

## Application for Federal Assistance

**ID:** 3076127  
**Applicant Name:** AgLaunch Initiative  
**Project Title:** AgriX3  
**Project Period:** 11/01/2022 - 10/31/2025  
**Federal Funding Requested:** \$1,500,000.00  
**Non-Federal Funding Requested:** \$1,500,000.00  
**Fiscal Year of Funding Requested:** 2022  
**Federal Application Receipt Date:** 06/13/2022  
**Submitted for:** 2022 Build to Scale Program  
**Notice of Funding Opportunity Number:** EDA-HDQ-OIE-2022-2007288  
**CFDA Number:** 11.024

## Application Documents for Review

File Name	Description	Page
Form SF424A-V1.0.pdf	Budget Information - Non-Construction Programs from Grants.gov	2
Form CD511-V1.1.pdf	Certification Regarding Lobbying from Grants.gov	5
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ProjectNarrativeAttachments_1_2-Attachments-1242-2022 EDA B2S- Project Narrative, FINAL.pdf	Attachment from Grants.gov	7
AttachmentForm_1_2-ATT1-1235-2022-06-13 EDA Build to Scale Matching Fund Index Letters & Contracts.pdf	Attachment from Grants.gov	17
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# BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006  
Expiration Date: 02/28/2025

## SECTION A - BUDGET SUMMARY

Grant Program Function or Activity  (a)	Catalog of Federal Domestic Assistance Number  (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Build to Scale-Venture	11.024	\$	\$	\$ 1,500,000.00	\$ 1,500,000.00	\$ 3,000,000.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 1,500,000.00	\$ 1,500,000.00	\$ 3,000,000.00

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## SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Build to Scale-Venture				
<b>a. Personnel</b>	\$ 491,400.00	\$	\$	\$	\$ 491,400.00
<b>b. Fringe Benefits</b>	98,280.00				98,280.00
<b>c. Travel</b>	128,956.36				128,956.36
<b>d. Equipment</b>	30,000.00				30,000.00
<b>e. Supplies</b>	15,000.00				15,000.00
<b>f. Contractual</b>	600,000.00				600,000.00
<b>g. Construction</b>					
<b>h. Other</b>					
<b>i. Total Direct Charges (sum of 6a-6h)</b>	1,363,636.36				\$ 1,363,636.36
<b>j. Indirect Charges</b>	136,363.64				\$ 136,363.64
<b>k. TOTALS (sum of 6i and 6j)</b>	\$ 1,500,000.00	\$	\$	\$	\$ 1,500,000.00
<b>7. Program Income</b>	\$	\$	\$	\$	\$

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	Build to Scale-Venture	\$ 0.00	\$ 700,000.00	\$ 800,000.00	\$ 1,500,000.00
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$ 0.00	\$ 700,000.00	\$ 800,000.00	\$ 1,500,000.00

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 500,016.00	\$ 125,004.00	\$ 125,004.00	\$ 125,004.00	\$ 125,004.00
14. Non-Federal	\$ 500,016.00	125,004.00	125,004.00	125,004.00	125,004.00
15. TOTAL (sum of lines 13 and 14)	\$ 1,000,032.00	\$ 250,008.00	\$ 250,008.00	\$ 250,008.00	\$ 250,008.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
		(b)First	(c) Second	(d) Third	(e) Fourth
16.	Build to Scale-Venture	\$ 500,016.00	\$ 500,016.00	\$ 499,968.00	\$
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)		\$ 500,016.00	\$ 500,016.00	\$ 499,968.00	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges: 2,727,272.72	22. Indirect Charges: 272,727.28
23. Remarks:	



## CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, 'New Restrictions on Lobbying.' The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

## LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

## \* NAME OF APPLICANT

AgLaunch Initiative

## \* AWARD NUMBER

EDA-HDQ-OIE-2022-B2S

## \* PROJECT NAME

AgriX3 Innovation Platform

Prefix:

\* First Name:

Middle Name:

Peter

\* Last Name:

Nelson

Suffix:

\* Title: Executive Director

\* SIGNATURE:

Rebecca Kaufman

\* DATE:

06/13/2022

## 16. Congressional Districts

The **Delta Agricultural Innovation Cluster** includes the following Congressional Districts

### State of Arkansas

AR-001

AR-002

AR-004

### State of Kentucky

KY-001

### State of Mississippi

MS-001

MS-002

### State of Missouri

MO-008

### State of Tennessee

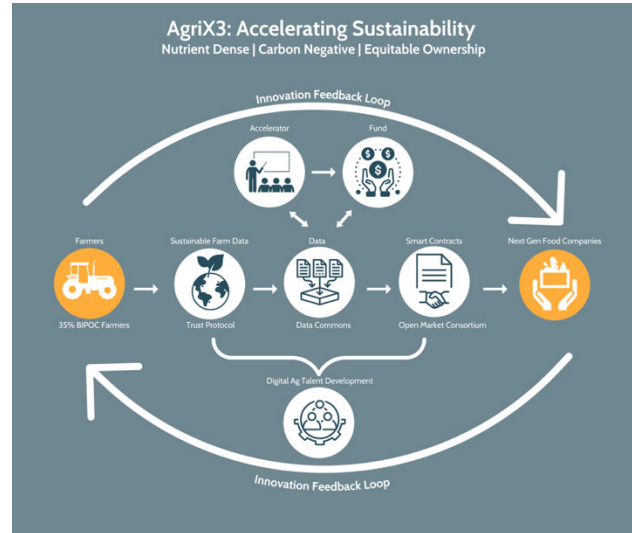
TN-007

TN-008

TN-009

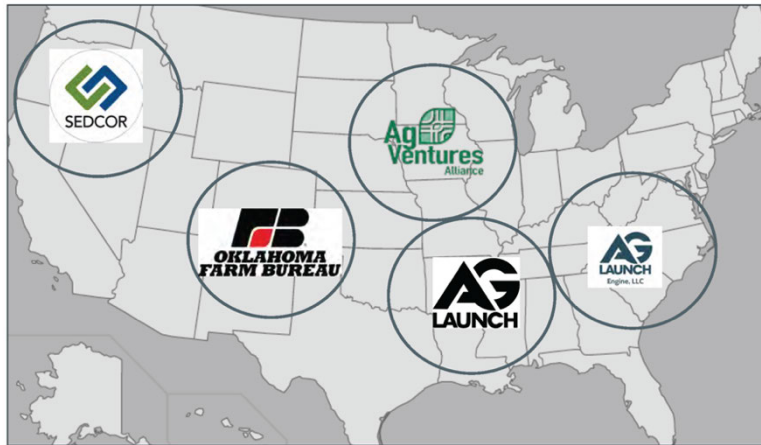
## Executive Summary

AgLaunch is seeking an EDA Build to Scale Venture-Scale Challenge investment of \$1.5 million to grow the infrastructure and technology created with previous EDA awards across four (4) additional key agricultural regions with existing partners and leverage and attract additional investment into those regions. **AgriX3** is a unique accelerator platform to propel the agricultural innovations of the future focused on augmented intelligence, autonomous farm equipment, biological pesticides, carbon remediation, sustainable metrics, and nutrient dense food. AgriX3 refers to the interrelated and aspirational goals of (1) nutrient dense food, (2) carbon negative farms, and (3) equitable ownership across the agrifood value chain. AgriX3 was created as the result of funding through EDA, as well as other federal, state, and philanthropic funders to scale the successful programs of AgLaunch by “tying all the pieces together” to get a compound network effect. AgLaunch portfolio companies have collectively raised a total of **\$80,207,626.00** of investment capital to date, and they have raised a total of **\$20,655,500.00** through grants and loans.<sup>1</sup>



## Location and Region (Primary Service Area)

The main service area for the proposed project is the 98-county Mid-South Delta region in Arkansas, Kentucky, Mississippi, Missouri, and Tennessee. This project will build around the existing Delta “founding” cluster and leverage the national regional cluster network to compound the efforts (Midwest, Southern Plains, Pacific Northwest, and Appalachia) of AgriX3 (List of counties attached).



## Project Description

AgLaunch envisions transformed regional food and agricultural economies centered around farmers, innovation, and equity. AgLaunch builds national networks of diverse farmers to envision, enable, and accelerate the farms of the future through incubating new startups, pioneering new methodologies, and commercializing value-added projects. Over the past five years, AgLaunch has built AgriX3, a platform in which innovations can be scaled through an

interregional network benefiting innovators and farmers with the goal of disrupting the agrifood value chain. The platform is focused on nutrient dense crops, carbon negative production, and equitable participation in the value chain and manages the risk associated with climate change like weather volatility and changing climate zones through a technology stack and implementation approach, like utilizing autonomous vehicles for cover crop applications and using biological pest and weed controls, among others.

<sup>1</sup> Since AgLaunch’s initial EDA i6 award, AgLaunch has supported 50 companies that have collectively raised \$48.9 million and employ 296 full and part-time employees.



Since its inception, AgLaunch has led the nation in strategically aligning partners, funders, farmers, and startups in building the farms of the future utilizing the AgriX3 platform. It has visualized and led the building, piloting, and scaling of key ecosystem components, particularly related to 1) venture capital through a new fund modeled after the successful \$31M Innova RBIC fund, 2) data aggregation and accessibility with the EDA-i6 funded Data Commons, 3) smart contracts and price transparency with the Open Market Consortium, and 4) customer discovery and validation through the Farmer Proof-of-Concept Network. This work has been supported by multiple government and philanthropic funders over the last five years.

AgLaunch has refined and grown its internal and external pipeline and recruitment efforts to attract the most cutting edge agtech startups in the world focused on sustainability, efficiencies, water management, responsible livestock production, and reduction of chemical uses. It has also established strong regional and inter-regional relationships with core partners in four additional important agricultural regions that are piloting innovations coming from the AgriX3 platform and utilizing the platform to begin incubating and accelerating innovation coming from those regions. Each region specializes in a key part of the ecosystem that will allow AgriX3 to connect into that area and scale across the country.

The *Delta region's* assets include substantial farmland and farming capabilities, multi-modal logistics, processing, financing, commodity production, storage, and food processing assets and expertise while sitting alongside hundreds of food and beverage manufacturing companies in the Memphis MSA region without being encumbered by traditional incumbent multi-national companies that tend to direct innovation and investment approaches in regions. The Delta has all the foundational elements without the burden of entrenched bureaucracy, thus creating a multi-billion-dollar canvas to launch the next innovations in agriculture. The region has seen aligned innovation and capacity being built with announcements like Ford's \$5.6 billion production facility location in west Tennessee to build the electric F-150, a popular farm vehicle which also brings enhanced technical capabilities, battery technology, automation and advance controls, expanding workforce programs, and infrastructure. The University of Memphis also received Carnegie R1 research designation as a top-tier research institute and has expanded programs related to agtech, robotics, and drones providing more capacity in those areas that are going to be critical for the industry moving forward.

The other connected regions that are part of the AgLaunch network have different but complementary assets and opportunities, with the same guiding principles driving their work - analysis, strategy, implementation of climate smart and nutrient dense foods, and farmer-centered innovation.

The *Pacific Northwest Region*, currently comprised of the three counties in the Willamette Valley of Oregon served by Strategic Economic Development Corporation (SEDCOR), is producing 170 different crops with local processing around specialty and niche crops because of a strong understanding of the microclimate and vertical integration opportunities that exist around crops and opportunities like nurseries, a meadowfoam cooperative, niche seed companies, grass seed and cover crop seed producers, hazelnuts, hops, and other crops. The economic development opportunity includes food processing, advanced manufacturing, warehousing, distribution, technology, and tourism. Connecting those farmers into the greater AgLaunch Farmer Network only strengthens those opportunities by being able to ground truth technology and contribute to data aggregation and smart contracting platforms.

The *Lower Plains* region is prime for piloting and researching regenerative grazing practices given the livestock production and cattle ranching done in the area. Key research institutions like Noble Research Institute are working to "achieve regenerative land stewardship in grazing animal production with lasting producer profitability." Noble is working to ensure that farmers have the tools to adopt regenerative practices. Coupled with university and state partners to accelerate technologies and workforce development in the area make the Lower Plains a strategic region to scale AgriX3.

The *Midwest* represents some of the more traditional row crop and pork production in the country and allows startup companies to test technology on crops that would allow for the largest company scale and

growth. The Midwest farmer's rich history of being innovative and proactive about new markets and ownership, particularly related to ethanol production, is essential for entrepreneurs. Key partners in the Midwest, AgVentures Alliance is also a farmer-owned coop with the largest rural New Market Tax Credit allocation in the country.

In contrast to the MS Delta region, the *Appalachian region* has smaller farms, often hilly and in small plots. The region produces a variety of specialty crops, cattle, forestry products and a range of other niche products. Reliance on an agricultural and food system that is focused on commodity production has come at a steep cost to farmers as trade pressures and declining global commodity prices have undercut revenue, driving farm bankruptcies to levels not seen in a decade. This issue is specifically pertinent to the Appalachian region which already has the deck stacked against farmers from the perspective of geography and market access.

AgLaunch and its partners are working to solve the problem of nonstrategic investment and commercialization alignment for technologies critical to supply of healthy foods within the United States. To date investment has been focused on technologies without a good understanding of the industry as a whole and without regard to true disruption to the status quo and forward thinking about the availability to grow real healthy ingredients and food. AgLaunch has created all the necessary pieces to build and scale innovations through the AgriX3 platform. The Farmer Network, LLC, a progressive, connected, and innovative network of farmers, with the help of a supportive ecosystem, is focused on, and has been, accelerating strategic and interrelated tech areas like (1) Flexible, appropriately-scaled autonomous farm machinery and equipment (Startup examples: Earthsense, Salin247, Rantizo); (2) Biological-based treatments and techniques or weeds and pests, as biology-based soil amendments and fertilizers (Startup examples: Holganix, Innatrix, Lepidext, and Phinite); (3) Business models to support innovation in regenerative agriculture include carbon and ecosystem markets and soil health (Startup examples: Nori, ReEnvision Ag, Continuum Ag, Susterre).

AgriX3 and AgLaunch's overall body of work support multiple EDA investment priorities.

**Equity:** AgLaunch's work is centered around a group of innovative farmers developing and creating the emerging opportunities in the ag industry as it is experiencing substantial changes. Because of the historical nature of exploitation and discrimination, most Black farmers have been intentionally left out of any opportunity to participate in organized innovation efforts. AgLaunch and its partners are committed to guaranteeing that is not the case for the Farmer Network, LLC. As the Network scales and grows, AgLaunch will maintain its at least 35% BIPOC membership percentage. This is not just key to ensuring that diversity, equity, and inclusion goals are met but because diversity of thought and experience will be the key factor in building and accelerating the best new technology in the industry. To guarantee that the jobs of the future that require computer science degrees and coding skills are filled with young, diverse talent, early exposure to the opportunity that agriculture presents must be intentional. With The Seam and CodeCrew, AgLaunch will be forming a spin-off company to do just that and to provide additional training to place qualified minority coders and computer scientists in positions with ag companies.

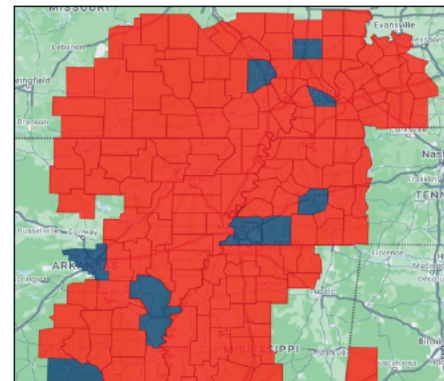
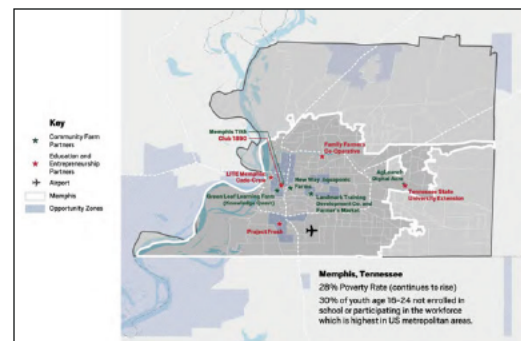


Figure 1 (above): From Delta Regional Authority, red counties denote distressed counties in the Delta Cluster region. Figure 2 (below): From Mass Economics, map of Memphis MSA, Shelby County, TN.





The primary service area covers a large part of the Mississippi Delta, a chronically underserved area with more than one in five people in the Delta living in poverty. AgLaunch is actively connecting new food processing opportunities with the existing, underutilized capacity in Memphis and other underserved urban areas, and this business development and market pull is crucial to the long-term viability of the opportunity.

**Recovery & Resilience:** The Memphis region's agrifood sector is critically important and has been heavily affected by COVID-19, further exposing serious vulnerabilities in the current farm-to-consumer supply chain. Regional strategic planning<sup>2</sup> and an international convening on Resilient Agriculture<sup>3</sup> cohosted with Foundation for Food and Agriculture Research pinpointed the following issues in the Memphis region: disconnect between regional farm production and existing food/beverage manufacturing capacity; unfocused crop diversification pipeline; need for innovation to solve labor and price transparency issues; and lack of healthy food access in this high-poverty region. Memphis, Tennessee and the surrounding region is globally known for supply chain logistics and is in the top ten in food and beverage manufacturing capacity in the United States. The region has over 250 agrifood companies, but the agricultural production assets are decoupled from the food and beverage manufacturing capabilities. Unprocessed commodities are shipped out in raw form and processed ingredients are imported back into the region. Research suggests that farm-level shifts to new product mixes are more likely to produce profits when they are part of a broader regional transformation that supports creation of new market channels and infrastructure support. From the food and beverage perspective, the lack of a consistent strategy to supply a health supply of diverse agricultural crops and ingredients further stifles the ability to innovate new food products and business models. The continued ramifications from a slavery-based economic system, and the chronic poverty this has birthed in both the urban and rural areas, compounds the problems and further creates a culture that has yet to realize its full potential in a global food and agriculture economy. The Covid-19 pandemic exposes the need for the work that AgLaunch does to support farmers and small businesses to grow a more resilient and sustainable agriculture system for the future. AgLaunch's programs will re-imagine, re-invigorate, and scale key segments of the agrifood supply chain by: connecting a diverse group of urban and rural farmers to each other and to a portfolio of unique value-creation tools leveraging farm data, startup engagement, market transparency, and investment network; prove and scale robotic solutions to lower labor-related barriers to specialty crop introduction using AgLaunch's accelerator model; and instigate a focused process of crop identification, field trials, and scaling a diverse regional cropping system with vertically integrated local processing and direct-to-consumer models.

**Workforce Development:** The AgTech sector continues to attract [billions of dollars](#) in investments annually. As more startup companies develop innovations aimed at creating disruptions within all levels of agriculture, specifically as a reaction to the supply chain as exposed through the pandemic, technology solutions are poised to be accepted from more than just traditional agricultural and large food companies. Because of the competitive landscape of ag tech open positions, fewer and fewer companies are requiring relocation of employees. Many ag companies contract software development to different countries such as Mexico, Egypt, and India. Working with local talent would require less translation and easy access to on site interviews with farmers. AgLaunch, CodeCrew and The Seam would create a company that employs Memphis-based junior software developers along with other software engineer levels of expertise that have an agriculture domain knowledge with a diverse set of talent to contract out for different agtech projects.

**Technology-Based Economic Development:** To date, AgLaunch has accelerated the creation and growth of more than four dozen AgTech startup companies, facilitated the development of a \$31 million early-stage venture capital fund, stimulated the development of regional strategic planning, and created a network of farmers who are actively incubating new technologies in a unique private/public model. AgLaunch portfolio companies have collectively raised a total of **\$80,207,626.00** of investment capital to date, and they have raised a total of **\$20,655,500.00** through grants and loans. As of March 2022, AgLaunch portfolio

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<sup>2</sup> Innovating Food and Agriculture in the Mid-South Delta: A Transformative Opportunity for the Region 2017 KK&P and MassEconomics

<sup>3</sup> Resilient Agriculture for the 21<sup>st</sup> Century 2017 <https://foundationforfood.org/events/resilient-agriculture-for-the-21st-century-crop-diversity-nutrition-and-cropping-systems/>

companies employed **296** full- and part-time paid employees, including 70 minorities, 91 women, and 7 veterans. The median wage at an AgLaunch portfolio company is **\$65,102.12** a year.

AgLaunch has directly raised **\$4,500,000** to fund projects that are benefiting the ecosystem and has launched or expanded the following initiatives building off the Cluster work:

- Created a new entity in partnership with Ag Ventures Alliance for our farmers to share risk and reward of upside opportunities in incubating new agtech companies
- Worked with Wells Fargo and other funders to create AgriSoulFood as a Technical Assistance and support mechanism for BIPOC farmers and small businesses in the sector
- Launched a Regenerative Ag Fund Pilot project working with National Black Grower Council members and a local funder
- Supported other clusters and regional ecosystems across the country to leverage a national network and exchange best practices.

**Environmentally Sustainable Development:** Sustainable and regenerative farms are a strategic imperative needed to address climate change and to grow healthy food for the 3.5 billion people who are currently vulnerable due to volatile weather patterns. Accelerating the adoption of regenerative agricultural



practices like no-till, cover crops, water management, and reducing chemicals is slow to take hold on farms because farmers have been left out the process of creating solutions. AgLaunch is changing this paradigm by ensuring that farmers are at the center of the

development and acceleration of the cutting-edge technologies that will usher in regenerative farming practices. Farmers should own their future and drive meaningful change. Through the Farmer Network and the AgLaunch acceleration process, startups can use data and access to farmers to build solutions addressing the climate crisis. AgLaunch's portfolio companies and pilot projects are already working to scale regenerative farming practices, increase soil health and matter, reduce soil loss and compaction, manage water use, and reduce the need for fertilizers and chemicals.

### **Key Personnel**

The AgLaunch team is comprised of thought leaders with complementary and overlapping skills sets who will provide oversight, technical assistance, and strategic alignment internally and externally, as well as ensuring final deliverables are met. The project team leads will manage employees and oversee the day-to-day deliverables of the grant and the resulting opportunities created from the work.

