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

Attention: D. W. Canham, Jr.

Gentlemen:

Subject: Contract NSR 44-004-029, Amendment No. 5

Enclosed herewith is one fully executed copy of subject contract amendment.

Sincerely yours,

[Signature]

W. M. Collins, Jr.
Contracting Officer
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. 5

2. EFFECTIVE DATE

3. REQUISITION/PURCHASE REQUEST NO.

4. PROJECT NO. (If applicable)

5. ISSUED BY
   NASA Headquarters
   Headquarters Contracts Division
   Washington, D.C. 20546
   Attn: K. McCollum

6. ADMINISTERED BY (If other than block 5)

7. CONCERNED CODE
   NAME AND ADDRESS
   The University of Texas, Dallas
   Post Office Box 30365
   Dallas, Texas

8. AMENDMENT OF SOLICITATION NO.

   DATED: ______/_____/_____
   (See block 9)

   MODIFICATION OF CONTRACT/ORDER NO. N04-004-029

   DATED: 12/1/65 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS
   - The above numbered solicitation is amended as set forth in block 12.
   - The hour and date specified for receipt of offers is extended.
   - The hour and date specified for receipt of offers is not extended.

   Offerees must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, in one of the following methods:
   (a) By signing and returning a copy of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number.

   FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such changes may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

   N/A

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

   □ This Change Order is issued pursuant to
   The Charges set forth in block 12 are made to the above numbered contract/order.

   □ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

   □ This Supplemental Agreement is entered into pursuant to authority of mutual agreement of the parties.
   It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

   See page 1.

Except as provided herein, all times and dates set forth in this amendment referred to in block 6, as being on demand, are hereby changed, made unconditional and in full hour and day.

The undersigned have read and agreed to the terms and conditions of this Amendment/MODIFICATION.

Duly Authorized Signature

Date: ______/_____/_____

[Signature]

[Title]
AGREEMENT

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

WHEREAS, the Government, represented by various Contracting Officers of the National Aeronautics and Space Administration has entered into certain contracts and purchase orders with the Transferor, (namely: Southwest Center for Advanced Studies) or as set forth in the attached list marked "Exhibit A" to this agreement and herein incorporated by reference; and the term "the contracts" as hereinafter used means the above contracts and purchase orders, and all other contracts and purchase orders, including modifications thereto, heretofore made between the Government, represented by various Contracting Officers of the National Aeronautics and Space Administration, and the Transferor (whether or not performance and payment have been completed and releases executed, if the Government or the Transferor has any remaining rights, duties or obligations thereunder), and including modifications thereto hereafter made in accordance with the terms and conditions of such contracts and purchase orders between the Government and the Transferee;
WHEREAS, as of September 1, 1969, the Transferor assigned, conveyed, and transferred to the Transferee all of the contracts and purchase orders described in Exhibit A;

WHEREAS, as of September 1, 1969, the Transferor assigned, conveyed and transferred to the Transferee all of its real estate, with the exception of approximately 700 acres, all facilities, equipment and employment contracts, including, without limitations, the contracts of those individuals designated in any NASA-SCAS contracts or grants of key personnel or as principal investigators.

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

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

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

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

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

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

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

3. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the contracts with the same force and effect as if the action had been taken by the Transferee.
4. The Government hereby recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee hereby becomes entitled to all right, title, and interest of the Transferor in and to the contracts in all respects as if the Transferee were the original party to the contracts. The term "Contractor" as used in the contracts and the term grantee as used in grants shall be deemed to refer to the Transferee rather than to the Transferor.

4a. The term contract, or its plural as used herein shall be deemed to refer to grants and modifications or supplements thereto insofar as it is necessary to designate the Transferee as grantee in such grants.

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

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

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

8. The Transferor hereby guarantees payment of all liabilities and the performance of all obligations which the
Transferee (i) assumes under this agreement, or (ii) may hereafter undertake under the contracts as they may hereafter be amended or modified; and the Transferor hereby waives notice of and consents to any such amendment or modification.

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

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

ATTEST:

______________________________

ATTEST:

______________________________

ATTEST:

______________________________

UNITED STATES OF AMERICA

By

W. M. Collins, Jr.
Contracting Officer

SOUTHWEST CENTER FOR ADVANCED STUDIES

By

Ralph M. Stott
Vice President

TRANSFEROR

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

By

Frank C. Erwin, Jr.
Chairman

TRANSFEREE
CERTIFICATE

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

WITNESS MY HAND AND SEAL OF SAID CORPORATION this 16th day of September, 1969.

[Signature]

Sol Goodell

CERTIFICATE

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

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

[Signature]

