

TEXAS TECH UNIVERSITY

LUBBOCK, TEXAS

MINUTES OF BOARD OF REGENTS MEETINGS

1990 - 1991

VOLUME I

MINUTES OF  
BOARD OF REGENTS MEETING  
March 15, 1991

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Minutes

Board of Regents  
March 15, 1991

M64. The Board of Regents of Texas Tech University met in regular session on Friday, March 15, 1991, at 9:00 a.m. in the Board suite on campus. Regents present were Mr. Alan B. White, Chairman, Mr. Rex Fuller, Vice Chairman, Gen. Richard E. Cavazos, Mr. Carey Hobbs and Mr. J. L. "Rocky" Johnson. Regents absent were Mr. J. Fred Bucy, Mr. J. L. Gulley, Jr., Mr. Wendell Mayes, Jr. and Dr. Wm. Gordon McGee. Chairman White introduced Mrs. Patsy Woods Martin as a newly appointed member of the Board but stated that due to the fact the Senate had not yet confirmed her appointment, she would be an observer today. Officials and staff present were: Dr. Robert W. Lawless, President, Mr. Clyde J. Morganti, Executive Assistant to the President, Office of the President; Dr. Donald R. Haragan, Executive Vice President and Provost, Dr. Jerry Ramsey, Associate Vice President for Operations, Dr. C. Len Ainsworth, Vice Provost for Academic Affairs, Dr. Thomas G. Newman, Associate Vice President for Computing and Information Technologies, Dr. Monty E. Davenport, Associate Vice President for Plant Services, Dr. Virginia Sowell, Associate Vice President for Academic Support Services, Office of the Executive Vice President and Provost; Mr. Pat Campbell, Vice President and General Counsel, Mr. William G. Wehner, Vice President for Institutional Advancement, Mrs. Karen Wilson Selim, Assistant Vice President, Office of Development; Mr. Don Cosby, Vice President for Fiscal Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. Robert Sweazy, Vice Provost for Research Services; Mr. Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller; Mr. Larry Tanner, Director, Facility Planning and Construction; Dr. Margaret Simon, Director, Mr. Artie Limmer, Assistant Director and Manager Photographic Bureau, University News and Publications; Ms. Sherry Herzog, Interim Director, Internal Audit; Dr. E. Dale Cluff, Director of Libraries; Dr. Gene W. Medley, Director of Admissions and Records; Ms. Judith Henry, Dean of Students; Dr. Sam Curl, Dean, College of Agricultural Sciences; Dr. J. R. Goodin, Dean, College of Arts and Sciences; Dr. Elizabeth G. Haley, Dean, College of Home Economics; Dr. Warren K. Wray, Chairperson, Dr. Kishor Mehta, Professor, Department of Civil Engineering; Dr. Ronald M. Anderson, Chairman, Dr. Clyde F. Martin, Distinguished Professor, Department of Mathematics; and Mrs. Freda Pierce, Secretary of the Board. Texas Tech University Health Sciences Center: Bernhard T. Mittemeyer, M.D., Executive Vice President and Provost, Mr. Jim Lewis, Executive Assistant to the Executive Vice President and Provost, Office of the Executive Vice President and Provost; Mr. Elmo Cavin, Vice President for Fiscal Affairs; Dr. Kenneth Barker, Vice President for Research and Academic Support; Mr. Eric Williams, Assistant Vice President for Physical Plant and Support Services; and Mr. Dudley McCauley, Assistant Dean for Finance and Administration, Texas Tech Regional Academic Health Center, Amarillo.

Others present were: Mrs. Robert W. Lawless; Mr. James Brink, President, Faculty Senate; Mr. Jim Barlow, Lubbock Avalanche-Journal; Ms. Laura O'Quinn, University Daily; and Ms. Laura Merrill, KCBD-TV.

M65. Chairman White called the meeting to order. Upon motion made by Mr. Fuller, seconded by Gen. Cavazos, the Minutes of the meeting of January 19, 1991, were approved.

M66. President Lawless gave the report as attached; Attachment No. M1. Mr. White responded by expressing thanks to Dr. Lawless, and said he endorsed his statement in that we do need to continue to work with our legislators in our local communities; it is a never ending battle. On the development side, each of us must play a role to move this university forward and raise all of the funds we can.

M67. Mr. White reported for the Academic, Student and Administrative Affairs Committee. The following nine items (M68 through M76) constitute action taken upon committee recommendation.

M68. Upon motion made by Mr. White, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents grants tenure to the faculty of Texas Tech University whose names appear on the attached list, effective this date; Attachment No. M2.

M69. Upon motion made by Mr. White, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents approves the changes in academic rank as indicated on the attached roster, effective September 1, 1991; Attachment No. M3.

M70. Upon motion made by Mr. White, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves appointments with tenure for the individuals on the attached list; Attachment No. M4.

M71. Upon motion made by Mr. White, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents designates the individuals named on the attached list as Horn Professors, effective March 15, 1991; Attachment No. M5.

M72. Upon motion made by Mr. White, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents confers emeritus status upon the individuals listed on the attached sheet; Attachment No. M6.

M73. Upon motion made by Mr. White, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the attached guidelines for a Cooperative Doctoral Program in Biological Sciences; Attachment No. M7.

M74. Upon motion made by Mr. White, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents authorizes the President to sign the attached AT&T College and University Systems Service Agreement; Attachment No. M8.

M75. Upon motion made by Mr. White, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents authorizes the President to sign the attached contracts related to automation of the University Library as follow:

- 1) License Agreement with Data Research Associates, Inc;
  - 2) Agreement for Software Support, Maintenance and Update Service with Data Research Associates, Inc.;
  - 3) Source Code/Run-Time Library Use License Agreement with Data Research Associates, Inc.; and
  - 4) Software License Agreement with Pioneer Software, Inc.;
- Attachment No. M9.

M76. Upon motion made by Mr. White, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions as follow: (a) Leaves of Absence, Attachment No. M10; (b) Establishment of the Center for Applied Petrophysical Studies; (c) Faculty Development Leaves, Attachment No. M11; (d) Conferral of degrees for the May 11, 1991, Commencement. Mr. White also announced that the Small Class Report and Faculty Workload data are in the Office of the Secretary.

M77. Gen. Cavazos reported for the Finance Committee. The following six items (M78 through M83) constitute action taken upon committee recommendation.

M78. Upon motion made by Gen. Cavazos, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the attached budget adjustments for the period December 1, 1990, to January 31, 1991; Attachment No. M12.

M79. Upon motion made by Gen. Cavazos, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves the attached holiday schedule for the 1991-92 fiscal year; Attachment No. M13.

M80. Upon motion made by Gen. Cavazos, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents authorizes the President to approve the assessment and collection of tuition at a rate not to exceed \$20 per semester credit hour, in addition to the minimum authorized by statute, from students enrolled in graduate program courses.

M81. Upon motion made by Gen. Cavazos, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves the transfer of ownership of the university's interest in the Castro County farm gas line and granting of an easement to Energas Company, Amarillo, Texas to maintain and operate the gas line and authorizes the Chairman of the Board of Regents to sign the required documents.

M82. Upon motion made by Gen. Cavazos, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents delegates to the President of the University the authority to enter into leases for oil and gas, sulphur, ore, water, and other mineral resource development owned or controlled by the University. This authority shall include the ability to make and enter into pooling agreements, execute division orders, and enter into all other contractual obligations necessary in the management and development of University owned or controlled mineral resources. The President shall inform the Board at its next

regularly scheduled meeting of any action taken under this delegation of authority.

M83. Upon motion made by Gen. Cavazos, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions as follow: (a) to approve official travel reimbursements, Attachment No. M14; (b) For approval and payment of accounts, Attachment No. M15.

M84. Mr. Johnson reported for the Campus and Building Committee. The following eight items (M85 through M92) constitute action taken upon committee recommendation.

M85. Upon motion made by Mr. Johnson, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents authorizes the President to appoint the firm of Joe D. McKay, Architects, as project architect, approves the schematic design and authorizes the President to proceed with contract documents and the receipt of bids for the Double-T Shop. BE IT FURTHER RESOLVED, that the project budget is established at \$150,000.

M86. Upon motion made by Mr. Johnson, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves the schematic design, authorizes the President to proceed with contract documents and the receipt of bids, and authorizes the President to award a construction contract, with concurrence of the Chairman of the Board and the Chairman of the Campus and Building Committee, for the installation of softball field lighting.

M87. Upon motion made by Mr. Johnson, seconded by Mr. Fuller, the following was approved: RESOLVED, that the bid of Knox, Gailey & Meador, Inc., in the amount of \$207,219 is accepted for the renovation of the serving lines and handicapped access for the Wall/Gates Halls dining room and the President is authorized to execute a contract.

M88. Upon motion made by Mr. Johnson, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the agreement with Cox Cable Lubbock, Inc., is approved and the President is authorized to execute a contract for installation of cable television service to the residence halls.

M89. Upon motion made by Mr. Johnson, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves the 1991-92 Traffic and Parking Regulations; Attachment No. M16.

M90. Upon motion made by Mr. Johnson, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents approves the schematic design and authorizes the President to proceed with contract documents and the receipt of bids for the Wall/Gates and Hulen/Clement Halls parking lot expansion. BE IT FURTHER RESOLVED, that the project budget is established at \$300,000.

M91. Upon motion made by Mr. Johnson, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents approves the schematic design and authorizes the President to proceed with contract documents and the receipt of bids for Phase II of the renovation and addition to the Physical Plant.

M92. Upon motion made by Mr. Johnson, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions to record October 31, 1990, as the completion date for the Pantex rifle range.

M93. Mr. Johnson reported for the Development and Public Affairs Committee. The two following items (M94 and M95) constitute action taken upon committee recommendation.

M94. Upon motion made by Mr. Johnson, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the gift of two 32 channel logic analyzers with two channel digital oscilloscopes and seven MHZ digitizing oscilloscopes made to Texas Tech University for the College of Engineering by Hewlett Packard of Palo Alto, California, be accepted by the Texas Tech University Board of Regents.

M95. Mr. Johnson reported that the total gift and grant figure through March 8 is \$3,933,185. He further explained that total gifts through March 8 for the Health Sciences Center and its foundation and Texas Tech University foundation are \$5,143,959, which is approximately 42% of the 1990-91 fiscal year goal of \$12,200,000.

M96. Mr. Fuller reported for the Committee of the Whole. Upon motion made by Mr. Fuller, seconded by Gen. Cavazos, the following was unanimously approved: RESOLVED, that the Board of Regents approves the attached proposed revision of Board Policy 01.01, Rules and Regulations of the Board; Attachment No. M17.

M97. Dr. Haragan reported as the Executive Vice President and Provost; Attachment No. M18.

M98. Mr. White stated that he wanted to compliment T. Jones in the handling of a difficult situation, and that Gerald Myers handled it with class and dignity. Mr. Hobbs read the attached Resolution honoring Mr. Myers, and moved the approval, which was seconded by Gen. Cavazos, and it was unanimously approved; Attachment No. M19.

M99. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

Attachments (March 15, 1991)

- M 1. President's Report; Item M66.
- M 2. Tenure Granted to Listed Faculty; Item M68.
- M 3. Changes in Academic Rank; Item M69.
- M 4. Tenure Granted to Appointed Faculty; Item M70.
- M 5. Horn Professors Named; Item M71.
- M 6. Conferral of Emeritus Status; Item M72.
- M 7. Guidelines for Cooperative Doctoral Program in Biological Sciences; Item M73.
- M 8. AT&T College and University Systems Service Agreement; Item M74.
- M 9. Library Automation Software Package; Item M75.
- M10. Leaves of Absence; Item M76.
- M11. Faculty Development Leaves; Item M76.
- M12. Budget Adjustments for December 1, 1990, to January 31, 1991; Item M78.
- M13. Holiday Schedule for 1991-92; Item M79.
- M14. Delegation of Authority for Official Travel Reimbursements; Item M83.
- M15. Delegation of Authority for Approval and Payment of Accounts; Item M83.
- M16. Traffic and Parking Regulations; Item M89.
- M17. Revised Board Policy 01.01, Rules and Regulations; Item M96.
- M18. Provost's Report; Item M97.
- M19. Resolution Honoring Gerald Myers; Item M98.

I, Freda Pierce, the duly appointed and qualified Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of Texas Tech University Board of Regents meeting on March 15, 1991.

(Mrs.) Freda Pierce, Secretary

SEAL

March 15, 1991

## PRESIDENT'S REPORT

Thank you Mr. Chairman. I appreciate the opportunity to give the board a brief report this morning. It will come as no surprise that I will focus today on the topic that normally occupies a major portion of my time but unusually so in the Spring of odd number years, the raising of funds and our legislative appropriations request. We are currently making budget reductions of \$1.4 million at the University and \$700,000 at the Health Sciences Center to comply with Senate Bill 111. Budget reductions are being finalized in all areas of both institutions and the Provosts may wish to discuss the specifics of each campus' reductions.

In addition to these reductions in current year FY 91 funding we are in the middle of the process of presenting our appropriations request to the legislature. We appeared before the House Appropriations Committee and the Budget and Oversight Committee of the Higher Education Committee on January 24 and we expect to appear before the Senate Finance Committee later this month or in early April. Although we will have completed our legislative hearings by this time next month we do not expect to have an appropriation until late this summer.

In addition to the budgetary reduction of Senate Bill 111, the bill also called for performance audits of all state agencies and institutions with a deadline for completion of July 1, 1991. Governor Richards has appointed a committee chaired by John Connally to study possible revenue opportunities in the state with the completion deadline also being July 1, 1991. It appears that the Governor will call a special session in July after she has the results of the audits and the Connally committee. This special session could have the single topic of the appropriations for the next year. Thus we must continue our strong efforts in support of full formula funding in a sustained fashion for the next five to six months.

In addition to the efforts to secure adequate state funding we are mounting new efforts to increase external funding to the University and the Health Sciences Center. You approved at your last meeting the formation of a President's Development Council for the purpose of soliciting gifts of \$100,000 or more. The central Texas section met last Friday at DFW and established a working framework for carrying out the objectives of the council.

Complementing the major gift effort is the activity of a committee of the President's Council who have accepted the goal of our having 250 presidential endowed scholarships by February 1992. This group is chaired by J. C. Chambers and is optimistic about achieving their objective. We now have ninety scholarships so they only have 160 to go.

The point of all these efforts is that we must increase the resources available to Texas Tech University and Texas Tech University Health Sciences Center in order to make both institutions the institutions we all want them to be. With your continued support and leadership, we will attain our goal.



COLLEGE OF EDUCATION

Department of Educational Psychology and Leadership

Loretta J. Bradley Assoc. Prof.

COLLEGE OF ENGINEERING

Department of Agricultural Engineering

Clifford B. Fedler Assoc. Prof.

Department of Civil Engineering

Kenneth A. Rainwater Assist. Prof.\*

Department of Electrical Engineering

Micheal E. Parten Assoc. Prof.

Department of Mechanical Engineering

Ming C. Chyu Assoc. Prof.

