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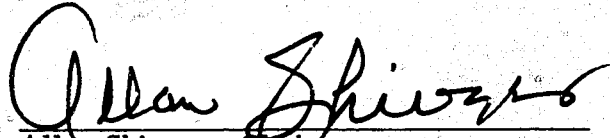
Pages 104 - 540

A. Ruth Baker

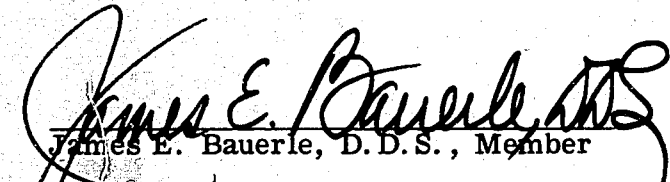
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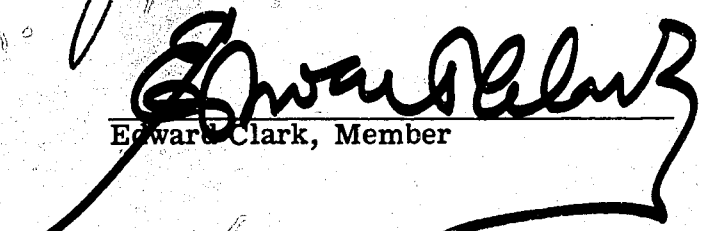
We, the undersigned members of the Board of Regents of The University of Texas System, hereby ratify and approve all actions taken at this meeting (September 12, 1975) to be reflected in the Minutes.


Signed this the 12th day of September, 1975, A. D.

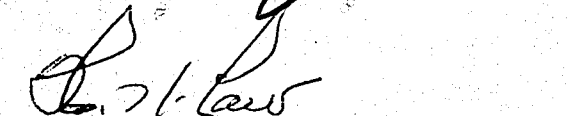

Allan Shivers, Chairman

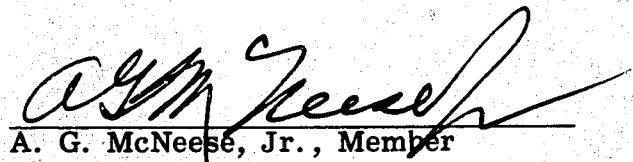
Dan C. Williams, Vice-Chairman

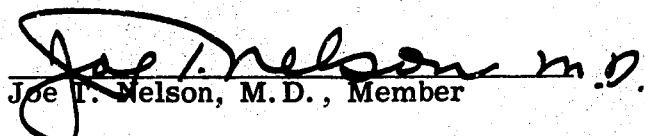

James E. Bauerle, D. D. S., Member


Edward Clark, Member


Mrs. Lyndon B. Johnson, Member


Thos. H. Law, Member


A. G. McNeese, Jr., Member


Joe T. Nelson, M. D., Member


Walter G. Sterling, Member

Meeting No. 735

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

Pages 1 - 103
(and Attachments Nos. 1 and 2)

September 12, 1975

Austin, Texas

' 9-12-75

1

MEETING NO. 735

FRIDAY, SEPTEMBER 12, 1975. --The Board of Regents of The University of Texas System convened at 9:00 a. m. on Friday, September 12, 1975, in regular session in the Main Building, Room 212, The University of Texas at Austin, Austin, Texas.

ATTENDANCE. --

Present

Chairman Shivers, presiding
Regent Bauerle
Regent Clark
Regent (Mrs.) Johnson
Regent Law
Regent McNeese
Regent Nelson
Regent Sterling

Absent

Vice-Chairman Williams (excused)*

Secretary Thedford

Chancellor LeMaistre
Deputy Chancellor Walker

The meeting was called to order by Chairman Shivers.

INTRODUCTION OF GUESTS AND STUDENT REPRESENTATIVES. -- Chairman Shivers introduced Mayor and Mrs. Dan Hemphill of Odessa, Texas. Regent Sterling introduced Mr. Neill F. Amsler, Jr., Executive Vice-President of Hermann Hospital Estate.

On Thursday evening, September 11, the Presidents of the component institutions of The University of Texas System and their Student Government Presidents were honored at a party at the Bauer House. Chairman Shivers asked each President to introduce student representatives from his respective institution who were at the party and who were present at the meeting:

U. T. Arlington - President Nedderman presented:

Mr. Bill Eden, President of Student Congress
Miss Penny Willrich, Vice-President of Student Congress
Mr. Bill Pewitt, Assistant to President of Student Congress
Miss Sara Darden } Reporters and Photographers of the
Miss Dee Stewart } Shorthorn

U. T. Austin - President Rogers presented:

Miss Carol Crabtree, President of Students' Association
Mr. Lyn Breeland, Vice-President of Students' Association
Mr. Neal Graham, President of Board of Operating Trustees
for Student Publications

*Vice-Chairman Williams was excused from the meeting because of important business.

' 9-12-75

2

U. T. Dallas - President Jordan presented:

Miss Barbara Keating, President of Student Government
Mr. Richard Hoffman, a representative of Student Government

U. T. El Paso - President Templeton presented:

Mr. James Corral, President of Student Association

U. T. Permian Basin - President Cardozier reported:

Mr. Hoyce Kennedy, President of the University Council, was ill and could not be present.

Galveston Medical Branch - President Levin presented:

Mr. George W. Race, President of Student Government

San Antonio Health Science Center - President Harrison reported:

Mr. Antonio San Martin, President of the 2nd Year Class, had returned to San Antonio; however, he was at the party on Thursday evening, September 11.

[There were no representatives from those institutions not listed.]

BOARD OF REGENTS: APPROVAL OF MINUTES OF REGULAR MEETING ON JULY 25, 1975. --The Minutes of the last meeting of the Board of Regents of The University of Texas System held on July 25, 1975, in San Antonio, had been circulated by Secretary Thedford to the members of the Board and were approved in the form distributed upon motion of Regent Nelson, duly seconded. The official copy is recorded in the Permanent Minutes, Volume XXII, beginning with Page 4609.

RECESS. --The Board of Regents recessed at 9:15 a. m. to reconvene as soon as the Standing Committees had completed their meetings.

EXECUTIVE SESSION OF THE COMMITTEE OF THE WHOLE. --Immediately following the Open Session of the Committee of the Whole, the Board of Regents retired to Room 209 and convened as a Committee of the Whole in Executive Session pursuant to Article 6252-17, Sections 2 (f) and (g), V. T. C. S. to consider:

1. U. T. Dallas: Authorization for Sale of Land; Dedication of Right-of-Way; and Lease Agreement with City of Richardson
2. U. T. Dallas: Authorization to Exchange Land with Excellence in Education Foundation
3. Personnel Matters
4. Report of Selection Committee for Chief Administrative Officer of U. T. Austin (Referred by Open Session of the Committee of the Whole)
5. Report of Selection Committee for Chief Administrative Officer of U. T. Permian Basin (Referred by Open Session of the Committee of the Whole)

RECONVENE. --Immediately after the meeting of the Executive Session of the Committee of the Whole (12:15 p. m.), the Board of Regents reconvened in Room 212 with the same attendance as at the earlier session to receive the reports of the Committees.

REPORTS OF STANDING COMMITTEES

(With the exception of the Executive Session of the Committee of the Whole, all standing committees had conducted their business in open session in Suite 212, the same place at which the 9:00 a. m. session of the Board of Regents had been held.)

REPORT OF SYSTEM ADMINISTRATION COMMITTEE (Pages 3-8). -- In the absence of Committee Chairman Williams, Chairman Shivers conducted the meeting of the System Administration Committee, all actions of which were taken in open session. The report was adopted, and the actions therein were ratified:

Report

In open session this morning, the System Administration Committee approved the following recommendations by the Administration which had been circulated to members of the System Administration Committee since its last meeting on July 25, 1975. These recommendations are now submitted in this report for formal approval by the Board of Regents:

1. U. T. Austin (College of Fine Arts Advisory Council): Increase in Membership from 26 to 27 and Nomination of Miss Laura Carpenter Thereto (1-M-74). --It is recommended that the membership of U. T. Austin College of Fine Arts Advisory Council be increased from 26 to 27 and that Miss Laura Carpenter be named a member of this Council.

If Miss Carpenter accepts this appointment, her name will be released at the October 1975 meeting when the membership of all advisory councils is reported for the record.

2. U. T. Austin, U. T. Dallas, U. T. El Paso, Dallas Health Science Center and University Cancer Center: Amendments to the 1974-75 Budgets (11-B-75 and 12-B-75). --It is recommended by the appropriate chief administrative officers, concurred in by System Administration, that the amendments (Pages 4 - 8) to the 1974-75 Budgets for The University of Texas at Austin, The University of Texas at Dallas, The University of Texas at El Paso, The University of Texas Health Science Center at Dallas and The University of Texas System Cancer Center be approved.

The University of Texas at Austin

Item No. and Explanation	Present Status	Proposed Status	Effective Dates
60. Auxiliary Enterprises - Cultural Entertainment Committee			
Transfer of Funds	From: Cultural Entertainment Committee Unappropriated Balance via Optional Fee Income	To: Cultural Entertainment Committee Operating Budget - Salaries and Wages \$ 3,065 Other Operating Expense 119,641 Unallotted 8,477	
Amount of Transfer	\$131,183	<u>\$131,183</u>	
61. Auxiliary Enterprises - Student Health Center			
Transfer of Funds	From: Student Services Fee Unappropriated Balance via Estimated Income	To: Student Health Center - Other Operating Expenses	
Amount of Transfer	\$ 40,000	\$ 40,000	---
52. Auxiliary Enterprises - Division of Housing and Food Service			
Transfer of Funds	From: Housing and Food Service Unappropriated Balances	To: University Apartments - Brackenridge-Deep Eddy \$ 113,000 Colorado 36,000	
Amount of Transfer	\$ 149,000	<u>\$ 149,000</u>	---
		Brackenridge-Deep Eddy	Colorado
Gas		\$ 37,000	\$ 5,500
Light and Power		48,000	21,500
Water		14,000	5,500
Grounds Maintenance		14,000	3,500
Total		<u>\$ 113,000</u>	<u>\$ 36,000</u>
62. Auxiliary Enterprises - Texas Union			
Transfer of Funds	From: Texas Union Operating Budget - Salaries and Wages \$117,034 Allocation for Budget Adjustments 1,057 Texas Union Unappropriated Balance 76,553	To: Texas Union - Debt Service \$131,414 Transfer to Marine Science Institute 840 Other Operating Expenses 62,390	
Amount of Transfer	<u>\$194,644</u>	<u>\$194,644</u>	---

64 Appropriations for Updating Teaching and Research Equipment, Remodeling Classrooms and Laboratories, etc.

Source of Funds: Unappropriated Balance via Estimated Income

Amount of Transfer: \$1,056,488

EQUIPMENT FOR THE FOLLOWING DEPARTMENTS:

Office of Personnel Services and Employee Relations	\$ 2,850
Office of Accounting	8,000
Data Processing	105,000
Counseling-Psychological Services Center	12,300
Office of the Registrar	13,350
Student Financial Aid	7,977
University News and Information Service	25,000
Architecture and Planning	23,466
French and Italian	1,000
Oriental and African Languages and Literatures	4,500
Spanish and Portuguese	428
Anthropology	2,400
Economics	440
Geography	2,400
Botany	13,700
Chemistry	45,319
Computer Sciences	6,000
Geological Sciences	10,935
Physics	66,907
Home Economics	50,000
Zoology	8,220
American Studies	476
Middle Eastern Studies	2,150
Chemical Engineering	16,500
Civil Engineering	12,700
Electrical Engineering	25,000
Music	33,500
School of Law	3,971
Graduate School of Library Science	8,126
College of Pharmacy	35,500
Library	35,000
Law Library	3,765
Anthropological Laboratories	851
Research in Texas History	800
Vertebrate Paleontology Laboratory	1,000
Cell Research Institute	29,000
Center for Research in Water Resources	5,100
Humanities Research Center	22,236
Learning Disabilities Center	855
Furniture and Furnishings Shop	7,000
Safety Office	14,000
University Police	1,560
Custodial Services - Main Campus	3,500
Grounds Maintenance - Main Campus	3,500
Bureau of Economic Geology	23,100
Marine Science Institute - Port Aransas	102,000
Intercollegiate Athletics for Women	12,000
SUB-TOTAL - EQUIPMENT	<u>\$ 813,382</u>

64. Appropriations for Updating Teaching and Research Equipment, Remodeling Classrooms and Laboratories, etc. (Continued)

REMODELING AND ALTERATION IN THE FOLLOWING AREAS:

Biology Laboratories - Remodeling	\$ 31,025
Geology Building - Remodeling	2,846
Biology Laboratories - Air Conditioning	3,500
Experimental Science Building - Remodeling	13,347
Geography Building - Remodeling	7,500
Music Building - Install Lockers and Wardrobe Cabinets	11,000
Tennis Court Complex - Resurfacing Courts and Replacing Lumite Curtains and Backboards	<u>98,888</u>
SUB-TOTAL - REMODELING	<u>\$ 168,106</u>

OTHER PROJECTS:

Landscaping Corner of 24th and Speedway	\$ 50,000
Moving Expenses into New Building	<u>25,000</u>
SUB-TOTAL - OTHER PROJECTS	<u>\$ 75,000</u>

The University of Texas at Dallas

<u>Item No. and Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
1. Helga Harm Institute for Molecular Biology	Research Scientist	Research Scientist	
Salary Rate	\$ 15,540	\$ 19,100	7/1/75
Source of Funds: Contracts and Grants			

The University of Texas at El Paso

<u>Item No. and Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
14. Major Repair and Rehabilitation Projects			
Transfer of Funds	From: Unappropriated Balance - General Funds via Estimated Income	To: Major Repair and Rehabilitation Projects - Restoration of Four Campus Areas Resurfacing Robinson Avenue and Six Parking Lots	\$ 46,612 <u>18,722</u>
Amount of Transfer	\$ 65,334		<u>\$ 65,334</u>

9-12-75

7

Item No. and Explanation	Present Status	Proposed Status	Effective Dates
5. Auxiliary Enterprises - Student Services Fees - Various Projects			
Transfer of Funds	From: Student Services Fee Un- appropriated Balance via Estimated Income	To: Various Projects, as Listed Below: Rehabilitation of Student Health Service \$ 13,000 Rehabilitation of Swimming Pool Dressing Rooms 13,000 Conversion of out- door Basketball Courts to Combin- ation Basketball- Tennis Courts 13,000 Construction of Baseball Field 14,050 Purchase of Iden- tification Card - Ticket Center Equipment 4,500 Purchase of Composing Equipment for Student Publica- tions 5,700	
Transfer of Funds	From: Student Services Fee Un- appropriated Balance via Estimated Income	To: Purchase of In- tramurals Equipment \$ 6,500 Installation of Baseball Train- ing Equipment 2,500 Refurbish Union Marquees 1,500 Purchase and Installation of Campus Marquees 4,500 Purchase of Law Library and Office Equipment 5,000 Purchase of University Buses 24,000 New Sound System and Projectors for Union Theater 15,000	
Amount of Transfer	\$ 122,250		<u>\$122,250</u>

The University of Texas Health Science Center at Dallas

Item No. and Explanation	Present Status	Proposed Status	Effective Dates
10. Auxiliary Enterprises - Student Supply Store			
Transfer of Funds	From: Student Supply Store Unappropriated Balance via Estimated Income	To: Student Supply Store Cost of Goods Sold \$ 72,000 Operating Expense 6,700 Unallocated 4,500	
Amount of Transfer	\$ 83,200		<u>\$ 83,200</u>

9-12-75

8

The University of Texas System Cancer Center

<u>Item No. and Explanation</u>	<u>Present Status</u>	<u>Proposed Status</u>	<u>Effective Dates</u>
Auxiliary Enterprises - Anderson - Mayfair			
Transfer of Funds	From: Anderson- Mayfair Reserve Account (Unappropriated Balance)	To: Anderson- Mayfair Interior Design Consultation Account	
Amount of Transfer	\$ 6,500	\$ 6,500	---

REPORT OF ACADEMIC AND DEVELOPMENTAL AFFAIRS COMMITTEE (Pages 9 - 18). --Committee Chairman (Mrs.) Johnson submitted the following report of the Academic and Developmental Affairs Committee, which had conducted all of its business in open session. By unanimous vote, the report was adopted and the actions therein were ratified:

1. U. T. System: Deputy Chancellor's Docket No. 1 (Attachment No. 1) (Catalog Change); 1975-76 Holiday and Vacation Schedule Amended. --There were no exceptions to Deputy Chancellor's Docket No. 1 (Attachment No. 1), and it was approved in the form distributed by Secretary Thedford and is attached (Attachment No. 1) following Page 103 and made a part of these Minutes.

Attention was called to the following footnote of the 1975-76 Holiday Schedule and Vacation Allowance of The University of Texas at Austin on Page A-16:

"Those employees who wish to observe a religious holiday in addition to those listed above may do so by working on April 16, 1976, or by taking a vacation day."

It was authorized that this footnote be added to the list of holidays for 1975-76 for all of the other component institutions of The University of Texas System.

It was ordered that any item included in this Docket that is normally published in the catalogs of the various institutions be reflected in the first catalog published hereafter by the respective institution.

2. U. T. System: Lower Tuition Fees Authorized for Certain Foreign Students in Accordance with H. B. No. 785, 64th Leg., R. S., 1975 (Catalog Change). --In accordance with Section 54.051, Texas Education Code, as amended by H. B. No. 785, 64th Leg., R. S., 1975, and upon recommendation of System Administration, specific lower fees for foreign students based on the individual demonstration of financial need were authorized in accordance with the rules and policies of the Coordinating Board, Texas College and University System. It was understood that each institution would provide the necessary procedures for determining individual financial need for foreign students who might file applications for the lower rates.

This action is interpreted to mean that:

- a. Foreign students who enrolled prior to June 19, 1975, will be charged the fees previously in effect. (At academic institutions, \$14 per semester credit hour but not less than \$200 per semester or 12-week summer session and not less than \$100 per 6-week summer term. At medical and dental institutions, \$800 per academic year of 12 months.)

b. Foreign students enrolled for the first time after June 19, 1975

- (1) In an academic institution, and who are citizens of a country that charges citizens of the United States tuition at publicly funded academic institutions an amount equal to or less than \$200 per semester shall be charged \$14 per semester hour but not less than \$200 per semester or 12-week summer session and not less than \$100 for a 6-week summer term.
- (2) At a medical or dental institution, and who are citizens of a country that charges citizens of the United States tuition at publicly funded medical or dental institutions an amount equal to or less than \$800 per academic year of 12 months or comparable period, shall be charged \$800 per academic year of 12 months.

c. Foreign students enrolled for the first time after June 19, 1975

- (1) At an academic institution, who are citizens of a country that charges citizens of the United States tuition at publicly funded academic institutions more than \$200 per semester, or
- (2) At a medical or dental institution, who are citizens of a country that charges citizens of the United States tuition at publicly funded medical or dental institutions more than \$800 per 12-month academic year or comparable period,

shall be charged the same tuition as required of other non-resident students (\$40 per semester credit hour at academic institutions and \$1,200 per academic year of 12 months at medical or dental institutions), except where financial need is demonstrated, lower fees may be charged, which lower fees shall be

- (1) At academic institutions, not less than \$14 per semester credit hour and not less than \$200 per semester or 12-week summer session, or \$100 for a 6-week summer term,
- (2) At medical or dental institutions, not less than \$800 per academic year of 12 months.

It was ordered that the next published catalogs of the various institutions be conformed to this action.

3. U. T. Austin: Appointment of (1) Robert S. Schechter to Ernest J. Cockrell, Jr. Professorship in Engineering Effective September 1, 1975, and (2) Dr. Juarez Rubens Brandão Lopes to Tinker Chair as Visiting Professor of Latin American Studies for 1976 Spring Semester. -- Upon recommendation of President Rogers, concurred in by System Administration, the following appointments at The University of Texas were approved:
- a. Mr. Robert S. Schechter to the Ernest J. Cockrell, Jr. Professorship in Engineering effective September 1, 1975.
 - b. Dr. Juarez Rubens Brandão Lopes to Tinker Chair as Visiting Professor of Latin American Studies for 1976 Spring Semester. (The details of this appointment will be reported in a subsequent Docket.)
4. U. T. Austin: Memorandum of Understanding Among the Board of Regents; Veterans Administration Center, Temple, Texas; Veterans Administration Hospital, Waco, Texas; and Veterans Administration Hospital, Marlin, Texas (Department of Speech Communication). -- Upon the recommendation of President Rogers, concurred in by System Administration, the Memorandum of Understanding among the Board of Regents; Veterans Administration Center, Temple, Texas; Veterans Administration Hospital, Waco, Texas; and Veterans Administration Hospital, Marlin, Texas (as set forth on Pages 11 - 13) was approved.

