

RESEARCH AGREEMENT

THIS RESEARCH AGREEMENT is entered into as of the date of the last signature on this Agreement (the “Effective Date”) by POLK COUNTY, a political subdivision of the State of Florida, with offices located at PO Box 9005, Drawer PW 07, Bartow, FL 33831-9005 (“Sponsor”) and The University of Florida Board of Trustees, a public body corporate of the state of Florida with offices at the UF Division of Sponsored Programs, 207 Grinter Hall, Gainesville, FL 32611-5500 (“University”), collectively referred to as the “Parties” and individually, a “Party.” Sponsor and University agree to the following.

BACKGROUND

University’s research capabilities reflect a substantial public investment as a part of its research and higher education mission as a public land-grant university. The research contemplated by this Agreement is aimed to produce results of mutual interest to University and Sponsor. Specifically, by advancing the instruction, research, and public service missions of University, and to Sponsor, through the potential to create or enhance technologies to assist in Sponsor’s development of new products or processes.

SECTION 1 - RESEARCH WORK

- 1.1 Research Efforts. University shall use diligent efforts to perform the work that is described in Appendix A (the “Project”) according to the standards of a United States institution of higher education.
- 1.2 Period of Performance. The period of performance for the Project will begin on November 1, 2024, and end on October 31, 2026.
- 1.3 Principal Investigator. The “Principal Investigator” is TIMOTHY TOWNSEND of University’s Department of Department of Environmental Engineering Sciences Engineering School of Sustainable Infrastructure and Environment, who is responsible for performance of the Project on behalf of University. If TIMOTHY TOWNSEND ceases to serve as Principal Investigator for any reason, University shall promptly notify Sponsor, and University and Sponsor shall use good faith efforts to identify a mutually acceptable replacement within sixty (60) days. In the event that University cannot find a mutually acceptable replacement, then University or Sponsor may terminate the Agreement.
- 1.4 Sponsor Technical Representative. The “Sponsor Technical Representative” is DALE HENDERSON, who is Sponsor’s principal representative for consultation and communications with University and the Principal Investigator regarding technical matters that are involved with the Project. Sponsor may change its Sponsor Technical Representative upon ten (10) days prior written notice to University.
- 1.5 Consultation. The Sponsor Technical Representative may consult informally with the Principal Investigator in person, by telephone, or by electronic means regarding the Project. University shall provide Sponsor Technical Representative with reasonable access to University facilities where the Project is being conducted, but the Principal Investigator determines the exact time and manner of access.

SECTION 2 – RECORDS AND REPORTS

- 2.1 Records. The Principal Investigator shall prepare and maintain records containing the Research Results, including laboratory notebooks, in accordance with customary University practice. For the duration of this Agreement at the convenience of the Principal Investigator, the Principal Investigator shall provide the Sponsor Technical Representative with reasonable access to research records.
- 2.2 Reports. The Principal Investigator shall deliver written progress reports to the Sponsor Technical Representative that assess the accomplishments of the Project as follows.

<u>Report Type</u>	<u>Due Date</u>
Final Report	45 days after expiration or termination of the Agreement, unless otherwise agreed to in writing by the <u>Sponsor Technical Representative</u> .

SECTION 3 - COSTS, BILLINGS AND OTHER SUPPORT

- 3.1 Total Funding. In consideration for the University performing the Project services and associated work, the Sponsor shall pay the University a maximum amount of four hundred eighty five thousand seven hundred and eight one dollars (\$485,781) for the Project.
This agreement is: Fixed Price
- 3.2 Payments. Sponsor shall pay University in lump sum payments in accordance with the following schedule after receipt of an invoice:

<u>Amount</u>	<u>Date</u>
<u>\$68,769.50</u>	Upon execution of the Agreement
<u>\$68,769.50</u>	FEBRUARY 01, 2025
<u>\$68,769.50</u>	MAY 01, 2025
<u>\$68,769.50</u>	AUGUST 01, 2025
<u>\$52,675.75</u>	NOVEMBER 01, 2025
<u>\$52,675.75</u>	FEBRUARY 01, 2026
<u>\$52,675.75</u>	MAY 01, 2026
<u>\$52,675.75</u>	AUGUST 01, 2026

Payments are due within thirty (30) days from receipt of invoice. If Sponsor fails to timely pay University, then it will pay University interest on the unpaid balance as provided in Section 218.74, Florida Statutes. Sponsor shall pay University for all costs of collecting unpaid balances, including any third-party collection fees, attorney's fees, and court costs the University may incur to collect outstanding balances.

