

Application for Federal Assistance

ID: 2798346
Applicant Name: AgLaunch Initiative
Project Title: Farm-Centric Commercial Validation Program for AgTech Startups
Project Period: 07/01/2019 - 06/30/2022
Federal Funding Requested: \$750,000.00
Non-Federal Funding Requested: \$750,000.00
Fiscal Year of Funding Requested: 2019
Federal Application Receipt Date: 04/04/2019
Submitted for: FY 2019 Regional Innovation Strategies Program
Federal Funding Opportunity Number: EDA-HDQ-OIE-2019-2005942
CFDA Number: 11.020

Application Documents for Review

File Name	Description	Page
Form SF424_2_1-V2.1.pdf	SF-424 Application Cover Sheet from Grants.gov	2
Form SF424A-V1.0.pdf	Budget Information - Non-Construction Programs from Grants.gov	5
SF424_2_1-1235-Mid-South Delta Agriculture Innovation Cluster.pdf	SF-424 Attachment from Grants.gov	8
SF424_2_1-1236-CongressionalDistricts,AgLaunch.pdf	SF-424 Attachment from Grants.gov	10
Form SF424B-V1.1.pdf	Assurances - Non-Construction Programs from Grants.gov	11
Form CD511-V1.1.pdf	Certification Regarding Lobbying from Grants.gov	13
AttachmentForm_1_2-ATT5-1241-Letters of Commitment,Final,04.04.2019.pdf	Attachment from Grants.gov	14
Form ProjectNarrativeAttachments_1_2-V1.2.pdf	Attachment from Grants.gov	28
Form BudgetNarrativeAttachments_1_2-V1.2.pdf	Attachment from Grants.gov	29
Form AttachmentForm_1_2-V1.2.pdf	Attachment from Grants.gov	30
AttachmentForm_1_2-ATT1-1237-AgLaunch i6 Matching Share Commitment Documentation,04.04.2019.pdf	Attachment from Grants.gov	31
AttachmentForm_1_2-ATT2-1238-TDA,AgLaunchi6,StateLocalSupport,04.04.2019.pdf	Attachment from Grants.gov	52
AttachmentForm_1_2-ATT3-1239-SPOC-EO 12372 Compliance Docs.pdf	Attachment from Grants.gov	56
AttachmentForm_1_2-ATT4-1240-AgLaunch Organizational Documentation.pdf	Attachment from Grants.gov	63
BudgetNarrativeAttachments_1_2-Attachments-1242-Memphis Budget Narrative,Final,04.04.2019.pdf	Attachment from Grants.gov	137
Form SFLLL_1_2-V1.2.pdf	Attachment from Grants.gov	140
ProjectNarrativeAttachments_1_2-Attachments-1234-AgLaunch i6 Project Narrative FINAL.pdf	Attachment from Grants.gov	141

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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:

04/04/2019

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. Organizational DUNS:

0813290500000

d. Address:

* Street1:

88 Union Ave

Street2:

Suite 600

* City:

Memphis

County/Parish:

* State:

TN: Tennessee

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

38103-0001

e. Organizational Unit:

Department Name:

Division Name:

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

Prefix:

Mr.

* First Name:

Peter

Middle Name:

A

* Last Name:

Nelson

Suffix:

Title:

Executive Director

Organizational Affiliation:

* Telephone Number:

901-315-1694

Fax Number:

* Email:

pnelson@aglaunch.com

Application for Federal Assistance SF-424

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

N: Nonprofit without 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:

11.020

CFDA Title:

Cluster Grants

* 12. Funding Opportunity Number:

EDA-HDQ-OIE-2019-2005942

* Title:

FY 2019 Regional Innovation Strategies Program

13. Competition Identification Number:

2780445

Title:

2019 i6 Challenge Competition

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

1235-Mid-South Delta Agriculture Innovation

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Farm-Centric Commercial Validation Program for AgTech Startups

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="750,000.00"/>
* b. Applicant	<input type="text" value="250,000.00"/>
* c. State	<input type="text" value="450,000.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="50,000.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,500,000.00"/>

*** 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:

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

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. Cluster Grants	11.020	\$	\$	\$ 750,000.00	\$ 750,000.00	\$ 1,500,000.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 750,000.00	\$ 750,000.00	\$ 1,500,000.00

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SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) <div style="border: 1px solid black; height: 150px; margin-top: 5px;">Cluster Grants</div>	(2)	(3)	(4)	
a. Personnel	\$ <div style="border: 1px solid black; width: 100px; text-align: right;">550,000.00</div>	\$ <div style="border: 1px solid black; width: 100px;"></div>	\$ <div style="border: 1px solid black; width: 100px;"></div>	\$ <div style="border: 1px solid black; width: 100px;"></div>	\$ <div style="border: 1px solid black; width: 100px; text-align: right;">550,000.00</div>
b. Fringe Benefits	<div style="border: 1px solid black; width: 100px; text-align: right;">110,000.00</div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px; text-align: right;">110,000.00</div>
c. Travel	<div style="border: 1px solid black; width: 100px; text-align: right;">30,000.00</div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px; text-align: right;">30,000.00</div>
d. Equipment	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>
e. Supplies	<div style="border: 1px solid black; width: 100px; text-align: right;">30,000.00</div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px; text-align: right;">30,000.00</div>
f. Contractual	<div style="border: 1px solid black; width: 100px; text-align: right;">205,000.00</div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px; text-align: right;">205,000.00</div>
g. Construction	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>
h. Other	<div style="border: 1px solid black; width: 100px; text-align: right;">500,000.00</div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px; text-align: right;">500,000.00</div>
i. Total Direct Charges (sum of 6a-6h)	<div style="border: 1px solid black; width: 100px; text-align: right;">1,425,000.00</div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	\$ <div style="border: 1px solid black; width: 100px; text-align: right;">1,425,000.00</div>
j. Indirect Charges	<div style="border: 1px solid black; width: 100px; text-align: right;">75,000.00</div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	<div style="border: 1px solid black; width: 100px;"></div>	\$ <div style="border: 1px solid black; width: 100px; text-align: right;">75,000.00</div>
k. TOTALS (sum of 6i and 6j)	\$ <div style="border: 1px solid black; width: 100px; text-align: right;">1,500,000.00</div>	\$ <div style="border: 1px solid black; width: 100px;"></div>	\$ <div style="border: 1px solid black; width: 100px;"></div>	\$ <div style="border: 1px solid black; width: 100px;"></div>	\$ <div style="border: 1px solid black; width: 100px; text-align: right;">1,500,000.00</div>
7. Program Income	\$ <div style="border: 1px solid black; width: 100px;"></div>	\$ <div style="border: 1px solid black; width: 100px;"></div>	\$ <div style="border: 1px solid black; width: 100px;"></div>	\$ <div style="border: 1px solid black; width: 100px;"></div>	\$ <div style="border: 1px solid black; width: 100px;"></div>

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	Cluster Grants	\$ 250,000.00	\$ 450,000.00	\$ 50,000.00	\$ 750,000.00
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$ 250,000.00	\$ 450,000.00	\$ 50,000.00	\$ 750,000.00

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 250,000.00	\$ 62,500.00	\$ 62,500.00	\$ 62,500.00	\$ 62,500.00
14. Non-Federal	\$ 250,000.00	62,500.00	62,500.00	62,500.00	62,500.00
15. TOTAL (sum of lines 13 and 14)	\$ 500,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00

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.	Cluster Grants	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)		\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges: 10% of EDA Grant = \$75,000
23. Remarks:	

14. Areas Affected by Project

The **Delta Agricultural Innovation Cluster** is comprised of the following counties.

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).

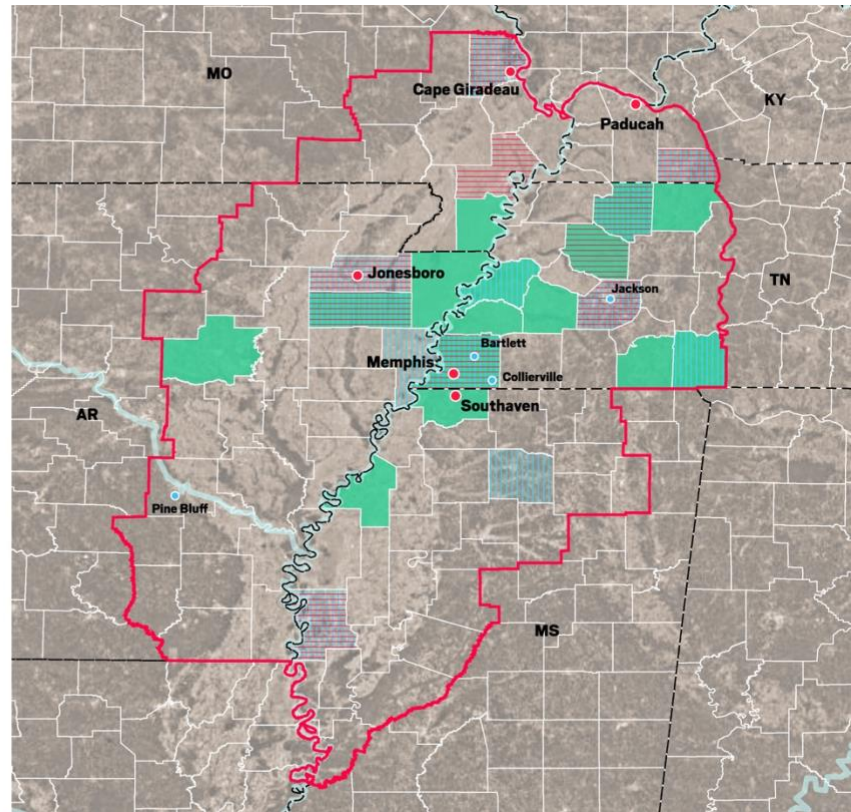
Counties in State of Missouri

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).

