

## GRANT AGREEMENT

THIS **GRANT AGREEMENT** (“Agreement”) is made and entered into this 1st day of October, 2014, by the **City of Gainesville, Florida** (“City”), a municipal corporation in the State of Florida, and the **Florida Institute for the Commercialization of Public Research** (“Agency”), a Florida nonprofit corporation located at 747 SW 2<sup>nd</sup> Avenue, IMB # 22, Suite 329, Gainesville, Florida, 32601.

**WHEREAS**, Florida Institute for the Commercialization of Public Research, is a non-profit organization that supports new company creation based on publicly-funded research. Leveraging a \$2B research base, the Agency works collaboratively with technology licensing officers across the state to create new companies and jobs in industries that are driving the global economy; and

**WHEREAS**, Florida Institute for the Commercialization of Public Research currently receives State of Florida funding to support spinout company creation and job-growth based on research conducted at Florida public universities, as well as private research institutions; and

**WHEREAS**, Florida Institute for the Commercialization of Public Research has been approached by Gainesville-based companies, not affiliated with public or private research institutes, who wish to take advantage of the services offered by Florida Institute for the Commercialization of Public Research; and

**WHEREAS**, the City has adopted a Strategic Action Plan for Economic Development which includes partnerships with private industry, educational, non-profit and economic development entities; and

**WHEREAS**, the Agency will use the Grant Funds for Gainesville-based companies; and

**WHEREAS**, the City has determined that entering into a Grant Agreement with the Florida Institute for the Commercialization of Public Research program is consistent with the City’s Strategic Action Plan for Economic Development and that this Grant Agreement will serve a public purpose.

**NOW, THEREFORE**, in consideration of these mutual promises and covenants, the parties agree as follows:

1. Incorporation of Recitals

The recitals above are incorporated as a material part of this Grant Agreement.

2. Grant Funds

The City will provide up to \$50,000 in grant funding to the Agency in accordance with the terms and conditions of this Grant Agreement.

3. Scope of Grant Agreement

The Grant Funds will be utilized by the Agency to provide the following services for the benefit of non-university associated Gainesville, Florida-based companies:

- Review and analyze company resource plans and commercialization strategies, and ensure that plans and strategies are aligned properly for growth.
- Serve as a resource to Agency Entrepreneur-in-Residence; conduct market studies and develop business and commercialization plans as needed.
- Provide mentoring, training and coaching directly or by engaging members of the Institute's CEO Council.
- Engage members of the investment community; build and manage relationships with local and national angel investors, angel groups and venture capitalists.
- Assess company technologies and products to foster alliances and partnerships.
- Engage Agency-supported companies post-funding to provide monitoring and guidance.
- Include the City in the Agency's Leadership Circle.

Agency shall not use Grant Funds for seed capital.

4. Transfer of Grant Funds

Each quarter, beginning October 1, 2014, the City will transfer a \$12,500 Grant Fund advance to the Agency via Electronic Fund Transfer (EFT), up to a maximum grant amount of \$50,000. Provided, however, before the next quarterly Grant Fund advance is made, the Agency must demonstrate in its quarterly report that the Grant Fund advance was fully utilized during the preceding quarter to provide the above-listed services to Gainesville-based companies.

## 5. Quarterly Report

The Agency program success is measured by the number of new companies and jobs created, as well as financing secured by Agency-supported companies. The Agency will provide quarterly reports to the City with information on these outcomes as they relate to non-university Gainesville-based companies. The quarterly report will focus on these outcomes as well as other accomplishments achieved by non-university Gainesville-based companies such as awards won, alliances formed, grants awarded, and other milestones achieved that are relevant to a Gainesville-based company's development and success. The agency shall additionally submit documentation of the expenditure of Grant Funds in accordance with this Grant Agreement. The Agency shall include a narrative report describing the activities carried out during the preceding quarter. Quarterly reports are due to the City on January 1, 2015, April 1, 2015, June 1, 2015 and August 1, 2015. Additional information may be requested by the City and will be provided by the Agency in a timely manner.

## 6. Duration of Grant Agreement

The Agency shall provide the services under this agreement during the term of this Grant Agreement. This Grant Agreement shall be effective from October 1, 2014 to September 30, 2015, unless terminated or extended as provided herein.

## 7. Termination of Grant Agreement

### a. Termination for Cause

If the Agency fails to comply with any provision of this Grant Agreement, the Agency will be deemed to be in default of the Grant Agreement and the City may terminate the Grant Agreement after providing seven (7) days' written notice, specifically referencing the provision giving rise to the default, and an opportunity to cure the default. If the Agency fails to cure the default within the allotted time, the City may provide final notice of termination to the Agency.