3.3 Billing Addresses.

University shall send invoices to: Polk County
Solid Waste Division
Attn: Division Director
10 Environmental Loop South
Winter Haven FL, 33880
e-mail: WR-AP@polk-county.net
and DebraZimmerman@polk-county.net
and BrianCogswell@polk-county.net

Sponsor shall remit payments to: University of Florida
P.O. Box 931297
Atlanta, GA 31193-1297-
e-mail: cgrevenue@admin.ufl.edu
phone: 352-392-1235

Sponsor shall include University Agreement number AGR00031932 on each payment

SECTION 4 – PUBLICATIONS; CONFIDENTIAL INFORMATION; PROPRIETARY MATERIALS

4.1 Publications.

(a) Policy. Under University policy, University researchers must have the freedom to publish research results in journals, theses, or dissertations and present the results at symposia or professional meetings. However, at least thirty (30) days prior to any submission for publication or presentation, University researchers will provide Sponsor copies of the proposed publication or presentation to allow Sponsor to determine whether patentable subject matter or Sponsor's Confidential Information (defined in Subsection 4.2(a)) would be disclosed.

(b) Patentable Subject Matter. If Sponsor determines within thirty (30) days after receipt of the copies that the proposed presentation or publication contains patentable subject matter which needs protection, the researcher(s) shall refrain from making the presentation or publication for a maximum of three (3) months in order for University to file patent application(s).

(c) Confidential Information. If Sponsor determines within thirty (30) days after receipt of the copies that the proposed presentation or publication contains Sponsor's Confidential Information, the researcher(s) shall delete Sponsor's Confidential

Information.

(d) Publication. If Sponsor does not respond within the thirty (30) days, the researcher(s) may proceed with the presentation or publication.

4.2 Confidential Information.

(a) Definition. "Confidential Information" means any confidential or proprietary information furnished by one Party ("Disclosing Party") to the other ("Receiving Party") in connection with the Project that is specifically marked as confidential or followed up in writing to document its confidentiality as soon as possible but no more than fifteen (15) days after disclosure.

(b) Obligations. For three (3) years after disclosure of Confidential Information, the Receiving Party may only disclose Confidential Information to its directors, officers, employees, consultants, and contractors who are obligated to maintain its confidentiality and who need to know Confidential Information for the performance of the Project. University may refuse to accept any Confidential Information offered by Sponsor.

(c) Exceptions. The obligations of Subsection 4.2(b) do not apply to information that the Receiving Party can demonstrate (i) is publicly available; (ii) is independently known, developed, or discovered without use of Confidential Information; (iii) is made available by a third party without a known obligation of confidentiality to the disclosing Party; (iv) is required to be disclosed to comply with a law, regulation, or court or administrative order provided that the receiving Party uses reasonable efforts to provide prior written notice of the disclosure. Sponsor acknowledges the University may be required to release information about this Agreement in response to a public records request under Chapter 119, Florida Statutes. Notwithstanding the foregoing, the Parties understand that the University shall not be required to disclose information subject to the provisions of Florida Statute 119.07(1) which are exempt under Florida Statute 1004.22 (2).

(d) Ownership and Return. The Disclosing Party (or a third party entrusting its information to the disclosing Party) owns its Confidential Information. Upon expiration or termination of this Agreement or at the request of the Disclosing Party, the Receiving Party shall return all originals, copies, and summaries of Confidential Information in its possession or control, except that the Receiving Party may retain one (1) copy of the Confidential Information for the purpose of monitoring its obligations under this Agreement and such additional copies of or any computer records or files containing such Confidential Information that have been created solely by the Receiving Party's automatic archiving and back-up procedures, to the extent created and retained in a manner consistent with the Receiving Party's standard archiving and back-up procedures, but not for any other use or purpose.

