

7
- FORMAL AGREEMENT ESTABLISHING UTD 114 -
JLC WORK FILE/LEGAL AGREEMENT



No. 523

September 16, 1969

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

Dear Sol:

Enclosed is Bob Long's "Opinion of Counsel" given pursuant to Section I of Article VII of the Agreement Implementing the Establishment of the University of Texas at Dallas.

Sincerely,

Ralph N. Stohl

Enclosure



LAW OFFICE

THE UNIVERSITY OF TEXAS SYSTEM

P. O. BOX 7727

AUSTIN, TEXAS 78712

September 10, 1969

Southwest Center for Advanced Studies
Post Office Box 30365
Dallas, Texas 75230

Opinion of Counsel for
Board of Regents, The University of
Texas System--Establishment of The
University of Texas at Dallas

Gentlemen:

This opinion of counsel for the Board of Regents of The University of Texas System ("UTS") is given to you pursuant to Section I of Article VII of the Agreement Implementing the Establishment of The University of Texas at Dallas (the "Agreement"), dated August 1, 1969, between UTS and the Southwest Center for Advanced Studies ("SCAS").

I have examined the Agreement, the resolutions of the Board of Regents authorizing the execution and performance of the Agreement, the instrument evidencing the unanimous prior written approval of the committee appointed by said resolutions of the Board of Regents, and I have drafted or examined the various agreements and other documents that were executed in connection with the Agreement and its consummation; and I am pleased to advise you that:

1. The Board of Regents of The University of Texas System has the legal power and authority to accept and own the real estate and personal property that will be granted, transferred and assigned to it by SCAS as contemplated by said Agreement;
2. The execution and delivery of the Agreement and the performance of the acts of UTS contemplated therein by its officers and agents have been duly approved and authorized by the Board of Regents of The University of Texas System for and on behalf of The University of Texas at Dallas.

Respectfully submitted,

W. R. Long
W. R. Long

THOMPSON, KNIGHT, SIMMONS & BULLION
ATTORNEYS AND COUNSELORS
REPUBLIC NATIONAL BANK BUILDING
DALLAS, TEXAS 75201

TELEPHONE
AREA CODE 214
741-4721
CABLE TOMTEX

September , 1969

The Board of Regents of
The University of Texas System,
Austin, Texas.

Gentlemen:

Opinion of Counsel for
Southwest Center for Advanced Studies -
Establishment of The University of Texas
at Dallas

This opinion of counsel for Southwest Center for Advanced Studies, a Texas non-profit corporation ("SCAS"), is given to you pursuant to Sub-section F of Article VI of the Agreement Implementing Establishment of The University of Texas at Dallas (the "Agreement"), dated August 1, 1969, between you and SCAS.

We have examined the Agreement, the Articles of Incorporation, as amended, and the Bylaws of SCAS, and the resolutions of its Board of Governors authorizing the execution and performance of the Agreement, and we have drafted or examined the various agreements and other documents that were executed in connection with the Agreement and its consummation; and we are pleased to advise you that:

1. SCAS (whose name has now been changed to "Excellence in Education Foundation") is a non-profit corporation duly organized and validly existing under the laws of the State of Texas, having no capital stock and no members;
2. SCAS has the legal power and corporate authority to own all of its properties and to perform all of its agreements and obligations under the Agreement;
3. The consummation of the transactions contemplated by the Agreement will not result in the breach of any term or provision of, or constitute a default under, any mortgage, deed of trust, lease, sponsored research contract or grant or other agreement or instrument to which SCAS is a party or by which it is bound, or to which any of its property is subject (except that written consents have not yet been obtained from Mohawk Data Sciences Co. and IBM Corporation, lessors of personal property to SCAS, to the transfer of the leases on such personal property to The University of Texas System ("UTS"), and written consents have not yet been obtained from

the government agencies sponsoring research contracts with SCAS to the transfer of such research contracts by SCAS to UTS, the obtaining of such consents prior to the closing of the transactions contemplated by the Agreement having been expressly waived by UTS and SCAS);

4. The execution and delivery of the Agreement and performance of SCAS' agreements and obligations thereunder by its officers and agents have been duly approved and authorized by the Board of Governors of SCAS; and

5. The written consents heretofore obtained from the lessors of personal property and the parties sponsoring research contracts to the transfer of SCAS' rights, titles and interests in such personal property and research contracts (together with the written consents which have been requested and are believed to be forthcoming) are valid and adequate to permit UTS to take possession of such personal property and receive SCAS' rights, titles and interests therein and in such contracts and to complete same and collect all sums of money becoming due and payable for work done after September 1, 1969 under such contracts.

Respectfully submitted,

SG/RF

9/9/69

SCHEDULE I

LEASES OF PERSONAL PROPERTY

Item No.	Description	Leasing Agent	Date of Lease	Term (Months)	Monthly Lease Payments	Lease Price	Paid 8-31-69	Due 8-31-69	Option Price	SCAS P.O. No.	Transfer Acknowledgment Received
WITH OPTION TO PURCHASE:											
1	Calculator, Friden	Allied Finance Company	5-13-65	60	24.45	1,467.00	1,246.95	220.05	-	9559	8-12-69
2	Laboratory Equipment (Various)	Equilease	8-3-65	60	1,552.03	93,121.80	71,773.31	21,348.49	2,308.05	11222	8-27-69
3	Burster, Selectric	Equilease	8-10-65	60	23.32	1,399.20	1,096.04	303.16	34.56	11572	8-27-69
4	Printing Equipment	Equilease	9-29-65	60	224.69	13,481.40	10,560.43	2,920.97	332.88	11129	8-27-69
5	Plate Master	Allied Finance	11-3-65	60	109.12	6,547.20	4,910.40	1,636.80	-	12894	8-12-69
6	Calculator, Underwood	Allied Finance	11-10-65	60	15.39	923.40	692.55	230.85	-	13016	8-12-69
7	X-Ray Equipment	Equilease	1-12-66	60	229.90	13,794.00	10,115.60	3,678.40	340.59	11681	8-27-69
8	Calculator, Friden	Cardinal Leasing	11-13-67	39	22.94	894.66	504.68	389.98	-	10800	8-12-69
9	Plotter System	Phoenix Services	4-1-68	24	820.00	19,680.00	13,940.00	5,740.00	1,764.00	12549	8-8-69
10	Typewriter, Royal	McKinney Office Supply	4-8-68	19	8.00	149.00	128.00	21.00	-	12547	8-12-69
11	Calculator, Remington	Financial South	1-22-69	39	32.49	1,267.11	227.43	1,039.68	-	15372	8-12-69
12	Plotter System	Phoenix Services	3-17-69	24	2,717.00	65,208.00	8,151.00	57,057.00	5,413.00	17073	8-8-69
STRAIGHT LEASE (NO PURCHASE OPTION):											
13	Calculator, Friden	Chandler Leasing	12-10-65	60	40.95	2,457.00	1,801.80	655.20	-	13385	8-13-69
14	Calculator, SCM	Chandler Leasing	12-17-65	60	46.10	2,766.00	2,028.40	737.60	-	13611	8-13-69
15	Centrifuge	Chandler Leasing	3-15-66	60	55.86	3,351.60	2,066.82	1,284.78	-	8866	8-13-69
16	Press, Hydraulic	Chandler Leasing	3-30-66	60	34.55	2,073.00	1,312.90	760.10	-	1275	8-13-69
17	Press, Offset	Chandler Leasing	8-4-67	65	71.02	4,616.30	1,633.46	2,982.84	-	09582	8-13-69
18	Recorder, Data	Mohawk Data Sciences	7-11-69	12	* 268.50	-	-	-	-	17083	-
19	Computer Equipment	I.B.M.	6-14-66	Indef.	*29,274.00	-	-	-	-	W85038	-
TOTAL:					35,570.31	233,196.67	132,189.77	101,006.90	10,193.08		
* Cancelable without penalty with 30-90 days notice.											

* Cancelable without penalty with 30-90 days notice.

SCHEDULE I

SCHEDULE I

COPY

THOMPSON, KNIGHT, SIMMONS, & BULLION
REPUBLIC NATIONAL BANK BUILDING
DALLAS, TEXAS

7-6
RUS

September 4, 1969

Mr. W. R. Long III,
Attorney,
The University of Texas,
P. O. Box 7727,
Austin, Texas. 78712

Our File 029905

Dear Bob:

Pursuant to our telephone conversation of today, I herewith hand you:

1. Ten copies of revised pages 3 and 4 of the Agreement (to change "farm lease" to "two leases" in Section 1.6, and to refer to the agreements for digital computing in Section 1.10).
2. Form of Certificate and Waiver of SCAS (as a result of our conversation I will separate this into three documents - a certificate for the resolutions, a certificate of compliance and a waiver).
3. Copy of my opinion addressed to the Board of Regents.
4. Agreement for Lease of North Office Building and Furnishing of Accounting Services.
5. Form of Assignment of Lessee's Interests in Leases of Personal Property.

I will expect you in my office shortly after noon on Monday, September 8.

SG/RF
Encs.

cc-Mr. Ralph N. Stohl
cc-Mr. J. E. Jonsson

Sincerely,

Original Signed by
Sol Goodell

CERTIFICATE AND WAIVER
OF SCAS

RALPH N. STOHL, a Vice-President, and SOL GOODELL, an Assistant-Secretary, of SOUTHWEST CENTER FOR ADVANCED STUDIES ("SCAS"), a Texas Non-Profit Corporation, do hereby certify, in connection with the consummation of the Agreement Implementing Establishment of The University of Texas at Dallas (the "Agreement"), dated August 1, 1969, by and between the Board of Regents of The University of Texas System ("UTS") and SCAS, that:

1. A meeting of the Board of Governors of SCAS, which under its By-laws has all the power and authority of a board of directors, was duly held at Dallas, Texas, on August 8, 1969; that at said meeting a quorum of said board was present and acting, and the resolutions attached hereto and made a part hereof were duly enacted; that said resolutions remain in full force and effect and have not been amended, superseded or rescinded.

2. The representations, covenants and warranties of SCAS contained in the Agreement are true on this date (the "Closing Date") in all material respects as if made on this date, except that a small portion of the lands being granted and donated to UTS may not be released from the restrictions imposed on the First Installment of Technology Park.

3. SCAS hereby expressly waives the obtaining of written consents from two of the lessors of personal property to the transfer of the leases thereon to UTS.

4. SCAS hereby expressly waives the obtaining of written consents from the government agencies sponsoring research contracts with SCAS to the transfer of such research contracts by SCAS to UTS.

5. SCAS hereby expressly waives an appropriation of funds by the Legislature of the State of Texas for the operation of UT Dallas during the

period September 1, 1969 to August 31, 1971, and accepts in lieu thereof the appropriation for the operation of UT Dallas during the period September 1 to October 31, 1969 made by House Bill No. _____, signed by the Governor of the State of Texas on August 30, 1969.

CERTIFIED this _____ day of September, 1969.

Ralph N. Stohl, Vice-President,
Southwest Center for Advanced Studies

Sol Goodell, Assistant-Secretary,
Southwest Center for Advanced Studies

COPY

THOMPSON, KNIGHT, SIMMONS, & B. ION
REPUBLIC NATIONAL BANK BUILDING
DALLAS, TEXAS

AUG 28 1969

August 27, 1969

Mr. W. R. Long III,
Attorney,
The University of Texas,
P. O. Box 7727,
Austin, Texas. 78712

Our File 029905

Dear Bob:

Enclosed are the following:

1. Revised page 1 of the Gift of Personal Property (Bill of Sale); which was changed to show that the personal property is located at other places in addition to the school buildings;
2. Schedule I, Leases of Personal Property (you will note that there are attached thereto copies of consents from all of the lessors except Equilease and Mohawk Data Sciences, and SCAS is working on both of these lessors);
3. Schedule III, Research Contracts and Grants; and
4. Schedule V, Term Employment Contracts.

The documents you mailed to me with your letter of August 20 appear to be in fine form. I will have some suggestions for changes in the two agreements relating to the use of utility lines by EEF and TAGER, respectively.