### b. Termination without Cause

If Grant Funds become unavailable, the City may terminate the Grant Agreement by providing the Agency at least twenty-four (24) hours' written notice. The City will be the final authority as to the availability of Grant Funds.

#### 8. Reimbursement for Default

If the Agency is deemed to be in default of any provision of this Grant Agreement and fails to cure the default within the time allotted, the Agency will reimburse the City the pro rata portion of the grant funds on or before the 30<sup>th</sup> day following the date of the Agency's receipt of final notice of termination. Upon reimbursement of the pro rata Grant Funds to the City, the parties will execute a Termination and Release of this Agreement.

For purposes of this Agreement, the pro rata refund will be determined on a quarterly basis.

#### 9. Right-to-Audit

Agency shall maintain records sufficient to document completion of the scope of services established by the Grant Agreement. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after termination of the Grant Agreement. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Grant Agreement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

#### 10. Florida Public Records Act

If Agency is a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, Agency shall:

- a. Keep and maintain all public records, as defined in Section 119.011(12), Florida Statutes, that ordinarily and necessarily would be required by the City;
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by law;
- c. Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of Agency upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Agency shall promptly provide the City with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the City a copy of Agency's response to each such request. Failure by Agency to comply with this section, including failure to provide a public record upon request, is a breach of this Grant Agreement and the City may immediately terminate this Grant Agreement and may pursue all remedies for breach of this Grant Agreement.

11. Compliance with Laws

The Agency will comply with all applicable laws, ordinances, orders, and regulations of the Federal, State, and local governments as they pertain to this Grant Agreement.

12. Independent Contractor

It is recognized that the Agency is acting pursuant to this Grant Agreement in the capacity of an independent contractor and not as an agent, employee, partner, or associate of the City. The Agency is solely responsible for the means, method, technique, sequence, and procedure utilized by the Agency in the full performance of this Grant Agreement. The Agency shall have no authority to bind the City in any manner.

13. Indemnification of Claims

The Agency indemnifies and holds harmless the City, its officials, agents and employees from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Agency and other persons employed or utilized by the Agency.

14. Sovereign Immunity

Nothing in this Grant Agreement shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

15. Assignment of Interest

Neither party will assign or transfer any interest in this Grant Agreement without the prior written consent of the other party.

16. Severability of Provisions

If any term or provision of this Grant Agreement is determined to be invalid or unenforceable, all other provisions will remain in full force and effect.

17. Nonwaiver of Rights

The failure of a party to exercise any right in this Grant Agreement shall not be considered a waiver of such right.

18. Modification of Grant Agreement

The parties may modify this Grant Agreement only by mutual written consent.

19. Governing Law of Grant Agreement

This Grant Agreement is governed by and shall be construed in accordance with the laws of the State of Florida.

20. Venue for Litigation

The parties will litigate any action, in equity or law, with respect to this Grant Agreement in Alachua County, Florida.

21. Notice. Notification shall be sent by U.S. Mail to:

City

Erik A. Bredfeldt  
Economic Development Director  
City of Gainesville, Station 6  
PO Box 490  
Gainesville, FL 32627  
352-393-8614

Agency

Jane Teague  
Chief Operating Officer  
Florida Institute for Commercialization of  
Public Research  
3651 FAU Blvd, Suite 400  
Boca Raton, FL 33431  
561-368-8889 x 1500  
352-294-2178

22. Entirety of Agreement

This Grant Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral agreements, understandings, or representations.

**IN WITNESS WHEREOF**, the Agency and City have caused this Agreement to be executed for the uses and purposes herein expressed on the day and year first above written.

**Florida Institute for the Commercialization of Public Research**, a Florida nonprofit corporation:

Jane Teague 9.18.14  
Authorized Representative Date  
Name: Jane Teague  
Title: Chief Operating Officer

[Signature] 9/18/14  
Witness Date  
[Signature] 9/18/14  
Witness Date

**City of Gainesville, Florida**, a municipal corporation in the State of Florida:

[Signature] 9.22.14  
City Manager or Designee Date

Helan Harris 9/22/14  
Witness Date

Karen E. Pires 9.22.14  
Witness Date

APPROVED AS TO FORM AND LEGALITY  
BY: Lisa C. Bennett  
Lisa C. Bennett, Asst. City Attorney II