

# OMISSION

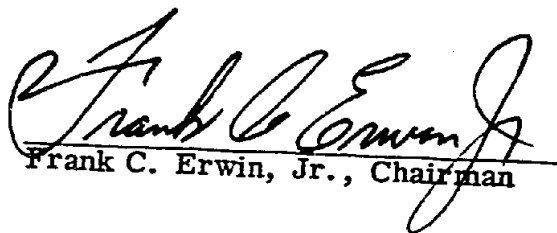
Page 263-434, 543-847

*A. Ruth Baker*

SIGNATURE OF OPERATOR

We, the undersigned members of the Board of Regents of The University of Texas System, hereby ratify and approve all actions taken at this meeting to be reflected in the Minutes.

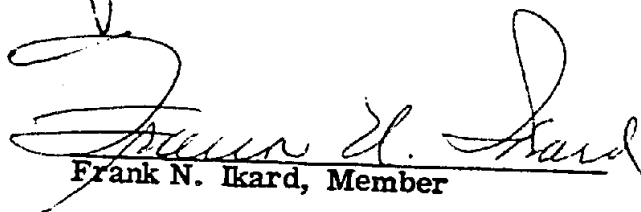
Signed this the 12th day of September , 1969 , A. D.

  
Frank C. Erwin, Jr., Chairman

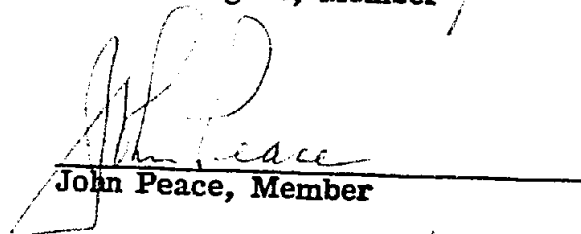
  
Jack S. Josey, Vice-Chairman

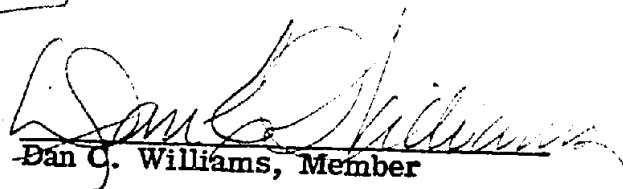
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W. H. Bauer, Member

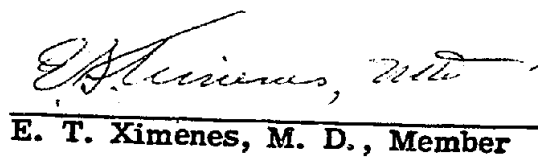
  
Jenkins Garrett, Member

  
Frank N. Ikard, Member

  
Joe M. Kilgore, Member

  
John Peace, Member

  
Dan C. Williams, Member

  
E. T. Ximenes, M. D., Member

Meeting No. 672

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

VOLUME 1  
Pages 1 - 262

September 12, 1969

Dallas, Texas

Meeting No. 672

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

Attachments Nos. 1 and 2  
(Docket and Report of Securities Transactions)

September 12, 1969

Dallas, Texas

MEETING NO. 672

FRIDAY, SEPTEMBER 12, 1969. --Following the meetings of the Standing Committees and the Committee of the Whole, the Board of Regents of The University of Texas System assembled in regular session in Room 256, The University of Texas at Dallas, Dallas, Texas at 4:45 p. m. on Friday, September 12, 1969, with the following in attendance:

## ATTENDANCE. --

Present

Chairman Erwin\*  
 Vice-Chairman Josey, Presiding  
 Regent Garrett  
 Regent Ikard  
 Regent Kilgore  
 Regent Peace  
 Regent Williams  
 Regent Ximenes

Absent\*

Regent Bauer

Chancellor Ransom  
 Deputy Chancellor LeMaistre  
 Secretary Thedford

Vice-Chairman Josey called the meeting to order and Regent Kilgore offered the invocation.

PRESENTATION OF DOCTOR GRONOUSKI AND RECOGNITION OF STUDENT REPRESENTATIVES. --During the various meetings of the committees, former Postmaster General and Ambassador to Poland Doctor John A. Gronouski was presented and welcomed, along with the following student representatives:

Mr. Joe Krier, President, Students' Association, The University of Texas at Austin  
 Mr. Bill Saunders, President, Student Congress, The University of Texas at Arlington  
 Miss Guinn Day, Assistant to President, Student Congress, The University of Texas at Arlington  
 Mr. Mark Morrison, Editor, The Daily Texan, The University of Texas at Austin

APPROVAL OF MINUTES, AUGUST 1, 1969. --Upon motion of Regent Williams, seconded by Regent Ikard, the minutes of the meeting of the Board of Regents of The University of Texas System held in Austin on August 1, 1969, were approved in the form as distributed by the Secretary and as recorded in Volume XVI, beginning with Page 2224.

\*Chairman Erwin was in attendance at the meetings of all the Standing Committees and the Committee of the Whole but in order to make transportation connections he was excused from the Meeting of the Board at which the reports of the Standing Committees and the Committee of the Whole were received. Regent Bauer was excused from the meeting on account of important business.

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## REPORTS OF STANDING COMMITTEES

REPORT OF EXECUTIVE COMMITTEE (Pages 2-6). --In the absence of Committee Chairman Bauer, Vice-Chairman Josey presented the following report of the interim actions taken by the Executive Committee. Upon motion of Regent Williams, seconded by Regent Ximenes, the report was approved without objection and the following interim actions were ratified:

1. U. T. Austin: Minutes of the Meeting of the Board of Directors of the Texas Union (43-M-68 and 47-M-68). --The minutes of the meetings of the Board of Directors of the Texas Union of The University of Texas at Austin held on June 7, 1969, and on July 16, 1969, were reviewed. Upon the recommendation of the Administration, the minutes of the meeting held on June 7, 1969, were approved.

The minutes of the meeting of the Board of Directors of the Texas Union held on July 16, 1969, were amended by adding at the appropriate place in the list of those who may use the Texas Union and its facilities "System Administration, U. T. Austin Administration" so that the first indented paragraph under item III. Use of Union shall read as follows:

### III. Use of Union

The use of the Texas Union and its facilities is restricted to students, faculty, staff, System Administration, U. T. Austin Administration, ex-students of The University of Texas at Austin, and invited guests except upon those occasions when the general public is invited to a specific function or open house. Priority for reservations will be given to students, faculty, staff, ex-students, and campus related groups. Union sponsored activities will be given priority on room use when possible.

Upon recommendation of President Hackerman, concurred in by Deputy Chancellor LeMaistre, the minutes of July 16, 1969, were approved as amended.

2. U. T. Austin: Minutes of the Meeting of the Athletics Council (44-M-68). --The minutes of the meeting of the Athletics Council held on April 9, 1969, were reviewed and approved with the exception of the 1969-70 budget for Intercollegiate Athletics which is incorporated in and approved as a part of the 1969-70 budget for Auxiliary Enterprises for The University of Texas at Austin.
3. U. T. Austin: Minutes of the Meeting of the Board of Directors of Texas Student Publications, Inc. (45-M-68). -- Upon recommendation of the Administration, approval was given to the minutes of action taken by the Board of Directors of Texas Student Publications, Inc., by mail ballot in a memorandum from Loyd Edmonds of July 3, 1969.

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4. U. T. System: Regents' Rules and Regulations, Part One: Amendment to Chapter VI, Section 3 (46-M-68). -- By telephone ballot on August 14, 1969, following a written presentation of an amendment to the Regents' Rules and Regulations, Part One to each member of the Board of Regents, approval was given to suspend the necessary rules and to amend the Regents' Rules and Regulations, Part One, Chapter VI, Section 3 by adding a new Section 3. (18) to read as set out below to be effective immediately:

3. (18) Pursuant to the authority conferred upon the Board of Regents of The University of Texas System by Chapter 80, Acts of the 60th Legislature, Regular Session, 1967 (Article 2919j, Vernon's Texas Civil Statutes), and in order to protect the safety and welfare of students and employees of the component institutions of the System and to protect the property of the System, it is hereby declared that it shall be unlawful for any person to enter, walk, run, lie, play, remain, or be in the water of any fountain or other artificial body of water located on the campus of any component institution of The University of Texas System unless such person shall have theretofore been granted permission by the administrative head of that institution to enter, remain, or be in such water.

It shall further be unlawful for any person to dump, throw, place, or cause to be placed any material, object, trash, waste, or debris in the water of any fountain or other artificial body of water located on the campus of any component institution of The University of Texas System.

It shall also be unlawful for any person to damage, deface, or remove any portion of any fountain, monument, or memorial located on the campus of any component institution of The University of Texas System.

Any person who violates any portion of this regulation shall upon conviction thereof be punished by a fine of not more than \$200.

Any student of a component institution who violates any portion of this regulation shall, in addition to the penalty prescribed in the last preceding section, be subject to discipline, including expulsion, by the institution.

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5. U. T. Austin, U. T. El Paso, U. T. Arlington, Galveston Medical Branch: (1) Amendments to the 1968-69 and 1969-70 Budgets, (2) U. T. Austin: Minimum Retail Service Outlet in Jester Center Authorized as Auxiliary Enterprise, and (3) U. T. El Paso: Increase in Parking Fees (11-B-68). -- (1) The following amendments to the 1968-69 and 1969-70 budgets, respectively, were approved:

Source of Funds - Departmental Appropriations  
(Unless Otherwise Specified)

(All rates set out below are full time rates: salary rate indicates a 12 months' full time rate and academic rate indicates a 9 months' full time rate.)

The University of Texas at Austin - 1968-69 Budget

Item	Explanation	Present Status	Proposed Status	Effective Dates
22.	Land Acquisition Authorized by Sixty-first Legislature, 1969			
	Transfer of Funds	From: Available University Fund Unappropriated Balance	To: Land Acquisition Account No. [REDACTED]	
	Amount of Transfer	\$50,000	\$50,000	---

The University of Texas at El Paso - 1968-69 Budget

Item	Explanation	Present Status	Proposed Status	Effective Dates
17.	Wayne A. Vandenburg Intercollegiate Athletics	Track Coach	Track Coach	
	Salary Rate (Increase in salary in lieu of apartment and meals)	\$ 7,000	\$10,000	8/1/69
	Source of Funds: Intercollegiate Athletics Unappropriated Balance			
	Carlos A. Herrera Schellenger Research Laboratory	Technical Staff Assistant III	Technical Staff Assistant III	
	Salary Rate	\$ 4,200	\$ 5,268	8/1/69
	Source of Funds: Government Contract Funds			
	Frank B. Cotton Trust (Current Restricted Funds)			
	Transfer of Funds	From: Frank B. Cotton Trust Unappropriated Balance	To: Cotton Trust - Official Entertainment	
	Amount of Transfer	\$ 4,400	\$ 4,400	---



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The University of Texas at Arlington - 1968-69 Budget

<u>Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
Auxiliary Enterprises - Food Service Center Transfer of Funds	From: Food Service Center Unappropriated Balance via Estimated Income	To: Food Service Center - Other Expenses	
Amount of Transfer	\$30,000	\$30,000	---
10. Auxiliary Enterprises - Student Center Transfer of Funds	From: Student Center Unappropriated Balance via Estimated Income	To: Student Center - Other Expenses	
Amount of Transfer	\$ 4,000	\$ 4,000	---

The University of Texas Medical Branch at Galveston - 1968-69 Budget

32. Medical Branch Hospitals Transfer of Funds	From: Unappropriated Balance via Estimated Income	To: Hospital Operating Divisions	
Amount of Transfer	\$650,000	\$650,000	---

(2) The 1969-70 Budget for Texas Petroleum Research Committee of The University of Texas at Austin was approved as follows. Mr. Robert L. Whiting, Acting Director of the Texas Petroleum Research Committee, reports that in accordance with the By-Laws of TPRC that the budget has been approved by the Committee.

The University of Texas at Austin Division operates with TPRC through an agreement to furnish services, etc.; therefore, it is in order to present the budget for the portion of the funds allocated to The University of Texas at Austin for consideration by the Board of Regents of The University of Texas System.

BUDGET OF THE UNIVERSITY OF TEXAS AT AUSTIN DIVISION  
TEXAS PETROLEUM RESEARCH COMMITTEE  
Fiscal Year 1969-70  
(12 Months)

<u>ESTIMATED INCOME:</u>	<u>1968-69</u>	<u>1969-70</u>
One-half of State Appropriation to Oil and Gas Division of Railroad Commission of Texas out of Special Fund known as Oil and Gas Enforcement Fund in State Treasury	\$60,000	\$60,000
<b>TOTAL ESTIMATED INCOME:</b>	<b>\$60,000</b>	<b>\$60,000</b>

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## ESTIMATED EXPENDITURES:

1968-69	1969-70	Supplemental Data Item No.	Title - Name	Appt. Period	% Time	Mon	1968-69 Adjusted Rate	1969-70 Amount
							(A)	(A)
			Director (Part-time)					
			Assistant Director 1000					
		1.	I. H. Silberberg	9-01 8-31	100	12	\$17,500	\$18,000
			Administrative Secretary 9040					
		2.	Anna W. Jackson	9-01 8-31	100	12	5,520	5,520
			Research Engineer Assoc. II 4210					
\$3,520	\$9,600	3.	James LeBlanc	9-01 8-31	60	12	5,112	5,760
			Salary Rate			12		
\$3,520	9,600	4.	Robert C. MacDonald	9-01 8-31	60	12	5,112	5,760
			Salary Rate			12		
\$3,520	9,600	5.	T. C. Doerr	9-01 8-31	70	12	5,964	6,720
			Salary Rate			12		
\$3,520	9,600	6.	James A. Guin	9-01 2-28	50	6	2,130	2,400
			Salary Rate			12		
	9,600	7.		9-01 8-31	60	12		5,760
			Salary Rate			12		
			Research Engineer Assoc. I 4211					
7,440	8,880	8.	Ronald Robertson	9-01 2-28	50	6	1,860	2,220
			Salary Rate			12		
	8,880	9.	E. J. Zais	9-01 8-31	50	12		4,440
			Salary Rate			12		
			Material, Equipment, Travel, Publications and Wages (hourly)				6,632	3,420
			TOTAL BUDGET				<u>60,000</u>	<u>60,000</u>

(A) Paid from TPRC-A&amp;M Division

(3) Pursuant to authorization at the Regents' meeting on June 20, 1969, Vice-President Colvin reported through appropriate channels that he had arranged for a Minimum Retail Service Outlet in the Jester Center to be operated as an Auxiliary Enterprise of The University of Texas at Austin and that Mr. Felton Aime, Manager of the Stenographic Bureau, was recommended as supervisor.

(4) The parking fees for faculty and students at The University of Texas at El Paso were changed effective September 1, 1969, as set out below:

For parking space on campus:

Faculty, Staff, and Handicapped	Full year	\$10.00
	Spring/Summer	7.00
	Summer Only	3.00
Students	Full year	5.00
	Spring/Summer	3.00
	Summer Only	2.00

For reserved parking space on campus for faculty and staff the per annum (twelve months) charges will remain at \$24.00.

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**REPORT OF ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE**  
(Pages 7-20). --The following actions of the Academic and Developmental Affairs Committee in the report of Committee Chairman Kilgore were approved without objection.

1. U. T. System: Chancellor's Docket No. 34. --On August 26, 1969, Chancellor's Docket No. 34 was approved by mail ballot as distributed. This docket is attached to these minutes following Page 262 and is made a part hereof.
2. Report of The University of Texas System Development Board Including Membership as of September 1, 1969. --Mr. Blunk, Executive Director of The University of Texas System Development Board, submitted the following written report of activities of the Development Board since the last Regents' meeting on August 1, 1969. This report lists the current membership of The University of Texas System Development Board:
  - a. The University of Texas System Development Board: Gift Reporting:  
Gifts and grants are reported to the Board of Regents routinely through established procedures.
  - b. The University of Texas System Development Board: Changes: Current Membership:  
In July, 1969, The Honorable Edward Clark resigned from the Development Board. His appointment was made by the Ex-Students' Association. That group appointed Franklin W. Denius to fill the vacancy; the term of this appointment expires in 1970.  
In July, 1969, the Board of Regents appointed C. W. Cook to fill the term of Dan C. Williams until its expiration in 1971.
  - c. For the record, The University of Texas System Development Board currently includes the following voting members: Appointed by the Board of Regents:

Rex G. Baker, Jr. Houston (1971)	Mrs. Eugene McDermott Dallas (1972)
Ernest Cockrell, Jr. Houston (1970)	J. Mark McLaughlin San Angelo (1972)
Marvin K. Collie Houston (1970)	E. G. Morrison Austin (1972)
C. W. Cook White Plains, N. Y. (1971)	J. M. Odom Austin (1971)
B. W. Crain, Jr. Longview (1971)	B. D. Orgain Beaumont (1972)
Hayden W. Head Corpus Christi (1971)	Preston Shirley Galveston (1970)

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Dan M. Krausse, Jr.  
Dallas (1970)

John P. Thompson  
Dallas (1972)

Wales H. Madden, Jr.  
Amarillo (1971)

Gus S. Wortham  
Houston (1972)

Appointed by the Ex-Students' Association:

Lloyd M. Bentsen, Jr.  
Houston (1971)

L. L. Colbert, Vice-Chairman  
Detroit, Michigan (1971)

Franklin W. Denius  
Austin (1970)

Joe M. Dealey, Chairman  
Dallas (1971)

H. H. Coffield  
Rockdale (1971)

J. D. Wrather, Jr.  
Beverly Hills, California (1970)

From the Board of Regents:

Jack S. Josey  
Houston

Dan C. Williams  
Dallas

Chancellor

Chancellor Harry Ransom  
Austin

Note: All appointments terminate on August 31 of the year designated.

3. U. T. System: Policy Statement with Respect to The Provisional Admission Program in the General Academic Institutions. --The following statement of policy with respect to The Provisional Admission Program in the General Academic Institutions of The University of Texas System was adopted:

The provisional admission program in the general academic institutions of The University of Texas System provides the opportunity for any Texas resident to demonstrate his ability to perform college level work regardless of his high school record or his score on the Scholastic Aptitude Test (SAT), provided that he has graduated from an accredited high school with the required units and subjects as prescribed by the institution. The provisional admission program permits a student to enter any school or college of The University of Texas System, regardless of his high school record or his score on the Scholastic Aptitude Test (SAT), provided that he is enrolled in courses selected from English, mathematics, natural science, or language in the spring semester or the two summer terms (the entire summer session) for which he is registered initially. The student who demonstrates ability to perform college level work by passing each course and maintaining an overall "C" average during the entire summer session (both summer terms) or during the spring semester may be admitted as a regular University student in subsequent semesters. This program has been instituted at the general academic institutions as approved by the U.T. System administration and the Board of Regents. The provisional admission

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program in the different institutions has continued to have the support of the U.T. System administration and the Board of Regents. It is now the desire of the Board of Regents that this program be expanded in all general academic institutions for a period not to exceed five years with an evaluation to be made not later than September, 1973.

In this connection, the Board of Regents directs the presidents of the general academic institutions and the Executive Vice-Chancellor for Academic Affairs as follows:

- a. Since this program has varying titles at the different institutions, it will henceforth be known as the "Provisional Admission Program."
  - b. No quota may be imposed in any institution upon the number of students admitted under the provisional admission program. That is, all students having credit for the required high school units and subjects, regardless of high school record or SAT score, must be admitted to the provisional program upon request. Any student with a high school record or an SAT score falling below the normal admission standards must be admitted under the provisional admission program to permit him to demonstrate whether he is capable of performing college level work.
  - c. The general academic institutions now providing a provisional admission program only during summer sessions shall establish, when a demonstrated need exists, a provisional admission program in the regular spring semester. The requirements for course loads and scholastic performance shall be established by the individual institutions.
  - d. The general academic institutions will establish an adequate system of record keeping on students admitted by the provisional admission program. These records will provide the basis for a subsequent evaluation of the academic performance of the students provisionally admitted.
  - e. The Executive Vice-Chancellor for Academic Affairs is directed to provide guidelines to the institutions for establishing such a record keeping system and for subsequent evaluation of students admitted under this program.
4. U. T. Austin: Policy Statement and Approval of Project Information ("Project Info"). --Approval was given to the following policy statement regarding Project Information for The University of Texas at Austin:

Under the Project Information Program certain students and faculty members from the U. T. Austin campus may visit, on request, high schools in this State to provide information to high school junior and senior classes about The University of Texas at Austin. The nature of the information provided is to explain the benefits of a college education and to advise on preparation for academic success in any institution of higher education. The procedures required for college admission and the Scholastic Aptitude Test (SAT) will

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also be explained. The teams also explain the types of student services and assistance any student may anticipate receiving at the U.T. Austin campus during orientation and after admission. In addition, the teams provide information on costs, both as to college admission and subsistence, and also on sources of student financial aid and part-time student employment opportunities.

The Project Information office notifies high schools of the availability of students and faculty members from the U.T. Austin campus to visit with them to provide this information to their students. The teams visiting the high schools address the entire classes. Team members will respond to individual inquiries and expressions of interest from those in the audience. The purpose of the teams in visiting the high schools is to provide information and to be responsive to expressions of interest from individuals.

Although Project Information is specifically intended to provide information concerning The University of Texas at Austin, the type of information provided serves as a general motivation for students to seek admission to higher education in colleges and universities throughout the State. In this connection, the teams are prepared to provide general information upon request on the other colleges and universities in the State.

Project Information also provides certain student services to all admitted students to assist them in accommodating to their collegiate environment and in performing college level work.

The Board of Regents finds the purposes and activities of Project Information to be entirely in accord with its Rules and Regulations and supports the objectives of this program to encourage high school students to plan to attend institutions of higher education. Therefore, the Board of Regents hereby approves Project Information as an official program of The University of Texas at Austin and authorizes the President of U.T. Austin to receive and disburse funds for this program.

5. U. T. Austin: Presentation by Senator Joe Bernal and Delegation Requesting Continuation of Program for Educational Opportunity (P. E. O.). -- Senator Joe Bernal and an accompanying delegation from San Antonio appeared before the Committee requesting that the Program for Educational Opportunity (P. E. O.) be reinstated and continued. This program, which was privately funded, originated with a faculty committee at The University of Texas at Austin in the fall of 1968 but was never approved by the Board of Regents. The Program for Educational Opportunity is designed to assist the economically, educationally and culturally disadvantaged students who do not meet the usual admission requirements.

Senator Bernal in his closing remarks thanked the Chairman for the leadership he has given The University of Texas System and in particular for the promotion of the San Antonio projects.

During the discussion with Senator Bernal, Regent Peace expressed the hope that the problem of the disadvantaged in San Antonio would be solved to a great extent when The University of Texas at San Antonio gets started as the cost of living away from home would be eliminated. He indicated that meetings with the presidents of other colleges in San Antonio were already scheduled for the purpose of working out relationships between U. T. San Antonio and the private sectors and San Antonio colleges.

In response to the presentation of the delegation, Chairman Erwin, among other things, pointed out:

- a. That some years ago the Board adopted a Provisional Admission Program to permit unqualified students to enter in the Summer Session. Earlier in this meeting that program was expanded in a way which actually goes further than the P. E. O. and which is not discriminatory.
- b. That the Board of Regents has to answer to all the people of Texas and that thousands of students of Irish, Scotch, Yugoslav, Japanese, Chinese and Italian descent are refused admission because they cannot meet the usual admission requirements, but that under the P. E. O. ethnic minority students who cannot meet the usual entrance requirements would be admitted while other students who cannot meet the requirements would be denied admission.
- c. That the SAT score and high school requirements are not perfect criteria for admission but that no better criteria have been suggested.
- d. That U. T. Austin cannot admit every student who wants to go to U. T. Austin.
- e. That the Legislature did not appropriate any money for the special education of ethnic minority students although Senator Bernal tried to get money for that purpose included in the Appropriations Bill, and that U. T. Austin has no money for this type of program. Indeed, the last remedial education program at U. T. El Paso was deliberately denied financial support by the Legislature.
- f. That all commitments previously made to P. E. O. students would be honored, and that the private donors who have offered approximately \$12,000 for the P. E. O. would be asked if they are still interested in contributing with the understanding that the program will be limited to those students heretofore admitted to the program.

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The request of Senator Bernal and delegation was well received as evidenced by the action in the following captioned item.

6. U. T. Austin: Suspension of Regents' Rules and Regulations, Part Two, Chapter I, Section 6 with Respect to Students Admitted to P. E. O. Prior to the Adoption of Said Section; Acceptance of Money only for Those Students. -- Upon motion of Chairman Erwin and by unanimous vote, Section 6, Chapter I, Part Two of the Regents' Rules and Regulations was suspended with respect to students admitted to P. E. O. prior to the adoption of that section and the commitments made to the students who had already been accepted under the Program for Educational Opportunity were confirmed and ratified. The disapproval at the August 1, 1969, meeting of three gifts to the P. E. O. was reconsidered and withdrawn and it was authorized that those monies that had been offered by private donors be accepted with the understanding that the monies will be used for those students already accepted in the Program for Educational Opportunity and not for any students not already accepted in the P. E. O.
7. U. T. Austin: Salary Increase for the Vice-President of the Students' Association. -- Upon recommendation of President Hackerman, concurred in by Deputy Chancellor LeMaistre, the salary of the Vice-President of the Students' Association at The University of Texas at Austin was increased to \$200 per month for nine months, effective September 1, 1969, on the condition that the funds are available in the Students' Association budget. The salary of the Vice-President of the Students' Association for the summer months was reaffirmed at \$25 per month.
8. U. T. Austin: Request for Permission to Offer Master of Public Affairs Degree Program in the Lyndon Baines Johnson School of Public Affairs. -- Approval was given to offer in the Lyndon Baines Johnson School of Public Affairs at The University of Texas at Austin a program leading to the Master of Public Affairs Degree, and the Administration was authorized to seek permission from the Coordinating Board, Texas College and University System to establish this program.
9. U. T. Austin: Report by President Hackerman on Structure of College of Arts and Sciences. -- An oral report was received from President Hackerman on the structure of the College of Arts and Sciences of The University of Texas at Austin and on studies relating thereto that have been made by the Faculty Committee on Policy. System Administration was requested to present at the October 1969 meeting a status report on further developments relating to this matter.
10. U. T. Austin: A Report by Keeton-Ludeman on Student Financial Aids. -- A written report was received from Mr. Rick Keeton and Miss Pat Ludeman, students at The University of Texas at Austin



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on "Student Financial Aids." Both Mr. Keeton and Miss Ludeman were congratulated for the work that they had done on this report.

The report was received; and upon the recommendation of Deputy Chancellor LeMaistre and President Hackerman, the following actions relating thereto were approved:

- a. Project Information having been approved (Page 9 ), authorization was given President Hackerman to accept gifts, grants, and bequests for the support of students at The University of Texas at Austin in the Project Info program.
  - b. That part of the recommendation in the report that "The University should stipulate in construction contracts. . . that students be hired to help do the work" was not approved. However, the Office of Student Financial Aids would continue to make available to contractors and other off-campus employers information pertaining to students interested in construction work and other off-campus employment.
  - c. Additional staff in the Office of Student Financial Aids will be requested when space and budget will permit.
  - d. The recommendation in the report that there be "a revision and increase in the number of loan and scholarship application forms" was not approved. The standard application form has been revised twice since September 1, 1968. The first revision occurred in October, 1968. The second revision was made in March, 1969. One standard form is the only practical basis for the many statistical and informational reports prepared by the office. On the newly revised form there is adequate provision for the treatment of the special problems of married students and others.
  - e. The recommendation in the report requesting a commitment that "no more increases in tuition, building fees, use fees, student services fees or any other fee should be enacted" was not approved. These fees are not limited to students in need of financial assistance.
11. U. T. Austin: Presentation by President Hackerman on Visual Display System for Student Record Recall. -- President Hackerman demonstrated the Computer System used at The University of Texas at Austin for storage and retrieval of student records. He used an instrument connected by telephone lines with the computer in the Data Processing Division at Austin. This instrument or

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terminal consisted of a small television screen, typewriter keyboard and a set of code keys. By typing in a student's social security number, the T. V. screen displays the student's record. These terminals will be placed in various offices whereby the counselors can promptly get a student's academic record, thereby permitting better advising on course selection and degree programs.

Following this demonstration of retrieval of students' grades and the discussion of the problem of late reporting of grades, President Hackerman was instructed to report to the Board at the first Regents' meeting after the end of the 1969-70 fall semester whether there had been improvement in reporting grades promptly to the Registrar.

12. U. T. Austin: Waiver of Subsection 2.614, Section 2.6, Chapter V, (Part Two), Regents' Rules and Regulations, Patent Policy, Doctor Karl Folkers. -- Because of special circumstances surrounding a grant to Doctor Karl Folkers, the Patent Policy (Subsection 2.614, Section 2.6, Chapter V, Part Two, of the Regents' Rules and Regulations) was waived so that Doctor Folkers may grant A/B Kabi Pharmaceutical house in Stockholm, Sweden, an exclusive license for a period of five years from the date of issuance of relevant patents.
13. U. T. El Paso: Affiliation Agreement with William Beaumont General Hospital and the Board of Regents of The University of Texas System. -- Approval was given to the affiliation agreement (Pages 15-18) between the Board of Regents of The University of Texas System on behalf of The University of Texas at El Paso and the United States of America on behalf of the William Beaumont General Hospital at El Paso. This agreement provides for clinical training of medical laboratory technologists. The Chairman of the Board was authorized to execute the agreement when it has been approved as to form by a University Attorney and as to content by the Deputy Chancellor.

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AGREEMENT

THE STATE OF TEXAS }  
 COUNTY OF EL PASO }

This AGREEMENT by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of The University of Texas at El Paso, hereinafter sometimes referred to as the "School," and the UNITED STATES OF AMERICA, for and on behalf of the William Beaumont General Hospital, hereinafter sometimes referred to as the "Hospital," WITNESSETH:

WHEREAS, The University of Texas at El Paso and William Beaumont General Hospital, in the interest of the advancement of an approved program for medical laboratory technologists, agree to share certain facilities and resources for the mutual advantage of each party within the terms and conditions hereinafter set out:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Board of Regents of The University of Texas System and the United States of America, by and through the William Beaumont General Hospital, do hereby agree as follows:

1. The Hospital will benefit from making clinical facilities available to the medical laboratory technology trainees of the School. The Hospital will obtain the trainees' clinical learning experience while contributing to the educational preparation of a future supply of technologists. An approved program for the medical laboratory technologists consists of three years of academic work, of which at least the last thirty hours must be earned at the School. The program requires clinical laboratory facilities wherein the student can obtain the clinical laboratory experience prescribed by the Board of Schools of Medical Technology of the American Society of Clinical Pathologists.

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2. This affiliation is controlled by and subject to 5 U.S.C. 1051-8 and Army Regulation 350-222, and it is agreed that clinical trainees, during clinical training at the Hospital, will be under the jurisdiction of facility officials for training purposes and will follow facility rules.

3. It is understood and agreed that the Hospital will:

- (a) make available the clinical and related facilities needed for the clinical learning experience in medical laboratory technology by students enrolled in the basic professional medical laboratory technology program at The University of Texas at El Paso, and who are enrolled in The University of Texas at El Paso medical technology degree program;
- (b) arrange a clinical learning experience schedule that will not conflict with those of the educational institution;
- (c) designate a medical officer to coordinate the trainees' clinical learning experience in the Department of Pathology;
- (d) provide reasonable classroom, conference room, office, and storage space for participating trainees, and if feasible, dressing and locker room space;
- (e) permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of The University of Texas at El Paso;
- (f) consider equally all applicants from The University of Texas at El Paso, but will not automatically accept all such applicants; and
- (g) apply standards equivalent to those of The University of Texas at El Paso in evaluating students' achievement and to report grades on completed work as required by The University of Texas at El Paso.

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4. It is understood and agreed that the School will:
- (a) provide the commanding officer of the medical facility with the names of trainees to be interviewed and with appropriate records of classroom work;
  - (b) enforce rules and regulations governing trainees that are mutually agreed on by the School and the Hospital;
  - (c) be responsible for health examinations and such other medical examinations and protective measures as the Hospital and the School mutually find to be necessary;
  - (d) prohibit the publication by the trainees and faculty or staff members of any material related to their clinical learning experience that has not been approved for release for publication by the Army medical facility and The University of Texas at El Paso;
  - (e) grant the degree of Bachelor of Science in Medical Technology after satisfactory completion of the full year of training at William Beaumont General Hospital, if otherwise qualified, which degree will be conferred at the regular commencement next following completion of the training;
  - (f) include any other special provisions that may be required; and
  - (g) provide and maintain the personal records and reports necessary for conducting the trainees' clinical learning experience.
5. The term of this agreement shall be from July 1, 1969, to June 30, 1970, and may be terminated sooner by either party upon written notification to the other party. Except under unusual conditions, such notification will be submitted prior to the beginning of a participating period. It is further agreed and understood that this agreement shall be in effect only so long as the medical laboratory technology

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of William Beaumont General Hospital retains its status of approval by the Council on Medical Education of the American Medical Association.

EXECUTED by the parties on this \_\_\_\_\_ day of \_\_\_\_\_, 1969.

ATTEST:

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

\_\_\_\_\_  
Secretary

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

UNITED STATES OF AMERICA  
By and Through the  
Department of the Army

By \_\_\_\_\_  
Kenneth D. Orr  
Brigadier General, MC  
William Beaumont General  
Hospital  
Commanding

Approved as to Form:

Approved as to Content:

\_\_\_\_\_  
University Attorney

\_\_\_\_\_  
Deputy Chancellor

14. U. T. Arlington: Membership in The Association for Graduate Education and Research of North Texas (TAGER) and Appropriation Therefor. -- Approval was given to the following request of President Harrison with respect to The Association for Graduate Education and Research of North Texas (TAGER):

1. Authorization to apply for Associate Participant membership in TAGER for a portion of fiscal year 1969-70 at a fee not to exceed \$4,000 and for Participant membership for 1970-71 for a fee of \$25,000. These fees will be paid from Unappropriated Balances, General Budget Funds.
2. Authorization to seek outside funds of \$200,000 for physical facilities and \$100,000 for equipment necessary for participation in TAGER.

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15. U. T. Dallas: Designation of Acting President Francis S. Johnson and Vice-President Ralph N. Stohl as Authorized Agents for Tax-Free Alcohol Permit. -- For The University of Texas at Dallas, the following resolution was adopted designating authorized agents for tax-free alcohol:

WHEREAS, The Southwest Center for Advanced Studies was formerly authorized under the Internal Revenue Code and Regulations to withdraw Tax-Free Alcohol under a permit granted to it by the United States Internal Revenue Service; and

WHEREAS, The Division of Biology, The University of Texas at Dallas, which is carrying on all research programs of the former Southwest Center for Advanced Studies, requires a continuing supply of alcohol for experimental and other scientific purposes;

THEREFORE, BE IT RESOLVED, That Doctor Francis S. Johnson, Acting President of The University of Texas at Dallas, and Mr. Ralph N. Stohl, Vice-President of The University of Texas at Dallas, or either of them, be authorized to have charge of and be responsible for and apply for and sign the "Application and Withdrawal Permit to Procure Spirits Free of Tax" for The University of Texas at Dallas; and

BE IT FURTHER RESOLVED, That it shall be the duty of Doctor Francis S. Johnson and Mr. Ralph N. Stohl or either of them to execute on behalf of The University of Texas at Dallas any and all documents required by the Alcohol and Tobacco Tax, Internal Revenue Service.

16. U. T. Dallas, M. D. Anderson: Dual Positions Pursuant to Section 33, Article XVI, Constitution of Texas. -- With respect to the individuals listed below at The University of Texas at Dallas and The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, the following resolution was adopted in connection with the service of each individual on each of the state or federal boards opposite his name. This resolution conforms to the amendment to Section 33, Article XVI, Constitution of Texas adopted in November 1967:

#### RESOLUTION

WHEREAS, (the name of the individual) has an opportunity to serve as (the capacity in which he is serving on a state or federal board or commission):

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents of The University of Texas System, acting pursuant to delegated legislative authority:

1. That the said (the name of the individual) be and he is hereby authorized by the Board of Regents to serve as (the capacity in which he is serving on a state or federal board or commission) until he no longer has an opportunity to do so or until this direction and requirement is amended or revoked by the Board of Regents;

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2. That the said (the name of the individual) be and he is hereby authorized by the Board of Regents to serve as (the capacity in which he is serving on a state or federal board or commission) in addition to all other duties that have been or may hereafter be assigned or required of him by the Board of Regents;

3. That the Board of Regents finds that (the name of the individual)'s service as (the capacity in which he is serving on a state or federal board or commission) is not in conflict with his employment by The University of Texas System;

4. That the Board of Regents finds that (the name of the individual)'s service as (the capacity in which he is serving on a state or federal board or commission) is and will continue to be a benefit and advantage to The University of Texas System and the State of Texas.

THE UNIVERSITY OF TEXAS AT DALLAS

<u>Name</u>	<u>Classification</u>	<u>Board or Commission</u>
Francis S. Johnson	Acting President	Member - Scientific Advisory Board, U. S. Air Force  Member - Lunar and Planetary Missions Board, National Aeronautics and Space Administration Member - Research and Technology Advisory Committee on Space Vehicles, National Aeronautics and Space Administration  Member - Group for Lunar Exploration Planning, National Aeronautics and Space Administration, Manned Spacecraft Center
William B. Hanson	Professor and Acting Division Head, Division of Atmospheric and Space Sciences	Member - National Aeronautics and Space Administration Ionosphere and Radio Physics Subcommittee of the Space Sciences Steering Committee
Claude S. Rupert	Professor	Member - Radiological Health Study Section, National Institutes of Health

THE UNIVERSITY OF TEXAS

M. D. ANDERSON HOSPITAL AND TUMOR INSTITUTE AT HOUSTON

Gerald A. Le Page	Chief, Section of Pharmacology	Member - Pharmacology B Study Section, National Cancer Institute
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REPORT OF BUILDINGS AND GROUNDS COMMITTEE (Pages 21-28). --- Without objection, the following report of the Buildings and Grounds Committee was adopted upon motion of Committee Chairman Peace, seconded by Regent Garrett:

1. U. T. Austin: Ratification of Extension of Building Space Lease at 304 West 15th Street for Special Education Instruction Materials Center. --The action of Executive Vice-Chancellor Walker in executing a renewal lease with Blangger and Gouldthorpe Company for one year beginning September 1, 1969, at \$600.00 per month, payable from grant OEG-4-6-062267-1551 (032) of the U.S. Office of Education was ratified. This lease covers approximately 3,000 square feet of space at 304 West 15th, Austin, and since 1966, has been used for the Special Education Instructional Materials Center at The University of Texas at Austin.
2. U. T. Austin: Authorization for Study in Connection with Outdoor Swimming Pool. --Authorization was given to the Office of Facilities Planning and Construction to conduct a study in connection with the possible construction of an outdoor olympic-size swimming pool on the Campus of The University of Texas at Austin. This study would include the investigation of possible sites, estimated cost, and other facilities necessary for this construction to be presented to the Board for consideration at a later meeting.
3. U. T. Austin: Additional Appropriation for Land Acquisition (S. B. No. 666, 61st Leg., R. S., 1969) at Corner of Thirty-Fifth Street and Exposition Boulevard. --An additional appropriation of \$250,000 was authorized from the Unappropriated balance of the Available University Fund for land acquisition by The University of Texas at Austin authorized by S. B. No. 666, 61st Legislature, R. S., 1969. This area includes some 4 acres located at Thirty-fifth Street and Exposition Boulevard, and the appropriation authorized makes a total appropriation of \$300,000 for this purpose.
4. U. T. Austin: Action Deferred on Lease of Off-Campus Space at 1803-05 Rosewood, Austin, for Legal Aid Clinic. --The request to rent off-campus space at 1803-05 Rosewood, Austin, for the Legal Aid Clinic of the Law School of The University of Texas at Austin was deferred until the Regents' meeting on October 31, 1969. The Administration was asked to determine as a matter of policy whether any obligation has been incurred in this matter.
5. U. T. Austin: Award of Contract to Rockford Furniture Associates for Furniture and Furnishings for Joe C. Thompson Conference Center. --A contract was awarded to Rockford Furniture Associates, Austin, Texas, low bidder, in the amount of \$115,930.86, for furniture and furnishings for the Joe C. Thompson Conference Center at The University of Texas at Austin. Funds for this contract are available within the funds appropriated for the Joe C. Thompson Conference Center.

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6. U. T. Austin: Award of Contract to General Electric Company for Switchgear and other Electrical Equipment (Substation, City of Austin) and Appropriation Therefor. --Approval was given to award a contract for Switchgear and Other Electrical Equipment needed in connection with a Substation of The City of Austin on the Campus of The University of Texas at Austin to General Electric Company, San Antonio, Texas, the low bidder, in the amount of \$261,395.00. This amount is less than the amount estimated for this purpose.

An appropriation of \$287,534.50 was authorized from proceeds of U. T. Austin Utility Plant Fee Bond System revenue series to cover this contract award, Engineer's Fees thereon and miscellaneous expenses.

7. U. T. Austin: Award of Contract to Delta Electric Construction Company, Inc. for Extension of Electrical Distribution, Phase III and Appropriation Therefor. --To Delta Electric Construction Company, Inc., San Antonio, Texas, the low bidder, a contract was awarded in the amount of \$874,493.00 for extension of Electrical Distribution, Phase III, at The University of Texas at Austin. This amount is less than the amount estimated for this purpose.

To cover this contract award, Engineering Fees thereon, and miscellaneous expenses, an appropriation of \$962,000.00 was authorized from proceeds of U. T. Austin Utility Plant Fee Bond System revenue series.

8. U. T. Austin: Ratification of Contract Award to Pool and Rogers Paving Company, Inc. for Resurfacing of Certain Streets in the Campus Area. --The contract award to Pool and Rogers Paving Company, Inc., Austin, Texas, in the amount of \$19,980.00, for the resurfacing of Speedway from Twentieth Street to midway between Twenty-Fourth Street and Twenty-Sixth Street, Twenty-First Street from Wichita Street to Waller Creek Bridge, Wichita Street From Nineteenth Street to Twenty-First Street, and Twentieth Street from Wichita Street to Speedway on the campus of The University of Texas at Austin was ratified. A Special Committee was authorized by the Regents at their meeting on August 1 to award a contract when the bids had been received. The bid of Pool and Rogers Paving Company was the only bid received, and the amount of the contract is within the amount of \$30,000 appropriated for this project.

9. U. T. Austin: Award of Contract to Warrior Constructors, Inc., for Remodeling of Claudia Taylor Johnson Hall and O. Henry Hall and Appropriation Therefor. --Approval was given to award a contract in the amount of \$2,125,000.00, to the low bidder, Warrior Constructors, Inc., Houston, Texas, for the remodeling of Claudia Taylor Johnson Hall and O. Henry Hall, The University of Texas at Austin. This contract award is in excess of the estimate of \$1,850,000 made two and a half years ago for this project.

An appropriation of \$2,450,000.00 was made from proceeds of Permanent University Fund Bonds to cover this contract award, Architect's Fees thereon, movable furniture and equipment, and miscellaneous expenses.

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10. U. T. Austin: Appointment of Special Committee to Award Contract for Expansion of Memorial Stadium and Building to House Physical Education Classrooms, Offices, and Other Facilities. -- With respect to the Expansion of Memorial Stadium and Building to House Physical Education Classrooms, Offices, and Other Facilities at The University of Texas at Austin, a Special Committee composed of Chairman Erwin, Regent Peace, Deputy Chancellor LeMaistre, Executive Vice-Chancellor Walker, Mr. Lester E. Palmer, President Hackerman, Professor J. Neils Thompson, and Mr. Darrell Royal was appointed to award a contract if the low bid is, or can be brought within, monies currently allocated to the project from proceeds of Permanent University Fund Bonds and other sources.

11. U. T. Arlington: Authorization for Interior Remodeling of Unit D in Cooper Center and Appropriation Therefor. --The following resolution was adopted:

WHEREAS, The current contract for remodeling of Cooper Center at The University of Texas at Arlington does not include any remodeling of Unit D; and

WHEREAS, In order to use this unit as a teaching laboratory in connection with the Graduate School of Social Work, plans have been prepared by The University of Texas Physical Plant Staff;

BE IT RESOLVED, That the plans be approved and that authorization be given for the Physical Plant staff of The University of Texas at Arlington to perform the work involved; and

BE IT FURTHER RESOLVED, That an appropriation of \$24,000.00 be made from Account No. 85-9799-9903 - U. T. Arlington - Unappropriated Plant Funds - Local.

12. U. T. Arlington: Authorization to Finish Basement Area of Business-Life Science Building for Use of Geology Department as Laboratories, Appointment of Harwood K. Smith and Partners as Architects, and Appropriation Therefor. --The following resolution was adopted:

WHEREAS, The original plans for the Business-Life Science Building at The University of Texas at Arlington did not provide for the finishing of the basement area; and

WHEREAS, During construction of this building certain changes have been made in the plans to provide for complete finishing of the basement area under the Business portion of the building and a partial finishing of the basement area under the Science portion of the building; and

WHEREAS, In order to use the space under the Science portion for laboratories for the Geology Department, it is now necessary to provide partitions, laboratory equipment, etc.,

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and it has been agreed by all concerned that this can be accomplished at lower cost by calling for bids and awarding a contract for this work after acceptance of the building from the present contractor rather than by issuing change orders to the original construction contract; and

WHEREAS, It is estimated that the total cost of this work will be approximately \$350,000 and that there are sufficient funds available in the Unallocated Balances of Unexpended Plant Funds at U. T. Arlington to cover this cost;

BE IT RESOLVED,

- a. That the firm of Harwood K. Smith and Partners, Dallas, Texas, (the Associate Architects for the Business-Life Science Building) be appointed to prepare plans and specifications for finishing of the basement area under the Science portion of the Business-Life Science Building at U. T. Arlington for use as laboratories by the Geology Department, these plans and specifications to be presented to the Board for approval at a later date.
  - b. That an appropriation of \$18,000.00 be made to cover the Architect's Fees for this work from Unallocated Balances of Unexpended Plant Funds at U. T. Arlington.
13. Dallas Medical School: Appointment of Raymond L. Goodson, Jr., Inc., as Engineer for Sanitary Sewer and Water Supply Systems and Appropriation Therefor. --The firm of Raymond L. Goodson, Jr., Inc., was designated as an Engineer to prepare plans and specifications for relocation and redesign of the sanitary sewer and water supply system on the Campus of The University of Texas (Southwestern) Medical School at Dallas in connection with the development of the Dallas Medical School at a fee not to exceed \$3,000. An appropriation of \$3,000 was authorized from unallocated funds of the Dallas Medical School for the Engineer's fee.
  14. Dallas Medical School: Authorization to Construct Loop Road on Campus; Appointment of Raymond L. Goodson, Jr., Inc., as Engineer; Appointment of Special Committee to Award Contract, and Appropriation Therefor. --The following resolution was adopted:

WHEREAS, With the construction of the new Basic Sciences Research Building on the Campus of The University of Texas (Southwestern) Medical School at Dallas, it has become necessary to construct a loop road from a point inside the Campus at the Harry Hines Boulevard entrance connection to the various parking lots on the Campus; and

WHEREAS, This loop road is provided for on the Campus Development Plan prepared by the Office of Facilities Planning and Construction;

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BE IT RESOLVED, That in order to construct this loop road as soon as possible the following recommendations be adopted:

- a. That the firm of Raymond L. Goodson, Jr., Inc., Consulting Engineers, Dallas, Texas, be appointed to prepare plans and specifications for the project at a fee of 6%. The firm of Raymond L. Goodson, Jr., Inc., is recommended as the Engineer for this project since this firm is familiar with the Campus Development Plan, having already prepared plans for other utility projects involved in the development of the Campus.
  - b. That the Executive Director of the Office of Facilities Planning and Construction be authorized to approve these plans and specifications and advertise for bids.
  - c. That a Special Committee, consisting of Dean Sprague, Mr. Lester E. Palmer, Executive Vice-Chancellor Walker, Regent Peace, and Chairman Erwin, be appointed to award a contract for this project after receipt of bids.
  - d. That an appropriation of \$70,000.00 be made from Unallocated Funds of the Dallas Medical School to cover the total cost of the project.
15. Galveston Medical Branch: (a) Ratification of Renewals of Building Space Leases for the Regional Medical Program and Kidney Disease Detection Program and (b) Approval of Building Space Lease (Department of Anesthesiology) with The Sealy and Smith Foundation in the Sealy and Smith Professional Building. --(a) The following lease agreement with The Sealy and Smith Foundation for space for The University of Texas Medical Branch at Galveston in the Sealy and Smith Professional Building that had been executed by Vice-President Thompson and Executive Vice-Chancellor Walker were ratified:
- (1) 1,630 square feet at the rate of \$0.35 per square foot or \$570.50 per month, renewal effective July 1, 1969, on a month to month basis for use as an office by the Regional Medical Program, and payable from grant funds.
  - (2) 2,080 square feet at the rate of \$0.35 per square foot or \$728.00 per month (\$8,736.00 annually), renewal effective September 1, 1969, for one year, for office space for Kidney Disease Detection Program, payable from grant funds.
- (b) Approval was granted to President Blocker to lease from The Sealy and Smith Foundation in the Sealy and Smith Professional Building approximately 350 square feet of office space at the rate of \$.35 per square foot plus the cost of electrical and telephone service. The rental fee will be paid from Medical Service, Research and Development Plan funds. The space will be used by the faculty of the Department of Anesthesiology for conferences, administrative study, and research review.

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16. Galveston Medical Branch: Permission to File Request for Land Acquisition with the Coordinating Board, Texas College and University System. --To provide the additional land needed for the continuing expansion of The University of Texas Medical Branch at Galveston, authorization was given to System Administration to file a request with the Coordinating Board, Texas College and University System for permission to acquire approximately seven blocks of land adjacent to the Galveston Medical Branch Campus with funds to come from a grant from The Sealy and Smith Foundation. A description of the land to be acquired follows:

Lots 10, 11, 12, 13, and 14, in Block 546; Lots 8, 9, and 10 and a part of Lot 11 in Block 547; Lots 1-14, inclusive, Block 551; Lots 1-14, inclusive, Block 552; Lots 1-14, inclusive, Block 553; Lots 1-14, inclusive, Block 611; Lots 1-14, inclusive, Block 612; Lots 1-14, inclusive, Block 613; according to the Galveston City Company's map of said City in common use, and the South one-half (1/2) of Lot 20 and South one-half (1/2) of the alley adjoining the same.

17. M. D. Anderson: Ratification of Renewals of Building Space Leases in Center Pavilion Hospital and Houston Central Warehouse and Cold Storage Company. --The following lease agreements with Center Pavilion Hospital and Houston Central Warehouse and Cold Storage Company for The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston, to be funded from general budget funds that had been executed by Executive Vice-Chancellor Walker were ratified.
- a. Center Pavilion Hospital, 8820 square feet at \$0.35 per square foot or \$3,087.00 per month for a four-year period beginning September 1, 1969, subject to a thirty day cancellation clause. This space has been and will be used for office space.
  - b. Houston Central Warehouse and Cold Storage Company, 7500 square feet at \$0.11 per square foot or \$820.00 per month for a four-year period beginning September 1, 1969, subject to a thirty day cancellation clause. This space has been and will be used for general storage, including medical supplies.
18. M. D. Anderson: Appointment of Lockwood, Andrews, and Newnam, Inc., Consulting Engineers, Houston, Texas, for Topographic Survey for M. D. Anderson Hospital Expansion and Appropriation Therefor. --The firm of Lockwood, Andrews, and Newnam, Inc., Consulting Engineers of Houston, Texas, was named as engineer for a topographic survey in connection with the new construction for the expansion of The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston.
- To fund the cost of this survey, an appropriation of \$1,500.00 was authorized from Unappropriated Surplus, Unexpended Plant Funds of M. D. Anderson.

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19. G. S. B. S. Ratification of Renewals of Building Space Leases in the Hermann Garage Building. --The following lease agreements with the Hermann Hospital Estate for space in the Hermann Garage Building for The University of Texas Graduate School of Biomedical Sciences at Houston to be funded from general budget funds that had been executed by Executive Vice-Chancellor Walker were ratified:
- a. 2,325 square feet at \$0.40 per square foot or \$930.00 per month for a four-year period beginning September 1, 1969, subject to a thirty day cancellation clause. This space has been and will be used for office space for the Division of Continuing Education.
  - b. 16,924 square feet at \$0.40 per square foot or \$6,769.60 per month for a four-year period beginning September 1, 1969, subject to a thirty day cancellation clause. This space has been and will be used by the Division of Graduate Studies for office space, laboratories and classrooms, with the latter shared by the School of Public Health.
20. G. S. B. S. : Ratification of Renewals of Building Space Leases with Baylor College of Medicine and the Houston Academy of Medicine. --The following lease agreements that have been executed by Executive Vice-Chancellor Walker for the Graduate School of Biomedical Sciences at Houston for renewal of Building space leases:
- a. With Baylor College of Medicine in the Texas Medical Center, 1,250 square feet of space in the Texas Medical Center for a one year period beginning September 1, 1969, at a rate of \$0.30 per square foot or \$375.00 per month, subject to a 30-day cancellation clause and payable from NASA grant funds (Grant No. NGR 44-012-099 or renewal thereof). This space will continue to be used for laboratory space for the Division of Graduate Studies.
  - b. With Houston Academy of Medicine, in the Jesse H. Jones Library Building, 1,061 square feet of space at \$0.42 per square foot or \$445.62 per month for a four-month period beginning September 1, 1969. This space will continue to be used for Regional Medical Program planning personnel, payable from Regional Medical Program Grant (No. GO3RM0000 7-01 or renewal thereof).
21. G. S. B. S. : Acceptance of Funds from Texas Medical Center for Inter Institutional Television System Facility. --The following resolution was adopted:

WHEREAS, At the meeting of the Board of Regents of The University of Texas System on August 1, 1969, a contract was awarded to Video Electronic Systems, Inc. for an Inter Institutional Television System Facility to be installed in the Texas Medical Center; and

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WHEREAS, The amount of the contract was \$148,548.12 and the total Legislative appropriation was \$75,000.00; and

WHEREAS, An additional \$75,000.00 was needed to fund this project; and

WHEREAS, The Texas Medical Center has provided a grant of \$75,000.00 for this project with the understanding that the television system will be operated by The University of Texas Graduate School of Biomedical Sciences as an inter institutional facility and with the understanding that it will be a cooperative endeavor to serve not only the institutions in the Medical Center but also medical and health oriented institutions in the surrounding area;

BE IT RESOLVED, That this grant of \$75,000.00 be accepted for the purpose and under the conditions expressed and that the sincere and deep appreciation of the Board be extended to the Texas Medical Center through its Executive Vice-President, Doctor Richard T. Eastwood.

22. Public Health School: Approval of Preliminary Plans, Site Location Deferred, Appropriation of Additional Architect's Fees, Request to Administration for Acquisition of Land for Building. --The preliminary plans and specifications for the Public Health School Building Program Phase II at The University of Texas School of Public Health at Houston as prepared by the project architects MacKie and Kamrath were approved with authorization to the architect to proceed with the working drawings and specifications with the understanding that the exact location of the building will not be decided until the Board of Regents' meeting on October 31. At that meeting the Administration is requested to present a recommendation as to the exact location.

The Administration was also authorized to try to obtain from the Texas Medical Center not only the three acre tract South of the Texas Medical Center Park but also the one plus acre tract on east side of the Texas Medical Center Park south of Holcombe Boulevard.

An appropriation of \$350,000 was authorized from Permanent University Fund Bond proceeds to cover the cost of Architect's Fees and miscellaneous expenses through the working drawing stage.

