

September 30, 1969

Mr. Sol Goodell
Thompson, Knight, Simmons and Bullion
Republic National Bank Building
Dallas, Texas 75201

Dear Sol:

I am enclosing copies of executed novation agreements for the following:

Department of Health, Education, and Welfare
National Aeronautics and Space Administration

Also included is the complete file of Life Insurance Medical Research Fund, and the American Cancer Society, Inc.

There is attached a letter to Frank Erwin approving admission of The University of Texas at Dallas to membership in TAGER, and a copy of their revised bylaws which permits this action.

I hope you will let me know if I fail to send you something you need.

Sincerely,

*

Ralph N. Stohl
Vice President

Not available for signature - out of city.

Attachments

September 29, 1969

Mr. Graves Landrum
Vice-Chancellor for Operations
The University of Texas System
Austin, Texas 78712

Dear Graves:

I am enclosing the original and one copy each of executed copies
of the following novation agreements:

Department of Health, Education, and Welfare
National Aeronautics and Space Administration

The original, I understand, is for Miss Thedford's official Board
records.

Sincerely,

Ralph N. Stohl
Vice President

Enclosures

RNS/cb

bcc: Sol Goodell
Stewart Fallis
David Canham (w/o enclosures)



DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE
NATIONAL INSTITUTES OF HEALTH
BETHESDA, MARYLAND 20014

September 26, 1969

Mr. D. W. Canham, Jr.
Director of Research Support
University of Texas at Dallas
Box 30365
Dallas, Texas 75230

Dear Mr. Canham:

Enclosed is one copy of the Agreement, signed by me in behalf of the Department of Health, Education, and Welfare, recognizing the University of Texas at Dallas as the successor grantee for certain grants originally awarded to the Southwest Center for Advanced Studies.

Awarding agencies administratively responsible for those grants listed in Exhibit A of the Agreement have been notified that the University of Texas at Dallas assumed the duties, obligations, and liabilities of the Southwest Center for Advanced Studies effective September 1, 1969. We are enclosing a copy of this notification for your information.

We appreciate your excellent cooperation in this matter. If the staff of this office can be of any further assistance, please feel free to contact us.

Sincerely yours,

D. T. Chalkley, Ph.D.
Special Assistant to the Director
Division of Research Grants

Enclosures

Memorandum

TO : See below

DATE: September 25, 1969

FROM : Chief, Institutional Relations Section, DRG, NIH

SUBJECT: University of Texas at Dallas

The Legislature of the State of Texas, 61st Regular Session, 1969, authorized and directed the Board of Regents of the University of Texas System to establish and maintain a state-supported institution of higher education to be known as the University of Texas at Dallas. The Board of Regents of the University of Texas System, by an official resolution dated August 1, 1969, accepted the gift, donation, and transfer of the Southwest Center for Advanced Studies (at Dallas) for establishment of the University of Texas at Dallas, effective September 1, 1969.

Accordingly, the Southwest Center for Advanced Studies ceased to exist as a corporate entity as of midnight, August 31, 1969. The University of Texas at Dallas acquired concurrently certain assets and assumed all liabilities, obligations, and objectives of previously approved projects of the Southwest Center for Advanced Studies. Under these circumstances, donation and transfer of the Southwest Center for Advanced Studies for establishment of the University of Texas at Dallas is not considered to be a change of grantee institution as usually interpreted by PHS. Accordingly, requests for non-competing continuation support should be processed as type 5 applications rather than as type 7 applications. No changes in indirect cost rates, cost sharing agreements nor vendor code numbers are contemplated.

Individuals authorized to sign grant applications for the University of Texas at Dallas:

Dr. Francis S. Johnson, President, Acting
Mr. Stewart C. Fallis, Vice President for Business Affairs
Mr. David W. Canham, Jr., Director of Research Support

Fiscal Officer to receive payments:

Mr. Wesley J. Elliston, Business Officer-Controller

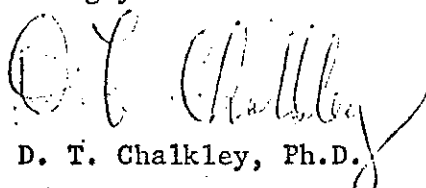
Address of Grantee:

The University of Texas at Dallas
Post Office Box 30365
Dallas, Texas 75230



Subject: University of Dallas continued
September 25, 1969
page 2

Attached is (1) a list of currently active research grants and career awards, and (2) a list of terminated research grants for which final reports of expenditure have not been accepted. All grant and award records should be revised accordingly.