4.3 Proprietary Materials.

(a) (a) Definitions.
i. "Proprietary Materials" means any materials and know-how (including, but

not limited to the information and material listed in Appendix A) that are owned and furnished by one Party to the other Party in connection with performance of this Agreement.

- ii. "University Materials" refers to Proprietary Materials and know-how supplied by University, including, but not limited to the information and material listed in Appendix A.
- iii. "Sponsor Materials" refers to Proprietary Materials and know-how supplied by Sponsor, including, but not limited to the information and material listed in Appendix A.
- iv. "Project Materials" refers to materials that are generated by the Parties pursuant to the Project and may contain, in whole or in part, University Materials and/or Sponsor Materials or be generated using University Materials and/or Sponsor Materials, including but not limited to, plasmids, cell lines, viral particles, or tissue containing Proprietary Materials as described in Appendix A.

(b) Limited Use and Transfer. The recipient may use Proprietary Materials and Project Materials received from the other Party only for work performed under this Agreement and only in compliance with applicable federal, state, and local laws and regulations. The recipient may not use Proprietary Materials or Project Materials received from the other Party in any in vivo experiments on human subjects. The recipient may not transfer any of the other Party's Proprietary Materials or Project Materials to any third party without the prior written consent of the other Party. Except as specifically permitted in the Project, under no circumstances will the recipient engineer, re-engineer, modify, deconstruct, design around or in any way determine the structure or composition of any Proprietary Materials or Project Materials. Each Party reserves the right to refuse to accept any Proprietary Materials or Project Materials offered by the other Party. Notwithstanding the forgoing, unless expressly provided otherwise herein, nothing in this Agreement shall be construed by implication, estoppel or otherwise as a license under any intellectual property rights owned or controlled by University of Florida or University of Florida Research Foundation.

(c) Notwithstanding the forgoing, any rights granted to Sponsor for Project Materials, including but not limited to right to use, or transfer to Sponsor, shall be dependent upon, and subject to University contractual rights and obligations and third party intellectual property rights related to the material.

(d) Warranty Disclaimer. Proprietary Materials and Project Materials furnished pursuant to this Agreement are provided for experimental purposes and may have hazardous properties. THE SUPPLIER MAKES NO REPRESENTATIONS AND EXTENDS NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY PROPRIETARY MATERIALS OR PROJECT MATERIALS, INCLUDING, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY MAKES ANY ASSURANCES THAT THE USE OF PROPRIETARY MATERIALS OR PROJECT MATERIALS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.

(e) Ownership and Return. The supplier (or any third party entrusting its materials to

the supplier) owns its Proprietary Materials, even if such Proprietary Materials are incorporated into Project Materials. Upon expiration or termination of this Agreement or at the request of the supplier, the recipient shall (at the instruction of supplier) destroy any unused Proprietary Materials and Project Materials incorporating Proprietary Materials and/or generated using Proprietary Materials.

SECTION 5 -- PROJECT INTELLECTUAL PROPERTY

5.1 Definitions.

(a) “Intellectual Property” means discoveries, inventions, improvements, and prototypes whether patentable or not, including, software, copyrighted and copyrightable works other than publications and reports, trademarks, and service marks, which are conceived or made during performance of the Project.

(b) “Background Intellectual Property” means any intellectual property owned or controlled by a Party prior to the Effective Date or conceived outside of the research conducted under this Agreement. Neither Party shall have any claims to or rights in Background Intellectual Property of the other Party.

(c) “Research Results” means data and technical information that are obtained in performance of the Project. Research Results are expressly excluded from the definition of Intellectual Property.

5.2 Ownership. University owns Intellectual Property that is conceived or made solely by employees of University (“University Intellectual Property”). Sponsor owns all Intellectual Property that is conceived or made solely by employees of Sponsor (“Sponsor Intellectual Property”). University and Sponsor jointly own Intellectual Property that is conceived or made jointly by employees of University and Sponsor (“Joint Intellectual Property”).