- Delta
- Largest Cities by State in the Delta
- Other Cities with Population Over 40K
- AgLaunch Farms
- AgLaunch Farm Experiment Station
- AgLaunch Farm ESO / Incubator Coworking



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

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Rebecca Kaufman	Executive Director
APPLICANT ORGANIZATION	DATE SUBMITTED
AgLaunch Initiative	04/04/2019

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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

11.020

* PROJECT NAME

Cluster Grants

Prefix:

* First Name:

Peter

Middle Name:

Allan

* Last Name:

Nelson

Suffix:

* Title: Executive Director

* SIGNATURE:

Rebecca Kaufman

* DATE:

04/04/2019



Letters of Commitment

04.04.2019

Farm Partners

- Agricenter International
- Mid-South Family Farms
- Ritter Agribusiness

Industry Partners

- IndigoAg
- The Seam

Venture Capital Partners

- Cultivian Sandbox Ventures
- Epicenter
- Innova Memphis

University Partners

- Arkansas State University
- Murray State University
- University of Memphis
- University of Tennessee Institute of Agriculture



April 3, 2019

Craig Buerstatte
Director (Acting), Office of Innovation and Entrepreneurship
Economic Development Administration
1401 Constitution Avenue, NW, Suite 71014
Washington, DC 20230

Re: Mid-South Delta Region i6 Grant Application

Dear Mr. Buerstatte:

I am writing to acknowledge the cooperation between Agricenter International and AgLaunch Initiative for the purpose of spurring new innovation in the Mid-South Delta Regional Agriculture Innovation Cluster. A particular focus area for this work is the Digital Acre Program.

Agricenter International is honored to be celebrating its 40th year of serving the Memphis community and the Mid-South region. Agricenter's mission is to promote the knowledge and understanding of agriculture. As a 501c3, we are dedicated to giving back to the community we serve. We are proud to be the hub of agriculture education and research within the region. We host over 25,000 schoolchildren every year on our campus through our educational programs. We partner with over 75 different companies on small plot research and have an economic impact to the region of \$574 million. We are host to several national and international companies and have an additional 40-acre research and development park that we have recently opened for expansion.

AgLaunch Initiative supports the small business concerns of the Mid-South Delta Regional Agricultural Innovation Cluster through providing thought leadership and strategic planning and administering excellent accelerator programs. AgLaunch assists companies in finding federal and state funding, conducts workshops for farmers interested in entrepreneurship, and develops a model farmer network across our distressed counties to incubate new technology, and to find capital sources such as USDA's Rural Business Investment Program.

Agricenter International is eager to continue its work with the AgLaunch Initiative to support new company creation and connecting international innovation to regional farm groups and corporations.

If you have any questions or need further input from Agricenter International, please let me know.

Kind regards,

A handwritten signature in blue ink, appearing to read "John R. Butler", is written over a light blue horizontal line.

John R. Butler
President/CEO
Agricenter International



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

April 1, 2019

Craig Buerstatte, Director (Acting), Office of Innovation and Entrepreneurship
Economic Development Administration
1401 Constitution Avenue, NW, Suite 71014
Washington, DC 20230

RE: Mid-South Delta Region i6 Grant Application

Dear Mr. Buerstatte:

I am writing to acknowledge the cooperation and partnership between Mid-South Family Farms and AgLaunch Initiative for the purpose of spurring new innovation in the Mid-South Delta Region.

Mid-South Family Farms is a multi-generation family farm that has operations in several locations in West Tennessee and in Northwest Mississippi. We have partnered with AgLaunch and previously with its executive director Pete Nelson for a decade including:

- Successful award and business plan development of a winter oilseed business through the USDA Value-Added Producer Grant program.
- Partnership in launching a local farmer network to trial new crops and AgTech opportunities with the business plan funded through the USDA Rural Business Development Grant program.
- Collaboration with Innova, a USDA certified RBIC, to screen and select startup companies for field trials and farm-level support.

AgLaunch Initiative supports the small business concerns of the Mid-South Delta Regional Agricultural Innovation Cluster through providing thought leadership and strategic planning and administering excellent accelerator programs. AgLaunch assists companies in finding federal and state funding, conducts workshops for farmers interested in entrepreneurship and develops a model farmer network across our distressed counties to incubate new technology, and to find capital sources such as USDA's Rural Business Investment Program.

Mid-South Family Farms has worked with AgLaunch Initiative to support innovation and new company creation and will do this more in the future.

If you have any questions or need further input into the Mid-South Delta Regional Agricultural Innovation Cluster and AgLaunch Initiative, please let me know.

Sincerely Yours,

A handwritten signature in blue ink, appearing to read "Scott Fullen".

Scott Fullen, Partner
Mid-South Family Farms



phone 870.358.7333 fax 870.358.4150 office 10 Elm Street, Marked Tree, AR 72365

April 1, 2019

Craig Buerstatte, Director (Acting), Office of Innovation and Entrepreneurship
Economic Development Administration
1401 Constitution Avenue, NW, Suite 71014
Washington, DC 20230

RE: Mid-South Delta Region i6 Grant Application

Dear Mr. Buerstatte:

I am writing to acknowledge the cooperation and partnership between Ritter Agribusiness and AgLaunch Initiative for the purpose of spurring new innovation in the Mid-South Delta Region.

Ritter Agribusiness is one of the most respected agricultural businesses in Arkansas. The company owns 23,000 acres of farmland in Northeast Arkansas, producing cotton, wheat, rice, corn, soybeans, cut flowers, blackberries, blueberries and strawberries. Ritter Agribusiness also actively manages 20,000 acres of farmland for other landowners. It also has an interest in a 60,000 bale cotton ginning and 15,000 ton cottonseed storage operation located in Marked Tree, Arkansas. A small amount of its land is in production of specialty cut flowers for the florist market and in a recently acquired 400-acre berry farm in Central Arkansas where RAH will grow blackberries, strawberries, blueberries, muscadine grapes and pumpkins.

AgLaunch Initiative supports the small business concerns of the Mid-South Delta Regional Agricultural Innovation Cluster through providing thought leadership and strategic planning and administering excellent accelerator programs. AgLaunch assists companies in finding federal and state funding, conducts workshops for farmers interested in entrepreneurship and develops a model farmer network across our distressed counties to incubate new technology, and to find capital sources such as USDA's Rural Business Investment Program.

Ritter Agribusiness has worked with AgLaunch Initiative to support innovation and new company creation and will do this more in the future.

If you have any questions or need further input into the Mid-South Delta Regional Agricultural Innovation Cluster and AgLaunch Initiative, please let me know.

Sincerely Yours,

A handwritten signature in black ink, appearing to read "Kevin Wright", written in a cursive style.

President, Ritter Agribusiness Holdings, Inc.



April 1, 2019

Craig Buerstatte, Director (Acting), Office of Innovation and Entrepreneurship
Economic Development Administration
1401 Constitution Avenue, NW, Suite 71014
Washington, DC 20230

RE: Mid-South Delta Region i6 Grant Application

Dear Mr. Buerstatte:

I am writing to acknowledge the cooperation and partnership between Indigo Research Partners and AgLaunch Initiative for the purpose of spurring new innovation in the Mid-South Delta Region.

Indigo Research Partners (IRP) was created to enable an entirely new method of agricultural R&D. We believe the best lab for testing innovative agricultural techniques is the farm itself. Through collaborations with farmers around the globe, we are building the world's largest agricultural lab with the goal of accelerating innovations and products that increase yields, improve environmental sustainability, and/or reduce risks for farmers.

AgLaunch Initiative supports the small business concerns of the Mid-South Delta Regional Agricultural Innovation Cluster through providing thought leadership and strategic planning and administering excellent accelerator programs. AgLaunch assists companies in finding federal and state funding, conducts workshops for farmers interested in entrepreneurship and develops a model farmer network across our distressed counties to incubate new technology, and to find capital sources such as USDA's Rural Business Investment Program.

