

TEXAS TECH UNIVERSITY
LUBBOCK, TEXAS
MINUTES OF BOARD OF REGENTS MEETINGS
1976 - 1977
VOLUME I

MINUTES OF
BOARD OF REGENTS MEETING
SEPTEMBER 30, 1976

TEXAS TECH UNIVERSITY
Lubbock, Texas

Minutes

Board of Regents Meeting
September 30, 1976

M1. The Board of Regents of Texas Tech University met in regular session on October 1, 1976 at 10:35 a.m. in the Board of Regents Suite in the Administration Building. The following Regents were present: Dr. Judson F. Williams, Chairman, Mr. Robert L. Pfluger, Vice Chairman, Mr. J. Fred Bucy, Mr. Bill E. Collins, Mr. Clint Formby, Dr. John J. Hinchey, Mr. A. J. Kemp, Jr., Mr. Charles G. Scruggs, and Mr. Don R. Workman. University officials and staff present were: Dr. Cecil Mackey, President; Dr. Glenn E. Barnett, Executive Vice President; Mr. Bill J. Parsley, Vice President for Public Affairs; Dr. Charles S. Hardwick, Vice President for Academic Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. Clyde E. Kelsey, Jr., Vice President for Development and University Relations; Mrs. Freda Pierce, Secretary of the Board; Mr. Clyde H. Westbrook, Interim Vice President for Financial Affairs for Financial Services; Dr. C. Len Ainsworth, Associate Vice President for Academic Affairs; Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies and Dean, Graduate School; Carlton B. Dodson, Resident Legal Counsel, Mr. Mike Sanders, Director for Public Affairs and Mrs. Jane H. Brandenberger, Director of University News and Publications.

Others present were: Ms. Babs Greyhosky, University Daily; Ms. Nan Burk, University Daily; Mr. Preston Lewis, Avalanche Journal; Mr. Jeff South, Avalanche Journal; Mr. Johnny Poff, KCBD - TV; Mr. Abner Euresti, KCBD - TV; Mr. Skip Watson, KSEL - Radio; Mr. Bruce Hicks, KLBK - TV; Mr. Bill Bandy, KEND - Radio; Mr. George Richie, Architect, Harwood K. Smith & Associates; Mr. Don Hase, Residence Halls Association; Ms. Belinda Slice, Residence Halls Association; Terry Wimmer, Student Association; and Danny G. Koch, student.

M2. Dr. Williams called the meeting to order and welcomed all who were present.

M3. Upon motion made by Mr. Formby, seconded by Mr. Collins, the Board by unanimous vote approved the Minutes of the special Board meeting of July 17, 1976, and the regular Board meeting of August 5, 1976.

M4. Upon motion made by Mr. Collins, seconded by Mr. Formby, the Board by unanimous vote approved administrative actions not previously acted upon by the Board, being Items 9a through 12e.

M5. Mr. Pfluger gave the report for the Committee of the Whole, and asked Dr. Mackey to make the proposals. Upon motion made by Mr. Collins, seconded by Mr. Kemp, the Board by unanimous vote approved the continuation of employment for one year to the persons listed who will have reached the age of 65 before September 1, 1976: Ms. Dorothy Arlene Smith, Clerk, Southwest Collection, and Dr. Walter T. White, Senior Lecturer, Department of Electrical Engineering.

M6. Mr. Formby gave the report for the Academic and Student Affairs Committee. The following seven items (M7 through M13) constitute action taken upon the committee recommendations.

M7. Mr. Formby made the following statement: "Almost two years ago, Dan Thornton, a great American and an ex-student of this University, announced at a banquet on this campus that the major beneficiary of his late wife's will would be Texas Tech University. Mr. Thornton served as Governor of Colorado, and many capacities in this country. The will eventually will mean well over one million dollars to this University, and is to be administered by the Board of Regents. I would like to publicly thank Wayne James of the Ex-Students Association, and Carlton Dodson, Resident Legal Counsel, for their help in regard to the will. The distribution of the funds will benefit agriculture and agricultural research, and \$100,000 will go to student scholarships and the student loan fund. This is one of the largest bequests that this University has ever received from an individual. I would like to hand this check from the Jessie Thornton Estate in the amount of \$350,000 to the President, and we should have a report at the next Board meeting as to how this will be distributed. It is significant for us to take note of this, and to publicly express our thanks." Dr. Williams commented that this is a wonderful tribute to this institution.

M8. Upon motion made by Mr. Formby, seconded by Mr. Pfluger, the Board conferred emeritus status to the individuals listed: Dr. John Henry Baumgardner, Professor of Animal Science, Mr. Terrell Barney Warren, Professor of Architecture, and Miss Willie Mae Wolfe, Associate Professor of Home Management.

M9. Dr. Mackey gave a report of the breakdown of present student enrollment, and his opinion of enrollment trends. Mr. Pfluger emphasized the importance of recruiting quality students, and Dr. Mackey responded by explaining he is working toward obtaining funds for recruiting purposes, and to coordinate efforts to attract high quality students.

M10. At Dr. Mackey's request, Dr. Knox Jones reported on the status of research funding. He also explained that negotiations are still in process on the ERDA contract for the solar energy project in Crosbyton. He also reported on the gratifying increase in graduate enrollment, and enumerated some of the positions obtained by the doctoral graduates.

M11. Mr. Bucy inquired concerning the increase in student parking fees, but no more space allocated for parking. Dr. Mackey responded by stating he had met with three student groups and talked with the staff about it, and explained that the contractors are behind schedules in paving the lots. Also, he stated, at least half of the problem is that students had the impression that the lots would be finished by fall, and there was a lack of accurate information on the schedules. In response to the cars being towed away for illegal parking, Dr. Mackey explained that he felt a tow-away policy was necessary, and that a graduated fine for repeated violations should be effective. Mr. Workman asked for a report of parking space available for students in relation to the number of students, with projections of needs versus plans. Dr. Hinchey interjected that it would be good to study the cost of level one versus level two parking due to the high cost of land.

- M12. In response to inquiries concerning students who could not be housed in the dormitories, and as a consequence were unable to enroll, Dr. Mackey stated that he would have recommendations from the housing people concerning whether it would be feasible to change the policy which now requires sophomores to live in the dorms. Dr. Hinchey requested a comparison of cost figures of living off campus and living in the dormitories.
- M13. Mr. Scruggs requested a status report on the background study of admission tests, and Mr. Formby responded by stating we should have a report at the next meeting.
- M14. Mr. Kemp gave the report for the Campus and Building Committee. The following nine items (M15 through M23) constitute action taken upon the committee recommendations.
- M15. Upon motion made by Mr. Kemp, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: RESOLVED, that April 29, 1976 be recorded as the acceptance date for the construction of the Mass Communications Building.
- M16. Upon motion made by Mr. Kemp, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: RESOLVED, that July 23, 1976 be recorded as the acceptance date for the construction of the Central Heating and Cooling Plant #2 for Phase I of the Texas Tech University School of Medicine.
- M17. Upon motion made by Mr. Kemp, seconded by Mr. Pfluger, the Board by unanimous vote approved the following Resolution: RESOLVED, that August 17, 1976 be recorded as the acceptance date for the construction of the Athletic Offices Addition to Clifford B. and Audrey Jones Stadium.
- M18. Upon motion made by Mr. Kemp, seconded by Dr. Hinchey, the Board by unanimous vote approved the following Resolution: RESOLVED, that August 20, 1976 be recorded as the acceptance date for the renovation of instructional space in the Administration Building.
- M19. Upon motion made by Mr. Kemp, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: RESOLVED, that August 23, 1976 be recorded as the acceptance date for the repair and minor renovation of Knapp Residence Hall.
- M20. Upon motion made by Mr. Kemp, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: RESOLVED, that August 27, 1976 be recorded as the acceptance date for the construction of the additions to the University Center and Music Buildings.
- M21. Upon motion made by Mr. Kemp, seconded by Dr. Hinchey, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Board of Regents employs the firm of Carter and Burgess, Inc., to perform on-call consulting work for the studies of rerouting campus traffic associated with the elimination of the Tech Freeway across the Tech campus, the cost of such services not to exceed \$10,000.

M22. Dr. Barnett reported that the construction of Indiana Avenue has been delayed because of wet weather, and that the project is approximately two months behind schedule.

M23. Dr. Barnett further reported that studies are in process concerning the possibilities of bond issues for a combination of campus needs such as projects at the Agricultural Field Laboratories and recreational facilities. Each project for which bonds are sold now has to be approved by the Board of Regents and the Coordinating Board with specific square footage and dollars involved, consequently, more time is needed to develop proposals. Mr. Kemp requested an overall study and report of the bond picture, and that this information be supplied regularly.

M24. Mr. Collins reported for the Athletic Affairs Committee that football seat option sales are going well.

M25. Mr. Bucy gave the report for the Finance Committee. Upon motion made by Mr. Workman, seconded by Mr. Bucy, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Board of Regents acting under authority granted to it by Section 54.051(h) of the Texas Education Code and pertinent rules and policies of the Coordinating Board, Texas College and University System, does hereby set a tuition fee for qualified foreign students based on financial need as authorized by the rules and policies of the Coordinating Board, Texas College and University System, which such tuition fee for any such foreign student shall be \$14 per semester credit hour and the total of such charge shall not be less than \$200 per semester or 12-week summer session and not less than \$100 per 6-week summer term.

FURTHER RESOLVED, that the procedures for determining the financial need of foreign students under this Board action shall be the same as those procedures established by the Coordinating Board for determining the financial need of applicants for Hinson-Hazelwood College Student Loans. And we hereby authorize the Administration to take necessary and proper action to implement this policy.

M26. Dr. Williams presented a plaque to Mr. Formby on behalf of the Board to commemorate his tenure as Chairman for the past two years. Mr. Formby responded by saying that his service had been an opportunity and a challenge, and thanked the Board and the Administration for their help.

M27. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:sj

September 30, 1976

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 the Texas Tech University Board of Regents meeting on September 30, 1976.

(Mrs.) Freda Pierce, Secretary

SEAL

September 30, 1976

TEXAS TECH UNIVERSITY
LUBBOCK, TEXAS

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TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Appointments - General Administration,
Teaching, and Non-Classified Positions

1.

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
Dr. David Greenhalgh Visiting Lecturer	Physics	8/25/76 12/31/76	Non-salaried 4 months
Mr. Charley R. Pope Director of the Center for Professional Development	Business Administration	7/1/76 8/31/77	Non-salaried 13 months
Dr. Nicholas C. Aliotti Associate Professor	Education	9/1/76 5/31/77	\$ 18,500.00 9 months
Dr. Donald Hook Baucom Assistant Professor	Psychology	9/1/76 5/31/77	14,000.00 9 months
Dr. Don Richard Beer Lecturer	Industrial Engineering	9/1/76 5/31/77	7,500.00 9 months 50%
Dr. Gary Blackburn Assistant Professor	Education	9/1/76 5/31/77	16,000.00 9 months
Mr. James George Bogle III Assistant Professor	Music	9/1/76 5/31/77	12,000.00 9 months
Dr. Cyril B. Brown Visiting Professor	Plant and Soil Science	9/1/76 8/31/77	26,000.00 12 months
Dr. Ann Clifford Chandler Assistant Professor	Education	9/1/76 5/31/77	14,800.00 9 months
Mrs. Elsie Bourdon Caston Visiting Lecturer	Museum Science	9/1/76 5/31/77	4,500.00 9 months
Dr. James R. Clopton Assistant Professor	Psychology	9/1/76 5/31/77	14,500.00 9 months
Dr. Evans W. Curry Assistant Professor	Sociology	9/1/76 5/31/77	16,000.00 9 months

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
Mr. Anthony DiNicola Assistant Professor	Architecture	9/1/76 5/31/77	\$ 14,000.00 9 months
Miss Angela Barajas Gracia Assistant Professor	Education	9/1/76 5/31/77	14,500.00 9 months
Dr. Karl Lynn Guntermann Associate Professor	Business Administration	9/1/76 5/31/77	21,000.00 9 months
Dr. William E. Hall Visiting Associate Professor	Plant and Soil Science	9/1/76 8/31/77	26,000.00 12 months
Dr. J. Mark Hellman University Veterinarian, Assistant Professor	Animal Science	9/1/76 8/31/77	24,000.00 12 months
Dr. Robert David Holsworth Visiting Assistant Professor	Political Science	9/1/76 5/31/77	13,000.00 9 months
Philip E. Isett Assistant Professor	Mass Communications	9/1/76 5/31/77	13,500.00 9 months
Dr. Evan K. Jobe Visiting Assistant Professor	Philosophy	9/1/76 5/31/77	14,000.00 9 months
Dr. V. M. Joshi Visiting Professor	Mathematics	9/1/76 5/31/77	24,000.00 9 months
Dr. James Bailey Kimble Visiting Assistant Professor	Chemistry	9/1/76 5/31/77	11,500.00 9 months
Dr. Paul A. Knipping Associate Professor	Health, Physical Education & Rec.	9/1/76 5/31/77	16,000.00 9 months
Dr. Erich Enrique Kunhardt Assistant Professor	Electrical Engineering	9/1/76 5/31/77	14,500.00 9 months
Dr. Randy Lynn Lewis Visiting Assistant Professor	Philosophy	9/1/76 5/31/77	12,000.00 9 months
Mr. John Paul Lucas Assistant Professor	Architecture	9/1/76 5/31/77	14,800.00 9 months

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
Dr. Norman R. Lyons Associate Professor	Business Administration	7/14/76 8/21/76	\$ 3,583.00 6 weeks
		9/1/76 5/31/77	25,083.00 9 months
Miss Meredith McClain Assistant Professor	Germanic and Slavic Languages	9/1/76 5/31/77	12,500.00 9 months
Dr. John Moeller Visiting Assistant Professor	Political Science	9/1/76 5/31/77	13,000.00 9 months
Dr. Charles V. Morr Professor & Chairman	Food and Nutrition	9/1/76 5/31/77	27,000.00 9 months
Dr. David L. Quigg Visiting Lecturer	Mathematics	9/1/76 5/31/77	11,750.00 9 months
Dr. Carl Reed Richardson Assistant Professor	Animal Science	9/1/76 5/31/77	15,201.00 9 months
Dr. G. Wilse Robinson Robert A. Welch Professor	Chemistry	7/15/76 5/31/77	43,750.00 10½ months
Mrs. Carol Williams Shanklin Assistant Professor	Food and Nutrition	1/15/77 5/31/77	6,750.00 4½ months
Dr. Ronald Cabot Smith Assistant Professor	Plant and Soil Sciences	9/1/76 5/31/77	16,000.00 9 months
Dr. Jayme A. Sokolow Assistant Professor	History	9/1/76 5/31/77	13,400.00 9 months
Dr. Virginia M. Sowell Assistant Professor	Education	9/1/76 5/31/77	15,800.00 9 months
Mrs. Carol Ann Streltzer Lecturer & Clinic Supervisor	Speech and Theatre Arts	9/1/76 5/31/77	10,000.00 9 months
Dr. Thomas C. Timmreck Assistant Professor	Health, Physical Education and Rec.	7/13/76 8/21/76	1,210.00 6 weeks
		9/1/76 5/31/77	14,500.00 9 months

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
Dr. Thomas D. Warner Assistant Professor	Health, Physical Education & Rec.	9/1/76 5/31/77	15,000.00 9 months
Dr. Jane Winer Assistant Professor	Psychology	7/12/76 8/21/76	2,167.00 6 weeks
Dr. Charles L. Wood Assistant Professor	History	9/1/76 5/31/77	13,400.00 9 months

TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Resignations and/or Terminations -
General Administration, Teaching and
Non-Classified Positions

2.

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Dr. Robert T. Cannell Associate Professor	Education	9/1/76
Dr. Lawrence E. Cummings Assistant Professor	Sociology	8/20/76
Dr. Elizabeth M. Havens Assistant Professor	Sociology	7/9/76
Dr. Martha Sue Kiniry Assistant Professor	Education	7/1/76
Dr. Steve W. Panyan Assistant Professor	Political Science	7/6/76
Terrell B. Warren Professor	Architecture	9/1/76
Mrs. Norma Holmes Auchter Associate Professor	Music	8/31/76

TEXAS TECH UNIVERSITY
Lubbock, Texas

Summary of Faculty and Professional Staff Appointments
other than Professorial Ranks

3.

		Appointment Period	
		9 months or over	4½ months or under
1. Instructor -----	2	2	
2. Instructor (Part-time, non-student)-----	5	2	
3. Part-time Instructor (Graduate student)-	69	15	
4. Teaching Assistant -----	85	21	
5. Other Professional Personnel -----	<u>16</u>	<u>34</u>	
Total -----	<u>177</u>	<u>74</u>	

TEXAS TECH UNIVERSITY
Lubbock, Texas

4. For Information Only: Summary of Research Appointments

<u>Description</u>	<u>Appointment Period</u>	
	<u>9 months or under</u>	<u>4½ months or under</u>
1. Research Associate -----	2	6
2. Research Assistant -----	<u>7</u>	<u>36</u>
Total -----	<u>9</u>	<u>42</u>

TEXAS TECH UNIVERSITY

LUBBOCK, TEXAS

5. For Information Only: Employment and Termination of
Classified Personnel

<u>Description</u>	<u>Appointments</u>	<u>Revisions</u>	<u>Terminations</u>
1. Clerical and Fiscal Group -----	86	48	183
2. Equipment Operators -----	1	-0-	1
3. Building, Grounds Service -----	52	14	27
4. Engineering, Trades Technical -----	3	-0-	2
5. Personnel Services, Residence Halls and Public Relations -----	26	1	12
6. Agricultural Services ---	4	-0-	1
7. Stores and Purchasing ---	2	1	2
8. Miscellaneous Group -----	7	-0-	6
9. Food Services -----	<u>27</u>	<u>1</u>	<u>2</u>
Total	<u>208</u>	<u>65</u>	<u>236</u>

TEXAS TECH UNIVERSITY
Lubbock, Texas

6. For Information Only: Official Travel

Out-of-State Travel Leaves and Certain In-State Travel Leaves:

1. Purpose of Leaves Summarized into Four Groups:	<u>Number</u>	
a. To Present an Original Research Paper -----	32	
b. To Attend a Professional Meeting -----	95	
c. Trip Required in Performance of University Duties ---	83	
d. Trip in Conjunction with Research Project -----	<u>25</u>	
Total -----	235	
2. Estimated Expenses and Source of Funds to be Used:	<u>Number</u>	<u>Estimated Amount</u>
a. From State Appropriated Funds -----	107	\$30,492.25
b. From Auxiliary Accounts -----	12	2,636.50
c. Gifts, Grants and/or Contract Research -----	112	35,492.47
d. From Current Restricted Funds -----	-0-	-0-
e. From Revolving Funds -----	2	500.00
f. From Museum -----	2	550.00
g. From Agency Funds and Other Sources -----	-0-	-0-
h. From Unappropriated Funds -----	<u>-0-</u>	<u>-0-</u>
Total -----	<u>235</u>	<u>\$69,671.22</u>

* Federal
** Private

TEXAS TECH UNIVERSITY
Lubbock, Texas

(12-State Appropriated Funds
(22-Sponsored Funds from Federal
Private and Other Sources

7.