23. Policy: Procedure for Leases of Space. --It has been decided by the Administration and approved by this Committee that leases and all renewal of leases for space be submitted to the Regents as agenda items. It was further ordered that if a lease or a renewal of a lease has to be executed before the next Regents' meeting, it shall be sent through the Executive Committee.

REPORT OF BOARD FOR LEASE OF UNIVERSITY LANDS. --Regent Peace announced that the Board for Lease of University Lands would hold its meeting on Tuesday, September 16, at 2:00 p. m., at which meeting plans for the Oil and Gas Lease Sale on University Lands in December 1969 would be finalized.



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**REPORT OF LAND AND INVESTMENT COMMITTEE (Pages 29-45). --**  
The actions of the Land and Investment Committee in the report (Pages 29-45) presented by Committee Chairman Ikard were unanimously approved upon motion duly made and seconded by Regent Ximenes. The Vice-Chancellor for Investments, Trusts and Lands was authorized to execute all necessary instruments relating to real estate or mineral interests held or controlled by the Board of Regents as a part of the Permanent University Fund or as a part of any Trust or Special Fund when such instruments are approved by the appropriate official.

Permanent University Fund

A. Investment Matters

1. Report of Clearance of Monies to Permanent University Fund and Available Fund. --The following report with respect to monies cleared by the General Land Office to the Permanent University Fund and Available Fund for the current fiscal year through July, 1969, was received:

	July, 1969	Cumulative This Fiscal Year	Cumulative Preceding Fiscal Year (Averaged)
<u>Permanent University Fund</u>			
Royalty - Oil			
Gas - Regular	\$ 1,390,189.68	\$ 13,537,738.04	\$ 14,158,162.26
- F.P.C.	132,923.70	1,001,506.40	979,253.77
Water	124.77	429,964.37	- 0 -
Salt Brine	8,478.22	99,563.49	100,886.17
Rental on Mineral Leases	1,384.87	13,461.09	12,146.20
Rental on Water Contracts	1,692.65	296,006.08	213,118.40
Rental on Brine Contracts	100.00	3,211.46	960.63
Amendments and Extensions of Mineral Leases	100.00	200.00	- 0 -
	- 0 -	495,364.45	152,829.27
	<u>\$ 1,534,993.89</u>	<u>\$ 15,877,015.38</u>	<u>\$ 15,617,356.70</u>
Bonuses, Mineral Lease Sales (actual)	- 0 -	3,507,800.00	4,476,650.00
	<u>\$ 1,534,993.89</u>	<u>\$ 19,384,815.38</u>	<u>\$ 20,094,006.70</u>
<u>Available University Fund</u>			
Rental on Easements			
Interest on Easements and Royalty	\$ 55,605.10	\$ 379,087.50	\$ 277,756.16
Correction Fees-Easements	268.95	1,464.32	358.05
Transfer and Relinquishment Fees	- 0 -	- 0 -	- 0 -
	99.46	1,689.61	2,733.06
	<u>\$ 55,973.51</u>	<u>\$ 382,241.43</u>	<u>\$ 280,847.27</u>
<u>TOTAL - Permanent and Available University Funds</u>	<u>\$ 1,590,967.40</u>	<u>\$ 19,767,056.81</u>	<u>\$ 20,374,853.97</u>

Oil and Gas Development - July 31, 1969  
 Acreage under Lease 651,382  
 Number of Producing Acres 316,210  
 Number of Producing Leases 1,396

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B. Land Matters

1. Easements and Surface Leases Nos. 2968-2988, Material Source Permit Nos. 358-361, Assignments of Easement No. 1336, Mineral Lease No. 8 and Assignment of Sulphur Leases Nos. 9 and 10. --Easements and Surface Leases Nos. 2968-2988, Material Source Permit Nos. 358-361, Assignments of Easement No. 1336, Mineral Lease No. 8 and Assignment of Sulphur Leases Nos. 9 and 10 were approved as follows: (All are at standard rates, unless otherwise stated, and are on the University's standard forms. Payment has been received in advance unless otherwise stated. All have been approved as to form and content by the appropriate administrative officials, and the Vice-Chancellor for Investments, Trusts and Lands is authorized to execute the instruments.)

EASEMENTS AND SURFACE LEASES

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
2968	El Paso Natural Gas Company (renewal of 1407)	Pipe Line	Andrews	9	290.909 rds 6 5/8 inch	10/1/69- 9/30/79	\$334.55
2969	Atlantic Pipe Line Company (renewal of 1412)	Pipe Line	Ward	16	145 rds 4 1/2 inch	10/1/69- 9/30/79	84.10
2970	Pan American Petroleum Corporation	Surface Lease (Storehouse)	Andrews	5	Less than an acre	7/1/69- 6/30/79	500.00 (Full)
2971	Crane County Water Control and Improvement District Number One (renewal of 1357)	Pipe Line	Crane	31	1,556.54 rds. 16 inch	4/1/69- 3/31/79	No Consideration
2972	Gulf Oil Corporation (renewal of 1432)	Surface Lease	Crane	30	2.65 acres	1/1/70- 12/31/79	500.00 (Full)
2973	Community Public Service Company	Power Line	Winkler	21	274.97 rds	8/1/69- 7/31/79	159.48
2974	The Permian Corporation (renewal of 1336)	Pipe Line	Crockett & Upton	14	938 rds 3 inch	7/1/69- 6/30/79	544.04

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Easements and Surface Leases - Continued --

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
2975	El Paso Natural Gas Company (renewal of 1416)	Pipe Line	Andrews	1	330.907 rds various sized	11/1/69- 10/31/79	\$191.93
2976	El Paso Natural Gas Company	Surface Lease (Cathodic Protection Unit)	Hudspeth	F	Less than an acre	8/1/69- 7/31/79	50.00 (Full)
2977	Mrs. Violet and T. J. Murray (renewal of 1398)	Surface Lease (Business Site)	Andrews	13	Approximately 1 acre	8/1/69- 7/31/70	300.00*
2978	The Permian Corporation	Pipe Line	Reagan	3	626 rds 4 inch	9/1/69- 8/31/79	363.08
2979	Dorchester Gas Producing Company	Pipe Line	Reagan	2	66.67 rds 3 1/2 inch	8/1/69- 7/31/79	50.00 (Min.)
2980	Rio Grande Electric Cooperative Inc.	Power Line	Hudspeth	G	324.85 rds	8/1/69- 7/31/79	188.41
2981	Texaco, Inc.	Surface Lease (Consolidated tank battery)	Crane	30	1 acre	9/1/69- 8/31/79	50.00**
2982	Texaco, Inc.	Pipe Line	Crane	30	50.97 rds 2 inch	9/1/69- 8/31/79	50.00 (Min.)
2983	Texas Electric Service Company	Power Line	Andrews	1	325.58 rds	9/1/69- 8/31/79	188.84

\* Renewable year to year, not to exceed a ten year period. Consideration is for first year.  
 \*\*First year's consideration only.

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Easements and Surface Leases - Continued

No.	Company	Type of Permit	County	Location (Block #)	Distance or Area	Period	Consideration
2984	Mobil Oil Corporation	Pipe Line	Crane	30 & 31	3,885 rds 6 5/8 inch	9/1/69- 8/31/79	\$4,467.75
2985	Mobil Oil Corporation	Surface Lease (Compressor Station)	Crane	31	1.13 acres	9/1/69- 8/31/70	56.50*
2986	H. H. Calley (renewal of 1403)	Surface Lease (Business Site)	Reagan	11	200' x 250'	9/1/69- 8/31/70	250.00*
2987	Texaco, Inc. (Renewal of 1402)	Surface Lease (Salt Water Disposal Unit)	Martin	7	5 acres	8/18/69- 8/17/70	\$250.00*
2988	Texaco, Inc.	Surface Lease (Salt Water Disposal Unit)	Crane	30	1 acre	8/18/69- 8/17/70	250.00*

\*Renewable from year to year not to exceed a total of 10 years. Consideration shown is for the first year only.

MATERIAL SOURCE PERMITS

No.	Grantee	County	Location	Quantity	Consideration
358	Ace Construction Company	Crane	Block 30	5,150 cubic yds caliche	\$ 1,493.50
359	Texas Highway Department	Schleicher	Block 57	5,300 yards borrow	106.00
360	Joe's Welding Works	Andrews	Block 1	30 yards sand	50.00
361	Border Road Construction Company	Andrews	Block 3	235,899.5 tons & 30,184 cubic yards	20,710.86

ASSIGNMENT OF EASEMENTS

No.	Assignor	Assignee	Type of Permit	County	Location	Distance	Period	Consideration
1336	Gilcrease Oil Company	Western Ventures Incorporated (Later International Oil and Gas Corporation)	Pipe Line	Crockett & Upton	Block 14	938 rds 3 inch	2/1/62- 6/30/69	\$25.00*
1336	International Oil and Gas Corporation	K. K. Amini	Pipe Line	Crockett & Upton	Block 14	938 rds 3 inch	6/1/65- 6/30/69	25.00*
1336	K. K. Amini	The Permian Corporation	Pipe Line	Crockett & Upton	Block 14	938 rds 3 inch	8/9/66- 6/30/69	25.00*

\*Assignment Fees.

MINERAL LEASE

No.	Grantee	Period	Acres	County	Location	Brine Royalty Terms	Rental
8	J. W. Erwin & Welch Transport, a partnership	8/1/69- 7/31/74	5	Ward	Block 16	2¢ per barrel produced and sold or 12-1/2% of sale price, whichever is greater	\$100.00 annually

ASSIGNMENT OF LEASE

No.	Assignor	Assignee	Type of Lease	County	Location (Block #)	Area	Period	Consideration
S-9	Bear Creek Mining Co.	Kennecott Exploration, Inc.	Sulphur	Pecos	18	659.799 acres	6/30/69- 12/13/72	-0-
S-10	Bear Creek Mining Co.	Kennecott Exploration, Inc.	Sulphur	Pecos	18	659.799 acres	6/30/69- 12/13/72	-0-

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2. Report of Release of Prospecting Permit and Mineral Lease No. 5 (Originally Granted to A. H. McRae and Later Assigned) by Ranchers Exploration and Development Corporation, Block 16, Ward County. -- Vice-Chancellor Shelton reported that the Ranchers Exploration and Development Corporation had fully released its interest and rights under Prospecting Permit and Mineral Lease No. 5 relating to minerals other than oil, gas, potash and sulphur on 1,285.2 acres in Sections 2 and 10, Block 16, University Lands, Ward County, Texas. The original permit was granted to A. H. McRae in April 1968 and assigned to Ranchers Exploration and Development Corporation in December 1968.
3. Approval of Prospecting Permit and Mineral Lease No. 6 to Allwest Mining Company, Block 14, Andrews County. -- Approval was granted under the terms listed below for Prospecting Permit and Mineral Lease No. 6 to Allwest Mining Company of Phoenix, Arizona. This permit and mineral lease relates to the minerals other than oil, gas, potash or sulphur, on Sections 6, 7, 8 and 9, Block 14, University Lands, Andrews County, containing 1,288 acres:

Prospecting Permit

Term - Two years, effective 9-12-69.

Consideration - \$2.00 per acre now, for a total of \$2,576, and \$1.00 per acre at the end of one year.

Exploration obligation - At least three core tests to be drilled, and holes logged during first year.

Cash bond - \$2,000 cash bond to be posted by the Permittee within 30 days.

Mineral Lease

Provided all terms of the Prospecting Permit have been complied with, Permittee will have an option to purchase a lease covering the minerals, other than oil, gas, potash and sulphur, on all or any part of the acreage covered by the Prospecting Permit on the following terms:

Term - 5 years and as long thereafter as minerals are produced in paying quantities.

Consideration - \$25.00 per acre on acreage selected.

Royalty - A sliding scale, based on grade of the ore, ranging from 8% to 20%.

Size of Lease - Leases would not cover more than one section of land.

Development obligation - Suitable provisions to be incorporated for development minimums.

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4. Surface Leasing Policies, Rate Schedule and Damage Schedule on University of Texas Lands, Effective October 1, 1969. --Surface leasing policies, rate schedule and damage schedule on University of Texas lands, as adopted on December 17, 1966 and January 28, 1967 and reflected in the minutes of March 1967, were revised as follows:

THE UNIVERSITY OF TEXAS SYSTEM

SURFACE LEASING POLICIES ON WEST TEXAS LANDS

Effective October 1, 1969

1. Length of Grazing Lease--Five years, with a five-year extension at an increased rental.
2. Conditions of Extension--The extension will be effective only if lessee completes a range conservation and/or a ranch improvement program outlined under the terms of the lease. The Land Agent, a representative of SCS and the grazing lessee will evaluate and determine what conservation and improvement programs are needed on the lease. All programs must be completed during the first five years of the lease with range management in effect the full 10 years. If the lessee at any time during the term of the lease does not show good faith and follow diligently the programs outlined, the University after proper notification and at its option will have the right to terminate this lease.
3. Renewal of Grazing Lease--If lessee has practiced good range management and conservation and is willing to enter into such additional programs as will be outlined in the lease, he, his heirs, devisees, or assigns will be given first preference of renewal at a renegotiated price. However, it will be understood that the University shall not be obligated in any way to renew the lease.
4. Rental Rates--Rental rates will be based on the number of animal units the lease is capable of carrying as determined by Land Agent (currently \$15.00 per animal unit per year).
5. Livestock Limits--The University will set the stocking rate of animal units allowed on each lease. If lessee chooses to run more livestock than the allowed rate and the excess rate does not harm range conditions he may do so by requesting in writing and receiving permission in writing from the Land Agent. For this privilege, he will pay the University \$2.00 per animal unit per month for all stock in excess of the allowed rate.
6. Pasturing Stock Other than Own--A lessee after requesting in writing and receiving permission in writing from the Land Agent will be allowed to pasture stock other than his own for a period not to exceed 6 months. Under no conditions will a lessee be allowed to sublet his grazing lease.
7. Size and Number of Leases--There shall be no restrictions on the size of a grazing lease or the number of leases held by a family, partnership or similar entity. No lease shall be divided unless each will be an economic operating unit.
8. Limitations Regarding Lessees--In renewing, assigning or making new grazing leases, all things being equal, preference shall be given to Texas residents.



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9. Farming--Irrigated farming shall be permitted in those areas where water does not have commercial priority or where water is being drained from under University lands. Provision shall be made in the grazing lease form to permit separation of irrigated land from the basic grazing lease without permission of the lessee. No dry land farming will be permitted on University lands without first requesting in writing and receiving permission in writing from the Land Agent. Lands removed from the grazing lease for farming purposes will be subject to additional rental.
10. Oil Fields--At the discretion of the Land Agent, grazing areas containing a sizable oil field shall be removed from the basic grazing lease. All grazing leases are subject to the development and prospecting for oil and gas or other minerals, also to the issuance by lessor of easements and rights-of-way.
11. Damage Payments--The University will receive all monies to be paid from operations on lands leased to a grazing lessee pursuant to the Schedule of Damages. This money will be paid to the University to be held for range conservation and/or ranch improvements on University lands. The funds so collected will be allocated to grazing lessees for range conservation and/or ranch improvements by a Committee composed of the Chairman of the Land and Investment Committee of the Board of Regents, the Vice-Chancellor for Investments, Trusts and Lands, and the University Land Agent, with preference to be given to the lease for which such damages were paid. An annual report will be submitted to the Board of Regents.  
  
Payments for damages resulting from negligence, such as loss or injury to livestock or excessive grass damage, are to be paid directly to the grazing lessee. In the event of disagreement between the grazing lessee and the operator, the University will arbitrate and fix damage payments.
12. Improvements--The University will require a lessee to maintain ranch improvements at his own expense. All improvements on University Lands are the property of the University.
13. Ingress and Egress--The University will be allowed to authorize its oil, gas and mineral lessees, geophysical exploration and other permittees the right of ingress and egress over land adjacent to University land owned or controlled by University lessees.
14. Hunting Rights--The lessee shall have the right to control hunting on his grazing lease, provided that the University shall be entitled to one-half of any consideration received for hunting. Where such consideration is received, annual reports and payments shall be made to the Land Agent.
15. Assignment of Grazing Lease--Assignment of a grazing lease requires written permission of the University, with the University to receive one-half of any bonus paid by assignee.
16. Records--When requested to do so by the University, records shall be maintained and reports shall be furnished to the Land Agent by the lessee as to the number, ages and type of livestock grazed on the lease and as to such other matters as may be considered necessary or appropriate.

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THE UNIVERSITY OF TEXAS LANDS  
 RATE SCHEDULE EFFECTIVE OCTOBER 1, 1969  
 (Payable to The University of Texas System)

I. PIPE LINE EASEMENTS

	<u>Proposed Rate</u>	<u>Current Rate</u>
A. Standard rates for varying sizes of pipe line, OD diameters, the rates being per rod for a 10-year period, payable in advance:		
1. Lines under 6 inches	\$ 0.65	\$ 0.58
2. Lines 6 inches and under 12 inches	1.30	1.15
3. Lines 12 inches and under 25 inches	2.00	1.73
4. Lines 25 inches and under 36 inches	2.75	Negotiated
5. Lines 36 inches and over	3.50	Negotiated
B. <u>MINIMUM</u> for a pipe line easement \$50.00		
C. <u>FILING FEE</u> in the amount of \$5.00 made payable to the <u>General Land Office</u> must be submitted with all easements		

II. POWER AND TELEPHONE LINE EASEMENTS

A. Standard rates for varying types of lines, the rates being per rod for a 10-year period, payable in advance:		
1. Single Pole construction	0.60	0.58
2. Buried telephone cable	0.65	0.58
3. H-Frame pole construction	1.00	0.86
4. Steel Tower construction	3.00	Negotiated
B. <u>MINIMUM</u> for a power or telephone line easement \$50.00		
C. <u>FILING FEE</u> in the amount of \$5.00 made payable to the <u>General Land Office</u> must be submitted with all easements		

III. SURFACE LEASE (other than grazing)

A. Standard rate, not to exceed a 10-year period:		
1. Plant Sites, Booster Stations, etc., per acre per year	20.00	15.00
2. Business sites, residential sites, and other miscellaneous leases	Negotiated	Negotiated
B. <u>MINIMUM</u> for any type surface lease \$50.00 per year		
C. <u>NO FILING FEE</u> required		

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IV. MATERIAL SOURCE PERMITS (Caliche, etc.)

	<u>Proposed Rate</u>	<u>Current Rate</u>
A. Standard rate for one project		
1. Per cubic yard, under 20,000 cubic yards	\$ 0.30	\$ 0.29
2. 20,000 cubic yards or over	Negotiated (\$0.10 min.)	Negotiated (\$0.10 min.)
B. <u>MINIMUM</u> for each permit \$50.00		
C. Separate check must be submitted for State Sales Tax at the then current rate		
D. <u>NO FILING FEE</u> required		

V. ASSIGNMENTS, TRANSFER OR CORRECTION OF EASEMENTS, LEASES, ETC.

	50.00	25.00
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(The only exception will be if other consideration, in the amount of \$50.00 or more, such as for bonus for grazing leases, is paid to The University of Texas System.)

VI. GEOPHYSICAL OPERATIONS

A. Damage payments for Geophysical Operations shall be as follows:

1. Gravity meter and magnetometer survey operations, per crew, per day.	20.00	10.00
2. Single shot (reflection or refraction shooting), per shot hole	10.00	10.00
3. Seismic weight-dropping, vibrators, Dinoseis operations per mile (Maximum payment per day \$150.00)	75.00	Per day Basis
4. Shooting crews per mile (Maximum payment per day \$300.00)	150.00	Per shot hole pattern

B. Damage payments for Geophysical Operations in Hudspeth and El Paso Counties or which do not come under the above classifications will be negotiated.

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THE UNIVERSITY OF TEXAS LANDS

DAMAGE SCHEDULE EFFECTIVE OCTOBER 1, 1969

GUIDELINES FOR OPERATING UNDER THIS SCHEDULE

All monies for damages outlined in this schedule are to be paid to The University of Texas System for the benefit of the grazing lease on which it occurred. A letter of transmittal must be submitted with damage payments showing grazing lessee's name, type of work, County, Block and Section.

The payment of the standard damage rates do not in any way limit the liability of a company or operator in an action at law for any damages caused by reason of acts of negligence. Payment for acts of negligence, such as loss or injury to livestock or excessive grass damage, is to be paid directly to the grazing lessee. In the event of a disagreement between the grazing lessee and operator, the University will arbitrate and fix damage payments.

No fence can be cut or cattle guards installed without permission of the University Land Agent and Oil Field Supervisor.

All operators must notify Land Agent and Oil Field Supervisor and grazing lessee before any operations begin.

All standard damage payments or correspondence concerning this schedule must be mailed to:

Mr. Billy Carr  
University Land Agent and Oil Field Supervisor  
P. O. Drawer 553  
Midland, Texas 79701

	<u>Proposed Rate</u>	<u>Current Rate</u>
A. Well Locations (As permitted by Railroad Commission)		
1. 14,000 feet or less, per location	\$150.00	\$100.00
2. In excess of 14,000 feet, per location	300.00	250.00
3. Re-entry (No charge until expiration or release of lease, then rates shown under (1) and (2) are to be followed.)		
The above rates include space for tank batteries		
4. Skidding of rig, prorated per mile	100.00	50.00
5. New road construction, prorated per mile	100.00	50.00
B. Pipe line construction (OD diameters)		
1. Water and fuel lines used for drilling purposes	0.25	0.10
2. Unburied lines, per rod	0.40	0.25
3. Lines under 6 inches, per rod	0.60	0.50
4. Lines 6 inches and under 12 inches, per rod	0.80	0.75
5. Lines 12 inches or over, per rod	1.00	1.00
6. Removal of buried lines, per rod	0.40	0.25

	Proposed Rate	Current Rate
C. Power and telephone line construction		
1. Single pole, per mile	60.00	50.00
2. Buried cables, per mile	60.00	50.00
3. H-Frame or steel tower, per mile	100.00	75.00
4. Removal of line, per mile	40.00	25.00
5. Removal of buried cable, per rod	0.40	0.25
D. Material source permits and road access use		
1. Per entry and use of access road	50.00	50.00
(Before caliche can be removed, permission must be obtained from the University Land Agent and Oil Field Supervisor or his representative, and at his request pits must be levelled in an acceptable manner.)		

## II. Trusts and Special Funds

### A. Real Estate Matters

1. U. T. Austin: Hogg Foundation - Will C. Hogg Fund: Approval of Joinder with Mrs. Alice Nicholson Hanszen in Oil and Gas Lease to Texaco, Inc. Covering 5 Acres, J. S. Hogg Subdivision, Brazoria County. -- Approval was given for the Board of Regents as Trustees of the Hogg Foundation - W. C. Hogg Fund, to join Mrs. Alice Nicholson Hanszen in an oil and gas lease to Texaco, Inc. covering 5 acres described as Lot 8, J. S. Hogg Subdivision, Brazoria County for a three year lease at \$100 per acre bonus, 1/6th royalty, and \$5 per acre annual delay rental. The University owns an undivided 7/12ths of the minerals to a depth of about 1,500 feet and Mrs. Alice Nicholson Hanszen owns the other 5/12ths. (This tract was under lease to Mr. Claud Hamill when it was purchased from Miss Ima Hogg in 1958 and was later assigned by Mr. Hamill to Texaco, Inc., and released by Texaco early in 1969.)
2. U. T. Austin: Hogg Foundation - Will C. Hogg Memorial Fund: Exercise of Option by Ben G. Sewell, Trustee, to Purchase Property at Main and Clay in Houston, Texas, and Authorization of Sale. -- Approval was given to the following resolution:

WHEREAS, On May 2, 1969, the Board of Regents authorized an option to purchase in favor of Ben G. Sewell, Trustee, the Hogg Foundation - Will C. Hogg Memorial Fund property at Main and Clay, as more particularly described in the resolution below, at \$44 per square foot; and

WHEREAS, Mr. Sewell paid \$16,000 to extend the option to August 11, 1969; and

WHEREAS, Mr. Sewell gave notice prior to August 11, 1969, for exercise of the option and paid an additional \$34,000, a total of \$50,000 earnest money; and

WHEREAS, The total consideration amounts to \$873,928, payable \$150,000 down including the \$50,000 earnest money and the balance in the form of a note in the amount of \$723,928 signed by the purchaser as Trustee and secured by a vendor's lien and deed of trust, payable \$225,000 eighteen months from date, \$225,000 thirty months from date, and \$273,928 forty-two months from date with interest at 7-1/2 per annum, payable semi-annually, and with full on-or-before privileges; and

WHEREAS, The sales commission of 5% will be paid to W. A. Horne Co. in installments when each payment, including the down payment, is made on the purchase price:

BE IT RESOLVED, That the following resolution be adopted:

WHEREAS, by deed dated July 1, 1939, Mike Hogg, as Independent Executor of the Estate of W. C. Hogg, deceased, granted and conveyed to the Board of Regents of The University of Texas certain properties more specifically described in a certain deed which was executed under the authority granted by the will of W. C. Hogg, deceased, with full power in the Board of Regents of The University of Texas to sell, dispose of, and convey the property, the deed being recorded in Volume 1127, page 463, et seq., of the Deed Records of Harris County, Texas, to which deed reference is made for all purposes; and

WHEREAS, Ben G. Sewell, Trustee, has made an offer to purchase the following described premises situated in Houston, Harris County, Texas, the same being a part of those lands referred to above:

19,862 square feet of land out of Block 295, S. S. B. B., City of Houston, Harris County, Texas, said 19,862 square feet of land being the tract of land once owned by Guardian Trust Company, as Trustee, according to Map of record in Volume 124, Pages 550 et seq of the Contract Records of Harris County, Texas, and being more particularly described as follows:

COMMENCING at the City Engineering Department Reference Monument in Main Street at Polk Avenue;

THENCE South 55 degrees 00 minutes East 45.0 feet to a point;

THENCE South 35 degrees 00 minutes West 158.90 feet to an iron rod in the East right-of-way line of Main Street 90.0 feet wide, for the Northwest corner and PLACE OF BEGINNING of the 19,862 square feet of land herein described;

THENCE along the North line of the Guardian Trust Co., Trustee tract, shown in Map of record in Volume 124, Pages 550 et seq of the Contract Records of Harris County, Texas, South 55 degrees 00 minutes East 151.50 feet to an iron pipe for corner;

THENCE along the West line of Lots 3, 2 and 1 in said Block 295, S. S. B. B., South 35 degrees 00 minutes West 131.10 feet to an iron rod, the Southeast corner of Lot 12 in said Block 295;

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THENCE along the North right-of-way line of Clay Avenue, North 55 degrees 00 minutes West 151.50 feet to an iron rod marking the South-west corner of said Block 295;

THENCE along the East right-of-way line of Main Street, North 35 degrees 00 minutes East 131.10 feet to the PLACE OF BEGINNING containing 19,862 square feet of land.

WHEREAS, this offer is duly accepted by the Board of Regents of The University of Texas System, as Trustee of the Hogg Foundation: W. C. Hogg Memorial Fund, such sale being advantageous to the said Hogg Foundation:

NOW, THEREFORE, BE IT RESOLVED, That the Chairman of the Board of Regents of The University of Texas System be and he is hereby authorized and directed to execute, acknowledge, and deliver a proper deed conveying the above described property to Ben G. Sewell, Trustee, for and on behalf of the Board of Regents of The University of Texas System, as Trustee of the Hogg Foundation: W. C. Hogg Memorial Fund, when said deed has been approved as to subject matter by the Vice-Chancellor for Investments, Trusts and Lands and as to form by the University Attorney and upon receipt of the consideration and to perform any and all acts necessary to complete this transaction, and that the Secretary of the Board is authorized and directed to attest the deed and affix the common seal of the Board of Regents of The University of Texas System.

3. U. T. Austin: Brackenridge Tract - Lease of Boat Town Facilities to James A. Maines, Effective January 1, 1970. -- Approval was given to lease the Boat Town Property (Brackenridge Tract - one acre of land situated on the west side of Lake Austin Boulevard and fronting on Lake Austin) to Mr. James A. Maines for one year beginning January 1, 1970 at a monthly rental of \$150 and under the same general terms as the current lease except the University will have the right of cancellation on 90 days' notice for any reason other than leasing it to another private operator and Mr. Maines will have the right to cancel on 90 days' notice.

All improvements will remain on the property upon termination of the lease; any significant alterations of the present improvements or the construction of additional improvement will be subject to approval by the University; the lessees will carry full fire and extended coverage on the improvements with the policies in the name of the Board of Regents, as well as liability insurance reasonable for an operation of this type.

B. Gifts, Bequests and Estate Matters

1. U. T. Austin: Acceptance of Bequest Under the Will of Miss Mathilde Kleberg. -- The following resolution was adopted:

WHEREAS, Miss Mathilde Kleberg of Austin in the codicil to her will, made the following bequest to The University of Texas at Austin;

"One-half ( $\frac{1}{2}$ ) of such property and estate shall be paid by my Executor hereinafter named to The Board of Regents of The University of Texas, the same to be administered by The Board of Regents of The University of Texas as a "Trust Fund" in honor of my father for the establishment, maintenance and support of The Randolph Kleberg Law Library Library in the Law School of the University of Texas at Austin, Texas."

WHEREAS, a check has been received from the Austin National Bank, the Executor of the Estate, in the amount of \$55,943.37, \$53,362.26 of which is one-half of the net estate and \$2,581.11 of which represents one-half of the income earned by the estate during the period of administration;

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, That the bequest under the will of Miss Mathilde Kleberg be accepted with deep appreciation and that as requested in the bequest these funds be administered as a "Trust Fund" in honor of Randolph Kleberg, her father, for the establishment, maintenance and support of The Randolph Law School Library in the Law School of The University of Texas at Austin, Texas.

C. Bond Matters

1. U. T. Austin: Student Fee Revenue Bonds for Buildings and Land Acquisition (Skiles Act, \$4,000,000-\$5,000,000). -- Upon recommendation of Vice-Chancellor Shelton, processed through appropriate channels and concurred in by Deputy Chancellor LeMaistre, it was authorized that Student Fee Revenue Bonds be issued under the Skiles Act (Article 2654 c-1) in an amount of \$4,000,000-\$5,000,000 for The University of Texas at Austin with the understanding that the exact amounts, the bond counsel, the bond consultant, and the timing of the sale of the bonds would be presented for consideration at a later meeting.



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2. U. T. El Paso: Student Fee Revenue Bonds for Buildings and Land Acquisition ( Skiles Act, \$1, 125, 000-\$1, 500, 000). -- Upon recommendation of Vice-Chancellor Shelton, processed through appropriate channels and concurred in by Deputy Chancellor LeMaistre, it was authorized that Student Fee Revenue Bonds be issued under the Skiles Act (Article 2654 c-1) in an amount of \$1, 125, 000-\$1, 500, 000 for The University of Texas at El Paso with the understanding that the exact amounts, the bond counsel, the bond consultant, and the timing of the sale of the bonds would be presented for consideration at a later meeting.

### III. Other Matters

- A. Reports of Securities Transactions for Permanent University Fund and for Trust and Special Funds for the Month of July 1969. --The reports of Securities Transactions for Permanent University Fund and for Trust and Special Funds for the month of July 1969, as submitted by the Executive Director of Investments, Trusts and Lands were approved by mail ballot and are attached to (Attachment No. 2) and made a part of the minutes following Page PH-1 of Attachment No. 1.
- B. Progress Reports for Information: 1. Study of Collection of Royalty on Gas Production of University Lands and 2. Long Range Study on Utilization of University Lands. --1. As a matter of general information to the Regents, Committee Chairman Ikard reported that in connection with the study being made by Mr. A. W. Walker, Jr. on the collection of royalty due the Permanent University Fund on gas production on University land he has requested statements from Doctor George H. Fancher and from W. R. Cavett, both of Austin, Texas, pursuant to the request made at the Regents' meeting on August 1, 1969.
2. Vice-Chancellor Shelton reported that with respect to the study of mineral resources other than oil and gas on University lands the arrangement with respect to the study by Doctor Peter T. Flawn, Director of the Bureau of Economic Geology, has been finalized and that with respect to the long-range study of University lands the remainder will be done in a large part by the staff and "we hope to get along with it fairly soon."
- C. Report Relating to the Texas Torts Claims Act (H. B. No. 456, 61st Legislature). --Chairman Erwin requested that Vice-Chancellor Shelton present a recommendation with respect to the Texas Torts Claims Act (House Bill No. 456, 61st Legislature) at the next meeting.

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REPORT OF MEDICAL AFFAIRS COMMITTEE (Pages 46-53). --The following actions of the Medical Affairs Committee in the report presented by Committee Chairman Josey were approved without objection upon motion of Regent Ximenes, seconded by Regent Ikard:

1. Galveston Medical Branch: Amendment No. 1 to the Bylaws and Rules and Regulations of the Medical Staff of the Hospitals. -- The Bylaws and Rules and Regulations of the Medical Staff of the Hospitals of The University of Texas Medical Branch at Galveston as recorded in the Regents' minutes of June 20, 1969, were amended (Amendment No. 1) by changing the paragraph relating to the Infection Committee in Section 2 of Article VI to read as follows:

Section 2. Committees

The Infection Committee shall consist of members of the Medical Staff, administration, nursing service, and others having to do with investigation, control, and prevention of infections. It is urged that this committee collaborate closely with local health and state health officers as well as resort freely to the use of consultants. The Infection Committee will meet regularly at monthly or more frequent intervals and submit monthly reports to the Chief of Staff at the regular Executive Committee Meeting. The responsibilities of the Infection Committee include the following: 1) to develop a system of reporting diseases and keeping records which can serve as a basis for studying infections; 2) to investigate cases of infection and review infection rates; 3) to establish infectious disease control procedures and policies and make recommendations relative to their enforcement, including immediate notification to chiefs of departments and services, of practices contrary to approved Hospital Isolation policies; 4) to determine that adequate bacteriological laboratory facilities are available; 5) to develop an infectious disease prevention orientation program including a continuing educational program for medical and hospital personnel; 6) to recommend to the Executive Committee of the Medical Staff control measures relative to the indiscriminate use of antibiotics, and rules and regulations relative to infectious disease medical practice; 7) to foster investigative efforts relative to infectious disease control; and 8) to serve in an advisory capacity to the hospital administrator in the organization, planning and control of the infectious disease program.

2. U. T. Houston: Affiliation Agreement with Houston Academy of Medicine. --Upon motion duly made and seconded, it was:

RESOLVED, That the Affiliation Agreement on Pages 47-53 with the Houston Academy of Medicine be approved. This Affiliation Agreement will replace the operating agreement between the Houston Academy of Medicine and The University of Texas at Houston authorized at the Regents' meeting on April 19, 1968, if and only if the Affiliation Agreement has been executed by Houston Academy of Medicine on or before October 25, 1969, and thereafter by the Board of Regents.

AND BE IT FURTHER RESOLVED, That the Chairman of the Board be authorized to execute this agreement when it has been approved as to form by a University Attorney and as to content by the Executive Vice-Chancellor for Health Affairs, or if an Executive Vice-Chancellor for Health Affairs has not been appointed, by the Deputy Chancellor:

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AGREEMENT

THE STATE OF TEXAS

COUNTY OF HARRIS

This AGREEMENT is executed on \_\_\_\_\_, 1969,  
between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM on  
behalf of The University of Texas at Houston, sometimes referred to as  
"Texas Units" in this agreement, and the HOUSTON ACADEMY OF MEDICINE,  
sometimes referred to as "Academy" in this agreement, WITNESSETH:

WHEREAS, The University of Texas at Houston, which consists of  
five separate dental and medical units, needs to have available for its  
students and faculty an excellent medical library; and

WHEREAS, The Houston Academy of Medicine now operates an  
excellent medical library under the name of "The Houston Academy of  
Medicine Library for The Texas Medical Center", sometimes referred to as  
"Academy Library" in this agreement; and

WHEREAS, The Academy and Texas Units agree that neither the  
Academy, Texas Units, nor any other institution in the Texas Medical  
Center would have its best interest served by establishing independent  
libraries and thus duplicating services:

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

Sec. 1. MUTUAL RESPONSIBILITIES

The Academy agrees to transfer title to the Board of Regents of The  
University of Texas System a tract of land, acceptable to the Board of Regents,  
on property adjacent to the Jesse Jones Library Building in the Texas Medical  
Center at Houston, Texas, and the Board of Regents of The University of Texas  
System agrees to construct a library facility on such property to be known as  
The University of Texas Library.

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Sec. 2. RESPONSIBILITIES OF ACADEMY

(a) The Academy agrees that the responsibility for the administration, operation, and supervision of the Academy Library is vested in Texas Units.

(b) The Academy agrees to transfer the entire library collection owned by the Academy Library in the Jesse Jones Library Building to The University of Texas Library.

(c) The Academy agrees that it will not be necessary for the Academy Library collection to be retained as a distinct part of The University of Texas Library; however, each book, manuscript, or periodical owned by the Academy Library or others, shall be suitably marked as mutually agreed upon to show those volumes owned by the Academy or other participants.

Sec. 3. RESPONSIBILITIES OF TEXAS UNITS

(a) Texas Units agrees to operate, administer, and supervise the collection of books, manuscripts, and periodicals owned by the Academy Library or others, as well as books, manuscripts, and periodicals owned by Texas Units.

(b) Texas Units agrees that all books, manuscripts, and periodicals owned by the Academy or others and located in the Academy Library at the date of transfer to The University of Texas Library, shall remain the property of those owners. After the date of transfer, the Academy or others may designate any books, manuscripts, or periodicals for general library use as set forth in Sec. 2 (c). All general acquisitions will inure to the Texas Units.

(c) Texas Units agrees that all members of the Academy and students and faculty of the institutions in the Texas Medical Center shall have the right to use the facilities of the combined Academy Library and The University of Texas Library on a basis consistent with that accorded students and faculty of Texas Units.

(d) Texas Units agrees as part of the consideration for the right to administer the Academy Library that Texas Units will furnish a qualified medical librarian to serve as an Executive Officer for the combined libraries and to grant such officer tenure.

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(e) A Library Board shall be organized to advise in the operation of the Library. Responsibility for appointments to the Library Board is that of the Texas Units. It is recognized that the best interests of the Texas Units and of the Library will be served by having those institutions sharing a common interest in the excellence of the Library represented on the Library Board. Therefore, it is hereby agreed that the initial appointments shall consist of one representative from each of the following institutions:

The Houston Academy of Medicine;  
The Texas Medical Center, Inc.;  
Baylor University College of Medicine;  
The University of Texas at Houston; and  
Texas Woman's University.

Annually thereafter, the Chairman of the Board of Trustees of the Academy, who will serve as chairman of this Board, will request from the representative institutions renominations or substitute nominations, and will recommend for reappointment or appointment such nominees as members of the Library Board for the succeeding year. The Library Board shall make an annual determination and recommend whether to add one or more institutions entitled to nominate one or more members of the Library Board, or to drop one or more institutions from the list, it being recognized that the Library Board should be always representative of the institutions most interested in the development of the Library. It is recognized that each of the institutions will be represented on the Library Board in proportion to their continuing financial responsibility to the Library and commensurate with their utilization thereof and benefit derived therefrom.

The Library Board shall have the following responsibilities:

- (1) To periodically meet with the Executive Officer of the Library and advise as well as support him in its operation;
- (2) To consult in the preparation of the annual budget and expend whatever efforts are necessary to support the Executive Officer in obtaining funds;

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- (3) To advise regarding policies determining services and administration of the combined Academy Library and The University of Texas Library;
- (4) To advise regarding the establishment of rules and regulations for the administration of The University of Texas Library for the various educational institutions that make extensive use of The University of Texas Library;
- (5) To recommend the "use charge" on a formula basis for the various educational institutions which make extensive use of the library and each member shall be responsible for obtaining these funds from his respective institution;
- (6) To enforce the established rules as they apply to the Board member's respective institution;
- (7) To cooperate in providing all appropriate measures for preserving, protecting and augmenting all properties of the Library;
- (8) To recommend persons for consideration to be appointed to the Advisory Committee.

(f) The Texas Units has the following authority and responsibility for the combined Academy Library and The University of Texas Library: They shall consult with the Library Board as set forth in Sec. 2(e).

- (1) Set the annual budget of The University of Texas Library and expend whatever efforts are necessary to provide sufficient funds to underwrite that budget;
- (2) Establish policies determining services and administration of the combined Academy Library and The University of Texas Library;
- (3) Be certain that a qualified medical librarian is employed to serve as Executive Officer for The University of Texas Library

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and to employ whatever additional personnel are necessary for an efficient administration and to fix the salaries or wages;

- (4) Establish and enforce rules and regulations for the administration of The University of Texas Library for the various educational institutions that make extensive use of The University of Texas Library, violations to be reported to the institutional representative on the Library Board.
- (5) Purchase publications, supplies, furnishings, and equipment which shall be the property of Texas Units;
- (6) Provide all appropriate measures for preserving, protecting and augmenting all properties of The University of Texas Library, including books, manuscripts, periodicals, and other materials;
- (7) Develop and impose a use charge against the institutions and groups that use The University of Texas Library through their representatives on the Library Board.

(g) The ownership of all future acquisitions to the combined library shall inure to The University of Texas Library, except as provided in Sec. 3 (b).

#### Sec. 4. THE ADVISORY COMMITTEE

While full operating responsibility for the combined library operation will be vested in Texas Units, these Units agree that the best interests of all of the institutions sharing a common interest in the excellence of medical education would be best represented by the development of a University of Texas Library Advisory Committee. This Advisory Committee will be appointed by the Board of Regents of The University of Texas System and will be composed of representatives of the lay public, the Academy, Texas Units, other institutions in the Texas Medical Center, and other distinguished Texans. The responsibility of this committee will be solely to advise and make recommendations to the Executive Officer of The University of Texas Library.

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**Sec. 5. ANNUAL REPORT**

Texas Units agrees that the Executive Officer of the combined library operation will make an annual report to the Library Board on the operation of the library. This annual report shall include statements on the use of the library, acquisitions, lost books, total current journals, total volume of books, financial information, and such other matters as may reflect the activities of the Library. The Executive Officer shall insure that those participating in the use charge arrangement receive a copy of the annual report.

**Sec. 6. AMENDMENT**

This agreement may be amended in writing to include any provisions the parties may agree upon.

**Sec. 7. PERIOD OF AGREEMENT**

This agreement is for a period of one year from its effective date, and thereafter from year to year unless terminated by either party on six months' written notice. However, such termination shall in no way affect the fee simple title of the Board of Regents of The University of Texas System referred to in Section 1 of this agreement.

This is a fully integrated agreement and no parol agreements of any kind, unless incorporated by reference, are intended by the parties hereto to modify, expand or in any way affect this agreement.

This agreement has been approved by the Board of Regents of The University of Texas System by resolution dated September 12, 1969, and to be effective must be approved and signed by the Houston Academy of Medicine on or before October 25, 1969. This contract is signed by the



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Chairman of the Board of Regents pursuant to that resolution.

EXECUTED IN DUPLICATE this \_\_\_\_\_ day of \_\_\_\_\_, 1969.

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM,  
For the use and benefit of  
The University of Texas  
at Houston

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Frank C. Erwin, Jr.  
Chairman

BOARD OF TRUSTEES OF THE  
HOUSTON ACADEMY OF MEDICINE

ATTEST:

\_\_\_\_\_  
Joseph T. Ainsworth, M.D.  
Secretary-Treasurer

By \_\_\_\_\_  
James H. Sammons, M.D.  
President

Approved as to Form:

Approved as to Content:

\_\_\_\_\_  
University Attorney

\_\_\_\_\_  
Executive Vice-Chancellor  
for Health Affairs

- 3. M. D. Anderson: Joint Meeting of the Board of Regents as Trustees of the University Cancer Foundation and the Board of Visitors of the University Cancer Foundation. --A joint meeting of the Board of Regents of The University of Texas System as Trustees of the University Cancer Foundation and the Board of Visitors of the University Cancer Foundation, which is an Advisory Council to the Foundation, was tentatively scheduled to be a luncheon meeting on January 23, 1969, in Houston.

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**COMMITTEE OF THE WHOLE**  
(Pages 54-262)

The following actions of the Committee of the Whole as presented in a report by Vice-Chairman Josey were adopted without objection:

**REGENTS' RULES AND REGULATIONS, PART ONE: AMENDMENTS TO CHAPTER VI (STUDENT SERVICES AND ACTIVITIES), SECTION 3. (18) AND SECTION 6.** --The necessary rules were suspended and the following amendments to the Regents' Rules and Regulations, Part One were adopted as follows to be effective immediately:

- a. Chapter VI was amended by adding a new Section 3. (18) and is reported on Page 3 as a part of the report of the Executive Committee.
- b. Chapter VI, Section 6 was amended by substituting in lieu of Section 6. 11 the following:

6. 11 Commercial solicitations will not be authorized on the campus of any component institution of The University of Texas System, except as otherwise provided in this section. Commercial solicitations include the sale, contract of sale, advertisement or promotion for sale, disposition of or contract to dispose of any item of personal property; the inducement of any person, group, or organization to contract with regard to any item of personal property, service, or anything that the offerer may offer; or the solicitation of funds or personal property. The following commercial solicitations are permissible:

- (1) commercial solicitations in a Student Union Building that have been approved by the Board of Directors or by the appropriate union governing body subject to applicable institutional rules and regulations and applicable Regents' Rules and Regulations;
- (2) the sale of any authorized student publication or any publication authorized by an agency of a component institution;
- (3) any commercial solicitation made pursuant to a contract or agreement between the administration of a component institution and the vendor;
- (4) the sale of any newspaper or other publication by means of a vending machine located in a campus building, if a certain area or areas within a campus building have been designated in advance by the institutional head or his representative as appropriate for such sales; and
- (5) any commercial solicitation necessary for the normal administration, operation, and maintenance of any component institution as an educational institution.

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REGENTS' RULES AND REGULATIONS, PART TWO: AMENDMENTS TO CHAPTERS I, II, III (GIFTS AND GENERAL POLICIES), AND XII (RESIDENCE). --In order to incorporate in the Regents' Rules and Regulations, Part Two (fiscal regulations) the appropriate provisions of House Bill No. 2 (Appropriations Bill for 1969-70 and 1970-71), 61st Legislature, Second Called Session, 1969, the following amendments to Part Two of the Regents' Rules and Regulations were adopted:

- a. Chapters I, II, and III were amended to read as follows:  
(Pages 55-76 )

#### CHAPTER I

#### GENERAL

#### 1. Gifts to The University of Texas System.

- 1.1 The authority to accept gifts to The University of Texas System or to any of the component institutions is vested in the Board of Regents of The University of Texas System.
- 1.2 Recommendations for the acceptance of gifts showing details as to value, form, stipulations regarding use, and provisions for custody and disbursement of funds shall be transmitted by the institutional head to the Chancellor and by him, with recommendations, to the Board of Regents. These provisions, however, do not apply to contracts with public agencies.
- 1.3 The authority to accept gifts to a component institution is delegated to the institutional head when the gift is to a fund, foundation, or enterprise already approved by the Board of Regents or is a continuation of a series which has been previously approved by the Board. Each institutional head is empowered to accept cash gifts to a component institution of The University of Texas System of \$1,000 or less, within the policies of the Board of Regents and Legislature governing the acceptability of gifts, and to deposit such gifts to the appropriate accounts. All gifts (except those described in Subsection 1.4 below) shall be reported by the dockets of each component institution as prescribed by the Office of the Board of Regents.
- 1.4 A semi-annual report of such gifts of less than \$1,000 showing name and address of donor, amount, purpose, and date of the gift shall be filed in the Office of the Board of Regents within thirty (30) days after August 31 and February 28 of each year. Such reports from The University of Texas M. D. Anderson Hospital and Tumor Institute at Houston exclude gifts of \$25 or less.
- 1.5 Except as provided in the preceding sections, no member of the staff of any institution has the authority to accept gifts of money to The University of Texas System or to any of its component institutions. Gifts to the component institutions of books or other objects of very small value and very obvious propriety, without conditions attached, may be accepted by individual members of the staffs provided these gifts are reported to the Board.

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- 1.6 Neither The University of Texas System nor any of its component institutions will accept a gift for the benefit of any designated student unless the donor is exempt from Federal Income Taxes as defined by the Commissioner of Internal Revenue.
- 1.7 The acceptance of gifts of real property is prohibited without prior express approval of either the Coordinating Board, Texas College and University System, or the Legislature except for establishing scholarships, professorships, or other trust funds for educational purposes and then only on condition that such gifts will not hereafter require legislative appropriations for maintenance, repair, or construction of buildings. (Current Appropriation Bill)

Sec. 2. Fellowships, Scholarships, and Loan Funds.

- 2.1 After gifts for fellowships, scholarships, and loan funds have been accepted by the Board of Regents, as indicated previously, they are administered jointly by designated committees and the business office of each component institution.
- 2.2 In the case of scholarships and fellowships, the appropriate committee, or designated individual, receives applications, makes the necessary inquiries, and determines the award. The committee advises the institutional head of the award and he, in turn, approves and forwards the notice of award to the business office. Payments on scholarships and fellowships are made through the business office of the component institution.
- 2.3 In the case of loan funds, the appropriate committee receives applications for loans, makes the necessary inquiries, and approves or declines the original loan as well as all renewals and extensions. The chairman notifies the business office of the granting of loans, and all records including notes, cash, accounts and collections are thereafter handled by that office. The principal of loan funds is kept intact insofar as possible. The chairman of the awarding committee may be requested by the business office to assist in collection of past due interest or principal.

Sec. 3. Tuition and Other Fees. -- Tuition and other fees will be fixed as prescribed or as authorized by statute, and will be set out in the institutional catalogue.

Sec. 4. Fiscal Year. -- The fiscal year of The University of Texas System shall be September 1 through August 31.

Sec. 5. Policy Against Discrimination. -- With respect to the admission and education of students, with respect to the employment and promotion of teaching and nonteaching personnel, with respect to student and faculty activities conducted on premises owned or occupied by any component institution of The University of Texas System, and with respect to student and faculty housing situated on premises so owned or occupied, neither The University of Texas System nor any of its component institutions will discriminate either in favor of or against any person on account of his or her race, creed, or color.

Sec. 6. General Admission Policy. -- The University of Texas System will make maximum use of its resources to admit and educate as many qualified students as

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possible, consistent with accreditation standards and consistent with maintaining a high quality of education. Neither the faculty nor students of any component institution will solicit or recruit for admission to that institution any person who cannot meet the usual academic requirements for admission to that institution. Other than for the exceptions set forth in the General Appropriation Act, no funds appropriated by the Legislature, including local institutional funds, may be expended for the recruitment of students, whether qualified or unqualified.

Sec. 7. Admission of Nonresident Students. -- No nonresident of the State of Texas shall be enrolled as a new or transfer student in any school, college, or degree-granting program at any component institution of The University of Texas System when all of the three following conditions occur: (1) when there is a limitation on the number of students that will be enrolled in the class or group of new or transfer students of which such nonresident would be a member if he were enrolled; (2) when the result of enrolling such nonresident would be to increase to 15.1% or more the percentage of nonresidents enrolled in the class or group of which such nonresident would be a member if he were enrolled; and (3) when at the time of the proposed enrollment of such nonresident, admission to the school, college, or degree-granting program is being denied to one or more Texas residents who have applied for admission and who have reasonably demonstrated that they are probably capable of doing the quality of work that is necessary to obtain the usual degree awarded by the school, college, or degree-granting program.

Sec. 8. Limitation of Nonresident Enrollment in Professional Schools. -- The current appropriation bill provides that none of the moneys appropriated by this Act, regardless of the source or character of such moneys, may be expended for the establishment, operation, or maintenance, or for the payment of any salaries to the employees in any wholly or partially state-supported medical, dental, or law school (a) which imposes a limitation on the number of students that it admits, (b) which in an academic semester denies admission to one or more Texas residents who apply for admission and who reasonably demonstrate that they are probably capable of doing the quality of work that is necessary to obtain the usual degree awarded by such school, and (c) which in the same academic semester admits, as either beginning or transfer students, nonresidents of the State of Texas in a number greater than 10% of the beginning or transfer group of which such nonresidents are a part. By the provisions of this paragraph it is intended to withhold funds appropriated by this Act from state-supported medical, dental, and law schools which limit their enrollments and which fill more than 10% of their classes with nonresident students, when the result of admitting each nonresident is thereby to deny admission to a qualified Texas applicant.

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## CHAPTER II

## ACCOUNTING, AUDITING, REPORTING, AND BUDGETARY CONTROL

1. Types of Funds.1.1 Current Funds.

- 1.11 General. --General Funds are those unrestricted operating funds which are available for any purpose. They are expended in accordance with the budgets and appropriations approved by the Board of Regents. General Budget Funds balances shall not be reappropriated from one fiscal year to another unless specific approval is given by the Chancellor or the Deputy Chancellor and the Board of Regents.
- 1.12 Auxiliary Enterprises. --Auxiliary Enterprises Funds are those funds set aside for operating entities which exist to furnish specified services to students, faculty, or staff, and which charge fees that are directly related to the cost of the service.
- 1.13 Designated. --Designated Current Funds are those funds designated for special activities by The University of Texas System. The income and expenditures are ordinarily related to a particular department. Expenditures follow the same programs as are found in the General and Restricted Current Funds. They are subject to the same restrictions as General Budget Funds although balances are automatically reappropriated at the end of each fiscal year.
- 1.14 Restricted. --Restricted Current Funds are those received from federal and local governments, state agencies, individuals, foundation, corporations, etc., or income derived from endowments, to be used only for a particular purpose or project, specified by the donor, such as research, conferences, scholarships, fellowships, etc. The period of use is usually designated in the agreement approved by the Board of Regents. The accounting for the funds will be on the accrual basis; however, in financial reporting, the amounts reported as revenues are limited to the expenditures. Unless otherwise specified, balances are automatically reappropriated at the end of each fiscal year.

1.2 Loan Funds. --Those funds that have been set aside for loans to be granted to students, faculty, or staff, including interest earned thereon.

1.3 Endowment and Similar Funds.

- 1.31 Endowment Funds. --Those funds that donors have stipulated, as a condition of gift, that the principal is to be maintained inviolate in perpetuity, or in the case of "term" endowments to be maintained inviolate for a specified term. All endowment funds are administered by System Administration as provided in Part Two, Chapter IX.
- 1.32 Quasi-endowment Funds. --Funds functioning as endowment as a result of determination by the Board of Regents that they are to be retained and invested. All quasi-endowment funds are administered by System Administration as provided in Part Two, Chapter IX.

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- 1.4 Annuity and Life Income Funds. --Those funds acquired by The University of Texas System subject to annuity contracts, living trust agreements, or gifts and bequests reserving life income to one or more beneficiaries.
- 1.5 Plant Funds.
  - 1.51 Unexpended Plant Funds. --Funds specified by the Board of Regents or by external sources for the acquisition, construction, or improvement of physical properties to be used for institutional purposes.
  - 1.52 Retirement of Indebtedness Funds. --Funds specified by the Board of Regents or by external sources to be set aside to meet debt service charges and the retirement of indebtedness on institutional plant assets.
- 1.6 Agency Funds.--Those funds received and held by The University of Texas System as custodian or fiscal agent for others. Agency funds shall be expended in accordance with the limitations of the agency agreement.

2. Accounting.

- 2.1 The financial records of The University of Texas System shall be kept as nearly as practicable in accordance with the recommendations set forth in "College and University Business Administration, Revised Edition," published by the American Council on Education. Where those recommendations conflict with statutes or with regulations of the Coordinating Board, Texas College and University System, the latter shall be controlling.
- 2.2 All accounting records and procedures shall be subject to the approval of the institutional business officer and the Executive Vice-Chancellor for Fiscal Affairs, or his delegate.
- 2.3 The business office of each component institution shall be the central office for accounting control for all financial transactions of the institutions. The institutional chief business officer shall confer with departmental and administrative officials and instruct them concerning the records of financial transactions to be kept by the departments, as indicated in the next subsection.
- 2.4 Each departmental head shall keep an account of funds and property for which he is responsible, as detailed as necessary to supplement the business office records.
- 2.5 All expenditures must be in accordance with the approved institutional operating budget.
- 2.6 Statements of departmental accounts shall be prepared monthly by the business office and shall be sent periodically to the department heads who will compare their records with those of the business office and report any differences promptly to the business office.
- 2.7 A person in each department may be designated by the department head, with the approval of the institutional head, to sign vouchers, requisitions, etc., in his absence. These designations shall expire at the end of a fiscal year, or sooner if specified, and must be renewed each year.