D. T. Chalkley, Ph.D.

Enclosures

Addressees:

DHEW, Office of the Assistant Secretary, Comptroller
Director, Audit Agency
Director, Division of Grants Administration Policy
NIH, Associate Director for Extramural Research and Training
Operations Analysis Officer
NIH, ODA, Assistant Director, Finance
NIH, NLM, Associate Director for Extramural Programs
NIH, BEMT, Division Directors
NIH, Institute Associate Directors for Extramural Programs
NIH, DRG, Associate Director (Analysis and Statistics)
NIH, DRG, Special Assistant to the Director
NIH, DRG, Chief, Career Development Review Branch
NIH, DRG, Chief, Research Grants Review Branch

Information copies to: Administrator, CPEHS
Administrator, HSMHA

CURRENTLY ACTIVE RESEARCH GRANTS AND CAREER AWARDS

<u>Grant No.</u>	<u>Initial Review Group</u>	<u>SCAS No.</u>	<u>Principal Investigator</u>	<u>Current Budget Period End-Date</u>
R01 GM 12813-05	GEN	1439-5	W. Harm	31 January 1970
R01 AI 06971-04	RAD	1453-4	J. Jagger	31 August 1969 (Additional year's support approved - award not received)
R01 GM 16547-04 (formerly RH-422)	BIO	1455-4	C. Rupert	28 February 1970
P01 GM 13234-04	GMP	1466-4	R. Clowes	31 December 1969
R01 GM 14394-03	GEN	1487-3	R. Clowes	31 August 1969 (grant period is to 31 August 1971 - new award not received)
K03 GM 34963-03	CSD	1493-3	W. Harm	31 December 1969
K03 GM 34964-03	CSD	1494-4	D. Lang	31 December 1969
S01 FR 05646-03	NSS	1601-3	R. Clowes	31 December 1969
R01 GM 15142-03	PC	1606-3	H. Bremer	31 March 1970
R01 AI 08262-03	GEN	1609-3	Y. Lanni	31 January 1970
R01 GM 16212-02	PC	1628-2	D. McCorquodale	31 December 1969

TERMINATED RESEARCH GRANTS

FOR WHICH FINAL REPORTS OF EXPENDITURE HAVE NOT BEEN ACCEPTED

<u>Grant No.</u>	<u>Initial Review Group</u>	<u>SCAS No.</u>	<u>Principal Investigator</u>
5 R01 GM 14206-02	GEN	1481-2	R. Bauerle
3 R01 GM 14206-0252	GEN	1481-2	R. Bauerle
5 R01 GM 14206-3	GEN	1481-3	R. Bauerle
5 R01 GM 12813-03	GEN	1439-3	W. Harm
3 R01 GM 12813-0351	GEN	1439-3	W. Harm
2 R01 GM 12813-04	GEN	1439-4	W. Harm
5 P01 GM 13234-03	GMP	1466-3	R. Clowes
5 P01 GM 14394-02	GEN	1487-2	R. Clowes
5 R01 GM 14024-02	GEN	1486-2	R. Hausmann
1 R01 GM 15142-01	PC	1606-1	H. Bremer
5 R01 GM 15142-02	PC	1606-2	H. Bremer
5 K03 GM 12321-02	CSD	1603-2	R. Bauerle
5 R01 HD 01733-02	GEN	1454-2	W. Krone
5 R01 HD 01733-03	GEN	1454-3	W. Krone
5 R01 AM 09410-04	NTN	1462-4	D. Harris
5 R01 AI 06971-03	RAD	1453-3	J. Jagger
2 R01 AI 08262-02	GEN	1609-2	Y. Lanni
5 R01 RH 00422-03	BIO	1455-3	C. Rupert
5 S01 FR 05646-02	NSS	1601-2	R. Clowes

AGREEMENT

This agreement, entered into as of the 1st day of September, 1969, by and between the Southwest Center for Advanced Studies, a nonprofit corporation duly organized and existing under the laws of the State of Texas with its principal office in Richardson, Texas, (hereinafter referred to as the "Transferor"); and the Board of Regents of The University of Texas System for the use and benefit of The University of Texas at Dallas, a state-supported institution of higher education of the State of Texas, (hereinafter referred to as the "Transferee"); and the United States of America (hereinafter referred to as the "Government"), WITNESSETH:

WHEREAS, the Government, represented by the various contracting officers of the United States Department of Health, Education, and Welfare, has entered into certain contracts and grants with the Transferor, as set forth in the attached list, marked "Exhibit A" to this agreement and incorporated herein by reference; and the term "contracts and grants" as hereinafter used means the above-referenced contracts and grants, including modifications thereto, heretofore made between the Government, represented by various contracting officers of the above-named Department and the Transferor (whether or not performance and payment have been completed and releases executed, if the Government or the Transferor has any remaining rights, duties or obligations thereunder), and including modifications thereto hereafter made between the Government and the Transferee;

WHEREAS, effective as of September 1, 1969, the Transferor assigned, conveyed, and transferred to the Transferee certain contracts and grants described in Exhibit A for research and educational activities now in the possession of the Transferor;

WHEREAS, by virtue of said agreement, conveyance and transfer the Transferee will assume all the duties, obligations, and liabilities of the Transferor under the contracts and grants;

WHEREAS, the Transferee is in a position to fully perform the contracts and grants, and such duties and obligations as may exist under the contracts and grants;

WHEREAS, it is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts and grants; and

WHEREAS, there has been filed with the Government evidence of the said assignment, conveyance or transfer.

