



DAVID PIERPONT GARDNER  
President

OFFICE OF THE PRESIDENT  
BERKELEY, CALIFORNIA 94720

December 8, 1986

CHANCELLOR YOUNG

Delegation of Authority--Howard Hughes Medical Institute  
Agreement, Los Angeles Campus

At the meeting on September 19, 1986, The Regents authorized the President to negotiate and execute an agreement with the Howard Hughes Medical Institute (HHMI) beginning September 22, 1986 for the conduct of a program of medical research by HHMI cooperatively with the School of Medicine and College of Letters and Science, Los Angeles campus, and also authorized the President to negotiate and execute an agreement for occupancy by HHMI of a portion of a research building on the Los Angeles campus. Both authorizations are subject to the terms of the September 1986 Regental actions, copies of which are attached.

Effective immediately, as Chancellor of the Los Angeles campus, you are authorized to negotiate and execute contract amendments, modifications, or renewals subsequent to the initial agreement subject to the terms of the September 1986 Regental authorizations, copies of which are attached.

Any redelegation of this authority shall be in writing, with copies to the Senior Vice President--Administration, the Director--Coordination and Review, the General Counsel of The Regents, and the Secretary of The Regents.

  
David Pierpont Gardner

Attachments

cc: Senior Vice President Brady  
Associate Vice President Pastrone  
Special Assistant Young  
Director Rogin  
Coordinator Mears  
Coordinator Correia  
General Counsel Holst  
Secretary Smotony

Approved

Approved as amended

Accepted

Notice served

Deferred

Withdrawn

Disapproved

E

COMMITTEE ON EDUCATIONAL POLICY  
September 19, 1986

N. Proposed Cooperative Research Agreement with the  
Howard Hughes Medical Institute, Los Angeles Campus

The Committee recommends that:

- (1) The President be authorized to negotiate and execute a research agreement with the Howard Hughes Medical Institute (HHMI) for the purpose of the conduct of a program of medical research by HHMI cooperatively with the School of Medicine and College of Letters and Science, Los Angeles campus, beginning September 22, 1986 for an indefinite term, with the understanding that said agreement may be terminated by either party without further obligation after the fifth year upon five years' written notice, in space to be made available in a new medical research building to be constructed on the campus by the University, in support of which HHMI shall contribute not less than \$10.7 million.
- (2) The President be authorized to execute any subsequent amendments, modifications, or renewals to said agreement, provided the general intent and purpose of the agreement remain unchanged from those originally approved by The Regents.

Approved  
Approved as amended  
Accepted  
Notice served  
Deferred  
Withdrawn  
Disapproved

C  
DA 0917

M. Proposed Agreement with the Howard Hughes Medical Institute for Occupancy of Research Building, Los Angeles Campus

The Committee recommends that, subject to approval by The Regents of a proposed cooperative research agreement with the Howard Hughes Medical Institute (HHMI), the President be authorized to negotiate and execute an agreement with HHMI for the occupancy of a portion of a research building on the Los Angeles campus, said agreement to include the following terms and conditions:

- (1) By October 1991, the University will construct a building to be used by HHMI and for other related medical research purposes, subject to approval by The Regents of the site and design of said building incident to review and consideration of the appropriate environmental documents.
- (2) HHMI will contribute not less than \$10.7 million toward the construction and equipment of said research building within ninety days of execution of said agreement.
- (3) HHMI will have the right to occupy approximately 25,000 net usable square feet of said research building.
- (4) HHMI and the University will each indemnify the other and HHMI will maintain liability insurance of at least \$10 million.
- (5) HHMI will pay for maintenance and utilities for its portion of the research building.
- (6) The term of the agreement shall be indefinite, but may be terminated after the fifth year upon five years' written notice by either party without further obligation, with the understanding that in event of termination by the University in the first ten years, HHMI shall be reimbursed for the unamortized portion of its contribution determined on a straight line basis over ten years, except that if the commencement or completion of construction of the research building is substantially delayed, HHMI may dissolve the agreement on sixty days' written notice and will be entitled to reimbursement on the terms just stated.