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**3. Auditing.**

- 3.1 The institutional chief business officer is initially responsible for the preaudit of all business transactions as a part of the regular accounting procedures of the business office and consistent with the system of internal control.
- 3.2 Postauditing shall be regularly performed with formalized audit programs developed by the institutional chief business officer and the System Comptroller. Each institution is expected to develop an internal audit staff to perform the basic postaudit functions and to augment the work of the System Comptroller's staff and the State Auditor.
- 3.3 The audit staff of the System Comptroller shall review and/or conduct postaudits of business activities at the component institutions. Such audits shall be conducted in accordance with accepted auditing standards, including necessary tests of the records. Written reports will be prepared for all such audits, calling attention to transactions which may not be in accord with legal requirements, System and institutional accounting principles, policies and regulations. The audit staff shall recommend corrective measures and procedures when appropriate.
- 3.4 The audit staff of the System Comptroller, in addition to the above duties, shall review the internal audit programs of the component institutions, and shall conduct procedural studies and make recommendations for effective, and insofar as practical, uniform systems of accounting and reporting for all component institutions of The University of Texas System.
- 3.5 The State Auditor, under State law, is responsible for the external audit of the books of The University of Texas System.

**4. Reporting.**

- 4.1 All financial reports shall be prepared in accordance with the provisions of the statutes, official directives of the Coordinating Board, Texas College and University System, and directives of the Board of Regents, and in conformity with the manual, "College and University Business Administration, Revised Edition," referred to above. The reports shall be prepared by the institutional chief business officer and approved by the Executive Vice-Chancellor for Fiscal Affairs or his delegate.
- 4.2 Two reports, both of which shall be prepared under the direction of the institutional chief business officers and the Executive Vice-Chancellor for Fiscal Affairs, or his delegate, shall be prepared annually:
  - 4.21 Annual Financial Report. --On or before December 29, printed financial reports, in the format recommended in Volume I, "College and University Business Administration" (1952), or its successor publication, shall be filed with the Coordinating Board, Texas College and University System. The certificate of audit of the State Auditor is to be included if this report has been completed.



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4.22 Salary Payment Report. --On or before December 31 each year, an itemized report in format prescribed by System Administration shall be prepared of salaries and wages paid all employees for services during the preceding fiscal year out of any funds from any source or character under the control and/or custody of the Board of Regents, showing for each employee the total amount paid from each source during the twelve months of the fiscal year, the title of the position held or kind of service rendered. Three copies of this report shall be prepared by component institutions, one copy for the Executive Vice-Chancellor for Fiscal Affairs, one copy for the Secretary to the Board of Regents, and one copy for the System Comptroller.

4.3 Monthly financial reports, in the form prescribed by the Executive Vice-Chancellor for Fiscal Affairs, or his delegate, shall be prepared by each institutional chief business officer and distributed to the institutional head, the Deputy Chancellor, the Secretary to the Board of Regents, and the System Comptroller.

Sec. 5. Operating Budgets.

5.1 Operating Budgets for all the component institutions shall be approved annually by the Board of Regents within the budget estimates of income prepared by the institutional business officer and the institutional head approved by the Executive Vice-Chancellor for Fiscal Affairs.

5.2 General policies for the budget preparation shall be recommended by the Chancellor and the Deputy Chancellor to the Board of Regents and shall be followed in preparing the budgets. Instructions for details of budget preparation shall be furnished to the institutional heads by System Administration.

5.3 The institutional heads shall issue local instructions and shall furnish forms to the budget-recommending officials. Their recommendations for salaries, maintenance and operation, equipment, travel, and other pertinent items shall be reviewed by the institutional head and transmitted, with his recommendations, to the Deputy Chancellor for review and recommendation to the Chancellor and the Board of Regents.

5.4 Rules and procedures for budget administration shall be prepared by System Administration, approved by the Board of Regents, and shall be included in the completed budgets.

5.5 A copy of each budget, and any subsequent amendments thereto, shall be filed with the Legislative Reference Library to be available for public inspection.

Sec. 6. Legislative Budget Requests.

6.1 Legislative budget requests, biennial or otherwise, as may be required shall be submitted to the Coordinating Board, Texas College and University System, to the Legislative Budget Board, and to the Executive Budget Office in the form and at the time prescribed.

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6.2 These Legislative budget requests shall be prepared in conformity with the same general procedures as outlined above for the annual budgets:

- 6.21 Approval of budget-writing policies by the Board of Regents upon recommendation of the Chancellor and the Deputy Chancellor.
- 6.22 Preparation of a recommended budget of expenditures by the institutional head in conformity with these policies.
- 6.23 Approval of the completed budget by the Deputy Chancellor, the Chancellor, and the Board of Regents.

Sec. 7. Transfer of Funds. --Out of funds appropriated by the Legislature to The University of Texas Medical Branch at Galveston, The University of Texas (Southwestern) Medical School at Dallas, and The University of Texas Medical School at San Antonio, the Board of Regents of The University of Texas System may transfer funds between the three medical units listed above, of The University of Texas System, as it deems necessary, except that transfers may not be made into or out of the appropriation item for the salary of the president or dean of the medical units.

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## CHAPTER III

RECEIPT, CUSTODY, AND DISBURSEMENT OF MONEYS; ABSENCE  
FROM USUAL AND REGULAR DUTIES INCLUDING TRAVELSec. 1. Receipts, Admission Tickets, and Charges.

- 1.1 No department, division, or individual staff member is authorized to receive money in the name of a component institution of The University of Texas System unless authorized by the institutional chief business officer and institutional head.
- 1.2 An official receipt in the form prescribed by the institutional chief business officer shall be issued to payors for all moneys received unless the chief business officer has specifically authorized exceptions for certain types of collections.
- 1.3 All moneys received shall be recorded and handled under the maximum appropriate internal accounting controls. Mechanical devices such as cash registers, cash control and posting machines, and data processing equipment shall be utilized to the fullest extent practicable.
- 1.4 Admission tickets, including complimentary tickets, shall have the price of admission indicated thereon, and all such tickets shall be prenumbered, except for certain events where the section, row, and seat number are shown. Admission tickets and coupon books shall be purchased for delivery to the institutional business office and issued to the department concerned. Unused tickets or books shall be returned along with a prescribed ticket report to the business office within 30 days from the date of the event, and a list showing the names of all persons receiving complimentary tickets shall be furnished the business office as a part of the prescribed ticket report.
- 1.5 All unpaid (including complimentary, free, or discounted) charges for sales or services of auxiliary enterprises, organized activities, or service departments or similar activities shall be reported to and recorded by the business officer under maximum appropriate internal accounting controls. A list or other documentation showing the names of all persons receiving complimentary, free, or discounted goods or services and the values thereof shall be furnished the business office within 30 days from the date such goods were issued or such services were rendered by any auxiliary enterprise, organized activity, or service department or similar activity.

Sec. 2. Deposits with Institutional Business Office.

- 2.1 Money received by all departments from all sources shall be deposited in the institutional business office using an official form. The deposits shall be daily if the receipts are \$50 or more, and weekly even if the accumulation is less than \$50. When cash is included, the deposit shall be made in person by a departmental representative to whom an official receipt is issued.
- 2.2 Cash overages or shortages should be reported at least monthly to the business office. Cash overages are deposited in the business office.

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- 2.3 Petty cash funds for making change shall be provided only on approval of, and by arrangement of, the department with the institutional chief business officer. Petty cash funds from which disbursements will be made shall have the approval of the institutional head as well.

**3. Deposits with the State Treasurer.**

- 3.1 The current appropriation bill requires that all cash receipts of the general academic teaching institutions be deposited in the State Treasury with the exception of those from auxiliary enterprises, noninstructional services, matriculation fees collected in lieu of student activity fees, agency and restricted funds, endowment funds, student loan funds, and Constitutional College Building Amendment Funds.
- 3.11 To facilitate the transferring of institutional receipts to the State Treasury, it is provided that each institution may open a clearing account in a local depository bank to which it deposits all receipts daily.
- 3.12 Not less than every seven days, the institutional business officer shall make remittances to the State Treasury in the form of checks drawn on the clearing account except that a balance of not more than \$500 may be maintained.
- 3.13 The money deposited in the State Treasury shall be paid out via State warrants.
- 3.2 Optionally, the component institutions may use local depository bank accounts instead of the special clearing accounts within the general requirements for deposits and transfers to the State Treasury.
- 3.3 Component institutions of The University of Texas System are authorized by the current appropriation bill to maintain Revolving Funds to facilitate the payment of nominal expenses and to pay bills within cash discount periods.
- 3.31 These revolving funds may be used for regular monthly payrolls as well as for weekly and special payrolls.
- 3.32 Disbursements from the revolving funds are reimbursed from state appropriations on claims filed with the State Comptroller under regularly prescribed procedures. One voucher and one warrant may cover a number of claims for this purpose. Reimbursement claims must meet the same requirements as other claims against state appropriations. Each component institution shall prepare a reimbursement claim as of the close of business on the last day of each month or more often as may be expedient to avoid maintaining large revolving funds.
- 3.33 The Board of Regents shall determine the amounts of the revolving funds and shall designate a depository bank for each such fund, specifying persons authorized to sign checks drawn on such funds. Depository banks shall secure revolving fund deposits as provided by law.
- 3.4 Under the current appropriation bill, any money deposited into the State Treasury which is subject to refund as provided by law shall be refunded from the fund into which such money was deposited.
- 3.5 The current appropriation act provides correction procedures should clerical or bookkeeping errors result in any moneys being deposited or cleared into incorrect funds in the State Treasury. Such erroneously

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deposited or cleared moneys may be transferred to the correct fund or trust and suspense account within the State Treasury upon request of the component institution with the concurrence of the State Comptroller and the State Auditor.

- 3.6 Central Services Accounts and Special Revolving Fund Accounts (Service Departments). Under the current appropriation bill:
- 3.61 The Board of Regents of The University of Texas System may employ persons to serve two (2) or more parts of The University of Texas System jointly and to pay their salaries in whole or in part from the appropriations made therein to any component unit of The University of Texas System.
- 3.62 The Board of Regents of The University of Texas System is authorized to establish The University of Texas System Central Services Accounts from which salaries and expenses for the administration, supervision, and operation of parts of The University may be paid to and to require the parts of The University System, and including any agency which may be placed under the administration of the Board of Regents of The University of Texas System by law to pay into this account from any local fees or funds or from moneys appropriated by the Legislature, their proportionate shares as determined by the Board of Regents of The University of Texas System for the expense and administration of said University. The Comptroller of Public Accounts is authorized to set up an account with the above caption and to deposit in said account funds to the amount authorized by the Board of Regents, from funds appropriated by the Legislature to the parts of The University of Texas System for non-instructional salaries and general operating expenses. The Comptroller is authorized to draw warrants against this Account based on vouchers submitted by The University of Texas System in payment of salaries, maintenance, equipment or travel incident to the administration and supervision of the parts of The University of Texas System. The State Treasurer is hereby authorized and directed to pay warrants so issued against any funds except instructional salaries appropriated by the Legislature to the parts of said University.
- 3.63 Appropriations to The University of Texas System and to any of the component units or parts of The University of Texas System, except funds appropriated exclusively for salaries, may also be used to reimburse any Revolving Fund operated for the benefit of one or more parts of said University System, such as a motor pool for managing automotive vehicles authorized by this Act, an office supply or laboratory supply center, utility plants, or any other operation of a similar nature established by authority of the Board of Regents of The University of Texas System.
- 3.64 Travel expense incurred by a person employed by one component unit of The University of Texas System in connection with service to another component unit may be reimbursed by the unit for which such services are performed, or proportionately if several units are involved.

**Sec. 4. Local Institutional Funds.**

- 4.1 All local income, not required to be deposited in the State Treasury, must by law be deposited in official depository banks for safekeeping.

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- 4.11 Depository agreements with official depository banks shall be negotiated, as necessary, by the Executive Vice-Chancellor for Fiscal Affairs or his delegate with those banks approved by the Board of Regents and in accordance with the then current policies of the Board. Such depository agreements shall be executed by the Chairman of the Board of Regents.
- 4.12 Requests for authorized signatures, or changes thereto, for bank accounts maintained in all depository banks, shall be forwarded to the System Comptroller, who shall refer such requests to the Executive Vice-Chancellor for Fiscal Affairs for approval and notification of the banks concerned.
- 4.2 Depository banks selected shall furnish adequate surety bonds or securities to assure safety of these funds. Local funds shall be deposited in the depository banks as soon as possible, but in no event later than seven days from the date of collection. The ratio between demand deposits and time deposits will be maintained in accordance with the current policies of the Board of Regents.
- 4.3 The Board of Regents and the institutional heads may not, by law, borrow money from any person, firm, or corporation to be repaid from local funds except as specifically authorized by the Legislature.
- 4.4 Interest on Time Deposits. --As permitted by statute, interest received from depository banks for funds on time deposit shall be credited to appropriate accounts in either general funds or trust funds in relationship to the sources of balances on time deposit, provided that disposition of such earning was not specified by the grantor. Interest received from Current Restricted funds (Trust Funds) time deposits shall be subject to further appropriation or transfer by the Board of Regents for any lawful purpose.
- Sec. 5. Sales to U. T. Employees. --Sales of surplus equipment may be made to employees of The University of Texas System or of any of its component institutions only after authorization by the Board of Regents through docket approval.
- Sec. 6. Vouchers for Expenditures.
- 6.1 Properly approved and fully supported vouchers are the authorization for cash disbursements.
- 6.11 The Chairman of the Board of Regents or his delegate or the institutional head or his delegate must approve all vouchers. One of these delegates shall be the chief business officer who shall recommend the other delegates from his staff. Such approval is based upon satisfactory supporting documentation evidencing that goods or services were properly ordered, that the vendor has submitted invoice and certification, and that the goods or services have been received by the institution and are acceptable to the requisitioning department.
- 6.2 Maximum internal accounting controls should be exercised over the vouchering and disbursement procedures.
- 6.21 To the extent that centralized receiving facilities are available, delivery of all purchased supplies, materials, and equipment should be received at a centralized location under the direction of the institutional chief business officer.

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6.22 Vouchers should be prepared centrally in the business offices of those component institutions having centralized receiving operations.

6.3 Vouchers are to be coded in the business offices within the approved expenditure codes, and if payable by warrant from the State Treasurer, with the proper expenditure classifications furnished by the State Comptroller.

6.4 If two or more invoices from the same vendor are to be paid, payment may be by one voucher, even though covered by more than one requisition and/or purchase order except:

6.41 Separate vouchers shall be prepared for contract and noncontract invoices on purchases through the Board of Control.

6.42 Separate vouchers shall be prepared for invoices for purchases made through the Purchasing Division and Printing Division of the Board of Control.

Sec. 7. Cash Discounts. -- The accounting procedures should be designed to assure realization of advantageous cash discounts allowed by vendors.

Sec. 8. Vouchers Payable from State Funds (All funds on deposit in State Treasury)

8.1 When materials, supplies and other items are purchased through the Board of Control, the original copy of the prescribed purchase voucher form (or the attached invoice) must include a signed certification by the vendor in the form indicated below:

CERTIFICATION

I, \_\_\_\_\_, do hereby certify that I am  
\_\_\_\_\_, and that I am duly authorized  
(Title of person certifying)

to make this certification for and on behalf of \_\_\_\_\_  
(Name of Payee  
company/claimant).

I further certify that the attached invoice is correct and that it corresponds in every particular with the supplies and/or services contracted for. I further certify that the account is true, correct, and unpaid.

\_\_\_\_\_  
(Signature)

8.2 The State Comptroller has indicated that vouchers covering certain claims, authorized under statutes not amended by S. B. 111 and H. B. 362, 60th Legislature, will still require affidavits rather than the certification set forth above.

Sec. 9. Vouchers Payable from Local Funds (All funds not on deposit in State Treasury). Vouchers payable from local funds generally shall be subject to the same requirements as vouchers payable from funds in the State Treasury.

Sec. 10. Outstanding Checks.

10.1 Outstanding checks shall be carried on the official accounting records for the two fiscal years following the year in which they are issued.

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(Example: if issued in 1964-65, they would be carried through August 31, 1967.) Those still outstanding at the end of the second fiscal year after issue shall be cancelled and written off the official accounting records.

10.2 Each business office is expected to make diligent effort to minimize the number of such outstanding checks.

Sec. 11. Institutional Membership Dues. -- Funds of The University of Texas System may be used to pay membership fees only in educational, scientific, or other associations, in which the System, or a component institution thereof, is an institutional member, with initial memberships approved by the institutional heads and the Chancellor or Deputy Chancellor.

Sec. 12. Payrolls.

12.1 There are three general types of payrolls, those for (1) regular salaried employees; (2) weekly salaried employees; and (3) hourly salaried employees.

12.2 All payrolls shall be prepared or verified in the business office from regular budgets, appointment documents, authorizations, time cards, etc., and approved by the chief business officer or a person designated by him.

12.3 If payment for regular salaried employees is for less than a month, the salary shall be figured proportionately on the actual number of days in a given month, e.g., 28, 30, 31, or on the actual number of hours worked during the month.

12.4 Deductions for income tax, teacher and employee retirement, and social security, as well as group life insurance, authorized health insurance, tax-sheltered annuities, and savings bonds, are made where applicable on all payrolls.

12.5 Dates for distribution of salary checks vary at the component institutions and will be announced by the respective business offices.

Sec. 13. Absence from Usual and Regular Duties, Authorization for Absence, Including Travel, and Travel Expense Reimbursement.

13.1 Absence from Usual and Regular Duties.

13.11 Authorization for any member of a faculty or staff of a component institution of The University of Texas System to be absent from his usual and regular duties will be granted only under the following conditions:

13.111 When such absence is on state business, which shall include among other purposes, the formal presentation of original researches by an employee before a national, international, regional, or state learned society, and

13.112 When appropriate provisions are made to carry on the duties of the absent person without additional expense to the institution.



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13.2 Authorization for Absence for Staff Members Whose Regular Duty Does Not Require Travel. --Authorization for absence from usual and regular duties, including travel from the city or town where the officer or employee is regularly stationed, will be granted by the Board of Regents, or by the administrative officer as hereinafter delegated by the Board, only in advance, as follows:

13.21 Requests for authorization to be absent for a period not in excess of two weeks (fourteen calendar days) shall be transmitted through proper administrative channels to the executive head of the component institution for approval.

13.22 Requests for authorization to be absent for a period in excess of two weeks, but not in excess of twenty-nine days, including travel on official business, shall be transmitted through proper administrative channels to the Deputy Chancellor for approval prior to such absence.

13.23 Requests for authorization to be absent for a period in excess of twenty-nine days, (excluding holidays approved by the Board), including travel on official business, shall be transmitted through proper administrative channels to the Deputy Chancellor for approval prior to such absence. Such approvals are to be reported in the regular dockets of the institutions affected.

13.24 Requests for authorization to be absent by the administrative officers and staff of System Administration shall be approved by the Chancellor or Deputy Chancellor.

13.25 Any travel which contemplates reimbursement from funds appropriated by the Legislature for travel expenses incurred must have the advance written approval of the Governor, with the exception of travel to, in, and from the several states, United States possessions, Mexico, and Canada. Prior written approval of the Chancellor or Deputy Chancellor is required for travel expenses incurred in Canada and Mexico, in addition to the authorizations required in the preceding subsections.

13.26 In lieu of any of the delegations of authority to approve absence from usual and regular duties, including official travel, specified in the above subsections, the Chancellor or Deputy Chancellor may exercise such authority.

13.27 The institutional heads of the component institutions shall keep records of all approved absences which shall be available for review by the Chancellor, the Deputy Chancellor, the Board of Regents, or other duly authorized officers of The University of Texas System.

13.28 Approvals of travel shall not be routine or perfunctory, but shall be made only after the institutional head, or his authorized representatives, have carefully examined the purpose and need for each trip with a view to the economic and effective utilization of all travel funds.

13.3 Travel Expense Reimbursements.

13.31 Travel expenses shall be reimbursed only from funds appropriated or authorized for travel. Heads of component institutions shall plan the travel of all employees under their authority to achieve maximum economy and efficiency.

13.311 Each travel voucher submitted for reimbursement shall include such a description as to identify persons or places contacted and/or the nature of the official business of the State performed within the legal responsibility.

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ities of the institution.

When recruiting of faculty and staff is involved, names of persons contacted are required.

- 13.312 In submitting travel vouchers for payment from funds in the State Treasury, component institutions should recognize the regulations of the State Comptroller with respect to travel expense accounts, including the provision that "No travel expense account can be presented for payment until after the month in which it is incurred," and the interpretation that not more than one travel voucher is to be submitted for each month. When there is more than one trip a month by a staff member, all such trips should either be combined on the same travel voucher, or separate vouchers should be combined under a single "cover" voucher for submission to the State Comptroller.
- 13.32 Travel vouchers for reimbursement of all official travel authorized pursuant to the foregoing provisions shall be approved and signed as follows:
  - 13.321 System Administration - Reimbursement for all travel by employees of the component institutions shall be approved either by the Chancellor, Deputy Chancellor, Executive Vice-Chancellor for Fiscal Affairs or by the Director of Accounting or Assistant Director of Accounting of The University of Texas at Austin.
  - 13.322 Component Institutions - Reimbursement for all travel by employees of the component institutions shall be approved either by the Chancellor, the Deputy Chancellor, or by the administrative officers designated below:
    - Chief Administrative Officer (President or Dean) or Chief Business Officer (Vice-President for Business Affairs, Associate Dean for Business Affairs, or Business Manager) or other senior administrative or fiscal officers as may be delegated in writing by the Chief Administrative Officer and the Chief Business Officer. Such delegations shall be approved by the Executive Vice-Chancellor for Fiscal Affairs and filed with the Secretary to the Board of Regents and the State Comptroller of Public Accounts, together with the names of the individuals occupying the positions named.
- 13.33 Per Diem Allowances. --Travel Status for Continuous Period of Twenty-Four (24) Hours or More--An employee who is traveling on official University business and is in continuous travel for a period of twenty-four (24) hours or more will be reimbursed at per diem rates, in lieu of actual expenses for meals and lodging, in accordance with the following schedule:

	Rates	
	In State	Out of State
Per diem per calendar day	\$14.00	\$17.00
One-fourth (1/4) the rate for a calendar day for each period of six (6) hours or fraction thereof (at least 2 hours)	3.50	4.25

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**13.34 Partial Per Diem for Meals and Lodging.**

**13.341** An employee who is traveling on official University business for a continuous period of a minimum of six (6) hours but less than twenty-four (24) hours which does not involve over-night stay will be reimbursed a partial per diem for meals in lieu of actual expenses. In no event will the total of this partial per diem allowance exceed \$4.00 per day, and individual meal allowances will not exceed the following:

**13.3411** Breakfast allowance if the employee departs from designated headquarters before 7:00 A. M. (or, in the case of his return to designated headquarters after 7:00 A. M.)..... \$1.50

**13.3412** Lunch allowance if the employee is away from his designated headquarters after 1:00 P. M. .... \$2.00

**13.3413** Dinner allowance if the employee is away from his designated headquarters after 7:00 P. M. .... \$3.00

**13.342** An employee who is traveling on official University business for a continuous period of a minimum of six (6) hours but less than twenty-four (24) hours which does involve over-night stay will be reimbursed for meals and lodging in an amount not in excess of \$14.00 at the rate of \$3.50 for each six (6) hour period involved or fraction thereof (at least 2 hours).

**13.35 Per Diem Allowances - Travel Status for a Continuous Period of Less than Six (6) Hours.** --No partial per diem or actual expenses (except transportation) will be paid an employee who is away from designated headquarters for a period of less than six (6) hours.

**13.36 Day Defined for per Diem Purposes.**

**13.361** The calendar day (midnight to midnight) is the unit for computing the per diem allowance.

**13.362** For a fractional part of a day at the commencement or ending of continuous travel the six-hour periods of 12:01 A. M. to 6:00 A. M., 6:01 A. M. to 12:00 Noon, 12:01 P. M. to 6:00 P. M., and 6:01 P. M. to 12:00 Midnight are each considered to be one quarter (1/4) of a calendar day. A fraction of a per diem period of six (6) hours is defined to be two (2) hours or more.

**13.363** Computation of per diem shall be on a quarter day basis, the initial quarter to be that in which travel begins, and and the final quarter to be that in which travel ends.

**13.364** When both in-state and out-of-state travel occur in the same calendar day, the rate of travel allowance for all travel in that day shall be seventeen dollars (\$17.00) per diem.

**13.37 Transportation Allowance.**

**13.371** Rented or Public Conveyance including Taxis. --An employee traveling by rented or public conveyance, or the commercial transportation company furnishing same, is entitled to a transportation allowance equal to the actual cost of necessary transportation for performing official business, excluding Federal tax. Payment of said transportation allowance may be made by either of the following methods, upon selection by the Chancellor or Deputy Chancellor or the head of the component institution, in advance of authorized official travel.

- 13.3711 Where the employee pays for public transportation, including taxis, from his personal funds, receipts for such necessary transportation, excluding receipts for city bus, taxi or limousine fares in amounts of \$2.50 or less (whether in or out of city limits, or between two cities), shall be obtained and attached to the employee's expense account when submitted. A detailed list of all claims for rented or public transportation including city bus, taxi, and limousine fares in amounts of \$2.50 or less shall be shown on the Travel Expense Account under "Record of Transportation Claimed for Each Trip."
- 13.3712 The Chancellor, Deputy Chancellor or heads of component institutions may request commercial transportation companies to furnish required transportation for official business to designated employees of System Administration or such institutions upon the presentation to cooperating transportation companies of transportation requests approved by the Chancellor, Deputy Chancellor or the head of the institution requesting such transportation. The transportation request shall specify the class of transportation authorized. The monthly billings for such transportation services from the transportation company will be vouchered on a regular purchase voucher, showing the detail why each trip listed was necessary in the operation and maintenance of the institution.
- 13.372 Private Automobile. --An employee traveling in his personally owned automobile shall be reimbursed at the rate of ten cents (10¢) per mile on the basis of the shortest practical route between points. No additional expense incidental to the operation of such automobile shall be allowed.
- 13.3721 "Shortest practical route" as indicated above shall include the use of Farm-to-Market roads in the State of Texas. The latest official highway map published by the State Highway Department, a standard highway map for out-of-state travel, or an alternate procedure designated by the State Comptroller shall be used for computing such mileage.
- 13.3722 When two or more employees travel in a single private automobile, only one shall receive a transportation allowance, but this provision shall not preclude each traveler from receiving a per diem allowance.
- 13.3723 When two, three, or four officials or employees of System Administration or one of the component institutions of The University of Texas System with the same itinerary on the same dates are required to travel on the same official state business for which travel reimbursement for mileage in a personal car is claimed, mileage reimbursement will be claimed and allowed for only one of

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the employees except as provided hereafter. If more than four employees attend such meeting or conference in more than one car, full mileage reimbursement shall be allowed for one car for each four employees and for any fraction in excess of a multiple of four employees. If, in any instance, it is not feasible for these officials or employees to travel in the same car, then prior official approval from the Chancellor or Deputy Chancellor for System Administration, or the head of the component institution for employees of that institution, shall be obtained and shall be considered as authorization and the basis for reimbursement for travel for each person authorized to use his personal car in such travel.

13.3724 Reimbursement for out-of-state transportation for the use of personally owned automobiles together with per diem shall never exceed the cost of commercial first class transportation from the nearest airport and the per diem required had the employee traveled by such conveyance. The determination of the allowances due owners of personally owned automobiles in compliance with this paragraph shall be as follows: (1) Per diem shall be determined by the use of an airline schedule which would have sufficed for the performance of the official business. (2) Expenses of Transportation to airfields from points where airports are not available shall be allowed in addition to the cost of first class commercial air transportation. (3) When additional passengers are conveyed on out-of-state trips in personally owned automobiles they shall receive as their expenses per diem based on automobile travel time. (4) Persons traveling to points not served by airlines shall receive mileage and per diem based on actual miles traveled and other expenses as authorized elsewhere in these regulations.

13.373 Private Airplane. --The current appropriation bill provides that the rate of reimbursement to executive heads and key officials for travel in their personally owned airplanes within the boundaries of Texas and between points of necessary official business shall be sixteen cents (16¢) per highway mile.

13.38 Reimbursement for Dues or Registration Fees. --Reimbursement will not be allowed for dues, registration fees, or similar expense incurred in joining or attending any type of organizations or associations unless the membership is in the name of the State of Texas and/or The University of Texas System or a component institution thereof. Reimbursement will not be allowed for the cost of meals that may be included in the registration fees. Receipts for such dues or registration fees shall be obtained and attached to the expense account. If reimbursement is claimed, vouchers shall include a statement that the membership is in the name of The University of Texas System or the appropriate component institution thereof.

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13.39 Exceptions to per Diem Allowance. --Executive heads of component institutions shall be reimbursed for their actual meals, lodging and incidental expenses (exclusive of expenses related to automobiles for which transportation is paid) when traveling on official business either in or out of the state. Employees of State Agencies designated by the Governor to represent him officially at governmental meetings or conferences when held out of the State shall receive actual meals, lodging, and incidental expenses, and such employees may be reimbursed out of appropriations made to the agencies by which they are employed. Certain administrative officers of the System are authorized and directed by the Board of Regents and the Chancellor to represent The University of Texas System and its component institutions outside the boundaries of the State of Texas, and in such representation they shall receive reimbursement for the actual cost of meals, lodging, and incidental expenses, not to exceed \$35.00 per day in lieu of any fixed per diem allowance. The administrative officers entitled to such reimbursement shall be designated in writing by the Chancellor and Deputy Chancellor upon recommendation of the appropriate Executive Vice-Chancellors, and the list of those designated shall be filed with the Secretary to the Board of Regents. In like manner, two administrative officers from each of the component institutions are authorized and directed by the Board of Regents and the Chancellor to represent The University of Texas System and its component institutions outside the boundaries of the State of Texas, and in such representation they shall receive reimbursement for the actual cost of meals, lodging and incidental expenses, not to exceed \$35.00 per day in lieu of any fixed per diem allowance. The administrative officers entitled to such reimbursement shall be designated in writing by the Chancellor or Deputy Chancellor upon recommendation of the institutional heads, and the list of those designated shall be filed with the Secretary to the Board of Regents.

- 13.3(10) Special Exceptions to Foregoing General Travel Regulations. -- The provisions of the foregoing general travel regulations apply to all employees and all funds but employees may elect to take advantage of the specific exceptions authorized below:
- 13.3(10)1 Contracts--Travel allowances under research or other contracts, which are 100 per cent reimbursable, will follow the terms of the contract, and in the absence of specifications the travel rules and regulations covering payments from Grants and Trust Funds will apply.
- 13.3(10)2 Grants and Trust Funds. --Travel allowances paid from grants and trust funds, unless otherwise specified under the grant or gift, may be on a per diem basis as specified in the foregoing general travel regulations except that a maximum of \$17.00 per calendar day or \$4.25 per quarter day (as defined in Sec. 13.36) per diem rate shall apply to both in-state and out-of-state travel. When anticipated living costs are unusually low for those engaged in travel, the person authorizing the travel may reduce the per diem for all or any part of the travel, provided that the employee shall be notified of such reduced per diem before being allowed to incur any expense. In addition to per diem, costs of public transportation or rented vehicle, supported by receipts for expenses in excess of \$2.50, will be paid.

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If transportation is by private car, reimbursement will be paid at a rate not to exceed 10¢ per mile but limited to an amount not in excess of the cost of regular air transportation. When not otherwise prohibited by the terms of the gift or grant, employees may also be reimbursed for required registration fees or similar expenses incurred in attending meetings of organizations or associations. Receipts for registration fees or similar expenses shall be obtained and attached to the expense account.

13. 3(10)3 Intercollegiate Athletics. --Actual expenses will be paid at no per diem limit, provided such expenditures in the amount of \$2.00 or more are supported by signed receipts.

Sec. 14. Freight and Express, Advertising, Postage and Box Rent, Telephone, Telegraph, and Subscription Vouchers.

- 14.1 Vouchers for freight and express charges are, if practicable, made payable to the local agent but in the name of the transportation company. A careful check shall be made for damages or shortages and, if any, notation is made on the receipt of the transportation company before the shipments are accepted. The vendor shall be notified in writing when damages or shortages occur and a copy of the notification shall be attached to the voucher when deductions are made on the invoice. In general, charges for freight and express are made against the same accounts as those charged for the purchase of the related materials.
- 14.2 Transportation charges for purchases at delivered prices (f. o. b. destination) cannot be paid by a component institution. An acceptance shall, therefore, not be given the transportation company unless such charges are prepaid.
- 14.3 A copy of the advertisement, as well as the invoice and affidavit of the publisher, showing rates in conformity with State laws, shall be attached to vouchers for advertisements.
- 14.4 Vouchers for postage and postal box rent shall be made payable to the United States Postmaster. Postage stamps are available at a central supply center at most institutions. Where a postage meter is used by the institution, the use of stamps is limited.
- 14.5 Payment for telephone charges shall be handled at The University of Texas at Austin through the Office of the Director of Physical Plant. Interdepartmental vouchers are sent to the department being charged and all long-distance calls shall be carefully checked in the department before the vouchers are sent to the Business Office. At the other component institutions, the vouchering and checking shall be handled through the business offices. Only authorized persons shall make long distance calls on University business and personal long distance calls shall not be charged to institutional accounts.
- 14.6 Copies of all telegrams sent shall be retained in the files of the department or office responsible for the charge for one fiscal year and shall be checked against the itemized bill from Western Union before vouchering the bill. The itemized statement from Western Union showing the persons sending each telegram and the person to whom the message was sent shall be attached to the voucher for payment.

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- 14.7 Subscriptions to publications shall be vouchered after the first copy is received. This is noted on the voucher or invoice for payment, as well as the period covered by the subscription.
15. Supplies and Equipment. -- At most of the component institutions, stationery, office supplies, and some other general supplies and equipment may be secured through an institutional supply center. Payment for such purchases shall be by interdepartmental transfer vouchers which originate in the office furnishing such materials. When supplies and equipment are purchased through the Board of Control, or are payable from local funds, the general regulations for preparation of vouchers shall be as outlined herein.
16. Insurance on Money and Securities. -- As approved by the Board of Regents, The University of Texas System carries a blanket System-wide policy insuring against loss of money or securities at any of the component institutions. The premium paid by each institution is separately computed and is based on the coverage applicable at each institution. At the time any loss occurs at any institution, the System Comptroller shall be notified by the appropriate institutional business officer and shall approve all loss claims and settlements. Any settlement over \$2,000 and under \$10,000 shall be approved by the Chancellor or Deputy Chancellor as well as by the Comptroller, and shall be reported to the Board of Regents for ratification at the next meeting. Settlements in the amount of \$10,000 or more must have the advance approval of the Board of Regents. Money and Securities coverage may be combined with the blanket position fidelity bond. See Chapter V, Section 2.15.



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- b. Chapter XII (Determining Residence Status) was amended to read as follows: (Pages 77-86 )

CHAPTER XII

RULES AND REGULATIONS FOR DETERMINING RESIDENCE STATUS  
PURSUANT TO ARTICLE 2654c, VERNON'S TEXAS CIVIL STATUTES

Effective September 1, 1969

I. MINORS

Statute: Section 1(e)(1) An individual under twenty-one (21) years of age, living away from his family, and whose family resides in another state or has not resided in Texas for the 12-month period immediately preceding the date of registration shall be classified as a nonresident student;

Section 1(e)(2) An individual twenty-one (21) years of age or under whose family has not resided in Texas for the 12-month period immediately preceding the date of registration shall be classified as a nonresident student regardless of whether he has become the legal ward of residents of Texas or has been adopted by residents of Texas while he is attending an educational institution in Texas, or within a 12-month period before his attendance, or under circumstances indicating that the guardianship or adoption was for the purpose of obtaining status as a resident student;

Section 1(f) An individual twenty-one (21) years of age or under whose parents were formerly residents of Texas is entitled to pay the resident tuition fee for the 12-month period immediately following the parents' change of legal residence to another state.

A. Death or Divorce of Parents

The legal residence of a minor under 21 years of age is usually that of the father. Upon the death of the father, the legal residence of the minor is that of the mother. Upon divorce or legal separation of the parents, the residence of the minor is determined by the residence of the parent with whom the minor is making his home at the time of registration.

B. Custody by Court Order

If the custody of the minor has been granted by court order (e.g., divorce decree, child custody action, guardianship or adoption proceedings) to some other person than the parent, the residence of that person shall control; provided, however, that such grant of custody was not ordered during or within a year prior to the minor's enrollment in an institution of higher education (defined as any public junior college, public senior college or university, medical or dental unit or other agency of higher education) and was granted under circumstances indicating that such guardianship was not for the purpose of obtaining status as a resident student.

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If the minor is not making his home with either parent, and there is no court-appointed guardian, the residence of the parent with whom the minor last resided shall be presumed to control. If, however, the minor has made his home with, and has been dependent upon a grandparent for more than a year prior to enrollment in an institution of higher education, the residence of that natural guardian shall be regarded as his residence. The residence of a person other than a parent or a natural or legal guardian, who may furnish funds for payment of tuition, fees, or living expenses shall in no way affect the residence classification of a minor.

#### C. Abandoned Child

In the case of an abandoned child, the residence of a person who has stood in loco parentis for a period of time may determine the residence of such abandoned child. The fact of abandonment must be clearly established and must not have been for the purpose of affecting the residence of the minor, and the minor must have actually resided in the home of such person for two years immediately prior to registering in an institution of higher education in Texas and must have received substantially all of his support from such person. In the event that the in loco parentis relationship has not existed for the full two year period, a lesser period of time is acceptable in unusual hardship cases, such as death of both parents.

#### D. Orphan

An orphan who has lived for longer than a year in an established orphan's home in Texas operated by a fraternal, religious, or civic organization and has been graduated from the orphan's home shall be considered a resident of Texas provided he remains in Texas from the time of such graduation until he enters an institution of higher education.

#### E. Emancipated Child

Under certain circumstances, a minor may become emancipated or freed from parental control. If the minor has broken completely with his parents, is in fact residing apart from them, and has been entirely independent and wholly self-supporting, he may establish that he is "emancipated." If emancipation is clearly proved, the residence classification of the minor is determined by the residence of the minor rather than the residence of the parents, and after 12 months in Texas under such circumstances, the minor may be classified as a resident, if he otherwise satisfies the statutory requirements applicable to those over 21 (e.g., see presumption arising from residence while a student). Proof of his emancipation is the responsibility of the minor.

#### F. Married Minors

A minor male who is married shall have the power and capacity of a single person of full age with the exception of the right to vote and is entitled to select his own place of legal residence. After 12 months' residence in Texas under such circumstances the minor may be classified as a resident if he otherwise satisfies the statutory requirements applicable to those over 21 years of age. The legal residence of a minor female who is married is controlled by the legal residence of her husband. The residence classification for tuition purposes of either a nonresident male or female who marries a Texas resident shall be governed by the provisions of the tuition statute and of these rules and regulations as hereinafter set out.

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G. Minors Whose Parents Moved to  
Another State or Foreign Country

If the parents of a minor who is enrolled as a resident student move their legal residence to another state or foreign country, the minor shall be classified as a nonresident at all subsequent registration periods. Under the provisions of Section 1(f) the minor will be entitled to pay the resident tuition fee for the 12-month period immediately following the parents change of legal residence to another state.

If the parents of a minor move to another state or foreign country, or reside outside the state or in a foreign country at the time of enrolling in an institution of higher education, but claim legal residence in Texas, conclusive evidence must be presented that the father is still claiming legal residence in the State of Texas and that he has the present intent to return to the state.

A certificate from the employer of the parents that the move outside the state was temporary and that there are definite plans to return the parents to Texas by a determinable future date may be considered in this connection.

If a minor whose parents have moved their legal residence to another state or foreign country resides in Texas for 12 consecutive months following his 21st birthday and by his actions clearly indicates that his intention is to establish permanent residence in the state, he may be classified as a resident student effective with the beginning of the term or semester following his 22nd birthday despite the fact that his entire period of residence in Texas has been as a student.

When the parents of a minor who have established their legal residence in another state or foreign country return and reestablish their legal residence in Texas the minor must be classified as a nonresident until the first registration after the parents have resided in the state for a 12-month period following their return.

II. RESIDENCE OF INDIVIDUALS OVER TWENTY-ONE

Statute: Section 1(e)(3) An individual twenty-one (21) years of age or over who has come from outside Texas and who is gainfully employed in Texas for a 12-month period immediately preceding registration in an educational institution shall be classified as a resident student as long as he continues to maintain a legal residence in Texas; and

Section 1(e)(4) An individual twenty-one (21) years of age or over who resides out of the state or who has come from outside Texas and who registers in an educational institution before having resided in Texas for a 12-month period shall be classified as a nonresident student.

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Section 1(h) A nonresident student classification is presumed to be correct as long as the residence of the individual in the state is primarily for the purpose of attending an educational institution. After residing in Texas for at least twelve (12) months, a nonresident student may be reclassified as a resident student as provided in the rules and regulations adopted by the Coordinating Board, Texas College and University System. Any individual reclassified as a resident student is entitled to pay the tuition fee for a resident of Texas at any subsequent registration as long as he continues to maintain his legal residence in Texas.

#### Establishment of Residence

Any individual 21 years of age or over who moves into the state and who is gainfully employed within the state for a period of 12 months prior to enrolling in an educational institution (defined as any institution of higher education, public or private, above the high school level), is entitled to classification as a resident. If such 12 months' residence, however, can be shown not to have been for the purpose of establishing legal residence in the state but to have been for some other purpose, the individual is not entitled to be classified as a resident. Any student registering in an educational institution prior to having resided in the state for 12 months shall be classified as a nonresident for tuition purposes.

A person classified as a nonresident student upon his first enrollment in an institution of higher education is presumed to be a nonresident for the period during which he continues as a student. If such nonresident student withdraws from school and resides in the state while gainfully employed for a period of 12 months, upon re-entry into an institution of higher education he will be entitled to be reclassified as a resident for tuition purposes. Accumulations of summer and other vacation periods do not satisfy this requirement. A student is not entitled to reclassification after a residence in the state for 12 months merely on the basis of his or his wife's employment, registration to vote, registration of a motor vehicle and payment of personal property taxes thereon, or the securing of a Texas driver's license. The presumption of a "nonresident" is not a conclusive presumption, however, and other facts may be considered to determine if the presumption has been overcome. Material to this determination are business or personal facts or actions unequivocally indicative of a fixed intention to reside permanently in the state including, but not limited to, the length of residence and full-time employment prior to registering in the institution, the fact of full-time employment and the nature of such employment (regular industrial, business or professional employment as distinguished from student-type employment) while a student, purchase of a homestead with substantial down-payment, and marriage to a resident of Texas. All of these facts are weighed in the light of the fact that a student's residence while in school is primarily for the purpose of education and not to establish residence, and that decisions of an individual as to residence are generally made after the completion of an education and not before.

#### III. MARRIED STUDENTS

Statute: Section 1(i) A nonresident who marries and remains married to a resident of Texas, classified as such under this Act at the time of the marriage and at the time the nonresident

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registers, is entitled to pay the resident tuition fee regardless of the length of time he has lived in Texas, and any student who is a resident of Texas who marries a nonresident is entitled to pay the resident tuition fee as long as he does not adopt the legal residence of the spouse in another state.

#### Nonresident Who Marries a Resident of Texas

The nonresident male or female student who marries a resident of Texas is entitled to pay the resident tuition at the registration period next following the date of marriage upon submission of evidence of such marriage and of the spouse's legal residence in Texas. The legal residence of a wife, regardless of her age, follows that of her husband. Therefore, a woman who is a resident of Texas and who marries a nonresident shall be classified as a nonresident for all enrollment periods subsequent to her marriage; provided, however, that she shall be permitted to pay the resident tuition so long as she does not affirmatively by her actions adopt the legal residence of her husband (for example, registering to vote in another state).

In the event a nonresident male or female student who marries a resident of Texas, and subsequently, is divorced, such nonresident student shall be classified as a nonresident for all enrollment periods subsequent to the date of such divorce.

#### IV. MILITARY PERSONNEL AND VETERANS

Statute: Section 1(k) Military personnel are classified in the following manner:

(1) An officer, enlisted man or woman, selectee or draftee of the Army, Army Reserve, Army National Guard, Air National Guard, Texas State Guard, Air Force, Air Force Reserve, Navy, Navy Reserve, Marine Corps, Marine Corps Reserve, Coast Guard, or Coast Guard Reserve of the United States, who is assigned to duty in Texas is entitled to register himself, his spouse, and their children in a state institution of higher education by paying the tuition fee and other fees or charges required of Texas residents, without regard to the length of time he has been assigned to duty or resided within the state; provided, however, that out-of-state Army National Guard or Air National Guard members attending training with Texas Army or Air National Guard units under National Guard Bureau regulations shall not be exempted from nonresident tuition by virtue of such training status nor shall out-of-state Army, Air Force, Navy, Marine Corps, or Coast Guard Reserves training with units in Texas under similar regulations be exempted from nonresident tuition by virtue of such training status. It is the intent of the legislature that only those members of the Army or Air National Guard, Texas State Guard, or other reserve forces mentioned above, be exempted from the nonresident tuition fee and other fees and charges only when they become members of Texas units of the military organizations mentioned above;

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(2) As long as they reside continuously in Texas, the spouse and children of a member of the Armed Forces of the United States who has been assigned to duty elsewhere immediately following assignment to duty in Texas are entitled to pay the tuition fees and other fees or charges provided for Texas residents;

(3) If nonresident military personnel are attending an institution of higher education under a contract between the institution and any branch of the Armed Forces of the United States, in which the tuition of the member of the military is paid in full by the United States Government, the student shall pay the nonresident tuition fee;

(4) A Texas institution of higher education may charge to the United States Government the nonresident tuition fee for a veteran enrolled under the provisions of a Federal law or regulation authorizing educational or training benefits for veterans;

(5) The spouse and children of a member of the Armed Forces of the United States who dies or is killed are entitled to pay the resident tuition fee, if the wife and children become residents of Texas within sixty (60) days of the date of death; and

(6) If a member of the Armed Forces of the United States is stationed outside Texas and his spouse and children establish residence in Texas by residing in Texas and by filing with the Texas institution of higher education at which they plan to register a letter of intent to establish residence in Texas, the institution of higher education shall permit the spouse and children to pay the tuition, fees, and other charges provided for Texas residents without regard to length of time that they have resided within the state.

A. Certification of Assignment to Duty in Texas

Subsection (k)(1) provides that military personnel assigned to duty within the State of Texas, their husband or wife as the case may be and their children, shall be entitled to pay the same tuition as a resident of Texas regardless of the length of their physical presence in the state. To be entitled to pay the resident tuition fees, such military personnel shall submit at the time of each registration a statement from his commanding officer or personnel officer certifying that he is then assigned to duty in Texas and that same will be in effect at the time of such registration in an institution of higher education. This subsection also provides that a nonresident member of an out-of-state National Guard unit who is temporarily training with a Texas National Guard unit will not be entitled to pay the resident tuition.

B. Spouse and Children of Member of Armed Services

Subsection (k)(2) provides that the spouse and children of a member of the armed forces assigned to duty outside the State of Texas immediately after assignment in Texas may be entitled to pay the resident tuition as long as they reside continuously in Texas.

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Subsection (k)(6) provides that the spouse and children of a member of the armed forces who is assigned to duty outside the State of Texas and sends his family to the State of Texas may be entitled to pay the resident tuition if they file with the institution of higher education at which the student intends to register a letter of intent, an affidavit or other evidence satisfactory to the institution stating that they intend to become permanent residents of Texas.

Subsection (k)(5) provides that a member of the immediate family (which shall include spouse or children) of a member of the armed forces who dies or is killed in action while in military service may qualify to pay the resident tuition if they become residents of Texas within 60 days of the date of death. To qualify under this provision, the student shall submit to the institution of higher education satisfactory evidence establishing the date of death and residence in Texas.

The military personnel spouse and children enumerated in (k)(1), (2), (5), and (6) are classified as nonresidents but shall be entitled to pay the resident tuition regardless of their length of residence in Texas if they comply with the provisions of the statute and these rules and regulations.

#### C. Nonresident Military Personnel Attending College Under Contract

Subsection (k)(3) provides that nonresident military personnel attending an institution of higher education under a contract with any branch of the armed forces where the tuition is paid in full under the provisions of such contract shall be charged nonresident tuition even though such military personnel may be assigned to duty pursuant to military orders at an institution of higher education.

#### D. Nonresidents Attending College under Federal Benefits Programs for Veterans

Subsection (k)(4) provides that the institution of higher education may charge the nonresident tuition fee for a nonresident veteran to the United States Government under the provisions of any federal law or regulation authorizing educational or training benefits for veterans.

#### E. Legal Residence of Person in Military Service

A person in military service is presumed to maintain during his entire period of active service the same legal residence which was in effect at the time he entered military service. A person stationed in a state on military service is presumed not to establish a legal residence in that state because his presence is not voluntary but under military orders. It is possible for a member of the military service to abandon his domicile of original entry into the service and to select another, but to show establishment of a new domicile during the term of active service, there must be clear and unequivocal proof of such intent. An extended period of service alone is not sufficient. The purchase of residential property is not conclusive evidence unless coupled with other facts indicating an intent to put down roots in the community and to reside there after termination of military service. Evidence which will be considered in determining this requisite intent includes, but is not limited to a substantial investment in a residence and the claiming of a homestead exemption thereon, registration to vote, and voting in local elections, registration of an automobile in Texas and payment of personal property taxes thereon, obtaining a Texas driver's license, maintaining

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checking accounts, savings accounts and safety deposit boxes in Texas banks, existence of wills or other legal documents indicating residence in Texas, change of home-of-record and designation of Texas as the place of legal residence for income tax purposes on military personnel records, business transactions or activities not normally engaged in by military personnel, membership in professional or other state organizations, and marriage to a resident of Texas. Purchase of property during terminal years of military service preceding retirement generally is given greater weight than a similar purchase made prior to such terminal period.

F. Residence Classification of Veterans Upon Separation from Military Service

A person who enrolls in an institution of higher education following his separation from military service must be classified as a nonresident student unless, (1) he was a legal resident of Texas at the time he entered military service and has not relinquished that residence, (2) he can prove that during his military service he has, in fact, established a bona fide, legal residence in Texas at a time at least 12 months prior to his registration, or (3) he has resided in Texas other than as a student for 12 months prior to his registration and subsequent to his discharge from service.

V. EMPLOYEES OF INSTITUTIONS OF HIGHER EDUCATION

Statute: Section 1(1) A teacher, professor, or other employees of a Texas institution of higher education is entitled to register himself, his spouse, and their children in a state institution of higher education by paying the tuition fee and other fees or charges required for Texas residents, without regard to the length of time he has resided in Texas. A teacher, professor, or other employee of a Texas institution of higher education is any person employed at least one-half time on a regular monthly salary basis by a state institution of higher education.

A person employed at least half-time on a regularly monthly salary basis (not an hourly employee) by any public institution of higher education, with an effective date of employment on or before the 12th class day of a regular semester or the 4th class day of a summer term, may pay the same tuition as a resident of Texas for himself, his husband or wife as the case may be and their children, regardless of the length of residence in the state. To be entitled to pay the resident tuition fees such employee must submit prior to the time of each registration a statement from the Director of Personnel or a designated representative of the institution of higher education for which he is employed certifying that such employment will be in effect at the time of registration.

VI. ALIENS

Statute: Section 1(j) An alien student is classified as a nonresident student; however, an alien who is living in this country under a visa permitting permanent residence or who has filed with the proper Federal immigration authorities a declaration of intention to become a citizen has the same



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privilege of qualifying for resident status for fee purposes under this Act as has a citizen of the United States. A resident alien residing in a junior college district located immediately adjacent to Texas boundary lines shall be charged the resident tuition by that junior college.

Students who are aliens in this country on a student visa or a visa other than one entitling them to immigrant status are classified as nonresident students. An alien who is in this country on an immigrant visa can be classified as a resident student if he has resided in the state for a period of 12 months under circumstances indicating his intention to reside permanently in Texas and not merely to complete his education. To this extent an alien residing in Texas on an immigrant visa shall be in no different position than the citizen of the United States who has been a resident of another state.

#### VII. RECIPROCITY CLAUSE APPLICABLE TO JUNIOR COLLEGES

Statute: Section 1(d) The nonresident tuition fee prescribed in this Act does not apply to a nonresident student who is a resident of a state situated adjacent to Texas and who registers in any Texas public junior college situated immediately adjacent to the state in which the nonresident student resides. The nonresident student described in this Subsection shall pay an amount equivalent to the amount charged a Texas student registered at a similar school in the state in which the nonresident student resides.

#### VIII. STUDENT RESPONSIBILITIES

##### A. Student Responsibility to Register Under Proper Classification

The responsibility of registering under the proper residence classification is that of the student, and if there is any question of his right to classification as a resident of Texas, it is his obligation, prior to or at the time of his registration, to raise the question with the administrative officials of the institution in which he is registering and have such officially determined.

##### B. Notification Upon Becoming a Nonresident

Every student who is classified as a resident student but who becomes a nonresident at any time by virtue of a change of legal residence by his own action or by the person controlling his domicile is required to notify the proper administrative officials of his institution at once.

#### IX. OFFICIAL CHANGE OF RESIDENCE STATUS

##### A. Application for Reclassification

Every student classified as a nonresident student shall be considered to retain that status until such time as he shall have made written application for reclassification in the form prescribed by the institution and shall have been officially reclassified in writing as a resident of Texas by the proper administrative officers of the institution.

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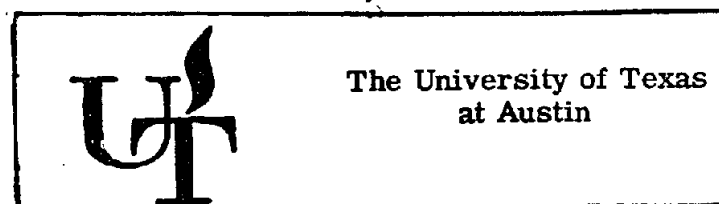
**B. Reclassification as a Nonresident**


Every person who has been classified as a resident of Texas shall be reclassified as a nonresident student whenever he shall report, or there is found to exist, circumstances indicating a change in legal residence to another state. If any student who has been classified as a resident of Texas shall be found to have been erroneously so classified, he shall be reclassified as a nonresident and shall be required to pay the difference between the resident and nonresident fees for such semesters in which he was so erroneously classified. In addition, he shall be required to pay back all monies borrowed from the Texas Opportunity Plan Fund.

**C. Reclassification as a Resident**

If any student has been erroneously classified as a nonresident student and subsequently proves to the satisfaction of the appropriate officials of an institution of higher education that he should have been classified as a resident student, he shall be reclassified as a resident of Texas and shall be entitled to a refund of the difference between the resident and nonresident fees for the semesters in which he was so erroneously classified.

**U. T. SYSTEM: SYMBOL FOR PUBLIC DESIGNATION FOR THE UNIVERSITY OF TEXAS SYSTEM AND EACH COMPONENT INSTITUTION; SYMBOL FOR STATIONERY OF SYSTEM ADMINISTRATION.** --The following symbol for The University of Texas System and each of its component institutions was adopted. This symbol is for public use such as signs, etc., and is to be in the official colors of the respective institution. The symbols in the appropriate colors will be made a part of the records as soon as possible. Below is a sample:



It was further authorized that this symbol  be used on System Administration stationery only.