Pete Nelson, the Executive Director at AgLaunch will serve as Project Director providing oversight to the team, while leading the design effort for the overarching initiative. Rebecca Kaufman, Senior Director, will oversee subcontractor agreements, manage relationships with regional stakeholders, and ensure alignment with other AgLaunch projects and grants. Kelly Bumpus, Soil and Data Specialist will oversee contractors and the scaling of Data Commons (EDA i6 project) and Open Market Consortium, ensuring those tech platforms are integrated into on-farm trials and portfolio startups. Margaret Oldham, Director of Entrepreneurship, will oversee the startup activities and provide investment expertise, oversee deal flow, and on-farm trial deployment, as well as collaborate with Ag Ventures Alliance on angel investor education and coordination. Sarah Varble, Entrepreneurial Program Lead (33% FTE) will manage the entire process



of recruitment, screening, offer letters, schedule coordination, related events, and all other aspects of running the accelerator events. Administrative support will be provided by Brandi Rinks, Operations Coordinator at 33% FTE.

### ***Essential Partners***

*Ag Ventures Alliance (AgVA)* – AgVA is an Iowa-based farmer cooperative with more than 300 members dedicated to advancing farm opportunities through investment and innovation. AgVA invests venture capital in agricultural startup companies, deploys field trials in Iowa with AgLaunch to extend the network into other growing conditions, and is leading the development of Countryside Angels, an angel investor network focused on farmers. AgVA's wholly owned subsidiary Rural Development Partners is the largest rural and agricultural focused New Market Tax Credit allocation entity in the US.

*National Black Growers Council (NBGC)* – NBGC's mission is to improve the efficiency, productivity and sustainability of black row crop farmers. NBGC's board of directors consists of 12 operating farmers in 11 southern states from Virginia to Texas and collectively farm nearly 60,000 acres of row crops. NBGC farmers are actively engaged in AgLaunch farmer trials.

*The Seam* is a 20-year technology company based in Memphis, TN focused exclusively on the food and agriculture space. With electronic platforms powering the U.S. Cotton Trust Protocol for agriculture sustainability, online trading and commodities management, The Seam continues to advance into other crops and with emerging distributed ledger technologies providing traceability and transparency. The Seam collaborates with AgLaunch for regional impact and implementation of these initiatives and more

*SEDCOR* is the lead economic development entity for Oregon's Mid-Willamette Valley. Our organization leverages strong public and private partnerships to successfully retain, grow and attract high value traded sector jobs and capital investment to Marion, Polk and Yamhill counties, while providing member services that support business success. Seated in the heart of one of the nation's richest and diverse agricultural regions, SEDCOR recognizes that our natural resource base is the heart of an economy that includes food processing, advanced manufacturing, warehousing, distribution, technology, and tourism. That recognition has strengthened SEDCOR's commitment to supporting agriculture and businesses that add value to what we grow in the region.

*CodeCrew* is changing Memphis with programs that focus on ensuring that students are taught the principles of information and computation, how digital systems work, and they learn how to put this knowledge to use through programming and software development concepts. CodeCrew programming includes summer camps, after school programs, in-school electives classes, internships and special events. Since May 2015, they have taught more than 2,000 students to code through our summer camps, after school programs, in-school electives, and special events. Of the 500 kids they serve weekly, 91% are black and latinx youth, 41% are girls who code, and overall, 89% of our students are more likely to study computer science.

*Oklahoma Farm Bureau* is a grassroots organization that gives a voice to Oklahoma's farmers, ranchers and rural communities. Directed and guided by Oklahoma farmers and ranchers, Oklahoma Farm Bureau advocates for their state's agriculturalists in rural communities. As Oklahoma's largest general farm organization with members in all 77 counties represented by 77 county Farm Bureaus, its work and efforts span all of agriculture as it works to ensure Oklahoma's farmers and ranchers can focus on what they do best: growing and raising the most affordable, safe and abundant food in the world.

### ***Outreach and Engagement Plan***

To publicize the AgriX3 activities, as well as provide good information on best practices and key lessons learned, AgLaunch will leverage multiple channels to provide access to as many stakeholders as possible, targeting potential participants in the Primary Target Region and partnering regions.

*Primary Target Region* – AgLaunch has long-standing relationships with multiple organizations that will convene events, as well engage with and promote AgLaunch programs and objectives within their networks.





These include university extension programs; Small Business Development Centers and other entrepreneur support organizations; Planning and Development Districts; multiple farm organizations; state and federal government agencies; and private sector partners. These same relationships are developing across the five related and connected regions through and with partners in those areas and the AgLaunch regional team.

*Regional Cluster Outreach* – AgLaunch leads an SBA Regional Innovation Cluster (RIC) and coordinates with the other RICs across the United States. AgLaunch is also a channel partner with National Renewable Energy Laboratory and Wells Fargo IN2 program which has nodes across the United States. These and additional networks created through Farm Bureau, various accelerator programs, venture capital firms, philanthropy and others are fully apprised on the AgriX3 program and will be mobilized to connect deal flow, market opportunity, innovation frameworks, and best practices.

*National Farm Outreach* – AgLaunch has an MOU with Farm Journal for preferential access to the suite of Farm Journal media outlets which include television, radio, print magazines, website, events, and industry initiatives. Additionally, AgLaunch will recruit more farmers into the Farmer Network by 1) referrals from other network members, 2) regional/state public recruitment meetings, and 3) partner organizations like National Black Growers Council, Farm Bureau, Ag Ventures Alliance, and SEDCOR.

### **Scope of Work**

The EDA Build to Scale-Venture Scale grant will fund 50% of the total \$3 million budget for AgriX3.

## **1. SCALE THE TECH INFRASTRUCTURE: \$1,250,000 total**

### **a. Scale Data Commons and Utilize Trust Protocol**

The Data Commons, developed as a proof of concept and piloted as part of AgLaunch's EDA i6 award, is a framework for collecting and housing farm-level and trial-specific data for ease of use for startups and farmers. As part of this grant, all Farmer Network members will be contributing data to the Data Commons at some level, ranging from one on-farm trial results to entire farm operations data. These farmers and startups will be utilizing the Trust Protocol framework working with small farm sensors. All Farmer Network members will have access to a farmer facing website, the Farmer's Toolbox in order to access their farmer network associated information, notifications, farm trial calendar, as well as to upload structured farm data regardless of format like boundaries, soil samples, Comet Farm or NRCS eligible interventions, along with unstructured farm data like farm trial data from experimental companies and products and images into the Data Commons. The Data Commons is an ontology model to process and "tag" all structured data. Through iterative development, unstructured data will be added and processed into the Data Commons. As our farmer network grows, we anticipate the farmer's toolbox to be a critical piece to enable scale of communication and data collection.

### **b. Scale Open Market Consortium**

The Open Market Consortium (OMC) was created from a [\\$2 million Foundation for Food and Agriculture Research](#) grant with 1:1 Match from us and our partners: The Seam, Mississippi State University, Tennessee State University, and The Wallace Center at Winrock International. The pilot program simulates how a smart contract would enable a buyer and seller to market and solicit crops and products with differentiating attributes, like source of origin, nutritional quality, and sustainable growing practices. The pilot project will inform companies on how to implement a smart-contract system in a way that protects proprietary data about a specific product while sharing aggregating analytics to bring more visibility and collaboration to food hubs, and ultimately smallholder farmers. The next evolution of the OMC would be to enable payments to the individual farmer via a foodhub or food aggregator as well as to create access to capital for quicker payments from the buyers to supplement their accounting system payment terms. The Farmer Network LLC members would have farm data within the Data Commons to support any marketplace or enterprise resource planning (ERP) system that has a smart contract integrated. Through an integration or data transfer option, AgLaunch will provide any supporting data needed to prove any sustainability attribute

to market their crops. The Seam also has a marketplace to implement the smart contract to not only further provide a traceability option but to enable an attribute for all their crop transactions.

**c. Create new entity for workforce & entrepreneurial coding/computer science**

The need for experienced software developers, software engineers, architects, designers, and product management are overwhelming in the current agtech landscape. From academia to startups, the amount of job listings citing software development and agriculture domain knowledge has increased drastically over the last five years. The Venn Diagram of both experienced software developers and employees with rural, farming experience have little to no overlap. Usually, a junior software developer is hired at the lower end of a salary range because of a 4–6-month training period required for the developer to begin to be effective at their job. However, if the junior software developer has gone through a bootcamp with a reputable agriculture domain emphasis or focus, an employer is more likely to pay at the top end of the salary range. This difference typically equates to be \$18k-20k of additional annual salary. At the Engineer III or Architect level, this salary difference could be \$50k-80k. Because of the competitive landscape of ag tech open positions, fewer and fewer companies are requiring relocation of employees enabling more Memphis-based employees to have more opportunities and competitive salaries. AgLaunch, CodeCrew and The Seam would create a company to employ Memphis-based software developers with a diverse set of talent, from designers to architects, to contract out for different projects across the ag tech industry including to AgLaunch's internal innovation and AgLaunch portfolio startups.

**2. SCALE THE FARM-CENTRIC ACCELERATOR MODEL: \$1,250,000 total budget**

**a. Grow AgLaunch Farmers LLC.**

The Farmer Network, LLC is made up of early-adopter and innovative farmers willing to de-risk cutting edge technology and who own parts of the ventures they are investing time, expertise, and data in. Currently, there are 36 members with 38% of membership being made up of BIPOC farmers. Over the life of this grant, AgLaunch and its partners will recruit and onboard an additional 64 members, being intentional to maintain at least a 35% BIPOC representation. New farmer network members will come from the five target regions: MS Delta (counties in AR, KY LA, MO, MS, **TN**); Southern Plains (**OK**, and counties in KS & TX); Pacific Northwest (counties in **OR**); Southern Appalachia (counties in AL, GA, KY, NC, SC, **TN**, VA); and Midwest (**IA** and counties in MN). The expanded network allows for the deployment of additional on-farm trials across the regions, leading to increased data collection and sustainability measurements. AgLaunch has applied for additional funding to cover the cost of on-farm trials, pilot regenerative practices, and data support and measurement from the Climate Smart Commodities program.

**b. Accelerate promising startup companies through AgLaunch365 to Series A fundraise**

AgLaunch's unique multi-phased program AgLaunch365 offers a path to accelerate product and business development through farmer engagement. AgLaunch365 focuses on technologies that address farmer needs and accelerate solutions to critical issues within agriculture particularly in row crops and livestock, but also expanding into small-scale vegetable production and indoor agriculture. The model starts with the AgLaunch365 Challenge Week, continues with the AgLaunch365 Accelerator, and ends with an on-farm trial pathway with Farmer Network members serving on the selection committee, mentors, experts, and partners along the way. AgLaunch365 operates over a 12-month period, ramping towards three years of on-farm trials with the AgLaunch Farmer Network in the MidSouth, Iowa, Oregon and Oklahoma.

**3. SCALE REGIONAL CLUSTER CONNECTIVITY: \$500,000 total budget**

Regional Innovation Clusters are generally geographically concentrated groups of interconnected businesses, suppliers, service providers and related institutions in an industry that drive innovation, job creation and help grow the economy. AgLaunch is the designated leader of the Mid-South Delta Regional Innovation Cluster which is focused on agrifood innovation and is supported by additional funding from SBA, EDA, and USDA. The mandate of this work is to bring together the industry to drive more innovative

companies and farming practices, while sharing this work with other regions that might benefit. Being funded by SBA and EDA gives AgLaunch and our region a huge network of other organizations that are leading clusters in industries including optics, biomedical, nanotechnology, etc.

In addition to running AgLaunch's core programs, AgLaunch provides connectivity and regional coordination through its national innovation network focused on regional strengths. The members of the network are leads from each of the targeted regions. Collectively, these organizations are working together to replicate the AgriX3 model in each region by:

- Building a national network of farmers to help trial proof-of-concept agtech solutions;
- Creating new market opportunities for locally produced crops and livestock;
- Attracting and deploying capital in the agricultural and food value-chain by working with aligned stakeholders; and
- Replicating entrepreneurship programming best practices and events while streamlining the path to market for new innovations across multiple farm-types and geographies.

AgLaunch is currently supporting organizations and funders in multiple states to develop more funding, support entrepreneurs, and expand the farmer network. In general, AgLaunch is offering open-source access to our key learnings, eventually software, and processes, while expecting partners to find ways to collaborate and most importantly connect the right farmers and innovators into the AgLaunch Farmer Network. Scaling this inter-regional work would ensure that best practices, processes, technology, deal flow, and new opportunities are shared between the regions, which will be done through regular quarterly calls, an annual meeting of each region's steering committee members, and engaging key on-the-ground partners like each state's department of agriculture, state economic commission, entrepreneur support organizations, and other farmer groups. This work is being augmented by non-match, federal funds through the Small Business Administration.

### **TIMELINE & ANTICIPATED OUTCOMES**

<b>PROPOSED TIMELINE</b>		Year 1 Q1 & Q2	Year 1 Q3 & Q4	Year 2 Q1 & Q2	Year 2 Q3 & Q4	Year 3 Q1 & Q2	Year 3 Q3 & Q4
Stakeholder Kickoff with Key Partners							
<b>Scale Tech Infrastructure</b>							
1. Scale Data Commons and Utilize Trust Protocol	50% of Farmer Network members onboarded						
	100% of Farmer Network members onboarded						
2. Scale Open Market Consortium	5 pilot projects utilizing Open Market Consortium						
	10 cumulative pilot projects utilizing Open Market Consortium						
3. Create new entity for workforce & entrepreneurial spinoffs for coding/computer science	Formal creation of new entity						
	Agtech computer science track curriculum developed						
	First agtech computer science cohort onboarded and trained						
<b>Scale Farm-Centric Accelerator Model</b>							
4. Grow AgLaunch Farmers LLC. to 100 members with 35% BIPOC members	Host public recruitment meetings in each target region						
	Screen, review, and onboard potential Farmer Network members						
	Host quarterly Farmer Network						

	meetings and one annual gathering						
5. Accelerate promising startup companies through AgLaunch365 to Series A fundraise.	Recruit and organize at least 24 promising agtech companies into most effective AgLaunch accelerator programming						
	Deploy on-farm field trials with at least 80% of new startup companies in the portfolio						
	Support a Series A raise with new startup portfolio companies						
<b>Scale Regional Cluster Connectivity</b>							
6. Ensure that best practices, processes, technology, deal flow etc. is shared between the regions.	Host bi-monthly cluster meeting among lead partners						
	Identify and engage with stakeholders in each region including state departments of agriculture, economic development agencies, startup support organizations, among others						
	Identify three potential inter-regional collaborations						
	Host annual regional steering committee member meeting						

### Anticipated Outcomes

AgLaunch will report to EDA standard metrics related to job creation, capital raised, and mentor engagement in the program. In addition, for AgriX3, AgLaunch is targeting these specific outcomes:

- All Farmer Network members will be contributing data to the Data Commons. These farmers and startups will be utilizing the Trust Protocol framework to measure sustainability
- 10 farmers and pilot projects utilizing the Open Market Consortium smart contract tool
- Graduates of ag tech programming bootcamp will have 100% job placement (3-5 graduates) and initial salaries +20% compared to non ag-tech graduates. After three years, 50% of graduates will have remote or Memphis located employment.
- AgLaunch and its partners will recruit and onboard an additional 64 members into the Farmer Network from the 5 target regions, being intentional to recruit and maintain at least a 35% BIPOC representation.
- AgLaunch will target 12 pre-seed companies annually into the 2-year program with access to accelerator programming, investor network & angel fund, on-farm trials, farm-level data through the Data Commons, and mentor support with at least \$100,000 venture capital investment into each startup that completes the Accelerator.
- At least 15% growth annually for the three year project of investment dollars raised by startups and jobs created.

Currently, AgLaunch is utilizing a database program called Airtable to collect and track metrics over time from the startups and small businesses it supports, as well as tracking and onboarding Farmer Network members and on-farm trials. AgLaunch has already shown that the projects developed from previous EDA grants have value and are ready to scale to other regions. These projects will have a lifecycle well beyond the grant period through finding additional funding and earned income opportunities. The AgriX3 model includes a new Rural Business Innovation Corporation venture capital fund, a \$30 million early-stage venture firm being created by AgLaunch, AgVA, and OK Farm Bureau leveraging farmer network data and insights toward better pre-seed investments leading to investor and farmer benefits, with nominal returns going back into supporting the AgriX3 model. Additionally, AgLaunch is pursuing funding from USDA Climate Smart to fund on-farm field trials, food and market connections. The acceleration of this work is dependent on these additional pieces of ecosystem funding, but the work is not dependent on them.



### **MATCHING FUND DOCUMENTATION**

- LaunchTN: \$250,000
- Oklahoma Farm Bureau: \$450,000
- Poplar Foundation: \$400,000
- Foundation for Food and Ag Research: \$400,000



June 9, 2022

Eric Smith, Director  
Office of Innovation and Entrepreneurship  
Economic Development Agency  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

Re: AgriX3 Innovation Platform: EDA-HDQ-OIE-2022-B2S

Dear Mr. Smith:

Please accept this letter from LaunchTN in strong support of AgLaunch's AgriX3 Innovation Platform. AgLaunch is building this platform from the knowledge and experience gained because of its current EDA i6 and SPRINT funding. AgriX3's purpose is to improve the national landscape for agricultural innovation commercialization in the areas of biopesticides, autonomous farm equipment, and distributed ledger-based market opportunities. AgriX3's unique farmer network strategy involves the end-user at the beginning of innovation commercialization allowing for dynamic product and systems development in the agrifood and business supply chain. AgLaunch's niche strategy and platform involves 15 states and 5 regions across the nation. The platform focuses on data-driven farmer centered innovation and on-farm technology incubation.

The AgriX3 Innovation Platform is an exciting expansion of AgLaunch's work and significant regional planning for food and agriculture businesses. The initiative provides business support to farmers and innovative ag-tech companies, access to private capital and government support, digital tools for startup growth and support, and access to new markets for small farmers.

LaunchTN is a public-private partnership with a vision to make Tennessee the most startup-friendly state in the nation. We empower Network Partners and other stakeholders by making resources accessible to activate sustainable economic growth in Tennessee. Our aim is to stimulate the statewide economy by facilitating capital formation, market building and nurturing Tennessee's entrepreneurial ecosystem. As part of this project LaunchTN will be providing \$250,000 in matching funds to AgLaunch during the three-year period to support the expansion of the entrepreneurial programming and mentoring opportunities.

Having worked with AgLaunch on key local and regional projects, LaunchTN is fully supportive of the AgriX3 effort and will align strategic initiatives, networks, and convenings to help leverage the EDA investment into near-term and long-term benefit to the regional agrifood innovation clusters to further support Tennessee entrepreneurs.

Sincerely,

A handwritten signature in black ink, appearing to read "L Cox", is written over the printed name of Lindsey Cox.

Lindsey Cox, CEO  
LaunchTN

1323 6th Ave. N. | Nashville, TN 37208  
[www.launchtn.org](http://www.launchtn.org)



June 9, 2022

Emily Miller, Director (acting)  
Office of Innovation and Entrepreneurship  
Economic Development Agency  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

*Re: AgriX3 Innovation Platform: EDA-HDQ-OIE-2022-B2S*

Dear Ms. Miller:

Please accept this letter from the Oklahoma Farm Bureau, Inc. (OKFB) in strong support of AgLaunch's AgriX3 Innovation Platform. AgLaunch is building this platform from the knowledge and experience gained because of its current EDA i6 and SPRINT funding. AgriX3's purpose is to improve the national landscape for agricultural innovation commercialization in the areas of biopesticides, autonomous farm equipment, and distributed ledger-based market opportunities. AgriX3's unique farmer network strategy involves the end-user at the beginning of innovation commercialization allowing for dynamic product and systems development in the agrifood and business supply chain. AgLaunch's niche strategy and platform involves 15 states and 5 regions across the nation. The platform focuses on data-driven farmer centered innovation and on-farm technology incubation.

The AgriX3 Innovation Platform is an exciting expansion of AgLaunch's work and significant regional planning for food and agriculture businesses. The initiative provides business support to farmers and innovative ag-tech companies, access to private capital and government support, digital tools for startup growth and support, and access to new markets for small farmers. Oklahoma Farm Bureau, Inc. is proud to join AgLaunch in their expansion into new regions, specifically the Lower Plains region.

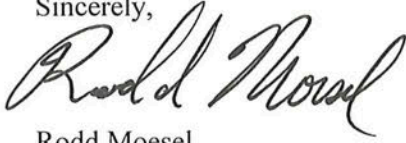
The Oklahoma Farm Bureau, Inc. first learned of the AgLaunch mission over two years ago and is excited to partner in the expanding network of farmers and innovators. The Oklahoma Farm Bureau, Inc. is the largest general farm organization in the State of Oklahoma representing over 80,000 members. With offices in all 77 counties, Oklahoma Farm Bureau, Inc. is a grassroots organization which supports the agriculture community and improves the lives of Oklahomans.

Recently, through a partnership with AgLaunch, Oklahoma Farm Bureau, Inc. was awarded a grant from the Oklahoma Department of Commerce to develop an accelerator for agricultural and rural businesses across the State of Oklahoma. As part of this project Oklahoma Farm Bureau, Inc. will be providing \$300K in matching funds to AgLaunch during the three-year period, as well as \$150K in the form of in-kind services. In addition to this accelerator project, OKFB, AgLaunch, and Ag Ventures Alliance are establishing a USDA certified Rural Business Investment Company. Oklahoma Farm Bureau and its in-state partners are establishing the monetary basis for the RBIC application process. The RBIC will allow for needed investments in agricultural and rural innovations across the country.

The strategic alliance with AgLaunch allows Oklahoma Farm Bureau, Inc. to further its mission of serving and bettering the lives of agriculturalists and rural Oklahomans. OKFB is fully supportive of the AgriX3 effort and will align strategic initiatives, networks, and convenings to leverage the EDA investment into near-term and long-term benefits to the regional agrifood innovation clusters.

Please contact the Oklahoma Farm Bureau, Inc. Economic Development Coordinator, Megan Fanning at 405-523-2344 with any questions regarding our support of the AgLaunch AgriX3 Innovation Platform.

Sincerely,

A handwritten signature in cursive script, reading "Rodd Moesel".

Rodd Moesel  
President

A handwritten signature in cursive script, reading "Thad Doye".

Thad Doye  
Executive Director





April 23, 2021

**PRIVATE & CONFIDENTIAL**

Dallas Geer  
Investor/Client  
C/O Poplar Foundation  
1350 Concourse Ave #387  
Memphis, TN 38104

Dear Mr. Geer,

This Engagement Agreement ("Agreement") will set forth our understanding concerning: (1) the scope of services that AgLaunch Initiative, a 501c3 nonprofit organization ("AgLaunch") will provide to Investor/Client/Poplar ("Client") and (2) the financial and other arrangements between us.