Betty Anne Thedford
<table>
<thead>
<tr>
<th>CONTRACT</th>
<th>NAME/ADDRESS</th>
<th>TOTAL DOLLAR VALUE AS AMENDED</th>
<th>TYPE OF CONTRACT</th>
<th>BALANCE REMAINING UNPAID</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAS 2-3332</td>
<td>Ames Research Center Moffett Field, Calif. 94035</td>
<td>$1,447,470*</td>
<td>Cost Reimbursement (no fee)</td>
<td>$ 6,965</td>
</tr>
<tr>
<td>NAS 2-4674</td>
<td>Ames Research Center Moffett Field, Calif. 94035</td>
<td>157,000</td>
<td>Cost Reimbursement (no fee)</td>
<td>28,085</td>
</tr>
<tr>
<td></td>
<td>* - Additional proposal for $13,700 pending for period through 31 August 1969.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NAS 5-9075</td>
<td>Goddard Space Flight Center Greenbelt, Maryland 20771</td>
<td>$ 876,046</td>
<td>Cost Reimbursement (no fee)</td>
<td>$122,180</td>
</tr>
<tr>
<td>NAS 5-9112</td>
<td>Goddard Space Flight Center Greenbelt, Maryland 20771</td>
<td>779,907</td>
<td>Cost Reimbursement (no fee)</td>
<td>103,839</td>
</tr>
<tr>
<td>NAS 5-9310</td>
<td>Goddard Space Flight Center Greenbelt, Maryland 20771</td>
<td>865,400#</td>
<td>Cost Reimbursement (no fee)</td>
<td>254,169</td>
</tr>
<tr>
<td>NAS 5-9311</td>
<td>Goddard Space Flight Center Greenbelt, Maryland 20771</td>
<td>804,600#</td>
<td>Cost Reimbursement (no fee)</td>
<td>408,752</td>
</tr>
<tr>
<td>NAS 5-11003</td>
<td>Goddard Space Flight Center Greenbelt, Maryland 20771</td>
<td>453,400#</td>
<td>Cost Reimbursement (no fee)</td>
<td>41,495</td>
</tr>
<tr>
<td>NAS 5-11011</td>
<td>Goddard Space Flight Center Greenbelt, Maryland 20771</td>
<td>188,317#</td>
<td>Cost Reimbursement (no fee)</td>
<td>(9,162)</td>
</tr>
<tr>
<td>NAS 9-5964</td>
<td>Manned Spacecraft Center Houston, Texas 77058</td>
<td>542,570</td>
<td>Cost Reimbursement (no fee)</td>
<td>105,783</td>
</tr>
<tr>
<td>NAS 9-7591</td>
<td>Manned Spacecraft Center Houston, Texas 77058</td>
<td>255,225</td>
<td>Cost Reimbursement (no fee)</td>
<td>19,542</td>
</tr>
<tr>
<td>NAS 9-8767</td>
<td>Manned Spacecraft Center Houston, Texas 77058</td>
<td>59,300#</td>
<td>Cost Reimbursement (no fee)</td>
<td>26,536</td>
</tr>
<tr>
<td>NAS 9-8766</td>
<td>Manned Spacecraft Center Houston, Texas 77058</td>
<td>75,200#</td>
<td>Cost Reimbursement (no fee)</td>
<td>30,975</td>
</tr>
<tr>
<td>CONTRACT</td>
<td>NAME/ADDRESS</td>
<td>TOTAL DOLLAR VALUE AS AMENDED</td>
<td>TYPE OF CONTRACT</td>
<td>BALANCE REMAINING UNPAID (22 July 1969)</td>
</tr>
<tr>
<td>-----------</td>
<td>-----------------------------------------------</td>
<td>-------------------------------</td>
<td>-----------------------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td>NSX 44-004-029</td>
<td>NASA Headquarters Washington, D.C. 20546</td>
<td>$ 579,849</td>
<td>Cost Reimbursement (no fee)</td>
<td>$ 40,670</td>
</tr>
<tr>
<td>NSR 44-004-041</td>
<td>NASA Headquarters Washington, D.C. 20546</td>
<td>1,158,748**</td>
<td>Cost Reimbursement (no fee)</td>
<td>174,738</td>
</tr>
<tr>
<td>NSR 44-004-089</td>
<td>NASA Headquarters Washington, D.C. 20546</td>
<td>110,500**</td>
<td>Cost Reimbursement (no fee)</td>
<td>44,774</td>
</tr>
<tr>
<td>NSR 44-004-026</td>
<td>NASA Headquarters Washington, D.C. 20546</td>
<td>705,071</td>
<td>Grant</td>
<td>210,709</td>
</tr>
<tr>
<td>NSR 44-004-030</td>
<td>NASA Headquarters Washington, D.C. 20546</td>
<td>332,960</td>
<td>Grant</td>
<td>17,372</td>
</tr>
<tr>
<td>NSR 44-004-001</td>
<td>NASA Headquarters Washington, D.C. 20546</td>
<td>5,659,912**</td>
<td>Grant</td>
<td>677,911</td>
</tr>
</tbody>
</table>

# Proposals for continuing funds now in negotiation.
** Proposals for additional funds now in negotiation.
This opinion is given by counsel for Southwest Center for Advanced Studies, a Texas non-profit corporation (the "Transferor"), in connection with the transfer and assignment of all contracts between it and National Aeronautics and Space Administration ("NASA") from the Transferor to The University of Texas at Dallas (the "Transferee"), which is a part of The University of Texas System ("UTS"), an arm of the State of Texas.

We have examined the Agreement between the Transferor and the Board of Regents of UTS, in behalf of the Transferee, pertaining to the transfer of said contracts, the Act of the Legislature of the State of Texas authorizing the establishment of the Transferee, the resolutions duly enacted by the Board of Governors of the Transferor and the Board of Regents of UTS, respectively, pertaining to said transfer, the instrument (the "Assignment") duly executed and delivered by the Transferor transferring said contracts to the Transferee, and the Novation Agreement (the "Novation") duly executed and delivered by the Transferor and the Transferee (and to be executed by NASA); and we are pleased to advise you that:

1. The Assignment and the Novation were each duly authorized and executed and delivered;

2. The transfer and assignment of said contracts, and the assumption of same by the Transferee were properly effected in accordance with applicable law; and

3. The effective date of said transfer and of said assumption is September 1, 1969.

Respectfully submitted,

SG/RF
THOMPSON, KNIGHT, SIMMONS & BULLION
ATTORNEYS AND COUNSELORS
REPUBLIC NATIONAL BANK BUILDING
DALLAS, TEXAS 75201
September 1, 1969

National Aeronautics and Space Administration,
Washington, D. C. 20546

Opinion of Counsel for Transferor
Our File 029905

Gentlemen:

This opinion is given by counsel for Southwest Center for Advanced Studies, a Texas non-profit corporation (the "Transferor"), in connection with the transfer and assignment of all contracts between it and National Aeronautics and Space Administration ("NASA") from the Transferor to The University of Texas at Dallas (the "Transferee"), which is a part of The University of Texas System ("UTS"), an arm of the State of Texas.

We have examined the Agreement between the Transferor and the Board of Regents of UTS, in behalf of the Transferee, pertaining to the transfer of said contracts, the Act of the Legislature of the State of Texas authorizing the establishment of the Transferee, the resolutions duly enacted by the Board of Governors of the Transferor and the Board of Regents of UTS, respectively, pertaining to said transfer, the instrument (the "Assignment") duly executed and delivered by the Transferor transferring said contracts to the Transferee, and the Novation Agreement (the "Novation") duly executed and delivered by the Transferor and the Transferee (and to be executed by NASA); and we are pleased to advise you that:

1. The Assignment and the Novation were each duly authorized and executed and delivered;

2. The transfer and assignment of said contracts, and the assumption of same by the Transferee were properly effected in accordance with applicable law; and

3. The effective date of said transfer and of said assumption is September 1, 1969.

Respectfully submitted,

[Signature]

THOMPSON, KNIGHT, SIMMONS & BULLION
National Aeronautics and Space Administration  
Washington, D. C.  20546

Opinion of Counsel for Transferee--
The University of Texas at Dallas

Gentlemen:

This opinion is given by counsel for the Board of Regents of The University of Texas System for the use and benefit of The University of Texas at Dallas, a state-supported institution of higher education of the State of Texas, (the "Transferee"), in connection with the transfer and assignment to it of contracts between the National Aeronautics and Space Administration ("NASA") and the Southwest Center for Advanced Studies, a Texas nonprofit corporation (the "Transferor").