The Chairman of the Board of Regents was authorized to execute this agreement when it had been approved as to content by the Deputy Chancellor and the Associate Deputy Chancellor for Academic Affairs and as to form by Attorney Waldrep.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
FOR AND ON BEHALF OF THE UNIVERSITY OF TEXAS AT AUSTIN
AND
VETERANS ADMINISTRATION CENTER, TEMPLE, TEXAS
VETERANS ADMINISTRATION HOSPITAL, WACO, TEXAS
VETERANS ADMINISTRATION HOSPITAL, MARLIN, TEXAS
(SPEECH PATHOLOGY AND AUDIOLOGY)

This cooperative relationship is entered into this _____ day of _____, 1975 between the Veterans Administration Center, Temple, Texas; Veterans Administration Hospital, Waco, Texas, and Veterans Administration Hospital, Marlin, Texas, and The Board of Regents of The University of Texas System, for and on behalf of The University of Texas at Austin, hereinafter referred to as "University," is agreed to for purposes of education and training. The Veterans Administration retains full responsibility for the care of patients, including all administrative and professional responsibility for the clinical portion of the program conducted at the Veterans Administration facilities.

The University agrees:

1. To be responsible for the educational program of students assigned to the Veterans Administration facilities and for selection and assignment of students in accord with agreed-to schedules and work assignments.
2. To provide necessary assurance or evidence of acceptable health levels of and liability insurance coverage for assigned students and instructors.
3. To be responsible for the proper conduct of students and instructors during their tours of duty at the VA facilities as governed by the rules and regulations of the VA.
4. To the provision that it does not and will not discriminate against any employee or applicant for employment or registration in the course of study because of race, color, creed, sex, or national origin.

The Veterans Administration facilities agree:

1. To provide, insofar as possible, laboratory and practicum instruction and facilities to the students during the agreed-to tours of rotation.
2. To provide necessary orientation, administrative guides and procedures, and other media deemed essential to the conduct of the work experience.
3. To maintain administrative and professional supervision of students insofar as their presence affects the operation of the Veterans Administration and/or the direct or indirect care of patients.


Mutual Terms:

1. Acceptable schedules and work assignments developed will not interfere with the primary mission of the Veterans Administration.
2. Instructors and hospital staff supervisors will evaluate performance in accordance with published curricula guidelines.
3. An annual review of programs and policies will be made.
4. The criteria contained in M-3, Part II, will apply in carrying out the provisions of this agreement.


9-12-75

13


5. Either party may terminate this Memorandum of Understanding upon notice to the other six months in advance of the next training experience.



V. J. BELDA
Director
Veterans Administration Center
Temple, Texas



J. L. BRANNAN
Director
Veterans Administration Hospital
Waco, Texas



A. N. LONGFIELD, M.D.
Director
Veterans Administration Hospital
Marlin, Texas

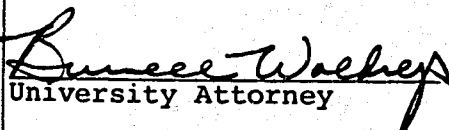
ATTEST:

Secretary

Chairman, Board of Regents of
The University of Texas System

APPROVED AS TO FORM:

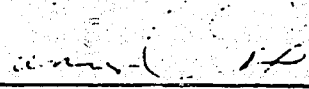
APPROVED AS TO CONTENT:



University Attorney



Deputy Chancellor



Associate Deputy Chancellor
for Academic Affairs

5. U. T. Austin: Appropriation from Available University Fund for Cataloging Volumes in the Harry Ransom Center and General Library. -- President Rogers recommended, and System Administration concurred, that an appropriation of \$438,000 be authorized from the Available University Fund to the Harry Ransom Center and General Library of The University of Texas at Austin for the purpose of cataloging during 1975-76 and that a concept of providing for a comparable level and effort be made for the fiscal years 1976-77 and 1977-78. This recommendation was adopted by unanimous vote. It is estimated that this appropriation will provide funds for cataloging about 100,000 volumes of the remaining 300,000 to be cataloged in the Harry Ransom Center.

6. U. T. Austin: Appropriation from Available University Fund to the Center for Energy Studies for 1975-76. -- Authorization was given to appropriate \$200,000 from the Available University Fund to the Center for Energy Studies at The University of Texas at Austin for 1975-76. It was noted that \$100,000 had been appropriated by the 64th Legislature for each year of the 1975-77 biennium, making a total budget of \$300,000 for 1975-76, which budgetary level was used for the Center's financial and personnel planning. President Rogers justified her recommendation on the performance of the Center for Energy Studies during its first full year which has reflected a commendable level of effort and has resulted in the acquisition of \$2,000,000 in outside grants.

7. U. T. El Paso: Memorandum of Agreement with William Beaumont Army Medical Center (Field of Educational Psychology and Guidance). -- The affiliation agreement on Pages 14 - 18 between the Board of Regents, for and on behalf of The University of Texas at El Paso, and William Beaumont Army Medical Center, El Paso, Texas, was authorized. This agreement provides for the use of the Army Medical Center's facilities in the field of Educational Psychology and Guidance. There presently exists a similar agreement involving students in the Department of Psychology, but this agreement designates the Department of Educational Psychology and Guidance.

The Chairman of the Board of Regents was authorized to execute the Memorandum of Agreement when it had been approved as to form by a University attorney and as to content by the Deputy Chancellor and the Assistant to the Chancellor for Academic Affairs (position is now called Associate Deputy Chancellor for Academic Affairs).

MEMORANDUM OF AGREEMENT

I. BACKGROUND

1. The administrators of the Educational Psychology and Guidance Program of the College of Education of The University of Texas at El Paso, have established an approved professional program of special training in preparation for a Master's level Program of Educational Psychology and Guidance. The Program requires clinical facilities where the

graduate student can obtain the field learning experience required in the curriculum.

2. The United States Army medical facility, William Beaumont Army Medical Center, El Paso, Texas, has the needed field facilities for Educational Psychology and Guidance trainees at the Educational Psychology and Guidance Program of the College of Education of The University of Texas at El Paso, to obtain part of the clinical learning experience required. It is to the benefit of the Educational Psychology and Guidance Program of the College of Education of The University of Texas at El Paso, for Educational Psychology and Guidance trainees to use the clinical facilities of the United States Army medical facility, William Beaumont Army Medical Center, to obtain their field learning experience.

3. The United States Army medical facility, William Beaumont Army Medical Center, and the Department of the Army will benefit from making clinical facilities available to the Educational Psychology and Guidance trainees of the College of Education of The University of Texas at El Paso. The Army will obtain the trainees' clinical learning experience while contributing to the educational preparation of a future supply of Psychologists.

4. Trainees, during clinical training at the Army medical facility, will be under the jurisdiction of facility officials for training purposes and will follow facility rules.

5. This affiliation is controlled by and subject to 5 U.S. Code, Section 5352-6, 8144, 8331-2, and AR 351-24.

II. UNDERSTANDING

1. The U.S. Army medical facility will:
 - a. Make available the clinical and related facilities needed for the field learning experience in Educational Psychology and Guidance by graduate students enrolled in the basic professional education Psychology and Guidance program at the Educational Psychology and

Guidance Program of the College of Education of The University of Texas at El Paso, and who are designated by the Educational Psychology and Guidance Program of the College of Education of The University of Texas at El Paso for such learning experience under the supervision of the Educational Psychology and Guidance Program of the College of Education of The University of Texas at El Paso.

b. Arrange clinical learning experience schedules that will not conflict with those of the educational institutions.

c. Designate the Chief, Psychology Service, William Beaumont Army Medical Center, to coordinate the trainees' field learning experience. This will involve planning with faculty or staff members for the assignment of trainees to specific cases and experiences, including their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the facility.

d. Provide, whenever possible, in connection with the trainees' field learning experience, reasonable classroom, conference room, office, and storage space for participating trainees and their faculty or staff supervisors, if assigned, 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 Educational Psychology and Guidance Program of the College of Education of The University of Texas at El Paso.

2. The Educational Psychology and Guidance Program of the College of Education of The University of Texas at El Paso will:

- a. Provide the Commander of the facility with the number of trainees to be assigned, the dates and hours they will be assigned, and the clinical service to which they will be assigned, by the beginning of each training period.
- b. Where indicated and upon mutual agreement, provide faculty or staff members to assume the responsibility for instruction and supervision of the trainees' clinical learning experiences.
- c. Have the faculty or staff member, if any, coordinate with designated Medical Service Corps officers, the assignment that will be assumed by the trainees while participating in their field learning experience, and their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the facility.
- d. Provide and maintain the personal records and reports necessary for conducting the trainees' field learning experience.
- e. Enforce rules and regulations governing trainees that are mutually agreed on by the non-Federal institution and the facility.
- f. Be responsible for health examinations and such other medical examinations and protective measures as the facility and non-Federal institution mutually find to be necessary.
- g. Prohibit the publication by the trainees and faculty or staff members of any material relative to their clinical learning experience that has not been approved for release for publication by the Army medical facility and the Education Psychology and Guidance Program of the College of Education of The University of Texas at El Paso and William Beaumont Army Medical Center.

III. TRAINING

The training period shall coincide with the academic semester schedule of the Educational Psychology and Guidance Program of the College of Education of the University of Texas at El Paso. This agreement may be terminated by either institution or an individual trainee by written notification to all concerned. Except under unusual conditions, such information will be submitted prior to the beginning of a particular training period.

EXECUTED by the parties on _____, 1975.

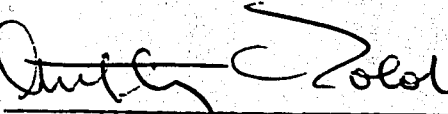
ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

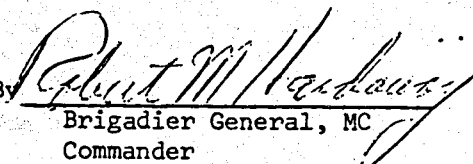
Secretary, Board of Regents of The University of Texas System

By _____ Chairman

ATTEST:



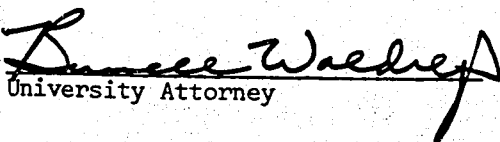
Chief, Clinical Facilities
William Beaumont Army Medical Center

By 

Brigadier General, MC
Commander

Approved as to Form:

Approved as to Content:



University Attorney



Deputy Chancellor for Administration

Assistant to the Chancellor for Academic Affairs

- 8. U. T. San Antonio: Student Use Fee Authorized. --To aid in the funding of additions, improvements, repairs and rehabilitation for The University of Texas at San Antonio, President Flawn recommended, and System Administration concurred, that a student use fee of \$4 per semester credit hour be levied. This recommendation was adopted to be effective with the 1976 Fall Semester.

It was ordered that the next published catalog of The University of Texas at San Antonio be conformed to this action.

REPORT OF BUILDINGS AND GROUNDS COMMITTEE (Pages 19 - 33). -- The Buildings and Grounds Committee conducted its business in open session, and Committee Chairman Bauerle filed the following report of the Committee. The report was approved upon a motion duly made and seconded, and the actions therein were ratified.

1. U. T. Arlington - Activities Building: Award of Contract for Folding Seating to Kirby Building Specialties, Inc., San Antonio, Texas. -- Upon recommendation of President Nedderman and System Administration, a contract was awarded to the low bidder, Kirby Building Specialties, Inc., San Antonio, Texas, for the folding seating in the Activities Building at The University of Texas at Arlington as set out below:

Base Proposal "A" (Folding Seating)	\$ 21,475
Add Alternate #1 to Base Proposal "A" (Integral Trucks)	<u>942</u>
	<u>\$ 22,417</u>

It was noted that the funds necessary to cover this contract award are available in the Furniture and Equipment Account for this project.

2. U. T. Austin - Addition to Art Building: Award of Contracts for Furniture and Furnishings to Abel Contract Furniture and Equipment Company, Inc., Austin, Texas; Kewaunee Scientific Equipment Company, Inc., Statesville, North Carolina; and Clegg-Austin Company, Inc., Austin, Texas. -- The Administration reported that with respect to the bids for the Furniture and Furnishings for the Addition to the Art Building at The University of Texas at Austin, bids submitted by Brodhead-Garrett Company were invalid and nonresponsive in that the Base Proposal "A" bid did not include all items and bids for Base Proposal "B" and "C" were qualified; neither qualification is responsive to the requirements stated in the call for bids in that the method of payment as stated in the specifications is altered and the bidder would not agree to the liquidated damages clause.

The Administration further reported that all bids received on Base Proposal "D" exceed the funds available for this project and that since other action could be taken to fulfill the furniture requirements represented in this package, it was not necessary or advisable to make this award.

Following this report, and upon the recommendation of President Rogers and System Administration, all bids from Brodhead-Garrett Company, Cleveland, Ohio, and all bids for Base Proposal "D"

were rejected; and the following contract awards were made within funds available for this project:

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

Base Proposal "A"
(General Furnishings) \$ 89,497.00

Kewaunee Scientific Equip-
ment Company, Inc.
Statesville, North Carolina

Base Proposal "C"
(Lab-Studio Tables) 39,604.00

Clegg-Austin Company, Inc.
Austin, Texas

Base Proposal "E"
(Library Technical) 4,852.82

Total Contract Awards \$ 133,953.82

It was noted that there were no bids for Base Proposal "B" of this project other than the invalid bid of Brodhead-Garrett Company.

3. U. T. Austin - Social Science and Humanities Library: Named Perry-Castañeda Library. --A review was received of the accomplishments and activities of Professor Ervin S. Perry, the first Black to be appointed to the academic rank of professor at U. T. Austin, and Professor Carlos E. Castañeda, who played a central role in the early development of the Latin American Collection at U. T. Austin and beginning in 1927 in the History Department he rose through the ranks to become a full professor in 1946.

In an effort to recognize the contributions of these early distinguished Black and Mexican/American faculty members and to express the University's lasting commitment to educational opportunities for all Texans, President Rogers, concurred in by System Administration, recommended that the Social Science and Humanities Library at The University of Texas at Austin be named the Perry-Castañeda Library in honor of Professor Ervin S. Perry and Professor Carlos E. Castañeda. This recommendation was approved by unanimous vote.

For the record, below is a précis of each of these distinguished gentlemen:

Dr. Ervin S. Perry, a specialist in Civil Engineering, received both his M. S. and Ph. D. degrees from U. T. Austin. He taught and directed research in the College of Engineering from 1964 until his untimely death in 1970. Professor Perry's technical contributions are reflected by his numerous publications, and the honors he received during his six years at the University are

representative of his many contributions to the engineering profession. Among his honors were membership in: Chi Epsilon, Tau Beta Pi, Sigma Xi and Phi Kappa Phi. He received the Distinguished Graduate Award from Prairie View A & M in 1966; he was a Fellow in the Ford Foundation Academic Administration Internship Program 1967-68; and was named "Young Engineer of the Year - 1970" by the National Society of Professional Engineers. Lastly and importantly, he was deeply respected by students and admired by his colleagues.

Dr. Carlos E. Castañeda, after earning his three degrees from The University of Texas at Austin, began his career as Latin American Librarian in 1927 and continued his career at U. T. Austin with brief leaves until his death in 1958. Professor Castañeda wrote twelve books, edited and translated seven books, and published numerous articles and reviews. He served on six special Committees for the purchase of special Latin American Collections and was honored by Mexico, Argentina, and France for his professional accomplishments. Dr. Castañeda brought international distinction to The University of Texas at Austin.

4. U. T. Austin - Texas Union West: Award of Contracts for Furniture and Furnishings to Abel Contract Furniture and Equipment Company, Inc., Austin, Texas, and San Antonio Floor Finishers, Inc., San Antonio, Texas. --Upon recommendation of President Rogers and System Administration, contracts were awarded for the furniture and furnishings of the Texas Union West at The University of Texas at Austin to the low bidders as set out below:

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

Base Proposal "A" (General Furniture)	\$ 55,283.45	\$ 55,283.45
--	--------------	--------------

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

Base Proposal "B" (Carpet)	104,665.00	
-------------------------------	------------	--

Add Alternates

No. 1	15,236.00	
No. 2	<u>2,361.00</u>	<u>122,262.00</u>

Total Contract Awards		<u>\$ 177,545.45</u>
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It was noted that the funds necessary to cover these contract awards are available in the Furniture and Equipment Account for this project.

5. U. T. Austin - Townes Hall (Law School Building): Authorization for Project for Alterations and Additions; Appointment of Jessen Associates, Inc., Austin, Texas, Project Architect, with Authorization to Make Preliminary Studies and Cost Estimates for Expansion to Accommodate Present Enrollment, to Make Preliminary Studies and Cost Estimates for Expansion to Accommodate Possible Increases in Enrollment, and to Prepare Preliminary Plans, Outline Specifications and Cost Estimates for the Project; Appropriation for the Above-Described Architectural Work; Authorization to Execute a Contract with the Project Architect Covering the Above-Described Work; and Cancellation of All Previous Board Action with Regard to this Project. --Upon recommendation of President Rogers and System Administration, the following resolution was adopted with respect to Townes Hall (Law School Building) at The University of Texas at Austin:

BE IT RESOLVED by the Board of Regents of The University of Texas System (1) That a project for the construction of alterations and additions to Townes Hall (the Law School building) at The University of Texas at Austin be approved;

(2) That Jessen Associates, Inc., Austin, Texas, be appointed Project Architect for the work;

(3) That the Project Architect be authorized and directed to make preliminary studies and cost estimates for alterations and additions to Townes Hall that will provide adequate and appropriate space for the Law School's present number of students (approximately 1,652) and to make preliminary studies and cost estimates for alterations and additions to Townes Hall that will provide adequate and appropriate space for a possible increase in the Law School's present enrollment;

(4) That the Project Architect be authorized and directed to present the above-described preliminary studies and cost estimates to the Board of Regents for its consideration and action at the earliest practicable time;

(5) That the Project Architect be authorized and directed to prepare Preliminary Plans, Outline Specifications, and Cost Estimates for the project after its scope has been established by the Board of Regents;

(6) That subject to the applicable provisions of the Regents' Rules and Regulations, The University of Texas at Austin General Faculty Building Committee, a Law School Building Advisory Committee to be appointed by the President of The University of Texas at Austin, and the Office of Facilities Planning and Construction be authorized and directed to consult and work with the Project Architect in the making and preparation of the above-described preliminary studies and Preliminary Plans;

(7) That the initial Project Cost of the alterations and additions to Townes Hall be established at Ten Million Dollars (\$10,000,000), with the understanding that the amount of the Project Cost may hereafter be changed and amended by the Board of Regents after its receipt from the Project Architect of the above-described preliminary studies and cost estimates;

(8) That the sum of One Hundred Fifty Thousand Dollars (\$150,000) be appropriated to pay for architectural fees and related expenses (such as, topographic and foundation surveys) incurred in the making and preparation of the above-described

- preliminary studies and Preliminary Plans;
- (9) That the aforesaid sum of One Hundred Fifty Thousand Dollars (\$150,000) be appropriated from Interest Earned on Permanent University Fund Bond proceeds and from General Revenue Funds appropriated in the General Appropriations Bill (S. B. 52) by the Sixty-Fourth Legislature for the support and benefit of The University of Texas at Austin, and the Deputy Chancellor of The University of Texas System be authorized to designate from which source of funds, and in what amounts, payments for said architectural fees and related expenses are to be made;
- (10) That the Chairman of and the Secretary to the Board of Regents be authorized and directed to execute the following Contract with the Project Architect, which Contract has been approved by the System Law Office and the Deputy Chancellor; and
- (11) That this Resolution cancels, supersedes, and entirely replaces any and all actions heretofore taken by the Board of Regents with respect to the construction of any alterations and additions to Townes Hall.

AGREEMENT BETWEEN THE BOARD OF REGENTS, THE UNIVERSITY OF TEXAS SYSTEM, OWNER, AND JESSEN ASSOCIATES, INC., AUSTIN, TEXAS, PROJECT ARCHITECT

THIS AGREEMENT made the _____ day of September, 1975, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, AUSTIN, TEXAS, hereinafter called the Owner and JESSEN ASSOCIATES, INC., AUSTIN, TEXAS, hereinafter called the Project Architect.

WITNESSETH, that whereas the Owner intends to have made and constructed certain Alterations and Additions to Townes Hall (the Law School Building) located on the Campus of The University of Texas at Austin,

NOW, THEREFORE, the Owner and the Project Architect, for the consideration hereinafter named, agree as follows:

The Project Architect agrees to perform, for the above-named work, professional services as hereinafter set forth and the Owner agrees to pay the Project Architect for such services a fee in accordance with the terms and conditions hereinafter stated.

The parties hereto further agree to the following conditions:

1. The Project Architect's Services.--The Project Architect will be furnished a general description and program requirements of the Project and an estimated maximum project cost to be used in the preparation of preliminary designs. Before beginning the preparation of preliminary plans and specifications (Design Development Phase), the Project Architect shall carefully review the schematic studies, program, and estimated maximum project cost and shall certify in writing to the Owner his concurrence in same unless this requirement of concurrence is waived in writing by the Owner.