For Information Only: Research Budgets

RESEARCH SUPPORT

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-0010 *	NSF	Cultural Adaptation to Ecological Change on the Llano Estacado	E. King E. Johnson	Museum	6/01/76 11/30/77	\$45,000
22-A063 **	G.D. Searle & Co.	Use of Synthetic Progesterone to Syc- chronize the Estrous Cycle in Beef.....	L. Thompson	Ani. Sci.	9/01/75 8/31/76	19,050
22-A114 *	USDA	Trial Application & Evaluation of a Transportation Mode Alternative.....	J. Mertes	P.A.	6/18/76 6/30/77	6,500
22-C128 *	NSF	Instructional Scientific Equipment Pro- gram	J. Berlin	Biol.Sci.	6/08/76 5/31/78	9,600
22-C042 **	National Geographic Society	Permian Conodont Paleoecology, Wyoming Shelf Region	F. Behnken	Geosic.	7/01/76 6/30/77	7,300
22-B528 **	EDUCOM	An Examination of Policy Alternatives for a National Educational Computer Network	D. Hoover	BA	7/01/76 8/31/77	4,516
22-E118 **	Cotton Inc.	Optimum Systems for Cotton Harvesting, Storage & Handling	M. Smith	Ind. Eng.	6/01/76 2/28/77	25,000
22-H003 **	Plains Cooperative Oil Mill	Utilization of Cottonseed Concentrate Produced by a Liquid Cyclone Process	M. Harden	F&N	9/01/75 8/31/76	5,760
22-D511	Coordinating Board	Strengthening Urban & Rural Governments in West Texas	D.M. McElroy	Continuing	9/01/75 6/30/76	8,500

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-E074 *	ERDA	Laboratory Determination of Leaching Rates from Oil Shale Retorted	H. Parker	Chem. Eng.	6/01/76 8/31/77	\$73,141
22-E032	Lubbock County Commissioner's Court	Historic Farm Equipment Research Program	W. Griggs	Civil Eng.	9/01/74 8/31/76	1,908
22-H528	TEA	Coordinated Vocational Academic Education & H.E. Vocational Ed. for the Handicapped..	C. Bell	Home Eco.	7/05/76 12/31/76	31,813
22-Z543 *	HEW	Planning Outreach Programs for the Developmentally Disabled	G. Bensberg	R&TC	6/25/76 6/24/77	22,500
22-Z541 *	HEW	Research & Training Center in Mental Retardation	" "	"	6/01/76 5/31/77	50,000
22-Z539	Texas Dept. of Mental Health	Technical Assistance for Texas Agencies Serving the Developmentally Disabled	J. Parham	"	1/01/76 12/31/76	10,000
22-F517 *	OE	College Library Resource Program FY '76	R. Janeway	Library	7/01/76 6/30/77	3,930
22-T520 *	OE	Upward Bound	J. Llanas	Upward Bound	7/01/76 8/31/76	34,953
22-Z534 *	OE	Special Services Program	G. Kaprosy	Special Ser.	" " "	16,423
22-A080 *	USDA	CED/ERS/USDA Research	J. Osborn	Ag. Eco.	7/01/76 9/30/76	5,700
22-C603 *	HEW	Rehabilitation Counselor Training Program	L. James	Psychology	7/01/76 6/30/77	84,815

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-E119 *	AFOSR	International Pulse Power Conference	T. Burkes	Elec. Eng.	6/01/76 5/31/77	6,000
22-H008 **	Arrowhead Mills, Progressive Grain Corp.	Soybean Research	S. Yang	F&N	3/01/76 12/31/76	1,000
22-H520 *	HEW	Project LATON	M.T. Riley	Home Eco.	7/01/76 6/30/77	225,000
22-H517	TEA	Operation of a Center for the Development of Home Economics Instructional Materials	C. G. Bell	" "	7/01/76 6/30/77	46,920
22-0009 *	NEH	Research & Development of the Interpre- tive Program for the Ranching Heritage Center	J. Reese	Museum	10/01/75 9/30/78	216,159
22-E113 *	OWRT	Design & Demonstration of a Non-Conven- tional Denitrification System	R. Sweazy	WRC	7/01/76 9/30/76	1,412
22-H009 *	HEW	Model Rural Project for Homemaker Service Aide Program to the Elderly	G. House	Home Eco.	6/30/76 6/29/77	148,942
22-A090 **	Eli Lilly	Comparison of MGA, MGA plus Synovex H & Remensin Plus Synovex H on Fattening.....	L. Sherrod W. Mies	Ani. Sci.	7/19/76 10/30/76	7,500
12-C510	OR 12-0501	West Texas Regional Alcoholism Training Project	C. Stapleton	Psy.	7/01/76 6/30/77	1,000
22-E084	Texas Historical Comm.	Texas Historic Engineering Site Inven- tory, Phase II	W. Griggs	Civil Eng.	8/02/76 3/01/77	10,000
22-E092 *	ONR	Fault Analysis for Electronic Systems	R. Saeks, S. Liberty	Elec. Eng.	7/01/76 12/31/76	5,000

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-H527 *	HEW	Head Start Training & Technical Assistance in the State of Texas	M.T. Riley	Home Eco.	7/01/76 6/30/77	\$397,394
22-A050 **	Post Montgomery	Cooperative Research in Range Management with Post-Montgomery Ranch	D. Burzlaff	R&WL	7/06/76 5/31/77	4,500
22-C094 *	PHS	Interactions between DNA & Skin-Sensitizing Coumarins	P.S. Song	Chemistry	6/01/76 5/31/77	4,177
22-C120 *	PHS	Configuration Analysis of the Electronic Excitation in Biomolecules	" "	"	5/01/76 6/30/77	9,839
22-A115 *	Army	Historical Resources in the Brazos River Basin	J. Kitchen	Park Admin.	6/28/76 10/28/76	11,590
22-C130 *	Army	Sand, Gravel & Stone Study, Trinity River Basin	C. Reeves	Geosci.	6/28/76 11/30/76	13,373
22-D509	Texas Comm. on Alcoholism	West Texas Regional Alcoholism Training Project	C. Stapleton	Psychology	7/01/76 6/30/77	60,404
22-C129	TWDB	Determination of Seismicity in Area of Texas Water Plan	D.H. Shurbet	Geosci.	9/01/75 8/31/76	1,500
22-C612 *	NEA	The New Harley Sadler Tent Show	R. Weaver	S&TA	2/01/76 1/31/77	10,000
22-C102 *	NSF	Systematists, Other Users, & Uses of N. American Collections of Recent Mammals	J.K. Jones	Grad. Sch.	6/01/76 9/30/76	2,650
22-A116 **	Merck & Co.	Parameters of and Control of Lactic Acidosis Trial I, II, & III	W. Mies	Ani. Sci.	7/01/76 10/31/76	2,750

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
22-N006 **	Consortium for International Development	Niger Cereals Project	C.Raullerson	ICASALS	6/20/76 10/01/78	\$647,368
22-C093 *	NIH	Clavine Alkaloid Biosynthesis	J. Anderson	Chemistry	8/01/76 7/31/77	17,707
22-E120 *	Nuclear Regulatory Commission	Assessment of Tornado Risk & Analysis of Near Ground Windfields	J.McDonald J. Minor	Civil Eng.	7/01/76 6/30/77	66,723
22-C611	Tex. Comm. on the Arts & Humanities	American College Theatre Festival of Texas	R. Weaver	Speech & Theatre	10/23/75 10/22/76	2,500
22-C598 **	Hogg Foundation	Modifying Hyperkinetic Behavior Patterns in the Classrooms	R.Anderson	Psy.	8/01/76 8/31/77	8,611
22-H523	Governor's Comm. on Aging	Texas Tech Programs for Older Texans	J.Williford	F&N	12/01/75 11/30/76	20,850
22-E557	Governor's Energy Advisory Council	Mini-Course in Energy	J.Bradford	Eng.	5/26/76 8/31/76	1,000
22-C131 **	Exxon Ed. Found.	Teaching Information Processing System	T. O'Brien	Chem.	8/01/76 7/31/77	5,779
22-A535 *	EPA	Conference on Managing Saline Waters for Irrigation: Planning for the Future	H. Dregne	P&S Sci.	7/30/76 4/01/77	1,600

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
12-C513	OR 12-C546	Dept. of English Institute for Textual Studies	M. Michael	English	9/01/76 8/31/77	\$ 6,250
12-C569	OR 12-C702	Neurochemistry of Stress in Infancy	R. Bell	Psychology	" " "	3,793
12-C570	" " "	Thomas Theodor Heine: Career of a Critic	O. Nelson	History	" " "	3,050
12-C571	" " "	Neurotoxic Amino Acids	V. Perez	Psychology	" " "	3,650
12-C572	" " "	Vasoconstriction as a Contributing Factor in Noise Induced Hearing Loss	Wm. Ickes	Speech	" " "	3,300
12-C573	" " "	The Role of General Hugh L. Scott in U.S. Policy Toward the Mexican Revolution	J. Harper	History	" " "	2,050
12-C574	" " "	Physiological Measures of Attentional Processes	R. Greene	Psychology	" " "	2,044
12-C575	" " "	A Qualitative & Quantitative Analysis of Natural Language Mediators.....	P. Marshall	"	" " "	2,000
12-C576	" " "	Public Access to Water in a Texas Hill Country Watershed:Upper Guadalupe River	O. Templer	Geography	" " "	1,250
12-C577	" " "	William Faulkner's Influence on Gabriel Garcia Marquez	Oberhelman	C&RL	" " "	1,100
12-C578	" " "	The High Plains Population Triangle...	C. Davidson	Geography	" " "	719
12-C579	" " "	Translation, Analysis, & Annotation of Specimens in the Archive of Turkish.....	W. Walker	English	" " "	2,886

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
12-C580	OR 12-C702	A Systematic Approach to Telecommunicat- ion Research	D. Harp	Mass Comm.	9/01/76 8/31/77	\$ 1,508
12-C581	" " "	A Study of the Imagery in Statius Thebaid	J. Holland	C&RL	" " "	435
12-C725	OR 12-C546	Mechanisms of Carcinogen Action	I. Felkner	Biol. Sci.	" " "	6,000
12-C788	OR 12-C702	Study of Model-Independent Nuclear Radi	Y. Kim	Physics	" " "	1,100
12-C789	OR 12-C546	Fusion Studies	Y. Kim	"	" " "	3,700
12-C790	OR	Crown Ether Complexed Diazonium Ions	R. Bartsch	Chemistry	" " "	3,300
12-C791	" " "	Theoretical Studies on Genetic Varia- bility in Asexual Organisms	W. Atchley	Biol. Sci.	" " "	1,450
12-C792	" " "	Growth Kinetics of Bacteria on Silicate- Ligno-Cellulose, Effects on Macromolecular...	D. Thayer	" "	" " "	700
12-C793	" " "	Chromosome Replication in Escherichia coli: The Protein Binding Properties....	J. Sevall	Chemistry	" " "	1,413
12-C794	" " "	An Investigation of a Constrained Tripod Triarsine Compound	J. Mills	"	" " "	2,558
12-C795	" " "	The Mechanism of the Reaction Between Selenite Ion & Thiols	J. Kice	"	" " "	600
12-C796	" " "	Spectroscopic & Kinetic Studies of Stel- lacyanin & Related Blue Copper Proteins	R. Holwerda	"	" " "	3,800
12-C797	" " "	Methylmercury Poisoning of Active Ion Transport Carriers	G. Blackmer	"	" " "	3,400
12-C798	" " "	Distribution of the Electronic Excitat- ion in Photobiological Molecules	P.S. Song	"	" " "	3,250

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
12-C799	OR 12-C702	The Origins & Characteristics of Dust- storms on the Southern High Plains	R. Peterson	Geosci.	9/01/76 8/31/77	\$ 2,512
12-C800	" " "	Gravity Reception in Arenivaga	B. Hartman	Biol. Sci.	" " "	2,900
12-C801	" " "	Investigations of Nematode--Trapping Fungi	C. Heintz	" "	" " "	3,100
12-C802	" " "	Processes & Effects of Ecological Competition	S. Pimm	" "	" " "	2,000
12-510A- 200004	OR 12-510A-200000	Management Practices for Increased Animal Production Following Mesquite.....	B. Dahl	R&WL	" " "	8,972
12-510A- 200007	" " " "	The Ecology, Control & Management of Sand Shinnery Oak	R. Pettit	"	" " "	10,567
12-510A- 200011	" " " "	Brush Control for Optimum Livestock & Wildlife Production in the Texas Coastal.	B. Dahl	"	" " "	1,950
12-510A- 200014	" " " "	Physiological & Phenological Studies Related to Brush Control - B	R. Sosebee	"	" " "	1,200
12-510A- 200015	" " " "	Physiological & Phenological Studies Related to Brush Control - C	P. Morey	Biol. Sci.	" " "	7,950
12-510A- 200016	" " " "	An Economic Analysis of Alternative Brush Control Programs.....	B. Freeman	Ag. Eco.	" " "	6,700
12-510A- 200018	" " " "	Physiological & Phenological Studies Related to Brush Control -	R. Sosebee	R&WL	" " "	9,250
12-510A- 200022	" " " "	Soil Properties and Brush Control	B. Allen	P&S Sci.	" " "	6,045
12-510A- 200024	" " " "	An Evaluation of the Levels of 2,3,7,8, tetra chlorodibenzop-dioxin(TCDD)...	J. Garcia	R&WL	" " "	11,072

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
12-510A- 200025	OR 12-510A-200000	Fire & Ecological Studies on Mesquite & Other Brush Species	H. Wright	R&WL	9/01/76 8/31/77	\$ 8,700
12-510A- 200026	" " " "	Control of Smooth Sumac & Stabilization of Burned Soil in Ashe Juniper Communities	H. Wright	"	" " "	2,700
12-510A- 200027	" " " "	Population Ecology of the Barbary Sheep in the Texas Panhandle	C. Simpson	"	" " "	6,000
12-510A 200028	" " " "	Habitat Utilization & Population Para- meters of the Lesser Prairie Chicken in Tx.	K. Stromborg	"	" " "	9,641
12-510A 200029	" " " "	The Role of Insects in Relation to Brush Control of Rangeland Forage Production	D. Foster	Entomology	" " "	7,908
12-510B- 200002	OR 12-510B-200000	The Use of Herbicides for Weed Control in Vegetable Crops	J. Downes	P&S Sci.	" " "	5,572
12-510B 200003	" " " "	Investigation of Insect Pest Attacking Vegetable Crops & their Control....	D. Bartell	Entomology	" " "	2,008
12-510B 200008	" " " "	Problems in Processing West Texas Vegetables	M. Miller	Ag. Eng.	" " "	5,672
12-510B 200010	" " " "	An Economic Analysis of West Texas Vegetable Production & Distribution	J. Downes	Ag. Eco.	" " "	6,733
12-510B 200011	" " " "	Wind & Sand Injury on Vegetable Crops in West Texas & Their Control	J. Downes	" "	" " "	7,050
12-510B 200012	" " " "	Soil Fertility & Fertilizer Practices for Maximizing Yields, Returns, & Quality...	R. Stevens	P&S Sci.	" " "	3,800
12-510B 200018	" " " "	The Physical & Chemical Properties of West Texas Soil Affecting Initiation....	R. Stevens	" "	" " "	5,348
12-510C 200001	OR 12-510C-200000	Factors Affecting Pork Carcass Compo- sition, Quality & Consumer Acceptance	C. Ramsey	Ani.	" " "	13,794

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
12-510C 200004	OR 12-510C-200000	Nutrition and Management of Early Weaned Pigs	D. Orr	Ani. Sci.	9/01/76 8/31/77	\$ 7,106
12-510C 200007	" " " "	Utilization of Sorghum by Animals	S. Yang	F&N	" " "	6,924
12-510C 200010	" " " "	Procedures, Required Facilities and Effects of Weaning Pigs at One Day...	D. Orr	Ani. Sci.	" " "	13,105
12-510C 200014	" " " "	Economic & Operational Analysis of Swine Production Management Systems.....	H. Lee	Ag. Eco.	" " "	6,799
12-510C 200016	" " " "	Mycological Substances in High Plains Feeds Fed to Brood Sows & Boars	C. O'Brien	Ani. Sci.	" " "	500
12-510C 200017	" " " "	Early Breeding Systems for Gilts & Sows	L. Thompson	" "	" " "	9,272
12-510C 200018	" " " "	Research Report Coordination and Distribution	M. Lennon	" "	" " "	5,000
12-510C 200019	" " " "	Swine Parasites	D. Sanders	Entomology	" " "	9,558
12-510C 200020	" " " "	An Economic Analysis of the Hog Pro- duction Cycle and Short-run	S. Roy	Ag. Eco.	" " "	4,872
12-530E 200039	OR 12-530E-200010	Nutrition and Cancer	S. Yang	Home Eco. Ag. Sci.	" " "	5,178
12-530E 200045	" " " "	Acceptability of Forage & Grain Fed Beef Chilled at Two Rates	C. Ramsey	Ag. Sci. Home Eco.	" " "	5,700
12-530E- 200050	" " " "	Handling Fresh Market Potatoes Grown in West Texas	M. Miller	" "	" " "	5,600

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
12-530E 200051	OR 12-530E-200010	Chemical & Physical Properties of Millet Grains as they Relate to the Food.....	E. Maxson	Ag. Sci. & Home Eco.	9/01/76 8/31/77	\$ 11,772
12-530E 200052	" " " 200049	Comparison of Body Measurements of Three Ethnic Groups as Related to Government....	E. Woodson	Home Eco.	" " "	1,825
12-530E 200053	" " " "	Development of a Simple Method for Shap- ing Pattern Parts to Fit the Body in Lieu..	J. Dorsey	" "	" " "	1,800
12-530E 200054	" " " "	The Effect of Moist & Dry Heat on Mohair & Mohair Blend Fabrics	D. Roch	" "	" " "	1,925
12-530E 200055	" " " "	A Universal Metric Garment-Sizing System	R. Steadman	" "	" " "	1,000
12-530E 200056	" " " 200001	Development & Evaluation of a Series of Concept Films for Teaching Technical....	R. Henton	" "	" " "	3,250
12-530E 200057	" " " "	Adolescent-Parent Sex Role Congruency and Family Solidarity	J. Henton	" "	" " "	3,525
12-530E 200058	" " " "	Establishing the Reliability and Validity of *TADPOLE's Observation Scale	C. Steele	" "	" " "	5,175
12-530E 200059	" " " "	Basic House: Consumer Preferences	M. Crocker	" "	" " "	1,950
12-530E 200060	" " " "	Female Employment and Fertility	J. Harrell	" "	" " "	4,600
12-530E 200061	" " " 200010	Growth Kinetics of Bacteria on Silicate- Ligno-Cellulose Effects on	S. Yang	" "	" " "	1,500
12-530E 200062	" " " "	Nutritional Status of Preschool Children with Empahsis on Iron	J. Osborn J. Coulter	Ag. Sci. Home Eco.	" " "	5,000

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
12-530E 200063	OR 12-530E-200010	Acceptability of Potatoes Grown in West Texas	H. Brittin	Ag. Sci. Home Eco.	9/01/76 8/31/77	\$ 2,150
12-530E 200064	" " " "	Chemical & Physical Properties of Millet Grains as They Relate.....	M. Harden	" "	" " "	3,600
12-530E 200065	" " " "	Computer Managed Instruction: A Learn- ing Strategy for Nutrition	A. Boren	" "	" " "	3,500
12-A508	OR 12-A502-200000	Changes in Chemical Composition of Fibrous Clays During Pedogenic Degradation..	B. Allen	Ag. Sci.	" " "	1,600
12-A528	" " " "	Determining Agricultural Competencies Need by Vocational Agriculture....	J. Stockton	" "	" " "	4,500
12-A531	" " " "	A Comparison of the Physical & Chemical Properties of Irrigated & Non Irrigated..	B. Allen	" "	" " "	3,400
12-H518	OR 12-H501-200000	Impact of Attribution Processes and Early Experience on the Development of Sex Difference in Behavior	N. Bell	Home Eco.	" " "	2,685
12-H519	" " " "	The Relationship Between Individual Var- iables & Student Selection.....	M. Cummings	" "	" " "	4,715
12-H520	" " " "	The Conceptualization & Measurement of Interpersonal Competence	A. Avery	" "	" " "	4,700
12-H521	" " " "	Training in the Development & Mainte- nance of Adult Heterosexual Relationships	C. Ridley	" "	" " "	4,900

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
12-T537	OR 12-T508	Color in Instructional Materials	J. Roberson B. Johnson	Education	9/01/76 8/31/77	\$ 1,374
12-T538	" " "	The Effectiveness of Self-Managed Behavioral Change to Enhance Learning..	L. Butler G. Parr	"	" " "	2,900
12-T539	" " "	Follow-up Study of TTU-COE Graduates	B. Johnson R. Purkerson	"	" " "	1,260
12-T540	" " "	Effects of a Faculty Research Support Program	J. Cornett	"	" " "	5,383
12-T541	" " "	Sex Role Expectations of Classroom Teachers on Selected Student Traits..	B. Simmons	"	" " "	483
12-T542	" " "	The Topic of Evolution in Secondary School Biology Textbooks 1969-1976	G. Skoog	"	" " "	175
12-T543	" " "	The Personality & Motivational Correlates in Predicting the Success of Self Control..	G. Parr	"	" " "	4,750
12-T544	" " "	Attitude Change Toward Classroom Disciplinary Techniques.....	P. Dixon	"	" " "	5,000
12-T545	" " "	Factors Affecting the Retention & Attrition of Chicano Students in....	L. Juarez	"	" " "	1,250
12-T546	" " "	Determining Study Skills Structures For Elementary School Children	G. Rooze	"	" " "	2,025
12-T547	" " "	Administrative Research Needs Assess- ment Study in Texas Public Schools	B. Fallon	"	" " "	750

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
12-T548	OR 12-T508	A Study of Peer Group Involvement and Shifts in Parental Childrearing..	J. Nevius	Ed.	9/01/76	\$ 2,769
			M. Trang		8/31/77	
12-T549	" " "	Comparison of Different Relaxation Technique's Influence Upon Memorization	J. Biggers	"	" " "	1,250
12-T550	" " "	The Future of Counselor Education A Delphi Investigation	O. Caskey	"	" " "	450
22-E121 *	NSF	Toroidal Plasma Facility for Wave Propagation and Heating	Kristiansen	Elec. Eng.	9/01/76 2/28/78	24,500
22-0011 *	National Museum Act	Research on Methods of Training Curators of Anthropology	E. King	Museum	9/01/76 8/31/77	4,390
22-D514	Corp. for Public Broadcasting	Community Service Grant - 1976	J. Henson	Ed. TV	8/01/76 9/30/77	19,926

For Information Only

TEXAS TECH UNIVERSITY

OFFICE OF STATISTICS AND REPORTS

UNDERGRADUATE ENROLLMENT
SECOND SUMMER SESSION, 1976

8.

COLLEGE	FRESHMEN			SOPHOMORES			JUNIORS			SENIORS			TOTAL UNDERGRADUATE		
	M	W	B	M	W	B	M	W	B	M	W	B	M	W	B
Ag Sci	31	8	39	35	9	44	62	8	70	120	21	141	248	46	294
A & S	144	151	295	113	115	228	168	156	324	333	314	647	758	736	1494
Bus Adm	76	45	121	95	51	146	210	70	280	313	79	392	694	245	939
Engr	51	4	55	90	9	99	112	11	123	308	13	321	561	37	598
Home Eco	8	73	81	5	59	64	5	76	81	2	131	133	20	339	359
Edu	11	60	71	11	64	75	16	114	130	37	260	297	75	498	573
TOTALS	321	341	662	349	307	656	573	435	1008	1113	818	1931	2356	1901	4257

For Information Only
 TEXAS TECH UNIVERSITY
 OFFICE OF STATISTICS AND REPORTS
 GRADUATE ENROLLMENT
 SECOND SUMMER SESSION, 1976

COLLEGE	MASTERS			DOCTORS			GRADUATE TOTALS			LAW			UNIVERSITY TOTALS		
	M	W	B	M	W	B	M	W	B	M	W	B	M	W	B
Ag Sci	57	7	64	13	1	14	70	8	78	0	0	0	318	54	372
A & S	188	187	375	151	72	223	339	259	598	0	0	0	1097	995	2092
Bus Adm	68	16	84	26	4	30	94	20	114	0	0	0	788	265	1053
Engr	106	5	111	42	3	45	148	8	156	0	0	0	709	45	754
Home Eco	2	96	98	2	10	12	4	106	110	0	0	0	24	445	469
Edu	73	220	293	72	68	140	145	288	433	0	0	0	220	786	1006
Law	0	0	0	0	0	0	0	0	0	100	13	113	100	13	113
TOTALS	494	531	1025	306	158	464	800	689	1489	100	13	113	3256	2603	5859

TEXAS TECH UNIVERSITY
Lubbock, Texas

Approval of Administrative Actions

Personnel Matters

Commissioning of Peace Officers

9. a. Commission as Peace Officers the following persons effective the date indicated, in accordance with Chapter 80, Acts of the 60th Legislature, Regular Session, 1967 as amended by Chapter 246, Acts of the 62nd Legislature, Regular Session, 1971.