Indigo Research Partners has worked with AgLaunch Initiative to support innovation and new company creation and will do this more in the future. We see this as an important early-stage pipeline for promising technologies in our space. We also have used, and anticipate continuing to use, AgLaunch's farmer network for the deployment and testing of later-stage crop technology projects.

If you have any questions or need further input into the Mid-South Delta Regional Agricultural Innovation Cluster and AgLaunch Initiative, please let me know.

Sincerely Yours,

A handwritten signature in blue ink, appearing to read "Barry Knight", with a stylized flourish at the end.

Barry Knight, Senior VP, IRP

April 1, 2019

Craig Buerstatte, Director (Acting), Office of Innovation and Entrepreneurship
Economic Development Administration
1401 Constitution Avenue, NW, Suite 71014
Washington, DC 20230

RE: Mid-South Delta Region i6 Grant Application

Dear Mr. Buerstatte:

I am writing to acknowledge the cooperation and partnership between The Seam and AgLaunch Initiative for the purpose of spurring new innovation in the Mid-South Delta Region.

The Seam is a Memphis-based, leading provider of commodities trading and agricultural technology solutions. Since its founding in 2000, the company has successfully expanded its cloud platforms for cotton, grain, dairy, rice and peanuts. With an increased focus on food safety and sustainability, The Seam is now pioneering solutions that provide new possibilities for traceability and transparency throughout the supply chain. The National Cotton Council for example, recently named The Seam as its technology partner for the U.S. Cotton Trust Protocol, an industry-wide sustainability initiative powered with distributed, open and decentralized blockchain technologies.

AgLaunch Initiative supports the small business concerns of the Mid-South Delta Regional Agricultural Innovation Cluster through providing thought leadership and strategic planning and administering excellent accelerator programs. AgLaunch assists companies in finding federal and state funding, conducts workshops for farmers interested in entrepreneurship and develops a model farmer network across our distressed counties to incubate new technology, and to find capital sources such as USDA's Rural Business Investment Program.

The Seam has worked with AgLaunch Initiative to support innovation and new company creation and will do this more in the future. We see this as an important early-stage pipeline for promising technologies in our space. We also have used, and anticipate continuing to use, AgLaunch's farmer network for the deployment and testing of later-stage crop technology projects.

If you have any questions or need further input into the Mid-South Delta Regional Agricultural Innovation Cluster and AgLaunch Initiative, please let me know.

Sincerely,



Mark Pryor, Chairman and CEO

CULTIVIAN SANDBOX

April 1, 2019

Craig Buerstatte, Director (Acting), Office of Innovation and Entrepreneurship
Economic Development Administration
1401 Constitution Avenue, NW, Suite 71014
Washington, DC 20230

RE: Mid-South Delta Region i6 Grant Application

Dear Mr. Buerstatte:

I am writing to acknowledge the cooperation and partnership between Cultivian Sandbox and AgLaunch Initiative for the purpose of spurring new innovation in the Mid-South Delta Region.

Cultivian Sandbox is a venture capital firm based out of Chicago that focuses on early-stage investments into startup companies in the food and agriculture sectors of the economy. The firm has been in the industry since 2008 and has more than \$150 million in capital under management and has made 23 investments to date.

AgLaunch Initiative supports the small business concerns of the Mid-South Delta Regional Agricultural Innovation Cluster through providing thought leadership and strategic planning and administering excellent accelerator programs. AgLaunch assists companies in finding federal and state funding, conducts workshops for farmers interested in entrepreneurship and develops a model farmer network across our distressed counties to incubate new technology, and to find capital sources such as USDA's Rural Business Investment Program.

Cultivian Sandbox has worked with AgLaunch Initiative to support innovation and new company creation and will do this more in the future. We see this as an important early-stage pipeline for promising technologies in our space. We also have used, and anticipate continuing to use, AgLaunch's farmer network for the deployment and testing of later-stage crop technology projects.

If you have any questions or need further input into the Mid-South Delta Regional Agricultural Innovation Cluster and AgLaunch Initiative, please let me know.

Sincerely Yours,



Matthew Bell
Managing Director
Cultivian Sandbox Ventures



April 1, 2019

Craig Buerstatte, Director (Acting), Office of Innovation and Entrepreneurship
Economic Development Administration
1401 Constitution Avenue, NW, Suite 71014
Washington, DC 20230

RE: Mid-South Delta Region i6 Grant Application

Dear Mr. Buerstatte:

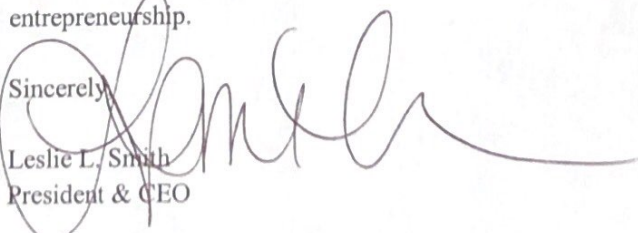
As President and CEO of Epicenter, Memphis's hub of the regional entrepreneurial ecosystem, I am expressing my enthusiastic support for AgLaunch Initiative's application for the Economic Development Administration's i6 Challenge Grant to support the Mid-South Delta Agriculture Innovation Cluster.

Epicenter catalyzes the local entrepreneurial movement in the Memphis region, intentionally attracting and connecting the assets and resources that help build a just, inclusive, and growing economy that accrues to all Memphians. As the hub, Epicenter thoughtfully connects accelerators, incubators, mentors, investors, networking programs, public/private resources, and technical assistance programs for entrepreneurs. Epicenter is an implementation partner for AgLaunch, and a proud supporter of its strong reach, creative programming, and dedicated support for rural communities.

The i6 grant 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, and access to private capital and government support for small businesses. AgLaunch has brought focused and committed leadership, as well as enduring and beneficial partnerships, to the Delta Ag Cluster. As a result of the business services supported by the Delta Ag Cluster, the Delta region can grow successful and sustainable ventures that leverage our significant resources in talent, our growing partnerships across sectors, and, ultimately, advance economic development along with job creation. I am so excited about the potential this investment holds for the region.

Thank you for your consideration, and for your work on behalf of regional and economic development via entrepreneurship.

Sincerely,


Leslie L. Smith
President & CEO

Epicenter | 902 South Cooper Street, Memphis, TN 38104 | epicentermemphis.org

April 1, 2019

Craig Buerstatte, Director (Acting), Office of Innovation and Entrepreneurship
Economic Development Administration
1401 Constitution Avenue, NW, Suite 71014
Washington, DC 20230

RE: Mid-South Delta Region i6 Grant Application

Dear Mr. Buerstatte:

I am writing to acknowledge the cooperation and partnership between Innova Memphis and AgLaunch Initiative for the purpose of spurring new innovation in the Mid-South Delta Regional Agriculture Innovation Cluster.

Founded in 2007 by the Memphis Bioworks Foundation, Innova is a pre-seed, seed and early-stage investor focused on starting and funding high-growth companies in the Biosciences, Technology and AgTech fields. The Innova Ag Innovation Fund IV is an early-stage investment fund focused on investing in technology startups that aim to deliver solutions for the challenges faced by today's farmers and ranchers. It is a \$31 million fund backed by eight Farm Credit Banks.

AgLaunch Initiative supports the small business concerns of the Mid-South Delta Regional Agricultural Innovation Cluster through providing thought leadership and strategic planning and administering excellent accelerator programs. AgLaunch assists companies in finding federal and state funding, conducts workshops for farmers interested in entrepreneurship and develops a model farmer network across our distressed counties to incubate new technology, and to find capital sources such as USDA's Rural Business Investment Program.

Innova has and will continue to work with AgLaunch Initiative to support innovation and new company creation. We view this relationship as critical to identifying and supporting the early-stage pipeline for promising technologies in our space. Innova values the input of AgLaunch's farmer network for the deployment, testing and validation of later-stage crop technology projects.

If you have any questions or need further input into Innova Memphis and/or our working relationship with the AgLaunch Initiative, please let me know.

Sincerely Yours,

A handwritten signature in blue ink, appearing to read "Dean Didato", with a stylized flourish at the end.

Dean Didato
Partner
Innova Memphis



COLLEGE OF AGRICULTURE
P.O. Box 1080 | State University, AR 72467 | O: 870-972-2085 | F: 870-972-3885

April 2, 2019

Mr. Craig Buerstatte, Director (Acting), Office of Innovation and Entrepreneurship
Economic Development Administration
1401 Constitution Avenue, NW, Suite 71014
Washington, DC 20230

RE: Mid-South Delta Region i6 Grant Application

Dear Mr. Buerstatte:

It is with great enthusiasm that I write to express my support for the Mid-South Delta Region i6 Grant Application and to acknowledge that Arkansas State University (A-State) and AgLaunch Initiative are collaborating for the purpose of spurring innovation in the Mid-South Delta Region.