**U. T. SYSTEM: REGENTAL COMMITTEE WITH RESPECT TO DEVELOPMENT BOARD MATTERS.** --The Chairman was authorized to appoint a regental committee to consult with Chancellor Ransom and Deputy Chancellor LeMaistre on the rules and regulations governing the Development Board (and the internal foundations), the development offices at the several institutions, and the future program of systemwide development.

Chairman Erwin appointed to the committee Regent Williams, Chairman, Vice-Chairman Josey, Regent Peace, and any other member of the Board who wishes to serve on this committee. Chairman Erwin, Regent Garrett, Regent Ikard, and Regent Kilgore, indicated they desired to serve on the committee.

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**U. T. SYSTEM: 1969-70 OPERATING BUDGETS (INCLUDING AUXILIARY ENTERPRISES) AMENDED AND RATIFIED.** --The 1969-70 operating budgets (including Auxiliary Enterprises) were approved at the meeting on August 1, 1969, subject to the adequacy of funds appropriated by the 61st Legislature of the State of Texas, 1969. The Appropriations Bill (House Bill No. 2) passed by the 61st Legislature, Second Called Session, 1969, since the August 1, 1969, meeting provides adequate funding of these budgets and includes provision for certain additions. To provide these additions to the budgets, the 1969-70 operating budgets for the institutions were amended by including the following as listed below:

The University of Texas System Administration Lutcher Center	\$ 100,000
The University of Texas at Arlington Repair and Rehabilitation of Facilities	189,547
The University of Texas at El Paso Utilities	80,786
Repair and Rehabilitation of Facilities	802,000
The University of Texas Nursing School (System-wide) Clinical Nursing School at San Antonio	155,252
Undergraduate Nursing School at El Paso	100,000
The University of Texas Dental Branch at Houston Remodeling for Additional Dental Laboratories	600,000
Construction and Planning for New Institutions	
The University of Texas Medical School at Houston	10,000,000
The University of Texas Dental School at San Antonio	550,000
The University of Texas of the Permian Basin	250,000
The University of Texas at San Antonio	250,000

The University of Texas Medical Branch at Galveston Maintenance of Ashbel Smith Building	5,000
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The operating budgets for each component institution of The University of Texas System is within the funding level that was approved by the Board on August 1, 1969. The budgets as amended above are hereby finally approved and monies may be disbursed pursuant thereto. The budgets as finally approved are included in separate bound volumes entitled Annual Budgets, Volume XXIV.

**U. T. SYSTEM: FUTURE SPACE FOR LIBRARIES.** --The recommendation of Chancellor Ransom (presented at the September 1968 meeting) for libraries of The University of Texas at Austin was approved:

Main Library	Deposit Collections Library
All of Tower	Humanities Research Center
Old Library Building	East Campus Libraries

Also approval was given to Chancellor Ransom's recommendation that assuming certain changes in space by administrative offices in the Main Building that the library space in the Main Building be utilized as set out on Pages 88-90 .

This plan involves:

- (1) Moving Mr. Shelton's staff to the Commodore Perry (later to Post Office) (releasing M.B. 201, 3, 5, 7)
- (2) Moving the Librarian to offices in HRC (releasing M.B. 202)
- (3) Moving Library School to HRC 4th floor (releasing M.B. 313 through 331)
- (4) Moving Office of Sponsored Projects (Mr. Jacobsen) to appropriate space (releasing 18th floor of Tower)
- (5) Moving Navy Auditors to appropriate space (releasing 3 rooms on floor 25 of Tower)
- (6) Moving miscellaneous offices on floor 25 to System Offices (Carlson, Holland and secretary) (releasing 3 rooms on floor 25 of Tower)

Tower Floors: 17, 18, 19, 20, 21, 22, 23, 24, 25, 26

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<u>Space to be Reassigned</u>	<u>Present Utilization</u>	<u>Future Use</u>	<u>Square Feet Occupied</u>
Main Building 17 floor	Iconography, Humanities Research Center	Stacks for Main Library and carrels for graduate students and faculty	3,000
Main Building 18 floor	Office of Sponsored Projects	Stacks for Main Library and carrels for graduate students and faculty	3,000
Main Building 19 and 20 floors	Latin American cataloguing and Theatre Collection	Stacks for Main Library and carrels for graduate students and faculty	6,000

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<u>Space to be Reassigned</u>	<u>Present Utilization</u>	<u>Future Use</u>	<u>Square Feet Occupied</u>
Main Building 21, 22 and 23 floors	Theatre Collection, History of Science, Humanities Research C.	Stacks for assembling incoming collections	9,000
Main Building 24, 25 and 26 floors	Humanities Research Center staff; Navy and misc. offices; Graduate School of Library Science staff offices	Area Studies Programs (vernacular collections)	9,000
Main Building 125-133	Acquisitions and cataloguing	System Offices	5,700
Main Building 201, 203, 205, 207	Investments, Trusts, and Lands	System Offices	3,200
Main Building 202	Librarian's Office	To be determined	1,330
Main Building 300-318M	Latin American Collection	Cataloguing	8,795
Main Building 313-331	Graduate School of Library Science	Acquisitions	4,690
Main Building 1801-10	Sponsored Projects	Stacks and Carrels	3,000

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<u>Space to be Reassigned</u>	<u>Present Utilization</u>	<u>Future Use</u>	<u>Square Feet Occupied</u>
Main Building 2505, 2507, 2508	Navy Auditors	Area Studies Programs (vernacular collections)	3,000

Main Building 2501, 2502, 2503	Mr. Carlson, Mr. Holland and secretary	<b>System Offices</b>	3,000
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REASSIGNMENT OF LIBRARY SPACE

Main Building 311, 313, 315, 317 319, 321, 323, 325, 327, 329, 331	Now occupied by Graduate School of Library Science	For Library Acquisition, including general bibliography reference area, order and serial routines but excluding cataloguing.	4,690
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Main Building 300, 302, 304, 306, 309, 314, 314M, 316, 318, 318M	Now occupied by the Latin American Collection, scheduled for relocation in Richardson Hall.	Cataloguing	8,795
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Main Building 400, 401, 401M, 401S, 402, 402M, 402S, 403, 404, 407	Now occupied by the Stark Library scheduled for relocation in the Humanities Research Center Building.	To house major exhibit collections now in prospect and to be used for conferences and public meetings by Regents, administration, and Library	6,439
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Old Library Building 2, 4, 6, 201, 202 203, 205, and Bookstacks 1-7	Now occupied by the Archives and the Texas Collections, scheduled for relocation in Richardson Hall.	To provide for library services which require ample bookstack and reader service areas. the Education and Psychology Library; and Printed Documents Library for <u>University-wide</u> use, including Federal and State publications.	22,188
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**U. T. SYSTEM: AMENDMENT TO ROSTER OF DEPOSITORY BANKS.** -- The roster of depository banks for The University of Texas System was amended by adding the banks in the areas as set out below:

(1) in the Fort Worth-Arlington area the Continental National Bank of Fort Worth, Fort Worth, Texas, for time deposits only subject to the Continental National Bank being willing to execute the standard depository agreement previously approved by the Board of Regents, and

(2) in the Galveston area the W. R. Moody and Company, Bankers, Galveston, Texas, for time deposits only subject to the W. R. Moody and Company, Bankers being willing to execute the standard depository agreement previously approved by the Board of Regents.

It is understood that the amount of funds placed on time deposit in each of these banks shall not affect the hitherto approved arrangements within the other approved banks.

**U. T. AUSTIN: REPORT BY PRESIDENT HACKERMAN ON MANAGEMENT OF FOOD SERVICES IN THE TEXAS UNION.** --An oral report was received from President Hackerman on the management of food services in the Texas Union by the Texas Union Board. The Texas Union Board assumed management and operation of these food services on June 1, 1969. In addition to the routine financial reports issued on a monthly basis of this operation, as they are issued for all budgetary units, there is a special monthly report providing a detailed analysis of the income and expenditures and other pertinent operating data. President Hackerman said that these reports indicate that the financial operations by the Union Board compared favorably with those of the U. T. Austin Housing Division for the previous summer months of June, July, and August. He reported that there had been drink dispensers, ice cream bars, etc., installed and that there had been no complaints of the food and that in his opinion it was being well managed.

**U. T. AUSTIN: CONSIDERATION OF DOCTORAL DEGREE OF DOCTOR JAMES H. McCROCKLIN POSTPONED.** --Doctor James H. McCrocklin through his attorney advised the Secretary to the Board of Regents that he wished to be heard on September 12. Pursuant to authorization by the Committee of the Whole at the Regents' meeting on August 1, 1969, Chairman Erwin had requested an opinion from the Attorney General as to whether or not the Board of Regents has legal authority to cancel a doctoral degree that the Board has conferred under the circumstances presented in the case of Doctor James H. McCrocklin. Since the Attorney General had not had sufficient time to render the requested opinion, the consideration of the doctoral degree of Doctor James H. McCrocklin was again deferred.

**U. T. AUSTIN: APPOINTMENT OF DOCTOR JOHN A. GRONOUSKI AS DEAN OF THE LYNDON BAINES JOHNSON SCHOOL OF PUBLIC AFFAIRS.** --Doctor John A. Gronouski was named Dean of the Lyndon Baines Johnson School of Public Affairs and as Professor of Economics in the College of Arts and Sciences of The University of Texas at Austin effective September 15, 1969.

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U. T. AUSTIN: OPINION OF UNIVERSITY ATTORNEY WITH RESPECT TO RESIDENCE STATUS FOR TUITION PURPOSES FOR ROGER M. AND JO-ANN W. GRACE (MR. AND MRS. GRACE). --A report was received from Chancellor Ransom to the effect that he had denied the appeal of Roger M. and Jo-Ann W. Grace (Mr. and Mrs. Grace) to be residents of Texas for tuition purposes.

The denial of this appeal and the opinion of University Attorney Long that Roger M. and Jo-Ann W. Grace (Mr. and Mrs. Grace) have not complied with the Rules and Regulations pertaining to reclassification as residents for tuition purposes was confirmed.

U. T. AUSTIN: DEVELOPMENT OF PROGRAMS TO AID IN IMPROVING THE PUBLIC IMAGE OF U. T. AUSTIN: (1) APPROPRIATION OF \$15,000 FOR EQUIPMENT AND MATERIALS AND (2) RETENTION OF ROGERS/SPELCE COMPANY AS CONSULTANTS. --Approval was given to the recommendation of the Athletics Council of The University of Texas at Austin, as recommended by President Hackerman and concurred in by Deputy Chancellor LeMaistre:

1. That \$15,000 be appropriated from the item entitled Budget Control in the Athletics Council budget for the purpose of acquiring a sound-on-slide projector from the 3M Company to be used in a program depicting a favorable and true picture of The University of Texas at Austin in order to improve the public image of that institution.
2. That of the \$15,000 appropriated above, \$5,000 be used to produce a program for use of these machines and to employ the Rogers/Spelce Company for that purpose.

U. T. EL PASO: TRANSFER OF PREVIOUSLY APPROPRIATED FUNDS FOR CERTAIN CONSTRUCTION PROJECTS. --Approval was given to transfer \$725,000 previously approved for remodeling existing buildings at The University of Texas at El Paso to:

State appropriations for remodeling	\$ 22,000
Proceeds of Skiles Act Bonds	\$703,000

Approval was also given to transfer from the total funds appropriated for the Press Box Addition \$19,719 to The University of Texas at El Paso unappropriated Plant Funds--Interest on Time Deposit of Bond Proceeds, with authorization to repay any temporary advances from Permanent University Fund Bond proceeds or other sources that have been made for these purposes.

U. T. EL PASO: CHAPTERS 1, 2, AND 3 (STUDENT CONDUCT AND DISCIPLINE; SPEECH ADVOCACY AND ASSEMBLY; AND STUDENT ORGANIZATIONS) OF THE INSTITUTIONAL SUPPLEMENT. --The first three chapters (Chapter 1, [Student Conduct and Discipline]; Chapter 2, [Speech Advocacy]; and Chapter 3, [Student Organizations]) of The University of Texas at El Paso Institutional Supplement to the Regents' Rules and Regulations were adopted in the following form (Pages 93-118):



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## CHAPTER 1. STUDENT CONDUCT AND DISCIPLINE

## SUBCHAPTER 1-100. GENERAL PROVISIONS

## Sec. 1-101. PURPOSE

(a) The University of Texas at El Paso is a community of scholars whose members include faculty, students, and administrators. The university is dedicated to the enlargement, dissemination, and application of knowledge, as well as the development of ethically sensitive and morally responsible persons. The university seeks to achieve these goals through both formal and informal teaching, through research, and by creating an environment conducive to learning.

(b) In establishing policies governing student conduct, the university strives to achieve a balance between individual independence and essential social control. In regulating student conduct, the aim of the university is to encourage independence, self-direction, and maturity.

## Sec. 1-102. DEFINITIONS

In this chapter, unless the context requires a different meaning,

(1) "chancellor" means the Chancellor of The University of Texas System;

(2) "dean" means the Dean of Students, his delegate, or his representative;

(3) "president" means the President of The University of Texas at El Paso;

(4) "student" means a person enrolled in residence at the university or a person who has been accepted for admission or readmission at the university while he is on the campus;

(5) "university" means The University of Texas at El Paso; and

(6) "committee" means the Faculty Council's Committee on Student conduct.

## SUBCHAPTER 1-200. RESPONSIBILITIES

## Sec. 1-201. RESPONSIBILITIES OF STUDENTS

(a) The University of Texas System and the university have rules and regulations for the orderly and efficient conduct of their business. Each student is responsible for notice and knowledge of the contents of these rules and regulations and is expected to abide by them. A student who violates a rule or regulation set out in the Regents' Rules and Regulations or this supplement is subject to disciplinary action. (Sec. 3.1, Ch. VI, Ft. One, R & R.)\*

\* Citations within parentheses refer to material derived from the Regents' Rules and Regulations.

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(b) Through matriculation at the university, a student neither loses the rights nor escapes the responsibilities of citizenship. A student who violates the law is subject to punishment by civil authorities. The university shall not use institutional penalties merely to duplicate the penalties imposed by civil authorities. However, when a student violates a law on the campus of the university or in relation to university-oriented activity, the university may institute disciplinary action regardless of whether civil authorities have begun civil or criminal action for the same offense. (Sec. 3.(12), Ch. VI, Pt. One, R & R.)

(c) A student is responsible for any notice sent to his address of record.

#### Sec. 1-202. RESPONSIBILITIES OF THE UNIVERSITY

(a) The dean is primarily responsible for the development of policies affecting student life; the promulgation and enforcement of institutional rules governing student conduct; and the administration of university discipline. (Sec. 2.2, Ch. VI, Pt. One, R & R.)

(b) Subject to due process, the dean may assess penalties for the violation of rules or regulations of The University of Texas System or the university, regardless of whether those violations are also violations of civil or criminal law. (Sec. 3.(11), Ch. VI, Pt. One, R & R.)

(c) Faculty members and students are entitled to participate fully in the formulation and enforcement of policies and rules pertaining to student conduct.

(d) Rules and regulations affecting the conduct of men and women students shall be based on the general principles of equal treatment, without regard to the sex of the individual. Like penalties shall be imposed for like violations.

(e) The university should exercise its disciplinary authority in cases of off-campus violations of civil or criminal laws only when its interests as an academic community are distinct and clearly involved.

(f) The university shall print this supplement and make it readily available to all students. The dean shall request The Prospector to print and distribute this supplement at the beginning of each school year.

#### SUBCHAPTER 1-300. ADMINISTRATION OF DISCIPLINE

##### Sec. 1-301. ADMINISTRATION BY DEAN OF STUDENTS

Under direction of the president, the dean is primarily responsible for administration of student discipline.

##### Sec. 1-302. FACULTY COUNCIL'S COMMITTEE ON STUDENT CONDUCT

(a) The Faculty Council's Committee on Student Conduct has 7 members. The members are:

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(1) 5 representatives from the general faculty, nominated to the Faculty Council by the Committee on Committees, approved by majority vote of those members of the Faculty Council present and voting, and approved by the president for staggered 5-year terms;

(2) 2 students, nominated by the President of the Student Association and approved by two-thirds vote of the Student Senate for 1-year terms.

(b) The student members may be reappointed. During the summer session, the dean may make temporary appointments of students to the committee.

SUBCHAPTER 1-400. INITIATION OF DISCIPLINARY PROCEEDINGS AND ADMINISTRATIVE DISPOSITION

Sec. 1-401. INVESTIGATION

(a) When the dean receives information that a student has allegedly violated a regents' rule, university regulation, or administrative rule, he shall investigate the alleged violation. Except as provided in Subsection (b), the dean, after completing his preliminary investigation, may

(1) dismiss the allegation as unfounded; or

(2) summon the student for a conference, and after conferring with the student, either dismiss the allegation or

(A) proceed administratively under Section 1-403 if he determines that the alleged violation is a minor violation;

(B) proceed administratively under Section 1-404 if he determines that the alleged violation is a major violation; or

(C) prepare a complaint based on the allegation and send it to the committee.

(b) Pending action on the charges, the dean, the president, or the chancellor may suspend the right of a student to be present on the campus and to attend classes, or otherwise alter the status of a student

(1) for reasons relating to the student's physical or emotional safety and well-being;

(2) for reasons relating to the safety of students, faculty or administrative staff, or university property; or

(3) upon the student's indictment for a felony pending a final disposition of the indictment, but if he is not acquitted, his readmission to the university will be subject to the approval of the dean and the president.

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(c) Notwithstanding any other provision of this chapter, the dean, the president, or the chancellor may take immediate interim disciplinary action against a student who violates a rule or regulation of The University of Texas System or the university, when in the opinion of the official the interest of The University of Texas System or the university would be served by interim action.

(d) A student may appeal a suspension or alteration of status initiated under Subsection (b) to the Faculty Council's Committee on Student Conduct.

#### Sec. 1-402. SUMMONING STUDENT

(a) The dean may summon a student to appear in connection with an alleged violation by sending him a letter by certified mail, return receipt requested, addressed to the student at his address appearing in the registrar's records.

(b) The letter shall direct the student to appear at a specified time and place not less than 3 class days after the date of the letter. The letter shall also describe briefly but accurately the alleged violation.

(c) The dean may place on disciplinary probation a student who fails without good cause to comply with a letter sent under Subsection (a), or the dean may proceed against the student under Subchapter 1-500.

#### Sec. 1-403. ADMINISTRATIVE DISPOSITION OF A MINOR VIOLATION

(a) The dean may administratively dispose of any violation that he determines is a minor violation, without a hearing under Subchapter 1-500.

(b) The dean may take action other than by judicial proceeding in cases of student conduct involving psychological or mental disturbance or other unusual circumstances.

(c) In administratively disposing of a minor violation, the dean may impose any penalty authorized by Subdivision (1), (2), (3), (4), (5), (6), (7), (8), (9), or (10) of Section 1-601.

(d) The dean shall prepare an accurate, written summary of each administrative disposition of a minor violation and forward a copy to the student, and at his discretion, the dean may forward a copy to the parents or guardian of an unmarried minor student.

(e) The student has no right to a hearing under Subchapter 1-500 in the administrative disposition of a minor violation, but he may appeal the decision of the dean to the president, the chancellor, and to the Board of Regents.

#### Sec. 1-404. ADMINISTRATIVE DISPOSITION OF A MAJOR VIOLATION

(a) The dean may administratively dispose of any violation that he determines is a major violation without a hearing under Subchapter 1-500, if

(1) it is in the best interest of the university and the student concerned; and

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(2) the student concerned consents in writing to administrative disposition.

(b) A student may refuse administrative disposition of his alleged major violation and on refusal is entitled to a hearing under Subchapter 1-500. If a student accepts administrative disposition, he shall sign a statement that he understands the violation charged, his right to but waiver of a hearing, the penalty imposed, and his waiver of the right to appeal.

(c) In administratively disposing of a major violation, the dean may impose any penalty authorized by Section 1-601.

(d) The dean shall prepare an accurate, written summary of each administrative disposition of a major violation and forward a copy to the student and to the committee chairman.

#### SUBCHAPTER 1-500. HEARING

##### Sec. 1-501. REFERRAL TO COMMITTEE

(a) After drafting a complaint, the dean shall refer the complaint to the committee.

(b) At the first committee meeting of the academic year, the committee members shall elect a chairman from their number whose term as chairman shall be for 1 year. The chairman shall preside over the hearing, and among his other duties shall

(1) ascertain that the dean has satisfactorily performed the requirements of Section 1-502;

(2) rule on the admissibility of evidence, motions, and objections to the procedure, but a majority of the committee members present may override the chairman's ruling; and

(3) certify the hearing record when notice of appeal is given.

(c) Five members of the committee constitute a quorum and a majority of a quorum rules.

##### Sec. 1-502. DUTIES OF DEAN

The dean shall

(1) instruct members of the committee on hearing procedure;

(2) set the date, time, and place for the hearing and notify the student defendant of the date, time, and place;

(3) summon witnesses, and require the production of documentary and other evidence requested by the student defendant or the committee;

(4) arrange for recording the hearing as provided in Section 1-507(e); and

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(5) furnish a suitable room, necessary equipment, and clerical assistance to the committee for a hearing.

Sec. 1-503. NOTICE

(a) The dean shall notify the student defendant concerned by letter of the date, time, and place for the hearing. The dean shall send the letter by certified mail, return receipt requested, addressed to the student defendant at his address appearing in the registrar's records. If the student defendant is an unmarried minor, a copy of the letter may be sent to his parents or guardian.

(b) The letter shall specify a hearing date not less than 72 hours after the date of the letter. The committee chairman for good cause may postpone the hearing and shall direct the dean to notify all interested persons of the new hearing date, time, and place.

(c) The committee may hold a hearing at any time if

(1) the president, or his designated representative in his absence, states in writing to the dean that, because of extraordinary circumstances, the requirement of Subsection (b) is inappropriate; and

(2) the student defendant has actual notice of the date, time, and place of the hearing.

(d) A letter mailed under Subsection (a) shall

(1) direct the student defendant to appear before the committee on the date and at the time and place specified;

(2) advise the student defendant of his rights

(A) to a private hearing;

(B) to appear in person or with a representative at the hearing;

(C) to challenge members of the hearing committee;

(D) to know the identity of each witness who will testify against him;

(E) to summon witnesses, require the production of documentary and other evidence, and offer evidence and argue in his own behalf;

(F) to cross-examine each witness who testifies against him;

(G) to have the hearing recorded verbatim and have a stenographic digest made of the recording;

(H) to make his own stenographic transcript of the hearing; and

(I) to appeal to the president, the chancellor, and the Board of Regents;

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- (3) contain the names of the committee members;
- (4) contain a copy of the complaint; and
- (5) notify the student defendant that the dean may be represented by counsel and that the dean or counsel may cross-examine a witness testifying in the student defendant's behalf, or the student defendant if he testifies in his own behalf.

(e) The dean may suspend a student defendant who fails without good cause to comply with a letter sent under this section, or in his discretion, the dean may proceed with the hearing in the student's absence.

#### Sec. 1-504. PRELIMINARY MATTERS

(a) At least 2 class days before the hearing date, the student concerned shall furnish the dean and the committee chairman with

- (1) the name of each witness he wants summoned and a description of all documentary and other evidence he wants produced;
- (2) any objection that, if sustained, would prevent the hearing;
- (3) the name of the representative, if any, who will appear with him; and
- (4) notice of intent to challenge any member of the committee.

(b) When the hearing is set under Section 1-502, or for other good cause determined by the committee chairman, the student concerned is entitled to furnish the information described in Subsection (a) at any time before the committee begins deliberation on guilt or innocence.

#### Sec. 1-505. CHALLENGES TO THE COMMITTEE

If the accused student is not satisfied with the fairness or objectivity of any member of the committee, he may challenge the member's alleged lack of fairness or objectivity, but he is not entitled to disqualify the member from serving on the committee. It shall be up to each challenged member to determine whether he can serve with fairness and objectivity, and if the challenged member disqualifies himself, the dean shall appoint a qualified substitute member.

#### Sec. 1-506. PROCEDURE

(a) The hearing is informal and the chairman shall provide reasonable opportunities for witnesses to be heard. The hearing is closed, except that, with the consent of or on invitation of the student defendant, the following persons may attend:

- (1) representatives of the Committee on Academic Tenure and Responsibility;

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(2) officers of the Student Association or Justices of the Student Supreme Court;

(3) the Editor or Associate Editor of The Prospector; and

(4) not more than 2 other persons.

(b) The committee shall proceed generally as follows during the hearing:

(1) The dean reads the complaint;

(2) the chairman informs the student defendant of his rights listed in Section 1-503(d)(2);

(3) the dean presents the university's case;

(4) the student defendant presents his defense;

(5) the dean and the student defendant present rebuttal evidence and argument;

(6) the committee deliberates in private and decides the issue of guilt or innocence;

(7) if the committee finds the student defendant guilty, the dean and the student defendant may present evidence and argument on an appropriate penalty;

(8) the committee deliberates in private and determines an appropriate penalty; and

(9) the committee, through the dean, informs the student of the decision and penalty, if any.

#### Sec. 1-507. EVIDENCE

(a) Legal rules of evidence do not apply to hearings under this subchapter and the committee may admit and give probative effect to evidence that possesses probative value and is commonly accepted by reasonable men in the conduct of their affairs. The committee shall exclude irrelevant, immaterial, and unduly repetitious evidence. The committee shall give effect to the rules of privilege recognized by law, and in addition shall recognize as privileged, communications between a student and a member of the staff of the Student Health Center, the Counseling Center, and the Office of the Dean of Students where such communications were made in the course of performance of official duties and when the matters discussed are understood by the staff member and the student to be confidential. Committee members may freely question witnesses.

(b) The committee shall presume a student defendant innocent of the alleged violation until it is convinced of his guilt by clear and convincing evidence.

(c) A witness shall testify and produce documentary and other evidence unless the testimony, document, or other evidence is privileged. A student defendant may not be compelled to testify.



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(d) All evidence shall be offered to the committee during the hearing and made a part of the hearing record. Documentary evidence may be admitted in the form of copies or extracts, or by incorporation by reference. Real evidence may be photographed or described for the record. The committee shall decide the issue of guilt or innocence and an appropriate penalty solely on the basis of admitted evidence. The committee may consider a student defendant's disciplinary record only in determining an appropriate penalty after finding him guilty of the alleged violation.

(e) A tape recording shall be made of the hearing under supervision of the dean. A stenographic digest of the recording shall be made if needed for appeal, and on request, a student defendant shall be given a copy of the digest. A student defendant or his representative may listen to the tape recording under supervision of the dean and compare it with the digest. A student defendant may have a stenographer present at the hearing to make a stenographic transcript of the hearing, at the student's expense, but the student is not permitted to record the hearing by electronic means.

#### Sec. 1-508. DECISION

(a) The committee shall state in writing each finding of guilt and the penalty determined. Each committee member concurring in the finding and penalty shall sign the statement. The committee may include in the statement its reasons for the finding and penalty.

(b) On or before the 10th class day after the day it announces its decision, the committee, on motion of the student defendant or the dean, may reconsider its decision on the finding or penalty and change its decision or set aside its decision and order a rehearing. The committee may not increase the penalty originally assessed unless a rehearing is ordered and held.

#### Sec. 1-509. RECORD

- (a) The hearing record consists of
- (1) a copy of the notice required under Section 1-503;
  - (2) the recording and stenographic digest of the recording, if made, together with all documentary and other evidence offered or admitted in evidence;
  - (3) written motions, pleas, and any other materials considered by the committee; and
  - (4) the committee's decisions.

(b) If notice of appeal is timely given as provided in Section 1-701, the dean, at the committee chairman's direction, shall prepare the record; the chairman shall certify its completeness and accuracy; and the dean shall send it to the committee with a copy to the student appellant, on or before the 10th class day after the day notice of appeal is given.

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## SUBCHAPTER 1-600. PENALTIES

## Sec. 1-601. AUTHORIZED DISCIPLINARY PENALTIES

The dean, under Subchapter 1-400, or a faculty-student discipline committee after a hearing under Subchapter 1-500, may impose one or more of the following penalties for violation of a regents' rule, university regulation, or administrative rule:

- (1) admonition;
- (2) warning probation;
- (3) disciplinary probation;
- (4) withholding of transcript or degree;
- (5) bar against readmission;
- (6) restitution;
- (7) suspension of rights and privileges;
- (8) suspension of eligibility for official athletic and nonathletic extracurricular activities;
- (9) failing grade;
- (10) denial of degree;
- (11) suspension from the university;
- (12) expulsion from the university.

## Sec. 1-602. NATURE OF DISCIPLINARY PENALTIES

(a) An admonition is a written reprimand from the dean to the student on whom it is imposed.

(b) Warning probation indicates that further violations of regulations will result in more severe disciplinary action. The dean shall impose warning probation for a period of not more than 1 calendar year, and the student shall be removed automatically from probation when the imposed period expires.

(c) Disciplinary probation indicates that further violations may result in suspension. Disciplinary probation may not be imposed for more than 1 calendar year.

(d) Withholding of transcript or degree is imposed upon a student who fails to pay a debt owed the university, and the penalty terminates on payment of the debt.

(e) Bar against readmission is imposed on a student who has left the university and fails to pay a debt owed the university. The penalty terminates on payment of the debt.

(f) Restitution is reimbursement for damage to or misappropriation of property. Reimbursement may take the form of appropriate service to repair or otherwise compensate for damages.

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(g) Suspension of rights and privileges is an elastic penalty. The dean or the discipline committee may impose limitations to fit the particular case.

(h) Suspension of eligibility for official athletic and nonathletic extracurricular activities prohibits, during the period of suspension, the student on whom it is imposed from joining a registered student organization; taking part in a registered student organization's activities, or attending its meetings or functions; and from participating in an official athletic or nonathletic extracurricular activity. A suspension may be imposed under this subsection for not more than 1 calendar year.

(i) A failing grade may be assigned to a student for a course in which he was found guilty of scholastic dishonesty.

(j) A student found guilty of scholastic dishonesty may be denied his degree.

(k) Suspension from the university prohibits, during the period of suspension, the student on whom it is imposed from entering the university campus, except in response to an official summons; from being initiated into an honorary or service organization; and from receiving credit at a component of the university system for scholastic work done in residence or by correspondence or extension. Except when suspension is imposed for scholastic dishonesty, the dean or the committee may permit the receipt of credit for scholastic work done during the period of suspension.

(l) Expulsion from the university is permanent severance from the university.

#### SUBCHAPTER 1-700. APPEAL

##### Sec. 1-701. RIGHT TO APPEAL

(a) A student defendant or the dean may appeal the decision of the committee to the Board of Regents through the president and the chancellor.

(b) An appeal from a decision of the committee or of any higher reviewing authority shall be made by giving written notice to the dean on or before the 10th class day after the day on which the decision or action appealed from is announced. The notice is informal, but shall contain the student's name, the date of the decision or action, if any, and the name of the student defendant's representative, if any. If the dean is the appellant, notice shall be given the student defendant on or before the 10th class day after the day on which the decision or action appealed from is announced.

(c) Notice of appeal timely given by a student defendant suspends the imposition of penalty until the appeal is finally decided, but interim action may be taken as authorized under Subchapter 1-400.

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Sec. 1-702. CONSIDERATION OF APPEAL BY PRESIDENT, CHANCELLOR,  
AND BOARD OF REGENTS

(a) An appeal to the president, the chancellor, and/or the Board of Regents shall be based on the record made at the hearing, but the student defendant or the dean may present any reasons he wishes to urge against the action of the committee or of any higher reviewing authority. The president, the chancellor, and/or the Board of Regents may require that the reasons for the appeal be presented in writing instead of orally.

(b) The president, the chancellor, and/or the Board of Regents may approve, reject, or amend the findings, recommendations, and suggestions of the committee or of any higher reviewing authority, or may return the findings, recommendations, and suggestions to the committee for hearing additional evidence and reconsidering its findings, recommendations, or suggestions.

SUBCHAPTER 1-800. STUDENT STANDARDS OF CONDUCT

Sec. 1-801. CONDUCT EXPECTED OF STUDENTS

The succeeding sections of this chapter describe offenses for which a disciplinary proceeding may be initiated, but the university expects from its students a higher standard of conduct than the minimum required to avoid discipline. The university expects all students to obey the law, to show respect for properly constituted authority, to perform contractual obligations, to maintain absolute integrity and a high standard of individual honor in scholastic work, and to observe standards of conduct appropriate for a community of scholars.

Sec. 1-802. SCHOLASTIC DISHONESTY

(a) The dean may initiate disciplinary proceedings under this chapter against a student accused of scholastic dishonesty.

(b) "Scholastic dishonesty" includes, but is not limited to, cheating on a test, plagiarism, and collusion.

(c) "Cheating on a test" includes

- (1) copying from another student's test paper;
- (2) using during a test materials not authorized by the person giving the test;
- (3) collaborating without authority with another student during a test;
- (4) knowingly using, buying, selling, stealing, transporting, or soliciting in whole or part the contents of an unadministered test;
- (5) substituting for another student, or permitting another student to substitute for one's self, to take a test; and

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(6) bribing another person to obtain an unadministered test or information about an unadministered test.

(d) "Plagiarism" means the appropriation of another's work and the unacknowledged incorporation of that work in one's own written work offered for credit.

(e) "Collusion" means the unauthorized collaboration with another person in preparing written work offered for credit.

#### Sec. 1-803. FINANCIAL TRANSACTIONS WITH THE UNIVERSITY

(a) No student may refuse to pay or fail to pay a debt he owes to the university.

(b) No student may give the university a check, draft, or order with intent to defraud the university.

(c) A student's failure to pay the university the amount due on a check, draft, or order on or before the 5th class day after the day he receives written notice from the business office that the drawee has rightfully refused payment is prima facie evidence that the student intended to defraud the university.

(d) The dean may initiate disciplinary proceedings against a student who has allegedly violated Subsection (a) or (b).

#### Sec. 1-804. CERTAIN OTHER OFFENSES

The dean may initiate disciplinary proceedings against a student who

(1) violates a federal or state penal law on university property or in connection with any university-oriented activity;

(2) furnishes false information to the university with intent to deceive;

(3) forges, alters, or misuses university documents, records, identification cards, or tickets;

(4) damages, defaces, or destroys university property or private property on the campus;

(5) engages in hazing, as defined by state law, or submits to hazing;

(6) possesses or uses intoxicating beverages in a university classroom building, dormitory, laboratory, auditorium, library building, museum, faculty or administrative office, intercollegiate and intramural athletic facility, or any other public campus area;

(7) fails to respond to an official notice;

(8) possesses or uses firearms on university-owned property without written permission from the dean;

(9) conducts himself in a manner that significantly interferes with university teaching, research, administration, and the university's subsidiary responsibilities;

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(10) conducts himself in a manner that significantly endangers the health or safety of members of the university or of visitors on the campus; or

(11) possesses or uses without authorization on university property chemicals dangerous to the student, to others, or to university property.

#### SUBCHAPTER 1-900. APPLICABLE REGENTS' RULES

##### Sec. 1-901. PROHIBITED CONDUCT

Gambling, immoral conduct, dishonesty, the illegal use, possession, or sale of drugs or narcotics, or the excessive use of intoxicating liquors renders the student subject to discipline. Any student placed on probation for or finally convicted of the illegal use, possession, or sale of a drug or narcotic shall be automatically expelled from school, regardless of whether or not the illegal act that gave rise to the conviction was committed on the campus of the university. (Sec. 3.3, Ch. VI, Pt. One, R & R.)

##### Sec. 1-902. PRESENCE ON CAMPUS DURING SUSPENSION PROHIBITED

No former student who has been suspended for disciplinary reasons from the university or from any component institution of The University of Texas System shall be permitted on the campus of the university during the period of suspension without the prior written approval of the president. (Sec. 3.5, Ch. VI, Pt. One, R & R.)

##### Sec. 1-903. ADVOCATING VIOLATION OF LAW PROHIBITED

Any student who advocates or recommends, either orally or in writing, the conscious and deliberate violation of any federal, state, or local law is subject to discipline. (Sec. 3.8, Ch. VI, Pt. One, R & R.)

##### Sec. 1-904. CERTAIN INITIATIONS PROHIBITED

Initiations by organizations may include no feature that is dangerous, harmful, or degrading to the student, and a violation of this prohibition renders the organization subject to discipline. (Sec. 3.7, Ch. VI, Pt. One, R & R.)

##### Sec. 1-905. COMMERCIAL SOLICITATIONS PROHIBITED (Sec. 6.11, Ch. VI, Pt. One, R & R.)

(a) Commercial solicitations will not be authorized on the campus of the university unless prior approval has been granted by the president or his delegate.

(b) Commercial solicitations include the sale, contract of sale, advertisement or promotion for sale, disposition of or contract to dispose of any item of personal property; the inducement of any person, group, or organization to contract with regard to any item of personal property, service, or anything that the offerer may offer; or the solicitation of funds or personal property, except as otherwise provided in this section.

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Sec. 1-906. NONCOMMERCIAL SOLICITATIONS (Sec. 6.12, Ch. VI,  
Pt. One, R & R.)

(a) No noncommercial solicitations, including fund-raising for charity, shall be permitted on a campus of the university without the prior approval of the president or his delegate.

(b) The president or his delegate may grant approval for solicitation or fund-raising for the needy or suffering, relief of the poor, or for public benevolent purposes, but it may not be granted for the personal benefit of any individual, group, or registered student organization, to pay for monetary indebtedness incurred by an individual, group, or registered student organization, or to pay any fee, fine, or other charge arising from a violation of federal, state, or local law.

(c) Any noncommercial solicitation, including fund-raising for charity, that is approved by the president or his delegate shall be conducted in accordance with reasonable institutional regulations regarding time, place, procedure, and financial reporting and accountability.

(d) Notwithstanding the provisions of Subsection (a), with the approval of the president or his delegate, a registered student organization may solicit or raise funds from its own members for the benefit of the organization, but only at official meetings of the organization.

Sec. 1-907. OBSTRUCTION OR DISRUPTION PROHIBITED

(a) Any student who, either acting singly or in concert with others, obstructs or disrupts, by force or violence, any teaching, research, administrative, disciplinary, public service, or other activity authorized to be held or conducted on the campus of the university, shall be subject to discipline, including expulsion.

(b) As used in Subsection (a), the words "force or violence" include such acts as "stand-ins," "sit-ins," and "lie-ins," when such acts are in fact obstructive or disruptive of any of the authorized activities listed above.

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## CHAPTER 2. SPEECH, ADVOCACY, AND ASSEMBLY

## SUBCHAPTER 2-100. GENERAL PROVISIONS

## Sec. 2-101. DEFINITIONS

In this chapter, unless the context requires a different meaning,

(1) "dean" means the Dean of Students, his delegate, or his representative;

(2) "organization" means a group holding a valid registration from the Student Activities Committee;

(3) "student" means a person enrolled in residence at the university or a person accepted for admission or readmission at the university while he is on the campus; and

(4) "university" means The University of Texas at El Paso.

## Sec. 2-102. AUTHORIZED ACTIVITIES

(a) Freedom of inquiry and discussion are basic and essential to intellectual development. Students have the right, therefore, to freedom of speech and assembly, subject to the rules and regulations set forth in this chapter and in the Regents' Rules and Regulations. Actions by individuals or groups to prevent individuals from legitimate expression are an unwarranted interference with this right.

(b) Students and registered organizations have the right, subject to these regulations, to petition, post signs, set up booths or tables, and peacefully demonstrate on campus.

(c) In their public expressions and demonstrations, students and organizations speak only for themselves. Sponsorship by the university of off-campus speakers does not imply approval or endorsement of the views expressed, either by the sponsoring group or by the university.

## Sec. 2-103. REGULATION OF STUDENT ACTIVITIES

(a) Extracurricular student activities involving the use of university facilities shall be conducted in accordance with local, state, and federal law and in accordance with applicable University of Texas System and university regulations. Such activities shall not disrupt or disturb the regular academic and institutional program and shall not result in damage to or defacement of property. (Sec. 6.3, Ch. VI, Pt. One, R & R.)

(b) The university reserves the right to establish reasonable, nondiscriminatory regulations concerning the time, place, and manner of speech, advocacy, and assembly. The university takes the position that free movement of individuals is an essential and inseparable aspect of the free movement of ideas.



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## Sec. 2-104. CERTAIN ADVOCACY PROHIBITED

"It shall be unlawful for any person knowingly or willfully to . . . advocate, abet, advise, or teach by any means . . . under such circumstances as to constitute a clear and present danger to the security of the United States, or of the State of Texas, or of any political subdivision of either of them . . ." (Article 6889-3A, Section 5, Vernon's Texas Civil Statutes.)

## Sec. 2-105. TRESPASSING AND OBSTRUCTIVE AND DISRUPTIVE BEHAVIOR PROHIBITED

Persons having no legitimate business on university property may be refused access to such property, and nonstudents who engage in obstructive or disruptive behavior are subject to the provisions of Section 1-907.

## SUBCHAPTER 2-200. OFF-CAMPUS SPEAKERS

## Sec. 2-201. RULES PERTAINING TO OFF-CAMPUS SPEAKERS

(a) The Board of Regents is entitled to regulate the presentation of guest speakers on the campus who are unaffiliated with the university. (Sec. 7.2, Ch. VI, Pt. One, R & R.)

(b) Only registered organizations, university-owned dormitories, and student center committees may present off-campus speakers on the campus. (Sec. 7.21, Ch. VI, Pt. One, R & R.)

(c) The registered organization sponsoring an off-campus speaker is responsible for making clear that the organization, not the university, is extending the invitation to speak and that any views the speaker expresses are his own and not necessarily those of the university. (Sec. 7.22, Ch. VI, Pt. One, R & R.)

(d) An off-campus speaker is subject to the Vernon's Texas Civil Statute quoted in Section 2-104 of this chapter.

(e) Off-campus speakers must be registered in advance by the sponsor with the office of the dean. Requests to present off-campus speakers must be submitted to the dean at least two weeks before the proposed date of the meeting. The two-week advance registration can be waived by the dean in extenuating situations. No definite commitments may be made before clearance of the meeting has been obtained from the dean. (Sec. 7.25, Ch. VI, Pt. One, R & R.)

(f) The university may not permit any person to speak on the campus of the university who is known to advocate or recommend, either orally or in writing, the conscious and deliberate violation of any federal, state, or local law. (Sec. 7.26, Ch. VI, Pt. One, R & R.)

## Sec. 2-202. CANDIDATES FOR PUBLIC OFFICE

A candidate for public office, or a person appearing in the interest of a candidate for public office, is entitled to use

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university facilities under the following conditions:

- (1) the meeting will be open only to students, faculty, and members of the sponsoring organization and their personally invited guests;
- (2) the place of the meeting will be limited to student center or union facilities or to specified auditoriums on dates regularly reserved for meetings of this nature;
- (3) if a program involving political candidates is presented by the Student Association, the Union Program Council, or any other group representative of all students, the group must invite opposing candidates and offer those candidates equal time; and
- (4) a request for a program involving a candidate for public office, or a person appearing in his behalf, must be submitted to the dean at least two weeks before the proposed date of the meeting. No definite commitment may be made before the dean has approved the proposed meeting.

#### SUBCHAPTER 2-300. PETITIONS, HANDBILLS, AND LITERATURE

##### Sec. 2-301. DISTRIBUTION

(a) A student or a registered organization may publicly distribute on university property one or more petitions, handbills, or pieces of literature that are not obscene, vulgar, or libelous, or that do not advocate the deliberate violation of any federal, state, or local law. (Sec. 6.15, Ch. VI, Pt. One, R & R.)

(b) Each petition, handbill, or piece of literature shall

(1) identify the student or organization distributing it; and

(2) if an organization is distributing it, contain the name of the organization's president or secretary.

(c) Distribution of materials for the purpose of commercial solicitation is prohibited.

(d) Such materials may not be distributed by accosting individuals or by hawking or shouting, and the student or organization distributing the material shall clean the area around which the material was distributed.

(e) The distribution and posting of petitions, handbills, or pieces of literature in university buildings is subject to additional restrictions that may be imposed by the respective building administrations and the Union.

(f) Anonymous publications are prohibited. Any student publishing or aiding in publishing or circulating any anonymous publication will be subject to discipline. (Sec. 10.1, Ch. VI, Pt. One, R & R.)

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## SUBCHAPTER 2-400. SIGNS, BOOTHS, AND TABLES

## Sec. 2-401. POSTING SIGNS AND SETTING UP BOOTHS AND TABLES

(a) Students and organizations may post signs and set up booths or tables subject to the following conditions:

(1) signs must remain within the bounds of propriety regarding content and size;

(2) posting signs on the outside of buildings is prohibited;

(3) tripods will be furnished by the dean for general posting of signs inside classroom buildings, subject to the jurisdiction of the dean;

(4) other areas for posting signs or setting up booths or tables within buildings are subject to the jurisdiction of the respective building administrations;

(5) signs and letters placed on the surrounding terrain (mountains included) must be approved by the office of the dean; and

(6) signs, booths, and tables must be clearly identified with the sponsoring individual or organization.

(b) No person, whether or not a student of the university, shall post or carry any sign or poster that is obscene, vulgar, or libelous, or that advocates the deliberate violation of any federal, state, or local law. (Sec. 6.16, Ch. VI, Pt. One, R & R.)

(c) No person, whether or not a student of the university, shall install, occupy, or use on the campus of the university any booth or table, if the use of the booth or table is wholly or partly for the distribution or dissemination of words or material that is obscene, vulgar, or libelous, or that advocates the deliberate violation of any federal, state, or local law. For the purpose of this subsection, the word "booth" includes furniture, enclosure, and any other structure temporarily installed for distributing petitions, handbills, or literature or for displaying signs, or soliciting tangible items. (Sec. 6.17, Ch. VI, Pt. One, R & R.)

(d) No activity under this section may interfere with regular academic and institutional programs.

(e) A violation of the terms of this article will result in removal of signs or withdrawal of the privilege of manning a table or booth.

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## SUBCHAPTER 2-500. PUBLIC DEMONSTRATIONS

## Sec. 2-501. DEMONSTRATIONS PERMITTED

(a) A student or registered organization may publicly assemble or demonstrate in a peaceful manner after obtaining the dean's permission.

(b) An application to publicly assemble or demonstrate shall be made on a form prescribed by the dean and shall contain

(1) the applicant's name, and if an organization, the name of its adviser;

(2) the proposed location, date, and time for the assembly or demonstration;

(3) the anticipated number of participants;

(4) the purpose of the assembly or demonstration;

and

(5) the signature of the applicant or its representative, and if it is an organization, the signature of its adviser.

(c) The dean shall approve an application properly made under Subsection (b) unless he has reasonable grounds to believe that:

(1) the applicant is under a disciplinary penalty prohibiting publicly assembling or demonstrating;

(2) the proposed location is unavailable at the time requested;

(3) the proposed date and time are unreasonable;

(4) the demonstration would unreasonably obstruct pedestrian or vehicular traffic;

(5) the assembly or demonstration would prevent, obstruct, or unreasonably interfere with the normal operations and activities of the university; or

(6) the assembly or demonstration would constitute an immediate and actual danger to the peace or security of the university that available law-enforcement officials could not control with reasonable effort.

(d) If an application under this section is refused, the dean shall give the applicant a written statement of the grounds for refusal.

(e) Demonstrations are subject to the prohibition against obstruction and disruption set out in Section 1-907.

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## CHAPTER 3. STUDENT ORGANIZATIONS

## SUBCHAPTER 3-100. GENERAL PROVISIONS

## Sec. 3-101. INTRODUCTION

(a) The University of Texas at El Paso is a community of scholars dedicated to the cultivation of the resources of the mind in the search for truth. In fulfillment of this mandate from the people of Texas, it encourages free association among its members for any purpose that is consonant with the cause of learning. In particular, the community shelters any group of students with common interests formally organized to supplement the educational objectives of the university; such groups, operating across or between the prevailing curricular lines, can in advancing their own interests, advance the interests of all who make up the community.

(b) Like every community, the university has both the right and the duty to insist that no organization that it nourishes shall require of its members activity that interferes with the ultimate purpose for which the community was founded--scholastic achievement. Registration by the university, which bestows upon an organization the right to assemble on university grounds and to speak through and use university facilities, bears with it the obligation to use these freedoms with a just regard for the good of all. This does not mean that an organization may be denied registration if its purposes, policies, or practices fail to conform to those of the majority of the members of the community or to those of the administration of the university. The search for truth is grounded in the right to dissent. But, when in the judgment of the university community, any group bearing its name functions so as to inhibit the collective reach toward intellectual excellence, the institution must withdraw its name. The right to dissent belongs to the community as well.

(c) An organization in which membership is limited to students (recognizing that faculty and staff may also be members) may become a registered student organization by complying with the procedures set forth in Subchapter 3-300 of this chapter.

(d) This chapter shall be printed in each edition of the Student Handbook.

## Sec. 3-102. DEFINITIONS

In this chapter, unless the context requires a different meaning:

- (1) "committee" means the Student Activities Committee;
- (2) "dean" means the Dean of Students, his delegate, or his representative;
- (3) "organization" means a group holding a valid temporary or permanent registration from the Student Activities Committee;

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(4) "student" means a person enrolled in residence at the university or a person accepted for admission or readmission at the university while he is on the campus; and

(5) "university" means The University of Texas at El Paso.

#### SUBCHAPTER 3-200. THE STUDENT ACTIVITIES COMMITTEE

##### Sec. 3-201. COMPOSITION

(a) The Student Activities Committee is composed of 3 faculty members and 2 students. The Assistant Deans of Students are ex officio members of the committee.

(b) The faculty members shall be selected according to the regular committee appointment procedures of the Faculty Council. Faculty members shall serve for terms determined by the Faculty Council through the Committee on Committees.

(c) The student members shall be appointed by the President of the Student Association and approved by two-thirds vote of the Student Senate for 1-year terms.

(d) At the first meeting of the academic year, the committee shall select a chairman to serve for a 1-year term.

(e) A quorum shall consist of 3 members, and a majority of a quorum rules.

##### Sec. 3-202. JURISDICTION OF COMMITTEE

The Student Activities Committee shall have initial jurisdiction over all registered student organizations and shall be responsible for approving new student organizations. It may grant, deny, or withdraw registration under the conditions set forth in this chapter. The committee shall be an advisory group on student organizations to the dean, who represents the university in the interpretation and application of all rules governing registered student organizations.

#### SUBCHAPTER 3-300. REGISTRATION

##### Sec. 3-301. WHO MAY NOT REGISTER

No organization shall be granted university registration if it:

(1) excludes anyone from membership, either by rule or by unwritten agreement, on the basis of race, color, creed, or national origin;

(2) has rules or regulations inconsistent with the purposes and policies of the university and the Regents' Rules and Regulations; and

(3) conceals any of its purposes or practices from its members.

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## Sec. 3-302. APPLICATION PROCEDURES

(a) Individuals or groups who wish to organize a new organization (or to reactivate one that has ceased to qualify for registration) must first apply to the dean. The dean will assist the organization in preparing its "Application for Probationary Status" to the committee.

(b) Preparation of the "Application for Probationary Status" must include:

(1) securing an advisor either from the faculty or from another source approved by the dean; and

(2) filing a copy of the proposed constitution and a completed information sheet with the office of the dean.

## Sec. 3-303. LIST OF OFFICERS REQUIRED

As a condition to being a registered student organization during a semester, every registered student organization shall furnish to the appropriate university officer at the beginning of each semester a complete list of officers or other members of the organization who are authorized to speak for or represent the organization in its relations with the university and who are authorized to receive for the organization official notices, directives, or information from the university. Each such list shall be kept current and accurate throughout the semester by the organization, and it shall be conclusively presumed that the officers or members whose names are on the list most recently filed by the organization are authorized to speak for and represent the organization in its relations with the institution and are authorized to receive for the organization official notices, directives, or information from the university. (Sec. 4.71, Ch. VI, Pt. One, R & R.)

## Sec. 3-304. NO NONSTUDENTS PERMITTED

No registered student organization may have any person as a member who is not either a student or a member of the faculty or staff of the university. Except pursuant to the provisions of Chapter VII, Part Two, Regents' Rules and Regulations, no organization may use any facility of the university if it has as a member any person who is not either a student or a member of the faculty or staff of the university. (Sec. 4.72, Ch. VI, Pt. One, R & R.)

## Sec. 3-305. AFFIDAVIT REQUIRED

At the beginning of each semester, each registered student organization must file with the dean an affidavit stating that the organization does not, and will not during the semester, have as a member any person who is not either a student or a member of the faculty or staff of the university. If an organization fails or refuses to file the required affidavit, or if it is determined at any time during the semester that the affidavit is or has become false, and that the organization does have as a member a person who is not either a student or a member of the faculty or staff of the university, the dean shall immediately cancel the registered status of the organization and shall deny to the organization any and all privileges to which it would otherwise be entitled as an organization. The organization may thereafter apply for registration if it becomes eligible to do so. (Sec. 4.73, Ch. VI, Pt. One, R & R.)

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(7) complies with the provisions of Sections 3-303, 3-304, 3-305, and 3-306 of this chapter; and

(8) abides by university rules and regulations and Regents' Rules and Regulations regarding the extracurricular use of institutional buildings and facilities.

(b) A registered student organization may state that its membership is composed of students (or of students, faculty, and/or staff) but it shall not suggest or imply that it is acting with the authority or as an agency of the university. (Sec. 4.3, Ch. VI, Pt. One, R & R.)

(c) The dean shall periodically review the structure and function of registered organizations to ensure compliance with these regulations.

(d) Any student organization is subject to disciplinary action or revocation of registration as a student organization for violation of a rule or regulation of the university or of the Regents' Rules and Regulations.

#### SUBCHAPTER 3-500. OFFENSES BY REGISTERED ORGANIZATIONS

##### Sec. 3-501. ORGANIZATIONS SUBJECT TO DISCIPLINE

Any registered organization is subject to disciplinary action or revocation of registration as a student organization for violation of a rule or regulation of The University of Texas System and/or of the institution at which the organization is registered. (Sec. 4.6, Ch. VI, Pt. One, R & R.)

##### Sec. 3-502. SANCTIONS IMPOSED

Upon satisfactory proof that the organization has encouraged, or did not take reasonable steps to prevent violations of university regulations, Regents' Rules and Regulations, or federal, state, or local law, the organization may be subject to permanent or temporary suspension of university registration, probation, denial of use of university facilities, or other appropriate sanctions.

##### Sec. 3-503. HEARING

The determination that an organization is liable to sanction under Section 3-502, and of the sanctions to be imposed, shall be made at a hearing held for that purpose. The president or principal officer of the organization must be given reasonable notice of the time and place of the hearing and of the nature of the charges. He, and any other member of the organization, is entitled to attend and be heard at the hearing.



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## Sec. 3-306. DEBTS OWED THE UNIVERSITY

No organization may use the facilities of the university as long as it owes a monetary debt to the university and the debt is considered delinquent by the crediting university agency. (Sec. 4.74, Ch. VI, Pt. One, R & R.)

## Sec. 3-307. ORGANIZATIONAL PERIOD

(a) During the organizational period, the duration and nature of which will be determined by the dean, activities will generally be limited to those whose purpose is to organize the group.

(b) All publicity released by the group during the organizational period must clearly specify that the organization is merely "proposed."

## Sec. 3-308. PROBATIONARY PERIOD

(a) When the "Application for Probationary Status" is completed it will be presented to the committee for consideration.

(b) Probationary status is awarded to a group by the committee after acceptance of the group's credentials.

(c) During the probationary period, whose duration will be determined by the committee, the group has all the rights, privileges, and responsibilities of a registered organization.

(d) At the end of the probationary period, the group will be required to justify its continuance as an organization at a formal review by the committee.

