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# ABHI US ACCELERATOR

GROW YOUR BUSINESS IN THE WORLD'S  
BIGGEST HEALTHTECH MARKET

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## US HEALTHCARE BY NUMBERS

- › Population: 327.2 million
- › GDP spent on healthcare: 17.9%
- › Healthcare spend: \$3.5 trillion
- › Per capita, the US is the highest spender on healthcare in the world by nearly 30%, 2.5 times as much per person as the United Kingdom

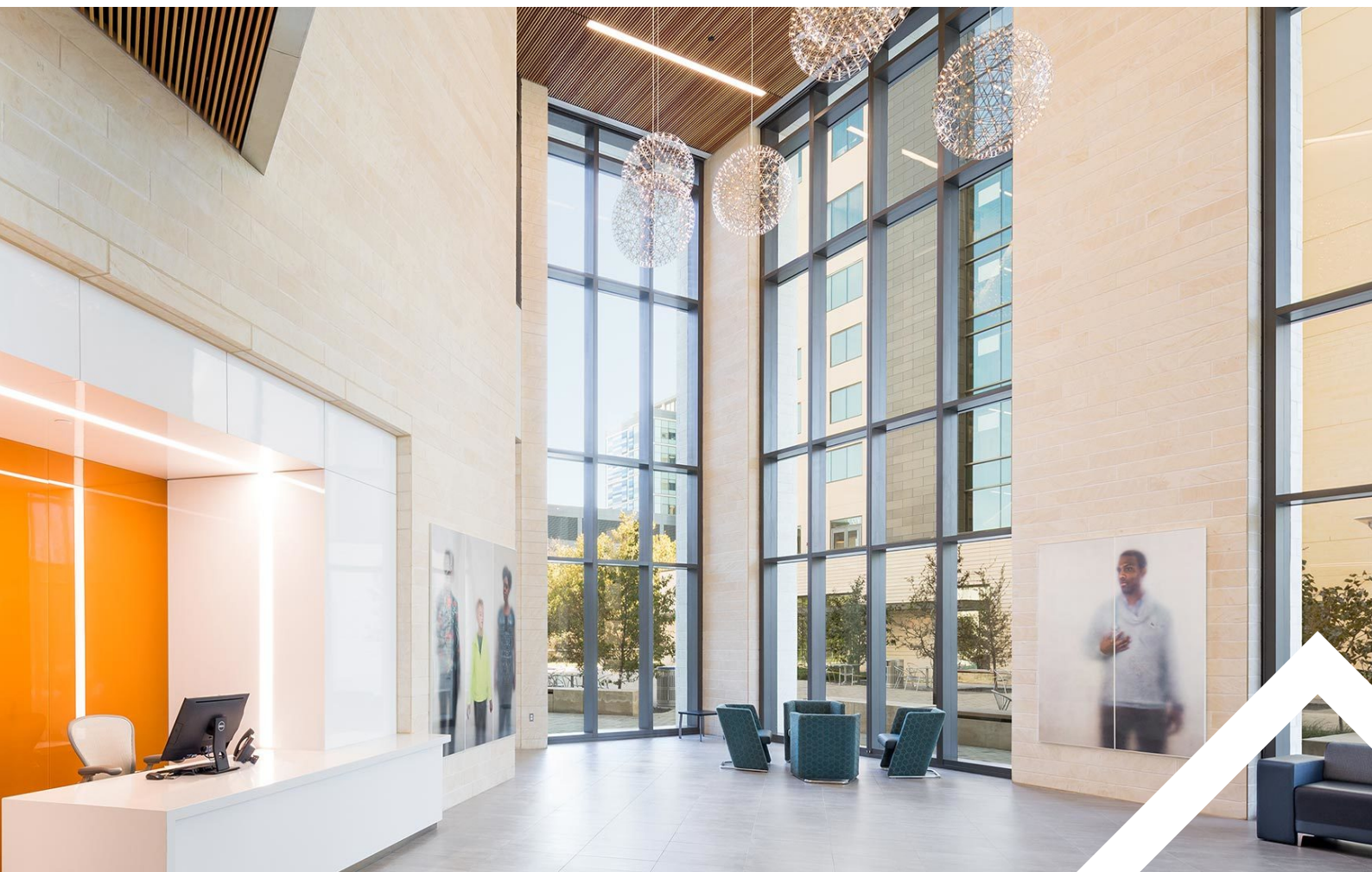
# ABHI US ACCELERATOR

**With strong relationships across hospital systems and life science communities throughout the US, as well as a growing mentors network on-hand to offer guidance and insight, the ABHI US Accelerator is the ideal platform for companies looking to upscale their US business.**