COLLEGE OF HOME ECONOMICS

Department of Home Economics Education

Betty L. Stout Assist. Prof.\*

SCHOOL OF LAW

Brian David Shannon Assist. Prof.\*

\* Also Promotion

Changes in Academic Rank

<u>Name</u>	<u>Current Rank</u>	<u>Proposed Rank</u>
COLLEGE OF AGRICULTURAL SCIENCES		
<u>Department of Agronomy, Horticulture and Entomology</u>		
Ellen B. Peffley	Asst. Prof.	Assoc. Prof.*
Richard E. Zartman	Assoc. Prof.	Professor
<u>Department of Range and Wildlife Management</u>		
Stephen Demarais	Asst. Prof.	Assoc. Prof.*
COLLEGE OF ARCHITECTURE		
Joseph L. Aranha	Asst. Prof.	Assoc. Prof.
COLLEGE OF ARTS AND SCIENCES		
<u>Department of Art</u>		
Sara Waters	Assoc. Prof.	Professor
<u>Department of Biological Sciences</u>		
Llewellyn D. Densmore	Asst. Prof.	Assoc. Prof.*
Candace H. Hagler	Asst. Prof.	Assoc. Prof.*
Caryl E. Heintz	Assoc. Prof.	Professor
Randall M. Jeter	Asst. Prof.	Assoc. Prof.*
<u>Department of English</u>		
James S. Whitlark	Assoc. Prof.	Professor
<u>Department of Germanic and Slavic Languages</u>		
Peter I. Barta	Asst. Prof.	Assoc. Prof.*
<u>Department of Geosciences</u>		
Thomas M. Lehman	Asst. Prof.	Assoc. Prof.*
<u>Department of History</u>		
Dan L. Flores	Assoc. Prof.	Professor
M. Catherine Miller	Asst. Prof.	Assoc. Prof.*
Ronald Rainger	Asst. Prof.	Assoc. Prof.*

\*Also Tenure



Tenure with Appointment

Dr. C. Dwayne Dowell

Professor of Accounting

Dr. Ronald Pigott

Professor of Technology

Board Minutes  
March 15, 1991  
Attachment No. M5  
Item M71

Faculty Designated as Horn Professor

Dr. Clyde F. Martin

Department of Mathematics

Dr. Kishor C. Mehta

Department of Civil Engineering

Emeritus Appointments  
1991

Richard Fleming Barton	Professor of Management (24 years)
Harold Marion Bateman	Professor of Law (18 years)
Gerard Joseph Bensberg	Professor of Education (18 years)
Lowell L. Blaisdell	Professor of History (33 years)
Francis Eldon Bloomer	Associate Professor of Education (19 years)
Floyd Eugene Eddleman	Professor of English (32 years)
Martin Theodore Kyre, Jr.	Associate Professor of Political Science (28 years)
Shamus Mehaffie	Professor of Education (19 years)
Robert Wetsel Mitchell	Professor of Biological Sciences (26 years)
Joseph Bland Bob Ray	Professor of Psychology (27 years)
Lavern Anthony Reis	Associate Professor of Mechanical Engineering (34 years)
Elbert Brunner Reynolds, Jr.	Associate Professor of Technology and Mechanical Engineering (24 years)
Dayton Young Roberts	Professor of Education (17 years)
Larry Spurgeon Roberts	Professor of Biological Sciences (11 years)
Robert Alan Rooker	Associate Professor of Mass Communications (27 years)
Billy Joe Sandlin	Associate Professor of Physics (35 years)

Elizabeth Skidmore Sasser

Professor of Architecture  
(41 years)

Leonard Harold Weiner

Associate Professor of Computer  
Science (14 years)

Margaret Eileen Wilson

Professor of Health, Physical  
Education, Recreation and Dance  
(25 years)

John Wittman

Professor of Economics  
(30 years)

**PROPOSED GUIDELINES FOR A COOPERATIVE DOCTORAL PROGRAM  
IN BIOLOGICAL SCIENCES**

Doctoral Degree Granting Institution (DG): Texas Tech University

Cooperating Institution (CI): Southwest Texas State University

The above institutions propose to initiate a collaborative agreement that will result in the awarding of the Doctoral degree in Biology. Faculty strengths and diversity currently contained in the biology departments at TTU and SWTSU promise to make such a degree unique, beneficial, and cost effective to the state of Texas.

The specific conditions pertaining to the collaborative agreement are as follows:

1. The agreement must be approved by the departmental graduate faculties, graduate deans, central administrations, regents of both the DGI and the CI, and by the Texas Higher Education Coordinating Board.
2. Biology faculty at the CI must be approved as Adjunct Graduate Faculty by the Department of Biological Sciences and the Graduate Council at the DGI before participating in the program.
3. All students participating in the collaborative agreement must be approved for admission to the Ph.D. program in Biology following normal admission procedures at the DGI.
4. A one year residency requirement at the DGI must be satisfied. This residency is normally satisfied by the completion of a full schedule (at least 12 semester hours) of graduate work in each of two consecutive semesters. Students holding half-time graduate assistantships may satisfy this requirement by nine hours of work in each of the long terms and 6 hours in the summer.
5. The Ph.D. degree will be awarded by the DGI.
6. Doctoral committees will consist of both DGI and CI faculty. There will be co-chairs, one from each university. Normally, a majority of the members of each dissertation committee will be DGI faculty. In certain instances, the committee structure may dictate otherwise. All dissertation committees are to be approved by the Chairpersons of the participating departments and by the respective Deans of the Graduate Schools at the DGI and CI.

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7. The doctoral program for each student participating in the collaborative agreement must be agreed to by the Chairperson and Graduate Advisor of Biological Sciences at the DGI and the CI. The Graduate School of the DGI will accept a degree program upon its compliance with Graduate School requirements. Course content of each degree program, established by the student's dissertation committee, must be approved by the departmental Graduate Coordinator at both institutions.
8. A preliminary examination will be administered to all students in the cooperative program within one year of acceptance. The preliminary examination will be used by the student's committee as a basis for formal course work recommendations. The procedures for the qualifying exam, consisting of a written portion followed by an oral examination, will be agreed to in writing and can be administered at either the DGI or the CI or at an agreed alternate site. Once the student has passed the qualifying examination, he or she will be admitted to candidacy for the doctorate by the Graduate School of the DGI.
9. The Final Examination (Dissertation Defense) will be conducted at the DGI in the Biological Sciences building or at an alternate site at the DGI as approved by the Chairpersons of the participating departments. The appropriate number of official copies of the dissertation will be distributed to the DGI and the CI.
10. All degree-related examinations (Preliminary, Qualifying--written and oral, and Dissertation Defense) are to be completed in a timely manner as outlined in the DGI's Departmental Guidelines for the Ph.D. Students and the DGI's Graduate School Catalog.
11. Credit hours taken by the student will accrue to the University program in which the hours are taken.
12. Students may enroll in graduate courses for completion of their degree requirements at either the DGI or the CI. These courses, however, must be taught by members of the Graduate Faculty of the DGI or Adjunct Graduate Faculty of the CI unless approved in advance by the Graduate School of the DGI.

13. Financial support for each student will be arranged between the two departments. The Department of Biological Sciences at the DGI will make every effort to assign teaching assistantships to students from the CI during their year of residency. Students accepted to the Ph.D. program at the DGI will have priority for teaching assistantship appointments.
14. The Graduate Faculty from the CI will be encouraged to offer graduate courses at the TTU Junction Campus.
15. Cooperative programs may be terminated by the DGI, the CI, or the Coordinating Board, with due regard for any students previously accepted into the program.
16. In summary, the DGI has full responsibility for maintaining the quality of the program, including but not limited to the admission and advisement of students, selecting CI courses to be used in the program, assuring adequate library resources and equipment, selecting CI faculty to deliver instruction, monitoring internships, and supervising student research.
17. The results obtained from the cooperative program will be used in the overall evaluation of the program and through the successful implementation of the program provide the DGI and the CI an opportunity to expand the cooperative agreement.

AT&T COLLEGE & UNIVERSITY SYSTEMS  
SERVICE AGREEMENT

Effective Date: ( \_\_\_\_\_, 19\_\_ )

TEXAS TECH UNIVERSITY  
Lubbock, Texas 79409

AT&T Communications, Inc. and University hereby agree that AT&T shall provide to the University, during the term of this Agreement, the long distance telephone management and billing services set forth in Attachment A to this Agreement, subject to the following terms and conditions:

1. Term: This Agreement shall be effective for an initial term of five years from the Effective Date set forth above, and shall continue thereafter from year to year, unless terminated by either party providing written notice of their intent to the other party at least ninety (90) days prior to the end of the initial term or any renewal term.

2. Equipment: Necessary telephone switching and peripheral equipment shall be provided by the parties as set forth in Attachment B to this Agreement.

3. Student Sign-up: Six weeks prior to the Effective Date, as set forth above, and at the start of each University term, the University shall provide to AT&T a computer tape containing the information and format contained in Attachment C to this Agreement.

4. Telephone Facilities: The University shall be responsible for complying with tariffs and regulations related to its obtaining or use of long distance or local exchange company facilities in order to provide telephone service to student subscribers. The University shall be responsible for the cost of all long distance facilities and all local exchange company facilities used to provide service to students. AT&T shall reimburse the University for these costs as outlined in Section 5 of this Agreement.

The University hereby agrees that it will use AT&T long distance network facilities for the provision of interLATA telephone service to student subscribers.

5. Collection of Student Accounts: AT&T will assume the responsibility for collecting student revenues billed as a result of the services provided under this Agreement for interLATA and, where applicable, intraLATA long distance calling. AT&T will

reimburse the University in an amount equal to the carrier's tariffed monthly usage fees and charges which the University incurs with providing student subscriber use of the system. In return for reimbursing such charges, AT&T shall assume all risks of uncollectables and shall be entitled to all long distance revenues billed to student subscribers. Should excessive levels of bad debt be experienced, which in AT&T's opinion adversely impact AT&T's ability to economically deliver the services described in this Agreement, AT&T shall advise the University. If the University is unable to assist in collections to reduce bad debt to AT&T's satisfaction, AT&T may terminate this Agreement, by providing the University ninety (90) days written notice of its intent to terminate the Agreement.

AT&T will also pay the University a monthly fee in accordance with the following rate schedule:

- If students are billed at direct dialed long distance (DDD), DDD -5%, or DDD -10% rates: 23.0% of net collections.

Net collected revenue is defined: total billed revenue less student uncollectables equals net collected revenue. Upon payment of usage charges and fees, AT&T will possess all right, title and interest in the student accounts and will be entitled to all long distance revenues its collects from student subscribers.

6. Student Rates: The rates to students for University-provided long distance service shall be determined by the University in conjunction with AT&T. Student rates shall initially be set at AT&T Direct Dialed Long Distance (DDD). The University will provide AT&T sixty (60) days' advance notice of any change in student rates. If AT&T reasonably believes that a change in student rates would reduce revenues to an uneconomic level, or adversely impact the continued provision of student services, AT&T shall object to the University in writing. If the University persists in changing rates despite AT&T's objection, AT&T may terminate this Agreement upon thirty (30) days' written notice to the University.

7. Software License: To the extent it is necessary for the University to have access to or possession of AT&T's Polling Software, AT&T hereby grants to the University, during the term of this Agreement, and any renewals hereof, a non-exclusive and non-transferrable license to use such software for the sole purpose of facilitating AT&T's provision of services under this Agreement. The University is prohibited from making copies of the Polling Software except for ordinary and reasonable backup purposes.

8. Confidentiality: To the extent that it does not conflict with the laws and regulations of the State of Texas, the parties shall comply with the confidentiality provisions contained in Attachment D to this Agreement.

9. Default: It shall be a default under this Agreement if: (a) either party materially fails to comply with the terms of this Agreement and such failure to comply continues for a period of thirty (30) days after written notice specifying such failure has been given to the defaulting party; (b) a party commences any proceeding seeking relief from creditors or the reorganization or composition of debts or the liquidation and distribution of assets, including but not limited to, any assignment for the benefit of creditors or the making of a proposal for the composition of debts; or (c) any third party commences a proceeding against either party of the kind and nature described in section (b) above and such proceeding shall not have been dismissed within sixty (60) days of commencement of such proceeding.

If there shall be a default under this Agreement, the nondefaulting party shall have the right to terminate this Agreement immediately. In the event of such termination due to a default by the University, AT&T shall have the right to remove all equipment supplied by it under this Agreement and such fee as shall have been accrued to AT&T through the date of termination shall be immediately due and payable.

If either party commences a judicial proceeding to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its costs in such action, including reasonable attorney's fees.

10. Rights and Duties Upon Termination: In the event of normal termination under Section 1, or if this Agreement is terminated by the University under Section 9, AT&T shall for a period of ninety (90) days after termination: (a) continue to purchase accounts receivable for student subscriber usage prior to the date of termination; (b) continue to generate invoices to student subscribers for usage prior to the date of termination; (c) maintain its automated accounts receivable system; and (d) answer subscriber billing questions.

Nothing herein shall obligate AT&T to provide post-termination service if the University is in default under this Agreement.

11. Uncontrollable Circumstances: If the performance by AT&T of any part of this Agreement is prevented, hindered, delayed or otherwise made impractical by reason of any flood, riot, fire, strike, explosion, power blackout, civil disturbance, labor dispute, war, change in governmental regulation, act of God, or any other cause beyond the control of AT&T, AT&T shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause.

12. Limitation of Liability: Texas Tech University shall assume no risk or financial liability through the provision of services described in this Agreement except for the University's



responsibility to pay for all tariffed services. The University's sole remedy against AT&T for loss or damage caused by any defect or failure in any equipment provided by AT&T under this Agreement, or arising from AT&T's performance or non-performance hereunder, regardless of the form of action, whether in contract, tort, including negligence, strict liability or otherwise, shall be: (a) the University's right to terminate this Agreement as set forth in Section 9; and (b) the lesser of the amount of actual direct damages which are proven.

Neither AT&T nor its affiliates, subsidiaries, parent corporation, or any of its parent's affiliates or subsidiaries shall be liable for any indirect incidental or consequential damages (including lost profits) sustained or incurred in connection with AT&T's performance or non-performance of the services under this Agreement, or the use or operation of the products and services provided hereunder. Nor shall such AT&T entities be liable for damages due to: (a) causes beyond the reasonable control of AT&T, or attributable to any service, product or actions of any person other than AT&T, its employees, subcontractors and agents; (b) the financial performance of any aspect of the University's telecommunications department and/or system.

13. Other Terms and Conditions: This Agreement shall be governed by and construed under the domestic substantive law of the State of Texas.

In the event of the invalidity of any provision of this Agreement, such invalidity shall not affect the validity of the remaining portions of the Agreement, and AT&T and the University agree to substitute for the invalid provision a provision which most closely approximates the economic effect and the intent of the invalid provision.

The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

This Agreement, including the attachments incorporated herein by reference, represents the entire Agreement between the parties and supercedes any prior oral or written Agreements or negotiations between the parties. No amendment, modification or supplement to this Agreement shall be effective unless it is in writing and signed by an authorized representative of each party.

TEXAS TECH UNIVERSITY

AT&T COMMUNICATIONS, INC.

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

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

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

Title: General Manager

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

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



ATTACHMENT A TO  
AT&T COLLEGE & UNIVERSITY SYSTEMS

SERVICES PROVIDED

AT&T will, at no cost or liability to Texas Tech University:

1. Provide the full range of services required to manage and administer a student long distance service including but not limited to:
  - Database management
  - Service registration/promotion
  - Call data processing
  - Processing and delivery of student bills
  - Credit and collections management
  - Customer inquiry services
  - Billing adjustment processing
  - Administration of student authorization codes.
2. Present to Texas Tech University for advice/approval all promotion and registration plans.
3. Pay for and be responsible for all one-time installation costs for the initiation of services under this Agreement.

Texas Tech University will:

1. Provide access to the University Residence Halls mail system for the distribution of monthly invoices and user information as appropriate. A complete list of Residence Halls mailing addresses and sorting requirements shall be provided by the University. The University shall also specify the forms of campus housing not served by the campus mail system.
2. Provide data tape per contract specification of housing database, as described in Attachment C of this Agreement.
3. Obtain permission for the use of University logos, symbols, or emblems for the use by AT&T in mailings, advertisements and promotional materials.
4. Provide copies of tax exemption certificates.
5. Provide duplicate copies of monthly facility bills.

ATTACHMENT B TO  
AT&T COLLEGE & UNIVERSITY SYSTEMS  
SERVICE AGREEMENT

EQUIPMENT SCHEDULE

The University shall provide the following items to enable AT&T to provide the services under this Agreement:

- Permit student residence hall direct dial access to the AT&T Public Switched Network through the Centrex serving vehicle
- Use AT&T facilities for interLATA and interstate calling
- Provide data tape per contract specifications as outlined in Attachment C to this Agreement.
- Cooperate with AT&T College & University Systems personnel in the implementation of student call record collection procedures required by AT&T to provide the services described in this Agreement.

AT&T shall provide the full range of services described in this Agreement. Furthermore, AT&T shall assume the responsibility for paying one-time installation charges and monthly recurring charges that become necessary to provide student billing services described in this Agreement, if the recommended optimized network service is implemented as part of this Agreement.

**ATTACHMENT C**  
**Sign-up Information**

5/ 4/90-Revision 2.4

AT&T College and University Systems

University Database Transfer Formats

**University database tape format - general media instructions**

These files are for transferring billing and account information from the University data processing systems to our telephone billing system. The files can be written on an IBM format tape with a density of either 1600 or 6250 bpi. The tape should either be in ASCII or EBCDIC (please specify). It can be labeled or unlabeled (if labeled it should be an IBM format label). The record length is 350 and the blocking factor is 10. If you would prefer to forward the information on a diskette, an IBM PC compatible diskette may be used.

**Expedite invoice delivery**

The University will have the option of inserting information that will provide very exact sorting information (dorm indicator and number or building indicator and number). If provided, ACUS will continue to prebox the student invoices by dorm name in room number order. As this will eliminate manual sorting and will improve our invoice delivery.