5.3 Disclosure. University shall provide Sponsor with written disclosure of University Intellectual Property promptly after it is disclosed by a University employee to UF Innovate, University’s technology licensing division (“Tech Licensing”). Sponsor shall provide Tech Licensing with a written disclosure of any Sponsor Intellectual Property promptly after it is disclosed by a Sponsor employee to Sponsor. Each Party shall retain all Intellectual Property disclosures submitted by the other Party in confidence.

5.4 Patent Rights.

(a) University Responsibility. If Sponsor directs that a patent application for University Intellectual Property or Joint Intellectual Property be filed, University shall promptly prepare, file, and prosecute, at the expense of Sponsor (subject to Subsection 5.4(c)), patent rights for that Intellectual Property, using patent counsel reasonably acceptable to Sponsor. Sponsor and University shall cooperate to assure that patent applications cover, to the best of Sponsor’s knowledge, all items of commercial interest and importance. While University is responsible for making decisions regarding scope and content of the patent applications, Sponsor may review and provide input. University

shall keep Sponsor reasonably apprised as to developments with respect to the patent applications and shall promptly supply to Sponsor copies of all papers received and filed in connection with the prosecution. If Sponsor decides to discontinue the financial support of the patent applications, University may file or continue prosecution and maintain any protection in the United States and any foreign countries at University's sole expense with no further obligation to Sponsor.

(b) Cooperation. University and Sponsor shall cooperate in the preparation, filing, prosecution, and maintenance of all patent rights for University Intellectual Property and Joint Intellectual Property. Cooperation includes (i) promptly executing or requiring employees to execute papers and instruments as reasonable and appropriate; and (ii) promptly informing the other Party of matters that may affect the preparation, filing, prosecution, or maintenance of those patent rights.

(c) Payment of Expenses. Within thirty (30) days after University invoices Sponsor, Sponsor shall reimburse University for all reasonable patent-related expenses incurred by University pursuant to Subsection 5.4(a). Sponsor may elect, upon sixty (60) days' advance written notice to University, to cease payment of the expenses associated with obtaining or maintaining that patent protection for one or more patent rights in one or more countries. In that event, Sponsor loses all rights under this Agreement with respect to patent rights in those countries.

5.5 Option Rights. University grants Sponsor a first right to negotiate a worldwide, royalty-bearing, exclusive license to University Intellectual Property or to University's rights in Joint Intellectual Property (the "Option Right"). Sponsor's right commences when University notifies Sponsor pursuant to Section 5.3 and expires ninety (90) days later ("Option Period"). Sponsor may exercise the Option Right by written notice to Tech Licensing during the Option Period. If Sponsor does not exercise the Option Right during the Option Period, University may license its commercial rights under the relevant Intellectual Property to any third parties. If Sponsor exercises the Option Right, Tech Licensing and Sponsor shall negotiate in good faith a license agreement with commercially reasonable terms. If the Parties fail to execute a license to University Intellectual Property or to University's rights in Joint Intellectual Property within six (6) months after Sponsor's exercise of the Option Right, University has no further obligation to Sponsor for that Intellectual Property.

5.6 Licenses. In any license Tech Licensing grants to Sponsor for University Intellectual Property or for University's rights in Joint Intellectual Property, among other customary license terms, the Parties shall include terms to obligate Sponsor to (a) develop the Intellectual Property diligently for practical application and (b) pay all patent costs.

5.7 Use of Research Results. Each Party may use Research Results for any purpose. However, in the case of Sponsor, the use may not infringe any claim of a patent application or an issued patent included in University Intellectual Property rights for which Sponsor has failed to obtain a license as provided in Section 5.5.

5.8 Copyrightable Works. University or its employees own any copyrighted or copyrightable

works (including reports and publications) that are created by University employees in the performance of the Project. University and the Principal Investigator grant Sponsor an irrevocable, royalty-free, nontransferable, non-exclusive right to copy and distribute for internal purposes only any research reports that are furnished to Sponsor under this Agreement.

