

TECHNOLOGY DEVELOPMENT AND TRANSFER AGREEMENT

This **TECHNOLOGY DEVELOPMENT AND TRANSFER AGREEMENT** (“**Agreement**”) is made and entered into by and between the **University of North Texas Health Science Center (“UNTHSC”)**, a state institution of higher education established pursuant to Chapter 105 of the Texas Education Code, and the **City of Fort Worth (“City”)**, a home rule municipal corporation organized under the laws of the State of Texas.

RECITALS

A. The City owns the buildings occupied by the Fort Worth Business Assistance Center (the “**BAC**”), a non-profit business development center that provides skills development, technical advice and access to capital to small businesses and entrepreneurs. The BAC operates from the Guinn School Campus, consisting of three historic buildings (the former middle school, elementary school and gymnasium) on approximately five (5) acres of land in the City at the intersection of I-35 South and Rosedale Street.

B. Pursuant to an appropriation adopted by the 86th Legislature of the State of Texas during its Regular Session as part of S.B. 1 (General Appropriations Act for the 2020-2021 Biennium) (the “**Appropriation**”), UNTHSC will receive a total of \$3,069,000.00 (the “**Appropriated Funds**”) in two (2) equal annual installments for costs associated with economic development and technology commercialization activities.

C. UNTHSC and the City wish to enter into this Agreement in order to provide for UNTHSC’s transfer to the City of (i) \$450,000.00 of those Appropriated Funds for the 2019-2020 fiscal year, and (ii) another \$450,000.00 of those Appropriated Funds for the 2020-2021 fiscal year (each installment hereinafter referred to as the “**City Funds**”), all of which will be used by the City specifically for operations of the BAC and programs geared toward expanding entrepreneurship in Fort Worth (including any contracted services) described in Exhibit A (the “**Programs**”). The transfers are contingent on City compliance with the reporting requirements set forth in Section 4.2 and Section 4.3 of this Agreement.

NOW, THEREFORE, UNTHSC and the City, for and in consideration of the terms and conditions set forth herein, do hereby contract, covenant and agree as follows:

RECEIVED
FEB 12 2020

CITY OF FORT WORTH
CITY SECRETARY

AGREEMENT

1. INCORPORATION OF RECITALS.

The parties hereby agree that the recitals set forth above are true and correct and form the basis upon which they have entered into this Agreement.

2. CITY FUNDS.

2.1. Transfer by UNTHSC.

Following execution of this Agreement and within 30 business days of the receipt of Report 1, as defined by Section 4.2, UNTHSC will transfer the first \$450,000.00 in City Funds to the City in accordance with a procedure reasonably acceptable to both UNTHSC and the City. The second installment of \$450,000.00 in City Funds will be transferred to the City in accordance with the same procedure after September 1, 2020 and within 30 business days of UNTHSC's receipt of Report 2, as defined in Section 4.3. If UNTHSC reasonably has concerns about the City's use of the City Funds, as reflected in either report, UNTHSC will promptly notify the City in writing and the timeframe for transfer of City Funds will be delayed until the parties mutually have resolved in good faith any such concerns). The City agrees to deposit the City Funds into a segregated account(s) or sub-account(s) specifically designated for the funding of BAC operations and the Programs. Any interest earned on the City Funds shall remain the property of the City, but shall not be spent for purposes other than BAC operations or the Programs.

2.2. No Rollover.

The City understands and agrees that City Funds received by UNTHSC must be used only as permitted by this Agreement. The City will use commercially reasonable efforts to ensure that City Funds received by UNTHSC during a state fiscal year (September through August 31) are incurred during the same fiscal year. In the event that the City incurs such City Funds after expiration of the state fiscal year in which they were received by UNTHSC and the Comptroller demands repayment of all or any portion of such City Funds specifically due to that fact, the City will pay UNTHSC or the State of Texas an amount equal to the refund demanded from any legally available source of funds; provided, however, that UNTHSC will cooperate with the City if the City reasonably and in good faith disagrees with the Comptroller's demand and wishes to employ any available administrative or legal remedy to contest the Comptroller's demand, with the understanding that UNTHSC itself shall have no liability or responsibility in asserting or related to such a contest.

3. **COOPERATION WITH STATE COMPTROLLER.**

UNTHSC will comply and cooperate with all requests of the Texas Comptroller of Public Accounts (the “**Comptroller**”) pertaining to the Appropriated Funds. The City will comply and cooperate with all requests of the Comptroller (whether received directly from the Comptroller or through UNTHSC) pertaining to the City Funds, including all requests for information to substantiate job creation. Each party shall notify the other in writing within five (5) calendar days of receipt of any such request and shall cooperate with one another as reasonably necessary to ensure that such request is met in a timely fashion. As of the execution date of this Agreement, UNTHSC and City are not aware of any remaining duty, obligation or provision of information that the City or UNTHSC must undertake or supply to the Comptroller. In the event Comptroller demands the refund of any Appropriated Funds transferred to the City as City Funds on account of the City’s misuse of such City Funds, City will pay UNTHSC or the State of Texas in a manner dictated by the Comptroller an amount equal to the refund demanded from any legally available source of funds; provided, however, that UNTHSC will cooperate with the City if the City reasonably and in good faith disagrees with the Comptroller’s demand and wishes to employ any available administrative or legal remedy to contest the Comptroller’s demand, with the understanding that UNTHSC itself shall have no liability or responsibility in asserting or related to such a contest.