The Project Architect shall prepare from the approved schematic studies and program, the Design Development Documents consisting of plans, elevations, and other drawings, and outline specifications, to fix and illustrate the size and character of the entire Project in its essentials as to kinds

of materials, type of structure, mechanical and electrical systems and such other work as may be required. The Architect shall prepare from the approved Design Development Documents, Working Drawings and Specifications setting forth in detail the work required for the architectural, structural, mechanical, electrical, service-connected equipment, and site work, and the necessary bidding information, General Conditions of the Contract, and Supplementary General Conditions of the Contract, and shall assist in the drafting of Proposal and Contract Forms.

The Project Architect shall employ and pay a recognized and specialized company acceptable to the Owner to prepare a full scope and detailed Cost Quantity Survey of the construction Project on a form acceptable to the Owner. Said Survey shall be made at an appropriate time during the working drawing stages whereby the construction cost of the project is affirmed by the Project Architect to the Owner in writing.

The Project Architect shall assist the Owner in obtaining proposals from Contractors and in awarding and preparing Construction Contracts. He shall check and approve samples, schedules, shop drawings, and other submissions only for conformance with the design concept of the Project and for compliance with the information given by the Contract Documents, prepare change orders and assemble written guarantees required of the Contractors.

The plans, specifications, and drawings for the entire Project as herein described, shall be so prepared that same will call for the construction of the building and related facilities together with its built-in permanent fixtures and equipment which will cost not more than Ten Million and no/100 Dollars (\$10,000,000.00).

In the event the lowest acceptable bid received for the Project exceeds the above amount, then the Project Architect, without charge to the Owner, shall make revisions to the drawings and specifications as may be necessary to bring the cost of the Project within the above stipulated amount; or Owner, at his option may elect to award the construction contract for a larger amount with the architectural fee paid only on the stipulated amount.

2. Payments.--The Owner agrees to pay the Project Architect for his services as such a fee of six percent (6%) of the Owner's cost of the Project whether covered by one or more Contracts, which fee shall not exceed Six Hundred Thousand and no/100 Dollars (\$600,000.00), to be paid as follows:

Upon completion of the preliminary plans and outline specifications a sum equal to one percent (1%) of the total estimated cost of the Project will be paid the Project Architect.

Upon substantial completion of final plans and specifications (75% completion as verified by the Office of Facilities Planning and Construction) a sum sufficient to increase the payments to three and one-half percent (3½%) of the total estimated cost of the project will be paid the Project Architect.

Upon completion and acceptance of specifications and working drawings and the letting of the contracts for the construction of the Project, a sum sufficient to increase the payments to four and one-half percent (4½%) of the total cost of the Project computed upon the accepted or lowest bona fide bid or bids, provided that in the event there should be a delay of sixty (60) days or more between the completion and acceptance of the plans and the taking of bids or the awarding of a Contract, then the payment shall be made on the basis of the estimated cost of the Project as stated in Section 1 above, the remaining one and one-half percent (1½%) payable monthly in proportion to the work performed by the Contractor.

The Owner shall from time to time during the execution of work and in proportion to the amount of work performed by the Contractors make payments on account of the fee under this Article until the total fee as provided herein has been paid.

No deduction shall be made from the Project Architect's fee on account of penalty, liquidated damages, or other sums withheld from payments to the Contractors.

It is further agreed and understood that in the event the Owner decides not to proceed with the erection of these improvements at the site specified, or at any other site, that upon the acceptance of the plans and specifications, the Owner will be obligated to pay the said Project Architect the sum of \$450,000.00, which represents four and one-half percent (4½%) of the estimated cost of the Project as stated in Section 1, above, which said sum the Project Architect agrees to accept in full settlement of all claims for services rendered under this Contract.

The Project Architect shall be compensated for extra work, when authorized by letter, at two and one-half (2½) times direct salary cost plus twenty dollars (\$20.00) per hour for principals.

3. Survey, Borings, and Tests.--The Owner shall, so far as the work under this Agreement may require, furnish the Project Architect with the following information: a complete and accurate survey of the building site giving the grades and lines of streets, pavements, and adjoining properties; the rights, restrictions, easements, boundaries, and contours of the building site; and full information as to sewer, water, gas, and electrical service. The Owner is to pay for boring or test pits and for other tests when required.

4. Ownership of Documents.--Drawings and specifications as instruments of service shall be considered by the Owner as the property of the Project Architect whether the work for which they are made be executed or not. They are not to be used by the Project Architect on any other project except by agreement in writing. The Project Architect shall, at his own expense, deliver to the Owner six complete printed copies as requested of all plans, drawings and specifications of every character made or furnished in connection with the work, which copies shall become the property of the Owner. The Project Architect shall also furnish for the purpose of securing proposals for construction, as many as fifty (50) additional sets of plans and specifications without cost to the Owner. Any additional sets of plans and specifications requested by the Owner for his own use or record shall be furnished by the Project Architect without cost to the Owner other than the direct expense of producing the copies.

5. Consultants.--It is agreed and understood that the Project Architect will have associated with him experienced and qualified personnel for the design of the structural engineering and mechanical and electrical equipment necessary for the complete structure, and for the preparation of the landscape plan necessary for the complete Project. The Owner reserves the right to reject any of such persons the Owner may deem not qualified or competent to render such service. It is understood that such pay or compensation as will be required to be paid to these persons shall be paid by the Project Architect out of the fees provided for in this Contract, and the Owner accepts no responsibility whatsoever to any such associates.

6. Successors and Assignments.--The Owner and the Project Architect each binds himself, his partners, successors, executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators, and assigns of such other party in respect of all covenants of this Agreement.

Except as noted above, neither the Owner nor the Project Architect shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

7. Statutory Inclusions.--The Project Architect will be held responsible to include into the designs and construction details the full content of statutory provisions for handicapped persons all as contained in Senate Bill 111, Acts of the 61st Legislature.

8. Supervision.--The Project Architect, and his engineer, shall supervise the construction of the entire work to such an extent as may be necessary to ascertain whether the work is being executed in conformity with the Contract Documents including all mechanical work; make recommendations on materials and built-in equipment; check and report on Contractor's proposals in connection with changes in the Contract, and approve certificates of payment. A principal of the firm shall make visits to the Project not less than twice each month, and, when conditions require, he shall be required to make more frequent visits to the site to fully instruct the Contractors and pass upon merits of material and workmanship.

It is further agreed and understood that field supervision will be furnished by the Owner, subject to the Owner's established procedures and the cost of such supervisory personnel will be paid directly by the Owner.

9. Limitation of Contract.--Notwithstanding the foregoing, it is further agreed and understood that the Architect is not to proceed beyond the preliminary plan and outline specification stage (Design and Development Phase) until written authorization to proceed has been furnished by the Owner. The fee for this phase of the work shall be a sum equal to one percent (1%) of the total estimated construction cost of the Project as stated in Article 1.

10. It is understood and agreed that in connection with the preparation of plans and specifications for the Alterations and Additions to Townes Hall, the Project Architect will be requested and required to make certain preliminary studies and cost estimates for facilities that will provide adequate and appropriate space for various levels of law school enrollment, and it is agreed that such preliminary studies and cost estimates shall be considered extra work under this contract. Such extra work will be more fully described and specifically authorized by letter from the Owner; however, it is agreed that with respect to the extra work described in this paragraph, the Project Architect may make periodic claims for payment for completed increments of such extra work and Owner will pay such claims promptly upon receipt and upon verification of their accuracy.

The Owner and Project Architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this Agreement, as of the day and year first above written.

ATTEST:

THE BOARD OF REGENTS OF
THE UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Chairman, Board of Regents

ATTEST:

FIRM OF JESSEN ASSOCIATES, INC.

APPROVED AS TO CONTENT:

By _____
APPROVED AS TO FORM:

Director of Office of Facilities
Planning and Construction, The
University of Texas System

University Attorney

6. U. T. Austin - Addition to Robert A. Welch Hall: Inscription on Plaque. --Approval was given to the following inscription to be placed on the plaque of the Addition to Robert A. Welch Hall at The University of Texas at Austin. This inscription follows the standard pattern approved by the Board of Regents at its meeting held on October 1, 1966:

ADDITION TO ROBERT A. WELCH HALL

1974

BOARD OF REGENTS

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

Charles A. LeMaistre, M. D.,
 Chancellor, The University
 of Texas System
 Lorene L. Rogers, President
 ad interim, The University
 of Texas at Austin

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

Wyatt C. Hedrick, Architects and
 Engineers, Inc., Project
 Architect
 Manhattan Construction Company,
 Contractor

7. U. T. El Paso - Renovation of Cotton Memorial Building for Classrooms: Authorization for Project; Appointment of Davis and Whelchel, Architects & Engineers, El Paso, Texas, Project Architect; and Appropriation Therefor. --Approval was given to the following recommendations of President Templeton, concurred in by System Administration:

- a. That the Cotton Memorial Building at The University of Texas at El Paso be renovated for classroom use by the Mass Communications Department at a total project cost estimated by U. T. El Paso Administration to be \$646,000. The Art Department is moving from the Cotton Memorial Building to the new Fine Arts Building, and the space needs to be renovated before it is again occupied.
- b. That a project architect be appointed with authorization to prepare preliminary plans and outline specifications to be presented to the Board of Regents at a future meeting. The Committee appointed the firm of Davis and Whelchel, Architects & Engineers, El Paso, Texas, Project Architect.
- c. That \$565,000 be appropriated from proceeds of Combined Fee Revenue Bonds and \$81,000 from proceeds of Permanent University Fund Bonds for this project.

8. U. T. El Paso - Library Annex: Authorization for Project; Appointment of Davis and Whelchel, Architects & Engineers, El Paso, Texas, Project Architect; and Appropriation Therefor. --To alleviate a need for additional space in the Library Building on the campus of The University of Texas at El Paso, authorization was given to construct a Library Annex at a total estimated project cost of \$725,000. This Library Annex will consist of approximately 25,000 square feet of open space with double-tiered stacks, providing nearly 40,000 square feet for book shelving.

For this project (a) the firm of Davis and Whelchel, Architects and Engineers, El Paso, Texas, was appointed Project Architect with authorization to prepare preliminary plans and outline specifications to be presented to the Board of Regents at a future meeting; and (b) the sum of \$725,000 was appropriated from proceeds of Permanent University Fund Bonds.

9. U. T. Permian Basin - Water (Untreated) Sources: Award of Contract to Claude Prater Company and Miles Cottingham Company, a Joint Venture, San Angelo, Texas. --The bids for the construction contract for the Untreated Water Distribution Piping System on the campus of The University of Texas of the Permian Basin were received together with the Administration's recommendation. This distribution system is from a tap of the Colorado River Municipal Water District line located just North of the campus and will permit future installation of irrigation systems in any required area of the campus. During consideration of the bids, Chairman Shivers inquired if the low bidder had met specifications and had filed a bond. The Chairman had received a call from another bidder alleging that Claude Prater Company, et al, had not met the specifications. In response thereto, Mr. Kristoferson, Director of the Office of Facilities Planning and Construction, affirmed that the company had met the specifications and had filed a bond and that he knew no reason why the company should be disqualified.

The recommendation of President Cardozier and System Administration was approved as follows:

Base Bid	\$ 309,000
Add Alternates:	
No. 1 (Northeast Quadrant Piping)	37,500
No. 2 (Southeast Quadrant Piping)	<u>28,000</u>
Total Contract Award	<u>\$ 374,500</u>

A revised total project cost of \$486,578 was authorized within previously appropriated funds to cover the construction contract award, pumping equipment, Colorado River Municipal Water District service pipeline connection fee in the amount of \$22,172, fees and miscellaneous expenses.

10. U. T. San Antonio - Phase I Site Development (Including Parking Areas, Campus Entrance and Service Roads, Walks and Plazas, Outdoor Recreation Facilities, Landscaping, Etc.) - Second Segment: Award of Additive Alternates Nos. 1, 2, 3 and 4 to Contract Awarded July 25, 1975, with Roma Construction Company, Mission Contractors, Inc., and W. L. Hoffman Company, Inc., a Joint Venture, San Antonio, Texas; Authorization for Fountain; and Additional Appropriation Therefor. --With respect to the Phase I Site Development (Including Parking Areas, Campus Entrance and Service Roads, Walks and Plazas, Outdoor Recreation Facilities, Landscaping, Etc.) - Second Segment of The University of Texas at San Antonio, and upon recommendation of President Flawn and System Administration:

- a. Alternates Nos. 1, 2, 3 and 4 to the contract with Roma Construction Company, Mission Contractors, Inc., and W. L. Hoffman Company, Inc., a Joint Venture, San Antonio, Texas, were awarded as set out below:

Alternate No. 1			
Parking Lot No. 4		\$132,000	
Alternate No. 2			
West Paseo		171,000	
Alternate No. 3			
Landscape Planting		205,000	
Alternate No. 4			
Transit Terminal		<u>60,000</u>	<u>\$568,000</u>

The contract was originally awarded for this construction on July 25, but the contractor agreed to accept award of these additive alternates at the bid price for a period of 60 days after the bid opening on July 22, 1975.

- b. A total project cost for award of these alternates, fees and miscellaneous expenses was authorized at \$601,375.
- c. The Office of Facilities Planning and Construction was authorized to proceed with the installation of the central plaza fountain (underground piping and catch basins for which were included in the construction contract award of July 25, 1975) by negotiated change order to the existing contract or by separate procurement, whichever is most advantageous to the University, at an estimated cost of \$55,000.
- d. To fund this project at a cost of \$656,375, it was authorized that an appropriation from Tuition Revenue Bond proceeds be advanced for this purpose with the understanding that this amount will be repaid from Building Use Fees to be collected beginning with the Fall semester of 1976.

11. U. T. San Antonio - Science Laboratories (Heretofore Called Additional Science Facility): Inscription on Plaque. --Approval was given to the following inscription to be placed on the plaque of the Science Laboratories (heretofore called Additional Science Facility) at The University of Texas at San Antonio. This inscription follows the standard pattern approved by the Board of Regents at its meeting held on October 1, 1966:

SCIENCE LABORATORIES

1974

BOARD OF REGENTS

<p>A. G. McNeese, Jr., Chairman Dan C. Williams, Vice-Chairman James E. Bauerle, D. D. S. Edward Clark Frank C. Erwin, Jr. Jenkins Garrett Mrs. Lyndon B. Johnson Joe T. Nelson, M. D. Allan Shivers</p>	<p>Charles A. LeMaistre, M. D., Chancellor, The University of Texas System Peter T. Flawn, President, The University of Texas at San Antonio Kunz Construction Company, Inc., Contractor</p>
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12. Dallas Health Science Center (Dallas Southwestern Medical School) - Physical Plant Warehouse Expansion: Award of Contract to The Birl V. Davis Company, Inc., Duncanville, Texas. --A construction contract for expansion of the Physical Plant Warehouse at the Dallas Southwestern Medical School of The University of Texas Health Science Center at Dallas in the amount of \$76,205 was awarded to the low bidder, The Birl V. Davis Company, Inc., Duncanville, Texas, upon recommendation of President Sprague and System Administration. This project provides approximately 7,000 square feet of pre-engineered metal building space for Central Receiving, Storage, and General Physical Plant Warehousing with an additional 4,000 square feet of adjacent concrete slab.

Approval was given to a total project cost of \$100,000 covering the construction contract award, mechanical and electrical equipment, utility connections and miscellaneous expenses. The funds for this project were appropriated at the meeting on July 25, 1975.

13. Galveston Medical Branch (Galveston Medical School) - Addition to Animal Facility: Authorization to Prepare Final Plans for Interior Finishing and Appropriation Therefor. --On June 5, 1975, the contract was awarded for the Addition to the Animal Facility at the Galveston Medical School of The University of Texas Medical Branch at Galveston. This contract provides for shelled-in space to be used for Basic Science Research until other facilities are available at which time it is planned that it will be modified for use as an animal facility.

Authorization was given:

- a. To finish the interior of the Addition to the Animal Facility and to request Louis Lloyd Oliver and Tibor Beerman

(Project Architect for the addition) to complete the final plans and specifications at an estimated construction cost of \$500,000.

- b. To the Office of Facilities Planning and Construction to negotiate with Fleetwood Construction Company, Inc. (the contractor for the construction of the Addition to the Animal Facility) for finishing the interior space or to take separate bids for this work, whichever appears more advantageous to the University. The results and recommended action will be presented to the Board of Regents at a future meeting.
- c. To appropriate \$30,000 from Galveston Medical Branch Unexpended Plant Funds to cover fees and miscellaneous expenses through the preparation of these final plans and specifications.

14. Galveston Medical Branch (Galveston Hospitals) - Partial Remodeling of Emergency Room and Related Areas (Phase I), John W. McCullough Outpatient Clinic: Contract Award to B and B Developers, Temple, Texas. --A construction contract for the Partial Remodeling of the Emergency Room and Related Areas (Phase I) of the John W. McCullough Outpatient Clinic at The University of Texas Medical Branch at Galveston was awarded to the low bidder, B and B Developers, Temple, Texas, in the amount of \$78,877.

It was noted that to maintain continued operation of the vital activities in the Emergency Room and related areas of this clinic, the authorized remodeling will necessarily be accomplished in several phases, this being the first phase. The construction contract award for this Phase I can be made within previously appropriated funds. (See Pages 46 and 47 of the November 1, 1974 Minutes - Capital Improvements for the Galveston Hospitals - for original authorization for project.)

15. Houston Health Science Center (Houston Medical School) - Phase III Building: Acceptance of Public Health Service (DHEW) Grant No. 06C-000019-01-0-PEC05. --From the Public Health Service, Department of Health, Education and Welfare, Grant No. 06C-000019-01-0-PEC05 in the amount of \$6,000,000 was accepted and appropriated toward the construction of the Phase III Building at the Houston Medical School of The University of Texas Health Science Center at Houston.
16. Houston Health Science Center (Public Health School): Easement to Houston Lighting and Power Company for Underground Electric Service and Pad Mounted Transformer Station. --To provide a common electric service point for the Public Health School Phase I and Phase II buildings at The University of Texas Health Science Center at Houston, Houston Lighting and Power Company, Houston, Texas, was granted an unobstructed easement 23 feet in width and 30 feet in length for a pad mounted transformer station and an unobstructed easement 10 feet in width and 147.5 feet in length for underground distribution under 3.692 acres of land in the D. W. C. Harris Survey, Harris County, Texas.

The Chairman of the Board of Regents was authorized to execute this document when it had been approved as to content by Deputy Chancellor Walker and as to legal form by a University attorney.

17. San Antonio Health Science Center - Expansion of Physical Plant Buildings (Connection of Buildings Nos. 1 and 2): Authorization for Project; Appointment of Phelps & Simmons & Garza in Association with Bartlett Cocke and Associates, Inc., San Antonio, Texas, Project Architect, and Appropriation Therefor. --System Administration reported on the need for additional space by the Physical Plant Department at The University of Texas Health Science Center at San Antonio. Existing shop functions are presently inadequately housed in the Physical Plant Buildings (Nos. 1 and 2), and other activities of the Department are temporarily located in the Medical School Building in space needed for teaching departments.

Whereupon, a recommendation of President Harrison and System Administration to expand the Physical Plant Buildings at The University of Texas Health Science Center at San Antonio by adding approximately 32,500 square feet of space (thereby connecting the two buildings) at an estimated total project cost of \$975,000 was adopted. This addition will provide the space necessary to expand and centrally locate the shop functions for building maintenance, carpentry, painting, supply storage, and the related activities of the Print Shop.

The firm of Phelps & Simmons & Garza in association with Bartlett Cocke and Associates, Inc., San Antonio, Texas, was appointed Project Architect with authorization to prepare preliminary plans and outline specifications to be presented to the Board of Regents at a future meeting.

To cover the anticipated cost of this project, the sum of \$975,000 was appropriated from San Antonio Health Science Center Unexpended Plant Funds.

18. San Antonio Health Science Center (San Antonio Medical School) - Renovation of Auditorium Sublevel: Authorization for Project; Appointment of Bartlett Cocke and Associates, Inc., in Association with Phelps & Simmons & Garza, San Antonio, Texas, Project Architect; and Appropriation Therefor. --System Administration reported that the approximately 22,000 square feet of space in the Sublevel of the Auditorium in the San Antonio Medical School Building of The University of Texas Health Science Center at San Antonio originally finished in 1969 to provide temporary space for the Dental School and Nursing School is now vacant and available for other purposes. A need exists for space to house Accounting, Payroll, Purchasing and other administrative activities now occupying space in the Medical School Building needed for teaching departments.

Authorization was given to renovate the Auditorium Sublevel and to appropriate \$880,000 from San Antonio Health Science Center Unexpended Plant Funds to cover the anticipated cost of the project.

The firm of Bartlett Cocke and Associates, Inc., in association with Phelps & Simmons & Garza, San Antonio, Texas, was appointed Project Architect with authorization to prepare final plans and specifications for this renovation to be presented to the Board of Regents for consideration at a future meeting.

19. San Antonio Health Science Center (San Antonio Medical School and San Antonio Dental School) - Expansion (Phases I, II and III): Approval of Preliminary Plans and Authorization to Prepare Final Plans. --The preliminary plans and specifications for the Expansion of The University of Texas Health Science Center at San Antonio (Phases I and II - S. A. Medical School Building; and Phase III - S. A. Dental School Building) were approved at an estimated total project cost \$16,964,758. The Project Architects, Bartlett Cocke and Associates, Inc., and Phelps & Simmons & Garza, San Antonio, Texas, were authorized to prepare final plans and specifications to be presented to the Board of Regents for consideration at a future meeting.

