the privilege of the Surgeon General to have the excellent counsel and advice of an outstanding group of consultants in the various health services disciplines. These National Consultants are selected because of their outstanding contributions to civilian medicine and for the high positions they have attained in their professional fields. We would like you to join this group by accepting an appointment as National Consultant in Pharmacy to the Surgeon General, United States Air Force.

As a National Consultant you would visit Air Force medical facilities and participate in military medical symposia to assist in the surveillance of the Air Force Medical Service and to advise us when advancements in your specialty may have an impact on our delivery of health care. Attached is a statement which clarifies the duties of our National Consultants. Individuals receive a fee of \$100 for each day of duty in addition to an allowance of \$35 per diem for expenses. They are also provided transportation or reimbursement, depending on the circumstances. In order to keep from imposing unduly on any person, these consultant positions are rotated from time to time. Appointments are made on a fiscal year basis and total tenure of service as a National Consultant normally is three years.

We shall greatly appreciate your consideration of this matter, and if possible, an early acceptance.

Sincerely

A handwritten signature in cursive script, appearing to read "George E. Schaffer".

GEORGE E. SCHAFER  
Lt General, USAF, MC  
Surgeon General

2 Atch

1. Statement of Duties
2. Envelope





DEPARTMENT OF THE AIR FORCE  
HEADQUARTERS UNITED STATES AIR FORCE  
WASHINGTON, D.C. 20314



10 SEP 1973

REPLY TO  
ATTN OF: SGPC

SUBJECT: Information on the National Civilian Consultant Program

TO: National Civilian Consultants  
to Surgeon General, USAF

1. National Civilian Consultants to the Surgeon General, USAF, are appointed for their expertise in the various health specialties and because they are considered leaders in their respective disciplines. Consultants keep the Surgeon General advised of new developments and innovations. They assist the Surgeon General in surveillance of the United States Air Force Medical Service by periodic visits to Air Force medical facilities and activities in the United States and overseas. During these visits the Consultant observes the practice of his specialty. Continuing medical education is an important part of visits, especially where formal training programs are conducted. National Civilian Consultants participate in the medical conferences and symposia conducted by the Air Force, which are normally attended by a large number of Air Force medical personnel.

2. At times National Civilian Consultants may be requested by the Surgeon General to study and evaluate problems relating to their specialties within the Air Force Medical Service. Sometimes these Ad Hoc Committees meet in Washington with the Surgeon General and his senior staff. Also, qualified military consultants designated by the Surgeon General function in a liaison capacity to individual civilian consultants or a group of consultants.

3. Visits to medical facilities in the United States usually are for one day, not including travel time. Funds permitting, each year a limited number of National Consultants are invited to visit medical facilities in our overseas commands (Europe, the Pacific and Alaska). Visits to Europe and the Pacific are usually 15 - 21 days, including travel, and the Alaska visit is approximately three days, also including travel. Additional baggage allowances are given for teaching aids. Each itinerary is formulated individually considering requirements of the overseas command surgeon and the desires of the Consultant.

4. The Consultant's mission is a double one: that of the teacher and that of the sophisticated eyes and ears of the Surgeon General. In order to obtain maximum benefit from the observations, opinions and advice of the National Civilian Consultants, written reports to the Surgeon General are requested on all visits and meetings. There is no prescribed format for these reports - we ask that the consultants report as they see fit. The Surgeon General solicits a frank report of areas which need improvement (and which can be improved). On the other hand, if quality of care rendered is excellent, we like to know this. The lack of formal instruction on reporting in the past has been deliberate, in that we wish to impose no restraint. While we ask generally that you emphasize the area of your experience, we are very interested in your comments in other areas if you wish to make them. In short, we ask your help where you feel you can best provide it.

5. All administrative matters pertaining to appointment, pay, separation, resignation, and any other personnel actions are the responsibility of the Clinical Medicine Division, Office of the Surgeon General. National Civilian Consultants to the Surgeon General are appointed for one fiscal year. Appointments may be renewed on an annual basis depending upon budget and administrative limitations. Ordinarily, we do not ask consultants to serve any more than three years. Questions concerning administration, travel, protocol, pay and allowances, etc. should be directed to HQ USAF, Office of the Surgeon General, Clinical Medicine Division/SGPC, Washington, D.C. 20314.

5. U. T. Dallas: Request for Approval of Basic Legislation, Subchapter B of Chapter 21 of Title III (Academic Affairs) in the Proposed Handbook of Operating Procedures (Pages A&D 14-23). --

SYSTEM ADMINISTRATION'S RECOMMENDATION:

System Administration concurs in the recommendation of President Jordan that the Board approve the Basic Legislation establishing the organizational framework for the faculty of The University of Texas at Dallas. This Subchapter B of Chapter 21 was approved by the faculty of U.T. Dallas on February 16, 1976.

Subsection 2.3 of Section 2, Chapter IV, Part One of the Regents' Rules and Regulations requires Board approval of "institutional faculty legislation." Subchapter B of Chapter 21 proposed by U.T. Dallas is "institutional faculty legislation" not subject to the exception contained in Rule 2.3 of Regents' Rules for "emergency" legislation.

RECOMMENDATION OF PRESIDENT JORDAN:

13 April, 1976

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado Street  
Austin, Texas 78701

Re: AGENDA ITEM - UT Dallas  
Subchapter B Chapter 21, Title III (Academic Affairs)  
Handbook of Operating Procedures

Dear Mr. Walker,

On February 16, 1976, the faculty of The University of Texas at Dallas approved Basic Legislation establishing its organizational framework. In the proposed Handbook of Operating Procedures for UT Dallas, the Basic Legislation will become Subchapter B of Chapter 21 of Title III (Academic Affairs).

I have reviewed and approved Subchapter B. If you concur, I ask that you join with me in recommending to the Board of Regents of The University of Texas System that Subchapter B be approved at its meeting on May 14, 1976.

Sincerely,



Bryce Jordan  
President

MR. FITZPATRICK'S PRESENTATION:

TO: Mr. E. D. Walker  
FROM: James T. Fitzpatrick  
RE: Agenda Item - UT Dallas  
Subchapter B, Chapter 21, Title III  
(Academic Affairs) - Handbook of  
Operating Procedures

DEPUTY CHANCELLOR UT SYSTEM
Acknowledged.....
APR 16 1976
To.....
To..... Please add in.....
To..... Please add in.....

Reference is made to Dr. Jordan's letter of April 13, 1976, pertaining to the above captioned matter.

I have reviewed the proposed Subchapter B and approve it as to form, and, finding that Subchapter B is not in conflict with the Regents Rules and Regulations, approve it as to content as well.

## SUBCHAPTER B. BASIC LEGISLATION

### Section 21.06 GENERAL

(a) Subject to the authority of the Board of Regents of The University of Texas System and the authority vested by the Board of Regents of The University of Texas System in the administrative officers of The University of Texas System and The University of Texas at Dallas, the faculty of The University of Texas at Dallas, through its legislative bodies, shall have a major role in the governance of the University in the following areas:

- (1) general academic policies and welfare;
- (2) student life and activities;
- (3) requirements of admissions and graduation;
- (4) honors and scholastic performance;
- (5) approval of candidates for degrees; and,
- (6) faculty rules of procedure.

Specific issues or the details of specific issues covered by the areas above are spelled out in other sections of the Handbook or in committee charges.

(b) A legislative action is a recommendation pertaining to the areas listed in Section 21.06(a) to the academic administration by a legislative body, and which requires response to that body from the academic administration in due course.

### Section 21.07 LEGISLATIVE BODIES

(a) The legislative bodies at The University of Texas at Dallas are:

- (1) the voting membership of the General Faculty;
- (2) the Academic Senate;
- (3) the Academic Council;
- (4) the faculties of the Schools; and,
- (5) other disciplinary groupings within and among these Schools established in accordance with appropriate legislation of the Academic Senate.

(b) Because of the common qualifications to be required for those called upon for graduate and undergraduate instruction, a separate Graduate or

Undergraduate faculty and concomitant legislative bodies at The University of Texas at Dallas will not be established.

Section 21.08 PROVISIONS COMMON TO SEVERAL LEGISLATIVE BODIES

(a) The President of The University of Texas at Dallas, and the Vice President for Academic Affairs of The University of Texas at Dallas are non-voting members of all legislative bodies.

(b) Voting rights in elections in any legislative body shall continue during an approved leave of absence.

(c) Ordinary meetings of any legislative body may be called by the presiding officers of that body or at the request of twenty percent of its voting members. Extraordinary meetings of any legislative body may be called by the Academic Senate or the President of the University, and at such meetings the President of the University shall preside.

(d) The term of office of an elected member of any legislative body shall begin on September 1 of a year and end on August 31 of an appropriate year (depending on the length of the elected term).

(e) The business of all legislative bodies will be conducted according to Robert's Rules of Order, Current Edition. However, these rules may be temporarily suspended, unless more than two members of a legislative body object.

(f) Subject to the provisions of this section and Section 21.10(e) of this Subchapter, each legislative body shall establish its own internal organization.

(g) Voting membership in the Academic Senate can be held only by those persons possessing the requirements for voting membership in the General Faculty. Schools and disciplines will determine their own voting membership beyond those persons already members of the General Faculty. Individuals may vote in more than one of the disciplinary groupings established under Section 21.07(a) (5).

(h) Each legislative body shall establish by-laws which, after review, as to compliance with the Handbook of Operating Procedures and the Regents' Rules, shall be published as numbers in the Serial Policy Memoranda to be issued by the President.

Section 21.09 GENERAL FACULTY

(a) The General Faculty of The University of Texas at Dallas consists of all persons who, pursuant to Section 1.8 of Chapter III of Part One of the Regents' Rules, hold the following academic titles at The University of Texas at Dallas: Professor, Associate Professor, Assistant Professor, Visiting Professor, Visiting Associate Professor, Visiting Assistant Professor, Instructor, Lecturer, Adjunct Professor, Adjunct Associate Professor, Adjunct Assistant Professor, Professor Emeritus, Associate Professor Emeritus, Research Scientists holding appointments outside the classified pay plan of the University, and Research Associates holding appointments outside the classified pay plan of the University.

(b) The President and the Vice President for Academic Affairs of The University of Texas at Dallas are ex officio members of the General Faculty.

(c) There are two classes of membership in the General Faculty as follows:

- (1) Voting members - Professors, Associate Professors, Assistant Professors and Instructors holding appointments of half-time or more.
- (2) Non-voting members - all persons holding titles listed in sub-sections (a) and (b) of this section but not listed in sub-section (c) (1) of this section.

(d) The voting members of the General Faculty shall elect annually 10% of its membership established as it exists as of March 1 of each year, not to exceed 51 members or be less than 23, to the Academic Senate to serve one year terms, pursuant to the procedures in Section 21.10(a).

(e) The General Faculty shall meet annually, on a date set by the Academic Council at its first meeting of each academic year, to hear a "State of the University" report from the President and to discuss matters of university interest. It shall meet on special occasions at the call of the President or Academic Senate, or on petition to the Senate by at least 20% of the voting members of the General Faculty. The General Faculty, when formally convened, shall have power to review any legislative action taken by the Academic Senate, and the vote of a majority of the voting membership of the General Faculty shall constitute an authoritative legislative act of The University of Texas at Dallas, insofar as this provision is consistent with the Regents' Rules.

(f) The President and the Vice President for Academic Affairs of The University of Texas at Dallas are, respectively, President and Vice President of the General Faculty. The President shall preside at the annual meeting of the General Faculty. He shall invite to attend the meeting of the General Faculty those persons who he anticipates will be necessary to provide adequate resources for discussion of items of university interest. The Secretary of the Academic Council (See Section 21.11(g)) shall serve as Secretary of the General Faculty.

(g) The business of the General Faculty shall be conducted according to Robert's Rules of Order, Current Edition.

#### Section 21.10 THE ACADEMIC SENATE

(a) The Academic Senate consists of the President and Vice President for Academic Affairs of The University of Texas at Dallas and 10% of the voting members of the General Faculty, not to exceed 51 or be less than 23, elected annually pursuant to the following procedures:

- (1) Any three voting members of the General Faculty may nominate by petition to membership in the Senate any one voting member of the General Faculty, except that no one may sign more than one petition or his own petition.
- (2) Nominating petitions are due in the office of the Secretary of the Academic Council (as Secretary of the Faculty) on the first Friday in April.
- (3) The Secretary of the Academic Council will inform the person delivering the petition whether or not the person being nominated has been previously nominated. The Secretary will ascertain the willingness of each nominee to serve if elected. The names of those who do not wish to serve will not be placed on the ballot.
- (4) Ballots, including all those nominated who are willing to serve, are to be distributed to the voting members of the General Faculty by the Secretary of the Academic Council before the second Friday in April. Ballots cast by members of different schools will be colored differently or otherwise kept separate.
- (5) Each voter will indicate with a "1" his first choice for a representative, with a "2" his second choice, with a "3" his third choice, and so on for as many choices as he desires. Ballots are to be returned to the Office of the Speaker of the Faculty by the first Friday in May. Ballots shall be secret.

- (6) Ballots from each of the schools in the university shall first be counted separately by the Hare System (modified so as to eliminate the element of chance), ignoring all choices for any candidates from other schools, to determine the candidate from that school most favored by the faculty of that school.
- (7) All ballots will be combined and counted by the Hare System ignoring choices for the candidate already elected from each school, to select the remaining candidates to be elected.
- (8) The Secretary of the Academic Council and an Ad Hoc Election Committee appointed by the President, with the advice of the Council, shall implement procedures which will insure that the fairness of the process is inviolate.

((TEMPORARY PROVISION))

(#) In the first election after the approval of this Subchapter by the Board of Regents of The University of Texas System, the provisions of this section will apply, except that:

- (1) The president and the present Academic Council shall agree on an appropriate time schedule for election of the Academic Senate;
- (2) Persons elected shall serve until August 31 next, plus one year.

(\* In all publications of this Chapter occurring after the first election, these provisions shall be considered executed and deleted therefrom.

(b) There are two classes of membership in the Academic Senate as follows:

- (1) Voting - the elected voting members of the General Faculty and those appointed under subsection (d) of this section, if any; and
- (2) Non-voting - the other members of the Academic Senate are non-voting members except that the presiding officers shall vote in case of a tie.

(c) The President and the Vice President for Academic Affairs are, respectively, President and Vice President of the Academic Senate. In the absence of both, the Speaker of the Faculty shall preside. The Secretary of the Academic Council shall serve as Secretary of the Academic Senate.

(d) If it becomes apparent, in the judgment of the President, that the regularly elected Senate fails to represent some important segment or segments of the faculty, the President, with the consent of the majority vote



of the Academic Council, may rectify this situation by the appointment from that segment of not more than three voting members from among the voting members of the General Faculty during the year to serve until the next election for the Academic Senate. The President shall not, in any case, appoint more than three such members of the Senate during the year.

(e) When it chooses to exercise its authority, the voting membership of the General Faculty is the primary legislative body of The University of Texas at Dallas. Otherwise, its authority remains delegated to the Academic Senate. As such, the Senate has:

- (1) legislative authority, consistent with the Regents' Rules over the items of faculty cognizance listed in Section 21.06 of this Subchapter.
- (2) jurisdiction over matters affecting more than one legislative body;
- (3) the right to review and disapprove actions taken by other legislative bodies, if those actions fall within its jurisdiction; and
- (4) the right to advise the President of the University of Texas at Dallas in regard to policy and operations in any matter affecting the general academic welfare of the University.

(f) Questions of jurisdiction between the Senate and other legislative bodies shall be decided by the President.

(g) Any item of faculty legislation requiring the approval of the Board of Regents of The University of Texas System shall not be presented to the Board until it has been approved by the Academic Senate and shall not be effective until it has received the consideration and recommendation of the President of The University of Texas at Dallas, the Deputy Chancellor of The University of Texas System and the approval of the Board of Regents of The University of Texas System.

(h) The Senate-elect shall annually elect from its voting membership seven members to the Academic Council for one year terms pursuant to the procedures in Section 21.11(a).

(i) If a member of the Senate resigns his seat or leaves The University of Texas at Dallas for a period expected to exceed four months, his seat shall be filled by making a Hare System (modified so as to eliminate the element of chance) recount of the original ballots which elected him, in which recount choices for the resigning candidate are ignored and elimination of any other already elected candidate is prevented.

(j) The President and/or the Speaker may invite to meetings of the Academic Senate those persons believed to be necessary to assist the Senate in the conduct of its business.

(k) Meetings of the Academic Senate are open to the General Faculty except when the Senate is in executive session.

(l) To have effect, an action of the Senate must be passed by a majority of those present and voting or by one-third of the total voting membership of the Senate whichever is greater. If the President disagrees with any action taken, he may order a second vote by mail ballot. If by communication to the President or the Speaker one-third (1/3) of the total voting membership of the Senate disagrees with any action taken, a second vote by mail ballot shall be taken. Passage by mail ballot requires the affirmative vote of a majority of the voting members of the Senate.

#### Section 21.11 ACADEMIC COUNCIL

(a) The Academic Council shall consist of the President and Vice President for Academic Affairs of The University of Texas at Dallas, as non-voting members, and seven voting members selected annually from the voting membership of the Academic Senate in accordance with the following procedures:

- (1) Any two voting members of the Senate may nominate to membership in the Academic Council one voting member of the Senate by petition, except that no one may sign more than one petition or his own petition.
- (2) Nominations are due in the office of the Secretary of the Academic Council (as Secretary of the Senate) on the second Friday in May.
- (3) The Secretary of the Academic Council will inform the person delivering the petition whether or not the person being nominated has been previously nominated. The Secretary will ascertain the willingness of each nominee to serve if elected. The names of those who do not wish to serve will not be placed on the ballot.
- (4) Ballots, including all those nominated who are willing to serve, are to be distributed to the voting members of the Senate on the Tuesday following the second Friday in May.
- (5) Ballots are to be marked with the voters' first, second, third, etc. choices so that they may be counted by the Hare System (modified so as to eliminate the element of chance). They are to be returned to the office of the Secretary of the Academic Council by the third Friday in May. Ballots shall be secret.

- (6) The Secretary of the Academic Council and an Ad Hoc Election Committee appointed by the President with the advice of the Academic Council shall implement procedures which will insure that the fairness of the process is inviolate.

((TEMPORARY PROVISION))

(#) In the first election to be held after the approval of this Subchapter by the Board of Regents of The University of Texas System, the provisions of this Section shall obtain, except:

- (1) The President and the present Academic Council shall agree on an appropriate time schedule for the election of the Academic Council.
- (2) Persons elected to the Academic Council shall serve until August 31 next, plus one year;
- (3) All actions of the Academic Council with respect to committee selection, calendars, etc., will, insofar as practicable, be coterminous with the extended term of office provided for in this temporary provision and in the temporary provision under Section 21.10(a);

(c) In all publications of this Chapter occurring after the first election, these provisions shall be considered executed and deleted therefrom.

(b) Should a member of the Senate who is also a member of the Academic Council resign or leave the University for a period in excess of four months, his seat on the Academic Council shall be filled by making a Hare System (modified so as to eliminate the element of chance) recount of the original ballots which elected him, in which recount choices for the resigning candidate are ignored and elimination of any other already elected candidate is prevented.

(c) The President and Vice President for Academic Affairs of The University of Texas at Dallas shall be respectively President and Vice President of the Academic Council. In the absence of both, the Speaker of the Faculty shall preside. He shall be the channel of communication between the Council and the Senate and shall aid the President in the organization and work of the Council and Senate.

(d) If it becomes apparent, in the judgment of the President, that the regularly elected Council fails to represent some important segment of the faculty, the President, with the consent of the majority vote of the Academic Council, may rectify the situation by the appointment from that segment of one more voting member in that year from the members of the Academic Senate.

(e) Until September 1, the persons elected at this election shall be known as the "Council-elect".

(f) The ballots cast in the election for Academic Council shall be recounted to determine the person most favored by the Academic Senate. That person shall be known until September 1, as "Speaker elect" of the Faculty. On September 1, the Speaker-elect shall become Speaker.

(g) The Council shall elect from its membership a Secretary who shall also serve as Secretary of the Academic Senate and the General Faculty. The Secretary shall see that minutes are kept, made available to any faculty member, and filed in the Office of the President and, through that office, with the Office of the Deputy Chancellor, the Office of the Secretary to the Board of Regents, and with the Library of The University of Texas at Dallas.

(h) The Academic Council shall concern itself with all matters within the jurisdiction of the Academic Senate and shall report thereon to the Academic Senate, through the Speaker, for such action as the Academic Senate may determine. The Academic Council shall advise the President on the agenda of the Academic Senate.

(i) The President of The University of Texas at Dallas shall keep the Academic Council informed as far as practicable on all matters of general interest to The University of Texas at Dallas.

(j) At its first meeting of each academic year, which shall be called by the President as soon after September 1 of each year as possible, the Council shall prepare a calendar of regular meetings for the Academic Council and the Academic Senate and shall set the date of the annual General Faculty meeting. The calendar, including the date of the annual General Faculty meeting, shall be published as early in the academic year as practicable. The calendar shall provide for meetings of the Academic Senate no less often than four times per academic year.

(k) Under usual circumstances, the President shall not give effect to proposals on matters within the jurisdiction of the Senate without an affirmative action of the Senate. However, in emergency situations, where the Academic Council has determined that Academic Senate action is not feasible, the Academic Council may act as the executive committee of the Senate. All such actions of the Council shall be reported by the Speaker of the Faculty at the next Academic Senate meeting. In the event the Senate repudiates an act of the Council, the act shall be nullified and be without legislative authority.

(l) Any memorandum to the Academic Senate prepared by any General Faculty Member of the University shall be delivered to the Speaker of the Faculty and must be reported to the Academic Senate by the Academic Council, along with its opinion.

(m) All matters to be presented to the Academic Senate requiring legislative action shall first be referred to the Academic Council for its opinion, except upon vote of two thirds of the members of the Academic Senate present and voting.

(n) A proposal to constitute a new legislative body or reorganize an existing one shall be considered by the Academic Council which, having ascertained the views of the interested parties, shall report its opinion to the Academic Senate for action.

(o) From a list of five students submitted to the President by the President of the Student Congress, the President and the Academic Council annually shall agree on two Student Observers who may attend meetings of the Academic Senate, but shall not have the privilege of the floor. The President of the Student Congress shall be a non-voting participant in the Academic Council during the Council's non-executive sessions.

((Sections 21.12-21.20 Reserved for Expansion))

## HARRY RANSOM

The career of HARRY RANSOM at The University of Texas spanned forty years, during which he held in succession all of the academic ranks and the offices of Assistant and Associate Dean of the Graduate School, Dean of the College of Arts and Sciences, Vice-President and Provost, President, Chancellor of The University of Texas System, and Chancellor Emeritus. At the time of his death on 19 April 1976 he was engaged in writing the history of The University up to his accession to the Presidency. When that history is completed and brought up to the present, it is inconceivable that anyone else in its pages will have played so important a part in that history or have left so great an impression upon The University.

As teacher and administrator, HARRY RANSOM never lost sight of the primary function of a university--to educate students. To educate them to the utmost of their capacity, he knew that The University must have an eminent faculty, fully-equipped laboratories, and great libraries. Essentially he was a man of vision and a dreamer of great dreams, all of which converged into the one great dream of making The University of Texas into a university of the first class. If others before him had had a similar dream, they lacked the "golden tongue" to persuade higher authorities to cooperate in translating that dream into reality. It is not too much to assert that when he came to The University in 1935, he found it a provincial university of medium size and that when he ~~resigned~~ <sup>retired</sup> the Chancellorship in 1971, he left behind him a great university of international distinction. Although such an accomplishment could not have been the work of any one man, for many years his was the inspiration and his was the guiding hand. Many of those who survive him will remember "THE RANSOM YEARS" as the halcyon years of The University. *from*

When all else may be forgotten, The Academic Center and what was formerly called The Humanities Research Center will stand as monuments to his genius and his foresight. Libraries to him were never conceived of as museums: The Academic Center is an important tool in the education of the vast number of undergraduate students; The Humanities Research Center a necessary tool for graduate students and scholars the world over. For fifteen years HARRY RANSOM was universally recognized as the greatest single builder of libraries in the world. The primary result was The Humanities Research Center, a misnomer since it was not limited to books and manuscripts in the humanities. Recently it was given a place in Anthony Hobson's FIFTY GREAT LIBRARIES as one of the five great libraries in the United States. In 1974 the Board of Regents renamed it fittingly THE HARRY RANSOM CENTER; therefore,

BE IT RESOLVED, That the Board of Regents takes cognizance of HARRY RANSOM'S manifold contributions to The University of Texas and its sense that in his death we have suffered a grievous loss; and

BE IT FURTHER RESOLVED, That a copy of this resolution be transmitted to his wife, HAZEL RANSOM, with our expression of gratitude for the life and work of HARRY RANSOM and our deep sympathy with her in our shared loss.

6. U. T. Permian Basin: Proposed Initial Rates for University Housing and Establishment of Housing Application Deposit (Catalog Change). --

PRESIDENT CARDOZIER'S RECOMMENDATION:

THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN

Odessa, Texas 79762

April 15, 1976

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado Street  
Austin, Texas 78701

Dear Mr. Walker:

It is recommended that the following rental rates, excluding electricity, be established for University Housing on The University of Texas of the Permian Basin campus effective at the beginning of the Fall Semester, 1976:

<u>Long Session</u>	<u>Per Semester or Summer Term</u>
Single Room	\$260.00
Double Room, per person	\$200.00
Summer Session	
Single Room	\$ 97.50
Double Room, per person	\$ 75.00

Additionally, it is recommended that the University be authorized to collect a deposit in the amount of \$50.00 with each application for University Housing accommodations. The deposit would be forfeited if a notice of cancellation was not received prior to August 1 or the student did not show for registration at the opening of the respective semester or summer term for which the reservation was made.

If you concur with these recommendations, it is requested that they be submitted to the Board of Regents for approval and authorization for the necessary amendments to The University of Texas of the Permian Basin catalog.

Sincerely,

*V. R. Cardozier*  
V. R. Cardozier  
President

Odessa (915) 367-2011

Austin (512) 477-5407

Dallas (214) 823-9293

Midland (915) 563-1426

SYSTEM ADMINISTRATION'S CONCURRENCE:

System Administration concurs in the recommendation of President Cardozier that the initial room rates set forth below be approved for the student housing to be provided at The University of Texas of the Permian Basin effective with the beginning of the Fall Semester, 1976.

	<u>Proposed Initial Rates Excluding Electricity</u>
<u>Long Session - Per Semester</u>	
Single Room - one person	\$260.00
Double Room - per person	200.00
<u>Summer Session - Per Six-Week Term</u>	
Single Room - one person	\$ 97.50
Double Room - per person	75.00

System Administration also concurs in Dr. Cardozier's recommendation for a housing application deposit of \$50.00 to be collected from each applicant. Such deposit will be forfeited if a notice of cancellation is not received prior to August 1 for each fall semester or the student does not register at the opening of the respective semester or summer term for which the application is made.

Approval of the above recommendations will result in amendments to the U.T. Permian Basin catalog to reflect these changes.