A-State has evolved from a regional school of agricultural instruction to a comprehensive university. The College of Agriculture (CoA) has progressed along with the institution throughout the years. While education is still our primary mission, the CoA also has extensive public outreach programming and conducts ongoing research activities. We prepare our graduates for entry and career advancement in the food, fiber, and natural resources industries, which involves production (farming), agribusiness, value-added processing, public service, and rural leadership. We also focus on entry and advancement in the manufacturing and industrial technology industries. The CoA offers undergraduate degrees in animal science, plant science, and agricultural business. We also offer degrees in agricultural studies, which includes agricultural education, agricultural science, and agricultural systems technology.

AgLaunch Initiative supports the commercialization of agricultural technologies within the Mid-South Delta Regional Agricultural Innovation Cluster through providing support for university commercialization, administering accelerator programs, providing access to mentorship and capital, and leveraging its farmer network program which provides data, land access, and services to help startups with proof-of-concept through scale.

A-State officials have worked with AgLaunch Initiative to support innovation and new company creation and will do this more in the future. A-State officials see this as an important early-stage pipeline for promising technologies in our space. In addition, the A-State College of Agriculture has used, and anticipate continuing to use, AgLaunch's farmer network for the deployment and testing of later-stage crop technology projects.

Thank you in advance for giving the Mid-South Delta Region i6 grant application full consideration. I am excited about the synergy it will create among mid-south partners, and as a result, much success in commercializing new research and technologies. If you have any questions or need further input into the Mid-South Delta Regional Agricultural Innovation Cluster and AgLaunch Initiative, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Timothy N. Burcham", with a long horizontal flourish extending to the right.

Timothy N. Burcham, P.E., Ph.D.
Dean - College of Agriculture
Interim Dean - College of Engineering and Computer Science



School of Agriculture

MURRAY STATE UNIVERSITY

Office of the Dean

103 South Oakley Science Bldg.

Murray, KY 42071-3345

270.809.3328

270.809.5454 fax

April 1, 2019

www.murraystate.edu/agr

Craig Buerstatte, Director (Acting), Office of Innovation and Entrepreneurship
Economic Development Administration
1401 Constitution Avenue, NW, Suite 71014
Washington, DC 20230

RE: Mid-South Delta Region i6 Grant Application

Dear Mr. Buerstatte:

I am writing to acknowledge the cooperation and partnership between Murray State University and AgLaunch Initiative for the purpose of spurring new innovation in the Mid-South Delta Region.

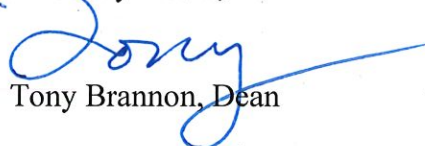
Murray State University's Hutson School of Agriculture has a long-standing tradition of agricultural and academic excellence. The School of Agriculture provides students with more than a degree; it gives them a true education through hands-on experiences and its knowledgeable faculty. Students in the Hutson School of Agriculture receive a "large university" education in a small school setting. The Hutson School of Agriculture offers both agricultural sciences and animal technology curriculums at the Bachelor of Science degree level. In addition, the Hutson School of Agriculture offers an Associate of Science degree and a Master's of Science degree.

AgLaunch Initiative supports the commercialization of agricultural technologies within the Mid-South Delta Regional Agricultural Innovation Cluster through providing support for university commercialization, administering accelerator programs, providing access to mentorship and capital, and leveraging its farmer network program which provides data, land access, and services to help startups with proof-of-concept through scale.

Murray State University has worked with AgLaunch Initiative to support innovation and new company creation and will do this more in the future. We see this as an important early-stage pipeline for promising technologies in our space. We also have used, and anticipate continuing to use, AgLaunch's farmer network for the deployment and testing of later-stage crop technology projects.

If you have any questions or need further input into the Mid-South Delta Regional Agricultural Innovation Cluster and AgLaunch Initiative, please let me know.

Sincerely Yours,



Tony Brannon, Dean

your **world**
to **explore**

April 2, 2019

Craig Buerstatte, Director (Acting), Office of Innovation and Entrepreneurship
Economic Development Administration
1401 Constitution Avenue, NW, Suite 71014
Washington, DC 20230

RE: Mid-South Delta Region i6 Grant Application

Dear Mr. Buerstatte:

I am writing to acknowledge the cooperation and partnership between the University of Memphis and AgLaunch Initiative to guide and foster new innovation in the Mid-South Delta Region.

The University of Memphis is a nationally recognized urban research institution with an emerging interest in food and agriculture technologies. Leveraging expertise in core biological, chemical and environmental science research alongside expertise in big data, artificial intelligence and engineering, the UofM has established interdisciplinary research to contribute new knowledge and solutions to agricultural challenges.

AgLaunch Initiative supports the commercialization of agricultural technologies within the Mid-South Delta Regional Agricultural Innovation Cluster by providing support for university commercialization, administering accelerator programs, providing access to mentorship and capital, and leveraging its farmer network program which provides data, land access, and services to help startups with proof-of-concept through scale.

The University of Memphis has developed strong connections with AgLaunch Initiative to support innovation and new company creation and plans to increase collaboration in the future. We see this as an important early-stage pipeline for promising technologies in this space.

If you have any questions or need further input into the Mid-South Delta Regional Agricultural Innovation Cluster and AgLaunch Initiative, please let me know.

Sincerely Yours,



Dr. Jasbir Dhaliwal
Executive Vice President for Research and Innovation

April 4, 2019

Craig Buerstatte, Director (Acting),
Office of Innovation and Entrepreneurship
Economic Development Administration
1401 Constitution Avenue, NW, Suite 71014
Washington, DC 20230

RE: Mid-South Delta Region i6 Grant Application

Dear Mr. Buerstatte:

I am writing to acknowledge the cooperation and partnership between University of Tennessee Institute of Agriculture and AgLaunch Initiative for the purpose of spurring new innovation in the Mid-South Delta Region.

The University of Tennessee Institute of Agriculture employs almost 2,000 faculty and staff to conduct education, research and outreach programs to support and advance agricultural industries and farm families in Tennessee. Partnering with AgLaunch enables us to leverage our resources to reach entrepreneurs with new and innovative technologies.

AgLaunch Initiative supports the commercialization of agricultural technologies within the Mid-South Delta Regional Agricultural Innovation Cluster through providing support for university commercialization, administering accelerator programs, providing access to mentorship and capital, and leveraging its farmer network program which provides data, land access, and services to help startups with proof-of-concept through scale.

University of Tennessee Institute of Agriculture has worked with AgLaunch Initiative to support innovation and new company creation and will do this more in the future. We see this as an important early-stage pipeline for promising technologies in our space. We also have used, and anticipate continuing to use, AgLaunch's farmer network for the deployment and testing of later-stage crop technology projects.

If you have any questions or need further input into the Mid-South Delta Regional Agricultural Innovation Cluster and AgLaunch Initiative, please let me know.

Sincerely,



Tim Cross
Chancellor

Project Narrative File(s)

*** Mandatory Project Narrative File Filename:**

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

Budget Narrative File(s)

* **Mandatory Budget Narrative Filename:**

[Add Mandatory Budget Narrative](#)

[Delete Mandatory Budget Narrative](#)

[View Mandatory Budget Narrative](#)

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

[Add Optional Budget Narrative](#)

[Delete Optional Budget Narrative](#)

[View Optional Budget Narrative](#)

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	1237-AgLaunch i6 Matching Sha	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	1238-TDA,AgLaunchi6,StateLoca	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3	1239-SPOC-EO 12372 Compliance	Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4	1240-AgLaunch Organizational	Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5	1241-Letters of Commitment,Fi	Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6		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



Matching Share Commitment Documentation

04.04.2019

Cash Match

- 1.) Letter from Tennessee Department of Agriculture (\$450,000)
- 2.) Contract with National Renewable Energy Laboratory (\$50,000)

In-Kind Match

- 1.) Documentation of Trained Mentor Network committed time (\$250,000) 2,880 hours w/ Sample Signed Commitment Agreements (Mentors/Farms)



April 4, 2019

Mr. Craig Buerstatte, Director (Acting), Office of Innovation and Entrepreneurship
Economic Development Administration
1401 Constitution Avenue, NW, Suite 71014
Washington, DC 20230

RE: Mid-South Delta Region i6 Grant Application – Matching Share Commitment Letter

Dear Mr. Buerstatte:

The purpose of this letter is to verify that the Tennessee Department of Agriculture is providing \$450,000 in matching funds towards this proposal. TDA has a three-year Memorandum of Understanding with AgLaunch Initiative that leverages the strengths of both organizations toward developing a unique approach to commercializing agricultural innovation through a network of organized farmers.

To support the EDA i6 initiative proposal of AgLaunch, TDA is funding specific components of the AgLaunch proof-of-concept and commercialization programming targeting the continued expansion and implementation of the Farmer Network in Tennessee.