NOW, THEREFORE, in consideration of the premises, the Transferee hereto agrees to:

1. Assume responsibility for, be bound by, and comply with the terms and conditions of each grant and governing policies and regulations of the Department of Health, Education, and Welfare.

2. Comply with the conditions of the Individual Cost Sharing Agreement negotiated with the Public Health Service.

3. Accept reimbursement for indirect costs, upon the basis of, and subject to rates negotiated with the Department of Health, Education, and Welfare.

4. Ratify and confirm all actions heretofore taken by the Southwest Center for Advanced Studies with respect to continuation of research, training, and fellowship grants, and career awards, on and after September 1, 1969, with the same force and effect, as if the action had been taken by the Board of Regents of The University of Texas System for the use and benefit of The University of Texas at Dallas.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the day and year first above written.

ATTEST:

UNITED STATES OF AMERICA
DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

By

D. P. Chalkley

ATTEST:

SOUTHWEST CENTER FOR ADVANCED STUDIES

By

Sol Goodell
Asst. Secretary

Ralph N. Stohl
Vice-President

TRANSFEROR

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

By

Belle Anne Thelley
Secretary

Frank C. Erwin, Jr.
Chairman

TRANSFeree

CERTIFICATE

Sol Goodell Assistant
I, ~~Ralph N. Stohl~~, certify that I am the Secretary of the Southwest Center for Advanced Studies, referred to as Transferor above; that Ralph N. Stohl, who signed this agreement on behalf of said corporation, was then Vice President of said corporation; and that this agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

WITNESS MY HAND AND SEAL OF SAID CORPORATION this 1st day of September, 1969.

Sol Goodell
~~XXXXXXXXXXXX~~
Sol Goodell

CERTIFICATE

I, Betty Anne Thedford, certify that I am the Secretary of the Board of Regents of The University of Texas System, referred to as Transferee above, that Frank C. Erwin, Jr., signed the agreement on behalf of said Board, was then the Chairman of the Board of Regents of The University of Texas System; and that this agreement was duly signed for and on behalf of the Board of Regents of The University of Texas System and is within the scope of its legal powers.

WITNESS MY HAND AND SEAL of the Board of Regents of The University of Texas System this 1st day of September, 1969.


Betty Anne Thedford

<u>GRANT NO.</u>	<u>SCAS NO.</u>	<u>Principal Investigator</u>	<u>Current Budget Period End-Date</u>
RO1 GM12813-05	1439-5	W. Harm	31 January 1970
RO1 A106971-04	1453-4	J. Jagger	31 August 1969 (Additional year's support approved - award not received)
RO1 GM16547-04	1455-4	C. Rupert	28 February 1970
PO1 GM13234-04	1466-4	R. Clowes	31 December 1969
RO1 GM14394-03	1487-3	R. Clowes	31 August 1969 (grant period is to 31 August 1971 - new award not received)
K03 GM34963-03	1493-3	W. Harm	31 December 1969
K03 GM34964-03	1494-4	D. Lang	31 December 1969
S01 FRO5646-03	1601-3	R. Clowes	31 December 1969
RO1 GM15142-03	1606-3	H. Bremer	31 March 1970
RO1 A108262-03	1609-3	Y. Lanni	31 January 1970
RO1 GM16212-02	1628-2	D. McCorquodale	31 December 1969

GRANTS EXPIRED BUT WHOSE FINAL

REPORTS HAVE NOT AS YET BEEN ACCEPTED BY NIH

<u>Grant No.</u>	<u>SCAS No.</u>	<u>Principal Investigator</u>
5 R01 GM14206-02	1481-2	R. Bauerle
3 R01 GM14206-0252	1481-2	R. Bauerle
5 R01 GM14206-03	1481-3	R. Bauerle
5 R01 GM12813-03	1439-3	W. Harm
3 R01 GM12813-0351	1439-3	W. Harm
2 R01 GM12813-04	1439-4	W. Harm
5 P01 GM13234-03	1466-3	R. Clowes
5 P01 GM14394-02	1487-2	R. Clowes
5 R01 GM14024-02	1486-2	R. Hausmann
1 R01 GM15142-01	1606-1	H. Bremer
5 R01 GM15142-02	1606-2	H. Bremer
5 K03 GM12321-02	1603-2	R. Bauerle
5 R01 HD01733-02	1454-2	W. Krone
5 R01 HD01733-03	1454-3	W. Krone
5 R01 AM09410-04	1462-4	D. Harris
5 R01 A106971-03	1453-3	J. Jagger
2 R01 A108262-02	1609-2	Y. Lannf
5 R01 RH 00422-03	1455-3	C. Rupert
5 S01 FR05646-02	1601-2	R. Clowes