I have noted that the Atomic Energy Commission has sent for execution a form for use in situations where a grantee merely changes its name, and not the form for use where there is a transfer of the research facilities. Ralph has advised me that Mr. Landrum is aware of this error and has called, or intends to call, Mr. Ralph Elston, or his assistant, Mr. A. E. Johnston, about this matter so

Mr. W. R. Long III

-2-

August 27, 1969

that a new form or authority to change the form that was sent can be obtained. Will you follow up on this and let Ralph and/or me know the result? Also the office of Naval Research has sent a form containing two recitals to the effect that the transferee has acquired all of the assets of the transferor and a stipulation to the effect that the transferor remains liable under the contracts irrespective of subsequent amendments or modifications (which may be construed to mean indefinitely, despite additions). I plan to call Mr. Arthur Nueses, the attorney in this office, tomorrow, and attempt to get authority to change this language.

I will attempt to reach you by telephone this afternoon. I believe we need a meeting to discuss details of the closing and of the documents to be delivered at the closing.

Sincerely,

Original Signed by
Sol Goodell

SG/RF
Encs.

cc-Mr. Ralph N. Stohl ✓
cc-Mr. J. E. Jonsson

COPY

THOMPSON, KNIGHT, SIMMONS, & BULLION
REPUBLIC NATIONAL BANK BUILDING
DALLAS, TEXAS

August 27, 1969

Mr. W. R. Long III, Attorney,
The University of Texas,
P. O. Box 7727,
Austin, Texas. 78712

Our File 029905

Dear Bob:

Enclosed are the following:

1. Revised page 1 of the Gift of Personal Property (Bill of Sale); which was changed to show that the personal property is located at other places in addition to the school buildings;
2. Schedule I, Leases of Personal Property (you will note that there are attached thereto copies of consents from all of the lessors except Equilease and Mohawk Data Sciences, and SCAS is working on both of these lessors); and
3. Schedule V, Employment Contracts.

The documents you mailed to me with your letter of August 20 appear to be in fine form. I will have some suggestions for changes in the two agreements relating to the use of utility lines by EEF and TAGER.

Sincerely,

Original Signed by
Sol Goodell

SG/RF
Encs.

cc-Mr. Ralph N. Stohl ✓
cc-Mr. J. E. Jonsson

A Schedule of Leases of Personal Property

SCHEDULE I

SCHEDULE I

LEASES OF PERSONAL PROPERTY

Item No.	Description	Leasing Agent	Date of Lease	Term (Months)	Monthly Lease Payments	Total Lease Price	Amount Paid 8-31-69	Balance Due 8-31-69	Purchase Option Price	SCAS P.O. No.	Transfer Ack. Received
WITH OPTION TO PURCHASE:											
1	Calculator, Friden	Allied Finance Company	5-13-65	60	2445	146700	124495	22205	-	9559	8-12-69
2	Wide Beta II, Beckman	Equilease	8-2-65	60	20122	1244320	922470	321850	30677	10605	
3	Laboratory Equipment (Various)	Equilease	3-3-65	60	155303	9312483	7379331	1933167	230825	11222	
4	Burster, Selectric	Equilease	8-10-65	60	2322	139722	109404	30218	3452	11572	
5	Elec. Circuit Panel, Philips	Equilease	9-12-65	60	65871	3950260	2964195	987065	91587	9783	
6	Printing Equipment	Equilease	9-29-65	60	22469	1346140	1055342	222794	33221	11129	
7	Plate Master	Allied Finance	11-13-65	60	17712	1054720	491040	163580	-	12894	8-12-69
8	Calculator, Underwood	Allied Finance	11-10-65	60	1539	92840	69265	23225	-	13016	8-12-69
9	Spectrometer, Liq. Sci.	Equilease	1-10-66	60	24300	1457000	1097200	362200	36000	10815	
10	X-Ray Equipment	Equilease	1-12-66	60	22490	1370400	923580	445220	34257	11681	
11	Calculator, Friden	Cardinal Leasing	11-13-67	30	2224	89766	44292	44774	-	10300	8-12-69
12	Plotter System	Phoenix Services	4-1-68	24	22000	196800	1371000	542010	172400	12549	8-8-69
13	Typewriter, Royal	McKinney Office Supply	4-1-68	10	800	14800	12800	2000	-	12547	8-12-69
14	Calculator, Remington	Financial South	1-22-69	30	2224	124711	22775	122063	-	15372	8-12-69
15	Plotter System	Phoenix Services	3-17-69	24	211300	650000	515100	2425700	2411500	17073	8-8-69
STRAIGHT LEASE (NO PURCHASE OPTION):											
16	Calculator, Friden	Chandler Leasing	12-10-63	50	4025	241500	180100	61500	-	13385	8-13-69
17	Calculator, SCM	Chandler Leasing	12-17-65	50	4601	276600	217060	60540	-	13611	8-13-69
18	Centrifuge	Chandler Leasing	3-15-66	60	5250	335760	236682	109078	-	8866	8-13-69
19	Press, Hydraulic	Chandler Leasing	3-30-66	60	5265	315900	411205	64695	-	1275	8-13-69
20	Press, Offset	Chandler Leasing	3-1-67	60	7122	444220	163302	280918	-	09582	8-13-69
21	Recorder, Data	McHale Data Sciences	7-11-69	12	21650	522700	31500	50000	-	17083	
					700500	5022500	1821500	3200000	1103694		

1, 1, 2

Allied finance company

2803 FAIRMOUNT • BOX 2998 • DALLAS, TEXAS 75221 • TELEPHONE RI 8-9261 • OFFICES THROUGHOUT THE SOUTH AND SOUTHWEST

CARLOS L. MIRO
Associate House Counsel

August 12, 1969

Southwest Center for Advanced Studies
P. O. Box 30365
Dallas, Texas 75230

Re: Account No. 1-1-1170
Balance Owing: \$220.05 ✓
Nine payments @ \$24.45 each
Next due September 1, 1969

Account No. 142-1-80685
Balance Owing: \$1,636.80
Fifteen payments @ \$109.12
Next payment due September 1, 1969

Account No. 142-8-80744
Balance Owing: \$230.85
Fifteen payments @ \$15.39
Next payment due September 8, 1969

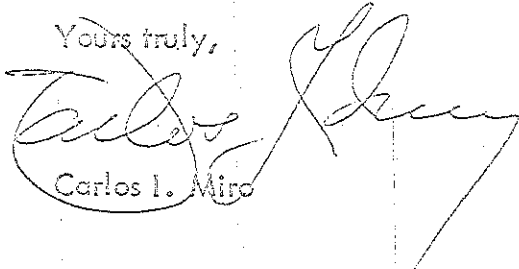
Attn: Mr. Bill C. Blake
Supervisor of Purchasing and Receiving

Dear Mr. Blake:

This will acknowledge receipt of your letter of the 6th requesting our concurrence with the transfer of your rights and liabilities in your purchase order No. 9559, 12844, 13016, which corresponds with our above captioned accounts.

Please accept this letter as our approval to such transfers provided the above captioned information corresponds and checks out with your records.

Yours truly,


Carlos L. Miro

CIM:mm

carolinoul

leasing company

435 BRANIFF AIRWAYS TOWER

DALLAS, TEXAS 75235

214.358-2784

August 12, 1969

Southwest Center for Advanced Studies
Mr. Bill C. Blake
Supervisor of Purchasing & Receiving
Dallas, Texas

Dear Mr. Blake:

This will acknowledge your letter of August 6, 1969.

It is satisfactory with us that the rights and liabilities
in Lease F-1032-13 be transferred to the University of Texas at
Dallas, effective September 1, 1969.

Sincerely,



C. Lee Chipman

CLC/mm

PHOENIX SERVICES INC.

SERVICE -- SUPPLIES -- LEASING

P. O. Box 992
Irving, Texas 75060
(214) 213-6703
TWX 214-253-0952

August 8, 1969

Southwest Center for Advanced Studies
P. O. Box 30365
Dallas, Texas 75230

Attention: Mr. Bill C. Blake
Supervisor - Purchasing and Receiving

Reference: Your Letter August 6, 1969
Lease of CalComp Model 110/763

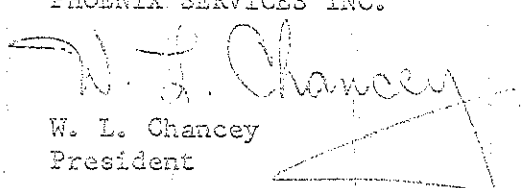
Dear Mr. Blake:

We are pleased to concur with your request regarding transfer of rights and liabilities to the University of Texas at Dallas on the lease on CalComp equipment currently held by SCAS.

If you wish, you may regard this as formal approval of such change and append same to your contract to obviate the necessity of signing a modified contract. In any case, we will be pleased to go along with your wishes in how to handle the matter.

Yours very truly,

PHOENIX SERVICES INC.


W. L. Chancey
President

WLC/lw

12

McKINNEY OFFICE SUPPLY, INC.

117 West Louisiana Street

McKinney, Texas 75069

McKinney Phone: 542-5571

Dallas Phone: 235-0741

August 12, 1969

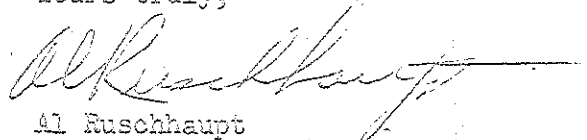
Mr. Bill C. Blake
Southwest Center for Advanced Studies
P. O. Box 30365
Dallas, Texas 75230

Dear Mr. Blake:

Reference is made to your letter of August 6, 1969 and
SCAS purchase order #12547 concerning lease agreement
with us.

The transfer as mentioned in your letter is acceptable.

Yours truly,



Al Ruschhaupt

LR/ep

17

Financial South Corporation

1011 Exchange Bank Building - Dallas, Texas 75235 - (214) 358-1511

August 12, 1969

Southwest Center for Advanced Studies
Mr. Bill C. Blake
Supervisor of Purchasing & Receiving
Post Office Box 30365
Dallas, Texas

Dear Mr. Blake:

This will acknowledge your letter of August 6, 1969.

It is satisfactory with us that the rights and liabilities in Lease # 2025 be transferred to the University of Texas at Dallas, effective September 1, 1969.

Sincerely,



C. Lee Chipman

CLC/mm

PHOENIX SERVICES INC.

SERVICE — SUPPLIES — LEASING

15
P. O. Box 998
Irving, Texas 75060
(214) 813-8703
TWX 214-253-0952

August 8, 1969

Southwest Center for Advanced Studies
P. O. Box 30365
Dallas, Texas 75230

Attention: Mr. Bill C. Blake
Supervisor - Purchasing and Receiving

Reference: Your Letter August 6, 1969
Lease of CalComp Model 835 CRT Plotter System

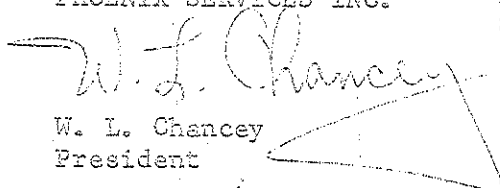
Dear Mr. Blake:

We are pleased to concur with your request regarding transfer of rights and liabilities to the University of Texas at Dallas on the lease on CalComp equipment currently held by SCAS.

If you wish, you may regard this as formal approval of such change and append same to your contract to obviate the necessity of signing a modified contract. In any case, we will be pleased to go along with your wishes in how to handle the matter.

Yours very truly,

PHOENIX SERVICES INC.


W. L. Chancey
President

WLC/lw



CHANDLER LEASING CORPORATION

Box 585, 69 Hickory Drive, Waltham, Mass. 02154 / (617) 855-4010

August 13, 1969

Bill C. Blake
University of Texas at Dallas
P. O. Box 30965
Dallas, Texas 75230

Subject: Customer Numbers #C12400 \$4,9200
Lease Numbers 65-6215, A, B, C, D, F
7H-0135

Dear Sir:


This will acknowledge receipt of notification that effective September 1, 1969 the Southwest Center for Advanced Studies/Graduate Research Center of the Southwest will become the University of Texas at Dallas.

We have changed our records accordingly.

