

RESEARCH AGREEMENT

THIS RESEARCH AGREEMENT ("Agreement"), entered into as of the date of the last signature on this Agreement ("Effective Date") by, between, and among the **FIFTH JUDICIAL CIRCUIT OF FLORIDA** (hereinafter "Circuit"), with offices located at 110 NW First Ave., Ocala, FL 34475 (hereinafter "Circuit"), **MARION COUNTY, FLORIDA**, 601 SE 25th Ave., Ocala, FL 34471 (hereinafter "County") and **The University of Florida Board of Trustees**, a public body corporate of the state of Florida with offices at UF Research | Sponsored Programs, 207 Grinter Hall, Gainesville, FL 32611-5500 ("University"), collectively referred to as the "Parties." Parties agree to the following:

BACKGROUND

WHEREAS, 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 Research Agreement is aimed to produce results of mutual interest to University, and County. Specifically, by advancing the instruction, research, and public service missions of University and County through the potential to create or enhance technologies to assist in County's development of new products or processes; and

WHEREAS, the Bureau of Justice Assistance, Drug Court Discretionary Grant Program, Bureau of Justice Assistance Award Number 15PBJA-24-GG-03923-DGCT (hereinafter "Grant") has provided funding to County in part to support research by University of the Marion County Adult Pre-plea Diversion Drug Court (hereinafter "APDC") for the benefit of County, and;

WHEREAS, the Grant funds will meet Bureau of Justice guidelines, legislative intent, and local need.

SECTION 1 - RESEARCH WORK

- 1.1 **Research Efforts.** University shall use diligent efforts to perform the work described in Appendix A attached hereto ("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 upon April 1, 2025 and end September 30, 2028.
- 1.3 **Principal Investigator.** JODI LANE ("Principal Investigator") is responsible for performance of the Project on behalf of University. If JODI LANE ceases to serve as Principal Investigator, University shall notify County, and the Parties shall agree on a replacement within sixty (60) days. In the event that Parties cannot find a mutually acceptable replacement, then either Party may terminate this Agreement in accordance with Section 9 of this Agreement.

- 1.4 **County Technical Representative.** Regina Lewis (“County Technical Representative”) is Sponsor’s principal representative regarding technical matters. Sponsor may change its Sponsor Technical Representative upon reasonable written notice to University
- 1.5 **Consultation.** The County Technical Representative may consult with the Principal Investigator regarding the Project. University shall have sole discretion on access to work in University facilities but shall make such work available to County on a reasonable basis at a time and manner determined by the Principal Investigator.

SECTION 2 – BUDGET & PAYMENTS

2.1 **Total Funding.** County shall fund a maximum amount of Eighty Eight Thousand Eighty One Dollars (\$88,081) for the FIXED PRICE Project, paid in accordance with Section 2.2.

2.2 **Payments.**
County shall pay University upon receipt of an invoice. University shall invoice according to the following schedule:

Amount	Date
\$10,594.00	Upon Execution of this Agreement
\$5,297.00	JUNE 30, 2025
\$5,297.00	SEPTEMBER 30, 2025
\$5,432.75	DECEMBER 31, 2025
\$5,432.75	MARCH 31, 2026
\$5,432.75	JUNE 30, 2026
\$5,432.75	SEPTEMBER 30, 2026
\$5,573.00	DECEMBER 31, 2026
\$5,573.00	MARCH 31, 2027
\$5,573.00	JUNE 30, 2027
\$5,573.00	SEPTEMBER 30, 2027
\$5,717.50	DECEMBER 31, 2027
\$5,717.50	MARCH 31, 2028
\$5,717.50	JUNE 30, 2028
\$5,717.50	SEPTEMBER 30, 2028
\$88,081.00 TOTAL	

Payments are due within thirty (30) days from receipt of invoice. County shall pay interest to University on balances unpaid longer than thirty (30) days at a rate of twelve percent (12%) per annum. County 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.

2.3 Billing Addresses.

University shall send invoices to: Regina Lewis, Marion County Drug Court Manager
110 NW First Avenue, Room 1057
Ocala, FL 34475
e-mail: rlewis@circuit5.org
phone: 352-817-6282

County shall remit payments to: University of Florida
Contracts Grants
P.O. Box 24736
New York, NY 10087-4736
phone: 352-392-1235

Overnight/Courier Address:
JPMorgan Chase-Lockbox Processing
Attn. Contracts Grants 24736
4 Chase Metrotech Center
7th Floor East
Brooklyn, NY 11245

To remit payment via ACH, submit
a request for banking information
to cgrevenue@admin.ufl.edu

County shall include University Agreement number (AGR00034001) on each payment.