**Background**

Client would like to understand the emerging regenerative agriculture landscape to determine if there is opportunity for investment and/or other financial vehicles that would stimulate transition and enable farmers to implement more sustainable agricultural production practices, like utilizing cover crops, no-till, and organic. There is significant activity and attention being given to this topic, particularly related to carbon capture and its impact on climate change reversal efforts. This is accelerating at the federal level under the Biden administration, while the overall interest in sustainability in agriculture continues to grow. As many people work toward answering the same questions about the impact of sustainable and regenerative farming practices, there is a tremendous amount of information, speculation, and confusion in the industry. In particular southern agriculture, with its warm and humid climate that produce more weeds and more pests, is faced with major challenges in adopting these farming practices. This project will leverage a series of farm-scale pilot projects to generate data on what is needed in terms of types of funding, expected returns, and go-forward scenarios for regenerative ag transition, while simultaneously building and expanding the necessary supporting infrastructure like data collection, agronomy support, input and market development, and risk mitigation.

1319 Heistan Place, Memphis, Tennessee 38104  
[www.aglaunch.com](http://www.aglaunch.com)

**Whereas:**

- A. Client desires to retain the expertise of AgLaunch and its partners to provide assistance in the following capacities:
  - a. Provide an informed, data-driven approach toward recommendations on creating new financial vehicle(s) to stimulate farmers' transition into better soil health practices;
  - b. Implement a working system for adopting new soil health practices in the Mid-South region; and
  - c. Be a partner to scale regenerative farming practices through the AgLaunch Farmer Network.
- B. AgLaunch has the knowledge, expertise, and resources necessary to provide such services, and AgLaunch desires to perform such services for Client pursuant to the terms and conditions of this Agreement.

THEREFORE, in consideration of the following mutual covenants and obligations, the parties agree as follows:

**I. Assignment**

Client hereby retains AgLaunch and AgLaunch hereby accepts such retention, commencing as of the Effective Date (defined herein) to perform the services described in this Agreement (the "Project").

**II. Services Provided**

A. In connection with the Project, it is agreed that:

- 1. In collaboration with Client Team members, AgLaunch may further refine the scope, criteria, and parameters for the Project on an annual basis as necessary based on information gathered in the research and implementation.
- 2. This scope of work has two distinct financial components:
  - i. Staff and operational support (including administration) to establish three (3) farm-scale research including farmer startup expenses, supporting technology total of \$652,000 over 36 months;
  - ii. Capital for operating/risk loans total of \$375,000 for the time period that the non-default loans are repaid with industry standard interest after each of the research farms are profitable after transition;
- 3. Work with three individual farmers to transition into more sustainable practices on a farm-scale research site (approx. 50 acres each) at strategic locations in the Mid-South

region;

4. Establish soil health baseline, provide recommendations, and provide ongoing progress reports including carbon retention;
  5. Ensure that the project crop loans do not adversely affect existing bank, federal government and related financing and programs;
  6. Structure and deploy loan simulation for operating loans during transition;
  7. Provide a slide deck and financial model outlining scenarios for transition funds;
  8. Work with three individual farmers to implement budgets and compare actual operating costs to budget for learnings going forward;
  9. Build financial controls around disbursement and distribution of funds; and
  10. Report provided quarterly include metrics (Attachment II) and teleconference.
- B. As part of its ongoing relationship with Client, AgLaunch anticipates a review of existing information, strategies and plans pertinent to the Project developed by, or on behalf of, Client. As necessary, AgLaunch will also research other available information and data to assist Client in further understanding trends or practices impacting the industry and/or the strengths and weaknesses of various possible business strategies. All information utilized by AgLaunch and/or provided to Client by AgLaunch as part of this Project is either in the public domain or is part of AgLaunch's general knowledge base and/or expertise in the agricultural industry.
- C. AgLaunch will contribute advice, opinions, considerations, and/or recommendations that may be of use to Client during the course of the Project but, in all cases, recommends that final documents include legal oversight and review.
- D. AgLaunch will use its best efforts to deliver Client, not later than thirty-six (36) months after the Effective Date, the deliverables outlined in II.C. for this Project that will include analysis of strategic options and recommendations assembled with participation from the Client Team.

### **III. Representation and Term(s)**

Client will retain AgLaunch beginning April 1, 2021 (the "Effective Date") for a period of thirty-six (36) months ("Contract Period") during which time AgLaunch will perform the services defined herein.

Upon 30 days notice, AgLaunch may terminate this Agreement at any time during the Contract Period upon notice to Client if Client fails to fulfill its obligations under this Agreement, including its obligation to pay AgLaunch's fees when due, or if other sufficient reasons exist that would require AgLaunch to withdraw. Upon 30 days notice, Client may terminate this Agreement at any time and any reason during the Contract Period upon notice to AgLaunch. Without limitation to the preceding sentence, Client recognizes that AgLaunch must enter into contractual obligations once the agreement is signed and Client commits to provide funding to complete these obligations up to but not longer than the completion of the current fiscal year unless it can be shown that AgLaunch has definitely committed misrepresentation, or material financial dishonesty or misconduct which would be deemed by Client to have an adverse effect on Client or its directors and officers.

#### **IV. Client Cooperation**

To enable AgLaunch to represent Client effectively, Client agrees to cooperate fully with AgLaunch in all matters relating to the Project and to disclose to AgLaunch fully and accurately all information that may be relevant to this Project. Client Team members will also be reasonably available to attend meetings and conferences and to participate in conference calls as necessary.

#### **V. Compensation & Budget**

The total budget for this project committed by Client is \$1,027,000 over a 36-month period beginning on April 1, 2021. Client will compensate AgLaunch in U.S. dollars by bank wire as follows:

- A. Farm setup, infrastructure, administration (\$652,000). Quarterly payments in advance on the following schedule:
  - a. Year 1: \$60,000 quarterly
  - b. Year 2: \$55,000 quarterly
  - c. Year 3: \$48,000 quarterly
  
- B. Loan fund simulation (\$375,000). Annual payment in advance on the following schedule:
  - a. Year 1: \$125,000 annually
  - b. Year 2: \$125,000 annually
  - c. Year 3: \$125,000 annually

Excess loan funds from each year will carry over to following year (and effectively plus down the next year's payment or at the option of Client to be used to reinvest into transitioning

additional acres) and a complete accounting will be provided to Client including interest rates and payback timing. At the end of the project, any excess funding, loan payback, and 100% of the interest will roll into the resulting transition fund or other vehicle (internal or external) on behalf of AgLaunch Initiative. These funds will be kept in a separate escrow account and allocated under a loan agreement with each farmers that has a no-default provision for circumstances beyond farmer's control based on the risky/novelty of the transition project.

C. Budget breakdown – see Attachment 1

## **VI. Disclaimer and Limit of Liability**

AgLaunch is not a licensed broker/dealer or financial advisor and will only provide Client detailed agronomic and financial research, as well as landscape assessment of various funding mechanisms to support farmer's transitioning into regenerative ag practices. AgLaunch will not be giving specific financial advice and Client should seek independence support toward finalizing decisions related to creating new fund(s) and related financial mechanisms. Client hereby releases AgLaunch and agrees to hold it harmless regarding any future investing it or its related parties may do based on this agreement.

## **VII. Confidentiality**

In perpetuity, AgLaunch agrees to maintain, in confidence, any proprietary written information or financial data furnished by Client, including the Client's identity. AgLaunch will utilize this confidential information solely for the purpose of completing this Assignment. Client agrees to release AgLaunch from the obligations of confidentiality described in this Agreement if any of this information:

- is or becomes part of the public domain;
- is made known to AgLaunch from a third party who has legal right to such information and who did not derive such information from Client;
- was already known to AgLaunch at the time of its receipt (as evidenced by written record); or
- Is required to be disclosed by law, provided that before making any disclosures required by law, AgLaunch will notify Client and give Client the opportunity to contest or limit such disclosure.

Client understands AgLaunch may be bound by Agreements of Confidentiality with other companies that AgLaunch represents or advises. Client also acknowledges that Client does not desire to acquire from AgLaunch any secrets, confidential know-how, or other information which may have been acquired from others.


### **VIII. Ownership of Work Product**

Any and all technical data, evaluations, reports, and other documents of AgLaunch generated pursuant to this Agreement shall be the property of AgLaunch with the exception of the specific deliverables outlined in this agreement – powerpoint report, recommendations, and related products which shall be delivered to Client after completion of this Project.

### **IX. Miscellaneous**


- A. This Agreement supersedes all prior agreements, if any, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified, changed, or discharged, in whole or in part, except by an agreement in writing signed by both parties.
- B. The person(s) executing this Agreement has the requisite authority to execute this Agreement on behalf of Client
- C. This Agreement will be binding upon and inure to the benefits of the parties hereto and their respective successors and assignees.
- D. This Agreement shall be interpreted under and governed by the Laws of the State of Tennessee, USA without giving effect to principles of conflicts of law.

Please signify your assent to this Agreement by signing and returning to us the enclosed copy.

Sincerely,   
Peter Nelson (Apr 23, 2021 12:11 CDT)  
Peter Nelson  
Executive Director  
AgLaunch Initiative

Date: Apr 26, 2021

Accepted:

By:   
Dallas Geer (Apr 26, 2021 08:10 CDT)  
For and on behalf of Client Foundation

Date: Apr 26, 2021

Title: CFO

### ATTACHMENT 1 – Project Budget

	Year 1	Year 2	Year 3	Total
<b>AgLaunch Soil Accountant*</b>	\$ 92,500.00	\$ 46,250.00	\$ 21,975.00	\$ 160,625.00
<b>Continuum Ag / TopSoil**</b>	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00
<b>CropLine Financial**</b>	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00
<b>AgLaunch Field Agronomist</b>	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 225,000.00
<b>Model Farm Setup Expenses</b>	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 45,000.00
<b><i>Transition Operating Loans</i></b>	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 375,000.00
	\$ -	\$ -	\$ -	\$ -
<b>Subtotal</b>	\$ 337,500.00	\$ 271,250.00	\$ 248,125.00	\$ 856,875.00
<b><i>Administrative Overhead</i></b>	\$ 67,500.00	\$ 54,250.00	\$ 49,625.00	\$ 171,375.00
			<b>TOTAL BUDGET</b>	<b><u>\$ 1,027,000.00</u></b>

### Attachment II – Metrics

- Quarterly check in call outlining progress including financial report
- Dashboard web application to monitor fields and access soil data
- Fulfill final deliverables



# RegenAg,Final,2021

Final Audit Report


2021-04-26

Created:	2021-04-23
By:	Rebecca Kaufman (rebecca@kaufmanstrategies.co)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV6vdNDs4GGU8L4GvwoFWFMhzqdKvoqZ4

## "RegenAg,Final,2021" History

 Document created by Rebecca Kaufman (rebecca@kaufmanstrategies.co)

2021-04-23 - 4:21:03 PM GMT- IP address: 107.200.207.190

 Document emailed to Peter Nelson (pnelson@aglaunch.com) for signature

2021-04-23 - 4:55:31 PM GMT

 Email viewed by Peter Nelson (pnelson@aglaunch.com)

2021-04-23 - 5:09:20 PM GMT- IP address: 66.249.80.123

 Document e-signed by Peter Nelson (pnelson@aglaunch.com)

Signature Date: 2021-04-23 - 5:11:00 PM GMT - Time Source: server- IP address: 98.251.177.134

 Document emailed to Dallas Geer (dallas@poplarfdn.org) for signature

2021-04-23 - 5:11:01 PM GMT

 Email viewed by Dallas Geer (dallas@poplarfdn.org)

2021-04-23 - 5:26:56 PM GMT- IP address: 174.236.131.185

 Document e-signed by Dallas Geer (dallas@poplarfdn.org)

Signature Date: 2021-04-26 - 1:10:29 PM GMT - Time Source: server- IP address: 66.192.230.98

 Agreement completed.

2021-04-26 - 1:10:29 PM GMT

## GRANT AGREEMENT

This Agreement is between the Foundation for Food and Agriculture Research, the Grantor (hereinafter referred to as “FFAR,” “We” or “Us”) and AgLaunch Initiative (hereinafter referred to as “Grantee,” “You”, or “Your”). FFAR and Grantee may be referred to individually as “Party” or collectively as “Parties”. The Grantee represents the Principal Investigator, named below, (hereinafter referred to as the - “PI”) who will be responsible for the technical direction of the funded project. Grantee is responsible for all work to be performed under the Grant as submitted in Attachment A, including work by subcontractor(s) in Attachment A. As a condition of this Agreement, the Parties enter this Agreement by having their Authorized Representatives sign below.

## GRANT INFORMATION SUMMARY

### GRANT DETAILS

Funding Opportunity:	Direct Solicitation with Pre-Proposal
Grant ID:	DFs-18-0000000010
Project Title:	Open Marketplace Consortium
Principal Investigator:	Ms. Constance Bowen
Period 1 Start Date:	January 4, 2021
Period 1 End Date:	January 3, 2022
Total FFAR Award:	\$2,257,034.38
Total Matching Funds:	\$2,306,599.26
Total Award Amount:	\$4,563,633.63
Entire Grant Period:	January 4, 2021 to January 3, 2023

### FFAR DETAILS

Authorized Representative:	Dr. Sally Rockey
Title:	Executive Director
Address:	401 9th St. NW Ste 630, Washington DC 20004
Phone and E-mail:	202-626-0700; <a href="mailto:srokey@foundationfar.org">srokey@foundationfar.org</a>
Scientific Program Director:	Dr. John Reich
Phone and E-mail:	202-624-0702; <a href="mailto:jreich@foundationfar.org">jreich@foundationfar.org</a>
Director of Grants Management:	Ms. Magda Galindo
Phone and E-mail:	202-664-8429; <a href="mailto:mgalindo@foundationfar.org">mgalindo@foundationfar.org</a>

#### GRANTEE DETAILS

Legal Name:	AgLaunch Initiative
Address:	88 Union Ave, Memphis, TN 38103
Authorized Representative:	Mr. Peter Nelson
Title:	Executive Director
Phone and E-mail:	<a href="tel:+19013151694">+1-901-315-1694</a> ; <a href="mailto:pnelson@aglaunch.com">pnelson@aglaunch.com</a>

Section I	Grant Terms and Conditions
Attachment A	Proposal
Attachment B	Matching Funds Certification
Attachment C	Matching Details Form
Attachment D	Representations and Certifications
Attachment E	Grantee Wire Transfer Enrollment Form
Attachment F	W-9

## **ARTICLE I – PURPOSE AND ADMINISTRATION**

FFAR was established by Section 7601 of the Agricultural Act of 2014, Pub. L. 113-79 to (a) to advance the research mission of the United States Department of Agriculture by supporting agricultural research activities focused on addressing key problems of national and international significance, including: (i) plant health, production, and plant products; (ii) animal health, production, and products; (iii) food safety, nutrition, and health; (iv) renewable energy, natural resources, and the environment; (v) agricultural and food security; (vi) agriculture systems and technology; and (vii) agriculture economics and rural communities; (b) to foster collaboration with agricultural researchers from the Federal Government, State (as defined in Section 1404 of the National Agricultural Research, Extension, and Teaching Policy Act of 1977 (7 U.S.C. 3103) governments, institutions of higher education (as defined in Section 101 of the Higher Education Act of 1965 (20 U.S.C. 1001), industry, and nonprofit organizations and is incorporated as a 501 (c)(3) non-profit corporation.

Under Section 3 of the Act, FFAR is responsible for ensuring that the USD \$200,000,000.00 transferred to it under the Act is used in accordance with the requirements thereof. Specifically, FFAR can use the funds transferred under the Act to carry out the purposes of FFAR only to the extent FFAR secures at least an equal amount of non-Federal matching funds for each expenditure. Also, none of the funds made available under the Agricultural Act may be used for construction.

You will directly administer the Grant and agree that, unless You obtain FFAR's prior written approval, no amount of the Grant funds shall be used in any way other than as specifically set forth in this Agreement, the final attached proposal, and related documents. No changes may be made to the nature or scope of the approved proposal, the budget, and the Payment Schedule without the written amendment signed by the authorized representative of each Party.

## **ARTICLE II – GRANT PERIOD**

This Agreement will be effective for the entire Grant period set out on the Grant Information Summary of the Agreement. The Grant funds may not be used for any expenses or other costs of activities incurred prior to the Start Date of the Entire Grant Period of this Agreement.

## **ARTICLE III – GRANT AMOUNT AND PAYMENT SCHEDULE**

FFAR will pay You up to the total grant amount summarized in the Payment Schedule below. FFAR will pay You through Your Office of Sponsored Programs in accordance with the payment information You provided in the Wire Transfer Enrollment Form (Attachment E). Allowable indirect cost on all FFAR awards cannot exceed ten percent (10%) of the total FFAR award and ten percent (10%) of the required one-to-one match. This indirect cost allotment is not an indirect cost rate applied to the total modified direct costs but instead it is an overall allotment from the award to be used for the Grantee's facilities and administrative expenses. Ninety

percent (90%) of the total project funds must be spent directly on the awarded project, and indirect cost will not exceed ten percent (10%) of the total project funds.

FFAR will pay You a total of \$2,257,034.38 over two (2) years. The Grantee will secure an additional \$2,306,599.26 as the required matching funds (described more fully below). Payments are subject to Your compliance with this Agreement and the FFAR approval of any applicable targets, milestones, and reporting deliverables required under this Agreement. After the initial distribution of the first year's commitment, installments of FFAR funding will be transferred to You each year upon receipt by FFAR of the completed annual reporting requirements and certification of matching funds for the subsequent payment period. If FFAR reasonably determines that You: (i) have not achieved the applicable targets, milestones, and reporting deliverables required under this Agreement, (ii) have not satisfactorily made progress towards the goals, or (iii) have not received the matching funds, then FFAR may not pay the award amounts for subsequent years of the award.

FFAR funds in the amount of \$2,257,034.38 and committed Grantee non-federal matching funds of \$2,306,599.26 for a total of \$4,563,633.63 are allocated for work to be performed under the Grant. FFAR funds and matching funds must be spent in tandem such that funds are drawn equally from FFAR's contribution and the matching funds. To constitute a valid match, all matching funds committed to the Grant must be expended during the Grant Period. If sub-award(s) are applicable, the Grantee is responsible for making sure that sub-awardees fulfill any match commitments made in the proposal. The Payment Schedule is as follows:

1. \$1,276,438.44 paid on or before the tenth business-day following a fully executed Agreement; and
2. \$980,595.94 paid on or before the tenth business day after the Year 1 annual reporting requirements are approved.

Grant funds shall be used solely for the activities set out in the Grant proposal (Attachment A) application. Interest, if any, earned on all Grant funds shall be applied toward direct project costs. The Grantee shall provide, in its financial report to FFAR, details of the amount of interest accrued and indicate how the amount is being spent.

#### **ARTICLE IV – USE OF GRANT FUNDS**

1. No part of the Grant funds shall be used to carry on propaganda or otherwise attempt to influence legislation as defined in Section 4945(d)(1) of the Internal Revenue Code (the "Code").
2. No part of the Grant funds shall be used to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code.
3. No part of the Grant funds shall be used to provide a grant or award to an individual for travel, study or similar purpose within the meaning of Section 4945(d)(3) of the Code,

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without prior written approval of FFAR. Payments of salaries, other compensation or expense reimbursement to Your employees within the ordinary scope of their employment do not constitute awards for these purposes and are not subject to these restrictions.

4. You shall promptly repay any portion of the Grant funds which for any reason is not used exclusively for the charitable purposes of the Grant consistent with the terms of this Agreement. You shall repay to FFAR any portion of the Grant funds which is not used exclusively for the purposes described in Attachment A hereof within sixty (60) days after the End Date of the Grant Period (as set forth above) or any approved extension thereof. If we terminate the Grant pursuant to Article XIV hereof, You shall repay within thirty (30) days after such termination all Grant funds unexpended as of the effective date of such termination and all Grant funds expensed for the purpose or items allocable to the period of time after the effective date of such termination, unless those costs are for non-cancellable obligation that were reasonably incurred for the project purpose, prior to receipt of a notice to terminate.
5. If You are directly or indirectly controlled by FFAR or by one or more “disqualified person” (within the meaning of Section 4946 of the Code) with respect to FFAR, You agree (i) to expend all of the Grant funds prior to the close of your first annual accounting period following the taxable year in which You receive Grant payment as one or more qualifying distributions within the meaning of Section 4942(g)(3) and (h) of the Code; and (ii) to submit to FFAR promptly after the close of Your annual accounting period of full and complete written report, signed by an appropriate officer, director or trustee, showing that qualifying distributions have been made, the name and address of the recipient(s) of such distribution(s), the amounts received by each, and confirmation that all distributions are properly treated as distributions out of corpus under Section 4942(g)(3) and (h) of the Code.

## **ARTICLE V – BUDGET**

The budget for the Grant must adhere to the specific line items in your Grant budget as it has been approved by FFAR as part of Attachment A. Budget revisions must adhere to reporting requirements in Article VI. Grantee shall be responsible for all expenses more than the amounts received from FFAR under this Grant.

## **ARTICLE VI – REPORTING**

Performance of the work in Attachment A under this Agreement is under the technical direction of the individual identified as Principal Investigator on the Grant Information Summary section. Grantee shall report in writing any change to the Principal Investigator. FFAR must approve any such changes in writing.

You agree to provide reports on the progress You made toward achieving the goals and objective of the approved proposal in Attachment A and any problems encountered in the effort to achieve them. You will submit reports using FFAR’s templates or forms, which We will

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make available to You and which may be modified from time to time. You will submit progress reports annually and upon expiration or termination of the Grant pursuant to Article XIV “Award Termination” below. For annual or final progress report to be considered “approved”, it must demonstrate meaningful progress against the targets or milestones for the reporting period, the determination of which should be made in good faith by FFAR. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. Please notify the FFAR Scientific Program Director and Grants Director if You need to add or modify any targets or milestones. Any such changes shall be made in accordance with an amendment signed by the authorized representatives of each Party.

You agree to also provide annual financial reports. The financial report will show actual expenditures reported as of the date of the report against the approved line item budget. If any given line item varies more than ten percent (10%) from the proposed budget in that reporting period, You shall provide a written justification for the deviation. FFAR must approve any such changes in writing.