The contractually committed funding during the proposed project time frame is \$450,000 as described here:

- \$200,000 in direct operational dollars to support proof-of-concept trials and commercial demonstration of agtech and related technologies through the farmer network
- \$250,000 in direct cost-share funding toward farmer trials which is a reimbursement program for farmer's costs associated with supporting proof-of-concept trials.

It is expected that additional funding will be allocated during the project time frame toward this project as continued successes are demonstrated.

Finally, TDA is providing support services including, but not limited to business development, marketing and promotion, and network access to AgLaunch and the entrepreneurial startups being served.

If you have any questions or need additional information please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charlie Hatcher".

Charlie Hatcher, D.V.M.
Commissioner

Ellington Agriculture Center
440 Hogan Rd., Nashville, TN 37204
615.837.0103
TN.gov/Agriculture

INNOVATION INCUBATOR (IN²) CHANNEL PARTNER STRATEGIC AWARD AGREEMENT

This Innovation Incubator Channel Partner Strategic Award Agreement ("Agreement") is made between the Alliance for Sustainable Energy, LLC ("Alliance"), the operator of the National Renewable Energy Laboratory ("NREL") for the U.S. Department of Energy ("DOE") located at 15013 Denver West Parkway, Golden, Colorado 80401 and **AgLaunch Initiative** ("Company") located at 88 Union Ave, FL 6, Memphis, Tennessee 38103. Alliance and Company are referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Alliance desires to provide a grant to Company and Company desires to perform certain work for Alliance;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. Description of Work: Company agrees to provide the work generally associated with the "Wells Fargo Innovation Incubator" and specifically identified in Appendix A, Statement of Work ("SOW"), attached hereto and made a part hereof (the "Work"). Specific deliverables, quantities, due dates, reporting requirements are set forth in Appendix A.
2. Company Status: Alliance and the Company understand and intend that Company shall perform the Work specified under this Agreement as an independent contractor and not as an employee of Alliance. The manner of and means by which Company executes and performs its obligations hereunder are to be determined by Company in its reasonable discretion. Company is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of Alliance or to bind Alliance in any manner, unless, in each instance, Company shall receive the prior written approval of the Alliance to so assume, obligate, or bind Alliance.
3. Representations and Warranties: Company represents, warrants, and acknowledges as follows:
 - (a) Alliance retains the right to direct the results achieved by Company. Alliance does not retain the right to control the manner and means by which these results are to be accomplished, nor will Alliance establish a quality standard for Company; provided, however, that Company will perform the Work in a manner consistent with professional industry standards.
 - (b) Company shall determine when and how it is to perform Work under this Agreement. There shall be no set hours during which Company must work. Alliance retains no right of control in these areas.
 - (c) Alliance will neither provide nor require more than minimal training for Company, as applicable.
 - (d) Company's Work shall not be integrated into Alliance's general business operations.
 - (e) Company will remain directly responsible for the Work performed and will ensure that the

work meets the specifications set forth by Alliance in Appendix A.

- (f) Company is not required to work full time for Alliance and may perform Work for other companies.
- (g) Unless specified otherwise in the SOW, Company shall not be required to submit regular written reports, but Alliance shall periodically review Company's progress in achieving the goals set forth by Alliance.
- (h) Company shall be paid in accordance with paragraph 6 below.
- (i) Company shall not be paid hourly or by any other regular period.
- (j) Company must provide its own tools. Alliance will not provide tools, but Alliance may provide equipment to Company to perform the duties under this Agreement.
- (k) Company understands that it must obtain and keep current, at its own expense, all permits, certificates, and licenses necessary for Company to perform the Work, if any.

4. Intellectual Property:

The Parties acknowledge that there should be no intellectual property created under this Agreement. However, the disposition of any such intellectual property created shall be governed by Appendix B – Intellectual Property Rights – Alternate I, Patent Rights (Waiver to the IP Lead Declined or Denied), which is incorporated herein and attached hereto.

5. Term and Termination:

- (a) The term of this Agreement shall commence upon the date of execution and shall be eighteen (18) months from such date; provided, however, that this period may be extended by written mutual agreement of the Parties.
- (b) Notwithstanding any other provision of this Agreement, Alliance may terminate this Agreement immediately upon written notice to Company in the event that Company violates the terms of this Agreement or fails to produce a result that meets the specifications set by Alliance, and, upon such termination, Alliance shall have no further liability hereunder. Upon such notice by Alliance, Company is not authorized to perform any other Work under this Agreement.

6. Price and Payment:

- (a) In full consideration of Company's performance hereunder, Alliance shall pay the Company as stipulated in subparagraph (b) below. The total price for performance of all deliverables under this Agreement is \$50,000.00.

- (b) Advance Payment will be made by Alliance for the following deliverables:

Occurrences		Amount
1		\$50,000.00
2		
3		
Total Advance Payment:		\$50,000.00

- (c) Said Advance Payment in the amount of \$50,000.00 shall be made upon submission by Company of an invoice, in a form satisfactory to Alliance.
- (d) Taxes: No income tax or payroll tax of any kind shall be withheld or paid by Alliance on behalf of Company for any payment under this Agreement, except as may be required by law for payments to Company. Company shall be responsible for all taxes and similar payments arising out of any activities contemplated by this Agreement, including without limitation, federal, state, and local income tax, social security tax (FICA), self-employment taxes, unemployment insurance taxes, and all other taxes, fees, and withholdings.
- (e) Benefits: Company is not an employee of Alliance and, therefore, shall not be entitled to any benefits, coverages, or privileges, including, without limitation, social security, unemployment compensation insurance, workers' compensation insurance, medical benefits, or pension payments.
- (f) Warranties of Performance: Company warrants that it will perform the Work using its best efforts in a professional manner consistent with industry standards.
- (g) Indemnification: Company, for himself and his successors, heirs, beneficiaries, affiliates, principals, agents, partners, employees, associates, representatives, and assigns, shall waive, release, indemnify, and agree to save, defend, and hold harmless Alliance, its successors, assigns, subsidiaries and each of their respective officers, directors, trustees, shareholders, agents, attorneys, and employees and any other related individual or entity, from any and all past, present, or future claims, actions, causes of action, demands, controversies of every kind and nature, rights, liabilities, losses, costs, expenses, attorneys' fees (including, but not limited to, any claim of entitlement for attorneys' fees under any contract, statute, or rule of law allowing a prevailing party or plaintiff to recover attorneys' fees), damages, medical costs and treatments, death, injury, accident, property damage, or personal loss to Company, those traveling with or employed by Company, or others relating to, resulting from, or arising out of (a) any taxes, insurance costs, damages, or other costs arising from or relating to claims that Company's employees are employees of the Alliance; (b) the failure by Company to obtain insurance coverage as set forth herein; (c) any breach of this Agreement; (d) any act, statement, or omission by Company resulting in any claims, actions, causes of action, or proceedings against the Company or its affiliates; (e) any

claim for workers' compensation or unemployment compensation benefits; or (f) any action or omission by Company, whether negligent, intentional, reckless, or otherwise. This paragraph shall survive any termination of this Agreement.

- (h) Insurance Coverages: Company solely shall be responsible for all of its own insurance and shall at all times maintain such types and an amount of insurance coverage (including automobile/liability insurance) as is acceptable or required by the Company.
 - (i) Automobile Insurance: Company solely shall be responsible for its own general liability, collision, and comprehensive automobile insurance covering, without limitation, (i) injuries, deaths, and property damage resulting from an accident; (ii) collisions; (iii) ownership, operation, and maintenance of all owned, non-owned, and hired automobiles used in connection with the performance of this Agreement.
 - (j) Workers' Compensation and Unemployment Compensation Insurance: No workers' compensation insurance or unemployment compensation insurance will be obtained by Alliance on behalf of Company. Company solely shall be responsible for obtaining unemployment compensation insurance and workers' compensation insurance for Company, and Company solely shall be responsible for complying with all applicable workers' compensation and unemployment compensation laws.
 - (k) Proof of Insurance: These policies shall name Alliance as additional insured, shall contain a severability of interest clause, and shall state that such insurance is primary as to any insurance maintained by Company. Company shall provide Alliance with certificates of such insurance naming it as an additional insured prior to beginning any work under this Agreement.
7. Notices: All notices, communications, and coordination under this Agreement shall involve, at a minimum, the following individuals, their successors and/or designees as follows:

For Alliance:

Name	Trish Cozart
Title	IN ² Program Manager, Innovation & Entrepreneurship Center
Address	15013 Denver West Parkway
City/State/Zip	Golden, CO 80401-3305
Phone	(303) 275-3682
Email	Trish.Cozart@nrel.gov

Name	Domi Colegrove
Title	Project Manager, Innovation & Entrepreneurship Center
Address	15013 Denver West Parkway
City/State/Zip	Golden, CO 80401-3305
Phone	(303) 275-4864
Email	Domi.Colegrove@nrel.gov

For Company:

Name	Pete Nelson
Title	Executive Director, AgLaunch Initiative
Address	88 Union Ave, FL 6
City/State/Zip	Memphis, TN 38103
Phone	(901) 315-1694
Email	pnelson@aglaunch.com