## **Buildings & Grounds Committee**

BUILDINGS AND GROUNDS COMMITTEE  
Committee Chairman Bauerle, Presiding

Date: May 14, 1976

Time: Following the Meeting of the Academic and Developmental  
Affairs Committee

Place: Main Building, Suite 212  
U. T. Austin  
Austin, Texas

Page  
B & G

U. T. AUSTIN

1. Communication Building - Modifications:  
Recommended Contract Award and Addi-  
tional Appropriation Therefor 4
2. Perry -Castañeda Library: Recommended  
Inscription on Plaque 6
3. Addition to Robert A. Welch Hall: Request  
to Ratify Contract Award for Laboratory and  
Library Equipment 6
4. Waller Creek Improvements: Presentation  
of Final Plans for Phase I, Request to  
Advertise for Bids, to Appoint Committee  
to Award Contract and to Appropriate Addi-  
tional Funds 7

U. T. EL PASO

5. Special Events Center: Recommendation to  
Award Contract for Landscaping 8
6. Special Events Center: Recommended  
Inscription on Plaque 8

U. T. SAN ANTONIO

7. Classroom and Office Building and Addition  
to Arts Building (Phase II Building): Presen-  
tation of Preliminary Plans and Request for  
Authorization to Prepare Final Plans 9

DALLAS HEALTH SCIENCE CENTER

8. Dallas Southwestern Medical School -  
Remodeling of Edward H. Cary Basic Science  
Hall (Commonly Known as the Cary Building)  
Phases B, C and D: Presentation of Final  
Plans and Request for Authorization to Adver-  
tise for Bids 9

DALLAS HEALTH SCIENCE CENTER (continued)

9. Dallas Southwestern Medical School - Alteration and Expansion of Skillern Student Union Building - Phase I Expansion for Service and Support Facilities: Request for Project, Project Architect to Prepare Preliminary Plans and Appropriation Therefor 10
10. Dallas Southwestern Medical School - Expansion of Parking Lot #4: Request to Appoint Committee to Award Construction Contract 10

GALVESTON MEDICAL BRANCH

11. Galveston Medical School - Auditorium Facilities: Presentation of Site Recommendation and Cost Estimate and Request for Authorization to Prepare Preliminary Plans 11
12. Galveston Hospitals - Additions to John Sealy Hospital: Request for Temporary Kitchen Facility and Appropriation 11
13. Galveston Hospitals - Remodeling of Existing John Sealy Hospital: Presentation of Final Plans on Phase I and Request for Authorization to Advertise for Bids and for Additional Appropriation 12

GALVESTON MEDICAL BRANCH, HOUSTON HEALTH SCIENCE CENTER AND UNIVERSITY CANCER CENTER

14. Central Food Service Facility: Report of Committee and Request for Ratification of Contract Award 13

HOUSTON HEALTH SCIENCE CENTER

15. Houston Medical School - Houston Medical School Building - Phase III: Recommendation to Issue Change Order for Anatomy Area Revision and Approval of Funding Therefor 15

SAN ANTONIO HEALTH SCIENCE CENTER

16. Expansion of Physical Plant Buildings Nos. 1 and 2: Presentation of Preliminary Plans and Request for Authorization to Prepare Final Plans 15
17. San Antonio Medical School - Alterations and Additions to Medical School Building for Library Expansion: Request for Project, Authorization to Prepare Final Plans and Appropriation Therefor 16

SAN ANTONIO HEALTH SCIENCE CENTER (continued)

18. San Antonio Medical School and San Antonio Dental School - Expansion [Phases I, II and III]: Presentation of Final Plans and Request for Authorization to Advertise for Bids 16

UNIVERSITY CANCER CENTER

19. M. D. Anderson - Remodeling of Present Building: Presentation of Preliminary Plans and Request for Authorization to Prepare Final Plans 17
20. M. D. Anderson - Lutheran Hospital Addition: Recommended Inscription on Plaque 17

U. T. AUSTIN

21. Addition to Pharmacy Building: Request for Project, Project Architect with Authorization to Prepare Preliminary Plans and Appropriation Therefor 18

1. U. T. AUSTIN: MODIFICATIONS TO COMMUNICATION BUILDING (PROJECT NO. 102-27) - RECOMMENDED AWARD OF CONTRACT AND ADDITIONAL APPROPRIATION THEREFOR.--At its April 28, 1975, meeting the Board of Regents approved final plans for Modifications to the Communication Building at The University of Texas at Austin. This project provides for improved air supply and exhaust systems for the Photography Laboratory, reduction of noise levels in TV studios and increased ventilation of elevator penthouses.

It was clear at the time that the project was ready to bid in February, 1976, that the bids would be in excess of the \$130,000.00 previously approved by the Board of Regents. However, in the interest of providing the Board with accurate cost information on which to base a decision, it was decided to bring bids for each segment of work to the Board rather than cost estimates. Accordingly, bids were called for, and were received, opened and tabulated on April 13, 1976, as shown below:

Bidder	Base Bid	Add Alternates		Bidder's Bond
		No. 1	No. 2	
Air Conditioning, Inc., Austin, Texas	\$157,000.00	\$141,000.00	\$7,000.00	5%
J. M. Boyer, Inc., Austin, Texas	159,314.00	112,224.00	7,500.00	5%
Porter Plumbing and Heating Company, Inc., Austin, Texas	150,500.00	142,646.00	6,639.00	5%

The priorities for corrective work were established by U. T. Austin, as follows:

- a. Base Bid - Improved heating, ventilating and air conditioning system for photography laboratory
- b. Alternate No. 1 - Noise control in TV studios
- c. Alternate No. 2 - Additional ventilation in elevator penthouses.

The following alternatives are open to the Board of Regents:

- a. Reject all bids
- b. Award the Base Bid to the low bidder, Porter Plumbing and Heating Company, Inc., in the amount of \$150,500.00 and approve a total project cost of \$175,000.00
- c. Award the Base Bid and Additive Alternate No. 1 to the low bidder on the combined bids, J. M. Boyer, Inc., in the amount of \$271,538.00 and approve a total project cost of \$310,000.00
- d. Award the Base Bid, Additive Alternate No. 1 and Additive Alternate No. 2 to the low bidder on the combined bids, J. M. Boyer, Inc., in the amount of \$279,038.00 and approve a total project cost of \$336,980.00.

President Rogers and System Administration recommend either that the Board:

1. Select and approve Alternative d, above, in which event:

- a. A construction contract would be awarded to J. M. Boyer, Inc., Austin, Texas, for Modifications to the Communication Building at The University of Texas at Austin, as follows:

Base Bid - Building "A", Improved Heating Ventilating and Air Conditioning for Photography Laboratory \$159,314.00

Additive Alternates:

No. 1 - Building "B", TV Studio Noise Control 112,224.00

No. 2 - Mechanical Ventilation, Elevator Penthouses 7,500.00

Total Recommended Contract Award \$279,038.00

- b. Additional funds in the amount of \$206,980.00 would be appropriated from interest on bond proceeds, \$130,000.00 having been previously appropriated from the same source;

Or, in the event that the Board decides not to approve all the modifications encompassed by Alternate d,

2. Select and approve Alternate b, above, in which event:

- a. A construction contract would be awarded to Porter Plumbing and Heating Company, Inc., in the amount of \$150,500.00 for Modifications to the Communication Building at The University of Texas at Austin, consisting of the Base Bid only, Improved Heating, Ventilating and Air Conditioning for the Photography Laboratory in Building "A", and

- b. Additional funds in the amount of \$45,000.00 would be appropriated from interest on bond proceeds, \$130,000.00 having been previously appropriated from the same source.

The committee appointed at the Regents' meeting on June 5, 1975, to award a construction contract for these modifications within the \$130,000 previously appropriated did not have authority to award a contract since these bids were in excess of that amount.

2.

U. T. AUSTIN: PERRY-CASTANEDA LIBRARY - RECOMMENDED INSCRIPTION ON PLAQUE.--It is recommended that the inscription set out below be approved for the plaque to be placed on the Perry-Castaneda Library at The University of Texas at Austin. This inscription follows the standard pattern approved by the Board at the meeting held October 1, 1966.

PERRY-CASTANEDA LIBRARY

1974

BOARD OF REGENTS

A. G. McNeese, Jr., Chairman  
Dan C. Williams, Vice-Chairman  
James E. Bauerle, D.D.S.  
Edward Clark  
Frank C. Erwin, Jr.  
Jenkins Garrett  
Mrs. Lyndon B. Johnson  
Joe T. Nelson, M.D.  
Allan Shivers

Charles A. LeMaistre, M.D.,  
Chancellor, The University  
of Texas System  
Stephen H. Spurr, President,  
The University of Texas  
at Austin

John E. Breen, Chairman,  
Faculty Building Advisory  
Committee, The University  
of Texas at Austin

Bartlett Cocke and Associates, Inc.,  
and Phelps and Simmons and  
Associates, Project Architect  
John J. Stokes DBA  
Stokes Construction Company,  
Contractor

3.

U. T. AUSTIN: ADDITION TO ROBERT A. WELCH HALL (PROJECT NO. 102-196) - RATIFICATION OF ADDITION TO CONSTRUCTION CONTRACT WITH MANHATTAN CONSTRUCTION COMPANY FOR THE INCORPORATION OF LABORATORY AND LIBRARY EQUIPMENT.--In accordance with authorization given at the Regents' meeting held December 12, 1975, the Office of Facilities Planning and Construction has taken action to install laboratory and library equipment in Robert A. Welch Hall at The University of Texas at Austin. Approval was given for the laboratory and library equipment to be purchased and installed either through negotiations with the building contractor or by separate contract award, whichever course of action proved to be in the University's best interest.

On March 4, 1976, under the supervision of Office of Facilities Planning and Construction, the building contractor took competitive bids for the laboratory and library equipment which were opened, read and tabulated in a public bid opening. Evaluations by the building Users, Project Architect and the Office of Facilities Planning and Construction indicated that all of the low bidders offered favorable prices. The award of these equipment purchases and paying for their installation under the existing construction contract is definitely advantageous to the University in comparison with separate contracts. The total functional requirements related to laboratory and library equipment will be provided by this addition to the contract for the Addition to Robert A. Welch Hall and can be accomplished within funds previously appropriated.

President Rogers and System Administration recommend that the Board ratify the addition to the construction contract with Manhattan Construction Company in an amount not to exceed \$2,253,284.00 for furnishing and installing laboratory and library equipment for the Addition to Robert A. Welch Hall at The University of Texas at Austin.

4 U. T. AUSTIN: WALLER CREEK IMPROVEMENTS (PROJECT NO. 102-343) - PRESENTATION OF FINAL PLANS FOR PHASE I, REQUEST FOR ADVERTISEMENT FOR BIDS, APPOINTMENT OF COMMITTEE FOR CONTRACT AWARD AND ADDITIONAL APPROPRIATION THEREFOR.--In accordance with authorization given at the Regents' meeting held December 12, 1975 Design Development Plans for Waller Creek Improvements at The University of Texas at Austin have been prepared by the Project Architect, John C. Robinson, Jr., Austin, Texas. The development, stretching from the intersection of San Jacinto Boulevard and Speedway on the north to Fifteenth Street on the south, includes construction of hike and bike trails, scenic overlooks, removal of debris, stream bed clean-up and additional features such as security lighting, irrigation, and landscape plantings for enhancement and preservation of the natural characteristics of the Waller Creek area.

The Board also authorized the preparation of final plans and specifications in such a way as to permit construction of the project in phases. One initial phase recommended by the U. T. Austin Faculty Building Advisory Committee and the Waller Creek Coordinating Committee encompasses the segment immediately north of Fifteenth Street. This phase of the project could be connected to the completed City of Austin improvements identified as Waterloo Park. In recognition of the need for incremental phasing, final plans and specifications for the segment immediately north of Fifteenth Street and reaching as far as the Trinity Street Bridge have been prepared as Phase I of the University's Waller Creek Improvements.

For the total development of Waller Creek Improvements on U. T. Austin property, the Project Architect currently estimates a cost of \$1,511,323.00 for construction, which excludes fees and related project expenses. In the continuing development and preparation of final plans for future phases, revised cost estimates for each phase will be brought to the Board for consideration as the various plans are completed and brought to the Board for approval.

President Rogers and System Administration recommend that the Board:

- a. Approve the final plans for Waller Creek Improvements Phase I for the segment running from Fifteenth Street to the Trinity Street Bridge, and authorize advertisement for bids
- b. Appoint a committee consisting of President Rogers, Director Kristoferson, Associate Deputy Chancellor Landrum, Deputy Chancellor Walker, Committee Chairman Bauerle and Board Chairman Shivers to award a construction contract between Board meetings and within funds available for this project
- c. Appropriate \$300,000.00 from Interest on Permanent University Fund Bond Proceeds for the initial construction cost of Phase I, fees and related project expenses, \$60,000.00 having been previously appropriated from interest on bond proceeds.



5. U. T. EL PASO: SPECIAL EVENTS CENTER (PROJECT NO. 201-278) - LANDSCAPING - RECOMMENDED AWARD OF CONTRACT TO BLACK'S NURSERY, INC., EL PASO, TEXAS.--In accordance with authorization given at the Regents' meeting December 13, 1974, a construction contract was awarded for construction of a Special Events Center at The University of Texas at El Paso. Construction is now approximately 65% complete. As part of total project cost, funds were reserved for future landscape work.

Bids were called for and were received, opened and tabulated on April 20, 1976 as shown below, for the Special Events Center Landscaping at The University of Texas at El Paso:

<u>Bidder</u>	<u>Base Bid</u>	<u>Bidder's Bond</u>
Black's Nursery, Inc., El Paso, Texas	\$66,977.00	5%
Caby's Landscape Garden Center, Inc., El Paso, Texas	79,950.00	5%
Myers Company El Paso, Inc., El Paso, Texas	68,869.00	5%
Texas Landscape Constructors, Inc., Austin, Texas	81,014.00	5%

President Templeton and System Administration recommend that the Board award a construction contract for the Special Events Center Landscaping at The University of Texas at El Paso to the low bidder Black's Nursery, Inc., El Paso, Texas, in the amount of \$66,977.00.

Funds to cover the recommended construction contract award, fees and miscellaneous expenses are available within the funds previously approved and appropriated.

6. U. T. EL PASO: SPECIAL EVENTS CENTER - RECOMMENDED INSCRIPTION ON PLAQUE.--It is recommended that the inscription as set out below be approved for the plaque to be placed on the Special Events Center at The University of Texas at El Paso. This inscription follows the standard pattern approved by the Board at the meeting held October 1, 1966.

SPECIAL EVENTS CENTER

1974

BOARD OF REGENTS

A. G. McNeese, Jr., Chairman  
 Dan C. Williams, Vice-Chairman  
 James E. Bauerle, D.D.S.  
 Edward Clark  
 Frank C. Erwin, Jr.  
 Jenkins Garrett  
 Mrs. Lyndon B. Johnson  
 Joe T. Nelson, M.D.  
 Allan Shivers

Charles A. LeMaistre, Chancellor,  
 The University of Texas System  
 Arleigh B. Templeton, President,  
 The University of Texas at  
 El Paso

B. W. Crain, Jr., Project  
 Architect  
 Jordan and Nobles Construction  
 Company, Contractor

7. U. T. SAN ANTONIO: CLASSROOM AND OFFICE BUILDING AND ADDITION TO ARTS BUILDING (PHASE II BUILDINGS) (PROJECT NO. 401-334) - PRESENTATION OF PRELIMINARY PLANS AND REQUEST FOR AUTHORIZATION TO PREPARE FINAL PLANS.--In accordance with the project authorization given at the Regents' meeting held July 25, 1975, preliminary plans and specifications for the construction of the Classroom and Office Building and the Addition to Arts Building (Phase II Buildings) at The University of Texas at San Antonio have been prepared by Project Architect, Bartlett Cocke & Associates, Inc. with Associate Architect, Frank M. Valdez & Associates.

President Flawn and System Administration recommend that the Board:

- a. Approve the preliminary plans and outline specifications at an estimated total project cost of \$13,500,000.00 which has been previously approved from Legislative Appropriations
- b. Authorize the Project Architect to prepare final plans and specifications for consideration of the Board at a future meeting.

8. DALLAS HEALTH SCIENCE CENTER (DALLAS SOUTHWESTERN MEDICAL SCHOOL): REMODELING OF EDWARD H. CARY BASIC SCIENCE HALL (COMMONLY KNOWN AS THE CARY BUILDING) PHASES B, C AND D (PROJECT NO. 303-102) - PRESENTATION OF FINAL PLANS AND REQUEST FOR AUTHORIZATION TO ADVERTISE FOR BIDS. --In accordance with the authorization given by the Board at its meeting on July 25, 1975, the project for Remodeling of the Edward H. Cary Basic Science Hall (commonly known as the Cary Building), Phases B, C and D, at the Dallas Southwestern Medical School was reactivated. The final plans were reviewed and necessary revisions to meet current requirements were made by the Project Architect, Harper, Kemp, Clutts and Parker, Dallas, Texas. These revised final plans call for the remodeling of approximately 72,000 gross square feet of area within an estimated total project cost of \$2,500,000.

President Sprague and System Administration recommend that the Board:

- a. Approve the final plans and specifications at an estimated total project cost of \$2,500,000.00 which has previously been approved from Legislative Appropriations
- b. Authorize the Director of the Office of Facilities Planning and Construction to advertise for bids to be presented to the Board at a future meeting.

9. DALLAS HEALTH SCIENCE CENTER: ALTERATION AND EXPANSION OF SKILLERN STUDENT UNION BUILDING - PHASE I EXPANSION FOR SERVICE AND SUPPORT FACILITIES - REQUEST FOR PROJECT AUTHORIZATION, APPOINTMENT OF PROJECT ARCHITECT FOR PREPARATION OF PRELIMINARY PLANS AND COST ESTIMATE, AND APPROPRIATION THEREFOR. --The Dallas Health Science Center is currently housing several service and support facilities within the Philip R. Jonsson Basic Science Research Building and the Cecil H. and Ida Green Science Building in areas needed for the teaching departments. The areas involved include the Police Department, the Safety Office, the Mail Room, and the Microscope Storage and Workroom.

A study conducted by the Institution and the Office of Facilities Planning and Construction indicates that these areas can best be relocated as part of the Phase I Expansion of the Skillern Student Union Building. This approach will free valuable teaching space and consolidate various support functions in a manner consistent with the master planning concepts adopted for the campus.

President Sprague and System Administration recommend that the Board:

- a. Authorize the Alteration and Expansion of the Skillern Student Union Building - Phase I Expansion for Service and Support Facilities
- b. Appoint Fisher and Spillman Architects, Incorporated, Dallas, Texas, Project Architect with authorization to prepare preliminary plans and a cost estimate to be presented to the Board at a future meeting
- c. Appropriate \$15,000.00 from Dallas Health Science Center Plant Fund Account No. 671008 established for this purpose, to cover fees and miscellaneous expenses through the completion of preliminary plans.

10. DALLAS HEALTH SCIENCE CENTER (DALLAS SOUTHWESTERN MEDICAL SCHOOL): EXPANSION OF PARKING LOT #4 (PROJECT NO. 303-348) - REQUEST FOR APPOINTMENT OF COMMITTEE TO AWARD CONSTRUCTION CONTRACT.--At the Regents' meeting on March 26, 1976, authorization was given for the Expansion of Parking Lot #4 at the Dallas Health Science Center. This expansion will accommodate approximately 250 additional cars at an estimated total project cost of \$185,000.00. The authorization included preparation of final plans, advertisement and receipt of bids.

The Institution has an urgent need to complete this project by September 1976 to accommodate an increased number of students, staff and faculty in the Fall. It is believed that award of a construction contract by Committee will save valuable time and increase the chances of meeting the Fall deadline.

President Sprague and System Administration recommend that the Board appoint a Committee consisting of President Sprague, Director Kristoferson, Associate Deputy Chancellor Landrum, Deputy Chancellor Walker, Committee Chairman Bauerle, and Board Chairman Shivers to award a construction contract for this project within the estimated total project cost of \$185,000.00 previously appropriated.

The results of the Committee action will be brought to the Board at a future meeting.

11. GALVESTON MEDICAL BRANCH (GALVESTON MEDICAL SCHOOL): AUDITORIUM FACILITIES (PROJECT NO. 601-320) - PRESENTATION OF SITE RECOMMENDATION AND COST ESTIMATE AND REQUEST FOR AUTHORIZATION TO PREPARE PRELIMINARY PLANS.--In accordance with the authorization of the Board on September 20, 1974, program requirements, site recommendations, and cost estimates have been prepared for Auditorium Facilities at The University of Texas Medical Branch at Galveston.

Initial investigations indicate that a total seating capacity of 1,000 is required to satisfy the increased enrollment at the Medical Branch and the programs for continuing education as well as other seminars and conferences conducted on the campus. Flexibility of planning will allow division of the Auditorium into smaller areas for optimum utilization. Acoustical properties and appropriate audio/visual capacity will be considered. Evaluation of the long range development plan for the campus supports a proposed location in the vicinity of Tenth Street and Avenue C between the Library and Basic Science Building. The estimated total project cost for this facility is \$3,000,000.00.

President Levin and System Administration recommend that the Board:

- a. Approve the program requirements, site recommendation, and cost estimate for the project
- b. Authorize the Project Architect, Kenneth Bentsen and Associates, Houston, Texas, to proceed with preliminary plans to be brought to the Board at a future meeting. Appropriation of \$50,000.00 for fees has been previously appropriated by the Board.

12. GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS): ADDITIONS TO JOHN SEALY HOSPITAL (PROJECT NO. 601-066) - REQUEST FOR CONSTRUCTION OF TEMPORARY KITCHEN FACILITY AND APPROPRIATION THEREFOR.--The construction contract approved by the Board in February 1974 for the Additions to John Sealy Hospital at The University of Texas Medical Branch at Galveston is approximately 63% complete. To facilitate construction access and working conditions in the Surgical Suite Remodeling on Level 2 above the existing kitchen, current investigations indicate the necessity of relocating the hospital kitchen in a temporary structure. Access to utilities in the kitchen ceiling will disrupt kitchen functions.

The Galveston Medical Branch Administration has determined that an interim kitchen operation can be maintained in a temporary metal building of approximately 6,750 square feet erected to the east of the existing kitchen on the north dock area. Since this area is surrounded by existing construction activities, accomplishment of the work by issuance of a change order to the existing construction contract with Thomas Construction Company, Inc., is proposed.

President Levin and System Administration recommend that the Board:

- a. Authorize the construction of a temporary kitchen facility for John Sealy Hospital at an estimated total project cost of \$200,000.00
- b. Authorize the Office of Facilities Planning and Construction to negotiate a change order with the existing building Contractor after plans and specifications for the temporary building have been prepared by the Project Architect, Pierce, Goodwin and Flanagan
- c. Appropriate \$200,000.00 from Medical Branch Plant Funds to cover the temporary kitchen facility construction cost and related expenses.

13. GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS): REMODELING OF EXISTING JOHN SEALY HOSPITAL (PROJECT NO. 601-296) - PRESENTATION OF FINAL PLANS ON PHASE I AND REQUEST FOR AUTHORIZATION TO ADVERTISE FOR BIDS AND ADDITIONAL APPROPRIATION THEREFOR.--In accordance with authorization given by the Board on October 24, 1975, final plans and specifications have been prepared for Phase I of the Remodeling of Existing John Sealy Hospital at The University of Texas Medical Branch at Galveston by the Project Architect, Page Southerland Page, Houston, Texas.

This initial phase will include Phase IA - The upgrading of the basic mechanical systems for the A, B and C Wings of the hospital, and Phase IB - The remodeling of approximately 24,000 sq. ft. within the Children's Wing. The estimated total project cost is \$3,300,000.00.

President Levin and System Administration recommend that the Board:

- a. Approve the final plans and specifications of the Phase I Remodeling of Existing John Sealy Hospital at an estimated total project cost of \$3,300,000.00 previously authorized
- b. Authorize the Director of the Office of Facilities Planning and Construction to advertise for bids on Phase IA and IB as appropriate areas become vacated. The results of the bids will be brought to the Board at a future meeting
- c. Appropriate an additional \$25,000.00 from Medical Branch Plant Funds Project Allocation Account for fees and miscellaneous expenses through the bidding of the project, \$155,000.00 having been previously appropriated from the same source and \$10,000.00 previously appropriated from Permanent University Fund Bond proceeds.

14.

GALVESTON MEDICAL BRANCH (GALVESTON HOSPITALS), HOUSTON HEALTH SCIENCE CENTER, AND UNIVERSITY CANCER CENTER (M. D. ANDERSON HOSPITAL): CENTRAL FOOD SERVICE FACILITY (PROJECT NO. 703-235) - REPORT OF COMMITTEE AND REQUEST FOR RATIFICATION OF AWARD OF CONTRACT TO GEORGE A. FULLER COMPANY, DIVISION OF NORTHROP CORPORATION, CHICAGO, ILLINOIS.--In accordance with authorization given at the Regents' meeting held June 5, 1975, bids were called for and were received, opened and tabulated on April 6, 1976, as shown on the attached sheet for the Central Food Service Facility at Houston, Texas.

This project of 82,936 gross square feet provides for the construction and equipping of a semi-automated food processing facility that will supply prepared and staple food items to all of The University of Texas System Institutions in the Houston-Galveston area and related teaching hospitals. Financing of this project is assisted by a Hill-Burton Grant of \$1,000,000.00 and a direct federal loan of \$4,770,000.00.

The Special Committee, appointed at the June 5, 1975 Board meeting consisting of Director Kristoferson, Associate Deputy Chancellor Landrum, Deputy Chancellor Walker, Committee Chairman Bauerle and Board Chairman Shivers has awarded a construction contract within funds available for this project and subject to all concurrences of Federal Agencies to George A. Fuller Company, Division of Northrop Corporation, Chicago, Illinois, the low bidder, for the Central Food Service Facility at Houston, Texas as follows:

Base Bid	\$5,962,000.00
Add Alternates:	
No. 1 (Landscaping)	34,000.00
No. 2A (Tote Box Monorail)	36,000.00
No. 3 (Maintenance Area)	17,000.00
No. 4 (Emergency Generator)	62,000.00
No. 5A (Refrigeration System)	120,000.00
No. 6 (Basket Conveyor)	123,000.00
No. 7 (Vegetable Equipment Install.)	13,000.00
No. 8 (Cont. Steamer Install.)	4,000.00
No. 9 (Donut Equipment Install.)	<u>12,000.00</u>
Total Contract Award	<u>\$6,383,000.00</u>

Accordingly, System Administration recommends that the Board:

- a. Ratify the action taken by the Committee in awarding the construction contract as set out above for the Central Food Service Facility at Houston, Texas
- b. Approve a total project cost of \$11,476,000.00 to cover the recommended building construction contract award, movable furnishings and equipment, air balancing, landscaping, fees and miscellaneous expenses.

CENTRAL FOOD SERVICE FACILITY AT HOUSTON, TEXAS, FOR THE UNIVERSITY OF TEXAS SYSTEM  
 Bids Received at 2:00 P. M., April 6, 1976, at The University of Texas M. D. Anderson Hospital  
 and Tumor Institute at Houston, Houston, Texas

Bidder	Base Bid	Add Alternates									Bidder's Bond		
		No. 1	No. 2		No. 3	No. 4	No. 5		No. 6	No. 7		No. 8	No. 9
			Item 2A	Item 2B			Item 5a	Item 5b					
P. G. Bell Company, Houston, Texas	\$6,518,000	\$33,000	\$151,250	\$109,600	\$ 9,000	\$69,000	\$128,000	\$112,000	\$122,000	\$ 8,500	\$5,500	\$12,500	5%
Bullen Gierhart & Gray Construction Company, Bellaire, Texas	6,690,000	42,000	156,000	114,000	10,000	64,000	126,000	120,000	120,000	11,000	6,000	8,000	5%
Fleetwood Construction Company, Inc., Houston, Texas	6,271,367	40,000	169,000	112,000	16,000	83,000	137,000	117,000	128,000	12,000	5,000	19,000	5%
George A. Fuller Company, Division of Northrop Corporation, Chicago, Illinois	5,962,000	34,000	36,000	33,000	17,000	62,000	120,000	127,000	123,000	13,000	4,000	12,000	5%
H. A. Lott, Inc., Houston, Texas	6,670,000	47,600	170,000	114,000	11,000	78,500	140,000	121,000	125,000	9,100	4,500	13,106	5%
Robert E. McKee, Inc., El Paso, Texas	6,535,000	37,000	158,000	111,000	13,000	87,500	90,000	66,500	128,000	12,000	4,500	14,000	5%
Manhattan Construction Company, Houston, Texas	6,747,000	37,000	155,000	115,000	13,000	94,000	649,000	590,000	130,000	12,000	4,000	20,000	5%
Frank J. Rooney, Inc., Houston, Texas	6,400,000	61,000	152,000	111,000	5,700	71,000	121,000	113,000	127,000	8,000	3,400	19,000	5%
J. K. Ross Construction Company, Houston, Texas	7,254,000	42,000	155,000	112,000	30,000	103,000	125,000	121,000	128,000	10,000	4,000	20,000	5%
Spaw-Glass, Inc., Houston, Texas	6,666,000	38,000	150,000	108,600	6,500	61,500	700,800	644,000	115,200	5,000	2,100	16,800	5%
Tellepsen Construction Company, Houston, Texas	7,049,000	36,000	164,000	110,000	9,000	82,000	134,000	116,000	131,000	9,000	5,000	13,000	5%
Thomas Construction Company, Inc. of Missouri, Houston, Texas	6,411,000	35,500	165,000	108,500	6,900	61,000	128,000	114,000	134,500	3,800	1,400	9,800	5%
Wilmac-Tecon Associates, Houston, Texas	6,696,000	35,000	155,000	120,000	9,500	110,000	530,000	460,000	125,000	9,500	3,000	14,000	5%
Zapata Warrior Constructors, a Division of Zapata Constructors, Inc., Houston, Texas	6,425,000	35,000	152,000	109,000	9,000	70,000	120,000	115,000	125,000	5,000	2,500	10,000	5%

B & G - 14



- ✓
15. HOUSTON HEALTH SCIENCE CENTER (HOUSTON MEDICAL SCHOOL - PHASE III): (PROJECT NO. 701-285) - RECOMMENDATION TO ISSUE CHANGE ORDER FOR ANATOMY AREA REVISION AND APPROVAL OF FUNDING THEREFOR.--At the Board meeting in July 1975 the construction contract for the Houston Medical School - Phase III was awarded to Spaw-Glass, Inc. Subsequently, the need arose to modify space adjacent to the anatomy area for the preparation and storage of cadavers used in the Medical School, Dental School and other Houston Health Science Center educational facilities. The Project Architects have prepared plans for this modification.