I have examined the agreement between the Transferor and the Transferee pertaining to the transfer of said contracts, House Bill No. 303, enacted by the 61st Legislature, Regular Session, 1969, authorizing the establishment of the Transferee, the resolutions duly enacted by the Board of Governors of the Southwest Center for Advanced Studies and the Board of Regents of The University of Texas System pertaining to said transfer, the instrument (the "Assignment") duly executed and delivered by the Transferor transferring said contracts to the Transferee, and the Novation Agreement (the "Novation") duly executed and delivered by the Transferor and the Transferee (and to be executed by NASA); and I am pleased to advise you that:

1. The Assignment and the Novation were each duly authorized, executed and delivered;

2. The transfer and assignment of said contracts by the Transferor, and the assumption of same by the Transferee were properly effected in accordance with applicable law; and

3. The effective date of said transfer and of said assumption is September 1, 1969.

Respectfully submitted,

W. R. Long

WRL:bl
small amount of non-sponsored research activity; and

WHEREAS, SCAS has been awarded a number of sponsored

research contracts and grants by various government agencies and private

The agreement dated August 1, 1969, by and between the Board

of Regents of The University of Texas System and The University of Texas at Dallas (the "University") and The Southwest Center for Advanced Studies ("SCAS") (the "Corporation") is hereby terminated. The University and SCAS wish to mutually agree to the severance of their ownership relationship.

The Corporation shall transfer to the University all of its property, including the land, buildings, and personal property, used for the purposes of the Corporation. The University shall assume all obligations and liabilities of the Corporation for the conduct of its business.

The agreement shall be effective upon the date of the signing by the respective representatives of the parties thereto. This agreement may be amended from time to time by written agreement of the parties.

This agreement is entered into on the day of month, year.
said purpose without cost to the State of Texas, and authorized and directed UTS to accept grants or gifts of property that may be tendered to it in aid of the planning, establishment, conduct and operation of U T Dallas;

NOW, THEREFORE, in order to implement H. B. No. 303 and as authorized and directed thereby, and to set out the terms, provisions and conditions of the acceptance by UTS of the grants and gifts of properties that will be made by SCAS to aid in the establishment and operation of U T Dallas and in research and teaching thereat, and of the transfer of said sponsored research contracts and grants, the parties hereto do hereby agree as follows:

ARTICLE I

Representations, Covenants and Warranties of SCAS

SCAS represents, covenants and warrants that:

1.1. SCAS is a non-profit corporation duly organized and validly existing under the laws of the State of Texas, having no capital stock and no members.

1.2. SCAS has the legal power and corporate authority to own all of its properties and to perform all of its agreements and obligations under this Agreement. The consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, or constitute a default under, any mortgage, deed of trust, lease, sponsored research contract or grant or other agreement or instrument to which SCAS is a party or by which it is bound, or to which any of its property is subject, provided that it is able to obtain consents thereto from the lessees, owner of personal property, parties sponsoring research contracts or grants and other persons specified in Schedules 1.
II, III and VI, referred to, respectively, in Sections 3.1, A, B, C and F hereof.

1.3. SCAS on the Closing Date (hereinafter defined) will have merchantable title to the real estate and personal property to be granted, transferred and assigned to UTS hereunder, as hereinafter stipulated in Sections 5.2, A and 5.2, B hereof, subject to no lien, mortgage, deed of trust, pledge, security interest, encumbrance, or charge of any kind.

1.4. SCAS is not in default under any lease of personal property, contract for the use of government-owned property, sponsored research contract or grant or other agreement or instrument to which it is a party.

1.5. The execution and delivery of this Agreement and performance of SCAS' agreements and obligations hereunder by its officers and agents have been duly approved and authorized by the Board of Governors (by its Bylaws holding all the power, authority and rights of a Board of Directors) of SCAS.

1.6. SCAS is not now, and on the Closing Date will not be, a party, as lessor or lessee, to any lease covering real or personal property, except the farm lease referred to in Exhibit "A", and the leases of personal property to SCAS, and the contracts for the use of government-owned property (contained in certain research contracts and grants) described or referred to in said Schedules I and II, respectively.

1.7. SCAS is not now, and on the Closing Date will not be, the recipient or grantee of any sponsored research contract or grant, except those research contracts and grants described or referred to in said Schedule III.

1.8. SCAS is not now, and on the Closing Date will not be, engaged in any non-sponsored research activity except that described in Schedule IV, referred to in Section 3.1, D hereof.

1.9. SCAS is not now a party to any term contract of employment
except those contracts described in Schedule V, referred to in Section 3.1., E hereof; and on the Closing Date will not be a party to any such contract with any person who on that date will become an employee of UTS.

1.10. SCAS is not now, and on the Closing Date will not be, a party to any other agreement or arrangement except those with Gulf University Research Corporation ("GURC"), Southern Methodist University ("SMU"), The Association of Graduate Education and Research ("TAGER") and other universities and colleges described or referred to in said Schedule VI.

ARTICLE II.

Representations, Covenants
and Warranties of UTS

UTS represents, covenants and warrants that

2.1. UTS has the legal power and authority to accept and own the real estate and personal property that will be donated, granted, transferred and assigned to it by SCAS as contemplated by this Agreement.

2.2. The execution and delivery of this Agreement and performance of the acts of The University of Texas System contemplated hereby by its officers and agents have been duly approved and authorized by the Board of Regents of The University of Texas System in behalf of The University of Texas System.

ARTICLE III.

Agreements of SCAS to be Performed
Prior to the Closing

3.1. SCAS will promptly prepare, have signed by an officer cognizant of the facts, and deliver to UTS:

A. A Schedule of Leases of Personal Property, to be designated Schedule I, describing all the leases of personal property to which SCAS now is, or on the Closing Date will be, a party, showing with respect to each lease the name and address of the lessor, a brief description of the property leased, term, rents payable per month or other rental period, and stating whether the lease grants SCAS an option to purchase;

B. A Schedule of Government-Owned Property, to be designated Schedule II, describing the government-owned property owned or leased...
to SCAS, showing the name and address of the authority, department, division or bureau having the responsibility for the property, the term, if any, the rental, if any, and the terms and conditions under which the property may be retained by SCAS or shall be returned to the owner;

C. A Schedule of Sponsored Research Contracts and Grants, estimated as accurately as possible as of September 1, 1969, to be designated Schedule III, briefly describing each current contract or grant, showing the total amount of the contract price or grant, the percentage of the work estimated to be completed as of September 1, 1969, the amounts of money collected by SCAS with respect to each project as of said date, the prorata of work completed and not collected for, and the prorata, if any, of the sums collected in advance by SCAS to be allocated to UTS as of September 1, 1969 for completing each of said projects;

D. A Schedule of Non-Sponsored Research, to be designated Schedule IV, generally describing current non-sponsored research, and showing the amount of money budgeted therefor;

E. A Schedule of Employment Contracts, to be designated Schedule V, briefly describing each current employment contract entered into by SCAS with any person who on the Closing Date may become an employee of UTS; and

F. A Schedule of Other Agreements and Arrangements of SCAS, to be designated Schedule VI, briefly describing its agreements or arrangements with GURC, SMU, TAGER and other universities, colleges and institutions.

