



Terms and Conditions

University of Texas, Austin

Genomic Sequencing and Analysis Facility
2500 Speedway, A4800
MBB 3.210
Austin, TX 78712

Date: Jul 13, 2023
Job #: Draft-M001755
Requester #: Hollie Putnam

The University of Texas at Austin - Genomic Sequencing and Analysis Facility Services Agreement

This Services Agreement (“Agreement”), dated Jul 13, 2023, is between The University of Texas at Austin, an agency and institution of higher education established under the laws of the State of Texas, hereinafter referred to as “University”, for and on behalf of its Genomic Sequencing and Analysis Facility, and Hollie Putnam of having its principal place of business at 120 Flagg Rd, Kingston, Rhode Island 02881, hereinafter referred to as the “Service Recipient.”

University and Service Recipient hereby agree as follows:

1. Rationale for Services

The Genomic Sequencing and Analysis Facility possesses certain unique measurement, composition, fabrication, or analytical capabilities and/or related technologies, equipment, and facilities (hereinafter referred to as “Services”), which Service Recipient, after a diligent search, has not found to be reasonably available from any known commercial entity.

Service Recipient has identified a need to conduct certain procedures (“Technical Procedures”) that: a) require the use of Services that do not exist elsewhere or are not reasonably accessible to Service Recipient; b) involve established, pre-existing methods of a primarily technical nature; and c) do not require original, creative research.

Service Recipient has determined, and hereby certifies to University, that: a) the Technical Procedures requested by Service Recipient will benefit the public at large through the advancement of knowledge and b) Service Recipient cannot reasonably obtain equivalent Technical Procedures from a commercial entity. Service Recipient further understands and acknowledges that making a false certification or statement to a state agency for the purpose of obtaining a benefit or gain to which it would not otherwise be entitled is a violation of law. **If this certification is falsely made, the Agreement may be immediately terminated by University, without prior notification, and without recourse against University.**

The Genomic Sequencing and Analysis Facility, in consultation with any appropriate University officials and in reliance on the above certification by Service Recipient, has reviewed the proposed scope of Technical Procedures requested by Service Recipient and has determined that providing Services to perform the Technical Procedures requested by Service Recipient: a) falls within the mission of University and will benefit University and the public at large through the advancement of knowledge and b) is a justified use of tax exempt state property for commercial purposes.

2. Statement of Work

Service Recipient agrees to have University provide the following Services set forth in Appendix A attached to this Agreement.

3. Term

This Agreement is effective as of Jul 13, 2023 (the “Effective Date”). This Agreement shall remain in effect until Jul 13, 2025, provided that, with respect to any Services in progress as of the expiration date, the Agreement shall survive until such Services have been completed (“Term”).

4. Payment Terms

Service Recipient shall pay University the Total Service Fee as per the invoices provided, total not to exceed the estimate amount outlined in the Appendix C "Budget". The Total Service Fee will include payment for the Services pursuant to the current approved service center rate, found in Appendix B, as well as payment for costs of materials and labor that are not included in the current approved service center rate.

Service Recipient expressly acknowledges and agrees that, at the University's reasonable discretion, the relevant approved service center rate may change during the term of this Agreement; if such change(s) occurs, Service Recipient will promptly pay any invoice that reflects the then current approved service center rate(s) and at the University's request, Service Recipient will enter into an amendment that memorializes the new rate(s).

Additionally and notwithstanding the foregoing, while it is projected the payment terms specified herein are sufficient to allow University to provide the Services contemplated by the parties, in the event of unforeseen circumstances, University may need to submit to Service Recipient a revised invoice requesting additional funds.

5. Payment Schedule

University will provide an invoice to Service Recipient that is substantially similar to the invoice found in Appendix D. Payments shall be made to University by Service Recipient within thirty (30) days of receipt of invoice.

Checks shall be made payable to The University of Texas at Austin and sent to:

The University of Texas at Austin
Genomic Sequencing and Analysis Facility
2500 Speedway, MBB 3.210
A4800
Austin, TX 78712

University may also elect to receive payments through electronic funds transfer methods, including the automated clearing house system (also known as ACH).