All annual reports must be furnished to Us within thirty (30) days prior to the next scheduled Grant payment disbursement. The final report must be furnished to Us within ninety (90) days after the end of the Grant Period. Grantee agrees to retain all progress and financial reports in their files for three (3) years after the End Date of the Grant Period. The reporting schedule is as follows:

REPORT NAME/TYPE	DUE DATE
Annual Scientific Progress Report	30 days prior to next annual tranche disbursement
Annual Financial Status Report	30 days prior to next annual tranche disbursement
Final Scientific Progress Report	Within 90 days of Grant End or Termination Date
Final Financial Status Report	Within 90 days of Grant End or Termination Date
Final Invention Report and Certification	Within 90 days of Grant End or Termination Date
Final Equipment and Inventory Report	Within 90 days of Grant End or Termination Date

At FFAR expense, and upon advance written notice to Grantee, We may monitor and conduct an evaluation of operations undertaken pursuant to this Grant, which may include visits by our representatives to observe your program procedures and operations and to discuss the Grant with your personnel, who shall be made available for such purposes upon reasonable request. All visits to Grantee’s property will be in accordance with Grantee’s visitation policies, rules, and procedures, a copy of which will be provided to FFAR.

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## **ARTICLE VII – CONFIDENTIALITY**

1. For a period of five (5) years after disclosure of any Confidential Information, as defined in this Article, in the performance of the Agreement, the receiving Party shall:

- i. refrain from the use of Confidential Information except for the performance of its obligations or exercise of its rights under this Agreement; and
- ii. treat Confidential Information as if it were its own proprietary information and shall not, without the disclosing Party's prior written consent, disclose it to any third-party other than its affiliates or consultants subject to the same obligations of confidentiality as set out in this Agreement.

2. The receiving Party's obligations with respect to Confidential Information above shall not apply where such Confidential Information is disclosed to comply with the requirements of any law, governmental order (including a court order) or regulation. Disclosure of Confidential Information pursuant to this section shall be limited to information which is required to be disclosed by the relevant court, agency or other competent authority and the receiving Party will use its reasonable efforts to assure confidential treatment is accorded any Confidential Information so disclosed.

3. As used in this Grant, "Confidential Information" means information which the disclosing Party considers to be confidential or proprietary in nature and which is provided to the other Party in a written document (electronic or paper) marked as confidential (or with other conspicuous legend); provided, however, that Confidential Information will not include:

- i. information which is generally known by the public at large at the time of disclosure, or has come within the public domain through no fault or action of the receiving Party;
- ii. information that was known to the receiving Party on the date of or prior to its disclosure hereunder;
- iii. information which becomes rightfully available to the receiving Party on a non-confidential basis from any third party; or
- iv. information developed independently by the receiving Party.

## **ARTICLE VIII – ACCOUNTING AND AUDIT**

Grantee will show the Grant funds and associated matching funds separately on its books of account. You will maintain a systematic accounting record of the receipt and disbursement of funds and expenditures incurred under the terms of the Grant and shall retain all substantiating documents (such as bills, invoices, cancelled checks, and receipts) in Your files for three (3) years after the termination or expiration of the Entire Grant Period. You agree to provide FFAR with copies of such documents promptly upon FFAR's request and to make your books and records available for inspection by Us upon reasonable advanced request during normal business hours. At our expense, we may audit or have audited Your Grant books and records, and You shall provide all reasonable and necessary assistance in connection therewith in a timely manner. If prior to the end of the three (3) year period, any audit or proceeding begins for which the records might reasonably be required, Grantee must keep the records until all issues are resolved.

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## **ARTICLE IX – PUBLICATION AND DATA SHARING**

At the conclusion of the Grant Period, You will provide FFAR with a report describing the results of the research undertaken pursuant to this Grant. In addition, Grantee will make a good-faith effort to publish all data and information pertaining to this Grant, in accordance with academic standards. To the extent practicable, such publications will be in peer-reviewed journals to maximize their use by the academic community and researchers in the applicable field of study. To that end, You agree to make a good-faith effort to publish the results of the Grant as soon as practicable, but in no event submit the results for publication later than twenty-four (24) months after the End Date of the Grant, in a peer-reviewed journal or appropriate publication. Prior to publication, the publishing Party will provide the other Party with a 30-day period in which to review each publication to identify patentable subject matter and to identify any inadvertent disclosure of Confidential Information. Publication may be delayed an additional 60 days for seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers the goals and priorities of each Party. The publishing Party shall reasonably and in good faith consider the recommendations of the other Party as to the content of the proposed publication. If You determine that data sharing or publication in a peer-reviewed journal is not practicable, You shall confer with Us to develop an approach that ensures results and data from the Grant will be available to the scientific community in an appropriate and timely manner. You will also use good faith efforts to ensure that Your sub-grantees, and subcontractors under this Grant, agents, and affiliates, as appropriate likewise seek prompt publication of any Grant developments consisting of data and results.

You certify to the best of your knowledge at the time of entering this Agreement, the research results produced by You under this Grant will be original and not knowingly infringe upon any other right of any third party.

## **ARTICLE X – INTELLECTUAL PROPERTY**

- A. “Intellectual Property” means all intellectual property, including without limitation, electronic or otherwise, which is copyrightable or patentable under US copyright or patent law.
- B. “Project IP” or “Project Intellectual Property” means all Intellectual Property that is first authored, invented, discovered, created or conceived and reduced to practice in the performance of the Grant.
- C. “Joint IP” means Project IP conceived and reduced to practice or authored jointly by employees of both Grantee and FFAR.
- D. Title to any Project IP conceived and reduced to practice or authored solely by employees of Grantee vests in Grantee, and title to any Joint IP vests jointly in Grantee and FFAR.
- E. For patentable Project IP, Grantee will own any corresponding patent rights under 35 U.S.C. § 261 (or 35 U.S.C. § 262 if Joint IP). In the case of Joint IP, neither Party owning rights to such Joint IP has no obligation of accounting to the other Party.

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- F. For copyrightable Project IP, Grantee will solely own any corresponding copyrights under 17 U.S.C. § 201 with no obligation of accounting to FFAR.

## **ARTICLE XI – RIGHTS TO INTELLECTUAL PROPERTY**

In consideration of Grantee's receipt of Grantor's funding of this Grant, Grantee shall grant to FFAR a nonexclusive, non-commercial, non-transferable, non-sub-licensable, worldwide, royalty-free, fully paid up license to Grantee's rights in Project IP for FFAR's internal research purposes. With regard to copyrightable Project IP, Grantee shall grant to FFAR a license to use, in print or electronic form, including electronic databases or in any future form not yet discovered or implemented, all copyrighted Project IP for noncommercial and educational purposes.

## **ARTICLE XII – PUBLIC REPORTING**

- A. Neither Party shall use the other Party's name, trademarks or other logos in any publicity, advertising, news release, publication or public presentation, without the prior written approval of an authorized representative of that Party. The Parties agree that each Party may respond to legitimate business inquiries with factual information regarding the existence and purpose of the relationship that is the subject of this Agreement, disclose such information to satisfy any reporting obligations, or as required by applicable law or regulation without written permission from the other Party. In any such statement, the relationship of the Parties shall be accurately and appropriately described. THE DISCLOSING PARTY SHALL PROMPTLY INFORM THE OTHER PARTY PRESS CONTACT OF ANY PUBLIC STATEMENTS THAT IS THE SUBJECT OF THIS AGREEMENT.

### FFAR Press Contact

Name: Sarah Goldberg  
Title: Director of Communications and  
Legislative Affairs  
Phone: 202-624-0704  
Email: [sgoldberg@foundationfar.org](mailto:sgoldberg@foundationfar.org)

### Grantee Press Contact

Name: Constance Bowen  
Title: Director of Innovation/Investment  
Phone: 908-347-2134  
Email: [cbowen@aglaunch.com](mailto:cbowen@aglaunch.com)

- B. In all public statements concerning FFAR, You should refer to Us by our full name: Foundation for Food and Agriculture Research. In all public statement concerning the Grantee, FFAR shall refer to You by your full name, AgLaunch Initiative, and refer to the PI by her full name, Ms. Constance Bowen. All publications, press releases, and documents about research that is funded by this Grant must include the following:
1. A specific acknowledgment of grant support from FFAR, such as: "Research reported in this [publication/press release] was supported by the Foundation for Food and Agriculture Research under award number – Grant ID: Dfs-18-0000000010."
  2. A disclaimer that says: "The content of this publication is solely the responsibility of the authors and does not necessarily represent the official views of the Foundation for Food and Agriculture Research."

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Any publication referring to the results of this grant shall be worded as not to imply endorsement by FFAR of a specific product or producer and shall reflect credit on Grantee, its personnel and activities under this Agreement, in a manner consistent with academic publication standards.

#### **ARTICLE XIII – GRANTEE TAX STATUS**

You represent that You are currently either (i) a tax-exempt organization described in Section 501(c)(3) of the Code and either (a) are not a private foundation and are not a Type III supporting organization described in Section (a)(3)(iii); or (b) are an exempt operating foundation described in Section 4940(d)(2); or (ii) an organization described in Section 170(c)(1) or Section 511(a)(2)(B). You shall immediately give written notice to Us if You cease to be exempt from federal income taxation as an organization described in Section 501(c)(3), or your status as not a private foundation under Section 509(a) and not a Type III supporting organization under Section 509(a)(3)(B)(iii), as an exempt operating foundation described in Section 4940(d)(2), or as a Section 170(c)(1) or Section 511(a)(2)(B) organization is materially changed.

#### **ARTICLE XIV – TERMINATION**

The Grantee agrees that any use of the Grant funds for purposes other than those specified in Section 170(c)(2)(B) of the Code will give the Grantor the right to terminate the Agreement. If the Grant is terminated pursuant to misuse of funds not specified in Section 170(c)(2)(B) of the Code, the Grantee shall reimburse Grantor for the misused funds and any funds that have been received from Grantor but remain unexpended at the time of termination, except for those funds needed to pay for non-cancelable obligations; provided, that Grantee shall use its good faith efforts to mitigate and minimize any non-cancelable obligations.

This Agreement will be effective on the date of the last signature hereto and shall remain in effect until the expiration of the Grant Period, unless modified as expressly provided herein. Either Party may terminate this Agreement with or without cause by providing written notice to the other of its intent to terminate, no later than sixty (60) days before the proposed effective date of such termination. If the Grant is terminated without cause, Grantee shall reimburse Grantor any funds that have been received from Grantor but remain unexpended at the time of termination, except for those funds needed to pay for non-cancelable obligations; provided, that Grantee shall use its good faith efforts to mitigate and minimize any non-cancelable obligations and cease to expend Grant funds after the date of termination.

Notwithstanding the foregoing, We may terminate the Grant at any time by giving written notice if (i) You cease to be exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code; or (ii) Your status as not a private foundation under Section 509(a)(3)(B)(iii), or as an exempt operating foundation under Section 4940(d)(2), or as a Section 170(c)(1) or Section 511(a)(2)(b) organization is materially altered; or (iii) in Our sole judgement, You become unable to carry out the purposes of the Grant or fail to comply with any of the conditions of this Agreement; or (iv) as provided in the next paragraph.

If the PI separates from the Grantee, then Grantee may propose an alternative PI. If the alternative PI is not available or is not acceptable to FFAR, then this Grant shall be terminated without cause pursuant to this Article XIV. If an alternative PI is not approved by FFAR, then the

original PI can petition FFAR to enter a separate agreement with her new employer and transfer the remainder of the current installment or any future installments to the new employer, which petition shall be considered and accepted or declined at the sole discretion of FFAR.

If the Grant is terminated before the scheduled completion of the Grant Period, upon our request, You shall provide Us a full accounting of the receipt and disbursement of funds and expenditures incurred under the Grant as of the effective date of such termination. Grantee shall refund all unexpended funds, but may retain funds in the amount of incurred costs and non-cancelable obligations related to the project and consistent with this Agreement that were incurred prior to the date of notice of termination and use such funds to satisfy such obligations.

#### **ARTICLE XV – LIMITATIONS; CHANGES; SEVERABILITY**

You acknowledge and agree that We have no obligation to provide additional financial or other support to You for this Grant or for any other purposes. Any changes, additions or deletions to (i) the terms and conditions of the Grant; or (ii) the approved proposal and accompanying documents to this Agreement must be made in writing and must be approved by FFAR and You by signature of the authorized representative of each.

Neither Party makes any representations or warranties hereunder, either express or implied, including (but not limited to) any warranties of merchantability or fitness for a particular purpose.

Neither Party shall be liable for any negligent or wrongful acts or omissions of the employees, officers, or agents of the other Party, unless such liability is imposed by law.

The invalidity in whole or in part of any term or condition of this Agreement or the terms of the Grant shall not affect the validity of the other terms and conditions.

To the maximum extent possible, each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

#### **ARTICLE XVI – CHANGED CIRCUMSTANCES; REGULATORY ACTION**

You shall notify us in writing if there is any material change in circumstances that prevents You from carrying out the activities of the approved Grant; You undergo a merger, division or other corporate reorganization; You become subject to a proceeding under the Bankruptcy Code or other law relating to insolvency, or make an assignment for the benefit of creditors; you become subject to an investigation or proceeding brought by the United States or State Attorney General or any other regulatory agency; or You receive notice of any litigation or legal action relating to the Grant, or are served with a subpoena or other legal process seeking to compel production of or obtain access to any data related to the Grant.

#### **ARTICLE XVII – NONTRANSFERABILITY; NO JOINT VENTURE**

This Grant is not transferable except as expressly provided below. Neither Party may assign or transfer its obligations under this Grant without the prior written approval of the other Party;

provided, however, that FFAR may assign this Grant and its obligations to an affiliate or successor to FFAR without the consent of Grantee.

Nothing contained in this Agreement shall be construed in any manner to imply or create a relationship between FFAR and You as partners, joint ventures or agents. You shall not act in any manner as Our agent or representative and FFAR shall not act in any manner as Your agent or representative. Neither Party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing.

#### **ARTICLE XVIII – AUTHORITY; COMPLIANCE WITH APPLICABLE LAW**

The Parties represent that they have full power and authority to execute, deliver and perform this Grant Agreement and that this Grant Agreement has been duly and validly executed and delivered by each Party and constitutes the legal, valid and binding obligation of such Party, enforceable against it in accordance with its Terms and Conditions.

The Parties shall be in full compliance with applicable federal, state, and local laws, regulations and ordinances, ethical standards, procedures of regulatory and oversight bodies, and Grantee's policies in performance of the Grant activities. These include but are not limited to Federal anti-discrimination laws, conflict of interest standards, ethical requirements, institutional employment standards, and anti-terrorism laws.

#### **ARTICLE XIX – DISPUTES; JURISDICTION**

The Parties shall attempt to resolve any disputes arising out of or related to this Agreement by mutual arrangement. The Parties agree that any disputes that are not so resolved shall be subject to resolution by the applicable laws.

#### **ARTICLE XX - PROTECTION OF HUMAN SUBJECTS; USE OF LABORATORY ANIMALS; USE OF RECOMBINANT DNA**

All FFAR projects involving human subjects must have approval from an Institutional Review Board (IRB), unless they qualify for an exemption from IRB review, before FFAR funds can be expended. Projects pending IRB approval cannot start until IRB approval is obtained. If a proposed project involving human subjects is exempt from human subjects regulations [see 45 CFR 46.101(b)], the applicant must provide documentation that an IRB (or some authority other than the project director or key personnel) has declared the project exempt from the human subjects regulations. Documentation should include the specific category justifying the exemption.

Does the project involve use of human subjects? ☐ YES ☒ NO

If yes, provide the approved or pending approval date: \_\_\_\_\_ Check ☐ if exempted

All projects involving animal use must have approval from an Institutional Animal Care and Use Committee (IACUC), unless they qualify for an exemption from IACUC review, before FFAR funds can be expended. Projects pending IACUC approval cannot start until IACUC approval is obtained. If a proposed project involving animal use is exempt from animal use regulations [see The Animal Welfare Act (AWA) (7 U.S.C. § 2131)], the applicant must provide documentation that an IACUC

(or some authority other than the project director or key personnel) has declared the project exempt from the animal use regulations. Documentation should include the specific category justifying the exemption.

Does the project involve use of animal subjects? ☐ YES ☒ NO

If yes, provide the approved or pending approval date: \_\_\_\_\_ Check ☐ if exempted

If exempted, please give the category or categories of your exemption: \_\_\_\_\_

When applicable, research on recombinant DNA should also be conducted in accordance with CDC/NIH Biosafety Guidelines ([Biosafety in Microbiological and Biomedical Laboratories](#)) and [NIH Guidelines for Research Involving Recombinant DNA](#). Projects pending approval for research on recombinant DNA cannot start until approval is obtained.

Does the project involve Recombinant DNA? ☐ YES ☒ NO

If yes, provide the approved or pending approval date: \_\_\_\_\_ Check ☐ if exempted

If exempted, please give the category or categories of your exemption: \_\_\_\_\_

Projects that will likely have a significant impact or anticipated individual cumulative effect on the quality of the environment will typically require preparation of an Environmental Assessment or an Environmental Impact Statement, unless categorically excluded from a detailed environmental analysis. Documentation should include the specific category justifying the exclusion. Projects pending NEPA approval cannot start until NEPA approval is obtained.

Does the project require NEPA review? ☐ YES ☒ NO

If yes, provide the approved or pending approval date: \_\_\_\_\_ Check ☐ if categorically excluded.

If excluded, please give the category or categories of your exclusion: \_\_\_\_\_

If this Grant involves use of human subjects, laboratory animals, recombinant DNA, or require NEPA review, Grantee shall not expend any FFAR funds on such research until evidence of the requisite approval(s), including an approved protocol number, is submitted and accepted by FFAR.

#### **ARTICLE XXI – NOTICE**

Notices, requests, and approval under this Agreement must be written and delivered by mail or email.

FFAR contacts are:

##### FFAR Programmatic Contact

Name: Dr. John Reich

Title: Scientific Program Director

Phone: 202-624-0702

Email: [jreich@foundationfar.org](mailto:jreich@foundationfar.org)

##### FFAR Administrative Contact

Name: Magda Galindo

Title: Director of Grants Management

Phone: 202-664-8429

Email: [mgalindo@foundationfar.org](mailto:mgalindo@foundationfar.org)

Grantee contacts are:

Grantee Programmatic Contact

Name: Ms. Constance Bowen  
Title: Director of Innovation & Investment  
Phone: (908)-347-2134  
Email: [cbowen@aglaunch.com](mailto:cbowen@aglaunch.com)

Grantee Administrative Contact

Name:  
Title:  
Phone:  
Email:

## **ARTICLE XXII – EXPORT ADMINISTRATION**

The Parties subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with applicable United States export laws and regulations. Furthermore, the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government. Each Party will comply with applicable U.S. export control laws including without limitation the Export Administration Regulations and the International Traffic in Arms Regulations as currently codified or later amended. If either Party intends to transmit information to the other that the disclosing Party determines to be export controlled, the disclosing Party must identify and label the information as export controlled specifying which authority (EAR or ITAR) governs the restriction and providing the Export Control Classification Number (ECCN) for all information restricted under the EAR. The receiving Party reserves the right to elect not to receive export controlled information. If the receiving Party chooses instead to accept export controlled information, then a plan for receipt, use, and dissemination of such export controlled information must be developed and agreed to by the Authorized Organization Representative of the receiving Party prior to such disclosure. The Principal Investigator or other scientific or technical contact of the receiving Party may not elect, and does not have the authority to elect, to receive export controlled information without the approval of the Authorized Organization Representative. This section survives any termination of this Agreement.

## **ARTICLE XXIII – FORCE MAJEURE**

If either Party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the Parties to resume performance under this Agreement, provided however, that in no event shall such time extend for a period of more than 30 days.

## **ARTICLE XXIV– GENERAL PROVISIONS**

1. **Entire Agreement:** This Agreement, including Appendices, constitutes the entire agreement between the Parties, and supersedes any prior oral or written understanding or communications between the Parties relating to the subject matter hereof. No representations, promises, understandings or agreements, oral or otherwise, not herein will be of any force or effect. The nature of this Grant Agreement is a funding agreement, and no employment, partnership, joint venture or agency relationship is created herewith. Arrangement may be amended only by mutual written agreement of the Parties.



2. **Independent Entities:** Each of the Parties enter this Agreement solely on its own behalf, acting as an independent entity. Nothing in this Agreement shall create any other relationship between the Parties, including but not limited to agency, employment, or partnership.
3. **Survival:** All agreements relating to Confidentiality, Publication, and Data Sharing, Intellectual Property, and Public Reporting shall survive the expiration or termination of this Agreement and the expiration of the Grant Period. Each of the Parties' responsibilities and obligations thereunder shall remain in effect as applicable to achieve each provision's articulated meaning.
4. **Waiver:** The failure of either the Grantee, PI, or FFAR to enforce any term in this Agreement shall not be deemed a waiver of rights under this Agreement.

All the terms and conditions above are hereby accepted and agreed to as of the date indicated. Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

**Grantee:** AgLaunch Initiative

**Authorized Representative Name:** Peter Nelson

**Title:** Executive Director

**Signature:**  Peter Nelson (Dec 17, 2020 06:26 CST) **Date:** Dec 17, 2020

**Grantor:** Foundation for Food and Agriculture Research

**Authorized Representative Name:** Dr. Sally Rockey

**Title:** Executive Director

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Attachment B – Matching Funds Certification

Grantee Information	
Name	AgLaunch
Project Title	Open Marketplace Consortium
Effective Date	January 4, 2021
End Date	January 3, 2023
PI Full Name	Ms. Connie Bowen

The Grantee agrees to identify and certify matching funds annually prior to disbursement of award funds. Unless otherwise specified by the RFA, at least fifty percent (50%) of the required matching funds must be Cash Match, while the remainder can be In-Kind Match. The match share is intended to supplement, not supplant existing funding for the principal investigator (PI). The Grantee will abide by FFAR's Matching Guidelines to meet FFAR's matching requirements. To constitute a valid match, all matching funds on a FFAR grant must be expended during the grant period.

The Grantee must submit the Matching Certification, and Matching Funder forms, before FFAR can disburse the next tranche of the award payments. All supporting documentation must be done through SM Apply. The reporting will include uploading documentation demonstrating obligation and use of matching funds equal to use of FFAR award funds for a reporting period. Failure to complete reporting requirements on time may result in withholding, and potentially withdrawal, of future FFAR award payments, or exclusion from consideration of future research proposals.