REPORT OF LAND AND INVESTMENT COMMITTEE (Pages 33 - 45). -- The following Report of the Land and Investment Committee (Pages 33 - 45) was submitted by Committee Chairman Clark, who stated that all actions had been taken in open session. Upon motion duly made and seconded, the report was adopted and the actions therein were ratified:

Though the Chairman of the Board of Regents has authority to execute any document authorized by the Board, either the Associate Deputy Chancellor for Investments, Trusts and Lands or the Deputy Chancellor for Administration may execute, unless otherwise indicated in the report, all necessary instruments authorized in this report that relate 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 and Special Fund when each has been approved as to form by a University attorney and as to content by an appropriate official.

A. INVESTMENT MATTERS

1. Report on Clearance of Monies to Permanent University Fund and Available University Fund. --The following report with respect to monies cleared by the General Land Office to the Permanent University Fund and Available University Fund for the current fiscal year through July 1975 was received from the Auditor, Auditing Oil and Gas Production and made a part of this Committee's report:

<u>Permanent University Fund</u>	<u>July, 1975</u>	<u>Cumulative This Fiscal Year</u>	<u>Cumulative Preceding Fiscal Year (Averaged)</u>
Royalty			
Oil	\$3,507,142.42	\$27,136,195.00	\$21,965,750.40
Gas - Regular	1,251,474.87	15,870,957.28	7,795,937.27
- F. P. C.	- 0 -	139,405.32	20.35
- Market Value Settlements	1,065,275.43	9,219,854.92	86,900.00
Water	24,873.83	125,011.93	184,174.98
Salt Brine	2,290.32	19,767.91	18,986.00
Rental on Mineral Leases	23,689.60	353,639.19	409,465.10
Rental on Water Contracts	2,180.00	21,319.43	69,376.56
Rental on Brine Contracts	100.00	400.00	183.37
Amendments and Extensions of Mineral Leases	82,035.00	195,029.25	242,638.33
	<u>5,959,061.47</u>	<u>53,081,580.23</u>	<u>30,773,432.36</u>
Bonuses, Mineral Lease Sales, (actual)	- 0 -	7,816,000.00	11,124,800.00
Total, Permanent University Fund	<u>5,959,061.47</u>	<u>60,897,580.23</u>	<u>41,898,232.36</u>
<u>Available University Fund</u>			
Rental on Easements	37,277.45	202,384.99	277,308.35
Interest on Easements and Royalty	85.31	19,450.68	2,622.29
Correction Fees - Easements	100.00	100.00	- 0 -
Transfer and Relinquishment Fees	450.45	5,557.60	5,862.89
Total, Available University Fund	<u>37,913.21</u>	<u>227,493.27</u>	<u>285,793.53</u>
Total, Permanent and Available University Funds	<u>5,996,974.68</u>	<u>61,125,073.50</u>	<u>42,184,025.89</u>
<u>Oil and Gas Development - July 31, 1975</u>			
Acreage Under Lease	727,110		
Number of Producing Acres	336,757		
Number of Producing Leases	1,496		

9-12-75

2. Permanent University Fund - Membership: Extension of Terms of Present Members. --The terms of the present members of the Permanent University Fund Investment Advisory Committee were extended for two additional years. The membership of this Committee is:

Expiration Date of Term

Mr. Dee Osborne	August 31, 1977
Mr. Roger Jenswold	August 31, 1978
Mr. Harold W. Hartley	August 31, 1979
Mr. Thomas B. McDade	August 31, 1980

Committee Chairman Clark extended an invitation to all members of the Board of Regents to attend the next meeting of the Investment Advisory Committee that is to be held on Friday, September 19, at 2 p. m. in the Conference Room, Fourth Floor, O. Henry Hall.

B. LAND MATTERS

1. Permanent University Fund: Cavern Storage Contract (No. 4001, Page 37) to Santa Fe Pipeline Company Covering 40-Acre Tract in Andrews County, Texas. -- A Cavern Storage Contract (No. 4001, Page 37) was granted to Santa Fe Pipeline Company giving Santa Fe the right to create and use subterranean caverns or "jugs" for storage of natural gas liquids and other liquefiable hydrocarbons at depths between 2,200 and 3,000 feet underlying a forty-acre tract out of Sections 20, 21, 24 and 25, Block 1, University Lands, Andrews County, Texas, under the following terms:

- a. The lease is for a term of one year from September 1, 1975, with the option to renew said lease from year to year not to exceed a total period of ten years.
- b. The rental is \$2,500 per cavern per year.

It was noted that the lessee is presently planning to develop two subterranean caverns, and that the first year's rental in the amount of \$5,000 has been received.

- c. Lessee was further granted the right to use nonpotable water from the Santa Rosa formation and to dispose of the brine wash into the Ellenburger formation subject to a change in depth intervals upon permission of the Geologist in Charge.

It was further noted that a surface lease contract (No. 4002) covering the above-ground production facilities and appurtenances had been negotiated and is submitted for approval on Page 38 .

2. Easements and Surface Leases Nos. 3985-4014, Material Source Permits
Amendments to Easements Nos. 2637 and 2907. --Easements and Surface Leases Nos. 3985-4014, Material Source Permits
 Nos. 487-492, Water Contracts Nos. 155 and 156 and Amendments to Easements Nos. 2637 and 2907 were approved as set
 out below. All are within the policies of the Board of Regents and all have been approved as to form by a University attorney
 and as to content by an appropriate official. Payment for each has been received in advance unless otherwise indicated, and
 each document is on the University's standard form and is at the standard rate:

a. Easements and Surface Leases Nos. 3985 - 4014

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
3985	Gulf Refining Company (renewal of 2069)	Pipe Line	Ector	35	333 rds. 10-3/4 inch	9/1/75- 8/31/85	\$ 582.75
3986	Gulf Refining Company (renewal of 2068)	Pipe Line	Ward	16	361 rds. 4 1/2 inch	9/1/75- 8/31/85	361.00
3987	Mobil Pipe Line Company (renewal of 2074)	Pipe Line	Andrews	13	390.9 rds. 4 inch	9/1/75- 8/31/85	390.90
3988	Texas New-Mexico Pipe Line Company	Pipe Line	Andrews	6	402 rds. 4 1/2 inch	7/1/75- 6/30/85	402.00
3989	Phillips Petroleum Company (renewal of 2076)	Pipe Line	Andrews	10	737.60 rds. various size	8/1/75- 7/31/85	967.48
3990	El Paso Natural Gas Company (renewal of 2081)	Pipe Line	Reagan	10, 58	721.01 rds. various size	10/1/75- 9/30/85	1,246.31
3991	West Texas Utilities Company	Surface Lease (electrical substation)	Pecos	26	3 acres	8/1/75- 7/31/85	1,000.00 (full)
3992	Lo-Vaca Gathering Company	Surface Lease (meter run and valve site)	Ward	16	50' x 50'	7/1/75- 6/30/85	1,000.00 (full)

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
3993	Lo-Vaca Gathering Company	Surface Lease (meter run and valve site)	Ward	16	50' x 50'	7/1/75-6/30/85	\$ 1,000.00 (full)
3994	Southwest Texas Electric Cooperative, Inc. (renewal of 2082)	Power Line	Reagan	48	346 rds. power line	10/15/75-10/14/85	311.40
3995	Lo-Vaca Gathering Company	Pipe Line	Ward	16	482.23 rds. 6-5/8 inch	7/1/75-6/30/85	843.90
3996	Intratex Gas Company	Pipe Line	Pecos	24, 26	2,145.15 rds. 4 inch	7/1/75-6/30/85	2,145.15
3997	Southern Union Gas Company (renewal of 2046)	Pipe Line	Ward	17	648.48 rds. 4 inch	9/1/75-8/31/85	648.48
3998	West Texas Utilities Company (renewal of 2064)	Power Line	Pecos	26	978.8 rds. H-frame	9/1/75-8/31/85	1,468.20
3999	Northern Natural Gas Company	Pipe Line	Reagan	58	399.70 rds. 4 1/2 inch	7/1/75-6/30/85	399.70
4000	El Paso Natural Gas Company	Surface Lease (cathodic protection site)	Hudspeth	J	Less than one acre	6/1/75-5/31/85	100.00 (full)
4001	Santa Fe Pipeline Company (See Page 35.)	Surface Lease (cavern storage contract)	Andrews	1	40 acres	9/1/75-8/31/76*	5,000.00 (annually)

*Renewable from year to year, but not to exceed a period of ten years.

- 37 -

9-12-75

37

Land Matters - Continued

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4002	Santa Fe Pipeline Company	Surface Lease (underground storage site)	Andrews	1	40 acres	9/1/75- 8/31/85	\$12,000.00 (full)
4003	N. B. Hunt	Pipe Line	Ward, Winkler	18, 20	2,387.15 rds. 6-5/8 inch	7/1/75- 6/30/85	4,177.52
4004	Texas-New Mexico Pipe Line Company (renewal of 2093)	Pipe Line	Crane, Upton	30	690 rds. 4 1/2 inch	11/1/75- 10/31/85	690.00
4005	Strain Brothers, Inc.	Surface Lease (construction yard)	Pecos	17	10 acres	8/1/75- 7/31/76*	300.00 (annually)
4006	Northern Natural Gas Company	Surface Lease (gas dehydration & compression site)	Andrews	12	2.07 acres	8/1/75- 7/31/85	1,000.00 (full)
4007	Southwest Texas Electric Cooperative, Inc.	Power Line	Crockett, Upton	14	121.63 rds. single pole	8/1/75- 7/31/85	109.47
4008	Northern Natural Gas Company	Pipe Line	Andrews	12	1,129.10 rds. 4 1/2 inch 218.73 rds. 6-5/8 inch	8/1/75- 7/31/85	1,511.88
4009	El Paso Natural Gas Company (renewal of 2065)	Pipe Line	Upton	3, 58	579.842 rds. 6-5/8 inch	1/1/76- 12/31/85	1,014.72
4010	El Paso Natural Gas Company (renewal of 2044)	Pipe Line	Upton	58	52.545 rds. 4 1/2 inch	12/1/75- 11/30/85	100.00 (min.)

*Renewable from year to year, but not to exceed a period of ten years.

Land Matters - Continued--

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
4011	Texas-New Mexico Pipe Line Company (renewal of 2094)	Pipe Line	Andrews, Martin	6, 7	79 rds. 4½ inch 2,209 rds. 6-5/8 inch	11/1/75- 10/31/85	\$ 3,944.75
4012	Shell Pipe Line Corporation (renewal of 2106)	Surface Lease (microwave tower)	Reagan	9	2.066 acres	1/1/76- 12/31/85	1,750.00 (full)
4013	Shell Pipe Line Corporation (renewal of 2107)	Surface Lease (microwave tower)	Crockett	41	5.42 acres	1/1/76- 12/31/85	1,750.00 (full)
4014	Manuel Provencio (renewal of 1993)	Surface Lease (service station)	El Paso	L	.65 acre	3/1/75- 2/28/76*	800.00 (annually)

*Renewable from year to year, but not to exceed a period of five years.

b. Material Source Permits Nos. 487 - 492

No.	Grantee	County	Location	Quantity	Consideration
487	D. D. Poyner Construction Company	Reagan	Block 9	1,388 cubic yards caliche	\$ 416.40
488	Amoco Production Company	Terrell	Block 34	3,400 cubic yards caliche	1,020.00
489	Border Road Construction Company	Ward	Block 16	32,917.1 tons aggregate	2,962.54
490	Amoco Production Company	Terrell	Block 34	2,880 cubic yards caliche	864.00
491	El Paso Natural Gas Company	Crane	Block 31	200 cubic yards pad dirt	100.00
492	Machen Contracting, Inc.	Ward	Block 16	75 cubic yards chat	100.00

Land Matters - Continued -

c. Water Contracts Nos. 155 - 156

No.	Grantee	County	Location	Period	Consideration
155	Great Plains Water Co.	Pecos	Blocks 16, 17	6/1/75 - 5/31/77	\$ 500.00
156	Great Plains Water Co.	Pecos	Block 16	6/1/75 - 5/31/77	500.00

d. Amendment to Easements Nos. 2637 and 2907

No.	Company	Type of Permit	County	Location (Block#)	Distance or Area	Period	Consideration
2637	El Paso Natural Gas Company	Pipe Line*	Hudspeth	D, E, F, H, J	6,763.99 rds. 30 inch	6/1/68- 5/31/78	\$ 100.00
2907	El Paso Natural Gas Company	Pipe Line*	Hudspeth	G, H, J, K, L	11,759.79 rds. 30 inch	5/1/69- 4/30/79	100.00

*The Legal Department of El Paso Natural Gas Company has requested this amendment to show a change in the pipe line products from natural gas to crude oil and its by-products.

TRUST AND SPECIAL FUNDS

A. GIFTS, BEQUESTS AND ESTATES

1. U. T. Austin: Acceptance of Gift from Mrs. C. R. Mallison, Midland, Texas, to Establish C. R. (Smilo) Mallison Endowed Presidential Scholarship Fund. -- Upon the recommendation of President Rogers and Associate Deputy Chancellor Lobb, a gift of \$25,000 was accepted with gratitude from Mrs. C. R. Mallison of Midland, Texas; and the C. R. (Smilo) Mallison Endowed Presidential Scholarship Fund was established at The University of Texas at Austin in memory of Mrs. Mallison's late husband.

2. San Antonio Health Science Center (San Antonio Medical School): Report of Settlement of Contested Will of Anna Marie Sahn Brown, Deceased; Acceptance of Bequest and Establishment of Charles Conrad Brown and Anna Sahn Brown Professorship in Cardiovascular Disease. -- The following resolution was adopted:

WHEREAS, Under the terms of the Last Will and Testament of General Charles C. Brown dated in 1963, his one-half interest in the community estate was divided into two trusts, Trust A and Trust B, which were to be administered by the National Bank of Commerce, San Antonio, Texas, as Trustee, with his surviving spouse to receive the income for life and the remainder over to four nieces and nephews of General Brown; Mrs. Brown was granted the power of appointment as to Trust A; simultaneously, Mrs. Brown executed a Will containing similar provisions leaving income for life to her surviving spouse with remainder over to General Brown's nieces and nephews;

WHEREAS, Shortly after General Brown's death in January 1971, Mrs. Brown executed a new Will in which she devised her one-half interest in the community estate plus the assets of Trust A to the Board of Regents of The University of Texas System for the use and benefit of the San Antonio Medical School for the purpose of establishing the Charles Conrad Brown and Anna Sahn Brown Professorship in Cardiovascular Disease; at the time of the execution of Mrs. Brown's second Will in 1971, Mrs. Brown had been residing in a rest home for approximately two years, was suffering from advanced arteriosclerosis and had recovered from several broken bones; testimony of her nurses at the nursing home indicated that she had many periods of a "confused state of mind"; the doctors attending Mrs. Brown during this period have indicated that though

Mrs. Brown was suffering from hardening of the arteries that in their opinion on the day of the execution of the Will she had the necessary testamentary capacity;

WHEREAS, Mrs. Brown died in December 1974, and her 1971 Will was filed for probate by the National Bank of Commerce of San Antonio as Independent Executor; the nieces and nephews of General Brown filed a contest to the probate of said Will alleging that Mrs. Brown did not have the necessary testamentary capacity to execute same in February 1971; the Attorney General of Texas intervened on behalf of the Board of Regents of The University of Texas System to defend the charitable trust created in said Will; after taking the depositions of the doctors and nurses and an examination of the medical records maintained by the nursing home, it was the recommendation of the Office of the Attorney General and Mr. Michael S. Brenan, attorney, that a settlement of the Will contest should be considered;

WHEREAS, Under the terms of the settlement agreement, the nieces and nephews of Mrs. Brown would receive the assets of Trust B and the assets of Trust A (each with a current market value of \$92,500) over which Mrs. Brown had exercised her power of appointment in the 1971 Will plus one-half of the value of her jewelry valued at \$55,000, for and in consideration of their withdrawing their contest to the 1971 Will and their agreement to pay one-half of the specific bequests totaling \$35,500 and any and all estate or inheritance taxes that might result from such settlement; and

WHEREAS, By virtue of said settlement agreement, The University of Texas Health Science Center at San Antonio will receive for the San Antonio Medical School the assets of Mrs. Brown's one-half interest in the community estate with an approximate market value of \$244,000 plus one-half of the value of her jewelry valued at \$55,000 less one-half of the specific bequests totaling \$35,500 and the costs of administration, estimated to be \$25,000, or a net of approximately \$228,000; now, therefore, be it

RESOLVED, (a) That the Settlement Agreement outlined in this resolution and which was entered in the County Court at Law of Bexar County, Texas (Cause No. 139,621) In the Matter of the Estate of Anna Marie Sahm Brown, Deceased, dated August 12, 1975, be ratified;

(b) That the bequest under the 1971 Will of Anna Marie Sahm Brown Deceased, be accepted for the use and benefit of the San Antonio Medical School of The University of Texas Health Science Center at San Antonio; and

(c) That the Charles Conrad Brown and Anna Sahn Brown Professorship in Cardiovascular Disease be, and the same is hereby, established at the San Antonio Medical School of The University of Texas Health Science Center at San Antonio.

3. System Nursing School: Acceptance of Gift from Charles S. Nicholas of New York and Waiver of Minimum Requirement to Establish Mary Kolaya Nicholas Scholarship Fund. -- Upon recommendation of the Administration, a \$5,000 gift was accepted with sincere thanks from Mr. Charles S. Nicholas of New York; the minimum requirement of \$10,000 for an endowment fund was waived, and the Mary Kolaya Nicholas Scholarship Fund was established at The University of Texas System School of Nursing in honor of Mr. Nicholas' wife.

It was noted that Mr. Nicholas expects to make additional gifts for this fund in due course.

B. REAL ESTATE MATTERS

1. U. T. Austin - Roger Q. Mills Scholarship Fund (Caroline Mills Wood Estate): Joinder in Oil, Gas and Mineral Lease to H. L. Richards Acting for Harry S. Phillips, Tyler, Texas, on 703.80 Acres in Navarro County, Texas. -- The following resolution was adopted:

WHEREAS, The Board of Regents in 1950 accepted the bequest of Miss Caroline Mills Wood of Corsicana, Texas;

WHEREAS, This bequest included a tract of approximately 1,023 acres near Corsicana, Navarro County, Texas, for the benefit of the Roger Q. Mills Scholarship Fund, all subject to a life estate held by Miss Annie Lee Robbins of Corsicana, Texas, and

WHEREAS, Miss Robbins has entered into an oil, gas and mineral lease to H. L. Richards acting for Harry S. Phillips of Tyler, Texas, covering 703.80 acres in the J. W. O'Brien and Radford Ellis-Surveys, Navarro County, Texas, for a primary term of 5 years with bonus of \$10 per acre, \$1 per acre annual delay rental, and 1/8th royalty; now, therefore, be it

RESOLVED, That the Board of Regents of The University of Texas System as contingent remainderman under the Will of Caroline Mills Wood join with Miss Annie Lee Robbins in the above described oil, gas and mineral lease, under which lease Miss Robbins will receive

the bonus and any delay rentals paid during her lifetime with the handling of any royalty to be agreed on when and if there is production under the lease.

2. U. T. El Paso - Cotton Estate: Grazing Leases to J. Clark, C. Hooser and M. Balch on Acreage in Culberson and Hudspeth Counties, Texas. --The 10,829.4 acres out of the Frank B. Cotton Trust originally leased to J. M. Huber Corporation on May 29, 1970, and expiring on May 31, 1975, was leased to the following for a term of 5 years ending May 31, 1980, at an annual rental of 15¢ per acre:
 - a. To J. Clark covering 3,941 acres out of Blocks 2 and 3, GC&SF RYCO Survey, Culberson and Hudspeth Counties at an annual rental of \$591.15
 - b. To C. Hooser covering 3,508.4 acres out of Blocks 2 and 3, GC&SF RYCO Survey, Culberson and Hudspeth Counties at an annual rental of \$526.26
 - c. To M. Balch covering 2,100 acres out of Blocks 2 and 3 GC&SF RYCO Survey, Culberson and Hudspeth Counties at an annual rental of \$315.00

These leases contain the standard provisions for management of the hunting rights and soil conservation and range management provisions as do the leases on Permanent University Fund lands.

(There is a discrepancy of 1,280 acres in the acreage between the original lease of 1970 and these three leases which the Administration has been unable to resolve. Until a survey of this land is made, it cannot be included in these basic leases.)

3. U. T. El Paso - Josephine Clardy Fox Fund: Lease to Charles Little d/b/a Del Camino Motors on Property at 5120 Paisano, El Paso, Texas (Previously Leased on Month-to-Month Basis to William A. Franklin). --It was reported that the lease to William A. Franklin on property at 5120 Paisano, El Paso, Texas (Josephine Clardy Fox Fund - The University of Texas at El Paso), which expired on June 14, 1973, had been continued on a month-to-month basis since that time, and that Mr. Franklin had sold his business to a Mr. Charles Little.