If you have any further questions in this regard, please do not hesitate to contact me.

Very truly yours,

CHANDLER LEASING CORPORATION


Robert J. Ruggiero
Assistant Manager
Customer Services

RJR/bac

A DEPSKO SERVICE LEASE COMPANY

GIFT OF PERSONAL PROPERTY

THE STATE OF TEXAS)

COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS:

That EXCELLENCE IN EDUCATION FOUNDATION (a Texas non-profit corporation, of Dallas County, Texas, whose names were formerly Graduate Research Center of the Southwest and Southwest Center for Advanced Studies, and is hereinafter called "Grantor"), in order to effect a gift of the property hereinafter described to The University of Texas System (hereinafter called "Grantee") in aid of the establishment and operation of The University of Texas at Dallas, has given, donated, granted and conveyed, and by these presents does give, donate, grant and convey, unto The University of Texas System, all of the furniture, fixtures, appliances, laboratory, scientific and shop equipment and other like personal property (located in the buildings formerly called the Southwest Center for Advanced Studies Buildings, and now belonging to The University of Texas at Dallas, located on land which is a part of the John C. Campbell Survey, Abstract No. 241, in the City of Richardson, in Collin County, Texas, and fully described in Exhibit "B" hereto attached and made a part hereof for all purposes; subject, however, to the limitation hereinafter set forth.

TO HAVE AND TO HOLD said property, together with all rights appurtenant thereto, unto the Grantee, and its successors and assigns, forever.

PROVIDED, HOWEVER, that this gift and donation is limited to the purpose of aiding the establishment and operation of The University of Texas at Dallas, and in the event any of said property shall be sold or exchanged by The University of Texas System, the proceeds of such sale or exchange shall not become a part of the Permanent University Fund, and

7
Langdon
S. P. King
8/25/60

Available University Fund, or the general funds of the State of Texas, but the use of such proceeds shall be limited to the acquisition of lands and the construction of buildings and the purchase of other equipment and personal property for the use of The University of Texas at Dallas, a general academic institution; and PROVIDED FURTHER, that no purchaser or grantee of any of said property shall be obliged to be concerned with the use or application made of any funds or other property paid or delivered by him to The University of Texas System for any of said property.

EXECUTED at Dallas, Texas, this ____ day of September, 1969.

EXCELLENCE IN EDUCATION FOUNDATION

By _____
Chairman of its Board of Governors

ATTEST:

Secretary

THE STATE OF TEXAS)

COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for said County, Texas, on this day personally appeared J. E. JONSSON, Chairman of the Board of Governors of EXCELLENCE IN EDUCATION FOUNDATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said EXCELLENCE IN EDUCATION FOUNDATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of September, 1969.

Notary Public, Dallas County, Texas

CONTRACT AGREEMENT

Aug. 25, 1969

- 1.3 Must have releases of Bill Campbell, Trustee and LTV on property (Jack Robottom is trying to get these. Must have before Friday).
- 1.9 (over) Jeff Ferguson is to come up with this today. (If there is time, use longer list with brief description).
- 1.10
 - (1) Letter to GURC prepared for Erwin signature. No indication it has been signed and sent out. Obviously, no response from GURC.
 - (2) SMU Space Science Center agreement. Agreement is okay but no knowledge that either President TAGE of SMU or Frank Erwin, Chairman of Board of Regents has signed.
 - (3) SMU Geology and Geophysics agreement. Agreement is okay but no knowledge that either President TATE of SMU or Frank Erwin, Chairman of Board of Regents has signed.
 - (4) The Library Agreement with SMU is still being negotiated as to the following one point: Section 3 says that SMU agrees the sum of \$10K of the flat \$35K payment shall be applied to the purchase of library materials. Dr. Griffis objects to the inclusion of the \$10K figure.
 - (5) Long has prepared a letter for Mr. Erwin's signature applying for membership in TAGER. As of now it is not known whether Erwin has signed the letter.
- 3.1
 - A. Ready
 - B. Ready
 - C. Should be ready by noon
 - D. Has been completed
 - E. Being retyped and should be ready momentarily.
 - F. Complete
- 3.2 Complete
- 3.3 Complete
- 3.4 Complete but has not been filed with Secretary of State as yet.
- 3.5 Okay, assuming LeMaistre signs the appointment letters as recommended by us. This includes a statement that the new appointments to UT Dallas conclude any arrangements the employees previously had with SCAS.
- 3.6 We will have to furnish a status Report:
 SCHEDULE 1 - I am informed by Fallis that these are now complete.
 SCHEDULE 2 - Will have to be a status report and mention in connection with the latest information and written correspondence or agreements in connection with parties sponsoring research contracts or grants.
 SCHEDULE 3. - A status report similiar to one mentioned in 3.1(c)
 SCHEDULE VI. - Status report tying back to 3.1(f)
- 4.1 UTS has the action on the agreements mentioned in 3.1(f) the status of which is set forth in that paragraph above.
- 4.2 Long has prepared two agreements with SCAS and TAGER on providing of utilities. Being changed slightly. Both agreement will have to be executed by both parties.
- 4.3 Long indicates that he will be ready on his examination of titles.
- 5.2 (A & B - repeated)
- 5.3 As indicated on Schedules 1-2-3 some of this will not be ready by 9/2. It may be some type of document is needed for the 9/2 closing. STOHL TO TALK TO GOODELL ABOUT THIS.

August 25, 1969

- 5.4 Fallis is to give this his attention. Will give us check to take to closing (BOWLING TO REMIND HIM LATER IN WEEK).
- A. No action
 - B. No action
 - C. Goodell prepared. STOHL MUST TALK TO GOODELL.
 - D. Goodell prepared. STOHL MUST TALK TO GOODELL.
 - E. Mentioned above. As I understand it we have it on lessors personal property but afraid won't have it on other stuff.
 - F. No action required. Except there may be question on (f). 5 which covers our government contracts and grants.
 - G. No action required. ASSUME GOODELL IS HANDLING.
 - H. Action pending State of Texas.

ARTICLE 7.

- A. Question on government grants and contracts, TAGER, GURC and SMU.
- B. Resolution passed on 8/1 but requires approval by a committee. As of now I am not certain this has been done.
- C. Some of the requirements will obviously have to be waived.
- D. WILL HAVE TO CHECK to see if employment letters were sent out.
- E. (1) Probably impossible and will need waiver.
 - (2) Not done as yet.
 - (3) Not done as yet.
 - (4) Not done as yet
 - (5) I DON'T UNDERSTAND WHAT INSTRUMENT IS NEEDED FROM UTS. TALK TO GOODELL.
- F. Long is preparing final draft for execution.
- G. Long assures us this will be done.
- H. Question Mark(?)
- I. (1) UT resolution requires Committee action and signatures of 5 now being obtained by Long.
 - (2) Same as above.
- J. Okay

- 8/1 Robottom to do if here. Otherwise Stohl
- 8.2 No action now
- 8.3 No action
- 8.4 Fallis and EEF to do.

CONTRACT AGREEMENT

- 9/2/69 LTV OK
Subcommittee on Bill Campbell
- 1.3 Must have releases of Bill Campbell, Trustee and LTV on property (Jack Robottom is trying to get these. Must have before Friday).
- 1.9 Jeff Ferguson is to come up with this today. (If there is time, use longer list with brief description). Done
- 1.10 (1) Letter to GURC prepared for Erwin signature. No indication it has been signed and sent out. Obviously, no response from GURC.
- 8/14/69 Tote has signed. Instrument was in Long's possession to obtain Erwin signature
- (2) SMU Space Science Center agreement. Agreement is okay but no knowledge that either President TATE of SMU or Frank Erwin, Chairman of Board of Regents has signed.
- (3) SMU Geology and Geophysics agreement. Agreement is okay but no knowledge that either President TATE of SMU or Frank Erwin, Chairman of Board of Regents has signed.
- 8/14 OK. But no signature by Erwin. Tote has signed. 2/7 Subb agrees OK.
- (4) The Library Agreement with SMU is still being negotiated as to the following one point: Section 3 says that SMU agrees the sum of \$10K of the flat \$35K payment shall be applied to the purchase of library materials. Dr. Griffis objects to the inclusion of the \$10K figure.
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AUG 25 1969

THOMPSON, KNIGHT, SIMMONS & BULLION
ATTORNEYS AND COUNSELORS
REPUBLIC NATIONAL BANK BUILDING
DALLAS, TEXAS 75201

TELEPHONE
AREA CODE 214
741-4721
CABLE TOMTEX

Friday, August 22, 1969

Dear Bob,

As my secretary, who likes to keep regular hours, has gone home, and I want you to have the enclosed documents tomorrow, I am herewith sending you the following:

Charlotte
has

1. Three copies of revised pages 7, 9 and 14 (7 and 9 were revised to change "farm lease" to "two leases" because the arrangement for the operation of the magnetic lab by USC & HS is treated as an outstanding lease, and 14 was revised to provide for signing by the Board of Governors of SCAS);
2. Three copies of Schedule IV - non-sponsored research;
3. Three copies of Schedule VI - Arrangements with other schools;
4. Three copies of the form of the Deed of Gift covering the real estate, with Exhibit "A", describing the real estate, attached;
5. Three copies of the form of the Bill of Sale (Gift of Personal Property, with Exhibit "B", describing the property by referring to IBM sheets and a list of the accepted items, attached; and
6. Nine execution counterparts of the Agreement, with Exhibits "A" and "B" attached, which have been executed by SCAS, and which I believe are ready for signing by

Mr. Edwin, as chairman, and the Secretary, of the Board of Regents of UTS, after being approved in writing by the 5 man board appointed committee.

If anything is outstanding to prevent approval by the committee or signing by the officers of the Board of Regents, please phone me as promptly as you can.

I understand that copies of the survey plot have been sent to you. I will study your documents and report to you Monday or there.

Sincerely.

Bob

from phone call 8/22/69 - Long/Stohl

Gary Hammon said that you are working with Austin College - TCU - in area of computer services. Is this anything that is going to be a continuing relationship? Something that we need to put in this contract? Why don't we find out details and see if we should put it in. There is just a reference in a memo and exactly what is being done is not very well defined. If this is something you feel we have a contractual commitment to do work and they will be paying us, maybe we should put it in.



LAW OFFICE

THE UNIVERSITY OF TEXAS SYSTEM

P. O. BOX 7727

AUSTIN, TEXAS 78712

August 20, 1969

UNIVERSITY ATTORNEYS
BURNELL WALDREP
RICHARD C. GIBSON
W. R. LONG

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

Dear Sol:

In connection with our telephone conversation, enclosed you will find copies of the following instruments:

1. Three agreements with S.M.U. covering:
 - (a) Library services;
 - (b) Appointment of faculty members to the Department of Geological Sciences;
 - (c) Appointment of faculty members to the Space Center of the SMU Institute of Technology.
2. Letter re application for membership in TAGER;
3. Letter re application for membership in GURC;
4. Novation agreement to be executed by SCAS and UT Dallas covering HEW contracts and grants (Exhibit A to be attached);
5. Draft of a general novation agreement form in which can be inserted the name of the appropriate government contracting agency (Exhibit A to be attached).

With the completion of the negotiation of these instruments, I hope that the committee composed of Messrs. Frank C. Erwin, Jr., Dan Williams, and E. D. Walker and Drs. H. H. Ransom and C. A. LeMaistre can unanimously approve the basic agreement, and the same can be signed by Mr. Erwin pursuant to the authority contained in the resolution passed by the Board of Regents at its meeting of August 1.

This letter is also to acknowledge receipt of the following abstracts:

Mr. Sol Goodell

-2-

August 20, 1969

- (1) Supplemental Abstract No. 25,263, certified by Collin County Abstract Company from 4:30 P.M. March 15, 1966 (closing hour and date of No. 24424), to 8:00 A.M. July 29, 1969.
- (2) Supplemental Abstract No. 75164, certified by Dallas Title Company from 8:00 A.M. April 7, 1966, to 8:00 A.M., July 10, 1969.
- (3) Owner's Title Commitment No. GF 155182 issued by the Stewart Title Company and certified to July 28, 1969, at 8:00 A.M.