<u>Name</u>	<u>Date</u>
Thomas Andrew Cavitt	September 1, 1976
John Francis Fauvell	August 11, 1976
Roy H. Hensley	July 27, 1976
Michael Frank Mull	September 1, 1976
Roynold Albert Smail	September 1, 1976

Sale of Surplus Property to Employees

9. b. Approve the sale of the following surplus items to University employees who submitted the highest or only bid:

<u>Employees</u>	<u>Item</u>
Jerry House	Saxmayer Tying Machine
David Cole	IBM Auto-typist
Albert Varelo	Dictating Machine 41324 W. Case
Albert Varelo	Dictating Machine W Case 579-04
Kathryn Bradbury	Typewriter, IBM 198958
Dean Smith	Calculator Monroe Edu H

Contracts

Stiles, Roberts, Messersmith and Johnson - Agriculture Pavilion

10. a. Ratify the following agreement with Stiles, Roberts, Messersmith and Johnson to prepare plans as specified for the construction of an Agriculture Pavilion. Execution of this contract was authorized in the Board meeting of April 1, 1976, Item M177.

Contract No. 152

AGREEMENT

made the fifth day of April in the year of Nineteen Hundred and Seventy-Six

BETWEEN

the Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas acting by and through Clint Formby, Chairman, the Owner, and Stiles, Roberts, Messersmith and Johnson, Lubbock, Texas, the Project Architect.

A. SCOPE OF THE WORK

Provide architectural and engineering services to prepare plans and specifications and provide the administration of general construction, mechanical and electrical work for the construction of an Agricultural Pavilion.

B. ARCHITECTURE SERVICES

The Architect shall provide professional services as follows:

1. Consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.
2. Prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and the relationship of project components for approval of the Owner and shall submit to the Owner a statement of probable construction cost based on current market conditions in the area.
3. When applicable for the purpose of preparing grant applications, the Architect shall furnish sufficient detail and information to satisfy the requirements of federal, state, county and private funding agencies.
4. Prepare from the approved Schematic Design Studies, for approval by Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to materials, structure, mechanical and electrical systems, and such other essentials as may be appropriate.

The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

5. Prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications. The Architect shall advise the Owner of any adjustments to previous Statement of Probable Construction Cost indicated by changes in requirements agreed to by the Owner, or general market conditions.
6. Following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, the Architect shall assist the Owner in obtaining bids or negotiated proposals, and in awarding construction contracts.
7. Provide general administration of the Contract and to be the Owner's representative during construction and until final payment.

Advise and consult with the Owner and all the Owner's instructions to the Contractor will be issued through the Architect/Engineer.

Make daily visits to the site on working days at no extra cost to the Owner to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents.

8. Based on such observations at the site and on the Contractor's applications for payment, the Architect shall determine the amount owing to the Contractor and shall issue and recommend Certificates for Payment in such amounts, subject to the conditions of the Contract Documents.
9. Furnish the Owner with two sets of Schematic Design Studies, two sets of Design Development Prints and with six sets of Contract Working Drawings and Specifications.
10. Furnish two complete sets of "As Built" Working Drawings reproduced, and one set of reproducible prints showing significant changes made during construction process.
11. Provide design compliance with Senate Bill No. 111, Article 678g., Chapter 324 Vernon's Civil Statutes, as amended.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents and a complete survey of the site and utilities serving it, soil analysis, and a program of the work outlining in detail the space requirements and their general relationship.

2. The Owner shall furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and Auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid him under the Construction Contract.
3. When continuous field supervision of construction is deemed necessary by the Owner, the cost of such supervisory personnel shall be borne by the Owner in addition to the Architect's basic fee. Such personnel shall be mutually acceptable to the Owner and the Architect.

D. CONSTRUCTION COST AND ALTERNATES

CONSTRUCTION COST

Construction Cost based upon all work designed or specified by the Architect with the authorization and approval of the Owner shall be determined as follows, with precedence in the order listed.

1. For completed construction, the total cost to the Owner of all such work. See section below on payment for alternates; or
2. When Project or any part thereof is not constructed, the lowest bona fide bid received from a qualified bidder for any or all of such work. See section below on payment for alternates; or
3. For work for which bids are not received, (1) the latest Detailed Cost Estimate, or (2) the Architect's latest Statement of Probable Construction Cost. See section below on payment for Alternates.
4. Construction Cost does not include the fees for the Architect and consultants, the cost of the land, right-of-way, or other costs which are the responsibility of the Owner as provided in Article C.
5. The preparation of change orders on such applicable construction shall be the responsibility of the Architect.

ALTERNATES

1. No payment for Deductive or Additive Alternates prepared for the convenience of the Architect to assure that the project cost is within the Architect's budget and not specifically requested by the Owner will be made by the Owner unless the same are incorporated into the work and actually constructed.
2. When Deductive or Additive Alternates are specifically requested and approved by the Owner, the Owner will pay the full architectural fee if same are incorporated into the work and actually constructed. If not constructed, the Owner will pay the Architect 80% of the architectural fee for such alternates. Amount will be determined as shown in paragraphs 2 and 3 of "Construction Cost" above.

E. COMPENSATION AND PAYMENT TO THE ARCHITECT

The Owner agrees to pay the Architect as compensation for the basic services six percent (6%) of the authorized and approved construction cost, as such term "Construction cost and alternates" is defined in paragraph D above.

1. Payments to the Architect for basic services may be made monthly in proportion to the service actually performed, but not to exceed the percentages specified at the completion of each phase of work as follows:

Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	40%
Bidding or Negotiation Phase	5%
Construction Phase	20%

F. ADDITIONAL SERVICES

During the course of the study, revisions or additions to the services may be requested by the Owner. Such changes and expenses shall be as mutually agreed upon in writing and as approved by Owner or its duly authorized and designated representative prior to the beginning of any work. Compensation to the Architect for additional services shall be as follows:

1. Direct Personnel Expense

The Architect will be reimbursed for direct personnel expense of those principals, associates, and employees of the firm who are assigned to and are productively engaged on the project which includes architect, engineers, designers, draftsmen, and specification writers, in consultation, research, designing, drawings, specifications or other documents pertaining to the project.

The Direct Personnel Expense will be based on an amount of 2.75 times the actual cost of salaries normally paid, including mandatory and customary benefits such as statutory employee benefits, insurance, holidays, vacations, pensions and similar benefits.

2. Reimbursable Expenses

Expenses such as reproduction, postage, out-of-state travel directly related to such agreed additional services must be approved in writing by the Owner or its duly authorized and designated representative before the same are incurred for such expenses to be reimbursed to the Architect by the Owner.

G. CONSULTANTS

It is contemplated that during the process of the work to be performed under this agreement that both parties may wish to retain at their own expense consultants. It is specifically understood and agreed that any consultant retained by the Architect shall be the Architect's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. It is further understood that the University may from time to time wish and desire to retain consultants and that the expense for the same shall be borne by and be at the expense of the Owner and at no expense to the Architect.

H. CONTINUING SERVICES

Following completion of any phase of the work, the Owner may elect to continue, delay, abandon, or revise the work. The payment for services accordingly will be as mutually agreed per the contract documents.

I. NONDISCRIMINATION IN EMPLOYMENT

The Architect agrees not to discriminate against an employee or applicant for employment because of race, religion, color, national origin, or sex.

J. ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel Expenses and records of accounts of Reimbursable Expenses for which reimbursement is requested shall be kept on a generally recognized accounting basis and shall be available to the Owner or its duly authorized and designated representative. Said records shall be preserved for a period of three years after final payment.

K. TERMINATION OF AGREEMENT

This agreement may be terminated by either party on thirty days written notice to the other party for failure or refusal to perform in accordance with the terms and conditions of this agreement. Such termination shall be made by the Owner giving written notice directed as follows:

Stiles, Roberts, Messersmith and Johnson
3307 Avenue X
Lubbock, Texas 79411

Likewise, termination by the Architects shall be accomplished by directing written notice to:

Chairman, Board of Regents
Texas Tech University
P. O. Box 4610
Lubbock, Texas 79409

In the event of termination, the Architect shall be paid his compensation for services performed to termination date based upon completion of services performed to termination date, based upon completion of work through any phase under the fee basis as applicable, or on a Direct Personnel Expense basis, or a combination thereof, as the case may be and approved by Owner or its duly authorized and designated representative.

Copies of drawings, specifications, or any other materials to date of termination will be furnished to the Owner on date of termination.

L. OWNERSHIP OF DOCUMENTS

Original Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the project for which they are made is executed or not provided, however, that should original drawings, specifications and other documents be used by the Owner on the completion of this project then in such event, there shall be no additional charge for the same without regard to the services of other or future architects on various other or future phases of the project.

M. SUCCESSORS AND ASSIGNS

The Owner hereby binds itself, its successors, assigns, and legal representatives to Stiles, Roberts, Messersmith and Johnson in respect to all stipulations, terms and covenants of this Agreement; and likewise, Stiles, Roberts, Messersmith and Johnson hereby binds itself, its successors, assigns and legal representatives to the Owner, in respect to all stipulations, terms and covenants of this Agreement.

N. ASSIGNMENT

Neither the Owner nor the Architect shall assign, sublet or in any matter transfer it or their respective interest in this Agreement to any other person, individual, firm, corporation or other interest without prior written consent of the other respective party.

O. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the Owner and the Architect and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Architect.

P. APPLICABLE LAW

This Agreement shall be considered to be performed in Lubbock County, Texas.

Q. DESIGNATION OF REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Architect is otherwise notified in writing by Owner and directed to Architect at their address as above set forth.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this the _____ day of August, 1976.

OWNER

BOARD OF REGENTS
TEXAS TECH UNIVERSITY

/s/ Clint Formby
Clint Formby, Chairman

ARCHITECT

STILES, ROBERTS, MESSERSMITH AND
JOHNSON

By /s/ Robert C. Messersmith

ATTEST:

/s/ Freda Pierce
Freda Pierce, Secretary

United States of America Energy Research and Development Administration

10. b. Ratify the following Contract with the United States of America Energy Research and Development Administration.

UNITED STATES
ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION
P. O. BOX 5400
ALBUQUERQUE, NEW MEXICO 87115

Contract No. E(29-2)-3737

This contract is effective September 1, 1976 by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government") as represented by the undersigned Contracting Officer of the UNITED STATES ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION (hereinafter referred to as the "ERDA"), and Texas Tech University, Lubbock, Texas, (hereinafter referred to as the "Contractor"), a university operating in the State of Texas.

WITNESSETH THAT:

WHEREAS, the Government desires to have the Contractor perform research which is described in a proposal (Attachment A hereto) entitled, "The Crosbyton Solar Power Project (Phase I)," such research shall be conducted in the manner and periods of time set forth in Article II and Appendix A of this contract, and

WHEREAS, this contract states the terms and conditions under which the Contractor agrees to perform such research program, and

WHEREAS, this contract is authorized by the Energy Reorganization Act of 1974 (Public Law 93-438) and other applicable law.

NOW THEREFORE, the parties hereto agree as follows:

SCHEDULE

ARTICLE I - THE RESEARCH TO BE PERFORMED

- A. The Contractor shall to the best of its ability furnish personnel, facilities equipment, materials, supplies, and services (except such as may be furnished by the Government) necessary for the performance of the research described in Appendix A attached hereto and made a part hereof and shall perform the research pursuant to the provisions of this contract and report thereon.
- B. This research shall be conducted under the direction of Dr. John D. Reichert and such other members of the Contractor's staff as may be mutually satisfactory to the parties.

Contract No. E(29-2)-3737

ARTICLE II - THE PERIOD OF PERFORMANCE

The period of performance under this contract is divided into two segments (Segment I and Segment II). Segment I shall commence on September 1, 1976, and continue through completion of the research set forth in Appendix A, Article A-I. Based upon a six-month review on or about March 1, 1977, the ERDA will decide and notify the Contractor which of two options (Option I or Option II) shall be followed by the Contractor for completion of Segment I. The research of Segment I shall be completed by July 1, 1977. Contingent upon the ERDA decision to fund Segment II, Segment II is estimated to begin on July 1, 1977, and continue through completion of the research set forth in Appendix A, Article A-II, estimated to be completed by October 1, 1978.

ARTICLE III - ESTIMATED COST

The estimated cost for the performance of the research in Segment I is \$878,710 for Option I or \$658,212 for Option II. The estimated cost for the performance of the research in Segment II is \$1,488,647. The Government's initial monetary obligation is limited to \$500,000, for the first six months of Segment I. On or about March 1, 1977, and subject to availability of funds, the Government may fund the remaining four months of Segment I at an estimated cost of \$378,710 for Option I or \$158,212 for Option II.

ARTICLE IV - SUBMISSION OF INVOICES

Invoices for payment of cost shall be submitted in accordance with the instructions issued to the Contractor, pursuant to the General Provision Clause entitled "Allowable Cost."

ARTICLE V - KEY PERSONNEL

The key personnel referred to in the General Provision Clause of this contract entitled "Key Personnel" are as follows: Dr. John D. Reichert, Project Director, or Dr. Stanley R. Liberty, Project Manager, who shall devote a combined total of at least nine man-months on the research in Segment I.

ARTICLE VI - TECHNICAL PROJECT OFFICER

The Contracting Officer hereby designates the Division Director,* Division of Solar Energy, ERDA, as the Technical Project Officer to exercise on behalf of the ERDA technical monitoring of the work to be performed under this contract. No substitution may be made for this designated Technical Project Officer unless mutually agreed to in writing by the parties.

*As of the execution date of this contract, Dr. Henry H. Marvin is the Division Director, Division of Solar Energy, ERDA.

Contract No. E(29-2)-3737

The Contractor will consult and coordinate with the Technical Project Officer regarding any noteworthy changes in direction or in the progress of the work being performed. The Contractor will also permit the Technical Project Officer to have full access at all reasonable time to work with a view in keeping currently informed and evaluating the progress. Any changes in the Scope of Work set forth in Appendix A which affect cost, performance or period of performance shall only be made by the written agreement between the Contractor and the Contracting Officer who has the sole power to legally bind the Government under this contract.

ARTICLE VII - APPENDICES

Appendix A - Research Program, Appendix B - General Provisions, and Attachment A entitled "The Crosbyton Solar Power Project (Phase I)" are hereby attached to and made a part of this contract, subject to modifications indicated in Article II and in Appendix A.

IN WITNESS WHEREOF, this contract was executed in several counterparts.

THE UNITED STATES OF AMERICA
U. S. ENERGY RESEARCH AND
DEVELOPMENT ADMINISTRATION

BY: /s/ D. K. Nowlin
Contracting Officer

DATE: August 27, 1976

TEXAS TECH UNIVERSITY

BY: /s/ Cecil Mackey

TITLE: President

DATE: September 1, 1976

TEXAS TECH UNIVERSITY

BY: /s/ J. Knox Jones, Jr.

TITLE: Vice President for Research
and Graduate Studies

DATE: September 1, 1976

Contract No. E(29-2)-

I Carlton B. Dodson, certify that I am the Resident Legal Counsel of Texas Tech University, an institution of higher education, contractor named under this contract; that Dr. Cecil Mackey and Dr. J. Knox Jones, Jr., who signed this contract on behalf of said contractor are the President and Vice President for Research and Graduate Studies, respectively, of Texas Tech University, the contractor; that said contract was duly signed for and on behalf of said contractor by authority of its governing body and within the scope of its legal powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said contractor this 1st day of September, 1976.

/s/ Carlton B. Dodson
Carlton B. Dodson
Resident Legal Counsel
Texas Tech University, an Institution
of Higher Education

CROSBYTON SOLAR POWER PROJECT (PHASE I)
APPENDIX A - RESEARCH PROGRAM
CONTRACT NO. E(29-2)-3737

ARTICLE A-I - RESEARCH TO BE PERFORMED IN SEGMENT I

Segment I is a 10-month effort consisting of 10 tasks described in Attachment A pursuant to the attainment of the research objectives described below. The objectives of Segment I are subject to a choice by ERDA between two options (Option I or Option II) at the six-month point of Segment I.

A. OBJECTIVES

1. Objectives of Segment I, Option I

The objectives to be achieved are:

- a. a preliminary design specification and cost estimate for an analog test system which may be constructed and operated in Segment II, and
- b. a preliminary conceptual design of the 5MWe prototype system, described in Attachment A, and accompanying cost estimate.

2. Objectives of Segment I, Option II

(ERDA recognizes that if the concept is deemed worthwhile and applicable to Crosbyton, Segment I, Option I will be chosen instead of Segment I, Option II.) The objectives to be achieved under this option are:

- a. completion of the 10-month portion of the site analysis at Crosbyton, including the gathering and analysis of data described under Task 7 in Item C below,
- b. description of various options and modifications which may provide for application of the Fixed Mirror Distributed Focus (FMDF) concept by ERDA at other sites and/or other applications.

3. Objectives of the First Six Months of Segment I

The objective of the first six months of Segment I is to provide a basis for a decision by the Government whether to complete Segment I via Option I or by Option II.

B. SCOPE

1. Scope of Segment I, Option I

The work of Segment I is to provide:

- a. a preliminary design for the Analog Test System (ATS) and a cost estimate for its construction
- b. explanation of the basis for selection of the design parameters and for the cost estimate
- c. selection of a specific site for building the ATS
- d. preliminary description of the site characteristics and justification of the choice of site (application of site data)
- e. a preliminary conceptual description of the expected cost, nature and performance of the 5MWe prototype
- f. an overall assessment of the applicability and usefulness of the FMDF concept at Crosbyton including the integration of the FMDF system physically and operationally with the existing power system at Crosbyton
- g. a full report of the status and results of the 10 tasks which were utilized to achieve objectives a through f above with recommendation for future areas of effort and rationale for specific emphasis.

2. Scope of the First Six Months of Segment I

During the first three months, the Contractor will select parameters completely defining a nominal 5MWe power system for Crosbyton, including all strategies, procedures, materials, and cycles, i.e., a full basis for the detailed design of such a system. This selection shall reflect the Contractor's best initial engineering judgment based upon his experience with the concept and preliminary site data at Crosbyton, Texas. Although the selection of this nominal set of parameters can, in no way, be expected to define an optimum system, it should serve to identify bounds for system performance (including efficiency train) and cost.

The work of the first six months of Segment I is to provide:

- a. full description of the nominal system and the evaluation of its cost and performance (including efficiency train)

- b. preliminary design and analysis of the nominal receiver configuration
- c. description of various other engineering options and parameter ranges which may be used to improve the performance and cost of the nominal system
- d. recommendations for the group of configuration options to be evaluated in order to achieve the Objectives of Segment I
- e. full report of the progress, status and impact of the 10 tasks which are under way at this point and description of how these tasks are leading to the achievement of the objectives of Segment I.

C. RESEARCH PROGRAM

The research to be performed in Segment I consists of 10 tasks described below and in Attachment A.

1. Thermo-Optical Analysis

For two or more collector-receiver concepts, establish effects of inclination (0 to 30 degrees), rim angle (0 to 40 degrees), errors (alignment, asphericity: to be treated with at least simple "effective solar diameter" techniques), energy capture (instantaneous for solstice and equinox and yearly daytime average), heat-transmission, thermal losses, fluid state (temperature, pressure, flow rate), materials, reflectivity (80 - 100%) on performance and cost. The fluid shall be water and the thermodynamic cycle shall be compatible with available steam turbines.

2. Examination of Reflector Surface and Support Structure Options

- a. examine at least two types of reflector surface (e.g., glass (second surface), Alzak, and silvered teflon) and two types of support structure (e.g., z-member, honeycomb)
- b. evaluate construction techniques (e.g., space frame, excavation gunnite, hybrid) and their relationships to geometry (rim angle, tilt angle, aperture diameters, accuracy under operating conditions), soil conditions on site, and techniques of attachment
- c. estimate structural requirements for receiver and cantilever structure.

3. Identification of Survivability, Maintenance, and Safety Restrictions

(See Attachment A, page II-3, Task III.)

4. Assessment of Energy Storage Requirements and Options

(See Attachment A, page II-3, Task IV.)

5. Investigation of Electrical Production and Distribution Options

- a. procure and evaluate performance and cost data for suitable available turbine-generators using available manufacturer's data. The turbines considered shall have 5MWe capability, appropriate for the Crosbyton System with respect to efficiency, inlet fluid state, off-design performance (from manufacturer's data), and installed cost
- b. estimate functional requirements and cost of the power distribution interface for the prototype system with the Crosbyton municipal system. Identify impact on prototype system design requirement.

6. Analysis of Receiver Concepts

- a. select receiver support and control strategies and recommend a nominal strategy
- b. develop two or more fluid system configurations and control strategies and evaluate them for application to the Crosbyton prototype.
- c. produce a conceptual fluid flow design and consider the wall-fluid heat transfer interface along with estimates of thermal and mechanical stresses

7. Analysis of Site Dependent Factors

- a. document the solar-meteorological environment of the potential sites at Crosbyton by gathering and analyzing data including: direct beam insolation and wind and dust parameters affecting structural support, thermal and optical losses, and mirror surface survivability. The Contractor shall indicate how this information is to be obtained within the contract period and notify the Technical Project Officer before proceeding with this.
- b. document the soil and geological structure of the potential sites by gathering and analyzing core sample

data. (The Contractor shall acquire the necessary instrumentation to conduct the site analysis in a manner consistent with the budget in Attachment A.)