3.2. SCAS will promptly obtain and deliver to UTS Abstracts of Title certified from the sovereignty of the soil to a date subsequent to the date hereof, covering the real estate described in Exhibit "A" attached hereto.

3.3. SCAS will promptly obtain and deliver to UTS a Plat of Survey and field notes, prepared by a competent registered engineer, describing the metes, bounds and area, and the easements and right-of-ways affecting the real estate described in Exhibit "A" attached hereto.

3.4. Prior to the Closing or at the option of SCAS, on the Closing Date or immediately thereafter, SCAS will file with the Secretary of State of the State of Texas Articles of Amendment to its Articles of Incorporation, changing its name to "Excellence in Education Foundation" and its purposes, substantially as set forth in the proposed Articles of Amendment submitted by SCAS to UTS.
3.5. Prior to the Closing SCAS will, as of September 1, 1969, terminate all employment contracts with its Professors, officers and employees who on the Closing Date will become employees of UTS.

3.6. SCAS will use its best efforts to obtain, prior to the Closing, from the lessors, owner of personal property, parties sponsoring research contracts or grants and other persons specified in Schedules I, II, III and VI, their written consents for SCAS to make the transfers to UTS contemplated by this Agreement.

**ARTICLE IV.**

Agreements of UTS to be Performed Prior to the Closing

4.1. UTS will cooperate with SCAS in its efforts to obtain the written consents referred to in Section 3.6 hereof.

4.2. On or before the Closing Date UTS will negotiate and execute mutually satisfactory agreements with SCAS and TAGER providing for the furnishing of gas (if and when available), water and electricity to the facilities of each of them through the lines and meters now owned and used by SCAS that will be transferred to UTS.

4.3. As soon as practicable after the Abstracts of Title described in Section 3.2 hereof are delivered to UTS, it will cause its attorneys to examine same and prepare and deliver to SCAS a copy of a written title opinion pointing out any defects, irregularities or objections in or to the title to the real estate described in Exhibit "B" and specifying how such defects and irregularities may be cured and such objections met; and SCAS shall be allowed a reasonable time in which to cure title defects and irregularities and meet title objections.

**ARTICLE V.**

The Closing

5.1. Consummation of the grants, transfers and assignments to be made by SCAS to UTS (herein sometimes called the "Closing") will take place in the office of Thompson, Knight, Simmons & Bullon, at 2300 Republic National Bank Building, in Dallas, Texas, at 11:00 A.M. (Central Daylight Time).
Savings Time) on Tuesday, September 2, 1969 (herein called the "Closing Date"). Either party may for good cause and upon written notice to the other postpone the Closing Date to another date mutually agreed upon. All grants, transfers, assignments and other transactions executed, delivered, made or completed on the Closing Date will be effective as of 12:01 A. M., September 1, 1969.

5.2. At the Closing SCAS will execute and deliver to UTS:

A. SCAS' good and sufficient general warranty deed granting and conveying to UTS the real estate described in Exhibit "A" hereto attached and made a part hereof, subject to the easements, right-of-ways and two leases, and zoning restrictions, if any, therein expressly described, but no lien, mortgage, deed of trust, pledge, security interest, encumbrance or charge of any kind and including all buildings and improvements thereon; and

B. SCAS' good and sufficient Bill of Sale transferring and assigning to UTS the personal property described in Exhibit "B" hereto attached and made a part hereof, subject to no lien, mortgage, deed of trust, pledge, security interest, encumbrance or charge of any kind.

5.3. At the Closing SCAS will execute and deliver to UTS written instruments, in form and substance satisfactory to UTS and the other interested parties, transferring and assigning to UTS all of the right, title and interest of SCAS in the leases of personal property, the government-owned property loaned or leased to and in the possession of SCAS, and in the incomplete sponsored research contracts and grants, all described or referred to in Schedules I, II and III, respectively, hereof.

5.4. At the Closing SCAS will pay to UTS an amount of money equal to the sum of all unexpended proratas, as of September 1, 1969, of all payments received in advance by SCAS on research contracts and grants then pending (which payment shall be subject to subsequent adjustment as stipulated in Section 8.4 hereof).
ARTICLE VI.

Conditions to Obligations of UTS

The agreements and obligations of UTS herein set forth shall be subject to fulfillment of each of the following conditions on or before the Closing Date (any one or more of which UTS may expressly waive by a written instrument delivered by it to SCAS):

A. SCAS shall have performed all of its agreements contained herein required to be performed by it on or before the Closing Date;

B. The representations, covenants and warranties of SCAS herein contained shall be true in all material respects on and as of the Closing Date as if made on the Closing Date, except as otherwise contemplated by this Agreement;

C. SCAS shall have delivered to UTS its certificate signed by its President or a Vice President, stating that all representations, covenants and warranties of SCAS herein contained are true on the Closing Date in all material respects as if made on that date;

D. The Board of Governors of SCAS will have taken all appropriate and required corporate action to approve and authorize the execution and delivery of this Agreement and the consummation of the transactions herein contemplated, and SCAS will have delivered to UTS a certificate signed by the President or Vice President and the Secretary or an Assistant Secretary of SCAS containing the resolutions of its Board of Governors, in form and substance satisfactory to UTS, approving, authorizing and directing such action by the officers of SCAS;

E. The written consents from lessors, owner of personal property, parties sponsoring research contracts or grants and other persons referred to in Section 3.6 hereof will have been obtained and delivered to UTS, or expressly waived in writing by both UTS and SCAS;

F. SCAS will have delivered to UTS an opinion of Thompson, Knight, Simmons & Bullen, counsel for SCAS, dated the Closing Date, to the effect that:

(1) SCAS (whose name will be changed to "Excellence in Education Foundation") is a non-profit corporation duly organized and validly existing under the laws of the State of Texas, having no capital stock and no members;

(2) SCAS has the legal power and corporate authority to own all of its properties and to perform all of its agreements and obligations under this Agreement;

(3) The consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, or constitute a default under, any mortgage, deed of trust, lease, sponsored research contract or grant or other agreement or instrument to which SCAS is a party or by which it is bound, or to which any of its property is subject (with an exception for any of the consents which may not have been obtained prior to the Closing Date and which are expressly waived by UTS and SCAS);
(4) The execution and delivery of this Agreement and per- 
formance of SCAS' agreements and obligations hereunder by its 
oficers and agents have been duly approved and authorized by the 
Board of Governors of SCAS; and 

(5) The written consents obtained from the lessors, the 
owner of personal property, the parties sponsoring research contracts 
or grants and other persons (if any) to the transfer of SCAS' rights, 
titles and interests in such personal property and research contracts 
and grants, and other contracts (if any) to UTS are valid and adequate 
to permit UTS to take possession of such personal property and receive 
SCAS' rights, titles and interests therein and in such contracts and 
grants and to complete same and collect all sums of money becoming 
due and payable for work done after the Closing Date under such con-
tracts and grants;

G. UTS shall have received from Mr. W. R. Long III, its counsel, 
a final title opinion dated the Closing Date, to the effect that SCAS had im-
mEDIATELY prior to the Closing, and SCAS' deed described in Paragraph A 
of Section 5.1 hereof granted and conveyed to UTS, merchantable title to 
the real estate described in Exhibit "A", subject to no lien, mortgage, deed 
of trust, pledge, security interest, encumbrance or charge of any kind, 
except only (1) the easements, right-of-ways and two leases, and zoning 
restrictions (if any) therein expressly described, and (2) ad valorem taxes 
not yet due and payable assessed against same (which SCAS will pay and 
discharge as stipulated in Section 8.1 hereof); and

H. The Legislature of the State of Texas will have appropriated 
funds for the operation of UT Dallas during the period September 1, 1969 
to August 31, 1971.

ARTICLE VII.

Conditions to Obligations of SCAS

In order to effect an orderly transition of the operation of the 
Center from SCAS to UTS, the transfer of the properties to be donated and 
granted by SCAS to UTS as herein contemplated shall be subject to each of the 
following conditions (any one or more of which SCAS may expressly waive 
by a written instrument delivered by SCAS to UTS):

A. The representations, covenants and warranties of UTS herein 
contained shall be true in all material respects on or as of the Closing Date 
as if made on the Closing Date, except as otherwise contemplated by this 
Agreement;

B. On or before the Closing Date, The Board of Regents of The 
University of Texas System will have taken all appropriate and required action 
to approve and authorize the execution and delivery of this Agreement and 
the consummation of the transactions herein contemplated, and UTS will have 
delivered to SCAS a certificate signed by its Chairman and Secretary containing 
the resolutions of the Board of Regents, in form and substance satisfactory to 
SCAS, approving, authorizing and directing such action by the officers of UTS;

C. The written consents referred to in Paragraph E of Article VI 
hereof shall have been obtained on or before the Closing Date, or expressly 
waived in writing by both UTS and SCAS:

-9-
D. Prior to the Closing Date UTS will have: (1) made every effort to effect a satisfactory transition of the faculty and other personnel of SCAS to UTS, as of September 1, 1969, as follows: the appointments made by UTS will conform to its rules and regulations, including the "Budget Rules and Procedures" applicable to each UTS budget, and to controls imposed by accrediting bodies and educational associations; any SCAS faculty member who is not offered acceptable academic rank and tenure will be retained by UTS on its payroll for a reasonable period of time to enable him either to acquire tenure or to change in an orderly fashion to another position, and postdoctoral, research and administrative personnel will be afforded like treatment, except as to tenure; (2) delivered to SCAS a copy of the budget which it will have approved for UT Dallas and a copy of each appointment notice offered by UTS to the faculty, postdoctoral, administrative and research personnel of SCAS; provided, that each appointment notice may declare that it is subject to the conditions that this Agreement shall be consummated and that an appropriation of funds shall be made by the 61st Legislature for UTDallas; and (3) advised SCAS the names of those individuals who reject such appointment or do not accept such employment.

E. Prior to the Closing Date UTS will have delivered to SCAS copies of instruments satisfactory to UTS and SCAS:

(1) And to the sponsors of such contracts and grants, obligating UT Dallas to complete the sponsored research contracts and grants described in Schedule III hereof;

(2) Showing that UT Dallas will participate with other universities and colleges in the oceanographic work now being performed by GURC in the Gulf of Mexico;

(3) And to SMU, arranging for (a) the appointment of certain members of the faculty of the Atmospheric and Space Sciences Division of UT Dallas as faculty members of SMU's Institute of Technology Space Sciences Department, (b) the appointment of members of the faculty of UT Dallas as Associate Members of the graduate faculty of SMU's Department of Geological Sciences; and (c) the use by UT Dallas of SMU's library system, including its Science Information Center;

(4) And to TAGER, showing that UT Dallas has become a participant member of TAGER, will continue to use and maintain the TV broadcasting equipment and facilities in SCAS' building relating to TAGER that will be transferred by SCAS to UTS and will collaborate with TAGER in fostering its continued growth and development; and

(5) And to the other universities and colleges who are involved, continuing the arrangements or associations with them described in Schedule VI hereof.

F. On or before the Closing Date UTS and SCAS will have executed the agreement relating to utilities referred to in Section 4.2 hereof;

G. On or before the Closing Date UTS will have delivered to SCAS the attorney's title opinion referred to in Section 4.3 hereof, or another instrument satisfactory to SCAS, approving the title to the real estate described in Exhibit "A";

H. The Legislature of the State of Texas will have appropriated funds for the operation of UT Dallas during the period September 1, 1969, to August 31, 1971.
I. UTS shall have delivered to SCAS on or before the Closing Date an opinion of Mr. W. R. Long, III, counsel for UTS, dated the Closing Date, to the effect that:

(1) The University of Texas System has the legal power and authority to accept and own the real estate and personal property that will have been granted, transferred and assigned to it by SCAS as contemplated by this Agreement; and

(2) The execution and delivery of this Agreement and performance of the acts of the University of Texas System contemplated hereby by its officers and agents have been duly approved and authorized by the Board of Regents of The University of Texas System in behalf of The University of Texas System; and

J. In the event any of the properties to be donated and granted by SCAS to UTS as herein contemplated shall be sold or exchanged by The University of Texas System the proceeds of the sales or exchange thereof shall not become a part of the Permanent University Fund, or of the Available Funds, or of the general funds of the State of Texas, but their use shall be limited to the acquisition of other lands and the construction of buildings and the purchase of equipment and personal property for the use of U T Dallas, a general academic institution; and the Deed and Bill of Sale described in Section 5.2 hereof shall so provide.