SECTION 3 –CONFIDENTIAL INFORMATION

3.1 Confidential Information.

(a) Definition. “Confidential Information” means any and all non-public information owned or controlled by one Party (“Disclosing Party”) disclosed to the other (“Receiving Party”) in connection with the Project that is specifically marked as confidential at the time of disclosure or if not able to be marked, identified as confidential and followed up in writing to document its confidentiality as soon as possible but no more than fifteen (15) days after disclosure.

(b) Obligations. The Receiving Party shall use the Confidential Information solely for the performance of the Project and may disclose Confidential Information only to its directors, officers, employees, and agents who need to know the Confidential Information for the performance of the Project. The obligations of the Receiving Party under this

Agreement will survive for three (3) years after the termination or expiration of this Agreement. University may refuse to accept any Confidential Information offered by County.

(c) Exceptions. The obligations of Subsection 3.1(b) do not apply to information that is (i) publicly available; (ii) independently known, developed, or discovered without use of Confidential Information; (iii) made available by a third party without a known obligation of confidentiality to the Disclosing Party; or (iv) 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 to the Disclosing Party.

(d) Return. At the request of the Disclosing Party, the Receiving Party shall return or destroy all originals and copies of Confidential Information in its possession except for one (1) copy of the Confidential Information for the purpose of monitoring its obligations under this Agreement, and any copies of Confidential Information created solely by the Receiving Party's standard archiving and backup procedures.

SECTION 4 -- PROJECT INTELLECTUAL PROPERTY

4.1 Definitions.

(a) "Inventions" means any inventions or discoveries conceived under this Agreement; the term "conceived" shall be construed in accordance with its meaning under U.S. patent law.

(b) "Project Materials" means tangible materials and any associated know-how that are generated by the University under this Agreement.

4.2 Background Intellectual Property. Neither Party transfers to the other Party by operation of this Agreement any patent right, copyright, or other tangible or intangible proprietary right existing as of the Effective Date or developed outside the scope of this Agreement. Nothing in this Agreement shall be construed by implication, estoppel, or otherwise as a license to such rights.

4.3 Ownership. Inventions conceived by the University shall be owned by University. Inventions conceived by the County shall be owned by County. Inventions conceived jointly by University and County shall be jointly owned by University and County. Project Materials shall be owned by University.

4.4 Disclosure. University shall provide County with written disclosure of any Invention or Project Materials promptly after it is disclosed to UF Innovate. County shall provide UF Innovate with a written disclosure of any Inventions created under the Project and

disclosed to County by County's employee(s). Each Party shall retain all disclosures submitted by the other Party as Confidential Information of the Disclosing Party, subject to any rights as owner of the Receiving Party.

- 4.5 **Rights in Inventions and Project Materials.** University grants County a first right to negotiate a worldwide, royalty-bearing, exclusive license to University's rights in Inventions and a right to negotiate a worldwide, nonexclusive license to University's rights in Project Materials (the "Negotiation Right"). County's Negotiation Right commences when University submits a disclosure pursuant to Section 4.4 and expires ninety (90) days after such disclosure ("Evaluation Period"). County may exercise the Negotiation Right by written notice to UF Innovate during the Evaluation Period. If County exercises the Negotiation Right, UF Innovate and County shall negotiate a license agreement in good faith for a period not to exceed six (6) months after County's exercise of the Negotiation Right ("Negotiation Period"). The terms of the license agreement will be based on fair market value, and among other customary terms, will obligate County to diligently develop the Invention for practical application. Unless an extension has been mutually agreed to in writing, at the end of the Evaluation Period or, if the Negotiation Right is exercised, Negotiation Period, University shall have no further obligation to County with regard to that Invention or Project Materials and is free to license its rights therein to any third party.
- 4.6 **Patent Rights.** At the request of County during the Evaluation Period, University will prepare and file a patent application for an Invention using patent counsel selected by University and reasonably acceptable to County. County shall reimburse University within thirty (30) days of invoice for all reasonable patent-related expenses incurred during the Evaluation Period and, if the Negotiation Right is exercised, the Negotiation Period. University shall provide County with reasonable opportunity to review and comment on the draft patent application, which shall be University Confidential Information. If County declines to support a patent application, fails to respond within the Evaluation Period, or decides to discontinue the financial support of the patent application(s), University may file or continue prosecution at University's sole expense with no further obligation to County for that Invention, including but not limited to any obligations related to the Negotiation Right.
- 4.7 **Copyrightable Works.** University or its employees own any copyrighted or copyrightable works created by University employees in the performance of the Project.
- 4.8 If any Invention has also been funded by the federal government, a non-profit organization, or a state or local agency, this Agreement and the grant of any rights in that Invention is are subject to the terms that attach to such funding, including, in the case of the federal government, as set forth in 35 U.S.C. §§ 201, 37 C.F.R. Part 401. If any term of this Agreement fails to conform to applicable law, regulations, or agreements, the relevant term of this Agreement is invalid, and the Parties shall modify the term in accordance with Section 11.4 of this Agreement to comply therewith.

