

PROFESSIONAL SERVICES AGREEMENT

Effective Date: September 1, 2021

Client: The University of North Texas Health Science Center

Client Address: 3500 Camp Bowie Boulevard, Fort Worth, TX 76107
Attn: Academic Affairs, TCOM

Contractor: The University of Texas Southwestern Medical Center

Contractor Address: 5323 Harry Hines Boulevard, Dallas, TX 75390
Attn: Office of Contracts Management

Services: The Services to be provided under this Agreement are set forth in Exhibit "A" Scope of Services, attached hereto and incorporated herein for all purposes.

Compensation: Payment will be made in accordance with the terms of Section 4, as further detailed in Exhibit "B" Medical Student Gross Pathology Teaching Budget, attached hereto and incorporated herein for all purposes.

RECITALS

This Professional Services Agreement ("Agreement") is made and entered into by Client and Contractor as of the Effective Date.

WHEREAS, Client desires that Contractor provide the Services, and Contractor desires to provide the Services to and for the benefit of Client;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Contractor agree as follows:

AGREEMENT

1. Provision of Services. Contractor shall provide all necessary personnel, equipment, material, supplies, and facilities in the performance of the Services. Contractor shall perform the Services with that standard of care, skill, and diligence customarily and ordinarily provided in the performance of similar services.

2. Term. Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the term of this agreement shall begin on the Effective Date and continue through August 31, 2022.

3. Termination. Either party may terminate this Agreement, with or without cause, by providing at least 30 days prior written notice to the other party.] Contractor shall be entitled to compensation for services rendered through the effective date of termination.

4. Payment of Compensation. Client shall pay the Compensation to Contractor in accordance with the payment terms set forth above provided that if no payment terms are specified, payment shall be made no later than thirty days following the later of completion of the Services or Client's receipt of an invoice from Contractor. Interest, if any, on past due payments shall be made in accordance with Chapter 2251 of the Texas Government Code. Contractor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: invoices@untsystem.edu.

5. Property Rights. Client shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with this Agreement or the Services. Contractor agrees that such works are "works for hire" and assigns all of Contractor's right, title, and interest to Client.

6. No Conflict of Interest. Contractor certifies that in entering into this Agreement, no relationship exists between Contractor (including any related entity or individual) and Client (including any department, organization, or individual) that by its nature may be considered a conflict of interest by influencing or potentially influencing the execution of this Agreement or the independent performance of the Services. Contractor agrees to disclose to Client any such conflict of interest should it become known or arise during the term of this Agreement. Client may, in its sole and absolute discretion, terminate this Agreement immediately if such conflict of interest exists.

7. Execution and Enforceability. This Agreement shall not be considered a binding offer unless and until it has been executed by the proper authority for Client, and shall not be considered a valid and enforceable contract without full execution by both parties.

8. Breach of Contract Claims. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving, goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used to attempt to resolve disputes arising under this Agreement.

9. No Assignment. This Agreement, and the rights and obligations set forth herein, may not be assigned by either party without the express written consent of the other party.

10. Amendment. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both parties.

11. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. In addition, the invalid or unenforceable provision shall be modified so as to conform to the greatest extent possible to the original intent of such provision.

12. Non-Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

13. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

14. Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for any suit filed pursuant to this Agreement is subject to the mandatory venue statute set forth in section 105.151 of the Texas Education Code.

15. Relationship of Parties. Contractor shall, at all times, act as an independent contractor and not as a partner, employee, or agent of Client. Contractor shall not act or hold himself out to third parties as a partner, employee, or agent of Client in the provision of the Services. Client shall not have or exercise such control over the manner in which the Services are provided as would jeopardize the status of Contractor as an independent contractor. Client will not withhold federal or state income tax or Social Security tax on behalf of Contractor. In addition, Contractor shall have no claim under this Agreement or otherwise against Client for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor shall have the exclusive responsibility for the payment of all such taxes and arrangements for insurance coverage and shall discharge such responsibility fully. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor, the parties hereto mutually agree that both Contractor and Client shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of by whom such discussion or negotiation is initiated.

16. Additional Assurances. Except as may be expressly provided to the contrary by this Agreement, the provisions of this Agreement shall be self-operative and shall not require further agreement by the parties. Provided, however, that at the request of either party, the other party shall execute such additional instruments and take such additional acts as are reasonable and as may be deemed necessary or desirable to effectuate the terms of this Agreement.

17. Notices. Any notice given pursuant to this Agreement to a party to this Agreement shall be given in writing by personal delivery, overnight delivery, facsimile, or United States certified or registered mail return receipt requested, and shall be addressed to each party as shown

above, or to such other address, or to the attention of such other person or officer, as either party may by written notice designate from time to time.