ARTICLE VIII.

Agreements of SCAS to be Performed after the Closing

8.1. Prior to the delinquency of any such taxes, SCAS will pay and discharge all ad valorem taxes, if any, assessed for the calendar year 1969 and all prior years against the real estate described in Exhibit "A" and the personal property described in Exhibit "B", and will promptly deliver to UTS copies of the tax receipts evidencing such payment.

8.2. If it is deemed desirable by UTS, so that necessary classrooms and other facilities not now available at the Center may be provided, SCAS at a propitious time mutually agreed upon, not earlier than March 1, 1971, will assume the responsibility for organizing a public subscription campaign to obtain not less than Three Million Dollars ($3,000,000.00) in gifts in order to construct and equip additional buildings (estimated to cost at least $6,000,000.00) for U T Dallas, anticipating that a matching amount can be obtained from governmental sources for such purpose. If the funds raised from both sources exceed the amount
required for such purpose, the excess may be used for other buildings, equipment, other development and endowment of U T Dallas.

8.3. SCAS will upon the request of UTS execute and deliver such additional and correction deeds, Bills of Sale and supplemental and other documents and instruments as may be required, appropriate or reasonably requested in order to vest in UTS the real estate described in Exhibit "A", the personal property described in Exhibit "B" and the research contracts and grants herein referred to, and otherwise carry out and perform the terms, provisions and intent of this Agreement.

8.4. As payments are received from the sponsoring agencies by SCAS and The University of Texas System on account of research contracts and grants pending on September 1, 1969, SCAS will promptly remit to The University of Texas System all sums received by SCAS for work done on or after that date, and The University of Texas System will promptly remit to SCAS all sums received by The University of Texas System for work done before that date. It is contemplated that an audit will be made by the parties, and from time to time the sponsoring agencies will make audits, in order to determine and accurately compute the amounts properly payable on account of such research contracts and grants and the prorata thereof to which each SCAS and The University of Texas System are entitled on account of work performed before September 1, 1969, and on or after that date, respectively; and each party agrees, upon written notice given to it prior to September 1, 1973, to account for and refund to the other any amounts of money which such audits will show was erroneously paid to or received by it on account of its prorata of such sponsored research contracts and grants.

ARTICLE IX

Miscellaneous


Each party agrees to pay and discharge all costs and expenses, including attorneys' fees, incurred by it in connection with this Agreement.
and its consummation.


All notices, requests, instructions, communications and documents to be given or delivered hereunder by either party to the other shall be in writing and delivered personally or mailed by registered mail, postage prepaid, if to UTS, addressed to:

Dr. C. A. LeMaistre, Deputy Chancellor
The University of Texas System
University of Texas Station
Austin, Texas 78712

and if to SCAS, addressed to:

Mr. J. E. Jonsson
Excellence in Education Foundation
3300 Republic National Bank Building
Dallas, Texas 75201

or to such other person or persons (not more than two) or address or addresses as may be specified in writing by one party to the other.

9.3. Entire Agreement; Amendments.

This Agreement, together with the exhibits hereto attached and the schedules herein referred to and prepared and delivered pursuant to this Agreement, embody the entire agreement between the parties. No amendment hereof shall be made except by an instrument in writing signed by the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be deemed for all purposes one Agreement.

9.4. Survival of Representations.

All representations, covenants, warranties, agreements and obligations of each party contained herein shall survive the Closing and remain in full force and effect.
9.5. Plan of Distribution of SCAS.

SCAS hereby confirms that its conveyance of the real estate and personal property described in Exhibits "A" and "B" to The University of Texas System, is a conveyance to a public organization which is (a) operated exclusively for scientific and educational purposes, (b) exempt from income taxes under the provisions of the Internal Revenue Code and (c) engaged in activities substantially similar to those in which SCAS has heretofore been engaged; and this Agreement may be deemed a Plan of Distribution by SCAS adopted as provided in the Texas Non-Profit Corporation Act; and such conveyance may be deemed a partial liquidation and distribution of the assets of SCAS pursuant to its Articles of Incorporation and said Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, acting through their respective officers hereunto duly authorized, as of the date hereinafore first written.

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

By [Signature]
Chairman of the Board of Regents

ATTEST:

[Signature]
Secretary

SOUTHWEST CENTER FOR ADVANCED STUDIES

By [Signature]
Chairman of its Board of Governors

ATTEST:

[Signature]
Secretary
THE UNIVERSITY OF TEXAS AT DALLAS

12 September 1969

Mr. Kirby L. McCollum
Contract Administration Branch
Code DHC-5
National Aeronautics and
Space Administration
Washington, D. C. 20546

Dear Mr. McCollum:

Additional information regarding the change of status of the Southwest Center for Advanced Studies to the University of Texas at Dallas is forwarded herewith. This is in response to the request of people from your Office of General Counsel. Enclosed is a certified copy of the contract, executed by officials of both the Southwest Center for Advanced Studies and the University of Texas System, acting for the University of Texas at Dallas. We are pleased to note that the personnel and staff, plus the equipment necessary to accomplish the tasks in each of our NASA grants and contracts, are all part of our new institution and our capability to perform these tasks remains unchanged.

In addition, a balance sheet for the University of Texas at Dallas for 1 September 1969 was requested. Since the transfer was made less than two weeks ago and UTD has not yet completed its first month of operation, a balance sheet is not yet available. Enclosed is a copy of the latest Financial Report of the Southwest Center for Advanced Studies for the fiscal year ending 30 June 1969. Substantially, all the assets listed in this financial report, with the exception of approximately 900 acres of land and one small building, were given as a gift to the State of Texas for the establishment of the University of Texas at Dallas. The opening financial statement for UTD will, therefore, be substantially the same. I hope this provides the additional information required.