- 5.9 Research Partially Funded by Third Parties. If any patentable invention in the Intellectual Property has been funded by the federal government, this Agreement and the grant of any rights in that invention are governed by federal law set forth in 35 U.S.C. §§ 201-211 and corresponding regulations, as amended, or any successor statutes and regulations. If any Intellectual Property has been funded by a non-profit organization or state or local agency, this Agreement and the grant of rights in that Intellectual Property are subject to the terms of the applicable agreement. If any term of this Agreement fails to conform to applicable law, regulations, or agreements, the relevant term is invalid and the Parties shall modify the term.

SECTION 6 - PUBLICITY

- 6.1 Neither Party shall use the other's name, crest, logo, trademark, or registered image without the express written permission of that Party. In the case of University, consent must be provided by its Office of Strategic Communications and Marketing. Notwithstanding the foregoing, either Party may make factual statements about the existence of this Agreement without prior approval, including the amount of the funding and a description of the Project, including in order to comply with (i) governmental disclosure obligations or (ii) Sponsor's reporting policies.

SECTION 7 – WARRANTY DISCLAIMER; LIABILITY

- 7.1 UNIVERSITY MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY IMPLIED WARRANTIES AS TO ANY MATTER RELATING TO THIS AGREEMENT, INCLUDING, THE PERFORMANCE OR RESULTS OF THE PROJECT; THE AVAILABILITY OF LEGAL PROTECTION FOR RESEARCH RESULTS, INVENTIONS, OR ANY OTHER WORK PRODUCT OF THE PROJECT; OR THE VALIDITY OR ENFORCEABILITY OF ANY INTELLECTUAL PROPERTY PROTECTION THAT MAY BE OBTAINED PURSUANT TO THIS AGREEMENT. UNIVERSITY PROVIDES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR ANY RESEARCH RESULTS OR INTELLECTUAL PROPERTY RIGHTS. UNIVERSITY MAKES NO ASSURANCES THAT THE USE OF RESEARCH RESULTS OR INTELLECTUAL PROPERTY RIGHTS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.
- 7.2 Each Party will bear its respective risks and liabilities assumed or incurred by it as a result of its obligations and efforts under this Agreement and shall not be liable for the acts of third parties or the consequences of the acts of third parties. Neither Party shall be liable for the negligent acts or omissions of the other Party or the other Party's employees or agents. Each Party's liability is limited as provided under Section 768.28, Florida Statutes, and does not extend to the other Party or to any third parties. Notwithstanding anything

herein to the contrary, nothing in this Agreement constitutes consent by the State of Florida, its agents and agencies or consent by the Sponsor, as a political subdivision of the State of Florida, to be sued or to waive their respective sovereign immunity beyond the limited waiver provided in Section 768.28, Florida Statutes.

SECTION 8 - TERMINATION

- 8.1 Termination. Either Party may terminate this agreement without cause upon sixty (60) days' prior written notice to the other.
- 8.2 Termination for Breach. If either Party commits a material breach of this Agreement and fails to remedy that breach within sixty (60) days after receipt of written notice from the other Party, the Party giving notice may terminate this Agreement by written notice to the other Party, effective upon receipt.
- 8.3 Surviving Terms. Expiration or termination of this Agreement by either Party does not affect the rights and obligations of the Parties that accrued prior to the effective date of termination, except that Sponsor's rights under Section 5 do not survive termination for non-payment of any amounts due under this agreement or any other material breach by Sponsor. Except in the case of material breach by Sponsor, expiration or termination of this Agreement does not affect the Parties' rights and obligations under Sections 3, 4, 6, 7, 8, and 10.
- 8.4 Payments on Termination. Upon early termination of this Agreement by either Party for any reason, UF will cease further obligation of funds for Project services and will take all reasonable steps to cancel or otherwise reduce outstanding obligations. Except for any amounts that are in dispute, Sponsor will pay UF for either (a) percent of those Project services completed to the date of termination, or (b) deliverable(s) completed to the date of termination, and (c) any non-cancellable obligations on or before the date of termination pursuant to Section 3. University will refund any portion of SPONSOR advance payments not obligated pursuant to (a) or (b), and (c).
- 8.5 Obligations on Termination. Upon any termination the University will provide the Sponsor all a report as provided in Section 2 up to the date of termination.