President Berry and System Administration recommend that the Board authorize the Office of Facilities Planning and Construction to negotiate with the General Contractor, Spaw-Glass, Inc., for this modification to the anatomy area as a change order to the existing contract within the previously appropriated funds of \$300,000.00 including all fees and equipment.

- ✓
16. SAN ANTONIO HEALTH SCIENCE CENTER: EXPANSION OF PHYSICAL PLANT BUILDINGS NOS. 1 AND 2 (PROJECT NO. 402-338) - PRESENTATION OF PRELIMINARY PLANS AND REQUEST FOR AUTHORIZATION TO PREPARE FINAL PLANS.--In accordance with authorization given by the Board on February 13, 1976, preliminary plans and outline specifications have been prepared for the Expansion of Physical Plant Buildings Nos. 1 and 2 at the San Antonio Health Science Center by the Associated Project Architects Phelps & Simmons & Garza and Bartlett Cocke & Associates, Inc., San Antonio, Texas.
- See here*

These plans are for an expansion of approximately 45,000 square feet at an estimated total project cost of \$2,100,000.00.

President Harrison and System Administration recommend that the Board:

- a. Approve the preliminary plans and outline specifications for the Expansion of Physical Plant Buildings Nos. 1 and 2 at the San Antonio Health Science Center at an estimated total project cost of \$2,100,000.00 which has been previously appropriated
- b. Authorize the preparation of final plans and specifications for the project which will be presented to the Board at a future meeting.



17. SAN ANTONIO HEALTH SCIENCE CENTER (SAN ANTONIO MEDICAL SCHOOL): ALTERATIONS AND ADDITIONS TO MEDICAL SCHOOL BUILDING FOR LIBRARY EXPANSION - REQUEST FOR PROJECT AUTHORIZATION AND PREPARATION OF FINAL PLANS AND APPROPRIATION THEREFOR. --The existing Library Facilities in the Medical School Building at the San Antonio Health Science Center were designed for a student population of 450. Since the building was occupied in 1968, the student population has surpassed 800, exclusive of nursing students. More growth is projected over the next few years. Investigations by the Institution and the Office of Facilities Planning and Construction indicate that the existing open deck areas on the north, south and east sides of the Library can be economically enclosed to provide some additional much needed area. Approximately 6,000 square feet of area can be added at an estimated total project cost of \$250,000.00.

President Harrison and System Administration recommend that the Board:

- a. Authorize alterations and additions to the San Antonio Medical School Building for Library Expansion
- b. Authorize the Office of Facilities Planning and Construction to prepare final plans and specifications to be presented to the Board at a future meeting
- c. Appropriate \$250,000.00 from San Antonio Health Science Center Account No. 636-9000-8300 Unexpended Plant Funds for this project.

18. SAN ANTONIO HEALTH SCIENCE CENTER (SAN ANTONIO MEDICAL SCHOOL AND SAN ANTONIO DENTAL SCHOOL) - EXPANSION [PHASES I, II AND III] (PROJECT NO. 402-288): PRESENTATION OF FINAL PLANS AND REQUEST FOR AUTHORIZATION TO ADVERTISE FOR BIDS. --In accordance with the authorization given by the Board on September 12, 1975, final plans and specifications have been prepared for Expansion of The University of Texas Health Science Center at San Antonio (Phases I and II - San Antonio Medical School Building; and Phase III - San Antonio Dental School Building) by the Associated Project Architects Phelps & Simmons & Garza and Bartlett Cocke & Associates, Incorporated, San Antonio, Texas.

These plans provide for an addition of approximately 176,000 square feet at an estimated total project cost of \$16,964,758.00 and will accommodate an entering class of 200 medical students.

President Harrison and System Administration recommend that the Board:

- a. Approve the final plans and specifications for the Expansion of The San Antonio Health Science Center at an estimated total project cost of \$16,964,758.00
- b. Authorize the Director of the Office of Facilities Planning and Construction to advertise the project for bids which will be reported to the Board at a future meeting.

19. UNIVERSITY CANCER CENTER (M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE): REMODELING OF PRESENT BUILDING (PROJECT NO. 703-291) - PRESENTATION OF PRELIMINARY PLANS AND REQUEST FOR AUTHORIZATION TO PREPARE FINAL PLANS.--In accordance with the authorization given at the Regents' meeting held May 3, 1974, preliminary plans and outline specifications for phased remodeling of M. D. Anderson Hospital at The University of Texas System Cancer Center have been prepared by the Project Architect, Kenneth Bentsen and Associates.

President Clark and System Administration recommend that the Board:

- a. Approve the preliminary plans and outline specifications for the phased remodeling of M. D. Anderson Hospital at The University of Texas System Cancer Center at an estimated total project cost of \$12,000,000.00, and authorize the Project Architect to prepare final plans and specifications for phased construction which will be presented to the Board at future meetings
- b. Authorize the expenditure of \$450,000.00 from previously appropriated project funds for fees and miscellaneous expenses through the preparation of final plans and specifications.

20. UNIVERSITY CANCER CENTER (M. D. ANDERSON): LUTHERAN HOSPITAL ADDITION - (PROJECT NO. 703-78) - RECOMMENDED INSCRIPTION ON PLAQUE.--It is recommended that the inscription as set out below be approved for the plaque to be placed on the Lutheran Hospital Addition, of The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston. This inscription follows the standard pattern approved by the Board at the meeting held October 1, 1966.

THE LUTHERAN HOSPITAL  
M. G. & LILLIE A. JOHNSON BUILDING

1972

BOARD OF REGENTS

John Peace, Chairman  
Frank N. Ikard, Vice-Chairman  
Frank C. Erwin, Jr.  
Jenkins Garrett  
Mrs. Lyndon B. Johnson  
Joe M. Kilgore  
A. G. McNeese, Jr.  
Joe T. Nelson, M.D.  
Dan C. Williams

Charles A. LeMaistre, M.D.,  
Chancellor, The University  
of Texas System  
R. Lee Clark, M.D., President,  
The University of Texas M.D.  
Anderson Hospital and Tumor  
Institute at Houston

MacKie and Kamrath and  
Koetter, Tharp and Cowell,  
Project Architect

Manhattan Construction Company,  
Contractor

BUILDINGS AND GROUNDS COMMITTEE

SUPPLEMENTAL INFORMATION

May 14, 1976

Page  
B & G

U. T. AUSTIN

21. Addition to Pharmacy Building: Recommended  
Architectural Firms

Below

---

21. Addition to Pharmacy Building - List of Proposed Architectural  
Firms:

White, Budd, Van Ness Partnership, Houston, Texas  
~~Fisher and Spillman, Dallas, Texas~~  
~~Wilson-Stoeltje-Martin, Austin, Texas~~  
~~Peters and Fields, Austin, Texas~~  
~~Pfluger and Polkinghorn, Austin, Texas~~  
Barnes, Landes, Goodman, Youngblood, Austin, Texas

BUILDINGS AND GROUNDS COMMITTEE

EMERGENCY ITEMS

May 14, 1976

	<u>Page</u> <u>B &amp; G</u>
U. T. AUSTIN	
22. Perry-Castaneda Library: Recommended Award of Contracts for Carpeting	20
U. T. PERMIAN BASIN	
23. Student Housing (Temporary) - Site Develop- ment: Recommended Contract Award	21
UNIVERSITY CANCER CENTER	
24. M. D. Anderson - Lutheran Hospital Addition: Recommended Contract Awards for Furniture and Furnishings (Bid II)	23

22. U. T. AUSTIN: PERRY-CASTAÑEDA LIBRARY (PROJECT NO. 102-200) - RECOMMENDED AWARD OF CONTRACTS FOR CARPETING TO CARPET SERVICES, INC., DALLAS, TEXAS; AND ROCKFORD FURNITURE & CARPETS, AUSTIN, TEXAS.--Specifications for Carpeting for the Perry-Castañeda Library at The University of Texas at Austin were prepared by the Office of Facilities Planning and Construction and bids called for. These bids were received, opened, and tabulated on May 11, 1976, as shown below:

Bidder	Base Bid "A"	Base Bid "B"	Base Bid "C"	Bidder's Bond
Acme Floor Finishers, Inc., San Antonio, Texas	\$317,450.00	\$353,570.00	\$11,608.10	5%
Carpet Services, Inc., Dallas, Texas	329,000.00	362,000.00	9,500.00	5%
Contract Floor Cover- ings, Inc., Houston, Texas	361,874.00	402,134.00	12,107.00	5%
Fashion Carpet, Houston, Texas	360,450.00	397,000.00	12,578.00	5%
J. C. Penney Co., Arlington, Texas	356,580.00	399,580.00	12,742.00	5%
Rockford Furniture & Carpets, Austin, Texas	313,150.00	347,550.00	11,800.25	5%
San Antonio Floor Finishers, Inc., San Antonio, Texas	332,070.00	370,770.00	11,709.00	5%

Base Proposal "A" and Base Proposal "B" are alternate carpet specifications for the same installation. Only one proposal, Base Proposal "B", is to be awarded.

It is recommended by President Rogers and System Administration that award of contracts be made to the following low bidders:

Rockford Furniture & Carpets, Austin, Texas	
Base Proposal "B" (Carpet #1 Alt.)	\$347,550.00
Carpet Services, Inc., Dallas, Texas	
Base Proposal "C" (Carpet #2)	<u>9,500.00</u>
Grand Total Recommended Contract Awards	<u>\$357,050.00</u>

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

23. U. T. PERMIAN BASIN: SITE DEVELOPMENT FOR MOBILE STUDENT HOUSING (PROJECT NO. 501-312) - RECOMMENDED AWARD OF CONTRACT TO COTTINGHAM CONSTRUCTION COMPANY, INC., ODESSA, TEXAS.--In accordance with authorization given at the Regents' Meeting held March 26, 1976, bids were called for and were received, opened and tabulated on April 27, 1976, as shown below, for the Site Development for Mobile Student Housing at The University of Texas of the Permian Basin.

Bidder	Base Bid	Add Alternates				Value of Owner-Furnished Materials
		No. 1	No. 2	No. 3	No. 4	
Cottingham Construction Company, Inc., Odessa, Texas	\$206,500	\$7,000	\$110,000	\$57,500	\$3,000	\$5,000
Jones Bros. Rental Equipment Company, Inc., Odessa, Texas	208,200	7,500	113,800	58,000	3,000	4,500

Each bidder submitted with his bid a bidder's bond in the amount of 5% of the greatest amount bid

This project consists of site development at The University of Texas of the Permian Basin which will accommodate one hundred mobile home units to be used for temporary student housing.

When the bids were analyzed, it was determined that the base bid submitted by the low bidder, Cottingham Construction Company, Inc., was considerably higher than the final estimate prepared during design. In subsequent negotiation with the low bidder, it was discovered that his base bid included his bid price for Alternate No. 3. In short, he had included the cost of the laundry building in both his base bid and in his bid for Alternate No. 3. When it was made clear to him that he should have included the cost of the laundry building only in Alternate No. 3, the low bidder submitted a letter offering to do the work in the base bid for the sum of \$149,000.00 which is a fair and reasonable price.

The bid analysis also determined that the bid price for Alternate No. 3, the laundry building, was high. In negotiations with the low bidder, it was learned that there had been insufficient competition among some of the trades involved in construction of the laundry. The low bidder subsequently offered in writing to do the underground utilities and the laundry building foundation slab for the sum of \$8,700.00. This price is fair and reasonable. If the contractor's offer is accepted, it will allow the site development to proceed in a timely fashion and at the same time permit procurement of the construction for the remainder of the building at better prices.

President Cardozier and System Administration recommend that the Board:

- a. Award the construction contract for the Site Development for Mobile Student Housing at The University of Texas of the Permian Basin to the low bidder, Cottingham Construction Company, Inc., Odessa, Texas as follows:

Base Bid (negotiated)	\$149,000.00
Add Alternates	
No. 1 (Circuit Breakers)	7,000.00
No. 4 (Wheel Stops)	3,000.00
Price in lieu of Owner furnishing plastic pipe	5,000.00
Laundry Building slab and utilities (negotiated)	<u>8,700.00</u>
Total Recommended Contract Award	<u>\$172,700.00</u>

- b. Approve a total project cost of \$250,000.00 to cover the recommended construction contract award, landscaping estimated at \$31,000.00, fees and miscellaneous expenses.

The above recommended contract award and related project expenses can be provided within previously appropriated funds.

24. UNIVERSITY CANCER CENTER (M. D. ANDERSON): FURNITURE AND FURNISHINGS FOR BID II, LUTHERAN HOSPITAL AND CLINIC ADDITION (PROJECT NO. 703-78) - RECOMMENDED AWARD OF CONTRACTS FOR FURNITURE AND FURNISHINGS TO ROCKFORD FURNITURE & CARPETS, AUSTIN, TEXAS, AND STEWART OFFICE SUPPLY, DALLAS, TEXAS.--Specifications for Furniture and Furnishings for Bid II, Lutheran Hospital and Clinic Addition at the M. D. Anderson Hospital and Tumor Institute at Houston, The University of Texas System Cancer Center, were prepared by the Office of Facilities Planning and Construction and bids called for. These bids were received, opened, and tabulated on May 11, 1976 as shown below:

Bidder	Base Bid "A"	Base Bid "B"	Bidder's Bond
Clegg-Austin, Inc., Austin, Texas	\$54,045.90	No Bid	5%
Rockford Furniture & Carpets, Austin, Texas	No Bid	\$40,989.91	5%
Litton Office Products Centers, Houston, Texas	No Bid	42,333.98	5%
Stewart Office Supply, Dallas, Texas	51,367.47	No Bid	5%
Texas Office Supply Company, Inc., Houston, Texas	No Bid	42,970.24	5%
Wilhide, Inc., Dallas, Texas	No Bid	42,098.03	5%
Wilson Stationery & Printing Company, Houston, Texas	56,136.09	No Bid	5%

It is recommended by President Clark and System Administration that award of contracts be made to the following low bidders:

Stewart Office Supply,  
Dallas, Texas

Base Proposal "A" (Steelcase Chairs) \$51,367.47

Rockford Furniture & Carpets,  
Austin, Texas

Base Proposal "B" (Knoll Items) 40,989.91

Grand Total Recommended  
Contract Awards \$92,357.38

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



*Ames*

21. U. T. AUSTIN: ADDITION TO PHARMACY BUILDING - REQUEST FOR PROJECT AUTHORIZATION AND PREPARATION OF PRELIMINARY PLANS; APPOINTMENT OF PROJECT ARCHITECT; AND APPROPRIATION THEREFOR.--At its February 13, 1976 meeting, the Board of Regents approved expansion and rehabilitation of physical facilities of the College of Pharmacy at U. T. Austin to provide more space for teaching and research. The Board further authorized expansion of facilities at the San Antonio Health Science Center to provide for fifth year clinical training and related programs.

A feasibility study prepared by the Office of Facilities Planning and Construction indicates that the U. T. Austin Pharmacy Building can be expanded by the construction of a nine-level structure of approximately 65,600 gross square feet. The study, which is concurred in by U. T. Austin Administration, contemplates provision of classroom and office space only, rather than laboratory or other sophisticated facilities. The proposed expansion would require use of adjacent parking spaces for a construction period of approximately 30 months. Eventual restoration of the parking area for 80 cars will be part of the proposed project.

President Rogers and System Administration recommend that the Board:

- a. Authorize the Addition to the Pharmacy Building at The University of Texas at Austin for needed expansion of the College of Pharmacy *which ✓ / Res ✓ Lat space*
- b. Appoint a Project Architect from a list to be submitted at the meeting, with authorization for the preparation of preliminary plans and a cost estimate to be presented to the Board at a future meeting
- c. Appropriate \$55,000.00 from Interest on Bond Proceeds for necessary topographic and foundation surveys, miscellaneous expenses and fees through the preparation of preliminary plans.

# **Medical Affairs Committee**

**MEDICAL AFFAIRS COMMITTEE**  
Committee Chairman Nelson, Presiding

Date: May 14, 1976

Time: Following the Meeting of the Buildings and Grounds Committee

Place: Main Building, Suite 212  
U. T. Austin  
Austin, Texas

	<u>Page</u> <u>MED</u>
1. U. T. System: Revised Model Affiliation Agreement with Clinical Health Facilities for Nursing Students (Practice Laboratory and Other Educational Purposes)	Below
2. U. T. Arlington, Galveston Medical Branch, Houston Health Science Center (Schools of Nursing): Proposed Affiliation Agreements with	5
a. Psychiatric Institute of Fort Worth, Fort Worth, Texas	
b. Galveston County Health District, Galveston, Texas	
c. Houston Northwest Medical Center, Houston, Texas	
d. Veterans Administration Hospital, Houston, Texas	
3. U. T. Austin: Proposed Memorandum of Understanding with Veterans Administration Center, Temple, Texas	6
4. Dallas Health Science Center (Dallas Allied Health Sciences School): Affiliation Agreements with	10
a. Children's Rehabilitation Center, Inc., Amarillo, Texas	11
b. New Mexico Rehabilitation Center, Roswell, New Mexico	16
c. Human Development Services, Southern Methodist University, Dallas, Texas	21
d. Mental Health-Mental Retardation Regional Center of East Texas, Tyler, Texas	25
e. Turtle Creek Manor, Inc., Dallas, Texas	29
5. Galveston Medical Branch (Galveston Medical School): Proposed Increase in Monthly Rental Rates for Dormitories and Apartments	33

- 
1. U. T. System: Revised Model Affiliation Agreement with Clinical Health Facilities for Nursing Students (Practice Laboratory and Other Educational Purposes). --Chairman Nelson requested at the Regents' meeting on March 26, 1976, that the model affiliation agreement adopted on September 12, 1970, and amended on September 12, 1975, be reviewed and any changes deemed necessary to provide appropriate supervision for nursing students be incorporated.

Recommendation:

In response thereto, System Administration recommends that the following revised model affiliation agreement with clinical health facilities be adopted (Pages MED 2 - 4 ).



(3) The period of assignment shall be during regular University academic sessions, except in the instance of special arrangements, such as for workshop participants.

(4) The University will provide the Facility with the names of the students who are entitled to use the resources of the Facility under the terms of this agreement.

(5) Representatives of the University and the Facility shall meet as often as necessary to study the nursing program and terms of this agreement and make such suggestions and changes as are needed.

(6) University personnel, faculty, and students will be subject to the rules and regulations established by the Facility for the division of the Facility to which they are assigned:

- (a) the Facility will charge the University no fees for nursing practice opportunity afforded students;
- (b) students will be responsible for their own meals, laundry, and transportation to and from the Facility;
- (c) the University will be responsible for the students' health needs while in the performance of this agreement; and
- (d) the Facility will not be charged for services performed by University personnel or students.

(7) Insofar as the University is authorized by the Constitution and laws of the State of Texas, the University agrees to hold the Facility harmless from and against any and all liability resulting from the use of the Facility by the University. The University does not agree to hold the Facility harmless for the gross or willful negligence of the Facility, its officers, employees, or agents, or the actions of a third party over which the University has no supervision, control, or jurisdiction.

(8) The salaries and expenses of any instructors, supervisors, or other employees of the University will be paid by the

University. The University agrees that members of its faculty will serve as consultants and on committees of the Facility when requested by the Facility.

(9) The Facility further agrees as follows:

- (a) to maintain the criteria for accreditation as established by the Joint Commission on Accreditation of Hospitals, or other appropriate accrediting agency;
- (b) to provide to the University the necessary space or facilities for conference and classroom areas for student teaching, as available;
- (c) to provide lounge and locker space for students of the University, as available;
- (d) to allow students and faculty members of the University to utilize the Facility's eating facilities at the students' and faculty's sole expense; and
- (e) to plan jointly with all programs involved, when the resources are utilized as a clinical laboratory by nursing groups other than the University.

(10) This agreement is for a term of one year, and thereafter from year to year unless terminated by either party upon giving six months' advance written notice to the other party by certified mail.

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

ATTEST: BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_

FACILITY (List by Name)

\_\_\_\_\_

By \_\_\_\_\_

APPROVED as to Content: \_\_\_\_\_

APPROVED as to Form: \_\_\_\_\_

\_\_\_\_\_  
Deputy Chancellor

\_\_\_\_\_  
University Attorney

*Referred*

2. U. T. Arlington, Galveston Medical Branch, Houston Health Science Center (Schools of Nursing): Proposed Affiliation Agreements with (a) Psychiatric Institute of Fort Worth, Fort Worth, Texas (Nursing Care of Psychiatric Patients), (b) Galveston County Health District, Galveston, Texas (Community Health Nursing), (c) Houston Northwest Medical Center, Houston, Texas (Care of a Variety of Hospitalized Patients) and (d) Veterans Administration Hospital, Houston, Texas (Care of Acutely and Chronically Ill Patients). -- President Willman recommends and System Administration concurs that the following affiliation agreements based on the model affiliation agreement recommended in the previous item be approved. These agreements contain the standard hold harmless clause and provide for clinical facilities as indicated:

<u>Facility</u>	<u>Training</u>
Psychiatric Institute of Fort Worth Fort Worth, Texas	Nursing Care of Psychiatric Patients
Galveston County Health District Galveston, Texas	Community Health Nursing
Houston Northwest Medical Center Houston, Texas	Care of a Variety of Hospi- talized Patients
Veterans Administration Hospital Houston, Texas	Care of Acutely and Chronically Ill Patients

These agreements have been reviewed by the System Office of General Counsel in accordance with Board instructions at the March 26, 1976, Regents' meeting.

3. U. T. Austin: Proposed Memorandum of Understanding with Veterans Administration Center, Temple, Texas (Pages MED 8 - 9). --

SYSTEM ADMINISTRATION'S RECOMMENDATION:

System Administration concurs in the recommendation of President Rogers, set out below, that the Memorandum of Understanding on behalf of U.T. Austin and the Veterans Administration Center in Temple, Texas, be approved and that the Chairman be authorized to execute this on behalf of the Board of Regents. The Veterans Administration Center facility provides clinical training for graduate students of this department in the College of Education to obtain certification in Corrective Therapy.

This agreement does not contain the standard hold harmless clause, as this was not required by the facility.

RECOMMENDATION OF PRESIDENT ROGERS:



THE UNIVERSITY OF TEXAS AT AUSTIN  
OFFICE OF THE PRESIDENT  
AUSTIN, TEXAS 78712

President

March 19, 1976

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado

DEPUTY CHANCELLOR'S OFFICE U. T. SYSTEM	
Acknowledged.....	File.....
MAR 22 1976	
To.....	for info & return
To.....	Please advise me
To.....	Please handle

Dear Mr. Walker:

This will convey to you my approval of the proposed Memorandum of Understanding between the Board of Regents and the Veterans Administration Center, Temple, Texas. The program involves the Department of Health, Physical Education, and Recreation and the Veterans Administration Center, Temple, Texas. If you approve of the proposed Memorandum of Understanding and the relationship which it describes, will you take those actions necessary to secure the appropriate signatures and approval by the Board of Regents?

Sincerely yours,

A handwritten signature in cursive script that reads "Lorene L. Rogers".

Lorene L. Rogers  
President

LLR/aj

Enclosure

cc: Dr. Lorrin Kennamer  
Dr. Waneen Wyrick Spirduso



DEAN SPIRDUSO'S RECOMMENDATION WITH APPROVAL OF  
DEAN KENNAMER:



THE UNIVERSITY OF TEXAS AT AUSTIN  
COLLEGE OF EDUCATION  
AUSTIN, TEXAS 78712

DEAN, COLLEGE OF EDUCATION  
Acknowledged \_\_\_\_\_ File \_\_\_\_\_  
REC'D. MAR 15 1976  
Refer to \_\_\_\_\_  
Answer \_\_\_\_\_ Inf. Only \_\_\_\_\_  
Return \_\_\_\_\_ Comments \_\_\_\_\_

Department of Health, Physical Education, and Recreation  
Area Code: 512 471-1273

March 12, 1976

PRESIDENT'S OFFICE  
U. T. AUSTIN  
3-199  
REC'D MAR 16 1976  
REFER TO DWT  
HANDLE \_\_\_\_\_  
COMMENT & RETURN \_\_\_\_\_  
FILE OR DISCARD \_\_\_\_\_

Dr. Lorene Rogers, President  
Office of the President  
MAI 400, Main Campus

Dear President Rogers:

I am requesting that you transmit this contractual agreement that we have with the Veterans Administration Center to the chairman of the Board of Regents. This signature formalizes an agreement that we have had for years with them, to allow our graduate students pursuing Corrective Therapy certification to intern at the Veterans Administration Center in Temple, Texas.

If you have specific questions regarding this contract, I will be happy to respond to them.

Sincerely,

*Waneen Wyrick Spirduso*  
Waneen Wyrick Spirduso  
Chairperson

*Lorin Kennamer*  
Lorin Kennamer, Dean  
College of Education 1973

cc: Professor Karl K. Klein

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM  
FOR AND ON BEHALF OF THE UNIVERSITY OF TEXAS AT AUSTIN  
AND  
VETERANS ADMINISTRATION CENTER, TEMPLE, TEXAS  
(CORRECTIVE THERAPY PROGRAM)

This memorandum of understanding is executed on March 15, 1976, between the Veterans Administration Center, Temple, Texas and the Board of Regents of The University of Texas System for and on behalf of The University of Texas at Austin, for the purposes of education and training. The Veterans Administration retains full responsibility for the care of patients, including all administrative and professional functions relating thereto. The University of Texas System accepts advisory responsibility for the clinical portion of the program conducted at the Veterans Administration Center.

The University of Texas System agrees:

1. To be responsible for the educational program of students assigned to the hospital and for selection and assignment of students in accord with agreed-to schedules and work assignments.

2. To provide necessary assurance or evidence of acceptable health levels of and liability insurance coverage for assigned students and instructors.

3. To be responsible for the proper conduct of students and instructors during their tours of duty at the VA Center, as governed by the rules and regulations of the VA.

4. To the provision that it does not and will not discriminate against any employee or applicant for employment or registration in the course of study because of race, color, creed, sex, or national origin.

The Veterans Administration Center agrees:

1. To provide, insofar as possible, laboratory and practicum instruction and facilities to the students during the agreed-to tours of rotation.

2. To provide necessary orientation, administrative guides and procedures, and other media deemed essential to the conduct of the work experience.

3. To maintain administrative and professional supervision of students insofar as their presence affects the operation of the hospital and/or the direct or indirect care of patients.

Mutual Terms:

1. Acceptable schedules and work assignments developed will not interfere with the primary mission of the Center.

2. Instructors and hospital staff supervisors will evaluate performance in accordance with published curricula guidelines.

3. An Annual review of programs and policies will be made.


4. The criteria contained in M-3, part II, will apply in carrying out the provisions of this agreement.

5. Either party may terminate this memorandum of understanding upon notice to the other six months in advance of the next training experience.

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

BY: \_\_\_\_\_


VETERANS ADMINISTRATION CENTER  
TEMPLE, TEXAS

BY:   
V. J. BELDA, Director

APPROVED AS TO CONTENT:

  
Deputy Chancellor

APPROVED AS TO FORM:

  
University Attorney

4. Dallas Health Science Center (Dallas Allied Health Sciences School): Proposed Model Affiliation Agreements with (a) Children's Rehabilitation Center, Inc., Amarillo, Texas; (b) New Mexico Rehabilitation Center, Roswell, New Mexico; (c) Human Development Services, Southern Methodist University, Dallas, Texas; (d) Mental Health-Mental Retardation Regional Center of East Texas, Tyler, Texas; and (e) Turtle Creek Manor, Inc., Dallas, Texas (Pages 11 - 32 ).--

SYSTEM ADMINISTRATION'S RECOMMENDATION:

System Administration concurs in the recommendation of President Sprague, set out below, that the five model affiliation agreements listed below be approved and that the Chairman be authorized to execute them on behalf of the Board of Regents:

- (a) Children's Rehabilitation Center, Inc., Amarillo, Texas
- (b) New Mexico Rehabilitation Center, Roswell, New Mexico
- (c) Human Development Services, Southern Methodist University, Dallas, Texas
- (d) Mental Health and Mental Retardation Regional Center of East Texas, Tyler, Texas
- (e) Turtle Creek Manor, Inc., Dallas, Texas

Each of these facilities will provide clinical training for allied health science students, with the clinical training at Amarillo and Roswell in Physical Therapy, and the clinical training at SMU, Tyler Center, and Turtle Creek Manor in Rehabilitation Science. No hold harmless clause was required by the facilities.

Justification for the Physical Therapy agreements for the two facilities outside the Dallas-Fort Worth area is included.

