

RESEARCH AND TECHNOLOGY DEVELOPMENT PROJECT AGREEMENT

This **RESEARCH AND TECHNOLOGY DEVELOPMENT PROJECT AGREEMENT** (“**Agreement**”) is made and entered into by and between the **University of North Texas Health Science Center at Fort Worth** (“**UNTHSC**”), a state institution of higher education established pursuant to Chapter 105 of the Texas Education Code, and **Fort Worth MedTech Center, Inc., dba TechFW**, a non-profit entity that provides specialized and industry-specific business assistance to technology-based companies (hereinafter “**TechFW**”) at 1120 South Freeway Fort Worth, Texas 76104.

RECITALS

A. The City of Fort Worth 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, and by TechFW. Both the BAC and TechFW operate 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 Fort Worth at the intersection of I-35 South and Rosedale Street.

B. Pursuant to an appropriation adopted by the 87th Legislature of the State of Texas during its Regular Session as part of S.B. 1 (General Appropriations Act, 2021-2022) (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 TechFW wish to enter into this Agreement in order to provide for UNTHSC’s transfer to TechFW of \$100,000.00 of those Appropriated Funds (the “**TechFW Funds**”), all of which will be used by TechFW specifically for the purposes set forth in **Exhibit “A”** (the “**Specified Purposes**”), which is hereby made a part of this Agreement for all purposes.

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

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. TECH FORT WORTH FUNDS.

2.1. Transfer by UNTHSC.

Within a commercially reasonable period after execution of this Agreement, UNTHSC will transfer the TechFW Funds, as set forth in Recital C, to TechFW in accordance with a procedure reasonably acceptable to both UNTHSC and TechFW. TechFW agrees to deposit TechFW Funds into a segregated account or sub-account specifically designated for Specified Purposes. Any interest earned on the TechFW Funds shall remain the property of TechFW, but shall not be spent for purposes other than Specified Purposes.

2.2. Draw-Downs.

TechFW will pay invoices for authorized costs related to the Specified Purposes directly from those TechFW Funds that have been deposited into the account or sub-account designated for that purpose. Upon request by UNTHSC, TechFW will provide UNTHSC with copies of all invoices and other reasonable supporting documentation within a time frame (but in no event later than thirty (30) calendar days following payment) and pursuant to a procedure reasonably acceptable to both UNTHSC and TechFW.

2.3. No Rollover.

TechFW understands and agrees that TechFW Funds received by UNTHSC during a state fiscal year (September 1 through August 31) must be incurred by TechFW during the same fiscal year only as permitted by this Agreement.

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. TechFW will comply and cooperate with all requests of the Comptroller (whether received directly from the Comptroller or through UNTHSC) pertaining to the TechFW 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 TechFW are not aware of any remaining duty, obligation or provision of information that TechFW or UNTHSC must undertake or supply to the Comptroller. In the event Comptroller demands the refund of any Appropriated Funds transferred to TechFW as TechFW Funds on account of TechFW's misuse of such TechFW Funds, TechFW 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 TechFW if TechFW 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 TechFW have executed it and shall expire at 11:59 P.M. CDT August 31, 2022 (the "Expiration Date"). Any duty or obligation of a party arising prior to expiration shall survive the expiration.

4.2. Reporting.

Within 30 days of the Expiration Date, TechFW agrees to submit to UNTHSC a written report on the impact the Specified Purposes made on expanding entrepreneurship in Fort Worth during the term of this Agreement (the "**Report**"). The Report shall be delivered to UNTHSC at the address provided in Section 7 of this Agreement.

5. BREACH OR DEFAULT.

TechFW acknowledges and agrees that UNTHSC's liability to TechFW under this Agreement is limited to the amount of funds actually received by UNTHSC designated by this Agreement as TechFW 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.

TECHF W 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 SPECIFIED PURPOSES AND THE PROVISION OF PROGRAM SERVICES.

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:

TECH FORT WORTH:

UNTHSC:

TechFW

University of North Texas Health Science Center

1120 South Freeway
Fort Worth, TX 76104
Tel. No.: (817) 984-9840

3500 Camp Bowie Blvd.
Fort Worth, TX 76107-2699
Tel. No.: (817) 735-2229

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 TechFW 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 TechFW 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 TechFW 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.

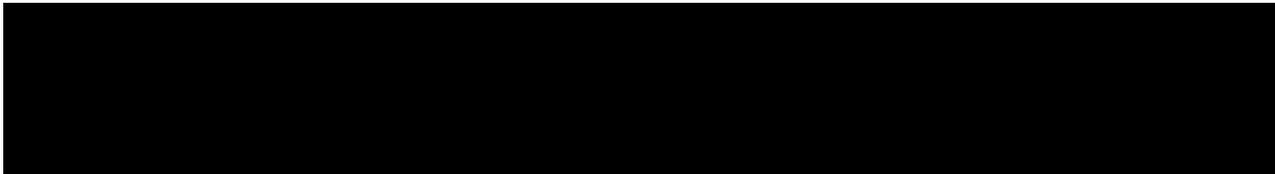
16. COUNTERPARTS.

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

EXECUTED as of the last date indicated below:

TECHFW:

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



Date: 12/27/2021

Date: 12/21/2021

EXHIBIT "A"
USE OF TECHFW FUNDS

TechFW will use the TechFW Funds for costs including, but not limited to, salaries and related compensation costs, consulting fees, marketing costs, and other expenses, to coach, mentor and connect entrepreneurs, researchers and investors who are working with proprietary technologies.

TechFW will continue to facilitate interaction between UNTHSC including:

- Support the RAD award for research with the most commercial potential.

TechFW will continue to facilitate interaction between UNTHSC and the companies and entrepreneurs that participate in TechFW's Cowtown Angels program. TechFW will:

- Provide information to UNTHSC representatives on the companies presenting to Cowtown Angels.

TechFW agrees to provide UNTHSC the following:

- A quarterly report of activities not to exceed one page and an updated client list. Reports should be submitted on or before the following dates:
 - December 15, 2021
 - March 16, 2022
 - June 15, 2022
- A final, year-end report should be submitted on or before September 30, 2022.
- A booth at the annual TechFW Impact Showcase and Awards Luncheon at no additional charge, when produced.

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.