If the University is unable to provide this specific information, exact sorting may not be available. The invoices will be sorted by the University selected campus address line and boxed and shipped in a "sorted as is" manner.

Finally, if the University is aware a student or a personal administrative account wants home billing, the home address information can be used. All home billed invoices will be sorted by zip code. Regarding home information, even if the bills are to be distributed to the campus address, the home address is needed. The final bill will always need to be sent to the home address.

**Updating non-student accounts**

The Social Security number (or employee ID number) will allow for magnetic media updating at a later date providing the ability to eliminate manual entry and mistakes associated with double entry of data.

**Dorm/building indicator**

In order to determine the name and address of residence halls and buildings on campus, the following information is required if dorm/building indicators are used. This information can be conveyed on magnetic media or paper. If magnetic media is used the format will be:

Record Positions	Length	Field	Field alignment	Comments
1- 8	8	Dorm/building indicator	Left justified	Can be any unique identification symbol
9- 28	20	Dorm/building name	Left justified	
29- 48	20	Street address	Left justified	
49- 68	20	City	Left justified	
69- 70	2	State		
71- 79	9	Zip code	Left justified	

This file can be used to identify box numbers as well. For example the dorm/building indicator might be BOX and the name might be University Box #. The street, city, state and zip code are optional and will be printed if included.

Board Minutes  
March 15, 1991  
Attachment No. M8, pg. 7  
Item M74



File format for students

Each student to be residing in the residence halls should be on this file. All information should be included if possible. The following information is needed:

Record Positions	Length	Field	Field alignment	Comments
1- 20	20	Social Security Number	Left justified	Student ID if not Social Security number
21- 40	20	Last name	Left justified	Upper and lower case preferred
41- 55	15	First name	Left justified	Upper and lower case preferred
56	1	Middle initial		
57- 63	7	Campus phone number	Left justified	No area code.
64	1	Status flag		1-Freshman, 2-Sophomore, 3-Junior, 4-Senior, 5-Graduate student
65- 74	10	Authorization code	Left justified	If assigned by University
75	1	Credit card indicator		1-VISA, 2-MC, 3-Discover, 4-AX
76-100	25	Credit card number	Left justified	
101	1	Mailing instruction code		Mail using: 1-dorm indicator, 2-campus address, 3-home mailing

If mailing instruction code = 1 then use the following fields for address information. Invoices will be sorted by dorm indicator and dorm room number.

102-109	8	Dorm indicator	Left justified	Indicator of dorm or box name (see above)
110-119	10	Dorm room number	Right justified	Room or box number

If mailing instruction code = 2 then use the following fields for address information. Invoices can be sorted on any one of the three address lines. DO NOT INCLUDE UNIVERSITY NAME IN ANY FIELDS BELOW.

120-139	20	Campus mailing addr.- line 1	Left justified	
140-159	20	Campus mailing addr.- line 2	Left justified	
160-179	20	Campus mailing addr.- line 3	Left justified	
180-199	20	Campus mailing city	Left justified	
200-201	2	Campus mailing state		
202-210	9	Campus zip code	Left justified	

If mailing instruction code = 3 then the invoice will be mailed to the home address below. This address is mandatory as bills and collection letters sent after the term has expired must be sent home, so please fill in this address even if the mailing instruction code is a 1 or a 2.

211-230	20	Home mailing address- line 1	Left justified	
231-250	20	Home mailing address- line 2	Left justified	
251-270	20	Home mailing city	Left justified	
271-272	2	Home mailing state		
273-281	9	Home zip code	Left justified	
282-291	10	Home phone number		
292-350	59	Unused space for expansion		



ATTACHMENT D TO  
AT&T COLLEGE & UNIVERSITY SYSTEMS  
SERVICE AGREEMENT

CONFIDENTIALITY

AT&T Communications, Inc. and the University (the parties) shall not disclose to third parties or to individuals within their organizations not having a need to know the contents of the Agreement, or any of the terms and conditions of this Agreement, except with the written consent of the other party or as required by law or in response to lawful process.

Any information that is furnished or made available or otherwise disclosed by either party to the other pursuant to this Agreement shall be the property of the disclosing party. Any such information, if designated by the disclosing party as Proprietary Information, shall be: (a) treated as each party treats its own confidential and proprietary information; (b) disclosed to only those employees who have a need for it in connection with the performance of this Agreement and shall be used only for such purposes; and (c) used for other purposes only upon such terms as may be agreed upon in writing by the parties.

Each party agrees to give prompt notice to the other party of any demands to disclose or provide Proprietary Information under lawful process prior to disclosing or providing such Proprietary Information, and agrees to cooperate in seeking all reasonable protective arrangements requested by the originating party.

Upon expiration or termination of this Agreement, each party shall promptly return any and all copies of Proprietary Information in its possession, custody or control.

The parties shall have no obligations hereunder with respect to information that was previously known to the other party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the other party as explicitly agreed in writing not to be regarded as confidential. Nothing herein shall prevent the University from informing interested parties of AT&T's provision of long distance management services to the University, or generally describing the services provided including the University's level of satisfaction with such services.

The provisions of this confidentiality section shall remain in effect notwithstanding the termination or expiration of this Agreement.

TEXAS TECH UNIVERSITY

AT&T COMMUNICATIONS, INC.

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

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

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

Title: General Manager

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

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



## LIBRARY AUTOMATION

The Library Automation software package includes the following:

License Agreement;

Agreement for Software Support, Manintenance and Update Service;

Source Code/Run-Time Library Use License Agreement;

Software License Agreement (Pioneer Inc.).

Negotiations are in process regarding detailed wording of certain sections of the above documents. Changes that may result from this negotiation are not expected to materially affect the nature of the products being acquired. These changes will be documented prior to the date of consideration of the motion.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between DATA RESEARCH ASSOCIATES, INC., a Missouri corporation, located at 1276 North Warson Road, St. Louis, Missouri 63132 ("Data Research") and TEXAS TECH UNIVERSITY located at Lubbock, TX 79409 ("Licensee"), is for the license of certain applications software (the "Licensed Software") listed in paragraph 1 hereof, subject to the following terms and conditions.

1. The following Software and documentation shall be provided to Licensee subject to payment of the license fees listed herein, and in accordance with the terms and conditions of this agreement:

<u>Processor</u>	<u>Licensed Software</u>	<u>Fee</u>
VAX Cluster: 6510/8650/780	MAR-600	\$40,200.00
	CIR-600	\$40,200.00
	PAC-600	\$30,400.00
	ACQ-600	\$30,400.00
	SER-600	\$30,400.00
	OCLC-SOFT	\$5,000.00
	<u>Documentation</u>	<u>Fee</u>
	TCH-SRV-DOC	\$180.00
	CIR-DOC-KIT	\$420.00
	PAC-DOC-KIT	\$160.00
	ACQ-DOC-KIT	\$125.00
	SER-DOC-KIT	\$125.00
	REPTGEN-DOC	\$70.00
	SYS-OPR-DOC	\$90.00

including updates, for ninety (90) days from date of delivery, which may be duplicated only as provided herein and with inclusion of Data Research's copyright notice. The licenses granted in this Agreement shall continue unless terminated as provided herein.

The license fees stated herein have been discounted, conditioned upon Licensee's use of the Licensed Software on no more than two hundred (200) simultaneous sessions. In the event that Licensee desires to use the Licensed Software on more than two hundred (200) simultaneous sessions, Licensee shall provide written notice to Data Research of such intent. In such event, Data Research may charge Licensee additional license fees.

In the event that within one (1) year from execution of this agreement, Licensee requires the Licensed Software to be used on more than two hundred (200) simultaneous sessions, the cost to upgrade the licenses shall be based upon the prices set forth below. After one (1) year, Data Research's then current list prices shall apply.

For the Licensed Software to be used on up to three hundred (300) simultaneous sessions, the following fees, less the amount previously paid for the original software licenses shall be paid to Data Research by Licensee:

MAR-900	\$49,200.00
CIR-900	\$49,200.00
PAC-900	\$36,900.00
ACQ-900	\$36,900.00
SER-900	\$36,900.00
OCLC-SOFT	\$5,000.00

For the Licensed Software to be used on up to four hundred (400) simultaneous sessions, the following fees, less the amount previously paid for the original software licenses shall be paid to Data Research by Licensee:

MAR-1200	\$57,000.00
CIR-1200	\$57,000.00
PAC-1200	\$42,700.00
ACQ-1200	\$42,700.00
SER-1200	\$42,700.00
OCLC-SOFT	\$5,000.00

Monthly maintenance fees shall also be adjusted, in accordance with Data Research's standard maintenance fees, in the event of a software license upgrade.

- Delivery. Delivery will be made F.O.B. manufacturer's plant or warehouse, with shipping charges to be paid by Licensee. Data Research will select the carrier, but in so doing, accepts no liability therefor. Insurance will be provided on the Licensed Software while in transit, and the amounts therefor will be reimbursed by Licensee.
- Location. Data Research will install the Licensed Software hereunder for use only on the above-referenced VAX Cluster located in Licensee's facilities at Lubbock, TX. Installation cost shall be \$5,000.00, including all associated travel expenses. A detailed software installation plan shall be developed jointly by the parties prior to software shipment.

4. Payment/Taxes. Payment to Data Research shall be made in accordance with the following schedule:

Twenty-five percent (25%) of the software license fees upon delivery of the software.

Twenty-five percent (25%) of the software license fees upon installation of the software.

Fifty percent (50%) of the software license fees ninety (90) days following installation of the software.

One hundred percent (100%) of the documentation, installation, conversion, training costs, and reimbursable expenses as billed.

Licensee will pay the amounts due hereunder within thirty (30) days of receipt of an invoice therefor. In the event that an undisputed invoice is not paid within thirty (30) days, a finance charge of twelve percent (12%) per annum will be charged on the unpaid balance. Prices are exclusive of all sales, use and like taxes. If applicable, Licensee shall certify, and provide appropriate documentation thereof, that it is exempt from all known federal, state or local sales, use or like taxes.

5. Training. Data Research agrees to provide Licensee with the services of qualified personnel for a period of 19 days to train Licensee's staff in the use of the software according to mutually-agreeable training plans at a cost of \$14,000.00. In addition, Licensee will reimburse Data Research for travel expenses, which may include, but are not limited to: meals, private hotel or motel room, taxi or carfare, coach airfare, and tips, incurred for such training. Such expenses shall not exceed \$10,000.00.

6. Conversion. Data Research will provide conversion services to Licensee as indicated on Appendix A attached hereto and incorporated herein.

7. Warranties/Maintenance/Support. The Licensed Software hereunder is warranted to perform in accordance with the applicable User's Manual for ninety (90) days from installation thereof. During the ninety (90) day period following software installation, Licensee may perform tests on the Licensed Software. At the end of the ninety (90) day period, the Licensed Software shall be deemed accepted by Licensee, unless Licensee provides Data Research with written notice prior to the expiration of the ninety (90) day period, that the Licensed Software is being rejected, and the reasons for such rejection. In the event that Licensee rejects the Licensed Software, Data Research shall return to Licensee all license fees paid, and Licensee shall immediately cease using the Licensed Software, and certify to Data Research that the Licensed Software and all documentation have been returned or destroyed.

Except as otherwise provided herein, Licensee's sole recourse in the event the software does not conform to the applicable User's Manual, is repair or replacement of the product, which shall be determined by Data Research. Data Research will provide maintenance, support and consultation services in the use of the Licensed Software for ninety (90) days from installation of the Licensed Software, and thereafter, if Licensee maintains a valid Agreement for Software Support, Maintenance and Update Service negotiated separately herefrom. EXCEPT AS PROVIDED HEREIN, DATA RESEARCH MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PRODUCT(S), THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

8. Licensee Representations. Licensee is furnishing the central site hardware on which the Licensed Software will be used. Licensee represents that its operations staff is competent and fully-trained in the operation of the hardware and its operating system software.
9. License/Title. The rights acquired by Licensee hereunder are expressly subject to a non-transferable, non-exclusive license to use the Licensed Software only as specified in this Agreement. Licensee acknowledges that no title to or ownership of the Licensed Software is transferred to Licensee, and that the Licensed Software remains the proprietary property of Data Research, protected by federal copyright law.
10. Duplication/Nondisclosure/Use. The Licensed Software (including documentation thereof and any subsequent improvements or updates, and any parts thereof) may only be used on the single VAX Cluster on which the Licensed Software is first installed, and may only be copied, in whole or in part, for use on such VAX Cluster. In the event that an equipment malfunction occurs in the above VAX Cluster, the Licensed Software (or copies thereof) may be used on another single VAX Cluster on a temporary basis during such malfunction. Licensee shall not provide or otherwise make available the Licensed Software or any part or copies thereof in any form to any third party (except Licensee's employees or agents directly concerned with Licensee's licensed use of the Licensed Software). Licensee agrees to exercise diligence in preventing dissemination to unauthorized personnel. Licensee agrees that upon request, it will demonstrate to Data Research that it is in compliance with the software license provisions herein. Except in the event of termination as hereinafter specified, the Software licenses granted hereunder shall last forever.

11. Transfer of License. Licensee shall have the right to provide and otherwise make available the Licensed Software or any part or copies thereof in any form to the person or entity purchasing or leasing the VAX Cluster on which the Licensed Software is first installed, provided that Licensee shall first obtain the consent of Data Research. Such person or entity shall agree to be bound by the terms of this Agreement.

Data Research agrees to transfer the Licensed Software to a different VAX Cluster configuration purchased or leased by Licensee, provided that Licensee obtains from Data Research one license PAK for each processor on which the Licensed Software will be used, at a cost of \$200.00 per license PAK. Licensee agrees to comply with the license and usage provisions herein regardless of the configuration in use.

12. Right to Grant License. Data Research hereby warrants that at the time of delivery of the Software, it has the right to grant the Software license(s) hereunder.

13. Patent/Copyright Infringement Indemnity. If notified promptly in writing of any actions (and all prior claims relating to such action) which may be brought against Licensee based on a claim that Licensee's use of the Licensed Software infringes a United States patent or copyright, Data Research will defend such action at its expense, and pay all costs and damages finally awarded, provided that Data Research shall have sole control of the investigation, defense and settlement of any such action, insofar as the laws and Constitution of the State of Texas allow.

14. Termination/Return of Licensed Software. Data Research shall have the right to terminate any Software license hereunder if (i) Licensee fails to pay the applicable license fee; (ii) Licensee assigns this Agreement or any of its rights hereunder; (iii) Licensee makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy, or similar officer is appointed to take charge of all or part of its property, and/or is adjudged as bankrupt; (iv) Licensee fails to materially comply with any of the herein licensing terms and conditions; and any of the above conditions is not cured by Licensee within thirty (30) days of written notice from Data Research. Licensee agrees, upon notice of such termination, to immediately return the Licensed Software and documentation provided hereunder, including all copies thereof, to Data Research. If Licensee refuses to so return such Software and documentation, Data Research shall have the right to pursue all legal and equitable remedies available. In the event of termination as above set out, Licensee shall pay Data Research for the services rendered by Data Research's employees as of the effective date of termination based on the hourly billing rates for such Data Research employees, as stated in Appendix B of the Agreement for Software Support, Maintenance and Update Service, as may be amended from time-to-time.

Licensee shall have the right to terminate this Agreement if Data Research: i) Assigns this Agreement or any of its obligations hereunder without the prior consent of Licensee; ii) Neglects or fails to perform or observe any of its existing or future obligations to Licensee under this Agreement; iii) Makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy, or similar officer is appointed to take charge of all or part of its property, and/or is adjudged as bankrupt; and any of the above conditions is not cured by Data Research within thirty (30) days of written notice from Licensee.

15. Limitation of Liability. LICENSEE'S RIGHT TO RECOVER DAMAGES TO PROPERTY CAUSED BY DATA RESEARCH'S FAULT OR NEGLIGENCE SHALL BE LIMITED TO ONE MILLION DOLLARS (\$1,000,000.00). DATA RESEARCH WILL NOT BE LIABLE IN ANY EVENT FOR DAMAGES RESULTING FROM LOSS OF PROFITS, USE OF PRODUCTS OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INsofar as the LAWS AND CONSTITUTION OF THE STATE OF TEXAS ALLOW. THIS LIMITATION WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. ANY ACTION AGAINST DATA RESEARCH MUST BE BROUGHT WITHIN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

16. Ownership of Library Data. All bibliographic, item, fine, patron, and other records entered into the database of Licensee or supplied to Data Research by Licensee are and shall remain the sole property of Licensee. Data Research shall not without Licensee's written consent, copy or use such records except to carry out contracted work and will not transfer such records to any other party not involved in the performance of this Agreement, and will return submitted records to Licensee upon completion of the work hereunder.