6. Termination

a) If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or to the other party's reasonable satisfaction, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

b) University may terminate this Agreement immediately in the event of the filing by or against Service Recipient of a petition for relief in bankruptcy or for receivership, or in the event that Service Recipient becomes insolvent.

c) Performance under this Agreement may be terminated, without cause, by Service Recipient upon sixty (60) days' written notice to University. Upon termination by Service Recipient, University will be reimbursed for all costs and non-cancelable commitments incurred in the performance of the Services and not yet paid for, such reimbursements, together with other payments not to exceed the total estimated project cost specified in Section 4.

d) University may terminate this Agreement, without cause, upon seven (7) days' written notice to Service Recipient.

e) The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

7. Publicity

Neither party shall use the name of Service Recipient, University, nor of any member of University's staff in connection with any products, promotion, or advertising without the prior written approval of the other party. This shall not include internal documents available to the public that identify the existence of the Agreement. University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code.

8. Indemnification

Service Recipient will indemnify and hold harmless University and University's officers and employees from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Service Recipient; for wages and fringe benefits of Service Recipient's employees; and for injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of Service Recipient or its officers, agents, or employees in the performance of this Agreement.

9. Confidentiality

Unless otherwise required by law, University will exercise reasonable efforts to maintain in confidence any information, documentation and materials specifically developed or prepared by University in performance of Services under this Agreement, except for information described below in this section. In addition, unless otherwise required by law, including the Texas Public Information Act, University will exercise reasonable efforts to maintain in confidence any proprietary or trade-secret information disclosed or submitted to University by Service Recipient that is designated in writing as confidential information at the time of disclosure ("Confidential Information").

Nothing in this Agreement shall be interpreted as placing any obligation or expectation of confidentiality or non-use on the part of University with respect to any portion of the Confidential Information received from Service Recipient that

- a) is in the public domain as of the date of this Agreement, or comes into the public domain during the term of this Agreement through no fault of University;
- b) is known to University prior to disclosure by Service Recipient and as to which the University has no obligation not to disclose or use it;
- c) is lawfully obtained by University from a third party under no obligation of confidentiality, and who did not acquire it, directly or indirectly, from the Service Recipient under a continuing obligation of confidentiality;
- d) is independently developed by University without a violation of this Agreement and without use of or reference to the Service Recipient's Confidential Information;

University retains the right to refuse to accept any such information which is not considered to be essential to the completion of the Services. The obligations of University under this paragraph shall survive and continue for one (1) year after this Agreement ends.

10. Contact Person

If to Service Recipient:

Hollie Putnam

120 Flagg Rd Kingston Rhode Island, 02881

If to University:

The University of Texas at Austin
Genomic Sequencing and Analysis Facility
Jessica Podnar

The University of Texas at Austin
Office for Vice President for Research
Cameron Fletcher

11. Disclaimer

Except as expressly provided in this Agreement, University provides all goods, equipment, materials, services, personnel, facilities, and other items to Service Recipient under this Agreement "as is", without warranties, guarantees, certifications, or representations of any kind. Notwithstanding any other provision of this Agreement:

- a) University expressly and specifically disclaims any warranties of title, merchantability, or fitness for a particular purpose, as well as all implied warranties, including any implied warranties arising from a course of dealing or performance or usage of trade;
- b) University's maximum aggregate liability under this Agreement shall not exceed the amounts paid by Service Recipient to University during the immediately preceding contiguous twelve (12) month period during the Term of this Agreement;
- c) University shall not be responsible or liable to Service Recipient or to any person or entity claiming through Service Recipient for special, incidental, indirect, or consequential damages, including without limitation lost or anticipated profits, revenues, or savings, even if University has been advised of the possibility of such damages; and
- d) University and Service Recipient have agreed on processes and procedures that will be used to perform the work described, above. University makes no warranty as to the results that will be achieved and Service Recipient understands and agrees that even when prescribed processes and procedures are employed unexpected and unintended results may occur.

12. Assignment

Neither party shall assign this Agreement to another without the prior written consent of the other party; however, Service Recipient may assign this Agreement to a successor in ownership of all or substantially all its business assets, provided that such successor shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment shall be void.

13. Independent Contractor

In the performances of all Services provided hereunder:

- a) University shall be deemed to be and shall be an independent contractor and, as such, shall not be entitled to any benefits applicable to employees of Service Recipient.
- b) Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.