Associate Deputy Chancellor Lobb recommended that a two year lease on this property be granted to Charles Little d/b/a Del Camino Motors effective October 1, 1975, at a rental of \$325 per month with option to renew for two additional years at a monthly rental of \$350. This lease will include a cancellation clause in the event the University sells the property. The recommendation was adopted by unanimous vote.

4. Galveston Medical Branch - Agnes Thelma Anderson Fund: Joinder in Oil, Gas and Mineral Lease to Burmont Company, Houston, Texas, on Tract in Chambers County, Texas. -- Upon recommendation of the Administration, authorization was given to join with the other heirs of the late Mrs. Agnes Thelma Anderson in an oil, gas and mineral lease to Burmont Company, Houston, Texas, covering the minerals under 633.45 acres, being all of the B. B. B. and C. R. R. Survey, Abstract No. 58, Chambers County, Texas. The terms of the lease are: 3/16ths royalty, bonus of \$25 per acre (\$1,055.75 for the University) and \$5 per acre annual delay rental (\$211.15 for the University) for a primary term of 3 years.

The Board of Regents holds an undivided 1/5th of the minerals of this tract which is a part of the 2,700 acre tract accepted by the Board of Regents on July 27, 1973, and designated as part of the Agnes Thelma Anderson Fund at The University of Texas Medical Branch at Galveston.

It was noted that the surface of this tract was taken several years ago by the Federal Government for the Wallisville Reservoir; hence, it will be necessary for the lessee to use a site off the tract for drilling.

II. OTHER MATTERS

PUF and Trust and Special Funds: Report of Securities Transactions for the Months of June and July 1975. -- The Report of Securities Transactions for Permanent University Fund and for Trust and Special Funds for June and July 1975, submitted by the Office of Investments, Trusts and Lands, was received. It is attached (Attachment No. 2) following Page N-8 of Attachment No. 1 and made a part of these Minutes.

REPORT OF MEDICAL AFFAIRS COMMITTEE (Pages 45 - 78). -- Committee Chairman Nelson filed the following report of the Medical Affairs Committee which committee had transacted all of its business in open session. The report was adopted, and the actions therein were ratified:

1. U. T. System: Model Affiliation Agreements as Amended in Nursing, Pharmacy and Allied Health Sciences. -- At the request of Committee Chairman Nelson on July 25, 1975, the following model agreements in the areas of Nursing, Pharmacy and Allied Health Sciences as amended to include the "hold harmless clause" were distributed to each member of the Board of Regents and are hereby made a part of the permanent record. They are set out as follows:

Model Affiliation Agreement for Nursing
(Pages 46 - 49)

Model Affiliation Agreement for College of Pharmacy
(Pages 50 - 53)

Model Affiliation Agreement for Allied Health Sciences
(Pages 54 - 58)

MODEL FOR NURSINGAFFILIATION AGREEMENT

THE STATE OF TEXAS X

COUNTY OF TRAVIS X

This AGREEMENT is executed on _____, 1975,
 between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM,
 for and on behalf of The University of Texas Nursing School
 (System-wide), hereinafter sometimes referred to as "University"
 and _____ hereinafter some-
 times referred to as "Facility",

WITNESSETH:

WHEREAS, it is agreed by the parties to be of mutual
 interest and advantage that the students and faculty of the
 University be given the opportunity to utilize the Facility
 as a practice laboratory and for educational purposes:

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

(1) The Facility will permit students of the University
 to practice nursing under the direct supervision and responsi-
 bility of the faculty of the University. The individual
 faculty members will be responsible to the nurse or liaison
 person designated by the Facility for the nursing activities
 for students.

(2) The number and distribution of students between the
 divisions of the Facility will be mutually agreed upon between
 the University and the Facility at the beginning of each
 semester.

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

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

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

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

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

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

(8) The salaries and expenses of any instructors, supervisors, or other employees of the University will be paid by the University. The University agrees that members of its faculty will serve as consultants and on committees of the Facility when requested by the Facility.

(9) The Facility further agrees as follows:

(A) to maintain the criteria for accreditation as established by the Joint Commission on Accreditation of Hospitals, or other appropriate accrediting agency;

(B) to provide to the University the necessary space or facilities for conference and classroom areas for student teaching, as available;

(C) to provide lounge and locker space for students of the University, as available;

(D) to allow students and faculty members of the University to utilize the Facility's eating facilities at the students' and faculty's sole expense;

(E) that if other than University students are involved, all parties will plan programs jointly which involve clinical education.

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

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

ATTEST: BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Secretary _____ By _____
Chairman

ATTEST: FACILITY

Approved as to Form: Approved as to Content:

University Attorney _____ Associate Deputy Chancellor
for Health Affairs

Deputy Chancellor

MODEL FOR PHARMACYAFFILIATION AGREEMENT

THE STATE OF TEXAS X
 COUNTY OF TRAVIS X

This AGREEMENT is executed on _____, 1975,
 between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM,
 for and on behalf of the College of Pharmacy of The University
 of Texas at Austin, hereinafter sometimes referred to as
 "University" and _____
 hereinafter sometimes referred to as "Facility",

WITNESSETH:

WHEREAS, it is agreed by the parties to be of mutual interest
 and advantage that the students and faculty of the University be
 given the opportunity to utilize the Facility as a practice lab-
 oratory and for educational purposes:

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

- (1) The Facility will permit students of the University to
 engage in clinical pharmacy clerkships under the direct super-
 vision and responsibility of the faculty of the University.
 The individual faculty members will be responsible to the liaison
 person designated by the Facility for all general arrangements
 relating to student clerkships.
- (2) The number and distribution of students between the
 divisions of the Facility will be mutually agreed upon between
 the University and the Facility at the beginning of each semester.
- (3) The period of assignment shall be during regular
 University academic sessions, except in the instance of special
 arrangements, such as for workshop participants.

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

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

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

- (A) the Facility will charge the University no fees for general supervision of clerkships provided for students;
- (B) students will be responsible for their own meals, laundry, and transportation to and from the Facility;
- (C) the University will be responsible for the students' health needs while in the performance of this agreement;
- (D) the Facility will not be charged for services performed by University personnel or students.

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

(8) The salaries and expenses of any instructors, supervisors, or other employees of the University will be paid by the University. The University agrees that members of its faculty will serve as consultants and on committees of the Facility when requested by the Facility.

(9) The Facility further agrees as follows:

- (A) to maintain the criteria for accreditation as established by the Joint Commission on Accreditation of Hospitals, or other appropriate accrediting agency;
- (B) to provide to the University the necessary space or facilities for conference and classroom areas for student teaching, as available;
- (C) to provide lounge and locker space for students of the University, as available;
- (D) to allow students and faculty members of the University to utilize the Facility's eating facilities as available at the students' and faculty's sole expense.

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

19-12-75

53

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

ATTEST:

Secretary

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By _____
Chairman

ATTEST:

FACILITY

Approved as to Form:

University Attorney

Approved as to Content:

Associate Deputy Chancellor
for Academic Affairs

Deputy Chancellor

MODEL FOR ALLIED HEALTH

AFFILIATION AGREEMENT

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

This AGREEMENT is executed on _____, 1975,
between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM,
for and on behalf of the component institutions of The University
of Texas System, sometimes referred to as "University", and
_____, sometimes referred to as
"Facility",

WITNESSETH:

WHEREAS, the University and the Facility have the follow-
ing common objectives: (1) to provide clinical experience in
terms of patient and related instruction for students of the
University; (2) to improve the overall educational program
of the University by providing opportunities for learning
experiences that will progress the student to advanced levels
of performance; (3) to increase contacts between academic
faculties and clinical faculties for fullest utilization of
available teaching facilities and expertise; and (4) to
establish and operate a Clinical Educational Program of the
first rank:

NOW THEREFORE, for and in consideration of the fore-
going, and in further consideration of the mutual benefits,
the parties to this agreement agree as follows:

(1) GENERAL INFORMATION

(a) The Clinical Education Program will be consis-
tent with the academic plan for the University.

(b) The period of time for each student's clinical
education will be mutually agreed upon at least one month be-
fore the beginning of the Clinical Education Program.

(c) The number of students eligible to participate in the Clinical Education Program will be mutually determined by agreement of the parties and may be altered by mutual agreement.

(2) RESPONSIBILITIES OF THE UNIVERSITY

(a) The University will send the name, biographical data, and a report of health status of each student to the Facility at least four weeks before the beginning date of the Clinical Education Program.

(b) The University is responsible for supplying any additional information required by the Facility prior to the arrival of the students.

(c) The University will assign to the Facility only those students who have satisfactorily completed the pre-requisite didactic portion of the curriculum.

(d) The University will designate a faculty member to coordinate with a designee of the Facility the assignment to be assumed by the student participating in the Clinical Education Program.

(e) The University will enforce rules and regulations governing students that are mutually agreed upon by the University and the Facility.

(3) RESPONSIBILITIES OF THE FACILITY

(a) The Facility shall provide a jointly-planned, supervised program of clinical experience.

(b) The Facility shall maintain complete records and reports on each student's performance and provide an evaluation to the University on forms provided by the University.

(c) The Facility may request the University to withdraw from the Clinical Education Program any student whose

performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility, or whose health status is a detriment to the student's successful completion of the clinical education assignment.

(d) The Facility shall provide equally to each student participating in the Clinical Educational Program, within a given academic program, the following arrangements and considerations, of which any or all may be included:

(A) laundry (specify what is to be included, i.e., only uniforms, only cotton uniforms, synthetic fiber, or laundering of all clothing, etc.);

(B) meals (specify any exclusion);

(C) housing;

(D) parking arrangements;

(E) insurance coverage (health and malpractice);

(F) transportation arrangements;

(G) emergency health care;

(H) stipend.

(e) The Facility shall, on reasonable request, permit the inspection of the clinical facilities, services available for clinical experiences, student records, and such other items pertaining to the Clinical Education Program by the department or agency, or both, charged with the responsibilities for accreditation of the curriculum.

(f) The Facility shall certify that it subscribes to and will adhere to the letter and spirit of Title 6 of the Civil Rights Act of 1964 in all areas relating to student participation in the Clinical Education Program.

(g) The Facility shall designate and submit in writing to the University for acceptance the name and professional

and academic credentials of a person to be responsible for the Clinical Education Program. That person shall be called the Clinical Education Supervisor.

(h) The Facility shall immediately notify the University in writing of any change or proposed change of the Clinical Education Supervisor.

(4) RESPONSIBILITY OF THE STUDENT

The student

(a) is responsible for following the administrative policies of the Facility;

(b) is responsible for providing the necessary and appropriate uniforms required but not provided by the Facility;

(c) is responsible for his own transportation and living arrangements when not provided for by the Facility;

(d) is responsible for reporting to the Facility on time and following all established regulations during the regularly scheduled operating hours of the Facility;

(e) will not submit for publication any material relating to the clinical education experience without prior written approval of the Facility and the University.

(5) LIABILITY

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

(6) TERM OF AGREEMENT, MODIFICATION, TERMINATION

This agreement is for a term of one year from the date of execution and shall continue thereafter from year to year unless terminated by either party upon giving six months advance written notice to the other party by certified mail. Except under unusual conditions, such notice shall be submitted before the beginning of a clinical education period.

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

ATTEST:

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Chairman

ATTEST:

FACILITY

By _____

Approved as to Form:

Approved as to Content:

University Attorney

Associate Deputy Chancellor
for Health Affairs

Deputy Chancellor

- 2. Dallas Health Science Center: Affiliation Agreement with Kimbro Clinic Association of Cleburne, Cleburne, Texas (Rural Practice and Family Medicine). --The affiliation agreement set out on Pages 59 - 62 between the Board of Regents of The University of Texas System on behalf of The University of Texas Health Science Center at Dallas, Dallas, Texas, and Kimbro Clinic Association of Cleburne, Cleburne, Texas, was approved. This agreement will train students at Kimbro Clinic in rural practice and family medicine.

The Chairman of the Board of Regents was authorized to execute this agreement when it had been approved as to form by a University attorney and as to content by the Deputy Chancellor and the Associate Deputy Chancellor for Health Affairs.

9-12-75

59

AFFILIATION AGREEMENT

This Affiliation Agreement made and entered into the _____ day of _____, 1975, by and between the Board of Regents of The University of Texas System for the use and benefit of The University of Texas Health Science Center at Dallas, hereinafter referred to as "Health Science Center", and the Kimbro Clinic Association of Cleburne, a Texas professional association located in Cleburne, Johnson County, Texas,

W I T N E S S E T H:

WHEREAS, the Kimbro Clinic Association and the Health Science Center have common objectives, including (i) the advancement of medical knowledge through investigation and professional service through care of the sick; (ii) promotion of personal and community health in rural and medically underserved areas; (iii) alleviation of health manpower shortages in the non-urban environment; (iv) the development of an expanded, rural based teaching program with emphasis on rural preceptorships and residency rotations in family medicine and related medical and allied health specialties; (v) the expansion of new and innovative methods for health care delivery in non-urban areas; and (vi) the integration of family medicine within a multidisciplinary group practice setting; and

WHEREAS, it is acknowledged that a non-urban multispecialty group practice and a Health Science Center can accomplish these objectives more effectively through affiliation with each other.

NOW, THEREFORE, the Kimbro Clinic Association and the Health Science Center agree to affiliate upon the following terms:

Sec. 1. The University of Texas Health Science Center at Dallas:
Jurisdiction and Responsibilities

- (a) The respective schools of the Health Science Center will be operated as reputable and accredited schools.
- (b) The Board of Regents of The University of Texas System will retain all jurisdictional powers incident to separate ownership, including the power to determine the general and fiscal policies of the Health Science Center and to appoint its administrative staff, faculty and other personnel.
- (c) Except as otherwise provided, the Board of Regents of The University of Texas System shall pay all expenses incurred in the operation of the Health Science Center.
- (d) The Health Science Center will provide, where indicated and mutually agreeable, the direction and personnel necessary to conduct certain Health Science Center programs of research and teaching at the Kimbro Clinic Association.

Sec. 2. Kimbro Clinic Association of Cleburne: Jurisdiction and Resonsibilities

- (a) The Kimbro Clinic Association shall retain all rights incident to its separate ownership, including the right to determine its general and fiscal policies and the right to determine the acceptability and desirability of its administrative and staff personnel.
- (b) The Kimbro Clinic Association will operate its facilities in a manner and with standards generally consistent with those established by the American Group Practice Association.
- (c) The Administration of the Health Science Center and the Board of Regents of the University of Texas System agree that academic status is important in attracting and maintaining well-qualified individuals for teaching

positions at the Kimbro Clinic Association and that academic appointments will be made by the Health Science Center for individuals in key positions, if mutually desirable.

- (d) The Kimbro Clinic Association will provide the facilities, administration, basic equipment, and personnel necessary to conduct teaching programs for undergraduates and post-graduates. The teaching, research, and service activities of the Kimbro Clinic Association will be conducted jointly and in cooperation with the programs of the Health Science Center, as it relates to this teaching program.
- (e) All patients of the Kimbro Clinic Association shall be subject to the exclusive direction and control of the Kimbro Clinic Association.
- (f) All expenses incurred in the operation of the Kimbro Clinic Association shall be paid by the Kimbro Clinic Association. All expenses incurred in the operation of the Health Science Center shall be paid by the Health Science Center.

Sec. 3. Joint Responsibilities

- (a) To augment the purposes of the affiliation, a Policy and Planning Committee shall be established with an equal number of representatives from the Kimbro Clinic Association and from the Health Science Center. The Committee shall elect its own chairman and shall study and recommend policies and programs of mutual interest, including but not limited to (i) health education (ii) health research, (iii) direct educational costs, and (iv) time commitment of participating health professionals. The Committee shall meet at least quarterly.
- (b) The Kimbro Clinic Association and the Health Science Center agree to cooperate in good faith in carrying

out the common objectives and purposes of this Affiliation Agreement.

ec. 4. Period of Agreement

(a) 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.

ec. 5. Effective Date

This agreement takes effect on _____, 19__.

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

ATTEST: Board of Regents of The University of Texas System

Secretary

By _____
Chairman

Board of Directors of the Kimbro Clinic Association of Cleburne

ATTEST: _____

By _____
President

Secretary

Approved as to Form:

Approved as to Content:

Lawrence Waldrop
University Attorney

William H. Kinsely
Associate Deputy Chancellor for Health Affairs

Approved as to Content:

C. W. Talley
Deputy Chancellor

Paul D. Ayres 8-14-75
President of Health Science Center

3. Galveston Medical Branch: Affiliation Agreement With Methodist Hospital of Dallas, Dallas, Texas (Clinical Training of Allied Health Sciences Students). --System Administration recommended that the affiliation agreement set out on Pages 63 - 66 between the Board of Regents of The University of Texas System, for and on behalf of The University of Texas School of Allied Health Sciences at Galveston, Galveston, Texas, and Methodist Hospital of Dallas, Dallas, Texas, for the clinical training of Allied Health Sciences students be approved. Attention was called to the fact that Methodist Hospital of Dallas did not demand a "hold harmless clause."

This recommendation was approved by unanimous vote, and the Chairman of the Board of Regents was authorized to execute the agreement when it had been approved as to form by a University attorney and as to content by the Deputy Chancellor and the Associate Deputy Chancellor for Health Affairs.

AGREEMENT

STATE OF TEXAS Y
 Y
COUNTY OF GALVESTON Y

This AGREEMENT is executed on _____, 19____,

between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for and on behalf of The University of Texas School of Allied Health Sciences, The University of Texas Medical Branch at Galveston, sometimes referred to as "School" in this

agreement, and _____
Methodist Hospital of Dallas, P.O. Box 5000 Dallas, Texas 75222, sometimes referred to as "Facility"

to this agreement, WITNESSETH:

WHEREAS, the School and the Facility have the following common objectives:

- (1) to provide clinical experience in terms of patient and related instruction for students of the School;
- (2) to improve the overall educational program of the School by providing opportunities for learning experiences that will progress the student to advanced levels of performance;
- (3) to increase contacts between academic faculties and clinical faculties for fullest utilization of available teaching facilities and expertise; and
- (4) to establish and operate a Clinical Education Program for the first rank:

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

1) GENERAL INFORMATION

(a) The Clinical Education Program will be consistent with the trimester plan for the School.

(b) The period of time for each student's clinical education will be mutually agreed upon at least one month before the beginning of the Clinical Education Program.

(c) The number of students eligible to participate in the Clinical Education Program will be mutually determined by agreement of the parties and may be altered by mutual agreement.

2) RESPONSIBILITIES OF THE SCHOOL

(a) The School will send the name, biographical data, and a report of health status of each student to the Facility at least four weeks before the beginning date of the Clinical Education Program.

(b) The School is responsible for supplying any additional information required by the Facility prior to the arrival of the students.

(c) The School will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

(d) The School will designate a faculty member to coordinate with a designee of the Facility the assignment to be assumed by the student participating in the Clinical Education Program.

(e) The School will enforce rules and regulations governing students that are mutually agreed upon by the School and the Facility.

3) RESPONSIBILITIES OF THE FACILITY

(a) The Facility shall provide a jointly-planned, supervised program of clinical experience.

(b) The Facility shall maintain complete records and reports on each student's performance and provide an evaluation to the School on forms provided by the School.

(c) The Facility may request the School to withdraw from the Clinical Education Program any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility, or whose health status is a detriment to the student's successful completion of the clinical education assignment.

(d) The Facility shall provide equally to each student participating in the Clinical Education Program, within a given trimester, any student arrangements and considerations mutually agreed upon by the School and the Facility.

(e) The Facility shall, on reasonable request, permit the inspection of the clinical facilities, services available for clinical experiences, student records, and such other items pertaining to the Clinical Education Program by the

School or agencies or by both, charged with the responsibilities for accreditation of the curriculum.

(f) The Facility shall certify that it subscribes to and will adhere to the letter and spirit of Title 6 of the Civil Rights Act of 1964 in all areas relating to student participation in the Clinical Education Program.

(g) The Facility shall designate and submit in writing to the School for acceptance the name and professional and academic credentials of a person to be responsible for the Clinical Education Program. That person shall be called the Clinical Education Supervisor.

(h) The Facility shall immediately notify the School in writing of any change or proposed change of the Clinical Education Supervisor.

(4) RESPONSIBILITY OF THE STUDENT

The student

(a) is responsible for following the administrative policies of the Facility;

(b) is responsible for providing the necessary and appropriate uniforms required but not provided by the Facility;

(c) is responsible for his own transportation and living arrangements when not provided for by the Facility;

(d) is responsible for reporting to the Facility on time and following all established regulations during the regularly scheduled operating hours of the Facility; and

(e) will not submit for publication any material relating to the clinical education experience without prior written approval of the Facility and the School.

(5) DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED

(a) Recognizing that the specific nature of the clinical experience required by the several categories of allied health professions may vary, it is agreed by the School and the Facility that, following the execution of this agreement and within the scope of its provisions, the several departments of the School may develop letter agreements with their clinical counterparts in the Facility to formalize operational details of the Clinical Education Program.

(b) The authority to execute these letter agreements shall remain with the Dean of the School and the chief administrative officer of the Facility unless it is specifically delegated to others.