4. **TERM.**

4.1. **Duration.**

This Agreement shall take effect on the date as of which both UNTHSC and the City have executed it and shall expire at 11:59 P.M. CDT August 31, 2021. Any duty or obligation of a party arising prior to expiration shall survive the expiration.

4.2. **Reporting for the 2019-2020 Fiscal Year.**

By not later than September 30, 2020, the City agrees to submit to UNTHSC a written report on the impact BAC operations and the Programs made on expanding entrepreneurship in Fort Worth during the 2019-2020 fiscal year (the “**Report 1**”). The report will include specific metrics on the number of clients assisted, business starts, jobs created/retained, and capital infusion obtained by clients at the Guinn Campus. The report will also include details about speaker series, seminars, forums and other programming provided at the Business Assistance Center, including the number of activities offered and attendance. Additionally, the report will link these activities to specific initiatives and economic performance outcomes recommended in the City’s Economic Development Strategic Plan published in December 2017. The report shall be delivered to UNTHSC at the address provided in Section 7 of this Agreement. If UNTHSC reasonably has any concerns about the City’s use of the either of these payments, as reflected in the report, UNTHSC will promptly notify the City in writing. In this

event, UNTHSC and the City agree to meet promptly and to address any such concerns.

4.3. Reporting for the 2020-2021 Fiscal Year.

By not later than September 30, 2021, the City agrees to submit to UNTHSC a written report on the impact BAC operations and the Programs made on expanding entrepreneurship in Fort Worth during the the 2020-2021 fiscal year (the "Report 2"). The report will include specific metrics on the number of clients assisted, business starts, jobs created/retained, and capital infusion obtained by clients at the Guinn Campus. The report will also include details about speaker series, seminars, forums and other programming provided at the Business Assistance Center, including the number of activities offered and attendance. Additionally, the report will link these activities to specific initiatives and economic performance outcomes recommended in the City's Economic Development Strategic Plan published in December 2017. The report shall be delivered to UNTHSC at the address provided in Section 7 of this Agreement. If UNTHSC reasonably has any concerns about the City's use of the either of these payments, as reflected in the report, UNTHSC will promptly notify the City in writing. In this event, UNTHSC and the City agree to meet promptly and to address any such concerns.

5. BREACH OR DEFAULT.

City acknowledges and agrees that UNTHSC's liability to City under this Agreement is limited to the amount of funds actually received by UNTHSC designated by this Agreement as the City Funds. If either party breaches any provision of this Agreement, the non-defaulting party shall notify the defaulting party in writing, specifying the nature of the default. If the defaulting party has not cured the default within thirty (30) calendar days following receipt of such notice (or, if the defaulting party has diligently and continuously attempted cure, such additional time as may reasonably be required to effect cure), the defaulting party shall be in breach of this Agreement, in which case the non-defaulting party shall have all equitable rights for injunctive relief or specific performance.

6. LIABILITY.

EXCEPT FOR UNTHSC'S DUTY AND OBLIGATION TO TRANSFER THE CITY FUNDS TO THE CITY IN ACCORDANCE WITH THIS AGREEMENT, THE CITY HEREBY HOLDS HARMLESS AND RELEASES UNTHSC FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY AND EXPENSE (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEY'S FEES) ARISING FROM OR RELATED TO THE PROGRAMS.

7. **NOTICES.**

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

City:

City of Fort Worth

[REDACTED]
Economic Development Department

1000 Throckmorton
Fort Worth, TX 76102
[REDACTED]

UNTHSC:

University of North Texas Health Science
Center

[REDACTED]
3500 Camp Bowie Blvd.
Fort Worth, TX 76107-2699
[REDACTED]

8. **COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.**

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations. Neither UNTHSC nor the City are aware of any law, rule or regulation that would prohibit the other from entering into this Agreement.

9. **NO WAIVER.**

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **VENUE AND JURISDICTION.**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

11. NO THIRD PARTY RIGHTS.

The provisions and conditions of this Agreement are solely for the benefit of the City and UNTHSC and are not intended to create any rights, contractual or otherwise, to any other person or entity.

12. FORCE MAJEURE.

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, or delays caused by unforeseen construction or site issues, fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not ("**Force Majeure**"), the party so obligated or permitted shall be excused from doing or performing the same during such period of Force Majeure, so that the time period applicable to such performance shall be extended for a period of time equal to the period such party was delayed due to the event of Force Majeure.