SECTION 9 - NOTICES

The Parties shall provide notices for this Agreement in writing by email, recognized national overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

<p>If to Sponsor</p> <p>Administrative:</p> <p>Dale Henderson Polk County Solid Waste Division 10 Environmental Loop South Winter Haven FL 33880</p> <p>Technical Matters:</p> <p>Dale Henderson Solid Waste Division 10 Environmental Loop South Winter Haven FL 33880 dalehenderson@polk-county.net</p>	<p>If to University:</p> <p>Administrative:</p> <p>Division of Sponsored Programs University of Florida 207 Grinter Hall Gainesville, FL 32611-5500 (352) 392-9267 ufawards@ufl.edu</p> <p>Technical Matters:</p> <p>Timothy Townsend 207 Grinter Hall Box 115500 Gainesville, FL 32611-5500 352-392-0846 ttown@ufl.edu Intellectual Property Disclosure/Notices: techlicensing@research.ufl.edu</p> <p>Office of Strategic Communications and Marketing: news@ufl.edu</p>
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SECTION 10 – MISCELLANEOUS

- 10.1 Independent Contractor. University and Sponsor are independent contractors. Neither Party may act as agent for the other or enter into any contract, warranty, or representation on behalf of the other. Neither Party is bound by the acts or conduct of the other.
- 10.2 Insurance; Liability. University, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by University, and will provide its Certificate of Insurance upon request
- 10.3 Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida. The Parties shall bring any action in connection with this Agreement in courts of competent jurisdiction located either in Alachua County or in Polk County, Florida.
- 10.4 Assignment. Neither Party may assign this Agreement voluntarily, by operation of law, or through change of control without the prior written consent of the other, which the Party may not unreasonably withhold or delay. This Agreement is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.

- 10.5 Agreement Modification. The Parties may only modify this Agreement by a written instrument signed by both Parties. Any waiver of rights or failure to act in a specific instance relates only to that instance and is not an agreement to waive any rights or fail to act in any other instance. A Purchase Order may only be used for billing purposes. No other terms of this Agreement may be modified by terms included in a Purchase Order. The terms and conditions of such a Purchase Order do not apply, and such terms or conditions in a Purchase Order are null and void.
- 10.6 Force Majeure. Neither Party is responsible for delays resulting from causes reasonably beyond its control, including fire, explosion, flood, tropical storm, hurricane, war, strike, or riot, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove causes of nonperformance and continues performance under this Agreement with reasonable dispatch after the causes are removed.
- 10.7 Export Controls. Both Parties acknowledge that this Agreement and the performance thereof are subject to compliance with applicable United States laws, regulations, and orders, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, and all embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), as amended. Both Parties further agree that if the export laws are applicable, the Parties will not disclose or re-export any technical data/materials received under this Agreement to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless the Parties have obtained prior written authorization from the appropriate U.S. government agency. Should Sponsor intend to disclose export-controlled technology or items to University, Sponsor will disclose the United States Munitions List (USML) Category or Export Control Classification Number (ECCN), as appropriate, to University Administrative contact (identified in Section 10) prior to disclosure. University reserves the right to decline receipt of export-controlled technology or items.
- 10.8 Dispute Resolution. The parties shall attempt to cooperatively resolve any and all disputes and/or claims that arise under this Agreement by first engaging the highest appropriate administrative officials of each Party who shall negotiate in good faith to seek a cooperative resolution. For any dispute related to this Agreement that the Parties cannot resolve by mutual agreement, the Parties shall seek agreement through formal mediation in Gainesville, Florida, failing which either Party may pursue any remedies legally available.
- 10.9 Compliance with Laws and Regulations. In conducting all Project work, University shall abide by all applicable statutes, ordinances, rules, and regulation pertaining to or regulating the provisions of such work, including those currently in effect and those hereafter adopted. Any violation of such statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the Sponsor to immediately terminate the Agreement upon delivery of written notice to University.