8. U. S. Government Disclaimer:

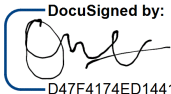
THIS AGREEMENT IS SOLELY BETWEEN COMPANY AND THE ALLIANCE FOR SUSTAINABLE ENERGY, LLC, ACTING IN A PRIVATE CAPACITY. THE UNITED STATES GOVERNMENT IS **NOT** A PARTY TO THIS AGREEMENT. THIS AGREEMENT DOES NOT CREATE ANY OBLIGATIONS OR LIABILITY ON BEHALF OF THE U.S. GOVERNMENT AND THE U.S. GOVERNMENT MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT; OR THAT THE GOODS, SERVICES, MATERIALS, PRODUCTS, PROCESSES, INFORMATION, OR DATA TO BE FURNISHED HEREUNDER WILL ACCOMPLISH INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE; OR THAT ANY OF THE ABOVE WILL NOT INTERFERE WITH PRIVATELY OWNED RIGHTS OF OTHERS. THE U.S. GOVERNMENT SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ATTRIBUTED TO SUCH RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DELIVERED UNDER THIS AGREEMENT. THIS DISCLAIMER DOES NOT AFFECT ANY RIGHTS THE U.S. GOVERNMENT MAY HAVE AGAINST THIRD PARTIES ARISING FROM WORK CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

9. Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the matters contemplated herein. No promises or representations have been made by Alliance or Company other than those contained in this Agreement.
10. Amendment: This Agreement may be amended or modified only by a written instrument executed by both Alliance and Company.
11. Assignment: Company may not assign this Agreement or any of its rights hereunder, or delegate or subcontract any of its obligations hereunder, without the prior written consent of Alliance. Alliance may assign this Agreement to a successor operator of NREL for the DOE.
12. Governing Law and Forum: This Agreement and all disputes arising hereunder shall be subject to, governed by, and construed in accordance with the laws of the State of Colorado, without regard to conflict of laws provisions that would require the application of the laws of any other jurisdiction.

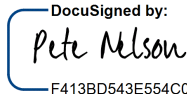
13. Waiver: No delay or omission by Alliance in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.
14. Severability: In the event that any provision of this Agreement shall be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

AGREED:

ALLIANCE FOR SUSTAINABLE ENERGY, LLC

By:  DocuSigned by:
D47F4174ED1441F...
Name: Owen Barwell
Title: CFO
Date: 1/23/2019

COMPANY

By:  DocuSigned by:
F413BD543E554C0...
Name: Pete Nelson
Title: Executive Director
Date: 1/22/2019

Appendix A: 2018 IN² Channel Partner Strategic Award Statement of Work (SOW)

I. Channel Partner Profile

AgLaunch: Pete Nelson, Executive Director, pnelson@aglaunch.com

II. Objective of Channel Partner Strategic Award Funding:

A. Please provide a brief description as to the work to be completed as part of this strategic award.

This proposed project will enhance the capability of the AgLaunch Farmer Network to provide commercialization support and incubation to startup agtech companies by creating a common framework and standards for data collection and analysis across multiple farms and production practices available through the existing farmer network. Standardizing a protocol and framework for aggregating data that will provide access to historical and real-time farm data will provide more consistent and reliable information for agtech startups, investors, and channel partners.

B. Please provide a brief description as to how this effort will support the IN² ecosystem and strengthen the cleantech community.

Currently AgLaunch oversees a network of farmers, including significant row crop farms growing corn, cotton, soybeans, rice, wheat, canola, and grain sorghum across the Mid-South Delta region. These farms serve as incubators for testing and scaling new agricultural technologies like autonomous vehicles, monitoring and imagery devices, new traits and biological inputs, big data and AI applications. Currently this network provides feedback to these agtech startups by following an agreed-upon scope of work and delivering reports that are both anecdotal and data driven on a one-off basis from individual farms. This project will create a framework for what data is relevant for startup companies, how to access this data from a variety of sources, and a simple approach to plan from the beginning of each trial how that information can be used for maximum potential. Having this layer of standardization will help the existing farmer network provide more reliable and actionable information to startups, allowing them to raise additional investment dollars and streamline data collection, while helping startups to attract additional farmers as pilot customers, and more accurately pin-point areas for improvement to the products being developed. The methodologies and standards will be provided to partnering organizations also working to develop farm-based incubator capacity including Ag Ventures Alliance (Iowa) and Agricultural Council of Arkansas (Arkansas).

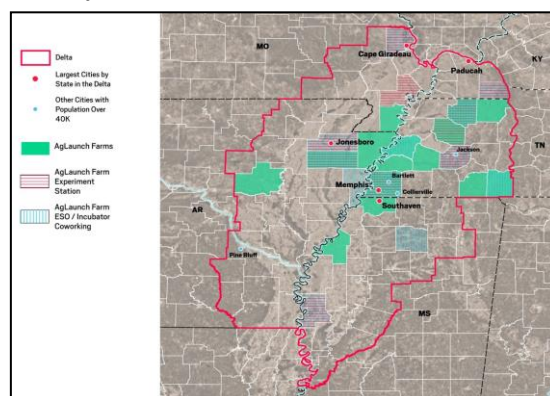


Fig. 1: AgLaunch Farmer Network Sites

III. Tasks:

Task 1: High level description of work effort

A. Please provide a brief description of expected outcome or goal of effort

To support the growth of startup companies in the agricultural production sector, a common set of procedures and standards will be developed as to what farm-level data to collect to provide aggregated value to startup companies and how to integrate that data across multiple sources for ease of use. Startup companies will have better data, be able to develop product iteration cycles more quickly, and provide information to investors and other stakeholders. Better and more consistent utilization of farm-level data by agtech startup companies will allow for additional investment, product refinement, and expanded adoption, as well as more sophisticated farm trials with research groups like the Danforth Plant Science Center and Agricenter International.

B. Please list, at a high-level, activities, materials, etc. and associated costs to support the task

Line Item	Labor hours	Labor rate	Cost
Inventory of existing data collection on each farm (e.g. field sensors, equipment monitors, existing management software)	50	\$100	\$5,000
Working group of select farmers and data experts to create a simple plan	50	\$100	\$5,000
Create and validate model framework for organizing trials across multiple farms	50	\$100	\$5,000
Test in field in 2019 with startup trials	100	\$100	\$10,000
Honorariums for farmers/data experts			\$5,000
Materials, Supplies, Travel, Software, Meeting Expenses			\$20,000
Total Cost			\$50,000

IV. Project Timeline

January 1, 2019 through December 31, 2019.

V. Total Cost Proposal

Item	Cost
Staff and travel time to meet with farmers, conduct research, program coordination	\$25,000
Honorarium for farmers/data experts	\$5,000
Materials, Supplies, Travel, Software, Meeting Expenses	\$20,000
Total Cost	\$50,000

VI. How You Plan to Measure Success/Metrics

- ☐ Analysis of 2019 projects to see if multi-farm trials provided more consistent and higher quality information to the startup companies versus previous year's trials.
- ☐ Survey of farmers and startups to determine if the process of designing trials and delivering results was improved.
- ☐ Did the improved data methodology lead to more investment for startups.

VII. Questions from Review Committee

- A. Who would be developing/programming the framework? What are your guardrails around the framework?

The proposed framework will be procedures to ensure that to the extent possible, the variance of different equipment, software and other tools being used on individual farms will be measuring similar things within the startup's scope of work in a way that it will be easier to integrate results. The frameworks will not be a central database that automatically integrates data.

- B. How do you see supporting this framework after it is created?

The standards/framework to support data collection for startups across multiple-farms will be a living document that is updated as new information is made available. AgLaunch will utilize this within the farmer network and share with other groups creating farm-centric innovation approaches.

- C. How will you insure networks will use the framework? Will this framework be useful to others outside your network?

The framework will be fundamental to designed multi-farm field trials and utilized in the AgLaunch Farmer Network across all sites and regions.

- D. Does framework have new data standards? What are the barriers you will encounter with creating standards? What has already been done in this area?

Although best practices will be shared with other partnering organizations, this framework is an internal procedure for trying to thoughtfully integrate data for multi-farm trials. There is significant work being done across the world to help integrate farm-level data to help farmers make better decisions and to avoid all of the various equipment functions and software solutions not being integrated. This project does not address that issue but is instead focused on helping ensure startups have better information in a more organized way within the context of the AgLaunch Farmer Network.

- E. What part of the framework is this paying for and will it be complete with this funding? 100% in terms of creating the agreed upon system for 2019. This project will be integrated into the overall AgLaunch Farmer Network program trials which have additional funding of \$325,000 for 2019.

VIII. Deliverables: Reporting

- F. Lead proposal contact agrees to provide a short one-page high level summary of status on tasks as requested by IN² program management team over the course of the project
- G. Lead proposal contact agrees to provide final one-page summary on project outcome and impact at end of project

The fiscal agent is responsible for supplying reporting status as requested and final reporting deliverables to the technical monitor. Please send all correspondences to domi.colegrove@nrel.gov, and cc IN2@nrel.gov.