**To apply to join the ABHI US Accelerator please complete both the Workspaces @ Texas Health CoLab Application form and the ABHI US Accelerator Contract.**

**If for any reason Dell Medical School do not accept your application, the contract will no longer be valid and you will not be liable for the ABHI US Accelerator programme charge.**

**Please complete all sections fully as we will not be able to accept an incomplete form or contract.**



# WORKSPACES @ TEXAS COLAB APPLICATION FORM QUESTIONS

**Contact Information**

Please include company name, contact name, email address, phone number, and company web site.

**Key People**

Provide a brief list of the key people in your company.

**Company Introduction**

What problem do you solve and how? What have you achieved thus far?

**Upcoming Milestones**

Next steps you are hoping to achieve in the next 6-12 months.

**Funding – max 300 characters**

How is your company funded?

**Alignment with Dell Med – max 300 characters**

How does your company align with Dell Med's vision of a vital and inclusive health ecosystem?

**Needs – max 300 characters**

What are you looking for?

# **ASSOCIATION OF BRITISH HEALTHTECH INDUSTRIES LIMITED**

**- and -**

**Name of member:**

**Date:**

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## **ABHI US ACCELERATOR AGREEMENT**

**Clark Holt**  
COMMERCIAL SOLICITORS

**HARDWICK HOUSE, PROSPECT PLACE, SWINDON, SN1  
3LJ TELEPHONE: 01793 617 444  
WWW.CLARKHOLT.COM**





This agreement is made: Date

Between

ASSOCIATION OF BRITISH HEALHTHECH INDUSTRIES LIMITED, a company limited by guarantee registered in England and Wales with company number 01469941 whose registered office is at Suite 2, 4th Floor, 1 Duchess St, London, W1W 6AN (ABHI); and

(2) Company name:

a company registered in England and Wales with company number

whose registered office is at:  
(the "Member")

(A)

## Agreed Terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this agreement (which expression includes the schedule of this agreement ( the Schedule ), which forms an integral part of this agreement.

#### 1.1 Definitions:

<b>the ABHI support</b>	the support services set out in Part 2 of the Schedule.
<b>subscribers</b>	ABHI Members (other than the Member) who are invited from time to time during the Term to use the Dell Facility.
<b>the Term</b>	the period starting on the later of 1 January 2023 and the date of this agreement, and ending on 31 December 2023.
<b>University of Texas</b>	the Board of Regents of the University of Texas System, for the use and benefit of the University of Texas at Austin and for the benefit of the Dell Medical School.

1.2 The clause headings are included for convenience only, have no legal effect and shall be ignored when construing this agreement.

1.3 Unless otherwise stated, references to clauses are references to the clauses of this agreement.

1.4 Words importing the singular include the plural, and the opposite applies, and words importing any gender include the other genders.

1.5 References to persons include individuals, firms, partnerships, limited liability partnerships, companies, corporations, associations, organisations, governments, governmental agencies and departments, states, foundations and trusts (in each case whether or not having separate legal personality) and corresponding or similar entities in any relevant jurisdiction.

1.6 The use of the words "including" or "include" shall not limit the general applicability of any preceding words.

#### 2. ABHI's obligations

2.1 In consideration of the payment by the Member of the charges set out in clause ABHI agrees to provide the ABHI Support to the Member during the Term, on and subject to the terms of this agreement.

#### 3. The Member's obligations

- 3.1 The Member shall ensure that all of its personnel (including any third-party contractors):
- Only access those areas of the University of Texas that are comprised in the Dell Facility as advised by ABHI and/or the University of Texas, and do not enter any other area of the University of Texas
  - Comply with any requirements, conditions, policies and directives of the University of Texas as advised from time to time, and with good industry practice, in relation to the Member's use of the Dell Facility, including as to security, confidentiality, health and safety and environment
  - Execute any personal undertaking to the University of Texas in relation to the Member's use of the Dell Facility that is required by the University of Texas.

3.

#### 4. ABHI's charges

4.1 ABHI's charges for the provision of the ABHI Support on the terms of this agreement for the term are £12,000 plus VAT (the Charges).