DR. SPRAGUE'S RECOMMENDATION:

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado Street  
Austin, TX 78701

APR 5 1976

To.....for info & return  
To.....Please advise me  
To.....Please handle

Dear Mr. Walker:

Enclosed are signed sets of Clinical Agreements with facilities that will contribute training opportunities for students in the School of Allied Health Sciences in the fields of Physical Therapy and Rehabilitation Science. Pursuant to instructions from your office, the Physical Therapy agreements include justification statements because they are outside the Dallas-Fort Worth area.

Physical Therapy

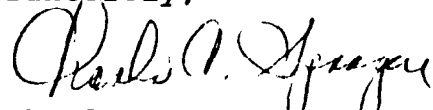
Children's Rehabilitation Center - Amarillo  
New Mexico Rehabilitation Center - Roswell

Rehabilitation Science

Human Development Services - SMU - Dallas  
MH/MR Regional Center - Tyler  
Turtle Creek Manor - Dallas

We will appreciate your and the Board of Regents' favorable consideration of these documents.

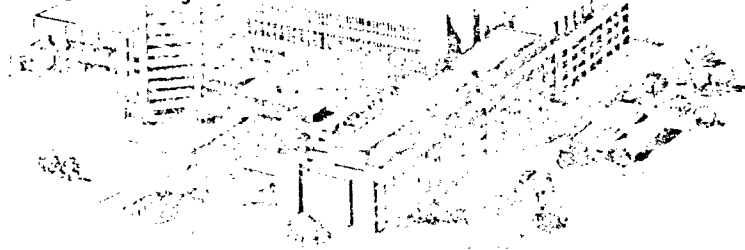
Sincerely,



Charles C. Sprague, M.D.  
President

JUSTIFICATION FOR CHILDREN'S REHABILITATION CENTER,  
INC., AMARILLO, TEXAS:

SCHOOL OF ALLIED HEALTH SCIENCES  
The University of Texas Health Science Center At Dallas



JUSTIFICATION

CHILDREN'S REHABILITATION CENTER

AMARILLO, TEXAS

With the expansion of the Physical Therapy program 30 to 36 students in June 1974, we knew we would have to pick up 4-6 student affiliation slots to provide experience in the treatment of children (especially neurologically involved children). We are already using the two facilities which are located in the Dallas-Fort Worth area offering this type of experience--Dallas Society for Crippled Children and Easter Seal Society for Crippled Children and Adults of Tarrant County.

About two years ago we became familiar with this treatment center and its staff. Since that time we have been communicating and counseling with them to aid them in their preparation to provide clinical education for Physical Therapy students. Our need is now and I feel that they are well prepared to meet this need.

AGREEMENT

THE STATE OF TEXAS )

COUNTY OF DALLAS )

This AGREEMENT is executed on \_\_\_\_\_, 197\_\_\_\_, between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of The University of Texas Health Science Center at Dallas, School of Allied Health Sciences, sometimes referred to as "School" in this agreement, and CHILDREN'S REHABILITATION CENTER, Inc., AMARILLO, TEXAS, sometimes referred to as "Facility" in this agreement,

WITNESSETH:

WHEREAS, the School and the Facility have the following common objectives: (1) to provide clinical experience in terms of patient and/or client and related instruction for students of the School; (2) to improve the overall educational program of the School by providing opportunities for learning experiences that will progress the student to advanced levels of performance; (3) to increase contacts between academic faculties and clinical faculties for fullest utilization of available teaching facilities and expertise; and (4) to establish and operate a Clinical Education Program of the first rank:

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

(1) GENERAL INFORMATION

(a) The Clinical Education Program will be consistent with the training period for the School.

(b) The period of time for each student's clinical education will be mutually agreed upon at least one month before the beginning of the Clinical Education Program.

(c) The number of students eligible to participate in the Clinical Education Program will be mutually determined by agreement of the parties and may be altered by mutual agreement.

(2) RESPONSIBILITIES OF THE SCHOOL

(a) The School will send the name, brief identifying data, and a report of health status of each student to the Facility at least three weeks before the beginning date of the Clinical Education Program.

(b) The School will be responsible for supplying any additional information required by the Facility prior to the arrival of the students.

(c) The School will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

(d) The School will designate a faculty member to coordinate with a designee of the Facility the assignment to be assumed by the student participating in the Clinical Education Program.

(e) The School will enforce rules and regulations governing students that are mutually agreed upon by the School and the Facility.

(3) RESPONSIBILITY OF THE STUDENT

It is agreed that each student:

(a) is responsible for following the administrative policies of the Facility;

(b) is responsible for providing the necessary and appropriate dress required but not provided by the Facility;

(c) is responsible for his own transportation and living arrangements when not provided for by the Facility;

(d) is responsible for reporting to the Facility on time and following all established regulations during the regularly scheduled operating hours of the Facility; and

(e) will not submit for publication any material relating to the clinical education experience without prior written approval of the Facility and the School.

(4) RESPONSIBILITIES OF THE FACILITY

(a) The Facility shall provide a jointly-planned, supervised

program of clinical instructional experience.

(b) The Facility shall maintain complete records and reports on each student's performance and provide an evaluation to the School on forms provided by the School.

(c) The Facility may, after conference with the School, request the School to withdraw from the Clinical Education Program any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility, or whose health status is detrimental to the student's successful completion of the clinical education assignment.

(d) The Facility shall provide equally to each student participating in the Clinical Education Program within a given period any student arrangements and considerations mutually agreed upon by the School and the Facility.

(e) The Facility shall, on reasonable request, permit the inspection of the clinical facilities, services available for clinical experiences, student records, and such other items pertaining to the Clinical Education Program by the School or agencies charged with the responsibilities for accreditation of the curriculum, or by both.

(f) The Facility shall certify that it subscribes to and will adhere to the letter and spirit of Title 6 of the Civil Rights Act of 1964 in all areas relating to student participation in the Clinical Education Program.

(g) The Facility shall designate and submit in writing to the School for acceptance the name and professional and academic credentials of a person to be responsible for the Clinical Education Program.

(h) The Facility shall immediately notify the School in writing of any change in the person responsible for the Clinical Education Program.

(5) DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED

(a) Recognizing that the specific nature of the clinical



experience required by the several categories of allied health professionals may vary, it is agreed by the School and the Facility that, following the execution of this agreement and within the scope of its provisions, the several departments of the School may develop letter agreements with their clinical counterparts in the Facility to formalize operational details of the Clinical Education Program.

(b) The authority to execute these letter agreements shall remain with the Dean of the School and the chief administrative officer of the Facility unless it is specifically delegated to others.

(6) TERM OF AGREEMENT, MODIFICATION, TERMINATION

(a) This agreement is for a term of one year and thereafter from year to year unless terminated by either party on ninety days' written notice to the other. Except under unusual conditions, such notice shall be submitted before the beginning of a clinical education period.

(b) It is understood and agreed that the parties to this agreement may revise or modify this agreement by written amendment when both parties agree to such amendment.

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

ATTEST:

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Chairman

ATTEST:

Children's Rehabilitation Center, Inc.  
(NAME OF CLINICAL FACILITY)

Brenda Losey  
Secretary

By \_\_\_\_\_  
(Title) Chairman of the Board

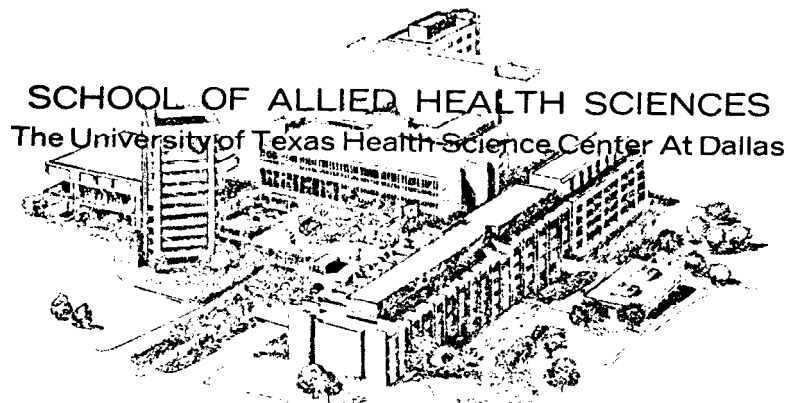
Approved as to Form:

Approved as to Content:

James Wacker  
University Attorney

Ed Walker  
Deputy Chancellor

JUSTIFICATION FOR NEW MEXICO REHABILITATION CENTER,  
ROSWELL, NEW MEXICO:



JUSTIFICATION

NEW MEXICO REHABILITATION CENTER

ROSWELL, NEW MEXICO

Because of the expansion of our student enrollment, we have need for one additional clinical affiliation providing a Rehabilitation Center experience to provide 4-6 student training slots. We are currently using the only Rehabilitation Center in the Dallas - Fort Worth area (Dallas Rehabilitation Institute).

We have not been able to find an additional affiliation prospect locally, nor even within the State which could meet our needs. There are a few such institutions in Texas which we have considered, but these already have as many (or more) students affiliating as they can effectively instruct. These students are from programs other than ours.

In late October, 1974, we received a letter from the New Mexico Rehabilitation Center indicating its Physical Therapy Department has grown to the point that it can provide a worthwhile clinical education experience for students. We pursued this offer by correspondence and ultimately made an on-site visit to the Institution in early February. We have concluded that this Facility can provide a very good Rehabilitation experience to meet unmet existing needs.

AFFILIATION AGREEMENT WITH NEW MEXICO REHABILITATION CENTER, ROSWELL, NEW MEXICO

AGREEMENT

THE STATE OF TEXAS )  
COUNTY OF DALLAS )

This AGREEMENT is executed on \_\_\_\_\_, 197\_\_\_\_,  
between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for  
and on behalf of The University of Texas Health Science Center at  
Dallas, School of Allied Health Sciences, sometimes referred to as  
"School" in this agreement, and NEW MEXICO REHABILITATION CENTER -  
ROSWELL, NEW MEXICO,  
sometimes referred to as "Facility" in this agreement,

WITNESSETH:

WHEREAS, the School and the Facility have the following common objectives: (1) to provide clinical experience in terms of patient and/or client and related instruction for students of the School; (2) to improve the overall educational program of the School by providing opportunities for learning experiences that will progress the student to advanced levels of performance; (3) to increase contacts between academic faculties and clinical faculties for fullest utilization of available teaching facilities and expertise; and (4) to establish and operate a Clinical Education Program of the first rank:

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

(1) GENERAL INFORMATION

(a) The Clinical Education Program will be consistent with the training period for the School.

(b) The period of time for each student's clinical education will be mutually agreed upon at least one month before the beginning of the Clinical Education Program.

(c) The number of students eligible to participate in the Clinical Education Program will be mutually determined by agreement of the parties and may be altered by mutual agreement.

(2) RESPONSIBILITIES OF THE SCHOOL

(a) The School will send the name, brief identifying data, and a report of health status of each student to the Facility at least three weeks before the beginning date of the Clinical Education Program.

(b) The School will be responsible for supplying any additional information required by the Facility prior to the arrival of the students.

(c) The School will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

(d) The School will designate a faculty member to coordinate with a designee of the Facility the assignment to be assumed by the student participating in the Clinical Education Program.

(e) The School will enforce rules and regulations governing students that are mutually agreed upon by the School and the Facility.

(3) RESPONSIBILITY OF THE STUDENT

It is agreed that each student:

(a) is responsible for following the administrative policies of the Facility;

(b) is responsible for providing the necessary and appropriate dress required but not provided by the Facility;

(c) is responsible for his own transportation and living arrangements when not provided for by the Facility;

(d) is responsible for reporting to the Facility on time and following all established regulations during the regularly scheduled operating hours of the Facility; and

(e) will not submit for publication any material relating to the clinical education experience without prior written approval of the Facility and the School.

(4) RESPONSIBILITIES OF THE FACILITY

(a) The Facility shall provide a jointly-planned, supervised

program of clinical instructional experience.

(b) The Facility shall maintain complete records and reports on each student's performance and provide an evaluation to the School on forms provided by the School.

(c) The Facility may, after conference with the School, request the School to withdraw from the Clinical Education Program any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility, or whose health status is detrimental to the student's successful completion of the clinical education assignment.

(d) The Facility shall provide equally to each student participating in the Clinical Education Program within a given period any student arrangements and considerations mutually agreed upon by the School and the Facility.

(e) The Facility shall, on reasonable request, permit the inspection of the clinical facilities, services available for clinical experiences, student records, and such other items pertaining to the Clinical Education Program by the School or agencies charged with the responsibilities for accreditation of the curriculum, or by both.

(f) The Facility shall certify that it subscribes to and will adhere to the letter and spirit of Title 6 of the Civil Rights Act of 1964 in all areas relating to student participation in the Clinical Education Program.

(g) The Facility shall designate and submit in writing to the School for acceptance the name and professional and academic credentials of a person to be responsible for the Clinical Education Program.

(h) The Facility shall immediately notify the School in writing of any change in the person responsible for the Clinical Education Program.

(5) DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED

(a) Recognizing that the specific nature of the clinical

experience required by the several categories of allied health professionals may vary, it is agreed by the School and the Facility that, following the execution of this agreement and within the scope of its provisions, the several departments of the School may develop letter agreements with their clinical counterparts in the Facility to formalize operational details of the Clinical Education Program.

(b) The authority to execute these letter agreements shall remain with the Dean of the School and the chief administrative officer of the Facility unless it is specifically delegated to others.

(6) TERM OF AGREEMENT, MODIFICATION, TERMINATION

(a) This agreement is for a term of one year and thereafter from year to year unless terminated by either party on ninety days' written notice to the other. Except under unusual conditions, such notice shall be submitted before the beginning of a clinical education period.

(b) It is understood and agreed that the parties to this agreement may revise or modify this agreement by written amendment when both parties agree to such amendment.

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

ATTEST:

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Chairman

ATTEST:

NEW MEXICO REHABILITATION CENTER -  
ROSWELL, NEW MEXICO  
\_\_\_\_\_  
(NAME OF CLINICAL FACILITY)

\_\_\_\_\_  
Secretary

By John E. Ashley Jr. - JEP.  
(Title)

Approved as to Form:

Approved as to Content:

Lawrence J. ...  
University Attorney

Ed ...  
Deputy Chancellor

AGREEMENT

THE STATE OF TEXAS )

COUNTY OF DALLAS )

This AGREEMENT is executed on \_\_\_\_\_, 197\_\_\_\_,  
between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for  
and on behalf of The University of Texas Health Science Center at  
Dallas, School of Allied Health Sciences, sometimes referred to as  
"School" in this agreement, and Human Development Services  
Southern Methodist University, Dallas, Texas 75275,  
sometimes referred to as "Facility" in this agreement,

WITNESSETH:

WHEREAS, the School and the Facility have the following common  
objectives: (1) to provide clinical experience in terms of patient  
and/or client and related instruction for students of the School;  
(2) to improve the overall educational program of the School by  
providing opportunities for learning experiences that will progress  
the student to advanced levels of performance; (3) to increase contacts  
between academic faculties and clinical faculties for fullest utili-  
zation of available teaching facilities and expertise; and (4) to  
establish and operate a Clinical Education Program of the first rank:

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

(1) GENERAL INFORMATION

(a) The Clinical Education Program will be consistent with the  
training period for the School.

(b) The period of time for each student's clinical education will  
be mutually agreed upon at least one month before the beginning of the  
Clinical Education Program.

(c) The number of students eligible to participate in the  
Clinical Education Program will be mutually determined by agreement  
of the parties and may be altered by mutual agreement.

(2) RESPONSIBILITIES OF THE SCHOOL

(a) The School will send the name, brief identifying data, and a report of health status of each student to the Facility at least three weeks before the beginning date of the Clinical Education Program.

(b) The School will be responsible for supplying any additional information required by the Facility prior to the arrival of the students.

(c) The School will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

(d) The School will designate a faculty member to coordinate with a designee of the Facility the assignment to be assumed by the student participating in the Clinical Education Program.

(e) The School will enforce rules and regulations governing students that are mutually agreed upon by the School and the Facility.

(3) RESPONSIBILITY OF THE STUDENT

It is agreed that each student:

(a) is responsible for following the administrative policies of the Facility;

(b) is responsible for providing the necessary and appropriate dress required but not provided by the Facility;

(c) is responsible for his own transportation and living arrangements when not provided for by the Facility;

(d) is responsible for reporting to the Facility on time and following all established regulations during the regularly scheduled operating hours of the Facility; and

(e) will not submit for publication any material relating to the clinical education experience without prior written approval of the Facility and the School.

(4) RESPONSIBILITIES OF THE FACILITY

(a) The Facility shall provide a jointly-planned, supervised



program of clinical instructional experience.

(b) The Facility shall maintain complete records and reports on each student's performance and provide an evaluation to the School on forms provided by the School.

(c) The Facility may, after conference with the School, request the School to withdraw from the Clinical Education Program any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility, or whose health status is detrimental to the student's successful completion of the clinical education assignment.

(d) The Facility shall provide equally to each student participating in the Clinical Education Program within a given period any student arrangements and considerations mutually agreed upon by the School and the Facility.

(e) The Facility shall, on reasonable request, permit the inspection of the clinical facilities, services available for clinical experiences, student records, and such other items pertaining to the Clinical Education Program by the School or agencies charged with the responsibilities for accreditation of the curriculum, or by both.

(f) The Facility shall certify that it subscribes to and will adhere to the letter and spirit of Title 6 of the Civil Rights Act of 1964 in all areas relating to student participation in the Clinical Education Program.

(g) The Facility shall designate and submit in writing to the School for acceptance the name and professional and academic credentials of a person to be responsible for the Clinical Education Program.

(h) The Facility shall immediately notify the School in writing of any change in the person responsible for the Clinical Education Program.

(5) DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED

(a) Recognizing that the specific nature of the clinical

experience required by the several categories of allied health professionals may vary, it is agreed by the School and the Facility that, following the execution of this agreement and within the scope of its provisions, the several departments of the School may develop letter agreements with their clinical counterparts in the Facility to formalize operational details of the Clinical Education Program.

(b) The authority to execute these letter agreements shall remain with the Dean of the School and the chief administrative officer of the Facility unless it is specifically delegated to others.

(6) TERM OF AGREEMENT, MODIFICATION, TERMINATION

(a) This agreement is for a term of one year and thereafter from year to year unless terminated by either party on ninety days' written notice to the other. Except under unusual conditions, such notice shall be submitted before the beginning of a clinical education period.

(b) It is understood and agreed that the parties to this agreement may revise or modify this agreement by written amendment when both parties agree to such amendment.

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

ATTEST:


BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Chairman

ATTEST:

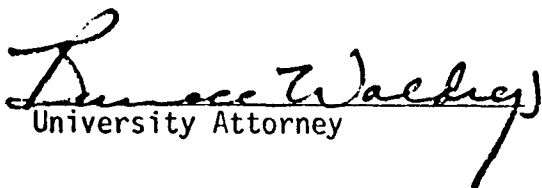
Human Development Services  
Southern Methodist University  
\_\_\_\_\_  
(NAME OF CLINICAL FACILITY)

  
\_\_\_\_\_  
Secretary

By   
\_\_\_\_\_  
(Title) Director

Approved as to Form:

Approved as to Content:

  
\_\_\_\_\_  
University Attorney

  
\_\_\_\_\_  
Deputy Chancellor

AFFILIATION AGREEMENT WITH MENTAL HEALTH-MENTAL RETARDATION  
REGIONAL CENTER OF EAST TEXAS, TYLER, TEXAS

AGREEMENT

THE STATE OF TEXAS )

COUNTY OF DALLAS )

This AGREEMENT is executed on \_\_\_\_\_, 197\_\_\_\_,  
between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for  
and on behalf of The University of Texas Health Science Center at  
Dallas, School of Allied Health Sciences, sometimes referred to as  
"School" in this agreement, and MENTAL HEALTH AND MENTAL RETARDATION  
REGIONAL CENTER of East Texas - Tyler, Texas,  
sometimes referred to as "Facility" in this agreement,

WITNESSETH:

WHEREAS, the School and the Facility have the following common  
objectives: (1) to provide clinical experience in terms of patient  
and/or client and related instruction for students of the School;  
(2) to improve the overall educational program of the School by  
providing opportunities for learning experiences that will progress  
the student to advanced levels of performance; (3) to increase contacts  
between academic faculties and clinical faculties for fullest utili-  
zation of available teaching facilities and expertise; and (4) to  
establish and operate a Clinical Education Program of the first rank:

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

(1) GENERAL INFORMATION

(a) The Clinical Education Program will be consistent with the  
training period for the School.

(b) The period of time for each student's clinical education will  
be mutually agreed upon at least one month before the beginning of the  
Clinical Education Program.

(c) The number of students eligible to participate in the  
Clinical Education Program will be mutually determined by agreement  
of the parties and may be altered by mutual agreement.

(2) RESPONSIBILITIES OF THE SCHOOL

(a) The School will send the name, brief identifying data, and a report of health status of each student to the Facility at least three weeks before the beginning date of the Clinical Education Program.

(b) The School will be responsible for supplying any additional information required by the Facility prior to the arrival of the students.

(c) The School will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

(d) The School will designate a faculty member to coordinate with a designee of the Facility the assignment to be assumed by the student participating in the Clinical Education Program.

(e) The School will enforce rules and regulations governing students that are mutually agreed upon by the School and the Facility.

(3) RESPONSIBILITY OF THE STUDENT

It is agreed that each student:

(a) is responsible for following the administrative policies of the Facility;

(b) is responsible for providing the necessary and appropriate dress required but not provided by the Facility;

(c) is responsible for his own transportation and living arrangements when not provided for by the Facility;

(d) is responsible for reporting to the Facility on time and following all established regulations during the regularly scheduled operating hours of the Facility; and

(e) will not submit for publication any material relating to the clinical education experience without prior written approval of the Facility and the School.

(4) RESPONSIBILITIES OF THE FACILITY

(a) The Facility shall provide a jointly-planned, supervised

program of clinical instructional experience.

(b) The Facility shall maintain complete records and reports on each student's performance and provide an evaluation to the School on forms provided by the School.

(c) The Facility may, after conference with the School, request the School to withdraw from the Clinical Education Program any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility, or whose health status is detrimental to the student's successful completion of the clinical education assignment.

(d) The Facility shall provide equally to each student participating in the Clinical Education Program within a given period any student arrangements and considerations mutually agreed upon by the School and the Facility.

(e) The Facility shall, on reasonable request, permit the inspection of the clinical facilities, services available for clinical experiences, student records, and such other items pertaining to the Clinical Education Program by the School or agencies charged with the responsibilities for accreditation of the curriculum, or by both.

(f) The Facility shall certify that it subscribes to and will adhere to the letter and spirit of Title 6 of the Civil Rights Act of 1964 in all areas relating to student participation in the Clinical Education Program.

(g) The Facility shall designate and submit in writing to the School for acceptance the name and professional and academic credentials of a person to be responsible for the Clinical Education Program.

(h) The Facility shall immediately notify the School in writing of any change in the person responsible for the Clinical Education Program.

(5) DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED

(a) Recognizing that the specific nature of the clinical

experience required by the several categories of allied health professionals may vary, it is agreed by the School and the Facility that, following the execution of this agreement and within the scope of its provisions, the several departments of the School may develop letter agreements with their clinical counterparts in the Facility to formalize operational details of the Clinical Education Program.

(b) The authority to execute these letter agreements shall remain with the Dean of the School and the chief administrative officer of the Facility unless it is specifically delegated to others.

(6) TERM OF AGREEMENT, MODIFICATION, TERMINATION

(a) This agreement is for a term of one year and thereafter from year to year unless terminated by either party on ninety days' written notice to the other. Except under unusual conditions, such notice shall be submitted before the beginning of a clinical education period.

(b) It is understood and agreed that the parties to this agreement may revise or modify this agreement by written amendment when both parties agree to such amendment.

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

ATTEST:

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Chairman

ATTEST:

Mental Health Mental Retardation Regional  
Center of East Texas  
\_\_\_\_\_  
(NAME OF CLINICAL FACILITY)

*Gene Maguire*  
Secretary

By *Gary K. Smith*  
(Title)

Approved as to Form:

Approved as to Content:

*Thomas Wachup*  
University Attorney

*E. O. [Signature]*  
Deputy Chancellor

AFFILIATION AGREEMENT WITH TURTLE CREEK MANOR, INC.,  
DALLAS, TEXAS

AGREEMENT

THE STATE OF TEXAS    )  
COUNTY OF DALLAS    )

This AGREEMENT is executed on \_\_\_\_\_, 197\_\_\_\_,  
between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for  
and on behalf of The University of Texas Health Science Center at  
Dallas, School of Allied Health Sciences, sometimes referred to as  
"School" in this agreement, and Turtle Creek Manor, Inc. - Dallas  
\_\_\_\_\_,  
sometimes referred to as "Facility" in this agreement,

WITNESSETH:

WHEREAS, the School and the Facility have the following common  
objectives: (1) to provide clinical experience in terms of patient  
and/or client and related instruction for students of the School;  
(2) to improve the overall educational program of the School by  
providing opportunities for learning experiences that will progress  
the student to advanced levels of performance; (3) to increase contacts  
between academic faculties and clinical faculties for fullest utili-  
zation of available teaching facilities and expertise; and (4) to  
establish and operate a Clinical Education Program of the first rank:

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

(1) GENERAL INFORMATION

- (a) The Clinical Education Program will be consistent with the  
training period for the School.
- (b) The period of time for each student's clinical education will  
be mutually agreed upon at least one month before the beginning of the  
Clinical Education Program.
- (c) The number of students eligible to participate in the  
Clinical Education Program will be mutually determined by agreement  
of the parties and may be altered by mutual agreement.

(2) RESPONSIBILITIES OF THE SCHOOL

(a) The School will send the name, brief identifying data, and a report of health status of each student to the Facility at least three weeks before the beginning date of the Clinical Education Program.

(b) The School will be responsible for supplying any additional information required by the Facility prior to the arrival of the students.

(c) The School will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

(d) The School will designate a faculty member to coordinate with a designee of the Facility the assignment to be assumed by the student participating in the Clinical Education Program.

(e) The School will enforce rules and regulations governing students that are mutually agreed upon by the School and the Facility.

(3) RESPONSIBILITY OF THE STUDENT

It is agreed that each student:

(a) is responsible for following the administrative policies of the Facility;

(b) is responsible for providing the necessary and appropriate dress required but not provided by the Facility;

(c) is responsible for his own transportation and living arrangements when not provided for by the Facility;

(d) is responsible for reporting to the Facility on time and following all established regulations during the regularly scheduled operating hours of the Facility; and

(e) will not submit for publication any material relating to the clinical education experience without prior written approval of the Facility and the School.

(4) RESPONSIBILITIES OF THE FACILITY

(a) The Facility shall provide a jointly-planned, supervised



program of clinical instructional experience.

(b) The Facility shall maintain complete records and reports on each student's performance and provide an evaluation to the School on forms provided by the School.

(c) The Facility may, after conference with the School, request the School to withdraw from the Clinical Education Program any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility, or whose health status is detrimental to the student's successful completion of the clinical education assignment.

(d) The Facility shall provide equally to each student participating in the Clinical Education Program within a given period any student arrangements and considerations mutually agreed upon by the School and the Facility.

(e) The Facility shall, on reasonable request, permit the inspection of the clinical facilities, services available for clinical experiences, student records, and such other items pertaining to the Clinical Education Program by the School or agencies charged with the responsibilities for accreditation of the curriculum, or by both.

(f) The Facility shall certify that it subscribes to and will adhere to the letter and spirit of Title 6 of the Civil Rights Act of 1964 in all areas relating to student participation in the Clinical Education Program.

(g) The Facility shall designate and submit in writing to the School for acceptance the name and professional and academic credentials of a person to be responsible for the Clinical Education Program.

(h) The Facility shall immediately notify the School in writing of any change in the person responsible for the Clinical Education Program.

(5) DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED

(a) Recognizing that the specific nature of the clinical

experience required by the several categories of allied health professionals may vary, it is agreed by the School and the Facility that, following the execution of this agreement and within the scope of its provisions, the several departments of the School may develop letter agreements with their clinical counterparts in the Facility to formalize operational details of the Clinical Education Program.

(b) The authority to execute these letter agreements shall remain with the Dean of the School and the chief administrative officer of the Facility unless it is specifically delegated to others.

(6) TERM OF AGREEMENT, MODIFICATION, TERMINATION

(a) This agreement is for a term of one year and thereafter from year to year unless terminated by either party on ninety days' written notice to the other. Except under unusual conditions, such notice shall be submitted before the beginning of a clinical education period.

(b) It is understood and agreed that the parties to this agreement may revise or modify this agreement by written amendment when both parties agree to such amendment.