20 August 1969

Mr. Graves Landrum
Vice Chancellor for Operations
University of Texas System
Austin, Texas 78712

Dear Graves,

I enclose information requested by Dr. Chalkley in his letter of 6 August to you. In my listing of current DHEW grants (we have no contracts) I have broken them into two pieces; those which are current and ongoing the lesser list and those who although they have expired, NIH has yet to accept our final reports. I don't know what your experience is in this but we find administratively NIH to be the worst of any agency.

In spite of the scurrying of this last minute, I believe we will pass into September in relative peace and quiet. As of today, the various agency people seem to have things on track, although the indicated lack of knowledge on some of the so-called specialists' part confuses and upsets me.

Best wishes.

Sincerely,

D. W. Canham, Jr.
Director of Research Support

DWC/skg

Enclosures

bcc: R. N. Stohl
J. Thweatt
S. C. Fallis

ROUTING SLIP

C352.2A

FROM D. W. CANHAM JR.		DATE 8/20						
ROUTING ORDER	ROUTE TO	DISPOSITION CODE						
	TR. N. STOL							
	File							
	RAS							
	VT-SCAS file.							
	Transfer							
RETURN TO								
<p align="center">DISPOSITION CODE LEGEND</p> <table border="0"> <tr> <td>1 APPROVAL</td> <td>4 RETAIN</td> </tr> <tr> <td>2 INFORMATION</td> <td>5 RECOMMENDATION/COMMENT</td> </tr> <tr> <td>3 ACTION REQUIRED</td> <td>6 PLEASE DISCUSS WITH ME</td> </tr> </table>			1 APPROVAL	4 RETAIN	2 INFORMATION	5 RECOMMENDATION/COMMENT	3 ACTION REQUIRED	6 PLEASE DISCUSS WITH ME
1 APPROVAL	4 RETAIN							
2 INFORMATION	5 RECOMMENDATION/COMMENT							
3 ACTION REQUIRED	6 PLEASE DISCUSS WITH ME							

20 August 1969

Dr. R. C. Backus
Office of Institutional Relations
Division of Research Grants
National Institutes of Health
Bethesda, Maryland 20014

Dear Dr. Backus:

In accordance with our telephone conversation which amplified in part the provisions of Dr. Chalkley's letter to Mr. Graves Landrum of 6 August 1969, I take pleasure in forwarding to you a certified copy of Corporate Resolution enacted by the Southwest Center for Advanced Studies Board of Governors and pertaining to the establishment of the University of Texas at Dallas.

We stand ready at a moment's notice to provide you with any additional information which you may desire. Our concern is still that of insuring that there will be no interruption in respect to cost reimbursement to our institution and its new entity as the University of Texas at Dallas.

Sincerely,

D. W. Canham, Jr.
Director of Research Support

DWC/skg

cc: Mr. Graves Landrum
University of Texas System

bcc: ✓ R. N. Stohl
W. Elliston
S. C. Fallis

AUG 18 1969



LAW OFFICE

THE UNIVERSITY OF TEXAS SYSTEM

P. O. BOX 7727

AUSTIN, TEXAS 78712

August 15, 1969

Mr. Ralph Stohl
Vice-President for Administration
Southwest Center for Advanced Studies
P. O. Box 3065
Dallas, Texas 75230

Dear Mr. Stohl:

Enclosed you will find a copy of your letter of August 13, 1969, which I have signed acknowledging receipt of the indicated abstracts.

I am also enclosing a draft of the novation agreement to be executed by SCAS and UT Dallas covering HEW contracts and grants. This follows the sample form that they submitted to us. I am also enclosing a draft of a general novation agreement form in which we can insert the name of the appropriate government contracting agency. The only problem that I can see in connection with any of these novation agreements is the preparation of the required Exhibit A which should contain the necessary information to meet government requirements. I would appreciate any assistance which you can give me in the preparation of these exhibits so that they can be checked by Mr. R. L. Anderson and his staff and incorporated in the execution copies of the instruments.

I will discuss this and other matters with you by phone on Monday.

Sincerely yours,

A handwritten signature in cursive script, reading "W. R. Long".