(e) Final acceptance by the committee grants the organization formal registration.

## SUBCHAPTER 3-400. CONTINUANCE OF REGISTERED STATUS

## Sec. 3-401. COMPLIANCE REQUIRED

(a) An organization may function with all the privileges of registration as long as it:

(1) maintains an up-to-date "Information Sheet" in the office of the dean (all changes must be recorded within ten days);

(2) has an approved adviser or advisers;

(3) confines membership to students, faculty, and staff of the university;

(4) schedules all on-campus meetings and programs with the Scheduling and Information Office in the Union;

(5) observes university and Social Calendar regulations;

(6) cooperates, through its officers, with the office of the dean;

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## SUBCHAPTER 3-600. OPERATING REQUIREMENTS

## Sec. 3-601. REQUIREMENTS FOR OFFICERS

The president and other officers of an organization (except in those organizations where constitutional requirements are higher) must be regular full-time students, have a cumulative academic average of no less than 2.0, and not be on academic or disciplinary probation.

## Sec. 3-602. DUTIES OF OFFICERS

(a) The secretary shall see that the organization's Information Sheet in the office of the dean is kept current and that any changes in officers, adviser, or purposes shall be so noted not later than 10 days after the change has been made.

(b) The treasurer is responsible for, and shall maintain complete and accurate records of, all financial transactions of the organization.

## Sec. 3-603. FINANCIAL OBLIGATIONS AND USE OF FACILITIES

(a) Each registered organization shall anticipate, provide for, and promptly meet its financial obligations in a business-like manner that is fair and equitable to its current and future members.

(b) Registered student organizations may use university facilities for meetings and activities, subject to routine scheduling procedures.

U. T. DALLAS: ADVANCES FROM FUNDS OF THE UNIVERSITY OF TEXAS SYSTEM AUTHORIZED. --In view of the fact that renewals or extensions and/or additional contracts and grants transferred from the Southwest Center for Advanced Studies to The University of Texas at Dallas will likely be delayed in the transfer from S. C. A. S. to U. T. Dallas and working capital will be required for U. T. Dallas, authorization was given to System Administration to advance to The University of Texas at Dallas the necessary working capital from funds available in the manner and subject to the conditions that follow:

- (1) Advances shall not exceed \$900,000 from unexpended balances available to the Board of Regents.
- (2) Advances shall be on the basis of periodic requests approved by the Chief Business Officer and Institutional Head of U. T. Dallas, the Executive Vice-Chancellor for Fiscal Affairs, and the Deputy Chancellor.
- (3) The advances shall be made from time to time only as needed by U. T. Dallas as working capital for expenditures authorized in the 1969-70 approved budget and pending reimbursement from other sources.
- (4) Any such advances shall promptly be reimbursed to U. T. System as funds become available.

U. T. DALLAS: 1969-70 PERSONNEL PAY PLAN. --Approval was given to the following Personnel Pay Plan for 1969-70 (Pages 119-127) for The University of Texas at Dallas:

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THE UNIVERSITY OF TEXAS  
AT DALLAS

1969 - 70

PERSONNEL PAY PLAN

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SEP 12 '69

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UNIVERSITY PERSONNEL OFFICE  
THE UNIVERSITY OF TEXAS AT DALLAS

PERSONNEL PAY PLAN

TABLE NO. I

PERSONNEL TITLES AND SALARY RANGES

Effective 9-1-1969  
1969-70

SEE TABLE II FOR INTERMEDIATE  
STEPS AND HOURLY RATES

CODE NO.	TITLE	PAY RANGE	
		MONTHLY	ANNUAL
	<u>ACADEMIC TITLES</u>		
	<u>Academic</u>		
0010	Professor		
0012	Visiting Professor		
0020	Associate Professor		
0022	Visiting Associate Professor		
0030	Assistant Professor		
0035	Faculty Associate		
0040	Instructor		
0045	Assistant Instructor		
0050	Lecturer		
0055	Teaching Associate		
0060	Teaching Assistant		
0065	Academic Assistant		
0070	Assistant		
0080	Professional Librarian		

TABLE NO. I

Effective 9-1-1969  
1969-70PAY RANGE  
MONTHLY ANNUAL

TITLE

ADMINISTRATIVE TITLESAdministrativeOTHER UNIVERSITY PERSONNEL TITLES AND SALARY RANGESResearch-Scientific TitlesPure and Applied Science Titles

06	Special Research Associate	\$ 1475 - 1850	\$17700 - 22200
07	Research Engineer/Scientist Associate V	1325 - 1700	15900 - 20400
08	Research Engineer/Scientist Associate IV	1150 - 1475	13800 - 17700
09	Research Engineer/Scientist Associate III	1000 - 1250	12000 - 15000
10	Research Engineer/ Scientist Associate II	870 - 1100	10440 - 13200
11	Research Engineer/Scientist Associate I	700 - 950	9240 - 11400
80	Research Engineer/Scientist Assistant III	680 - 835	8160 - 10020
81	Research Engineer/Scientist Assistant II	592 - 740	7104 - 8880
82	Research Engineer/Scientist Assistant I	514 - 650	6168 - 7800
	<u>Technical-Scientific Support Titles</u>		
312	Technical Staff Assistant V	770 - 950	9240 - 11400
313	Technical Staff Assistant IV	650 - 800	7800 - 9600
314	Technical Staff Assistant III	539 - 680	6468 - 8160
315	Technical Staff Assistant II	439 - 565	5268 - 6780
316	Technical Staff Assistant I	366 - 460	4392 - 5520
320	Engineering Aide	835 - 1050	10020 - 12600
340	Instrument Maker Supervisor	740 - 910	8880 - 10920
341	Instrument Maker II	620 - 770	7440 - 9240
342	Instrument Maker I	539 - 680	6468 - 8160
352	Glassblower I	650 - 800	7800 - 9600
383	Electron Microscopy Technician II	650 - 800	7800 - 9600
384	Electron Microscopy Technician I	482 - 620	5784 - 7440

TABLE NO. I

Effective 9-1-1969  
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CODE NO.	TITLE	PAY RANGE	
		MONTHLY	ANNUAL
<u>4- Research Laboratory Titles</u>			
416	Research Technician	\$ 460 - 592	5520 - 7104
423	Research Assistant II	366 - 460	4392 - 5520
424	Research Assistant I	305 - 382	3660 - 4584
486	Laboratory Research Assistant II	419 - 539	5028 - 6468
487	Laboratory Research Assistant I	350 - 439	4200 - 5268
490	Senior Laboratory Aide	400 - 514	4800 - 6168
491	Laboratory Aide	335 - 419	4020 - 5028
495	Laboratory Helper	279 - 350	3348 - 4200
<u>5- Engineering, Trades-Crafts, and Labor Titles</u>			
<u>50- Engineering Management Titles</u>			
5070	Draftsman Supervisor	770 - 950	9240 - 11400
5073	Draftsman II	680 - 835	8160 - 10020
5074	Draftsman I	620 - 770	7440 - 9240
<u>51- Plant Operation Titles</u>			
5125	Utilities Operations Supervisor	680 - 835	8160 - 10020
5130	Building Utility Operator	460 - 592	5520 - 7104
5135	Utilities Station Operator	539 - 680	6468 - 8160
<u>52- Building and Allied Trades Titles</u>			
5212	Electrician	592 - 740	7104 - 8880
5235	Carpenter	592 - 740	7104 - 8880
5245	Painter	460 - 592	5520 - 7104
5290	Maintenance Man	460 - 592	5520 - 7104
<u>54- Labor and Labor Supervision Titles</u>			
5419	Grounds Crew Foreman	382 - 482	4584 - 5784
5425	Groundskeeper II	350 - 439	4200 - 5268
5426	Groundskeeper I	305 - 382	3660 - 4584

TABLE NO. I

Effective 9-1-1969  
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CODE NO.	TITLE	PAY RANGE	
		MONTHLY	ANNUAL
<u>6-</u>	<u>Ancillary Services Titles</u>		
<u>61-</u>	<u>Food Management Titles</u>		
6105	Food Service Director	\$ 680 - 835	8160 - 10020
6184	Food Checker and Cashier	319 - 400	3828 - 4800
6188	Food Preparation Worker II	366 - 460	4392 - 5520
6189	Food Preparation Worker I	305 - 382	3660 - 4584
<u>62-</u>	<u>Building Management Titles</u>		
6215	Building Services Supervisor	680 - 835	8160 - 10020
6274	Custodial Worker II	382 - 482	4584 - 5784
6275	Custodial Worker I	305 - 382	3660 - 4584
<u>63-</u>	<u>Security/Safety Management Titles</u>		
6358	Guard	305 - 382	3660 - 4584
<u>64-</u>	<u>Stores and Supply Management Titles</u>		
6450	Stores Clerk II	460 - 592	5520 - 7104
6454	Stores Clerk I	400 - 514	4800 - 6168
6460	Inventory Supervisor	650 - 800	7800 - 9600
<u>8-</u>	<u>Communications Titles</u>		
<u>80-</u>	<u>Library Titles</u>		
8013	Librarian I	650 - 800	7800 - 9600
8072	Library Assistant	382 - 482	4584 - 5784
<u>86-</u>	<u>Journalism-Publications Titles</u>		
8608	Assistant Director University Information Service	800 - 1000	9600 - 12000
<u>87-</u>	<u>Printing-Related Titles</u>		
8715	Print Shop Supervisor	770 - 950	9240 - 11400
8749	Offset Pressman	382 - 482	4584 - 5784

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CODE NO.	TITLE	PAY RANGE	
		MONTHLY	ANNUAL
<u>Staff Service Titles</u>			
<u>90- Office and Business Management Titles</u>			
9005	Administrative Services Officer	\$ 950 - 1325	11400 - 15900
9010	Executive Assistant	770 - 950	9240 - 11400
9020	Administrative Assistant	592 - 740	7104 - 8880
9040	Administrative Secretary	539 - 680	6468 - 8160
9041	Senior Secretary	460 - 592	5520 - 7104
9042	Secretary	382 - 482	4584 - 5784
9053	Senior Clerk Typist	382 - 482	4584 - 5784
9054	Clerk Typist	350 - 439	4200 - 5268
9068	Senior Administrative Clerk	460 - 592	5520 - 7104
9069	Administrative Clerk	439 - 565	5268 - 6780
9070	Senior Clerk	382 - 482	4584 - 5784
9071	Clerk	319 - 400	3828 - 4800
9085	Mail Clerk	366 - 460	4392 - 5520
9087	Chief Switchboard Operator	382 - 482	4584 - 5784
9088	Switchboard Operator	319 - 400	3828 - 4800
9093	Clerical Assistant	279 - 350	3348 - 4200
<u>91- Fiscal and Accounting Titles</u>			
9142	Bursar	870 - 1100	10440 - 13200
9160	Accountant III	910 - 1150	10920 - 13800
9161	Accountant II	770 - 950	9240 - 11400
9162	Accountant I	650 - 800	7800 - 9600
9170	Accounting Clerk III	460 - 592	5520 - 7104
9171	Accounting Clerk II	419 - 539	5028 - 6468
9172	Accounting Clerk I	350 - 439	4200 - 5268
<u>92- Statistical Titles</u>			



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Effective 9-1-1969  
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GRADE NO.	TITLE	PAY RANGE	
		MONTHLY	ANNUAL
9220	Statistical Clerk II	\$ 419 - 539	5028 - 6468
9221	Statistical Clerk I	350 - 439	4200 - 5268
93-	<u>Data Processing Titles</u>		
9311	Assistant Data Processing Director	1150 - 1475	13800 - 17700
9313	Manager, Software Systems Programming	1100 - 1400	13200 - 16800
9314	Manager, Operations and Services	1000 - 1250	12000 - 15000
9316	Systems Analyst/Programmer III	910 - 1150	10920 - 13800
9317	Systems Analyst/Programmer II	800 - 1000	9600 - 12000
9318	Systems Analyst/Programmer I	710 - 870	8520 - 10440
9330	Computer Programmer III	870 - 1100	10440 - 13200
9331	Computer Programmer II	800 - 1000	9600 - 12000
9332	Computer Programmer I	710 - 870	8520 - 10440
9336	Computer Programmer Assistant	539 - 680	6468 - 8160
9342	Supervisor Computer Operations	870 - 1100	10440 - 13200
9344	Computer Operator III	592 - 740	7104 - 8880
9345	Computer Operator II	539 - 680	6468 - 8160
9346	Computer Operator I	460 - 592	5520 - 7104
9361	Unit Record Equipment Operator I	514 - 650	6168 - 7800
9362	Magnetic Tape Librarian	419 - 539	5028 - 6468
9375	Control Clerk-Coder II	400 - 514	4800 - 6168
9376	Control Clerk-Coder I	350 - 439	4200 - 5268
9391	Key Punch Operator II	439 - 565	5268 - 6780
9392	Key Punch Operator I	382 - 482	4584 - 5784
95-	<u>Personnel Management Titles</u>		
9505	Assistant Director of Personnel	870 - 1100	10440 - 13200
9535	Personnel Representative	592 - 740	7104 - 8880
9548	Personnel Interviewer	539 - 680	6468 - 8160

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TABLE NO. I

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CODE NO.	TITLE	PAY RANGE	
		MONTHLY	ANNUAL
96-	<u>Purchasing Management Titles</u>		
9605	Purchasing Agent	\$ 950 - 1200	11400 - 14400
9629	Procurement Officer	770 - 950	9240 - 11400
9651	Buyer II	565 - 710	6780 - 8520
9652	Buyer I	482 - 620	5784 - 7440

UNIVERSITY PERSONNEL PAY PLAN

1969-70

TABLE II - Basic Rate Schedule for Classified Positions

RATES				RATES			
Salary Step	Hourly	Monthly	Twelve Months	Salary Step	Hourly	Monthly	Twelve Months
11	\$ 1.25	\$ 215	\$ 2580	35	\$ 3.75	\$ 650	\$ 7800
12	1.30	225	2700	36	3.90	680	8160
13	1.35	235	2820	37	4.10	710	8520
14	1.40	245	2940	38	4.25	740	8880
15	1.50	256	3072	39	4.45	770	9240
16	1.55	267	3204	40	4.60	800	9600
17	1.60	279	3348	41	4.80	835	10,020
18	1.70	292	3504	42	5.00	870	10,440
19	1.75	305	3660	43	5.25	910	10,920
20	1.85	319	3828	44	5.50	950	11,400
21	1.95	335	4020	45	5.80	1000	12,000
22	2.00	350	4200	46	6.05	1050	12,600
23	2.10	366	4392	47	6.35	1100	13,200
24	2.20	382	4584	48	6.65	1150	13,800
25	2.30	400	4800	49	6.90	1200	14,400
26	2.40	419	5028	50	7.20	1250	15,000
27	2.55	439	5268	51	7.65	1325	15,900
28	2.65	460	5520	52	8.10	1400	16,800
29	2.80	482	5784	53	8.50	1475	17,700
30	2.95	514	6168	54	8.95	1550	18,600
31	3.10	539	6468	55	9.40	1625	19,500
32	3.25	565	6780	56	9.80	1700	20,400
33	3.40	592	7104	57	10.25	1775	21,300
34	3.55	620	7440	58	10.65	1850	22,200

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SAN ANTONIO MEDICAL SCHOOL, SAN ANTONIO DENTAL SCHOOL, SAN ANTONIO NURSING SCHOOL: REMODELING OF SAN ANTONIO MEDICAL SCHOOL BUILDING. --Action with respect to providing facilities for The University of Texas Dental School at San Antonio and The University of Texas Nursing School at San Antonio, was deferred, and Regent Peace, Deputy Chancellor LeMaistre, Executive Vice-Chancellor Walker, and Dean Olson were requested to present a recommendation as to the source of funds for providing such facilities and also a recommendation as to when the working drawings for these facilities could be completed.

U. T. PERMIAN BASIN: DESIGNATION OF THE SITE FOR THE ESTABLISHMENT OF THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN (INCLUDING APPOINTMENT OF SPECIAL COMMITTEE). --With respect to the establishment of The University of Texas of the Permian Basin, the following Resolution was adopted:

WHEREAS, pursuant to the provisions of House Bill No. 157 enacted by the 61st Legislature, Regular Session, 1969, the Board of Regents of The University of Texas System is authorized and directed to establish and maintain a state supported institution of higher education, at a site to be selected by it, to be known as The University of Texas of the Permian Basin; and

WHEREAS, the Board of Regents has found and determined that the acquisition of approximately 600 acres of land in Ector County, Texas as hereinafter described, complies with the provisions of House Bill No. 157 and it is the desire of the Board of Regents to take all necessary and required steps to acquire said property for The University of Texas System for the purpose of establishing The University of Texas of the Permian Basin:

NOW THEREFORE, BE IT RESOLVED by the Board of Regents of The University of Texas System that the Board of Regents does hereby select and is hereby authorized to accept a donation of that certain tract of land containing approximately 600 acres out of the "McKnight Property" located south of 42nd Street, bounded on the east by Loop 338, on the west by the proposed Parkway Boulevard, on the north by 42nd Street or F. M. 2399 and on the south by the proposed extension of 27th Street, same being located in Section 18, Block 41, T-2-S, T & P Ry Survey, Ector County, upon which site will be located The University of Texas of the Permian Basin, subject to the following conditions:

1. The land shall be acquired at no cost to the State of Texas and shall be conveyed by deed, free and clear of all liens, mortgages or encumbrances, except as hereinafter provided.

2. The deed of conveyance shall convey title to the surface estate only in said tract of land subject to existing rights of way and easements save and except as to proposed campus core area of approximately 308 acres as shown in Exhibit A attached hereto. With respect to the 308 acre campus core area, mineral owners shall have agreed to waive rights of ingress and egress to the surface for the purpose of exploring

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for, producing and marketing the oil, gas  
It is understood that the oil, gas and other  
in and under said 308 acre tract of land m  
produced and marketed as a result of oper  
conducted on adjoining lands through the c  
and maintenance of directional wells local  
lands or by being pooled or unitized with :

3. All oil and gas pipelines, of ev  
above ground production facilities and eas  
nection with the exploration for, producti  
all oil, gas and other minerals, located w  
campus core area designated in red on at  
shall be removed and relocated at no cost  
State of Texas.

4. The mineral owners in and un  
600 acre tract of land shall agree to com  
and provisions of Oil and Gas Ordinance  
the City Council of Odessa, Texas regul  
drilling, oil and gas production, oil and  
pipeline installation, waterflooding and g

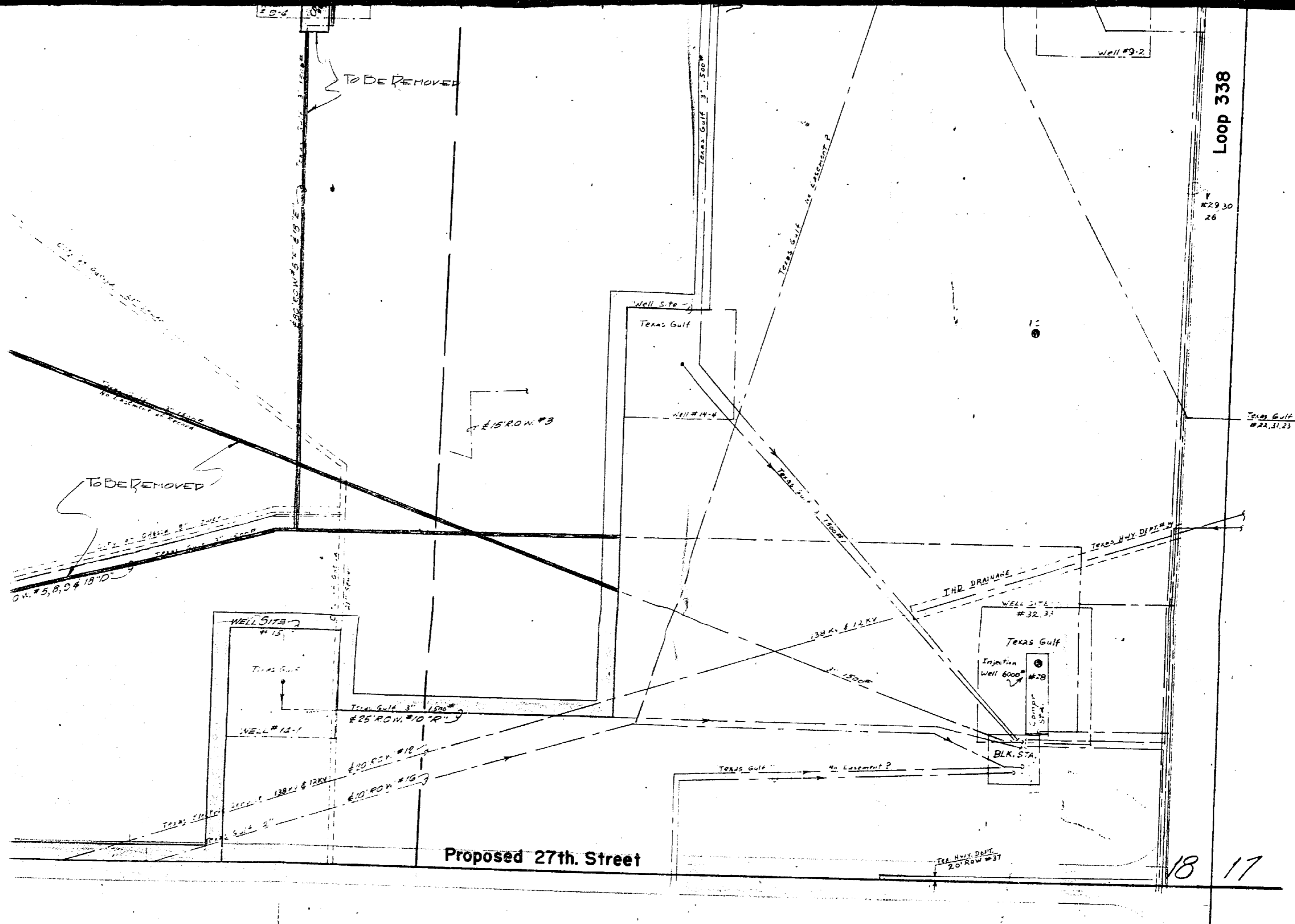
BE IT FURTHER RESOLVED, th  
of Regents be and is hereby authorized t  
with the surface and mineral owners in :  
600 acre tract on or before December 3  
for proper conveyance of said tract of la  
of The University of Texas System upon  
herein contained and such other provisio  
the best interests of the State of Texas,  
Board shall be authorized to execute all  
things necessary for and on behalf of the  
University of Texas System to acquire s  
for the purpose of establishing thereon  
the Permian Basin, subject to the unani  
such agreements, instruments and thing  
of Chairman Erwin, Regent Peace, Reg  
cellor LeMaistre, and Executive Vice-(

GALVESTON MEDICAL BRANCH: RETENT  
ELKINS, WEEMS, SEARLS AND CONNALL  
EXTENDED RETIREMENT PROGRAM. --At  
the firm of Vinson, Elkins, Weems, Searls  
sel for the development of an extended retir  
time faculty members at The University of  
Galveston. It was authorized that a fee of \$  
service from funds of the Medical Service,  
Plan.

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\*Exhibit A is bound only in the Official Copy  
following Page 129 . A copy is also in  
Permian Basin -- Designation of Site.

/ Blvd.



McKNIGHT No 2 - PROPOSED SITE  
 EXISTING EASEMENT LOCATION'S  
 SECTION 18, BLOCK 41, T-2-S, T&P.R.R.  
 ECTOR COUNTY, TEXAS

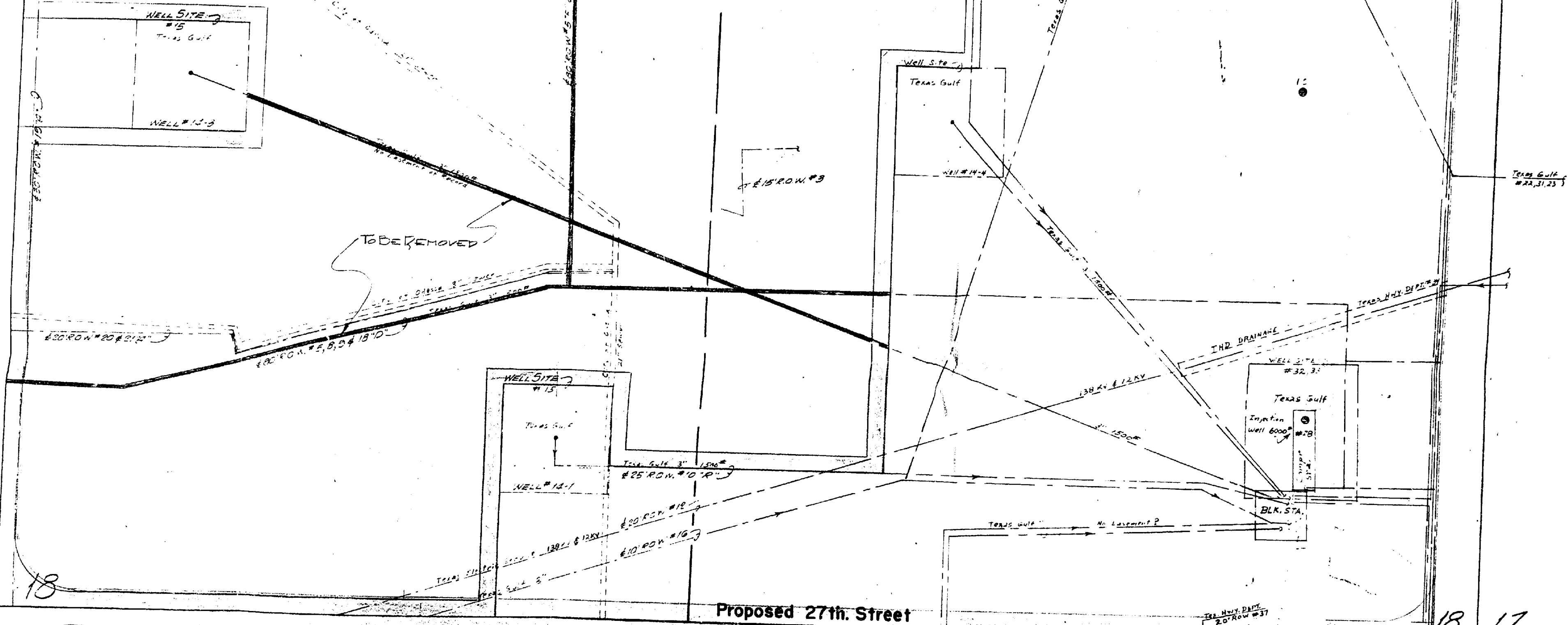
7-17-69  
 REV. 2 8-8-69

SCALE: 1" = 200'

Proposed Parkway Blvd.

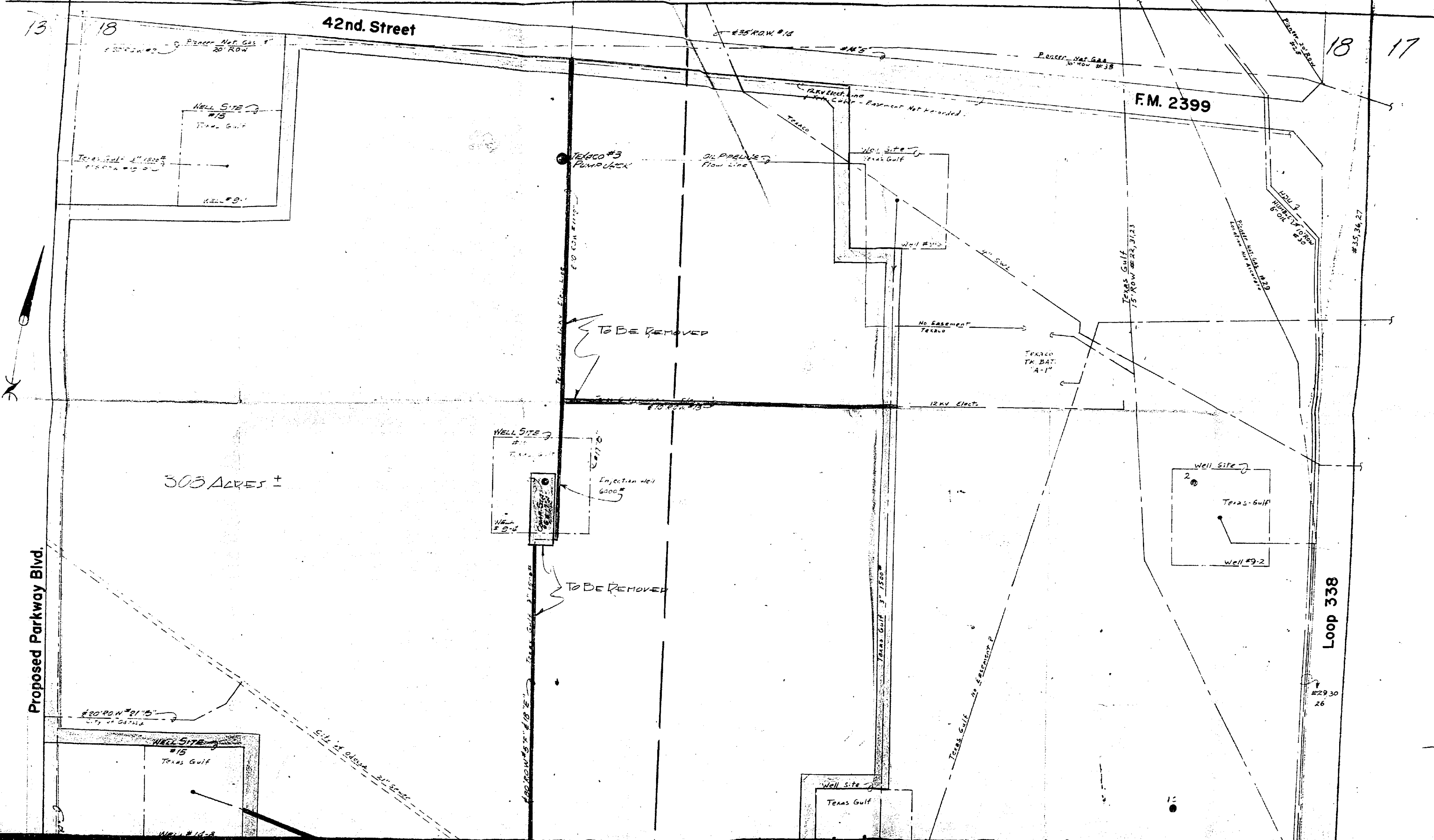
Loop 338

Proposed 27th. Street



McKNIGHT No 2 - PROPOSED SITE  
 EXISTING EASEMENT LOCATION'S  
 SECTION 18, BLOCK 41, T-2-S, T-4-P.R.R.  
 ECTOR COUNTY, TEXAS

7-17-69  
 REX 2 8-8-69  
 SCALE: 1" = 200'



42nd Street

F.M. 2399

300 Acres ±

Proposed Parkway Blvd.

Loop 338

TO BE REMOVED

TO BE REMOVED

TEXACO #3 PUMP JACK

WELL SITE #15  
Texas Gulf

WELL SITE #15  
Texas Gulf

Inject. an well  
6000'

WELL SITE #2  
Texas Gulf

WELL #15-2  
Texas Gulf

WELL SITE #15  
Texas Gulf

WELL SITE #15  
Texas Gulf

WELL #15-3

13

18

18

17

#2930  
26

#35, 36, 27

12



9-12-69

S. B. S: INSTITUTIONAL SUPPLEMENT (SUPPLEMENTS REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER V, B.). --The following was adopted as an Institutional Supplement for The University of Texas Graduate School of Biomedical Sciences at Houston. This in-cludes supplements for the Graduate School of Biomedical Sciences Chap-ter V, B. of Part One of the Regents' Rules and Regulations: (Pages 130-140)

INSTITUTIONAL SUPPLEMENT  
for  
THE UNIVERSITY OF TEXAS  
GRADUATE SCHOOL OF BIOMEDICAL SCIENCES AT HOUSTON

c. 1.0. Relationship to The University of Texas System

The University of Texas Graduate School of Biomedical Sciences at Houston was created by the 58th Legislature of the State of Texas (House Bill 500, signed into law June 11, 1963) and was activated by the Board of Regents at its meeting of September 27-28, 1963. The Graduate School of Biomedical Sciences is authorized to conduct graduate programs leading to the Master of Science degree and the Doctor of Philosophy degree in those sciences and other academic areas related to medical education and research, to administer programs of postgraduate medical education, and to implement research in the biomedical sciences. The University of Texas Graduate School of Biomedical Sciences at Houston shall retain its legislative designation and continue to operate as one of the major component institutions of The University of Texas System.

c. 2.0. Organization

The Graduate School of Biomedical Sciences is composed of three divisions, defined by the above mentioned legislative acts and subsequent actions of the Board of Regents. These are The Division of Graduate Studies, The Division of Continuing Education in the Health Sciences, and institutes of biomedical sciences.

2.1 The Division of Graduate Studies

All programs of this institution leading to the Master of Science and the Doctor of Philosophy degrees are offered in its Division of Graduate Studies, in general accordance with Chapter V of the Regents' Rules and Regulations, Graduate Education in the Biomedical Institutions of The University of Texas System, adopted by the Board of Regents on March 14, 1969, and as further detailed in this Institutional Supplement.

The regulations set down in this Institutional Supplement pertain only to The Division of Graduate Studies of The Graduate School of Biomedical Sciences.

2.2 The Division of Continuing Education in the Health Sciences

Courses, programs, colloquia and symposia in post-graduate medical education are presented in the Division of Continuing Education in the Health Sciences under the authority of the administrator of this division.

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### 2.3 The Institutes of Biomedical Sciences

The institutes of biomedical sciences serve the Graduate School of Biomedical Sciences by acting as a holding organization for funds, by providing facilities, and by carrying out other functions necessary to advance education and research training in the biomedical sciences.

The director of an institute of biomedical sciences is the general administrator of funds and other facilities of the institute. When this office is unfilled the dean serves as the director. Direction of individual research projects, which are expected to be primarily associated with the teaching and training of graduate and postdoctoral students, shall be the responsibility of appropriate members of the graduate faculty of the Graduate School of Biomedical Sciences.

### Sec. 3.0. Authority

#### 3.1 The Dean

The head of the Graduate School of Biomedical Sciences is the dean, who reports to the Chancellor and the Board of Regents through the Executive Vice-Chancellor for Health Affairs and the Deputy Chancellor. He is a member of the Health Affairs Council of The University of Texas System and a member of the Administrative Council of The University of Texas at Houston. The dean shall have general authority for the administration of the academic graduate programs of the Graduate School of Biomedical Sciences. He is authorized by the Board of Regents to negotiate necessary cooperative agreements with other component institutions of The University of Texas System and with other appropriate institutions, foundations, and research organizations, subject to the approval of the Executive Vice-Chancellor for Health Affairs, the Deputy Chancellor, the Chancellor, and the Board of Regents.

#### 3.2 The Graduate Administrator

The dean may appoint a graduate administrator of the Division of Graduate Studies, with the approval of the Executive Vice-Chancellor for Health Affairs, the Deputy Chancellor, the Chancellor, and the Board of Regents. The graduate administrator must be a member of the graduate faculty of the Graduate School of Biomedical Sciences. When this office is not filled, the dean shall act as graduate administrator. The graduate administrator shall have the authority and responsibility, subject to approval of the dean, for the administration of the Division of Graduate Studies, and shall advise the dean on all matters of planning, policy, development, and administration relating to graduate instruction. He shall keep the Graduate Executive Committee (Sec. 5.1) informed on administrative planning and development of the graduate program and shall consult with them on the allocation of funds for teaching, research training, and other matters directly related to graduate instruction. The graduate administrator has the authority and responsibility to submit matters of policy to the Graduate Executive Committee and to the Committee on Graduate Studies.

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### 3.3 Representation on the Graduate Council for the Biomedical Institutions

The graduate administrator shall serve as a member of the Graduate Council for the biomedical institutions.

The Division of Graduate Studies shall be represented on the Graduate Council for the biomedical institutions also by a member of the graduate faculty elected by the Committee on Graduate Studies. The elected member serves for a two-year period, and can be reelected. Election of this member will be at times and by procedures established by the Committee on Graduate Studies.

#### Sec. 4.0. The Graduate Faculty

The graduate faculty is the faculty of the Division of Graduate Studies. It is composed of persons representing a diversity of interests that contribute to the knowledge of biomedical sciences, in the broadest sense of the term, and who are qualified as educators by their scholarly or creative work and their effectiveness in teaching graduate students.

The graduate faculty consists of members, associate members, and special members drawn from the various biomedical institutions in Houston administered by The University of Texas System through the Executive Vice-Chancellor for Health Affairs, and from other institutions that are authorized by the Board of Regents. Qualifications, privileges, and responsibilities for each membership category follow the Regents' Rules and Regulations as specified in Chapter V and as further defined in this supplement.

#### 4.1 Members of the Graduate Faculty

Any member of The University of Texas at Houston, or of other authorized institutions, who has an academic appointment of professor or associate professor, who has demonstrated a high level of competence in research and graduate education in the biomedical sciences, and who is, or on appointment will be, an active participant in graduate programs of the Graduate School of Biomedical Sciences is eligible to become a member of the graduate faculty with full voting privileges of membership. Competence in graduate education shall be evaluated on the basis of the degree of experience in supervision of students who have completed the Master of Science or Doctor of Philosophy degrees, in service as chairman or member of supervising and examination committees for degree candidates, and in the organization of graduate-level courses. A nomination for the status of member must be recommended by the head of the faculty member's institution, the Graduate Executive Committee, and certified by the members of the graduate faculty, and then is subject to approval by the dean of the Graduate School of Biomedical Sciences, the Executive Vice-Chancellor for Health Affairs, the Deputy Chancellor, the Chancellor, and the Board of Regents. The status of member is automatically terminated when the member leaves The University of Texas System, and if the qualifications are not maintained, may be revoked by the same procedure used in the nomination.

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Members of the graduate faculty are expected to supervise candidates for the Master of Science and Doctor of Philosophy degrees, and are eligible to serve on the Graduate Executive Committee of the Graduate School of Biomedical Sciences and on The University of Texas System Graduate Council for the biomedical institutions.

#### 4.2 Associate Members of the Graduate Faculty

Any member of The University of Texas at Houston, or of another authorized institution, who has an academic appointment equivalent to assistant professor, associate professor, or professor, who exhibits competence in advanced education and biomedical research, and who actively participates in graduate educational programs of the Graduate School of Biomedical Sciences may become an associate member of the graduate faculty upon recommendation by the head of the faculty member's institution, the Graduate Executive Committee, certification by the Committee on Graduate Studies, and approval by the dean. Associate member appointments are for two-year periods. While any member of a component institution may be authorized to teach graduate courses, such authorization shall not constitute appointment as an associate member of the graduate faculty. An appointment as associate member is primarily for the purpose of furnishing a period for development of the professional qualifications for appointment as member of the graduate faculty. An associate member shall have voting privileges in the Committee on Graduate Studies, shall be eligible to supervise work leading to the Master of Science thesis, and shall be eligible to serve as a member of supervisory and examination committees leading to the Master of Science and the Doctor of Philosophy degrees. By special permission of the Committee on Graduate Studies and the dean, an associate member may supervise the work of specific candidates leading to the Doctor of Philosophy degree.

An associate member is not eligible to become a member of the Graduate Executive Committee, but may serve upon any subcommittee of the Committee on Graduate Studies. Appointments of associate members shall be reviewed by the Graduate Executive Committee every two years and those who continue to meet qualifications for associate member may be reappointed for an additional two years.

#### 4.3 Special Members of the Graduate Faculty

An outstanding person from government, industry, the professions, educational foundations, a component institution, or another academic institution who is granted teaching responsibilities on a visiting or part-time basis in connection with the graduate program of this institution may be appointed a special member of the graduate faculty for as long as the Committee on Graduate Studies considers the appointment to be desirable. Appointment and termination of each appointment shall be determined by the Committee on Graduate Studies, subject to approval by the dean. Special members may participate without vote in meetings of the Committee on Graduate Studies, may serve on subcommittees of the Committee on Graduate Studies, and may serve upon supervisory and examination committees, but are not eligible to serve as supervisor for thesis or dissertation work, nor to serve on the Graduate Executive Committee.

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#### 4.4. Nomination for all Categories of Membership in the Graduate Faculty

Nominations for all categories of membership in the graduate faculty must be approved by the head of the faculty member's institution, and sponsored by one or more members of the graduate faculty. Nominations shall be supported by appropriate documentation and submitted to the Chairman of the Committee on Graduate Studies, who shall present them to the Graduate Executive Committee for review before presentation to the Committee on Graduate Studies for its consideration. Nominations approved by the Committee on Graduate Studies shall be transmitted by its chairman to the dean for further administrative action. Formal notification of appointment, or termination of appointment, will be made by the dean.

#### 4.5. Graduate Instruction

Members, associate members, and special members of the graduate faculty are eligible to serve on supervisory committees for thesis or dissertation work and on committees for candidacy examination; however, formal approval by the appropriate subcommittee of the Committee on Graduate Studies and by the dean is required in each case. Upon specific recommendation of the Committee on Graduate Studies and approval by the dean, other members of The University of Texas System, other institutions, government, the professions, and the clergy, or other qualified persons may be invited to serve on supervisory committees; where an approved person has unique qualifications, he may be invited to serve as an additional member of the examining committee for final defense of thesis or dissertation.

#### Sec. 5.0. Organization of Legislative Bodies of the Graduate School of Biomedical Sciences

The legislative activities of the Graduate School of Biomedical Sciences are exercised through the Committee on Graduate Studies, composed of the entire graduate faculty, and the Graduate Executive Committee, which represents the graduate faculty directly to the dean and his administrative officers.

#### 5.1. The Graduate Executive Committee

The Graduate Executive Committee is composed of the Dean (ex officio), the graduate administrator (ex officio), the graduate advisor (ex officio), the chairman of the Committee on Graduate Studies, the elected representative to the Graduate Council for biomedical institutions, the secretary of the Graduate Executive Committee and the Committee on Graduate Studies, and the chairmen of the following subcommittees of the Committee on Graduate Studies: subcommittee on admissions; subcommittee on academic standards; subcommittee on curricula; and subcommittee on student affairs. The elected representative to the Graduate Council for biomedical institutions shall be chairman. The dean, graduate administrator, or the committee chairman may invite other persons to attend limited portions of the meetings, without vote. Only members of the graduate faculty may hold office on the Graduate Executive Committee.

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The Graduate Executive Committee shall be responsible for reviewing general academic policies, for advising the dean on the final formulation of specific legislation and recommendations acted on by the Committee on Graduate Studies, for reviewing nominations for membership in the graduate faculty, for initiating emergency legislation, and for such other responsibilities as the Committee on Graduate Studies or the dean considers necessary. With the aid of the secretary, the chairman of the Graduate Executive Committee shall report the recommendations of the committee to the dean. The Graduate Executive Committee shall meet at the call of the chairman, the dean, or the graduate administrator, but not less frequently than the meetings of the Committee on Graduate Studies.

#### 5.2. The Committee on Graduate Studies

The Committee on Graduate Studies is composed of the entire graduate faculty of the Division of Graduate Studies. Standing subcommittees shall be the subcommittees on admissions, academic standards, curricula, and student affairs. Additional standing or ad hoc subcommittees may be formed and dissolved as needed by the chairman. Chairmen of such additional subcommittees shall not serve as voting members of the Graduate Executive Committee.

The Committee on Graduate Studies shall elect its chairman, the secretary of the Graduate Executive Committee and the Committee on Graduate Studies, and the representative to the Graduate Council for the biomedical institutions. The chairman of the Committee on Graduate Studies shall appoint the chairmen of all standing subcommittees, but the approval of the Committee on Graduate Studies is required before these persons can take office. Chairmen of the subcommittees shall recommend members of their respective subcommittees for approval and appointment by the chairman of the Committee on Graduate Studies.

The Committee on Graduate Studies is responsible for enacting legislation and making recommendations on the general academic policy of the Division of Graduate Studies. The responsibilities include but are not limited to: setting of standards for the admission, retention, and advancement of students; planning for development of courses, programs, and areas of study; establishing procedures for attaining degrees; supervising the interdisciplinary development of individual programs of study; and maintaining academic communication among faculty and students. The Committee on Graduate Studies is responsible for recommending to the dean the admission of applicants to candidacy for all academic degrees. The recommendations, reports, and legislation of the Committee on Graduate Studies shall be reviewed by the Graduate Executive Committee, revised if necessary within the intent of the Committee on Graduate Studies, and transmitted to the dean for his approval and administrative action. Where such action will involve either persons or facilities primarily within the administrative authority of another institution, it will be the responsibility of the dean to seek the necessary approval of the appropriate institutional head.

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Members and associate members of the graduate faculty shall have voting privileges in the Committee on Graduate Studies, with the exception that associate members shall not vote on nominations for the status of member. With permission of the chairman of the Committee on Graduate Studies, representatives of the student organization may report to the Committee on Graduate Studies, and any of its subcommittees. The Committee on Graduate Studies shall meet at regular intervals, the terms and intervals to be established by the committee, but not less frequently than four times a year. All meetings of the Committee on Graduate Studies shall be conducted in accordance with Robert's Rules of Order.

#### 5.21. Elections

The Committee on Graduate Studies shall elect from among its members a chairman, a secretary who shall serve also as secretary of the Graduate Executive Committee, and a representative to the Graduate Council for the biomedical institutions who shall serve also as chairman of the Graduate Executive Committee.

The election of the chairman of the Committee on Graduate Studies shall be held in the last quarter of each odd-numbered year and the newly elected chairman shall take office on January 1 of the following even-numbered year.

The elections of the secretary and the representative to the Graduate Council for the biomedical institutions shall be held in the last quarter of each even-numbered year and the newly elected secretary and representative shall take office on January 1 of the following odd-numbered year.

Elections shall be conducted so as to include open nominations. A primary election will be held so as to place no more than two candidates on the final slate for each position. A final balloting will be held by mailing ballots to the entire voting membership of the graduate faculty. Further details of procedure for the elections (appointment of tellers, deadlines for voting, etc.) shall be established by the Committee on Graduate Studies. Members and associate members may vote in all elections. A majority of the final ballots cast shall be required to decide any election.

#### 5.22. Duties of the Chairman

The duties of the chairman shall include the following: he shall preside over meetings of the committee; call special meetings when needed; appoint chairmen and members of standing and special subcommittees; receive subcommittee reports and arrange for presentation of these to the Committee; represent the graduate faculty to the dean and higher authorities; serve as an ex officio member without vote on all subcommittees; refer legislative proposals and other academic business to the appropriate subcommittees; and prepare an annual report to the graduate faculty and the dean.

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### 5.23. Duties of the Secretary

The duties of the secretary shall include the following: he shall serve as the secretary for the Graduate Executive Committee as well as for the Committee on Graduate Studies; serve as acting chairman of meetings of the Committee on Graduate Studies when the chairman is not present; preserve all records and communications for both the Graduate Executive Committee and the Committee on Graduate Studies; classify items placed on the agendas of the Graduate Executive Committee and the Committee on Graduate Studies as legislation, emergency legislation, or academic business; transmit legislation and recommendations approved by the Committee on Graduate Studies through the Graduate Executive Committee to the dean; distribute an agenda, prepared in cooperation with the chairman, for each meeting of the Graduate Executive Committee and Committee on Graduate Studies to the members of these committees; distribute other notices and communications to the graduate faculty; and aid the chairman in preparation of an annual report to the dean and the graduate faculty.

### 5.3. Standing Subcommittees of the Committee on Graduate Studies

The chairman of subcommittees may call subcommittee meetings at any time, and shall make a formal report at each regular meeting of the Committee on Graduate Studies.

#### 5.31. Subcommittee on Admissions

The subcommittee on admissions shall evaluate practices and make recommendations concerning the minimum standards and prerequisites for admission of students into graduate programs. It shall be responsible also for cooperating with the graduate administrator and the registrar in evaluating applications for admission into the Graduate School of Biomedical Sciences and in reviewing petitions for absolvment of admission deficiencies.

Recommendations on these applications and petitions shall be made directly to the graduate administrator. The graduate advisor shall be an ex officio member of this subcommittee with vote.

#### 5.32. Subcommittee on Academic Standards

The subcommittee on academic standards shall review practices and make recommendations concerning qualifications for retention of students in graduate programs, procedures for conducting and evaluating candidacy examinations and defense of thesis or dissertation, and other matters relating to the maintenance of academic standards. In carrying out these functions the subcommittee shall report to the Committee on Graduate Studies.

The subcommittee shall review petitions for admission to candidacy and petitions for defense of thesis or dissertation, and shall make appropriate recommendations to the graduate administrator on the acceptability of these petitions. The subcommittee



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shall make recommendations to the Committee on Graduate Studies and the graduate administrator on the composition of individual students' committees for examination and defense of thesis or dissertation, and on the performance of the students in these examinations. The graduate advisor shall be an ex officio member of this subcommittee with vote.

#### 5.33. Subcommittee on Curricula

The subcommittee on curricula shall provide continuing evaluations and recommendations on all courses and programs of study, including the Core Program; shall evaluate all proposals for new courses or programs as they are needed. In carrying out these functions the subcommittee shall report to the Committee on Graduate Studies. The subcommittee shall recommend the composition of supervising committees for individual students and shall review their programs of study; in carrying out these functions the subcommittee shall report directly to the graduate administrator, with subsequent reports to the Committee on Graduate Studies. The graduate advisor shall be an ex officio member of this subcommittee with vote.

#### 5.34. Subcommittee on Student Affairs

The subcommittee on student affairs shall prepare and review information relating to support of students by fellowships, by part-time research employment, and by other sources. The subcommittee shall make recommendations on announcement of programs, on recruitment of students, on applications for fellowship funds, on award of fellowship funds available, and on academic work load ratios. The subcommittee shall prepare appropriate applications for grant funds to provide student stipend, fellowships, etc. The subcommittee shall review and make recommendations relating to housing, health, welfare, and other matters of concern to the students. The subcommittee shall serve as a communication link with the student organization. The graduate advisor shall be an ex officio member of this subcommittee with vote.

### Sec. 6.0. Legislation

Legislation requires the approval of the dean, the Executive Vice-Chancellor for Health Affairs, the Deputy Chancellor, the Chancellor, and the Board of Regents before it becomes effective. Legislative proposals may be introduced by the dean, by a standing or special subcommittee of the Committee on Graduate Studies, or by the joint petition of five or more members of the graduate faculty. All such proposals must be filed with the chairman and the secretary of the Committee on Graduate Studies. This filing constitutes the introduction. The secretary must place the proposal on the agenda of the next regularly scheduled meeting of the Committee on Graduate Studies.

The secretary shall send copies of legislation approved by the Committee on Graduate Studies to each member of the graduate faculty. If, within fourteen days of the secretary's distribution, five or more members of the graduate faculty file a request for reconsideration of the action with the secretary, stating their reasons therefor, the Graduate Executive Committee

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will meet with the objecting members and attempt resolution of their objections within the approved legislation. If such resolution cannot be achieved, the Committee on Graduate Studies shall reconsider its action at its next regular meeting, or if necessary at a special meeting called for this purpose. Graduate faculty members filing a request for reconsideration must appear at the meeting to present their arguments concerning the legislation, or must withdraw their objections. If no request with support sufficient to require reconsideration is filed within the fourteen day period, or if the Committee on Graduate Studies determines on reconsideration to approve or amend the legislation, the secretary shall transmit the approved legislation to the dean through the Graduate Executive Committee. Legislation becomes effective when finally approved by the Board of Regents.

#### 6.1. Emergency Legislation

Emergency legislation is legislation that is necessitated by unusual circumstances or pressure of time. Emergency legislation may be enacted by the Graduate Executive Committee or by the Committee on Graduate Studies. However, emergency legislation enacted by the Graduate Executive Committee must be considered by the Committee on Graduate Studies at its next meeting. Emergency legislation takes effect immediately and remains in effect until disapproved by the Committee on Graduate Studies, the dean, the Executive Vice-Chancellor for Health Affairs, the Deputy Chancellor, the Chancellor, or the Board of Regents.

#### 6.2. Actions Not Classified as Legislation or Emergency Legislation

Proposals for recommendations and other academic business of the graduate faculty within the local authority of the Graduate School of Biomedical Sciences are subject to the approval of the Committee on Graduate Studies, the graduate administrator, and the dean. Proposals to alter procedural details and duties specified in Sections 5.21 to 5.23 and 5.30 to 5.34, and similar minor changes in this supplement, are not classified as legislation unless the dean requests they be so classified. Procedural details of the conduct of committee meetings do not require the approval of the dean.

### Sec. 7.0. Graduate Advisors

A graduate advisor shall be selected to represent the graduate administrator in all academic matters pertaining to consultation and advising students working for Master of Science or Doctor of Philosophy degrees and supervisors of these students. The graduate advisor shall be appointed by the graduate administrator with the concurrence of the dean and the Graduate Executive Committee, and subject to the approval of the Committee on Graduate Studies. The graduate advisor reports to the graduate administrator. He shall be an ex officio member with vote of the Graduate Executive Committee and of the following standing subcommittees of the Committee on Graduate Studies: admissions, academic standards, student affairs, and curricula.

#### 7.1. Assistant Graduate Advisors

The graduate administrator, with the concurrence of the dean and the Graduate Executive Committee, and subject

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to the approval of the Committee on Graduate Studies, may appoint such assistant graduate advisors as may be necessary.

Each specialized academic program recognized by the Committee on Graduate Studies as having a distinct curriculum (e.g., the program for the Master of Science degree in Medical Physics) may have an assistant graduate advisor, who is active in that program, and who will represent the graduate administrator and graduate advisor in all academic matters pertaining to advising graduate students and supervisors in that special program. All assistant graduate advisors report to the graduate administrator through the graduate advisor. Assistant graduate advisors are not ex officio members of the Graduate Executive Committee or standing subcommittees of the Committee on Graduate Studies.

#### Sec. 8.0. Student Organization

Students enrolled in degree programs of the Graduate School of Biomedical Sciences are encouraged to maintain an active student organization that will conduct business pertaining to their general interest and organize programs for cultural, social, athletic, and extracurricular educational activities. A delegate of a student organization representing the majority of the student body has the right to attend any regular meeting of the Committee on Graduate Studies to communicate student views and recommendations on matters in which the Committee on Graduate Studies has jurisdiction, after notifying the secretary of his desire to appear. The portion of each meeting that will be open for student attendance shall be decided by the chairman.

ITEMS FOR THE RECORD. --The following items were approved by the Committee of the Whole as indicated and are included herein for the record and for ratification:

1. U. T. System: Resolution Honoring the Late John W. O'Boyle, Dallas, for Extraordinary Service to The University of Texas System (Buchanan Foundation). --A resolution memorializing Mr. John O'Boyle was authorized at the meeting of the Board of Regents on August 1, 1969, and is herein reported for the record.

RESOLUTION HONORING THE LATE JOHN W. O'BOYLE,  
DALLAS, FOR EXTRAORDINARY SERVICE TO THE UNIVERSITY  
OF TEXAS SYSTEM.

WHEREAS, The Board of Regents of The University of Texas System wishes to pay tribute to the memory of the late John W. O'Boyle for services he rendered to The University of Texas System while he was serving as president of the Buchanan Foundation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents of The University of Texas System:

- a. Concurrent with his holding important managerial positions in finance and industry prior to his untimely death in London, England, on July 30, 1969, John W. O'Boyle, while serving as president of the Buchanan Foundation,

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guided that Foundation in philanthropic actions which were of immeasurable assistance to a component institution of The University of Texas System and the System as a whole.