14. Conflicts of Interest

Service Recipient and its officers, employees, agents and representatives understand and acknowledge that University is bound by its Conflict of Interest, Conflict of Commitment, and Outside Activities policy available at <https://policies.utexas.edu/policies/conflict-interest-conflict-commitment-and-outside-activities>, and its Promoting Objectivity in Research by Managing, Reducing or Eliminating Financial Conflicts of Interest policy, available at <https://policies.utexas.edu/policies/promoting-objectivity-research-managing-reducing-or-eliminating-financial-conflicts>, as well as additional rules and policies issued by The University of Texas System ("UT System"), and applicable state ethics laws and rules. Neither Service Recipient nor its officers, employees, agents, or representatives will assist or cause University employees to violate conflict of interest policies and rules issued by University or UT System, or applicable state ethics laws or rules.

15. Breach of Contract Claims

To the extent that Chapter 2260, Texas Government Code, is applicable to the Agreement, Chapter 2260, will be used by University and Service Recipient to attempt to resolve any claim for breach of contract made by Service Recipient that cannot be resolved in the ordinary course of business. The chief business officer of University will examine Service Recipient's claim and any counterclaim and negotiate with Service Recipient in an effort to resolve such claims. The parties specifically agree that: (a) neither the execution of the Agreement by University nor any other conduct, action or inaction of any representative of University relating to the Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (b) University has not waived its right to seek redress in the courts.

16. Venue; Governing Law

Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

17. Entire Agreement; Modifications

This Agreement supersedes all prior agreements, written or oral, between Service Recipient and University and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a written amendment of this Agreement signed by authorized representatives of the parties. For the avoidance of doubt, if Service Recipient issues a purchase order or other similar document to University as a method of providing payment, the terms of this Agreement and the invoice shall control and the terms of the purchase order shall be null and void.

18. Representations and Warranties by Service Recipient

Service Recipient represents and warrants it is duly organized, validly existing and in good standing under the laws of the state of its organization; it is duly authorized and in good standing to conduct business in the State of Texas; it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and the individual executing this Agreement on behalf of Service Recipient has been duly authorized to act for and bind Service Recipient.

19. Loss of Funding

Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (Legislature) and/or allocation of funds by the Board of Regents of UT System (Board). If Legislature fails to appropriate or allot necessary funds, or Board fails to allocate necessary funds, then University will issue written notice to Service Recipient and University may terminate this Agreement without further duty or obligation. Service Recipient acknowledges that appropriation, allotment, and allocation of funds are beyond University's control.

20. Multiple Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures of the parties hereto may be transmitted by facsimile or other electronic delivery, and each such facsimile signature or other electronic delivery signature (including a PDF signature) will, for all purposes, be deemed to be the original signature of the party whose signature it reproduces and be binding upon such party.

University and Service Recipient have executed and delivered this Agreement to be effective as of the Effective Date by their duly authorized representatives.

Service Recipient:

Hollie Putnam

By: Virtually accepted T&C through job request
Name: Contact Info listed on Job Information Page
Title: N/A
Date: T&C Date accepted on Job Information Page

The University of Texas at Austin

By:
Name:
Title:
Date:

Appendix A: Statement of Work

Job ID	Draft-M001755
Requester	Hollie Putnam
Date of Job Request	Jul 13, 2023
Terms and Conditions Accepted?	Yes
Terms and Conditions Accepted Date	Jul 13, 2023
Number of Samples/Libraries	119
Number of Pools	0
Summary of Services	<p>Library Prep Services Ordered: -TagSeq Sequencing Library Preparation</p> <p>Sequencing Services Ordered: -NovaSeq Sequencing of Samples by the Read (TagSeq), NovaSeq S1, SR100</p> <p>QC Services Ordered: -None</p> <p>Additional Services Ordered: -None</p>
Requester's Description of Job:	

Sample Name	Sample Type	Concentration (ng/μL)	Volume (μL)	Target Reads (Millions)	BA?
1	RNA	12.0	25.0	5.000	false
2	RNA	12.0	25.0	5.000	false
3	RNA	12.0	25.0	5.000	false
4	RNA	12.0	25.0	5.000	false
5	RNA	12.0	25.0	5.000	false
6	RNA	12.0	25.0	5.000	false
7	RNA	12.0	25.0	5.000	false
8	RNA	12.0	25.0	5.000	false
9	RNA	12.0	25.0	5.000	false
10	RNA	12.0	25.0	5.000	false
11	RNA	12.0	25.0	5.000	false
12	RNA	12.0	25.0	5.000	false
13	RNA	12.0	25.0	5.000	false
14	RNA	12.0	25.0	5.000	false
15	RNA	12.0	25.0	5.000	false
16	RNA	12.0	25.0	5.000	false
17	RNA	12.0	25.0	5.000	false
18	RNA	12.0	25.0	5.000	false
19	RNA	12.0	25.0	5.000	false
20	RNA	12.0	25.0	5.000	false
21	RNA	12.0	25.0	5.000	false
22	RNA	12.0	25.0	5.000	false
23	RNA	12.0	25.0	5.000	false
24	RNA	12.0	25.0	5.000	false
25	RNA	12.0	25.0	5.000	false