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

ATTEST:

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Chairman

ATTEST:

Turtle Creek Manor, Inc.  
\_\_\_\_\_  
(NAME OF CLINICAL FACILITY)

*Anna Curtis*  
Secretary

By *James P. [unclear]*  
(Title) EXEC. DIRECTOR

Approved as to Form:

Approved as to Content:

*James Wadsworth*  
University Attorney

*Ed [unclear]*  
Deputy Chancellor

5. Galveston Medical Branch (Galveston Medical School): Proposed Increase in Monthly Rental Rates for Dormitories and Apartments. --

RECOMMENDATION OF MEDICAL BRANCH ADMINISTRATION:

Due to the increase in the operational costs of the dormitory and apartment operations for utilities, salaries, maintenance, and related costs, it is recommended by the administration of the Medical Branch that authorization be given to increase the monthly rental rates in accordance with the following schedule, effective September 1, 1976:

	<u>Present Monthly Rate</u>	<u>Proposed Monthly Rate</u>
<u>Dormitory:</u>		
Semi-Private Room	\$ 47.50	\$ 53.00
Private Room	72.50	80.00
<u>Apartment:</u>		
Two Persons per Apartment	\$120.00	\$135.00
Three Persons per Apartment	145.00	160.00

There have been no increases in the dormitory and apartment rates since September 1, 1975. The new proposed rates are in keeping with current cost of operations and escalations.

RECOMMENDATION OF SYSTEM ADMINISTRATION:

System Administration concurs in this recommendation.

## **Land & Investment Committee**

LAND AND INVESTMENT COMMITTEE  
Committee Chairman Clark, Presiding

Date: May 14, 1976

Time: Following the Meeting of the Medical Affairs Committee

Place: Main Building, Suite 212  
U. T. Austin  
Austin, Texas

Page  
L & I

I. Permanent University Fund

A. Investment Matters

Report on Clearance of Monies to  
Permanent University Fund and  
Available University Fund 4

B. Land Matters

1. Proposed Easements and Surface  
Leases, Assignment of Surface  
Lease, Material Source Permits,  
Water Contract and Flexible  
Grazing Lease
  - a. Easements and Surface  
Leases Nos. 4122-4157 5
  - b. Assignment of Surface  
Lease No. 3733 9
  - c. Material Source Permits  
Nos. 508-509 9
  - d. Water Contract No. 158 10
  - e. Flexible Grazing Lease  
No. 3 10
2. Recommendation to Salvage Certain  
Buildings Located on the Old Pyote  
Air Force Base Property, Ward  
County, Texas 11

II. Trust and Special Funds

A. Gifts, Bequests and Estates

1. U. T. Austin: Recommendation to  
Accept Bequest Under Will of Ruth  
Maurine Martin 12

2. University Cancer Center (M. D. Anderson): Recommendation to Accept Bequest Under Will of Jean A. Laseter

12

B. Real Estate Matters

1. U. T. Austin - Hogg Foundation - W. C. Hogg Memorial Fund: Recommendation for Joinder in Two Oil and Gas Pooling Agreements:
  - a. A. V. Beebe - Herrin Murphy Unit, Smackover Field, Union County, Arkansas
  - b. Exxon Corporation - Raccoon Bend Cockfield Oil Unit No. 3, Austin County, Texas
2. U. T. Austin - Hogg Foundation - W. C. Hogg Memorial Fund (Thomas E. Hogg Estate): Recommendation for Joinder in Two Instruments with Mrs. Margaret Wells Markus:
  - a. Oil, Gas and Mineral Lease to Alfred Wagner, Jr.
  - b. Deed to Tenneco Realty on 1 acre in Brazoria County, Texas
3. U. T. Austin - Archer M. Huntington Museum Fund: Proposed Lease to City of Galveston Airport Commission
4. U. T. Austin - Archer M. Huntington Museum Fund: Proposed Renewal of Grazing Lease to Joe M. Robinson
5. U. T. El Paso - Josephine Clardy Fox Fund: Proposed Ground Lease to Chamizal National Bank of El Paso Covering Property at 5230 Paisano, El Paso County, Texas, and Agreement Re Property at 5120 Paisano, El Paso, Texas
6. Galveston Medical Branch - Paul R. Stalnaker, M.D., Fund: Recommendation to Sell Interest in Property at 7040 Harrisburg Boulevard, Houston Texas

13

13

13

14

14

14

15

16

III. Other Matters

PUF and Trust and Special Funds: Report  
of Securities Transactions for the Months  
of February and March 1976

17

I. PERMANENT UNIVERSITY FUND

A. INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund and Available University Fund. --The Director, Auditing Oil and Gas Production reports the following with respect to certain monies cleared to the Permanent University Fund and Available University Fund for the current fiscal year through March 1976:

<u>Permanent University Fund</u>	<u>February 1976</u>	<u>March 1976</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year (Averaged)</u>
<u>Royalty</u>				
Oil	\$2,990,713.34	\$3,972,449.50	\$22,442,258.56	\$17,341,287.88
Gas - Regular	2,496,916.52	2,536,653.13	13,401,147.89	9,990,105.16
- F.P.C.	159.74	- 0 -	341,044.62	81,423.79
- Market Value Settlements	687,480.52	673,959.73	4,336,746.28	5,804,920.80
- In Kind Settlements	208,355.90	226,234.90	1,576,544.70	319,187.54
Water	7,973.65	9,353.88	78,134.66	92,935.22
Salt Brine	1,989.29	2,476.57	13,838.22	12,724.53
Sulphur	42,499.25	45,190.78	94,237.53	- 0 -
Rental on Oil & Gas Leases	( 323.10)	81,214.56	275,251.94	407,102.22
Rental on Water Contracts	200.00	- 0 -	997.96	16,603.37
Rental on Brine Contracts	100.00	- 0 -	100.00	291.69
Rental on Sulphur Contracts	- 0 -	- 0 -	15,360.00	8,960.00
Amendments and Extensions of Mineral Leases	64,070.00	- 0 -	74,354.83	132,454.14
	<u>6,500,135.11</u>	<u>7,547,533.05</u>	<u>42,650,017.19</u>	<u>34,207,996.34</u>
Bonuses, Oil & Gas Lease Sales, (actual)	- 0 -	- 0 -	9,687,500.00	7,816,000.00
Total, Permanent University Fund	<u>6,500,135.11</u>	<u>7,547,533.05</u>	<u>52,337,517.19</u>	<u>42,023,996.34</u>
 <u>Available University Fund</u>				
Rental on Easements	2,229.90	76,647.13	222,412.31	131,307.61
Interest on Easements and Royalty	212.53	491.92	2,072.34	11,511.64
Correction Fees - Easements	- 0 -	- 0 -	161.55	58.31
Transfer and Relinquishment Fees	32.04	1,228.53	1,983.76	3,566.50
Total, Available University Fund	<u>2,474.47</u>	<u>78,367.58</u>	<u>226,629.96</u>	<u>146,444.06</u>
<b>Total, Permanent and Available University Funds</b>	<u><u>\$6,502,609.58</u></u>	<u><u>\$7,625,900.63</u></u>	<u><u>\$52,564,147.15</u></u>	<u><u>\$42,170,440.40</u></u>

Oil and Gas Development - March 31, 1976

Acreage Under Lease - 811,845

Number of Producing Acres - 343,225

Number of Producing Leases - 1,518



B. LAND MATTERS

1. Easements and Surface Leases Nos. 4122-4157, Assignment of Surface Lease No. 3733, Material Source Permits Nos. 508-509, Water Contract No. 158 and Flexible Grazing Lease No. 3.--It is recommended by the Associate Deputy Chancellor for Investments, Trusts and Lands that the following application for easements, surface leases, assignment of surface lease, material source permits, water contract and flexible grazing lease be approved. All have been approved as to content by the appropriate officials. Payment for each has been received in advance unless otherwise indicated, and each document is on the University's standard form and is at the standard rate:

a. Easements and Surface Leases Nos. 4122 - 4157

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4122	The Bauman Company (renewal of 2162)	Surface Lease (roadside sign site)	El Paso	L	300' x 40'	4/1/76- 3/31/77*	\$ 100.00 (annually)
4123	The Bauman Company (renewal of 2163)	Surface Lease (roadside sign site)	El Paso	L	300' x 40'	4/1/76- 3/31/77*	100.00 (annually)
4124	The Bauman Company (renewal of 2164)	Surface Lease (roadside sign site)	El Paso	L	300' x 40'	4/1/76- 3/31/77*	100.00 (annually)
4125	ARCO Pipe Line Company (renewal of 2167)	Pipe Line	Crane	30, 31	3,082 rds. 8-5/8 inch	5/1/76- 4/30/86	5,393.50
4126	James Phillips	Surface Lease (residential site)	Ward	16	Lots 2 & 3, Block 2, South Pyote Addition	2/1/76- 1/31/77*	100.00 (annually)
4127	ARCO Pipe Line Company (renewal of 2245)	Pipe Line	Crane	31	69 rds. 4 inch	5/1/76- 4/30/86	100.00 (min.)

\*Renewable from year to year, but not to exceed a total of ten years.

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4128	Phillips Pipe Line Company (renewal of 2112)	Pipe Line	Andrews	9	159.8 rds. 4½ inch	3/1/76- 2/28/86	\$ 159.80
4129	Phillips Petroleum Company (renewal of 2131 and 2135)	Pipe Line	Andrews, Ector	12, 35	352.40 rds. 3½ inch 9.6 rds. 8-5/8 inch	3/1/76- 2/28/86	369.20
4130	Texas Electric Service Company (renewal of 2190)	Power Line	Andrews	4,5,9, 13,14	440.11 rds. single pole	4/1/76- 3/31/86	396.09
4131	Oasis Pipe Line Company	Pipe Line	Winkler	21	201.76 rds. 6 inch	3/1/76- 2/28/86	353.08
4132	Northern Natural Gas Company (renewal of 2233)	Pipe Line	Andrews	4, 5	3,434.97 rds. 16 inch	5/1/76- 4/30/86	8,930.92
4133	Southwest Texas Electric Coop., Inc.	Power Line	Crockett	14	462.727 rds. single pole	2/1/76- 1/31/86	416.70
4134	Adobe Oil Company	Surface Lease (salt water disposal contract)	Crockett	47	1 acre	4/1/76- 3/31/77*	400.00 (annually)
4135	Mobil Pipe Line Company (renewal of 2266)	Pipe Line	Andrews	13	26.2 rds. 4½ inch	7/1/76- 6/30/86	100.00 (min.)
4136	Southwest Texas Electric Coop., Inc.	Power Line	Crockett	14	102.8 rds. single pole	2/1/76- 1/31/86	100.00 (min.)

\*Renewable from year to year, but not to exceed a total of five years.

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4137	Southwest Texas Electric Coop., Inc.	Power Line	Crockett	47	147.27 rds. single pole	2/1/76- 1/31/86	\$ 132.54
4138	Texas Electric Service Company (renewal of 2158)	Pipe Line	Andrews	13, 14	2,265.27 rds. H-frame	4/1/76- 3/31/86	3,397.90
4139	Amoco Production Company	Pipe Line	Winkler	21	278.61 rds. 4½ inch	3/1/76- 2/28/86	278.61
4140	Mobil Pipe Line Company	Pipe Line	Ward	16	209.39 rds. 2 inch	3/1/76- 2/28/86	209.39
4141	The Nueces Company (renewal of 2249)	Pipe Line	Ward	18	532.12 rds. 3 inch	6/1/76- 5/31/86	532.12
4142	Santa Fe Pipeline Company	Pipe Line	Andrews	1	597.27 rds. 4½ inch	3/1/76- 2/28/86	597.27
4143	American Telephone and Telegraph Company (renewal of 2120)	Telephone Line	Hudspeth	D,E,F, L,K	8,459 rds. cable line	2/1/76- 1/31/86	8,459.00
4144	Phillips Petroleum Company (renewal of 2149)	Pipe Line	Andrews	11	148.2 rds. 6-5/8 inch	4/1/76- 3/31/86	259.35
4145	Phillips Pipe Line Company (renewal of 2187 & 2252)	Pipe Line	Andrews	8, 10, 11	2,373.50 rds. various size	4/1/76- 3/31/86	3,108.58
4146	Phillips Petroleum Company (renewal of 2182)	Pipe Line	Andrews	4, 5, 10, 12	888.10 rds. various size	4/1/76- 3/31/86	888.10

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4147	Phillips Petroleum Company (renewal of 2130 & 2161)	Pipe Line	Ector	35	725.80 rds. various size	4/1/76- 3/31/86	\$ 1,129.61
4148	Phillips Petroleum Company (renewal of 2253 & 2265)	Pipe Line	Reagan	10,58	329.7 rds. 4½ inch 1,095.3 rds. 6-5/8 inch	6/1/76- 5/31/86	2,246.48
4149	Dorchester Gas Producing Company (renewal of 769 & 3201)	Surface Lease (plant site)	Reagan	2	5 acres	4/1/76- 3/31/86	1,500.00 (full)
4150	Story-Ellis Chevrolet, Inc. (renewal of 2145)	Surface Lease (road sign site)	El Paso	L	300' x 40'	4/1/76- 3/31/77*	100.00 (annually)
4151	El Paso Natural Gas Company (renewal of 2185)	Surface Lease (cathodic protection unit site)	Hudspeth	J	Less than 1 acre	8/1/76- 7/31/86	100.00 (full)
4152	Iraan-Sheffield Independent School District (renewal of 2234)	Surface Lease (school and community use site)	Pecos	16	1 acre	5/1/76- 4/30/86	1.00 (full)
4153	Delhi Gas Pipeline Corporation	Pipe Line	Crockett	30, 31	76.91 rds. 3½ inch	4/1/76- 3/31/86	100.00 (min.)
4154	Phillips Petroleum Company	Pipe Line	Ward	18	748.50 rds. 2-3/8 inch	2/1/76- 1/31/86	748.50

\*Renewable from year to year, but not to exceed a total of ten years.

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4155	Phillips Petroleum Company	Pipe Line	Andrews	13,14	231.21 rds. 4½ inch	3/1/76- 2/28/86	\$ 231.21
4156	Phillips Petroleum Company	Pipe Line	Andrews	7,8	713.58 rds. 4½ inch	1/1/76- 12/31/85	713.58
4157	Exxon Pipeline Company (renewal of 2197 & 2207)	Pipe Line	Crane	30	416.42 rds. 4½ inch	3/1/76- 2/28/86	416.42

b. Assignment of Surface Lease No. 3733

No.	Assignor	Assignee	Type of Permit	County	Consideration
3733	Rheinhardt Trust	Pool Company	Surface Lease (business site)	Reagan	\$ 100.00*

\*Assignment Fee

c. Material Source Permits Nos. 508 - 509

No.	Grantee	County	Location	Quantity	Consideration
508	Machen Contracting, Inc.	Ward	Block 16	110 cubic yards chat	\$ 110.00
509	Holloman Construction Company	Andrews	Block 1	460 cubic yards caliche	138.00

Land Matters - Continued--

d. Water Contract No. 158

No.	Grantee	County	Location	Period	Consideration
158	Allan Construction Co., Inc.	Crockett	Block 31	2/1/76 - 2/1/78	\$ 500.00

e. Flexible Grazing Lease No. 3

The following grazing lease is for a ten year term in accordance with the Flexible Grazing Lease Policies adopted by the Board of Regents at its March 26, 1976, meeting provided that the lessee carries out the range conservation and/or ranch improvement practices specified in said lease which shall be certified by the University Land Agent. This lease is on the University's standard form with semiannual payment of rental on January 1 and July 1 of each year in the amount set out in the lease.

No.	Lessee	Location		Acreage	Period	Minimum Annual Rental		Semi-Annual Rental
		County	Block			Minimum Rental Per Acre	Annual Rental	
3*	Dale Blackstock	Ward	16	2,385.69	7/1/76- 6/30/86	\$.30	\$715.71**	\$357.86**

\*As a bonus for this lease, Mr. Blackstock has agreed to root plow and reseed 700 acres at an estimated cost of \$21,000.

\*\*Actual rental to be determined semiannually by the University Land Agent in accordance with the Flexible Grazing Lease Policies based upon the then current price per animal unit and the stocking rate applicable to this lease.

2. Permanent University Fund - Land Matters - Recommendation to Salvage Certain Buildings Located on the Old Pyote Air Force Base Property, Ward County, Texas.--At the time of the abandonment by the United States Government of the lease on the old Pyote Air Force Base property, title to all improvements was conveyed to the Board of Regents in lieu of restoration of the surface which would have included the removal of the concrete aprons and runways. Over the years, the University has proceeded to salvage several of the structures together with copper tubing and wiring and other materials. At the present time, there remain some eleven buildings, warehouses and hangars with a total square footage of 186,875 square feet which are badly in need of repair. Initially, these properties were leased for cotton warehouses and other purposes, which operations have been abandoned since they were no longer economically feasible. These buildings have remained unleased for the past four years even though the University Land Agent, the local Chambers of Commerce in Pecos, Monahans and Kermit have made every attempt to obtain lessees for these buildings.

The University Land Agent joined by the Deputy Chancellor and the Associate Deputy Chancellor for Investments, Trusts and Lands recommends that they be given the authority to proceed with salvage operations and that the following action be taken:

- a. Prepare bid specifications for the demolition of the subject improvements which will provide that the contractor will carry adequate public liability insurance to protect the Board of Regents and the contractor against any and all third party claims; require that the contractor submit performance and payment bonds in the minimum amount of \$30,000 in order to guarantee that the premises are left in a clear and clean condition; provide that the contractor shall have one year from the date of the contract to complete all salvage operations on the lease premises; and such other provisions as are deemed necessary and advisable to protect the interest of the University.
- b. Advertise for bids for demolition of the subject buildings in newspapers of major circulation in the State of Texas as well as the southwest edition of the Wall Street Journal with the results of such bids to be submitted to the Board of Regents for approval at the July 9th meeting.

## II. TRUST AND SPECIAL FUNDS

### A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Austin - Recommendation for Acceptance of Bequest Under the Will of Ruth Maurine Martin.--The Administration recommends the acceptance of the bequest in trust by Miss Ruth Maurine Martin (U. T. Austin BA 1932 and MA 1942) of her residuary estate. Miss Martin was a resident of Corpus Christi at the time of her death in 1974. Her sister, Mrs. Edna Martin Cannon, receives the trust income for life. Then the fund is to be used as provided in the following excerpt from the will:

"Upon the death of my sister, EDNA MARTIN CANNON, the trustee shall accumulate and retain all income, dividends and rental and all gains of any kind without limitation thereof and shall from time to time at its sole and absolute discretion distribute all or any part of said accumulated income or gains, together with all or any part of the corpus and principal of said trust, which trustee in its sole and absolute discretion may elect to distribute for scholarships for high school graduates of Corpus Christi, Texas and Austin, Texas, who are desirous of attending the University of Texas at Austin to be chosen by the president of the University of Texas at Austin or whomsoever he shall designate from time to time, and will be chosen on the basis of academic potential and financial need. All scholarships will be given in the names of JOHANNA SCHMITZ NELSON, GEORGE ESTILL MARTIN, AMANDA SCHMITZ MARTIN, EDNA MARTIN CANNON and RUTH MAURINE MARTIN.

The trust should amount to \$125,000 - \$130,000 consisting of an undivided interest amounting to about \$40,000 in a mortgage note and the balance in cash.

2. University Cancer Center (M. D. Anderson) - Recommendation for Acceptance of Bequest Under the Will of Jean A. Laseter.--The Administration recommends acceptance of the bequest by Jean A. Laseter, a resident of Arkansas and a patient at M. D. Anderson over a period of about six years, of one-half of her residuary estate. M. D. Anderson has received \$14,078.20 as complete and final distribution of this bequest, and it is further recommended that these funds be left at M. D. Anderson for cancer research. The bequest is to "M. D. Anderson Tumor Clinic, Texas Medical Center, Houston, Texas, to be used in research toward the cause and cure of cancer".



## B. REAL ESTATE MATTERS

1. U. T. Austin - Hogg Foundation: W. C. Hogg Memorial Fund - Recommendation for Joinder in Two Oil and Gas Pooling Agreements.  
--The Administration recommends that the Board of Regents authorize joinder in two oil and gas pooling agreements involving two small mineral interests held for the Hogg Foundation: W. C. Hogg Memorial Fund as follows:
  - a. A. V. Beebe - Herrin Murphy Unit, Smackover Field, Union County, Arkansas: This agreement pools two 5-acre tracts held under separate leases and with differing royalty ownership. A producing oil well has been drilled, apparently due to a surveying error, on the line between the two leases. The interest of the Board of Regents is 7/64ths of 1/8th royalty under 5 acres covered by the A. V. Beebe lease in Section 8, Township 16 South, Range 15 West, Union County, Arkansas.
  - b. Exxon - Raccoon Bend Cockfield Oil Unit No. 3, Austin County, Texas: This agreement proposed by Exxon Corporation, the principal operator in the Raccoon Bend Field, Austin County, pools as to the Cockburn Sand at a depth of about 4,400 feet a tract of 4.5 acres and another of 5.5 acres held by Exxon under separate leases. The interest of the Board of Regents is 1/16th of 1/8th royalty under the 5.5 acres held by Exxon under the L. R. Sherrod Lease in the Wm. C. White Survey, Austin County. Exxon's geologists believe there is a strong possibility of additional recovery by some additional drilling in the Raccoon Bend Field, but they point out that it is economically unfeasible to drill on each small tract.
2. U. T. Austin - Hogg Foundation: W. C. Hogg Memorial Fund (Thomas E. Hogg Estate) - Recommendation for Joinder in Two Instruments with Mrs. Margaret Wells Markus.--The Administration recommends that the Board of Regents as Trustee of the Hogg Foundation: W. C. Hogg Memorial Fund and remainderman under the Will of Thomas E. Hogg join Mrs. Margaret Wells Markus, the surviving wife of Thomas E. Hogg and life tenant of his Estate, in the execution of the following instruments:
  - a. Oil, Gas and Mineral Lease to Alfred Wagner, Jr.: This lease will cover 146.3 acres in the Jesse Thompson League, Brazoria County, under which the Thomas E. Hogg Estate owns 1/32nd of the minerals. Primary term will be 3 years, royalty 1/6th, bonus \$25 per acre, and annual delay rentals \$5 per acre. Under agreement between the Board of Regents and Mrs. Markus in 1953 interpreting the Will of Thomas E. Hogg, all bonuses, rents and royalties go to Mrs. Markus.

b. Deed to Tenneco Realty on 1 acre in Brazoria County:  
This deed covers sale for \$600 of 1 acre out of part of the old Kitty Nash Road near West Columbia being abandoned. The tract is in the Josiah H. Bell 1-1/2 Leagues. Tenneco Realty owns the surrounding acreage. In April, 1975, the Board of Regents authorized joinder in sale to Tenneco of .942 acre being abandoned as part of this same Brazoria County road project. That was at \$600 per acre; and, though these two small tracts are not adjoining, the situation is quite similar.

3. U. T. Austin - Archer M. Huntington Museum Fund - Recommendation for Proposed Lease to City of Galveston Airport Commission.--One of the main assets of this fund is a tract of land of approximately 2,400 acres located in Galveston County adjacent to Texas City, Texas. The officials of the Galveston Municipal Airport have requested a lease of a tract of land of approximately 5,000 square feet located near the intersection of Loop 197 and the Southern Pacific Railway right-of-way on the extreme western edge of the Huntington tract. This site is to be used as an outer marker beacon for the instrument landing approach system which will be installed for the Galveston Municipal Airport. A small metal building will be constructed to house the signal transmitter together with a road from Loop 197 to provide ingress and egress.

The Associate Deputy Chancellor for Investments, Trusts and Lands recommends that a lease be granted to the City of Galveston Airport Commission for a term of twenty years at an annual rental of \$100 per year payable \$2,000 in advance. Such lease will contain a cancellation clause in the event of sale of the subject property by the University upon giving six months' written notice.

4. U. T. Austin - Archer M. Huntington Museum Fund - Recommendation of Renewal of Grazing Lease to Joe M. Robinson.--The Board of Regents on May 14, 1973, entered into that certain grazing lease covering approximately 2,400 acres out of the S. C. Bundick League, Abstract 7, Galveston County, Texas, for a term of three years commencing on May 15, 1973, and terminating on May 14, 1976, at an annual rental of \$4,186.93 per year. Mr. F. L. Lepper, one of the prior co-lessees, is now deceased. Lessee has requested a renewal of said grazing lease for a three-year period at an increased rental. Mr. Robinson has been a most satisfactory tenant for the past fifteen years.

The Associate Deputy Chancellor for Investments, Trusts and Lands recommends a renewal of the grazing lease to Joe M. Robinson for a three-year term commencing May 15, 1976, and terminating May 14, 1979, at an annual rental of \$4,422.48. The lease may be cancelled in the event of sale or lease for other than grazing purposes upon giving ninety days' written notice.

5. U. T. El Paso - Josephine Clardy Fox Fund - Recommendation for Ground Lease to the Chamizal National Bank of El Paso Covering Property Located at 5230 Paisano, El Paso County, Texas.--The subject property is one of the assets of the Josephine Clardy Fox Fund and is located out of the northeast portion of Block 41, Clardy Fox Addition to the City of El Paso, El Paso County, Texas, locally known as 5230 Paisano and containing 19,500 square feet of area, more or less. This property is presently under a month-to-month lease to Merle Dodson and is presently being used as a used car lot. Mr. Jack R. Young, Chairman of the Board of the Chamizal National Bank of El Paso, a subsidiary of Trans Texas Bancorporation, Inc., has requested that the Board of Regents grant to it a ground lease for a term of ten years with two ten-year options in order that they may construct a building and other necessary appurtenances suitable for the conduct of the normal business of a national banking association.

The Associate Deputy Chancellor for Investments, Trusts and Lands recommends that a ground lease be granted to the Chamizal National Bank of El Paso upon the following major terms and provisions:

- a. Term: Ten years commencing on June 1, 1976, and terminating on May 31, 1986, with the option to renew for two additional ten-year periods.
- b. Rental: The annual rental for the first five years shall be the higher of 9-1/2% of the appraised value of the property or \$2.50 per square foot. Rental for each subsequent five-year period during the initial or option terms of this lease shall be increased by the same percentage that the cost of living index published by the Bureau of Labor Statistics, U. S. Department of Labor, has increased during the preceding five-year period using the figure for the month of June, 1976, as the base index figure in the computation of any rental adjustment. It is provided, however, that the rental for any subsequent five-year period during the term of said lease shall never be reduced.
- c. Construction: This lease is made with the understanding that lessee intends to construct improvements on the property to be used for the conduct of the normal business of a national banking association and provisions shall be made that any improvements placed upon the leased premises by the lessee shall become the property of the lessor upon the expiration or termination of said lease for any cause.

It is further recommended by the Associate Deputy Chancellor for Investments, Trusts and Lands that the Board of Regents agrees to lease to the Chamizal National Bank of El Paso the adjoining

property located at 5120 Paisano containing 18,900 square feet, more or less, upon the same terms and conditions as the lease on the property located at 5230 Paisano, i.e. the beginning annual rental to be calculated on the same square foot valuation and rental rate as that prevailing on the property at 5230 Paisano with the provision that cost of living increases shall be adjusted from June 1, 1976, on June 1, 1981, and for each five-year period thereafter, and the expiration of the primary term and the two ten-year option periods shall coincide with the terms of the lease covering the property located at 5230 Paisano. The property located at 5120 Paisano is presently under lease to Mr. Charles Little dba Del Camino Motors, the primary term of this lease terminating October 1, 1977, with an option to renew for an additional two-year period ending October 1, 1979. Further the Board of Regents will grant to the Chamizal National Bank of El Paso the first right of refusal to purchase the property located at 5120 Paisano in the event of sale on or before October 1, 1979.

6. Galveston Medical Branch - The Paul R. Stalnaker, M. D., Fund - Recommendation for Sale of Interest in Property at 7040 Harrisburg Boulevard, Houston.--The Administration recommends that the Board of Regents accept as to its undivided 20% interest, conditioned on acceptance by the other owners, an offer received on March 19 from Raymond W. C. Lew and Park Toy Louie of \$110,000 for Lots 12 through 15, Subdivision 1, Magnolia Park, S. M. Williams Survey, City of Houston, known as 7040 Harrisburg Boulevard. The property is 80,000 square feet of ground and a 2-story brick building 40 - 50 years old which is 50' x 200' on the ground floor and 50' x 150' on the second floor. Terms are \$15,000 down and the balance in monthly installments not to exceed 15 years and interest at not less than 7½%. Sales commission of 6% will be paid by the sellers to Wallace Gee & Associates of Houston. The other ownership is 20% by trustees for financial aid to the members of one of the fraternities at the Galveston Medical School and 60% divided among 3 or 4 members of the Stalnaker family. This is the only piece of real estate remaining in the Estates of Dr. Stalnaker and his widow now deceased. The primary responsibility of managing the property has been with the president of one of the Houston banks who was one of the Executors and Trustees of Dr. Stalnaker's Estate and is one of the Trustees for the fraternity.