(6) TERM OF AGREEMENT, MODIFICATION, TERMINATION

(a) This agreement is for a term of one year and thereafter from year to year unless terminated by either party on ninety days' written notice to the other. Except under unusual conditions, such notice shall be submitted before the beginning of a clinical education period.

(b) It is understood and agreed that the parties to this agreement may revise or modify this agreement by written amendment when both parties agree to such amendment.

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

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

ATTEST:

Secretary

By _____
Chairman

Methodist Hospital of Dallas
(NAME OF CLINICAL FACILITY)

ATTEST:

Burton W. Waller, Jr.
Secretary

By Dan M. Thompson, Jr.
(Name) Dan. M. Thompson, Jr.
Administrator

(Title)

Approved as to Form:

Approved as to Content:

Lance Washop
University Attorney

Ed [Signature]
Deputy Chancellor

M. K. [Signature]
Associate Deputy Chancellor for
Health Affairs

- 4. Houston Health Science Center: Affiliation Agreement with Texas Heart Institute, Houston, Texas. --The affiliation agreement set out on Pages 67-72 between the Board of Regents of The University of Texas System on behalf of The University of Texas Health Science Center at Houston, Houston, Texas, and Texas Heart Institute, Houston, Texas, was approved. This agreement provides general guidelines for cooperative efforts between the staffs of the Texas Heart Institute and The University of Texas Health Science Center at Houston.

The Chairman of the Board of Regents was authorized to execute this agreement when it had been approved as to form by a University attorney and as to content by the Deputy Chancellor and the Associate Deputy Chancellor for Health Affairs.

It was noted that all matters that pertain to the expenditure of funds, as in any affiliation agreement, would be submitted to the Board of Regents for consideration.

AFFILIATION AGREEMENT

THE STATE OF TEXAS X
 COUNTY OF HARRIS X

This AGREEMENT made and entered into this _____ day of _____, 1975, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, hereinafter sometimes called "University", and the TEXAS HEART INSTITUTE of Houston, hereinafter sometimes called "Institute",

WITNESSETH:

WHEREAS, during the past few decades advances in treatment of cardiovascular disease have been more significant and rapid than in any other previous period of history, and the pace continues to accelerate; and

WHEREAS, in recognition of contemporary trends and likely future requirements, University and Institute agree on the desirability of establishing a closer working relationship between the two institutions, who share a common commitment to offer the people of Texas, the Southwest, and the world a program of excellence in clinical care of patients with cardiovascular

disease combined with a program for research and education in this dynamic medical field.

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

1. Extent of Affiliation at the Departmental Level.

The purpose of this agreement is to establish a broad framework of institutional policy to facilitate cooperation at the department level. It is agreed that the initiative for establishing any departmental affiliation and working relationships will be vested in the respective department heads of the several departments of University and the corresponding chiefs of the Divisions of Cardiology, Pediatric Cardiology and Cardiovascular Surgery of Institute. It is further understood that individual departments of University may or may not establish affiliations with Institute, depending upon their needs and circumstances and subject to appropriate action by the respective governing bodies.

2. Provision for Faculty Appointments for Institute Staff Members.

Both parties agree that academic status is a strong inducement for attracting qualified individuals for teaching positions at Institute and that academic appointment made by University for individuals in key positions at Institute should include tenure or assurances of continuation of employment, if possible. Appointments to staff of Institute shall be made by Board of Institute upon recommendation of the University, and the Medical Director of Institute after due consultation with Chief of Division and Medical Executive Committee of Institute. Academic appointments (including tenure) will be nominated by the Institute or University and will be granted after mutual agreement on an individual basis subject to the approval of the person by University and satisfactory arrangements covering the

financial obligations accompanying all appointments in this category. The alternatives for obtaining appointments in this category are:

(1) Unqualified Tenure Appointments:

Guarantee by Institute for all future salary cost for any tenure appointments by University. Under this arrangement a contract negotiated between the individual physician and the Institute, with the approval of the University, whereby the Institute will guarantee to pay to University the salary in accordance with the terms of the contract for new personnel granted tenure in case their positions are terminated at Institute. These payments would continue as long as University is required to maintain these personnel, not to exceed the term of the original contract.

(2) Qualified Tenure Appointments:

Guarantee by Institute of the future salary costs for a limited term tenure appointment of a period of time to be agreed upon following termination or discontinuation of an institute position.

Under this agreement the faculty member would receive a tenure guarantee covering a period of time to be agreed upon between the Institute and physician. In the event his position shall be terminated by the Institute prior to the end of such period and, at the time of such termination, the physician occupies a full-time faculty position at the University, then he would be entitled to receive his salary from the Institute for the remainder of the period originally agreed upon.

(3) Institute Staff without Compensation:

Rules and procedures established by Institute will

be used in appointment of medical staff of Institute without teaching assignment, faculty designation, or compensation through University.

(4) Institute Staff with Partial Compensation and/or University Faculty Appointment:

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

3. Compensation Arrangements for Full-Time Faculty.

Physicians employed full time by University who are accepted for full-time activity by and at Institute appointments, will be subject to The University of Texas System policy regarding salary plan. Fees earned in excess of the maximum allowed will be placed in a trust fund under the direction of the Board of Regents of The University of Texas System and used to develop medical education and research programs at Institute. These funds should not be committed on a continuing basis for the salaries of additional full-time personnel.

4. Joint Sponsorship of Research Activities. Institute will provide research facilities for physicians who are geographically full time on its campus. Research projects at Institute may be jointly sponsored by University. In such cases there will be prior agreement as to the extent of the responsibility of each institution in the administration of research funds, provision of staff and facilities and ownership of equipment purchased with research funds.

5. Indemnification. Insofar as the University is authorized by the Constitution and laws of the State of Texas, the University agrees to hold the Institute harmless from and against any and all liability resulting from the use of the Institute by the University.

The University does not agree to hold the Institute harmless for the gross or willful negligence of the Institute, its officers, employees, or agents, or the actions of a third party over which the University has no supervision, control or jurisdiction.

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

It is agreed that the Board of Trustees of the Texas Heart Institute, acting for its institution, shall retain all jurisdictional powers incident to separate ownership, including the power to determine the general and fiscal policy of the institution, selection of the directing head of the Institute and the determination of the acceptability and desirability of members of the Professional Staff of the Institute.

All admissions of patients to the Institute shall be under the direction of the Institute Board and full and complete direction of the administration, supervision of the Institute as well as appointment of the Medical Staff, shall at all times be retained by the Institute Board.

Appointments to the Teaching Staff of the Texas Heart Institute shall be made by the Institute Board upon recommendation of the University after due consultation with the Institute Chief of the Division, or Department Chairman concerned and the Medical Executive Board.

Appointment to the Medical Staff of Texas Heart Institute or membership therein is not contingent upon a teaching appointment.

If any aspect of this agreement becomes unsatisfactory, a joint committee shall be responsible for discussing and resolving the questions involved. If a change in the agreement is necessary, the committee shall make recommendations to the authorities in each institution. If problems develop which are sufficiently serious, and cannot be resolved, either party shall have the right to terminate this agreement upon not less than six (6) months' written notice. The effective date of such dissolution shall be mutually agreed upon with adequate time to allow each institution to make necessary arrangements in an orderly manner.

This agreement shall be for a term of ten (10) years from and after its effective date, and may be terminated at any time upon mutual consent of the parties. It may also be amended in writing to include such provisions as the parties may agree upon.

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

ATTEST:

Secretary

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By _____
Chairman

ATTEST:

Secretary

TEXAS HEART INSTITUTE

By _____
Chairman, Board of Trustees

Approved as to Form:

M. E. Hudson
University Attorney
for Burrell Waldrop

Approved as to Content:

C. W. [Signature]
Deputy Chancellor

William H. [Signature]
Associate Deputy Chancellor
for Health Affairs

5. University Cancer Center and Dallas Health Science Center: Affiliation Agreement Between The University of Texas System Cancer Center and The University of Texas Health Science Center at Dallas. --The affiliation agreement set out on Pages 73-76 between The University of Texas System Cancer Center, Houston, Texas, and The University of Texas Health Science Center at Dallas, Dallas, Texas, was approved. This agreement sets out the conditions and obligations under which the two component institutions will coordinate resources to manage cancer patients and coordinate research and educational activities relating to cancer and related diseases.

The Chairman of the Board of Regents was authorized to execute this agreement when it had been approved as to form by a University attorney and as to content by the Deputy Chancellor and the Associate Deputy Chancellor for Health Affairs.

AFFILIATION AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS SYSTEM CANCER CENTER AND THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT DALLAS

THE STATE OF TEXAS

COUNTY OF DALLAS

This AGREEMENT is executed on

July 1, 1975,

by and between the President of The University of Texas System Cancer Center on behalf of The University of Texas System Cancer Center, hereinafter called the Cancer Center, and the President of The University of Texas Health Science Center at Dallas on behalf of The University of Texas Health Science Center at Dallas, hereinafter called the Dallas Center.

WITNESSETH:

WHEREAS, during the past half century, advances in medicine and the biomedical sciences and in the sciences of oncology have been more significant and rapid than in any other previous period of history. Specifically, there have occurred dramatic advances in cancer medicine and in cancer biology.

WHEREAS, The University of Texas Board of Regents at its meeting on June 9, 1972, created as an institution of The University of Texas System "The University of Texas Cancer Center," consisting of The University of

9-12-75

74

Texas M. D. Anderson Hospital and Tumor Institute at Houston, The University of Texas Environmental Science Park at Smithville, and such other institutions and activities of The University of Texas as may from time to time be added by the Board of Regents and authorized the Cancer Center with the Board of Regents' approval to enter into affiliation and cooperative agreements with other institutions and activities, both within and without The University of Texas System in order to carry out the Cancer Center's missions and goals.

WHEREAS, in recognition of contemporary trends and anticipated future requirements, two University of Texas Centers, the Cancer Center and the Dallas Center, desire to coordinate their resources to improve the management of cancer patients in Texas and to expand and collaborate their research and educational activities as they relate to cancer and related diseases.

WHEREAS, the President of the Cancer Center and the President of the Dallas Center accept the responsibility for carrying out cooperative inter-institutional endeavors where they are related and mutually beneficial to their common goals of providing programs of excellence in education, research and better health care for the citizens of Texas.

NOW, THEREFORE, in consideration of the mutual benefits and with the intent to develop both institutions to their maximum potential, the Cancer Center and the Dallas Center hereby agree as follows:

1. TO THE ESTABLISHMENT OF AN AFFILIATION AGREEMENT BETWEEN THE CANCER CENTER AND THE DALLAS CENTER
2. EXTENT OF AFFILIATION

The purpose of this agreement is to establish a broad framework to facilitate cooperation at the institutional level or at the department level.

It is agreed that the initiative for establishing such affiliation and associated working relationships will be vested in the offices of the Cancer Center President

9-12-75

and the Dallas Center President. It is also agreed that department heads may establish affiliations on a departmental basis subject to review and approval by the chief administrative officers of each institution.

3. PROVISIONS FOR DUAL FACULTY APPOINTMENTS FOR APPROPRIATE COLLABORATING INSTITUTIONAL STAFF FACULTY MEMBERS

Both parties agree that appointments of their own faculty members to the faculty of the other institution when considered desirable for the pursuit of cooperating programs of education, research and/or patient care, may be initiated by appropriate departmental chairman. Such applications shall be considered on an individual basis and will be without tenure at the second institution to which an individual is given a faculty appointment. Such appointments will terminate upon termination of an individual's appointment at his primary institution, unless recommended otherwise by the appropriate departmental chairman of the second institution. All individuals with academic appointment and employed on a full-time basis by either unit of The University of Texas will be subject to The University of Texas System policies regarding salary plans. Neither institution will become a financial burden to the other.

4. JOINT SPONSORSHIP OF RESEARCH ACTIVITIES

Cooperative research projects may be jointly sponsored by the Cancer Center and the Dallas Center. In such cases, there will be prior agreement as to the extent of the responsibility of each institution in the administration and disposition of research funds, provisions of staff and facilities and ownership purchased with research funds.

5. PROVISION FOR REVIEW OF RELATIONSHIP

Both parties agree that a productive and harmonious relationship between the two institutions depends upon maintaining effective channels of communication. The parties anticipate that routine matters will be handled and decided mutually through continuous contacts at the appropriate levels. At least annually, and more frequently if necessary, a group representing each

institution shall review and discuss overall relationships and policies and other matters of common concern.

If any aspect of this agreement becomes unsatisfactory, or if any policy question arises, a joint committee shall be responsible for discussing and resolving the questions involved. If a change in the agreement is necessary, the committee shall make recommendations to the authorities in each institution, who in turn shall evaluate these recommendations and other appropriate matters and, when indicated, make a recommendation to the Chancellor and the Regents of The University of Texas System. If problems develop that are sufficiently serious and cannot be resolved, dissolution shall be mutually agreed upon, with adequate time to allow each institution to make necessary arrangements in an orderly manner.

Additionally, at or near the conclusion of each year the President of the Cancer Center and the President of the Dallas Science Center shall meet to review progress and to contemplate new areas of collaboration and cooperation.

6. PERIOD OF AGREEMENT

This agreement is for a period of one year from its effective date, and thereafter from year to year unless terminated at any time upon mutual consent of the parties. It may also be amended in writing to include such provisions as the parties may agree upon.

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

The University of Texas
System Cancer Center

The University of Texas Health
Science Center at Dallas

By _____
President

By _____
President

APPROVED AS TO CONTENT:

Deputy Chancellor

Associate Deputy Chancellor
for Health Affairs

APPROVED AS TO FORM:

APPROVED:

University Attorney

The Board of Regents of
The University of Texas System

By _____
Chairman

6. System Nursing School: Policy Regarding Credit by Examination (Compliance with House Bill No. 1841, 64th Leg., R.S.). --House Bill 1841, 64th Leg., R.S., requires governing boards of institutions with baccalaureate programs in nursing "to plan and incorporate into the program standards and sequential procedures which will recognize and grant credit for actual educational and clinical experiences in the nursing field which are equivalent to regular course content."

At its meeting on June 5, 1975, the Board of Regents approved amendments to the catalog for The University of Texas System School of Nursing (as a part of Chancellor's Docket No. 80). In this catalog is the following statement which President Willman recommends, and System Administration concurs, be accepted as the Regents' compliance with House Bill No. 1841, 64th Leg., R.S.:

Credit by Examination

In keeping with the School's stated philosophy of learning, the faculty recognizes the many potential avenues for acquisition of the knowledge, attitudes and skills which are deemed appropriate for a baccalaureate nursing practitioner. Furthermore, the faculty believes that student experiences in formal educational endeavors should build on the student's present level of achievement in an effort to maximize enhancement of the "actualization of individual potential." Therefore, the faculty subscribes to the principle of validation of the candidate's competencies and the awarding of credit based upon satisfactory achievement on examinations. The candidate is thus allowed to matriculate into the curricular pattern at a level appropriate for his/her demonstrated level of achievement.

1. To petition for such an examination, an individual must have met all requirements for admission to upper division courses in the School of Nursing.
2. The candidate should consult the Dean on the campus on which he plans to take the examination regarding applications, policies and scheduling.
3. A student may not take an examination for credit in a course which he has completed with either a passing or failing grade.
4. A student who is enrolled in the course must be in good standing in the course in order to take the examination.
5. A candidate for "credit by examination" may obtain the course material which would be given to a student enrolling in the course.
6. A candidate for "credit by examination" will have access to any and all materials in campus learning centers, but will not receive tutoring by The University of Texas System School of Nursing faculty in preparation for the examination.

7. A candidate for "credit by examination" may audit any or all of the lecture portion of any course in The University of Texas System School of Nursing (subject to University audit fees).
 8. A candidate for examination will be assigned a faculty adviser, teaching in the course to be challenged, whose function will be to clarify the intent of the examination and to provide feedback on the results.
 9. A fee of \$25.00 will be assessed each candidate writing the examination.
 10. Fifty-one semester credit hours can be awarded by "credit by examination."
 11. Only after the student is registered in the degree program, will credit be granted for a grade of C or higher on the examination.
 12. The student may elect to have the credit recorded as a "pass" or as the actual grade achieved. In the latter event, the grade is included in computing the cumulative grade point average. No notation appears on the permanent record when the examination is failed.
 13. Credit earned by examination shall not reduce by a corresponding amount courses which may be taken on a pass-fail basis.
 14. A candidate may not retake any examination on any level.
7. System Nursing School: Affiliation Agreements with Arlington Community Hospital, Fort Worth Neuropsychiatric Hospital, Hurst-Eules-Bedford Hospital and Jewish Home for the Aged, Inc. --The following affiliation agreements in Nursing based on the model set out on Pages 46 - 49 were approved upon the recommendation of President Willman:

Arlington Community Hospital, Arlington, Texas
Fort Worth Neuropsychiatric Hospital, Fort Worth, Texas
Hurst-Eules-Bedford Hospital, Bedford, Texas
Jewish Home for the Aged, Inc., Houston, Texas

The Chairman of the Board of Regents was authorized to execute these agreements when they had been approved as to form by a University attorney and as to content by the Deputy Chancellor and Associate Deputy Chancellor for Health Affairs.

COMMITTEE OF THE WHOLE - OPEN SESSION
(Pages 79 - 97)

The following report of the Committee of the Whole submitted by Chairman Shivers was adopted by unanimous vote:

BOARD OF REGENTS: REPORT OF SPECIAL COMMITTEE FOR ADDITIONAL AMENDMENTS TO REGENTS' RULES AND REGULATIONS IN IMPLEMENTATION OF ADMINISTRATIVE REORGANIZATION (AMENDMENTS TO PART ONE, CHAPTERS I, II, III, VIII AND PART TWO, CHAPTERS V AND X).--The Special Committee composed of Chairman Shivers, Chancellor LeMaistre and Deputy Chancellor Walker to review the Regents' Rules and Regulations for implementation of the reorganization of the Office of the Chancellor (approved July 25, 1975) unani- mously proposed the following amendments to the Regents' Rules and Regulations. The necessary rules were waived and the following amendments were adopted:

1. Amend the Regents' Rules and Regulations, Part One, Chapter I, by deleting Subsections 8.22, 8.61, 8.64 and 8.65 and substituting the following in lieu thereof:

8.2 Order of Business.

8.22 Special Items:

- (a) Chancellor
- (b) Deputy Chancellor
- (c) Chief administrative officers of the component institutions
- (d) Members of the Board of Regents

- 8.61 Nothing herein shall be construed to prevent members of the Board of Regents from informing themselves as to their duties and obligations in such manner as they may deem proper. However, the regular channel of communication from members of the Board of Regents to the faculty, staff, and administration is through the Deputy Chancellor and the chief administrative officer of the institution involved, and a copy of any communication sent by a Regent directly to any member of the faculty, staff or administration should be furnished to the Deputy Chancellor and the chief administrative officer of the institution involved. The Deputy Chancellor shall regularly advise the Chancellor concerning such communications. All staff and faculty proposals that are to be acted upon by the Regents shall be presented to the Deputy Chancellor in sufficient time to permit him to consider such proposals, make recommendations thereon, and transmit them to the Secretary to the Board no later than seventeen days prior to the next meeting of the Board, in order that the calendar, agenda, and supporting material may be prepared in time to mail to the members of the Board so they will receive it at least five days prior to the meeting. Except where emergency proposals are involved, all such proposals not submitted to the Secretary within the time prescribed shall not be considered by the Board but shall automatically be deferred until the next meeting of the Board.

- 8.64 A docket, to be entitled the "Deputy Chancellor's Docket," composed of routine matters arising from System Administration and the component institutions, which are required to be reported to and/or approved by the Board of Regents in accordance with established policies of the Board, shall be prepared as directed and approved by the Deputy Chancellor, and an informational copy shall be provided to the Chancellor. All docket items from the component institutions must be received in the office of the Deputy Chancellor not less than twenty-one days prior to the next regular scheduled meeting for inclusion on the docket for that meeting. The Deputy Chancellor's Docket shall be distributed by the Secretary to all members of the Board ten days before the Board convenes, together with a ballot to be returned seven days thereafter. The ballot will read: "Approved, except as to the following items:" with space provided for listing the excepted items. All items not excepted by any Regent will be approved by the Board at its next meeting, without detailed consideration. Any excepted item listed by any Regent will be deferred and will be processed through the System Administration Committee for consideration at the first regular meeting of the Board following action on the item by the System Administration Committee.
- 8.65 Except for communications from the Chancellor and the Deputy Chancellor and the Secretary to the Board, all communications to the Board from members of the faculty and staff should be in writing. The regular channel of communication from the faculty, staff, and administration to the Board is through the chief administrative officer of the institution involved and the Deputy Chancellor. A copy of any communication sent directly to a Board member should be furnished to the Deputy Chancellor and to the chief administrative officer of the institution involved. The Deputy Chancellor shall regularly advise the Chancellor concerning such communications. A description of all matters to be considered by the Board at any meeting shall be mailed or delivered to each member of the Board of Regents and to the Chancellor at least five days in advance of the meeting at which they are to be considered, and insofar as possible, such material shall be mailed or delivered to the Regents and the Chancellor at least ten days in advance of the meeting. Each such matter shall be accompanied by a summary of the facts pertaining thereto, the needs for action thereon, and the recommendations of the Deputy Chancellor. Where contractual awards are involved, the summary shall show the method of competition, if any, the names and offers of all interested parties, and generally sufficient information to show the reasons for and fairness of each transaction. The recommendations of the Deputy Chancellor shall state whether or not they are fully concurred in by any institutional head involved, and if not, the views and recommendations of the institutional head shall be included.