- b. Specifically, John W. O'Boyle directed the Buchanan Foundation's establishment of endowments for two chairs at The University of Texas Southwestern Medical School at Dallas. The first chair endowed by the Foundation in 1960 was The William Buchanan Professorship in Pediatrics; this was the first endowed chair of any classification throughout the University System. This pioneering philanthropy provided not only a landmark but a guidepost for similar gifts from other foundations and individuals in the years that have followed. The second chair endowed by the Foundation was The William Buchanan Professorship of Internal Medicine in the spring of 1969.
- c. The two above-mentioned chairs are enduring memorials not only to the generosity of the Buchanan Foundation but also to the understanding, vision and compassion of the Foundation's president, John W. O'Boyle.
- d. In addition to his exemplary service to The University of Texas System, John W. O'Boyle served his Nation in time of war and served his State and community in time of peace by personally aiding educational, medical and cultural organizations.

**BE IT RESOLVED**, That the members of the Board of Regents of The University of Texas System join the legions of those who appreciated John W. O'Boyle's aims and accomplishments and who now mourn with his family and friends in his loss.

**BE IT FURTHER RESOLVED**, That a copy of this Resolution be furnished to Mrs. John W. O'Boyle of Dallas, Texas.

2. U. T. Dallas: Ratification of the Gift, Donation, Transfers and Assignments from the Southwest Center for Advanced Studies to the Board of Regents of The University of Texas System. -- Pursuant to the resolution adopted by the Board of Regents at its meeting on August 1, 1969, the Chairman of the Board was authorized to execute all instruments and to do all things necessary and appropriate for and on behalf of the Board of Regents of The University of Texas System to effectuate an orderly transfer of the gift, donation, transfer and assignments of government contracts and grants from the Southwest Center for Advanced Studies to The University of Texas System, subject to the unanimous prior approval of all such instruments and things by a committee consisting of Chairman Erwin, Regent Williams, Chancellor Ransom, Deputy Chancellor LeMaistre and Executive Vice-Chancellor Walker.

It is recommended that the execution by the Chairman of the Board of the Agreement Implementing Establishment of The University of Texas at Dallas, dated August 1, 1969, between the Southwest Center for Advanced Studies and the Board of

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Regents of The University of Texas System (Pages 144-168) together with the other instruments as listed below be ratified and confirmed by the Board, all of which have been approved by the committee named in the last paragraph preceding. The following instruments are set out on Pages 169-261 :

- (1) Certificate of Resolution (Page 169)
- (2) Waiver of Consents (Page 173)
- (3) Agreement between U. T. Dallas and Southern Methodist University (providing for library services) (Page 174)
- (4) Agreement between U. T. Dallas and Southern Methodist University (appointing faculty to S. M. U. Department of Geological Sciences) (Page 179)
- (5) Agreement between U. T. Dallas and Southern Methodist University (appointing faculty to Space Sciences Center of the S. M. U. Institute of Technology) (Page 183)
- (6) Application for membership in TAGER (Page 187)
- (7) Application for membership in Gulf Universities Research Corporation (Page 188)
- (8) Novation Agreements with the following government agencies sponsoring research contracts with the Southwest Center for Advanced Studies which were transferred to The University of Texas at Dallas:
  - (a) United States Atomic Energy Commission (Page 189)
  - (b) National Aeronautic and Space Administration (Page 195)
  - (c) Department of Defense (Page 202)
  - (d) National Sciences Foundation (Page 209)
  - (e) Department of Health, Education and Welfare (Page 213)
- (9) Assignment of Interest of the Southwest Center for Advanced Studies in leased equipment to the Board of Regents (Schedule I - Leases of Personal Property attached) (Page 219)
- (10) Utility Agreement with TAGER (Page 221)
- (11) Utility Agreement with the Excellence in Education Foundation (Page 223)
- (12) Assignment from the Southwest Center for Advanced Studies to the Board of Regents (covering sponsored research contracts and grants and equipment used in connection therewith) (Page 226)

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- (13) Deed of Gift from the Excellence in Education Foundation to the Board of Regents (general warranty deed to 325.13 acres) (Page 236 )
- (14) Deed of Gift from the Excellence in Education Foundation to the Board of Regents (covering the personal property) (Page 248)

The schedules referred to in Article III, A-F (Pages 147 and 148) of the Agreement Implementing Establishment of The University of Texas at Dallas are in numerical order following Page 250 with the exception of Schedules I and II. Schedule I is a part of The Assignment of Lessee's in Leasing of Personal Property and is on Page 220. Schedule II (a list of government-owned property transferred to the Board of Regents) and Exhibit B (a list of personal property transferred to the Board of Regents) are filed in the Office of the Secretary in file No. 3b-400. (These were prepared in a form that could not be reproduced in the minutes). Exhibit B is referred to in Article VIII, 8.1 of the Agreement Implementing Establishment of The University of Texas at Dallas on Page 154.

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AGREEMENT IMPLEMENTING ESTABLISHMENT OF  
THE UNIVERSITY OF TEXAS AT DALLAS

This Agreement dated August 1, 1969, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM ("UTS") and SOUTHWEST CENTER FOR ADVANCED STUDIES, a Texas non-profit corporation ("SCAS"), implementing the gift of properties by SCAS to The University of Texas System for the establishment of THE UNIVERSITY OF TEXAS AT DALLAS,

WITNESSETH:

THAT WHEREAS, SCAS is operating and conducting an educational institution and laboratories and facilities for advanced scientific research on, in and with certain lands, buildings and personal property (the "Center") located in the City of Richardson, in Dallas and Collin Counties, Texas; and

WHEREAS, SCAS has been awarded a number of sponsored research contracts and grants by various government agencies and private institutions, and pursuant thereto, its faculty is currently engaged in scientific research, the cost of which will be paid wholly or partly by such agencies and institutions, and its faculty is also currently engaged in a small amount of non-sponsored research activity; and

WHEREAS, on May 30, 1969 the Senate and the House of Representatives of the State of Texas adopted the Conference Committee Report on House Bill No. 303 ("H. B. No. 303"), which will become effective on September 1, 1969; and on June 13, 1969 the Hon. Preston Smith, Governor of the State of Texas, signed said Bill authorizing and directing UTS to establish and maintain a general academic institution as a state supported institution of higher education to be known as The University of Texas at Dallas ("U T Dallas") to be located on a site in Dallas County, Texas (which may extend into any adjacent county) and shall consist of not less than 250 acres of land that shall be donated for

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said purpose without cost to the State of Texas, and authorized and directed UTS to accept grants or gifts of property that may be tendered to it in aid of the planning, establishment, conduct and operation of U T Dallas;

NOW, THEREFORE, in order to implement H. B. No. 303 and as authorized and directed thereby, and to set out the terms, provisions and conditions of the acceptance by UTS of the grants and gifts of properties that will be made by SCAS to aid in the establishment and operation of U T Dallas and in research and teaching thereat, and of the transfer of said sponsored research contracts and grants, the parties hereto do hereby agree as follows:

ARTICLE I

Representations, Covenants  
and Warranties of SCAS

SCAS represents, covenants and warrants that:

1.1. SCAS is a non-profit corporation duly organized and validly existing under the laws of the State of Texas, having no capital stock and no members.

1.2 SCAS has the legal power and corporate authority to own all of its properties and to perform all of its agreements and obligations under this Agreement. The consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, or constitute a default under, any mortgage, deed of trust, lease, sponsored research contract or grant or other agreement or instrument to which SCAS is a party or by which it is bound, or to which any of its property is subject, provided that it is able to obtain consents thereto from the lessors, owner of personal property, parties sponsoring research contracts or grants and other persons specified in Schedules I,



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II, III and VI, referred to, respectively, in Sections 3. 1, A, B, C and F hereof.

1.3. SCAS on the Closing Date (hereinafter defined) will have merchantable title to the real estate and personal property to be granted, transferred and assigned to UTS hereunder, as hereinafter stipulated in Sections 5.2, A and 5.2, B hereof, subject to no lien, mortgage, deed of trust, pledge, security interest, encumbrance, or charge of any kind.

1.4. SCAS is not in default under any lease of personal property, contract for the use of government-owned property, sponsored research contract or grant or other agreement or instrument to which it is a party.

1.5. The execution and delivery of this Agreement and performance of SCAS' agreements and obligations hereunder by its officers and agents have been duly approved and authorized by the Board of Governors (by its Bylaws holding all the power, authority and rights of a Board of Directors) of SCAS.

1.6. SCAS is not now, and on the Closing Date will not be, a party, as lessor or lessee, to any lease covering real or personal property, except the two leases referred to in Exhibit "A", and the leases of personal property to SCAS, and the contracts for the use of government-owned property (contained in certain research contracts and grants) described or referred to in said Schedules I and II, respectively.

1.7. SCAS is not now, and on the Closing Date will not be, the recipient or grantee of any sponsored research contract or grant, except those research contracts and grants described or referred to in said Schedule III.

1.8. SCAS is not now, and on the Closing Date will not be, engaged in any non-sponsored research activity except that described in Schedule IV, referred to in Section 3. 1, D hereof.

1.9. SCAS is not now a party to any term contract of employment

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except those contracts described in Schedule V, referred to in Section 3.1, E hereof; and on the Closing Date will not be a party to any such contract with any person who on that date will become an employee of UTS.

1.10. SCAS is not now, and on the Closing Date will not be, a party to any other agreement or arrangement except those with Gulf University Research Corporation ("GURC"), Southern Methodist University ("SMU"), The Association of Graduate Education and Research ("TAGER") and other universities and colleges and the Agreements for Digital Computing Services described in said Schedule VI.

## ARTICLE II.

### Representations, Covenants and Warranties of UTS

UTS represents, covenants and warrants that:

2.1. UTS has the legal power and authority to accept and own the real estate and personal property that will be donated, granted, transferred and assigned to it by SCAS as contemplated by this Agreement.

2.2. The execution and delivery of this Agreement and performance of the acts of The University of Texas System contemplated hereby by its officers and agents have been duly approved and authorized by the Board of Regents of The University of Texas System in behalf of The University of Texas System.

## ARTICLE III.

### Agreements of SCAS to be Performed Prior to the Closing

3.1. SCAS will promptly prepare, have signed by an officer cognizant of the facts, and deliver to UTS:

A. A Schedule of Leases of Personal Property, to be designated Schedule I, describing all the leases of personal property to which SCAS now is, or on the Closing Date will be, a party, showing with respect to each lease the name and address of the lessor, a brief description of the property leased, term, rents payable per month or other rental period, and stating whether the lease grants SCAS an option to purchase;

B. A Schedule of Government-Owned Property, to be designated Schedule II, describing the government-owned property loaned or leased

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to SCAS, showing the name and address of the authority, department, division or bureau having the responsibility for the property, the term, if any, the rental, if any, and the terms and conditions under which the property may be retained by SCAS or shall be returned to the owner;

C. A Schedule of Sponsored Research Contracts and Grants, estimated as accurately as possible as of September 1, 1969, to be designated Schedule III, briefly describing each current contract or grant, showing the total amount of the contract price or grant, the percentage of the work estimated to be completed as of September 1, 1969, the amounts of money collected by SCAS with respect to each project as of said date, the prorata of work completed and not collected for, and the prorata, if any, of the sums collected in advance by SCAS to be allocated to UTS as of September 1, 1969 for completing each of said projects;

D. A Schedule of Non-Sponsored Research, to be designated Schedule IV, generally describing current non-sponsored research, and showing the amount of money budgeted therefor;

E. A Schedule of Employment Contracts, to be designated Schedule V, briefly describing each current employment contract entered into by SCAS with any person who on the Closing Date may become an employee of UTS; and

F. A Schedule of Other Agreements and Arrangements of SCAS, to be designated Schedule VI, briefly describing its agreements or arrangements with GURC, SMU, TAGER and other universities, colleges and institutions.

3.2. SCAS will promptly obtain and deliver to UTS Abstracts of Title certified from the sovereignty of the soil to a date subsequent to the date hereof, covering the real estate described in Exhibit "A" attached hereto.

3.3. SCAS will promptly obtain and deliver to UTS a Plat of Survey and field notes, prepared by a competent registered engineer, describing the metes, bounds and area, and the easements and right-of-ways affecting the real estate described in Exhibit "A" attached hereto.

3.4. Prior to the Closing or at the option of SCAS, on the Closing Date or immediately thereafter, SCAS will file with the Secretary of State of the State of Texas Articles of Amendment to its Articles of Incorporation, changing its name to "Excellence in Education Foundation" and its purposes, substantially as set forth in the proposed Articles of Amendment submitted by SCAS to UTS.

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3.5. Prior to the Closing SCAS will, as of September 1, 1969, terminate all employment contracts with its Professors, officers and employees who on the Closing Date will become employees of UTS.

3.6. SCAS will use its best efforts to obtain, prior to the Closing, from the lessors, owner of personal property, parties sponsoring research contracts or grants and other persons specified in Schedules I, II, III and VI, their written consents for SCAS to make the transfers to UTS contemplated by this Agreement.

#### ARTICLE IV.

##### Agreements of UTS to be Performed Prior to the Closing

4.1. UTS will cooperate with SCAS in its efforts to obtain the written consents referred to in Section 3. 6 hereof.

4.2. On or before the Closing Date UTS will negotiate and execute mutually satisfactory agreements with SCAS and TAGER providing for the furnishing of gas (if and when available), water and electricity to the facilities of each of them through the lines and meters now owned and used by SCAS that will be transferred to UTS.

4.3. As soon as practicable after the Abstracts of Title described in Section 3.2 hereof are delivered to UTS, it will cause its attorneys to examine same and prepare and deliver to SCAS a copy of a written title opinion pointing out any defects, irregularities or objections in or to the title to the real estate described in Exhibit "B" and specifying how such defects and irregularities may be cured and such objections met; and SCAS shall be allowed a reasonable time in which to cure title defects and irregularities and meet title objections.

#### ARTICLE V.

##### The Closing

5.1. Consummation of the grants, transfers and assignments to be made by SCAS to UTS (herein sometimes called the "Closing") will take place in the office of Thompson, Knight, Simmons & Bullion, at 2300 Republic National Bank Building, in Dallas, Texas, at 11:00 A. M. (Central Daylight

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Savings Time) on Tuesday, September 2, 1969 (herein called the "Closing Date"). Either party may for good cause and upon written notice to the other postpone the Closing Date to another date mutually agreed upon. All grants, transfers, assignments and other transactions executed, delivered, made or completed on the Closing Date will be effective as of 12:01 A. M., September 1, 1969.

5.2. At the Closing SCAS will execute and deliver to UTS:

A. SCAS' good and sufficient general warranty deed granting and conveying to UTS the real estate described in Exhibit "A" hereto attached and made a part hereof, subject to the easements, right-of-ways and two leases, and zoning restrictions, if any, therein expressly described, but no lien, mortgage, deed of trust, pledge, security interest, encumbrance or charge of any kind and including all buildings and improvements thereon; and

B. SCAS' good and sufficient Bill of Sale transferring and assigning to UTS the personal property described in Exhibit "B" hereto attached and made a part hereof, subject to no lien, mortgage, deed of trust, pledge, security interest, encumbrance or charge of any kind.

5.3. At the Closing SCAS will execute and deliver to UTS written instruments, in form and substance satisfactory to UTS and the other interested parties, transferring and assigning to UTS all of the right, title and interest of SCAS in the leases of personal property, the government-owned property loaned or leased to and in the possession of SCAS, and in the incomplete sponsored research contracts and grants, all described or referred to in Schedules I, II and III, respectively, hereof.

5.4. At the Closing SCAS will pay to UTS an amount of money equal to the sum of all unexpended proratas, as of September 1, 1969, of all payments received in advance by SCAS on research contracts and grants then pending (which payment shall be subject to subsequent adjustment as stipulated in Section 8.4 hereof).

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## ARTICLE VI.

Conditions to Obligations of UTS

The agreements and obligations of UTS herein set forth shall be subject to fulfillment of each of the following conditions on or before the Closing Date (any one or more of which UTS may expressly waive by a written instrument delivered by it to SCAS):

A. SCAS shall have performed all of its agreements contained herein required to be performed by it on or before the Closing Date;

B. The representations, covenants and warranties of SCAS herein contained shall be true in all material respects on and as of the Closing Date as if made on the Closing Date, except as otherwise contemplated by this Agreement;

C. SCAS shall have delivered to UTS its certificate signed by its President or a Vice President, stating that all representations, covenants and warranties of SCAS herein contained are true on the Closing Date in all material respects as if made on that date;

D. The Board of Governors of SCAS will have taken all appropriate and required corporate action to approve and authorize the execution and delivery of this Agreement and the consummation of the transactions herein contemplated, and SCAS will have delivered to UTS a certificate signed by the President or Vice President and the Secretary or an Assistant Secretary of SCAS containing the resolutions of its Board of Governors, in form and substance satisfactory to UTS, approving, authorizing and directing such action by the officers of SCAS;

E. The written consents from lessors, owner of personal property, parties sponsoring research contracts or grants and other persons referred to in Section 3.6 hereof will have been obtained and delivered to UTS, or expressly waived in writing by both UTS and SCAS;

F. SCAS will have delivered to UTS an opinion of Thompson, Knight, Simmons & Bullion, counsel for SCAS, dated the Closing Date, to the effect that:

(1) SCAS (whose name will be changed to "Excellence in Education Foundation") is a non-profit corporation duly organized and validly existing under the laws of the State of Texas, having no capital stock and no members;

(2) SCAS has the legal power and corporate authority to own all of its properties and to perform all of its agreements and obligations under this Agreement;

(3) The consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, or constitute a default under, any mortgage, deed of trust, lease, sponsored research contract or grant or other agreement or instrument to which SCAS is a party or by which it is bound, or to which any of its property is subject (with an exception for any of the consents which may not have been obtained prior to the Closing Date and which are expressly waived by UTS and SCAS);

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(4) The execution and delivery of this Agreement and performance of SCAS' agreements and obligations hereunder by its officers and agents have been duly approved and authorized by the Board of Governors of SCAS; and

(5) The written consents obtained from the lessors, the owner of personal property, the parties sponsoring research contracts or grants and other persons (if any) to the transfer of SCAS' rights, titles and interests in such personal property and research contracts and grants, and other contracts (if any) to UTS are valid and adequate to permit UTS to take possession of such personal property and receive SCAS' rights, titles and interests therein and in such contracts and grants and to complete same and collect all sums of money becoming due and payable for work done after the Closing Date under such contracts and grants;

G. UTS shall have received from Mr. W. R. Long III, its counsel, a final title opinion dated the Closing Date, to the effect that SCAS had immediately prior to the Closing, and SCAS' deed described in Paragraph A of Section 5.1 hereof granted and conveyed to UTS, merchantable title to the real estate described in Exhibit "A", subject to no lien, mortgage, deed of trust, pledge, security interest, encumbrance or charge of any kind, except only (1) the easements, right-of-ways and two leases, and zoning restrictions (if any) therein expressly described, and (2) ad valorem taxes not yet due and payable assessed against same (which SCAS will pay and discharge as stipulated in Section 8.1 hereof); and

H. The Legislature of the State of Texas will have appropriated funds for the operation of UT Dallas during the period September 1, 1969 to August 31, 1971.

## ARTICLE VII.

### Conditions to Obligations of SCAS

In order to effect an orderly transition of the operation of the Center from SCAS to UTS, the transfer of the properties to be donated and granted by SCAS to UTS as herein contemplated shall be subject to each of the following conditions (any one or more of which SCAS may expressly waive by a written instrument delivered by SCAS to UTS):

A. The representations, covenants and warranties of UTS herein contained shall be true in all material respects on or as of the Closing Date as if made on the Closing Date, except as otherwise contemplated by this Agreement;

B. On or before the Closing Date, The Board of Regents of The University of Texas System will have taken all appropriate and required action to approve and authorize the execution and delivery of this Agreement and the consummation of the transactions herein contemplated, and UTS will have delivered to SCAS a certificate signed by its Chairman and Secretary containing the resolutions of the Board of Regents, in form and substance satisfactory to SCAS, approving, authorizing and directing such action by the officers of UTS;

C. The written consents referred to in Paragraph E of Article VI hereof shall have been obtained on or before the Closing Date, or expressly waived in writing by both UTS and SCAS:

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D. Prior to the Closing Date UTS will have: (1) made every effort to effect a satisfactory transition of the faculty and other personnel of SCAS to UTS, as of September 1, 1969, as follows: the appointments made by UTS will conform to its rules and regulations, including the "Budget Rules and Procedures" applicable to each UTS budget, and to controls imposed by accrediting bodies and educational associations; any SCAS faculty member who is not offered acceptable academic rank and tenure will be retained by UTS on its payroll for a reasonable period of time to enable him either to acquire tenure or to change in an orderly fashion to another position, and postdoctoral, research and administrative personnel will be afforded like treatment, except as to tenure; (2) delivered to SCAS a copy of the budget which it will have approved for UT Dallas and a copy of each appointment notice offered by UTS to the faculty, postdoctoral, administrative and research personnel of SCAS; provided, that each appointment notice may declare that it is subject to the conditions that this Agreement shall be consummated and that an appropriation of funds shall be made by the 61st Legislature for UT Dallas; and (3) advised SCAS the names of those individuals who reject such appointment or do not accept such employment.

E. Prior to the Closing Date UTS will have delivered to SCAS copies of instruments satisfactory to UTS and SCAS:

(1) And to the sponsors of such contracts and grants, obligating UT Dallas to complete the sponsored research contracts and grants described in Schedule III hereof;

(2) Showing that UT Dallas will participate with other universities and colleges in the oceanographic work now being performed by GURC in the Gulf of Mexico;

(3) And to SMU, arranging for (a) the appointment of certain members of the faculty of the Atmospheric and Space Sciences Division of UT Dallas as faculty members of SMU's Institute of Technology Space Sciences Department, (b) the appointment of members of the faculty of UT Dallas as Associate Members of the graduate faculty of SMU's Department of Geological Sciences; and (c) the use by UT Dallas of SMU's library system, including its Science Information Center;

(4) And to TAGER, showing that UT Dallas has become a participant member of TAGER, will continue to use and maintain the TV broadcasting equipment and facilities in SCAS' building relating to TAGER that will be transferred by SCAS to UTS and will collaborate with TAGER in fostering its continued growth and development; and

(5) And to the other universities and colleges who are involved, continuing the arrangements or associations with them described in Schedule VI hereof.

F. On or before the Closing Date UTS and SCAS will have executed the agreement relating to utilities referred to in Section 4.2 hereof;

G. On or before the Closing Date UTS will have delivered to SCAS the attorney's title opinion referred to in Section 4.3 hereof, or another instrument satisfactory to SCAS, approving the title to the real estate described in Exhibit "A";

H. The Legislature of the State of Texas will have appropriated funds for the operation of UT Dallas during the period September 1, 1969 to August 31, 1971;



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I. UTS shall have delivered to SCAS on or before the Closing Date an opinion of Mr. W. R. Long, III, counsel for UTS, dated the Closing Date, to the effect that:

(1) The University of Texas System has the legal power and authority to accept and own the real estate and personal property that will have been granted, transferred and assigned to it by SCAS as contemplated by this Agreement; and

(2) The execution and delivery of this Agreement and performance of the acts of the University of Texas System contemplated hereby by its officers and agents have been duly approved and authorized by the Board of Regents of The University of Texas System in behalf of The University of Texas System; and

J. In the event any of the properties to be donated and granted by SCAS to UTS as herein contemplated shall be sold or exchanged by The University of Texas System the proceeds of the sales or exchange thereof shall not become a part of the Permanent University Fund, or of the Available Funds, or of the general funds of the State of Texas, but their use shall be limited to the acquisition of other lands and the construction of buildings and the purchase of equipment and personal property for the use of U T Dallas, a general academic institution; and the Deed and Bill of Sale described in Section 5.2 hereof shall so provide.

#### ARTICLE VIII.

##### Agreements of SCAS to be Performed after the Closing

8.1. Prior to the delinquency of any such taxes, SCAS will pay and discharge all ad valorem taxes, if any, assessed for the calendar year 1969 and all prior years against the real estate described in Exhibit "A" and the personal property described in Exhibit "B", and will promptly deliver to UTS copies of the tax receipts evidencing such payment.

8.2. If it is deemed desirable by UTS, so that necessary classrooms and other facilities not now available at the Center may be provided, SCAS at a propitious time mutually agreed upon, not earlier than March 1, 1971, will assume the responsibility for organizing a public subscription campaign to obtain not less than Three Million Dollars (\$3,000,000.00) in gifts in order to construct and equip additional buildings (estimated to cost at least \$6,000,000.00) for U T Dallas, anticipating that a matching amount can be obtained from governmental sources for such purpose. If the funds raised from both sources exceed the amount

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required for such purpose, the excess may be used for other buildings, equipment, other development and endowment of U T Dallas.

8.3. SCAS will upon the request of UTS execute and deliver such additional and correction deeds, Bills of Sale and supplemental and other documents and instruments as may be required, appropriate or reasonably requested in order to vest in UTS the real estate described in Exhibit "A", the personal property described in Exhibit "B" and the research contracts and grants herein referred to, and otherwise carry out and perform the terms, provisions and intent of this Agreement.

8.4. As payments are received from the sponsoring agencies by SCAS and The University of Texas System on account of research contracts and grants pending on September 1, 1969, SCAS will promptly remit to The University of Texas System all sums received by SCAS for work done on or after that date, and The University of Texas System will promptly remit to SCAS all sums received by The University of Texas System for work done before that date. It is contemplated that an audit will be made by the parties, and from time to time the sponsoring agencies will make audits, in order to determine and accurately compute the amounts properly payable on account of such research contracts and grants and the proratas thereof to which each SCAS and The University of Texas System are entitled on account of work performed before September 1, 1969, and on or after that date, respectively; and each party agrees, upon written notice given to it prior to September 1, 1973, to account for and refund to the other any amounts of money which such audits will show was erroneously paid to or received by it on account of its prorata of such sponsored research contracts and grants.

#### ARTICLE IX

##### Miscellaneous

##### 9.1. Costs and Expenses.

Each party agrees to pay and discharge all costs and expenses, including attorneys' fees, incurred by it in connection with this Agreement

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and its consummation.

9.2. Notices.

All notices, requests, instructions, communications and documents to be given or delivered hereunder by either party to the other shall be in writing and delivered personally or mailed by registered mail, postage prepaid, if to UTS, addressed to:

Dr. C. A. LeMaistre, Deputy Chancellor  
The University of Texas System  
University of Texas Station  
Austin, Texas 78712

and if to SCAS, addressed to:

Mr. J. E. Jonsson  
Excellence in Education Foundation  
3300 Republic National Bank Building  
Dallas, Texas 75201

or to such other person or persons (not more than two) or address or addresses as may be specified in writing by one party to the other.

9.3. Entire Agreement; Amendments.

This Agreement, together with the exhibits hereto attached and the schedules herein referred to and prepared and delivered pursuant to this Agreement, embody the entire agreement between the parties. No amendment hereof shall be made except by an instrument in writing signed by the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be deemed for all purposes one Agreement.

9.4. Survival of Representations.

All representations, covenants, warranties, agreements and obligations of each party contained herein shall survive the Closing and remain in full force and effect.

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9.5. Plan of Distribution of SCAS.

SCAS hereby confirms that its conveyance of the real estate and personal property described in Exhibits "A" and "B" to The University of Texas System, is a conveyance to a public organization which is (a) operated exclusively for scientific and educational purposes, (b) exempt from income taxes under the provisions of the Internal Revenue Code and (c) engaged in activities substantially similar to those in which SCAS has heretofore been engaged; and this Agreement may be deemed a Plan of Distribution by SCAS adopted as provided in the Texas Non-Profit Corporation Act; and such conveyance may be deemed a partial liquidation and distribution of the assets of SCAS pursuant to its Articles of Incorporation and said Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, acting through their respective officers hereunto duly authorized, as of the date hereinabove first written.

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

By *Charles E. ...*  
Chairman of the Board of Regents

ATTEST:

*Bill ...*  
Secretary

SOUTHWEST CENTER FOR ADVANCED  
STUDIES

By *B. ...*  
Chairman of its Board of Governors

ATTEST:

*Ralph N. ...*  
Secretary

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EXHIBIT "A"  
FIELD NOTES  
FOR  
TRACT TO BE CONVEYED TO  
THE UNIVERSITY OF TEXAS SYSTEM  
FOR  
THE UNIVERSITY OF TEXAS AT DALLAS

That certain tract of land located partly in the John W. Curtis Survey, Abstract No. 345, in Dallas County, Texas, partly in the McKinney and Williams Survey, Patent No. 622, Volume 4, in Dallas and Collin Counties, Texas, and partly in the John C. Campbell Survey, Abstract No. 241, in Collin County, Texas, and being composed of: (1) a 191.76 acre tract of land described in a Warranty Deed from F. M. Armstrong and E. Taylor Armstrong to The Jonsson Foundation, et al, dated December 15, 1960, and recorded in Volume 5468, Page 33, Deed Records, Dallas County, Texas, and in Volume 575, Page 582, Deed Records, Collin County, Texas (except the South 45 feet of said tract which is now located in Campbell Road); (2) a 120.13 acre tract of land described in a Warranty Deed from C. M. Walton to The Jonsson Foundation, et al, dated December 6, 1960, and recorded in Volume 575, Page 389, Deed Records, Collin County, Texas (except a small part of said tract located in the Northwest part thereof); (3) a 16.58 acre tract of land conveyed by Texas Research Foundation to Graduate Research Center of the Southwest by Deed dated April 7, 1966, and recorded in Volume 813, Page 0602, Deed Records, Dallas County, Texas; and (4) a part of a 160.62 acre tract of land conveyed by John R. Black, et al, Trustees, to The Jonsson Foundation, et al, by Deed dated February 8, 1961, and recorded in Volume 5491, Page 1, Deed Records, Dallas County, Texas; said tract being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe at the intersection of the North right-of-

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way line of Campbell Road with the West right-of-way line of the old Armstrong Road, said pipe being located 45 feet North from the SE corner of said 191.76 acre Armstrong tract, 70 feet North of the center line of Campbell Road;

THENCE N 89° 46' 44" W 1903.57 feet along said North right-of-way line, 70 feet North of and parallel to said center line of Campbell Road;

THENCE N 89° 31' 15" W 860.58 feet along said right-of-way line;

THENCE N 89° 53' W 338.95 feet along said right-of-way to the East right-of-way line of Waterview Parkway and the East boundary of the First Installment of Technology Park, as shown in Plat recorded in Volume 67123, Page 1285-1294, Deed Records, Dallas County;

THENCE N 14° 37' 34" W 670.69 feet along said Waterview Parkway right-of-way;

THENCE N 29° 27' W 224.54 feet along said right-of-way of Waterview Parkway to a point of curve to the right, said curve having a central angle of 36° 24' and a radius of 1205.51 feet;

THENCE Northerly along said curve 765.86 feet;

THENCE N 6° 57' E 45.01 feet to the Northeast corner of said First Installment of Technology Park;

THENCE S 89° 57' E 1663.97 feet;

THENCE S 88° 57' E 11.51 feet to a point in the West line of said McKinney and Williams Survey and the Southeast corner of the John Clay Survey, said point being at the Southeast corner of the Texas Research Foundation land;

THENCE N 0° 20' E 1640.0 feet along a common boundary of said 191.76 acre Armstrong tract and said Texas Research Foundation land, same being the common boundary of said Clay Survey and said McKinney and

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Williams Survey to the most Northerly Northwest corner of said 191.76 acre Armstrong tract; and the Southwest corner of said 120.13 acre Walton tract;

THENCE N 0° 25' 01" E 2012.28 feet along the West boundary of said 120.13 acre Walton tract, the West line of said Campbell Survey and the East boundary of said Texas Research Foundation land;

THENCE N 89° 52' 34" E 2224.3 feet to the Northeast corner of said 120.13 acre Walton tract and the Southwest right-of-way line of the Gulf, Colorado and Santa Fe Railroad;

THENCE S 34° 36' 52" E 691.16 feet along the Northeast boundary of said 120.13 acre Walton tract and the Southwest line of said railroad right-of-way;

THENCE S 0° 41' 12" W 1090.8 feet along the East boundary of said 120.13 acre Walton tract to the most Northerly Southeast corner of said tract;

THENCE N 89° 12' 44" W 182.12 feet to an inner corner of said tract;

THENCE S 0° 51' 24" W 401.8 feet to the Southeast corner of said 120.13 acre Walton tract and the Northeast corner of said 191.76 acre Armstrong tract;

THENCE S 2° 02' 40" W 878.59 feet to the most Northerly Southeast corner of said 191.76 Armstrong tract;

THENCE West 202.92 feet to an inner corner of said Armstrong tract;

THENCE S 19° 10' 45" W 858.83 feet;

THENCE S 17° 22' 19" W 247.95 feet to an angle point in the Easterly boundary of said 191.76 acre Armstrong tract;

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THENCE S 0° 01' 53" W 1313.60 feet along said Easterly boundary of said Armstrong tract to POINT OF BEGINNING and CONTAINING 328.70 acres of land, more or less;

## SAVE AND EXCEPT

(a) A tract of land containing 3.06 acres, described by metes and bounds as follows:

BEING a tract of land in said John C. Campbell Survey, said tract also being a part of the aforesaid tract of land conveyed by C. M. Walton to The Jonsson Foundation, et al, this tract being more particularly described as follows:

BEGINNING at a point which is N 89° 52' 34" E 478.85 feet and S 0° 31' 35" W 1002.89 feet from the Northwest corner of the above described 328.70 acre tract of land;

THENCE S 0° 31' 35" W 513.00 feet;

THENCE N 89° 28' 25" W 260.00 feet;

THENCE N 0° 31' 35" E 513.00 feet;

THENCE S 89° 28' 25" E 260.00 feet to the POINT OF BEGINNING and CONTAINING 3.060 acres; and

(b) A tract containing 0.51 acres, more or less, on which is located the North Office Building, described by metes and bounds as follows:

BEGINNING at a point which is N 89° 52' 34" E 521.15 feet and S 0° 31' 35" W 1002.89 feet from the Northwest corner of the above described 328.70 acre tract of land;

THENCE S 89° 28' 25" E 160 feet;

THENCE S 0° 31' 35" W 140 feet;

THENCE N 89° 28' 25" W 160 feet;

THENCE N 0° 31' 35" E 140 feet to the PLACE OF BEGINNING and CONTAINING 0.51 acres of land, leaving a total of 325.13 acres of land;

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SUBJECT TO:

(1) Armstrong Parkway right-of-way dedication recorded in Volume 67123, Page 1296, Deed Records, Dallas County;

(2) A private easement or right-of-way hereby reserved to Southwest Center for Advanced Studies and its successors, assigns, tenants, guests, licensees and permittees (but not the general public), for ingress and egress of persons and vehicles of every nature, and for constructing, repairing and maintaining utility lines of every nature, expressly including water, gas, electric power, telephone and sanitary and storm sewer lines and channels, over and across the certain tract of land 60 feet wide extending from the Northern terminus of Armstrong Parkway thus dedicated, to the North boundary line of said 328.70 acre tract, said tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the North boundary line of said 328.70 acre tract, said point being 115.8 feet West of the most Northerly North-east corner of said tract;

THENCE S 0° 41' 12" W 2305.14 feet to the Northeast corner of the area heretofore dedicated for Armstrong Parkway as recorded in Volume 67123, Page 1296, Deed Records, Dallas County;

THENCE N 89° 18' 48" W 60.0 feet along the North line of said dedicated Armstrong Parkway;

THENCE N 0° 41' 12" E 2304.29 feet to the North boundary of said 328.70 acre tract;

THENCE N 89° 52' 34" E 60.0 feet to POINT OF BEGINNING and CONTAINING 3.175 acres of land;

(3) A 20 foot wide Sanitary Sewer Easement granted to the City of Richardson, Texas, located in said John W. Curtis and McKinney and Williams Surveys, more particularly described (before widening of

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Campbell Road) as follows:

BEGINNING at a point as evidenced by an iron rod set in the ground in the Northerly right-of-way line of Campbell Road (a 50' R. O. W.) said point being the most Southerly Southeast corner of said 191.76 acre Armstrong tract of land;

THENCE N 89° 46' 44" W along the Southerly line of said 191.76 acre tract also being the Northerly right-of-way line of Campbell Road (50' R. O. W.) a distance of 20.00 feet to a point;

THENCE N 0° 01' 53" E a distance of 1862.07 feet to a point in the Southeasterly right-of-way line of said dedicated Armstrong Parkway, said right-of-way line being on a circular curve to the left having a radius of 2792.23 feet, the tangent to the curve at said point forming a deflection angle of 25° 38' 01" right with the last herein described course;

THENCE Northeasterly along said Southeasterly right-of-way line of Armstrong Parkway, a distance of 47.06 feet to a point, the tangent to the curve at said point forming a deflection angle of 155° 19' 56" right with the next herein described course;

THENCE S 0° 01' 53" W a distance of 1904.73 feet to the POINT OF BEGINNING and CONTAINING 37,673 square feet of land (0.865 acre);

(4) A 20 foot wide Sanitary Sewer Easement, hereby reserved to Southwest Center for Advanced Studies, and its successors, assigns, tenants, guests, licensees and invitees extending in a Northerly direction from the North terminus of the easement described in paragraph (3) above in or adjacent to the Easterly line of said dedicated Armstrong Parkway to the North terminus thereof;

(5) An easement for a Sanitary Sewer along the West boundary of said 328.70 acre tract running Northerly from Campbell Road to the South line of said Texas Research Foundation tract;

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(6) A Lone Star Gas Easement, dated March 12, 1964, recorded in Volume 636, Page 86, Deed Records, Collin County, the center line of said easement being more fully described as follows, to wit:

COMMENCING at the most Northerly Southeast corner of said 191.76 acre Armstrong tract of land;

THENCE West 202.92 feet and S 19° 10' 45" W 56.7 feet to POINT OF BEGINNING;

THENCE N 76° 33' West, at 230 feet cross the center of the currently paved part of said dedicated Parkway, and continuing in all a distance of 286 feet to a point for an angle;

THENCE in a Northerly direction along a curve to the right, parallel with and 56 feet West of the center of such currently paved part, a distance of 253 feet to a point for an angle;

THENCE West parallel with and 5 feet South of the South line of the East-West partially paved street, a distance of 1468 feet to a point for an angle;

THENCE North a distance of 652 feet to a point for an angle;

THENCE West a distance of 61 feet to a point for an angle;

THENCE North parallel with and 5 feet West of a building, a distance of 123 feet to a point for the end of said Lone Star Gas line;

(7) A private easement or right-of-way hereby reserved to Southwest Center for Advanced Studies and its successors, assigns, tenants, guests, licensees and permittees (but not the general public) for ingress and egress of persons and vehicles of every nature, and for constructing, repairing and maintaining utility lines of every nature, expressly including water, gas, electric power, telephone and sanitary and storm sewer lines and channels, over and across that certain tract of land running from said dedicated Armstrong Parkway to the West and North boundary lines of said

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328.70 acre tract, more particularly described as follows:

BEGINNING at a point in the West right-of-way of said dedicated Armstrong Parkway, said point being located Southerly 264.43 feet from the Northwest corner of said dedicated Armstrong Parkway;

THENCE N 89° 28' 25" W 357.66 feet;

THENCE N 0° 31' 35" E 404.29 feet to a point of curve to the left having a central angle of 45° and a radius of 226 feet;

THENCE Northwesterly along said curve 177.5 feet;

THENCE N 44° 28' 25" W 353.21 feet to a point of curve to the right having a central angle of 35° 39' 49" and a radius of 396 feet;

THENCE Northerly along said curve 246.49 feet;

THENCE N 89° 28' 25" W 722.92 feet;

THENCE N 0° 31' 35" E 1521.39 feet to the North boundary of said 328.70 acre tract;

THENCE S 89° 52' 34" W 42.3 feet along said North boundary;

THENCE S 0° 31' 35" W 1520.90 feet;

THENCE N 89° 28' 25" W 475.93 feet to a West boundary of said 328.70 acre tract;

THENCE S 0° 25' 01" W 50 feet along said West boundary;

THENCE S 89° 28' 25" E 1200.69 feet;

THENCE Southeasterly 234.77 feet along a curve to the left having a central angle of 30° 09' 35" and a radius of 446 feet;

THENCE S 44° 28' 25" E 353.21 feet to a point of curve to the right, said curve having a central angle of 45° and a radius of 176 feet;

THENCE along said curve 138.23 feet;

THENCE S 0° 31' 35" W 454.29 feet;

THENCE S 89° 28' 25" E 402.2 feet;

THENCE Northerly 50.27 feet along a curve having a central angle of 1° 03' 15" and a radius of 2732.23 feet and being also the West right-of-way of said dedicated Armstrong Parkway, to the POINT OF BEGINNING and

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CONTAINING 4.668 acres of land;

(8) An easement granted to Texas Power and Light Company by Graduate Research Center of the Southwest, dated March 12, 1964, recorded in Volume 637, Page 382, Deed Records, Collin County, running from the most Northerly Northwest corner of said 328.70 acre tract, Southerly and Easterly to the Founder's Building thereon;

(9) An easement granted to Texas Power and Light Company dated June 28, 1945, recorded in Volume 2569, Page 554, Deed Records, Dallas County, entering 2000 feet East of the Southwest corner of said 191.76 acre Armstrong Tract, and running North 1600 feet to a dead end pole;

(10) An easement granted to Texas Power and Light Company dated September 22, 1945, recorded in Volume 2669, Page 409, Deed Records, Dallas County, running on said 191.76 acre Armstrong tract from a pole known as Survey Station 18 plus 00, on WA 9075, Northerly 200 feet to a dead end pole;

(11) Easement from Southwest Center for Advanced Studies and Tager to Southwestern Bell Telephone Company covering the two tracts, each 12 feet wide, for telephone, telegraph and other communication lines underground, in said Walton tract, dated July 12, 1968, recorded in Volume 713, Page 686, Deed Records, Collin County;

(12) Easements on ground for water and Sanitary Sewer Lines extending from the West to the East lines of said 328.70 acre tract and located approximately 160 feet North of the present North line of Campbell Road;

(13) Farm Lease from Southwest Center for Advanced Studies, Landlord, to James C. Turner, Tenant, dated July 1, 1969 covering approximately 183 acres and running to October 1, 1970; and

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(14) Lease Agreement between Graduate Research Center of the Southwest and U. S. Coast and Geodetic Survey ("USC&GS"), dated October \_\_, 1962, for operation of geomagnetic observatory by USC&GS.

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## EXHIBIT "B"

FURNITURE, FIXTURES, EQUIPMENT  
AND OTHER PERSONAL PROPERTY  
BEING GRANTED TO THE UNIVERSITY  
OF TEXAS SYSTEM ("UTS") FOR THE  
UNIVERSITY OF TEXAS AT DALLAS  
("UT-DALLAS")

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All of the furniture, fixtures, appliances, laboratory, scientific and shop equipment and other like personal property (hereinafter called "the personal property") itemized in the pages of IBM sheets describing said properties (the first page of which has been initialed RNS and ) delivered to UTS; comprising all of the personal property owned by Southwest Center for Advanced Studies ("SCAS"), wherever located, except the following items:

1. The scheduled items now in the possession of Goals for Dallas, in Room 825, at One Main Place, Dallas, Texas; and
2. The scheduled items reserved for use by Southwest Center for Advanced Studies (whose name is being changed to Excellence in Education Foundation).

It is expressly understood and agreed that: (a) certain personal property now in the possession of SCAS is not owned by it but is leased to it under various Lease Agreements, which properties are described in Schedule I referred to in the Agreement to which this Exhibit "B" is attached; and SCAS hereby transfers and assigns to UTS for UT-DALLAS all of its rights, titles and interests under said Lease Agreements, and UTS agrees to perform the agreements and obligations of the Lessee accruing on or after September 1, 1969 thereunder; and (b) certain additional personal property in the possession of SCAS, called "Government Owned Equipment", is owned by the United States and is subject to the supervision and control of various agencies thereof, and SCAS hereby transfers and assigns to UTS for UT-DALLAS all of its rights, titles and interests, if any, in the agreements, arrangements and understandings pursuant to which said property was placed in the possession of SCAS, and UTS agrees to perform the agreements and obligations of SCAS accruing on or after September 1, 1969 with respect to said property.

9-12-69

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CERTIFICATE

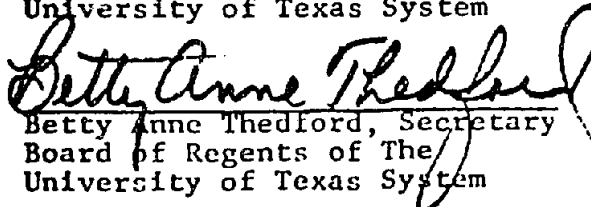
FRANK C. ERWIN, JR., Chairman, and BETTY ANNE THEDFORD, Secretary, of the Board of Regents of The University of Texas System, do hereby certify, in connection with the consummation of the Agreement Implementing Establishment of The University of Texas at Dallas, dated August 1, 1969, by and between the Board of Regents of The University of Texas System ("UTS") and Southwest Center for Advanced Studies ("SCAS"), that:

1. A meeting of the Board of Regents of The University of Texas System was duly held at Austin, Texas, on August 1, 1969; that at said meeting the resolutions attached hereto and made a part hereof were duly enacted; that said resolutions remain in full force and effect and have not been amended, superseded, or rescinded.

2. All of the five members of the committee appointed by said resolutions, namely, Frank C. Erwin, Jr., Dan C. Williams, H. H. Ransom, Charles A. LeMaistre, and E. D. Walker, whose unanimous prior approval was required for all instruments necessary for and on behalf of the Board of Regents of The University of Texas System to effectuate an orderly transfer of the gifts, donations, government contracts, and grants from SCAS to UTS, have duly and unanimously approved each and every instrument, act, and thing relating to said gift, donation, and transfer, and a true copy of the approval of said committee members, dated August 28, 1969, is attached hereto and made a part hereof.



Frank C. Erwin, Jr., Chairman  
Board of Regents of The  
University of Texas System



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

DATED at Austin, Texas,

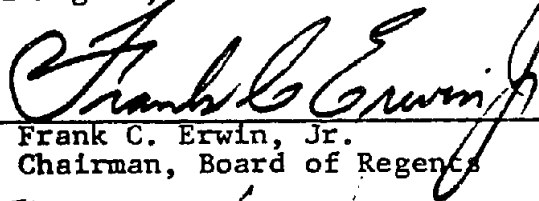
September 10, 1969.

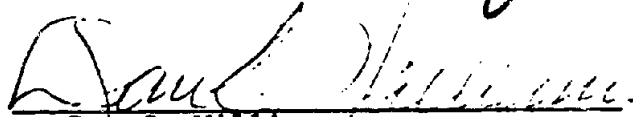


9-12-69


We, the undersigned members of the committee appointed by the Board of Regents of The University of Texas System, pursuant to a resolution duly adopted by the Board of Regents at its meeting on August 1, 1969, a copy of such resolution being attached hereto as Exhibit "A", do hereby unanimously approve that certain Agreement Implementing the Establishment of The University of Texas at Dallas, dated August 1, 1969, between the Southwest Center for Advanced Studies, a Texas nonprofit corporation, and the Board of Regents of The University of Texas System in the form which has been exhibited to us, and do hereby unanimously approve each and every act necessary, appropriate or requested in order to carry out and perform the obligations and acts to be performed by the Board of Regents of The University of Texas System pursuant to said agreement in order to consummate and complete said gift, donation, transfers, and assignments from the Southwest Center for Advanced Studies to the Board of Regents of The University of Texas System.


Signed this 28<sup>th</sup> day of August, 1969.

  
 Frank C. Erwin, Jr.  
 Chairman, Board of Regents

  
 Dan C. Williams  
 Member, Board of Regents

  
 Dr. Harry H. Ransom  
 Chancellor

  
 Dr. Charles A. LeMaistre  
 Deputy Chancellor

  
 E. D. Walker  
 Executive Vice-Chancellor for  
 Fiscal Affairs

9-12-69  
EXCERPT FROM THE MINUTES OF THE BOARD OF REGENTS  
OF THE UNIVERSITY OF TEXAS SYSTEM  
August 1, 1969

U. T. DALLAS: AUTHORIZATION TO ACCEPT THE GIFT OF THE BOARD OF GOVERNORS OF THE SOUTHWEST CENTER FOR ADVANCED STUDIES FOR THE ESTABLISHMENT OF THE UNIVERSITY OF TEXAS AT DALLAS (INCLUDING SPECIAL COMMITTEE). --With respect to the establishment of The University of Texas at Dallas, the following resolution was adopted:

RESOLUTION

WHEREAS, pursuant to the provisions of House Bill No. 303 enacted by the 61st Legislature, Regular Session, 1969, the Board of Regents of The University of Texas System is authorized and directed to establish and maintain a general academic institution to be known as The University of Texas at Dallas as a state-supported institution of higher education at a site to be selected in Dallas County, Texas, or any county adjacent thereto and to accept donations and gifts of real estate, buildings, libraries, laboratories, apparatus, equipment, records, or money for the use and benefit of such institution; and

WHEREAS, the Board of Governors of the Southwest Center for Advanced Studies, a Texas nonprofit corporation, has offered to donate to the Board of Regents of The University of Texas System for the purpose of establishing The University of Texas at Dallas, a site of not less than 250 acres located in Dallas and Collin Counties, Texas, together with the present buildings, facilities, and equipment located thereon and to transfer to the Board of Regents of The University of Texas System all of the sponsored research and contract grants of the Southwest Center for Advanced Studies existing as of September 1, 1969; and

WHEREAS, it is the desire of the Board of Regents of The University of Texas System to accept such gift, donation, and transfer from the Board of Governors of the Southwest Center for Advanced Studies and to take all essential steps to insure effective and immediate transfer thereof to The University of Texas System:

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents of The University of Texas System that the gift, donation, and transfer of the Board of Governors of the Southwest Center for Advanced Studies be and is hereby accepted; and

BE IT FURTHER RESOLVED, that Chairman Erwin be authorized to execute all instruments and do all things necessary for and on behalf of the Board of Regents of The University of Texas System to effectuate an orderly transfer of the gifts, donations, government contracts, and grants from the Board of Governors of the Southwest Center for Advanced Studies to The University of Texas System, subject to unanimous prior approval of all such instruments and things by a committee consisting of Chairman Erwin, Regent Williams, Chancellor Ransom, Deputy Chancellor LeMaistre, and Executive Vice-Chancellor Walker.

The foregoing was unanimously adopted as a part of the report of the Committee of the Whole upon motion duly made and seconded.

\*\*\*\*\*

THE STATE OF TEXAS |  
COUNTY OF TRAVIS |

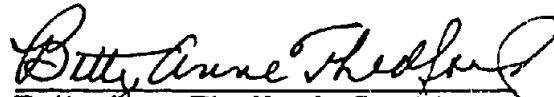
I, Betty Anne Thedford, Secretary to the Board of Regents of The University of Texas System, do hereby certify that the foregoing minute

9-12-69

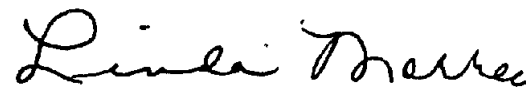
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order was unanimously adopted at a regular meeting of the Board of Regents of The University of Texas System held in Austin, Texas, on August 1, 1969, at which meeting a majority of the members was present and voted favorably for the minute order.

EXECUTED under my hand and the seal of The University of Texas System this the 4th day of August, 1969.

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

Sworn to and subscribed before me this the 4th day of August, 1969.

  
Linda Dickey  
Notary Public in and for  
Travis County, Texas

9-12-69



THE UNIVERSITY OF TEXAS SYSTEM  
BOARD OF REGENTS

September 10, 1969

FRANK C. ERWIN, JR., CHAIRMAN  
THE BACHMANN BUILDING  
DALLAS, TEXAS 75201

Southwest Center for Advanced Studies  
P. O. Box 30365  
Dallas, Texas 75230

Gentlemen:

In connection with the consummation of the Agreement Implementing Establishment of The University of Texas at Dallas, dated August 1, 1969, by and between the Board of Regents of The University of Texas System and the Southwest Center for Advanced Studies, the Board of Regents of The University of Texas System hereby expressly waives the following items required in said agreement:

1. The obtaining of written consents from two of the lessors of personal property to the transfer of the leases thereon to The University of Texas at Dallas.
2. The obtaining of prior written consents from the government agencies sponsoring research contracts with the Southwest Center for Advanced Studies to the transfer of such research contracts to The University of Texas at Dallas.
3. The appropriation of funds by the Legislature of the State of Texas for the operation of The University of Texas at Dallas during the period September 1, 1969, to August 31, 1971, and accepts in lieu thereof the appropriation of funds by the Legislature for the operation of The University of Texas at Dallas during the period September 1 to October 31, 1969, as provided by House Bill 1, Acts of the 61st Legislature, Second Called Session, 1969.

The Board of Regents agrees that the certificate and opinions of the Southwest Center for Advanced Studies to be delivered to the Board on or before the Closing Date, as provided in said agreement, may be modified in order to be consistent with the foregoing waivers.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Frank C. Erwin, Jr.", written in dark ink.

Frank C. Erwin, Jr.

9-12-69

A G R E E M E N T

THE STATE OF TEXAS )  
 )  
 COUNTY OF DALLAS )

THIS AGREEMENT entered into by and between SOUTHERN METHODIST UNIVERSITY, hereinafter called "SMU", and the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM FOR AND ON BEHALF OF THE UNIVERSITY OF TEXAS AT DALLAS, hereinafter called "UTD".

## WITNESSETH:

WHEREAS, pursuant to the provisions of House Bill No. 303 enacted by the 61st Legislature, Regular Session 1969, the Board of Regents of The University of Texas System is authorized and directed to establish and maintain a general academic institution to be known as The University of Texas at Dallas as a state-supported institution of higher education at a site to be selected in Dallas County, Texas, or any county adjacent thereto; and

WHEREAS, SMU and the Southwest Center for Advanced Studies, hereinafter known as "SCAS", have previously entered into an agreement whereby SMU has provided library services and the use of its library resources for the benefit of research and staff personnel of SCAS, at the premises of SCAS or at the SMU library; and

WHEREAS, UTD will acquire or has acquired SCAS; and

WHEREAS, it is the desire of UTD to continue such cooperative relationship at the working level in the area of library services:

NOW, THEREFORE, for and in consideration of the fixed price of THIRTY-FIVE THOUSAND DOLLARS (\$35,000), to be paid as set out in paragraph 1 hereof, and the mutual benefits and conditions herein contained, the parties hereby agree as follows:

9-12-69

1.

UTD agrees to pay to SMU the fixed sum of Thirty-five Thousand Dollars (\$35,000) for the period September 1, 1969, through August 31, 1970, with the understanding that the level of services to be provided during this period will be substantially the same as the previous year ending August 31, 1969, as is more fully set out in paragraphs 2 and 3, hereof. The sum of \$35,000 shall be paid in semi-annual payments of Seventeen Thousand Five Hundred Dollars (\$17,500) each on September 1, 1969, and on March 1, 1970, respectively, such payments to be made to SMU in consideration of its rendition of services and the furnishing of material under this Agreement.

2.

SMU agrees to provide to UTD the following services which are normally available to SMU faculty members:

2.1 Access to information contained in SMU collections in the fields of science, engineering, mathematics, and other fields, as needed.

2.2 Services of a staff of professionally trained and experienced librarians who have a service-oriented outlook and are familiar with the collection.

2.3 Services of a photolab.

2.4 Access to machines for reading roll microfilm, microfiche, and microcards.

2.5 In lieu of issuing library cards, the SMU library staff at all SMU libraries will require UTD users to identify themselves. Users will be checked against a current authorized list supplied by UTD.

2.6 UTD users will abide by all SMU Library regulations.

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## 3.

SMU agrees to provide the following services to UTD:

3.1 The services of a professional SMU employed librarian, to be assigned the duties of UTD Reference Librarian, who will devote full time to UTD needs. SMU will furnish to this librarian a private office, furnishings, and the privilege to call upon any Science Library Staff member for service and/or assistance relating to UTD requests.