I should be in a position to submit to you a preliminary title opinion as contemplated by the agreement at the first part of next week.

Best wishes.

Sincerely,



W. R. Long
University Attorney

WRL:tx
Enc.

cc: Mr. Graves Landrum
 → Mr. Ralph Stohl

COPY

THOMPSON, KNIGHT, SIMMONS, & BULLION
REPUBLIC NATIONAL BANK BUILDING
DALLAS, TEXAS

August 20, 1969

Mr. W. R. Long III,
Attorney,
The University of Texas,
P. O. Box 7727,
Austin, Texas. 78712

Dear Bob:

Pursuant to our telephone conversation of today, I am herewith handing you three copies of each of revised pages 3, 10 and 14 of the Agreement, and also Exhibit "B"; also Schedules IV and VI.

I hope to have Exhibit "A" - a description of the real estate - ready tomorrow, and I will forward it to you as soon as I get it, and the forms of the Deed and Bill of Sale will follow.

Sincerely,

Original Signed by
Sol Goodell

SG/RF
Encs.

cc-Mr. J. E. Jonsson
cc-Mr. Ralph N. Stohl ✓

August 19, 1969

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

Dear Sol:

You asked for a copy of recommended Schedule IV in the contract with the University of Texas System. It is enclosed.

We can go into more detail, but it would be meaningless.

As I have mentioned to you on several occasions, this unsponsored research money as we have called it under SCAS becomes organized research under UTS. Center funds have been used for this in the past and State funds as approved by the UT Board of Regents will be used in the future.

The bulk of the Center's budget and that of UT-Dallas consists of funding by the U. S. Government and a few private foundations for research. Then there is the cost of administration. Unsponsored or organized research represents the balance - that research going on at the Center and which will continue under UT-Dallas which is not covered by other funding.

Sincerely,

Ralph N. Stohl
Vice President

Enclosure
c. c. S. C. Fallis

RNS/cb

MEMORANDUM

File
for
history
RNS

SUBJECT: Discussion with Sol Goodell-
concerning Paragraph 8.4 of
the UTS/SCAS Contract

DATE: 18 August 1969

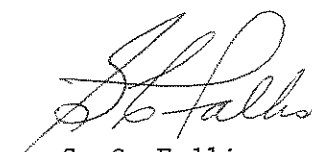
TO: R. N. Stohl ✓

FILE: SCF-9M-224

As you requested, I talked with Sol Goodell today regarding the provisions of paragraph 8.4 of the subject contract. As I understand it, the points of discussion have been the inclusion of the word "promptly" and who would submit bills for government contracts and grants after September 1. Since "promptly" is somewhat ambiguous, its use in the contract does not bother me because it is our intention to segregate funds just as soon as it is practical following accepted accounting practices. Therefore, I can see no restrictions if the word "promptly" is allowed to stay in the contract.

I explained to Sol that since many of the contracts and grants will be novated effective September 1, it will in many instances be wise to bill from UT-Dallas for work completed prior to September 1. This is simply because after the contract has been novated, the agency would have no reason to pay SCAS. Sol and I agreed that we should bill from either UTD or SCAS after September 1 in such a way that prompt payment can be received irrespective of whose funds are involved. } ?

In any event, two completely separate, auditable, and distinct sets of accounting records will be maintained; and just as soon as it is practical, following acceptable accounting practices, settlements will be made-- depositing proper funds in the proper account. There is nothing I can find in paragraph 8.4 which specifies who bills when. In summary, we should bill and, in fact, conduct all of our operations in a way which causes the least amount of confusion among all of our contract and grant agencies. This is our intent.


S. C. Fallis

SCF/vem

Copy to: Mr. Sol Goodell
Thompson, Knight, Simmons & Bullion
Republic National Bank Building
Dallas, Texas

7. Aus

F. I have been fighting paragraph 8.4 because of your voice. This started before you had assumed power from the Walker that somehow he would obtain for us to help U.S. Airlines in its cash problems starting. Sincerely, M

in its cash problem. Stanley says he has been so
longer than the work of P.S. 8. I told you we would go along with
P.S. 4 but, after confering with you, it appears
that she was promptly ~~and~~ which appears
in two places should be ~~the same~~ since it was
~~because it was meaningful.~~ Now you talk to
Ed and decide that since it is meaningful
it might as well stay in.

~~22 Feb 1964 - 1st handoff~~

One danger is that ^{the U.S. still} ~~there~~ is still concerned
with the fact is also important. If 8.4 as it

now reads is unfortunate ~~and I~~
~~apart from~~ ~~Erin's~~ ~~plenty~~ ~~it~~ ~~time~~
and I think its time. I would still go back
to the original wording concerning settlement
between IFF and UTD after audits which
was included in the first Goodell draft.

I wanted you to talk to Goodell to explain our
accounting problem ~~as far as~~ ~~possible~~
and make your point. But finally ~~Sal~~
Goodell prevailed. I am ~~4~~ ~~in~~ ~~from~~
the standpoint of the U.S. people. — Again as
stated above with your assurance of UTD System
finding to take care of the cash flow, none of
us has to worry about the unfortunate wording
of P.B.4.

II The last sentence of your memo to me state

I thought we had agreed that in view
of the notation agreed to with the various Govt.
agencies ~~all bills~~ and in order not to
confuse their accounting department, all
billings prior to Sept 1 would be in the

name of SCAS, and all billing ^{after} ~~on~~ Sept 1.
would be in name of UTD.

Now you say you are SCAS ~~but~~
billing after Sept 1, should be made
either in the name of SCAS or UTD,
whichever is appropriate to incur prompt payment
of funds. This issue we became a thing of
we had an agreement internally and we agreed
in by UTS officials ^{this point}. Also I want to say by
this is a matter of concern to Goodell.

*Docu*AGREEMENT

THE STATE OF TEXAS }
COUNTY OF DALLAS }

This agreement entered into by and between Southern Methodist University, hereinafter called "SMU", and the Board of Regents of The University of Texas System for and on behalf of The University of Texas at Dallas, hereinafter called "UT Dallas", WITNESSETH:

WHEREAS, pursuant to the provisions of House Bill No. 303 enacted by the 61st Legislature, Regular Session, 1969, the Board of Regents of The University of Texas System is authorized and directed to establish and maintain a general academic institution to be known as The University of Texas at Dallas as a state-supported institution of higher education at a site to be selected in Dallas County, Texas, or any county adjacent thereto and to accept donations and gifts of real estate, buildings, libraries, laboratories, apparatus, equipment, records, or money for the use and benefit of such institution; and

WHEREAS, the Board of Governors of the Southwest Center for Advanced Studies, a Texas nonprofit corporation, hereinafter called "SCAS", as of September 1, 1969, will give, donate, and transfer to the Board of Regents of The University of Texas System for the purpose of establishing The University of Texas at Dallas, certain properties upon which are located the present buildings and facilities of its educational and research institution; and

WHEREAS, the Board of Regents of The University of Texas System will as of September 1, 1969, have made appointments of certain faculty, postdoctoral, administrative, and research personnel of SCAS to UT Dallas in order to effect a satisfactory transition of such faculty and personnel to The University of Texas System; and

WHEREAS, SMU and SCAS have previously entered into a cooperative agreement pertaining to engineering and science programs in the Space Science Center of the SMU Institute of Technology; and

WHEREAS, it is the desire of SMU and UT Dallas to continue such cooperative agreement for the purpose of increasing advanced degree production in the North Texas area:

NOW, THEREFORE, for and in consideration of the mutual benefits and the conditions herein contained, the parties hereby agree as follows:

1. SMU will continue the Space Science Center as an administrative unit within the SMU Institute of Technology.

2. SMU will appoint to the Space Science Center, as faculty members in the SMU Institute of Technology, such members of the UT Dallas faculty as may be nominated by UT Dallas and approved by SMU in accordance with the policies and evaluative procedures applied for all faculty members in the Institute.

The faculty appointments provided herein will:

- a. carry full voting rights in the Institute Faculty Council of the SMU Institute of Technology.
- b. not carry tenure at SMU and such appointees are not voting members of the SMU faculty nor are they eligible for election to the SMU Faculty Senate.
- c. not entitle the appointee to certain incidental privileges accorded other SMU faculty members. These include participation in the retirement plan, hospitalization program, life insurance program, health insurance program, accident insurance program, tuition scholarships for dependents, use of SMU Health Services, special reduced rates for athletic and recreational events.

- d. carry the privilege of joining the Faculty Club, of using university faculty recreational facilities and of using the University Bookstore.

3. The existing academic policies, procedures and standards now in effect in the SMU Institute of Technology, as set forth in the 1968 Bulletin and in the manual "Organization and Administration of the Institute of Technology", will apply to the Space Sciences Center and its operations except as they might be changed in the future by the Institute Faculty Council.

4. The Space Sciences Center will offer a group of courses, approved by the usual procedure in the Institute, and these will be listed in the Bulletin of the Institute as regular offerings of the SMU Institute of Technology. The administration of the SMU Institute of Technology will work closely with the Space Sciences Center to develop appropriate advertising literature and to aid in its appropriate circulation.

5. The Space Sciences Center will offer two courses, one each semester in the 1969-70 academic year. These may be offered over the TAGER TV system. In years subsequent to 1969-70, course offerings by the Space Sciences Center will be scheduled as required by student demand, faculty availability, and in accordance with procedures governing other centers in the SMU Institute of Technology. The description of the Space Sciences Center and its initial menu of courses, as it will be published in the 1968 Bulletin of the SMU Institute of Technology, is given in Exhibit A which is attached hereto and made a part hereof. This will be subject to revision in future years by the same process as followed by other centers in the Institute.

6. Degrees awarded by virtue of work done within the Space Sciences Center will be designated as awarded by SMU in cooperation with UT Dallas upon recommendation of the faculty

of the joint program sponsored by these two institutions, and the diploma will include a statement to that effect.

7. SMU agrees to pay to UT Dallas for the services to be rendered by the faculty members of UT Dallas as herein provided a pro rata part of the tuition collected from each student enrolled at SMU. Of the tuition collected for each student semester hour taught by UT Dallas faculty members, SMU will retain 33% thereof to cover the overhead costs of SMU and SMU will remit to UT Dallas the remaining 67% thereof. The rate of reimbursement provided herein will be subject to annual review and adjustment. It is agreed and understood by SMU that where UT Dallas is the originating institution for TAGER TV courses listed in the SMU catalog, UT Dallas will be reimbursed by TAGER for its share of the TV surcharge paid by industry.

8. This agreement may be amended from time to time at the request of either party and with the consent of the other party.

9. This agreement shall be for a period of one year commencing on September 1, 1969, and ending on August 31, 1970, and shall continue from year to year thereafter unless sooner terminated by either party upon written notice to the other party at least six months in advance of any anniversary date of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of September 1, 1969.

SOUTHERN METHODIST UNIVERSITY

By _____
Willis M. Tate, President

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Frank C. Erwin, Jr.
Chairman

Approved as to Form:

Approved as to Content:

University Attorney

Executive Vice-Chancellor for
Academic Affairs

AUG 21 1969

Spauldinger

AGREEMENT

THE STATE OF TEXAS)
 (
COUNTY OF DALLAS)

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WHEREAS, the Board of Regents of The University of Texas System will as of September 1, 1969, have made appointments of certain faculty, postdoctoral, administrative, and research personnel of SCAS to UT Dallas in order to effect a satisfactory transition of such faculty and personnel to The University of Texas System; and

WHEREAS, SMU and SCAS have previously entered into a cooperative agreement pertaining to advanced education and basic research in the geological sciences; and

WHEREAS, it is the desire of SMU and UT Dallas to continue such cooperative agreement for the purpose of increasing advanced degree production in the North Texas area:

NOW, THEREFORE, for and in consideration of the mutual benefits and the conditions herein contained, the parties hereby agree as follows:

1. SMU hereby agrees that the faculty of the SMU Department of Geological Sciences (including Associate Members) will continue the present program of formal courses and research which has been approved by the Graduate Faculty of the SMU School of Humanities and Sciences and which leads to the degrees of Master of Science and Doctor of Philosophy.