Any matter not sent to the members of the Board of Regents, documented as herein provided, at least five days in advance of the meeting at which it is to be considered, shall go over to the next meeting for consideration; provided, however, that if sufficient emergency exists requiring immediate action and it appears that the delay was unavoidable, this requirement may be waived by a two-thirds vote of the Board.

2. Amend the Regents' Rules and Regulations, Part One, Chapter II, by deleting Subsections 3.1, 3.41[6], 3.42, 3.43, 4.2 and 4.32 and substituting the following in lieu thereof:

3.1 Chancellor.

The Chancellor is the chief executive officer of The University of Texas System and shall report to and be responsible to the Board of Regents. In the areas of development, general policy, and general academic planning for The University of Texas System and its component institutions, the Chancellor, by delegation from the Board of Regents, is authorized to exercise or to delegate all of the power and authority possessed by the Board of Regents in the governance of the institutions composing The University of Texas System. He shall also:

- 3.11 Advise and counsel with the Board of Regents in establishing and promulgating basic policies.
- 3.12 Interpret the academic programs and needs of The University of Texas System and its component institutions to the general public and other constituencies under policies established by the Board of Regents.
- 3.13 Represent The University of Texas System in the articulation of educational policy concerns at the community, state, regional, and national levels.
- 3.14 Serve as chief executive agent of the Board of Regents in establishing policies and procedures for determining and approving developmental needs of The University of Texas System and in directing efforts to attract private fund support for meeting these needs.
- 3.15 Have direct access to the chief administrative officers as required in the fulfillment of these responsibilities.

3.41(6) Prepare and approve recommendations for the meetings of the Board of Regents, consult with the Chancellor, and submit such approved recommendations to the Secretary to the Board of Regents for consideration by the Chairman of the Board.

- 3.42 The Deputy Chancellor reports to and is responsible to the Chancellor. Nothing in these delegated responsibilities shall limit the responsibility of the Deputy Chancellor to keep the Chancellor, as chief executive and administrative officer, fully informed.

- 3.43 The Academic Affairs Council. The Academic Affairs Council is composed of the Chancellor and the Deputy Chancellor and the chief administrative officers of all component institutions of The University of Texas System. The Chancellor shall serve as the permanent chairman, and the Deputy Chancellor shall serve as the permanent vice-chairman, and the Council shall review academic planning, general policies, private fund development activities, and other matters of general concern to the several component institutions.
- 4.2 Each chief administrative officer reports to and is responsible to the Deputy Chancellor, and he serves without fixed term, subject to the pleasure of the Deputy Chancellor, the Chancellor and approval by the Board of Regents.
- 4.32 In the areas of private fund development, general policy and general academic planning, the chief administrative officer has direct access to the Chancellor.
3. Amend the Regents' Rules and Regulations, Part One, Chapter III, by deleting Subsection 8.3 and substituting the following in lieu thereof:
- 8.3 A state university being a public enterprise of maximum social importance, it is the duty of all persons connected with it to be as civic-minded as possible. It is also a duty to cooperate with the Board of Regents in carrying out the purposes and policies of the Board which are deliberately considered, usually by both the Board and the several faculties, in accordance with law and designed to attain the best educational results with the resources available. The Regents, the Chancellor, the Deputy Chancellor, the institutional heads, and other administrative officers are entitled to the cheerful acquiescence of all staffs in carrying out the policies duly adopted. At the same time, administrative officers are expected to listen with an open and appreciative mind to criticisms and suggestions coming to them from members of their staffs.
4. Amend the Regents' Rules and Regulations, Part One, Chapter VIII, Section 5 by deleting all of Section 5.
5. Amend the Regents' Rules and Regulations, Part Two, Chapter V, by deleting Subsection 1.1 and substituting the following in lieu thereof:
- 1.1 System Personnel Director.
The System Personnel Director serves as a staff officer advising the Deputy Chancellor.
6. Amend the Regents' Rules and Regulations, Part Two, Chapter X, by deleting Subsection 10.2 and substituting the following in lieu thereof:
- 10.2 The President of The University of Texas at Austin shall review the minutes of all meetings of the Athletics Council and may subsequently approve,

reverse, or modify any action therein. After reviewing the minutes of a meeting of the Athletics Council, the President of The University of Texas at Austin shall deliver to the Deputy Chancellor two copies of such minutes and a copy of the action, if any, taken by the President with regard to the approval, modification, or reversal of any action of the Athletics Council. Nothing in this section shall be deemed to limit or restrict the authority of the Board of Regents.

BOARD OF REGENTS (U. T. AUSTIN): ACCEPTANCE FROM PROFESSOR JUDSON NEFF, COLLEGE OF BUSINESS ADMINISTRATION, PAINTINGS BY ARTIST EDWARD VINGRIS OF DEAN GEORGE KOZMETSKY AND FORMER DEAN WILLIAM ROBERT SPRIEGEL AND ASSIGNMENT TO U. T. AUSTIN. --The Board of Regents accepted with deep gratitude two portraits from Professor Judson Neff of the College of Business Administration of The University of Texas at Austin. These portraits in elegant frames were done by Edward Vingris, a Polish-Canadian artist and were of

1. George Kozmetsky, the present Dean of the College of Business Administration. He has been in that capacity since 1966.
2. William Robert Spriegel, Dean of the College of Business Administration from 1950-1958.

The Board of Regents was indeed delighted to have these gifts and assigned them to the President of The University of Texas at Austin for display in an appropriate place.

U. T. SYSTEM: MEMBERSHIP OF BOARD OF DIRECTORS OF U. T. FOUNDATION, INC. --As a matter of record, with the reinstatement of the membership of the Board of Directors of The University of Texas Foundation, Inc., the membership of that Foundation as of this meeting on September 12, 1975, is as follows:

	<u>Term Expires</u> <u>December 31</u>
Mr. Rex G. Baker, Jr., Houston	1977
Mr. E. Philip Cannon, Austin	1975
Mr. Edward Clark, Austin	Regent Representative
Mr. Marvin K. Collie, Houston	1977
Mr. Hayden W. Head, Corpus Christi	1975
Mr. B. K. Johnson, San Antonio	1975
Mr. Jack S. Josey, Houston	1977
Mr. Thos. H. Law, Fort Worth	Regent Representative
Mr. E. G. Morrison, Austin	1977
Mr. Benno C. Schmidt, New York	1976
Mr. Preston Shirley, Galveston	1977
Mr. Robert Strauss, Dallas	1975
Mr. Jack C. Vaughn, Dallas	1975
Mr. Gail Whitcomb, Houston	1976
Mr. Gene M. Woodfin, Houston	1976

The Directors of The University of Texas Foundation, Inc., whose terms expire on December 31, 1975, were reappointed. If they accept, their names will be reported at the October 1975 meeting when the membership of all foundations and advisory councils are reported.

U. T. SYSTEM: REPORT OF SELECTION COMMITTEE FOR CHIEF ADMINISTRATIVE OFFICER OF U. T. AUSTIN AND REPORT OF SELECTION COMMITTEE FOR CHIEF ADMINISTRATIVE OFFICER OF U. T. PERMIAN BASIN. --Under Article 6252-17, Section 2(f) of the V.T.C.S., the Report of the Selection Committee for Chief Administrative Officer of The University of Texas at Austin and the Report of the Selection Committee for Chief Administrative Officer of The University of Texas of the Permian Basin were referred to the Executive Session of the Committee of the Whole for discussion. Action on these reports is reflected on Pages 100 - 103 when the items discussed in Executive Session were acted on.

U. T. AUSTIN: WILL C. HOGG MEMORIAL FUND - RATIFICATION OF JOINDER WITH MISS IMA HOGG, MRS. ALICE NICHOLSON HANZEN, MRS. MARGARET WELLS MARKUS AND THE CITY OF HOUSTON IN OIL AND GAS LEASE TO BROWCO, INC., COVERING MEMORIAL PARK IN HOUSTON, HARRIS COUNTY, TEXAS, SUBJECT TO ATTORNEY GENERAL'S APPROVAL AS TO LEGAL FORM. --At the Regents' meeting on July 25, 1975, subject to approval by the Attorney General as to legal form, the request of Brownco, Inc., for the Board of Regents to join with Miss Ima Hogg, Mrs. Alice Nicholson Hanszen and Mrs. Margaret Wells Markus (each of whom holds 1/8th royalty interest) and the City of Houston (who owns 1/2 royalty interest) in an oil and gas lease to Brownco, Inc., covering Memorial Park in Houston, Harris County, Texas, was authorized under the terms as set out below. This request was received shortly before the Regents' meeting on July 25 and was an emergency item, but was filed with the Secretary of State as a supplement to the agenda together with justification. It was resubmitted at this meeting.

Chairman Shivers reported that he had the consent of the Attorney General to ask the Board of Regents to withdraw its request to the Attorney General for approval or disapproval as to legal form the proposed oil and gas lease to Brownco, Inc. Whereupon, it was moved by Regent Clark and duly seconded that the request to the Attorney General be withdrawn and that the joinder under the following terms be approved:

Term - One Year and as long thereafter as oil and gas are being produced in paying quantities or drilling or reworking operations are being conducted in accordance with the lease terms.

Bonus - None. Lessee obligated to drill two wells to a depth of at least 9,000 feet, the first of such wells to be commenced within 180 days and the second of such wells to be commenced within 120 days after the completion or abandonment of the first well.

Royalty - Lessor to reserve a royalty on oil and gas of 25% until such time as lessee has recovered out of its working interest the total cost expended in drilling, testing, completing, equipping or plugging and abandoning all wells drilled on the leased premises as well as the cost of operating any producing wells at which time the royalty reserved to lessor shall be increased from 25% to 40%. Royalties are to be divided as follows:

City of Houston	1/2
*Ima Hogg	1/8
*Alice Nicholson Hanszen	1/8
*Margaret Wells Markus	1/8
Board of Regents of The University of Texas System, Trustee	1/8

Use of Surface - Lessee after consultation with the City of Houston shall designate two drilling sites of a maximum size of two acres. If production is obtained, lessee shall have the option to select four additional drill sites not to exceed two acres, each at such locations as are determined by the lessee and the City of Houston Parks Department. All drilling and other operations on the leased premises shall be conducted in a manner to comply with all existing statutes, laws, rules and regulations and ordinances adopted by governmental authority having jurisdiction in order that same may cause a minimum of interference to park operations, park environment and the enjoyment and use of the park by the public.

Assignment - Rights of the lessee shall not be assigned without the written consent of lessor.

The Chairman of the Board of Regents was authorized to execute the oil and gas lease and any and all instruments necessary to consummate this transaction when they had been approved as to content by the Deputy Chancellor and as to legal form by a University attorney.

It was noted that Miss Hogg, Mrs. Hanszen and Mrs. Markus have already executed the lease agreement and that the City of Houston has agreed in principle to the proposed lease and the Houston City Council's approval is expected at an early date.

*The Hogg family has agreed to assign its royalty interest to the City of Houston with any funds realized by the City from its interest or the interest assigned to it by the Hogg family to be devoted exclusively to the improvement and maintenance of public parks in the City of Houston and the acquisition of additional park land. The interest of Margaret Wells Markus and 1/2 of the interest of Alice Nicholson Hanszen is a life income interest only and upon their deaths the remainder shall vest in the Board of Regents of The University of Texas System, Trustee.

U. T. AUSTIN: WAIVER OF REGENTS' RULES AND REGULATIONS, PART ONE, CHAPTER III, SECTION 5.32 (NEPOTISM). -- Upon the recommendation of President Rogers, concurred in by System Administration, Section 5.32, Chapter III, Part One of the Regents' Rules and Regulations was waived to permit the half-time employment of Judith S. Evans as a Social Science Research Associate on a research project funded by The Grant Foundation, Inc., directed by her husband David T. Hakes, effective September 1, 1975 through May 31, 1976.

U. T. AUSTIN: AUTHORITY TO ACCEPT GRANT WITH EXCLUSIVE LICENSE IN PATENTABLE INVENTIONS FROM TRACOR, INC., AUSTIN, TEXAS (COMPLIANCE WITH REGENTS' RULES AND REGULATIONS, PART TWO, CHAPTER V, SUBSECTION 2.425). -- Upon recommendation of President Rogers, concurred in by System Administration, the following grant from Tracor, Inc., Austin, Texas, to Dr. E. L. Hixson of the Department of Electrical Engineering at The University of Texas at Austin providing for an exclusive license to any patentable inventions resulting therefrom was approved. This grant complies with Regents' Rules and Regulations, Part Two, Chapter V, Subsection 2.425.

The Chairman of the Board of Regents was authorized to execute the agreement when it had been approved as to content by the Deputy Chancellor and as to form by a University attorney.

(This is the best copy that can be made from the original agreement which apparently was a Xerox copy with original signatures.)

AGREEMENT

This Agreement is between:

Tracor, Inc., a Delaware corporation, having its principle place of business at 6500 Tracor Lane, Austin, Texas 78721, hereinafter referred to as "Tracor"; and

Bureau of Engineering Research of the College of Engineering of The Texas University at Austin, a Texas not-for-profit corporation, having its principle office at Austin, Texas 78712, hereinafter referred to as "UT".

Whereas, "UT" is about to embark on a certain research project relating to the design and development of a feasibility model of a Bone Conduction Calibrator, hereinafter referred to as "calibrator" and is desirous of certain funding participation by "Tracor" and,

Whereas, "Tracor" is interested in obtaining the exclusive manufacturing and marketing rights, design data and related design techniques, any feasibility models or other hardware developed during the research effort, copyrights and/or patent rights which may result from the study and development of the "calibrator".

Now Therefore, in consideration of the mutual promises set forth herein the parties hereto enter into the following covenants:

1. Scope

"UT" agrees to provide the services of Rodrigo Berrizueta, a certain electrical engineering graduate student, under the supervision of Dr. E. L. Hixson who shall perform a research project for the purpose of developing a "calibrator". The research project shall be broken down into two (2) basic tasks:

- a. Task I -- Feasibility Phase
- b. Task II - Completion and Model Development Phase

Task I is estimated to require three (3) calendar months for completion and Task II is estimated to require an additional three (3) calendar months for completion. During Task II "UT" will actually manufacture a working prototype "calibrator", hereinafter called the "model" should "Tracor" elect to fund Task II as contemplated in paragraph 3 of this agreement.

2. Progress Review

"Tracor" and "UT" shall meet once each month for a progress review and technical interchange meeting. The meeting place and time shall be established by mutual agreement of the parties hereto.

3. Termination

Upon completion of Task I or the end of three (3) calendar months, whichever occurs first, "Tracor" shall have the option after review of "UT" accomplishments and available data, to terminate this agreement or to continue funding said research for the remainder of the Agreement term.

4. Term

The term of this Agreement unless otherwise terminated shall be six (6) calendar months from the effective date of this Agreement.

5. Costs

All costs to be incurred in this research are to be paid from the Bureau of Engineering Research Accounts established from a grant-in-aid of \$4340.00 to be made by "Tracor". An overhead charge of 40% of expenditures is authorized.

The research under this agreement will be carried out in two tasks over a total time of six (6) calendar months. Task I will cost \$2150.00 of which \$1136.00 is for salaries, \$400.00 for certain support services and \$614.00 for overhead

Task II will cost \$2190.00 of which \$1164.00 is for salaries, \$400.00 for certain support services and \$626.00 is for overhead.

' 9-12-75

6. Payments

"Tracor" will pay costs monthly on the basis of itemized invoices supplied by "UT". Salaries, particular support services and overhead will be listed. Payments may be terminated at the end of three (3) months as specified in 3 above.

7. Notice

All payments and notices specified herein shall be made by mail to the respective parties at their addresses as follows:

Attention: R. E. Oliphint
Tracor, Inc.
6500 Tracor Lane
Austin, Texas 78721

Attention: Dr. E. L. Hixson
Department of Electrical Engineering
The University of Texas at Austin
Austin, Texas 78712

8. Patents

Should "UT" decide to patent the calibrator and its principle of operation "Tracor" will be granted an exclusive license for the life of the patent and agrees to pay to "UT" a royalty of \$5.00 per calibrator sold. Should "UT" decide not to pursue a patent in conjunction with the research "Tracor" and the inventor(s) are free to pursue and exploit any patents, copyrights or proprietary information. In the later case engineering notebooks, design data, related data, patents, copyrights, special techniques, the "calibrator" model and other hardware shall become the property of "Tracor".

9. Full Agreement and Applicable Law

This Agreement represents the entirety of the Agreement between "Tracor" and "UT" regarding the "calibrator" as of the effective date of this Agreement. Modifications and supplements hereto may be made only by written agreement of "Tracor" and "UT" or their heirs, successors or assigns.

All questions concerning the interpretation, construction, validity and effect of this Agreement and the rights and obligations hereunder shall be determined in accordance with the laws of the State of Texas.

10. Advertising Prohibition

"Tracor" agrees that it will not under any circumstances advertise or otherwise state or imply that "UT" has tested or approved any product or process.

1. Hold Harmless

"Traco" hereby indemnifies "UT" and agrees to save and hold "UT" harmless against and from any and all claims, demands, damages, costs, expenses and liabilities of any kind arising out of the manufacture, use or sale by "Tracor" or any of its sublicensees of any product or products embodying the use of the rights discovered under the terms of this Agreement and employed in the "calibrator".

2. Effective Date

This Agreement is executed in two (2) originals on the date set forth beside the executed signatures.

Date 9/3/75

"Tracor"
By R. E. Oliphint
R. E. Oliphint,
Division Vice President

Date 9/3/75

"UT"
By Edwin J. Hinson
Principal Investigator

Date 9/5/75

By J. H. Woodson
Chairman, Electrical Engineering Department

Date 9/05/75

By Samuel D. Boyer
Dean, College of Engineering

Date 5-8-75

By J. P. Wood
Associate Director
Bureau of Engineering Research

Date 9-5-75

By William L. ...
Vice President for
Business Affairs

Approved and Accepted:

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

Date _____

DALLAS HEALTH SCIENCE CENTER: WAIVER OF REGENTS' RULES AND REGULATIONS, PART TWO, CHAPTER V, SUBSECTION 2.4 (PATENT POLICY) AND AUTHORIZATION FOR MEMORANDUM OF AGREEMENT WITH MONSANTO COMPANY. --Subsection 2.4, Chapter V, Part Two of the Regents' Rules and Regulations (Patent Policy) was waived, and a contract with Monsanto Company was authorized in which contract the University waived all rights to any patentable invention that may result from the research. The agreement with Monsanto Company is in the amount of \$33,000 for two years to Dr. John M. Dietsch of The University of Texas Health Science Center at Dallas and relates to research on certain polymers and their effect on the lowering of blood cholesterol.

The Chairman of the Board of Regents was authorized to execute this agreement, a copy of which is set out below:

(This is the best copy that can be made from the original agreement which apparently was a Xerox copy with original signatures.)

MEMORANDUM OF AGREEMENT

Memorandum of Agreement entered into as of July 1, 1975

by and between:

MONSANTO COMPANY

a Delaware corporation (herein called "Monsanto") having its general offices at 800 North Lindbergh Boulevard, St. Louis, Missouri 63156

and

UNIVERSITY OF TEXAS

SOUTHWEST MEDICAL SCHOOL

a Texas corporation (herein called "University") having its principal office at 5323 Harry Hines Blvd., Dallas, Texas

Whereas Monsanto has determined that certain polymers have an effect in lowering or controlling blood cholesterol levels and is interested in further evaluation of the physical characteristics of such polymers as well as effects of feeding such substances on

absorptive and metabolic pathways, and whereas University recognizes the scientific significance and potential importance of such evaluations and is interested in conducting and capable of conducting such evaluations:

It is therefore agreed:

1. University will conduct and Monsanto will pay the costs of certain long term studies on the metabolic and physiological effects of feeding various Monsanto polymers to animals, to be termed "The Studies" and to be generally in accord with the description of Exhibit A attached hereto (Proposed Long-Term Studies on the Metabolic and Physiological Effects of Feeding The Various Monsanto Polymers to Animals) and as determined by agreement between the parties hereto from time-to-time.

2. The studies are to be under the general direction of Professor John M. Dietschy and University agrees to make Professor Dietschy available for such direction and that availability of Professor Dietschy is a condition for the continuance of the obligations of Monsanto hereunder.

3. For the work performed in The Studies Monsanto agrees to pay the costs, including salaries, supplies, equipment and overhead, incurred by University in accordance with written commitment or commitments between Monsanto and University as to the work to be undertaken and the budgeted costs for which Monsanto shall pay. It is planned that a selected phase or phases of the work shall be approved by Monsanto and commitments made on a budget therefor.