4.2 The Charges are payable within the terms of ABHI's invoice, failing which ABHI may (without prejudice to any available remedy) terminate this agreement on notice to the Member.

4.3 An additional surcharge of £350 plus VAT is applicable for each individual participant attending an ABHI organised mission on behalf of a member. The surcharge is levied per person for each mission a member attends. (as per the Charges 4.2).

#### 5. Indemnity from Member and disputes

5.1 The Member shall indemnify ABHI on demand against all losses, claims, demands, liabilities, costs and expenses (including legal expenses) incurred or suffered by ABHI arising directly or indirectly from the acts and omissions of the Member, its employees, agents or contractors, including any breach of clause 3, in relation to this agreement. The limitations and exclusions of liability set out in clause 8 shall not apply to the liability of the Member under this clause 5.1.

5.2 ABHI shall give the Member notice in writing as soon as reasonably practicable after it becomes aware of any dispute between ABHI and the University of Texas arising out of the Member's use of the Dell Facility.

5.3 The Member shall deal with any disputes that arise between ABHI and the University of Texas arising out of the Member's use of the Dell Facility and shall control and pay in full for any litigation, arbitration, mediation, adjudication, expert determination or other dispute settlement procedure in which ABHI might be involved as a result of the Member's use of the Dell Facility, provided that ABHI gives to the Member written notice as required by clause 5.2 above, whereupon the Member shall be deemed to have sole authority to manage and settle such dispute.

#### 6. Confidentiality

6.1 Each party shall keep secret and treat as confidential all information obtained from the other which is either stated to be confidential or could reasonably be regarded as confidential (including the terms of this agreement) and shall not disclose such information to any person other than its employees, agents or sub-contractors where such disclosure is required for the performance of the receiving party's obligations under this agreement. No such information shall be used for any purpose other than the performance of the receiving party's obligations under this agreement. This clause shall not extend to information which was already in the lawful possession of a party prior to this agreement or which is already public knowledge or becomes so subsequently (other than as a result of a breach of this clause) or which is trivial or obvious. The obligations of confidentiality under this clause shall survive any termination of this agreement. The limitations and exclusions of liability set out in clause 8 shall not apply to the liability of either party under this clause 6.1.

6.2 Without prejudice to clause 6.1, the Member shall treat all information that it may obtain in relation to this agreement regarding the University of Texas, any Subscribers and any other third party (each a Third Party ) as confidential information within the terms of clause 6.1 and shall indemnify ABHI on demand for all losses, claims, demands, liabilities, costs and expenses (including legal expenses) incurred or suffered by ABHI as a result of any claim by any Third Party that the Member has breached this clause 6.2. The limitations and exclusions of liability set out in clause 8 shall not apply to the liability of the Member under this clause 6.2.

#### 7. Compliance with laws and policies

7.1 Each party shall at its own expense comply with all laws and regulations relating to its activities under this agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

#### 8. Limitation of liability

8.1 Nothing in this agreement shall limit or exclude the liability of either party for:

- Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable)
- Fraud or fraudulent misrepresentation or wilful default
- Any matter for which it would be unlawful to exclude or restrict liability.

8.2 Subject to clauses 5.1, 6 and 8.1:

- Neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), equity (including restitution), breach of statutory duty, or otherwise, for and indirect or consequential loss
- The total liability of either party to the other in respect of all loss or damage arising under or in connection with this agreement, whether in contract, tort (including negligence), equity (including restitution), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equal to ABHI's charges set out in clause 4.

8.3 ABHI shall not be responsible to the Member for any failure to perform its obligations under this agreement where there is a corresponding failure by the University of Texas to provide any aspect of the Dell Facility.

#### 9. Duration

9.1 This agreement shall start on the date of this agreement and shall continue until the end of the Term unless:

a. This agreement is terminated by one of the parties under clause 10.

If this agreement terminates under clause 9.1 (a):

- ABHI shall have no obligation to continue to provide any aspect of the ABHI Support
- ABHI shall refund to the Member on a pro rata basis the balance of the fees paid by the Member for the unexpired part of the Term at the date of termination.

#### b. Termination

10.1 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, either party may at any time terminate this agreement with immediate effect by giving written notice to the other party if the other party:

- Fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment

- Commits a material breach of any term of this agreement (other than failure to pay any amount due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so
- Is involved in any legal proceedings concerning its solvency, or ceases or suspends trading, or threatens to cease or suspend trading, or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary (other than for the purposes of an amalgamation or reconstruction), or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any analogous event occurs in any relevant jurisdiction.