The ground floor of the building is occupied by a Western Auto Store going back to about 1945 under a lease to 1977 with an option to the tenant to renew for another 5 years, all at rental of \$650 per month with the owners responsible for taxes, insurance and most of the maintenance. The second floor is divided into small apartments with frequent turnover and management difficulties. Net annual income before depreciation has been running around \$8,800. The location is about 4 miles southeast from downtown Houston in the dock and Ship Channel area which has more than average law enforcement problems, and the area is principally light industrial with much vacant ground and practically no development. There were two appraisals in 1974, one at \$113,500 and one at \$120,000. However, the property has been well exposed during the past 6 months and has been shown to several investors in property of this type at a price of \$120,000. Subject offer is the only one received, and it is believed that acceptance will be to the best interest of all of the owners involved. The other owners understand that acceptance by the Board of Regents still will be due largely to a willingness to cooperate with them if they wish to dispose of the property under these terms.

### III. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for the Months of February and March 1976.--In accordance with present procedure, the report of securities transactions for the Permanent University Fund and Trust and Special Funds for the months of February and March 1976 were mailed April 21, 1976, by Secretary Thedford to the members of the Board of Regents. If any questions regarding this report have been submitted, the Secretary will so report at the meeting of the Land and Investment Committee.

## **Committee of the Whole**

COMMITTEE OF THE WHOLE  
Chairman Shivers, Presiding

Date: May 14, 1976

Time: Following the Meeting of the Land and Investment Committee

Place: Main Building, Suite 212  
U. T. Austin  
Austin, Texas

Page  
C of W

I. SPECIAL ITEMS

- A. U. T. System, U. T. Arlington, U. T. Austin, U. T. Dallas, U. T. El Paso, U. T. Permian Basin, U. T. San Antonio and System Nursing School
1. Request to Approve Transfer of Funds Between Legislative Appropriation Items for Fiscal Year Ending August 31, 1976 3
- B. U. T. Austin
2. Change in Date of U. T. Austin v. Arkansas from October 16 to December 4, 1976 3
  3. Proposed Extension of Shuttle Bus Service Contract with Transportation Enterprises, Inc. 3
  4. Request to Waive Regents' Rules and Regulations (Leave of Absence) and to Authorize Leave of Absence Without Pay 4
  5. Request to Waive Regents' Rules and Regulations, Part One, Chapter III, Section 5.32 (Nepotism) 6
  6. Request for Approval of World Oil Model Project with Kuwait Ministry of Oil 11
  7. Request to Establish Chair of Free Enterprise in the College of Engineering 15
- C. U. T. Permian Basin
8. Proposed Designation of L. L. LaRue Agent for Tax-Free Alcohol 18
- D. San Antonio Health Science Center
9. Proposed License Agreement Between The University of Texas Health Science Center at San Antonio and Bexar County Hospital District 18

## II. DEVELOPMENTAL MATTERS

### A. U. T. System

1. Proposed Nominees to Development Boards and Councils [U. T. Arlington: Development Board, Graduate School of Social Work and College of Business Administration Advisory Councils; U. T. Austin: Development Board, Architecture Foundation, Arts and Sciences Foundation (Humanities, Natural Sciences, Social and Behavioral Sciences, General and Comparative Studies), Business Administration Foundation, Communication Foundation, Education Foundation, Engineering Foundation, Fine Arts Foundation, Geology Foundation, Graduate School of Library Science Foundation, Pharmaceutical Foundation, Social Work Foundation and McDonald Observatory Advisory Councils; U. T. Dallas: Development Board, Management and Administration and Callier Center Advisory Councils; U. T. El Paso Development Board; U. T. San Antonio Development Board; Galveston Medical Branch: Development Board and National Advisory Committee to the Marine Biomedical Institute; and University Cancer Center Board of Visitors of University Cancer Foundation] 25

### B. U. T. Dallas

2. Request to Establish Advisory Council for General Studies and Proposed Appointments Thereto 41

### C. San Antonio Health Science Center

3. Request to Establish Development Board and Proposed Appointments Thereto 43

## III. SCHEDULED MEETINGS AND EVENTS 45



I. SPECIAL ITEMS

- A. U. T. System, U. T. Arlington, U. T. Austin, U. T. Dallas, U. T. El Paso, U. T. Permian Basin, U. T. San Antonio and System Nursing School

1. Request to Approve Transfer of Funds Between Legislative Appropriation Items for Fiscal Year Ending August 31, 1976. --

In order to provide for the most effective utilization of balances remaining in the 1975-76 General Revenue Appropriations for The University of Texas System Administration, the general academic institutions of The University of Texas System, and the System School of Nursing, it is recommended by System Administration that the Board of Regents adopt the following resolution:

Pursuant to the appropriate transfer provisions of Article IV, S.B. 52, 64th Legislature, Regular Session, 1975, it is hereby resolved that the State Comptroller be requested to make transfers within the Legislative Appropriations from the General Revenue Fund for each of the following components as determined necessary by appropriate administrative officials of The University of Texas:

The University of Texas at Arlington  
The University of Texas at Austin  
The University of Texas System Administration  
The University of Texas at Dallas  
The University of Texas at El Paso  
The University of Texas of the Permian Basin  
The University of Texas at San Antonio  
The University of Texas System School of Nursing

B. U. T. Austin

2. Change in Date of U. T. Austin v. Arkansas from October 16 to December 4, 1976. --At the Regents' meeting on March 26, 1976, President Rogers announced a proposed change in the date of the U. T. Austin v. Arkansas game from October 16 to December 4, to permit the game to be nationally televised. It is recommended that the Board approve this change and ratify all actions in connection therewith.

3. Proposed Extension of Shuttle Bus Service Contract with Transportation Enterprises, Inc. --

RECOMMENDATION

Based on proposals from Transportation Enterprises, Inc., and American Transit Corporation for shuttle bus service at The University of Texas at Austin, it is recommended by the Shuttle Bus Service Committee (Chairman Shivers, Regent Clark, Deputy Chancellor Walker and Vice-President Colvin) that the present contract with TEI, which expires on August 31, 1976, be extended for a three year period at a rate of \$11.75 per hour.

System Administration concurs in this committee's recommendation.

4. Request to Waive Regents' Rules and Regulations (Leave of Absence) and to Authorize Leave of Absence Without Pay. --

SYSTEM ADMINISTRATION'S RECOMMENDATION:

System Administration concurs in the recommendation of President Rogers that Dr. William L. Fisher, Professor of Geological Sciences and Director of the Bureau of Economic Geology, be granted a second year leave of absence, without pay, effective on May 1, 1976 as a waiver of the provisions of Regents' Rules, Part One, Chapter III, Section 16.

Dr. Fisher was nominated recently by President Ford to serve as Assistant Secretary of the U. S. Department of Interior, and this nomination has been confirmed by the U. S. Senate.

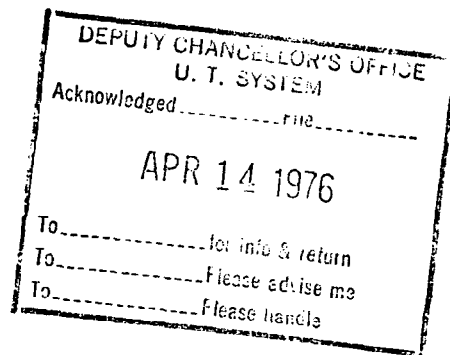
RECOMMENDATION OF PRESIDENT ROGERS:



THE UNIVERSITY OF TEXAS AT AUSTIN  
OFFICE OF THE PRESIDENT  
AUSTIN, TEXAS 78712

April 13, 1976

President



Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado

Dear Mr. Walker:

Professor William L. Fisher, Director of the Bureau of Economic Geology, has requested a second year's leave of absence to join the U. S. Department of the Interior as Deputy Assistant Secretary. In the attached letter, Professor Fisher explains the reasons for this request.

In recognition of the important national service involved, I am pleased to recommend approval of this request and transmit it to you for approval and submission to the Board of Regents at their May 14, 1976 meeting.

Sincerely yours,

A handwritten signature in cursive script that reads "Lorene L. Rogers".

Lorene L. Rogers  
President

DR. FISHER'S REQUEST:



United States Department of the Interior

OFFICE OF THE SECRETARY  
WASHINGTON, D.C. 20240

April 6, 1976

Dr. Lorene L. Rogers  
President, University of  
Texas at Austin  
Austin, Texas 78712

Dear Dr. Rogers:

Last year, effective May 1, 1975, you granted me a 1-year leave of absence from my position as Director of the Bureau of Economic Geology and as Professor in the Department of Geological Sciences to join the U. S. Department of the Interior as Deputy Assistant Secretary.

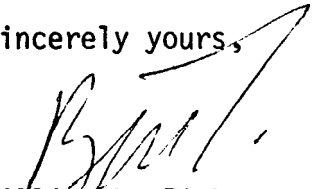
Recently, as you know, President Ford nominated me, and the Senate subsequently confirmed my nomination, as Assistant Secretary of the Interior for Energy and Minerals. I appreciate the challenges and responsibilities of this office and look forward to serving the Nation constructively in this important office.

Pursuant to our conversation of April 5, I am writing to request an additional year's leave of absence from the University, effective May 1, 1976.

I look forward to my return to the University, which is such a profound personal and professional part of my life. I trust my stay in Washington can add to my ability to contribute to the University in the future.

With best personal regards.

Sincerely yours,

  
William L. Fisher  
Assistant Secretary  
of the Interior



5. Request to Waive Regents' Rules and Regulations, Part One, Chapter III, Section 5.32 (Nepotism). --

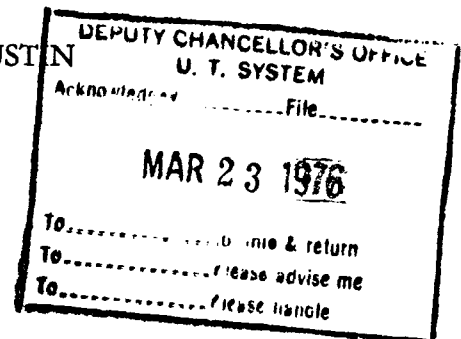
SYSTEM ADMINISTRATION'S RECOMMENDATION:

System Administration concurs in the recommendation of President Rogers set forth below that Section 5.32, Chapter III, Part One, of the Regents' Rules and Regulations be waived to allow Professor Donald A. Levin to continue to employ his wife, Adrienne R. Levin, during fiscal year 1976-1977, as a Laboratory Assistant IV to assist him in his botany research program funded by the National Science Foundation. All appropriate administrative officials at U.T. Austin have endorsed this request.

PRESIDENT ROGERS' RECOMMENDATION:



THE UNIVERSITY OF TEXAS AT AUSTIN  
OFFICE OF THE PRESIDENT  
AUSTIN, TEXAS 78712



President

March 22, 1976

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado

Dear Mr. Walker:

Enclosed is a letter from Professor Donald Levin asking for a waiver of the Nepotism Rule (Part One, Chapter III, Section 5.32) in order to permit him to employ his wife as Laboratory Assistant IV, to assist in his research program funded by the National Science Foundation. This request has been endorsed by Vice President and Provost Stanley R. Ross, and Vice President for Research Eldon Sutton. They concur that a waiver of the Regents' Nepotism Rule would be appropriate.

I recommend approval and request that the Regents be asked to approve the waiver at their May 14, 1976 meeting, such action to be taken with the understanding that any subsequent changes in salary or title for Mrs. Levin would necessarily receive approval through all appropriate channels.

If you concur, would you submit the proposal for regental approval.

Sincerely yours,

*Lorene L. Rogers*  
Lorene L. Rogers  
President

DR. ROSS' RECOMMENDATION:



THE UNIVERSITY OF TEXAS AT AUSTIN  
AUSTIN, TEXAS 78712

Vice President for Research  
The University of Texas at Austin

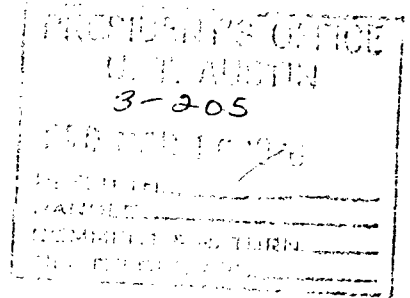
Acknowledged \_\_\_\_\_ File \_\_\_\_\_

REC'D. MAR 8 1976

Refer to LLR  
Please Answer \_\_\_\_\_  
Comment and Return \_\_\_\_\_

Vice President and Provost

March 5, 1976



Dr. Lorene L. Rogers  
President  
MAI 400

VIA

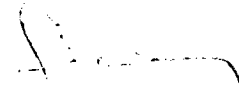
Dr. Eldon Sutton  
Vice President for Research  
MAI 206

Dear Lorene:

Professor Donald Levin has requested a waiver of the nepotism rule so that he may continue to employ his wife on federally supported research during the 1976-77 fiscal year. This request enjoys the endorsement of Professor Delevoryas, Chairman of the Department of Botany, and of Dean Schrank on behalf of Paul Olum. I personally see no objection to the existence of an arrangement that has been specifically approved by you and your predecessor and by the Board of Regents during the past three years.

Since the arrangement is a research one, I am transmitting this via Eldon Sutton so that he may provide you with his views on the matter.

Sincerely yours,

  
Stanley R. Ross  
Vice President and Provost

SRR:ah

Attachments

*I recommend approval.*  
*Eldon Sutton*

*Approved by  
Lorene L. Rogers  
3-16-76*



THE UNIVERSITY OF TEXAS AT AUSTIN  
AUSTIN, TEXAS 78712

*The Department of Botany*

March 3, 1976

Dean Paul Olum  
College of Natural Sciences  
WCH 108

Dear Paul:

I am sending you Don Levin's letter requesting waiver of the nepotism rule for forwarding to President Rogers.

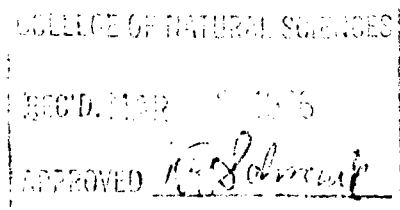
This combination has been working very well, and I see no reason to break up this successful team. Don, as you know, has extremely high standards, and it is not easy to find people to work with him who will meet these standards.

Cordially,

A handwritten signature in cursive script, appearing to read "T. Delevoryas".

T. Delevoryas  
Chairman

TD:fd  
Encl.



PROFESSOR LEVIN'S JUSTIFICATION:



THE UNIVERSITY OF TEXAS AT AUSTIN

AUSTIN, TEXAS 78712

*The Department of Botany*

TO: President Lorene L. Rogers

FROM: Professor Donald A. Levin

A handwritten signature in dark ink, appearing to read "Donald A. Levin".

DATE: March 2, 1976

RE: Waiver of the nepotism rule in pursuance of federally supported research.

This letter constitutes a petition for the extension of the waiver of the nepotism rule which you, Professor Spurr and the Board of Regents kindly accorded Adrienne R. Levin during the 1973-74, 1974-75, 1975-76 fiscal years. Their action permitted me to hire her to perform duties necessary for the accomplishment of research goals supported by my National Science Foundation Grant (BMS73-06687, five-year support at \$35,000 per annum). I hope that Adrienne Levin would be permitted to continue on my grant in the 1976-1977 fiscal year.

My research program addresses problems on the demographic and population genetics of Texas plants. It involves a broad spectrum of techniques, concomitant with diverse laboratory experiments and manipulations. Each of the laboratory projects require months of diligent and accurate observations. I have paid undergraduates and graduate students majoring in biology or botany to execute phases of the lab operation. Whereas many well-meaning and qualified students are eager to participate in research, the rigors and tedium of delving into one narrow problem for months soon take their toll. The glamour of research and high initial performance too often are replaced by lack of concern as manifested in sloppy procedures or inaccurate data collection. The semester ends, the students are thanked, new ones are screened, hired, and trained. After a month or so they begin to work "independently" and the cycle begins again. This procedure is terribly inefficient and wrought with less than uniform high performance and occasional maltreatment of the material to the point where an experiment is ruined.

Experience has taught me that a research program is most effectively executed when there is a basic nucleus of well-trained, interested, involved and dedicated people who are long-term participants in the program. My research funds permit the employment of two lab assistants and currently I have one satisfactory full-time technician working on enzyme protein polymorphism as determined by electrophoretic techniques. I need someone who can assist in this work and on problems relating to pollen size and numbers, embryo abortion and seed set, plant age, pollinator behavior, chromosome counts, and who can assist with library searches, statistical analysis, reading galley proof and also help with electrophoresis when necessary. I need someone whose expertise, interest, care, and long-term dedication and participation can be assured. Adrienne R. Levin has these unique properties. Her broad training in the ways of my research is the product of ten years of intermittent regular employment in my laboratory at the University of Illinois, Yale University and three years at The University of Texas. During those years she had

learned and applied the various techniques which we use, and has been actively involved in just about all phases of the research program. Moreover, her assistance in assembling bibliographies and reading galley proof for over seventy research publications has made her knowledgeable of the nomenclature and jargon of population biology. Also she has experience (one year) as a full time professional typist. Her appointment as a lab assistant would be the most productive way of using my funds for this position. I don't know how long it would take someone to gain her unique experience; and then only time would tell whether the care and long-term interest were forthcoming. I cannot afford the loss of time in searching for someone with qualifications which ultimately might only be gained through years of participation in my program. Nor can I afford to gamble that someone who may meet some of my criteria of employment is indeed unsuitable. I have material which must be processed and worked on according to an unalterable schedule (dictated by the nature of the research) if I am to fulfill my obligations to the National Science Foundation.

Adrienne R. Levin can meet the time obligations as a full time greenhouse and lab assistant, domestic duties notwithstanding. The extension of the nepotism waiver to include the 1976-1977 fiscal year would not only provide me with a uniquely talented lab assistant, but would add flexibility to my program in that unusual demands at either the laboratory or Brackenridge field lab could be met by a single person.

Your consideration of the waiver of the nepotism rule in the case of Adrienne R. Levin is greatly appreciated. The title would be as it is now, Laboratory Assistant IV, and the annual salary would be at the lowest level for that class (\$8,700.00 for the 1976-77 fiscal year), adjusted only to include the salary increase dictated by the State Legislature.

DAL/sh



6. Request for Approval of World Oil Model Project with Kuwait Ministry of Oil. --

*Ch...*

SYSTEM ADMINISTRATION'S RECOMMENDATION:

System Administration concurs with the recommendation of President Rogers that the proposal for the joint construction of a World Oil Model between The University of Texas at Austin and the Kuwait Ministry of Oil be approved in accordance with Part Two, Chapter XI, Sections 1, 2, and 3 of the Regents' Rules and Regulations.

The joint construction of this oil model is concerned with two parts: the first part to take place at U.T. Austin with Kuwait Ministry Oil employees undergoing a three-month training session, and the second part is for three University professionals (Professor Kennedy and two graduate students) to spend three months in Kuwait to assist in the development of the initial simulations of the model. The approximate budget for project is \$160,000, with this to be the responsibility of the Kuwait government.

Mr. John T. Lyle, Kuwaiti Desk Officer in the State Department, is enthusiastic about the project and encouraged the development of the proposal.

RECOMMENDATION OF PRESIDENT ROGERS:

*President*

April 1, 1976

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado

DEPUTY CHANCELLOR'S OFFICE	
U. T. SYSTEM	
Acknowledged.....	File.....
APR 6 1976	
To.....	for info & return
To.....	Please advise me
To.....	Please handle

*Xc-Dr. Smedley*

Dear Mr. Walker:

Enclosed is a letter that Dr. Michael Kennedy, Center for Energy Studies, proposes to send to the Kuwait Ministry of Oil. The proposal involves the joint construction of a world oil model by The University of Texas at Austin and the Kuwait Ministry of Oil. A two part plan for the model development and implementation is proposed; the first part is to take place here at the University with Kuwait Ministry Oil employees undergoing a three-month training session, and the second part is to take place in Kuwait where three University professionals will assist in developing the initial simulations. The approximate budget for the project is \$160,000.

I am forwarding the proposal to you for your consideration and request that you take those actions necessary to secure approval of the proposal.

Sincerely yours,

Lorene L. Rogers  
President

DR. SUTTON'S RECOMMENDATION:

Vice-President for Research

March 18, 1976

Memorandum

3-245
DWZ
HANDLED
TO ADDRESSEE'S RETURN
FILE OR DISCARD

To: President Lorene L. Rogers

From: Eldon Sutton *ES*

Subject: Attached proposal of Professor Michael Kennedy

*Letter to System*

At my request, Dr. Kennedy has submitted a draft proposal to go to the government of Kuwait for support. This proposal was based upon conversations that have already been held with one of the government officials there. I gather it is likely that the project would be funded if a formal proposal is made.

Since this does deal with a foreign government, I suggest that it be forwarded to the System administration for their approval at this stage. They may wish to check with the State Department to ascertain if there are problems with such a proposal.

DR. WOODSON'S RECOMMENDATION:

THE UNIVERSITY OF TEXAS AT AUSTIN  
CENTER FOR ENERGY STUDIES

March 5, 1976

Vice President for Research  
The University of Texas at Austin  
Acknowledged \_\_\_\_\_ Engineering-Science Building 312  
(512) 471-7792

MEMORANDUM

REC'D. MAR 9 1976

TO: Dr. H. Eldon Sutton

FROM: H. H. Woodson *Herb*

SUBJECT: Professor Michael Kennedy's Contract with Kuwait on a World Oil Model Project

Refer to \_\_\_\_\_  
Please Answer \_\_\_\_\_  
Comment and Return \_\_\_\_\_

Attached is a copy of a letter that Dr. Kennedy proposes to send to the Kuwaiti Ministry of Petroleum along the lines we discussed at our meeting on March 2.

I submit this material to you with the request that steps be taken to obtain UT System approval for the letter to be sent.

DR. KENNEDY'S PRESENTATION:

THE UNIVERSITY OF TEXAS AT AUSTIN  
CENTER FOR ENERGY STUDIES

MEMORANDUM

Engineering-Science Building 305  
(512) 471-7792

TO: H. H. Woodson March 3, 1976

FROM: Michael Kennedy *MR*

SUBJECT: Proposed Kuwait World Oil Model Project

Attached is a copy of a letter I propose to send to Dr. Nasseer in the Kuwaiti Ministry of Petroleum concerning possible Ministry-Center cooperation on a world oil modelling project. I would appreciate it if you would take whatever steps are necessary to obtain U. T. System approval for the letter to be sent.

Thank you for your cooperation on this.

Dr. Mohammad Nasseer  
Assistant Undersecretary for Economic Affairs  
Ministry of Oil  
P. O. Box 22795  
Kuwait  
KUWAIT

Dear Doctor Nasseer:

I am writing with regard to our meeting in your office on January 20, 1976, during which we discussed the possibility of the Center for Energy Studies at The University of Texas working together with the Ministry of Oil in the construction of a world oil model for Kuwait.

As I said in our meeting, we feel that the best procedure to follow is to have active participation by employees of the Ministry of Oil in all phases of the development and use of the model. Only in this way can the model's ultimate user, the Ministry, have the complete and close understanding of the model's internal structure and working detail which is necessary for the most effective use of any model. Therefore, we propose a two part plan for model development and implementation. First, some employees of the Ministry would spend approximately three months at The University of Texas while initial work on the model was being done. During their stay they would be given training in computer economic modeling in general, the range of the models currently in existence at the Center for Energy Studies, and the special problems involved in world oil and world energy modeling. Their main task, of course, would be participation in the construction of the Kuwait oil model. After this stage, the project would move to Kuwait. Along with the Ministry employees, three University of Texas professionals would go to Kuwait to assist in putting the model up at the Ministry of Oil and developing the initial simulations. This stage would also take about three months, at which point the model would be wholly in Kuwait hands. We would hope and expect, of course, that continuing joint research efforts between the Ministry and the Center would evolve.

An approximate budget for this project is:

Time of Center Employees	\$ 50,000
Computer Time	50,000
Travel and Overseas Expense	<u>25,000</u>
Total Direct Costs	\$125,000
University Overhead (approx.)	<u>\$ 35,000</u>
TOTAL	\$160,000

Provision would also have to be made by your government for the Kuwait employees' travel and expenses. These figures are, of course, general estimates at this time and will be more carefully delineated if you wish to pursue this matter further. Before a final contract is negotiated it will also be necessary to receive formal approval of the University of Texas administration.

We are sending under separate cover some examples of recent research done in the Center for Energy Studies. I hope you will find this work outline attractive for the Ministry. We at the Center are looking forward to your response.

Sincerely,

Michael Kennedy

MK/jh

cc: Dean H. Eldon Sutton  
Dr. H. H. Woodson

7. Request to Establish Chair of Free Enterprise in the College of Engineering. --

SYSTEM ADMINISTRATION'S RECOMMENDATION:

System Administration concurs in the recommendation of President Rogers that a Chair of Free Enterprise be established in the College of Engineering, with the appointment to this Chair to be made in accordance with the Regents' Rules and Regulations.

The funds for this Chair have been raised through the efforts of the Engineering Foundation Advisory Council, with the cash receipts totaling \$546,868 as of March, 1976, and with firm commitments for an additional \$131,666.

RECOMMENDATION OF PRESIDENT ROGERS:



THE UNIVERSITY OF TEXAS AT AUSTIN  
OFFICE OF THE PRESIDENT  
AUSTIN, TEXAS 78712

President

April 16, 1976

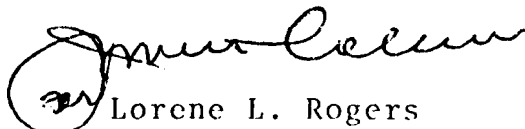
Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado

Dear Mr. Walker:

Dean Earnest F. Gloyna, College of Engineering, has informed me that through the efforts of the Engineering Foundation Advisory Council, the funds for the proposed Chair of Free Enterprise have been raised and has requested approval to establish the Chair of Free Enterprise.

I fully endorse this proposal and ask that the Regents formally approve the Chair of Free Enterprise at their May 14, 1976 meeting. If you concur with my recommendation, would you submit it to the Regents for their approval?

Sincerely yours,

  
Lorene L. Rogers  
President

DEPUTY CHANCELLOR'S OFFICE U. T. SYSTEM	
Acknowledged.....	File.....
APR 19 1976	
To.....	for info & return
To.....	Please advise me
To.....	Please handle

DR. GLOYNA'S PRESENTATION:



THE UNIVERSITY OF TEXAS AT AUSTIN  
COLLEGE OF ENGINEERING  
AUSTIN, TEXAS 78712

PRESIDENT'S OFFICE
U. T. AUSTIN
41,570
REC'D APR 06 1976
REFER TO <u>HES</u>
HANDLE _____
COMMENT & RETURN _____
FILE OR DISCARD _____

Office of the Dean

April 1, 1976

Vice President for Research  
The University of Texas at Austin  
Acknowledged \_\_\_\_\_ File \_\_\_\_\_

*2200  
Commitments  
LLR*

REC'D. APR 6 1976

Dr. Lorene L. Rogers, President  
The University of Texas at Austin  
MAI 400  
Campus Mail

Refer to \_\_\_\_\_  
Please Answer \_\_\_\_\_  
Comment and Return \_\_\_\_\_

Dear Dr. Rogers:

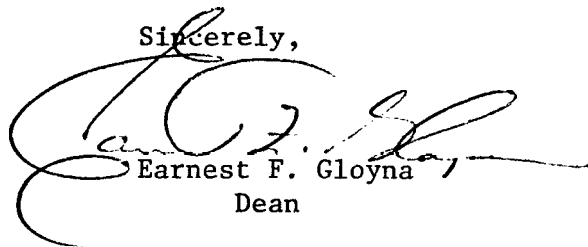
I am pleased to advise that the funding for the proposed Chair of Free Enterprise has been assured. Therefore, I request that this item be placed on the Regents' agenda for formal acceptance.

As of March 1976, the cash receipts total \$546,868 and we have firm commitments for \$131,666. The cash has been deposited with The University of Texas Lands, Trusts and Investments. A listing of donors is attached.

Also, a statement of the objectives, scope and details of operation are further described in the proposed Modus Operandi for the Chair of Free Enterprise. The general concept has been established by the Engineering Foundation Advisory Council (EFAC).

Please give me a call if additional information is required.

Sincerely,

  
Ernest F. Gloyna  
Dean

EFG:ph  
Attachments

## PROPOSED MODUS OPERANDI:

### CHAIR OF FREE ENTERPRISE

(OBJECTIVES)  
&  
(MODUS OPERANDI)

This Chair of Free Enterprise shall be established to add to the teaching stature of The University of Texas at Austin. The teaching and research activities of this Chair shall include an examination of the relationships between business management, governmental affairs, social sciences, engineering, secondary education and the free enterprise system. Further, this Chair shall enhance the development of scholarly relationships between the academic program of The University of Texas at Austin, and government, industry and other educational units in the State of Texas.