13. INTERPRETATION.

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

14. CAPTIONS.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

15. ENTIRETY OF AGREEMENT.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and UNTHSC as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

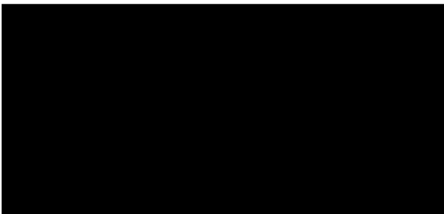
16. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXECUTED as of the last date indicated below:

CITY OF FORT WORTH:



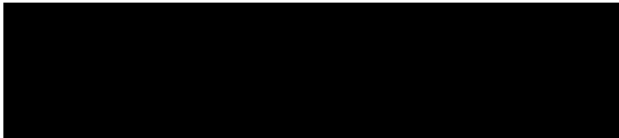
**UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER:**



Date: 2-11-20

Date: 1/30/2020

APPROVED AS TO FORM AND LEGALITY:



M&C: 19-0273

Form 1295: none required

CONTRACT COMPLIANCE MANAGER:

By signing below, I hereby acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements:

By: 

EXHIBIT A

Description of programs supported by City Funds

The funding utilized through the contract with UNTHSC funds the salaries of eight (8) authorized positions that assist in the management and oversight of the James E. Guinn Entrepreneurial Campus including the Fort Worth Business Assistance Center (BAC), development and implementation of the programs listed below as well as the annual Business Plan Competition. These activities are conducted via the Office of Small Business (OSB) which provides the framework to cultivate the next generation of entrepreneurs, create a robust pipeline of micro-enterprises and provide growth opportunities for established small businesses. The Office of Small Business identifies specific initiatives to address the challenges faced by business owners in Fort Worth, and partners with other organizations to offer services that include:

- ⌚ Assistance with emerging businesses' growth
- ⌚ Building stronger connections between Fort Worth's entrepreneur network
- ⌚ Specialized assistance in understanding financial statements, start-up counseling, business planning development and access to capital.

The estimated salary costs for these positions is approximately \$440,000. Any remaining funds from the contract after salary expense are utilized for additional small business educational resources for the Business Assistance Center clients. No UNTHSC funding is utilized for program implementation.

Below are examples of programs offered at the BAC:

1. **Breakfast at the BAC** – A monthly speaker series presented by industry experts and designed to provide business owners with insight into the topics important to their business operations.
2. **Starting a Business** – This seminar helps future entrepreneurs understand many of the steps and requirements of starting a small business by covering topics including business structure, taxes, insurance and writing a business plan.
3. **Getting Started with QuickBooks** – This seminar provides the framework for a small business to effectively manage their business finances by properly setting up their balance sheet, income statement, accounts receivable, accounts payable and payroll.
4. **Legal Forum** – This interactive, open forum lets small businesses and entrepreneurs speak with a local Attorney. Participants are able to ask questions and get answers while learning some of the legalities of business in Tarrant County and the State of Texas.
5. **Estimating 101** – This seminar offers an overview of project estimation for businesses with limited experience in bidding on government contracts.

6. **Funding Your Small Business** – This educational program guides business owners through business basics including credit, insurance, permitting and financial statements to make them better positioned to secure capital.

In addition to the current programming initiatives of the BAC, the City of Fort Worth’s Economic Development Strategic Plan outlined a number of strategies to become a hub for creative businesses that will be pursued in 2019 - 2020. The funding utilized under the UNTHSC contract will fund staff activities related to these initiatives as well:

Priority Strategy	Performance Outcome
Formally designate the Near Southside as a “medical innovation district.” Invite the Brookings Institution and the Project for Public Spaces (PPS) to evaluate the Near Southside as part of their Bass Initiative on Innovation and Placemaking. Use this to generate national attention about the district and to uncover strategies for accelerating its development.	Advance the profile of the district and attract additional research staff
Establish a task force to coordinate future public, private, and nonprofit investments associated with the new TCU-UNTHSC School of Medicine and other medical facilities in the Near Southside to support the district’s development as a hub for medical innovation: Research the possibility of using the location near JPS Health to house new state-of-the-art facilities for the TCU-UNTHSC School of Medicine. Evaluate other real estate options within the center of the Near Southside for this purpose.	Growth of academic R&D investments
Provide the real estate space desired by tech firms and creative workers: Work with the real estate community to create additional flex space for high-growth firms with a need for small-scale manufacturing and warehouse space.	Additional industrial/flex space added to the regional market
Establish a MassChallenge event in Fort Worth. MassChallenge is a global non-profit startup accelerator and competition with a focus on high-impact, early-stage entrepreneurs.	Attract new venture capital and angel investment deals
Build stronger connections between Fort Worth’s startup/tech community and local and regional higher education institutions.	Growth of academic R&D investments
Conduct a community wide audit to determine the small business support resources and needs in Fort Worth. The goal of our initiatives is to build on the dynamic environment that embraces and fuels high-growth companies in Fort Worth while establishing a strong base of independent, locally-owned, small businesses.	Growth of independent locally-owned business in Fort Worth

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.