W. R. Long
University Attorney

WRL:tr
Enc.

cc Cantland

AGREEMENT

THE STATE OF TEXAS)
 (
COUNTY OF DALLAS)

This agreement, entered into as of the 1st day of September, 1969, by and between the Southwest Center for Advanced Studies, a nonprofit corporation duly organized and existing under the laws of the State of Texas with its principal office in Richardson, Texas, (hereinafter referred to as the "Transferor"); and the Board of Regents of The University of Texas System for the use and benefit of The University of Texas at Dallas, a state-supported institution of higher education of the State of Texas, (hereinafter referred to as the "Transferee"); and the United States of America (hereinafter referred to as the "Government"), WITNESSETH:

WHEREAS, the Government, represented by the various contracting officers of the United States Department of Health, Education, and Welfare, has entered into certain contracts and grants with the Transferor, as set forth in the attached list, marked "Exhibit A" to this agreement and incorporated herein by reference; and the term "contracts and grants" as hereinafter used means the above-referenced contracts and grants, including modifications thereto, heretofore made between the Government, represented by various contracting officers of the above-named Department and the Transferor (whether or not performance and payment have been completed and releases executed, if the Government or the Transferor has any remaining rights, duties or obligations thereunder), and including modifications thereto hereafter made between the Government and the Transferee;

WHEREAS, effective as of September 1, 1969, the Transferor assigned, conveyed, and transferred to the Transferee certain contracts and grants described in Exhibit A for research and educational activities now in the possession of the Transferor;

WHEREAS, by virtue of said agreement, conveyance and transfer the Transferee will assume all the duties, obligations, and liabilities of the Transferor under the contracts and grants;

WHEREAS, the Transferee is in a position to fully perform the contracts and grants, and such duties and obligations as may exist under the contracts and grants;

WHEREAS, it is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts and grants; and

WHEREAS, there has been filed with the Government evidence of the said assignment, conveyance or transfer.

NOW, THEREFORE, in consideration of the premises, the Transferee hereto agrees to:

1. Assume responsibility for, be bound by, and comply with the terms and conditions of each grant and governing policies and regulations of the Department of Health, Education, and Welfare.
2. Comply with the conditions of the Individual Cost Sharing Agreement negotiated with the Public Health Service.
3. Accept reimbursement for indirect costs, upon the basis of, and subject to rates negotiated with the Department of Health, Education, and Welfare.
4. Ratify and confirm all actions heretofore taken by the Southwest Center for Advanced Studies with respect to continuation of research, training, and fellowship grants, and career awards, on and after September 1, 1969, with the same force and effect, as if the action had been taken by the Board of Regents of The University of Texas System for the use and benefit of The University of Texas at Dallas.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the day and year first above written.

ATTEST:

UNITED STATES OF AMERICA

By _____

SOUTHWEST CENTER FOR ADVANCED STUDIES

By _____

Secretary

TRANSFEROR

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM
FOR THE USE AND BENEFIT OF
THE UNIVERSITY OF TEXAS
AT DALLAS

By _____

Secretary

Frank C. Erwin, Jr.
Chairman

TRANSFeree

CERTIFICATE

I, Ralph N. Stohl, certify that I am the Secretary of the Southwest Center for Advanced Studies, referred to as Transferor above; that _____, who signed this agreement on behalf of said corporation, was then _____ of said corporation; and that this agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

WITNESS MY HAND AND SEAL OF SAID CORPORATION this _____ day of _____, 1969.

Ralph N. Stohl

CERTIFICATE

I, Betty Anne Thedford, certify that I am the Secretary of the Board of Regents of The University of Texas System, referred to as Transferee above, that Frank C. Erwin, Jr., signed the agreement on behalf of said Board, was then the Chairman of the Board of Regents of The University of Texas System; and that this agreement was duly signed for and on behalf of the Board of Regents of The University of Texas System and is within the scope of its legal powers.

WITNESS MY HAND AND SEAL of the Board of Regents of The University of Texas System this _____ day of _____, 1969.

(Seal)

Betty Anne Thedford

AGREEMENT

THE STATE OF TEXAS)
 (
COUNTY OF DALLAS)

This agreement, entered into as of the 1st day of September, 1969, by and between the Southwest Center for Advanced Studies, a nonprofit corporation duly organized and existing under the laws of the State of Texas with its principal office in Richardson, Texas, (hereinafter referred to as the "Transferor"); and the Board of Regents of The University of Texas System for the use and benefit of The University of Texas at Dallas, a state-supported institution of higher education of the State of Texas, (hereinafter referred to as the "Transferee"); and the United States of America (hereinafter referred to as the "Government"), WITNESSETH:

WHEREAS, the Government, represented by various Contracting Officers of the _____ has entered into certain contracts and purchase orders with the Transferor, (namely: Southwest Center for Advanced Studies) or as set forth in the attached list marked "Exhibit A" to this agreement and herein incorporated by reference; and the term "the contracts" as hereinafter used means the above contracts and purchase orders, and all other contracts and purchase orders, including modifications thereto, heretofore made between the Government, represented by various Contracting Officers of the _____, and the Transferor (whether or not performance and payment have been completed and releases executed, if the Government or the Transferor has any remaining rights, duties or obligations thereunder), and including modifications thereto hereafter made in accordance with the terms and conditions of such contracts and purchase orders between the Government and the Transferee;

WHEREAS, as of September 1, 1969, the Transferor assigned, conveyed, and transferred to the Transferee all of the contracts and purchase orders described in Exhibit A;

WHEREAS, by virtue of said assignment, conveyance and transfer, the Transferee has assumed all the duties, obligations and liabilities of the Transferor under the contracts;

WHEREAS, the Transferee is in a position fully to perform the contracts, and such duties and obligations as may exist under the contracts;

WHEREAS, it is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts;

WHEREAS, there has been filed with the Government evidence of said assignment, conveyance or transfer, as required by the appropriate government regulation;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The Transferor hereby confirms said assignment, conveyance and transfer to the Transferee, and does hereby release and discharge the Government from, and does hereby waive, any and all claims, demands, and rights against the Government which it now has or may hereafter have in connection with the contracts.

2. The Transferee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants, and conditions contained in the contracts. The Transferee further assumes all obligations and liabilities of, and all claims and demands against, the Transferor under the contracts, in all respects as if the Transferee were the original party to the contracts.

3. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the contracts with the same force and effect as if the action had been taken by the Transferee.

4. The Government hereby recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee hereby becomes entitled to all right, title, and interest of the Transferor in and to the contracts in all respects as if the Transferee were the original party to the contracts. The term "Contractor" as used in the contracts shall be deemed to refer to the Transferee rather than to the Transferor.

5. Except as expressly provided herein, nothing in this agreement shall be construed as a waiver of any rights of the Government against the Transferor.

6. Notwithstanding the foregoing provisions, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under any of the contracts, shall be deemed to have discharged pro tanto the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this agreement in the name of or to the Transferor shall have the same force and effect as if made to said Transferee and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts so paid or reimbursed.

7. The Transferor and the Transferee hereby agree that the Government shall not be obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes or other expenses, or any increases therein, directly or indirectly arising out of or resulting from (i) said assignment, conveyance and transfer, or (ii) this agreement, other than those which the Government, in the absence of said assignment, conveyance and transfer, or this agreement, would have been obligated to pay or reimburse under the terms of the contracts.

8. The Transferor hereby guarantees payment of all liabilities and the performance of all obligations which the

Transferee (i) assumes under this agreement, or (ii) may hereafter undertake under the contracts as they may hereafter be amended or modified; and the Transferor hereby waives notice of and consents to any such amendment or modification.

9. Except as herein modified, the contracts shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the day and year first above written.

ATTEST:

UNITED STATES OF AMERICA

By _____

SOUTHWEST CENTER FOR ADVANCED
STUDIES

Secretary

By _____

TRANSFEROR

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM
FOR THE USE AND BENEFIT OF
THE UNIVERSITY OF TEXAS
AT DALLAS

Secretary

By _____

Frank C. Erwin, Jr.
Chairman

TRANSFEE

CERTIFICATE

I, Ralph N. Stohl, certify that I am the Secretary of the Southwest Center for Advanced Studies, referred to as Transferor above; that _____, who signed this agreement on behalf of said corporation, was then _____ of said corporation; and that this agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

WITNESS MY HAND AND SEAL OF SAID CORPORATION this _____ day of _____, 1969.

Ralph N. Stohl

CERTIFICATE

I, Betty Anne Thedford, certify that I am the Secretary of the Board of Regents of The University of Texas System, referred to as Transferee above, that Frank C. Erwin, Jr., signed the agreement on behalf of said Board, was then the Chairman of the Board of Regents of The University of Texas System; and that this agreement was duly signed for and on behalf of the Board of Regents of The University of Texas System and is within the scope of its legal powers.

WITNESS MY HAND AND SEAL of the Board of Regents of The University of Texas System this _____ day of _____, 1969.

(Seal)

Betty Anne Thedford



DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE
BETHESDA, MD. 20014

NATIONAL INSTITUTES OF HEALTH
AREA CODE 301 TEL: 656-4000

August 6, 1969

Mr. Graves W. Landrum
Vice-Chancellor for Operations
University of Texas System
Austin, Texas 78712

Dear Mr. Landrum:

Dr. Stephen P. Hatchett has asked that I reply to your letter dated July 29, 1969, concerning transfer of the Southwest Center for Advanced Studies to The University of Texas at Dallas effective September 1, 1969.