8. System Modeling and Simulation

- a. Prepare an efficiency train (energy loss) for both the ATS and the nominal prototype through electrical generation for solstices and equinoxes and average for the year.
- b. Perform cost analysis on both the ATS and on the nominal prototype.
- c. Synthesize preliminary analytical capabilities and perform preliminary parametric analysis around the nominal FMDF system to identify features to be incorporated in the ATS.

9. Specification of Data Requirements, Instrumentation and Processing

In this task all measurements to be made on the test system will be defined and appropriate instrumentation hardware specified.

10. Design of Analog Test System

Formulate a preliminary design for the ATS, specifying size and configuration.

D. REPORTING OF RESEARCH PROGRESS

1. Monthly progress reports will be submitted not later than fourteen days after expiration of each month of effort. The reports will be submitted in narrative form and shall describe all work performed during each month by task and its relation to other tasks being performed in parallel. The reports will be submitted to the Technical Project Officer of the Division of Solar Energy, Washington, D.C. 20545. A copy of each report will be simultaneously submitted to the Contracting Officer.
2. A summary report of all work performed during the initial six months of Segment I will be submitted ten days prior to the expiration of the sixth month of effort to the Technical Project Officer, Division of Solar Energy, Washington, D.C. 20545. A copy of the summary report will also be submitted simultaneously to the Contracting Officer.

3. A summary report of all work to be performed during Segment I will be submitted twenty days prior to the expiration of the tenth month of effort to the Technical Project Officer, Division of Solar Energy, Washington, D.C. 20545. A copy of the summary report will also be submitted simultaneously to the Contracting Officer.

E. REVIEW OF REPORTS SUBMITTED

1. The Technical Project Officer will approve/disapprove each monthly report submitted covering the progress of the work being performed by the Contractor. The Technical Project Officer can not direct any changes to the work being performed which affect cost, performance or the period of performance set forth in the contract.
2. The 6-month summary report will be reviewed by ERDA. ERDA will determine the course, scope, and objectives for the remainder of Segment I.
3. The Segment I summary report will be reviewed by ERDA. The Government will decide by the end of the 10th month whether or not to fund Segment II. The Contractor and the Government may agree to a revised budget and work statement for Segment II.

ARTICLE A-II - RESEARCH TO BE PERFORMED IN SEGMENT II

Segment II is estimated to be a 15-month effort consisting of 13 tasks described in Attachment A pursuant to the attainment of the research objectives described below. The scope and objectives of Segment II are subject to revision by joint agreement by the Contractor and the Government at the end of Segment I. Based upon its evaluation of the Segment I research, the Government may elect not to fund Segment II.

A. OBJECTIVES

The objectives of Segment II are the objectives of Phase I; namely, to provide extensive analytical and empirical research for:

1. evaluation, comparison, and refinement of various engineering options which are available for possible use for the Crosbyton Solar Power System
2. system modeling
3. optimization.

The results of this study will be a preliminary definition of a prototype system with documentation of the analysis leading to that definition and its cost estimate.

B. SCOPE

The work of Segment II is to provide:

1. the preliminary design for the Crosbyton 5MWe Solar-Thermal Electric Power Plant (CSPP) and a cost estimate for its construction
2. explanation of the basis for selection of the design parameters and for the cost estimate
3. selection of a specific site for building the CSPP
4. description of the site characteristics and justification of the choice of site; application of site data
5. a complete description of the expected performance of the prototype and thorough documentation of the basis for that expectation
6. description of various options and modifications that might be utilized at other, somewhat similar, sites
7. evaluation of fabrication, operations and testing with the Analog Test Systems and identification of this experience is fastened into recommended Crosbyton design
8. a full report of the status and results of the 13 tasks (I-XIII of Attachment A) which were utilized to achieve objectives 1 through 6 above.

C. RESEARCH PROGRAM

Contingent upon the Government's decision to fund Segment II, the research program of Segment II shall be as described in Attachment A, but is subject to possible modifications negotiated at the end of Segment I.

D. REPORTING OF RESEARCH PROGRESS

The manner of reporting shall be determined as appropriate at the Government's decision point at the end of Segment I.

E. REVIEW OF REPORTS SUBMITTED

Based on a review of the Phase I research program, the Government will decide whether or not to conduct Phase II (described in Attachment A).

APPENDIX B
GENERAL PROVISIONS

B-1 - DEFINITIONS

- (a) The term "ERDA" means the Energy Research and Development Administration, the Administrator of Energy Research and Development, or any duly authorized representative of the Administrator including the Contracting Officer except for the purpose of deciding an appeal under the clause entitled "Disputes."
- (b) The term "Contracting Officer" means the person executing this contract on behalf of the Government and includes his successors or any duly authorized representative of any such person.
- (c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

B-2 - ALLOWABLE COSTS

- (a) The ERDA shall pay to the Contractor for performance of this contract the allowable direct costs incident to its performance plus the allocable portion of the allowable indirect costs of the Contractor as determined in accordance with:
 - (1) Subpart 1-15.3 of the Federal Procurement Regulations (41 CFR 1-15.3) as that text is amended by Federal Management Circular (FMC) 73-8 as of the date of commencement of the contract period or, with respect to periods of extension of contract performance, as of the date of commencement of the pertinent extension period;
 - (2) FMC 73-6 as it may be amended from time to time; and
 - (3) The terms of this contract.
- (b) In addition to other costs declared to be unallowable, the salary or other compensation (and expenses related thereto) of any individual employed under the contract as a consultant or in another comparable employment capacity who is an employee of another organization and concurrently performing work on a full-time annual basis for that organization under a cost-type contract with the ERDA shall be unallowable; except to the extent that cash payment therefor is required pursuant to the provisions of the contract or procedures of the ERDA applicable to the borrowing of such an individual from another cost-type contractor.

B-3 - RESERVED

B-4 - ACCOUNTS, RECORDS, INSPECTION AND REPORTS

- (a) Accounts. The Contractor shall maintain accounts, records, documents, and other evidence showing and supporting all allowable costs, including the Contractor's contribution, if any, incurred, revenues or other applicable credits, and the receipt, use, and disposition of all Government property coming into the possession of the Contractor under this contract. The system of account employed by the Contractor shall be satisfactory to the ERDA and in accordance with generally accepted accounting principles consistently applied and consistent with the requirements of OMB Circular No. A-21, revised, as constituted on the effective commencement date of the contract period.
- (b) Inspection and audit of accounts and records. All books of account and records relating to this contract shall be subject to inspection and audit by the ERDA at all reasonable time, before and during the period of retention provided for in (d) below, and the Contractor shall afford the ERDA proper facilities for such inspection and audit.
- (c) Audit of subcontractors' records. The Contractor also agrees with respect to any subcontracts (including lump-sum or unit-price subcontracts or purchase orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor or vendor of any tier, that such subcontracts will permit the conduct of an audit by the Government and by the Contractor of the cost of the subcontract in a manner satisfactory to the Contracting Officer, or in the case of lower tier subcontracts have the audit conducted by the next higher tier subcontractor or vendor in a manner satisfactory to the Contractor and the Contracting Officer, except where the Contracting Officer elects to waive such audit or to approve other arrangements for the conduct of the audit. The Government agrees to perform such audits, to the extent it deems audit necessary, provided the Contractor gives the Contracting Officer timely notice in writing of the fact that it is unable to perform such audit with its own forces.
- (d) Disposition of records. Except as agreed upon by the Government, and the Contractor, all financial and cost reports, books of account and supporting documents, and other data evidencing cost allowable and revenues and other applicable credits under this contract in the possession of the Contractor relating to this contract shall be preserved by the Contractor for a period of three (3) years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor.
- (e) Reports. The Contractor shall make progress and other reports in such manner and at such times as specified in Appendix A. In addition, the Contractor shall furnish such other progress reports and schedules,

financial and cost reports, and other reports concerning the work under this contract as the Contracting Officer may from time to time require.

- (f) Inspections. The ERDA shall have the right to inspect the work and activities of the Contractor under this contract, in such manner and at all reasonable times as it shall deem appropriate.
- (g) Subcontracts. The Contractor further agrees to require the inclusion of provisions similar to those in paragraphs (a) through this paragraph (g) of this clause in all subcontracts (including lump-sum or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.
- (h) Conferences. The Contractor shall confer with the ERDA at mutually agreeable times and places in regard to the Contractor's activities under the contract.

B-5 - DISCLOSURE OF INFORMATION

- (a) It is mutually expected that the activities under this contract will not involve Restricted Data or other classified information or material. It is understood, however, that if in the opinion of either party this expectation changes prior to the expiration or termination of all activities under this contract, said party shall notify the other party accordingly in writing without delay. In any event, the Contractor shall classify, safeguard, and otherwise act with respect to all Restricted Data and other classified information and material, in accordance with applicable law and the requirements of the ERDA, and shall promptly inform the ERDA in writing if and when Restricted Data or other classified information or material becomes involved. If and when Restricted Data or other classified information or material becomes involved, or in the mutual judgment of the parties it appears likely that Restricted Data or other classified information or material may become involved, the Contractor shall have the right to terminate performance of the work under this contract and in such event the provisions of this contract respecting termination for the convenience of the Government shall apply.
- (b) The Contractor shall not permit any individual to have access to Restricted Data, or other classified information, except in accordance with the Atomic Energy act of 1954, as amended, and the ERDA's regulations or requirements.
- (c) The term "Restricted Data" as used in this clause means all data concerning the design, manufacture, or utilization of atomic weapons, the production of special nuclear material or the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.

B-6 - PUBLICATION OF RESULTS

- (a) Research results obtained under this contract shall be made available to all through normal and accepted channels without restriction except that no Restricted Data as defined in the Atomic Energy Act of 1954, as amended, or other classified information shall be disclosed to unauthorized persons. Such publication shall indicate that the research was supported by the ERDA. A copy of each article submitted by the Contractor for publication shall be promptly sent to the ERDA. The Contractor shall also inform the ERDA when the article is published and furnish 8 copies of the article as finally published.
- (b) It is recognized that during the course of the work hereunder or subsequent thereto, the Contractor, its employees, or its subcontractors, may from time to time desire to publish, within the limit of security requirements, information regarding technical or scientific developments arising in the course of the contract. In order that public disclosure of such information will not adversely affect the patent interest of the ERDA, patent approval for release shall be secured from the ERDA prior to any such publication.

B-7 - PATENT RIGHTS

- (a) Definitions.
 - (1) "Subject Invention" means any invention or discovery of the Contractor conceived or first actually reduced to practice in the course of or under this contract, and includes any art, method, process, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plants, whether patented or unpatented under the Patent Laws of the United States of America or any foreign country.
 - (2) "Patent Counsel" means the ERDA Patent Counsel assisting the procuring activity.
- (b) Invention disclosures and reports.
 - (1) The Contractor shall furnish the Contracting Officer or Patent Counsel:
 - (i) A written report containing full and complete technical information concerning each Subject Invention within 6 months after conception or first actual reduction to practice whichever occurs first in the course of or under this contract, but in any event prior to any on sale, public use, or public disclosure of such invention known to the Contractor. The report shall identify the contract and inventor and shall be sufficiently complete in technical detail and appropriately illustrated by sketch or diagram to convey to one skilled

in the art to which the invention pertains a clear understanding of the nature, purpose, operation, and to the extent known, the physical, chemical, biological, or electrical characteristics of the invention;

- (ii) Upon request, but not more than annually, interim reports on an ERDA-approved form listing Subject Inventions for that period and certifying that all Subject Inventions have been disclosed or that there were no such inventions; and
 - (iii) A final report on an ERDA-approved form within 3 months after completion of the contract work listing all Subject Inventions and certifying that all Subject Inventions have been disclosed or that there were no such inventions.
- (2) The Contractor agrees that the Government may duplicate and disclose Subject Invention disclosures and all other reports and papers furnished or required to be furnished pursuant to the contract.
- (c) Allocation of principal rights.
- (1) Assignment to the Government. The Contractor agrees to assign to the Government the entire right, title, and interest throughout the world in and to each Subject Invention, except to the extent that rights are retained by the Contractor under paragraphs (c)(2) and (d) of this clause.
 - (2) Greater rights determinations. The Contractor or the employee-inventor with authorization of the Contractor may request greater rights than the non-exclusive license and the right to request foreign patent rights provided in paragraph (d) of this clause on identified inventions in accordance with the procedure and criteria of 41 CFR 9-9.109-6. A request for a determination of whether the Contractor or the employee-inventor is entitled to retain such greater rights must be submitted to the ERDA at the time of the first disclosure of the invention pursuant to paragraph (b)(1) of this clause or not later than 3 months thereafter or such longer period as may be authorized by the Contracting Officer or Patent Counsel for good cause shown in writing by the Contractor. The information to be submitted for a greater rights determination is specified in 41 CFR 9-9.109-6(e).
- (d) Minimum rights to the Contractor. The Contractor reserves a revocable, non-exclusive, paid-up license in each patent application filed in any country on a Subject Invention and any resulting patent in which the Government acquires title. Revocation shall be in accordance with the procedure of paragraphs (c)(2) and (3) of the clause in 41 CFR 9-9.107-5(a). The Contractor also has the right to request foreign rights in accordance with the procedures of paragraph (c)(4) of the clause in 41 CFR 9-9.107-5(a).

- (e) Employee and Subcontractor agreements. Unless otherwise authorized in writing by the Contracting Officer, the Contractor shall:
- (1) Obtain patent agreements to effectuate the provisions of the Patent Rights clause from all persons in its employ and assistants, associates and collaborators, who perform any part of the work under this contract except nontechnical personnel, such as clerical employees and manual laborers.
 - (2) Unless otherwise authorized or directed by the Contracting Officer in accordance with 41 CFR 9-9.107-4(f), the Contractor shall include the Patent Rights clause of 41 CFR 9-9.107-5(a) or 41 CFR 9-9.107-6 as appropriate, modified to identify the parties in any subcontract hereunder; and
 - (3) Promptly notify the Contracting Officer in writing upon the award of any subcontract containing a Patent Rights clause by identifying the Subcontractor, the work to be performed under the subcontract, and the dates of award, and estimated completion. Upon the request of the Contracting Officer the Contractor shall furnish a copy of the subcontract to such requestor.
- (f) Publication. It is recognized that during the course of the work under this contract, the Contractor or its employees may from time to time desire to release or publish information regarding scientific or technical developments made or conceived in the course of or under this contract. In order that public disclosure of such information will not adversely affect the patent interests of the ERDA or the Contractor, patent approval for release or publication shall be secured from Patent Counsel prior to any such release or publication.
- (g) Atomic Energy.
- (1) No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, shall be asserted by the Contractor or its employees with respect to any invention or discovery made or conceived in the course of or under this contract.
 - (2) Except as otherwise authorized in writing by the Contracting Officer, the Contractor will obtain patent agreements to effectuate the provisions of paragraph (g)(1) of this clause from all persons who perform any part of the work under this contract, except nontechnical personnel such as clerical employees and manual laborers.
- (h) Patent Indemnity. Except as otherwise authorized in writing by the Contracting Officer, the Contractor will insert in purchase orders for standard commercial items a provision indemnifying the Government against liability for use of any invention or discovery and

for the infringement of any Letters Patent arising by reason of the purchase, use, or disposal by or for the account of the Government of items manufactured or supplied under the purchase order.

B-8 - WRITTEN MATERIAL

- (a) The Contractor hereby grants to the Government a royalty-free, non-exclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrightable material produced or composed or delivered to the Government or its designees under this contract, including work not first produced or composed by the Contractor in the course of performance under this contract but incorporated in the material produced or composed or delivered under this contract (but only to the extent that the Contractor now has, or prior to final settlement of the contract may have, the right to grant such license to such previously produced or composed work without becoming liable to pay compensation to others solely because of such grant).
- (b) The Contractor agrees that except as the ERDA may otherwise specifically authorize in writing, the Contractor will not include in any report or other material delivered under this contract, or in any published material relating to the work under this contract, any copyrighted material owned by others which such owners have not consented to have so included.
- (c) The ERDA will not publish in advance of the Contractor's publication without prior consultation with the Contractor.

B-9 - ASSIGNMENT

Neither this contract or any interest therein nor claim thereunder shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the ERDA.

B-10 - TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

- (a) The performance of work under this contract may be terminated, in whole or from time to time in part, by the Government whenever for any reason the Contracting Officer shall determine that such termination is in the best interest of the Government. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- (b) After receipt of the Notice of Termination the Contractor shall cancel his outstanding commitments hereunder covering the procurement of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of his outstanding commitments covering personal services and extending beyond the date

of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments the Contractor agrees to:

- (1) Settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all purposes of this clause, and
 - (2) Assign to the Government, in the manner, at the time, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (c) The Contractor shall submit his termination claim to the Contracting Officer promptly after receipt of a Notice of Termination, but in no event later than one year from the effective date thereof, unless one or more extensions in writing are granted by the Contracting Officer upon written request of the Contractor within such one-year period or authorized extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the ERDA's procedures in effect as of the date of execution of this contract, determine, on the basis of the information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- (d) Any determination of costs under paragraph (c) shall be governed by the contract cost principles and procedures in Subpart 1-15.3 of the Federal Procurement Regulations (41 CFR 1-15.3) in effect on the date of this contract.
- (e) Subject to the provisions of paragraph (c) above, and subject to any review required by the ERDA's procedures in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Contractor and any reasonable loss upon outstanding commitments for personal services which he is unable to cancel: Provided, however, That in connection with any outstanding commitments for personal services which the Contractor is unable to cancel, the Contractor shall have exercised reasonable diligence to divert such commitments to his other activities and operations. Any such agreement shall be embodied in an amendment to this contract and the Contractor shall be paid the agreed amount.

- (f) The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of this contract, whenever, in the opinion of the Contracting Officer, the aggregate of such payments is within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the Government upon demand: Provided That if such excess is not so paid upon demand, interest thereon shall be payable by the Contractor to the Government at the rate of 6 percent per annum, beginning 30 days from the date of such demand.
- (g) The Contractor agrees to transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, such information and items which, if the contract had been completed, would have been required to be furnished to the Government, including:
- (1) Completed or partially completed plans, drawings, and information; and
 - (2) Materials or equipment produced or in process or acquired in connection with the performance of the work terminated by the notice.

Other than the above, any termination inventory resulting from the termination of the contract may, with the written approval of the Contracting Officer, be sold or acquired by the Contractor under the conditions prescribed by and at a price or prices approved by the Contracting Officer. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of work covered by this contract or paid in such other manner as the Contracting Officer may direct. Pending final disposition of the property arising from the termination, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

- (h) Any disputes as to questions of fact which may arise hereunder shall be subject to the "Disputes" clause of this contract.

B-11 - FOREIGN TRAVEL

Foreign travel shall be subject to the prior approval of the Contracting Officer for each separate trip regardless of whether funds for such travel are contained in an approved budget. Foreign travel is defined as any travel outside of Canada and the United States and its territories and possessions.

B-12 - CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

B-13 - COVENANT AGAINST CONTINGENT FEES

(a) Warranty - Termination or deduction for breach:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(b) Subcontracts and purchase orders:

Unless otherwise approved by the Contracting Officer in writing, the Contractor shall cause provisions similar to the foregoing to be inserted in all subcontracts and purchase orders entered into under the contract.

B-14 - DISPUTES

- (a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Administrator or his designee. The decision of the Administrator or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

- (b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a), above: Provided, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

B-15 - EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the ERDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts, in accordance with procedures authorized in Executive Order No 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or a otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the ERDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the ERDA, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B-16 - OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

B-17 - RESERVED

B-18 - PERMITS

Except as the parties hereto may otherwise mutually agree, the Contractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations, and ordinances of the United States, and of the State, territory, and political subdivision in which the work under this contract is performed.

B-19 - EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

- (a) This clause is applicable if the amount of this contract exceeds \$10,000 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

- (b) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract unless the ERDA authorizes their prior disposition, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.
- (c) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract unless the ERDA authorizes their prior disposition, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- (d) The periods of access and examination described in (b) and (c), above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.
- (e) Nothing in this contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this contract.

B-20 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

- (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, apprentices, trainees, watchmen, and guards shall require or permit any laborer, mechanic, apprentice, trainee, watchman, or guard in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer, mechanic, apprentice, trainee, watchman, or guard receives compensation at a rate not less than one and one-half times

his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours.

- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, apprentice, trainee, watchman, or guard employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of his standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).
- (d) Subcontracts. The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.
- (e) Records. The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for 3 years from the completion of the contract.

B-21 - BUY AMERICAN ACT -- SUPPLY AND SERVICE CONTRACTS

- (a) In acquiring end products, the Buy American Act (41 U.S. Code 10a-10d) provides that the Government give preference to domestic source end products. For the purpose of this clause:
 - (i) "Components" means those articles, materials, and supplies which are directly incorporated in the end products;
 - (ii) "End products" means those articles, materials, and supplies which are to be acquired under this contract for public use; and
 - (iii) A "domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the

cost of all its components. For the purposes of this (a)(iii) (B), components of foreign origin of the same type or kind as the products referred to in (b)(ii) or (iii) of this clause shall be treated as components mined, produced, or manufactured in the United States.

- (b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products:
 - (i) Which are for use outside the United States;
 - (ii) Which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;
 - (iii) As to which the Administrator or his designee determines the domestic preference to be inconsistent with the public interest; or
 - (iv) As to which the Administrator or his designee determines the cost to the Government to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954.)