SECTION 5 –DELIVERABLES

The Principal Investigator shall deliver the following to the County Technical Representative:

<u>Deliverable</u>	<u>Due Date</u>
Quarterly Reports	No more than 90 days from the end of the quarter.
Annual Reports	No more than 90 days from the end of the quarter.
Final Report	3 months after the end date of this Agreement

Subject to the provisions of Sections 3, 4, 6, and 7 and any ownership rights granted to the Parties therein, University grants County an irrevocable, non-exclusive license to use, disclose, reproduce, distribute, and prepare derivative works from Deliverables.

SECTION 6 – PUBLICATION

University reserves the right to make or allow to be made scholarly disclosures of the findings of the Project, including but not limited to, publication in scholarly journals, presentations conferences, disclosures to University and non-University scholars, and disclosures in grant and funding applications. University will not disclose County Confidential Information and will provide an acknowledgement of County’s support or role in the Project.

SECTION 7 - PUBLICITY

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) County’s reporting policies.

SECTION 8 – WARRANTY DISCLAIMER; LIABILITY; INSURANCE

8.1 UNIVERSITY MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY MATTER RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE PERFORMANCE OR RESULTS OF THE PROJECT; THE AVAILABILITY OF LEGAL PROTECTION FOR REPORTS, RESEARCH DATA, INVENTIONS, DELIVERABLES, 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 MAKES NO ASSURANCES THAT THE USE OF, INCLUDING BUT NOT LIMITED TO, REPORTS, DATA, DELIVERABLES, OR INVENTIONS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.

- 8.2 Each Party will bear its respective risks and liabilities 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. Notwithstanding anything herein to the contrary, nothing in this Agreement constitutes consent by the State of Florida or its agents and agencies to be sued or a waiver of sovereign immunity of the State of Florida beyond the limited waiver provided in Section 768.28, Florida Statutes.
- 8.3 Insurance. 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.

SECTION 9 - TERMINATION

- 9.1 Termination. Either Party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other.
- 9.2 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. Material breach includes but is not limited to failure to provide any resources such as payment of any amounts due under this Agreement.
- 9.3 Surviving Terms. Expiration or termination of this Agreement by either Party without cause under Section 9.1 does not affect the rights and obligations of the Parties that accrued prior to the effective date of termination. County's rights in Section 4 do not survive termination for material breach by County and any licenses or options granted in Section 4 shall be null and void.
- 9.4 Payments on Termination. Upon early termination of this Agreement by either Party for any reason, University will cease further obligation of funds and will take all reasonable steps to cancel or otherwise reduce outstanding obligations. County will pay University for costs incurred up to the date of termination and any non-cancellable expenses obligated on or before the date of termination.

SECTION 10 - NOTICES

The Parties shall provide all notices for this Agreement to the Administrative contact with a copy to the Technical Matters contact. All notices shall be provided 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 County</p> <p>Administrative Matters: Regina Lewis Marion County Court Alternatives 110 NW First Avenue, Room 1062 Ocala, FL 34475 e-mail: rlewis@circuit5.org phone: 352-817-6282</p> <p>Technical Matters:</p> <p><u>County Technical Contact</u> Regina Lewis Marion County Court Alternatives 352-817-6282 rlewis@circuit5.org</p>	<p>If to University:</p> <p>Administrative Matters: 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>Jodi Lane University of Florida 3219 Turlington Hall, P.O. Box 117330 Gainesville, FL 32611-7330 (352) 514-8275 jlane@ufl.edu</p> <p>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 11 -- MISCELLANEOUS

11.1 Independent Contractor. University and County 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.

- 11.2 **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 in Alachua County, Florida.
- 11.3 **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.
- 11.4 **Agreement Modification or Amendment.** The Parties may only modify or amend 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.
- 11.5 **Force Majeure.** Neither Party is responsible for delays in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder) resulting from causes reasonably beyond its control, including fire, explosion, flood, tropical storm, hurricane, war, strike, pandemic, or riot, provided that the nonperforming Party uses reasonable efforts to avoid or remove causes of nonperformance and continues performance under this Agreement with reasonable dispatch after the causes are removed.
- 11.6 **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 County intend to disclose export-controlled technology or items to University, County 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.
- 11.7 **Dispute Resolution.** The Parties shall attempt to cooperatively resolve any and all disputes and/or claims that arise under this Agreement by first engaging 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 must submit to formal mediation in Gainesville, Florida, or other mutually agreed upon dispute resolution options. Upon dispute resolution failure, either Party may pursue any available legal remedy.