Transfer of administrative responsibility for Department of Health, Education, and Welfare contracts, grants, and awards (referred to hereafter as contracts and grants) from one organizational entity to another separate and distinct organization under the circumstances you describe must be supported by a legal document commonly known as a Novation Agreement. Basically the Agreement establishes a successor grantee which assumes all duties, liabilities, and administrative responsibilities of the transferor. Of course, any transfer of such responsibilities must have the concurrence of the Federal agencies involved.

The following information relates to DHEW requirements. As a minimum, the Novation Agreement must include a list of DHEW contracts, grants, and awards being transferred. This listing should include the complete contract or grant identification number, name of the principal investigator or project director, and the current budget period end date. The Agreement should provide in part that:

1. The transferor waives all rights and benefits as against the DHEW.
2. The transferee assumes all obligations and administrative responsibilities of the transferor in accordance with the terms and conditions of the contracts and grants.
3. The Novation Agreement shall relieve in no way either the transferor or the transferee from compliance with any pertinent Federal laws or regulations.

We are enclosing a sample Novation Agreement which may be used as a guide. We stress the word "guide." Please include, as a part of your submission, a copy of the Act as adopted by the Texas State Legislature which authorizes transfer of the Southwest Center for Advanced Studies to the University, copies of resolutions adopted by the Southwest Center for Advanced Studies

Board of Governors, and the Board of Regents of the University of Texas System which we assume will include full details regarding financial and administrative arrangements.

After the Novation Agreement has been signed by all parties concerned, other administrative details such as the following should be taken care of before the effective date of transfer:

Done in Budgeted figures -
Indirect Cost Rate Agreement - Negotiations should be initiated with the Division of Grant Administration Policy, DHEW, to establish an appropriate indirect cost rate applicable to the organization resulting from this consolidation. *Sul 7*
Done

Payment Procedures - Contact the Office of Financial Management, NIH, concerning payment procedures and the PHS Account Number (Vendor Code) to be used for payment purposes. We suggest that, for expeditious action, you contact Mr. James H. Bouvet, Chief, Accounting and Financial Reports Branch, directly.

Done
Anderson
Details - Keep as low as possible -
Cost Sharing - Initiate negotiations for an appropriate cost sharing plan applicable to research grants with Mr. Paul E. Fox, Director, Office of Grants Management, Health Services and Mental Health Administration, Lea Building, 6935 Wisconsin Avenue, Chevy Chase, Maryland 20015.

General Research Support Grants - If you anticipate that consolidation of activities will have any effect upon the entitlement base for general research grant support, we suggest that you consult with Dr. Carl R. Brewer, Chief, General Research Support Branch, Division of Research Resources, Bureau of Health Education and Manpower Training, NIH.

Assurance for Protection of the Rights and Welfare of Individuals Participating in Research Projects - Assurances have been accepted from both the Southwestern Medical School and the Southwest Center for Advanced Studies. These assurances were accepted by letters dated February 13, 1967, and September 29, 1967, respectively. Our acceptances were addressed to Dr. A. J. Gill and Mr. Ralph N. Stohl. These assurances were accepted as being in compliance with the requirements contained in FPO #129, revised July 1, 1966. We would suggest that you take advantage of this opportunity to develop a new single Institutional Assurance in light of the Surgeon General's new policy issuance dated May 1, 1969. We are enclosing a routine type letter which includes examples of the material needed for such an assurance.

Grantee Organization Officials - The attached form NIH-35 (Rev.3-69) should be completed and returned to this office. Section "D" should include particularly a listing of officials authorized to sign contracts and grant applications, and the official designated to receive payments.

We have attempted to outline briefly the steps to be taken which are of primary importance to effect a smooth transition in the institutional reorganization. If there is any part of the above which requires clarification, please feel free to call upon us. The staff of this office will be glad to assist you in any way possible. If you prefer to call, you may reach us on area code 301, 496-7005.

Sincerely yours,

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D. T. Chalkley, Ph.D.
Special Assistant to the Director
Division of Research Grants

Enclosures

cc: Mr. R. L. Anderson
Comptroller
University of Texas System
Austin, Texas 78712
Mr. D. W. Canham, Jr. ✓
Director of Research Support
Southwest Center for Advanced Studies
P. O. Box 30365
Dallas, Texas 75230

Room 422 Whitwood Building
National Institutes of Health
Bethesda, Maryland 20017

cc: S. Fallis
W. Elliston
J. Shwartz
✓ R. N. Stoll



OFFICE OF THE CHANCELLOR
THE UNIVERSITY OF TEXAS SYSTEM
AUSTIN, TEXAS 78712

July 29, 1969

Dr. Stephan P. Hatchett
Acting Director
Division of Research Grants
National Institutes of Health
Westwood Building
Room 452
Bethesda, Maryland 20014

Dear Dr. Hatchett:

Re: Southwest Center for Advanced Studies letter to you dated 16 July 1969
signed by D. W. Canham, Jr.