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B-22 - LITIGATION AND CLAIMS

- (a) Initiation of Litigation. If the Government requires the Contractor to initiate litigation, including proceedings before administrative agencies, in connection with this contract, the Contractor shall proceed with the litigation in good faith as directed from time to time by the Contracting Officer: Provided, however, That in those instances in which such an assignment would be legally effective and enable the litigation or proceeding to be instituted and carried on for the Government's purposes the Contractor shall have the right to assign the cause to the Government for the latter's initiation or prosecution. In the latter case, the Contractor shall cooperate fully with the Government and provide such assistance as the Government shall request in the prosecution of the litigation.
- (b) Defense and Settlement of Claims. The Contractor shall give the Contracting Officer immediate notice in writing (1) of any action, including any proceeding before an administrative agency, filed against the Contractor, arising out of the performance of this contract and which would, if successful, constitute a directly allowable cost and (2) of any claim against the Contractor the cost and expense of which is an allowable cost under the article entitled "Allowable Costs." Except as otherwise directed by the Contracting Officer, in writing, the Contractor shall furnish immediately to the Contracting Officer copies of all pertinent papers received by the Contractor with respect to such action or claims. To the extent not in conflict with any applicable policy of insurance, the Contractor may, with the Contracting Officer's approval, settle any such action or claim, shall effect at the Contracting Officer's request an assignment and subrogation in favor of the Government of all the Contractor's rights and claims (except those against the Government) arising out of any such action or claims against the Contractor, and, if required by the Contracting Officer, shall authorize representatives of the Government to settle or defend any such action or claim and to represent the Contractor in, or to take charge of, any action: Provided, however, To the extent not inconsistent with the Government's interests, the Contractor may, at his own expense, be associated with the representatives of the Government in settlement or defense of any such claim or action. If the settlement or defense of an action or claim against the Contractor is undertaken by the Government, the Contractor shall furnish all reasonable assistance in effecting a settlement or asserting a defense. Where an action against the Contractor is not covered by a policy of insurance, the Contractor shall, with the approval of the Contracting Officer, proceed with the defense of the action in good faith; and in such event the defense of the action shall be at the expense of the Government: Provided, however, That the Government shall not be liable for such expense to the extent that it would have been compensated for by insurance which was required by law or by the written direction of the Contracting Officer, but which the Contractor failed to secure through its own fault

or negligence. The Contractor's "charitable defense" (i.e., such defense as is available to the Contractor as a matter of law because of the Contractor's eleemosynary character) shall not be asserted if the assertion of such a defense contravenes the Contractor's established policy.

B-23 REQUIRED BONDS AND INSURANCE - EXCLUSIVE OF GOVERNMENT PROPERTY
(COST-TYPE CONTRACTS).

The Contractor shall procure and maintain such bonds and insurance as are required by law or by the written direction of the Contracting Officer. The terms of any such bond or insurance policy shall be submitted to the Contracting Officer for approval upon request. In view of the provisions of the clause entitled "Property," the Contractor shall not procure or maintain for its own protection any insurance covering loss or destruction of or damage to Government-owned property. Nothing herein shall preclude the Contractor from obtaining or maintaining insurance at its own cost and expense to cover any insurable interest it may have in such "Government-owned property."

B-24 - RESERVED.

B-25 - KEY PERSONNEL

It having been determined that the individuals, if any, whose names appear elsewhere in this contract as "key personnel," or other persons mutually acceptable as persons of substantially equal abilities and qualifications are necessary for the successful performance of this contract, the Contractor agrees, insofar as it is able, to make available such employees or persons for the performance of the work under this contract. Whenever for any reason, one or more of the aforementioned employees is unavailable for performance of the work under the contract, the Contractor shall use its best efforts to replace such employee with an employee of substantially equal abilities and qualifications who is satisfactory to the Contracting Officer.

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B-26 - PROPERTY

- (a) Furnishing of Government property. The Government reserves the right to furnish any property, and such services as may be mutually agreed upon, for the performance of the work.
- (b) Title to property. Title to all property furnished by the Government shall remain in the Government except as otherwise provided in this article. Except as otherwise provided by the Contracting Officer, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the Contractor, the cost of which is allowable as a direct item of cost under this contract, shall pass directly from the vendor to the Government. The Government reserves the right to inspect and in lieu of and prior to the Contractor's inspection and acceptance or rejection to accept or reject any item of such property. The Contractor shall make such disposition of rejected items as the Contracting Officer shall direct. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Government upon (i) Issuance for use of such property in the performance of this contract, or (ii) commencement of processing or use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Government, whichever first occurs. Property furnished by the Government and property purchased or furnished by the Contractor, title to which vests in the Government under this paragraph, is hereinafter referred to as Government property. Title to Government property shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.
- (c) Identification. To the extent directed by the Contracting Officer, the Contractor shall identify Government property coming into the Contractor's possession or custody by making or segregating in such a way, satisfactory to the Contracting Officer, as shall indicate its ownership by the Government.
- (d) Disposition. The Contractor shall make such disposition of Government property which has come into the possession or custody of the Contractor under this contract as the Contracting Officer shall direct. When authorized in writing by the Contracting Officer during the progress of the work or upon completion or termination of this contract, the Contractor may, upon such terms and conditions as the Contracting Officer may approve, sell or exchange such property, or acquire such property at a price agreed upon by the Contracting Officer and the Contractor as the fair value thereof. The amount received by the Contractor as the result of any disposition, or the amount of the agreed fair value of any such property acquired by the

Contractor, shall be applied in reduction of costs allowable under this contract or shall be otherwise credited to account of the Government, as the Contracting Officer may direct. Upon completion of the work or the termination of this contract the Contractor shall render an accounting, as prescribed by the Contracting Officer, of all Government property which has come into the possession or custody of the Contractor under this contract.

- (e) Protection of Government property - classified materials. The Contractor shall take all reasonable precautions, as directed by the Contracting Officer, or in the absence of such directions in accordance with sound practice, to safeguard and protect Government property in the Contractor's possession or custody. Special measures shall be taken by the Contractor in the protection of and accounting for any classified or special materials involved in the performance of this contract in accordance with the regulations and requirements of the ERDA.
- (f) Risk of loss of Government Property. The Contractor shall not be liable for loss or destruction of or damage to Government property in the Contractor's possession unless such loss, destruction, or damage results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to take all reasonable steps to comply with any appropriate written directives of the Contracting Officer to safeguard such property under paragraph (e) hereof. The term "Contractor's managerial personnel" as used herein means the Project Manager and the Project Director.
- (g) Steps to be taken in event of loss. Upon the happening of any loss or destruction of or damage to Government property in the possession or custody of the Contractor, the Contractor shall immediately inform the Contracting Officer of the occasion and extent thereof, shall take all reasonable steps to protect the property remaining, and shall repair or replace the lost, destroyed, or damaged property if and as directed by the Contracting Officer, but shall take no action prejudicial to the right of the Government to recover therefor and shall furnish to the Government, on request, all reasonable assistance in obtaining recovery.
- (h) Government property for Government use only. Government property shall be used only for the performance of this contract, except as otherwise approved by the Contracting Officer.

B-27 - SUBCONTRACTS AND PURCHASE ORDERS

The Contractor shall not subcontract any part of the research and development effort without the written approval of the Contracting Officer. Purchase orders shall not be entered into by the Contractor for items whose purchase is expressly prohibited by the written direction of the Contracting Officer. The Government reserves the right, at any time, to require that the Contractor submit any or all other contractual arrangements, including, but not limited to, subcontracts, purchase orders or classes or purchase orders, for approval, and provide information concerning methods, practices, and procedures used or proposed to be used in subcontracting and purchasing. The Contractor shall use methods, practices, or procedures in subcontracting and purchasing which are acceptable to the Contracting Officer. Subcontracts and purchase orders shall be made in the name of the Contractor, shall not bind nor purport to bind the Government, shall not relieve the Contractor of any obligation under this contract (including, among other things, the obligation properly to supervise and coordinate the work of subcontractors) and shall be in such form and contain such provisions as are required by this contract or as the Contracting Officer may prescribe.

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B-28 - UTILIZATION OF LABOR SURPLUS AREA CONCERNS

(The following article is applicable if this contract exceeds \$10,000.)

- (a) It is the policy of the Government to award contracts to labor surplus area concerns that:
 - (1) have been certified by the Secretary of Labor (hereafter referred to as certified-eligible concerns with first or second preferences) regarding the employment of a proportionate number of disadvantaged individuals and have agreed to perform substantially (i) in or near sections of concentrated unemployment or underemployment or in persistent or substantial labor surplus areas or (ii) in other areas of the United States, respectively, or
 - (2) Are noncertified concerns which have agreed to perform substantially in persistent or substantial labor surplus areas, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy.
- (b) In complying with paragraph (a) of this clause and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns" the Contractor in placing his subcontracts shall observe the following order of preference:
 - (1) Certified-eligible concerns with a first preference which are also small business concerns;
 - (2) Other certified-eligible concerns with a first preference;
 - (3) Certified-eligible concerns with a second preference which are also small business concerns;
 - (4) Other certified-eligible concerns with a second preference;
 - (5) Persistent or substantial labor surplus area concerns which are also small business concerns;
 - (6) Other persistent or substantial labor surplus area concerns; and
 - (7) Small business concerns which are not labor surplus area concerns.

B-29 - UTILIZATION OF SMALL BUSINESS CONCERNS

- (a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.
- (b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

B-30 - LABOR SURPLUS AREA SUBCONTRACTING PROGRAM

(The following clause is applicable if this contract exceeds \$500,000.)

- (a) The Contractor agrees to establish and conduct a program which will encourage labor surplus area concerns to compete for subcontracts within their capabilities. In this connection, the Contractor shall -
 - (1) Designate a liaison officer who will (i) maintain liaison with duly authorized representatives of the Government on labor surplus area matters, (ii) supervise compliance with the Utilization of Concerns in Labor Surplus Areas clause, and (iii) administer the Contractor's "Labor Surplus Area Subcontracting Program;"
 - (2) Provide adequate and timely consideration of the potentialities of labor surplus area concerns in all "make-or-buy" decisions;
 - (3) Assure that labor surplus area concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of labor surplus area concerns;
 - (4) Maintain records showing procedures which have been adopted to comply with the policies set forth in this clause. Records maintained pursuant to this clause will be kept available for review by the Government until the expiration of 1 year after the award of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulations; and
 - (5) Include the Utilization of Concerns in Labor Surplus Areas clause in subcontracts which offer substantial labor surplus area subcontracting opportunities.
- (b) A "labor surplus area concern" is a concern that (1) has been certified by the Secretary of Labor (hereafter referred to as a certified-eligible concern) regarding the employment of a proportionate number of disadvantaged individuals and has agreed to perform substantially in or near sections of concentrated unemployment or underemployment, in persistent or substantial labor surplus areas, or in other areas

of the United States or (2) is a noncertified concern which has agreed to perform a substantial proportion of a contract in persistent or substantial labor surplus areas. A certified-eligible concern shall be deemed to have performed a substantial proportion of a contract in or near sections of concentrated unemployment or underemployment, in persistent or substantial labor surplus areas, or in other areas if the costs that the concern will incur on account of manufacturing or production in or near such sections or in such areas (by itself, if a certified concern, or by certified concerns acting as first-tier subcontractors) amount to more than 25 percent of the contract price. A concern shall be deemed to have performed a substantial proportion of a contract in persistent or substantial labor surplus areas (by itself or its first-tier subcontractors) if the costs that the concern will incur on account of production or manufacturing in such areas amount to more than 50 percent of the contract price.

- (c) The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 and which contains the Utilization of Concerns in Labor Surplus Areas clause, provisions which shall conform substantially to the language of this clause, including this paragraph (c), and to notify the Contracting Officer of the names of such subcontractors.

B-31 - SMALL BUSINESS SUBCONTRACTING PROGRAM

(The following clause is applicable if this contract exceeds \$500,000.)

- (a) The Contractor agrees to establish and conduct a small business subcontracting program which will enable small business concerns to be considered fairly as subcontractors and suppliers under this contract. In this connection, the Contractor shall -
- (1) Designate a liaison officer who will (i) maintain liaison with the Government on small business matters, (ii) supervise compliance with the Utilization of Small Business Concerns Clause, and (iii) administer the Contractor's "Small Business Subcontracting Program."
 - (2) Provide adequate and timely consideration of the potentialities of small business concerns in all "make-or-buy" decisions.
 - (3) Assure that small business concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of small business concerns. Where the Contractor's lists of potential small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (4) Maintain records showing (i) whether such prospective subcontractor is a small business concern, (ii) procedures which have been adopted to comply with the policies set forth in this clause, and (iii) with respect to the letting of any subcontract (including purchase orders) exceeding \$10,000, information substantially as follows:
 - (A) Whether the award went to large or small business.
 - (B) Whether less than three or more than two small business firms were solicited.
 - (C) The reason for nonsolicitation of small business if such was the case.
 - (D) The reason for small business failure to receive the award if such was the case when small business was solicited.

The records maintained in accordance with (iii) above may be in such form as the Contractor may determine, and the information shall be summarized quarterly and submitted by the purchasing department of each individual plant or division

to the Contractor's cognizant small business liaison officer. Such quarterly summaries will be considered to be management records only and need not be submitted routinely to the Government; however, records maintained pursuant to this clause will be kept available for review by the Government until the expiration of 1 year after the award of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

- (5) Notify the Contracting Officer before soliciting bids or quotations on any subcontract (including purchase orders) in excess of \$10,000 if (i) no small business concern is to be solicited, and (ii) the Contracting Officer's consent to the subcontract (or ratification) is required by a "Subcontracts" clause in this contract. Such notice will state the Contractor's reasons for nonsolicitation of small business concerns, and will be given as early in the procurement cycle as possible so that the Contracting Officer may give SBA timely notice to permit SBA a reasonable period to suggest potentially qualified small business concerns through the Contracting Officer. In no case will the procurement action be held up when to do so would, in the Contractor's judgment, delay performance under the contract.
 - (6) Include the Utilization of Small Business Concerns clause in subcontracts which offers substantial small business subcontracting opportunities.
 - (7) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's subcontracting procedures and practices that the Contracting Officer may from time to time conduct.
 - (8) Submit quarterly reports of subcontracting to small business concerns on either Optional Form 61, Small Business Subcontracting Program Quarterly Report of Participating Large Company on Subcontract Commitments to Small Business Concerns, or such other form as may be specified in the contract. Except as otherwise provided in this contract, the reporting requirements of this subparagraph (8) do not apply to small business contractors, small business subcontractors, educational and non-profit institutions, and contractors or subcontractors for standard commercial items.
- (b) A "small business concern" is a concern that meets the pertinent criteria established by the Small Business Administration and set forth in paragraph 1-1.701 of the Federal Procurement Regulations.
 - (c) The Contractor agrees that, in the event he fails to comply with his contractual obligations concerning the small business subcontracting

program, this contract may be terminated, in whole or in part, for default.

- (d) The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 and which contains the Utilization of Small Business Concerns clause, provisions which shall conform substantially to the language of this clause, including this paragraph (d), and to notify the Contracting Officer of the names of such subcontractors.

B-32 - RESERVED

B-33 - PAYMENTS

- (a) Payments on account of allowable costs. Once each month (or at more frequent intervals, if approved by the Contracting Officer) the contractor may submit to the Contracting Officer, in such form and reasonable detail as he may require, an invoice or voucher supported by a statement of cost incurred by the contractor in the performance of this contract and claimed to constitute allowable costs. When pension contributions are paid by the Contractor to the retirement fund less frequently than quarterly, accrued costs therefor shall be excluded from indirect costs for payment purposes until such costs are paid. If pension contributions are paid on a quarterly or more frequent basis, accruals therefor may be included in indirect costs for payment purposes provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from indirect cost for payment purposes until payment has been made. Promptly after receipt of each invoice or voucher the Government shall, subject to the provisions of (c) below, make payment thereon as approved by the Contracting Officer.
- (b) Audit adjustments. At any time or times prior to settlement under this contract the Contracting Officer may have invoices or vouchers and statements of cost audited. Each payment theretofore made shall be subject to reduction for amounts included in the related invoice or voucher which are found by the Contracting Officer, on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers.
- (c) Completion voucher. On receipt and approval of the invoice or voucher designated by the contractor as the "completion invoice" or "completion voucher" and upon compliance by the contractor with all the provisions of this contract (including, without limitation, the provisions relating to patents and provisions of (f) below) the Government shall promptly pay to the contractor any balance of allowable cost which has been withheld pursuant to (b) above or otherwise not paid to the contractor. The completion invoice or voucher shall be submitted by the Contractor promptly following

completion of the work under this contract but in no event later than one (1) year (unless within the year the Contracting Officer grants a further specific period of time) from the date of such completion.

- (d) Applicable credits. The contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the contractor or any assignee under this contract shall be paid by the contractor to the Government, to the extent that they are properly allocable to costs for which the contractor has been reimbursed by the Government under this contract. Reasonable expenses incurred by the contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the Contracting Officer.
- (e) Financial settlement. Prior to final payment under this contract, the contractor and each assignee under this contract whose assignment is in effect at the time of final payment under this contract shall execute and deliver.
 - (1) An assignment to the Government in form and substance satisfactory to the Contracting Officer of refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
 - (2) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:
 - (i) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the contractor;
 - (ii) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the contractor to third parties arising out of performance of this contract: Provided, That such claims are not known to the contractor on the date of the execution of the release: And provided further, That the contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the contractor that the Government is prepared to make final payment, whichever is earlier; and
 - (iii) Claims for reimbursement of costs (other than expenses of the contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the contractor under the provisions of this contract relating to patents.

- (f) The Contractor shall certify all invoices or vouchers submitted in accordance with the requirements of section K of FMC 73-8.

B-34 - RESERVED

B-35 - TAXES

- (a) The Contractor agrees to notify the ERDA of any State or local tax, fee, or charge levied or purported to be levied on or collected from the Contractor with respect to the contract work or any transaction thereunder and constituting an allowable item of cost if due and payable, but which, in the opinion of the Contractor or under the position of the ERDA as communicated to the Contractor, is inapplicable or invalid; and the Contractor further agrees to refrain from paying any such tax, fee, or charge unless authorized by the ERDA. Any State or local tax, fee, or charge paid with the approval of the ERDA or on the basis of advice from the ERDA that such tax, fee, or charge is applicable and valid, and which would otherwise be an allowable item of cost, shall not be disallowed as an item of cost by reason of any subsequent ruling or determination that such tax, fee, or charge was in fact inapplicable or invalid.
- (b) The Contractor agrees to take such action as may be required or approved by the ERDA to cause any such tax, fee, or charge referred to above to be paid under protest and to take such actions as may be required or approved by the ERDA to seek recovery of any payment made, including assignment to the Government or its designee of all rights to an abatement or refund thereof, and granting permission for the Government to join with the Contractor in any proceeding for the recovery thereof or to sue for recovery in the name of the Contractor. If the ERDA directs the Contractor to institute litigation to enjoin the collection of or to recovery payment of any such tax, fee, or charge referred to above, or if a claim or suit is filed against the Contractor for a tax, fee, or charge he has refrained from paying in accordance with this Article, (the procedures and requirements of Article B-22, "Litigation and Claims," shall apply) and the cost and expenses incurred by the Contractor shall be allowable items of cost, as provided in this contract, together with the amount of any judgment rendered against the Contractor.
- (c) The Government shall save the Contractor harmless from penalties and interest incurred through compliance with this article.

B-36 - SOVIET BLOC CONTROLS (unclassified research contracts with educational institutions)

In connection with the contract activities, the Contractor agrees to comply with the requirements set forth in Attachment A to Appendix B of this contract relating to the countries listed therein. From time to time, by written notice to the Contractor, the ERDA, shall have the right to change the listing of countries in Attachment A to Appendix B upon a determination by the ERDA that such change is in conformance with national policy. The Contractor shall have the right to terminate its performance under this

contract upon at least sixty (60) days' prior written notice to the ERDA if the Contractor determines that it is unable, without substantially interfering with its policies as an educational institution or without adversely affecting its performance, to continue performance of work under this contract as a result of a change in Attachment A to Appendix B made by the ERDA pursuant to the preceding sentence. If the Contractor elects to terminate performance, the provisions of this contract respecting termination for the convenience of the Government shall apply.

B-37 - CONSULTANT OR OTHER COMPARABLE EMPLOYMENT SERVICES OF CONTRACTOR EMPLOYEES

The Contractor shall require all employees who are employed full-time (an individual who performs work under the cost-type contract on a full-time annual basis) or part-time (50 percent or more of regular annual compensation received under terms of a contract with the ERDA) on the contract work to disclose to the contractor all consultant or other comparable employment services which the employees propose to undertake for others. The Contractor shall transmit to the Contracting Officer all information obtained from such disclosures. The Contractor will require any employee who will be employed full-time on the contract to agree, as a condition of his participation in such work, that he will not perform consultant or other comparable employment services for another ERDA cost-type Contractor under its contract with the ERDA except with the prior approval of the Contractor.

B-38 and B-39 - RESERVED

B-40 - CONDUCT OF EMPLOYEES

If the Contractor has not adopted conflict-of-interest policies consistent with ACE-AAUP, the Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor shall establish such standards and procedures as are necessary to implement effectively the provisions set forth in Energy Research and Development Administration Procurement Regulation 9-12.54 and such standards and procedures shall be subject to the approval of the Contracting Officer.

B-41 - RESERVED

B-42 - UTILIZATION OF MINORITY BUSINESS ENTERPRISES

- (a) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.
- (b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes,

- (b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

B-43 - MINORITY BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

(The following clause is applicable if this contract exceeds \$500,000.)