Licensee shall have the right, without the consent of Data Research, to extract such data in industry-standard formats, and at no cost to Licensee. Licensee acknowledges that the storage compilation, format and layout constitute proprietary and trade secret information of Data Research and are protected by federal copyright law. Data Research agrees to assist Licensee, if requested, in making such extracts, subject to reasonable compensation therefor. Each extracted file shall contain sufficient data to reconstruct interfile relationships.

17. Notices. Any notices hereunder shall be in writing and delivered in person, by facsimile, or by registered or certified mail, return receipt requested, with proper postage prepaid, properly addressed as set forth below. Notice shall be effective upon delivery. Facsimile notices shall also be delivered by another means listed above, but shall still be effective upon facsimile transmission.

FOR DATA RESEARCH:

Michael J. Mellinger, President  
Data Research Associates, Inc.  
1276 North Warson Road  
St. Louis, Missouri 63132  
FAX: 314-993-8927

FOR LICENSEE:

Dr. E. Dale Cluff, Director  
Texas Tech University Libraries  
Lubbock, TX 79409  
FAX: 806-742-1920

18. Governing Law. This Agreement shall be construed and enforced according to the laws of the State of Texas.
19. Force Majeure. Data Research shall not be liable for any damages resulting from any delay in delivery or failure to give notice of delay which directly or indirectly results from the elements, acts of God, delays in transportation, delays in delivery of Data Research's vendors, or any other cause beyond the reasonable control of Data Research. Either party shall have the right to terminate this Agreement if a force majeure circumstance suspends performance for a period of one hundred twenty (120) or more days.
20. Severability. If any provision of this Agreement is determined to be unenforceable or invalid, the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.
21. Source Code. Following complete payment of the software license fees herein, and upon thirty (30) days written notice to Data Research, Licensee shall have the right to obtain from Data Research sealed source code tapes for the Data Research Licensed Software, in accordance with Data Research's standard terms and conditions. If Licensee exercises this option, Licensee agrees to execute Data Research's standard Conditional Source Code Use License Agreement as stated in Data Research's Proposal for Quotation dated November 6, 1990, Appendix D of Data Research-Sample turnkey agreement, prior to receiving sealed source code tapes, such service to be provided at a cost to Licensee of \$200.00 per month.
22. Confidentiality. Data Research agrees that the records of Licensee must remain confidential and further agrees that neither Data Research nor its agents will disclose such records or any portion thereof to any person whomsoever without the express prior written consent of Licensee.

All materials, documents and other information provided by Data Research to Licensee pursuant to this Agreement shall remain strictly confidential, shall be used only by Licensee's agents or employees, and shall not be disclosed to any third party whomsoever without the written consent of Data Research. Duplication of documentation provided hereunder shall be performed pursuant to terms and conditions of Paragraph 10 hereof.

The obligations of Licensee and Data Research under this Article 22 shall survive the termination, discontinuance or abandonment of this Agreement for any reason whatsoever.

23. OCLC Interface. Licensee may use either CAT ME Plus or Prism interface, but not both, with the Licensed Software. Licensee agrees to pay Data Research for the documentation for whichever product is used. Within one (1) year following execution of this agreement, Licensee will make a permanent decision to use either the CAT ME Plus or the Prism interface.
24. Clarifications. Data Research will provide Licensee with:
  - a. The Bindery Enhancement to the Serials module at no additional cost, at such time as the enhancement is produced, provided that Licensee has a current Agreement for Software Support, Maintenance and Update Service in effect.
  - b. Custom programming for the direct transfer of fines and charges to student records, based upon mutually agreed upon specifications, at a price to be quoted by Data Research.
25. Software Performance. The Licensed Software shall perform in accordance with Appendix B herein, provided that the following requirements are met:
  - a. The system is operating in accordance with the current minimum configuration requirements established by Data Research; and
  - b. The Licensed Software is covered under the ninety (90) day warranty provisions herein, or a current Agreement for Software Support, Maintenance and Update Service is in effect; and

c. For purposes of testing software response times, the following conditions must be met:

1. A maximum of two hundred (200) users shall be accessing the Licensed Software, which shall be operating on a single processor dedicated solely to the Data Research Licensed Software. Said processor shall have a VUPs rating at least equivalent to a VAX 6410 processor, and shall control the lock manager for all disk drives on the VAX Cluster.

Licensee's sole remedy for failure of the Licensed Software to meet the provisions of Appendix B shall be at Data Research's option, to repair or replace the software, or provide Licensee with a pro-rata refund of the software license fees based upon a service life of sixty (60) months.

26. Entire Agreement. This Agreement is the result of negotiation of the parties and has been agreed to after careful negotiation and discussion. The following documents shall comprise the agreement between the parties concerning the subject matter of this contract, and, in the event of any dispute concerning construction thereof, shall have the following order of precedence:

a) This document entitled License Agreement, and all appendices and other documents attached and incorporated by reference;

b) Data Research Response to Licensee's Request for Quotation dated November 6, 1990;

c) Licensee's Request for Quotation dated October 12, 1990.

This Agreement with referenced documents as above, constitutes the entire agreement between the parties and supersedes all previous communications and representations or agreements, either written or oral, with respect to the subject matter hereof; and no modification hereof shall be binding on either party unless acknowledged in writing by the duly authorized representative of either party.

LICENSEE

DATA RESEARCH ASSOCIATES, INC.

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

By: Michael J. Mellinger  
President

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

APPENDIX A

Conversion

<u>Qty.</u>	<u>Model Number</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>MMC</u>
Bibliographic Overlay by Data Research					
		BIB-OVERLAY2 Overlay bibliographic records with customer supplied records. Minimum charge: \$500.00 100,000 records @ .05/record 2nd 100,000 records @ .04/record 3rd 100,000+ records @ .03/record	0.00	41,820.00	0
1 ea.	SETUP-1	Set-up charges for each job. ( # of steps @ \$150/each). One step included.	150.00	150.00	0
Subtotal for Bibliographic Overlay by DRA				\$41,970.00	\$0
		CONV-DEDUP Deduplication of Bibliographic Database after initial load by replacing with latest occurrence. Minimum charge: \$1,000.00 100,000 records @ .015/record 2nd 100,000 records @ .01/record 3rd 100,000+ records @ .005/record	0.00	7,970.00	0
TOTAL				\$49,940.00	0

APPENDIX B

Response Time

"Response Time" is defined as that amount of time which elapses between the time the operator signals the computer to perform an operation and the appearance of the first character indicating a system response on the terminal. This signal is normally either the successful scanning of an item or patron label or the pressing of a function key on the terminal. Response time warranties are the arithmetic average of observed response times during formal testing under either "average" load conditions or "peak" load conditions. For purposes of evaluating response times, any period of time during which the transaction rate of the System exceeds 15,000 transactions per hour, or a pro-rata volume of transactions, for a period shorter or longer than one hour, shall be considered to be a "Peak Load" condition, and all other periods of time shall be considered "Average Load" conditions. The maximum peak load warranted for this System is 30,000 transactions per hour. Response time warranties and testing are based on compliance with current minimum configuration requirements. Response time will be measured using a fully-scripted test over a period of one (1) hour. All files and logs shall be preserved both before and after the test for later evaluation.

RESPONSE TIME/TRANSACTION MIX TABLE

<u>Transaction Type</u>	<u>Transaction Mix</u>	
	<u>Average Response Time</u>	<u>Average Response Time</u>
	<u>Average Load</u>	<u>Peak Load</u>
Charge/Renewal	20%	4 sec.
Discharge	15%	4 sec.
Inquiry	60%	4 sec.
Input/Update	5%	10 sec.
		4 sec.
		10 sec.
		4 sec.
		4 sec.
Boolean (average search set less than 500 items)	2 sec.	6 sec.

DATA RESEARCH ASSOCIATES, INC.

AND

TEXAS TECH UNIVERSITY

AGREEMENT FOR SOFTWARE SUPPORT, MAINTENANCE  
AND UPDATE SERVICE

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between DATA RESEARCH ASSOCIATES, INC. a Missouri Corporation, with principal offices located at 1276 North Warson Road, St. Louis, Missouri 63132 ("Data Research"), and TEXAS TECH UNIVERSITY, located at Lubbock, Texas 79409 ("Customer"), is for the following purposes: (a) securing software update service and maintenance on the software described in Appendix A to this Agreement; and (b) providing consulting and support services to assist and advise Customer in the operation of the computer system which is the subject of that certain Agreement between the parties dated \_\_\_\_\_.

1. Term

This Agreement shall commence when signed by both parties, and shall be effective for an initial term of twelve (12) months and shall automatically renew thereafter unless terminated by ninety (90) days' written notice by either party.

2. Scope of Services

During the term of this Agreement, Data Research agrees to provide the following services: (a) Software updates and program change orders generally made available during the term hereof; (b) Telephone assistance numbers to Customer for communications with systems support personnel to procure assistance in identification, verification and resolution of problems, and on-site visits where deemed required; (c) written responses to Customer Software Service Requests ("SSR's"); and (d) improvements and enhancements to software reference manuals generally made available to Customers during the term hereof.

A. Software Update and Maintenance Service

To the extent Data Research makes generally available to its customers updates to the software listed in Appendix A during the term of this Agreement, Data Research shall provide such updates, including appropriate documentation, to Customer at no charge other than that for the media and transportation expense. All such updates and documentation shall be subject to all provisions of the original license for the software.

Data Research shall remedy any nonconformance of the software in Appendix A with its applicable User's Manual as soon as is reasonably possible after receipt by Data Research of written notice from Customer of such nonconformance. Such corrections shall be made at no charge to the Customer other than travel, media and transportation expense.

However, Customer shall reimburse Data Research on a time-and-materials basis for any claim which upon investigation Data Research in good faith determines is not due to nonconformance of the software to the User's Manual. Customer shall also reimburse Data Research for time, materials, and travel expenses in connection with any work requested and performed which is not directly related to software maintenance.

In consideration for such services, Customer shall pay Data Research the monthly fees listed in Appendix A, payable in twelve (12) equal monthly installments commencing thirty (30) days from the expiration of the applicable warranty periods.

B. Systems Consultation and Support Service

Data Research shall make available to Customer the consulting and support services of qualified Data Research representatives to assist and advise Customer in operation of the computer system and software purchased and licensed from Data Research. Data Research agrees to provide these services between 8:00 A.M. and 5:00 P.M. Central Standard Time, Monday through Friday, excepting Data Research holidays, a listing of which will be provided Customer on a yearly basis. At the discretion of Data Research and upon Customer's request, such services may be performed outside the above-stated service period, at a rate equal to one-and-one-half (1-1/2) times the rate agreed to herein. After-hour rates are subject to a two (2) hour minimum billing. Customer understands that at certain times during said service period a Data Research representative may not be directly available, and agrees to provide the Data Research Service Desk with appropriate information, including date, time, site, and name of person calling.

Such consultation and support services shall be billed in accordance with the hourly rates shown in Appendix B of this Agreement. Service time shall be accrued in increments of not less than fifteen (15) minutes, with a minimum billing of two (2) hours per call. Customer shall pay all reasonable computer dial-in expense. Data Research shall provide Customer monthly invoices

itemizing services performed, the name of the staff member or members performing such services, the amount of time expended, and expenses. Data Research agrees to provide Customer, upon written request, a detailed accounting of time spent on the Customer's behalf.

### 3. Eligibility for Service

Software is eligible hereunder upon expiration of the applicable software warranty period. The system on which the software resides must be unmodified and properly maintained at the latest revision level. The system must contain at least the minimum equipment configuration and prerequisite software as specified in the original license agreement between the parties. Maintenance eligibility is also contingent upon proper use of the products by Customer. If services are requested and performed to remedy a malfunction which is due to the following conditions, such services shall be deemed not to be due to nonconformance of the software to the applicable User's Manual and shall be billable on a time, materials and travel expense basis.

- (a) adjustment, repair or parts replacement is required because of accident, unusual physical, electrical or electro-magnetic stress, neglect, misuse, failure of electric power, air conditioning, humidity control, transportation, failure of rotating media not furnished by Data Research, operation with media not meeting or not maintained in accordance with Manufacturer's specifications or causes other than ordinary use;
- (b) products have been modified by Customer outside of Data Research's documented procedures;
- (c) products as specified by Digital or Data Research in the SPD or User's Manual are missing;
- (d) products have been dismantled or reinstalled by Customer without the supervision of or prior written approval of Data Research;
- (e) Manufacturer's serial numbers or warranty date decals have been removed or altered; or
- (f) Customer materially deviates from the software operating procedures established by Data Research in the applicable documentation.

### 4. Responsibilities of Customer

Customer acknowledges and agrees that all software and/or changes, improvements or updates thereto provided to Customer by Data Research are subject to the terms and conditions of the software product license contained in the above-referenced Agreement between the parties.

Customer shall provide Data Research with access to Customer personnel and equipment during normal business hours for the purpose of performing services under this Agreement. Data Research shall notify Customer prior to accessing the system for any purpose. This access shall include the ability to dial-in to the computer on which the software is operated and an account on the system sufficient to perform software maintenance. Such dial-in shall be at least 2400 baud. Customer reserves its rights to restrict access or privileges of any account on its systems in order to maintain system or network integrity and security. Notwithstanding anything to the contrary herein, Data Research shall have no obligation to provide service to Customer if it has inadequate access to the system to provide such service.

Customer shall maintain a current backup copy of all programs and data.

5. Most Advantageous Accounting

In the event that Data Research determines that a service request may be legitimately performed under multiple portions of this Agreement, such services will be performed pursuant to that portion providing the lowest actual cost to Customer.

6. Charges

Customer shall pay the total monthly charge thirty (30) days from the date of receipt of an invoice therefor. If payment is not made within thirty (30) days, an interest charge shall be assessed for each additional day the invoice remains unpaid at the rate of twelve percent (12%) per annum. Charges are exclusive of, and Customer is responsible for, all sales, use and like taxes (unless exempt therefrom as documented by applicable exemption certificate).

7. Travel Expense

Customer shall reimburse Data Research for reasonable travel expense for those services for which such reimbursement is provided herein. Such expenses may include but are not limited to: meals, private hotel or motel room, taxi or carfare, coach airfare, and tips. Data Research will invoice Customer for such expenses as occurred, and Customer agrees to pay such invoices within thirty (30) days of receipt thereof.

8. Price Changes

Data Research may, at any time after the initial 12-month term of this agreement, change the price of services provided hereunder by giving ninety (90) days written notice to Customer. The cumulative increase in prices during the term of this agreement and its renewals, if any, shall not exceed eight percent (8%) per year.

9. Assignment

Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written approval of the other party, and any attempt to do so without such approval shall be void.

10. (Intentionally left blank).

11. Force Majeure

Data Research shall not be liable for any damages resulting from any delay in delivery or failure to give notice of delay which directly or indirectly results from the elements, acts of God, delays in transportation, delays in delivery by Data Research's vendors, or any other cause beyond reasonable control of Data Research. Either party shall have the right to terminate this Agreement if a force majeure circumstance suspends performance for a period of one hundred-twenty (120) or more days.

12. Waivers

No waiver of any right, obligation, or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed as a waiver of any subsequent right, obligation, or default.

13. Exclusion of Implied Warranties/Limitation of Liability

EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, DATA RESEARCH DISCLAIMS ALL WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER'S RIGHT TO RECOVER PROPERTY DAMAGES CAUSED BY DATA RESEARCH'S FAULT OR NEGLIGENCE SHALL BE LIMITED TO ONE MILLION DOLLARS (\$1,000,000.00). DATA RESEARCH WILL NOT BE LIABLE FOR DAMAGES RESULTING FROM LOSS OF DATA, PROFITS, USE OF PRODUCTS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INsofar AS THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS ALLOW. THIS LIMITATION OF DATA RESEARCH'S LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT INCLUDING NEGLIGENCE. ANY ACTION AGAINST DATA RESEARCH MUST BE BROUGHT WITHIN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF THE ACTION ACCRUES.

14. Notices

Any notices required or permitted under this Agreement shall be in writing and delivered in person, by facsimile, overnight express, or by registered or certified mail, return receipt requested, with proper postage prepaid, properly addressed as set forth below. Notice shall be effective upon delivery. Facsimile

notices shall also be delivered by another means listed above, but shall still be effective upon facsimile transmission. The following persons are duly authorized to receive and accept such notice:

FOR DATA RESEARCH:

Michael J. Mellinger, President  
Data Research Associates, Inc.  
1276 North Warson Road  
St. Louis, Missouri 63132  
FAX: 314-993-8927

FOR CUSTOMER:

Dr. E. Dale Cluff, Director  
Texas Tech University Libraries  
Lubbock, TX 79409  
FAX: 806-742-1920

15. Severability

If any provision of this Agreement is determined to be unenforceable or invalid, the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

16. Governing Law

This Agreement shall be governed by the laws of the State of Texas both as to interpretation and performance.