26	RNA	12.0	25.0	5.000	false
27	RNA	12.0	25.0	5.000	false
28	RNA	12.0	25.0	5.000	false
29	RNA	12.0	25.0	5.000	false
30	RNA	12.0	25.0	5.000	false
31	RNA	12.0	25.0	5.000	false
32	RNA	12.0	25.0	5.000	false
33	RNA	12.0	25.0	5.000	false
34	RNA	12.0	25.0	5.000	false
35	RNA	12.0	25.0	5.000	false
36	RNA	12.0	25.0	5.000	false
37	RNA	12.0	25.0	5.000	false
38	RNA	12.0	25.0	5.000	false
39	RNA	12.0	25.0	5.000	false
40	RNA	12.0	25.0	5.000	false
41	RNA	12.0	25.0	5.000	false
42	RNA	12.0	25.0	5.000	false
43	RNA	12.0	25.0	5.000	false
44	RNA	12.0	25.0	5.000	false
45	RNA	12.0	25.0	5.000	false
46	RNA	12.0	25.0	5.000	false
47	RNA	12.0	25.0	5.000	false
48	RNA	12.0	25.0	5.000	false
49	RNA	12.0	25.0	5.000	false
50	RNA	12.0	25.0	5.000	false
51	RNA	12.0	25.0	5.000	false
52	RNA	12.0	25.0	5.000	false
53	RNA	12.0	25.0	5.000	false
54	RNA	12.0	25.0	5.000	false
55	RNA	12.0	25.0	5.000	false
56	RNA	12.0	25.0	5.000	false
57	RNA	12.0	25.0	5.000	false
58	RNA	12.0	25.0	5.000	false
59	RNA	12.0	25.0	5.000	false
60	RNA	12.0	25.0	5.000	false
61	RNA	12.0	25.0	5.000	false
62	RNA	12.0	25.0	5.000	false
63	RNA	12.0	25.0	5.000	false
64	RNA	12.0	25.0	5.000	false
65	RNA	12.0	25.0	5.000	false
66	RNA	12.0	25.0	5.000	false
67	RNA	12.0	25.0	5.000	false
68	RNA	12.0	25.0	5.000	false
69	RNA	12.0	25.0	5.000	false
70	RNA	12.0	25.0	5.000	false

71	RNA	12.0	25.0	5.000	false
72	RNA	12.0	25.0	5.000	false
73	RNA	12.0	25.0	5.000	false
74	RNA	12.0	25.0	5.000	false
75	RNA	12.0	25.0	5.000	false
76	RNA	12.0	25.0	5.000	false
77	RNA	12.0	25.0	5.000	false
78	RNA	12.0	25.0	5.000	false
79	RNA	12.0	25.0	5.000	false
80	RNA	12.0	25.0	5.000	false
81	RNA	12.0	25.0	5.000	false
82	RNA	12.0	25.0	5.000	false
83	RNA	12.0	25.0	5.000	false
84	RNA	12.0	25.0	5.000	false
85	RNA	12.0	25.0	5.000	false
86	RNA	12.0	25.0	5.000	false
87	RNA	12.0	25.0	5.000	false
88	RNA	12.0	25.0	5.000	false
89	RNA	12.0	25.0	5.000	false
90	RNA	12.0	25.0	5.000	false
91	RNA	12.0	25.0	5.000	false
92	RNA	12.0	25.0	5.000	false
93	RNA	12.0	25.0	5.000	false
94	RNA	12.0	25.0	5.000	false
95	RNA	12.0	25.0	5.000	false
96	RNA	12.0	25.0	5.000	false
97	RNA	12.0	25.0	5.000	false
98	RNA	12.0	25.0	5.000	false
99	RNA	12.0	25.0	5.000	false
100	RNA	12.0	25.0	5.000	false
101	RNA	12.0	25.0	5.000	false
102	RNA	12.0	25.0	5.000	false
103	RNA	12.0	25.0	5.000	false
104	RNA	12.0	25.0	5.000	false
105	RNA	12.0	25.0	5.000	false
106	RNA	12.0	25.0	5.000	false
107	RNA	12.0	25.0	5.000	false
108	RNA	12.0	25.0	5.000	false
109	RNA	12.0	25.0	5.000	false
110	RNA	12.0	25.0	5.000	false
111	RNA	12.0	25.0	5.000	false
112	RNA	12.0	25.0	5.000	false
113	RNA	12.0	25.0	5.000	false
114	RNA	12.0	25.0	5.000	false
115	RNA	12.0	25.0	5.000	false