APPENDIX B - INTELLECTUAL PROPERTY RIGHTS-(ALTERNATE I) PATENT RIGHTS (WAIVER TO THE IP LEAD DECLINED OR DENIED)

1. The following definitions shall be used for this Clause.
 - A. "Subject Invention" means any invention or discovery of the Contractor, either as Facility Contractor or Contractor-P, or, to the extent another ACT Participant or a Facility subcontractor is performing any work under this Agreement, of the ACT Participant or Facility subcontractor respectively, conceived in the course of, or under this Agreement or, in the case of an invention previously conceived by the Contractor-P, ACT Participant or Facility subcontractor, first actually reduced to practice in the course of or under this Agreement. "Subject Invention" includes any art, method, process, machine, manufacture, design or composition of matter, or any new and useful improvement thereof, or any variety of plant, whether patented under the Patent Laws of the United States of America or any foreign country, or unpatented.
 - B. "Facility Contractor" means Alliance for Sustainable Energy, LLC as Operator of National Renewable Energy Laboratory operating under DOE Prime Contract No. DE-AC36-08GO28308 or any successor contractor thereof.
 - C. "Contractor-P" means Facility Contractors' private capacity in which they are not acting in their capacity as M&O contractor for their respective Facilities.
 - D. "ACT Participant" means a non-Federal entity that is a signatory to this Agreement including Contractor- P.
2. Any Subject Invention made by the Facility Contractor under this Agreement will be governed by the provisions of the Facility Prime Contract with the DOE.
3. The ACT Participant(s) and Facility subcontractor(s), as applicable, may retain title to their own Subject Inventions, subject to, the Government retaining a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced by or on behalf of the United States the Subject Inventions throughout the world, a requirement to report their Subject Inventions to DOE within 6 months after conception or first actual reduction to practice, whichever occurs first, in the course of or under this Agreement, U.S. Preference (35 U.S.C. § 204), and such other conditions consistent with DOE patent waiver policy.

RIGHTS IN TECHNICAL DATA (UNLIMITED RIGHTS/NONPROPRIETARY)

1. The following definitions shall be used for this Clause.
 - A. "Facility Contractor" means Alliance for Sustainable Energy, LLC as Operator of

- National Renewable Energy Laboratory, operating under DOE Prime Contract No. DE-AC36-08GO28308 or any successor contractor thereof.
- B. "Contractor-P" means Facility Contractors' private capacity in which they are not acting in their capacity as M&O contractor for their respective Facilities.
 - C. "ACT Participant" means a non-Federal entity that is a signatory to this Agreement, including Contractor-P.
 - D. "Generated Information" means information produced in the performance of this Agreement or any Facility subcontract under this Agreement.
 - E. "Proprietary Information" means information which is developed at private expense, is marked as Proprietary Information, and embodies; (1) trade secrets; or (2) commercial or financial information which is privileged or confidential under the Freedom of Information Act (5 USC 552 (b)(4)).
 - F. "Unlimited Rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
2. For the work to be performed at the DOE/NNSA facility, the Parties agree to furnish to the Facility Contractor or leave at the facility that information, if any, which is: (1) essential to the performance of work by the Facility Contractor personnel; or (2) necessary for the health and safety of such personnel in the performance of the work. Any information furnished to the Facility Contractor shall be deemed to have been delivered with Unlimited Rights unless marked as Proprietary Information. The Party furnishing the Proprietary information agrees that it has the sole responsibility for appropriately identifying and marking all documents containing Proprietary Information.
 3. The ACT Participant(s), Contractor, either as Facility Contractor or Contractor-P, and the Government shall have Unlimited Rights in all Generated Information, except for information which is disclosed in a Subject Invention disclosure being considered for patent protection.
 4. The Government and Facility Contractor agree not to disclose properly marked Proprietary Information without written approval of the disclosing party, except to Government employees who are subject to the statutory provisions against disclosure of confidential information set forth in the Trade Secrets Act (18 USC 1905).
 5. The ACT Participant(s) is solely responsible for the removal of all of its Proprietary Information from the facility by or before termination of this Agreement. The Government and Facility Contractor shall have Unlimited Rights in any information which is not removed from the facility by termination of this Agreement. The Government and Facility Contractor shall have Unlimited Rights in any Proprietary Information which is incorporated into the facility or equipment under this Agreement to such extent that the facility or equipment is not restored to the condition existing prior to such incorporation.

6. The Government shall have Unlimited Rights in all Generated Information produced or information provided to the Facility Contractor by the ACT Participants under this Agreement, except for information which is disclosed in a Subject Invention disclosure being considered for patent protection, or which is marked as being Proprietary Information.
7. Copyrights. The ACT Participants may assert Copyright in any of their Generated Information. Subject to the other provisions of this clause, and to the extent copyright is asserted, the Government reserves for itself and others acting in its behalf, a paid-up, world-wide, irrevocable, non-exclusive license for Governmental purposes to publish, distribute, translate, duplicate, exhibit, prepare derivative works, and perform any such copyrighted works.
8. The terms and conditions of this Clause shall survive this Agreement, in the event that this Agreement is terminated before completion of the Statement of Work.



Documentation of AgLaunch Mentorship / Farmer Network Entrepreneurial Support Capacity

Trained Mentors with Signed Agreements

- Number of trained mentors: 41
- Number of mentor hours contributed monthly: 164

Farmer Network Members with Signed Participation Agreements

- Number of farms in Farmer Network: 13
- Number of Model Farms: 4

Attachments:

1. Mentor agreement
2. Farmer Network participation agreement
3. Model Farms participation agreement



Cultivator Mentor,

On behalf of the AgLaunch Team, welcome to the Cultivator Mentor Network. The opportunities in agriculture are enormous. By working with startups and technologies through mentoring relationships, speaking engagements, and office hours you are helping to shape the way food, fuel, and fiber are produced and consumed around the world. We are glad that you are up to the challenge!

As a Cultivator Mentor you will:

- Spend two to five hours a month (more if you would like) working with startup teams, particularly during the AgLaunch365 program;
- Be represented on our website with a headshot and professional bio;
- Potentially be represented in our promotional materials and social media in writing or in photographs; and
- Use sound business judgment to maintain the confidentiality of all teams and organizations and provide expertise to the startups involved in AgLaunch's work.

If you are willing to meet these standards and help tackle today's agri-food issues, please sign and date below. Then return this letter with a headshot and short professional biography to Jade Clark (jclark@aglaunch.com).

Welcome aboard!

Sincerely,

Schuyler Dalton
Director, Farmer Network &
Entrepreneurship | AgLaunch
978.505.8474
sdalton@aglaunch.com

I acknowledge and agree to meet the expectations that accompany being an AgLaunch Cultivator Mentor.

Print

Zach Lattrell

Sign

Date

10-25-18

About AgLaunch®

AgLaunch accelerates new innovations in food and agriculture. The organization addresses global issues while creating local opportunities in the Mid-South. AgLaunch connects agricultural researchers, entrepreneurs, farmers, investors, corporations and non-profit organizations to address real farm and supply chain needs.

AgLaunch.com | 901-443-6463 | 88 Union Avenue, Memphis, TN, 38103 | Follow us on Social Media @AgLaunch

AGLAUNCH FARMER NETWORK PARTICIPATION AGREEMENT

The AgLaunch Farmer Network is a leadership network of entrepreneurial farmers administered by AgLaunch. The purpose of the AgLaunch Farmer Network is to test and provide feedback on new pre-commercial technologies, incubate new innovations, expose farmers to a broad range of new market & value-added opportunities, and create relationships with key companies that want to do business with farmers. In order to participate in this program, the Participating Farmer must agree to all the terms and conditions of the AgLaunch Farmer Network program by signing this agreement, as well as one or more separate Project Agreement(s) in order to conduct specific projects with a Third-Party Collaborator(s) and AgLaunch.

To participate in the AgLaunch Farmer Network, the Participating Farmer agrees to —

- Attend informational and investment sessions as requested, as well as be willing to speak on behalf of AgLaunch Farmer Network to other farmers and at farmer meetings;
- Be willing to participate in at least one Project Agreement obligating the Participating Farmer to conduct farm-scale trials and provide feedback on new innovations or technologies. Farmer is not obligated to conduct commercial-scale trials until a separate Project Agreement is developed and approved by AgLaunch, Participating Farmer, and Third-Party Collaborator;
- Allow representatives of AgLaunch to enter the Participating Farmer's farm, with designated third-parties, in order to conduct plot tours for educational purposes during the crop year as scheduled in advance with the Participating Farmer; and
- Participate in meetings and networking discussions with AgLaunch and designated third-parties concerning new agricultural innovations, value-added processing, and other business opportunities.