17. Attorneys' Fees

Should either party be required to file a legal action to enforce any provision of this Agreement, the prevailing party shall be paid its reasonable attorneys' fees and costs by the other party.

18. Ownership of Library Data

All bibliographic, item, fine, patron, and other records entered into the database of Customer or supplied to Data Research by Customer are and shall remain the sole property of Customer. Data Research shall not, without Customer's written consent, copy or use such records except to carry out contracted work, and will not transfer such records to any other party not involved in the performance of this Agreement, and will return submitted records to Customer upon completion of the work hereunder.

Customer shall have the right, without the consent of Data Research, to extract such data in industry-standard formats, using standard Data Research utilities and at no cost to Customer. Customer acknowledges that the storage compilation,

format and layout constitute proprietary and trade secret information of Data Research and are protected by federal copyright law. Data Research agrees to assist Customer, if requested, in making such extracts, subject to reasonable compensation therefor. Each extracted file shall contain sufficient data to reconstruct interfile relationships.

19. (Intentionally left blank).

20. Entire Agreement

This Agreement is the result of negotiation of the parties and has been agreed to by both parties after careful and prolonged discussion. The provisions hereof supersede all prior agreements between the parties regarding software update and maintenance service and consulting and systems support service, and no change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of each party. All other terms and conditions of the License Agreement between the parties dated \_\_\_\_\_ and any amendments thereto, pertaining to matters other than the subject matter of this Agreement, shall not be changed hereby.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement in duplicate copies, each of which shall be deemed an original, as of the day and year first above written.

DATA RESEARCH ASSOCIATES, INC.

By: \_\_\_\_\_  
Michael J. Mellinger, President

TEXAS TECH UNIVERSITY

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

APPENDIX A

The following software shall be included under the terms of this Agreement:

<u>Software</u>	<u>Warranty Expiration</u>	<u>Monthly Fee</u>
MAR-600	90 days following software installation	\$402.00
CIR-600	90 days following software installation	\$402.00
PAC-600	90 days following software installation	\$304.00
ACQ-600	90 days following software installation	\$304.00
SER-600	90 days following software installation	\$304.00
OCLC-SOFT	90 days following software installation	\$50.00
REPT-GEN	90 days following software installation	\$438.00

APPENDIX B

HOURLY RATES

<u>Personnel Classification</u>	<u>Rate/hr.</u>
Support Specialist	\$42.00
Programmer	42.00
Project Leader/Analyst/Senior Programmer	63.00
Principal	140.00

SOURCE CODE/RUN-TIME LIBRARY USE LICENSE AGREEMENT

THIS AGREEMENT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between DATA RESEARCH ASSOCIATES, INC., a Missouri Corporation, with principal offices at 1276 North Warson Road, St. Louis, Missouri 63132 ("DATA RESEARCH") and Texas Tech University located at Lubbock, Texas 79409 ("Customer").

WHEREAS, Customer has been granted a license to use library automation software ("Licensed Applications Software") from Data Research pursuant to that certain Agreement dated \_\_\_\_\_; and

WHEREAS, Customer has been granted a license from PIONEER SOFTWARE, INC. ("Pioneer") for the use of certain software products ("Pioneer Licensed Software") in conjunction with the Licensed Applications Software pursuant to a software license agreement of even-date herewith;

NOW, THEREFORE, for and in consideration of the mutual promises made by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties enter into this Agreement concerning use of any proprietary property, including, but not limited to source code products, run-time libraries and/or documentation which may become available to Customer for use of the Pioneer Licensed Software in conjunction with the Data Research Licensed Applications Software, under the following terms and conditions:

1. Scope.

Except as provided for herein, this Agreement in no way modifies the respective responsibilities of Customer, Data Research, or Pioneer under the above-referenced Agreements. Use of source code products, including run-time library and documentation under the provisions of this Agreement is in addition to the licensing provisions of the above-referenced Agreements, which shall remain in full force and effect.

2. Proprietary Property

Use by Customer of the Pioneer Licensed Software and documentation in conjunction with the Data Research Licensed Applications Software, may provide Customer with access to file layouts, processes, routines and source code products which are proprietary property and trade secrets of Data Research. Customer acknowledges that the documentation, storage compilation, formats, layouts, processes, routines and source code products, constitute proprietary property and trade secret information of Data Research, and are protected by federal copyright law and are subject to the license provisions of the original license agreements. Customer agrees that in the event such proprietary information becomes available to them through the use of the licensed software products and/or documentation, that such information will only be used in accordance with the license provisions and confidentiality provisions herein.

3. Description of Source Code

source code products may include text files used by the MACRO, BASIC, C or other language compilers to produce object modules for linkage into applications programs. The source code tape may contain source code, batch files for compiling and linking software, and any documentation available in machine-readable form to assist in compiling and linking the code. Customer acknowledges that compilation and linking the source code require compilers not supplied to Customer as part of this Agreement but which are available at extra cost from Data Research or Digital. Customer acknowledges that compilation, linking, editing, and/or modifying the source code will require technical expertise in using the VAX/VMS operating system, relevant compilers, and software, and that Data Research is under no obligation to assist or supply such expertise.

Run-Time Library includes prewritten, commonly-used routines to perform specific report preparation, writing, and supporting tasks.

Source code products may also include description files which contain detailed file layouts and contents. Customer acknowledges that the use of the description files in conjunction with additional software modules available from Pioneer, may result in data file modification and/or generate support issues requiring expertise, for which Data Research is under no obligation to assist or supply such expertise.

4. Confidentiality

Customer agrees that, irrespective of the reason for its use of the source code products, such source code products are strictly confidential and may be disclosed only to agents and employees of Customer, who shall be advised of these provisions, and who shall agree to execute nondisclosure agreements, if requested. Customer agrees that the source code products and all modifications and changes to the source code products, are the proprietary property of Data Research, and Customer may not sell, assign, lease, or otherwise provide said source code products or any part thereof, or any programs compiled, process or routines using any part of said source code products, or any knowledge gained from the use of the source code products, to any other person or entity, regardless of modification, without the express written consent of Data Research, its successors and assigns.

Customer covenants not to reverse engineer or otherwise recreate the form of expression or underlying ideas, (collectively "Recreate") contained in any portion of the Data Research Licensed Applications Software or Pioneer Software or source code products, nor permit others to do so.

5. Termination

Customer acknowledges and agrees that violation by Customer, its agents or employees, of any of the licensing terms contained in this Agreement or in any other agreement between the parties, shall constitute default, and shall entitle Data Research the right to immediately repossess all copies of the source code tapes, software, documentation, and any modifications thereof, and to rescind all software licenses granted to Customer, in addition to all other legal and equitable remedies provided by law. Data Research shall also have the right to terminate this agreement in the event that Customer fails to maintain in effect a valid Agreement for Software Support, Maintenance and Update Service.

6. Disclaimer and Limitation of Liability

CUSTOMER ACKNOWLEDGES THAT IN THE CALCULATION OF STORAGE REQUIREMENTS UNDER OTHER AGREEMENTS BETWEEN THE PARTIES, DATA RESEARCH HAS NOT INCLUDED THE SPACE REQUIRED FOR THE PRODUCTS LICENSED HEREIN. THEREFORE, THIS SOFTWARE MUST BE NON-OPERATIONAL DURING ANY CONTRACTUAL PERFORMANCE TESTS, AND MAY NOT BE CONSIDERED IN ANY MEMORY OR DISK SPACE WARRANTY CLAIMS UNDER ANY OTHER AGREEMENTS BETWEEN THE PARTIES.

EXCEPT AS PROVIDED HEREIN, DATA RESEARCH MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PRODUCT(S), THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

CUSTOMER SHALL HAVE THE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION OF ITS DATA USED IN CONNECTION WITH THE PRODUCTS. CUSTOMER'S RIGHT TO RECOVER DAMAGES CAUSED BY DATA RESEARCH'S FAULT OR NEGLIGENCE SHALL BE LIMITED TO ONE MILLION DOLLARS (\$1,000,000.00). DATA RESEARCH WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, USE OF PRODUCTS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

7. Notices

Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage prepaid, or by courier, properly addressed as set forth below or as shall be hereafter changed by written notice. Notice shall be effective upon mailing or upon delivery, if delivered in person or by courier.

The parties hereto affirm that the persons below listed are duly authorized to receive and accept such notice:

FOR DATA RESEARCH:

Michael J. Mellinger, President  
Data Research Associates, Inc.  
1276 North Warson Road  
St. Louis, Missouri 63132

FOR CUSTOMER:

E. Dale Cluff, Director  
Texas Tech University  
Lubbock, Texas 79409

8. Governing Law.

This Agreement shall be governed by the laws of the State of Texas as to interpretation and performance.

Except as hereinabove modified, the terms and conditions of the above-referenced Agreements and any appendices and amendments thereto, remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement, in duplicate copies, each of which shall constitute an original, as of the day and year first above written.

CUSTOMER

DATA RESEARCH ASSOCIATES, INC.

By: \_\_\_\_\_ *EC*

By: \_\_\_\_\_  
Michael J. Mellinger  
President

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



## SOFTWARE LICENSE AGREEMENT

Board Minutes  
 March 15, 1991  
 Attachment No. M9, pg. 26  
 Item M75

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made effective as of \_\_\_\_\_, 19\_\_\_\_ between PIONEER SOFTWARE, INC., a California corporation ("Pioneer") whose principal office is located at 2235 Meyers Avenue, Escondido, 92029, and Texas Tech University, a \_\_\_\_\_ ("Licensee"), whose principal office is located at Lubbock, Texas 79409

Pioneer hereby grants to the Licensee, and the Licensee hereby accepts, a single-site, non-transferable, nonexclusive license to use the computer programs described herein, together with any documentation, manuals, or other materials delivered by Pioneer (collectively the "Software"), under the terms and conditions described on the reverse hereof:

### DESCRIPTION OF SOFTWARE

Code	Product	Code	Product
	<u>Userbase Class 1200</u>		

### INSTALLATION INFORMATION

Address: Lubbock, Texas 79409 Telephone: 806-742-2261  
 Contact: E. Dale Cluff

License Type: FULL Development \_\_\_\_\_ RUN ONLY DRA Other \_\_\_\_\_  
 Primary CPU License: \$35,000.00 Additional CPU License: \_\_\_\_\_  
 CPU Make: DEC VAX Model: 6510 Serial Number \_\_\_\_\_  
 Operating System: VMS Version Number: \_\_\_\_\_ Pioneer License # \_\_\_\_\_  
 Distribution Tape Format: \_\_\_\_\_ Tape Density: \_\_\_\_\_  
 Distribution Media: \_\_\_\_\_ Distribution Device: \_\_\_\_\_ Distributor: Data Research

### ACKNOWLEDGEMENT

The signatory for the Licensee acknowledges and represents that he has read this Agreement and understands it, and that he has the authority to execute this Agreement on behalf of Licensee, and that Licensee agrees to be bound by its terms and conditions.

Accepted by:  
**PIONEER SOFTWARE, INC.**  
 a California corporation

Accepted by: **Texas Tech University**  
 Licensee

By \_\_\_\_\_  
Signature

Name \_\_\_\_\_  
Print

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Signature

Name \_\_\_\_\_  
Print

Title \_\_\_\_\_

Date \_\_\_\_\_

1 Term  
The license to use the Software shall commence on the date of this Agreement and shall continue until terminated in accordance with the terms of the Agreement.

2 Ownership and Copyright

3 Title to Software. Pioneer warrants that it and/or one of its corporate affiliates for whom it is rightfully acting as agent (collectively, for proprietary rights, matters and purposes, "Pioneer") has title to the Software. Licensee acknowledges that the Software is subject to the proprietary interest of Pioneer, is a trade secret of Pioneer, and is protected by Pioneer's copyright, and that Pioneer retains its title, copyright and proprietary rights in the Software.

4 Modifications, Additions or Enhancements by Licensee. Any modifications, additions or enhancements to the Software made by Licensee or Pioneer are the property of Pioneer. The Licensee will supply to Pioneer any information requested regarding such modifications or enhancements. For Licensee to obtain ownership of any modifications, additions or enhancements originated by Licensee, Pioneer must deliver an express written instrument of assignment (which Pioneer is under no obligation to do). Any such assignment will be limited to specified modifications, additions or enhancements and will not give Licensee any ownership or commercial rights in Pioneer's Software.

5 Copyright Notice. Any notice of copyright or other notice of Pioneer's interest shall remain in a conspicuous position in or on the Software and its container.

6 Restrictions

7 Central Processing Unit. The Software shall be used only by the Licensee and only on the central processing unit ("CPU") identified in this Agreement.

8 Location. The Software shall be used by the Licensee only at the location specified in this Agreement.

9 Internal Use Only. The Licensee's use of the Software shall be limited to internal use by the Licensee. The Software shall not be used for any other purpose without the prior written consent of Pioneer.

10 Assignment. This license is personal to the Licensee and shall not be assigned, transferred or sub-licensed, voluntarily or by operation of law, to any other person or entity, including successors or affiliates of the Licensee, without the express written consent of Pioneer.

11 Copying. The Licensee shall not copy or reproduce any of the Software, and shall not publish, disclose or display any of the Software to any other person other than the Licensee and those employees of the Licensee whose job with the Licensee require their use of the Software. The Licensee shall not permit the Software to be transmitted by communications facilities to any site other than the licensed location.

12 Reverse Engineering. The Licensee will not attempt to generate, or allow others to attempt to generate, from the binary file object code or any other information, any of the source code on which the Software is based by reverse engineering or any other means.

13 Licensee's Duties.

14 Protection. Licensee will make all reasonable efforts to protect and preserve Pioneer's title, copyright and trade secrets.

15 Notice. The Licensee will immediately notify Pioneer of any unauthorized possession or use of any of the Software supplied to the Licensee under this Agreement. The Licensee shall supply such details of names, locations, addresses and dates as are reasonably available to the Licensee.

16 Inspection. The Licensee will allow Pioneer access at all reasonable times to inspect the location where the Software is being used or kept for the purpose of verifying the proper protection of Pioneer's proprietary rights in the Software.

17 Application. The restrictions on the duties of the Licensee are binding upon the employees and agents and affiliates of the Licensee, and any person to whom the Licensee grants access to the Software. The Licensee will inform all such persons of the restrictions on and duties of the Licensee, and accepts responsibility for ensuring such persons' compliance therewith.

18 Assistance. The Licensee will assist Pioneer in protecting its proprietary rights and in preventing unauthorized use, possession or knowledge of the Software. The Licensee will cooperate with Pioneer in any litigation against other parties which Pioneer undertakes to protect its proprietary rights. However, Pioneer will retain any right it may have against the Licensee for breach of contract or interference with Pioneer's proprietary rights.

19 Termination

20 Grounds for Termination. Pioneer may, without compensation or prior notice, and in addition to any other remedies it may have, terminate this Agreement if the Licensee commits any material breach of the terms of this Agreement or of any sales agreement executed in connection with this Agreement, becomes bankrupt (as defined below) or has a material change in control.

21 Material Breach. A material breach of this Agreement or of any sales agreement executed in connection with this Agreement shall include, without limitation, any failure to make payments when due or the violation of any of the other terms of either such agreement. For purposes of this section, a material breach shall include, without limitation, failure to make any payments when due, violation of Pioneer's copyrights, or violations of the restrictions in Section 4.

22 Bankruptcy. The Licensee shall be deemed to have become bankrupt in the event that:

(1) the Licensee becomes insolvent or makes an assignment for the benefit of creditors;

(2) a petition in bankruptcy is filed by the Licensee or is filed against and consented to by the Licensee and is not dismissed within sixty (60) days;

(3) the Licensee is adjudicated a bankrupt;

(4) a receiver or other custodian of the business or assets of the Licensee is appointed;

(5) proceedings for composition of creditors under any state or federal law are instituted by or against the Licensee; or

(6) the real or personal property of the Licensee shall be sold after levy thereon by any sheriff or marshal.