3.2 SMU will lend UTD books and documents from the SMU circulating collection for a period of three weeks. Loans of journals will be for one week. Books and journals may be renewed if there have been no requests for them. If SMU staff, faculty, or students have had Science Library material for three weeks or longer, and this material is requested by UTD, they will be required to return said material for a three-week period with the understanding that they may have it again when the three-week loan period (or one week in the case of journals) to UTD has passed.

3.3 When request is made for journal articles which involve ten pages or less, SMU may supply a photocopy in lieu of a loan.

3.4 Requested materials not in the Science Library collection will be borrowed, when available, from other sources.

3.5 Call service to the Science Library Reference Department will be provided, preferably through the UTD Reference Librarian, for information which can be located fairly quickly within Science Library holdings.

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3.6 Fifty (50) copies of a monthly information bulletin for UTD use will be provided.

3.7 UTD will assume the financial responsibility for the loss, destruction and/or damage done to books and journals borrowed by UTD personnel or persons authorized by UTD to use such material. In the event that any such material is lost, destroyed or damaged, then such material shall be replaced or repaired at the sole expense of UTD. The determination of when material is lost or destroyed shall be made exclusively by SMU; and the determination of when damaged material is repairable shall be made exclusively by SMU. In the event of the loss, destruction, and/or irreparable damage to material, the amount to be paid shall be the replacement cost of such material by SMU, including, but not limited to, expenses reasonably incurred in making such replacement. In the event of the damage of material which is repairable, the amount to be paid shall be the cost of repairs, including, but not limited to, any and all reasonable expenses incurred in making such repairs to such material.

3.8 Acquisitions of books, journals and materials covered by this Agreement shall be made by the SMU Science Librarian upon recommendation of the Reference Librarian of UTD. Such acquisitions may be in an amount not less than the amount spent for acquisitions in the previous year ending August 31, 1969, but shall in no event exceed the amount of \$10,000.

4.

This Agreement may be amended or terminated at any time upon the mutual agreement of the parties hereto; provided, however, that any and all sums of money theretofore paid by UTD to SMU shall be



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retained without right of reimbursement or accounting. In the event that SMU has made acquisitions of material pursuant to requests of UTD in excess of the amount theretofore paid (based upon cost of acquisitions), then UTD shall pay to SMU the difference between amounts actually paid and the costs of the acquisitions in order to reimburse SMU in full for such costs.

5.

This Agreement shall be in effect for a period of one year commencing on September 1, 1969, and ending on August 31, 1970.

EXECUTED IN DUPLICATE ORIGINALS on the dates listed below.

SOUTHERN METHODIST UNIVERSITY

By Willis M. Tate  
Willis M. Tate, President

ATTEST:

Frank G. Davis  
Secretary

Date: August 25, 1969

APPROVED AS TO FORM:

Paul S. Glendon  
University Counsel

APPROVED AS TO CONTENT:

Kevin Miller  
Vice Provost and  
University Contractor

"SMU"

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM FOR THE USE AND BENEFIT OF THE UNIVERSITY OF TEXAS AT DALLAS

By Frank C. Erwin, Jr.  
Frank C. Erwin, Jr., Chairman

ATTEST:

William V. Heford  
Secretary

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

APPROVED AS TO FORM:

John L. Papp  
University Attorney

APPROVED AS TO CONTENT:

John M. Ketta  
Executive Vice-Chancellor  
for Academic Affairs

"UTD"

9-12-69

AGREEMENT

THE STATE OF TEXAS }  
 COUNTY OF DALLAS }

This agreement entered into by and between Southern Methodist University, hereinafter called "SMU", and the Board of Regents of The University of Texas System for and on behalf of The University of Texas at Dallas, hereinafter called "UT Dallas", WITNESSETH:

WHEREAS, pursuant to the provisions of House Bill No. 303 enacted by the 61st Legislature, Regular Session, 1969, the Board of Regents of The University of Texas System is authorized and directed to establish and maintain a general academic institution to be known as The University of Texas at Dallas as a state-supported institution of higher education at a site to be selected in Dallas County, Texas, or any county adjacent thereto and to accept donations and gifts of real estate, buildings, libraries, laboratories, apparatus, equipment, records, or money for the use and benefit of such institution; and

WHEREAS, the Board of Governors of the Southwest Center for Advanced Studies, a Texas nonprofit corporation, hereinafter called "SCAS", as of September 1, 1969, will give, donate, and transfer to the Board of Regents of The University of Texas System for the purpose of establishing The University of Texas at Dallas, certain properties upon which are located the present buildings and facilities of its educational and research institution; and

WHEREAS, the Board of Regents of The University of Texas System will as of September 1, 1969, have made appointments of certain faculty, postdoctoral, administrative, and research personnel of SCAS to UT Dallas in order to effect a satisfactory transition of such faculty and personnel to The University of Texas System; and

9-12-69

WHEREAS, SMU and SCAS have previously entered into a cooperative agreement pertaining to advanced education and basic research in the geological sciences; and

WHEREAS, it is the desire of SMU and UT Dallas to continue such cooperative agreement for the purpose of increasing advanced degree production in the North Texas area:

NOW, THEREFORE, for and in consideration of the mutual benefits and the conditions herein contained, the parties hereby agree as follows:

1. SMU hereby agrees that the faculty of the SMU Department of Geological Sciences (including Associate Members) will continue the present program of formal courses and research which has been approved by the Graduate Faculty of the SMU School of Humanities and Sciences and which leads to the degrees of Master of Science and Doctor of Philosophy.

2. SMU will appoint as Associate Members of the graduate faculty of the SMU Department of Geological Sciences such members of the UT Dallas faculty as may be nominated by UT Dallas, approved by the Chairman of the SMU Department of Geological Sciences and the Dean of the SMU Graduate School of Humanities and Sciences, confirmed by the faculty of the SMU Graduate School of Humanities and Sciences, and approved by the SMU Board of Trustees. The faculty appointments provided herein will be for a term of one year and may be renewed annually following the same procedure. The faculty appointments provided herein will:

- a. carry the usual privileges accorded Associate Members of the SMU Graduate Faculty of Humanities and Sciences, including use of library and research facilities, the option of joining the SMU Faculty Club, and use of the University Bookstore.

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- b. not be voting members of the SMU faculty of the Graduate School of Humanities and Sciences, nor will they be eligible for election to the SMU Faculty Senate. They will, however, be voting members of the graduate faculty of the SMU Department of Geological Sciences.
- c. not entitle the appointee to certain incidental privileges accorded full-time SMU faculty members. These include participation in the retirement plan, hospitalization program, life insurance program, health insurance program, accident insurance program, tuition scholarships for dependents and use of SMU Health Services and special reduced rates for athletic and recreational events.

3. Course offerings in the geological sciences by members of the UT Dallas faculty will be scheduled as required by student demand and faculty availability.

4. Degrees awarded by virtue of work done within the SMU Department of Geological Sciences will be designated as awarded by SMU in cooperation with UT Dallas, and the diploma will carry a statement to that effect.

5. SMU agrees to pay to UT Dallas for the services to be rendered by the faculty members of UT Dallas as herein provided a pro rata part of the tuition collected from each student enrolled at SMU. Of the tuition collected for each student semester hour taught by UT Dallas faculty members, SMU will retain 33% thereof to cover the overhead costs of SMU and SMU will remit to UT Dallas the remaining 67% thereof. The rate of reimbursement provided herein will be subject to annual review and adjustment. It is agreed and understood by SMU that where UT Dallas is the originating institution for TAGER TV courses listed in the SMU catalog, UT Dallas will be reimbursed by TAGER for its share of the TV surcharge paid by industry.

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6. This agreement may be amended from time to time at the request of either party and with the consent of the other party.

7. This agreement shall be for a period of one year commencing on September 1, 1969, and ending on August 31, 1970, and shall continue from year to year thereafter unless sooner terminated by either party upon written notice to the other party at least six months in advance of any anniversary date of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of September 1, 1969.

ATTEST:

SOUTHERN METHODIST UNIVERSITY

\_\_\_\_\_  
Secretary

By Willis M. Tate  
Willis M. Tate, President

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Belmont Hedges  
Secretary

By Frank C. Erwin, Jr.  
Chairman

Approved as to Form:

H. L. Lewis  
University Attorney

Approved as to Content:

Joe J. McFalls  
Executive Vice-Chancellor for Academic Affairs

9-12-69

AGREEMENT

THE STATE OF TEXAS }  
COUNTY OF DALLAS }

This agreement entered into by and between Southern Methodist University, hereinafter called "SMU", and the Board of Regents of The University of Texas System for and on behalf of The University of Texas at Dallas, hereinafter called "UT Dallas", WITNESSETH:

WHEREAS, pursuant to the provisions of House Bill No. 303 enacted by the 61st Legislature, Regular Session, 1969, the Board of Regents of The University of Texas System is authorized and directed to establish and maintain a general academic institution to be known as The University of Texas at Dallas as a state-supported institution of higher education at a site to be selected in Dallas County, Texas, or any county adjacent thereto and to accept donations and gifts of real estate, buildings, libraries, laboratories, apparatus, equipment, records, or money for the use and benefit of such institution; and

WHEREAS, the Board of Governors of the Southwest Center for Advanced Studies, a Texas nonprofit corporation, hereinafter called "SCAS", as of September 1, 1969, will give, donate, and transfer to the Board of Regents of The University of Texas System for the purpose of establishing The University of Texas at Dallas, certain properties upon which are located the present buildings and facilities of its educational and research institution; and

WHEREAS, the Board of Regents of The University of Texas System will as of September 1, 1969, have made appointments of certain faculty, postdoctoral, administrative, and research personnel of SCAS to UT Dallas in order to effect a satisfactory transition of such faculty and personnel to The University of Texas System; and

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WHEREAS, SMU and SCAS have previously entered into a cooperative agreement pertaining to engineering and science programs in the Space Science Center of the SMU Institute of Technology; and

WHEREAS, it is the desire of SMU and UT Dallas to continue such cooperative agreement for the purpose of increasing advanced degree production in the North Texas area:

NOW, THEREFORE, for and in consideration of the mutual benefits and the conditions herein contained, the parties hereby agree as follows:

1. SMU will continue the Space Science Center as an administrative unit within the SMU Institute of Technology.
2. SMU will appoint to the Space Science Center, as faculty members in the SMU Institute of Technology, such members of the UT Dallas faculty as may be nominated by UT Dallas and approved by SMU in accordance with the policies and evaluative procedures applied for all faculty members in the Institute. The faculty appointments provided herein will:

- a. carry full voting rights in the Institute Faculty Council of the SMU Institute of Technology.
- b. not carry tenure at SMU and such appointees are not voting members of the SMU faculty nor are they eligible for election to the SMU Faculty Senate.
- c. not entitle the appointee to certain incidental privileges accorded other SMU faculty members. These include participation in the retirement plan, hospitalization program, life insurance program, health insurance program, accident insurance program, tuition scholarships for dependents, use of SMU Health Services, special reduced rates for athletic and recreational events.

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d. carry the privilege of joining the Faculty Club, of using university faculty recreational facilities and of using the University Bookstore.

3. The existing academic policies, procedures and standards now in effect in the SMU Institute of Technology, as set forth in the 1968 Bulletin and in the manual "Organization and Administration of the Institute of Technology", will apply to the Space Sciences Center and its operations except as they might be changed in the future by the Institute Faculty Council.

4. The Space Sciences Center will offer a group of courses, approved by the usual procedure in the Institute, and these will be listed in the Bulletin of the Institute as regular offerings of the SMU Institute of Technology. The administration of the SMU Institute of Technology will work closely with the Space Sciences Center to develop appropriate advertising literature and to aid in its appropriate circulation.

5. The Space Sciences Center will offer two courses, one each semester in the 1969-70 academic year. These may be offered over the TAGER TV system. In years subsequent to 1969-70, course offerings by the Space Sciences Center will be scheduled as required by student demand, faculty availability, and in accordance with procedures governing other centers in the SMU Institute of Technology. The description of the Space Sciences Center and its initial menu of courses, as it will be published in the 1968 Bulletin of the SMU Institute of Technology, is given in Exhibit A which is attached hereto and made a part hereof. This will be subject to revision in future years by the same process as followed by other centers in the Institute.

6. Degrees awarded by virtue of work done within the Space Sciences Center will be designated as awarded by SMU in cooperation with UT Dallas upon recommendation of the faculty



9-12-69

of the joint program sponsored by these two institutions, and the diploma will include a statement to that effect.

7. SMU agrees to pay to UT Dallas for the services to be rendered by the faculty members of UT Dallas as herein provided a pro rata part of the tuition collected from each student enrolled at SMU. Of the tuition collected for each student semester hour taught by UT Dallas faculty members, SMU will retain 33% thereof to cover the overhead costs of SMU and SMU will remit to UT Dallas the remaining 67% thereof. The rate of reimbursement provided herein will be subject to annual review and adjustment. It is agreed and understood by SMU that where UT Dallas is the originating institution for TAGER TV courses listed in the SMU catalog, UT Dallas will be reimbursed by TAGER for its share of the TV surcharge paid by industry.

8. This agreement may be amended from time to time at the request of either party and with the consent of the other party.

9. This agreement shall be for a period of one year commencing on September 1, 1969, and ending on August 31, 1970, and shall continue from year to year thereafter unless sooner terminated by either party upon written notice to the other party at least six months in advance of any anniversary date of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of September 1, 1969.

ATTEST:

SOUTHERN METHODIST UNIVERSITY

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Willis M. Tate, President

ATTEST:

BOARD OF REGENTS OF THE  
UNIVERSITY OF TEXAS SYSTEM

*Betty Anne Thelford*  
\_\_\_\_\_  
Secretary

By *Frank C. Erwin, Jr.*  
\_\_\_\_\_  
Frank C. Erwin, Jr.  
Chairman

Approved as to Form:

Approved as to Content:

*H. H. Lewis*  
\_\_\_\_\_  
University Attorney

*John McCotta*  
\_\_\_\_\_  
Executive Vice-Chancellor for  
Academic Affairs

9-12-69



THE UNIVERSITY OF TEXAS SYSTEM  
BOARD OF REGENTS

FRANK C. ERWIN, JR., CHAIRMAN  
MCKAY BUILDING  
AUSTIN, TEXAS 78701

September 1, 1969

Mr. R. W. Olson  
President  
TAGER  
P. O. Box 30365  
Dallas, Texas 75230

Dear Mr. Olson:

Thank you for your letter setting out the action of your Board of Governors extending an invitation for The University of Texas at Dallas to request membership in TAGER.

Under the provisions of House Bill No. 303, enacted by the 61st Legislature, Regular Session, 1969, the Board of Regents of The University of Texas System is authorized and directed to create a general academic institution to be known as The University of Texas at Dallas. The Board of Governors of the Southwest Center for Advanced Studies, which is presently a member of TAGER, has agreed to donate certain land and facilities presently used in connection with its institution for the purpose of establishing The University of Texas at Dallas. As of September 1, 1969, the Board of Regents and the Board of Governors of SCAS will effectuate an orderly transfer of such facilities, faculty, staff, and research programs to The University of Texas at Dallas.

The Board of Regents of The University of Texas System is pleased to apply for membership in TAGER on behalf of The University of Texas at Dallas. We appreciate your invitation for membership and feel that the participation of The University of Texas at Dallas in TAGER will be a major benefit to the new institution.

Sincerely yours,

Frank C. Erwin, Jr.

bcc: Miss Betty Anne Thedford

9-12-69

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THE UNIVERSITY OF TEXAS SYSTEM  
BOARD OF REGENTS

FRANK C. ERWIN, JR., CHAIRMAN  
MCAN BUILDING  
DALLAS, TEXAS 75201

September 1, 1969

Mr. James M. Sharp  
President  
Gulf Universities Research Corp.  
8500 Culibra Road  
San Antonio, Texas 78206

Dear Mr. Sharp:

Under the provisions of House Bill No. 303, enacted by the 61st Legislature, Regular Session, 1969, the Board of Regents of The University of Texas System is authorized and directed to create a general academic institution to be known as The University of Texas at Dallas. The Board of Governors of the Southwest Center for Advanced Studies, which is presently a member of GURC, has agreed to donate certain land and facilities presently used in connection with its institution for the purpose of establishing The University of Texas at Dallas. As of September 1, 1969, the Board of Regents and the Board of Governors of SCAS will effectuate an orderly transfer of such facilities, faculty, staff, and research programs to The University of Texas at Dallas.

The Board of Regents of The University of Texas System is pleased to apply for membership in GURC on behalf of The University of Texas at Dallas, and feel that the participation of The University of Texas at Dallas in GURC will be a benefit to the new institution.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Frank C. Erwin, Jr.", written in dark ink.

Frank C. Erwin, Jr.

bcc: Miss Betty Anne Thedford

9-12-69

AGREEMENT

This agreement, entered into as of the 1st day of September, 1969, by and between the Southwest Center for Advanced Studies, a nonprofit corporation duly organized and existing under the laws of the State of Texas with its principal office in Richardson, Texas, (hereinafter referred to as the "Transferor"); and the Board of Regents of The University of Texas System for the use and benefit of The University of Texas at Dallas, a state-supported institution of higher education of the State of Texas, (hereinafter referred to as the "Transferee"); and the United States of America (hereinafter referred to as the "Government"), WITNESSETH:

WHEREAS, the Government, represented by various Contracting Officers of the United States Atomic Energy Commission has entered into certain contracts and purchase orders with the Transferor, (namely: Southwest Center for Advanced Studies) or as set forth in the attached list marked "Exhibit A" to this agreement and herein incorporated by reference; and the term "the contracts" as hereinafter used means the above contracts and purchase orders, and all other contracts and purchase orders, including modifications thereto, heretofore made between the Government, represented by various Contracting Officers of the United States Atomic Energy Commission, and the Transferor (whether or not performance and payment have been completed and releases executed, if the Government or the Transferor has any remaining rights, duties or obligations thereunder), and including modifications thereto hereafter made in accordance with the terms and conditions of such contracts and purchase orders between the Government and the Transferee;

9-12-69

WHEREAS, as of September 1, 1969, the Transferor assigned, conveyed, and transferred to the Transferee all of the contracts and purchase orders described in Exhibit A;

WHEREAS, by virtue of said assignment, conveyance and transfer, the Transferee has assumed all the duties, obligations and liabilities of the Transferor under the contracts;

WHEREAS, the Transferee is in a position fully to perform the contracts, and such duties and obligations as may exist under the contracts;

WHEREAS, it is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts;

WHEREAS, there has been filed with the Government evidence of said assignment, conveyance or transfer, as required by the appropriate government regulation;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The Transferor hereby confirms said assignment, conveyance and transfer to the Transferee, and does hereby release and discharge the Government from, and does hereby waive, any and all claims, demands, and rights against the Government which it now has or may hereafter have in connection with the contracts.

2. The Transferee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants, and conditions contained in the contracts. The Transferee further assumes all obligations and liabilities of, and all claims and demands against, the Transferor under the contracts, in all respects as if the Transferee were the original party to the contracts.

3. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the contracts with the same force and effect as if the action had been taken by the Transferee.

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4. The Government hereby recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee hereby becomes entitled to all right, title, and interest of the Transferor in and to the contracts in all respects as if the Transferee were the original party to the contracts. The term "Contractor" as used in the contracts shall be deemed to refer to the Transferee rather than to the Transferor.

5. Except as expressly provided herein, nothing in this agreement shall be construed as a waiver of any rights of the Government against the Transferor.

6. Notwithstanding the foregoing provisions, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under any of the contracts, shall be deemed to have discharged pro tanto the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this agreement in the name of or to the Transferor shall have the same force and effect as if made to said Transferee and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts so paid or reimbursed.

7. The Transferor and the Transferee hereby agree that the Government shall not be obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes or other expenses, or any increases therein, directly or indirectly arising out of or resulting from (i) said assignment, conveyance and transfer, or (ii) this agreement, other than those which the Government, in the absence of said assignment, conveyance and transfer, or this agreement, would have been obligated to pay or reimburse under the terms of the contracts.

8. The Transferor hereby guarantees payment of all liabilities and the performance of all obligations which the

9-12-69

Transferee (i) assumes under this agreement, or (ii) may hereafter undertake under the contracts as they may hereafter be amended or modified; and the Transferor hereby waives notice of and consents to any such amendment or modification.

9. Except as herein modified, the contracts shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the day and year first above written.

ATTEST:

UNITED STATES OF AMERICA

\_\_\_\_\_

By *Ralph Elson*  
Ralph Elson, Director  
Contract Division, ORO

ATTEST:

SOUTHWEST CENTER FOR ADVANCED STUDIES

*Asst. Secretary*  
Asst. Secretary

By *Ralph N. Stahl*  
VICE PRESIDENT

TRANSFEROR

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

*Bill Anne Thelton*  
Secretary

By *Frank C. Erwin, Jr.*  
Frank C. Erwin, Jr.  
Chairman

TRANSFEEE

9-12-69

## CERTIFICATE

Sol Goodell Assistant  
 I, ~~Ralph N. Stahl~~, certify that I am the Secretary of the Southwest Center for Advanced Studies, referred to as Transferor above; that Ralph N. Stahl, who signed this agreement on behalf of said corporation, was then Vice President of said corporation; and that this agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

WITNESS MY HAND AND SEAL OF SAID CORPORATION this 12<sup>th</sup> day of September, 1969.

Sol Goodell  
~~Ralph N. Stahl~~  
 Sol Goodell

## CERTIFICATE

I, Betty Anne Thedford, certify that I am the Secretary of the Board of Regents of The University of Texas System, referred to as Transferee above, that Frank C. Erwin, Jr., signed the agreement on behalf of said Board, was then the Chairman of the Board of Regents of The University of Texas System; and that this agreement was duly signed for and on behalf of the Board of Regents of The University of Texas System and is within the scope of its legal powers.

WITNESS MY HAND AND SEAL of the Board of Regents of The University of Texas System this 15<sup>th</sup> day of September, 1969.

Betty Anne Thedford  
 Betty Anne Thedford



9-12-69

<u>Contract Number</u>	<u>Purchasing Office Involved</u>	<u>Total Dollar Value</u>	<u>Type of Contract</u>	<u>Balance Unpaid</u>
AT-(40-1)-3343	AEC Oak Ridge	<del>\$214,644</del>	<del>fixed price no fee</del>	<del>\$14,114</del>
AT-(40-1)-3630	AEC Oak Ridge	<del>\$ 40,000</del>	<del>fixed price no fee</del>	<del>\$10,182</del>

9-12-69

AGREEMENT

This agreement, entered into as of the 1st day of September, 1969, by and between the Southwest Center for Advanced Studies, a nonprofit corporation duly organized and existing under the laws of the State of Texas with its principal office in Richardson, Texas, (hereinafter referred to as the "Transferor") and the Board of Regents of The University of Texas System for the use and benefit of The University of Texas at Dallas, a state-supported institution of higher education of the State of Texas, (hereinafter referred to as the "Transferee"); and the United States of America (hereinafter referred to as the "Government"), WITNESSETH:

WHEREAS, the Government, represented by various Contracting Officers of the National Aeronautics and Space Administration has entered into certain contracts and purchase orders with the Transferor, (namely: Southwest Center for Advanced Studies) or as set forth in the attached list marked "Exhibit A" to this agreement and herein incorporated by reference; and the term "the contracts" as hereinafter used means the above contracts and purchase orders, and all other contracts and purchase orders, including modifications thereto, heretofore made between the Government, represented by various Contracting Officers of the National Aeronautics and Space Administration, and the Transferor (whether or not performance and payment have been completed and releases executed, if the Government or the Transferor has any remaining rights, duties or obligations thereunder), and including modifications thereto hereafter made in accordance with the terms and conditions of such contracts and purchase orders between the Government and the Transferee;

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WHEREAS, as of September 1, 1969, the Transferor assigned, conveyed, and transferred to the Transferee all of the contracts and purchase orders described in Exhibit A;

WHEREAS, as of September 1, 1969, the Transferor assigned, conveyed and transferred to the Transferee all of its real estate, with the exception of approximately 700 acres, all facilities, equipment and employment contracts, including, without limitations, the contracts of those individuals designated in any NASA-SCAS contracts or grants of key personnel or as principal investigators.

WHEREAS, by virtue of said assignment, conveyance and transfer, the Transferee has assumed all the duties, obligations and liabilities of the Transferor under the contracts;

WHEREAS, the Transferee is in a position fully to perform the contracts, and such duties and obligations as may exist under the contracts;

WHEREAS, it is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts;

WHEREAS, there has been filed with the Government evidence of said assignment, conveyance or transfer, as required by the appropriate government regulation;

NOW THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The Transferor hereby confirms said assignment, conveyance and transfer to the Transferee, and does hereby release and discharge the Government from, and does hereby waive, any and all claims, demands, and rights against the Government which it now has or may hereafter have in connection with the contracts.

2. The Transferee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants, and conditions contained in the contracts. The Transferee further assumes all obligations and liabilities of, and all claims and demands against, the Transferor under the contracts, in all respects as if the Transferee were the original party to the contracts.

3. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the contracts with the same force and effect as if the action had been taken by the Transferee.

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4. The Government hereby recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee hereby becomes entitled to all right, title, and interest of the Transferor in and to the contracts in all respects as if the Transferee were the original party to the contracts. The term "Contractor" as used in the contracts and the term grantee as used in grants shall be deemed to refer to the Transferee rather than to the Transferor.

4a. The term contract, or its plural as used herein shall be deemed to refer to grants and modifications or supplements thereto insofar as it is necessary to designate the Transferee as grantee in such grants.

5. Except as expressly provided herein, nothing in this agreement shall be construed as a waiver of any rights of the Government against the Transferor.

6. Notwithstanding the foregoing provisions, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under any of the contracts, shall be deemed to have discharged pro tanto the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this agreement in the name of or to the Transferor shall have the same force and effect as if made to said Transferee and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amount so paid or reimbursed.

7. The Transferor and the Transferee hereby agree that the Government shall not be obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes or other expenses, or any increases therein, directly or indirectly arising out of or resulting from (i) said assignment, conveyance and transfer, or (ii) this agreement, other than those which the Government, in the absence of said assignment, conveyance and transfer, or this agreement, would have been obligated to pay or reimburse under the terms of the contracts.

8. The Transferor hereby guarantees payment of all liabilities and the performance of all obligations which the

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Transferee (i) assumes under this agreement, or (ii) may hereafter undertake under the contracts as they may hereafter be amended or modified; and the Transferor hereby waives notice of and consents to any such amendment or modification.

9. Except as herein modified, the contracts shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the day and year first above written.

ATTEST:

UNITED STATES OF AMERICA

\_\_\_\_\_

By *W. M. Collins, Jr.*  
W. M. Collins, Jr.  
Contracting Officer

ATTEST:

SOUTHWEST CENTER FOR ADVANCED STUDIES

*Del Woodell*  
Asst. Secretary

By *Ralph N. Stott*  
VICE PRESIDENT  
TRANSFEROR

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

*Stylerne Thedford*  
Secretary

By *Frank E. Erwin, Jr.*  
Frank E. Erwin, Jr.  
Chairman  
TRANSFEEE

9-12-69

## CERTIFICATE

Sol Goodell Assistant  
 I, ~~XXXXXXXXXX~~, certify that I am the Secretary of the Southwest Center for Advanced Studies, referred to as Transferor above; that Ralph N. Stohl, who signed this agreement on behalf of said corporation, was then Vice President of said corporation; and that this agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

WITNESS MY HAND AND SEAL OF SAID CORPORATION this 1st day of September, 1969.

Sol Goodell  
~~XXXXXXXXXX~~  
 Sol Goodell

## CERTIFICATE

I, Betty Anne Thedford, certify that I am the Secretary of the Board of Regents of The University of Texas System, referred to as Transferee above, that Frank C. Erwin, Jr., signed the agreement on behalf of said Board, was then the Chairman of the Board of Regents of The University of Texas System; and that this agreement was duly signed for and on behalf of the Board of Regents of The University of Texas System and is within the scope of its legal powers.

WITNESS MY HAND AND SEAL of the Board of Regents of The University of Texas System this 1st day of September, 1969.

Betty Anne Thedford  
 Betty Anne Thedford

SEP 12 69

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<u>CONTRACT (Grant)</u>	<u>NAME/ADDRESS PURCHASING OFFICE</u>	<u>TOTAL DOLLAR VALUE AS AMENDED</u>	<u>TYPE OF CONTRACT</u>	<u>BALANCE REMAINING UNPAID (22 July 1969)</u>
NAS 2-3332	Ames Research Center Moffett Field, Calif. 94035	\$1,447,470*	Cost Reimbursement (no fee)	\$ 6,965
NAS 2-4674	Ames Research Center Moffett Field, Calif. 94035	157,000	Cost Reimbursement (no fee)	28,085
* - Additional proposal for \$13,700 pending for period through 31 August 1969.				
NAS 5-9075	Goddard Space Flight Center Greenbelt, Maryland 20771	\$ 876,046	Cost Reimbursement (no fee)	\$122,180
NAS 5-9112	Goddard Space Flight Center Greenbelt, Maryland 20771	779,907	Cost Reimbursement (no fee)	103,839
NAS 5-9310	Goddard Space Flight Center Greenbelt, Maryland 20771	865,400#	Cost Reimbursement (no fee)	254,169
NAS 5-9311	Goddard Space Flight Center Greenbelt, Maryland 20771	804,600#	Cost Reimbursement (no fee)	408,752
NAS 5-11003	Goddard Space Flight Center Greenbelt, Maryland 20771	453,400#	Cost Reimbursement (no fee)	41,495
NAS 5-11011	Goddard Space Flight Center Greenbelt, Maryland 20771	188,317#	Cost Reimbursement (no fee)	(9,162)
NAS 9-5964	Manned Spacecraft Center Houston, Texas 77058	542,570	Cost Reimbursement (no fee)	105,783
NAS 9-7591	Manned Spacecraft Center Houston, Texas 77058	255,225	Cost Reimbursement (no fee)	19,542
NAS 9-8767	Manned Spacecraft Center Houston, Texas 77058	59,300#	Cost Reimbursement (no fee)	26,536
NAS 9-8766	Manned Spacecraft Center Houston, Texas 77058	75,200#	Cost Reimbursement (no fee)	30,975

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Exhibit A

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SEP 12 '69

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<u>CONTRACT (Grant)</u>	<u>NAME/ADDRESS PURCHASING OFFICE</u>	<u>TOTAL DOLLAR VALUE AS AMENDED</u>	<u>TYPE OF CONTRACT</u>	<u>BALANCE REMAINING UNPAID (22 July 1969)</u>
NSR 44-004-029	NASA Headquarters Washington, D.C. 20546	\$ 579,849	Cost Reimbursement (no fee)	\$ 40,670
NSR 44-004-041	NASA Headquarters Washington, D.C. 20546	1,158,748**	Cost Reimbursement (no fee)	174,738
NSR 44-004-089	NASA Headquarters Washington, D.C. 20546	110,500**	Cost Reimbursement (no fee)	44,774
NSR 44-004-026	NASA Headquarters Washington, D.C. 20546	705,071	Grant	210,709
NSR 44-004-030	NASA Headquarters Washington, D.C. 20546	332,960	Grant	17,372
NSR 44-004-001	NASA Headquarters Washington, D.C. 20546	5,659,912**	Grant	677,911

# - Proposals for continuing funds now in negotiation.

\*\* - Proposals for additional funds now in negotiation.

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9-12-69

AGREEMENT

This agreement, entered into as of the 1st day of September, 1969, by and between the Southwest Center for Advanced Studies, a nonprofit corporation duly organized and existing under the laws of the State of Texas with its principal office in Richardson, Texas, (hereinafter referred to as the "Transferor"); and the Board of Regents of The University of Texas System for the use and benefit of The University of Texas at Dallas, a state-supported institution of higher education of the State of Texas, (hereinafter referred to as the "Transferee"); and the United States of America (hereinafter referred to as the "Government"), WITNESSETH:

WHEREAS, the Government, represented by various Contracting Officers of the Department of Defense has entered into certain contracts and purchase orders with the Transferor, (namely: Southwest Center for Advanced Studies) or as set forth in the attached list marked "Exhibit A" to this agreement and herein incorporated by reference; and the term "the contracts" as hereinafter used means the above contracts and purchase orders, and all other contracts and purchase orders, including modifications thereto, heretofore made between the Government, represented by various Contracting Officers of the Department of Defense, and the Transferor (whether or not performance and payment have been completed and releases executed, if the Government or the Transferor has any remaining rights, duties or obligations thereunder), and including modifications thereto hereafter made in accordance with the terms and conditions of such contracts and purchase orders between the Government and the Transferee;

9-12-69

WHEREAS, as of September 1, 1969, the Transferor assigned, conveyed, and transferred to the Transferee all of the assets of Transferor necessary for the performance of the contracts and purchase orders described in Exhibit A;

WHEREAS, by virtue of said assignment, conveyance and transfer, the Transferee has assumed all the duties, obligations and liabilities of the Transferor under the contracts;

WHEREAS, the Transferee is in a position fully to perform the contracts, and such duties and obligations as may exist under the contracts;

WHEREAS, it is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts;

WHEREAS, there has been filed with the Government evidence of said assignment, conveyance or transfer, as required by the appropriate government regulation;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The Transferor hereby confirms said assignment, conveyance and transfer to the Transferee, and does hereby release and discharge the Government from, and does hereby waive, any and all claims, demands, and rights against the Government which it now has or may hereafter have in connection with the contracts.

2. The Transferee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants, and conditions contained in the contracts. The Transferee further assumes all obligations and liabilities of, and all claims and demands against, the Transferor under the contracts, in all respects as if the Transferee were the original party to the contracts.

3. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the contracts with the same force and effect as if the action had been taken by the Transferee.

9-12-69

4. The Government hereby recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee hereby becomes entitled to all right, title, and interest of the Transferor in and to the contracts in all respects as if the Transferee were the original party to the contracts. The term "Contractor" as used in the contracts shall be deemed to refer to the Transferee rather than to the Transferor.

5. Except as expressly provided herein, nothing in this agreement shall be construed as a waiver of any rights of the Government against the Transferor.

6. Notwithstanding the foregoing provisions, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under any of the contracts, shall be deemed to have discharged pro tanto the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this agreement in the name of or to the Transferor shall have the same force and effect as if made to said Transferee and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts so paid or reimbursed.

7. The Transferor and the Transferee hereby agree that the Government shall not be obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes or other expenses, or any increases therein, directly or indirectly arising out of or resulting from (i) said assignment, conveyance and transfer, or (ii) this agreement, other than those which the Government, in the absence of said assignment, conveyance and transfer, or this agreement, would have been obligated to pay or reimburse under the terms of the contracts.

8. The Transferor hereby guarantees payment of all liabilities and the performance of all obligations which the

9-12-69

Transferee (i) assumes under this agreement, or (ii) may hereafter undertake under the contracts as they may hereafter be amended or modified; and the Transferor hereby waives notice of and consents to any such amendment or modification.

9. Except as herein modified, the contracts shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the day and year first above written.

ATTEST:

UNITED STATES OF AMERICA

\_\_\_\_\_

By [Signature]  
Contracting Officer  
Department of the Navy

ATTEST:

SOUTHWEST CENTER FOR ADVANCED STUDIES

[Signature]  
Asst Secretary

By [Signature]  
Vice - President

TRANSFEROR

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

[Signature]  
Secretary

By [Signature]  
Frank C. Erwin, Jr.  
Chairman

TRANSFEE

9-12-69

## CERTIFICATE

Sol Goodell Assistant  
 I, ~~Ralph N. Stohl~~, certify that I am the/Secretary of the Southwest Center for Advanced Studies, referred to as Transferor above; that Ralph N. Stohl, who signed this agreement on behalf of said corporation, was then Vice President of said corporation; and that this agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

WITNESS MY HAND AND SEAL OF SAID CORPORATION this 1st day of September, 1969.

Sol Goodell  
~~Ralph N. Stohl~~  
 Sol Goodell

## CERTIFICATE

I, Betty Anne Thedford, certify that I am the Secretary of the Board of Regents of The University of Texas System, referred to as Transferee above, that Frank C. Erwin, Jr., signed the agreement on behalf of said Board, was then the Chairman of the Board of Regents of The University of Texas System; and that this agreement was duly signed for and on behalf of the Board of Regents of The University of Texas System and is within the scope of its legal powers.

WITNESS MY HAND AND SEAL of the Board of Regents of The University of Texas System this 1st day of September, 1969.

Betty Anne Thedford  
 Betty Anne Thedford

SEP 12 '69

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<u>CONTRACT (Grant)</u>	<u>NAME/ADDRESS PURCHASING OFFICE</u>	<u>TOTAL DOLLAR VALUE AS AMENDED</u>	<u>TYPE OF CONTRACT</u>	<u>BALANCE REMAINING UNPAID (22 July 1969)</u>
AF-AFOSR 903-67	AFOSR (OAR) 1400 Wilson Blvd. Arlington, Va. 22209	\$ 66,936*	Grant	\$19,938.00
F 19628-67-C-0419	Electronic Systems Command (ESKK) AF Systems Command U.S. Air Force L. G. Hanscom Field Bedford, Mass. 01730	49,597#	Cost Reimbursement (no fee)	573.15

\* - A three year continuation proposal is currently pending for the period beginning 1970.

# - Although the current phase of the contract has been completed and final reports largely submitted - the final financial report is still pending; further, a continuation proposal has been approved and an additional year's funding at a level of \$50,000 is anticipated for period commencing no later than 1 September 1969.

DA-31-124-ARO-D-463	U.S. Army Research Office - Durham Box CM, Duke Station Durham, North Carolina 27706	\$115,175	Cost Reimbursement (no fee)	\$28,755.00
Nonr-4455(01)	Department of the Navy Office of Naval Research Washington, D.C. 20360	962,934	Cost Reimbursement (no fee)	24,910.00
N00014-67-A-0310-0001	Department of the Navy Office of Naval Research Washington, D.C. 20360	102,512**	Cost Reimbursement (no fee)	26,069.00

\*\* - A continuation proposal has been approved for the twelve-month period beginning 1 October 1969. Total additional dollar value for this period is \$25,000.

Exhibit A

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SEP 12 1969

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<u>CONTRACT (Grant)</u>	<u>NAME/ADDRESS PURCHASING OFFICE</u>	<u>TOTAL DOLLAR VALUE AS AMENDED</u>	<u>TYPE OF CONTRACT</u>	<u>BALANCE REMAINING UNPAID (22 July 1969)</u>
N00014-67-A-0310-0002	Department of the Navy Office of Naval Research Washington, D.C. 20360	\$ 38,745	Cost Reimbursement (no fee)	\$ 4,994.00
N00014-67-A-0310-0004	Department of the Navy Office of Naval Research Washington, D.C. 20360	25,000	Cost Reimbursement (no fee)	8,651.18

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Exhibit A

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9-12-69

SEP 12 '69

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AGREEMENT

This agreement, entered into as of the 1st day of September, 1969, by and between the Southwest Center for Advanced Studies, a nonprofit corporation duly organized and existing under the laws of the State of Texas with its principal office in Richardson, Texas (hereinafter referred to as the "Southwest Center"); and the Board of Regents of The University of Texas System for the use and benefit of The University of Texas at Dallas, a state-supported institution of higher education of the State of Texas, (hereinafter referred to as "The University of Texas at Dallas"); and the United States of America (hereinafter referred to as the "Government"), WITNESSETH:

WHEREAS, the Government has made certain grants to the Southwest Center which are listed in Attachment A of this Agreement, and

WHEREAS, the Southwest Center will be transferred to the University of Texas at Dallas, effective September 1, 1969, as authorized by the State of Texas statute and agreement between the Southwest Center Board of Governors and the Board of Regents of The University of Texas System, and

WHEREAS, it is desired by all parties hereto to transfer the grants listed in Attachment A from the Southwest Center to The University of Texas at Dallas;

NOW, THEREFORE, the parties hereto agree as follows:

1. Southwest Center hereby confirms said transfer and does hereby release the Government from all claims against the Government which it now has or may hereafter have in connection with such grants.

2. The University of Texas at Dallas hereby assumes each of the terms, covenants, and conditions contained in the grants, and all obligations of, and all claims against, the Southwest



Center under the grants in all respects as if The University of Texas at Dallas were the original party to the grants.

3. The University of Texas at Dallas hereby ratifies all actions heretofore taken by the Southwest Center with respect to the grants with the same effect as if the action had been taken by The University of Texas at Dallas.

4. The Government hereby recognizes The University of Texas at Dallas as the Southwest Center's successor in interest to the grants. The University of Texas at Dallas hereby becomes entitled to all right, title, and interest of the Southwest Center in and to the grants as if The University of Texas at Dallas were the original party to the grants.

5. The Southwest Center shall promptly account to the Government for all expenditures made under the grants through the period ending August 31, 1969, and will inform the Government, represented by the National Science Foundation, of the amount of unexpended funds transferred by it to The University of Texas at Dallas.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement to be effective as of the day and year first above written.

ATTEST:

Not applicable

UNITED STATES OF AMERICA  
The National Science Foundation

By: James L. Brown  
Title: Executive Associate Director

ATTEST:

John H. ...  
Secretary

SOUTHWEST CENTER FOR ADVANCED STUDIES

By: Ralph N. Stahl  
Vice President

ATTEST:

Richard ...  
Secretary

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

By: Frank C. Erwin, Jr.  
Chairman

9-12-69

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## CERTIFICATE

Sol Goodell  
 I, ~~XXXXXXXXXX~~, Assistant Secretary of the Southwest Center for Advanced Studies, referred to as Transferor above; that Ralph N. Stohl, who signed this agreement on behalf of said corporation, was then Vice President of said corporation; and that this agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

WITNESS MY HAND AND SEAL OF SAID CORPORATION this 1st day of September, 1969.

Sol Goodell  
~~XXXXXXXXXX~~  
 Sol Goodell

## CERTIFICATE

I, Betty Anne Thedford, certify that I am the Secretary of the Board of Regents of The University of Texas System, referred to as Transferee above, that Frank C. Erwin, Jr., signed the agreement on behalf of said Board, was then the Chairman of the Board of Regents of The University of Texas System; and that this agreement was duly signed for and on behalf of the Board of Regents of The University of Texas System and is within the scope of its legal powers.

WITNESS MY HAND AND SEAL of the Board of Regents of The University of Texas System this 1st day of September, 1969.

Betty Anne Thedford  
 Betty Anne Thedford

9-12-69

SEP 12 '69

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Listing of NSF Grants to SCAS which will be active at midnight,  
31 August 1969 on the occasion of the institution's transition to the  
University of Texas at Dallas.

GA-1551	GA-1554
GA-1428	GA-4517
GA-10940	GA-4396
GA-1404	GY-6020
GB-6837	GA-4500
GB-6796	GB-8655
GA-1271	GA-12979
GA-1224	GJ-347
GA-1359	GW-4521
GB-7379	GP-1335
GA-1341	GY-3971
GA-1444	GY-4112

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AGREEMENT

This agreement, entered into as of the 1st day of September, 1969, by and between the Southwest Center for Advanced Studies, a nonprofit corporation duly organized and existing under the laws of the State of Texas with its principal office in Richardson, Texas, (hereinafter referred to as the "Transferor"); and the Board of Regents of The University of Texas System for the use and benefit of The University of Texas at Dallas, a state-supported institution of higher education of the State of Texas, (hereinafter referred to as the "Transferee"); and the United States of America (hereinafter referred to as the "Government"), WITNESSETH:

WHEREAS, the Government, represented by the various contracting officers of the United States Department of Health, Education, and Welfare, has entered into certain contracts and grants with the Transferor, as set forth in the attached list, marked "Exhibit A" to this agreement and incorporated herein by reference; and the term "contracts and grants" as hereinafter used means the above-referenced contracts and grants, including modifications thereto, heretofore made between the Government, represented by various contracting officers of the above-named Department and the Transferor (whether or not performance and payment have been completed and releases executed, if the Government or the Transferor has any remaining rights, duties or obligations thereunder), and including modifications thereto hereafter made between the Government and the Transferee;

WHEREAS, effective as of September 1, 1969, the Transferor assigned, conveyed, and transferred to the Transferee certain contracts and grants described in Exhibit A for research and educational activities now in the possession of the Transferor;

WHEREAS, by virtue of said agreement, conveyance and transfer the Transferee will assume all the duties, obligations, and liabilities of the Transferor under the contracts and grants;

WHEREAS, the Transferee is in a position to fully perform the contracts and grants, and such duties and obligations as may exist under the contracts and grants;

WHEREAS, it is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts and grants; and

WHEREAS, there has been filed with the Government evidence of the said assignment, conveyance or transfer.

NOW, THEREFORE, in consideration of the premises, the Transferee hereto agrees to:

1. Assume responsibility for, be bound by, and comply with the terms and conditions of each grant and governing policies and regulations of the Department of Health, Education, and Welfare.
2. Comply with the conditions of the Individual Cost Sharing Agreement negotiated with the Public Health Service.
3. Accept reimbursement for indirect costs, upon the basis of, and subject to rates negotiated with the Department of Health, Education, and Welfare.
4. Ratify and confirm all actions heretofore taken by the Southwest Center for Advanced Studies with respect to continuation of research, training, and fellowship grants, and career awards, on and after September 1, 1969, with the same force and effect, as if the action had been taken by the Board of Regents of The University of Texas System for the use and benefit of The University of Texas at Dallas.

9-12-69

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the day and year first above written.

ATTEST:

UNITED STATES OF AMERICA  
DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

By

D. P. Chaffey

ATTEST:

SOUTHWEST CENTER FOR ADVANCED STUDIES

By

Sol Goodell  
Secretary

Ralph N. Stohl  
Vice-President

TRANSFEROR

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

By

B. J. ...  
Secretary

Frank C. Erwin, Jr.  
Chairman

TRANSFeree

CERTIFICATE

Sol Goodell, Assistant Secretary of the Southwest Center for Advanced Studies, referred to as Transferor above; that Ralph N. Stohl, who signed this agreement on behalf of said corporation, was then Vice President of said corporation; and that this agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

WITNESS MY HAND AND SEAL OF SAID CORPORATION this 12<sup>th</sup> day of September, 1969.

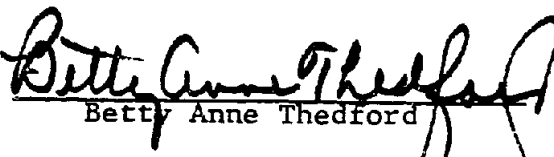
Sol Goodell  
~~XXXXXXXXXXXX~~  
Sol Goodell

9-12-69

CERTIFICATE

I, Betty Anne Thedford, certify that I am the Secretary of the Board of Regents of The University of Texas System, referred to as Transferee above, that Frank C. Erwin, Jr., signed the agreement on behalf of said Board, was then the Chairman of the Board of Regents of The University of Texas System; and that this agreement was duly signed for and on behalf of the Board of Regents of The University of Texas System and is within the scope of its legal powers.

WITNESS MY HAND AND SEAL of the Board of Regents of The University of Texas System this 1<sup>st</sup> day of September, 1969.

  
Betty Anne Thedford

<u>GRANT NO.</u>	<u>SCAS NO.</u>	<u>Principal Investigator</u>	<u>Current Budget Period End-Date</u>
RO1 GM12813-05	1439-5	W. Harm	31 January 1970
RO1 A106971-04	1453-4	J. Jagger	31 August 1969 (Additional year's support approved-award not received)
RO1 GM16547-04	1455-4	C. Rupert	28 February 1970
PO1 GM13234-04	1466-4	R. Clowes	31 December 1969
RO1 GM14394-03	1487-3	R. Clowes	31 August 1969 (grant period is to 31 August 1971 - new award not received)
K03 GM34963-03	1493-3	W. Harm	31 December 1969
K03 GM34964-03	1494-4	D. Lang	31 December 1969
S01 FRO5646-03	1601-3	R. Clowes	31 December 1969
RO1 GM15142-03	1606-3	H. Bremer	31 March 1970
RO1 A108262-03	1609-3	Y. Lanni	31 January 1970
RO1 GM16212-02	1628-2	D. McCorquodale	31 December 1969

Exhibit A

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SEP 12 1969  
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GRANTS EXPIRED BUT WHOSE FINAL  
REPORTS HAVE NOT AS YET BEEN ACCEPTED BY NIH

<u>Grant No.</u>	<u>SCAS No.</u>	<u>Principal Investigator</u>
5 RO1 GM14206-02	1481-2	R. Bauerle
3 RO1 GM14206-0252	1481-2	R. Bauerle
5 RO1 GM14206-03	1481-3	R. Bauerle
5 RO1 GM12813-03	1439-3	W. Harm
3 RO1 GM12813-0351	1439-3	W. Harm
2 RO1 GM12813-04	1439-4	W. Harm
5 PO1 GM13234-03	1466-3	R. Clowes
5 PO1 GM14394-02	1487-2	R. Clowes
5 RO1 GM14024-02	1486-2	R. Hausmann
1 RO1 GM15142-01	1606-1	H. Bremer
5 RO1 GM15142-02	1606-2	H. Bremer
5 KO3 GM12321-02	1603-2	R. Bauerle
5 RO1 HD01733-02	1454-2	W. Krone
5 RO1 HD01733-03	1454-3	W. Krone
5 RO1 AM09410-04	1462-4	D. Harris
5 RO1 A106971-03	1453-3	J. Jagger
2 RO1 A108262-02	1609-2	Y. Laanl
5 RO1 RH 00422-03	1455-3	C. Rupert
5 SO1 FR05646-02	1601-2	R. Clowes

EXHIBIT A

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ASSIGNMENT OF LESSEE'S INTEREST IN  
LEASES OF PERSONAL PROPERTY

THE STATE OF TEXAS )  
                                  )  
COUNTY OF DALLAS )

SOUTHWEST CENTER FOR ADVANCED STUDIES (a Texas non-profit corporation, whose name was formerly "Graduate Research Center of the Southwest") does hereby transfer, assign and deliver unto THE UNIVERSITY OF TEXAS SYSTEM, for the benefit of THE UNIVERSITY OF TEXAS AT DALLAS, and its successors and assigns, all of the rights, titles and interests of the Lessee under each of the Lease Agreements covering personal property (wherein Graduate Research Center of the Southwest or Southwest Center for Advanced Studies is Lessee) described in Schedule I hereto attached and made a part hereof, expressly including but not limited to the rights, if any, of the Lessee therein to purchase the personal property covered by such Leases; and The University of Texas System, in behalf of The University of Texas at Dallas, does hereby assume and agree to perform all of the agreements, obligations and covenants of the Lessee set forth in each of said Leases.

EXECUTED as of September 1, 1969.

SOUTHWEST CENTER FOR ADVANCED STUDIES

By Ralph N. Stahl  
Vice President

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

By Charles E. Ewing  
Chairman

SCHEDULE I

9/9/69

LEASES OF PERSONAL PROPERTY

9-12-69  
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Description	Leasing Agent	Date of Lease	Term (Months)	Monthly Lease Payments	Lease Price	Paid 8-31-69	Due 8-31-69	Option Price	SCAS P.O. No.	Transfer Acknowledgment Received
<b>WITH OPTION TO PURCHASE:</b>										
Calculator, Friden	Allied Finance Company	5-13-65	60	24.45	1,467.00	1,246.95	220.05	-	9559	8-12-69
Laboratory Equipment (Various)	Equilease	2-3-65	60	1,552.03	93,121.80	71,773.31	21,348.49	2,308.05	11222	8-27-69
Burster, Selectric	Equilease	8-10-65	60	23.32	1,399.20	1,096.04	303.16	34.56	11572	8-27-69
Printing Equipment	Equilease	9-29-65	60	224.69	13,481.40	10,560.43	2,920.97	332.88	11129	8-27-69
Plate Master	Allied Finance	11-3-65	60	109.12	6,547.20	4,910.40	1,636.80	-	12894	8-12-69
Calculator, Underwood	Allied Finance	11-10-65	60	15.39	923.40	692.55	230.85	-	13016	8-12-69
X-Ray Equipment	Equilease	1-12-66	60	229.90	13,794.00	10,115.60	3,678.40	340.59	11681	8-27-69
Calculator, Friden	Cardinal Leasing	11-13-67	39	22.94	894.66	504.68	389.98	-	10800	8-12-69
Plotter System	Phoenix Services	4-1-68	24	820.00	19,680.00	13,940.00	5,740.00	1,764.00	12549	8-8-69
Typewriter, Royal	McKinney Office Supply	4-8-68	19	8.00	149.00	128.00	21.00	-	12547	8-12-69
Calculator, Remington	Financial South	1-22-69	39	32.49	1,267.11	227.43	1,039.68	-	15372	8-12-69
Plotter System	Phoenix Services	3-17-69	24	2,717.00	65,208.00	8,151.00	57,057.00	5,413.00	17073	8-8-69
<b>STRAIGHT LEASE (NO PURCHASE OPTION):</b>										
Calculator, Friden	Chandler Leasing	12-10-65	60	40.95	2,457.00	1,801.80	655.20	-	13385	8-13-69
Calculator, SCM	Chandler Leasing	12-17-65	60	46.10	2,766.00	2,028.40	737.60	-	13611	8-13-69
Centrifuge	Chandler Leasing	3-15-66	60	55.86	3,351.60	2,066.82	1,284.78	-	8866	8-13-69
Press, Hydraulic	Chandler Leasing	3-30-66	60	34.55	2,073.00	1,312.90	760.10	-	1275	8-13-69
Press, Offset	Chandler Leasing	8-4-67	65	71.02	4,616.30	1,633.46	2,982.84	-	09582	8-13-69
Recorder, Data	Mohawk Data Sciences	7-11-69	12	* 268.50	-	-	-	-	17083	
Computer Equipment	I.B.M.	6-14-66	Indef.	*29,274.00	-	-	-	-	W85038	
<b>TOTAL:</b>				<u>15,570.31</u>	<u>233,196.67</u>	<u>132,189.77</u>	<u>101,006.90</u>	<u>10,193.08</u>		

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AGREEMENT

THE STATE OF TEXAS    X  
                          (  
COUNTY OF DALLAS     X

This agreement entered into by and between the BOARD OF REGENTS of THE UNIVERSITY OF TEXAS SYSTEM for and on behalf of THE UNIVERSITY OF TEXAS AT DALLAS, herein called UT DALLAS, and THE ASSOCIATION FOR GRADUATE EDUCATION AND RESEARCH OF NORTH TEXAS, a Texas nonprofit corporation, herein called TAGER, WITNESSETH:

WHEREAS, by instrument dated May 25, 1967, the Southwest Center for Advanced Studies, a Texas nonprofit corporation, herein called SCAS, did grant unto TAGER an easement and right-of-way in and to that certain tract containing 1.88 acres, more or less, out of the John C. Campbell Survey, Abstract No. 241, Collin County, Texas, which easement is recorded in Volume 691, page 283, Deed Records of Collin County, Texas, and to which instrument and the record thereof reference is made for all pertinent purposes, and

WHEREAS, by instrument dated as of the 1st day of September, 1969, SCAS will convey to the Board of Regents of The University of Texas System certain properties and facilities lying immediately adjacent to the above described tract out of the John C. Campbell Survey, Abstract No. 241, Collin County, Texas, for the purpose of establishing The University of Texas at Dallas, and

WHEREAS, it is the desire of UT Dallas and TAGER to define the rights, duties and obligations of the parties with regard to utility services and connections to be provided to TAGER's facilities.

