

COLLIN COUNTY  
CONSULTANT AGREEMENT

THIS AGREEMENT, entered into by and between the University of North Texas Health Science Center at Fort Worth, herein also referred to as Provider and Collin County, Texas.

STATEMENT OF WORK: Services shall be performed in accordance with the attached scope as outlined in Attachments A, B, and C attached herewith.

All duties shall be performed in a manner, consistent with Collin County procedures and policies. Collin County will provide all equipment and tools to perform work.

COMPENSATION FOR SERVICES: Services shall be billed at the completion of each of three phases and submission of deliverables, as detailed on Attachment B for the work performed under this agreement. No other expense or reimbursement shall be borne by Collin County unless stated herein.

- INVOICES shall be submitted to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, TX 75071
- SALES TAX: Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.

TERM OF AGREEMENT: This agreement will begin on September 21, 2009 and will terminate effective August 30, 2010, unless otherwise agreed to by and between Collin County and the provider in written form. Cost of service will not exceed \$168,455. Both parties agree that they have the right to terminate this agreement at any time without cause or prior notice. In the event of early termination Provider shall be compensated by Collin County for services rendered up to the date of termination.

ADDITIONAL CONDITIONS:

BENEFITS: Provider is not an employee of Collin County and is not entitled to any benefits offered to Collin County Employees.

INDEMNIFICATION: To the extent permitted by the Constitution and laws of the state of Texas, Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injury to or damages received or sustained by any person, persons, or property on account of any negligent act or fault by Provider in performance under this Agreement. To the extent permitted by the Constitution and laws of the state of Texas, Provider shall pay any judgment with cost, which may be obtained against Collin County growing out of such injury or damages.

VENUE: This Agreement will be governed and construed according to the laws of the State of Texas.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms and conditions stated in this Agreement. All Change Orders to this Agreement must be agreed to by the parties in writing.

CONFLICT OF INTEREST: No public official shall have interest in this Agreement, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

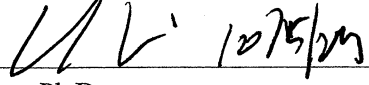
RENEWAL OF AGREEMENT: At the discretion of Collin County and approval by the Provider, this agreement may be renewed for additional time periods to incorporate additional phases or work as determined by Collin County. The cost of such services shall be determined by Collin County and Provider and shall be established at a not to exceed amount.

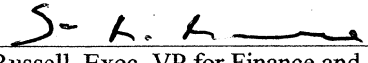
**THIS AGREEMENT**, when properly accepted by Collin County shall constitute an agreement equally binding between the Provider and Collin County.

AGREED TO AND ACCEPTED THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

University of North Texas Health

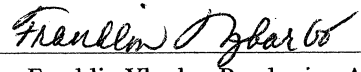
Science Center at Fort Worth

By:  10/15/09  
Glenn Dillon, Ph.D.  
VP for Research

By:  10/14/09  
Steve Russell, Exec. VP for Finance and  
Administration

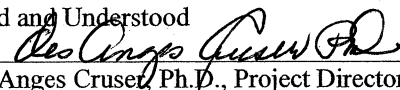
EXECUTED AND ACCEPTED THIS  
19 DAY OF October, 2009.

COLLIN COUNTY

By:   
Franklin Ybarbo, Purchasing Agent

Court Order No. 2009-757-09-14

Read and Understood

By:  10-5-09  
des Anges Crusen, Ph.D., Project Director