**10.2** ABHI may terminate this agreement immediately by notice in writing if the Member is in breach of its compliance obligations under clause 7.

#### **11. Further assurance**

**11.1** At its own expense, each party shall and shall use all reasonable endeavours to procure that any necessary third party shall promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

#### **12. Counterparts**

**12.1** This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

#### **13. Third party rights**

**13.1** No one other than a party to this agreement, shall have any right to enforce any of its terms.

#### **14. No partnership or agency**

**14.1** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

**14.2** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

#### **15. Assignment**

**15.1** This agreement is personal to the parties, neither of whom may assign or sub-contract any of its rights and/or obligations under this agreement without the prior written consent of the other.

#### **16. Force majeure**

**16.1** Neither party shall be liable for any delay or default in performing any of its obligations if the delay or default results from events or circumstances outside its reasonable control, including any industrial dispute, act of God, fire, flood, earthquake, severe weather conditions, war or other hostilities, acts of terrorism, actions of governments or governmental agencies, riots or other civil commotions. The party affected shall use all reasonable endeavours to remove or overcome the cause of such force majeure as soon as practicable.

#### **17. Entire Agreement**

**17.1** This agreement constitutes the entire agreement between the parties concerning its subject matter, and supersedes any previous understanding or agreement, express or implied. Each party confirms that it has not relied upon any representation not recorded in this agreement inducing it to enter into this agreement. No variation of this agreement shall be valid unless it is in writing, refers specifically to this agreement and is signed by the authorised representatives of both parties on or after the date of this agreement.

#### **18. Waiver**

**18.1** No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

#### **19. Notices**

**19.1** Any notice given under this agreement shall be in writing and shall be delivered by hand or by commercial courier or by Royal Mail special delivery posted in the United Kingdom. In the case of commercial courier or Royal Mail special delivery, delivery shall be deemed to take place at the time recorded on the delivery receipt or, as the case may be, on receipt by the sender of a notice that the addressee has "gone away" or refused to take delivery or any notice having similar effect. Notices shall be delivered or posted to the addresses of the parties given above or to any other United Kingdom address notified in substitution on or after the date of this Agreement.

#### **20. Governing law**

**20.1** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### **21. Jurisdiction**

**21.1** Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of ABHI to take proceedings against the Member in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This agreement has been entered into on the date stated at the beginning of it.

## **Schedule**

### **1 Texas Health Catalyst**

Members have access to the support provided by the Dell Medical Schools 'Texas Health Catalyst, this is programme that brings together researchers, the healthcare community and business leaders for peer to peer learning. It includes events and functions organised by the Medical School, which you will have access to. You will also benefit from the networks provided by the Medical School and support from their faculty as well as inclusion in the Dell Medical School's clinical trials network with key partnerships including Seton Healthcare Ascension Health, Central Health and others.

## **Part 2: the ABHI Support**

### **2. ABHI Trade Mission Programme**

ABHI will provide members with the opportunity to participate in our dedicated and comprehensive trade mission programme in Texas. Members will be able for their staff (maximum of 1 members of staff on any one mission) to benefit from these intensive in market programmes run throughout the year. (Additional surcharges applicable acc ABHI charges 4.3)

Members are able to join any of the US missions that are organised during the term of the members participation in the ABHI US Accelerator as set out in this contract.

The aim of the missions is to help make introductions to a variety of healthcare institutions and systems across the State to help accelerate company growth in the market. A full programme of missions is available from ABHI.

### **3. ABHI Texas Support**

ABHI will support members throughout the duration of their involvement in the Innovation Hub providing access and introductions to our growing network across the state, which include hospital systems, KOL's, Clinicians and Professional Service providers and networks.

ABHI will also help to promote and raise the profile of members through a variety of platforms including events, marketing materials and PR campaigns run by ABHI in Texas and where appropriate in the UK.

**Signed by (print name)**

For and on behalf of ASSOCIATION OF BRITISH HEALTHTECH INDUSTRIES LIMITED

**Sign here**

**Signed by (print name)**

For and on behalf of (name of member company)

**Sign here**



**Association of British HealthTech Industries  
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W1W 6AN**

A company limited by guarantee.  
Registered in England no. 1469941. Registered office as above.

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