5.4 Material Change in Control. A material change of control shall include a change in management or ownership of the Licensee which, in the opinion of Pioneer may materially prejudice the interests of Pioneer

5.5 Duties Upon Termination. Upon termination of this Agreement the Licensee shall promptly pay any sums due to Pioneer and immediately cease use of the Software, and return all Software and any other information supplied in connection with this Agreement, and any copies thereof to Pioneer, together with a certificate by an officer of the Licensee acknowledging that there are no copies of any of the Software or information pertaining to it in the possession of Licensee or any of its employees, agents or affiliates, except as authorized by other valid and existing agreements with Pioneer

6. Remedies. The Licensee agrees that the violation of this Agreement by using copying or transferring the Software, or by competing with Pioneer contrary to the terms of this Agreement, would be a breach for which the remedies available at law are inadequate, and that Pioneer shall have the right in addition to any other remedies available, to obtain injunctive relief without the posting of any bond or other security.

7. Warranties

7.1 Operation. Provided the Software has not been previously licensed to the Licensee, Pioneer warrants that for a period of ninety (90) days after the delivery of the Software to the Licensee, the Software computer programs will perform substantially as described in the related documentation. Provided the Software has not been previously licensed to the Licensee, Pioneer will undertake to correct any errors in the Software program which significantly affect the performance of the Software as compared to the documentation, upon written request from the Licensee within such 90-day period specifying in detail the nature of the error as required by Pioneer's normal error reporting requirements, by modification of the Software program or delivery of an amended or enhanced version of the program

7.2 Post Warranty Support. Maintenance of the Software after the warranty period and the right to receive revised or enhanced versions of the Software will be provided only under separate Software Support Agreement between the Licensee and Pioneer, if any.

7.3 Limitations on Warranties. Except for the warranty provided in Section 7.1, which is in lieu of all other warranties express or implied, PIONEER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Pioneer shall not be liable beyond its obligation to correct errors, as provided in Section 7.1, for any damages including without limitation consequential or incidental damages, lost profits or loss of use.

8. General

8.1 Amendment. This Agreement may only be modified or amended by a written agreement between the parties signed by persons of equal authority to those who signed this Agreement.

8.2 Severable Provisions. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the affected provisions shall be construed and enforced so as to effectuate, to the maximum possible extent, the parties' intent.

8.3 Entire Agreement. This Agreement (and any Sales Agreement executed by the parties) constitutes the entire agreement between the parties, and supersedes all prior proposals, discussions, representations, negotiations and agreements between the parties regarding the license for the Software referred to herein

8.4 Notices. Notices required by this Agreement shall be sent by first class mail, postage prepaid, to the address of Pioneer or the Licensee set forth above or to such other address as either party gives notice of to the other under this section

8.5 Governing Law and Venue. This Agreement is entered into and shall be performed in Escondido, California, and shall be interpreted and enforced under the laws of the State of California. The Licensee hereby consents to the exclusive venue of the Superior Court of the County of San Diego State of California, or the U.S. District Court for the Southern District of California for the resolution of all matters regarding the enforcement or interpretation of this Agreement

8.6 Attorneys Fees. If the Licensee is in default of any term of this Agreement Pioneer shall be entitled to recover from the Licensee all costs, expenses and liabilities paid or incurred in enforcing this Agreement, including reasonable attorneys fees, whether or not legal action is commenced

8.7 Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver

Leaves of Absence

Approve leave of absence without pay for Dr. Sue Tolleson Rinehart, Associate Professor of Political Science, for the period August, 1991, to August, 1992. This request is made in order that she may continue her extant research agenda by completing her political psychology study of gender and political leadership at the University of Chapel Hill, North Carolina. This additional research will be beneficial to her in the classroom and to her department.

Approve leave of absence without pay for Dr. Nan-Ting Chou, Assistant Professor of Economics, for the period September 1, 1991, through May 31, 1992. This leave is requested in order that Professor Chou can perform research for the Consumer Research Department of American Telephone and Telegraph Company in Bedminster, New Jersey.

Approve leave of absence without pay for Dr. Jerry Perkins, Professor of Political Science, from August 26, 1991, to August 25, 1992. The purpose of this request is to permit him to consult with West Georgia on development of an MPA program and related grant activity and to finish work on several manuscripts.

Faculty Development Leaves

Approve faculty development leave with salary for Dr. Calvin Barnes, Department of Geosciences, from September 1, 1991 to January 15, 1992, to collaborate with Dr. Tore Prestvik at the Norwegian Institute of Technology on a geochemical study of granitic rocks in northern Norway, and to compare them to granitic samples from the Pacific Northwest.

Approve faculty development leave with salary for Dr. Michael Bobo, Department of Health, Physical Education, Recreation and Dance, from January 15, 1992 to May 31, 1992, for the purpose of working full time in a cardiac rehabilitation facility where experience will be gained in Phase I, II, III and IV cardiac rehabilitation as well as other aspects of diagnostic testing. The work is required as a component of the ACSM Program Director Certification.

Approve faculty development leave with salary for Professor Rick Dingus, Department of Art, from September 1, 1991 to January 15, 1992, to work on the Navajo Reservation under the direction of a Navajo oral history specialist to photograph Navajo sacred places and work with Navajo high school students to teach them photography. Images will be exhibited and published.

Approve faculty development leave with salary for Dr. Don E. Ethridge, Department of Agricultural Economics, from September 1, 1991 to January 15, 1992, for the purpose of writing a text/reference book on research methodology in economics which addresses both the philosophical and procedural dimensions of the subject. Results will be used for instructional purposes by graduate and advanced undergraduate students at Texas Tech.

Approve faculty development leave with salary for Dr. Don W. Finn, Area of Accounting, College of Business Administration, from January 15, 1992, to May 31, 1992, for the purpose of completing research projects associated with the study of professional conflict and professional ethics within the accounting profession. Results of the study will provide evidence in the nature and extent of ethical behavior and professional conflict which exists in the accounting profession.

Approve faculty development leave with salary for Dr. George Q. Flynn, Department of History, from January 15, 1992 to May 31, 1992, for the purpose of beginning research of comparative history of conscription. The book-length study will focus on how the major Western democracies, England, France and the United States, coped with the problem of mobilizing mass manpower for war in the 20th Century.

Approve faculty development leave with salary for Dr. David S. Gilliam, Department of Mathematics, from January 15, 1992 to May 31, 1992, to complete unfinished ongoing work and enhance and expand a research effort concerning the control of nonlinear distributed parameter systems.

Approve faculty development leave with salary for Dr. Margarette Harden, Department of Food and Nutrition, from September 1, 1991 to January 15, 1992, in order to establish a College of Home Economics Archives at Texas Tech University by collecting and organizing all existing publications and records of information portraying the historical progress of Home Economics since beginning in 1925.

Approve faculty development leave with salary for Dr. Kathleen Hennessey, ISQS, from September 1, 1991 to January 15, 1992, for the purpose of analyzing the outcome of the automated visual inspection project, to conduct seminars and workshops, and to edit the project's working papers for submission for publication.

Approve faculty development leave with salary for Dr. Meredith McClain, Department of Germanic and Slavic Languages, from September 1, 1991 to January 15, 1992, to research the German heritage of the Llano Estacado and to begin a draft of a book on the subject, as well as to research in Germany the political implications which have been revealed with the freeing of East Germany.

Approve faculty development leave with half salary for Dr. John R. Muma, Department of Speech and Hearing Science, from September 1, 1991 to May 31, 1992, for the purpose of completing a textbook entitled, "*Language: Assessment-Intervention.*" The book should bring national recognition to the University and the state.

Approve faculty development leave with salary for Dr. Daniel Nathan, Department of Philosophy, from September 1, 1991 to January 15, 1992, to study constitutional interpretation at Dartmouth College as a Fellow. Study will focus on the role of Framers' Intent in correct interpretation of the Constitution, and how the issue can be illuminated by parallel concerns in aesthetic, especially literary interpretation.

Approve faculty development leave with salary for Dr. Richard Redington, Department of Chemistry and Biochemistry, from January 15, 1992 to May 31, 1992, to serve as Visiting Scientist in the Chemistry Department at MIT performing research on molecular tunneling dynamics. Research articles and experiments will accelerate the establishment of new research laser laboratory at Texas Tech.

Approve faculty development leave with salary for Dr. David Troyansky, Department of History, from January 15, 1992 to May 31, 1992, to work on archival and library sources in Paris and Amiens, France on a research project. Project will result in a series of articles, culminating in a book.

Approve faculty development leave with salary for Dr. Diane S. Woods, Department of Classical and Romance Languages, from January 15, 1992 to May 31, 1992, in order to complete a monograph on the sixteenth-century French writer Helisenne de Crenne, update research in terms of modern critical theory and study all four of her books.

NO	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
BOARD RATIFICATION:					
-----					
AUXILIARY FUNDS					
-----					
NE3069	Pyramid Plaza Operations	\$ 100,000	\$ 0	\$ 100,000	Increase from reserve for tenant finish out
SUBTOTAL, AUXILIARY FUNDS		\$ 100,000	\$ 0	\$ 100,000	
TOTAL BOARD RATIFICATION		\$ 100,000	\$ 0	\$ 100,000	

TEXAS TECH UNIVERSITY

Holiday Schedule for 1991-92

<u>1991</u>	<u>Day of Week</u>	<u>Holiday</u>
September 2	Monday	Labor Day
November 28	Thursday	Thanksgiving Day
November 29	Friday	Thanksgiving Holiday
December 23	Monday	Christmas Holiday
December 24	Tuesday	Christmas Holiday
December 25	Wednesday	Christmas Day
December 26	Thursday	Christmas Holiday
December 27	Friday	Christmas Holiday
December 30	Monday	Christmas Holiday
December 31	Tuesday	Christmas Holiday
<u>1992</u>		
January 1	Wednesday	New Year's Day
March 19	Thursday	Spring Break
March 20	Friday	Spring Break
May 25	Monday	Memorial Day

- a. To approve official travel reimbursement from State appropriations and all other funds for officers and employees of Texas Tech University provided that the purpose of the travel and the reimbursement for such are in accordance with State travel regulations, other statutory requirements, or other action promulgated by this Board, effective March 15, 1991, and to continue until such time as they are separated from the University or assigned other responsibilities:

Joel Nichols, Accountant  
Jimmy Rodriguez, Accountant.

Board Minutes  
March 15, 1991  
Attachment No. M15  
Item M83

- b. For approval and payment of all accounts covering expenditures for state-appropriated funds and all other University-controlled funds, effective March 15, 1991, and to continue until such time as they are separated from the University or assigned other responsibilities:

Joel Nichols, Accountant  
Jimmy Rodriguez, Accountant.

TRAFFIC AND PARKING REGULATIONS  
1991- 1992

I. Introduction

These regulations are established by Texas Tech University and Texas Tech University Health Sciences Center to facilitate the safe and orderly conduct of business and to provide parking space as conveniently as possible within the limits of space available. Operating a motor vehicle on campus is a privilege and is conditioned, in part, on complying with these rules and regulations.

II. Applicability of State General and Criminal Laws

Article 51.201 of the Texas Education Code provides that: "All the general and criminal laws of the state are declared to be in full force and effect within the areas under the control and jurisdiction of the state institutions of higher education of this state."

III. Authority of Board of Regents to Make Rules and Regulations

Article 51.202 of the Texas Education Code provides as follows: "Rules and Regulations: Penalty--

- A. The governing board of each state institution of higher education, including public junior colleges, may promulgate rules and regulations for the safety and welfare of students, employees, and property, and other rules and regulations it may deem necessary to carry out the provisions of this subchapter and the governance of the institution, providing for the operation and parking of vehicles on the grounds, streets, drives, alleys, and any other institutional property under its control including, but not limited to, the following:
1. limiting the rate of speed;
  2. assigning parking spaces and designating parking areas and their use and assessing a charge for parking;
  3. prohibiting parking as it deems necessary;
  4. removing vehicles parked in violation of institutional rules and regulations or law at the expense of the violator; and,
  5. instituting a system of registration for vehicle identification including a reasonable charge.
- B. A person who violates any provision of this subchapter or any rule or regulation promulgated under the authority of this subchapter is guilty of a misdemeanor and on conviction is punishable by a fine of not more than \$200."

IV. General Regulations for Traffic and Parking

- A. The University and the Health Sciences Center make every effort to provide protection for vehicles parking on campus, but cannot assume responsibility for any loss.
- B. The person to whom a vehicle is registered with the University or the Health Sciences Center maintains non-transferable parking privileges and is responsible for all violations of the parking rules. If a vehicle is not registered with the University or the Health Sciences Center, and a family member is a currently enrolled student, it shall be presumed that the student is the operator of the vehicle and is responsible for all violations of the parking rules and therefore subject to all University traffic rules, policies, and penalties associated with monetary obligations owing the University.
- C. Pedestrians in crosswalks will be given the right-of-way at all times.
- D. Speed limits on campus are radar enforced.
- E. No person shall drive, cause or permit a vehicle to be driven on the campus of the University or the Health Sciences Center at a speed greater than is reasonable and prudent under the circumstances then existing, but any speed in excess of the limits herein specified shall be prima facie evidence that the speed is not reasonable and prudent and that it is unlawful:
1. Twenty miles per hour on the campus, unless otherwise posted.
  2. Where any street, drive or roadway, or portion thereof, reveals a faster speed than 20 miles per hour is lawful, a speed in excess of the posted speed limit shall be prima facie evidence that the speed is not reasonable and prudent and that it is unlawful.
  3. Ten miles per hour on any parking lot on the campus.
- F. The campus is defined as all lands owned by the University and the Health Sciences Center. ~~within the City of Lubbock, Texas:~~ This area is restricted for use as described in these regulations. Any vehicle in violation of the regulations or not having a valid Texas Tech University or Texas Tech University Health Sciences Center parking permit will be issued a campus citation.
- G. These regulations apply to all persons who operate vehicles on campus.
- H. The Director of University Police Services, the Health Sciences Center Director of Police, and the Manager of Traffic and Parking Services are responsible for the enforcement and implementation of these regulations and shall use their judgment in their interpretation.

V. Vehicle Registration

- A. In order to operate or benefit from the use of a vehicle on campus, each member of the University or Health Sciences Center community must obtain, in his or her name, a vehicle registration permit. No person may register a vehicle in his or her name which belongs to another student, faculty, or staff member. Operation of a vehicle without a permit is a violation of the Student Affairs Handbook and University policy.
- B. Students are required to register each motor vehicle to be operated on campus at the time they register for school or at the time they commence operating a vehicle on campus.
- C. Faculty and staff are required to register their vehicles on or before the date they commence operating a vehicle on campus.
- D. Faculty and staff, whose dependents are students, may allow those dependents to register a commonly operated vehicle for a student permit in addition to the reserved permit. If the faculty or staff member has two vehicles registered, and if both vehicles are on campus at the same time, the vehicle with the student permit must be parked in the designated student parking area and not in either the faculty or staff member's reserved space or in the time limit areas on campus.
- E. Any person giving false information is subject to appropriate disciplinary action and revocation of parking privileges.
- F. Transferrable permits will be issued for all area reserved parking lots.
- G. With the exception of transferrable permits, all parking permits must be permanently affixed to the front windshield in the lower corner of the driver's side (immediately above or adjacent to the Texas Inspection sticker). All permits are selfadhering and application in any other manner will subject the vehicle to ticketing. Vehicle registration is not complete until the permit is properly and completely affixed to the vehicle of record. All outdated University and Health Sciences Center parking permits must be removed from the vehicle(s) prior to installation of the current year permit.
- H. Replacement permits will be issued when identifiable remnants of the permit or proof of loss or destruction of the permit are provided. A fee of ~~\$1.00~~ \$2.00 will be charged for each replacement permit.
- I. Faculty and staff who hold reserved parking permits may obtain one duplicate permit at no additional charge. One additional permits will be \$1.00 each may be purchased for \$2.00. Duplicate permits do not allow for more than one vehicle to be on campus during the reserved period.

- J. Faculty and staff who hold Health Sciences Center reserved parking permits may park on the main campus in Visitor and Time Limit spaces. University reserved permits will be honored in Health Sciences Center Patient and Visitor parking spaces. Parking is restricted to use for official business only.
- K. Upon termination of employment with the University or the Health Sciences Center, an employee's parking privileges are cancelled. If the decal(s) is returned to the Office of Traffic and Parking Services, the refund in effect at the time it is returned will be issued.