18. Independent Counsel. Each party acknowledges that they have had the opportunity to be represented by separate and independent counsel in the negotiation of this Agreement, that such respective attorney, if any, was of their own choosing, and that they have read this Agreement and understand the legal consequences.

19. Presumption Waiver. Each party waives the presumption that this Agreement is presumed to be in favor of the party which did not prepare it, in case of a dispute as to interpretation.

20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same instrument, and facsimile or electronic signatures shall be equally binding as originals.

21. Incorporation and Entire Agreement. This Agreement incorporates the usual and customary Client purchase order and the terms, conditions, and notices contained therein are included herein for all purposes. This Agreement, including any exhibits or addenda identified and incorporated by reference herein, and the corresponding Client purchase order constitute the entire agreement between the parties and contain all the agreements between the parties with respect to Contractor and the provision of the Services. No oral statements or prior written statement not specifically incorporated herein shall be of any force and effect. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

22. Indemnity. Contractor agrees, to the extent permitted by the Constitution and laws of the State of Texas, to indemnify and hold harmless Client and its regents, officers, agents, and employees, from and against any liability, losses, or damages it may suffer as a result of claims, demands, causes of action, costs, or judgments against it arising out of Contractor's breach of any provision of this Agreement or arising out of any act or omission by Contractor in the provision of the Services.

23. Appropriations. The Texas Constitution prohibits obligations beyond the current appropriations term. Client shall have the right to cancel all or part of this Agreement at any time without penalty if legislative, federal, or Client funds are not appropriated for the Services.

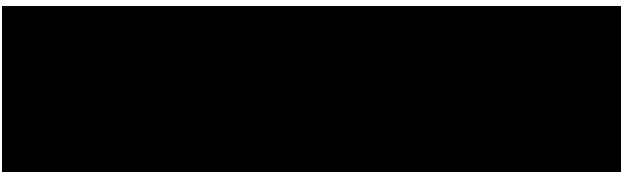
24. FERPA. If Contractor has access to students' educational records, Contractor shall limit its employees' access to the records to those persons for whom access is essential to the performance of the Services. Contractor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

25. Public Information. Client shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Contractor shall make public information available to Client in an electronic format.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals to be effective as of the date first written above.

UNIVERSITY OF NORTH TEXAS HEALTH
SCIENCE CENTER

Date: 8/11/2021

B 

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER

Date: 7/20/2021

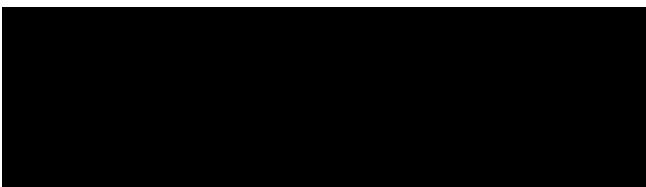


EXHIBIT "A"
SCOPE OF SERVICES

Contractor shall provide the following Services:

Dr. Bret Evers, MD, PhD (UT Southwestern Pathology faculty) will teach in 7 of UNTHSC courses with 2 or 4 sessions each:

- Nervous System (4 sessions)
- Renal (2 sessions)
- Cardiovascular (2 sessions)
- Respiratory (2 sessions)
- Reproductive/Endocrine (2 sessions)
- Gastrointestinal/Liver (4 sessions)
- Musculoskeletal (2 sessions)

Due to the size of the class, each of the sessions shall be broken down into two days of teaching, from 12:30 – 5 PM. These shall be further broken down into one-hour increments, so that smaller groups of students can be in the classroom, to facilitate the teaching style.

For each session, Dr. Evers shall provide enough gross specimen to divide among 6-7 trays. Gross pathology specimens shall be appropriate to the session topic.

If Contractor is asked to provide additional teaching services not listed above, Client must provide this request in writing to Contractor in advance. If Contractor agrees, then, upon execution of an amendment signed by the parties, Client shall provide the additional teaching services, and shall be charged an hourly rate of \$211, plus 10% institutional overhead for the additional services. This is in addition to the Total Contract Amount shown in Exhibit B.

EXHIBIT B**Medical Student Gross Pathology Teaching Budget**

AAMC 2020 Assistant Professor 79th percentile		\$ 267,000
Fringes	27%	\$ 72,090
Total Salary & Fringes		\$ 339,090
Add: Malpractice		576
Total Salary, Fringes & Malpractice		\$ 339,666
Divide by: Number of Work Hours in one year		2,080
Hourly rate		\$ 163
Teaching		
18 Gross Pathology Classes at 6 hours per class		108
Times: Hourly rate		\$ 163
Teaching Amount		\$ 17,604
Add: Institutional Overhead	10%	1,760
Total Contract Amount		\$ 19,364