NOW, THEREFORE, for and in consideration of the mutual benefits and other good and valuable consideration, the parties do hereby agree as follows:

9-12-69

1. UT Dallas does hereby agree that TAGER shall continue to have the right to locate, construct, remove, relocate, reconstruct, alter, maintain, inspect and operate underground water lines, gas lines, sewer lines, power lines, telephone lines, and other utilities across and under the above described property and across and under the property of UT Dallas, its successors or assigns, adjacent to the above described property on the East thereof and under UT Dallas' road to the East thereof, to connect with UT Dallas' utility lines lying near such road;

2. TAGER shall repair any damage to such road or property of UT Dallas caused by installation, operation, or removal of such utility lines. The tops of any utility lines of TAGER are to be buried at least 24 inches below the surface of the ground or road;

3. UT Dallas shall provide to TAGER water, power and gas, if and when available. TAGER shall provide suitable meters for the water, power and gas at locations acceptable to UT Dallas so that such water, power and gas used by TAGER may be metered separately. UT Dallas shall bill TAGER monthly for the water, power and gas actually consumed by TAGER, during the previous monthly period, such billing to be based upon the cost to UT Dallas (presently 1.5¢ per kilowatt hour for electricity and 60¢ per 1,000 gallons for water). TAGER shall promptly pay to UT Dallas the amount reflected by such monthly billings.

Executed by the parties this 1<sup>st</sup> day of September, 1969.

ATTEST:

*Robert L. Theobald*  
Secretary

THE BOARD OF REGENTS  
THE UNIVERSITY OF TEXAS SYSTEM

By

*Frank L. Erwin*  
Chairman

ATTEST:

*Geraldine J. Autry*  
Assistant Secretary

THE ASSOCIATION FOR GRADUATE EDUCATION  
AND RESEARCH OF NORTH TEXAS

By

*R. C. Peavey*  
Executive Director

9-12-69

AGREEMENT

THE STATE OF TEXAS }  
COUNTY OF DALLAS }

This agreement entered into by and between the BOARD OF REGENTS of THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of THE UNIVERSITY OF TEXAS AT DALLAS, herein called UT Dallas, and the EXCELLENCE IN EDUCATION FOUNDATION, a Texas nonprofit corporation, herein called EEF, WITNESSETH:

WHEREAS, the Board of Governors of the Southwest Center for Advanced Studies, a Texas nonprofit corporation, herein called SCAS, (whose name is now being changed to "Excellence in Education Foundation"), as of September 1, 1969, has given, donated and transferred to the Board of Regents of The University of Texas System for the purpose of establishing The University of Texas at Dallas, certain properties located in Dallas and Collin Counties, Texas, upon which are located the present buildings and facilities of its educational and research institution, SAVE AND EXCEPT that certain tract containing 3.06 acres, more or less, out of the John C. Campbell Survey, Collin County, Texas, and that certain tract containing 0.51 acres, more or less, out of the John C. Campbell Survey, Collin County, Texas, which is described in the deed from the EEF to the Board of Regents of The University of Texas System dated September , 1969, recorded in Volume page , of the Deed Records of Collin County, Texas, to which deed reference is here made for all purposes, and

WHEREAS, it is the desire of UT Dallas and EEF to enter into a mutually satisfactory agreement for providing utility services, including gas, if and when available, to the tract upon which the North Office Building is located, through the lines and meters which were previously owned and used by SCAS and which were transferred and conveyed to UT Dallas.

NOW THEREFORE, for and in consideration of the mutual benefits and other good and valuable considerations the parties do hereby

9-12-69

agree as follows:

1. UT Dallas does hereby agree that EEF shall have the right to locate, construct, remove, relocate, reconstruct, alter, maintain, inspect and operate underground water lines, gas lines, sewer lines, power lines, telephone lines and other utilities across and under the property reserved to it in the above described deed and across and under the property of UT Dallas, its successors or assigns, adjacent to the above described property on the East thereof and under UT Dallas' road to the East thereof, to connect with UT Dallas' utility lines lying near such road or to the utility lines of TAGER;

2. EEF will repair any damage to such road or property of UT Dallas caused by installation, operation, or removal of such utility lines. The tops of any utility lines of EEF are to be buried at least 24 inches below the surface of the ground or road;

3. UT Dallas shall provide to EEF water, power and gas, if and when available. EEF shall provide suitable meters for the water, power and gas at locations acceptable to UT Dallas so that such water, power and gas used by EEF may be metered separately. UT Dallas shall bill EEF monthly for the water, power and gas actually consumed by EEF, during the previous monthly period, such billing to be based upon the cost to UT Dallas (presently 1.5¢ per kilowatt hour for electricity and 60¢ per 1,000 gallons for water). EEF shall promptly pay to UT Dallas the amount reflected by such monthly billings.

4. UT Dallas shall provide to EEF hot water or steam for the purpose of providing space heat to the North Office Building. UT Dallas shall bill EEF monthly for the amount of hot water or steam that is provided to EEF based upon the prorata cost to UT Dallas of such hot water and steam and the prorata cost of operating and maintaining the boiler located in the Magnetic Facility adjacent to the North Office Building. EEF shall promptly pay to UT Dallas the amount reflected by such monthly billings.

9-12-69

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Executed by the parties this 10th day of September, 1969

ATTEST:

Bethelaine Thelton  
Secretary

THE BOARD OF REGENTS  
THE UNIVERSITY OF TEXAS SYSTEM

By Frank E. Owens  
Chairman

ATTEST:

John G. Bode  
Asst. Secretary

EXCELLENCE IN EDUCATION FOUNDATION

By Earl J. Johnson  
Chairman



9-12-69

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SG/RF 9-8-69

ASSIGNMENT

THE STATE OF TEXAS )  
                                  )  
COUNTY OF DALLAS )

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to the provisions of House Bill No. 303 enacted by the 61st Legislature, Regular Session, 1969, the Board of Regents of The University of Texas System is authorized and directed to establish and maintain a general academic institution to be known as The University of Texas at Dallas as a state-supported institution of higher education at a site to be selected in Dallas County, Texas, or any county adjacent thereto and to accept donations and gifts of real estate, buildings, libraries, laboratories, apparatus, equipment, records or money for the use and benefit of such institution; and

WHEREAS, the Board of Governors of the Southwest Center for Advanced Studies, a Texas non-profit corporation, hereinafter called "SCAS", by the terms of that certain Agreement dated August 1, 1969, has given, donated and transferred to the Board of Regents of The University of Texas System, hereinafter called "UT Dallas", effective as of September 1, 1969, certain properties upon which are located the present buildings and facilities of its educational and research institution for the purpose of establishing The University of Texas at Dallas; and

WHEREAS, the Board of Regents of The University of Texas System, effective as of September 1, 1969, has made appointments of certain faculty, postdoctoral, administrative, and research personnel of SCAS to UT Dallas in order to effect a satisfactory transition of such faculty and personnel to The University of Texas System;

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NOW, THEREFORE, in furtherance of the terms of the Agreement implementing the Establishment of The University of Texas at Dallas, dated August 1, 1969, by and between SCAS and UT Dallas, SCAS has transferred, assigned and conveyed, and by these presents does transfer, assign and convey unto the Board of Regents of The University of Texas System for the use and benefit of The University of Texas at Dallas, all of its right, title and interest in and to those certain contracts, grants, and purchase orders entered into by and between the United States of America and SCAS as set forth in the attached list marked Exhibit "A" to this Agreement and herein incorporated by reference, together with all and singular the rights and appurtenances and in anywise belonging and subject to all the conditions and obligations therein contained.

EXECUTED in Dallas, Texas, as of September 1, 1969.

SOUTHWEST CENTER FOR ADVANCED STUDIES

By Ralph Stott  
Vice-President

ATTEST:

John S. T. H.  
Assistant Secretary

9-12-69

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<u>Contract Number</u>	<u>Purchasing Office Involved</u>	<u>Total Dollar Value</u>	<u>Type of Contract</u>	<u>Balance Unpaid</u>
AT-(40-1)-3343	AEC Oak Ridge	\$214,644	fixed price - no fee	\$14,114
AT-(40-1)-3630	AEC Oak Ridge	\$ 40,000	fixed price - no fee	\$10,182

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<u>CONTRACT (Grant)</u>	<u>NAME/ADDRESS PURCHASING OFFICE</u>	<u>TOTAL DOLLAR VALUE AS AMENDED</u>	<u>TYPE OF CONTRACT</u>	<u>BALANCE REMAINING UNPAID (22 July 1969)</u>
NAS 2-3332	Ames Research Center Moffett Field, Calif. 94035	\$1,447,470*	Cost Reimbursement (no fee)	\$ 6,965
NAS 2-4674	Ames Research Center Moffett Field, Calif. 94035	157,000	Cost Reimbursement (no fee)	28,085
* - Additional proposal for \$13,700 pending for period through 31 August 1969.				
NAS 5-9075	Goddard Space Flight Center Greenbelt, Maryland 20771	\$ 876,046	Cost Reimbursement (no fee)	\$122,180
NAS 5-9112	Goddard Space Flight Center Greenbelt, Maryland 20771	779,907	Cost Reimbursement (no fee)	103,839
NAS 5-9310	Goddard Space Flight Center Greenbelt, Maryland 20771	865,400#	Cost Reimbursement (no fee)	254,169
NAS 5-9311	Goddard Space Flight Center Greenbelt, Maryland 20771	804,600#	Cost Reimbursement (no fee)	408,752
NAS 5-11003	Goddard Space Flight Center Greenbelt, Maryland 20771	453,400#	Cost Reimbursement (no fee)	41,495
NAS 5-11011	Goddard Space Flight Center Greenbelt, Maryland 20771	188,317#	Cost Reimbursement (no fee)	(9,162)
NAS 9-5964	Manned Spacecraft Center Houston, Texas 77058	542,570	Cost Reimbursement (no fee)	105,783
NAS 9-7591	Manned Spacecraft Center Houston, Texas 77058	255,225	Cost Reimbursement (no fee)	19,542
NAS 9-8767	Manned Spacecraft Center Houston, Texas 77058	59,300#	Cost Reimbursement (no fee)	26,536
NAS 9-8766	Manned Spacecraft Center Houston, Texas 77058	75,200#	Cost Reimbursement (no fee)	30,975

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Exhibit A

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<u>CONTRACT (Grant)</u>	<u>NAME/ADDRESS PURCHASING OFFICE</u>	<u>TOTAL DOLLAR VALUE AS AMENDED</u>	<u>TYPE OF CONTRACT</u>	<u>BALANCE REMAINING UNPAID (22 July 1969)</u>
NSR 44-004-029	NASA Headquarters Washington, D.C. 20546	\$ 579,849	Cost Reimbursement (no fee)	\$ 40,670
NSR 44-004-041	NASA Headquarters Washington, D.C. 20546	1,158,748**	Cost Reimbursement (no fee)	174,738
NSR 44-004-089	NASA Headquarters Washington, D.C. 20546	110,500**	Cost Reimbursement (no fee)	44,774
NSR 44-004-026	NASA Headquarters Washington, D.C. 20546	705,071	Grant	210,709
NSR 44-004-030	NASA Headquarters Washington, D.C. 20546	332,960	Grant	17,372
NSR 44-004-001	NASA Headquarters Washington, D.C. 20546	5,659,912**	Grant	677,911

# - Proposals for continuing funds now in negotiation.

\*\* - Proposals for additional funds now in negotiation.

9-12-69

Exhibit A

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<u>CONTRACT (Grant)</u>	<u>NAME/ADDRESS PURCHASING OFFICE</u>	<u>TOTAL DOLLAR VALUE AS AMENDED</u>	<u>TYPE OF CONTRACT</u>	<u>BALANCE REMAINING UNPAID (22 July 1969)</u>
AF-AFOSR 903-67	AFOSR (OAR) 1400 Wilson Blvd. Arlington, Va. 22209	\$ 66,936*	Grant	\$19,938.00
F 19628-67-C-0419	Electronic Systems Command (ESKK) AF Systems Command U.S. Air Force L. G. Hanscom Field Bedford, Mass. 01730	49,597#	Cost Reimbursement (no fee)	573.15
DA-31-124-ARO-D-463	U.S. Army Research Office - Durham Box CM, Duke Station Durham, North Carolina 27706	\$115,175	Cost Reimbursement (no fee)	\$28,755.00
Nonr-4455(01)	Department of the Navy Office of Naval Research Washington, D.C. 20360	962,934	Cost Reimbursement (no fee)	24,910.00
N00014-67-A-0310-0001	Department of the Navy Office of Naval Research Washington, D.C. 20360	102,512**	Cost Reimbursement (no fee)	26,069.00

\*\* - A continuation proposal has been approved for the twelve-month period beginning 1 October 1969. Total additional dollar value for this period is \$25,000.

\* - A three year continuation proposal is currently pending for the period beginning 1970.

# - Although the current phase of the contract has been completed and final reports largely submitted - the final financial report is still pending; further, a continuation proposal has been approved and an additional year's funding at a level of \$50,000 is anticipated for period commencing no later than 1 September 1969.

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<u>CONTRACT (Grant)</u>	<u>NAME/ADDRESS PURCHASING OFFICE</u>	<u>TOTAL DOLLAR VALUE AS AMENDED</u>	<u>TYPE OF CONTRACT</u>	<u>BALANCE REMAINING UNPAID (22 July 1969)</u>
N00014-67-A-0310-0002	Department of the Navy Office of Naval Research Washington, D.C. 20360	\$ 38,745	Cost Reimbursement (no fee)	\$ 4,994.00
N00014-67-A-0310-0004	Department of the Navy Office of Naval Research Washington, D.C. 20360	25,000	Cost Reimbursement (no fee)	8,651.18

9-12-69

Exhibit A  
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GRANTS EXPIRED BUT WHOSE FINAL  
REPORTS HAVE NOT AS YET BEEN ACCEPTED BY NIH

<u>Grant No.</u>	<u>SCAS No.</u>	<u>Principal Investigator</u>
5 RO1 GM14206-02	1481-2	R. Bauerle
3 RO1 GM14206-0252	1481-2	R. Bauerle
5 RO1 GM14206-03	1481-3	R. Bauerle
5 RO1 GM12813-03	1439-3	W. Harm
3 RO1 GM12813-0351	1439-3	W. Harm
2 RO1 GM12813-04	1439-4	W. Harm
5 PO1 GM13234-03	1466-3	R. Clowes
5 PO1 GM14394-02	1487-2	R. Clowes
5 RO1 GM14024-02	1436-2	R. Hausmann
1 RO1 GM15142-01	1606-1	H. Bremer
5 RO1 GM15142-02	1606-2	H. Bremer
5 KO3 GM12321-02	1603-2	R. Bauerle
5 RO1 HD01733-02	1454-2	W. Krone
5 RO1 HD01733-03	1454-3	W. Krone
5 RO1 AM09410-04	1462-4	D. Harris
5 RO1 A106971-03	1453-3	J. Jagger
2 RO1 A102262-02	1609-2	Y. Lannf
5 RO1 GM10222-03	1455-3	C. Rupert
5 RO1 HD03345-02	1601-2	R. Clowes



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<u>GRANT NO.</u>	<u>SCAS NO.</u>	<u>Principal Investigator</u>	<u>Current Budget Period End-Date</u>
RO1 GM12813-05	1439-5	W. Harm	31 January 1970
RO1 A106971-04	1453-4	J. Jagger	31 August 1969 (Additional year's support approved-award not received)
RO1 GM16547-04	1455-4	C. Rupert	28 February 1970
PO1 GM13234-04	1466-4	R. Clowes	31 December 1969
RO1 GM14394-03	1487-3	R. Clowes	31 August 1969 (grant period is to 31 August 1971 - new award not received)
KO3 GM34963-03	1493-3	W. Harm	31 December 1969
KO3 GM34964-03	1494-4	D. Lang	31 December 1969
SO1 FRO5646-03	1601-3	R. Clowes	31 December 1969
RO1 GM15142-03	1606-3	H. Bremer	31 March 1970
RO1 A108262-03	1609-3	Y. Lanni	31 January 1970
RO1 GM16212-02	1628-2	D. McCorquodale	31 December 1969

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Listing of NSF Grants to SCAS which will be active at midnight,  
31 August 1969 on the occasion of the institution's transition to the  
University of Texas at Dallas.

GA-1551	GA-1554
GA-1428	GA-4517
GA-10940	GA-4396
GA-1404	GY-6020
GB-6837	GA-4500
GB-6796	GB-8655
GA-1271	GA-12979
GA-1224	GJ-347
GA-1359	GW-4521
GB-7379	GP-1335
GA-1341	GY-3971
GA-1444	GY-4112

Exhibit A

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SG/RF 9-8-69

DEED OF GIFT

THE STATE OF TEXAS )  
                                  )  
COUNTIES OF DALLAS )  
                                  )  
AND COLLIN                  )

KNOW ALL MEN BY THESE PRESENTS:

That EXCELLENCE IN EDUCATION FOUNDATION (a Texas non-profit corporation, of Dallas County, Texas, whose names were formerly Graduate Research Center of the Southwest and Southwest Center for Advanced Studies, and is hereinafter called "Grantor"), in order to effect a gift of real estate to the Board of Regents of The University of Texas System (hereinafter called "Grantee") in aid of the establishment and operation of The University of Texas at Dallas, has given, donated, granted and conveyed, and by these presents does give, donate, grant and convey, unto Grantee, all of that certain tract or parcel of real estate located in Dallas and Collin Counties, Texas, and fully described in Exhibit "A" hereto attached and made a part hereof for all purposes; subject, however, to the easements, right of ways and two leases described in Exhibit "A", and to the limitation hereinafter set forth.

TO HAVE AND TO HOLD said real estate, together with all buildings and improvements thereon, and all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its successors and assigns, forever.

PROVIDED, HOWEVER, that this gift and donation is limited to the purpose of aiding the establishment and operation of The University of Texas at Dallas, and in the event any of said real estate shall be sold or exchanged by Grantee, the proceeds of such sale or exchange shall not become a part of the Permanent University Fund, the Available University Fund, or the general funds of the State of Texas, but the use of such proceeds shall be limited to the acquisition of other lands and the construction

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of buildings and the purchase of equipment and personal property for the use of The University of Texas at Dallas, a general academic institution; and PROVIDED FURTHER, that no purchaser or grantee of any of said real estate shall be obliged to be concerned with the use or application made of any funds or other property paid or delivered by him to The University of Texas System for any of said real estate.

Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular said lands unto Grantee, against every person whomsoever lawfully claiming or to claim said lands or any part thereof.

EXECUTED at Dallas, Texas, this 10th day of September, 1969.

EXCELLENCE IN EDUCATION FOUNDATION

By *Eric Jonsson*  
Chairman of its Board of Governors

ATTEST:

*Ed Goodell*  
Assistant Secretary

THE STATE OF TEXAS )  
  )  
COUNTY OF DALLAS    )

BEFORE ME, the undersigned, a Notary Public in and for said County, Texas, on this day personally appeared J. E. JONSSON, Chairman of the Board of Governors of EXCELLENCE IN EDUCATION FOUNDATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said EXCELLENCE IN EDUCATION FOUNDATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10<sup>th</sup> day of September, 1969.

*W. L. ...*  
Notary Public, Dallas County, Texas

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EXHIBIT "A"  
FIELD NOTES  
FOR  
TRACT TO BE CONVEYED TO  
THE UNIVERSITY OF TEXAS SYSTEM  
FOR  
THE UNIVERSITY OF TEXAS AT DALLAS

That certain tract of land located partly in the John W. Curtis Survey, Abstract No. 345, in Dallas County, Texas, partly in the McKinney and Williams Survey, Patent No. 622, Volume 4, in Dallas and Collin Counties, Texas, and partly in the John C. Campbell Survey, Abstract No. 241, in Collin County, Texas, and being composed of: (1) a 191.76 acre tract of land described in a Warranty Deed from F. M. Armstrong and E. Taylor Armstrong to The Jonsson Foundation, et al, dated December 15, 1960, and recorded in Volume 5468, Page 33, Deed Records, Dallas County, Texas, and in Volume 575, Page 582, Deed Records, Collin County, Texas (except the South 45 feet of said tract which is now located in Campbell Road); (2) a 120.13 acre tract of land described in a Warranty Deed from C. M. Walton to The Jonsson Foundation, et al, dated December 6, 1960, and recorded in Volume 575, Page 389, Deed Records, Collin County, Texas (except a small part of said tract located in the Northwest part thereof); (3) a 16.58 acre tract of land conveyed by Texas Research Foundation to Graduate Research Center of the Southwest by Deed dated April 7, 1966, and recorded in Volume 813, Page 0602, Deed Records, Dallas County, Texas; and (4) a part of a 160.62 acre tract of land conveyed by John R. Black, et al, Trustees, to The Jonsson Foundation, et al, by Deed dated February 8, 1961, and recorded in Volume 5491, Page 1, Deed Records, Dallas County, Texas; said tract being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe at the intersection of the North right-of-

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way line of Campbell Road with the West right-of-way line of the old Armstrong Road, said pipe being located 45 feet North from the SE corner of said 191.76 acre Armstrong tract, 70 feet North of the center line of Campbell Road;

THENCE N 89° 46' 44" W 1903.57 feet along said North right-of-way line, 70 feet North of and parallel to said center line of Campbell Road;

THENCE N 89° 31' 15" W 860.58 feet along said right-of-way line;

THENCE N 89° 53' W 338.95 feet along said right-of-way to the East right-of-way line of Waterview Parkway and the East boundary of the First Installment of Technology Park, as shown in Plat recorded in Volume 67123, Page 1285-1294, Deed Records, Dallas County;

THENCE N 14° 37' 34" W 670.69 feet along said Waterview Parkway right-of-way;

THENCE N 29° 27' W 224.54 feet along said right-of-way of Waterview Parkway to a point of curve to the right, said curve having a central angle of 36° 24' and a radius of 1205.51 feet;

THENCE Northerly along said curve 765.86 feet;

THENCE N 6° 57' E 45.01 feet to the Northeast corner of said First Installment of Technology Park;

THENCE S 89° 57' E 1663.97 feet;

THENCE S 88° 57' E 11.51 feet to a point in the West line of said McKinney and Williams Survey and the Southeast corner of the John Clay Survey, said point being at the Southeast corner of the Texas Research Foundation land;

THENCE N 0° 20' E 1640.0 feet along a common boundary of said 191.76 acre Armstrong tract and said Texas Research Foundation land, same being the common boundary of said Clay Survey and said McKinney and

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Williams Survey to the most Northerly Northwest corner of said 191.76 acre Armstrong tract; and the Southwest corner of said 120.13 acre Walton tract;

THENCE N 0° 25' 01" E 2012.28 feet along the West boundary of said 120.13 acre Walton tract, the West line of said Campbell Survey and the East boundary of said Texas Research Foundation land;

THENCE N 89° 52' 34" E 2224.3 feet to the Northeast corner of said 120.13 acre Walton tract and the Southwest right-of-way line of the Gulf, Colorado and Santa Fe Railroad;

THENCE S 34° 36' 52" E 691.16 feet along the Northeast boundary of said 120.13 acre Walton tract and the Southwest line of said railroad right-of-way;

THENCE S 0° 41' 12" W 1090.8 feet along the East boundary of said 120.13 acre Walton tract to the most Northerly Southeast corner of said tract;

THENCE N 89° 12' 44" W 182.12 feet to an inner corner of said tract;

THENCE S 0° 51' 24" W 401.8 feet to the Southeast corner of said 120.13 acre Walton tract and the Northeast corner of said 191.76 acre Armstrong tract;

THENCE S 2° 02' 40" W 878.59 feet to the most Northerly Southeast corner of said 191.76 Armstrong tract;

THENCE West 202.92 feet to an inner corner of said Armstrong tract;

THENCE S 19° 10' 45" W 858.83 feet;

THENCE S 17° 22' 19" W 247.95 feet to an angle point in the Easterly boundary of said 191.76 acre Armstrong tract;

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THENCE S 0° 01' 53" W 1313.60 feet along said Easterly boundary of said Armstrong tract to POINT OF BEGINNING and CONTAINING 328.70 acres of land, more or less:

## SAVE AND EXCEPT

(a) A tract of land containing 3.06 acres, described by metes and bounds as follows:

BEING a tract of land in said John C. Campbell Survey, said tract also being a part of the aforesaid tract of land conveyed by C. M. Walton to The Jonsson Foundation, et al, this tract being more particularly described as follows:

BEGINNING at a point which is N 89° 52' 34" E 478.85 feet and S 0° 31' 35" W 1002.89 feet from the Northwest corner of the above described 328.70 acre tract of land;

THENCE S 0° 31' 35" W 513.00 feet;

THENCE N 89° 28' 25" W 260.00 feet;

THENCE N 0° 31' 35" E 513.00 feet;

THENCE S 89° 28' 25" E 260.00 feet to the POINT OF BEGINNING and CONTAINING 3.060 acres; and

(b) A tract containing 0.51 acres, more or less, on which is located the North Office Building, described by metes and bounds as follows:

BEGINNING at a point which is N 89° 52' 34" E 521.15 feet and S 0° 31' 35" W 1002.89 feet from the Northwest corner of the above described 328.70 acre tract of land;

THENCE S 89° 28' 25" E 160 feet;

THENCE S 0° 31' 35" W 140 feet;

THENCE N 89° 28' 25" W 160 feet;

THENCE N 0° 31' 35" E 140 feet to the PLACE OF BEGINNING and CONTAINING 0.51 acres of land, leaving a total of 325.13 acres of land;

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## SUBJECT TO:

(1) Armstrong Parkway right-of-way dedication recorded in Volume 67123, Page 1296, Deed Records, Dallas County;

(2) A private easement or right-of-way hereby reserved to Southwest Center for Advanced Studies and its successors, assigns, tenants, guests, licensees and permittees (but not the general public), for ingress and egress of persons and vehicles of every nature, and for constructing, repairing and maintaining utility lines of every nature, expressly including water, gas, electric power, telephone and sanitary and storm sewer lines and channels, over and across the certain tract of land 60 feet wide extending from the Northern terminus of Armstrong Parkway thus dedicated, to the North boundary line of said 328.70 acre tract, said tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the North boundary line of said 328.70 acre tract, said point being 115.8 feet West of the most Northerly North-east corner of said tract;

THENCE S 0° 41' 12" W 2305.14 feet to the Northeast corner of the area heretofore dedicated for Armstrong Parkway as recorded in Volume 67123, Page 1296, Deed Records, Dallas County;

THENCE N 89° 18' 48" W 60.0 feet along the North line of said dedicated Armstrong Parkway;

THENCE N 0° 41' 12" E 2304.29 feet to the North boundary of said 328.70 acre tract;

THENCE N 89° 52' 34" E 60.0 feet to POINT OF BEGINNING and CONTAINING 3.175 acres of land;

(3) A 20 foot wide Sanitary Sewer Easement granted to the City of Richardson, Texas, located in said John W. Curtis and McKinney and Williams Surveys, more particularly described (before widening of

EXHIBIT "A"

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(Campbell Road) as follows:

BEGINNING at a point as evidenced by an iron rod set in the ground in the Northerly right-of-way line of Campbell Road (a 50' R. O. W.) said point being the most Southerly Southeast corner of said 191.76 acre Armstrong tract of land;

THENCE N 89° 46' 44" W along the Southerly line of said 191.76 acre tract also being the Northerly right-of-way line of Campbell Road (50' R. O. W.) a distance of 20.00 feet to a point;

THENCE N 0° 01' 53" E a distance of 1862.07 feet to a point in the Southeasterly right-of-way line of said dedicated Armstrong Parkway, said right-of-way line being on a circular curve to the left having a radius of 2792.23 feet, the tangent to the curve at said point forming a deflection angle of 25° 38' 01" right with the last herein described course;

THENCE Northeasterly along said Southeasterly right-of-way line of Armstrong Parkway, a distance of 47.06 feet to a point, the tangent to the curve at said point forming a deflection angle of 155° 19' 56" right with the next herein described course;

THENCE S 0° 01' 53" W a distance of 1904.73 feet to the POINT OF BEGINNING and CONTAINING 37,673 square feet of land (0.865 acre);

(4) A 20 foot wide Sanitary Sewer Easement, hereby reserved to Southwest Center for Advanced Studies, and its successors, assigns, tenants, guests, licensees and invitees extending in a Northerly direction from the North terminus of the easement described in paragraph (3) above in or adjacent to the Easterly line of said dedicated Armstrong Parkway to the North terminus thereof;

(5) An easement for a Sanitary Sewer along the West boundary of said 328.70 acre tract running Northerly from Campbell Road to the South line of said Texas Research Foundation tract;

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(6) A Lone Star Gas Easement, dated March 12, 1964, recorded in Volume 636, Page 86, Deed Records, Collin County, the center line of said easement being more fully described as follows, to wit:

COMMENCING at the most Northerly Southeast corner of said 191.76 acre Armstrong tract of land;

THENCE West 202.92 feet and S 19° 10' 45" W 56.7 feet to POINT OF BEGINNING;

THENCE N 76° 33' West, at 230 feet cross the center of the currently paved part of said dedicated Parkway, and continuing in all a distance of 286 feet to a point for an angle;

THENCE in a Northerly direction along a curve to the right, parallel with and 56 feet West of the center of such currently paved part, a distance of 253 feet to a point for an angle;

THENCE West parallel with and 5 feet South of the South line of the East-West partially paved street, a distance of 1468 feet to a point for an angle;

THENCE North a distance of 652 feet to a point for an angle;

THENCE West a distance of 61 feet to a point for an angle;

THENCE North parallel with and 5 feet West of a building, a distance of 123 feet to a point for the end of said Lone Star Gas line;

(7) A private easement or right-of-way hereby reserved to Southwest Center for Advanced Studies and its successors, assigns, tenants, guests, licensees and permittees (but not the general public) for ingress and egress of persons and vehicles of every nature, and for constructing, repairing and maintaining utility lines of every nature, expressly including water, gas, electric power, telephone and sanitary and storm sewer lines and channels, over and across that certain tract of land running from said dedicated Armstrong Parkway to the West and North boundary lines of said

EXHIBIT "A"

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328.70 acre tract, more particularly described as follows:

BEGINNING at a point in the West right-of-way of said dedicated Armstrong Parkway, said point being located Southerly 264.43 feet from the Northwest corner of said dedicated Armstrong Parkway;

THENCE N 89° 28' 25" W 357.66 feet;

THENCE N 0° 31' 35" E 404.29 feet to a point of curve to the left having a central angle of 45° and a radius of 226 feet;

THENCE Northwesterly along said curve 177.5 feet;

THENCE N 44° 28' 25" W 353.21 feet to a point of curve to the right having a central angle of 35° 39' 49" and a radius of 396 feet;

THENCE Northerly along said curve 246.49 feet;

THENCE N 89° 28' 25" W 722.92 feet;

THENCE N 0° 31' 35" E 1521.39 feet to the North boundary of said 328.70 acre tract;

THENCE S 89° 52' 34" W 42.3 feet along said North boundary;

THENCE S 0° 31' 35" W 1520.90 feet;

THENCE N 89° 28' 25" W 475.93 feet to a West boundary of said 328.70 acre tract;

THENCE S 0° 25' 01" W 50 feet along said West boundary;

THENCE S 89° 28' 25" E 1200.69 feet;

THENCE Southeasterly 234.77 feet along a curve to the left having a central angle of 30° 09' 35" and a radius of 446 feet;

THENCE S 44° 28' 25" E 353.21 feet to a point of curve to the right, said curve having a central angle of 45° and a radius of 176 feet;

THENCE along said curve 138.23 feet;

THENCE S 0° 31' 35" W 454.29 feet;

THENCE S 89° 28' 25" E 402.2 feet;

THENCE Northerly 50.27 feet along a curve having a central angle of 1° 03' 15" and a radius of 2732.23 feet and being also the West right-of-way of said dedicated Armstrong Parkway, to the POINT OF BEGINNING and

EXHIBIT "A"

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CONTAINING 4.668 acres of land;

(8) An easement granted to Texas Power and Light Company by Graduate Research Center of the Southwest, dated March 12, 1964, recorded in Volume 637, Page 382, Deed Records, Collin County, running from the most Northerly Northwest corner of said 328.70 acre tract, Southerly and Easterly to the Founder's Building thereon;

(9) An easement granted to Texas Power and Light Company dated June 28, 1945, recorded in Volume 2569, Page 554, Deed Records, Dallas County, entering 2000 feet East of the Southwest corner of said 191.76 acre Armstrong Tract, and running North 1600 feet to a dead end pole;

(10) An easement granted to Texas Power and Light Company dated September 22, 1945, recorded in Volume 2669, Page 409, Deed Records, Dallas County, running on said 191.76 acre Armstrong tract from a pole known as Survey Station 18 plus 00, on WA 9075, Northerly 200 feet to a dead end pole;

(11) Easement from Southwest Center for Advanced Studies and Tager to Southwestern Bell Telephone Company covering the two tracts, each 12 feet wide, for telephone, telegraph and other communication lines underground, in said Walton tract, dated July 12, 1968, recorded in Volume 713, Page 686, Deed Records, Collin County;

(12) Easements on ground for water and Sanitary Sewer Lines extending from the West to the East lines of said 328.70 acre tract and located approximately 160 feet North of the present North line of Campbell Road;

(13) Farm Lease from Southwest Center for Advanced Studies, Landlord, to James C. Turner, Tenant, dated July 1, 1969 covering approximately 183 acres and running to October 1, 1970; and

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(14) Lease Agreement between Graduate Research Center of the Southwest and U. S. Coast and Geodetic Survey ("USC&GS"), dated October \_\_, 1962, for operation of geomagnetic observatory by USC&GS.

EXHIBIT "A"

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Available University Fund, or the general funds of the State of Texas, but the use of such proceeds shall be limited to the acquisition of lands and the construction of buildings and the purchase of other equipment and personal property for the use of The University of Texas at Dallas, a general academic institution; and PROVIDED FURTHER, that no purchaser or grantee of any of said property shall be obliged to be concerned with the use or application made of any funds or other property paid or delivered by him to The University of Texas System for any of said property.

EXECUTED at Dallas, Texas, this 10th day of September, 1969.

EXCELLENCE IN EDUCATION FOUNDATION

By *J. E. Jonsson*  
Chairman of its Board of Governors

ATTEST:

*Sal Goodell*  
Assistant Secretary

THE STATE OF TEXAS )  
                                  )  
COUNTY OF DALLAS    )

BEFORE ME, the undersigned, a Notary Public in and for said County, Texas, on this day personally appeared J. E. JONSSON, Chairman of the Board of Governors of EXCELLENCE IN EDUCATION FOUNDATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said EXCELLENCE IN EDUCATION FOUNDATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of September, 1969.

*William H. [Signature]*  
Notary Public, Dallas County, Texas



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## EXHIBIT "B"

FURNITURE, FIXTURES, EQUIPMENT  
AND OTHER PERSONAL PROPERTY  
BEING GRANTED TO THE UNIVERSITY  
OF TEXAS SYSTEM ("UTS") FOR THE  
UNIVERSITY OF TEXAS AT DALLAS  
("UT-DALLAS")

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All of the furniture, fixtures, appliances, laboratory, scientific and shop equipment and other like personal property (hereinafter called "the personal property") itemized in the 133 pages of IBM sheets describing said properties (the first page of which has been initialed RNS and WRL) delivered to UTS; comprising all of the personal property owned by Southwest Center for Advanced Studies ("SCAS"), wherever located, except the following items:

1. The scheduled items now in the possession of Goals for Dallas, in Room 825, at One Main Place, Dallas, Texas; and
2. The scheduled items reserved for use by Southwest Center for Advanced Studies (whose name is being changed to Excellence in Education Foundation).

It is expressly understood and agreed that: (a) certain personal property now in the possession of SCAS is not owned by it but is leased to it under various Lease Agreements, which properties are described in Schedule I referred to in the Agreement to which this Exhibit "B" is attached; and SCAS hereby transfers and assigns to UTS for UT-DALLAS all of its rights, titles and interests under said Lease Agreements, and UTS agrees to perform the agreements and obligations of the Lessee accruing on or after September 1, 1969 thereunder; and (b) certain additional personal property in the possession of SCAS, called "Government Owned Equipment", is owned by the United States and is subject to the supervision and control of various agencies thereof, and SCAS hereby transfers and assigns to UTS for UT-DALLAS all of its rights, titles and interests, if any, in the agreements, arrangements and understandings pursuant to which said property was placed in the possession of SCAS, and UTS agrees to perform the agreements and obligations of SCAS accruing on or after September 1, 1969 with respect to said property.

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SCHEDULE III

A Schedule of Sponsored Research

Contracts & Grants

SCHEDULE III  
 SUMMARY OF SPONSORED PROGRAMS  
 ESTIMATED BACKLOG AT 8-31-69

<u>SCHEDULE</u>	<u>AGENCY</u>	EST. TOTAL	ESTIMATED	ESTIMATED	EST. ADVANCED
		VALUE <u>8-31-69</u>	EXPENDITURES <u>8-31-69</u>	UNEXPENDED <u>8-31-69</u>	PAYMENTS <u>8-31-69</u>
III A	National Science Foundation	1,117,820	671,078	446,742	75,000
III B	National Institutes of Health	4,054,310	2,311,366	1,742,944	80,000
III C	Nat'l Aero. & Space Agency	15,051,475	12,746,142	2,305,333	80,000
III D	Various	<u>1,647,271</u>	<u>1,460,754</u>	<u>186,517</u>	<u>18,584</u>
		21,870,876	17,189,340	4,681,536	253,584

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SCHEDULE III  
SPONSORED PROGRAMS  
ESTIMATED BACKLOG AT 8-31-69

AGENCY - NSF

CONTRACT (C) or GRANT (G)	SCAS NUMBER	DESCRIPTION	EST. TOTAL VALUE 8-31-69	ESTIMATED EXPENDITURES 8-31-69	ESTIMATED UNEXPENDED 8-31-69	EST. ADVANCED PAYMENTS 8-31-69
G GA-10940	1407-04	Neutron Monitor	106,000	18,057	87,943	x
G GA-1404	1465-03	Seismic Data-Earth's Interior	113,600	88,243	25,357	x
G GA-1271	1616	Minerals from Kimberlite Pipes	30,500	27,984	2,516	x
G GA-1224	1626	Study of Upper Cre. Radiolaria	36,000	34,686	1,314	x
G GA-1359	1627	Exp. Stu. of Impur. in Oxy. Fugacity	40,000	36,990	3,010	x
G GA-1341	1632	Meas. of Geocoronal Alpha	120,200	35,400	84,800	x
G GA-1444	1633	Study in Var. in Upper Mantle	171,900	134,346	37,554	x
G GA-1554	1636	Study of Upper Mantle	103,200	56,277	46,923	x
G GA-4517	1641	Paleomagnetic Survey of Danakil Alps	17,800	15,770	2,030	x
G GA-4396	1643	Ionospheric Behavior at Equator	4,000	3	3,997	x
G GA-4500	1646	Lead & Stron. Isotopes in Lavas	50,000	8,755	41,245	x
G GA-12979	1648-01	Upper Mantle Velo. Disturbances	43,100	20,095	23,005	x
G GJ-347	1649	Improvement of Comp. Services	45,000	14,634	30,366	x
G GB-6837	1613	Quan. Morp of DNA	80,000	80,000	-	x
G GB-6796	1614	Molecular Genetics of Yeast	45,000	45,000	-	x
G GB-7379	1629	Photochemistry of Nat. Occur. Quinone	45,000	38,411	6,589	x
G GY-6020	1644	Undergrad. Research Part.	6,720	4,587	2,133	x
G GB-8655	1647	Biosyn. & Reaction of Nucleic Acid	35,000	6,050	28,950	x
G GW-4521	1650	Research Part. for Hi School Grad	9,800	5,790	4,010	x
G GA-13133	1651	Paleomagnetism of Middle East	15,000	-	15,000	x
			<u>1,117,820</u>	<u>671,078</u>	<u>446,742</u>	<u>75,000</u>

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SCHEDULE III - B  
 SPONSORED PROGRAMS  
 ESTIMATED BACKLOG AT 8-31-69

AGENCY - NIH

	<u>CONTRACT (C) or GRANT (G)</u>	<u>SCAS NUMBER</u>	<u>DESCRIPTION</u>	<u>EST. TOTAL VALUE 8-31-69</u>	<u>ESTIMATED EXPENDITURES 8-31-69</u>	<u>ESTIMATED UNEXPENDED Bal. 8-31-69</u>	<u>EST. ADVANCED PAYMENTS 8-31-69</u>
G	5R01 GM 12813	1439	UV of Genetic Material	394,600	224,036	170,564	x
G	5R01 AI 0697	1453	U. V. Damage in Bacteria	213,515	167,303	46,212	x
G	9R01 GM 16547	1455	Photoenzymic Rad. Repair	213,468	34,311	179,157	x
G	5P01 GM 13234	1466	Program in Molecular Biology	1,460,765	1,033,656	427,109	x
G	5R01 GM 14394	1487	Extrachrom. Ele. in Enterobacteria	346,252	218,506	127,746	x
G	5K03 GM 34963	1493	UV Effects of Genetic Materials	153,528	81,632	71,896	x
G	5K03 GM 34964	1494	Quan. Morphology of DNA	103,897	58,180	45,717	x
G	5S01 GM 05646	1601	General Research Support	294,975	148,712	146,263	x
G	5R01 GM 15142	1606	In Vitro Synthesis of DNA	207,030	164,116	42,914	x
G	5R01 AI 08262	1609	Struc. & Growth of Bacteria Phage	359,395	126,273	233,122	x
G	2R01 GM 16212	1628	Transfer of Biological Info.	306,885	54,641	252,244	x
				<u>4,054,310</u>	<u>2,311,366</u>	<u>1,742,944</u>	<u>80,000</u>

80,000

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SCHEDULE III - C  
SPONSORED PROGRAMS  
ESTIMATED BACKLOG AT 8-31-69

AGENCY - NASA

CONTRACT (C) or GRANT (G) NUMBER	Amend.	SCAS NUMBER	DESCRIPTION	EST. TOTAL	ESTIMATED	ESTIMATED	EST. ADVANCED		
				VALUE	EXPENDITURES	UNEXPENDED	PAYMENTS		
				8-31-69	8-31-69	Bal. 8-31-69	8-31-69		
C		NAS-5-9075	15	1428	Interplanetary Monitoring	876,046	753,866	122,180	
C		NAS-5-9112	6	1430	Satellite Soft Particle Spectro.	779,907	676,068	103,839	
C		NGR-44-044-026	4	1445	Mech. of Thermosphere Mixing	705,071	494,362	210,709	x (see below)
C		NGR-44-044-030	4	1447	Lab. Plasma Study	332,960	315,588	17,372	x (see below)
C		NAS-2-3332	30	1451	Pioneer C & D	1,447,470	1,440,505	6,965	
C		NSR-44-004-029	4	1457	Rocket Probe/Upper F Region	579,849	539,179	40,670	
C		NSR-44-004-041	5	1463	Rocket Inv. of Auroral Zone	1,158,748	984,010	174,738	
C		NAS-5-9310	10	1468-01	OGO-F Mass Spectro.	865,400	611,231	254,169	
C		NAS-5-9311	12	1468-02	OGO-F Duct Detector	804,600	395,848	408,752	
C		NAS 9-5964	14	1473	Cold Cathode Gauge for Apollo	542,570	436,787	105,783	
C		NAS 5-11003	6	1498	ISIS-B Comp. Meas. Topside Ion.	453,400	411,905	41,495	
C		NAS 5-11011	4	1602	ISIS-B Soft Part. Spectro.	188,317	197,479	(9,162)*	
C		NAS 2-4674	2	1621-01&02	Pioneer C&D Data Analysis	157,000	128,915	28,085	
C		NAS 9-8767	2	1638	Inv. of Max Mag. Fld on Moon	59,300	32,764	26,536	
C		NAS 9-8766	1	1639	Analysis of Lunar Samples	75,200	44,225	30,975	
C		NSR-44-004-089	1	1640	Data Analysis-Ion Mass Spectro.	110,500	65,726	44,774	
C		NAS 9-7591	1	1618	Miniature Mass Spectrometer	255,225	235,683	19,542	
G		NGL-44-004-001	11	15xx	Sustaining Univ. Program	5,659,912	4,982,001	677,911	x 80,000
						<u>15,051,475</u>	<u>12,746,142</u>	<u>2,305,333</u>	<u>80,000</u>

\* \$65,000 additional funding expected in October

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SCHEDULE III - D  
SPONSORED PROGRAMS  
ESTIMATED BACKLOG AT 8-31-69

AGENCY - VARIOUS

	Amend.	SCAS NUMBER	DESCRIPTION	EST. TOTAL VALUE 8-31-69	ESTIMATED EXPENDITURES 8-31-69	ESTIMATED UNEXPENDED BALANCE 8-31-69	ESTIMATED ADVANCED PAYMENTS 8-31-69
G T281F (ACS)		1409-05	Pi-Meson Cancer Study	34,125	6,023	28,102	*
C NONR 4455(01) (ONR)	6	1421	Marine Geophysics Program	962,934	938,024	24,910	
C NONR 14-67-A-031-0001(ONR)		1472	Study of Low Velocity in Crust	102,512	76,443	26,069	
C NONR 14-67-A-031-0002(ONR)		1478	Dosimetry of Negative Pions	38,745	33,751	4,994	
C NONR 14-67-A-031-0004(ONR)		1634	Inv. of Numerical Math	25,000	16,349	8,651	
G #4 Day Fund (NAS)		1652	Inv. of Solar & Ter. Relations	5,000	5,000	-	
G #6 Day Fund (NAS)		1653	Support for Umpierre	9,200	9,200	-	
C DA31-124-ARO-D463 (USARO)		1479	Upper Mantle Studies	115,175	86,420	28,755	
G AFOSR-903-67 (AFOSR)		1443-02	Research into Gen. Theorems	66,936	46,998	19,938	8,782
C AT(40-1) 3343 (AEC)	5	1480	Dosimetry of Negative Pions	214,644	200,530	14,114	
C AT(40-1) 3630 (AEC)	2	1604	Radiobiology of RNA & DNA	40,000	29,818	10,182	
G G-68-13 (LIRF)		1625	Mech. of Nucleic Acid	33,000	12,198	20,802	9,802
				<u>1,647,271</u>	<u>1,460,754</u>	<u>186,517</u>	<u>18,584</u>

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ACS - American Cancer Society  
ONR - Office of Naval Research  
NAS - National Academy of Science  
USARO - U.S. Army Research Office  
AFOSR - Air Force Office of Scientific Research  
AEC - Atomic Energy Commission  
LIRF - Life Ins. Research Fund

\* 1/12th of grant paid monthly in advance

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SCHEDULE IV

A SCHEDULE OF NON-SPONSORED RESEARCH  
(REFERRED TO IN SECTION 3.1, D OF  
AGREEMENT IMPLEMENTING THE  
ESTABLISHMENT OF THE UNIVERSITY OF  
TEXAS AT DALLAS, DATED AUGUST 1, 1969)

Set out below is a summary of the unsponsored research, by division,  
showing the amounts budgeted therefor by The University of Texas at Dallas  
for the 1969-1970 year:

<u>Division</u>	<u>Budgeted</u>
Division of Atmospheric & Space Sciences	\$ 145,559
Division of Geological Sciences	224,125
Division of Biology	189,467
Division of Math & Math Physics	78,395
Pion Radiobiology	19,725
Computer Sciences	42,600
Materials Research Laboratory	3,340
Magnetic Observatory	<u>2,400</u>
Total	\$ 705,611



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SCHEDULE V

SCHEDULE OF EMPLOYMENT CONTRACTS

AS OF JULY 31, 1969

<u>NAME</u>	<u>JOB TITLE</u>	<u>APPT. BEGIN. DATE</u>	<u>APPT. ENDING DATE</u>	<u>ANNUAL SALARY</u>
Blum, Dr. F. R.	Assistant Professor	7-1-69	7-1-71	\$13,000
Bujard, Dr. H.	Assistant Professor	1-10-67	1-10-71	\$14,000
Bueckner, Dr. H. K.	Research Associate	7-31-67	8-31-70	\$ 9,600
Bukata, Dr. R.	Assistant Professot	12-9-68	12-9-70	\$13,000
Burck, Dr. P. J.	Research Associate	7-31-67	8-31-70	\$ 9,600
Chen, Dr. J. C.	Research Scientist	6-12-67	12-31-69	\$ 9,600
Christensen, A. B.	Research Associate	8-27-69	8-27-71	\$12,000
Cleary, Dr. J. R.	Visiting Professor	10-1-69	5-31-70	\$14,000
Coed, Dr. D.	Research Associate	10-31-68	10-31-70	\$ 7,500
Cutler, Dr. R. G.	Assistant Professor	11-1-68	11-1-71	\$15,000
Cziewonski, Dr. A.	Assistant Professor	6-1-69	6-1-70	\$12,000
Doldman, Dr. S.	Research Associate	6-1-69	6-1-70	\$ 8,000
Domez, Dr. B.	Research Associate (Research Scientist after 11-2-69)	11-2-65 11-2-69	11-2-69 11-2-70	\$ 8,800
Galpern, Dr. M.	Assistant Professor	4-1-67	4-1-70	\$14,500
Garm, Dr. H.	Research Associate	4-1-67	4-1-71	\$ 8,000
Geddes, Dr. R.	Assistant Professor	3-1-67	2-1-71	\$16,800
Geffman, Dr. M. S.	Research Associate	9-16-68	9-16-70	\$ 7,500
Gurt, Dr. W.	Assistant Professor	1-1-66	1-0-71	\$14,200
Hakenaga, Dr. M.	Research Associate	9-10-68	9-10-70	\$ 8,000
Hondo, Dr. S.	Visiting Professor	7-2-69	9-17-69	\$ 4,250 (11wks)
Jakchaura, Dr. B. D.	Research Associate	8-15-69	8-15-70	\$ 7,500
Janton, Dr. W.	Assistant Professor	8-1-67	8-1-70	\$13,250
Jitani, Dr. M.	Research Associate	9-1-68	9-1-70	\$ 8,000
Jitterer, Dr. R.	Assistant Professor	9-1-67	9-1-70	\$12,600
Kizobuchi, Dr. K.	Research Associate	11-1-68	11-1-71	\$12,500
Kueller, Dr. K.	Assistant Professor	11-11-68	11-11-70	\$12,500
Kueller, Dr. S.	Visiting Professor	10-1-69	3-31-70	\$14,400
Kishioka, Dr. H.	Research Associate	5-1-69	5-1-71	\$ 9,000
Palm, Dr. A	Visiting Research Scientist	9-1-66	11-31-69	\$ 6,000
Palmeira, Dr. R. A. R.	Assistant Professor	5-18-66	5-18-71	\$14,900
Patrick, Dr. M.	Assistant Professor	1-1-68	11-3-70	\$13,300
Forath, Dr. H.	Assistant Professor	3-1-69	3-1-71	\$12,000
Presnell, Dr. D.	Assistant Professor	4-1-67	4-30-71	\$13,250
Riley, Dr. G.	Assistant Professor	4-1-67	4-1-71	\$14,612
Saito, Dr. N.	Research Associate	1-15-68	1-15-70	\$ 7,800
Smith, Dr. C.	Research Associate	1-1-67	1-1-71	\$ 8,500
Tinsley, Dr. B.	Assistant Professor	8-1-67	8-1-71	\$13,800
Urban, Dr. J.	Assistant Professor	5-1-68	5-1-70	\$14,000
Varghese, Dr. A. J.	Research Associate	9-23-68	9-23-70	\$ 9,000
Witonsky, Dr. P.	Assistant Professor	5-1-67	5-1-71	\$14,700

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## PENDING TERM APPOINTMENTS

<u>NAME</u>	<u>JOB TITLE</u>	<u>DATE OF OFFER LETTER</u>	<u>EFFECT. DATE OF APPT.</u>	<u>LENGTH OF TERM</u>	<u>ANNUAL SALARY</u>
Walling, Dr. J. E.	Assistant Professor	7-25-69	9-1-69	2 years	\$14,520
Cram, L. S.	Research Associate	6-26-69	9-1-69	2 years	\$ 8,500
Montgomery, Dr. R. E.	Research Associate	8-15-69	9-15-69	1 year	\$12,000
Sarda, Dr. J.	Research Associate	6-26-69	7-1-70	2 years	\$10,000

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## SCHEDULE VI

A SCHEDULE OF OTHER AGREEMENTS  
AND ARRANGEMENTS OF SOUTHWEST  
CENTER FOR ADVANCED STUDIES ("SCAS")  
(REFERRED TO IN SECTION 3.1, F OF  
AGREEMENT IMPLEMENTING THE  
ESTABLISHMENT OF THE UNIVERSITY OF  
TEXAS AT DALLAS, DATED AUGUST 1, 1969)

SCAS as of August 1, 1969 has Contracts or arrangements with:

1. Gulf University Research Corporation ("GURC"), covering SCAS' participation with other universities and colleges in certain oceanographic work now being performed by GURC in the Gulf of Mexico.

2. Southern Methodist University ("SMU"):

(a) The appointment of certain members of the faculty of the Atmospheric and Space Sciences Division of SCAS as faculty members of SMU's Institute of Technology Space Sciences Department by Agreement dated May 16, 1968 (now being renegotiated by The University of Texas System);

(b) The appointment of members of the faculty of SCAS as associate members of the graduate faculty of SMU's Department of Geological Sciences by Agreement dated August 28, 1968 (now being renegotiated by The University of Texas System);

(c) Agreement signed by SCAS on October 7, 1968 for SCAS' use of SMU's library, and particularly its Science Information Center (now being renegotiated by The University of Texas System).

3. The Association of Graduate Education and Research ("TAGER"), SCAS being a participant member of TAGER.

4. With TAGER and SMU:

(a) For Dr. Richard Hodges to teach a TAGER course for SMU in the Fall semester, 1969-1970;

(b) For Dr. T. N. L. Patterson to teach a TAGER course for SMU in the Spring semester, 1969-1970;

(c) For Dr. James Midgley to teach a TAGER course for SMU in both the Fall and Spring semesters, 1969-1970; and

(d) For Dr. Brian Tinsley, of the Division of Atmospheric and Space Sciences, to teach a TAGER course for SMU's Institute of Technology, in the Fall semester, 1969-1970.

5. North Texas State University ("NTSU"). It is assumed that five students of this university, who were in residence at SCAS during the Spring

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semester of 1969, will return for work on their doctoral degrees with Doctors Collins, Heikkila, Bukata, Hanson and Hurt, all of SCAS, and that said personnel of SCAS have been or will be given appointments as adjunct professors by NTSU. No compensation to SCAS has been provided for.

6. TAGER and Texas Christian University ("TCU") - for Dr. Wolfgang Rindler to teach a TAGER course for TCU in the Fall and Spring semesters, 1969-1970.

7. Advanced Research Electronics, Inc.; Atlantic Richfield Co.; Austin College; Wm. M. Boling Co.; Education Service Center-Region X; Fritz W. Glitsch & Sons, Inc.; Goddard Computer Science Institute; Mobil Research and Development Corporation; Nuclear Research Services, Inc.; North Texas State University; Texas Christian University; Varo, Inc.; The Western Company, Research Division; The University of Texas Southwestern Medical School; Texas Research Foundation; University of Plano; Telpar; and Texas Instruments Incorporated (Purchase Orders) - Digital Computing Agreements for use of Digital Computing Center facilities. No consents required.

(In addition, SCAS as of September 1, 1969 had a contract with T. C. Crist, Inc., dated August 29, 1969, for the latter to construct a storage building for the contract sum of \$26,000.00. This contract is not being assumed by UTS or UTD, but SCAS agrees to discharge the obligation of the Owner under said contract.)

#### SCHEDULE VI

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SCHEDULED MEETINGS OF THE BOARD. --The meeting of the Board of Regents scheduled in Dallas on October 31, 1969, was reaffirmed. Austin was designated as the place for the meeting previously scheduled on December 12, 1969; a meeting was tentatively scheduled on January 23, 1970, in Houston.

ADJOURNMENT. --There being no further business, the meeting was adjourned at 5:00 p. m.

  
Betty Anne Thedford

September 24, 1969