VI. Types of Parking Permits (See Map for Areas)

- A. Reserved space permits are issued to full-time faculty and staff and part-time faculty and staff not enrolled as students as space is available. Any space remaining after the needs of the faculty and staff are met will be available for assignment to part-time instructors, graduate teaching assistants, and graduate research assistants who hold contracts for one-half time or more. Such assignments may be revoked as necessary to accommodate regular faculty and staff requirements. Nine-month parking permits will not be issued to staff members holding twelve-month appointments.
  - 1. The permit will contain the lot and space number assigned to the registrant. The space is reserved from 7:30 a.m. to 5:30 p.m., Monday through Friday, during the long academic session. During the summer sessions, hours are from 7:30 a.m. to 3:30 p.m., Monday through Friday, on the University campus. The Health Sciences Center hours are from 6:30 a.m. to 5:30 p.m., Monday through Friday, year-round.
  - 2. In certain designated reserved lots, a limited number of parking spaces are reserved after 5:30 p.m., Monday through Friday, for use by any reserved permit holder.
  - 3. Access to the campus during the hours that parking spaces are reserved is restricted to vehicles with reserved space parking permits and visitors.
  - 4. Certain residence halls staff living in the residence halls will be sold parking spaces that are reserved 24 hours daily.
- B. Reserved area permits (R-18)-~~are issued to Physical Plant staff~~ are available to qualified faculty and staff in certain designated parking lots.
- C. Residence hall parking spaces are reserved for respective residence hall parking permit holders from 7:30 a.m. to 5:30 p.m., Monday through Friday. The owner of a residence hall parking permit should use the residence hall overflow lot (RH7) (Z7) or the commuter lots when space is not available in the dorm parking lot. Vehicles which cannot be accommodated in the residence halls lot

will be issued a permit for the residence hall overflow lot until the residence hall lot has available space. A student changing residence halls or moving off campus must exchange his permit at the Traffic and Parking Office.

- D. Commuter permits will be issued for vehicles belonging to students residing off campus.
1. Parking is available in commuter lots around the periphery of the campus.
  2. When not in use for programs and events, the Auditorium/Coliseum lot, which is leased from the City of Lubbock, will also be available.
  3. Commuter parking east of Jones Stadium is available at all times except the day of home football games.
  4. Commuter parking in the north section of the C1 parking lot, west of aisle "C", is prohibited on days of home basketball games beginning two hours prior to game time.
- E. Persons with physical disabilities will be issued handicapped parking permits to assist them in building access. On the University campus, approval for the issuance of handicapped parking permits is granted ~~disability-will-be-determined~~ by Disabled Student Services in the Dean of Students Office in conjunction with Student Health medical consultants. Sufficient documentation of disability must be provided to the Dean of Students Office. Limited parking space necessitates restriction of permits to those most seriously handicapped. On the Health Sciences Center campus, approval for the issuance of handicapped parking permits is granted with proper documentation from the individual's personal physician in conjunction with Student Health.
1. Persons with disabilities identified as most severe will be provided parking permits to enable them to park in areas designated for the handicapped. These handicapped areas are reserved 24 hours daily.
  2. Persons with disabilities identified as less severe will be accommodated with available parking in proximity to their need.
  3.  Holders of handicapped parking permits are reminded that their permit is valid only for the handicapped spaces owned or otherwise under the control of Texas Tech University and/or the Health Sciences Center and that it does not authorize parking in any other handicapped parking areas.
- F. Motorcycle permits will be sold to allow parking of motorcycles or mopeds in designated two-wheel areas. Bicycle racks are not considered to be two-wheel areas. Permits must be permanently affixed to the top of the front headlight, front fender, or shock absorbers. Motorcycles are not permitted on the interior of the

campus unless registered by a faculty or staff member who parks in a reserved parking space.

- G. Temporary permits will be issued for ~~\$1-00~~ \$2.00 per week for area parking and ~~\$2-00~~ \$3.00 per week for reserved parking. Temporary permits are not refundable.
- H. Students attending summer school who have a valid summer school permit may utilize residence hall parking not in use during summer sessions; however, time limit and reserved areas continue to be enforced.
- I. Students bringing a new vehicle on campus when the Traffic and Parking Office is closed are to report to the University Police where a temporary one-day permit will be issued. This permit will allow students sufficient time to register their new vehicle in accordance with these regulations.
- J. Inoperable vehicles are to be reported to University Police Services or the Health Sciences Center Police. Operators should identify their problem immediately and follow the instructions given.

#### VII. Visitor and Time Limit

- A. Visitors are welcome to the campus and special parking areas are set aside for them. Visitor passes are required throughout the University campus during the hours of 7:30 a.m. to 5:30 p.m., and at the Health Sciences Center from 6:30 a.m. to 5:30 p.m., Monday through Friday, excluding University holidays. Visitor passes may be obtained at any entry station.
  - 1. A visitor is defined as an individual with no official connection with Texas Tech University or Texas Tech University Health Sciences Center as a student, faculty, or staff member.
  - 2. Visitors' vehicles parked in areas not designated for visitor parking are subject to receiving a campus citation and being towed and impounded at the owner's expense.
  - 3. Use of outdated or altered visitors dash passes is prohibited.
- B. Time limit parking areas are designated as such and are enforced from 7:30 a.m. to 5:30 p.m. on the University campus and from 7:00 a.m. to 5:30 p.m. at the Health Sciences Center, Monday through Friday, unless otherwise posted.

VIII. Texas Tech Bookstore

Time limit parking is available for Texas Tech Bookstore patrons. Individuals may enter the campus at University Avenue and 15th Street and proceed directly to the lots adjacent to the Bookstore. Parking is limited to 30 minutes.

IX. Motorcycles, Mopeds, and Bicycles

- A. In the State of Texas, motorcycles, mopeds, and bicycles are subject to the same rules and regulations as automobiles. Operators are subject to a moving violation, to be adjudicated in a court of competent jurisdiction as provided in the Texas Education Code, Article 51.208, for failing to comply with the Official Texas Motor Vehicle Laws and these Regulations.
- B. Motorcycles and mopeds must be parked in areas designated for parking of such vehicles. Motorcycles and mopeds are not permitted to park in time limit areas EXCEPT in the Bookstore lot immediately west of the Bookstore.
- C. Bicycles should be parked in racks whenever available. Use of shrubs, trees, or any architectural structures to secure bicycles may result in the bicycles being impounded by University Police Services or the Health Sciences Center Police at the owner's expense.
- D. Bicycles abandoned and impounded will be charged a storage fee of \$2.50 per week commencing 72 hours after impoundment. The maximum storage fee to be charged is \$10.00 per month.
- E. No person shall operate a bicycle upon a sidewalk or sidewalk area.
- F. Bicycle registration is conducted free of charge, 24 hours a day, at University Police Services.
- G. Bicycles are not permitted in University or Health Sciences Center buildings. Any bicycle found in a building will be impounded by the University Police at the owner's expense.

X. Rules and Regulations

- A. Parking is governed by markers and traffic signs. Parking is permitted only in areas clearly identified for parking. A valid parking space is defined as an area designated on three sides by lines and/or posts, curbs, or other types of barriers.
- B. The absence of "No Parking" signs does not imply that parking is allowed. Street parking is prohibited except where signs indicate parking is permitted.

C. The following illegal parking acts may result in a citation being issued:

1. Parking in non-designated areas.
2. Parking permit not properly installed.
3. Parking permit on vehicle other than authorized.
4. Falsifying, reproducing or altering parking permit.
5. Parking in a no parking zone.
6. Parking in service drives or access drives to parking lots.
7. Unauthorized parking in reserved parking lots.
8. Obstructing traffic, street, sidewalk, crosswalk, driveway, trash container, building entrance or exit.
9. Parking overtime in a time limit zone.
10. Parking in a striped zone.
11. Parking a vehicle with any part thereof extending across a line.
12. Parking in 24-hour reserved zones without proper permit.
13. Parking on wrong side of street facing oncoming traffic.
14. Parking without a valid permit.
15. Parking in a tow-away zone.
16. Parking in a handicap zone without a handicap permit.
17. Other parking violations as defined on the face of the citation.

D. Students in possession of a lost, stolen, altered, or reproduced parking permit will be towed on sight and referred to the Dean of Students Office for disciplinary action. All parking privileges may be revoked for the remainder of the academic year.

E. Moving Violations

1. All the general and criminal laws of the state are declared to be in full force and effect within the areas under the control and jurisdiction of the state institutions of higher education of this state, Article 51.201, Texas Education Code. All violations as set forth above may be adjudicated in a court of competent jurisdiction as provided in the Texas Education Code, Article 51.208.
2. All violations as set forth in ordinances enacted by the City of Lubbock, Texas, may be adjudicated in Municipal Court, 10th Street and Avenue J, Lubbock, Texas.
3. It shall be unlawful for any person to drive, operate, push, park, or leave standing a motor vehicle on any area of the campus not designated for driving such a motor vehicle.
4. It shall be unlawful for any person to drive by, through or beyond a barricade or roadblock that is lawfully erected.
5. No person shall willfully fail or refuse to comply with any lawful order or direction of any police officer invested by law with authority to direct, control, or regulate traffic.

XI. Resolving Citations

- A. Citations for other than handicapped parking violations may be resolved in one of the following ways:
1. Pay a \$10.00 reinstatement fee for each citation. If payment is not received within ten calendar days, a \$5.00 late charge will be assessed.
  2. Voluntarily surrender a valid parking permit to the Traffic and Parking Office and request to lose all privileges of parking on campus for a period of 30 days for each citation, provided ample time remains and the permit would not have expired. Upon completion of the surrender period, the permit will be replaced for a ~~\$1.00~~ \$2.00 fee. Only citations bearing the individual's permit number may be resolved in this manner. Revoked permits may not be surrendered to resolve citations.
  3. Appeal the citation in writing, within ten calendar days of the alleged violation, to the appropriate Traffic and Parking Office.
- B. Citations for illegally parking in a handicapped parking space may be resolved as follows:
1. Pay a \$50.00 service fee for each citation. If payment is not received within ten calendar days, a \$5.00 late charge will be assessed.
  2. Voluntary surrender of a valid parking permit cannot be used to resolve the citation.
  3. Appeal the citation within ten calendar days of the alleged violation to the appropriate Traffic and Parking Office.
- C. The Executive Vice President and Provost shall provide an equitable and efficient appeals process through the establishment of the Parking Violation Appeals and Parking Policy Advisory Committee. Written appeals will be provided to the Appeals Committee by the Manager of Traffic and Parking Services when there is a significant dispute over facts or major extenuating circumstances.
- D. After a period of 20 days from the date of issuance of the citation or from the date of final determination of an appealed citation, citations not resolved in the Traffic and Parking Office will be overdue. Overdue citations will subject the permit holder's vehicle(s) to towing and removal of the parking permit(s). Overdue citation(s) may result in restriction of subsequent academic registration or other services and withholding of a student's transcript at Texas Tech University and Texas Tech University Health Sciences Center until such time as the obligation is satisfied. Parking and other these restricted services may be restored when all overdue citations have been resolved. At the discretion of the University and the Health Sciences Center, overdue citations may be adjudicated in a court of competent jurisdiction in accordance with Article 51.208 of the Texas Education Code.

- E. Notice of violation for vehicles without permits and returned notices of violation will be sent to the address on file with the Texas Department of Highways, Motor Vehicle Division.
- F. Six valid violations of the Traffic and Parking Regulations within the academic year may result in the revocation of the individual's parking privileges for a period of 90 days. If, at the end of the 90 days the individual's parking privileges are restored, a single violation of the Regulations will result in permanent revocation for the academic year.
  - 1. All service fees must be paid before any parking privileges are restored.
  - 2. The reinstatement waiting period shall commence with the return of the parking permit(s) to the Traffic and Parking Office.

## XII. Towing and/or Impounding Vehicles

- A. The following violations may subject a vehicle to towing and/or impounding:
  - 1. Parking in non-designated areas.
  - 2. Parking permit on vehicle other than authorized.
  - 3. Falsifying, reproducing or altering parking permit.
  - 4. Parking in a no parking zone.
  - 5. Parking in service drives or access drives to parking lots.
  - 6. Unauthorized parking in reserved parking lots.
  - 7. Obstructing traffic, street, sidewalk, crosswalk, driveway, trash container, building entrance or exit.
  - 8. Parking overtime in a time limit zone.
  - 9. Parking in a striped zone.
  - 10. Parking a vehicle with any part thereof extending across a line.
  - 11. Parking in 24-hour reserved zones without proper permit.
  - 12. Parking without a valid permit.
  - 13. Parking in a tow-away zone.
  - 14. Parking in a handicap zone without a handicap permit.
  - 15. Parking on the turf, sidewalk, or non-designated parking zone.
  - 16. Abandoning vehicles on the University or Health Sciences Center campus.
  - 17. Overdue citations.
  - 18. Parking on campus while parking privileges are suspended.
  - 19. Other parking violations as defined on the face of the citation.
- B. When a vehicle has been towed, it will be necessary for the operator of the vehicle to contact University Police Services or the Health Sciences Center Police for release. Prior to the release of the towed vehicle, all outstanding citations shall be paid or satisfactory arrangements for payment of citations shall be made through the Traffic and Parking Services Office.

1. The normal towing fee is \$30.00. THE TOWING FEE DOES NOT INCLUDE THE COST OF THE CITATION. Some towing fees may be higher, depending on the vehicle towed and the towing service used.
  2. Vehicles towed and impounded will be charged storage at the rate of ~~\$3:00~~ \$5.00 per day commencing 24 hours after impoundment.
  3. The maximum storage fee to be charged is ~~\$90:00~~ \$120.00 per month.
- C. If the owner or driver of a vehicle to be towed arrives before the tow truck, the vehicle will not be towed. If the owner or driver arrives after the tow truck, and the tow truck driver has made the hook-up, the vehicle will not be towed but the driver is required to pay the tow truck driver a fee of \$15.00 (payable in a manner acceptable to the towing company) in lieu of towing.
- D. If a motor vehicle or bicycle is parked on University or Health Sciences Center property and is not moved for a period of 30 days, the University or the Health Sciences Center may deem the same to be abandoned. Abandoned motor vehicles or bicycles may be impounded and disposed of in the manner prescribed by law. This includes those vehicles which have a valid parking permit.

XIII. Parking Fees and Refunds

Rates	Faculty/Staff Reserved		Faculty/Staff Reserved		Faculty/Staff Area		Residence Halls		Residence Halls Overflow		Commuter		Two Wheeler	
	12 Months		9 Months		12 Months		9 Months		9 Months		9 Months		9 Months	
Through	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund
Sept. 30	\$82.00	\$71.15	\$61.65	\$50.60	\$43.00	\$35.40	\$46.00	\$36.90	\$38.00	\$29.75	\$32.00	\$24.40	\$9.00	\$4.00
Oct. 31	75.35	64.30	54.80	43.75	39.40	31.80	40.90	31.80	33.75	25.50	28.40	20.80	8.00	3.00
Nov. 30	68.50	57.45	47.95	36.90	35.80	28.20	35.80	26.70	29.50	21.25	24.80	17.20	7.00	2.00
Dec. 31	61.65	50.60	41.10	30.05	32.20	24.60	30.70	21.60	25.25	17.00	21.20	13.60	6.00	1.00
Jan. 31	54.80	43.75	34.25	23.20	28.60	21.00	25.60	16.50	21.00	12.75	17.60	10.00	5.00	0
Feb. 29	47.95	36.90	27.40	16.35	25.00	17.40	20.50	11.40	16.75	8.50	14.00	6.40	4.00	0
Mar. 31	41.10	30.05	20.55	9.50	21.40	13.80	15.40	6.30	12.50	4.25	10.40	2.80	3.00	0
Apr. 30	34.25	23.20	13.70	2.65	17.80	10.20	10.30	1.20	8.25	0	6.80	0	2.00	0
May 31	27.40	16.35	6.85	0	14.20	6.60	5.20	0	4.00	0	3.20	0	1.00	0
June 30	20.55	9.50			10.60	3.00								
July 31	13.70	2.65			7.00	0								
Aug. 18	6.85	0			3.40	0								

SUMMER SCHOOL SESSIONS

End of First Summer Term											\$15.00	\$6.00	\$3.00	\$1.00
July 31											10.00	1.00	1.50	0
End of Second Summer Term											5.00	0	.75	0

Refunds are based on the above schedule. Refunds will not be given unless identifiable remnants of the permit(s) are presented at the time of the refund request.

XIV. University Police Services and Health Sciences Center Police

- A. University and Health Sciences Center Police Officers are duly commissioned peace officers of the State of Texas. Upon request of an officer of University Police Services or the Health Sciences Center Police, any person on the campus is required to identify himself with proper identification.
- B. All thefts, accidents, or other offenses that occur on campus should be reported to University Police Services or the Health Sciences Center Police Department immediately. Accident reports should be made prior to moving the involved vehicles. One-vehicle accidents and inoperable vehicles must also be promptly reported. Keys or valuables should not be left in a vehicle.  
ALWAYS KEEP YOUR VEHICLE LOCKED.