2. SMU will appoint as Associate Members of the graduate faculty of the SMU Department of Geological Sciences such members of the UT Dallas faculty as may be nominated by UT Dallas, approved by the Chairman of the SMU Department of Geological Sciences and the Dean of the SMU Graduate School of Humanities and Sciences, confirmed by the faculty of the SMU Graduate School of Humanities and Sciences, and approved by the SMU Board of Trustees. The faculty appointments provided herein will be for a term of one year and may be renewed annually following the same procedure. The faculty appointments provided herein will:

- a. carry the usual privileges accorded Associate Members of the SMU Graduate Faculty of Humanities and Sciences, including use of library and research facilities, the option of joining the SMU Faculty Club, and use of the University Bookstore.

- b. not be voting members of the SMU faculty of the Graduate School of Humanities and Sciences, nor will they be eligible for election to the SMU Faculty Senate. They will, however, be voting members of the graduate faculty of the SMU Department of Geological Sciences.
- c. not entitle the appointee to certain incidental privileges accorded full-time SMU faculty members. These include participation in the retirement plan, hospitalization program, life insurance program, health insurance program, accident insurance program, tuition scholarships for dependents and use of SMU Health Services and special reduced rates for athletic and recreational events.

3. Course offerings in the geological sciences by members of the UT Dallas faculty will be scheduled as required by student demand and faculty availability.

4. Degrees awarded by virtue of work done within the SMU Department of Geological Sciences will be designated as awarded by SMU in cooperation with UT Dallas, and the diploma will carry a statement to that effect.

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SOUTHERN METHODIST UNIVERSITY

By _____
Willis M. Tate, President

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Frank C. Erwin, Jr.
Chairman

Approved as to Form:

Approved as to Content:

University Attorney

Executive Vice-Chancellor for
Academic Affairs

AUG 21 1969

Library

AGREEMENT

THE STATE OF TEXAS X
 (
COUNTY OF DALLAS X

This agreement entered into by and between Southern Methodist University, hereinafter called "SMU", and the Board of Regents of The University of Texas System for and on behalf of The University of Texas at Dallas, hereinafter called "UT Dallas", WITNESSETH:

WHEREAS, pursuant to the provisions of House Bill No. 303 enacted by the 61st Legislature, Regular Session, 1969, the Board of Regents of The University of Texas System is authorized and directed to establish and maintain a general academic institution to be known as The University of Texas at Dallas as a state-supported institution of higher education at a site to be selected in Dallas County, Texas, or any county adjacent thereto and to accept donations and gifts of real estate, buildings, libraries, laboratories, apparatus, equipment, records, or money for the use and benefit of such institution; and

WHEREAS, the Board of Governors of the Southwest Center for Advanced Studies, a Texas nonprofit corporation, hereinafter called "SCAS", as of September 1, 1969, will give, donate, and transfer to the Board of Regents of The University of Texas System for the purpose of establishing The University of Texas at Dallas, certain properties upon which are located the present buildings and facilities of its educational and research institution; and

WHEREAS, the Board of Regents of The University of Texas System will as of September 1, 1969, have made appointments of certain faculty, postdoctoral, administrative, and research personnel of SCAS to UT Dallas in order to effect a satisfactory transition of such faculty and personnel to The University of Texas System; and

WHEREAS, SMU and SCAS have previously entered into an agreement whereby SMU has provided library services and the use of its library resources for the benefit of research and staff personnel of SCAS, at the premises of SCAS or at the SMU library; and

WHEREAS, it is the desire of SMU and UT Dallas to continue such cooperative relationship at the working level in the area of library services:

NOW, THEREFORE, for and in consideration of the mutual benefits and the conditions herein contained, the parties hereby agree as follows:

1. SMU agrees to provide to UT Dallas the following services which are normally available to SMU faculty members:

1.1 Access to all information contained in a collection of 349,493 volumes in the fields of science, engineering, and mathematics. (This collection is fully organized and cataloged and includes 56,124 government documents and research reports, more than 200 indexing and abstracting services received currently, and more than 1,750 scientific serials received currently.)

1.2 Services of a staff of professionally trained and experienced librarians who have a service-oriented outlook and are familiar with the collection. The SMU Science Library staff will be responsible for the professional aspects of service to UT Dallas when the UT Dallas Reference Librarian is absent. They will thus provide "back-up" service to the clerical assistant who works with the UT Dallas Reference Librarian.

1.3 Services of a fully equipped photolab manned by a full-time employee. The photolab can produce:

1.31 Excellent photocopy (on a Xerox 914 and 2400) of articles from books and journals.

- 1.32 Full-sized reproductions from both roll microfilm and microfiche, and
- 1.33 Roll microfilm copies of books and journals.
- 1.4 Access to machines for reading roll microfilm, microfiche, and microcards.
- 1.5 Access to private study rooms which enable a user to carry out a detailed literature search or any other library activity requiring a considerable amount of time in the Science Library.
- 1.6 In lieu of issuing library cards, the SMU library staff at all SMU libraries will require UT Dallas users to identify themselves. Names of users will be checked against an authorized list of UT Dallas users, in cases where the individual is not known to the staff.

2. SMU agrees to provide the following special services to UT Dallas:

- 2.1 The services of a professional librarian, to be designated the UT Dallas Reference Librarian, who will devote full time to UT Dallas needs. SMU will furnish to this librarian a private office and furnishings, and he will be able to call upon any Science Library staff member for advice and/or assistance relating to UT Dallas requests. The UT Dallas Reference Librarian will be an SMU employee, enjoying SMU's normal fringe benefits. Hiring, termination, and salary determination and review will be joint responsibility of the SMU Library Administration and UT Dallas.

- 2.2 SMU will lend UT Dallas books and documents from its circulating collection for a period of three weeks. Loans of journals will be for one week. Books and journals may be renewed if there have been no requests for them. If SMU staff, faculty, or students have had Science Library material for three weeks or longer, and this material is requested by UT Dallas, they will be required to return said material for a three-week period with the understanding that they may have it again when the three-week loan period (or one week in the case of journals) to UT Dallas has passed.
- 2.3 When request is made for journal articles which involve ten pages or less, SMU will supply a photocopy in lieu of a loan.
- 2.4 Requested material not in the Science Library collection will be borrowed, when possible, from other sources.
- 2.5 Call service to the Science Library Reference Department will be provided at any time, either directly or through the UT Dallas Reference Librarian, for information which can be located fairly quickly within Science Library holdings.
- 2.6 Fifty (50) copies of a monthly information bulletin for UT Dallas use will be provided.
- 2.7 UT Dallas will assume financial responsibility for all books and journals borrowed by UT Dallas personnel, either through UT Dallas Reference Librarian or directly by individual staff member.

3. UT Dallas agrees to pay to SMU for the services to be rendered under the terms of this agreement the sum of \$35,000, such payment to be made in four quarterly installments. SMU agrees that the sum of \$10,000 of such \$35,000 payment shall be applied to the purchase of library materials in the fields of interest of UT Dallas research and that UT Dallas has the privilege of requesting specific additional titles. Such acquisitions will be made in consultation with the UT Dallas Reference Librarian at SMU.

4. This agreement may be amended from time to time at the request of either party and with the consent of the other party.

5. This agreement shall be for a period of one year commencing on September 1, 1969, and ending on August 31, 1970, and shall continue from year to year thereafter unless sooner terminated by either party upon written notice to the other party at least six months in advance of any anniversary date of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of September 1, 1969.

SOUTHERN METHODIST UNIVERSITY

By _____
Willis M. Tate, President

ATTEST:

BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Secretary

By _____
Frank C. Erwin, Jr.
Chairman

Approved as to Form:

Approved as to Content:

University Attorney

Executive Vice-Chancellor for
Academic Affairs

AUG 21 1969

H E W

AGREEMENT

THE STATE OF TEXAS X
 (
COUNTY OF DALLAS X

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

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

JUL 2 1969

AGREEMENT

THE STATE OF TEXAS X
 (
COUNTY OF DALLAS X

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

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.

Betty Anne Thedford

Bob Long call of 8/12/69

He has been trying to get copies of novation agreements in a suitable form that we are going to need. He is having a conference with Anderson and will deliver to Ken Ashworth, Administrative Assistant to Dr. LeMaistre the SMU agreement in draft form. He mentioned that Frank Johnson was in conference with LeMaistre and others last week concerning these agreements. They have that working now. Stohl asked for copies. Long said as soon as he delivers them to Ashworth he intends to get in our hands a copy of the new draft for the library agreement. Mr. Stohl asked if this was a new library agreement, and Long said no, and RNS said that is cut and dried. Only the budget must be approved. He will send us a copy of that agreement and also tomorrow send copies of a draft of a sample novation agreement. He mentioned the communication from AEC and HEW, and said he thinks we are going to have to approach it in a different manner since it is a little more than just a name change. Stohl asked why do we care? Long said he did not think we have the proper language in there that they are assuming all of the obligations, etc. Landrum's letter agreed that UT would commit itself, and Long thinks AEC is laboring under the impression that this ~~x~~ is a name change only, and he thinks we are going to have to go on their standard AEC form novation.

There was general discussion of the land which was finally agreed upon. Long asked for certain abstracts which more than likely he did not get the day he was talking with Sol Goodell.

Long asked for a copy of the SCAS resolution that was passed at the 8/8/69 Board meeting.

Long said he would send Sol Goodell a complete set of the documents he is sending Stohl. He thinks he would want to know that they are proceeding to get the necessary documents. He supposed that Sol Goodell would furnish him a draft of his general warranty deed and bill of sale. He would like to go to Erwin and say here it is and to get the approval of Williams, LeMaistre, Walker and others. He wondered if this would be the first part of next week. He said the bill of sale on personal property would be enough. He wondered if we aren't going to have at least a draft of the instrument on inventory.

Long said they are making a change in Section D - he said he was not sure what they are thinking about but Ashworth and LeMaistre want to go beyond what the statement of principles are talking about - page 10 - 7/31/69 version, beginning on 6th line "to enable him either to acquire tenure or to change in an orderly fashion to another position." He said the way the language reads and also in the statement of principles it indicates they are going to give him tenure now or look for another position. They want him to know there will be another evaluation. He asked if there had been sufficient time to evaluate fully the faculty tenure problem, and said that something is to be added to the budget to indicate that they are still in the process of evaluation of faculty for their tenure.

Long said he had delivered a copy of the agreement to Erwin, but he has not had a chance in 10 days to look at it. He admitted it was up to him to get the contract nailed down, and that Erwin will be back in the late afternoon.

Long and Stohl again reviewed the agreement and made minor changes mutually.

AUG 8 1969



LAW OFFICE

THE UNIVERSITY OF TEXAS SYSTEM

P. O. BOX 7727

AUSTIN, TEXAS 78712

August 7, 1969

Mr. Ralph N. Stohl
Vice President of Administration
Southwest Center for Advanced Studies
Post Office Box 30365
Dallas, Texas 75230

Dear Ralph:

Enclosed are copies of the material which Mr. Sol Goodell forwarded for you which did not arrive in Austin in time for the Board of Regents meeting on August 1. You have been furnished with a copy of the resolution which was adopted by the Board which makes that portion of his letter superfluous.

It is my understanding that Dr. LeMaistre has had certain conversations with Dr. Francis Johnson concerning the problem of tenure for faculty members of SCAS which will necessitate further modification of Section D of Article VII. I will discuss this minor wording change with you and Mr. Goodell on Monday or Tuesday of next week when I return from Port Aransas.

Sincerely,

W. R. Long
W. R. Long

WRL:mae
Enclosures

THOMPSON, KNIGHT, SIMMONS & BULLION
ATTORNEYS AND COUNSELORS
REPUBLIC NATIONAL BANK BUILDING
DALLAS, TEXAS 75201

VIA AIR MAIL

July 31, 1969

TELEPHONE
AREA CODE 214
741-4721
CABLE TOMTEX

Mr. Ralph N. Stohl
c/o Mr. R. W. Long, III
Attorney
University of Texas
P. O. Box 7727
Austin, Texas 78712

Re: SCAS -UTS

Dear Ralph:

Enclosed are copies of (1) Bob Long's letter to me dated July 29, (2) his enclosures including his suggestions for a new Paragraph D of Article VII and his draft of revised Board of Regent's resolutions, (3) my changes on these two instruments, which have been cleared with Bob by telephone, and which I have discussed with Erik and (4) three copies of revised pages 10 and 13 of the agreement.