- 10.10 Attorneys' Fees and Costs. Except as provided in Section 3.2, above, each Party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred with any dispute or litigation arising out of, or related to this Agreement including those incurred in mediation and for any appellate or bankruptcy proceedings.
- 10.11 Limit of Liability IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY, OR OTHERWISE.
- 10.12 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity or unenforceability does not affect any other provision of this Agreement, and the Parties shall negotiate in good faith to modify the Agreement to preserve (to the extent possible) their original intent.
- 10.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the Parties relating to its subject matter.
- 10.14 Counterparts and Execution. The Parties may execute this Agreement in one or more counterparts, each of which is an original, and all of which together are the same instrument. Delivery of a signed Agreement by reliable electronic means, including facsimile or email, shall be an effective method of delivering the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the parties to this Agreement.
- 10.15 Headings. Headings are for convenience and do not affect the meaning of any provision of this Agreement.
- 10.16 Order of Precedence. In the event of any inconsistencies between the provisions set forth by this Agreement, the inconsistency shall be resolved by giving precedence in the following order (1) this Agreement, (2) Appendix A

[Signatures to follow on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

POLK COUNTY, a political subdivision
of the State of Florida

THE UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES

By: _____
W. C. Braswell, Chair
Board of County Commissioners

Signature by:

Date: _____

ATTEST:
STACY M. BUTTERFIELD
Clerk to the Board

Name: Elizabeth Keeter
Title: Associate Director, Sponsored Programs
Date: October 15, 2024

By: _____
Deputy Clerk

Reviewed as to form and legal sufficiency:

County Attorney's Office

I have read and approve this Agreement, and I hereby assign to University all my right, title, and interest in any Intellectual Property.

Timothy Townsend

TIMOTHY TOWNSEND
Principal Investigator

Appendix "A"

Solid Waste and Recycling Research in Support of Polk County

Prepared for:

Polk County Solid Waste Division

Prepared by:

Department of Environmental Engineering Sciences

Engineering School of Sustainable Infrastructure and Environment

University of Florida

Scope

The Polk County Solid Waste Division has a history of performing cutting-edge research that has had a major impact on the solid waste industry and has resulted in cost saving innovations, including exposed geomembrane landfill covers, bioreactor landfills, vertical expansions over previously-filled unlined landfills, and is currently constructing a novel wetlands leachate treatment system. For many of these efforts the University of Florida's Engineering School of Sustainable Infrastructure and Environment has provided technical research and engineering support.

The UF research team proposes to continue research and engineering support to the County through the following activities:

Technical assistance on the operation and monitoring of the wetlands leachate treatment system for the Polk County North Central Landfill (NCLF)

In the previous research support contract, the UF Research Team assisted Polk County with the development of a novel wetlands leachate treatment system designed to provide on-site leachate treatment capacity at NCLF. The work included laboratory and field-scale experiments to validate treatment calculations, detailed design of the treatment facility, procurement of Florida Department of Environmental Protection (FDEP) permits necessary to construct the facility, preparation of bid/construction documents, and assistance during construction and startup of the system. The treatment system includes aeration and settling ponds, vertical and free-water surface flow wetlands treatment units, a mixing basin, and a zero-discharge industrial wastewater pond.

Under supervision of UF faculty members, two University of Florida graduate students will perform field-scale treatment trials and assist Polk County with the operation and monitoring of the treatment system. This assistance will include:

- Monitoring of system performance and the testing of modified operational strategies for the improvement of treatment efficiency
- Investigation of treatment technologies for the removal of conserved constituents to reduce process water impacts to the environment.
- Providing recommendations and insight on emergent issues with the system as the University and County become more experienced with its operation
- Other technical assistance with leachate, landfill gas, recycling, and other solid waste related issues on an as-needed and as-available basis.