4. The initial term for the Studies shall be one year, starting July 1, 1975 and ending June 30, 1976, and it is expected that the costs of the studies during that term will be approximately

\$33,000. It is understood that Monsanto does not intend to authorize or pay for costs in excess of that figure. The term is to be renewable, at Monsanto's option, for an additional year, provided that the parties mutually agree upon the basis of renewal. If Monsanto decides to renew the term for an additional year, it shall so notify University by April 30, 1976.

5. Monsanto shall make quarterly payments at the start of each quarter of a year under the agreement, with each payment being Eight Thousand Two Hundred Fifty Dollars (\$8,250.00) during the initial year under the agreement. Within one month of the end of each quarter, University shall provide Monsanto with a statement of costs incurred in accord with approved budgets during the quarter and a statement of the balance in Monsanto's account. It is recognized that the rate of expenditures and costs will vary from quarter to quarter.

6. It is understood that the charges to Monsanto under this agreement will be fair charges to reimburse properly the costs incurred, including a proper overhead charge, so that Monsanto is bearing the entire cost of The Studies.

7. Reports will be submitted on a quarterly basis, summarizing and interpreting results and protocols used. Summary reports will be submitted on an interim basis from time to time detailing protocols and test results shortly after completion of particular phases of tests. University further agrees to discuss orally, from time-to-time, the progress of tests and their interpretation with Monsanto. An annual report summarizing the results of the initial year shall be due after the initial year, which report may incorporate parts of previous reports.

8. University recognizes that in the conduct of these tests it may receive from Monsanto confidential information concerning purposes of and plans for investigations, chemical compounds

and processes and other information with economic and business significance to Monsanto, and University agrees to maintain in confidence and not to disclose to others any confidential information of or received from Monsanto except when and then only to the extent that Monsanto in writing consents to disclosure in advance thereof, and this requirement to maintain in confidence shall continue at all times beyond the term for The Studies. Information shall be considered confidential unless and until it has been published, or unless it is already in the possession of University when received from Monsanto, or is received by University with no obligation of confidence from a third party who has not received the same directly or indirectly from Monsanto. Further, University agrees that such confidential information, chemical compounds, etc., shall be used solely for the purposes of carrying out the provisions of this agreement, and that such confidential information, chemical compounds, etc. remain the property of Monsanto and non-expended amounts of material be returned to Monsanto at the conclusion of this agreement.

9. All information generated in the performance of this Agreement is to be maintained in confidence until publication is permitted or Monsanto otherwise agrees to disclosure. It is recognized that the findings of The Studies are expected to be of sufficient interest to warrant publication and that University and its researchers have a valid interest in publishing their findings. Accordingly, University may publish findings of The Studies, provided that advance copies of proposed publications are submitted for review by Monsanto, and Monsanto is afforded a reasonable time for filing patent applications on any patentable subject matter therein and approving such publications, but Monsanto will not unreasonably withhold permission because of patentable or otherwise confidential data beyond two years. It

is understood that provision for publication by University concerns work performed by University, and that Monsanto is entitled to make its own determination as to when and if to publish its own work, or whether to permit confidential information transmitted to University to be included in a University publication.

10. University agrees that all inventions or discoveries, whether or not patentable, which are conceived or first reduced to practice,

(a) in the performance of this Agreement,

or,

(b) as a result of Monsanto suggestions or information, shall be reported to and be the property of Monsanto and shall be assigned along with patents thereon to Monsanto; and University agrees to cooperate with Monsanto, at Monsanto's expense and request, in obtaining patents and securing title thereto in all countries. University further agrees that all materials produced and all conceptions, results, findings, conclusions and other information generated under this Agreement shall be the property of Monsanto. University agrees to record and keep information generated under this Agreement in notebooks or other records separate from those used for information not so generated.

11. University agrees to require all of its employees, representatives and agents employed on this Agreement to sign agreements concerning confidentiality and inventions appropriate to permit University to fulfil its obligations hereunder. The agreements shall be obtained from all personnel so employed, including employees, students, graduate students, post graduates, instructors, and professors, including visiting professors and Fellows.

12. It is understood that Monsanto will be supplying certain polymers for evaluation hereunder, such polymers generally being polysurfactants, and that University will utilize such polymers only for evaluation hereunder, unless expressly authorized by Monsanto to use the polymers for other specific purposes.

13. John H. Johnson of Monsanto shall be named as the Monsanto contract representative for purposes of this Agreement, and all agreements for work, budgets, or expenditures pursuant hereto shall require his written approval.

14. No advertising or publicity matter of either Monsanto or University having or containing any references to the contribution of the other to the conduct of The Studies shall be made use of by either until approved by the other, except for the right of quoting from or citing any publication of the other.

15. University agrees that it and Professor Dietschy shall be acting as independent contractors and not as employees of Monsanto. University agrees that performance of the work hereunder shall be at the sole risk of the University and Professor Dietschy and associates, and that Monsanto shall incur no liability to any party arising out of or as a result of work pursuant hereto, except for payments as provided.

MONSANTO COMPANY

by R. W. Schuler

BOARD OF REGENTS FOR
UNIVERSITY OF TEXAS
SOUTHWEST MEDICAL SCHOOL

Assented to:

Dr. John M. Dietschy

J. M. Dietschy

by _____
Chairman

Date _____

HOUSTON HEALTH SCIENCE CENTER: HOUSTON HEALTH SCIENCE CENTER FOUNDATION (DEVELOPMENT BOARD); HOUSTON MEDICAL SCHOOL ADVISORY COUNCIL; HOUSTON DENTAL BRANCH ADVISORY COUNCIL; GRADUATE SCHOOL OF BIOMEDICAL SCIENCES AND SPEECH AND HEARING INSTITUTE ADVISORY COUNCIL; SCHOOL OF ALLIED HEALTH SCIENCES ADVISORY COUNCIL; AND PUBLIC HEALTH SCHOOL ADVISORY COUNCIL - NOMINEES FOR MEMBERSHIP. --Nominees for membership of the Board of Directors of the Houston Health Science Center Foundation (Development Board for Houston Health Science Center) and its five advisory councils (Houston Medical School Advisory Council; Houston Dental Branch Advisory Council; Graduate School of Biomedical Sciences and Speech and Hearing Institute Advisory Council; School of Allied Health Sciences Advisory Council; and Public Health School Advisory Council) were nominated. Those who have accepted the appointments will be reported at the Regents' meeting on October 24, 1975, when the membership of all advisory boards and their advisory councils are reported for the record.

UNIVERSITY CANCER CENTER: ACQUISITION OF 12.93 ACRE (SURPLUS) TRACT, BASTROP COUNTY, FROM UNITED STATES DEPARTMENT OF HEALTH, EDUCATION AND WELFARE. --With reference to the acquisition of a 12.93 acre tract of land, Bastrop County, Texas, declared surplus, the following resolution was adopted:

RESOLUTION

WHEREAS, Certain real property owned by the United States of America consisting of a 12.93 acre tract of land in Bastrop, Bastrop County, Texas, which is bounded on the North by Pershing Boulevard, on the West by Avenue C, on the South by Tenth Street and on the East by a tract of land owned by the City of Bastrop, Texas, and known as a part of the old "Camp Swift" property, has been declared surplus and may be available for disposal by the Secretary of Health, Education and Welfare; and

WHEREAS, The University of Texas System Cancer Center at Houston is in need of said property and can utilize same for health and educational use; and

WHEREAS, It is the desire of the Board of Regents of The University of Texas System, the governing authority of The University of Texas System Cancer Center at Houston, to submit an application to the United States Government for acquisition of the property or a portion thereof, under the provisions of Section 203(k)(1) of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as Amended, and regulations and procedures promulgated thereunder.

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents of The University of Texas System that R. Lee Clark, M.D., President of The University of Texas System Cancer Center at Houston, be and he is hereby designated as the proper official of said Board by whom negotiations for such acquisitions are to be prosecuted; he is hereby duly authorized to do any and all things necessary and proper to procure acquisition of, and to accept, the property approved for transfer by the Department of Health, Education and Welfare. The designated official will sign all documents pertaining to the acquisition of the property and he or his successor in function will sign annual utilization reports which will be required by the Deed.

BE IT FURTHER RESOLVED that The University of Texas System Cancer Center at Houston is ready, willing and able, and is hereby authorized to commence the proposed program within a period of time prescribed by the regulations of the Department of Health, Education and Welfare; to pay all external administrative expenses incident to the transfer of said property; to assume the expense of commencing and operating the proposed program; and to assume immediate care and maintenance thereof upon transfer.

BE IT FURTHER RESOLVED that three certified copies of this Resolution be furnished to the Assistant Regional Director for Surplus Property Utilization, Department of Health, Education and Welfare as evidence of the official action of the Board of Regents of The University of Texas System in authorizing the application for, and acquisition of said property.

IN TESTIMONY WHEREOF we hereunto sign our names and attach the seal of said institution for it and in its behalf this
 _____ day of _____, 1975.

ATTEST:

BOARD OF REGENTS OF THE
 UNIVERSITY OF TEXAS SYSTEM

 Secretary

By _____
 Chairman

MEMORIAL RESOLUTION TO MISS IMA HOGG. --By unanimous vote, it was ordered that an appropriate Memorial Resolution to Miss Ima Hogg, one of the great benefactors of The University of Texas System, be prepared and inserted in the Minutes of the meeting to be held on October 24, 1975.

COMMITTEE OF THE WHOLE - EXECUTIVE SESSION
(Pages 98 - 103)

Chairman Shivers pursuant to Article 6252-17, Sections 2(f) and (g), Vernon's Texas Civil Statutes reported on the following items that had been discussed in Executive Session of the Committee of the Whole and called for consideration of those requiring action:

U. T. DALLAS: AUTHORIZATION FOR SALE OF 7 ACRES, COLLIN COUNTY, TEXAS; DEDICATION OF RIGHT-OF-WAY; LEASE AGREEMENT WITH CITY OF RICHARDSON FOR PARK PURPOSES. --The following resolution was approved:

WHEREAS, The City of Richardson, realizing the need for development of access thoroughfares at The University of Texas at Dallas and particularly the north side of the campus, has passed a bond issue providing funds for the extension of Renner Road on to the campus of the University at the northeast corner and also providing for a proposed water distribution, pump station and ground storage site;

WHEREAS, On January 31, 1975, the Board of Regents of The University of Texas System approved an exchange of land with the Excellence in Education Foundation, wherein U. T. Dallas acquired 28.9417 acres (being a part of a total acquisition of approximately 102 acres) located near the northeast corner of the campus in Collin County, Texas; and

WHEREAS, The City of Richardson proposes to extend Renner Road across the 28.9417 acre tract and also to locate the pump station and ground storage site on said land; now, therefore, be it

RESOLVED, (1) That seven acres of land in Collin County, Texas (out of the 28.9417 acre tract) be conveyed to the City of Richardson at the rate of \$10,500 per acre or a total consideration of \$73,500 (sale price based on appraisal of W. Dallas Addison and Associates dated January 22, 1975, in connection with the acquisition of approximately 102 acres of land in an exchange between the Board of Regents of The University of Texas System and the Excellence in Education Foundation by that certain Deed dated February 27, 1975, recorded in Volume 947, Pages 439-447, of the Deed Records of Collin County, Texas);

(2) That there be dedicated to the City of Richardson a 120 foot right-of-way across the 28.9417 acre tract (approximately 2-1/2 acres) including an intersection with a proposed extension of Armstrong Road (approximately 1/3 of an acre) from the City of Plano to the north into the City of Richardson;

(3) That there be executed a long term lease (use of the land to be restricted to park purposes) for a nominal consideration between the Board of Regents of The University of Texas System and the City of Richardson, covering a small tract of land of approximately 5.4 acres, at the

southeast corner of the 28.9417 acre tract which would be rendered inaccessible to vehicular traffic; and
(4) That the Chairman of the Board of Regents be authorized to execute all necessary instruments to consummate these transactions when each instrument has been approved as to content by the Deputy Chancellor and as to form by a University attorney.

It was pointed out that it is the intent of the City of Richardson that the small park to be developed would be primarily used by the students, faculty and staff of U. T. Dallas.

U. T. DALLAS: AUTHORIZATION TO EXCHANGE APPROXIMATELY 4.039 ACRES OF U. T. DALLAS LAND FOR APPROXIMATELY 4.039 ACRES OF LAND OWNED BY THE EXCELLENCE IN EDUCATION FOUNDATION (BOTH TRACTS LOCATED IN COLLIN COUNTY, TEXAS). --
With respect to an exchange of land between the Board of Regents of The University of Texas System and the Excellence in Education Foundation, for the benefit of The University of Texas at Dallas, the following resolution was adopted:

WHEREAS, On January 31, 1975, the Board of Regents of The University of Texas System approved an agreement to exchange lands between the Excellence in Education Foundation and the Board of Regents on behalf of The University of Texas at Dallas;

WHEREAS, The land acquired for the U. T. Dallas campus included a tract of approximately 10.7432 acres on the north side of the St. Louis and Southwestern Railroad and on the east side of the Gulf Colorado and Santa Fe Railroad in Collin County, Texas, which forms the extreme northeast corner of the campus;

WHEREAS, In order to take maximum advantage of a proposed location of LOOP #9 (an outer perimeter route planned to circle the Dallas Metropolitan Area at its farthest fringes) for the benefit of the Excellence in Education Foundation (and thus to the ultimate benefit of The University of Texas at Dallas), the Excellence in Education Foundation is finalizing an exchange of land with other parties in the area; however, in order to complete the package necessary for this exchange the Excellence in Education Foundation needs to exchange approximately 4.039 acres of its land located on the west side of the proposed routing of Armstrong Road and immediately north of a portion of the above mentioned 10.7432 acre tract, for approximately 4.039 acres of U. T. Dallas land;

WHEREAS, The land exchanged will also have the effect of fixing the location of Armstrong Road as a major access thoroughfare at the northeastern edge of the U. T. Dallas campus;

WHEREAS, The proposed route of Armstrong Road mentioned above will be coordinated with the proposed location and dedication of Renner Road and its intersection with Armstrong Road; and

WHEREAS, Because of the time element involved with the Collin County officials who are acquiring the right-of-way for LOOP #9 and because of deadlines of the State Highway Department, Chairman Shivers executed the necessary papers for the exchange of this land and the right-of-way dedication on August 21, 1975; now, therefore, be it

RESOLVED, (1) That approximately 4.039 acres of U. T. Dallas land located on the east side of the proposed routing of Armstrong Road and being a portion of the 10.7432 acre tract referred to herein be exchanged for approximately 4.039 acres of land owned by the Excellence in Education Foundation and located on the west side of the proposed routing of Armstrong Road and immediately north of a portion of the 10.7432 acre tract;

(2) That there be dedicated one-half of the right-of-way for the proposed Armstrong Road along approximately 528 feet at the northeastern edge of the campus (approximately 0.6 of an acre); and

(3) That the action of the Chairman of the Board of Regents in executing the necessary instruments which had been approved as to form by a University attorney and as to content by the Deputy Chancellor be in all things ratified and approved.

REPORTS OF SELECTION COMMITTEES FOR CHIEF ADMINISTRATIVE OFFICERS OF U. T. PERMIAN BASIN AND U. T. AUSTIN. --Before calling for the reports of the selection committees for presidents of The University of Texas of the Permian Basin and The University of Texas at Austin, Chairman Shivers outlined the selection process which had been followed. The committees followed the procedures directed in the Regents' Rules and Regulations for the selection of the Chief Administrative Officers of the component institutions. First, the Rules state that ordinarily the Chancellor will authorize the establishment of a component institution advisory committee consisting of faculty and students. This was done at both institutions. At this point, Chairman Shivers digressed to compliment both of these advisory committees stating that each had worked diligently and faithfully many hours over several months.

The next step in the procedure is for the advisory committee to make its recommendation to the selection committee who in turn, under the chairmanship of Chancellor LeMaistre, makes its report to the Board of Regents.

The student-faculty advisory committee and the selection committee function in an advisory capacity to the Regents who have final authority to make the appointment.

Chairman Shivers then recognized Chancellor LeMaistre, Chairman of the two selection committees, who presented the following reports on Pages 101 - 103.

At the outset of this report, I stress the importance of maintenance of confidentiality of the selection process prior to final action by the Board of Regents and after that action as well. It is the individual responsibility of all involved in the process to maintain that confidentiality in the best interests of those considered and of The University of Texas.

The Regents' Rules and Regulations, Part One, Chapter II, Section 4.1 sets forth the procedures by which the Chief Administrative Officers of the component institutions are selected. This section details the involvement of the institutional faculty-student advisory committee, the Selection Committee, the Chancellor, and the Board of Regents. Specifically, the Chancellor is authorized to appoint the Chief Administrative Officer after receiving the assistance of the Selection Committee and the prior approval of the Board of Regents. At The University of Texas at Austin and at The University of Texas of the Permian Basin, I authorized the appointment of a Faculty-Student Advisory Committee. These advisory committees have worked in complete harmony with their respective selection committees and they have rendered their collective judgments to the selection committees.

The report which follows sets forth the final considerations of the Selection Committee for the President of The University of Texas of the Permian Basin and for the President of The University of Texas at Austin and requests approval by the Board of Regents for the Chancellor to make the recommended appointments.

The University of Texas of the Permian Basin

The Faculty-Student Advisory Committee screened over 200 applications and nominations for the presidency and presented to the Selection Committee a final list of seven ranked candidates. In joint session the Advisory and Selection Committees agreed to a "preferred list" of candidates. The list included nominations which initiated from both committees. Four of these five candidates were visited in their home communities by representatives of the Advisory and Selection Committees, and the list of preferred candidates reduced to three.

These final candidates were interviewed at the U. T. Permian Basin campus on August 19-20, ranked by the Advisory Committee, and voted on by the Selection Committee.

Mr. Chairman, I submit for the approval of the Board of Regents the preference of the Selection Committee in which I concur. The recommendation is that President ad interim Cardozier be appointed President of The University of Texas of the Permian Basin effective immediately.

Adoption of Report. --Regent Nelson moved that the report of the Selection Committee for the Chief Administrative Officer of The University of Texas

of the Permian Basin as presented by Chancellor LeMaistre be adopted; Regent McNeese seconded the motion, and a show of hands reflected the following vote:

AYES

Chairman Shivers
Regent Clark
Regent (Mrs.) Johnson
Regent McNeese
Regent Nelson
Regent Sterling

NOES

Regent Bauerle
Regent Law

The University of Texas at Austin

Following several months devoted to the careful screening of many applicants and nominations, the Faculty-Student Advisory Committee recommended a list of preferred candidates to be included in the personal interview process. With the acquiescence of the Advisory Committee, the Selection Committee added to the list of candidates to be interviewed with the understanding that the Advisory Committee would subsequently express their collective advice on the suitability of the persons interviewed. This understanding was confirmed in a letter dated June 23, 1975 from the Chairman of the Advisory Committee to the Chairman of the Selection Committee.

Each of these candidates was visited in his home community by a team made up of representatives of both the Advisory and Selection Committees. In addition, each candidate had on-campus visits with both Committees and other faculty/administrative representatives.

On September 9, 1975 the Advisory and Selection Committees met in joint session. The Advisory Committee reported their views on the suitability of all individuals interviewed. On the same day, the Selection Committee met separately and requested additional information on two of the persons under consideration. On September 10th and 11th, the additional information requested was obtained with the assistance of the Advisory Committee.

The Selection Committee met, reviewed the recommendations of the Advisory Committee and discussed the candidates.

Mr. Chairman, I submit for approval by the Board of Regents the recommendation by the Selection Committee in which I concur that President ad interim Rogers be appointed President of The University of Texas at Austin immediately.

Adoption of Report. --Regent Clark moved that the report of the Selection Committee for the Chief Administrative Officer of The University of

19-12-75

103

Texas at Austin as presented by Chancellor LeMaistre be adopted; Regent McNeese seconded the motion, and a show of hands reflected the following vote:

AYES

Chairman Shivers
Regent Clark
Regent McNeese
Regent Nelson
Regent Sterling

NOES

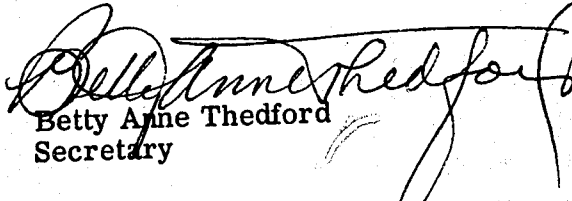
Regent Bauerle
Regent (Mrs.) Johnson
Regent Law

REPORTS OF SPECIAL COMMITTEES

REPORT OF SPECIAL COMMITTEE ON DEVELOPMENT OF BALCONES RESEARCH CENTER: ADMINISTRATIVE CONTROL AND MANAGEMENT PLACED UNDER U. T. AUSTIN. --The Special Committee on the Development of Balcones Research Center wishes to report that it is continuing its study on the development of the Center and to recommend to the Board of Regents that the Balcones Research Center be placed under the administrative control and management of The University of Texas at Austin.

The foregoing report submitted in the supporting material was adopted.

ADJOURNMENT. --There being no further business, the meeting was duly adjourned at 12:25 p. m.


Betty Aine Thedford
Secretary

September 16, 1975