Sincerely,



Sol Goodell

SG:djm
Encl.

cc: Mr. J. E. Jonsson
Miss Nelle Johnston



LAW OFFICE

THE UNIVERSITY OF TEXAS SYSTEM
P. O. BOX 7727
AUSTIN, TEXAS 78712
JUL 31 3 02 AM '69
THOMPSON, KNIGHT,
SIMMONS & BULLION

UNIVERSITY ATTORNEYS
BURNELL WALDREP
RICHARD C. GIBSON
W. R. LONG

July 29, 1969

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

Dear Mr. Goodell:

In connection with our telephone conversation of July 28, 1969, with reference to the draft of the proposed agreement between the Board of Regents of The University of Texas System and the Southwest Center for Advanced Studies, enclosed you will find a copy of a draft of a resolution to be enacted at the meeting of the Board of Regents scheduled for August 1.

The proposed resolution would accomplish the following:

1. Accept the gift, donation and transfer from the Southwest Center for Advanced Studies;
2. Authorize the Chairman of the Board of Regents or his agent duly designated in writing by the Chairman of the Board of Regents to execute the necessary novation agreements or other instruments pertaining to the transfer of the sponsored research contracts and grants from the Southwest Center for Advanced Studies and the completion of the work contemplated therein by the University of Texas at Dallas;
3. Authorize the Chairman of the Board of Regents or his agent duly designated in writing by the Chairman of the Board of Regents to execute any and all instruments and to perform any and all necessary acts for and on behalf of the Board of Regents of The University of Texas System pertaining to such transfer.

July 29, 1969

The proposed resolution, if adopted in this form, without specific reference to the agreement, would authorize the Chairman of the Board of Regents to execute the agreement in question and to consummate the transactions contemplated therein and will not require approval of the agreement by a special committee of the Board of Regents with subsequent ratification of such action by the full Board at a meeting after the closing date. The certificates of the Chairman and Secretary of the Board of Regents, as provided in Article VII B, and the opinion to be furnished by me, as counsel for the Board of Regents, as provided in Article VII I(2), would then properly reflect that all necessary action had been taken by the Board of Regents prior to the closing date.

After you have had an opportunity to examine the same, I would appreciate your furnishing me with any comments you might have prior to the meeting of the Board of Regents on August 1.

Best wishes.

Sincerely yours,

W. R. Long

WRL:mae

Enclosure

D. UTS agrees to make every effort to effect a satisfactory transition of the faculty and personnel of SCAS to UTS as of September 1, 1969. The appointments made by UTS will conform to the rules and regulations of UTS, including the "Budget Rules and Procedures" as included in each UTS budget, and to controls imposed by accrediting bodies and educational associations. Any SCAS faculty member who is not offered acceptable academic rank and tenure shall be retained by UTS on its payroll for a reasonable period of time to enable him to change in an orderly fashion to another position. Postdoctoral, research, and administrative personnel will be afforded like treatment, except as to tenure, to that outlined for the faculty. UTS agrees prior to the Closing Date to deliver to SCAS a copy of the budget which it has approved for UT Dallas and a copy of each appointment notice offered by UTS to the faculty, postdoctoral, administrative and research personnel of SCAS. Each appointment notice may declare that it is subject to the conditions that this Agreement shall be consummated and that an appropriation of funds shall be made by the 61st Legislature for UT Dallas. UTS shall advise SCAS as to the names of those individuals who reject such appointment or do not accept such employment.

U. T. DALLAS: AUTHORIZATION TO ACCEPT THE GIFT OF THE BOARD OF GOVERNORS OF THE SOUTHWEST CENTER FOR ADVANCED STUDIES FOR THE ESTABLISHMENT OF THE UNIVERSITY OF TEXAS AT DALLAS.-- With respect to the establishment of The University of Texas at Dallas, it is recommended that the following resolution be adopted:

RESOLUTION

WHEREAS, pursuant to the provisions of House Bill No. 303 enacted by the 61st Legislature, Regular Session, 1969, the Board of Regents of The University of Texas System is authorized and directed to establish and maintain a general academic institution to be known as The University of Texas at Dallas as a state-supported institution of higher education at a site to be selected in Dallas County, Texas, or any county adjacent thereto and to accept donations and gifts of real estate, buildings, libraries, laboratories, apparatus, equipment, records or money for the use and benefit of such institution; and

WHEREAS, the Board of Governors of the Southwest Center for Advanced Studies, a Texas nonprofit corporation, has offered to donate to the Board of Regents of The University of Texas System for the purpose of establishing The University of Texas at Dallas, a site of not less than 250 acres located in Dallas and Collin Counties, Texas, together with the buildings, facilities and equipment located thereon and to transfer to the Board of Regents of The University of Texas System all of the sponsored research contracts and grants of the Southwest Center for Advanced Studies existing as of September 1, 1969; and

WHEREAS, it is the desire of the Board of Regents of The University of Texas System to accept such gift, donation and transfer from the Board of Governors of the Southwest Center for Advanced Studies and to take all essential steps to insure effective and immediate transfer thereof to The University of Texas System:

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents of The University of Texas System that the gift, donation and transfer of the Board of Governors of the Southwest Center for Advanced Studies be and is hereby accepted, and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Regents or his agent duly designated in writing by the Chairman of the Board of Regents be and they are hereby authorized to execute the necessary novation agreements or other instruments pertaining to the transfer of the sponsored research contracts and grants from the Southwest Center for Advanced Studies and the completion of the work contemplated therein by The University of Texas at Dallas, and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Regents or his agent duly designated in writing by the Chairman of the Board of Regents be and they are hereby authorized to execute any and all instruments and to do any and all necessary acts for and on behalf of the Board of Regents of The University of Texas System to effectuate an orderly transfer of such gift, donation and transfer from the Board of Governors of the Southwest Center for Advanced Studies to The University of Texas System in furtherance of the establishment of The University of Texas at Dallas.

as follows:

Prior to the Closing Date UTS will have: (1) make

other

its D. ~~UTS~~ agrees to make every effort to effect a satisfactory transition of the faculty and personnel of SCAS to UTS, as of September 1, 1969. The appointments made by UTS will conform to ~~the~~ rules and regulations of ~~UTS~~, including the "Budget Rules and Procedures" ~~as included in each UTS~~ budget, and to controls imposed by accrediting bodies and educational associations; Any SCAS faculty member who is not offered acceptable academic rank and tenure ~~shall be~~ retained by UTS on its payroll for a reasonable period of time to enable him to change in an orderly fashion to another position, ~~and~~ postdoctoral, research, and administrative personnel will be afforded like treatment, except as to tenure; ~~and (2) that outlined for the faculty, UTS agrees prior to the Closing Date to deliver~~ to SCAS a copy of the budget which it has ~~will have~~ approved for UT Dallas and a copy of each appointment notice offered by UTS to the faculty, postdoctoral, administrative and research personnel of SCAS; Each appointment notice may declare that it is subject to the conditions that this Agreement shall be consummated and that an appropriation of funds shall be made by the 61st Legislature for UT Dallas; ~~and (3) UTS shall advise SCAS as to the names of those individuals who reject such appointment or do not accept such employment.~~

application to

provided, that each

U. T. DALLAS: AUTHORIZATION TO ACCEPT THE GIFT OF THE BOARD OF GOVERNORS OF THE SOUTHWEST CENTER FOR ADVANCED STUDIES FOR THE ESTABLISHMENT OF THE UNIVERSITY OF TEXAS AT DALLAS.-- With respect to the establishment of The University of Texas at Dallas, it is recommended that the following resolution be adopted:

RESOLUTION

WHEREAS, pursuant to the provisions of House Bill No. 303 enacted by the 61st Legislature, Regular Session, 1969, the Board of Regents of The University of Texas System is authorized and directed to establish and maintain a general academic institution to be known as The University of Texas at Dallas as a state-supported institution of higher education at a site to be selected in Dallas County, Texas, or any county adjacent thereto and to accept donations and gifts of real estate, buildings, libraries, laboratories, apparatus, equipment, records or money for the use and benefit of such institution; and

upon certain conditions,

WHEREAS, the Board of Governors of the Southwest Center for Advanced Studies, a Texas nonprofit corporation, has offered to donate to the Board of Regents of The University of Texas System for the purpose of establishing The University of Texas at Dallas, a site of not less than 250 acres located in Dallas and Collin Counties, Texas, together with the buildings, facilities and equipment located thereon and to transfer to the Board of Regents of The University of Texas System all of the sponsored research contracts and grants of the Southwest Center for Advanced Studies existing as of September 1, 1969; and

WHEREAS, it is the desire of the Board of Regents of The University of Texas System to accept such gift, donation and transfer from the Board of Governors of the Southwest Center for Advanced Studies and to take all essential steps to insure effective and immediate transfer thereof to The University of Texas System:

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents of The University of Texas System that the gift, donation and transfer of the Board of Governors of the Southwest Center for Advanced Studies be and is hereby accepted, and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Regents or his agent duly designated in writing by the Chairman of the Board of Regents be and they are hereby authorized to execute the necessary novation agreements or other instruments pertaining to the transfer of the sponsored research contracts and grants from the Southwest Center for Advanced Studies and the completion of the work contemplated therein by The University of Texas at Dallas, and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Regents or his agent duly designated in writing by the Chairman of the Board of Regents be and they are hereby authorized to execute any and all instruments and to do any and all necessary acts for and on behalf of the Board of Regents of The University of Texas System to effectuate an orderly transfer of such gift, donation and transfer from the Board of Governors of the Southwest Center for Advanced Studies to The University of Texas System in furtherance of the establishment of The University of Texas at Dallas.

AUG 4 1969




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

August 2, 1969

MEMORANDUM

TO: Mr. Ralph Stohl
Vice President for Administration
Southwest Center for Advanced Studies

FROM: Mr. Graves W. Landrum 

Deputy Chancellor LeMaistre advises me that the enclosed resolution was adopted by the Board of Regents at their meeting on August 1, 1969.

Certified copies can be made available upon request.

GWL:de

cc: Deputy Chancellor Charles LeMaistre
Executive Vice-Chancellor E. D. Walker
Dr. Francis S. Johnson
Mr. R. L. Anderson
Mr. W. R. Long, III

Enclosure

AUG 1 1969



LAW OFFICE

THE UNIVERSITY OF TEXAS SYSTEM

P. O. BOX 7727

AUSTIN, TEXAS 78712

UNIVERSITY ATTORNEYS

BURNELL WALDREP
RICHARD C. GIBSON
W. R. LONG

July 29, 1969

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

Dear Mr. Goodell:

In connection with our telephone conversation of July 28, 1969, with reference to the draft of the proposed agreement between the Board of Regents of The University of Texas System and the Southwest Center for Advanced Studies, enclosed you will find a copy of a draft of a resolution to be enacted at the meeting of the Board of Regents scheduled for August 1.

The proposed resolution would accomplish the following:

1. Accept the gift, donation and transfer from the Southwest Center for Advanced Studies;
2. Authorize the Chairman of the Board of Regents or his agent duly designated in writing by the Chairman of the Board of Regents to execute the necessary novation agreements or other instruments pertaining to the transfer of the sponsored research contracts and grants from the Southwest Center for Advanced Studies and the completion of the work contemplated therein by the University of Texas at Dallas;
3. Authorize the Chairman of the Board of Regents or his agent duly designated in writing by the Chairman of the Board of Regents to execute any and all instruments and to perform any and all necessary acts for and on behalf of the Board of Regents of The University of Texas System pertaining to such transfer.