### CERTIFICATION

By signing below, You acknowledge receipt of FFAR's [matching guidelines](#), and further acknowledge You have read, understand, and accept FFAR's matching requirements for a Direct Solicitation with Pre-Proposal. By award payment date, You will have secured non-Federal matching funds in the amount of \$2,306,599.26, to match FFAR's award amount of \$2,257,034.38 for the budget period of January 4, 2021 to January 3, 2023 and spend them in tandem with FFAR's funds as set forth in the award Agreement.

Organization Name: \_\_\_\_\_

Authorized Organization Representative (AOR): \_\_\_\_\_

AOR Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment C - Matching Details Form

Grant Information	
Project Title	Open Marketplace Consortium
Effective Date	January 4, 2021
End Date	January 3, 2023
PI Full Name	Ms. Connie Bowen
Matching Funder and Contribution Information	
Funder Legal Name	
Funder Address	
Funder Phone	
Total Cash Match	[U.S. Dollar amount]
Total In-kind Match	[Value in U.S. Dollar amount]
Total Match Donated	[Cash + In-kind U.S. Dollar amount]

Will the match funder make the total committed match during the performance period of the award?

Is the award recipient free to allocate cash match contributions as necessary for the proposed project activities? If no, please specify any restrictions on the donated cash match.

Has your organization formally approved the Cash Match amount and purpose?

☐ Yes   ☐ No   \_\_\_\_\_ Date of Approval   ☐ \_\_\_\_\_ N/A

For in-kind match contributions, if applicable, how were the values for each donated cost determined. The value for in-kind match contributions must be based on the fair market value for a similar good or service.

**PUBLIC REPORTING**

The Agricultural Act of 2014, commonly referred to as the Farm Bill, requires FFAR to report all funded projects in its annual report. This reporting includes information about the proposal, the Grantee and PI's names, proposal abstract, total FFAR awarded amount, and matching funder(s) and their contributions, on FFAR's website and in press releases, newsletters, annual reports, speeches, congressional reporting, fundraising activities, and other public disclosures. In addition, we may publish reports on the Grant or other activities undertaken pursuant to the Grant, briefly describing its accomplishments and results. We may also respond to legitimate business inquiries with factual information regarding the existence and purpose of the Grant, disclose such information to satisfy any reporting obligations, or as required by applicable law or regulation.

By providing matching support for the above referenced Grant, you (the above listed matching funder) gives consent and permission to FFAR to use your name, logo, and total matching support amount when reporting on the Grant. FFAR will discuss potential public communications activities with you in advance of such communication. FFAR's Communications Team will contact the matching funder Press Contact listed below, or such other contact as you may provide from time to time. Neither FFAR nor the matching funder shall use the name or logo of the other in any public announcement, press release, advertising or other public disclosure without prior written consent, unless required by applicable law or regulation, and will provide notice ten (10) days in advance for review prior to final editing or any such disclosure.

FFAR Press Contact

Sarah Goldberg

Director of Communications

Phone: 202-624-0704

Email: [sgoldberg@foundationfar.org](mailto:sgoldberg@foundationfar.org) |Matching Funder Press Contact

Name:

Title:

Phone:

Email: |

In all public statements concerning FFAR, you should refer to it by its full name: Foundation for Food and Agriculture Research. In all public statement concerning the Matching Funder, FFAR shall refer to you by your full name listed above and refer to the PI by their full name.

Nothing contained in this form shall be construed in any manner to imply or create a relationship between FFAR and the matching funder as partners, joint ventures or agents, or as an endorsement by FFAR of any entity, organization, company or individual, nor the products, actions, behavior or conduct of any entity, organization, company or individual. The matching funder herein shall not act in any manner as our agent or representative and FFAR shall not act



in any manner as your agent or representative. Any negligent or intentional misrepresentation by you to the contrary, in any context and in any forum, is prohibited.

Matching Funder Name: \_\_\_\_\_

Authorized Organization Representative (AOR): \_\_\_\_\_

AOR Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Attachment D - Representations and Certifications

The organization on whose behalf these Representations and Certifications are signed, hereinafter called “Applicant” or “Grantee” is being considered for a grant by the Foundation for Food and Agriculture Research (FFAR). To be eligible for a FFAR grant, the Grantee is required to complete this form. Failure to furnish such Representations and Certifications may result in the Grantee not being eligible to receive a grant from FFAR.

### **CERTIFICATION FOR AUTHORIZED REPRESENTATIVE**

When signing an application (electronic submission through SM Apply) and Grant Agreement, the Authorized Representative is providing certification for the accuracy and completeness of statements contained in the application, as well as to certify that the Grantee and its principal investigator(s) agree to accept the obligation to comply with the grant’s terms and conditions.

Organization Name: \_\_\_\_\_

Authorized Representative Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

(A) Definitions. As used in this provision:

“Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

“Conviction” means a finding of guilt (including pleas of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal Criminal Statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

“Drug-free workplace” means the site(s) where the proposed work will be done in connection with a FFAR grant are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of the controlled substance.

(B) The Grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about –
  - a. The dangers of drug abuse in the workplace;
  - b. The Applicant’s policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the funded work be given a copy of the statement required by paragraph (B.1.).
4. Notifying the employee in the statement required by paragraph (B.1.) that, as a condition of employment under the Grant, the employee will –
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying FFAR in writing, within ten calendar days after receiving notice under subparagraph (B.4.b.) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to FFAR Scientific Program Director on whose grant activity the convicted employee was working. Notice shall include the grant identification number of the affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (B.4.b.), with respect to any employee who is so convicted –
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or another appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (B.1. through B.6.).

**PLACE OF PERFORMANCE**

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Check ☐ if there are workplaces on file that are not identified here.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (EXECUTIVE ORDER 12549)**

When signing an application or Grant Agreement, the Grantee is providing the certification regarding Debarment and Suspension. The Grantee certifies to the best of its knowledge and belief, that it and its principal investigator(s) on the awarded Grant:

1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State or local) terminated for cause or default.

**CERTIFICATION REGARDING LOBBYING**

When signing an application or Grant Agreement, the Grantee certifies to the best of its knowledge and belief, that:

1. No FFAR appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of a Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making and awarding of any FFAR grant, and the extension, continuation, renewal, amendment, or modification of any FFAR grant.
2. If any funds other than FFAR appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this FFAR grant, the Grantee shall complete and submit Standard [Form-LLL](#), "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this certification is a prerequisite for entering a grant agreement or receiving a Grant from FFAR imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and



contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered. Submission of this certification is a prerequisite for entering a grant agreement or receiving a Grant from FFAR, imposed by section 1352, title 31, U.S. Code. Any Grantee who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**CERTIFICATION REGARDING CIVIL RIGHTS COMPLIANCE**

The Authorized Representative is required to complete a certification regarding civil rights compliance. When signing an application or Grant Agreement, the Authorized Representative is providing the certification that it will offer its programs to all eligible persons without regard to race, color, national origin, sex, disability, age, political beliefs, religion, marital status, or familial status and that people will not be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives FFAR funding; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement. This assurance is given in consideration of and for obtaining all FFAR grants extended after the date hereof to the Applicant/Grantee by FFAR, including installment payments after such date on account of applications for FFAR funding which were approved before such date. The Applicant/Grantee recognizes and agrees that such funding will be extended in reliance on the representations and agreements made in this assurance, and that FFAR shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant/Grantee, its successors, transferees, and assignees.

**CERTIFICATION REGARDING UNPAID FEDERAL TAX LIABILITY AND CRIMINAL CONVICTIONS**

If the Applicant/Grantee is a corporation, the Authorized Representative (or equivalent) is required to complete a certification that the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and that the corporation has not been convicted of a felony criminal violation under any Federal or State law within the 24 months preceding the date on which the certification is signed.

Check ☐ if Applicant is a corporation. If so answer the question below.

Does the Grantee have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or lapsed, and that is not being paid

in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability? ☐ YES ☐ NO

If yes, provide Tax ID Number:

Has the Grantee been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of the application? ☐ YES ☐ NO

Has any officer or agent of the Grantee been convicted of a felony violation for actions on behalf of Applicant under Federal law in the 24 months preceding the date of application? ☐ YES ☐ NO

Providing the requested information is voluntary. However, failure to furnish the requested information may result in the Grantee not being eligible to receive a grant from FFAR.

**REPRESENTATION REGARDING PROHIBITION ON CERTAIN INTERNAL CONFIDENTIALITY AGREEMENT**

When signing an application or Grant Agreement with FFAR, the Authorized Representative is providing the representation that the Applicant/Grantee does not require any of its employees, contractors, or sub-recipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting those employees, contractors, or sub-recipients from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. Note that the basis for this representation is a prohibition in sections 743 and 744 of the Consolidated Appropriations Act, 2016, Pub. L. 114-113 (Division E, Title VII, General Provisions Government-wide) and any successor provisions of law on making funds available through grants and cooperative agreements to entities with certain internal confidentiality agreements or statements.

**PREVENTING TERRORISM FINANCING (EXECUTIVE ORDER 13224)**

The Applicant/Grantee must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specialty Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: [www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx](http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)) or the United Nations Security designation list (online at: [www.un.org/sc/committees/1267/aq\\_sanctions\\_list.html](http://www.un.org/sc/committees/1267/aq_sanctions_list.html)).

The Representations and Certifications made herein are accurate and current as of the date indicated below.



**Applicant/Grantee Name:** \_\_\_\_\_

**Name of Authorized Representative:** \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## Attachment E - Grantee Wire Payment Enrollment Form

The Foundation for Food and Agriculture Research "FFAR" will use this information to remit payments via Wire Transfer directly to the bank and account designated below, and if necessary, debit entries and adjustments for any amount electronically deposited in error. Failure to provide complete and accurate information may delay or prevent the receipt of payment through the wire transfer system.

GRANTEE INFORMATION			
Grantee Name:			
Grantee Contact Full Name		Phone:	
Grantee Mailing Address			
City, State Zip Code			

FINANCIAL INSTITUTION INFORMATION	
Bank Name:	
Branch/Location:	
Bank Transit Routing/ABA Number <i>(for wire transfers)</i>	
Bank Account Number	

REMITTANCE E-MAIL (Required for payment notification)	
E-mail address:	

AUTHORIZATION STATEMENT/AGREEMENT			
By signing below, You certify that You are the owner of this account or the authorized representative for the organization that owns this account and You hereby authorize the Foundation for Food and Agriculture Research "FFAR" to remit payment via wire transfer. This authorization will remain in effect until Grantee have given written notice to terminate or until the FFAR has notified Grantee that this authorization has been discontinued. Grantee agree to notify the FFAR in writing of any changes to the account information or termination of this authorization. If necessary, Grantee authorize its bank and the FFAR to make any appropriate adjustments for payments made in error. If there is a debit block on the account, refund of payments due to error will be remitted through invoicing.			
Name: <i>(Please print)</i>		Date:	
Title:			
Authorized Signature:			

Please remit this completed form via e-mail, or mail to:

E-mail (preferred): [tim.boldt@boldtfinancial.com](mailto:tim.boldt@boldtfinancial.com)

Mail: Foundation for Food and Agriculture Research

Attn: Tim Boldt

401 9<sup>th</sup> Street, NW, Suite 630

Washington, DC 20001

### **GRANTEE WIRE TRANSFER ENROLLMENT FORM INSTRUCTIONS**

To enroll for payment, please complete the Grantee Wire Transfer Enrollment Form.

Complete the “Grantee Information” section of the form

1. Ask your financial institution to provide the “Financial Institution Information”
2. Make a copy of the completed form for your records
3. Return the completed form to the Foundation for Food and Agriculture Research, preferably, by email (see email address above), or mail.

**REMEMBER: It is the Grantee’s responsibility to notify the FFAR of banking information changes (i.e., account numbers, banks, etc.)**

Questions regarding wire transfers may be directed to Tim Boldt, at 540-229-9896.

# Agreement\_OMC\_Bowen\_12.15.2020 SIGNS

Final Audit Report

2020-12-17

Created:	2020-12-17
By:	Connie Bowen (cbowen@aglaunch.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzF987R7mzH6b5nVWtG196eHO_CXlcEiy

## "Agreement\_OMC\_Bowen\_12.15.2020 SIGNS" History

-  Document created by Connie Bowen (cbowen@aglaunch.com)  
2020-12-17 - 1:48:17 AM GMT- IP address: 128.92.21.163
-  Document emailed to Peter Nelson (pnelson@aglaunch.com) for signature  
2020-12-17 - 1:51:39 AM GMT
-  Email viewed by Peter Nelson (pnelson@aglaunch.com)  
2020-12-17 - 12:24:59 PM GMT- IP address: 74.125.214.15
-  Document e-signed by Peter Nelson (pnelson@aglaunch.com)  
Signature Date: 2020-12-17 - 12:26:50 PM GMT - Time Source: server- IP address: 98.251.177.134
-  Agreement completed.  
2020-12-17 - 12:26:50 PM GMT



## **LETTERS OF SUPPORT**

### **PARTNERS**

- Ag Ventures Alliance
- Strategic Economic Development Corporation (SEDCOR)
- AgLaunch Engine
- Tennessee Department of Agriculture
- CodeCrew
- The Seam
- Mid-South Family Farms
- Innova
- Agricenter International
- Epicenter Memphis
- Murray State University Hutson School of Agriculture
- Arkansas State University Delta Center for Economic Development
- Mass Economics

### **STARTUPS**

- Continuum
- Rantizo
- Salin247

June 6, 2022

Emily Miller, Director (acting)  
Office of Innovation and Entrepreneurship  
Economic Development Agency  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

Re: AgriX3 Innovation Platform: EDA-HDQ-OIE-2022-B2S

Dear Ms. Miller:

The purpose of this letter is to demonstrate support for the AgriX3 Innovation Platform AgLaunch is scaling from components and key learnings built because of its current EDA i6 and SPRINT funding. AgriX3 is changing the national landscape for commercializing agricultural innovations including biopesticides, autonomous farm equipment, and distributed ledger-based market opportunities building around a network of innovative farmers. Scaling AgriX3 as a platform for launching disruptive innovations combines the accelerator, investment, data, and field access in a unique model. A more resilient agrifood and business supply chain is a local and national strategic imperative.

Since its initial EDA awards, AgLaunch Initiative has leveraged funding and strategic partnerships across five regions and 15 states: Mississippi Delta, Midwest, Northwest, Lower Plains, and Appalachia to build one of the most innovative agrifood and agtech programs in the country because of its focus on centering farmers in innovation, particularly around a data-driven incubation network of farms.

The AgriX3 is an exciting expansion of AgLaunch's work and significant regional planning for food and ag businesses, business support to farmers and innovative agtech companies, access to private capital and government support for small businesses, and digital tools needed to grow and support startups and access new markets for small farmers. AgLaunch has brought focused and committed leadership, as well as enduring and beneficial partnerships, to the Mid-South Delta Ag Cluster, and this new opportunity would allow for that model to further scale across partnering clusters in the country.

Ag Ventures Alliance is a 300+ member, farmer-owned cooperative that invests in innovation with a mission to improve farm profitability. We do this by supporting ambitious founders developing new technology or value-added ag ventures.

Having worked with AgLaunch on key local and regional projects, Ag Ventures Alliance is fully supportive of the AgriX3 effort and will align strategic initiatives, networks, and convenings to help leverage the EDA investment into near-term and long-term benefit to the regional agrifood innovation clusters.

Sincerely yours,





June 6, 2022

Emily Miller, Director (acting)  
Office of Innovation and Entrepreneurship  
Economic Development Agency  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

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SEDCOR is the lead economic development entity for Oregon's Mid-Willamette Valley. Our organization leverages strong public and private partnerships to successfully retain, grow and attract high value traded sector jobs and capital investment to Marion, Polk and Yamhill counties, while providing member services that support business success. Seated in the heart of one of the nation's richest and diverse agricultural regions, SEDCOR recognizes that our natural resource base is the heart of an economy that includes food processing, advanced manufacturing, warehousing, distribution, technology, and tourism. That recognition has strengthened SEDCOR's commitment to supporting agriculture and businesses that add value to what we grow in the region.

Having worked with AgLaunch on key local and regional projects, SEDCOR is fully supportive of the AgriX3 effort and will align strategic initiatives, networks, and convenings to help leverage the EDA investment into near-term and long-term benefit to the regional agrifood innovation clusters.

Sincerely yours,



Alex Paraskevas  
Business Retention and Expansion Manager, SEDCOR

**President**  
Erik Andersson

**2021-2022  
Executive Council**

**Chair**  
Michael Fowler  
Cabinet Door Service

**Vice-Chair**  
Mike Keane  
Garrett Hemann  
Robertson

**Secretary/Treasurer**  
Ryan Allbritton  
Willamette Valley Bank

**Past Chair**  
Daryl Knox  
The Aldrich Group

**Members at Large**

Rich Duncan  
Rich Duncan  
Construction

Mark Hoyt  
Sherman Sherman  
Johnnie & Hoyt

Steve Powers  
City of Salem

Kate Schwarzer  
Indy Commons

Colm Wills  
Marion County  
Commissioner



June 13, 2022

Emily Miller, Director (acting)  
Office of Innovation and Entrepreneurship  
Economic Development Agency  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

*Re: AgriX3 Innovation Platform: EDA-HDQ-OIE-2022-B2S*

Dear Ms. Miller:

The purpose of this letter is to demonstrate support for the AgriX3 Innovation Platform AgLaunch is scaling from components and key learnings built because of its current EDA i6 and SPRINT funding. AgriX3 is changing the national landscape for commercializing agricultural innovations including biopesticides, autonomous farm equipment, and distributed ledger-based market opportunities building around a network of innovative farmers. Scaling AgriX3 as a platform for launching disruptive innovations combines the accelerator, investment, data, and field access in a unique model. A more resilient agrifood and business supply chain is a local and national strategic imperative.

Since its initial EDA awards, AgLaunch Initiative has leveraged funding and strategic partnerships across five regions and 15 states: Mississippi Delta, Midwest, Northwest, Lower Plains, and Appalachia to build one of the most innovative agrifood and agtech programs in the country because of its focus on centering farmers in innovation, particularly around a data-driven incubation network of farms.

The AgriX3 is an exciting expansion of AgLaunch's work and significant regional planning for food and ag businesses, business support to farmers and innovative agtech companies, access to private capital and government support for small businesses, and digital tools needed to grow and support startups and access new markets for small farmers. AgLaunch has brought focused and committed leadership, as well as enduring and beneficial partnerships, to the Mid-South Delta Ag Cluster, and this new opportunity would allow for that model to further scale across partnering clusters in the country.

AgLaunch Engine, LLC. manages the Appalachian AgriFood Regional Innovation Cluster for the Small Business Administration (SBA) to support regionally tailored economic development approaches that leverage farmer-led agricultural innovation across the Southern Appalachian region, including 240 counties in Alabama, Georgia, Kentucky, North Carolina, South Carolina, Tennessee, and Virginia. A primary goal of this work is to drive a regional model for supporting agricultural innovation and driving more startups out of university and national lab research.

Having worked with AgLaunch on key local and regional projects, AgLaunch Engine is fully supportive of the AgriX3 effort and will align strategic initiatives, networks, and convenings to help leverage the EDA investment into near-term and long-term benefit to the regional agrifood innovation clusters.



Sincerely yours,

A handwritten signature in black ink, appearing to read 'Lilly Tench'.

Lilly Tench  
Appalachian AgriFood Innovation Cluster Lead  
AgLaunch Engine



Tennessee Department of Agriculture  
Ellington Agricultural Center | P.O. Box 40627 | Nashville, TN 37204  
615-837-5100

Charlie Hatcher, D.V.M.  
Commissioner

Bill Lee  
Governor

June 13, 2022

Emily Miller, Acting Director  
Office of Innovation and Entrepreneurship  
Economic Development Agency  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

Dear Ms. Miller,

The Tennessee Department of Agriculture (TDA) is pleased to provide this letter of support for AgLaunch's AgriX3 Innovation Platform proposal to the Build to Scale Program offered by the Economic Development Agency's Office of Innovation and Entrepreneurship.

TDA is equally committed to advancing economic development initiatives that create opportunities and job growth. We support the tech-based project activities that are focused on innovations for farmers now and in the future. Additionally, AgriX3 efforts align with ours to create nutrient dense food and carbon negative farms.

TDA has partnered with AgLaunch since 2015 and provided financial support for the development of agricultural innovative opportunities.

Please reach out to our office if you have any questions or need any further information.

Sincerely,

Charlie Hatcher, D.V.M.  
Commissioner, Tennessee Department of Agriculture



#GritGrindCode

June 6, 2022

Emily Miller, Director (acting)  
Office of Innovation and Entrepreneurship  
Economic Development Agency  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

Re: AgriX3 Innovation Platform: EDA-HDQ-OIE-2022-B2S

Dear Ms. Miller:

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Since its initial EDA awards, AgLaunch Initiative has leveraged funding and strategic partnerships across five regions and 15 states: Mississippi Delta, Midwest, Northwest, Lower Plains, and Appalachia to build one of the most innovative agrifood and agtech programs in the country because of its focus on centering farmers in innovation, particularly around a data-driven incubation network of farms.

The AgriX3 is an exciting expansion of AgLaunch's work and significant regional planning for food and ag businesses, business support to farmers and innovative agtech companies, access to private capital and government support for small businesses, and digital tools needed to grow and support startups and access new markets for small farmers. AgLaunch has brought focused and committed leadership, as well as enduring and beneficial partnerships, to the Mid-South Delta Ag Cluster, and this new opportunity would allow for that model to further scale across partnering clusters in the country.

CodeCrew mentors underrepresented youth to be tech innovators and leaders through practical, hands-on computer science education programs throughout Memphis. Since May 2015, we have taught more than 5,000 students to code through our summer camps, after school programs, in-school electives, and special events. Of the more than 2,000 kids we serve weekly, 91% are Black and Hispanic youth, 47% are girls



*#GritGrindCode*

who code, and overall, 89% of our students are more likely to study computer science. Additionally, we have started a code school to serve young adults who are looking to enter the technology workforce through an alternative educational pathway.

Having worked with AgLaunch on key local and regional projects, CodeCrew is fully supportive of the Agrix3 effort and will align strategic initiatives, networks, and convenings to help leverage the EDA investment into near-term and long-term benefit to the regional agrifood innovation clusters.

