DocuSign Envelope ID: 238E6DDB-73AE-4F43-A228-74C93B3D1E41

Purchase Agreement

Effective Date:	**9/1/2021**
Client:	University of North Texas Health Science Center (UNTHSC)
Vendor:	Eurofins-VRL
Product:	Serological Testing, see Statement of Work attached hereto as Exhibit A
Purchase Order #	162365 Click or tap here to enter text.

This Purchase Agreement must be signed by both parties before any work commences.

POINTS OF CONTACT

University of North Texas Health Science Center (UNTHSC)
ATTN: [redacted]
Melissa.Henson@unthsc.edu

Eurofns-VRL
[redacted]
RodneyHale@Eurofins-VRL

1.0 Purchase

Product:	Serological Testing
Price:	$130,000
Delivery:	As needed
Warranty:	n/a

2.0 Payment

In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to University; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor 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: University of North Texas System – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. University is exempt from the payment of taxes and will provide documentation confirming its tax exempt status.

3.0 Breach of Contract Claims Against University

Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

4.0 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 against University shall be subject to the mandatory venue statute set forth in § 105.151of the Texas Education Code.

5.0 No Excess Obligations

In the event this Agreement spans multiple fiscal years, University's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written notice to Vendor that University may terminate the Agreement without further duty or obligation.

6.0 Public Information

University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format. The requirements of Subject J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to University records retention requirements; (2) to promptly provide contracting information to University when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to University or to preserve all contracting information according to University's records retention requirements.

7.0 Required Posting of Contracts on Website

Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

8.0 Israel Non-Boycott Verification

Pursuant to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

9.0 SOW Exhibits

The attached Statement of Work titled: Click or tap here to enter text. is incorporated into this Purchase Agreement as Exhibit A.

DocuSign Envelope ID: 238E6DDB-73AE-4F43-A228-74C93B3D1E41

IN WITNESS WHEREOF, UNTHSC and Eurofns-VRL have caused this SOW to be signed and delivered by their duly authorized representatives as of the date of last signature below (the "Effective Date").

University of North Texas Health Science Center (UNTHSC)	**Eurofns-VRL**
[redacted]	[redacted]

HSC Contract # 2021-1082

DocuSign Envelope ID: 238E6DDB-73AE-4F43-A228-74C93B3D1E41

Exhibit A

UNT Health Science Center PROPOSAL

PRICING QUOTE			
Test Code	**Test/Profile**	**Annual Volume**	**Price**
1012	Hepatitis C Virus (HCV) Inno-LIA		$360.00
276	HIV-1 Confirmation by Western Blot		$120.00
3215	Hepatitis Bs Ag Confirmatory Assay		$58.00
4200	Coronavirus SARA-CoV-2 RT-PCR		$100.00
9997	STAT billing		$500.00
P1012	HBsAg, HCV Ab, HIV 1/2 Plus O Ab		$88.00

COLLECTION SUPPLIES	
Description	**Annual Quantity**
EDTA Collection Tube	Included
Red Top Collection Tube	Included

SHIPPING SUPPLIES	
Description	**Annual Quantity**
Ambient 22 PCM Shipper (2-25^{0}C, EHS)	

LOGISTICS	
Description	**Annual Quantity**
Federal Express Priority Overnight	Included
Next Flight Out	Self –Pay

RESULT DELIVERY	
	Options
	Preliminary and Final Report
X	Final Report Only
	Email Attachment
X	Email Attachment – Encrypted
	Web Portal
	HP e-printer
	Data transmission - interface

- Signature Follows -

DocuSign Envelope ID: 238E6DDB-73AE-4F43-A228-74C93B3D1E41

In Witness Whereof, this Agreement has been executed by the parties and signed by a duly authorized officer of each party.

[redacted]

Date 9/21/2021

[redacted]

DocuSign Envelope ID: 238E6DDB-73AE-4F43-A228-74C93B3D1E41

ARCHIVE AGREEMENT

	Sample Archiving
X	Dispose samples after a minimum of 30 days
●	Return samples to Client after a minimum of 30 days Address: Company Name: Attn: Street Address: City: State: Zip: Phone #
●	Send to Third Party Storage Company after a minimum 30 days Fee: $16/Box of 81 Samples/Month BioRepository Attn: Korin Stehle (kstehle@alamobiologics.com) 5844 Rocky Point Dr. San Antonio, TX 78249 210-738-2663

UNT Health Science Center

[redacted]

DocuSign Envelope ID: 238E6DDB-73AE-4F43-A228-74C93B3D1E41

UNT Health Science Center PROPOSAL

VRL Eurofins – Human Cell and Tissue Division was founded in 2010 to provide Donor Eligibility Infectious Disease Screening, Microbiology product Testing and Immunogenetic services. Our focus is providing testing services to OPOs and 21 CFR 1271 tissue product clients.

By providing the following service offerings, VRL delivers consistent performance that exceeds our clients' expectations and will provide enhanced value to your program.

- Training In-Service
  - Prior to sending your first sample to VRL we provide training to your staff via WebEx or onsite training. Focus on the training is to ensure a smooth transition and all processes are in place. The training takes about 30 – 40 minutes and we go over the following bullet points.
  - Contact Information
  - Communication between organizations
  - Logistics
  - Specimen Requirement Guidelines
  - Documentation requirements
  - Barcode Labeling Instructions
  - Requisition Forms
  - Packaging Instructions
  - Instructions for ordering supplies on-line
  - Web Portal Tutorial
  - Production Schedule

- Pre-accession peel and stick labels on test requisitions for tube labeling
- Customized Labels for Microbiology
- Validated shippers
- Collection Supplies
- Email Notifications of sample receipt
- Automated specimen issue email notification
- Automated delayed testing notification due to initially reactive sample or invalid results
- Email PDF reports
- Web Portal
- Multiple daily test runs for expedited result delivery
- Quality Systems
  - Quality Manual Available
  - Licensures – FDA, CLIA, California, New York, Maryland , Rhode Island, Australia Therapeutic Goods Administration GMP and German Health Authority GMP
- Microbiology Speciation agreement
- A custom built LIS system designed for the donor industry.
- Dedicated account management team that checks in with you monthly.
- Key leadership personnel that have years of experience specifically working in the donor industry.
- VRL offers a client-focused organization that has demonstrated its ability and willingness to evolve with the donor industry.

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.