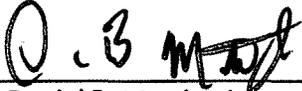
- 11.8 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity or unenforceability does not affect any other provision of this Agreement, and the Parties shall negotiate in good faith to modify the Agreement to preserve, to the extent possible, their original intent.
- 11.9 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.
- 11.10 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 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.
- 11.11 Headings. Headings are for convenience and do not affect the meaning of any provision of this Agreement.
- 11.12 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, (3) Appendix B.

[Signatures to follow on next page]

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

Fifth Judicial Circuit of Florida

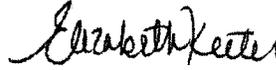
**THE UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES**



Daniel B. Merritt, Jr.

Chief Judge

Date: May 5, 2025



Digitally signed by
Elizabeth Keeter

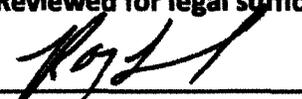
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Elizabeth Keeter

Associate Director, UF Sponsored Programs:

Date: April 24, 2025

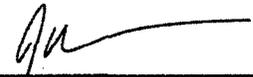
Reviewed for legal sufficiency:



Roy L. Wolgamuth, Esquire

Date: May 2, 2025

I acknowledge the Agreement and agree to be bound by its terms.



JODI LANE

Principal Investigator

ATTEST:

MARION COUNTY, a political
subdivision of the State of Florida by its
Board of County Commissioners

**GREG
HARRELL**
Clerk of Court
Date:

Kathy Bryant, Chairman

Date: _____

For Use and Reliance of
Marion County Only,
Approved as to Form and
Legal Sufficiency

BCC APPROVED:
ACCEPTANCE DATE: _____

for _____
Matthew Minter
County Attorney

APPENDIX A PROJECT

Title: Evaluation of Marion County (FL) Diversion Drug Court

Dr. Jodi Lane at the University of Florida will serve as the Co-Principal Investigator of the evaluation team for the Marion County (FL) Diversion Drug Court on the proposal to be submitted to BJA entitled "Evaluation of Marion County (FL) Diversion Drug Court."

Research Questions for Team to Address with Available Data:

- How well is the court meeting required performance measures required by the Bureau of Justice Assistance?
- How does the court meet NADCP (All Rise) 10 key components, including their subcomponents?
 - Where are strengths and areas for improvement?
- How does the court meet National Best Practice standards (from All Rise)? Where are strengths and areas for improvement?
- What are predictors of intermediate outcomes including: acceptance to the program, graduation, drug test results, sanctions, and incentives?
- What are predictors of re-arrest (data access permitting)?

Dr. Lane is Responsible for These Tasks and Products:

- Take the lead on creating an observation instrument for court sessions and staffing sessions. Observe court and staffing quarterly and record data on process. Analyze this observation data for inclusion in reports.
- Take the lead on creating an observation instrument for court staff to use to observe treatment providers to monitor treatment fidelity. Analyze this observation data for inclusion in reports.
- Meet and/or email regularly with staff to discuss ongoing research efforts and gather contextual information. Visit the site in person when necessary.
- Submit quarterly reports on data collection efforts to UF and to the court.
- Submit annual and final reports on evaluation findings to the court.

- Collaborate with Dr. Hartsell on presentations to the Marion County Diversion Drug Court Steering Committee Presentations.
- Collaborate with Dr. Hartsell on presentations at academic and practitioner conferences (e.g., American Society of Criminology, Academy of Criminal Justice Sciences).
- Collaborate with Dr. Hartsell in writing reports and journal articles.
 - Take the lead on writing report sections related to project context and broader meaning of results.
- Obtain Internal Review Board (IRB) permissions from the University of Florida and facilitating the sIRB, if required.

**APPENDIX B
AWARD LETTER**

Notice of Award 15PBJA-24-GG-03923-DGCT from the U.S. Department of Justice follows (19 pages).