If you have any questions, please feel free to reach out to me at [team@code-crew.org](mailto:team@code-crew.org) or 901.484.4203.

Sincerely yours,

Meka Egwuekwe  
Executive Director

June 6, 2022

Emily Miller, Director (acting)  
Office of Innovation and Entrepreneurship  
Economic Development Agency  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

Re: AgriX3 Innovation Platform: EDA-HDQ-OIE-2022-B2S

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The Seam is a 20-year technology company based in Memphis, TN focused exclusively on the food and agriculture space. With electronic platforms powering the U.S. Cotton Trust Protocol and U.S. Sustainable Peanut Initiative, online trading and commodities management, online food brokering, The Seam continues to advance into other food/ag initiatives with emerging technologies providing increased traceability and transparency.

Having worked with AgLaunch on key local and regional projects, The Seam is fully supportive of the AgriX3 effort and will align strategic initiatives, networks, and convenings to help leverage the EDA investment into near-term and long-term benefit to the regional agrifood innovation clusters.

Sincerely,



Mark Pryor  
Chairman and Chief Executive Officer





139 N. Main St. – P.O. Box 380, Ripley, TN 38063  
(731)635-1903 phone (731)635-1908 fax

June 6, 2022

Emily Miller, Director (acting)  
Office of Innovation and Entrepreneurship  
Economic Development Agency  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

Re: *AgriX3 Innovation Platform: EDA-HDQ-OIE-2022-B2S*

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The AgriX3 is an exciting expansion of AgLaunch's work and significant regional planning for food and ag businesses, business support to farmers and innovative agtech companies, access to private capital and government support for small businesses, and digital tools needed to grow and support startups and access new markets for small farmers. AgLaunch has brought focused and committed leadership, as well as enduring and beneficial partnerships, to the Mid-South Delta Ag Cluster, and this new opportunity would allow for that model to further scale across partnering clusters in the country.

Mid-South Family Farms is a multi-generation family farm that has operations in several locations in West Tennessee and Northwest Mississippi.

Having worked with AgLaunch on key local and regional projects, Mid-South Family Farms is fully supportive of the AgriX3 effort and will align strategic initiatives, networks, and convenings to help leverage the EDA investment into near-term and long-term benefit to the regional agrifood innovation clusters.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Scott Fullen", is written over a light blue horizontal line.

Scott Fullen, Partner  
Mid-South Family Farms



June 10, 2022

Emily Miller, Director (acting)  
Office of Innovation and Entrepreneurship  
Economic Development Agency  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

*Re: AgriX3 Innovation Platform: EDA-HDQ-OIE-2022-B2S*

Dear Ms. Miller:

The purpose of this letter is to demonstrate our support for the AgriX3 Innovation Platform AgLaunch is scaling from components and key learnings built because of its current EDA i6 and SPRINT funding. AgriX3 is an important platform to support the much-needed commercialization of agricultural innovations including biopesticides, autonomous farm equipment, and distributed ledger-based market opportunities building around a network of innovative farmers. Scaling AgriX3 as a platform for launching disruptive innovations combines the accelerator, investment, data, and field access in a unique model. A more resilient agrifood and business supply chain is a local and national strategic imperative.

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Our firm, Innova Memphis, has worked with the team at AgLaunch since 2015 and our USDA-licensed early stage venture capital fund has supported many of the startups that have gone through various AgLaunch programs. Combining and expanding AgLaunch's initiative under the Agri3X umbrella will provide even more opportunities for new food and ag businesses, business support to farmers and innovative agtech companies, access to private capital and government support for small businesses, as well as the digital tools needed to grow and support startups. AgLaunch has a strong track record of bringing focused and committed leadership, as well as enduring and beneficial partnerships, to the Mid-South Delta Ag Cluster, and this new opportunity would allow for that model to further scale across partnering clusters in the country.

Having worked with AgLaunch on key local and regional projects, Innova is very supportive of the Agri3 effort, which will align strategic initiatives, networks, and convenings to help leverage the EDA investment into near-term and long-term benefit to the regional agrifood innovation clusters.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jan Bouten".

**Jan Bouten**  
Managing Partner  
Innova Memphis, Inc.  
Innova Ag Innovation Fund IV, LP



June 6, 2022

Emily Miller, Director (acting)  
Office of Innovation and Entrepreneurship  
Economic Development Agency  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

Re: AgriX3 Innovation Platform; EDA-HDQ-OIE-2022-B2S

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Agricenter International is a non-profit 501(c)3 dedicated to advancing knowledge and understanding of agriculture. It is an education, agribusiness, research and agricultural hub of the Mid-South, with a \$524 million annual economic impact on the region. We host over 1.3 million visitors and educate more than 10,000 students each year.

Having worked with AgLaunch on key local and regional projects, Agricenter International is fully supportive of the AgriX3 proposal.

Sincerely yours,

A handwritten signature in black ink, appearing to read "John R. Bulter".

John R. Bulter  
President, Agricenter International



June 8, 2022

Emily Miller, Director (acting)  
Office of Innovation and Entrepreneurship  
Economic Development Agency  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

Re: AgriX3 Innovation Platform: EDA-HDQ-OIE-2022-B2S

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Epicenter supports startups and small business owners as the hub of the entrepreneurial ecosystem in Memphis and Shelby County, Tenn. We collaborate with a network of partners to ensure that entrepreneurs have equitable access to the networks, ideas, people, capital, and customers they need to launch and thrive. Epicenter's goal is to ensure authentic opportunity via entrepreneurship, an effective strategy for building family/community wealth for marginalized and underestimated business owners. In support of this vision, we seek and support robust partnerships that develop programmatic and infrastructure initiatives to catalyze an equitable, inclusive economy for the Memphis region.

Having worked with AgLaunch as one of these partners on key local and regional projects, Epicenter is fully supportive of the Agrix3 effort and will align strategic initiatives, networks, and convenings to help leverage the EDA investment into near-term and long-term benefit to the regional agrifood innovation clusters.

Sincerely,



Jessica Taveau  
President and CEO





**MURRAY STATE UNIVERSITY**  
**Hutson School of Agriculture**

June 6, 2022

Emily Miller, Director (acting)

Office of Innovation and Entrepreneurship

Economic Development Agency

U.S. Department of Commerce  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

*Re: AgriX3 Innovation Platform: EDA-HDQ-OIE-2022-B2S*

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The Hutson School of Agriculture at Murray State University has a long-standing tradition of getting an education instead of just a degree. This support of AgLaunch will initiate emerging agritech and agrifood innovations to provide great opportunities for our students and community.

Having worked with AgLaunch on key local and regional projects, Murray State University Hutson School of Agriculture is fully supportive of the AgriX3 effort and will align strategic initiatives, networks, and convenings to help leverage the EDA investment into near-term and long-term benefit to the regional agrifood innovation clusters.

Sincerely,

Tony Brannon, Dean

Hutson School of Agriculture

**We are Racers.**

*[murraystate.edu](http://murraystate.edu)*

Office of the Dean

Page 103 of 103 South Oakley Science Building, Murray, KY 42071-3345 | 270-809-3328 | FAX 270-809-5454 | [murraystate.edu/agr](http://murraystate.edu/agr)

Equal education and employment opportunities M/F/D, AA employer. Murray State University supports a clean and healthy campus. Please refrain from personal tobacco use.



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**DELTA CENTER FOR ECONOMIC DEVELOPMENT**

319 University Loop West, Jonesboro, AR 72401 | o: 870-972-3000 | f: 870-972-3806

June 9, 2022

Ms. Emily Miller, Director (Acting)  
Office of Innovation and Entrepreneurship  
Economic Development Administration  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

*Re: AgriX3 Innovation Platform: EDA-HDQ-OIE-2022-B2S*

Dear Ms. Miller:

It is with pleasure that I write in support of AgLaunch's AgriX3 Innovation Platform, which is being scaled from components and key learnings from its current EDA i6 and SPRINT funding. AgriX3 is changing the national landscape for commercializing agricultural innovations including biopesticides, autonomous farm equipment, and distributed ledger-based market opportunities building around a network of innovative farmers. Scaling AgriX3 as a platform for launching disruptive innovations combines the accelerator, investment, data, and field access in a unique model. I believe a more resilient agrifood and business supply chain is a local and national strategic imperative.

Since its initial EDA awards, AgLaunch has leveraged funding and strategic partnerships across five regions and 15 states: Mississippi Delta, Midwest, Northwest, Lower Plains, and Appalachia to build one of the most innovative agrifood and agtech programs in the country because of its focus on centering farmers in innovation, particularly around a data-driven incubation network of farms.

The AgriX3 is an exciting expansion of AgLaunch's work and significant regional planning for food and ag businesses, business support to farmers and innovative agtech companies, access to private capital and government support for small businesses, and digital tools needed to grow and support startups and access new markets for small farmers. AgLaunch has brought focused and committed leadership, as well as enduring and beneficial partnerships, to the Mid-South Delta Ag Cluster, and this new opportunity would allow for that model to further scale across partnering clusters in the country.

The Delta Center for Economic Development at Arkansas State University has worked closely with AgLaunch in the past and strongly supports its efforts for the AgriX3 Innovation Platform. AgLaunch provides a transformative link for communities in the Delta.

Its inclusive and innovative approach to business will only be complemented by an opportunity to scale forward in order to meet the dynamic needs of the agricultural industry.

Having worked with AgLaunch on key local and regional projects, the Delta Center is fully supportive of the Agrix3 effort and will align strategic initiatives, networks, and convenings to help leverage the EDA investment into near-term and long-term benefit to the regional agrifood innovation clusters.

On this basis, I do hope you will give AgLaunch all due consideration. Thank you for your time, and please do not hesitate to contact me should you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Andrea Allen".

Andrea Allen, Executive Director  
Delta Center for Economic Development



June 6, 2022

Emily Miller, Director (acting)  
Office of Innovation and Entrepreneurship  
Economic Development Agency  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

Re: AgriX3 Innovation Platform: EDA-HDQ-OIE-2022-B2S

Dear Ms. Miller:

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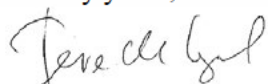
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Mass Economics is a research and consulting firm specializing in business and economic analysis and strategy development. We are a technical firm with expertise in analytics, modeling, and strategy, as well as a mission-driven organization committed to supporting innovation and inclusive economic growth across a wide range of scales – from individual sites within neighborhoods up to multi-state regions. Among others, one of our foci include mapping – and identifying opportunities within – agricultural and food supply chains from farm to table.

Having worked with AgLaunch on key local and regional projects – including in the Mid-South Delta and across the U.S. – Mass Economics is fully supportive of the AgriX3 effort and will align strategic initiatives, networks, and convenings to help leverage the EDA investment into near-term and long-term benefit to the regional agrifood innovation clusters.

Sincerely yours,



Teresa Lynch  
Founding Principal, Mass Economics

552 Massachusetts Avenue, Suite 201 Cambridge, MA 02139





# CONTINUUM AG: LETTER OF SUPPORT

June 9, 2022

Emily Miller, Director (acting)  
Office of Innovation and Entrepreneurship  
Economic Development Agency  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

Re: AgriX3 Innovation Platform: EDA-HDQ-OIE-2022-B2S

Dear Ms. Miller:

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108 West Main St, Washington, IA 52353  
319-461-9056 | [mitchell@continuum.ag](mailto:mitchell@continuum.ag)  
[www.continuum.ag](http://www.continuum.ag)



As a startup participant of the AgLaunch programming, AgriX3 is an exciting expansion of AgLaunch's work and significant regional planning for food and ag businesses, business support to farmers and innovative agtech companies, access to private capital and government support for small businesses, and digital tools needed to grow and support startups and access new markets for small farmers. AgLaunch has brought focused and committed leadership, as well as enduring and beneficial partnerships, to the Mid-South Delta Ag Cluster, and this new opportunity would allow for that model to further scale across partnering clusters in the country.

Continuum Ag is a leader in soil health data and sustainable ag systems. As an unbiased data intelligence company and thought leader, Continuum plays a vital role as a catalyst in data-driven supply chains. Through strategic alignments and their proprietary TopSoil Tool, Continuum works with farmers to implement regenerative soil practices to reduce their carbon footprint while increasing profitability.

Having worked with AgLaunch to connect with farmers and build a business, Continuum Ag is fully supportive of the AgriX3 effort to help leverage the EDA investment into near-term and long-term benefit to the regional agrifood innovation clusters.

Sincerely yours,

Mitchell Hora

Founder/CEO, Continuum Ag

108 West Main St, Washington, IA 52353  
319-461-9056 | [mitchell@continuum.ag](mailto:mitchell@continuum.ag)  
[www.continuum.ag](http://www.continuum.ag)



June 9, 2022

Emily Miller, Director (acting)  
Office of Innovation and Entrepreneurship  
Economic Development Agency  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

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Rantizo is the leader in agriculture drone application. We make drone spraying safe, legal and convenient. Rantizo has built a network of small businesses that use drones for application across tens of thousands of acres in more than 20 states. An early key to our success was participation in the AgLaunch program and the entrepreneurial ecosystem with which they connected us. AgLaunch connected us with experienced mentors, farmers, expertise in setting up businesses as well as capital.

Having worked with AgLaunch to connect with farmers and build a business, Rantizo is very supportive of the AgriX3 effort to help leverage the EDA investment into near-term and long-term benefit to the regional agrifood innovation clusters.

Sincerely yours,

Matt Beckwith  
CEO, Rantizo



June 8, 2022

Emily Miller, Director (acting)  
Office of Innovation and Entrepreneurship  
Economic Development Agency  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Suite 71014  
Washington, DC 20230

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The purpose of this letter is to demonstrate support for the AgriX3 Innovation Platform AgLaunch is scaling from components and key learnings built because of its current EDA i6 and SPRINT funding. AgriX3 is changing the national landscape for commercializing agricultural innovations including biopesticides, autonomous farm equipment, and distributed ledger-based market opportunities building around a network of innovative farmers. Scaling AgriX3 as a platform for launching disruptive innovations combines the accelerator, investment, data, and field access in a unique model.

Since its initial EDA awards, AgLaunch Initiative has leveraged funding and strategic partnerships across five regions and 15 states: Mississippi Delta, Midwest, Northwest, Lower Plains, and Appalachia to build one of the most innovative agrifood and ag tech programs in the country because of its focus on centering farmers in innovation, particularly around a data-driven incubation network of farms.

As a startup participant of the AgLaunch programming, AgriX3 is an exciting expansion of AgLaunch's work and significant regional planning for food and ag businesses, business support to farmers and innovative agtech companies, access to private capital and government support for small businesses, and digital tools needed to grow and support startups and access new markets for small farmers. AgLaunch has brought focused and committed leadership, as well as enduring and beneficial partnerships, to the Mid-South Delta Ag Cluster, and this new opportunity would allow for that model to further scale across partnering clusters in the country.

Salin 247 is a startup based in Ames, IA. We are developing small-scale, light-weight, autonomous farm machinery. Our machines will help growers address soil compaction and the high cost of farm machinery. Salin 247 is a member of the 2021/22 AgLaunch 365 Row Crop Challenge program. The program has helped us significantly in terms of go-to-market and intellectual property strategy as well as product testing. Interacting with the AgLaunch staff and network of growers has been extremely valuable to us.

Having worked with AgLaunch to connect with farmers and build a business, Salin 247 is fully supportive of the AgriX3 effort to help leverage the EDA investment into near-term and long-term benefit to the regional agrifood innovation clusters.

Sincerely yours,

Dave Krog  
CEO, Salin 247, Inc.



## BUDGET NARRATIVE

AgLaunch requests \$1,500,000 funding for 36 months from EDA for the Build to Scale-Venture Challenge Scale grant. This funding will be leveraged with non-federal cash match as follows: \$250,000 from LaunchTN, \$400,000 from Foundation for Food and Ag Research, \$400,000 from the Poplar Foundation, and \$300,000 from Oklahoma Farm Bureau, as well as additional \$150,000 in-kind staff support from Oklahoma Farm Bureau. The cumulative budget will fund personnel, equipment, supplies, and contracting expenses associated with scaling and implementing AgriX3, a unique accelerator platform to propel the agricultural innovations of the future, across four additional key regions.

### **Federal Cash (total value of \$1,500,000):**

U.S. Economic Development Authority: \$1,500,000 over 36 months

### **Non-Federal Cash Match (total value of \$1,500,000):**

Applicant: \$0

State: \$250,000 – LaunchTN

Local: \$400,000 – Poplar Foundation

Industry: \$300,000 – Oklahoma Farm Bureau

Other: \$400,000 – Foundation for Food and Ag Research

### **Non-Federal In-Kind Match (total value \$0):**

Applicant: \$0

State: \$0

Local: \$0

Industry: \$150,000 – Oklahoma Farm Bureau

Other: \$0

To successfully scale the **AgriX3**, the following annual costs will be incurred:

- **Personnel** – The Senior Executive team will spend a low percentage of FTE on this project largely providing oversight and strategic alignment internally and externally. These positions and FTE % allocation are as follows:
  - Executive Director (5%);
  - Senior Director (15%);
  - Director, Entrepreneurship (33%);
  - Accelerator Lead (33%);
  - Soil and Data Specialist (33%); and
  - Operations Coordinator (33%).

Pete Nelson, the Executive Director at AgLaunch will serve as Project Director providing oversight to the team, while leading the design effort for the overarching initiative. Rebecca Kaufman, Senior Director, will oversee subcontractor agreements, manage relationships with regional stakeholders, and ensure alignment with other AgLaunch projects and grants. Kelly Bumpus, Soil and Data Specialist will oversee contractors and the scaling of Data Commons (EDA i6 project) and Open Market Consortium, ensuring those tech platforms are integrated into on-farm trials and portfolio

startups. Margaret Oldham, Director of Entrepreneurship, will oversee the startup activities and provide investment expertise, oversee deal flow, and on farm trial deployment, as well as collaborate with Ag Ventures Alliance on angel investor education and coordination. Sarah Varble, Entrepreneurial Program Lead (33% FTE) will manage the entire process of recruitment, screening, offer letters, schedule coordination, related events, and all other aspects of running the accelerator events. Administrative support will be provided by Operations Coordinator at 33% FTE.

Position Title	Annual Salary	FTE	Annual Project Salary	Grant Period Project Salary Total
Project Director (Executive Director)	\$165,000	5%	\$8,250	\$24,750
Senior Director	\$135,000	15%	\$20,250	\$60,750
Director, Entrepreneurship	\$135,000	33%	\$44,550	\$133,650
Soil and Data Specialist	\$95,000	33%	\$31,350	\$94,050
Entrepreneurial Program Lead	\$95,000	33%	\$31,350	\$94,050
Operations Coordinator	\$85,000	33%	\$28,050	\$84,150
<b>PERSONNEL TOTAL</b>				<b>\$491,400</b>

- **Fringe Benefits** – All project staff members will receive fringe benefits budgeted at 20% of their grant-covered salary.

Position Title	Grant Period (36-Months) Salary	36-Month Fringe Benefits
Project Director (Executive Director)	\$24,750	\$4,950
Senior Director	\$60,750	\$12,150
Director, Entrepreneurship	\$133,650	\$26,730
Soil and Data Specialist	\$94,050	\$18,810
Entrepreneurial Program Lead	\$94,050	\$18,810
Operations Coordinator	\$84,150	\$16,830
	<b>Fringe Benefit Total</b>	<b>\$98,280</b>

- **Travel** – AgLaunch has budgeted \$128,956.36 for pre-approved travel expenses to cover costs of site visits, farm tours, and field trial management across all five regions.
- **Equipment** – AgLaunch has budgeted \$30,000 for equipment for this project including but not limited to tablets/laptops, field sensors/IOT networks, and communications equipment (cameras, etc.).
- **Supplies** – A supply budget of \$15,000 will cover supplies for program participants including curriculum materials, sampling materials (for collecting field samples), and shipping materials.

- **Contractual** – \$600,000 over 36 months. AgLaunch will expand its contract with The Seam to support the scale of Data Commons, Open Market Consortium, and an online portal for AgLaunch Farmer Network members to bring together market access, ability to leverage data into new product innovation, and increase ability to be engaged in deal flow. Additionally, AgLaunch will subcontract to Tom Womack, former Deputy Commissioner of Agriculture for the Tennessee Department of Agriculture to lead engagement in other target regions.
- **Construction** – No construction investments will be made under this grant.
- **Other** – “Other” costs include non-federal cash and in-kind match as follows. These include funding key components of AgriX3:
  - \$250,000 – LaunchTN
  - \$400,000 – Poplar Foundation
  - \$450,000 – Oklahoma Farm Bureau
  - \$400,000 – Foundation for Food and Ag Research
- **Total Direct Charges** for the above noted items totals \$1,363,636.36.00
- **Indirect Charges** – Indirect charges are valued at \$136,363.64, based on AgLaunch not having a Federal indirect rate and taking the 10% allowable. AgLaunch does not have an ICR Agreement; it has never received an ICR; and it is electing to charge the *de minimis* rate.

The total anticipated program expenses from EDA are **\$1,500,000.00** (direct + indirect).



**State Single  
Point of Contact**

- **Kentucky**
- **Arkansas**
- **Missouri**





**OFFICE OF THE GOVERNOR  
DEPARTMENT FOR LOCAL GOVERNMENT**

**Andy Beshear  
Governor**

100 AIRPORT ROAD, THIRD FLOOR  
FRANKFORT, KENTUCKY 40601  
PHONE (502) 573-2382  
FAX (502) 227-8691  
[www.kydlgweb.ky.gov](http://www.kydlgweb.ky.gov)

**Dennis Keene  
Commissioner**

June 13, 2022

Mr. Peter Nelson  
AgLaunch Initiative  
1319 Heistan Place  
Memphis, TN 38104

RE: AgriX3  
SAI# KY202206130826  
CFDA# 11.024

Dear Mr. Nelson:

The Kentucky State e-Clearinghouse is the official designated Single Point of Contact (SPOC) for the Commonwealth pursuant to Presidential Executive Order 12372, and supported by Kentucky Statutes KRS 45.031. The primary function of the SPOC is to streamline the review aforementioned process for the applicant and the funding agency. This process helps in vocalizing the statutory and regulatory requirements. Information in the form of comments, if any, will be attached to this correspondence.

This proposal has been reviewed by the appropriate state agencies in the e-Clearinghouse for conflicts with state or local plans, goals and objectives. After receiving this letter you should make it available to the funding agency and continue with the funding agencies application process. This e-Clearinghouse SPOC letter signifies only that the project has followed the state reviewing requirements, and is neither a commitment of funds from this agency or any other state or federal agency. Please remember if any federal reviews are required the applicant must follow through with those federal agencies.