- (a) The Contractor agrees to establish and conduct a program which will enable minority business enterprises (as defined in the clause entitled "Utilization of Minority Business Enterprises") to be considered fairly as subcontractors and suppliers under this contract. In this connection, the Contractor shall -
- (1) Designate a liaison officer who will administer the Contractor's minority business enterprises program.
 - (2) Provide adequate and timely consideration of the potentialities of known minority business enterprises in all "make-or-buy" decisions.
 - (3) Assure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority business enterprises.
 - (4) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (ii) awards to minority business enterprises on the source list, and (iii) specific efforts to identify and award contracts to minority business enterprises.
 - (5) Include the Utilization of Minority Business Enterprises clause in subcontracts which offer substantial minority business enterprises subcontracting opportunities.
 - (6) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's minority business enterprises procedures and practices that the Contracting Officer may from time to time conduct.

- (7) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in subparagraph (4), above, in such form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.
- (b) The Contractor further agrees to insert, in any subcontract, hereunder which may exceed \$500,000, provisions which shall conform substantially to the language of this clause, including this paragraph (b), and to notify the Contracting Officer of the names of such subcontractors.

B-44 - DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(This clause is applicable pursuant to 41 CFR 60-250 if this contract is for \$10,000 or more.)

- (a) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment up-grading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in Paragraphs (d) and (e).

- (c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and

nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

- (d) The reports required by Paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the Contracting Officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.
- (e) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this Contract clause.
- (f) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- (g) The provisions of Paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.
- (h) As used in this clause:

- (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories; production and non-production; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
 - (2) "Appropriate office of the State employment service system" means the local office of the Federal/State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
 - (3) "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.
 - (4) "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment opening which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of its employees.
- (i) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - (j) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - (k) The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director of the Office of Federal Contract Compliance

Programs, provided by or through the Contracting Officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

- (1) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by terms of the Vietnam Era Veteran's Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- (m) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

B-45 - PAYMENT OF INTEREST ON CONTRACTOR'S CLAIMS

- (a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes clause of this contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a board of contract appeals.
- (b) Notwithstanding (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

B-46 - EMPLOYMENT OF THE HANDICAPPED

- (a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to

employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

- (b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.
- (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor, provided by or through the Contracting Officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Act and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (f) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for non-compliance.

B-47 - AUTHORIZATION AND CONSENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower-tier subcontract).

B-48 - NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The provisions of this clause shall be applicable only if the amount of this contract exceeds \$10,000.

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.
- (c) This clause shall be included in all subcontracts.

B-49 - RIGHTS IN TECHNICAL DATA

- (a) Definitions.

- (1) "Technical Data" means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental, or demonstration, or engineering work, or be usable or used to define a design or process, or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identification and related information. Technical data as used herein does not include financial reports, cost and analyses and other information incidental to contract administration.
- (2) "Proprietary Data" means technical data which are trade secrets, such as may be included in design procedures or techniques, chemical composition of materials, or manufacturing methods, processes, or treatments.

- (b) General. All technical data, as well as all copies thereof, resulting directly from performance of the contract work, shall be subject to inspection by the Contracting Officer or his representatives at all reasonable times (for which inspection the proper facilities shall be afforded the ERDA by the Contractor and its subcontractor), shall

be the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the Contractor and its subcontractors and vendors for additional compensation and shall, subject to the right of the Contractor to retain a copy of said data for its own use, be delivered to the Government, or otherwise disposed of by the Contractor, either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. The Contractor's right of retention and use shall be subject to the security, patent, and use of information provisions, if any, of this contract.

- (c) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other rights otherwise granted to the Government under any patent.

- (d) Copyrights.

- (1) The Contractor agrees, to and does hereby grant to the Government, and to its officers, agents, servants and employees acting within the scope of their duties, (i) a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of and to authorize others so to do, all copyrightable material first produced or composed under this contract by the Contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material; and (ii) a license as aforesaid under any and all copyrighted or copyrightable work not first produced or composed by the Contractor in the performance of this contract but which is incorporated in the material furnished under the contract, provided that such license shall be only to the extent the Contractor now has, or prior to completion of final settlement of the contract may acquire the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- (2) The Contractor agrees that it will not include any copyrighted material in any written or copyrightable material furnished or delivered under this contract, without a license as provided for in paragraph (1)(ii) hereof, or without the consent of the copyright owner, unless specific written approval of the Contracting Officer to the inclusion of such copyrighted material is secured.
- (3) The Contractor agrees to report to the Contracting Officer or Patent Counsel promptly and in reasonable written detail, any notice or claim of copyright infringement received by the Contractor with respect to any material delivered under this contract.

- (e) Unless otherwise authorized or directed by the Contracting Officer, the Contractor shall include a Technical Data Clause in any subcontract hereunder.
- (f) Each article submitted for journal publication shall contain a notice on the front to the effect that the publisher, by accepting the article for publication, acknowledges the U.S. Government's right to retain a nonexclusive, royalty-free license in and to any copyright covering the article. The notice should be similar to the following:

"By acceptance of this article, the publisher and/or recipient acknowledges the U.S. Government's right to retain a nonexclusive, royalty-free license in and to any copyright covering this paper."

B-50 - REPORTING OF ROYALTIES

If this contract is in an amount which exceeds \$10,000 and if any royalty payments are directly involved in the contract or are reflected in the contract price to the Government, the Contractor agrees to report in writing to the Contracting Officer or Patent Counsel during the performance of this contract and prior to its completion or final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this contract together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit identification of the patents or other basis on which the royalties are to be paid. The approval of the ERDA of any individual payments or royalties shall not stop the Government at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

ATTACHMENT A TO APPENDIX B

1. The following exchange activities of the Contractor shall be subject to ERDA approval on an individual case basis:
 - a. The employment by a Soviet Bloc country or organization of any person who works on behalf of the Contractor on the program provided for in this contract and persons whose travel is financially supported by the ERDA
 - b. The employment or guest participation of Soviet Bloc nationals in the program provided for in this contract.
 - c. Travel to the Soviet Bloc by Contractor employees on official travel or on unofficial travel when the individual possesses ERDA security clearance.
 - d. Participation by Soviet Bloc nationals at U.S. Conference meetings and symposia which are supported by ERDA funds, or organized and directed by persons reimbursed for such activities by ERDA and acting in the name of the ERDA or the Contractor.
2. Dissemination of unclassified published and unpublished ERDA technical information to foreign nations by the Contractor shall be governed by the policies and requirements set forth in ERDA Manual Chapter 3204, a copy of which will be furnished to the Contractor.
3. The following countries are "Soviet Bloc" countries within the meaning of this Attachment A:

SOVIET BLOC COUNTRIES

Albania

Bulgaria

China, including Manchuria and excluding Taiwan (Formosa) (includes Inner Mongolia; the provinces of Tsinghai and Sikang, Sinkiang; Tibet; the former Kwantung Leased Territory, the present Port Arthur Naval Base Area, and Liaoning Province)

Communist-controlled area of Viet Nam

Cuba

Czechoslovakia

East Germany (Soviet Zone of Germany and the Soviet Sector of Berlin)

Estonia

Hungary

Latvia

Lithuania

North Korea

Outer Mongolia

Poland and Danzig

Rumania

Union of Soviet Socialist Republics

UNITED STATES
ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION
ALBUQUERQUE OPERATIONS OFFICE

REPRESENTATIONS AND CERTIFICATIONS

This form is to be completed, signed, and returned with the proposal (offer).

THE OFFEROR REPRESENTS THAT: (Check as appropriate)

1. SMALL BUSINESS

He () is, (X) is not, a small business concern. (A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field or operations in which it is bidding on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration. For additional information see governing regulations of the Small Business Administration (13 CFR Part 121).

2. BUY AMERICAN CERTIFICATE

The offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the clause entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States:

Excluded end products (show country of origin for each excluded end product):

3. CONTINGENT FEE REPRESENTATION

(Applicable only to proposals in which the aggregate amount involved exceeds (\$10,000).) The offeror represents: (a) That he () has, (X) has not, employed or retained any company or person (other than a full-time bona-fide employee working solely for the offeror) to solicit or secure this contract, and (b) that he () has, (X) has not paid or agreed to pay any company or person (other than a full-time bona-fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (NOTE: For interpretation of representation, including the term "bona-fide employee," see Code of Federal Regulations, Title 41, Chapter 1, Subpart 1-1.5.)

4. EQUAL OPPORTUNITY CERTIFICATION

The offeror represents that he (X) has, () has not, participated in a previous contract or subcontract subject to the Equal Opportunity article herein, or the article originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114; that he (X) has, () has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

(The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

The offeror represents that (1) he (X) has developed and has on file, () has not developed and does not have on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) he () has not previously had contracts subject to the written affirmative action program requirement by the rules and regulations of the Secretary of Labor.

5. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this offer, the offeror or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The offeror, or subcontractor, agrees that a breach of this certification is a violation of the equal opportunity article of this contract. As used in this certification, the term "segregated facilities," means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion,

or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity article; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

6. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- a. By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to award, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
- b. Each person signing this offer certifies that:
 - (1) He is the person in the offeror's organization responsible within that **organization** for the decision as to the

prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

- (2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.
- c. This certification is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.
- d. An offer will not be considered for award where (a)(1), (a)(3), or (b) above has been deleted or modified. Where (a)(2) above has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

7. CLEAN AIR AND WATER CERTIFICATION

(Applicable if the offer exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by Environmental Protection Agency (EPA) or is not otherwise exempt.)

The offeror certifies as follows:

- a. Any facility to be utilized in the performance of this proposed contract has (), has not (X), been listed on the Environmental Protection Agency List of Violating Facilities.
- b. He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the Environmental Protection Agency (EPA) List of Violating Facilities.

- c. He will include substantially this certification, including this paragraph c., in every nonexempt subcontract.

8. MINORITY BUSINESS ENTERPRISE

The offeror represents that he () is, (X) is not, a minority business enterprise. A minority business enterprise is defined as a "business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members." For the purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American-Aleuts.

9. TYPE OF ORGANIZATION

He operates as an () individual, () partnership, () joint venture, (X)* corporation, incorporated in the State of Texas
*State University.

10. PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER

Each offeror shall furnish the following information by filling in the appropriate blocks:

- a. Is the offeror owned or controlled by a parent company as described below? () Yes (X) No. (For the purpose of this bid, a parent company is defined as one which either owns or controls the activities and basic business policies of the offeror. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the offeror, such other company is considered the parent company of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.)
- b. If the answer to a. above is "Yes," offeror shall insert in the space below the name and main office address of the parent company.

Name of Parent Company	Main Office Address (No., Street, City, State and ZIP Code)
------------------------	---

- c. Offeror shall insert in the applicable space below, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941), or, if he has a parent company, the E.I. No. of his parent company.

Employer Identification No. of:	Parent Company	Offeror 75-600-2622
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Texas Tech University
(Name of Company)

By: /s/ J. Knox Jones, Jr.
J. Knox Jones, Jr.

Vice President for Research and
Title: Graduate Studies

RFP Title: Crosbyton Solar Power Project

Date: 1 September 1976

10. Interagency Cooperation Contract - Texas Veterinary Medical Diagnostic Laboratory
c. Ratify the following Interagency Cooperation Contract No. IAC(76-77)-1242 with Texas Veterinary Medical Diagnostic Laboratory, to perform services as described:

Contract Number IAC(76-77)-1242
(Assigned by Board of Control)

THE STATE OF TEXAS X
 X INTERAGENCY COOPERATION CONTRACT
COUNTY OF TRAVIS X

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Tech University

The Performing Agency: Texas Veterinary Medical Diagnostic Laboratory

II. STATEMENT OF SERVICES TO BE PERFORMED:

Perform laboratory testing in support of the programs of the Texas Tech University.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Standard fees charged by the Texas Veterinary Medical Diagnostic Laboratory, as per the attached fee schedules. The fee schedules are based on actual costs. Reimbursement will be made based on the attached fee schedules or on actual costs, whichever is applicable.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Six Hundred Dollars
(\$600)

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed Monthly

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin September 1, 1976, and shall terminate August 31, 1977 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 109, Texas Education Code

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Article 7456B, Vernon's Civil Statutes
of Texas

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

Texas Tech University

Name of Agency

By: /s/ Glenn E. Barnett

Authorized Signature

Glenn E. Barnett

Executive Vice President

Title

PERFORMING AGENCY

Texas Veterinary Medical
Diagnostic Laboratory

Name of Agency

By: /s/ Wm. L. Sippel

Authorized Signature

Executive Director

Title

Date: _____

Date: June 3, 1976

EXAMINED and APPROVED this the 1st day of September, A.D., 1976.

STATE BOARD OF CONTROL

By: /s/ A. L. Rankin 7/8/76
Executive Director

* * * * *

Interagency Cooperation Contract - Sul Ross State University

- 10.d. Ratify the following Interagency Cooperation Contract No. IAC(76-77)-1281 with Sul Ross State University, for computer processing services as described.

Contract Number IAC(76-77)-1281
(Assigned by Board of Control)

THE STATE OF TEXAS

X
X
X

INTERAGENCY COOPERATION CONTRACT

COUNTY OF TRAVIS

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Sul Ross State University

The Performing Agency: Texas Tech University

II. STATEMENT OF SERVICES TO BE PERFORMED:

Computer processing of statistical sampling materials to be generated and input from Sul Ross State University. Processing to include:

- a. Optical scan of answer sheets generated in surveys.
- b. Transfer of data from answer sheets to a master file, either punched card or magnetic tape, as the answer sheets are read by the optical scanner.
- c. Data analysis of the master file using the Statistical Package for the Social Sciences (SPSS). Such data analysis to consist primarily of: histograms, chi square, standard deviation, means, contingency tables and other statistical measures available on the SPSS program.
- d. Output of hard copy of analytical results above.

The performing agency to supply all necessary data input and processing forms including answer sheet blanks compatible with OCR equipment in use in the performing agency's data processing center.

Output to be made available to the receiving agency within a reasonable turn-around time, not to exceed 72 hours, after input of raw data to the data processing center.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Personal Services: None.

Equipment usage, supplies & Materials: \$125.00

Above estimate based on an average cost of 6¢ per answer sheet processed plus initial program modification and establishment of master file.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: One Hundred Twenty Five Dollars and No Cents.

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed monthly.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin Date approved by State Board of Control, and shall terminate 31 August 1976 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in 65.31 Texas Education Code and Current Appropriation Act.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Chapter 109, Texas Education Code.

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

Sul Ross State University
Name of Agency

By: /s/ R. B. Slight
Authorized Signature

Director of Purchasing
Title

Date: 30 June 1976

PERFORMING AGENCY

TEXAS TECH UNIVERSITY
Name of Agency

By: /s/ Glenn E. Barnett
Authorized Signature

Glenn E. Barnett
Executive Vice President
Title

Date: _____

EXAMINED AND APPROVED THIS THE 23rd day of July, A.D., 1976.

STATE BOARD OF CONTROL

By: /s/ A. L. Rankin
Chief, Centralized Services

* * * * *

Interagency Cooperation Contract - Sul Ross State University

10. e. Ratify the following Interagency Cooperation Contract No. IAC (76-77) - 1282 with Sul Ross State University for computer processing services as described.

Contract Number IAC (76-77)-1282
(Assigned by Board of Control)

THE STATE OF TEXAS

X

COUNTY OF TRAVIS

X

INTERAGENCY COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Sul Ross State University

The Performing Agency: Texas Tech University

II. STATEMENT OF SERVICES TO BE PERFORMED:

Computer processing of statistical sampling materials to be generated and input from Sul Ross State University. Processing to include:

- a. Optical scan of answer sheets generated in surveys.
- b. Transfer of data from answer sheets to a master file, either punched card or magnetic tape, as the answer sheets are read by the optical scanner.
- c. Data analysis of the master file using the Statistical Package for the Social Sciences (SPSS). Such data analysis to consist primarily of: histograms, chi square, standard deviation, means, contingency tables, and other statistical measures available on the SPSS program.
- d. Output of hard copy of analytical results above.

The performing agency to supply all necessary data input and processing forms including answer sheet blanks compatible with OCR equipment in use in the performing agency's data processing center.

Output to be made available to the receiving agency within a reasonable turn-around time, not to exceed 72 hours, after input of raw data to the data processing center.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Personal Services:	\$22.50	Per survey processed.
Equipment usage, supplies and materials		\$150.00

Cost estimate above based on an average cost of 6¢ per answer sheet processed, with an average input per survey of 2500 sheets.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Five Hundred Dollars and No Cents.

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed Monthly

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin 1 September, 1976, and shall terminate 31 August, 1977 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in 65.31 Texas Education Code and Current Appropriation Act.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Chapter 109, Texas Education Code.

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

Sul Ross State University

By: /s/ R. B. Slight
Authorized Signature

Director of Purchasing
Title

Date: _____

PERFORMING AGENCY

Texas Tech University

By: /s/ Glenn E. Barnett
Authorized Signature

Glenn E. Barnett
Executive Vice President
Title

Date: _____

EXAMINED and APPROVED this the _____ day of _____, A. D., 19____.

STATE BOARD OF CONTROL

By: _____
Chief, Centralized Services

* * * * *

Interagency Cooperation Contract - The University of Texas

10. f. Ratify the following Interagency Cooperation Contract No. IAC(76-77)-1335 with The University of Texas to furnish books and periodicals as described.

Contract Number IAC(76-77)-1335

(Assigned by Board of Control)

THE STATE OF TEXAS)
) INTERAGENCY COOPERATION CONTRACT
COUNTY OF TRAVIS)

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Tech University

The Performing Agency: The University of Texas

II. STATEMENT OF SERVICES TO BE PERFORMED:

The Performing Agency agrees to furnish Books and Periodicals, etc. as published by the Agency as requested by the Receiving Agency.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Prices shall be determined by the Performing Agency's standard price list.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Ten thousand dollars (\$10,000)

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed as required

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin September 1, 1976, and shall terminate August 31, 1977 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 109 Texas Education Code.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in "Texas Education Code, Section 65.31, and Current Appropriation Act."

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

Texas Tech University
Name of Agency

By: /s/ Glenn E. Barnett
Authorized Signature

Glenn E. Barnett
Executive Vice President
Title

Date: _____

PERFORMING AGENCY

The University of Texas at Austin
Name of Agency

By: /s/ James Collier
Authorized Signature

Title

Date: _____

EXAMINED and APPROVED this the 1st day of September, A.D., 19 76.

STATE BOARD OF CONTROL

/s/ A. L. Rankin 8/4/76

* * * * *

Interagency Cooperation Contract - Texas Rehabilitation Commission

10. g. Ratify the following Interagency Cooperation Contract No. IAC(76-77)-1345 with Texas Rehabilitation Commission to provide vocational rehabilitation services to the handicapped, as described.

Contract Number IAC(76-77)-1345
(Assigned by Board of Control)

THE STATE OF TEXAS X
 X INTERAGENCY COOPERATION CONTRACT
COUNTY OF TRAVIS X

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Rehabilitation Commission

The Performing Agency: Texas Tech University

II. STATEMENT OF SERVICES TO BE PERFORMED:

In carrying out its statutory responsibility to provide vocational rehabilitation services to handicapped individuals the Receiving Agency requires certain publications. The purpose of this contract is to purchase such a publication from the Performing Agency.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

The Receiving Agency agrees to purchase from the Performing Agency 75 copies of the book entitled "An Orientation to Mental Retardation for the Vocational Rehabilitation Counselor" at \$1.00 per book for a total cost of \$75.00.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Seventy Five Dollars

(\$75.00)

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed Lump Sum

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin August 10, 1976, and shall terminate
August 31, 1977 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 30, Education Code, Vernon's Texas Codes Annotated

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Chapter 109, Education Code, Vernon's Texas Codes Annotated

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

Texas Rehabilitation Commission
Name of Agency

By: /s/ Vernon M. Auez
Authorized Signature

Deputy Commissioner
Title

PERFORMING AGENCY

Texas Tech University
Name of Agency

By: /s/ Gerard J. Bensberg
Authorized Signature

Director
Title

Date: 7/26/76

Date: _____

EXAMINED and APPROVED this the 10th day of August, A.D., 1976.

STATE BOARD OF CONTROL

/s/ A. L. Rankin

* * * * *

Interagency Cooperation Contract - The University of Texas At Austin

10. h. Ratify the following Interagency Cooperation Contract No. IAC(76-77)-1390 with The University of Texas at Austin for services of its Computation Center computer systems as described.

Contract Number IAC(76-77)-1390
Assigned by Board of Control)

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS) INTERAGENCY COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: TEXAS TECH UNIVERSITY

The Performing Agency: THE UNIVERSITY OF TEXAS AT AUSTIN

II. STATEMENT OF SERVICES TO BE PERFORMED:

1. Performing Agency agrees to furnish Receiving Agency the services of its Computation Center computer systems. Receiving Agency shall pay Performing Agency for computer system time and computer supplies and timesharing line connect time used by Receiving Agency at the rates set forth in Paragraph III.

Receiving Agency shall assume responsibility for the accuracy of all user programs, operator instructions, control commands, and data. The Performing Agency shall provide complete computer operations.

2. Agents for the Receiving Agency authorized to submit programs for processing by Performing Agency computers shall be restricted specifically to faculty, staff and students of the Receiving Agency.
3. Performing Agency agrees to furnish Receiving Agency keypunch and verify services at the rate set forth in Paragraph III.
4. Performing Agency agrees to provide Receiving Agency consulting services at the rate set forth in Paragraph III. Consulting services shall be limited to consultation on the use of technical services provided for under this contract. Such consulting services will be provided upon written request in advance by an authorized representative of Receiving Agency.

5. Performing Agency shall make the following licensed software products available to Receiving Agency:

SYSTEM 2000 (Licensed by MRI Systems, Inc.)
Contour Plotting System CPS-1 (Licensed by UNITECH, Inc.)
Interactive Financial Planning System (IFPS) (Licensed by EXECUCOM Inc.)