Sincerely yours,

[Signature]

S. C. Fallis
Vice President -
Business Affairs

SCF/vena

Enclosures

cc: D. W. Canham
E. N. Stohl
September 2, 1969

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

Our File 029905

Dear Bob:

After studying again Dave Canham's letter to Graves Landrum, I concluded that you and I should write separate opinions to accompany the transfer and novation pertaining to the NASA contracts, and here- with hand you a copy of my opinion. I assume you will write a similar one and send it to SCAS along with the executed copies of the general transfer of contracts and of the specific novation agreements, all executed by UTS (where appropriate) and to be executed by SCAS, and if appropriate by the Agency; so that all of these documents can be transmitted to the appropriate agencies directly by SCAS.

If Messrs. Jonsson and Irwin conclude to close on the basis of the 60-day bill, one of us should prepare an amendment to the Contract to be signed in the same manner as the original Contract was signed and I will obtain the unanimous consent of the Board of Governors of SCAS to this amendment and I assume you will wish to obtain the approval of the five-man committee appointed by The Board of Regents thereto. I will talk to you on Wednesday about this matter.

Sincerely,

SG/RF
Enc.

Original Signed by
Sol Goodell

cc-Mr. Ralph N. Stohl
cc-Mr. J. E. Jonsson
September 2, 1969

National Aeronautics and Space Administration,
Washington, D. C. 20546

Opinion of Counsel for Transferor
Our File 629903

Gentlemen:

This opinion is given by counsel for Southwest Center for Advanced Studies, a Texas non-profit corporation (the "Transferor"), in connection with the transfer and assignment of all contracts between it and National Aeronautics and Space Administration ("NASA") from the Transferor to The University of Texas at Dallas (the "Transferee"), which is a part of The University of Texas System ("UTS"), an arm of the State of Texas.

We have examined the Agreement between the Transferor and the Board of Regents of UTS, in behalf of the Transferee, pertaining to the transfer of said contracts, the Act of the Legislature of the State of Texas authorizing the establishment of the Transferee, the resolutions duly enacted by the Board of Governors of the Transferor and The Board of Regents of UTS, respectively, pertaining to said transfer, the instrument (the "Assignment") duly executed and delivered by the Transferor transferring said contracts to the Transferee, and the Novation Agreement (the "Novation") duly executed and delivered by the Transferor and the Transferee (and to be executed by NASA); and we are pleased to advise you that:

1. The Transfer and the Novation were each duly authorized and executed and delivered;

2. The transfer and assignment of said contracts, and the assumption of same by the Transferee were properly effected in accordance with applicable law; and

3. The effective date of said transfer and of said assumption is September 1, 1969.

Respectfully submitted,

SG/RP
August 25, 1969

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

Dear Graves:

The smooth advance of the novation agreements with the various agencies was
marred today by NASA. Mr. Kirby McCollum, Code DHOS, of NASA headquarters,
has been handling the novation procedure in our case as an agent for
Mr. Mario Tomasetti. Kirby had completed the agreement and taken it to the
Office of Legal Counsel. He had checked it with his boss, Herb Snyder, who
is the Director of the Headquarters Contracts Division. All seemed to be
in order. However, from the Office of the General Counsel, whose deputy
is Mr. S. Neil Rosenhall, came word that academic institutions would have
to meet the new requirements of NASA's procurement regulations as set forth
in Section 1.1601, which was revised on the 24th of March this year,
specifically those items appearing under that section's (b). They agree
to have received (i), (ii), (iii), and (iv). They now request the
remaining items that are pertinent.

In the telephone conversation with Kirby, these items seem to be the
one required by (v), "a properly authenticated copy of the certificate and
articles of incorporation of the transferee if such corporation was formed
for the purpose of receiving the assets involved in the performance of the
Government contracts." The agreement to be executed on 2 September would
meet this requirement. Secondly, that required by (vi), "opinion of counsel
for the transferor and transferee that the transfer was properly effected in
accordance with applicable law and the effective date of transfer." For
this we will draw up a statement, hopefully to be executed also on next
Tuesday morning. Thirdly, that required by (vii), "evidence of the
capability of the transferee to perform the contracts." This would merely
be a statement saying that all key personnel would remain and that the
facilities and equipment heretofore available would continue to be available
for the effective performance of the individual tasks required by the
various contracts. Finally, they want a copy of the balance sheet of the
transferor and the transferee as of dates immediately prior to and after the
transfer of assets. The remaining items--security clearance requirements,
and consent of sureties where bonds were required, are not applicable to us.
If your office has no way of altering these requirements, I have told Kirby that I would fill the items up to him as soon as they were available. He, in turn, said that the agreement itself could be delivered to me at that time and I could return with it.

DoD's and NSF's agreements are in the mail to us both. We should receive them on the 26th.

May the complications above be the only ones that really confront us.
Best wishes.

Sincerely,

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

cc: Mr. R. N. Stohl
Mr. S. C. Fallis
Dr. F. S. Johnson
July 28, 1969

Mr. Mario A. Tomasetti
Code DHC 6
Headquarters, Contracts Division
Office of Organization and Management
National Aeronautics and Space Administration
Washington, D. C. 20546

Dear Mr. Tomasetti:

Re: Southwest Center for Advanced Studies letter to you dated 23 July 1969
signed by D. W. Canham, Jr.

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

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

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

We will be grateful for your help.

Sincerely yours,

Graves W. Landrum
Vice-Chancellor for Operations

GWL:tm
cc: Mr. R. L. Anderson, Comptroller
    The University of Texas System, Austin, Texas 78712
    Mr. D. W. Canham, Jr., Director of Research Support
    Southwest Center for Advanced Studies
    P. O. Box 30365, Dallas, Texas 75230
23 July 1969

Mr. Mario A. Tomasetti
Code DRC 6
Headquarters, Contracts Division
Office of Organization and Management
National Aeronautics and Space Administration
Washington, D. C. 20546

Dear Mr. Tomasetti:

We write regarding the change of name and novation agreement affecting our institution and its contractual relationships with NASA Headquarters and various NASA Centers. In accordance with Section 1.1603 of your procurement regulations, we ask that NASA Headquarters be the "designated installation" for the purpose of processing and executing these agreements as it is with you that we have the largest amount of unliquidated obligations.

At midnight 31 August 1969 we will cease to exist as the Southwest Center for Advanced Studies. In accordance with a duly authorized act of the Texas State Legislature as executed by the Governor, we immediately thereafter become the University of Texas at Dallas. The performance of research as set forth in our various grants and contracts as listed in enclosure one and in effect on 1 September 1969 will be assumed by the new entity, the University of Texas at Dallas. You may look forward to the University of Texas System affirming this change and subsequent action.