XV. Service Vehicle Parking

A. University Service Vehicle Parking

Faculty, staff, and students who operate Texas Tech University service vehicles on campus should become familiar with the contents of Operating Policy/Procedure 78.18. University service vehicles may be parked only in the following areas which are listed in priority order:

1. Service area or service drive must be used if the building has one.
2. Time Limit space.
3. Visitor space.
4. On-Street parking.

B. Vendor Parking

1. If service areas/drives are located adjacent to the building to be serviced, they must be used.
2. Vendor vehicles found to be blocking a street will be ticketed and towed.

C. Contractor Parking

1. Parking space for contractor vehicles will be designated by the Manager of Traffic and Parking Services or by the contracting department (i.e., Building Maintenance, Grounds Maintenance, etc.) on the University campus; at the Health Sciences Center, contractor parking will be designated by the Director of Police.
2. Contractor vehicles will display a dash pass, issued by the appropriate Traffic and Parking Office, on the dash of each vehicle which is parked on University or Health Sciences Center property.

01.01

Rules and Regulations of the Board of Regents of Texas Tech University

(14) Administrative Organization and Personnel Matters

(A) Administrative Appointments

1. The Vice Presidents, Vice Provosts, The Executive Vice President and Provost, all Vice Presidents, Vice Provosts, Dean of Schools and Colleges, Director of Intercollegiate Athletics, Head Coaches of Texas Tech University shall be appointed by the President with prior review and advice by the Board of Regents. All multiyear employment contracts, employment contract modifications and extensions shall be approved by the President with prior review and advice by the Board of Regents.

## PROVOST REPORT

March 15, 1991

1. Response to Senate Bill 111.
  - a. Difficult time, particularly for academic areas---summer impact only.
  - b. No replacement for many staff positions.
  - c. Energy savings 13%.
  - d. Academic areas: reduce 1.2%, mostly summer. Targets assigned: Deans currently considering impact.
  - e. Energy measures.
    - Set thermostats not to exceed 68 in winter and minimum of 76 in summer.
    - Set air handler unit start/stop times according to classroom schedule.
    - Program to reduce lighting and turn out lights in classrooms following last class of the day.
    - Holiday schedule for air conditioning. March 16 to 24 (spring break), March 30 to April 1 (Monday after Easter), July 4 through 7 (4th of July holiday).
    - Change workday hours during period from May 9 to September 1: 7:30 a.m. to 4:00 p.m. workday with one-half hour lunch. Air handlers shut down at 3:30 p.m.
2. Response to Potential Cuts in 1992 Budget.
  - a. Targets to deans representing 3.1% reduction for planning.
  - b. Limited replacement of staff positions.
  - c. No new positions.
3. Freeze on Foreign Travel. Thirty day approval of governor necessary even to travel on non-state or personal funds seriously curtails research in some areas.
4. Strategic Planning Update. Strategic planning is on schedule.
  - a. Matching strength with opportunities.
  - b. Identifying areas for funding enhancement.  
Investment/Return.
  - c. Strategic directions of University---Goals, objectives, strategies.
  - d. Next step---involve Board of Regents.

5. Two Dean Searches Ongoing.

- Architecture---interviews complete. Meet with committee soon.
- Arts and Sciences---report due any day; candidates invited for visit in April.

6. Freshman Enrollment. Applications down 7%; Freshmen down 11%; Transfers down 18%; Former Tech readmission, overall down 8%. Admissions down 19%.

Probationary Students Ineligible for Fall

<u>1989</u>	<u>1990</u>	<u>1991</u>
224	666	1,319

Students Selecting Summer Option

<u>1989</u>	<u>1990</u>	<u>1991</u>
49	119	173

Percentage Selecting Summer Option

<u>1989</u>	<u>1990</u>	<u>1991</u>
21%	18%	13%

Students Not Selecting the Summer Option

<u>1989</u>	<u>1990</u>	<u>1991</u>
175	547	1,146

Letters sent to probationary students explaining options.

Decision to close residence hall.

7. Report of Faculty Senate ad hoc Committee on State of Teaching at Texas Tech University.

- Three levels of recommendations---central administration, colleges and departments, professors. Recommendations now under review with response to be submitted soon.

RESOLUTION

GERALD MYERS

WHEREAS, Coach Gerald Myers graduated from Texas Tech University in 1959 with a degree in secondary education and since that time maintained closest of ties and allegiance to his alma mater, and

WHEREAS, he began his basketball coaching career at other institutions but returned to Texas Tech at the earliest opportunity as an assistant basketball coach and then progressed to a period of twenty and a half years as head coach, and

WHEREAS, his tenure as coach was highlighted by winning the Southwest Athletic Conference championship twice, winning the Conference tournament three times, reaching the post-season playoffs five times, and being elected Conference Coach of the Year five times by his head coach colleagues in the Conference, and

WHEREAS, Coach Myers, a star of the Texas Tech basketball team during his student days, was the first Texas Tech athlete in any sport to be named in 1958 an All-Southwest Conference performer, and, as the Texas Tech Coach had 15 winning seasons and became the second winningest coach in career victories in Southwest Conference history, and

WHEREAS, Coach Myers demonstrated the highest standards of personal and professional qualities, thus serving as a model for his colleagues as well as the athletes he coached, and thereby reflecting favorably upon the University,

NOW THEREFORE BE IT RESOLVED, that the Board of Regents of Texas Tech University recognize the achievements and noteworthy performance of Coach Myers, and his many years of devoted service, and express publicly its appreciation for his significant contributions to the University, and

BE IT FURTHER RESOLVED, that this resolution be spread upon the minutes of this meeting and a copy delivered to Coach Gerald Myers.

Texas Tech University  
March 15, 1991

By \_\_\_\_\_  
Alan B. White, Chairman

TEXAS TECH UNIVERSITY  
Lubbock, Texas

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TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Professorial Appointments  
December 1, 1990, through February 28, 1991

1.

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Abramowitz, Kenneth F. Visiting Asst. Professor	Business Administration	01/16/91-05/31/91
Owen, Robert D. Assistant Professor	Biological Sciences	09/01/91-05/31/92
Staley, Rosalie Duban Visiting Asst. Professor	Art	01/16/91-05/31/91

TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Professorial  
Resignations and/or Terminations  
December 1, 1990, through February 28, 1991

2.

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Doerfert, David L. Assistant Professor	Agricultural Education & Mechanization	01/15/91
George, Clay E. Professor	Psychology	01/31/91
Mires, Raymond W. Professor	Physics	08/31/91
Sexton, Kelly J. Visiting Asst. Professor	Biological Sciences	01/15/91
Sites, Robert W. Assistant Professor	Agronomy, Horticulture & Entomology	01/15/91
Zack, Maria Assistant Professor	Mathematics	01/15/91

TEXAS TECH UNIVERSITY

BUDGET ADJUSTMENTS OF \$100,000 OR MORE FOR  
SUPPLEMENTAL AWARDS OR RENEWALS OF RESEARCH  
AND OTHER SPONSORED PROJECTS

3. DECEMBER 1, 1990 THROUGH JANUARY 31, 1991

Project Activity	Amount	Source of Funds
Geologic and Hydrologic Site Characterization of the Pantex Plant	\$ 183,902	University of Texas at Austin Bureau of Economic Geology
Exterior and Aerodynamic Design	\$ 107,900	Ford North American Design, Aerodynamics Department Design Center
TOTAL	<u>\$ 291,802</u>	

4. a.

SUMMARY  
January, 1991

Texas Tech University  
Texas Tech University Foundation  
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
January, 1991	669	\$355,024.27	76	\$14,171.12	0	\$0.00	745	\$369,195.39
January, 1990	441	\$310,571.06	80	\$93,539.42	2	\$3,000.00	523	\$407,110.48
CUMULATIVE:								
September 1, 1990 Through January 31, 1991	4183	\$2,376,625.96	462	\$584,874.60	20	\$59,110.70	4665	\$3,020,611.26
September 1, 1989 Through January 31, 1990	4943	\$2,103,419.46	603	\$835,417.23	20	\$189,066.33	5566	\$3,127,903.02

\*This category includes the estimated value of books, equipment, etc. received as Gifts and Bequests.

4. b.

SUMMARY  
January, 1991

Texas Tech University  
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
January, 1991	347	\$265,200.74	34	\$5,062.67	0	\$0.00	381	\$270,263.41
January, 1990	280	\$254,995.45	47	\$44,908.63	2	\$3,000.00	329	\$302,904.08
CUMULATIVE:								
September 1, 1990 Through January 31, 1991	2588	\$1,540,509.18	174	\$249,507.43	20	\$59,110.70	2782	\$1,849,127.31
September 1, 1989 Through January 31, 1990	3715	\$1,603,893.77	264	\$331,927.28	19	\$147,065.44	3998	\$2,082,886.49

\*This category includes the estimated value of books, equipment, etc. received as Gifts and Bequests.

MONTHLY AND CUMULATIVE  
 VOLUNTARY SUPPORT BY SOURCE

Texas Tech University  
 Prepared February 4, 1991

January  
 Month

1990-91  
 Fiscal Year

<u>SOURCE</u>	<u>RECEIPTS FOR MONTH</u>	<u>RECEIPTS TO DATE THIS FISCAL YEAR</u>	<u>RECEIPTS TO DATE LAST FISCAL YEAR</u>
1. ALUMNI INDIVIDUALS			
A. General	\$3,692.50	\$71,018.68	\$131,046.13
B. Trusts & Bequests	0.00	25.00	0.00
Sub Total	\$3,692.50	\$71,043.68	\$131,046.13
2. NON-ALUMNI INDIVIDUALS			
A. General	\$26,902.42	\$607,430.62	\$331,583.03
B. Trusts & Bequests	0.00	25,521.65	16,448.07
Sub Total	\$26,902.42	\$632,952.27	\$348,031.10
3. CORPORATIONS			
A. Grants	\$78,680.49	\$515,125.36	\$1,143,691.15
B. Matching Gifts	1,965.00	12,565.00	12,439.00
Sub Total	\$80,645.49	\$527,690.36	\$1,156,130.15
4. FOUNDATIONS			
A. Grants	\$148,470.00	\$569,214.00	\$416,092.00
B. Matching Gifts	6,040.00	43,714.00	29,337.11
Sub Total	\$154,510.00	\$612,928.00	\$445,429.11
5. OTHER	\$4,513.00	\$4,513.00	\$2,250.00
GRAND TOTAL ALL RECEIPTS	\$270,263.41	\$1,849,127.31	\$2,082,886.49

Texas Tech University  
MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT  
January, 1991

Board Minutes  
March 15, 1991  
Page 7

<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	0	20,050.00
2. Academic Divisions	47,497.99	314,903.33
3. Faculty Development	0	20,200.00
4. Research	12,800.00	368,604.24
5 a. Friends of the Library	0	125.00
b. KTXT-TV	6,759.00	46,645.75
c. Ex-Students Association	1,030.00	35,355.50
d. Southwest Collection	10.00	3,245.00
e. Museum	86,100.00	291,323.22
f. Ranching Heritage Center	36.95	2,417.83
g. Red Raider Club	0	175.00
h. Moms and Dads Association	0	14,450.00
i. Law School Foundation	223.80	603.80
j. Presidents Council	1,750.00	2,450.00
6. Student Financial Aid	71,548.00	232,103.66
7. Other Purposes	29,440.00	130,577.85
8. Matching Gifts	8,005.00	57,279.00
9 a. Endowment Chairs	0	51,601.00
b. Endowed Professorships	597.67	797.67
c. Endowed Scholarships	3,665.00	194,333.76
d. Endowed Programs	800.00	2,775.00
10a. GIK Equipment	0	21,727.95
b. GIK Buildings	0	0
c. GIK Land	0	0
d. GIK Mineral Interests	0	1.00
e. GIK Other	0	37,381.75
<u>SUBTOTAL:</u>	\$270,263.41	\$1,849,127.31
11. Rents, Interest, Dividends, etc.	0	0
<u>TOTAL:</u>	\$270,263.41	\$1,849,127.31

4. c.

SUMMARY  
January, 1991

Texas Tech University Foundation  
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
January, 1991	322	\$89,823.53	42	\$9,108.45	0	\$0.00	364	\$98,931.98
January, 1990	161	\$55,575.61	33	\$48,630.79	0	\$0.00	194	\$104,206.40
CUMULATIVE:								
September 1, 1990 Through January 31, 1991	1595	\$836,116.78	288	\$335,367.17	0	\$0.00	1883	\$1,171,483.95
September 1, 1989 Through January 31, 1990	1228	\$499,525.69	339	\$503,489.95	1	\$42,000.89	1568	\$1,045,016.53

\*This category includes the estimated value of books, equipment, etc. received as Gifts and Bequests.

MONTHLY AND CUMULATIVE  
 VOLUNTARY SUPPORT BY SOURCE

Texas Tech University Foundation  
 Prepared February 4, 1991

January  
 Month

1990-91  
 Fiscal Year

<u>SOURCE</u>	<u>RECEIPTS FOR MONTH</u>	<u>RECEIPTS TO DATE THIS FISCAL YEAR</u>	<u>RECEIPTS TO DATE LAST FISCAL YEAR</u>
1. ALUMNI INDIVIDUALS			
A. General	\$11,055.03	\$94,970.53	\$55,755.00
B. Trusts & Bequests	0.00	0.00	0.00
Sub Total	\$11,055.03	\$94,970.53	\$55,755.00
2. NON-ALUMNI INDIVIDUALS			
A. General	\$29,220.25	\$431,537.09	\$362,804.64
B. Trusts & Bequests	0.00	22,500.00	79,117.03
Sub Total	\$29,220.25	\$454,037.09	\$441,921.67
3. CORPORATIONS			
A. Grants	\$22,982.70	\$361,199.83	\$229,459.10
B. Matching Gifts	360.00	8,260.00	9,192.00
Sub Total	\$23,342.70	\$369,459.83	\$238,651.10
4. FOUNDATIONS			
A. Grants	\$34,954.00	\$232,108.00	\$279,162.00
B. Matching Gifts	360.00	20,908.50	24,633.00
Sub Total	\$35,314.00	\$253,016.50	\$303,795.00
5. OTHER	\$0.00	\$0.00	\$4,893.76
GRAND TOTAL ALL RECEIPTS	\$98,931.98	\$1,171,483.95	\$1,045,016.53

Texas Tech University Foundation  
 MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT  
 January, 1991

<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	0	6,600.00
2. Academic Divisions	14,018.53	202,270.05
3. Faculty Development	0	0
4. Research	34,954.00	116,954.00
5 a. Friends of the Library	240.00	4,005.00
b. KTXT-TV	0	850.00
c. Ex-Students Association	40.00	7,564.79
d. Southwest Collection	0	2,460.00
e. Museum	0	5,600.00
f. Ranching Heritage Center	0	0
g. Red Raider Club	0	1,250.00
h. Moms and Dads Association	365.00	540.00
i. Law School Foundation	0	0
j. Presidents Council	21,650.00	122,365.00
6. Student Financial Aid	15,276.00	80,703.39
7. Other Purposes	2,560.00	255,786.05
8. Matching Gifts	720.00	29,168.50
9 a. Endowment Chairs	25.00	25.00
b. Endowed Professorships	615.75	24,615.75
c. Endowed Scholarships	8,367.70	302,736.04
d. Endowed Programs	100.00	7,990.38
10a. GIK Equipment	0	0
b. GIK Buildings	0	0
c. GIK Land	0	0
d. GIK Mineral Interests	0	0
e. GIK Other	0	0
<u>SUBTOTAL:</u>	\$98,931.98	\$1,171,483.95
11. Rents, Interest, Dividends, etc.	864.95	94,410.58
<u>TOTAL:</u>	\$99,796.93	\$1,265,894.53

4. d.

SUMMARY  
January, 1991

Texas Tech University  
Texas Tech University Foundation  
Grants and Bequests

Texas Tech University Health Sciences Center  
Texas Tech Medical Foundation

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
January, 1991	700	\$376,579.85	124	\$21,250.29	0	\$0.00	824	\$397,830.14
January, 1990	481	\$334,670.06	130	\$102,549.42	4	\$178,200.00	615	\$615,419.48
CUMULATIVE:								
September 1, 1990 Through January 31, 1991	4416	\$2,792,532.20	969	\$1,237,356.09	22	\$74,430.70	5407	\$4,104,318.99
September 1, 1989 Through January 31, 1990	5318	\$2,434,094.12	1130	\$902,860.71	26	\$431,054.47	6474	\$3,768,009.30

\*This category includes the estimated value of books, equipment, etc. received as Gifts and Bequests.