Receiving Agency shall pay a surcharge set forth in Paragraph III to Performing Agency for all use of these licensed software products.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Subject to the submission of invoices and/or billing statements by Performing Agency to Receiving Agency and including the submission of itemized monthly statements, Receiving Agency shall pay Performing Agency at the following rates:

The billing rate for 6400/6600 computer system time is \$230 per hour and \$100 per hour for the DECsystem-10. Subject to 15 days notice, the rate of billing for computer time may be changed whenever cost audits produce a different authorized billing rate. Computer supplies and timesharing line connect time billing rates shall be the same as paid by Performing Agency users and shall be based upon the cost of such supplies and connect time to Performing Agency. The billing rate for keypunch and verifying service is \$5.00 per hour. The billing rate for consulting service is \$15.00 per hour. The surcharge for use of the following licensed software packages shall be billed at the surcharge rates indicated:

SYSTEM 2000 40% of computer time used in SYSTEM 2000
Contour Plotting System CPS-1 300% of computer time used in CPS-1
Interactive Financial Planning System 200% of computer time used in IFPS

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: One thousand dollars
(\$1,000)

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed monthly

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This contract is to begin September 1, 1976, and shall terminate August 31, 1977 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 109, Texas Education Code

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in "Texas Education Code, Section 65.31, and Current Appropriation Act."

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

TEXAS TECH UNIVERSITY

Name of Agency

By: /s/ Glenn E. Barnett

Authorized Signature

Executive Vice President

Title

Date: 8-23

PERFORMING AGENCY

THE UNIVERSITY OF TEXAS AT AUSTIN

Name of Agency

By: /s/ James Collier

Authorized Signature

Vice-President for Business Affairs

Title

Date: 8-31-76

EXAMINED and APPROVED this the 1st day of September, A.D., 1976.

STATE BOARD OF CONTROL

By: /s/ A. L. Rankin 8-24-76

* * * * *

11. a. GIFTS AND GRANTS TO TEXAS TECH UNIVERSITY

Accept gifts and grants from private sources in the amount of \$741,754.44 received by Texas Tech University and the Texas Tech University Foundation through the Office of Development for the Period of June 1, 1976 through August 31, 1976. The following recapitulation presents information related to 1) gifts and grants to Texas Tech University, 2) Gifts-in-Kind, and 3) gifts from the Red Raider Club for athletic scholarships.

1. Gifts and Grants to Texas Tech University:

<u>Number of Donors</u>	<u>Number of Gifts</u>	<u>Total</u>
294	321	\$618,524.95

2. Gifts-in-Kind to Texas Tech University:

<u>Number of Donors</u>	<u>Number of Gifts</u>	<u>Valuation</u>
1	1	\$ 44.00

3. Gifts to athletic scholarship fund from Red Raider Club:

<u>Total</u>
\$123,185.49

11. b.

Texas Tech University
Gifts and Grants by Type of Donor and Geographic Area
June 1, 1976 - August 31, 1976

	LUBBOCK		TEXAS		NATIONAL		TOTALS	
Type	No.	Amount	No.	Amount	No.	Amount	No.	Amount
A. Individuals	104	\$179,758.54	44	\$ 13,727.22	25	\$ 736.95	173	\$ 194,222.71
B. Business and Industry	44	12,020.10	33	47,199.50	20	39,951.00	97	99,170.60
C. Foundations	8	5,425.00	8	269,111.00	5	15,779.00	21	290,315.00
D. Associations	22	23,235.23	3	1,122.00	2	7,317.00	27	31,674.23
E. Bequests	2	2,612.41	1	530.00	0	-0-	3	3,142.41
Totals	180	223,051.28	89	331,689.72	52	63,783.95	321	618,524.95
Year to Date 9/1/75 - 8/31/76	1531	857,863.63	731	808,626.03	255	371,091.54	2517	2,037,581.20
Fiscal Year Comparison 9/1/74 - 8/31/75	1239	848,395.53	614	590,734.19	402	345,200.98	2255	1,784,330.70

11. c.

TEXAS TECH UNIVERSITY
Gifts and Grants
Fiscal Year/Monthly Comparison

1973-74/1974-75/1975-76

MONTH	NUMBER OF GIFTS			\$ AMOUNT		
	1973-1974	1974-1975	1975-1976	1973-1974	1974-1975	1975-1976
SEPTEMBER	51	81	151	\$ 347,009.96	\$ 105,333.50	\$ 148,993.65
OCTOBER	65	200	163	255,227.22	94,172.91	100,724.47
NOVEMBER	76	86	179	135,319.16	149,854.66	129,225.05
DECEMBER	1,090	334	146	418,348.62	471,434.75	626,564.76
JANUARY	129	79	85	94,262.56	60,828.80	54,416.90
FEBRUARY	150	97	47	47,507.28	68,855.31	34,657.81
MARCH	77	390	831	91,105.80	50,078.07	158,349.17
APRIL	87	426	350	122,305.19	70,801.58	59,961.12
MAY	99	193	244	252,748.15	340,126.63	106,163.32
JUNE	65	87	106	28,980.00	74,217.00	328,053.64
JULY	54	127	84	101,419.50	230,941.26	83,662.07
AUGUST	<u>83</u>	<u>155</u>	<u>131</u>	<u>43,307.17</u>	<u>67,686.23</u>	<u>206,809.24</u>
Totals	2,026	2,255	2,517	\$1,937,540.61	\$1,784,330.70	\$2,037,581.20

King Ranch Scholarship - Account No. 45-A100-200000-0

11. d. Approve the following establishment of the King Ranch Scholarship effective fall, 1976. The proposed Scholarship Bulletin description is given below:

King Ranch Scholarship

Origin: King Ranch, Inc., Kingsville, Texas

Eligibility: Number of annual awards, amount of award, classification, major, grade point average, high school grades, and financial need to be determined and at the discretion of Chairman and Faculty of Department of Animal Science.

Amount: \$3,900.00

Information: Chairman and Faculty Department of Animal Science

Dance Special Scholarship Fund - Account No. 21-2321-200000

11. e. Approve the following establishment of the Dance Special Scholarship Fund to become effective in the fall, 1976. The proposed Scholarship Bulletin description is given below:

Dance Special Scholarship Fund

Origin: Benefit Performances and various donors

Eligibility: Undergraduate dance major. Must be a gifted dance student; 2.00 minimum GPA

Amount: \$200.00 to \$2,000.00, one to ten annual awards, each at \$200.00.

Information: Dance Division Scholarship Committee

The Red Raider Scholarship - Account No. 21-2322-200000

11. f. Approve the following establishment of The Red Raider Scholarship effective Fall, 1976, as described below:

The Red Raider Scholarship

Origin: Funds to be transferred from Texas Tech University Endowment Fund, earnings (45-B005-200001-0)

Eligibility: Junior or senior - not to graduate prior to May following year. Must exhibit qualities of leadership, personality, good moral character, and accomplished horseperson; willing to accept the responsibilities of the position; 2.00 minimum GPA.

Amount: One annual award of \$500.00

Information: Red Raider Scholarship Selection Committee

Tuition Scholarships - 1976 Fall Semester

11. g. Approve the payment of the following Tuition Scholarships of \$25.00 each for the 1976 Fall Semester to the students approved by the Chairman of the Scholarship Committee and in keeping with the general policy statement governing the granting of tuition scholarships.

TEXAS TECH UNIVERSITY
Lubbock, Texas

Tuition Scholarships, Section 31-C, Article 4,
House Bill No. 2, Acts of the 61st Legislature