Mr. Sol Goodell

-2-

July 29, 1969

The proposed resolution, if adopted in this form, without specific reference to the agreement, would authorize the Chairman of the Board of Regents to execute the agreement in question and to consummate the transactions contemplated therein and will not require approval of the agreement by a special committee of the Board of Regents with subsequent ratification of such action by the full Board at a meeting after the closing date. The certificates of the Chairman and Secretary of the Board of Regents, as provided in Article VII B, and the opinion to be furnished by me, as counsel for the Board of Regents, as provided in Article VII I(2), would then properly reflect that all necessary action had been taken by the Board of Regents prior to the closing date.

After you have had an opportunity to examine the same, I would appreciate your furnishing me with any comments you might have prior to the meeting of the Board of Regents on August 1.

Best wishes.

Sincerely yours,

W. R. Long

WRL:mae

Enclosure

D. UTS agrees to make every effort to effect a satisfactory transition of the faculty and personnel of SCAS to UTS as of September 1, 1969. The appointments made by UTS will conform to the rules and regulations of UTS, including the "Budget Rules and Procedures" as included in each UTS budget, and to controls imposed by accrediting bodies and educational associations. Any SCAS faculty member who is not offered acceptable academic rank and tenure shall be retained by UTS on its payroll for a reasonable period of time to enable him to change in an orderly fashion to another position. Postdoctoral, research, and administrative personnel will be afforded like treatment, except as to tenure, to that outlined for the faculty. UTS agrees prior to the Closing Date to deliver to SCAS a copy of the budget which it has approved for UT Dallas and a copy of each appointment notice offered by UTS to the faculty, postdoctoral, administrative and research personnel of SCAS. Each appointment notice may declare that it is subject to the conditions that this Agreement shall be consummated and that an appropriation of funds shall be made by the 61st Legislature for UT Dallas. UTS shall advise SCAS as to the names of those individuals who reject such appointment or do not accept such employment.

To: S. C. Fallis
Jeff Ferguson
David Canham
Jack Robottom

August 1, 1969

Subject: Project Designations - Agreement Implementing the
Establishment of The University of Texas at Dallas

Although we have discussed the various parts of the contract and exhibits which apply to your operation, I would like to specifically list on the attached copy of Agreement those which apply to all of us who will be responsible for assembling the required documents.

The exhibits will be needed as soon as possible. The schedules can be prepared later, but should be handled with as much speed as possible.

R. N. Stohl

Attachments
RNS/cb

COPY

THOMPSON, KNIGHT, SIMMONS, & B. LION
REPUBLIC NATIONAL BANK BUILDING
DALLAS, TEXAS

JUL 31 1969

July 30, 1969

Mr. W. R. Long, III
Attorney
University of Texas
P. O. Box 7727
Austin, Texas 78712

Dear Bill:

Enclosed is a revision of the agreement between UTS and SCAS incorporating the latest changes which I discussed with you and mailed to you yesterday. I hope the agreement is now in shape for execution as soon as Exhibit "A" (describing the land) and Exhibit "B" (describing the personal property) are prepared.

Ralph Stohl plans to come to Austin Thursday night for the board meeting on Friday. If there are matters pertaining to the contract remaining to be discussed and your principals and you can find time Thursday evening to meet with me then, I could arrange to come to Austin for a meeting Thursday night. I would like very much to have the agreement in final form for the Regent's meeting on Friday.

Sincerely,

Sol Goodell

Sol Goodell

SG:djm
Encl.

cc: Mr. J. E. Jonsson
Mr. Ralph N. Stohl ✓
Miss Nelle C. Johnston

COPY

OMPSON, KNIGHT, SIMMONS, & BUONON
REPUBLIC NATIONAL BANK BUILDING
DALLAS, TEXAS

VIA AIR MAIL

July 31, 1969

Mr. R. W. Long, III
Attorney
University of Texas
P. O. Box 7727
Austin, Texas 78712

RE: SCAS - UTS

Dear Bob:

Enclosed are marked copies showing changes made by me, and discussed with you in our telephone conversation today, in the proposed Paragraph D of Article VII of the agreement and in the proposed resolutions of the Board of Regents mailed to me in your letter of July 29.


Also enclosed are three copies of revised pages 10, (changing Paragraph D) and 13, (deleting notices to Mr. Erwin) of this agreement.

Unless you advise me to the contrary I will consider the agreement now in final form for execution as soon as Exhibits "A" and "B" are added, although I understand that Mr. Erwin may wish to have the schedules in hand before signing.

Please send to me, or give to Ralph Stohl for delivery to me, a copy of the Board's final resolutions pertaining to SCAS and TAGER and to any other institutions involved in the SCAS deal which may be enacted at tomorrow's meeting.

Best wishes.

Sincerely,



Sol Goodell

SG:djm

Encl.

cc: Mr. J. E. Jonsson
Mr. Ralph Stohl ✓

To: Dr. E. S. Johnson
Mr. Gifford K. Johnson

July 24, 1969

Subject: Revised Contract


I am attaching the revised contract as prepared by Sol Goodell, which has been presented to Dr. LeMaistre, Bob Long, and Frank Erwin.

R. N. Stohl

RNS/cb

MEMORANDUM

July 24, 1969

TO: R. N. Stohl
FROM: G. D. Ferguson, Jr. 
SUBJECT: S. C. A. S. Term Appointments

From our brief visit, I am not sure which of this information you will need for your report. Feel free to use what you need and return the rest to me.

Attachments - 3 *pages*.

S. C. A. S. TERM APPOINTMENTS

<u>Name</u>	<u>Job Title</u>	<u>Appt. Begin. Date</u>	<u>Appt. End. Date</u>	<u>Known Term. Date</u>
Brueckner, Dr. H. K.	Research Associate	7-31-67	8-31-70	
Brunschede, Dr. H.	Research Associate	9-27-65	9-27-69	8-22-69
Burck, Dr. P. J.	Research Associate	7-31-67	8-31-70	
Chen, Dr. J. C.	Research Scientist	6-12-67	12-31-69	
Creed, Dr. D.	Research Associate	10-31-68	10-31-70	
Dalen, Dr. H.	Research Associate	2-1-69	8-31-69	
Day, Dr. R. S.	Research Associate	4-7-67	4-7-70	8-8-69
Flores da Cunha, Dr. M.	Research Scientist	3-3-69	3-3-70	8-29-69
Goldman, Dr. S.	Research Associate	6-1-69	6-1-71	
Gomez, Dr. B.	Research Associate	11-2-65	11-2-69	
	Research Scientist	11-2-69	11-2-70	
? Gottlieb, Dr. B.	Visiting Scientist	1-6-67	5-31-70	
? Green, A. W.	Visiting Scientist	4-21-64	4-20-70	
Harm, Dr. H.	Research Associate	4-1-67	4-1-71	
Hoffman, Dr. M. S.	Research Associate	9-16-68	9-16-70	
Ikenaga, Dr. M.	Research Associate	9-10-68	9-10-70	
? Kondo, Dr. S.	Visiting Professor	7-2-69	9-17-69	
Mitani, Dr. M.	Research Associate	9-1-68	9-1-70	
Nishioka, Dr. H.	Research Associate	5-1-69	5-1-71	
Nisioka, Dr. T.	Research Associate	9-1-67	9-1-69	8-4-69
Palm, Dr. A.	Visiting Research Scientist	9-1-66	8-31-69	
Saito, Dr. N.	Research Associate	1-15-68	1-15-70	
Smith, Dr. C.	Research Associate	1-1-67	1-1-71	
Smith, Dr. D.	Research Associate	8-16-66	8-15-69	8-29-69
Treichler, Dr. H.	Research Associate	8-23-67	8-23-69	8-22-69
Varghese, Dr. A. J.	Research Associate	9-23-68	9-23-70	

OTHER S. C. A. S. TERM APPOINTMENTS

<u>Name</u>	<u>Job Title</u>	<u>Appt. Begin. Date</u>	<u>Appt. End. Date</u>
Allum, Dr. F. R.	Assistant Professor	7-1-69	7-1-70
*Broersma, Dr. S.	Adjunct Professor	8-1-67	9-1-69
Bujard, Dr. H.	Assistant Professor	1-10-67	1-10-71
Bukata, Dr. R.	Assistant Professor	12-9-68	12-9-70
Dziewonski, Dr. A.	Assistant Professor	6-1-69	6-1-70
*Eden, Dr. D. D.	Adjunct Professor	8-1-67	9-1-69
*Einspruch, Dr. N. C.	Adjunct Professor	8-1-67	9-1-69
Halpern, Dr. M.	Assistant Professor	4-1-67	4-1-70
? Herrin, Dr. E. T.	Adjunct Professor	9-1-67	--
Hodges, Dr. R.	Assistant Professor	3-1-67	2-1-71
Hurt, Dr. W.	Assistant Professor	1-1-66	1-1-71
Manton, Dr. W.	Assistant Professor	8-1-67	8-1-70
? Minton, Dr. P. H.	Adjunct Professor	9-1-64	-- (inactive)
Mitterer, Dr. R.	Assistant Professor	9-1-67	9-1-70
Mueller, Dr. K.	Assistant Professor	11-11-68	11-11-70
Palmeira, Dr. R.	Assistant Professor	5-18-66	5-18-71
Patrick, Dr. M.	Assistant Professor	1-1-68	11-3-70
Porath, Dr. H.	Assistant Professor	3-1-69	3-1-70
Presnall, Dr. D.	Assistant Professor	4-1-67	4-30-71
Riley, Dr. G.	Assistant Professor	4-1-67	4-1-71
*Sybert, Dr. J. R.	Adjunct Professor	8-1-67	9-1-69
? Tinsley, Dr. Beatrice	Visiting Scientist	7-8-69	--
Tinsley, Dr. Brian	Assistant Professor	8-1-67	8-1-70
Urban, Dr. J.	Assistant Professor	5-1-68	5-1-70
*Wetsel, Dr. G. C.	Adjunct Professor	8-1-67	9-1-69
Witonsky, Dr. P.	Assistant Professor	5-1-67	5-1-71

*One year's extension approvals now being processed.

PENDING S. C. A. S. TERM APPOINTMENTS

<u>Name</u>	<u>Job Title</u>	<u>Appt. Begin. Date</u>	<u>Appt. End. Date</u>
*Christensen, A. B.	Research Associate	8-27-69	8-27-71
? Cleary, Dr. J. R.	Visiting Professor	10-1-69	5-31-70
*Cram. L. S.	Research Associate	9-1-69	9-1-71
? Jacobs, Dr. K. G.	Research Associate	Pending	1 year ?
*Lakhchaura, B. D.	Research Associate	8-15-69	8-15-70
#Mizobuchi, Dr. K.	Research Associate	1-1-68	1-1-71
? Mueller, Dr. S.	Visiting Professor	10-1-69	3-31-70
*Smarda, Dr. J.	Research Associate	7-1-70	7-1-72

*Acceptance of offer still pending.

#Currently on Leave of Absence.

Barman

THOMPSON, KNIGHT, SIMMONS & BULLION
ATTORNEYS AND COUNSELORS
REPUBLIC NATIONAL BANK BUILDING
DALLAS, TEXAS 75201

July 23, 1969

TELEPHONE
AREA CODE 214
741-4721
CABLE TOMTEX

Mr. W. R. Long
Attorney
University of Texas
P. O. Box 7727
Austin, Texas 78712

Dear Mr. Long:

Herewith I submit for your approval a draft of the proposed Agreement between the Board of Regents of The University of Texas System and Southwest Center for Advanced Studies implementing the establishment of The University of Texas at Dallas and setting out the terms and conditions of the gift, donation and transfers to be made by SCAS to The University of Texas System. With a copy of this letter I am also mailing copies of the proposed Agreement to Mr. Frank C. Erwin and to Dr. LeMaistre.

Ralph Stohl has put the Surveyor to work on the plat and field notes that will enable us to prepare Exhibit "A" to the contract. I understand that he is to have a letter from Dr. LeMaistre describing the additional land that is being requested before the Surveyor's work can be completed. Also, I have ordered Supplemental Abstracts brought down to date and hope that we will have them sometime next week. I understand that in the meantime you are examining the Abstracts in possession of SCAS.

I assume that after you and your principals have examined the enclosed Agreement we will have a meeting in Dallas or Austin to discuss any required changes.