The appointment of personnel to fulfill the objectives of this Chair, the teaching functions, the research endeavors, and all other administrative activities shall conform with the Regents' rules, The University of Texas, and the rules of governance for The University of Texas at Austin.

The income fund from this endowment shall be used to supplement the academic salary of a distinguished professor, and to cover office expenses, travel, and other activities of an academic nature relating to the objective of this Chair. The income fund and such other funds as may become available shall be used for seminars, conferences, etc., as authorized by the Executive Committee. The income funds shall not be used to underwrite the full salary of a professor. The earnings from this endowment shall only be used to supplement the salary of a professor having an established academic rate in a budgeted position of a department in the College of Engineering.

The distinguished professor holding this appointment shall have tenure in one department in the College of Engineering, but may hold dual appointments in other colleges. The distinguished professor occupying the Chair of Free Enterprise shall develop strong ties with the College of Engineering, the College of Education, the College of Business Administration, and the L.B.J. School of Public Affairs. This Chair shall be the vehicle for enhancing cooperative educational programs such as the proposed dual masters degree program between the College of Engineering and the L.B.J. School.

An Executive Committee consisting of the Dean of the College of Engineering (Chairman), the Dean of the College of Business Administration, the Dean of the College of Education, and the Dean of the L.B.J. School of Public Affairs shall establish the guidelines for the operation of this Chair, and make recommendations to the President of The University of Texas at Austin for nominees to fill this position. Also, the Executive Committee shall continue to exist after the initial appointment has been made. At the time of the appointment, the distinguished professor shall join the membership of the Executive Committee, and become an active member. The Executive Committee shall establish, in cooperation with the Colleges and Departments involved, a policy for developing courses, seminars, conferences, publications, fund-raising programs, publicity, and other necessary activities relating to the management of this Chair. Additional funding shall be coordinated with the Development Office.

C. U. T. Permian Basin

8. Proposed Designation of L. L. LaRue Agent for Tax-Free Alcohol. --

System Administration concurs in the request of President Cardozier that the Board of Regents approve the standard resolution which would authorize L. L. LaRue, Business Manager, to sign all appropriate documents required in connection with tax-free alcohol permits. This action will cancel all prior authorizations.

D. San Antonio Health Science Center

9. Proposed License Agreement Between The University of Texas Health Science Center at San Antonio and Bexar County Hospital District. --

The University of Texas Health Science Center at San Antonio proposes to enter into a license agreement with the Board of Managers of the Bexar County Hospital District, whereby the Hospital District will grant a license to The University of Texas Health Science Center at San Antonio to extend scaffolding and other working items across the property line during construction at the Medical School and to utilize the air space above the existing ramp connection between the two agencies for about two and one-half (2-1/2) feet across the property line.

System Administration concurs in the recommendation of President Harrison that the San Antonio Health Science Center be authorized to enter into such a license agreement and that the Chairman of the Board of Regents be authorized to execute any and all necessary agreements to accomplish such agreement after it has been approved as to content by the Deputy Chancellor and as to form by a University attorney.



Office of the Vice-President  
for Business Affairs

The University of Texas  
Health Science Center at San Antonio  
7703 Floyd Curl Drive  
San Antonio, Texas 78284

Mr. E. D. Walker  
Deputy Chancellor  
The University of Texas System  
601 Colorado Street  
Austin, Texas 78701

Re: Agenda Item for May 14, 1976  
Board of Regents' Meeting

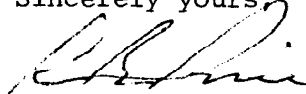
Dear Mr. Walker:

For some time we have been working on a license agreement for use of the air space above certain portions of the Bexar County Hospital District property to accommodate the physical expansion of the San Antonio Medical School. A copy of the agreement which has been worked out between our law office and the District Attorney's office at Bexar County is enclosed. Mr. Warren Harding informs me that the contract will be on the agenda for approval by the Board of Managers of the Bexar County Hospital District on April 27, 1976. He anticipates no difficulty in securing approval at that time.

It is important that this agreement be approved prior to receipt of bids and award of contract for the construction of our expansion program. We would like to request that this item be placed on the agenda for the May 14, 1976 Regents' Meeting for approval by the Board of Regents' subject to approval by the Bexar County Hospital District Board of Managers as outlined above. If for some reason there is a change in the document, or if the Board of Managers does not grant approval, we can request that the item be withdrawn at a later time.

Should you have any questions or need additional information in reviewing this item will you please let me know.

Sincerely yours,



R. B. Price  
Vice President for  
Business Affairs

RBP:ma

approved 4/13/76,  
Frankie Harrison



agents, or the actions of a third party over which the Licensee has no supervision, control or jurisdiction. Licensee shall build those certain improvements or construction entirely at Licensee's own risk, and shall maintain said improvements in such a way as to prevent any danger to persons or property or public rights or interests.

### III.

This license shall be for an initial term of Ninety Nine (99) years, and thereafter shall continue from year to year thereafter so long as said property shall be used for any lawful purpose of the Licensee. This license until its expiration or revocation, shall run with the title to the above described real property, and the terms and conditions hereof shall be binding upon any subsequent owners or parties in interest.

### IV.

This license shall take effect upon the acceptance of the terms hereof by the named Licensee, as indicated by Licensee's (or authorized agent's or official's) signature hereon, and the filing of this agreement in the Deed Records of Bexar County, Texas.

### V.

The license for air space above the existing ramp connection across the joint property line is revocable, in whole or in part, by Licensor giving sixty (60) days written notice to Licensee after the Licensor has awarded a contract for the erection of a new building or improvement which utilizes that part of the licensed air space.

### VI.

This license is revocable, in whole or in part, by the Board of Managers of the Bexar County Hospital District, upon its determination that the proposed improvements or any portion thereof constitute a danger to the public which is not remedial by maintenance or repair of the said improvements, or that any required maintenance necessary to alleviate the danger to the public has been made within a reasonable time after the dangerous condition arises. Such revocation shall be appealable by Licensee.

VII.

This license is further subject to the following provisions, to-wit:

1. To the extent that the structure proposed to be erected over the subject property interferes with any public utility facilities, including water, sewer, electricity, gas or telephone facilities, such facilities, shall be relocated at the cost of the Licensee.
2. Any structure erected over or upon the property herein described shall be constructed and maintained in compliance with all applicable city ordinances and state laws.
3. This license is granted and is accepted upon the express condition that such license shall never be construed as granting any right to obstruct or interfere with the usefulness of the property for passage, light, air or viewing as to the public generally.

TERMS AND CONDITIONS ACCEPTED by the execution hereof in three

originals this \_\_\_\_\_ day of \_\_\_\_\_, 1976.

ATTEST:

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Chairman

WITNESS THE HAND OF THE BOARD OF MANAGERS OF THE BEXAR COUNTY

HOSPITAL DISTRICT this 27<sup>th</sup> day of April, 1976.

ATTEST:

BOARD OF MANAGERS OF THE  
BEXAR COUNTY HOSPITAL DISTRICT

M. L. Precher, M.D.  
Secretary

By Harvey Komet, M.D.  
Chairman, Board of Managers

Approved as to Form:

Approved as to Content:

University General Counsel

Deputy Chancellor

Norris W. Yates, Jr.  
Assistant Criminal District Attorney

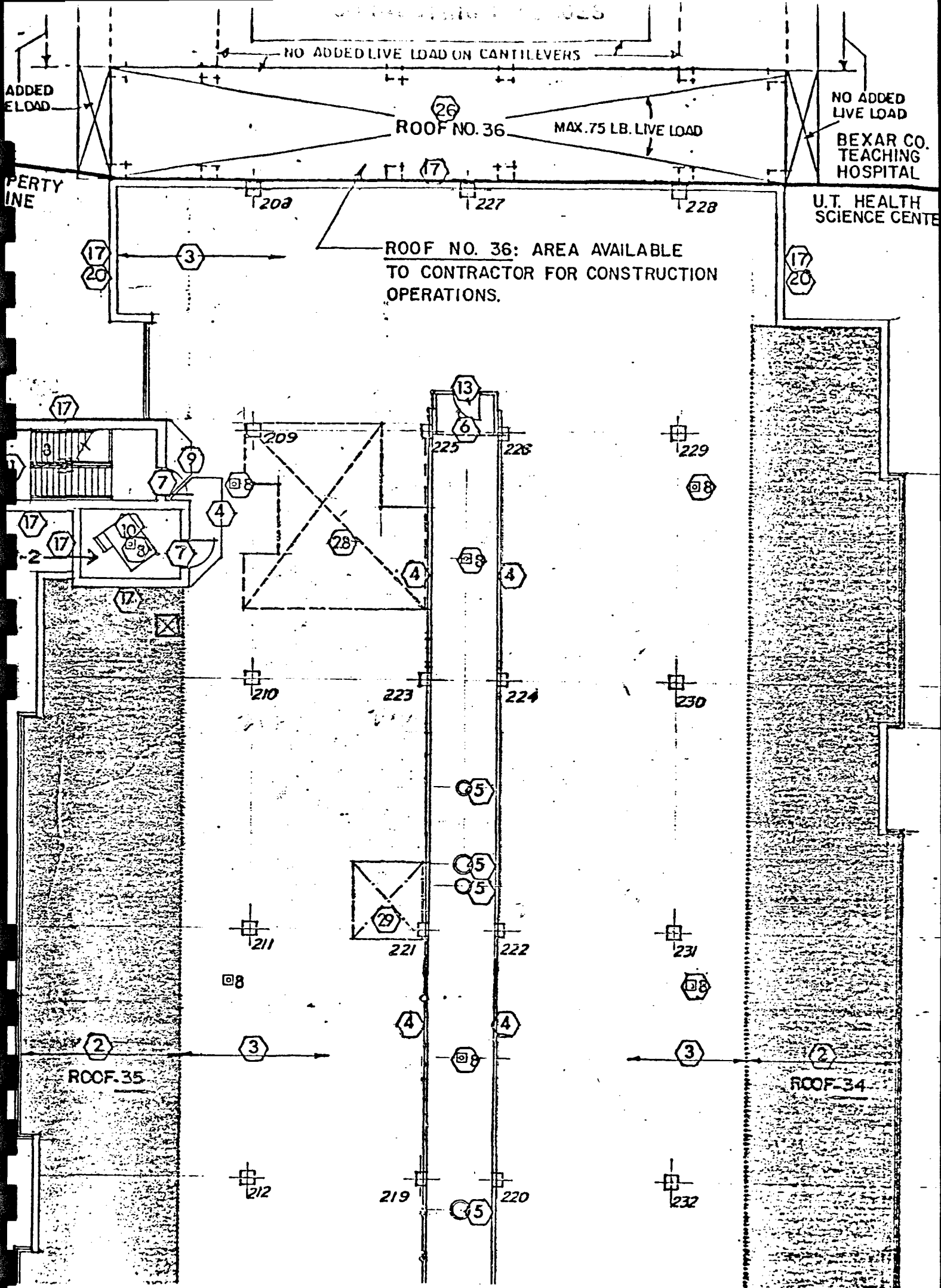


EXHIBIT "A"

SHEET 1 OF 2

LICENSE FOR SCAFFOLDING AND  
OTHER WORKING ITEMS DURING  
CONSTRUCTION.

UNIVERSITY OF TEXAS  
HEALTH SCIENCE CENTER EXPANSION  
SAN ANTONIO, TEXAS

# BEXAR COUNTY TEACHING HOSPITAL

# UNIT 2 WEST

PROPERTY LINE

NEW FACE BRICK

BUILT-UP ROOF ON 1 1/2" RIGID INSULATION OVER 1" TO 3" L.W. CONC. ON NEW ROOF SLAB

4" CANT & FLASHING

PENTHOUSE FIN. FL. ELEV. 1095'-9 5/8"

ROOF LEVEL H.P. ELEV. 1096'-0 5/8"

NEW CONC. W/STUCCO DASH COAT

3" SOUND ATTENUATION BLANKET

2'x4' SUSP. ACQUS. CLG.

OFFICE

2-7-104

HALL

2-7-105

OFFICE

2-7-102

CORRIDOR

2-7-139

NEW NEOPRENE COATING

7TH LEVEL FIN. FL. ELEV. 1080'-8 1/4"

SUSP. 2'x4' ACQUS. CLG.

OFFICE

2-6-103

SEC/RECEPT

2-6-101

CORRIDOR

2-6-079

NEW CONC. W/STUCCO DASH COAT

NEW NEOPRENE COATING

6TH LEVEL FIN. FL. ELEV. 1065'-6 7/8"

SUSP.

OFFICE

2-5-222

HALL

2-5-223

OFFICE

2-5-227

ELEVATOR LOBBY

2-5-201

273 M-3

EXIST. PASSAGE

5TH LEVEL FIN. FL. ELEV. - 1050'-5 1/2"

(EXIST. ROOF LEVEL)

EXHIBIT "A"

SHEET 2 OF 2

LICENSE FOR AIR SPACE ABOVE EXISTING RAMP CONNECTION.

UNIVERSITY OF TEXAS  
HEALTH SCIENCE CENTER EXPANSION  
SAN ANTONIO, TEXAS

## II. DEVELOPMENTAL MATTERS

### A. U. T. System

1. Proposed Nominees to Development Boards and Councils [U. T. Arlington: Development Board, Graduate School of Social Work and College of Business Administration Advisory Councils; U. T. Austin: Development Board, Architecture Foundation, Arts and Sciences Foundation (Humanities, Natural Sciences, Social and Behavioral Sciences, General and Comparative Studies), Business Administration Foundation, Communication Foundation, Education Foundation, Engineering Foundation, Fine Arts Foundation, Geology Foundation, Graduate School of Library Science Foundation, Pharmaceutical Foundation, Social Work Foundation and McDonald Observatory Advisory Councils; U. T. Dallas: Development Board, Management and Administration and Callier Center Advisory Councils; U. T. El Paso Development Board; U. T. San Antonio Development Board; Galveston Medical Branch: Development Board and National Advisory Committee to the Marine Biomedical Institute; and University Cancer Center Board of Visitors of University Cancer Foundation]. --Chancellor LeMaistre concurs with the recommendation of the appropriate component president that the Board of Regents approve the appointments to the several Development Boards and Advisory Councils set forth on the following pages, and that where indicated approval be given for an increase in the authorized membership. Terms on the development boards and advisory councils expire regularly on August 31 of each year.

When the appointments have been accepted, they will be reported for the record.

#### THE UNIVERSITY OF TEXAS AT ARLINGTON

#### DEVELOPMENT BOARD

Authorized Membership 25

Recommended Membership 25

#### Recommended Appointments to 3-Year Terms, Ending 1979

##### A. To be Reappointed

Mr. Lewis Bond, Fort Worth  
Mr. Ernest J. Wilemon, Arlington

##### B. New Appointments

Mr. James T. Brown, Grand Prairie, vacancy from unfilled term.  
Business: President, Royal Manufacturing, Inc., Central Industrial Supply, Inc., and Bromac Leasing, Inc.  
Mr. I. Jon Brumley, Fort Worth, vacancy from unfilled term.  
Business: President, Southland Royalty.  
Mr. Arthur W. Cruse, Arlington, vacancy from unfilled term.  
Business: President, Computed Time Corporation  
Mr. A. R. Hixson, Arlington, vacancy from unfilled term.  
Business: Power Constructors, Inc.  
Mr. Charles H. Pistor, Jr., Dallas, vacancy from unfilled term.  
Business: President, Republic National Bank of Dallas.

NOTE: There are seven vacancies due to unfilled terms for which no recommendations are being made. Term expiration dates on vacancies will be determined as vacancies are filled.

\* \* \* \* \*

THE UNIVERSITY OF TEXAS AT ARLINGTON  
GRADUATE SCHOOL OF SOCIAL WORK ADVISORY COUNCIL

Authorized Membership 26

Recommended Membership 26

Recommended Appointments to 3-Year Terms, Ending 1979

A. To Be Reappointed

R. G. Alexander, D.D.S., Arlington  
Doris Adams, M. D., Dallas  
Mr. Roy Dulak, Dallas  
Mrs. Tommy G. Mercer, Fort Worth  
Miss Bettye Perot, Dallas  
Rabbi Robert Schur, Fort Worth  
Mrs. Richard Snider, Arlington  
Mr. Phillip Waibel, Arlington  
Mrs. Jane Wetzels, Dallas  
Mr. Glenn Wilkins, Fort Worth

B. New Appointments

There are four vacancies due to unfilled terms for which no recommendations are made.

Recommended Appointments to 1-Year Terms, Ending 1977

There is one vacancy due to an unfilled term for which no recommendation is made. This unfilled term is due to the resignation of Mr. Sam Washington.

\* \* \* \* \*



THE UNIVERSITY OF TEXAS AT ARLINGTON  
COLLEGE OF BUSINESS ADMINISTRATION ADVISORY COUNCIL

Authorized Membership 30

Recommended Membership 30

Recommended Appointments to 3-Year Terms, Ending 1979

A. To be Reappointed

Mr. Merle Volding, Dallas

B. New Appointments

- Mr. Burvin Hines, Arlington, to replace Mr. Robert Bloom.  
Business: Senior Vice-President, First National Bank
- Mr. Bill Nugent, Fort Worth, to replace Mr. W. N. McKinney.  
Business: Vice-President, Radio Shack
- Mr. Stephen F. Smith, Dallas, to replace Mr. Charles W. Tindall.  
Business: Partner, Arthur Andersen & Co.
- Mr. Tom L. Walker, Dallas, to replace Mr. J. Don Williamson.  
Business: President, Banking Systems, Inc.

Recommended Appointments to 2-Year Terms, Ending 1978

- Mr. Harold Patterson, Arlington, vacancy from unfilled term.  
Business: President, Central National Bank
- Mr. George B. Phillips, Euless, to replace Mrs. Lucille B. Smith.  
Business: Vice President of Management Development, Menasco Manufacturing Company
- Mr. Richard Poynter, Arlington, vacancy from unfilled term.  
Business: President, Arlington Bank of Commerce

NOTE: There is one vacancy due to an unfilled term for which no recommendation is made.

Recommended Appointments to 1-Year Terms, Ending 1977

Note: There is one vacancy due to an unfilled term for which no recommendation is made. This unfilled term is due to the resignation of Mr. Preston Ammon.

\* \* \* \* \*

THE UNIVERSITY OF TEXAS AT AUSTIN

DEVELOPMENT BOARD

Authorized Membership 26

Recommended Membership 26

Recommended Appointments to 3-Year Terms, Ending 1979

A. To be Reappointed

Mr. Marvin K. Collie, Houston  
Mr. Franklin W. Denius, Austin  
Mr. Bob R. Dorsey, Pittsburgh, Pennsylvania  
Mr. Elton M. Hyder, Jr., Fort Worth  
Mr. Dan M. Krausse, Dallas  
Mr. Ben F. Love, Houston  
Mr. Preston Shirley, Galveston  
Mr. Ralph Spence, Tyler  
Mr. Jack G. Taylor, Austin  
Mr. J. D. Wrather, Jr., Beverly Hills, California

B. New Appointments

Mrs. Perry R. Bass, Fort Worth, to replace Mr. Richard G. Miller  
Business: Housewife and Civic Leader

\* \* \* \* \*

THE UNIVERSITY OF TEXAS AT AUSTIN

SCHOOL OF ARCHITECTURE FOUNDATION ADVISORY COUNCIL

Authorized Membership 25

Recommended Membership 25

Recommended Appointments to 3-Year Terms, Ending 1979

A. To be Reappointed:

Mr. Bill C. Booziotis, Dallas  
Mr. J. Herschel Fisher, Dallas  
Mrs. William P. Hobby, Austin  
Mr. George P. Mitchell, Houston  
Mrs. Catherine H. Powell, San Antonio

B. New Appointments:

Mr. David R. Braden, FAIA, Dallas, to replace Mr. Wolf E. Jessen. Business: President, Dahl, Braden, Jones & Chapman/Architects  
Mr. Theodore H. Maffitt, Jr., Palestine, to replace Mr. John Chase. Business: Architect Practitioner, but also currently President of the Texas Society of Architects  
Mr. Charles Terry, Dallas, to replace Mr. William Sheveland  
Business: President Charles Terry, Inc., Consulting Structural Engineer

\* \* \* \* \*

THE UNIVERSITY OF TEXAS AT AUSTIN

ARTS AND SCIENCES FOUNDATION ADVISORY COUNCILS

Authorized Membership 36

Recommended Membership 36

COLLEGE OF HUMANITIES ADVISORY COUNCIL

Recommended Appointments to 3-Year Terms, Ending 1979

A. To be Reappointed

Mr. Lenoir Moody Josey II, Houston

B. New Appointments

NONE

Recommended Appointments to 2-Year Terms, Ending 1978

NONE

Recommended Appointments to 1-Year Terms, Ending 1977

Dr. Clarence Cline, Austin, vacancy from unfilled term.  
Business: Retired Professor

\* \* \* \* \*

COLLEGE OF NATURAL SCIENCES ADVISORY COUNCIL

Recommended Appointments to 3-Year Terms, Ending 1979

A. To be Reappointed

Mr. Dixon Cain, Houston

B. New Appointments

Mr. Richard Lucas, Berclair, to replace Dr. L. L. Lankford  
Business: Rancher  
Mrs. Horace Nash, Dallas, vacancy from unfilled term.  
Business: Housewife and Civic Leader

Recommended Appointment to 2-Year Terms, Ending 1978

NONE

Recommended Appointment to 1-Year Terms, Ending 1977

NONE

\* \* \* \* \*

COLLEGE OF SOCIAL AND BEHAVIORAL SCIENCES  
ADVISORY COUNCIL

Recommended Appointments to 3-Year Terms, Ending 1979

A. To be Reappointed

NONE

B. New Appointments

Mrs. Pauline Gill Clements, Dallas, to replace Mrs. Dolph Briscoe  
Business: Civic Leader

Recommended Appointments to 2-Year Terms, Ending 1978

NONE

Recommended Appointments to 1-Year Terms, Ending 1977

Mr. Leo Fields, Dallas, vacancy from unfilled term.  
Business: Zale's Jewelry Company

\* \* \* \* \*

DIVISION OF GENERAL AND COMPARATIVE STUDIES  
ADVISORY COUNCIL

Recommended Appointments to 3-Year Terms, Ending 1979

A. To be reappointed

Mrs. Clyde Parker, Kerrville  
Mrs. William H. Snyder III, Dallas  
Mr. Marshall T. Steves, San Antonio

B. New Appointments

Mr. Lowell Lebermann, Austin, to replace Mrs. Nellie Connally  
Business: City Councilman and Automobile Dealer

Recommended Appointments to 2-Year Terms, Ending 1978

NONE

Recommended Appointments to 1-Year Terms, Ending 1977

Mrs. Jack S. Blanton, Houston, reappointed to a 1-Year term.

\* \* \* \* \*

THE UNIVERSITY OF TEXAS AT AUSTIN  
COLLEGE OF BUSINESS ADMINISTRATION FOUNDATION  
ADVISORY COUNCIL

Authorized Membership 35

Recommended Membership 35

Recommended Appointments to 3-Year Terms, Ending 1979

A. To Be Reappointed

Mr. Karl Butz, Fort Worth  
Mr. William J. Kaplan, Houston  
Mr. Fred H. Moore, Austin  
Mr. Sam Susser, Jr., Corpus Christi

B. New Appointments

Mr. A. C. (Ace) Black, Dallas, to replace Mr. Don Furr  
Business: Independent Oil Operator  
Mr. James Farah, El Paso, to replace Mr. Javier Garza  
Business: Vice President, Farah Manufacturing Co.  
Mr. Jack Blanton, Houston, to replace Mr. Robert Hibbetts  
Business: President, Scurlock Oil Co.  
Mr. James Whitcomb, Houston, to replace Mrs. Margaret Scarbrough  
Wilson  
Business: Management Consultant

Recommended Appointments to 1-Year Term, Ending 1977

Mr. C. C. "Pete" Sublett, Houston, to replace Mrs. Tobin  
Armstrong  
Business: Chairman of the Board and Chief Executive  
Officer of C. C. Sublett & Co.

\* \* \* \* \*

THE UNIVERSITY OF TEXAS AT AUSTIN  
SCHOOL OF COMMUNICATION FOUNDATION  
ADVISORY COUNCIL

Authorized Membership 23

Recommended Membership 23

Recommended Appointments to 3-Year Terms, Ending 1979

A. To Be Reappointed

Mr. Jean William Brown, Houston  
Mr. Norman Campbell, Dallas  
Mr. Richard J. V. Johnson, Houston

B. New Appointments

Mr. Mike Shapiro, Dallas, to replace Mr. Jack W. Harris  
Business: Vice-President and General Manager of  
WFAA-AM-FM-TV  
Mr. Wendell Mayes, Jr., Austin, to replace Mr. Richard Brown.  
Business: President of KNOW Radio  
Mr. Lee Dubow, Houston, to replace Mr. John T. Jones, Jr.  
Business: Vice-President for Sales Promotion for Foley's  
Mr. Jackson Douglas, Fort Worth, to replace Mr. Jack Krueger.  
Business: Managing Editor of Fort Worth Star Telegram

Recommended Appointments to 2-Year Terms, Ending 1978

Mr. Jim Fain, Austin, vacancy from unfilled term  
Business: Editor of Austin American-Statesman  
\* \* \* \* \*

THE UNIVERSITY OF TEXAS AT AUSTIN

COLLEGE OF EDUCATION FOUNDATION ADVISORY COUNCIL

Authorized Membership 12

Recommended Membership 12

Recommended Appointments to 3-Year Terms, Ending 1979

A. To be Reappointed

NONE

B. New Appointments

NONE

Recommended Appointments to 2-Year Terms, Ending 1978

Mr. Roy Butler, Austin, vacancy from unfilled term.  
Business: Owner, Coors Agency  
Mr. M. K. Hage, Jr., Austin, vacancy from unfilled term.  
Business: Investments  
Mrs. Mary Bell Granger James, Austin, vacancy from unfilled  
term. Business: Retired Professor  
Mrs. Sybil Seidel, Dallas, vacancy from unfilled term.  
Business: Housewife

\* \* \* \* \*

THE UNIVERSITY OF TEXAS AT AUSTIN

COLLEGE OF ENGINEERING FOUNDATION ADVISORY COUNCIL

Authorized Membership 32

Recommended Membership 34

Recommended Appointments to 3-Year Terms, Ending 1979

A. To be Reappointed

Mr. Z. D. Bonner, Houston  
Mr. Ernest H. Cockrell, Houston  
Mr. James P. Malott, Houston  
Dr. Judson S. Swearingen, Los Angeles, California  
Mr. T. Wayne Warren, Houston

B. New Appointments

Mr. Perry G. Brittain, Dallas, to fill vacancy from unfilled term  
Business: Executive Vice President, Texas Utilities Company  
Mr. John V. James, Dallas, to fill vacancy from unfilled term  
Business: President and Chief Executive Officer, Dresser  
Industries, Inc.  
Mr. Paul D. Meek, Dallas, vacancy from increased membership  
Business: President, American Petrofina, Inc.  
Mr. J. C. Vander Woude, Longview, vacancy from increased membership  
Business: President, Texas Eastman Company

\* \* \* \* \*

THE UNIVERSITY OF TEXAS AT AUSTIN

COLLEGE OF FINE ARTS FOUNDATION ADVISORY COUNCIL

Authorized Membership 27

Recommended Membership 27

Recommended Appointments to 3-Year Terms, Ending 1979

A. To be Reappointed

Mrs. Thomas D. Anderson, Houston  
Mrs. Phil Bolin, Wichita Falls  
Mrs. Janet Jessen, Austin  
Mrs. D. J. Sibley, Jr., Austin  
Mr. Robert D. Straus, Houston  
Mr. Marshall F. Wells, Houston

B. New Appointments

Mr. Edward R. Hudson, Jr., Ft. Worth, vacancy from unfilled  
term. Business: Lawyer.  
Mr. Robert L. Tobin, San Antonio, vacancy from unfilled term.  
Business: Director, Tobin Aerial Survey.

Recommended Appointments to 2-Year Terms, Ending 1978

NOTE: There are two vacancies due to unfilled terms for which  
no recommendations are made.