The results of this review are valid for one year from the date of this letter. If the project is not submitted to the funding agency or not approved within one year after the completion of this review, the applicant can request an extension by email to [Lee.Nalley@ky.gov](mailto:Lee.Nalley@ky.gov). If the project changes in any way after the review, the applicant must reapply through the e-Clearinghouse for a new review. There are no exceptions.

If you have any questions regarding this letter or the review process please contact the e-Clearinghouse office at 502-892-3462.

Sincerely,

Lee Nalley, SPOC  
Kentucky State Clearinghouse



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## ARKANSAS-AgLaunch Initiative: CFDA: 11.024 – EDA-HDQ-OIE-2022-2007288 - Build to Scale

1 message

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**Rebecca Kaufman** <rkaufman@aglaunch.com>

Mon, Jun 13, 2022 at 3:11 PM

To: IGSCclearinghouse@dfa.arkansas.gov

Cc: Pete Nelson <pnelson@aglaunch.com>, Brandi Rinks <brinks@aglaunch.com>

To Whom It May Concern:

Please find attached the Project Narrative, Budget Narrative, and completed 424 forms for AgLaunch's EDA Build to Scale-Venture Grant Application. If you need anything else from us, please let me know.


Thanks for your help,

Rebecca Kaufman

--  
**Rebecca Kaufman**  
Senior Director, AgLaunch  
501.766.7133

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### 4 attachments

 **EDA Build to Scale- Budget Narrative, FINAL.pdf**  
185K

 **WS00922264-SF424A-V1.0-2.pdf**  
237K

 **WS00922264-SF424\_4\_0-V4.0.pdf**  
275K

 **2022 EDA B2S- Project Narrative, FINAL.pdf**  
1784K

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## MISSOURI-AgLaunch Initiative: CFDA: 11.024 – EDA-HDQ-OIE-2022-2007288 - Build to Scale

1 message

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**Rebecca Kaufman** <rkaufman@aglaunch.com>

Mon, Jun 13, 2022 at 3:12 PM

To: Sara.Vanderfeltz@oa.mo.gov, igr@oa.mo.gov

Cc: Pete Nelson <pnelson@aglaunch.com>, Brandi Rinks <brinks@aglaunch.com>

To Whom It May Concern:

Please find attached the Project Narrative, Budget Narrative, and completed 424 forms for AgLaunch's EDA Build to Scale-Venture Grant Application. If you need anything else from us, please let me know.

Thanks for your help,

Rebecca Kaufman

--  
**Rebecca Kaufman**  
Senior Director, AgLaunch  
501.766.7133

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### AGLAUNCH RESUMES

- Pete Nelson, President
- Rebecca Kaufman, Senior Director
- Margaret Oldham, Director of Entrepreneurship
- Sarah Varble, Ph.D., Entrepreneurial Program Lead
- Brandi Rinks, Administrative & Operations Coordinator

# PETER NELSON

(b) (6)

| [pnelson@aglaunch.com](mailto:pnelson@aglaunch.com)

Over twenty-year career in the agriculture industry focusing on innovation, diverse cropping systems, farm-centric investment models, and sustainable economic development.

## Experience

### ***AgLaunch Initiative (2015-Present)***

#### *President & Executive Director*

- Worked with regional stakeholders and advisory board to set up AgLaunch Initiative as an independent, nonprofit organization.
- Managing & supporting portfolio of 18 startup companies in row crops, livestock and specialty crops.
- Managing two dozen agtech startup trial sites across a ½ dozen farms through AgLaunch Farmer Network & implementing Model Farm rural incubation showcase.
- Coordinating core programming including nationally recognized accelerator approach & mentor network.
- Supporting other states and partners to create farm-centric innovation platforms.

### ***Memphis Bioworks Foundation (2015-2018)***

#### *VP Agricultural Innovation*

- Worked with Tennessee Department of Agriculture & other stakeholders to set up AgLaunch Initiative as a regional agricultural innovation and entrepreneurship initiative built around a farmer network including institutionalizing the program in the findings of the Governor's Rural Task Force.
- Co-Led with Innova Memphis & 8 Farm Credit Banks the successful creation of a \$31 Million USDA Rural Business Investment Program fund focused on early stage agricultural innovation.
- Coordinated Phase I of a 98 county, 5 state MS Delta regional strategy working with multi-state, multi-disciplinary steering committee and managed consulting contract with KK&P of New York, NY & Mass Economic of Boston, MA.
- Managed Ag Innovation Development Group, LLC. (acquired by Bioworks in January 2016) to screen, license and commercialize university & other early-stage technology.

### ***Ag Innovation Development Group, LLC. (AgIDG) (2013-2015)***

#### *CEO & Co-Founder*

- Created model for working with university technology transfer organization (TTOs) to

share risk in screening, protecting, and spinning out agtech companies.

- Successfully licensed technology and started Secure Food Solutions (SFS) working with MS State University and USDA ARS focused on food safety. SFS has won multiple STTR grants from National Science Foundation to support their technology.
- Manage successful acquisition of AgIDG by Memphis Bioworks Foundation in January 2016.

### ***BioDimensions, Inc. (2006-2013)***

#### *Director, Business Development*

- Co-founded and co-managed portfolio of three startup companies related to value-added agriculture (enzymes produced as a corn byproduct, new winter oilseeds, and specialty sorghum) including multiple successful USDA SBIR, VAPG, REAP awards, funding from United Sorghum Checkoff Program and other funding to support pilot processing facility development and farm-level production and modeling.
- Managed programs for federal and state organizations including USDA, Tennessee Department of Agriculture, and Delta Regional Authority through contracts with Memphis Bioworks Foundation.
- Partnered with Battelle Technology Partnership Practice (now TEconomy) to develop the MS Delta (98 county, 5 state region) Strategic Plan for Biobased Products, and strategic planning for land grant universities across the US.
- Developed consulting and contract research contracts for field testing new crops across multi-state farm & university experiment station network working with KWS, BetaSeed, Agrisoma, Ceres, Mendel, Monsanto, Case IH and other companies including first commercial scale pilot testing for sweet sorghum in ethanol and other industrial fermentation processes.

### ***Before 2003***

- Co-Developed Biobased Information System (BIS) –early platform for internet-based information exchange on new markets for agricultural crops.
- Set up AgroTech Communications to manage conferences and newsletters related to new crops & markets starting in 1998.
- Planted first alternative crops and pilot harvesting/processing starting in 1997.
- Worked on a small farm and at a John Deere Dealership.

### **Education**

2005-2007, BA, English, University of Memphis, Memphis, TN

2003-2005, Southwest Tennessee Community College, Memphis, TN

1992-1993, Appalachian State University, Boone, NC

# Rebecca Kaufman

J.D., M.P.S.

(b) (6)

*Adaptable startup executive and attorney with rural development experience who excels at advancing strategic goals while attending to the details and building meaningful relationships*

## EDUCATION

### Juris Doctor

University of Arkansas at Little Rock  
Bowen School of Law  
Little Rock, AR 2011

### Masters of Public Service

Clinton School of Public Service  
Little Rock, AR 2013

### Bachelor of Arts, Journalism

University of Mississippi  
Oxford, MS 2007

## VOLUNTEER & AWARDS

- LISC Rubinger Fellow
- Life Science TN Policy Committee and Board Member
- Community Foundation of Greater Memphis GiVE365 Member
- Shelby County Election Commission Poll Worker

## REFERENCE

Justin Burch  
Program Director,  
Workforce Development  
Rural LISC  
Phone: (b) (6)

## EXPERIENCE

### Senior Director

AgLaunch April 2017 Present

- Support strategic planning, partnership development, and program oversight for a 501(c)(3) supporting innovation in agriculture
- Manage staff of 8 people and implement hiring and evaluation processes
- Develop and oversee grant deliverables, metrics, and reporting for multiple funders and stakeholders including federal, state, and private foundation grants and contracts

### Director of Policy and Research

Delta Regional Authority January 2016 April 2017

- Coordinated policy and research efforts, as well as special projects for federal-state agency focused on economic development in the Delta region, like Requests for Proposals, White House Rural Council initiatives, special events, and VIP visits to the region.
- Managed and oversaw the Delta Research Consortium, a collaborative group of higher educational institutions, and the Delta Entrepreneurship Network, consisting of nearly 30 Fellows
- Created and guided policy white papers regarding current policy issues and oversee updating previously created research reports and action plans for Agency.

### Communications Coordinator

Delta Regional Authority April 2015 December 2015

- Supported Communications Director, Chief of Staff, & Federal Co-Chairman
- Researched priorities of community partners and wrote talking points for the Chairman for speaking engagements; coordinated with media during events; staffed Chairman at events.
- Wrote Chairman's Briefings and op-eds for agency, as well as talking points and remarks for events.
- Organized and hosted White House Rural Council Rural Opportunity Investment Conference with more than 100 participants and engaging national experts and rural practitioners.

### Deputy Communications & Policy Director

Mike Ross for Governor November 2013 November 2014

- Supported Communications Director and Campaign Policy Advisor
- Researched and finalized policy proposals focused on seniors, veterans, and crime reduction for candidate and campaign to be used in media and statewide distribution.
- Engaged with key stakeholders in numerous policy areas to discuss policy concerns and considerations.
- Prepared background information and talking points for candidate for speaking engagements and coordinated with media during events.

### Associate Attorney

Carney, Bates, & Pulliam, PLLC 2011 2013; Jan April 2015

- Engaged in complex civil litigation including research and analysis regarding consumer protection issues and deceptive trade practices statutes, analyzed probable outcomes of cases using knowledge of legal precedents by interpreting laws, rulings, and regulations.
- Wrote memoranda and review legal briefs, as well as drafted responses and replied to opposing counsel's motions.
- Interviewed potential clients and gathered public record research relevant to each potential case and conducted document review projects.

# Margaret Wallace Oldham

(b) (6)

(b) (6)

## Professional Summary

30 year industry veteran with proven track record in agricultural sales, marketing, leadership/management and training/development. Innovative, customer-focused problem solver with the ability to take an idea from origination to standard operating procedure. Excellent communicator with powerful relationship skills that generate proven results and revenue.

## Performance Competencies

**Innovation/Creativity**  
**Strategic Leadership/Team builder**  
**High Impact Communication**

**Proven Sales and Marketing Results**  
**Client/Customer Focused**  
**Social Media/Website management**

## Professional Experience:

**1999-May 2016**

**BECK AG, INC.**

*2/15-5/16*

*Director of Experiential Learning, Collierville, TN*

Focused on expanding Beck Ag's virtual market instruction business while maintaining director responsibility for BeckAgConnects and revenue generation with new and existing clients

*11/10 – 2/15*

*Director of Innovation and Opportunity*

Focused on bringing new solution offerings and leading the Beck Ag team to implement profitable and sustainable innovation

*1/05- 11/10*

*Director of Business Development*

Focused on growing Beck Ag's business through revenue generation with new and existing clients

*8/99 – 12/04*

*Independent Consultant*

Roles included Moderator, Account Lead, and Implementation Leader

## Key Accomplishments

- **Proven track record of revenue generation and consulting success** with clients including Elanco Animal Health, FMC, Bayer Animal Health, BASF and assisted with Dow Agro Sciences, Deere & Co., Monsanto, Pfizer and other clients
  - Worked with clients to implement experience sharing strategies and/or specific tactics in:
    - Animal health segments: swine, poultry, stocker & feedlot cattle, dairy
    - Specialty segments: forestry, termites, golf courses
    - Crop protection segments: corn, soybeans, rice, peanuts, cotton, tomatoes, tree/nut/vine



- Worked with clients to implement experience sharing strategies and/or specific tactics targeting these audiences: Non-industrial private forest landowners, pest control operators, golf course superintendents, crop protection retailers, veterinarians, animal health nutritionists and producers (crop and livestock)
- **Created unique market instruction tactics** blending elements of Beck Ag's virtual model and traditional stand-up training and defined process, roles and content to meet clients' objectives and learners' needs. Key clients included: Dow Agro Sciences, ASI, Machinery Link, Deere & Co., FMC.
  - FMC Business Academy, at 11 years, is the longest continuous marketing program facilitated by Beck Ag and impacted more than 5,000 retailers through skill development.
    - Program generated almost \$4 million in revenue for Beck Ag in this period
    - Directed content development for Bridging Generations, Sales, Coaching, Motivating, Planning and Interpersonal Skills Classes
    - Results in 11<sup>th</sup> year were even stronger than the previous 10 years:
      - 98% of survey respondents said they would recommend the class to peers (compared to 94% average of previous 10 years)
      - 97% of survey respondents said they would participate in future opportunities (compared to 92% average of previous 10 years)
- **Created the first Conference Recap** as a way to address client concern and is now a standard extension tactic in 90% of experience sharing strategies implemented by Beck Ag.
- **Created and defined implementation process for AgKnowledge Modules™ (AKMs)** as an online, individual paced learning tool for clients such as FMC, BASF, Dow Agro Sciences to extend the impact of experience sharing campaigns to passive and additional target audiences.
  - Led the creation and implementation of 25 AKMs to reach thousands of retailers and growers with specific product and marketing messages
  - Led the creation of 6 internal training and marketing modules for Beck Ag
- Since 2010, **designed website and led growth strategy of www.BeckAgConnects.com** the online, members-only community for Ag professionals to share experiences and learn from peers/experts with more than 40,000 members as of May 2016. Key responsibilities included:
  - Managed external and internal resources to design the community and maintain/improve functionality for internal efficiency and enhanced member experience.
  - Consulted with clients to set strategic direction for private forums: BASF, FMC, Bayer Crop Science, Dow Agro Sciences, Bayer Animal Health, and Merial that resulted in more than \$800,000 revenue during 4 year period.
  - Defined internal processes to support membership growth, distinctive content generation and client stewardship.
  - Created and implemented strategy to measure member satisfaction and gain input for improvement. **1,416 members responded to 2015 Membership Survey with these results:**
    - 78% said access to a private online community is "very valuable/valuable"
    - 74% said the information on BeckAgConnects is "useful/very useful"
    - 94% said they read the info with 73% sharing the info with others - peers, customers, input providers (Increased from 38% in 2014)
- **Co-led an internal team in a Raise the Bar initiative** that included evaluating about 30 online tools which resulted in significant process improvement to current web conference capabilities and a new digital recap tool that was quickly adopted by clients and became standard operating procedure. (2014)
- **Led market insight initiative, "Operation Refresh Our Recruiting,"** that resulted in adapting experience exchange strategies to proactively include passive learners in target audience reach. (2011)
- **Identified, contracted/hired and/or trained 25+ independent contractors/employees** to fill specific roles including BeckAgConnects Community Manager, online moderators, market instruction subject-matter experts, moderators, writers, etc.
- **Responsible for partner/vendor relationships, including contract negotiations,** with external resources like Brainshark, DTN, Telligent (2010-2016)
- Prior to 2005, served as **moderator, writer and implementation leader** for various experience sharing campaigns

**1993 -1999      AMERICAN CYANAMID COMPANY, Crop Protection Products Division**

2/98-8/99

*District Sales Manager, Cordova, TN*

- **Led** Pine Bluff Team to: 3x growth in Lightning sales, 38% increase in Counter Sales, 26% increase in Squadron sales and 11x growth in Pirate sales through motivation, strategic focus and direction
- **Implemented** performance management process to build a high performing team of 6 sales representatives and 1 technical service representative to increase effectiveness and productivity. Actions included 1-1 coaching, follow-up letters and enrollment in selected training classes
- **Analyzed** Pine Bluff District soybean market to identify Raptor opportunities, gain buy-in from sales reps, product usage by 25 key growers and 20% of AgriCenters
- **Fulfilled** sales responsibilities during sales rep transitions to minimize distraction from other territory sales reps and maximize customer service. The territory exceeded \$3.1 million sales budget by 18%.
- **Initiated** "Make it Happen" awards program to recognize and reward sales rep actions

2/93-2/98

*Mid-South Regional Trainer, Cordova, TN*

- **Managed** training function for 13 state area and 76 person sales force
- **Consulted** with managers on performance improvement and skill development for direct reports
- **Coached** sales and technical service representatives on the job
- **Analyzed** business issues and skill development needs to develop business plan, then **implemented** training plan that incorporated national direction and regional needs
- **Trained** more than 1,225 people in 127 courses covering skill areas like: leadership, presentations, personal career management, performance management, interpersonal communications, time management, selling, interviewing, team building, negotiations and complaint handling
- **Conducted** management training on coaching, leadership, and brainstorming/problem solving
- **Conducted** training programs for key centers-of-influence and customers
- **Interviewed** candidates for full-time and temporary sales positions
- **Led** Hiring and Selection Task Force to initiate a regional interviewing process that increased Mid-South Region's hire rate from 15% in 1993 to 43% in 1994
- **Awarded** Innovation Prime Award, national recognition for work on Hiring and Selection Task Force
- **Developed** training programs on listening, new hire orientation, personal productivity, negotiations, selling and motivation
- **Created** and **launched** Leadership program for individual contributors, sales reps, that was expanded to include divisional management
- **Evaluated** and **contracted** outside training sources
- **Coordinated** Innovation Team and **created** newsletter to recognize winners
- **Served** on regional marketing task forces for *Lightning®* and recruiting
- **Earned** highest performance rating three of five years in position

**1986 - 1993      CIBA-GEIGY CORPORATION (Syngenta), Agricultural Division**

7/89-1/93

*Sales Training Specialist, Greensboro, NC*

- **Taught** 28 courses - **trained** more than 400 people in time management, interviewing and recruiting, communication, selling, team building, or technical skills
- **Initiated** and **coordinated** Central Region Recruiting Team
- **Managed** new hires in Central Region
- **Interviewed** and **hired** summer interns
- **Led** Sales Trainers in developing the Regional Training Plan format
- **Initiated** and **developed** Ciba-Geigy National Orientation for new sales reps
- **Produced** recruiting video used at college campuses across the nation
- **Developed** Product Servicing Workshop format and Central Region Summer Olympics--  
**coordinated** a team of sales and R&D personnel to train the sales force on technical issues and skills

5/86 - 7/89

*Sales Representative II in Southern Indiana and Arkansas*

- **Increased** Bicep® bulk sales by 62% in 2 1/2 years and Dual® bulk sales by 289% in 2 years
- **Directed** distributor efforts to treat 12,000+ acres of wheat in 1988, 7x goal
- **Initiated** Ladies Insuring Profitable Soybeans (LIPS) Program with competitive dealer to gain initial sales of 110 gallons of Dual® and 75 gallons of Ridomil 2E® equivalent. In two years, LIPS participation and product sales doubled.

### Professional Certifications:

**Licensed Instructor/Administrator** of the following programs:

- **"Targeted Selection"** by Development Dimensions International
- **"Counselor Salesperson"** by Wilson Learning Corporation
- **"Managing Personal Growth"** by Blessing/White Incorporated
- **"Team Management Index, Linking Skills Index, Types of Work Index"** by Team Mgt. Systems, Inc.
- **"Myers-Briggs Type Indicator"** by Association of Psychological Type
- **"Influence Skills in Selling"** by Situation Management Systems, Inc.

### Professional Organizations, Honors and Awards:

- |              |   |
|--------------|---|
| 1990- 1998   | American Society of Training and Development: Ag Industry Group Director ('94-95) |
| 1990 - 1998  | Southern Crop Protection Association: Ambassador/Trainer/Public Affairs Committee |
|              | • <b>1996 SCPA Ambassador of the Year</b>   |
| 1995         | <b>American Cyanamid Innovation Prime Award Winner</b>                            |
| 2000         | <b>Beck Ag Outstanding Contributor Award</b>                                      |
| 2005-Present | National Agri-Marketing Association: Program Committee for Annual Conference      |
|              | • <b>Professional Development Award of Excellence: Sales (2005)</b>               |
| 2005-Present | MidSouth NAMA Chapter: Program Chair (2014-present)                               |
| 2006-2015    | Bailey Station Elementary School Scienceworks Volunteer                           |
|              | • Co-chair Scienceworks Program (2010-2015); Biotechnology Day Speaker            |
| 2012         | <b>Forrester Groundswell Award nominee</b>  |
| 2013         | <b>Constellation SuperNova Award: Future of Work finalist</b>                     |
| 2014-Present | Agricenter International, Board of Directors                                      |
|              | • Chair of Development Committee, Facilitator for Research Campus Committee       |
|              | • Member of Education and President Succession Committees                         |

### College Education, Organizations, Honors:

- |             |  |
|-------------|--|
| 1982-1986   | <b>Mississippi State University</b> - Cum Laude - GPA 3.52/4.00                      |
|             | Bachelor's Degree in Agricultural Economics and Agricultural Communication           |
| 1985 - 1986 | <b>National Agricultural Marketing Association:</b> Vice President, Competition Team |
| 1982 - 1986 | <b>Ag Econ Club:</b> President 1984, Vice President 1983                             |
| 1984 - 1986 | <b>Ag Council:</b> Vice President 1985-1986, Treasurer 1984-1985                     |
| 1983 -1984  | <b>Mississippi State Dairy Judging Team</b>  |
| 1983 - 1986 | <b>The Fraternity of Alpha Zeta:</b> Chronicler 1983-1984                            |
| 1986        | <b>Outstanding Agricultural Economics Undergraduate</b>                              |

### College Work Experience

- |             |  |
|-------------|--|
| 1982 - 1986 | <b>MISSISSIPPI COOPERATIVE EXTENSION SERVICE, Communications Dept.</b>         |
|             | 8/82 - 4/86 <i>Writer/reporter/photographer, Starkville, MS</i>                |
| 1985        | <b>FEDERAL LAND BANK OF JACKSON</b>  |
|             | 5/85 - 8/85 <i>Communications intern in Corporate Development, Jackson, MS</i> |
| 1978 - 1986 | <b>C-WALL DAIRY FARM</b>   |
|             | <i>Raised replacement heifers and milked 175+herd, Louisville, MS</i>          |

# SARAH VARBLE

(b) (6) [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

## SUMMARY OF QUALIFICATIONS

15 years of work experience in agriculture, including:

- Cross functional Carbon program development & project management of large strategic programs at Indigo Ag
- Experience training field teams and farmers on sustainability/soil health practices
- B.S. in Horticulture, MBA, PhD focused on agricultural commercializations & marketing

## EDUCATION

### PHD - ENVIRONMENTAL RESOURCES & POLICY

Southern Illinois University

### PHD COURSES IN MARKETING

Washington State University

### MASTER OF BUSINESS ADMINISTRATION

Indiana State University

### B.S. HORTICULTURE

Purdue University

## SOFTWARE PROFICIENCY

- Jira/Confluence
- SPSS
- ArcGIS
- Microsoft Office
- EndNote
- SAP-Business One
- Salesforce
- Survey Monkey
- QuestionPro
- Constant Contact
- Hubspot
- Intercom

## PROFESSIONAL EXPERIENCE

### SOIL REGEN LLC, REGEN MILLS CORP, + HERITAGE GROUND CORP

#### CO-OWNER/FOUNDER

SEPT 2021 - PRESENT

- Set up Regen Mills and Heritage Ground as business structures, developed business plan and long term goals, developed operational processes and structure, sourced \$100k in initial investment funding.