116	RNA	12.0	25.0	5.000	false
117	RNA	12.0	25.0	5.000	false
118	RNA	12.0	25.0	5.000	false
119	RNA	12.0	25.0	5.000	false

Appendix B: Current Approved Service Center Rates

<https://wikis.utexas.edu/display/GSAF/Library+Prep+Prices+and+Descriptions>

Rates	External
Labor	54.00
QC Procedure	23.00
Sample Prep Kit	85.00
Sequencing Reagents	7.59
Sequencer Time Charge	43.00

Appendix C: Budget

The estimated use of Genomic Sequencing Facilities labor and resources for the next two years is up to but not to exceed \$25,000. This budget will depend on the potential projects requested by Hollie Putnam for running on the machines at The University of Texas at Austin, Genomic Sequencing and Analysis Facility.

The GSAF is housed in approximately 2,000 square feet of controlled-access laboratory space and is an experienced NGS facility. We prepare and sequence DNA libraries based on customer request.

Launched in 2008, the GSAF currently processes over 12,000 NGS samples per year. Our equipment and capabilities include:

1. One Illumina HiSeq 4000 and one HiSeq 2500 next-generation DNA sequencers and associated peripherals. The HiSeq 4000 can generate over one terabase of sequence in a 3-day run or 120 gigabases in a ~1 day rapid run on the HiSeq 2500.
2. Three Illumina MiSeq next-generation DNA sequencers. The MiSeq is intended for smaller projects, or for projects requiring longer read lengths.
3. Two Illumina NextSeq 500 next-generation DNA sequencers. The NextSeq is ideal for intermediate scale projects, requiring more read depth than is feasible on the MiSeq platform but with faster turn-around time than the HiSeq platform.
4. The GSAF has experience generating libraries from small RNA, mRNA, genomic DNA fragment, RAD (including ddRAD), bacterial and fungal metagenomics, and genomic DNA large-insert mate-pair libraries for the Illumina platform.
5. The GSAF has two Covaris sonicators, the S2 for shearing single samples and the E220 for shearing up to 96 samples
6. Three Agilent Bioanalyzers and a Thermo Scientific Fluorocan for QC measurements
7. ABI Quant Studio and Three ViiA 7 Real Time PCR instruments
8. 11 total ABI GeneAmp PCR Systems 9700
9. Automation Instruments: Tecan Freedom Evo, Tecan Evo, Hamilton Nimbus, Biomek

Appendix D: Invoice Template



University of Texas, Austin

Genomic Sequencing and Analysis Facility
2500 Speedway, A4800
MBB 3.210
Austin, TX 78712

Invoice

Date: Dec 6, 2021
Job #: JA210073
Due Date: Jan 5, 2022
Term: Net 30

To:

Test Lab	attn: Test Billing Person
Test Requester	test@example.com
test@example.com	123 Fake Street
	Salt Lake City, UT 84106

Description of Services	Institutional Rate	Quantity Ordered	Total
Labor	\$43.00	4.2	\$159.27
Sequencing Reagents	\$6.00	95.8	\$574.50
Instrument Time	\$34.00	1.8	\$59.50

Additional Information:

For questions, please contact: Jessica Podnar
Email: gsaf@utgsaf.org Phone: (512) 475-9725
Make all checks payable to "The Regents of the University of Texas" and mail to:
Genomic Sequencing and Analysis Facility
attn: Jessica
204 Stanley Hall #3220
Berkeley CA 94720-3220

Total Invoice Amount \$ 793.27