\* \* \* \* \*

THE UNIVERSITY OF TEXAS AT AUSTIN  
GEOLOGY FOUNDATION ADVISORY COUNCIL

Authorized Membership 30

Recommended Membership 30

Recommended Appointments to 3-Year Terms, Ending 1979

A. To be Reappointed

Mr. J. W. Barbisch, Houston  
Mr. Ray A. Burke, Los Angeles, California  
Mr. W. Kenley Clark, Houston  
Mr. Rodger E. Denison, Dallas  
Mr. Robert W. Eaton, Tyler  
Mr. R. W. Heggland, Houston  
Mr. John L. Loftis, Jr., Houston  
Mr. M. Allen Reagan, Jr., Houston

B. New Appointments

Mr. Charles W. Alcorn, Jr., Victoria, to replace Mr. Leslie Bowling.  
Business: President, Spears-Alcorn Well Service, Incorporated  
Mr. Don R. Boyd, Corpus Christi, to replace Mr. John F. Bricker.  
Business: Independent Geologist  
Mr. W. Henry Cardwell, Houston, to replace Mr. Clem George.  
Business: Independent Geologist  
Mr. George A. Donnelly, Jr., Midland, to replace Mr. Jack C. Kern.  
Business: Vice President, The Eastland Oil Company  
Mr. W. F. Reynolds, Wichita Falls, to replace Mr. Roger S. Plummer, Jr.  
Business: Geologist, J. C. and W. F. Reynolds Oil Producers  
Mr. Booth B. Strange, Houston, vacancy from unfilled term.  
Business: President, Western Geophysical Company

Recommended Appointments to 1-Year Term, Ending 1977

Mr. John F. Bricker, New Orleans, Louisiana, reappointed to fill  
vacancy from unfilled term.

\* \* \* \* \*

THE UNIVERSITY OF TEXAS AT AUSTIN

GRADUATE SCHOOL OF LIBRARY SCIENCE FOUNDATION ADVISORY COUNCIL

Authorized Membership 9

Recommended Membership 9

Recommended Appointments to 3-Year Terms, Ending 1979

A. To be Reappointed

Mr. Ray Janeway, Lubbock  
Mr. Harry J. Middleton, Austin  
Mr. Dechard Turner, Dallas

B. New Appointments

None

\* \* \* \* \*



THE UNIVERSITY OF TEXAS AT AUSTIN  
Pharmaceutical Foundation Advisory Council

Authorized Membership 23

Recommended Membership 24

Recommended Appointments to 3-Year Terms, Ending 1979

A. Reappointments

Mr. W. C. Conner, Fort Worth  
Mr. Glenn Smith, Waco  
Mr. J. Adan Trevino, Houston  
Mr. Tim L. Vordenbaumen, Sr., San Antonio  
Mr. Eugene L. Vykukal, Dallas  
Mr. Neill B. Walsdorf, San Antonio

B. New Appointments

Mr. Ron Gieser, Burleson, to replace Mr. Henry Ashworth.  
Business: Community pharmacist  
Mr. John L. Davidson, Jr., Dallas, to replace Mr. Robert J.  
Epperson. Business: Executive Vice President, Skillerns  
Drug Stores  
Mr. Joe R. De Leon, Jr., Corpus Christi, to replace Mr. Gus  
Steenken. Business: Community pharmacist and partner  
in several South Texas pharmacies  
Mr. Tom Gunning, El Paso, to fill vacancy from increased  
membership. Business: President, Gunning-Casteel, Inc.  
Mr. Al Guerra, San Antonio  
Business: Executive Officer of Cummins Pharmaceutical  
Company

Recommended Appointment for Term Ending 1977

Mr. Lonnie J. Yarbrough, Denton, to replace Mr. Benjamin Wells,  
resigned

THE UNIVERSITY OF TEXAS AT AUSTIN

Graduate School of Social Work Foundation Advisory Council

Authorized Membership 20

Recommended Membership 20

Recommended Appointments to 3-Year Terms, Ending 1979

A. To be Reappointed

Mrs. William P. Hobby, Houston  
Mr. A. Fred Swearingen, Corpus Christi

B. New Appointments

Mrs. Margaret Magness, Austin, to replace Miss Lasca Fortassain. Business: Director, Teenage Service Council.  
Mr. James J. Miller, Austin, to replace Mrs. Marjie C. Barrett. Business: Assistant City Manager, City of Austin.  
Mrs. Jim Fain, Austin, to replace Mrs. Roy A. Butler. Business: Housewife and Civic Leader  
Mr. Henry X. Salzberger, Dallas, to replace Dr. Robert L. Sutherland. Business: Board Chairman (retired), Sanger Harris Department Stores  
Mr. John L. Cardenas, San Antonio, to replace Mr. Cecil E. Burney. Business: Chairman, Plaza National Bank and Secretary-Treasurer and Partner, Louie Specialty Works

Recommended Appointments to 2-Year Terms, Ending 1978

Mrs. Eugenie Kamrath, Houston, vacancy from unfilled term. Business: Housewife and Civic Leader  
Mrs. Jack Rice Turner, Corpus Christi, vacancy from unfilled term. Business: Housewife and Civic Leader

Recommended Appointments to 1-Year Terms, Ending 1977

Mr. Tom Backus, Austin, vacancy from unfilled term. Business: General Manager, International Business Machines Corporation

\*\*\*\*\*

THE UNIVERSITY OF TEXAS AT AUSTIN  
McDONALD OBSERVATORY ADVISORY COUNCIL

Authorized Membership 25

Recommended Membership 25

Recommended Appointments to 3-Year Terms, Ending 1979

A. To be Reappointed

Mr. James Kaster, El Paso  
Mr. Curtis T. Vaughan, San Antonio

B. New Appointments

Mr. Rex G. Baker, Jr., Houston, to replace Mr. C. C. Cowell, Jr.  
Mr. C. C. Cowell, Jr., is being reappointed to fill vacancy  
from unfilled term.

Business: President, Southwestern Group Investors, Inc.

Mr. Jack Josey, Houston, to replace Mr. Thomas E. Rodman.  
Mr. Thomas E. Rodman is being reappointed to fill vacancy  
from unfilled term.

Business: President, Josey Oil Company

Mr. Louis T. Getterman, Jr., Waco, to fill vacancy from unfilled  
term. Business: President, 7-Up Bottling Company (also  
Mayor of Waco, Texas)

Recommended Appointments to 2-Year Terms, Ending 1978

Mr. C. C. Cowell, Jr., Kingsville, reappointed to fill vacancy  
from unfilled term.

Mr. Thomas E. Rodman, Odessa, reappointed to fill vacancy from  
unfilled term.

\* \* \* \* \*

THE UNIVERSITY OF TEXAS AT DALLAS

Development Board

Authorized Membership: 25

Recommended Membership: 25

Recommended Appointments to 3-Year Terms, Ending 1979

A. To be Reappointed

Mr. Clifton W. Cassidy, Jr., Richardson  
Mr. Robert W. Dechard, Dallas  
Mr. Sol Goodell, Dallas  
Mr. Robert E. Hollingsworth, Dallas  
Mr. Gifford K. Johnson, Dallas  
Mr. Richard K. Marks, Dallas  
Mr. Avery Mays, Dallas  
Mr. C. J. Thomsen, Dallas

B. New Appointments

None

\* \* \* \* \*

THE UNIVERSITY OF TEXAS AT DALLAS

Advisory Council for the School of  
Management and Administration

Authorized Membership 16

Recommended Membership 16

Recommended Appointments to 3-Year Terms, Ending 1979

A. To be Reappointed

Mr. Norman E. Brinker, Dallas  
Mr. E. H. Denton, Dallas  
Mr. Jack O'Callaghan, Dallas

B. New Appointments

None

NOTE: There are two vacancies due to unfilled terms for which no recommendations are made.

Recommended Appointments to 2-Year Terms, Ending 1978

NOTE: There are two vacancies due to unfilled terms for which no recommendations are made.

Recommended Appointments to 1-Year Terms, Ending 1977

NOTE: There is one vacancy due to an unfilled term for which no recommendation is made.

\* \* \* \* \*

THE UNIVERSITY OF TEXAS AT DALLAS

Advisory Council For The UT-Dallas  
Callier Center for Communication Disorders

Authorized Membership: 26

Recommended Membership: 26

Recommended Appointments to 3-Year Terms, Ending 1979

A. To be Reappointed

None

B. New Appointments

None

\* \* \* \* \*

THE UNIVERSITY OF TEXAS AT EL PASO

DEVELOPMENT BOARD

Authorized Membership: 25

Recommended Membership: 25

Recommend Appointments to 3 Year Terms, Ending 1979

A. To be Reappointed

Mr. Richard N. Azar, El Paso  
Mr. Marion S. Bell, El Paso  
Gordon L. Black, M.D., El Paso  
Mr. Jack V. Curlin, El Paso  
Mr. William H. Gardner, El Paso  
Mr. Robert E. Goodman, El Paso  
Mr. Robert C. Heasley, El Paso  
Mr. Fred Hervey, El Paso  
Mr. Louis B. McKee, El Paso  
Mr. L. A. Miller, El Paso  
Mr. Tad R. Smith, El Paso

\* \* \* \* \*

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

DEVELOPMENT BOARD

Authorized Membership 25

Recommended Membership 25

Recommended Appointments to 3-Year Terms, Ending 1979

A. To be Reappointed

Mr. Glenn Biggs, San Antonio  
Dr. Roland K. Blumberg (Ph.D.), Seguin  
Mr. Richard W. Calvert, San Antonio  
Mr. Gordon N. George, San Antonio  
Mr. Charles A. Kuper, Sr., San Antonio  
Mr. Quincy Lee, San Antonio  
Mr. Lewis J. Moorman, Jr., San Antonio  
Mr. Scott Petty, Jr., San Antonio

\* \* \* \* \*

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON  
DEVELOPMENT BOARD

Authorized Membership 28

Recommended Membership 28

Recommended Appointments to 3-Year Terms, Ending 1979

To be Reappointed

George Valter Brindley, Jr., M.D., Temple  
Jesse B. Heath, M.D., Madisonville  
T. C. Lewis, Jr., M.D., Sherman  
David McMahon, Jr., M.D., San Antonio  
Sam Nixon, Jr., M.D., Floresville  
C. M. Phillips, M.D., Levelland  
Mr. Preston Shirley, Galveston  
Courtney M. Townsend, M.D., Paris  
Mr. John M. Winterbotham, Houston

New Appointment

L. S. Thompson, Jr., M.D., Dallas, to replace Van D. Goodall, M.D.

Recommended Appointments to 2-Year Terms, Ending 1978

To be Reappointed

Mario E. Ramirez, M.D., Roma,  
Business: Physician

New Appointments

James T. Downs, III, M.D., Dallas, to replace Max Morales, Jr., M.D.  
Business: Physician

Miss Marie Hall, Big Spring, to replace Ed W. Schmidt, M.D.  
Business: Businesswoman

\* \* \* \* \*

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

National Advisory Committee to the Marine Biomedical Institute

Authorized Membership 20

Recommended Membership 20

Recommended Appointments (no fixed terms)

New Appointments

Dr. Albert R. Behnke (M.D.), San Francisco, California,  
vacancy from unfilled term.  
Business: Preventive Medicine (retired)  
Dr. Paul B. Beeson (M.D.C.M.), Seattle, Washington, vacancy  
from unfilled term. Business: Internist  
Dr. Thomas H. Bullock (Ph.D.), LaJolla, California, vacancy  
from unfilled term. Business: Zoologist

NOTE: There are three vacancies due to unfilled terms for  
which no recommendations are made.

\* \* \* \* \*

THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER

THE UNIVERSITY CANCER FOUNDATION BOARD OF VISITORS

Authorized Membership 25

Recommended Membership 25

Recommended Appointments to 3-Year Terms, Ending 1979

A. To be Re-appointed

Mr. Lester Clark, Breckenridge  
Mrs. Charles K. Devall, Kilgore  
Mr. Hub Hill, Dallas  
Mr. Ben F. Love, Houston  
Mr. Robert Mosbacher, Houston

B. New Appointments

Mr. Paul R. Haas, Corpus Christi, to replace Mr. Leroy Jeffers who will be appointed to a position on the Honorary Board  
Business: Oil and Gas Business

Mr. Belton K. Johnson, San Antonio, to replace Mr. V. F. "Doc" Neuhaus who will be appointed to a position on the Honorary Board  
Business: Self-employed with interest in ranching and diversified investments.

Recommended Appointments to 2-Year Terms, Ending 1978

Mr. Anthony J. A. Bryan, Houston, vacancy from unfilled term  
Business: President, Cameron Iron Works, Inc., Houston, Texas

\* \* \* \* \*

NOTE - Proposed nominees for all development boards and advisory councils are listed above except:

- \*U. T. Austin: Graduate School Foundation Advisory Council
- U. T. Dallas: Advisory Council for General Studies (Request to establish and proposed nominees submitted for Regents' approval. See Page 42 .)
- U. T. Permian Basin: Development Board (In process of organization.)
- Dallas Health Science Center: Southwestern Medical Foundation serves as development board.
- \*Houston Health Science Center: Development Board
  - Houston Medical School Advisory Council
  - Houston Dental Branch Advisory Council
  - Graduate School of Biomedical Sciences and Speech and Hearing Institute Advisory Council
  - School of Allied Health Sciences Advisory Council
  - Public Health School Advisory Council
- San Antonio Health Science Center: Development Board [Request to establish and proposed nominees submitted for Regents' approval. (See Page 44 .)]
- \*System Nursing School: Development Board

---

\*Nominees not included at this time.

B. U. T. Dallas

2. Request to Establish Advisory Council for General Studies and Proposed Appointments Thereto. --

SYSTEM ADMINISTRATION'S RECOMMENDATION:

System Administration concurs in the recommendation of President Jordan that the Board of Regents authorize the establishment of an Advisory Council for General Studies to support the interaction of that program area with the Dallas community.

It is recommended also that the membership be set at not more than 25 members and that those individuals listed below be approved as the initial nominees to this Advisory Council.

Following contact with these nominees, the full membership of the Council will be reported for the record.

PRESIDENT JORDAN'S RECOMMENDATION:

OFFICE OF THE PRESIDENT

April 5, 1976

Dr. Charles A. LeMaistre  
Chancellor  
The University of Texas System  
601 Colorado Street  
Austin, Texas 78701

Re: Advisory Council for General  
Studies

Dear Dr. LeMaistre:

It is felt to be desirable that The University of Texas at Dallas establish an Advisory Council for General Studies. The purpose of the Advisory Council would be to advise and assist the President, the Vice President for Academic Affairs, and the Dean of General Studies in the interaction of the program in General Studies with the needs of the Dallas community.

I propose that the membership of the Council be set at not more than twenty-five, and that the initial members of the Advisory Council be selected from among the names listed on the attached list.

I ask for your approval of this list and its submission to the Board of Regents for approval on May 14, 1976.

Sincerely,



Bryce Jordan  
President

BJ/jw

cc: UT System Development Office  
Warren Gould



NOMINATIONS TO THE UNIVERSITY OF TEXAS AT DALLAS  
ADVISORY COUNCIL FOR GENERAL STUDIES

Mr. Sam Bloom, Dallas  
Business: Chairman, Bloom Advertising

Mr. Carlyle H. Chapman, Jr., Dallas  
Business: Attorney, Partner of Senator Oscar Mauzy

Mr. Clyde Clark, Dallas  
Business: President, Black Chamber of Commerce

Mr. Roy E. Dulak, Dallas  
Business: Executive Director, Community Council  
of Greater Dallas

Mr. Leo Fields, Dallas  
Business: Group Vice President, Zale Corporation

Ronald F. Garvey, M.D., Dallas  
Business: President - Medical Staff, St. Paul Hospital

Mr. Walter J. Humann, Dallas  
Business: Executive Vice President, Hunt Investment  
Corporation

Miss Iola Johnson, Dallas  
Business: Newswoman, Station WFAA-TV

Mr. Kenneth P. Johnson, Dallas  
Business: Executive Editor, Dallas Times Herald

Mr. David Kaplan, Richardson  
Business: Owner, Sun Rexall Drugs

Reverend W.B.J. Martin, Dallas  
Business: Minister, First Christian Church

Mrs. Anita Martinez, Dallas  
Business: Former Councilwoman, City of Dallas

Mr. Dan Petty, Dallas  
Business: Assistant City Manager, City of Dallas

Mr. Edward J. Pfister, Dallas  
Business: President, Public Communication Foundation  
for North Texas

Mr. Ernest H. Randall, Jr., Dallas  
Business: Vice President, Vantage Companies

Mrs. Martha Ritter, Richardson  
Business: Councilwoman, City of Richardson

Mrs. Hortense Sanger, Dallas  
Business: Civic Leader

Reverend Louis Saunders, Dallas  
Business: Retired President, Greater Dallas Council  
of Churches

Mr. Al Stillman, Dallas  
Business: Executive Vice President, Dallas Chamber  
of Commerce

Mr. Charles P. Storey, Dallas  
Business: Attorney, Storey, Armstrong & Steger

Miss Rhobia Taylor, Dallas  
Business: Regional Director, Women's Bureau,  
U.S. Department of Labor

Mr. Steve Van, Dallas  
Business: Attorney

Mrs. Julius Wolfram, Dallas  
Business: Civic Leader

Mr. Hector Zamorano, Dallas  
Business: Counselor, El Centro Community College

C. San Antonio Health Science Center

3. Request to Establish Development Board and Proposed Appointments Thereeto. --

SYSTEM ADMINISTRATION'S RECOMMENDATION:

System Administration concurs in the recommendation of President Harrison that the initial Development Board for the San Antonio Health Science Center be authorized and that those individuals listed below be approved as the initial nominees for membership. While the Development Board is expected to contain 25 members, President Harrison requests the approval of 30 nominees in the expectation that some individuals will be unable to serve.

Following the customary procedure, the complete membership of this Development Board will be reported for the record when acceptances have been received. Members will draw for terms at their first meeting.

PRESIDENT HARRISON'S RECOMMENDATION:

Office of the President

March 31, 1976

Dr. Charles A. LeMaistre  
Chancellor  
The University of Texas System  
601 Colorado Street  
Austin, TX 78701

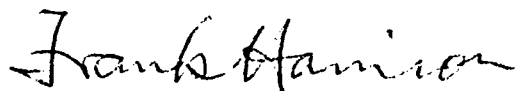
Dear Dr. LeMaistre:

Enclosed is a list of names for which I wish to obtain permission to approach as members of a Development Board for The University of Texas Health Science Center at San Antonio. We have not had a Development Board here and these will be initial appointments. Although the Regents' Rules call for 25 names, one of which must be nominated by the ex-students, the enclosed list numbers 30. We propose to approach only the number sufficient to obtain 25 acceptances. It is reasonable to expect that not all persons on the list will accept and it may be that we will not attain the 25 names permitted.

We do not now have an Ex-Students Association. There will be an organizational meeting for an alumni group on May 22. After their organization, they will be invited to submit a nomination for the next round of appointments.

Should you need any additional information on these nominations, please let me know.

Very sincerely yours,



Frank Harrison  
President

FH:rs  
Enclosure  
cc: Mr. E. D. Walker

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

DEVELOPMENT BOARD

Authorized Membership 25

Recommended Membership 25

Recommended Appointments

All appointments will be new appointments since there has been no Development Board at this institution prior to this time. Initial terms of one, two, and three years will be drawn by the members at the initial meeting of the Development Board, once the proposed appointments have been approved and acceptances have been received.

Mr. Glenn Biggs, San Antonio  
Business: President, First National Bank

Mrs. Roland K. (Jane) Blumberg, Seguin  
Business: Housewife and Civic Leader

Mr. Charles E. Cheever, Jr., San Antonio  
Business: President, Broadway National Bank

Mr. George W. Church, Jr., San Antonio  
Business: Chairman of the Board, Church's Fried Chicken

Mr. Gilbert M. Denman, Jr., San Antonio  
Business: Attorney

Mr. Tom Frost, Jr., San Antonio  
Business: Chairman of the Board, Frost National Bank

Mr. Jenkins Garrett, Fort Worth  
Business: Attorney

Mr. C. C. Gunn, Sr., San Antonio  
Business: President, Gunn Oldsmobile

Mr. G. (Jim) Hasslocher, San Antonio  
Business: President, Frontier Enterprises

John J. Hinchey, M.D., San Antonio  
Business: Orthopedic Surgeon

James P. Hollers, D.D.S., San Antonio  
Business: San Antonio Medical Foundation

Mrs. Reagan (Mary Jane) Houston, San Antonio  
Business: Housewife and Civic Leader

Mr. Jack Josey, Houston  
Business: President, Josey Oil Company

Mr. Louis J. Kocurek, San Antonio  
Business: Investor

Mrs. Helen Tribble Mays, San Antonio  
Business: Rancher and Investor

Asher R. McComb, M.D., San Antonio  
Business: Surgeon

Merton M. Minter, M.D., San Antonio  
Business: Internal Medicine

Mr. Joseph S. Morris, San Antonio  
Business: Oil Operator

Claude L. Nabers, D.D.S., San Antonio  
Business: Dentist

Mr. John E. Newman, San Antonio  
Business: Newman Brothers Drilling Company

Mr. Jesse H. Oppenheimer, San Antonio  
Business: Attorney

Mr. Charles G. Orsinger, San Antonio  
Business: President, Orsinger Buick Company

Mrs. John (Ruby) Peace, San Antonio  
Business: Investor

Mr. Edgar Von Scheele, San Antonio  
Business: President, Edgar Von Scheele and Company

Mr. Robert H. Seal, San Antonio  
Business: President, National Bank of Commerce

John M. Smith, Jr., M.D., San Antonio  
Business: Physician

Reeves L. Smith, D.D.S., San Antonio  
Business: Dentist

Mrs. John (Nell) Steen, San Antonio  
Business: Housewife and Civic Leader

Mr. Thomas E. Turner, San Antonio  
Business: President and Chairman of the Board, Sigmor Corporation

Mr. H. B. Zachry, San Antonio  
Business: Chairman of the Board, H.B. Zachry Company

III. SCHEDULED MEETINGS AND EVENTS. --Below is a list of meetings and events previously scheduled. Chairman Shivers requested at the last meeting that each Regent check his commitments and be prepared to set the meetings for the remainder of 1976:

Regents' Meetings

July 9, 1976, in Austin

1976

MAY							SEPTEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1			1	2	3	4		
2	3	4	5	6	7	8	5	6	7	8	9	10	11	
9	10	11	12	13	14	15	12	13	14	15	16	17	18	
16	17	18	19	20	21	22	19	20	21	22	23	24	25	
23	24	25	26	27	28	29	26	27	28	29	30			
30	31													
JUNE							OCTOBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
		1	2	3	4	5						1	2	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	
13	14	15	16	17	18	19	10	11	12	13	14	15	16	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	
27	28	29	30				24	25	26	27	28	29	30	
							31							
JULY							NOVEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3			1	2	3	4	5	6
4	5	6	7	8	9	10	7	8	9	10	11	12	13	
11	12	13	14	15	16	17	14	15	16	17	18	19	20	
18	19	20	21	22	23	24	21	22	23	24	25	26	27	
25	26	27	28	29	30	31	28	29	30					
AUGUST							DECEMBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7					1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11	
15	16	17	18	19	20	21	12	13	14	15	16	17	18	
22	23	24	25	26	27	28	19	20	21	22	23	24	25	
29	30	31					26	27	28	29	30	31		

Commencement Activities

1976

- May 14 San Antonio Nursing School
- May 15 U. T. Dallas
- U. T. El Paso
- U. T. Permian Basin
- El Paso Nursing School
- May 16 U. T. San Antonio
- Houston Nursing School
- May 21 U. T. Arlington
- Austin Nursing School
- May 22 U. T. Austin
- Fort Worth Nursing School
- May 23 Galveston Nursing School
- May 29 Dallas Southwestern Medical School and Dallas G. S. B. S.
- San Antonio Health Science Center
- May 30 Galveston Medical School and Galveston G. S. B. S.
- June 12 Houston Health Science Center
- August 20 Galveston Allied Health Sciences School
- August 22 Dallas Allied Health Sciences School

1977

JANUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Other Events

- June 10 Sale of Oil and Gas Leases on University Lands
- July 16 Coordinating Board Meeting
- October 2-3 Dedication Ceremony at University Cancer Center (Institutional Activity)
- October 15 Distinguished Alumni Banquet Ex-Students' Association
- October 15 Coordinating Board Meeting
- October 16 Life Member Brunch - Ex-Students' Association

1976 FOOTBALL SCHEDULE, U. T. AUSTIN

September 11	Boston College	at Boston
*September 18	North Texas State	at Austin
*October 2	Rice	at Houston
October 9	Oklahoma	at Dallas
*October 23	S. M. U.	at Austin
October 30	Texas Tech	at Lubbock
November 6	Houston	at Austin
November 13	T. C. U.	at Fort Worth
November 20	Baylor	at Waco
November 27 <i>night</i>	Texas A&M	at Austin
December 4 <i>night</i>	Arkansas	at Austin

\*Night Game

COMMITTEE OF THE WHOLE - OPEN SESSION  
EMERGENCY ITEMS  
May 14, 1976

Page  
C of W

III. SCHEDULED MEETINGS AND EVENTS

Below

---

III. SCHEDULED MEETINGS AND EVENTS. --Please note the following changes in football games:

Texas v. Texas A&M

Changed to November 25  
(Night Game)

Texas v. Arkansas

Changed to December 4  
(Night Game)

**Committee of the Whole**  
**Executive Session**

**COMMITTEE OF THE WHOLE - EXECUTIVE SESSION**  
**[Pursuant to Vernon's Texas Civil Statutes**  
**Article 6252-17, Sections 2(e) and (g)]**

**Date:** May 14, 1976

**Time:** Following the Meeting of the Committee of the Whole -  
Open Session

**Place:** Main Building, Room 209  
U. T. Austin  
Austin, Texas

- 1. Contemplated and/or Pending Litigation**
- 2. Personnel Matters**

2. Personnel Matters. --

In order to most effectively fulfill the responsibilities assigned to his office in the administrative reorganization of July, 1975, Chancellor LeMaistre recommends the approval of a new staff position, Assistant to the Chancellor, which will have the following duties and responsibilities:

1. To identify each constituency of importance to The University of Texas System and to develop and implement short and long-range programs to insure that each maintains an understanding and appreciation for the plans, progress, and objectives of The University of Texas System and the Board of Regents. *Support*
2. To develop and utilize effective methods for presentation of information which accurately portrays and interprets the educational, research, and public service roles of The University of Texas System to diverse audiences.
3. To provide advice and counsel to the Board of Regents and the Chancellor on specific matters of potential public interest, concern or conflict to insure effective understanding and support.
4. To develop and provide to appropriate groups and organizations program information, technical assistance, and resource materials of value to the private fund development programs of The University of Texas System.
5. To assume such other duties and responsibilities as the Chancellor may direct.

It is further recommended that the annual compensation for this position be not to exceed \$42,500 from general budget funds, and that an effective date of May 16, 1976 be established.



# **Meeting of the Board**

(Continued)

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

Date: May 14, 1976

Time: Following the Executive Session of the  
Committee of the Whole

Place: Main Building, Suite 212  
U. T. Austin  
Austin, Texas

A. ...

B. ...

C. ...

D. ...

E. RECONVENE

F. REPORTS OF COMMITTEES

1. System Administration Committee by Committee  
Chairman Williams
2. Academic and Developmental Affairs Committee  
by Committee Chairman (Mrs.) Johnson
3. Buildings and Grounds Committee by Committee  
Chairman Bauerle
4. Medical Affairs Committee by Committee Chairman  
Nelson
5. Land and Investment Committee by Committee  
Chairman Clark

G. REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS

July 9 in Austin  
Oct. 1 in Austin  
Dec. 10 in Austin

## H. REPORTS OF SPECIAL COMMITTEES

### Report of Special Committee on Matters Relating to Brackenridge Tract: Ratification of Lease to Safeway Stores, Incorporated (SE Corner of Exposition Boulevard and Lake Austin Boulevard, Austin, Texas. --

The following report of the Special Committee on Matters Relating to the Brackenridge Tract is submitted for approval and ratification:

"The Board of Regents at its meeting held on July 25, 1975, approved that certain ground lease to Safeway Stores, Incorporated, covering 2.697 acres out of the Brackenridge Tract bounded by Lake Austin Boulevard, Exposition Boulevard, West 8th Street and Newman Drive, subject to the University obtaining proper zoning of said tract to permit the operation of a supermarket. The City Council of Austin by ordinance duly approved the change of the zoning of the subject tract from "A" Residential to "O" Office together with a variance which permits the operation of a supermarket. This ordinance became final on April 29, 1976.

"The lease has been signed by both parties. The execution of this lease by Chairman Shivers is hereby approved and all things confirmed.

"In accordance with the terms of said lease, the primary term of twenty years commences on the first day of May, 1976, and ends on the last day of April, 1996, together with the option to renew and extend said lease for two additional ten-year option periods, the last of which shall terminate on the last day of April, 2016. The lessee has six months from May 1, 1976, within which to commence construction of the required improvements on the leased premises. Rental as provided in said lease commences on May 1, 1976."

## I. REPORT OF COMMITTEE OF THE WHOLE - OPEN SESSION

J. CONSIDERATION OF ITEMS REFERRED TO EXECUTIVE SESSION OF THE COMMITTEE OF THE WHOLE. --The Board of Regents discussed in Executive Session of the Committee of the Whole pursuant to V. T. C. S. , Article 6252-17, Sections 2(e) and (g), the following:

1. Contemplated and/or Pending Litigation
2. Personnel Matters

## K. ADJOURNMENT