### REGROW AG Memphis, TN

#### DIRECTOR OF CUSTOMER ENABLEMENT

JUNE 2021 TO OCT 2021

- Collaborated with Cargill to launch software and modelling component of their carbon program pilot
- Drafted business development proposals for partnerships with CPGs

### INDIGO AG Memphis, TN

#### HEAD OF COMMUNITY PARTNERSHIPS

DEC 2020 TO JUNE 2021

- Coordinated strategies to collaborate with external partners, including co-hosting sustainability focused farmer webinars, field days, and podcasts
- Created process for Indigo agronomists to deliver 1:1 regenerative recommendations to farmers utilizing digital tools and software

#### HEAD OF CARBON ENABLEMENT

JULY 2020 TO DEC 2020

- Managed a team of 4 regenerative experts to train agronomists and account managers on regenerative practices, including no-till, cover crops, and livestock integration
- Developed regenerative grain marketing opportunities with price premiums for wheat farmers in KS, TX, OK

#### HEAD OF AGRONOMY STRATEGY & OPERATIONS

OCT 2018 TO JULY 2020

- Lead coordination of 23 Field Operations Specialists to collect data for carbon credit program, soil sampling over 300k acres in 4 months
- Ensured exceptional Indigo Carbon customer experience through process, KPI, and dashboard development and ongoing assessments
- Developed grower communication strategy through email & SMS campaigns, social media influencer development, and proprietary software
- Developed and implemented the E2E cross-functional process for Indigo Carbon; from pricing, lead generation, and target development through offer management
- Lead training program for Account Managers, ISRs, and Agronomists to sell Indigo Carbon offer, resulting in contracting 6M+ acres in 6 months

#### SR. COMMERCIAL PROJECT MANAGER

MAY 2018 TO SEPT 2018

- Managed and launched the Indigo Certified Agronomist Program, a program designed to enroll independent crop consultants and agronomists to provide agronomy services to farmers.
- Lead strategic projects for Indigo Research Partners, including experimental design, farmer enrollment, and data collection



# SARAH VARBLE

(b) (6) [REDACTED]  
[REDACTED]

## PUBLICATIONS

**Varble, S.,** Secchi, S., & Gottschalk-Druschke, C. (2015) Land tenure and its effects on conservation practice adoption: Results from a farmer survey in Iowa. Environmental Management. 1-13.

Smith, S., **Varble, S.,** & Secchi, S. (2015) Fish Consumers: Purchasing habits and environmental concerns. Journal of Food Products Marketing. 1-17.

**Varble, S.,** & Secchi, S. (2013). Human consumption as an invasive species management strategy: A preliminary assessment of the marketing potential of invasive Asian carp in the US. Appetite. 65(0): 58-67.

**Varble, S.** & Secchi, S., (2017) Potential of switchgrass for bioenergy production and agro-ecosystem resilience: Results of a survey in an Iowa watershed. In: Land Allocations for Biomass: Challenges and Opportunities. Eds. Li, R. and A. Monti.

## SERVICE

MIDDLE FORK WILLAMETTE WATERSHED COUNCIL, DEXTER, OR

- Vice President, Board of Directors
- Board Member
- Community Engagement Committee Member

LANE COUNTY FOOD BANK, EUGENE, OR

- Pantry Volunteer

SNOWCAP FOOD PANTRY, GRESHAM, OR

- Pantry volunteer

KOMEN RACE FOR THE CURE, PORTLAND, OR

- Team captain

INDIANA STATE UNIVERSITY MBA ASSOCIATION

- President
- Treasurer

## PROFESSIONAL EXPERIENCE, CONTINUED

### FALL CREEK FARM & NURSERY Eugene, OR

A blueberry nursery & breeding company

#### PRODUCT MANAGER

2014 TO 2018

- Lead interdisciplinary teams to facilitate international commercialization of 26 blueberry varieties (including sales, R&D, marketing, legal, and production).
- Negotiated in and out-bound licenses for blueberry genetics
- Expanded sales market of proprietary blueberry genetics into 8 new countries, including Turkey, Colombia, and Kenya.
- Developed process for royalty revenue forecasts. Improved forecast accuracy to 5% of actuals in \$9M budget.
- In coordination with breeders, initiated and managed 9 R&D trials across 4 continents.

### SOUTHERN ILLINOIS UNIVERSITY

#### DOCTORAL RESEARCH ASSISTANT

2011 TO 2014

- Conducted research with agricultural stakeholders (including farmers, watershed management groups, federal and state agencies, and community members) within a large watershed in Iowa to determine the resilience and adaptability of the watershed.
- Developed and conducted a national online survey of fish consumers to identify market demand of Asian carp meat in the U.S. Analyzed local and international market acceptance of Asian carp meat.

### J. FRANK SCHMIDT & SON CO.

A wholesale tree farm

#### PAYROLL MANAGER

2010 TO 2011

- Oversaw payroll operation and administration.
- Processed weekly wage distribution for over 500 employees.

#### MARKETING & CUSTOMER SERVICE TEAM MEMBER

2008 TO 2010

- Organized trade shows, developed marketing materials, managed customer events.

#### SHIPPING MANAGER

2006 TO 2007

- Managed the container-division shipping department, annually shipping over \$10M of containerized plant material.
- Adopted lean management strategies to streamline shipping processes and logistics.
- Trained and supervised direct reports in shipping and inventory procedures.

### WASHINGTON STATE UNIVERSITY

#### GRADUATE ASSISTANT

2007 TO 2008

- Conducted research on different aspects of marketing strategy, including customer relationship management, new product development and release, and resource allocation.



(b) (6)



[Redacted]



[Redacted]



[Redacted]

## EDUCATION

Bachelor of Science - Journalism & Communications, *cum laude*  
Arkansas State University  
Jonesboro, Arkansas  
2001 – 2005

## EXPERTISE

- Executive Administration
- Office Management
- Communication
- Purchasing & Logistics
- Record keeping
- Hiring & Onboarding
- Vendor Invoicing
- Event Planning
- Client Account & Database Management

# BRANDI RINKS

## ADMINISTRATIVE & OPERATIONS COORDINATOR

### CAREER SUMMARY

Detail-oriented Administrative & Operations Coordinator with Executive Administration, Human Resources, Purchasing, and Legal Assistant experience. Multi-faceted career experience range that includes working the agriculture beat for a rural Arkansas newspaper, redlining contracts for multi-million dollar mergers and acquisitions in one of the largest law firms in Memphis, and assisting a fledgling local dotcom grow to a large company with locations in three cities and nearly 200 employees.

### WORK EXPERIENCE

#### ADMINISTRATIVE & OPERATIONS COORDINATOR – AGLAUNCH INITIATIVE *Memphis, TN / 2021 - Present*

- Act as link connecting partners, stakeholders, & staff members by implementing administrative systems, procedures, & policies, as well as monitoring & organizing administrative projects.
- Schedule meetings for AgLaunch executives & staff members with community partners, start-ups, & Farmers. Schedule routine internal team meetings & employee one-on-one meetings.
- Assist in grant applications, correspondence, database management, office supply acquisition, expense reports, marketing materials, & Field Day preparations.

#### EXECUTIVE ASSISTANT/ OFFICE MANAGER/ PURCHASING ASSOCIATE – LENSRENTALS *Memphis / 2014 - 2021*

- *General office manager:* Ordered office supplies. Conducted job ad placement, interviews, & onboarding. Administration of timeclock, employee benefits, worker's compensation claims. Assisted in employee conflict resolution & establishment of company rules, procedures, & handbook, event planning & budget upkeep.
- *Executive assistant & liaison to all company owners:* Handled all phone calls, scheduling, research, document drafting, vendor billing, meetings, correspondence, & reminders for company owners. Acted as liaison between owners and employees. Assisted CFO in preparation & mailing of yearly taxes for each state.
- *Senior member of purchasing staff:* Communicated with vendors, requested quotes, finalized orders, created detailed purchase orders & monitored order logistics, stock levels, & allocations. Communicated with COO regarding PO status, vendor payments, & account reconciliations.
- *Accomplishments:* Helped grow company from a small business with 40 team members to one with nearly 200 employees & locations in three states. Helped with employee transition when second company was acquired. Assisted in the establishment of an official HR department. Assisted owners in development of company rules, regulations, hiring, & Covid response team.



## TECHNICAL SKILLS

- Microsoft Office
- Google Docs
- Writing & Proofreading
- Benefits Administration
- Transcription
- Zenefits
- Paycom
- Worldox
- Aderant
- Worker's Compensation Claims
- TN Notary

## HOBBIES & INTERESTS

- Ceramics
- Gardening
- Photography
- Volunteer with Dog Rescue
- Weekly volunteer as 91.7 FM WYXR DJ

## WORK EXPERIENCE (continued)

### LEGAL ASSISTANT / BUTLER SNOW, LLP

*Memphis, TN / 2012 - 2014*

- Acted as direct legal assistant to four attorneys, as well as provided coverage on "Team Central" which covered 30 attorneys in various offices across the country. Primary focus in mergers & acquisitions & estate planning.
- Managed drafting of correspondence, contracts, legal documents, & wills & estate documents.
- Redlined & revised lengthy mergers & acquisitions contracts.
- Managed client account databases, trust accounts, wire transfers, attorney timekeeping, prebill editing, invoices, & payment processing.
- Scanned all mail & logged into legal document filing database system.
- Managed attorney calendars, scheduling, conference calls, meetings, travel arrangements, reimbursements, CLE credits, & assisted in their personal projects for local charity fundraisers.

### LEGAL ASSISTANT / LEITNER, WILLIAMS, DOOLEY & NAPOLITAN, LLP

*Memphis, TN / 2011 - 2012*

- Acted as direct legal assistant to multiple attorneys, mostly in worker's compensation hearings, settlements, & trials.
- Managed all correspondence & document drafting, upkeep of case databases, invoicing, TDOL document filing, ECF filing, scheduling of Benefit Review Conferences & Settlement Approvals with Dept. of Labor, hired process servers & private investigators, kept detailed records, files, & pleadings and trial indexes.

### LEGAL ASSISTANT / NORTHUP, MCCONNELL & SIZEMORE, PLLC

*Asheville, NC / 2008 - 2011*

- Acted as direct legal assistant to multiple attorneys, mostly in worker's compensation hearings, settlements, & trials.
- Managed all correspondence & document drafting, upkeep of case databases, pulling documents from court files, scheduling of depositions, medical records requests, expert witness case reviews, mediations, hired process servers & private investigators, kept detailed records, files, & pleadings indexes.
- Entered attorney time, processed prebills, bills, & reconciled payments & retainers.

### LEGAL SECRETARY / WOMACK, LANDIS, PHELPS & MCNEILL

*Jonesboro, AR / 2006 - 2007*

- Acted as legal secretary to partner & associate attorney in medical malpractice defense & family law matters
- Managed all correspondence & document drafting transcription, upkeep of case databases, files, & pleadings indexes. Entered all attorney time & processed invoices.

### NEWSPAPER REPORTER / PARAGOULD DAILY PRESS

*Paragould, AR / 2005 - 2006*

- Worked local Education & Agriculture beat. Submitted daily stories & photographs, weekly columns, & covered breaking news as needed.
- Regularly covered school board meetings & special events for multiple school districts. Profiled school programs & highlighted student accomplishments & assemblies. Covered local college events, County Extension Office updates, local agriculture concerns, & County Fair daily schedule & competition results.
- Won First Place in Education Coverage for Smaller News Dailies from the Arkansas Press Association.

## Project Narrative File(s)

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\* **Mandatory Project Narrative File Filename:**

[Add Mandatory Project Narrative File](#)

[Delete Mandatory Project Narrative File](#)

[View Mandatory Project Narrative File](#)

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To add more Project Narrative File attachments, please use the attachment buttons below.

[Add Optional Project Narrative File](#)

[Delete Optional Project Narrative File](#)

[View Optional Project Narrative File](#)



## Budget Narrative File(s)

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\* **Mandatory Budget Narrative Filename:** 1241-EDA Build to Scale- Budget Narrative, FINAL.pdf

Add Mandatory Budget Narrative

Delete Mandatory Budget Narrative

View Mandatory Budget Narrative

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To add more Budget Narrative attachments, please use the attachment buttons below.

Add Optional Budget Narrative

Delete Optional Budget Narrative

View Optional Budget Narrative

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013

Expiration Date: 02/28/2025

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input type="text" value="Peter Nelson"/> * Street 1 <input type="text" value="1319 Heistan Place"/> Street 2 <input type="text"/> * City <input type="text" value="Memphis"/> State <input type="text" value="TN: Tennessee"/> Zip <input type="text" value="38104"/> Congressional District, if known: <input type="text"/>		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>     		
<b>6. * Federal Department/Agency:</b> <input type="text" value="US Department of Commerce, EDA"/>	<b>7. * Federal Program Name/Description:</b> <input type="text" value="BUILD TO SCALE"/> CFDA Number, if applicable: <input type="text" value="11.024"/>	
<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix <input type="text"/> * First Name <input type="text" value="n/a"/> Middle Name <input type="text"/> * Last Name <input type="text" value="n/a"/> Suffix <input type="text"/> * Street 1 <input type="text" value="n/a"/> Street 2 <input type="text"/> * City <input type="text" value="n/a"/> State <input type="text"/> Zip <input type="text"/>		
<b>b. Individual Performing Services</b> (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text" value="n/a"/> Middle Name <input type="text"/> * Last Name <input type="text" value="n/a"/> Suffix <input type="text"/> * Street 1 <input type="text" value="n/a"/> Street 2 <input type="text"/> * City <input type="text" value="n/a"/> State <input type="text"/> Zip <input type="text"/>		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.  * Signature: <input type="text" value="Rebecca Kaufman"/> * Name: Prefix <input type="text"/> * First Name <input type="text" value="Peter"/> Middle Name <input type="text"/> * Last Name <input type="text" value="Nelson"/> Suffix <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text" value="06/13/2022"/>		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

## ATTACHMENTS FORM

**Instructions:** On this form, you will attach the various files that make up your grant application. Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

**Important:** Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	1235-2022-06-13 EDA Build to	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	1236-2022-06-13 EDA Build to	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3	1237-SPOC Compliance-FINAL.pdf	Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4	1238-2022-06-13 EDA Build to	Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5	1239-2022-06-13 EDA Build to	Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6	1240-Detail - iLobby Employer	Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7		Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8		Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9		Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10		Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11		Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12		Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13		Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14		Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15		Add Attachment	Delete Attachment	View Attachment

## Application for Federal Assistance SF-424

\* 1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

06/13/2022

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

\* a. Legal Name:

AgLaunch Initiative

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

83-0995119

\* c. UEI:

WJEHNNHQ71R51

d. Address:

\* Street1:

1319 Heistan Place

Street2:

\* City:

Memphis

County/Parish:

Shelby

\* State:

TN: Tennessee

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

38104-4700

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

\* First Name:

Peter

Middle Name:

\* Last Name:

Nelson

Suffix:

Title:

Executive Director

Organizational Affiliation:

\* Telephone Number:

9013151694

Fax Number:

\* Email:

pnelson@aglaunch.com

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

Department of Commerce

### 11. Catalog of Federal Domestic Assistance Number:

11.024

CFDA Title:

BUILD TO SCALE

### \* 12. Funding Opportunity Number:

EDA-HDQ-OIE-2022-2007288

\* Title:

2022 Build to Scale Program

### 13. Competition Identification Number:

VC

Title:

Venture Challenge

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

AgriX3

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**\* a. Applicant \* b. Program/Project 

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**\* a. Start Date: \* b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="1,500,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="700,000.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="800,000.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="3,000,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☒ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title: \* Telephone Number:  Fax Number: \* Email: \* Signature of Authorized Representative:  \* Date Signed:



## **PRIMARY SERVICE AREA**

### **Counties in State of Arkansas**

Arkansas (05001), Ashley (05003), Bradley (05011), Chicot (05017), Clay (05021), Cleburne (05023), Cleveland (05025), Craighead (05031), Crittenden (05035), Cross (05037), Desha (05041), Drew (05043), Greene (05055), Independence (05063), Jackson (05067), Jefferson (05069), Lawrence (05075), Lee (05077), Lincoln (05079), Lonoke (05085), Mississippi (05093), Monroe (05095), Phillips (05107), Poinsett (05111), Prairie (05117), Randolph (05121), Sharp (05135), St. Francis (05123), White (05145), and Woodruff (05147)

### **Counties in State of Kentucky**

Ballard (21007), Calloway (21035), Carlisle (21039), Fulton (21075), Graves (21083), Hickman (21105), Marshall (21157), McCracken (21145)

### **Counties in State of Mississippi**

Benton (28009), Bolivar (28011), Calhoun (28013), Carroll (28015), Coahoma (28027), DeSoto (28033), Grenada (28043), Holmes (28051), Humphreys (28053), Issaquena (28055), Lafayette (28071), Lee (28081), Leflore (28083), Marshall (28093), Panola (28107), Pontotoc (28115), Quitman (28119), Sharkey (28125), Sunflower (28133), Tallahatchie (28135), Tate (28137), Tippah (28139), Tunica (28143), Union (28145), Warren (28149), Washington (28151), Yalobusha (28161), and Yazoo (28163)

### **Counties in State of Missouri**

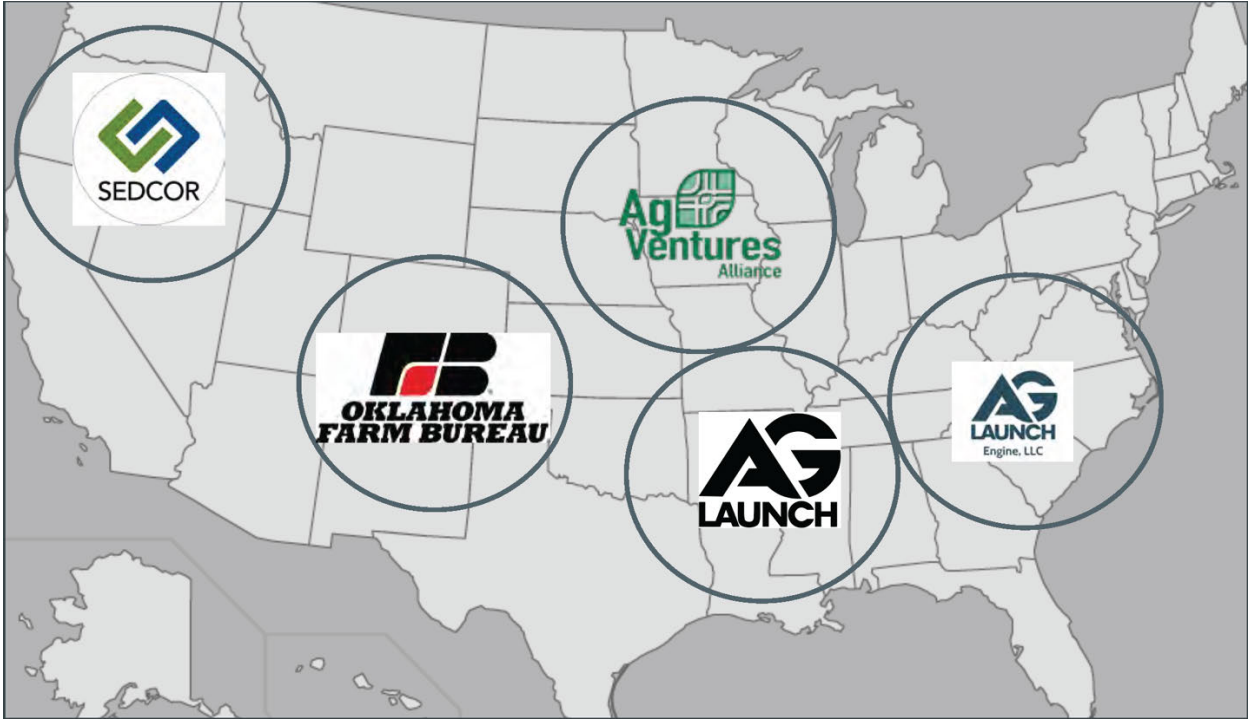
Bollinger (29017), Butler (29023), Cape Girardeau (29031), Dunklin (29069), Mississippi (29133), New Madrid (29143), Pemiscot (29155), Ripley (29181), Scott (29201), Stoddard (29207), and Wayne (29223)

### **Counties in State of Tennessee**

Benton (47005), Carroll (47017), Chester (47023), Crockett (47033), Decatur (47039), Dyer (47045), Fayette (47047), Gibson (47053), Hardeman (47069), Hardin (47071), Haywood (47075), Henderson (47077), Henry (47079), Lake (47095), Lauderdale (47097), Madison (47113), McNairy (47109), Obion (47131), Shelby (47157), Tipton (47167), and Weakley (47183)



**TARGETED REGIONAL EXPANSION**





## Detail - Employer of Lobbyist(s)

### Contact Information

**AgLaunch Initiative**  
 1319 Heistan Place  
 Memphis , TN 38104  
 501-766-7133  
[rkaufman@aglaunch.com](mailto:rkaufman@aglaunch.com)

### Registrations

[Past Registrations](#)

## 2022

Lobbyist	Address	Registrations
<a href="#">Elizabeth_Flanagan</a>	1535 Vance Ave.	<a href="#">2022-01-04</a>

## 2021

Lobbyist	Address	Registrations
<a href="#">Elizabeth_Flanagan</a>	1535 Vance Ave.	<a href="#">2021-01-15</a>

### Lobbying Expenditure Reports (ss-8011)

Current: [2022-02-15](#) ;

Archived:

[Back to Search Results](#)