A major problem will be that of insuring uninterrupted financial operations after 31 August 1969. We will technically be unable to proceed with normal billings after 31 August in the name of the Southwest Center for Advanced Studies. Thus, we earnestly seek such action on this request as to permit the completion of agreements by
1 September 1969 that we may bill immediately after that date in the name of the University of Texas at Dallas so as to preclude interruptions to our normal cash flow.

A copy of the act is enclosed for your information as is the contract/grant information required under your regulations 1.1601 (b) (1). Certified copies of the resolutions of the University of Texas System’s Board of Regents and the Southwest Center for Advanced Studies’ Board of Governors authorizing and noting the transfer of assets will be forwarded to you in the near future. Your further advice on other information/material that you may require in this regard to permit an orderly transition during these actions will be appreciated.

Sincerely yours,

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

DWC/shg

Enclosures

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

bcc: R. N. Stohl
W. Elliston
S. Fallis
<table>
<thead>
<tr>
<th>CONTRACT (GRANT)</th>
<th>NAME/ADDRESS PURCHASING OFFICE</th>
<th>TOTAL DOLLAR VALUE AS AMENDED</th>
<th>TYPE OF CONTRACT</th>
<th>BALANCE REMAINING UNPAID (22 July 1969)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAS 2-3332</td>
<td>Ames Research Center Moffett Field, Calif. 94035</td>
<td>$1,433,770*</td>
<td>Cost Reimbursement (no fee)</td>
<td>$24,616.74</td>
</tr>
<tr>
<td>NAS 2-4674</td>
<td>Ames Research Center Moffett Field, Calif. 94035</td>
<td>$112,000</td>
<td>Cost Reimbursement (no fee)</td>
<td>$1,679.15</td>
</tr>
</tbody>
</table>

* - Additional proposal for $13,700 pending for period through 31 August 1969.

<table>
<thead>
<tr>
<th>CONTRACT (GRANT)</th>
<th>NAME/ADDRESS PURCHASING OFFICE</th>
<th>TOTAL DOLLAR VALUE AS AMENDED</th>
<th>TYPE OF CONTRACT</th>
<th>BALANCE REMAINING UNPAID (22 July 1969)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAS 5-9075</td>
<td>Goddard Space Flight Center Greenbelt, Maryland 20771</td>
<td>$745,046</td>
<td>Cost Reimbursement (no fee)</td>
<td>$18,660.52</td>
</tr>
<tr>
<td>NAS 5-9112</td>
<td>Goddard Space Flight Center Greenbelt, Maryland 20771</td>
<td>$671,300</td>
<td>Cost Reimbursement (no fee)</td>
<td>$6,749.64</td>
</tr>
<tr>
<td>NAS 5-9310</td>
<td>Goddard Space Flight Center Greenbelt, Maryland 20771</td>
<td>$607,300#</td>
<td>Cost Reimbursement (no fee)</td>
<td>$48,770.87</td>
</tr>
<tr>
<td>NAS 5-9311</td>
<td>Goddard Space Flight Center Greenbelt, Maryland 20771</td>
<td>$397,000#</td>
<td>Cost Reimbursement (no fee)</td>
<td>$51,773.54</td>
</tr>
<tr>
<td>NAS 5-11003</td>
<td>Goddard Space Flight Center Greenbelt, Maryland 20771</td>
<td>$368,586#</td>
<td>Cost Reimbursement (no fee)</td>
<td>$7,979.10</td>
</tr>
<tr>
<td>NAS 5-11011</td>
<td>Goddard Space Flight Center Greenbelt, Maryland 20771</td>
<td>$155,627#</td>
<td>Cost Reimbursement (no fee)</td>
<td>$13,029.65</td>
</tr>
<tr>
<td>NAS 9-5964</td>
<td>Manned Spacecraft Center Houston, Texas 77058</td>
<td>$532,930</td>
<td>Cost Reimbursement (no fee)</td>
<td>$109,372.10</td>
</tr>
<tr>
<td>NAS 9-7591</td>
<td>Manned Spacecraft Center Houston, Texas 77058</td>
<td>$215,225</td>
<td>Cost Reimbursement (no fee)</td>
<td>$5,664.18</td>
</tr>
<tr>
<td>NAS 9-8767</td>
<td>Manned Spacecraft Center Houston, Texas 77058</td>
<td>$32,050#</td>
<td>Cost Reimbursement (no fee)</td>
<td>$11,710.28</td>
</tr>
</tbody>
</table>

# - Proposals for continuing funds now in negotiation.
<table>
<thead>
<tr>
<th>CONTRACT (GRANT)</th>
<th>NAME/ADDRESS PURCHASING OFFICE</th>
<th>TOTAL DOLLAR VALUE AS AMENDED</th>
<th>TYPE OF CONTRACT</th>
<th>BALANCE REMAINING UNPAID (22 July 1969)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAS 9-8766</td>
<td>Manned Spacecraft Center Houston, Texas 77058</td>
<td>$ 40,000#</td>
<td>Cost Reimbursement (no fee)</td>
<td>$14,658.68</td>
</tr>
<tr>
<td>NSR 44-004-029</td>
<td>NASA Headquarters Washington, D. C. 20546</td>
<td>$ 579,849</td>
<td>Cost Reimbursement (no fee)</td>
<td>$89,147.00</td>
</tr>
<tr>
<td>NSR 44-004-041</td>
<td>NASA Headquarters Washington, D. C. 20546</td>
<td>$ 978,748**</td>
<td>Cost Reimbursement (no fee)</td>
<td>$26,527.60</td>
</tr>
<tr>
<td>NSR 44-004-089</td>
<td>NASA Headquarters Washington, D. C. 20546</td>
<td>$ 60,500**</td>
<td>Cost Reimbursement (no fee)</td>
<td>$28,239.78</td>
</tr>
<tr>
<td>NSR 44-004-026</td>
<td>NASA Headquarters Washington, D. C. 20546</td>
<td>$ 615,071</td>
<td>Grant</td>
<td>$131,431.00</td>
</tr>
<tr>
<td>NSR 44-004-030</td>
<td>NASA Headquarters Washington, D. C. 20546</td>
<td>$ 332,960</td>
<td>Grant</td>
<td>$41,470.00</td>
</tr>
<tr>
<td>NSR 44-004-001</td>
<td>NASA Headquarters Washington, D. C. 20546</td>
<td>$5,284,957**</td>
<td>Grant</td>
<td>$423,045.00</td>
</tr>
</tbody>
</table>

# - Proposals for continuing funds now in negotiation.

** - Proposals for additional funds now in negotiation.