Acker, Agnes
461-82-7490
Rt. D., Box 53
Nazareth, TX 79063

Akins, Zandra
451-96-4106
2218 16th, Apt. A
Lubbock, TX 79401

Alcala, Yvonne R.
452-23-4900
255 Schmeltzer
San Antonio, TX 78213

Alley, Karen
455-19-3425
Route 1
Leander, TX 78641

Alvarez, Johnny Y.
451-96-3749
918 34th
Lubbock, TX 79405

Armes, Elizabeth
450-13-2410
8725 Mt. Shasta
El Paso, TX 79904

Ashcraft, Pamela
465-11-5131
2328 Greenhill
Mesquite, TX 75149

Atkinson, Billy D.
456-04-5058
910 Avenue M
Childress, TX 79201

Baird, Mary Kathleen
454-11-8697
4305 Santa
Ft. Worth, TX 76109

Barbosa, Anita N.
450-15-1074
8027 Cuff
San Antonio, TX 78224

Barsh, Albert
459-98-5675
7100 Westview
Houston, TX 77055

Barth, Stephen C.
450-08-0434
3243 Derbyshire
Dallas, TX 75229

Beard, Kathy E.
323-51-2745
3541 49th Place
Lubbock, TX 79413

Beauchamp, Robert
463-02-2924
403 North Everts
Ft. Stockton, TX 79735

Beeker, Catherine
455-11-0672
1305 Florida
Corpus Christi, TX 78415

Beeman, Cynthia
460-17-5260
4317 Buckman
Ft. Worth, TX 76107

Bellows, David
457-15-0476
3155 Mims
Ft. Worth, TX 76112

Bemko, Ihor
453-15-1487
10810 Overlea
Houston, TX 77089

Bleier, Diane
464-13-1997
2308 Broadway #5
Lubbock, TX 79401

Blount, Gina M.
455-06-6642
1417 Oak Lea
Irving, TX 75061

Bratcher, Rebecca
465-17-7107
2128 Wedgewood
Odessa, TX 79761

Brixey, Elmer Earl
464-04-7148
218 North Emerald
Crosbyton, TX 79322

Butler, Katherine
455-21-5986
7019 Hidden Arbor Lane
Houston, TX 77040

Carroll, Dan
455-78-2251
6001 West 34th, #233
Lubbock, TX 79407

Casarez, Yolanda
452-90-8881
P.O. Box 61
Miles, TX 76861

Croy, Calvin
457-04-3767
4629 South Hayden
Amarillo, TX 79110

Delgado, Sol M.
462-08-1369
Box 544
Sterling City, TX 76951

Dopler, Kathryn
510-52-5191
2102 10th, #6
Lubbock, TX 79401

Dungan, Daniel A.
287-50-8813
521 Buffalo Drive
Arlington, TX 76013

Fadal, Richard
462-02-8019
Route 5, Box Box 366M
Lubbock, TX 79407

Brochu, Paul Raymond
466-08-6341
10328 Suez Drive
El Paso, TX 79925

Cantu, Mary E.
461-02-8622
Box 248
Anton, TX 79313

Carroll, Jo Ette
458-92-3200
6001 West 34th, #233
Lubbock, TX 79407

Chandler, Cynthia
452-13-5739
6801 19th, Space 172
Lubbock, TX 79407

Cupp, Claire Gryder
454-11-3657
2214 47th
Lubbock, TX 79412

Delisse, Dennis
459-84-4779
1514 28th
Lubbock, TX 79405

Dockery, JoAnn Grant
452-13-7656
542 Forest
Abilene, TX 79603

Englert, Lisa
464-23-5580
413 Van Zandt
San Angelo, TX 76901

Fare, Cindy
466-06-8986
2309 Moore Street
Abilene, TX 79605

Buckley, Candace
451-19-9178
1306 NW 12th Place
Andrews, TX 79714

Carroll, Cynthia
457-21-0546
Box 176
Rule, TX 79547

Carthel, Debra S.
453-90-9338
Rt. 2, Box 323
Canyon, TX 79015

Colburn, Patti
459-13-6357
1710 Lanice Avenue
Bridgeport, TX 76026

Dearen, Larry D.
466-98-1465
1439 Pine Street
Colorado City, TX 79512

Dickenson, Michael Lee
453-13-1499
3111 47th
Lubbock, TX 79413

Doyle, Ginger
462-27-6825
1208 Clover Lane
Fort Worth, TX 76107

Fadal, Melanie S.
462-21-1562
Route 5, Box 366M
Lubbock, TX 79407

Felder, Patricia
465-11-3506
3222 Galahad Street
Dallas, TX 75229

Fields, Solomon
465-08-8935
1014 Dolly Wright
Houston, TX 77088

Franklin, David
466-06-8711
Route 3, Sandy Lane
Clyde, TX 79510

Garner, Holly P.
449-21-7976
Jacksboro, TX 76056

Gilliland, James
585-16-7230
1706 Scurry
Big Spring, TX 79720

Goebel, Stefanie E.
455-23-6541
1005 Stanolind
Midland, TX 79701

Granbury, Michael
528-66-0412
Route 6, Box 630F
Lubbock, TX 79401

Gully, Ray Charles
450-96-9891
1326 Alaska Avenue
Dallas, TX 75216

Hamilton, Ronnie
459-74-8365
807 White Street
McKinney, TX 75069

Haynie, Cindy
463-21-1675
Route 1
Munday, TX 76371

Flores, Dennis
451-96-2181
330 South Fifth Street
Slaton, TX 79364

Gallardo, Armando
458-02-2960
8013 Parkland
El Paso, TX 79925

Garza, Sylvia
211 West Belsher
Dimmitt, TX 79027

Glasco, Darrell
461-13-0234
3418 Willowood
San Antonio, TX 78219

Gollihugh, Brent
461-02-3447
1305 South Beverly
Amarillo, TX 79106

Guichard, Sherrell A.
451-19-3553
412 Ralls Road
Post, TX 79356

Hagerty, Randy L.
465-90-7725
1129 East 15th
Littlefield, TX 79339

Hayes, Elizabeth
460-19-6071
1518 Broadway
Denton, TX 76201

Heinze, Judy
460-98-8704
5411 Sixth
Lubbock, TX 79407

Floyd, Nancy
459-06-2885
206 North Glenwood
Midland, TX 79701

Gant, James Curtis
451-15-9827
1503 23d
Lubbock, TX 79411

Gaston, Mary Paige
Box 282
Earth, TX 79031

Gleason, Thomas C.
147-48-8594
2024 17th Rear
Lubbock, TX 79401

Graham, Sarabeth
453-23-1308
866 Santos
Abilene, TX 79605

Guinn, Cora L.
466-02-1652
4611 Canal
Dallas, TX 75210

Hale, Thomas
459-02-5302
922 Redbud Lane
Kerrville, TX 78028

Haynes, Jenise
464-21-9776
P.O. Box 106
Meadow, TX 79345

Hernandez, Olivia
458-17-6124
Route 3
Plainview, TX 79072

Hickman, Jackie
449-04-7821
1853 Broadway, #101
Gainesville, TX 76240

Hribek, Ellen
467-13-2634
700 Hudgins
Smithville, TX 78957

Hughes, Robert M.
461-06-8206
805 LaSalle
Amarillo, TX 79016

Hurst, Rick
455-98-7161
Box 84
Rankin, TX 79778

Jackson, Linda
453-80-7561
2421 27th (rear)
Lubbock, TX 79411

Kelton, Teena
458-92-4136
1913 Baylor, #11
Lubbock, TX 79415

Koelzer, Jean
451-82-7446
424 Avenue J
Hereford, TX 79042

Kyzar, Lanetta Lynn
462-19-2234
#14 Spalding Cr.
Wimberley, TX 78676

Lee, Grace E.
449-08-9050
301 West Eighth
Del Rio, TX 78840

Hinojosa, Adamina
449-11-9838
420 East Cedar
Midland, TX 79701

Hribek, Judy
456-02-5970
700 Hudgins
Smithville, TX 78957

Huneycutt, Jimmy
465-90-4250
1319 South Clements
Gainesville, TX 76240

Hutchins, Keven G.
465-08-2881
800 Hilbig Road
Conroe, TX 77301

Johnson, Cheryl
456-23-9404
2132 REgent Drive
Abilene, TX 79605

Kirven, Mythe
460-06-3538
2817 Tanner
Dallas, TX 75215

Kolar, Monica J.
462-11-2629
Route 2
Hillsboro, TX 76645

Lamb, Nancy
463-17-4911
3366 South Seventh
Abilene, TX 79605

Lehn, Nancy A.
464-17-5396
10753 Sandpiper Lane
Dallas, TX 75230

Howitt, Beverly
513-50-4373
6413 Joliet Avenue
Lubbock, TX 79413

Hudson, Maggie
449-15-2440
824 Irving
Hereford, TX 79045

Hunt, Festus
460-17-7785
Box 405
Rule, TX 79547

Hutchins, LaDoris
467-90-5496
800 Hilbig Road
Conroe, TX 77301

Kasper, Kathleen G.
459-98-0870
8402 Vogue
Houston, TX 77055

Kistenmacher, Julie
467-17-9424
9525 Desert Ridge Drive
El Paso, TX 79925

Kubinski, Katherine
507-80-5652
2301 38th
Lubbock, TX 79412

Layton, Robby
501-70-7704
4012 37th
Lubbock, TX 79413

Leonard, Patsy E.
451-74-9222
5421 49th
Lubbock, TX 79414

Lopez, David C.
456-04-7253
2802 Ingersoll
Dallas, TX 75212

Lovvorn, Linda G.
455-29-5060
Route 2
Stamford, TX 79553

Luna, Sylvia
451-06-8820
308 West Eighth
Anton, TX 79313

Mack, Charlotte
451-08-0250
2134 East Southcross
San Antonio, TX 78223

Masek, Matthew A.
462-06-4064
P.O. Box 365
Sierra Blanca, TX 79851

Michalik, Madonna
462-98-3247
Route 2, Box 18
Munday, TX 79371

Mock, Helen
450-11-4878
1407 Zephyr
Plainview, TX 79072

Morrison, Bradley
459-23-2745
4512 Walker
Houston, TX 77023

Newton, Monty
451-19-2792
1001 North Alabama Street
Amarillo, TX 79106

Lopez, Jose Alfredo
462-96-2544
114B Avenue X
Lubbock, TX 79405

Lozano, Leticia
461-06-0200
Box 317
Dilley, TX 78017

McCole, Pamela Jo
455-06-6642
2105 Custer
Richardson, TX 75080

Madrigal, Maria A.
452-19-5335
1820 Water
Laredo, TX 78040

McClendon, Kerri
458-29-6229
1195 South Franklin
Monahans, TX 79756

Miramontes, Mary
451-17-6492
809 South Plum
Pecos, TX 79772

Mohler, Carol
459-80-1339
4408 Erath
Waco, TX 76710

Mota, Ana Maria
456-04-0732
3619 Jefferson
El Paso, TX 79930

Nikjoo, Pauline Graham
492-66-3601
P.O. Box 5321
Lubbock, TX 79417

Lovvorn, Jon
457-11-5561
Route 2
Stamford, TX 79553

Luna, Joe
451-06-8846
308 West Eighth
Anton, TX 79313

McIntyre, Robert
451-15-7669
2626 Danny
Dallas, TX 75234

Maloney, Judy
464-04-7121
5319 East Sixth
Lubbock, TX 79403

McSpadden, Debbie
460-98-8279
3602 Avenue V
Lubbock, TX 79410

Miller, Janet Kay
462-82-9224
Route 1, Box 90
Perrin, TX 76075

Moore, Una
461-54-6049
3308 East Cornell
Lubbock, TX 79403

Mullins, Timothy
453-04-0822
5426 27th
Lubbock, TX 79407

Nobles, Regina A.
454-11-6775
6300 Kingswood Drive
Ft. Worth, TX 76133

Noyola, Ramon
452-11-9899
Box 2024
Lubbock, TX 79401

Parrish, Nancy
458-25-5495
6011 Lakehurst
Dallas, TX 75230

Porras, Edith E.
467-08-6910
11015 Marsh Lane
Dallas, TX 75229

Pulte, Don E.
455-02-0517
1416 West Hwy. 82
Gainesville, TX 76240

Rantz, John
464-82-0409
1103 13th Street
Abernathy, TX 79311

Richards, Belinda
459-04-6672
Box 575
Knox City, TX 79529

Robinson, Connie
452-90-6096
805 Rockledge
Saginaw, TX 76179

Rogers, Carol L.
454-08-2156
4910 Oregon Trail
Amarillo, TX 79109

Rucker, Helen L.
455-19-6869
1602 North D
Midland, TX 79701

Park, Sara
461-02-9535
5438 13th
Lubbock, TX 79416

Pedroza, Gilbert
458-02-1835
118 Gaspar
El Paso, TX

Prat, Ricardo
467-04-8395
10541 Texwood
El Paso, TX 79925

Preuss, Luanne
462-08-0745
126 Charles
Sulphur Springs, TX 75482

Ray, Patricia
459-06-3466
1203 Bonham
Odessa, TX 79761

Richards, Gregory
461-21-4280
Box 447
Ralls, TX 79357

Rodriguez, Carlos A.
464-02-3063
135 Neff
San Antonio, TX 78207

Rosiles, Rudolfo S.
449-23-9275
1112 33d
Lubbock, TX 79405

Serna, Janie
458-21-9234
Route 2, Box 236
Lubbock, TX 79415

Parrish, Julie
451-15-0227
6011 Lakehurst
Dallas, TX 75230

Perry, Ira Don
454-15-2769
507 Pine
Sweetwater, TX 79556

Prescott, Susan
457-15-4512
601 East Hale Street
Decatur, TX 76234

Ramirez, Christine
455-13-2079
949 Barnard
Pampa, TX 79065

Reid, Linda C.
453-13-5592
Box 337
Sheffield, TX 79781

Ridley, David W.
461-02-3944
721 Mills
Dumas, TX 79029

Rodriguez, RoseMary
467-17-9313
P. O. Box 421
Fabens, TX 79838

Ross, Cynthia
449-11-1933
315 Tango Drive
San Antonio, TX 78216

Sherrod, Peter D.
454-92-7610
717 Foley Road
Crosby, TX 77532

Silvas, Jessie H.
465-92-5403
1702 South Mineola
Midland, TX 79701

Spradlin, Cynthia
454-13-4510
811 North York
Denison, TX 75020

Stokes, Pamela K.
466-02-3831
2410 Brookfield Avenue
Dallas, TX 75235

Sullivan, Kelli
561-86-0496
2102 18th
Lubbock, TX 79401

Taylor, Martha J.
461-20-8179
309 Oaklawn
Kermit, TX 79745

Thornton, Jeana
451-04-8085
2925 Buffalo Gap Road
Abilene, TX 79605

Tunner, Jan
453-11-6114
1214 Hillcrest
Longview, TX 75601

Valdez, Eva
464-04-5713
3609 Paris Avenue (rear)
Lubbock, TX 79400

Vasquez, David J.
451-96-4604
Route 1, Box 62
Lubbock, TX 79401

Sisson, Barbara
449-80-2651
4245 Larson Lane
Ft. Worth, TX 76115

Stewardson, Beverly
450-29-2160
1502 Floydada
Plainview, TX 79072

Struble, Mark G.
451-15-0224
8542 Garland
Dallas, TX 75218

Sweepston, Melody
458-82-9157
3329 Rankin
Dallas, TX 75205

Thomason, Jane A.
461-78-6077
3115 West Kansas
Midland, TX 79701

Traver, Cynthia
465-11-7187
12205 Cox Lane
Dallas, TX 75234

Turner, Dyke R.
558-70-9413
3003 19th
Lubbock, TX 79410

Valdez, Judy
450-27-6519
Route 1
Shallowater, TX 79363

Vaughn, Debbie D.
450-79-0023
415 North Maxwell
Tulia, TX 79088

Smith, Elton
458-80-7726
1001 Locust
Sweetwater, TX 79556

Stoermer, Mary
467-96-6533
Box 13
Lone Star, TX 75668

Stubblefield, Jana
457-11-5534
601 West Seventh
Breckenridge, TX 76024

Taylor, Marianne
450-11-0574
1430 South Sixth
Abilene TX 79602

Thornberry, William M.
461-27-6433
P.O. Box 1006
Clarendon, TX 79226

Tubb, Carol
465-90-7846
Box 116
Wellman, TX 79378

Underwood, Helen
465-80-3524
4527 Shenandoah
Dallas, TX 75205

Vasquez, Caroline
464-08-9554
2208 Ninth, #3
Lubbock, TX 79416

Vaughn, Elizabeth
457-13-8514
150 Loch Lomand
League City, TX 77573

Waldrip, Greta Jo
454-02-4857
438 57th
Lubbock, TX 79413

Watson, Carolyn
452-19-0858
Box 242
Waskom, TX 75692

Wilburn, Daina C.
462-04-9287
317 Irvington
San Antonio, TX 78209

Willingham, Cathy
450-94-0373
3017 56th
Lubbock, TX 79413

Woods, Laura
461-27-0115
1942 Belmont Blvd.
Abilene, TX 79602

Wymer, Wendy
464-23-1304
10119 Estacado Drive
Dallas, TX 75225

Walsh, Carol
458-06-2067
1502 Westcrest
Arlington, TX 76013

Watson, Dana
454-15-3139
2109 Delwood
Abilene, TX 79603

Williams, Charlie G.
454-80-7906
2210 32d
Lubbock, TX 79411

Wilmer, Frederick
453-98-6093
1807 Southeast 12th Street
Mineral Wells, TX 76067

Wright, Deana
453-19-2527
Route 2
Vernon, TX 76384

Zaruba, Sharon
458-08-3351
3105 Montana Drive
Temple, TX 76501

Washington, Victor
460-06-3003
5806 Woodville
Dallas, TX 75215

West, Gary M.
461-06-8274
4417 54th
Lubbock, TX 79414

Williams, Pauline
467-82-1478
Route 1, Box 175
Ralls, TX 79357

Wintermute, Alicia L.
449-92-2813
1013 Brock
Corpus Christi, TX 78412

Wright, Valerie
452-23-1407
3433 Claymore
Plano, TX 75074

Other Authorizations, Approvals
and Ratifications

Official Publications:

Law School Catalog 1976-77

12. a. Approve the Law School Catalog, 1976-77, published as Vol. LII, August, 1976, No. 9, as an official publication. The bulletin has been mailed to all Board members.

Faculty Handbook 1976-77

12. b. Approve the Faculty Handbook 1976-77, published as Vol. LII, July, 1976, No. 8, as an official publication. The bulletin has been mailed to all Regents.

Utility Easement - Agricultural Field Laboratories - Lubbock County

12. c. Ratify the following Utilities Easement to South Plains Electric Cooperative, Inc., and Southwestern Bell Telephone Company for the purpose of construction, operation and maintenance of underground utilities as described at the Agricultural Field Laboratories - Lubbock County. Execution of this instrument was authorized in the Board meeting of October 16, 1975, Item M35.

STATE OF TEXAS)

)

EASEMENT

COUNTY OF LUBBOCK)

WHEREAS, the legislature of the State of Texas by an act entitled:

"An act relating to the conveyance or dedication of certain rights, title, rights-of-way, or easements by the Board of Regents of Texas Tech University to a utility company or utility to provide utility services to Texas Tech University; adding Section 109.48 to Chapter 109, Texas Education Code; and declaring an emergency."

Chapter 155, page 362, Acts of the 64th Legislature, has authorized the Board of Regents of Texas Tech University to grant easements to a utility company or utility to provide utility services to Texas Tech University; and

WHEREAS, the purpose of the easement hereinafter granted is to provide such utility services:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Board of Regents of Texas Tech University, acting by and through its undersigned chairman, hereinafter referred to as "University", have granted, sold and conveyed and by these presents do grant, sell and convey unto South Plains Electric Cooperative, Inc., a Texas Cooperative Corporation, hereinafter referred to as "South Plains" and Southwestern Bell Telephone Company, a corporation, hereinafter referred to as "Bell" (South Plains and Bell being sometimes hereinafter referred to collectively as the "Utilities") their successors and assigns, an easement for the construction, operation and maintenances of underground utilities together with necessary risers, terminal boxes, transformers, meters and other necessary electrical equipment above ground through, above and under the lands described in Exhibit "A", hereto attached and by reference incorporated herein, upon the following terms and conditions, to wit:

1. Attached hereto, marked Exhibit "B" is a plat delineating the tract of land described by metes and bounds on Exhibit "A", and delineating the location, course and width of the respective portions of said tract of land upon which each of the Utilities is to make its installations. Except as to crossings, and areas shown on said plat to be used by the Utilities in common, each of the Utilities shall restrict its construction to that portion of the easement designated for its use.

2. At the various points at which the installations of each Utility will of necessity cross the lines of the others, such crossings shall be made with due regard to safety and sound construction practices, with adequate and generally accepted clearances between lines.
3. The University reserves the right to make installations of its own, crossing the installations of the Utilities at such points as it deems proper, and to grant to other parties the right to cross same. All such crossings shall be made with due regard to safety and sound construction practices, and with adequate and generally accepted clearances, and the University shall require any party to whom it grants the right to install facilities crossing said easement to make its installation in such a manner. All such crossings shall be made at the cost and expense of the party who installs the lines which cross lines already in place.
4. All installations made by the Utilities shall be made at safe and reasonable depths, and in no case at depths less than the minimum depths prescribed by the National Safety Code, and the Amendments thereto in effect at the time of such installation.
5. At all crossings of water lines, storm sewers and sanitary sewer lines by the Utility lines to be installed on the easement hereby granted, adequate clearances shall be maintained and all such crossings shall be made with due regard to safety and sound construction practices.
6. Construction, maintenance and operation of all installations made on the easement hereby granted shall be made in accordance with the National Safety Code, and the amendments thereto in effect at the time of such construction.
7. The Utilities shall make their own arrangements with appropriate authorities for the necessary crossings of streets and highways where crossings are needed.
8. Each of the Utilities will repair, at its own expense, any damage done by it in the construction or maintenance of such installations to streets, service roads, alleys, curbs, underground utilities or services or other facilities. Such obligation to repair shall be binding not only during the construction process, but thereafter when necessitated by repairs or replacements of the underground lines.
9. The Utilities will exercise their best efforts to prevent damage to lawns, trees, shrubs, fences and improvements, and will backfill their excavations in such a manner as to restore the surface of the ground as nearly to its original condition as possible. Final backfill grade will meet the approval of the University. Any surplus dirt will be hauled to other locations on the campus, as designated by officials of the University.
10. During the course of construction, automobiles and other vehicles used in connection therewith will be parked at locations designated by officials of the University. The University will designate locations for unloading

and storing materials, and only such locations will be used for such purposes. The University recognizes that it will be necessary for equipment vehicles required in actual construction to operate on the job site.

11. Each utility shall hold the University harmless for any loss or damage to persons or property resulting from its installations, operations or maintenance of the lines installed by it pursuant to this easement. Each Utility shall be the sole owner of all lines so installed, but may make them subject to liens securing payment of its bonds issued or to be issued.
12. The duration of the easement hereby granted to the Utilities shall be perpetual. Should any of them at any time in the future discontinue the use of its facilities, its portion of said easement shall terminate and be of no further validity. In such case it may remove such of its facilities as it can without damage to the surface or to other installations, or it may at any time disconnect and make harmless the lines and abandon that portion underground on the University's property, whereupon the same shall become the property and responsibility of the University.
13. It is not intended by this instrument to create or indicate any character of joint venture, tenancy in common or joint operation by the Utilities, while each of the Utilities agrees to cooperate with the others in the solution of common problems, each of it shall remain the sole owner and operator of its own lines, each shall be responsible to the University for the performance of the obligations resting on it hereunder, and neither shall be liable for the failure or default of the other. The portion of the easement hereby granted which is operated by each Utility shall be held by it in severalty, and not as a cotenant with the other Utility.

EXECUTED THIS 13th day of September, 1976.

TEXAS TECH UNIVERSITY
BOARD OF REGENTS

By /s/ Judson F. Williams
Judson F. Williams, Chairman

ATTEST:

Freda Pierce
Freda Pierce, Secretary

THE STATE OF TEXAS)

)

COUNTY OF LUBBOCK)

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Judson F. Williams, known to me to be the person and officer whose name is subscribed to the foregoing instrument as Chairman of the Board of Regents of Texas Tech University, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said Board of Regents of Texas Tech University.

GIVEN under my hand and seal of office on this, the 13th day of September, 1976.

/s/ Judy Snellings

Notary Public in and for Lubbock County, Texas

EXHIBIT "A"

Beginning at the Southwest corner of Section 44, Block D-7, HE and WT Survey, Lubbock, Lubbock County, Texas;

THENCE, East along the South boundary of said section, a distance of 50.00 feet;
THENCE North a distance of 850.00 feet to a point, said point being the point of beginning and SW corner of tract;

THENCE East a distance of 1,920.00 feet to a point, said point being the SE corner of said tract;

THENCE North a distance of 1,490.00 feet to a point for the NE corner of this tract;

THENCE West a distance of 1,920.00 feet to a point for the NW corner of this tract;

THENCE South a distance of 1,490.00 feet to the point of beginning for this tract.

* * * * *

Leaves of Absence

12. d. Approve Faculty Development Leave with pay for the fall semester, 1976, for Dr. William R. Atchley, Associate Professor of Biological Sciences, and a continuation of the leave for the spring semester, 1977, without pay. The purpose of this request is to permit him to study theoretical population and quantitative genetics in the Department of Genetics at the University of Wisconsin. Training obtained as a result will permit him to teach rigorous courses in both population genetics and quantitative genetics as well as allow him to contribute more effectively to the Ph.D. program in Biological Sciences at Texas Tech. Approval of this leave is recommended by Dr. Barnett and Dr. Hardwick.

Approve an extension of the leave of absence without pay for Mr. Clive Kinghorn, Assistant Professor of Mass Communications. The purpose for this request is to allow him to finish the major portion of his degree program. Approval of this leave request is recommended by Dr. Barnett and Dr. Hardwick.

Approve an extension of the leave of absence without pay for Miss Leona Kocher, Instructor in the College of Home Economics, for the 1976-1977 academic year. She has requested the leave to continue work toward her doctoral degree. Approval of this leave is recommended by Dr. Barnett and Dr. Hardwick.

Approve Faculty Development Leave with pay for the spring semester, 1977, for Dr. Harley Dean Oberhelman, Professor of Classical and Romance Languages. He will do research at the Instituto Caro y Cuervo in Bogota, the University of Virginia, Princeton University, and the University of Texas at Austin. He will prepare an accurate, complete and exhaustive monograph or book regarding Faulknerian influence on Latin American novelists. Approval of this leave is recommended by Dr. Barnett and Dr. Hardwick.

Approve a leave of absence without pay for Mr. Robert W. Stowers, Assistant Professor of Architecture, for the fall semester, 1976, and the spring semester, 1977. The purpose for this request is to permit him to act as an Architectural graphic and design consultant at the University of Nebraska. Approval of this leave request is recommended by Dr. Barnett and Dr. Hardwick.

Approve a leave of absence without pay for Dr. Arun G. Walvekar, Associate Professor of Industrial Engineering, for the academic year 1976-1977. The purpose of this request is to permit him to be associated with the Industrial Engineering Department at New Mexico State University in Las Cruces. This opportunity will broaden his experience, thus helping the overall Industrial Engineering Program at Texas Tech. Approval of this leave request is recommended by Dr. Barnett and Dr. Hardwick.

Out of Country Leaves

12. e. Approve leave for Dr. B. L. Allen, Professor of Plant and Soil Science, from 1:00 p.m. June 18, 1976 to 5:00 p.m. June 30, 1976, to go to Durango, Mexico, to work with a group of geologists from the State University of New York to describe soils developed on Pleistocene, coastal terraces of different ages in the Matsatlan area of Mexico. (No expense)

Approve leave for Dr. B. L. Allen, Professor of Plant and Soil Science, from 12:00 p.m. July 24, 1976 to 6:00 p.m. August 8, 1976, to go to Saltillo, Mexico to teach a graduate level course in soils of arid and semi-arid regions. (No expense)

Approve leave for Dr. Robert J. Baker, Professor and Coordinator of Research at the Museum, from 7:00 a.m. September 10, 1976 to 11:00 p.m. September 26, 1976, to go to Guatapo National Park, Venezuela, to work with a graduate student, as he is director of her Ph.D. Program. Her work and his trip are funded by the Smithsonian. He will also work toward obtaining additional specimens and monies for the Museum. (No expense)

Approve leave for Dr. Cyril B. Brown, Visiting Professor in Agricultural Sciences, from September 10, 1976 to mid-September, 1978, to go to Niamey, Republic of Niger, to take up an assignment for Texas Tech University, for a period of two years in connection with the Consortium for International Development/Niger Cereals Project. Our institution serves as the leader for the Niger Project. (Estimated cost \$1,440.00, Account No. 22-A117-200000)

Approve leave for Mr. Thomas Bunch, Supervisor of Operations of Computer Services, from 9:00 a.m. August 22, 1976 to 12:00 a.m. August 26, 1976 to go to Toronto, Canada. He will attend a computer operations management seminar and will explore the tools of effective computer operation management and control which have been successfully implemented in other installations. (Estimated cost \$824.25, Account No. 12-7003-200000)

Approve leave for Dr. Donald F. Burzlaff, Chairman of Range and Wildlife Management, from 7:00 a.m. August 14, 1976 to 5:00 p.m. August 21, 1976, to go to Chihuahua, Mexico, to participate as a member of a team of scientists. They will consider the feasibility of a cooperative effort in range development and range improvement with the experiment stations at Durango. (Estimated cost \$250.00, Account No. 12-A014-200000)

Approve leave for Dr. R. A. Dudek, Chairman of Industrial Engineering, from 6:00 a.m. September 2, 1976 to 11:50 p.m. October 10, 1976, to go to Cairo, Egypt to present an invited seminar based on original research; to visit the Nasser Institute for Research and Treatment to discuss mutual interests of research and possible cooperative efforts. He will represent Texas Tech University in its continuing program of cooperation with the University of Wroclaw in Poland, and deliver a series of lectures in operations research. He will also present an invited paper based on original research at the 5th International Seminar to be held in Karlovy Vary, Czechoslovakia, and make scientific visits to several insti-

tutes in Prague, Czechoslovakia. He will also visit universities in Belgrade, Yugoslavia to discuss cooperative efforts, visit Munich, Germany and present lectures at the University of Birmingham, in Great Britain. (Estimated cost \$600.00, Account No. 22-E0330-200000; \$1,300.00, Account No. 22-E047-200000; \$700.00, Account No. 22-E543-200000; \$500.00, Account No. 22-X507-200000)

Approve leave for Dr. Eugene P. Forester, Associate Professor of Agricultural Engineering, from September 10, 1976 to mid-September, 1978, to go to Niamey, Republic of Niger, to take up an assignment for a period of two years in connection with the Consortium for International Development/Niger Cereals Project. Texas Tech serves as the lead institution for this project. (Estimated cost \$784.50, Account No. 22-A117-200000)

Approve leave for Mr. John Goen, Research Associate, Range and Wildlife Management from 7:00 a.m. August 14, 1976 to 10:00 p.m. August 21, 1976, to go to Durango, Mexico to participate as a member of a team of scientists to consider the feasibility of a cooperative effort in range development and range improvement with the experiment stations at Durango. (No expense)

Approve leave for Dr. William E. Hall, Visiting Associate Professor of Agricultural Sciences, from September 10, 1976 to mid-September, 1978, to go to Niamey, Niger, to take up an assignment for a period of two years in connection with the Consortium for International Development/Niger Cereals project. Texas Tech is a member of the Consortium and serves as the lead institution for the project. (Estimated cost \$1,634.60, Account No. 22-A117-200000)

Approve leave for Dr. Clark Harvey, Professor, Plant and Soil Sciences, from September 10, 1976 to mid-September, 1978, to go to Niamey, Republic of Niger, to take up an assignment for a period of two years in connection with the Consortium for International Development/Niger Cereals Project. Texas Tech is a member of the Consortium and serves as the lead institution for this project. (Estimated cost \$1,569.00, Account No. 22-A117-200000)

Approve leave for Mr. Tim Leftwich, Teaching Assistant, in Range and Wildlife Management from 7:00 a.m. August 14, 1976 to 10:00 p.m. August 21, 1976, to go to Durango, Mexico, to consider the feasibility of a cooperative effort in range development and range improvement with the experiment stations in Durango. (Estimated cost \$180.00, Account No. 12-A014-200000)

Approve leave for Mr. James E. Loughlin, Head, Chemical Processing in the Textile Research Center, from 6:45 a.m. October 12, 1976 to 5:00 p.m. October 17, 1976, to go to Montreal, Canada, to attend the American Association of Textile Chemists and Colorists National Technical Meeting. He is a member of three committees, and attendance will help him keep abreast of the latest developments in textile technology. (Estimated cost \$680.00, Account No. 22-E060-200000)

Approve leave for Dr. Robert W. Mitchell, Professor of Biological Sciences, from 8:00 a.m. August 31, 1976 to 10:00 p.m. September 6, 1976, to go to Tapaupipas Mexico, to take a Japanese colleague on a collecting trip through the Mexican state of Tamaulipas and San Luis Potosi. They will collect data, and collaborate concerning research. (Estimated cost \$200.00, Account No. 12-G001-200000)

Approve leave for Dr. Russ Pettit, Associate Professor of Range and Wildlife Management, from 8:00 a.m. August 14, 1976 to 8:00 p.m. August 21, 1976, to go to Durango, Mexico to provide technical assistance to the range industry in Northern Mexico. Evaluations of range conditions, range improvement or developments needed and other rangeland resources will be evaluated. (Estimated cost \$200.00, Account No. 12-A014-200000)

Approve leave for Dr. G. Wilse Robinson, Robert A. Welch Professor of Chemistry, from 3:00 p.m. August 12, 1976 to 8:00 a.m. September 20, 1976, to go to Victoria, Australia to attend the Australian Spectroscopy Conference and give scientific papers. He will also spend three weeks at the University of Melbourne working with picosecond research group. (No expense)

Approve leave for Dr. Pill-Soon Song, Horn Professor of Chemistry, from 6:00 a.m. August 25, 1976 to 11:00 p.m. September 10, 1976, to go to Rome, Italy, to present an invited plenary symposium paper at the 7th International Congress. Also, he will conduct the Editorial Board meeting of the Photochem. Photobiol. journal. Results will be published, and will be beneficial to his research and teaching. (Estimated cost \$1,000.00, Account No. 22-C586-2001)

Approve leave for Dr. Ronald E. Sosebee, Associate Professor of Range and Wildlife Management from 7:00 a.m. August 14, 1976 to 5:00 p.m. August 21, 1976, to go to Durango, Mexico, to consider the feasibility of a cooperative effort in range development and range improvement with the experiment stations at Durango. (Estimated cost \$280.00, Account No. 12-A014-200000)

Approve leave for Ms. Marna Street, Assistant Professor of Music, from 12:00 noon September 9, 1976, to September 25, 1976, to go to Munich, Germany where she will participate in music competition as a representative of the United States. This participation will bring recognition to the University, and improve her competency in research and teaching. (No expense)

Approve leave for Dr. Metkin Tamkoc, Professor of Political Science, from 8:00 a.m. September 1, 1976 to 12:00 p.m. September 15, 1976, to go to Ankara, Turkey, to participate as Chairman of a Committee which will be given the task of reviewing the graduate and undergraduate programs of the Departments of the Faculty of Administrative Sciences. Assuming the chairmanship of the committee and participation in its work will be of benefit to the faculty and students at Texas Tech University. (No expense)

Approve leave for Mr. James E. White, Assistant Professor of Architecture, from 8:00 a.m. August 5, 1976, to 9:00 p.m. August 7, 1976, to go to Juarez, Mexico to attend the Texas Society of Architects Summer Board Meeting. This will improve his competency in research and teaching. (No expense)

Approve leave for Mr. James E. Williams, Chief of Party to the Niger Cereals Project, from September 10, 1976 to mid-September, 1978. Mr. Williams is a member of the Consortium for International Development/Niger Cereals Project and will be taking up a two year assignment in the Republic of Niger. This assignment is in keeping with Texas Tech's fulfillment of responsibilities under its agreement with the Consortium. (Estimated cost \$1,626.00, Account No. 22-A117-200000)