This is to confirm that the Southwest Center for Advanced Studies will be transferred to The University of Texas at Dallas effective September 1, 1969 as authorized by State of Texas statute and agreement between the Southwest Center for Advanced Studies Board of Governors and the Board of Regents of The University of Texas System. Resolutions by each board will be adopted early in August.

The University of Texas at Dallas will continue performance of research as set out in the various contracts and grants, awarded to Southwest Center for Advanced Studies, that remain in effect on September 1, 1969.

We expect an uninterrupted performance and propose to execute the necessary required agreements for the transfer of contracts and grants from the Southwest Center for Advanced Studies to The University of Texas at Dallas. We are particularly concerned that there be no interruption in the financial arrangements with respect to cost reimbursements and advance payments as may be applicable. Will you please advise us of any action that we may take now for an early completion of the agreements? As a further confirmation of this impending transfer, we will forward a certified copy of the resolution adopted by our Board of Regents.

We will be grateful for your help.

Sincerely yours,

Graves W. Landrum
Vice-Chancellor for Operations

GWL:tm

cc: Mr. R. L. Anderson, Comptroller
The University of Texas System, Austin, Texas 78712

→ Mr. D. W. Canham, Jr., Director of Research Support
Southwest Center for Advanced Studies
P. O. Box 30365, Dallas, Texas 75230

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OFFICE OF THE CHANCELLOR
THE UNIVERSITY OF TEXAS SYSTEM
AUSTIN, TEXAS 78712

July 28, 1969

Mr. Henry Kirschenmann
Division of Grants Administrative Policy
Department of Health, Education and Welfare
Room 3280
330 Independence Avenue, S.W.
Washington, D. C. 20201

Dear Mr. Kirschenmann:

Re: Southwest Center for Advanced Studies Letter to you dated 17 July 1969
signed by D. W. Canham, Jr.

This is to confirm that the Southwest Center for Advanced Studies will be transferred to The University of Texas at Dallas effective September 1, 1969 as authorized by State of Texas statute and agreement between the Southwest Center for Advanced Studies Board of Governors and the Board of Regents of The University of Texas System. Resolutions by each board will be adopted early in August.

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We will be grateful for your help.

Sincerely yours,

Graves W. Landrum
Vice-Chancellor for Operations

GWL:tm

cc: Mr. R. L. Anderson, Comptroller
The University of Texas System, Austin, Texas 78712

Mr. D. W. Canham, Jr., Director of Research Support
Southwest Center for Advanced Studies
P. O. Box 30365, Dallas, Texas 75230

R. N. Stahl

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KIS

17 July 1969

Mr. Henry Kirschenmann
Division of Grants Administrative Policy
Department of Health, Education and Welfare
Room 3280
330 Independence Avenue, S. W.
Washington, D. C. 20201

Dear Mr. Kirschenmann:

I appreciate the opportunity of having discussed with you by telephone our forthcoming change from the Southwest Center for Advanced Studies to the University of Texas at Dallas.

As mentioned, this transition will become effective at midnight 31 August 1969. I forward for your information a copy of the letter that we have sent to Dr. Hatchett.

I understand that unless advised by you in the next several days of additional information that might be required that only that as specified by Dr. Hatchett will be pertinent to this action.

Sincerely yours,

D. W. Canham, Jr.
Director of Research Support

DWC/skg

cc: Mr. Graves Landrum
Vice Chancellor for Operations
University of Texas System
Austin, Texas 78712

bcc: R. N. Stohl
W. Elliston
S. Fallis

JUL 17 1969

16 July 1969

Dr. Stephan P. Hatchett
Acting Director
Division of Research Grants
National Institutes of Health
Westwood Building
Room 452
Bethesda, Maryland 20014

Dear Dr. Hatchett:

This is to advise you that at midnight 31 August 1969 we will cease to exist as the Southwest Center for Advanced Studies. In accordance with a duly authorized act of the Texas State Legislature as executed by the Governor, we immediately thereafter become the University of Texas at Dallas.

Our Biology Division has a number of grants supported by the various institutes within the National Institutes of Health. This research continues well beyond the 31 August 1969 changeover date. We would greatly appreciate receiving specific instructions from you regarding any documents or reports that might be necessary in permitting an orderly and timely transition as regards this novation.

Sincerely yours,

D. W. Canham, Jr.
Director of Research Support

DWC/skg

cc: Mr. Graves Landrum
Vice Chancellor for Operations
University of Texas System
Austin, Texas 78712

bcc: R. N. Stohl
W. Elliston
S. Fallis