Ralph Stohl handed me a copy of resolutions that you intend to have enacted at the next meeting of the Board of Regents scheduled for August 1. I would like to have some language added to your resolution expressly dealing with this Agreement and completion of sponsored research contracts and grants, and accordingly on the enclosed copy of the resolution you submitted I have added such language which I trust will be substantially satisfactory to you and the Board.

Best wishes.

Sincerely,

Sol Goodell

SG:djm
Encl.

cc: Hon. Frank C. Erwin, Jr.
Austin, Texas

Dr. C. A. LeMaistre
Austin, Texas

B/cc:

Mr. J. E. Jonsson

Mr. Ralph Stohl ✓

Miss Nelle Johnston

Bob Long call 7/23/69

RNS told Long that we have been working on rewording the contract, and Sol Goodell is placing copy in mail today with copy to Mickey LeMaistre and Frank Erwin. Long said he was coming via TI flight to Dallas with Shelton to see A. W. Walker. He will come by the Center during the afternoon. Walker's # is 742-8451

Long concluded his conference with Walker, but he Walker and Halfish(?) are lunching and then he will come to Center. RNS had meeting with Goodell and Lipscomb but urged Long to come to Center and talk with Robottom re land reconfiguration. RNS said it appears UT was going to top of Walton property, but that Center figuring did not go that far North.

July 17, 1969

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

Dear Sol:

Enclosed is a "staff draft" of a resolution which will be presented to the University of Texas Board of Regents for approval at its August 1, 1969 meeting.

We probably should present a similar resolution to the SCAS Board at its next meeting with wording changed from "accept" to "offer." Some of the resolutions concerning the SCAS/UT negotiations, which I left with you last Thursday, generally cover the situation, but I think a new resolution is in order, particularly since we will ask our Board to approve the contract between the two institutions.

Sincerely,

R. N. Stohl
Vice President

Enclosure (1)
RNS/cb

cc 75 J.

U. T. DALLAS: AUTHORIZATION TO ACCEPT THE GIFT OF THE BOARD OF GOVERNORS OF THE SOUTHWEST CENTER FOR ADVANCED STUDIES FOR THE ESTABLISHMENT OF THE UNIVERSITY OF TEXAS AT DALLAS.-- With respect to the establishment of The University of Texas at Dallas, it is recommended that the following resolution be adopted:

RESOLUTION

WHEREAS, pursuant to the provisions of House Bill No. 303 enacted by the 61st Legislature, Regular Session, The Board of Regents of The University of Texas System is authorized and directed to establish and maintain a general academic institution to be known as The University of Texas at Dallas as a state-supported institution of higher education at a site to be selected in Dallas County, Texas, or any county adjacent thereto and to accept donations and gifts of real estate, buildings, libraries, laboratories, apparatus, equipment, records or money for the use and benefit of such institution; and

WHEREAS, the Board of Governors of the Southwest Center for Advanced Studies, a Texas nonprofit corporation, has offered to donate to the Board of Regents of The University of Texas System for the purpose of establishing The University of Texas at Dallas, a site of not less than 250 acres located in Dallas and Collin Counties, Texas, together with the present buildings, facilities and equipment located thereon and to transfer to the Board of Regents of The University of Texas System all of the sponsored research and contract grants of the Southwest Center for Advanced Studies existing as of September 1, 1969.

WHEREAS, it is the desire of the Board of Regents of The University of Texas System to accept such gift, donation and transfer from the Board of Governors of the Southwest Center for Advanced Studies and to take all essential steps to insure effective and immediate transfer thereof to The University of Texas System:

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents of The University of Texas System that the gift, donation, and transfer of the Board of Governors of the Southwest Center for Advanced Studies be and is hereby accepted, and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Regents, the Chancellor and the Deputy Chancellor are each hereby authorized to execute any and all instruments and to do any and all necessary acts for and on behalf of the Board of Regents of The University of Texas System to effectuate an orderly transfer of such gift, donation and transfer from the Board of Governors of the Southwest Center for Advanced Studies to The University of Texas System in furtherance of the establishment of The University of Texas at Dallas.

MEMORANDUM

July 11, 1969

To: Frank Johnson
Gifford Johnson

Attached is the first cut at the basic agreement implementing the establishment of The University of Texas at Dallas. Sol and I would appreciate your comments as soon as possible so that we will all be agreed on what we present to the UT System officials for their consideration.

Ralph N. Stohl

RNS/cb

COPY

THOMPSON, KNIGHT, SIMMONS, & B. ION
REPUBLIC NATIONAL BANK BUILDING
DALLAS, TEXAS

July 10, 1969

Mr. J. E. Jonsson,
c/o Dr. K. A. Jonsson,
Meeks Bay, California. 95723

Our File 029905

Dear Erik:

Supplementing my letter of even date, and pertaining to the subject of the donated properties reverting in the event U T System shall in the future fail to use them in the operation of U T Dallas:

It is possible, I believe, to make a donation of lands for a specific purpose, and if this is done the donated lands will not become a part of the permanent university fund and therefore will not be tied up permanently so that only the income from such lands may be used for construction and the operation of the school.

I don't know if it is justified or worthwhile - I am only suggesting the thought that if the proposed grant of lands by SCAS, particularly any lands in excess of those that may be needed for current or expanded campus, are granted for the specific purposes of being used for U T Dallas campus with proceeds of any sold land being used for construction, operation and maintenance of U T Dallas, we are getting some assurance that U T Dallas will be maintained in the present location and we are also assisting in getting funds for construction of buildings and maintenance and operation of U T Dallas.

It may be too late for the Agreement to so provide - I am merely adding these comments because they occurred to me and I do not know how they fit in your thinking.

Sincerely,

SG/RF

cc-Miss Nelle C. Johnston

Original Signed by
Sol Goodell

bcc-Mr. Ralph N. Stohl ✓

Cc: Frank Johnston
DK Johnson
Raf. Long

Conference Call RNS/ Goodell ----- July 9, 1969

RNS had been thinking of things that probably have to go in the contract:

(1) In TAGER, handle the right of way in the deed? Goodell said yes, I have been thinking that through and I intend to say that we will on closing date give them deed conveying real estate described in exhibit ____, subject to easements etc. also described in exhibit _____ but including building appurtenances therein. We wait until we do the schedule and throw all of this in the exhibit.

(2) RNS: We are permitting TAGER to tap off SCAS' water and electricity. They are metered but they pay SCAS a prorata. It seems to me that we should mention that. Goodell said "let me make a note. Contract for TAGER and EEF to take water, electricity and gas. There is no gas at the moment, but it should be included in the contract. Goodell said that will be one of the things I will tie in.

(3) The job of novating contracts and grants. Goodell said "transfer or novate with approval? Have you talked to the people involved. I have been assuming that they will be transferred with approval. That will have to be one of the conditions. RNS said the government forms provide for that. We have to go in on each of our contracts and proposals. On all real estate and other things we will transfer to EEF, but can we make the government contracts directly to UT, bypassing EEF? Goodell said "for you this is only a name change. I don't think we are going to make the real estate from EEF. Let me give you an idea of what I am doing, and I think I will send you a piece of what I have finished. We start out with some representations: We start with some recitals about what SCAS is doing; statement of principles, HB 303, then SCAS making representations about power and authority to do all things they are doing. Confirmation will not result in any breach but we have to get consents from lessors, owners of property and parties sponsoring research contracts and grants, and on closing date you will have legitimate title to property; you are not in default under any contract or grant; execution of deeds have been authorized by Board of Governors, you are not now nor will you be a party to any lease or contract for use of government-owned property except those listed in 1 and 2. #1 will be a schedule of personal property leases, and #2 government owned property. SCAS is not and won't be recipient of any research contract and grant except those described; and no non-sponsored research projects except those scheduled. You will not be a party to any contract of employment except those described in Schedule 5 (include those not terminated by closing date). You are not now and won't be a party to other agreements or arrangements with area universities than those listed (mention SMU, TAGER, etc. and put on schedule). RNS said he certainly wanted this put in the contract, saying there should be some kind of agreement that they will assume this obligation. If we went into another formal contract like SMU on Geophysics that probably would have to be approved by UTS, but we have arrangements for individuals teaching in cooperation with other universities, and Ransom has indicated we should do anything we can to further this teaching arrangement. I would like to hold him to it.

Goodell said there are then the covenants to UTS - such as legal power to perform; legal power and corporate authority to own property; execution and delivery of agreement; performance of obligations have been approved by UT Regents.

Then there is Article 3 - agreements of SCAS to be offered before closing date; schedule 1 describes miscellaneous personal property, etc; 2 is a schedule of government owned property describing loaned or leased property, which will be two schedules - as of 7/1 and 9/1.

In executing the grants, RNS said there is a big problem from the accounting standpoint. An audit cannot start until after 8/31, so why don't we have a hold harmless clause for UT. We cut this off, pro rate various contracts and grants, and after that you have certain audits, and renegotiations, etc. Goodell wondered if this was something we should do voluntarily. RNS said yes they would want this. Goodell said this is a matter of negotiation - if we go on the theory that there is negotiation. He said he would explain why he tried to do it on an estimated basis. If we do an audit three or four months later and it turns out you shorted UT, you will have to pay them money. If it were reverse you might have a problem collecting. Do you think they would pay you? RNS said from Federal contracts and grants standpoint they would have no alternative. RNS said "I thought just before closing and then just after closing, but we can talk about that."

Goodell said he would continue thinking of things we will do before closing. He did not know if they want to close here or in Austin on 9/1 or 9/2, but at that time you would give them deeds, contracts, and settle with them. The conditions, and one would be getting consents, opinions of their attorneys, our opinion about everything being duly authorized, continuing agreements to remain in effect, miscellaneous, like each party paying their own expenses, question on grants being short or over. I want to add a provision to follow the Texas statute - a partial liquidation of SCAS to a corporation that is engaged in similar activities so that we are following the Texas law in giving away some of our property. I will send you tonight a copy of this document, and no one else.

RNS said he talked to Bob Long on another matter about the land, and Long advised there is a meeting tomorrow to make a decision on the land. Goodell said as soon as we get land settled we want to get abstracts going.

RNS said that Long said they are presenting on 8/1 a resolution to request authority to act on this deal. We also have a similar resolution that I will send you. Goodell said "you will get another one before 9/1." Goodell indicated if he has a contract ready he would like to get it approved. He said he mentioned the statement of principles of 8/21/68, a letter of 3/7/69 and a letter of 6/26/69, all of which will be incorporated into the contract.

RNS mentioned that Goodell had indicated some reluctance on EJ to act on EEF because of the lack of a tax ruling, and mentioned that Buford Berry had talked to IRS on June 11. He wondered if we might call on the ruling. Goodell said he would call Mike and have him talk to Waddy and see what they decide to do.

RNS said one of our big problems is not getting EJ to sit down on EEF. We have all these problems which means that EEF must start in business on 9/1 or 9/2, and we are running out of time. We have got to decide if EEF staff is going to be a little clerk or a major staff. And have you heard on Goals for Dallas. Goodell said there was some conversation going on with UT about them sponsoring it, but he would not trust it with UT because they have to consider the whole State and not just Dallas. He has been thinking that at his own expense he should go out to Tahoe, one reason being that EJ had mentioned this. He feels it is possible we could solve a lot of things, and he would like to keep it in mind. RNS said he would be glad to go and the Center would pick up Goodell's tab. When the agreement is written and he submits copies for comment and approval he might run out with RNS to sit down. He would suggest not pushing EEF now. If we get the contract in shape and have the ruling, then maybe if he has got time, it seems to me we can find out the answers to EEF, Goals for Dallas, etc.

RNS mentioned the Board meeting on 7/22, and that might be the time to present the draft. He also mentioned that Bob Long might come up on Friday, and Goodell urged that he keep him away, because if he comes around he might be forced to show him something before we can go over it ourselves. Friday will be too early to have anything to discuss. RNS said he thought we could work with him informally, but Goodell insisted he would rather not see him because we might hurt ourselves if he gave it to him prematurely, our Board said no, and then we would lose some ground. I would like to have it gone over by all of you and then give it to him before I talk to him.

Goodell said if something came in on Long's resolution outline to send it down to him.