AgLaunch agrees to —

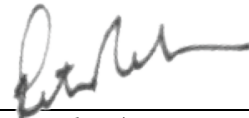
- Provide access to pre-screened innovations and technologies at an early stage and work to set up preferential relationships with potential startups and value-added opportunities;
- Develop a Project Agreement providing for reimbursements (where applicable) for designated and pre-approved expenses associated with conducting new farm-scale trials when projects are available.
- Provide support for new innovations and bring complementary projects and opportunities to the Farmer.

Thank you for your willingness to participate in the AgLaunch Farmer Network. AgLaunch seeks your continued commitment to regional agriculture and the AgLaunch Network through a pledge to participate in future projects as resources become available.



Signature of Participating Grower

Name: Debra Lockard
Address: 3299 Scheibler Rd
City/Zip: Memphis/38128
Phone: 901-603-9124
Email: Lockarddebra@gmail.com



*Signature of President/Executive Director,
AgLaunch*

Pete Nelson
President/Executive Director, AgLaunch
88 Union Avenue, Ste. 600
Memphis, TN 38103
pnelson@aglaunch.com
901-315-1694

**MEMORANDUM OF UNDERSTANDING
BETWEEN AGLAUNCH INITIATIVE AND ROSE CREEK FARM
TO ESTABLISH A MODEL FARM**

1. Parties. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between AgLaunch Initiative, whose address is 88 Union Ave., Ste. 600, Memphis, TN 38103 (hereinafter referred to as “AgLaunch”) and Rose Creek Farms, whose address is 990 Lola Whitten Rd., Selmer, TN 38375 (hereinafter referred to as “Host Farm”).

2. Purpose. The purpose of this MOU is to establish a Model Farm at Host Farm as a partnership between Host Farm and AgLaunch Initiative. A Model Farm is a farm used to research and demonstrate improvements in agricultural techniques, develop new innovations, create a platform for collaboration among public and private entities, and provide education opportunities. The Model Farm will be a hub for the greater work conducted by the AgLaunch Farmer Network, an entrepreneurial network of farmers.

3. Term of MOU. This MOU is effective July 1, 2018 and shall remain in full force and effect until December 31, 2019, with the option to extend the MOU annually as agreed upon by both parties. This MOU may be terminated, with or without cause, by either party upon a sixty (60) day written notice delivered by hand, courier delivery or certified mail to the address listed above.

4. Responsibilities of AgLaunch Initiative. AgLaunch will provide support to Host Farm through linkages, support services, funding support. Specifically, AgLaunch Initiative will:

- Promote and manage programming for field days and other events
- Seek partnership and commercial opportunities to demonstrate model
- Assist in applying for grants and other funding that may be available
- Make sure that the Model Farm program utilizes best practices.

5. Responsibilities of Host Farm. Host Farm will continue to operate a working farm that seeks to use best conservation, labor, and technology practices as part of its regular operations and is willing to provide access

- Make sure that Host Farm has a neat and organized appearance when pre-agreed programs and events are conducted
- Be willing to host special projects, initiatives and events as agreed upon on a per-project basis.
- Be willing to act as “boots on the ground” for coordinating programming and operation of the Model Farm at the Host Farm.

6. General Provisions

A. Amendments. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be in writing and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Tennessee.

C. Entirety of Agreement. This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. Third Party Beneficiary Rights. (1) By this agreement, no party takes on any duty to a nonparty nor grants a nonparty a right to enforce any provision of this agreement, even a provision whose enforcement would benefit a nonparty'. (2) To the extent it can do so, each party disclaims, releases, and waives the right of any nonparty to enforce this agreement in whole or part.

F. Joint Venture. This MOU does not create a joint venture or binding contractual relation between the parties.


H. Intellectual Property. The proprietary business models, plans, research, agreements, software, reports, industry secrets, and know-how which were developed by AgLaunch prior to this MOU and to which Host Farm will have access by virtue of this MOU will remain AgLaunch's exclusive property. Notwithstanding anything to the contrary, AgLaunch will not and does not claim any right of copyright or ownership in any works created by Host Farm, or in process, prior to the beginning of this MOU. During the execution of this MOU AgLaunch retains the rights to business models, plans, research agreements, software, reports, industry secrets, and know-how specifically related to development and implementation of the AgLaunch Model Farm and Farmer Network programs. Additional Intellectual Property that may be developed jointly between AgLaunch and Host Farm will be outlined and determined in a separate agreement.

I. Confidentiality. It is understood that AgLaunch & Host Farm will become acquainted with confidential information pertaining to each respective party. The parties hereby agree to keep all confidential information confidential. Neither Party will use, copy, adapt, alter, or disseminate any confidential information of the other which is disclosed or otherwise comes into its possession under or in relation to this MOU. This obligation will not apply to information which the recipient can prove was in its possession prior to the signing of the MOU, obtained from a source with good legal title to it, obtained from the public domain recipient or which is independently developed by or for the recipient.

7. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

AgLaunch Initiative



Peter Nelson, President & Exec Director

09.18.2018
Date

Rose Creek Farms



Ray Tyler, Principal

10-18-18
Date



April 4, 2019

Mr. Craig Buerstatte, Director (Acting), Office of Innovation and Entrepreneurship
Economic Development Administration
1401 Constitution Avenue, NW, Suite 71014
Washington, DC 20230

RE: Mid-South Delta Region i6 Grant Application – State/Local Government Support

Dear Mr. Buerstatte:

The purpose of this letter is to verify that the Tennessee Department of Agriculture (TDA) is the primary State entity that is collaborating with AgLaunch Initiative to develop the program. To this end, TDA has a three-year Memorandum of Understanding (MOU) with AgLaunch Initiative that supports development of a unique approach to commercializing agricultural innovation by leveraging a network of organized farmers. A key component of this MOU is to specifically outline the mission toward regional collaboration with other states, which TDA has worked with to establish the cluster.

If you have any questions or need additional information please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to be "Charlie Hatcher". The signature is stylized with a large, looping "C" and a long, horizontal stroke extending to the right.

Charlie Hatcher, D.V.M.
Commissioner

Ellington Agriculture Center
440 Hogan Rd., Nashville, TN 37204
615.837.0103
TN.gov/Agriculture

**Memorandum of Understanding
Between
Tennessee Department of Agriculture ("TDA")
AND
AgLaunch Initiative ("AgLaunch")**

This Memorandum of Understanding is effective as of the date signed by both parties by and between the Tennessee Department of Agriculture located at Ellington Agricultural Center, Nashville, Tennessee 37220 hereinafter referred to as "TDA" and AgLaunch Initiative, a non-profit organization located at 88 Union Avenue, 6th Floor, Memphis, Tennessee 38103, hereinafter referred to as "AgLaunch".

WHEREAS, the TDA, is authorized by Tenn. Code Ann. § 4-3-203(1) to "[e]ncourage and promote, in every practicable manner, the interests of agriculture, including horticulture, livestock industry, dairying, poultry raising, beekeeping, production of wood and other allied industries, the TDA is interested in expanding agriculture-based entrepreneurship in rural Tennessee areas to create new opportunities for residents which will lead to new investments and jobs in rural communities; and

WHEREAS, AgLaunch is a non-profit organization focused on growing the regional agricultural and food economy centered around farmers, innovation and prosperity. Specifically, AgLaunch attracts, creates and grows agtech startups, facilitates the development of new agricultural and food supply chains, and builds collaborative farmer networks, with a commitment to intentional inclusion and allowing a network of farmers to participate in the agtech startup businesses acquiring equity and/or other commercial benefits; and

WHEREAS, AgLaunch was created as a result of the TN Rural Challenge and reinforced in the TN Rural Task Force and has operated since its inception as a joint initiative between Memphis Bioworks Foundation, a life sciences focused economic development nonprofit and TDA. AgLaunch became an independent non-profit organization in 2018; and

WHEREAS, TDA and AgLaunch desire to summarize the principal terms and conditions under which they will work together utilizing both TDA and AgLaunch resources; and

NOW THEREFORE, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

TDA and AgLaunch agree to jointly work to enable Tennessee rural entrepreneurs by starting new agriculture-based companies in Tennessee over a three (3) year period. Both organizations agree to work together on developing and implementing a comprehensive program to start and grow new companies in rural Tennessee based on agricultural innovations.

Both organizations further agree to:

Joint Responsibilities

- Organize partners across the State and Region to accomplish these goals including the University of Tennessee Institute of Agriculture, Tennessee State University and other agricultural schools and universities across the State, the Tennessee Department of Economic and Community Development (ECD), the Tennessee office of the USDA, and the Tennessee Farm Bureau.
- Seek funding for the program from sources such as the ECD, TDA, USDA, private companies, philanthropic foundations, and other sources.
- Help develop a revolving advisory board representing entrepreneurs, investors, farm organizations, ag-business and universities and work with this advisory board to facilitate the development of statewide and/or regional strategic plans for agriculture innovation.
- Support programs which generate agriculture-based technologies including university research and farmer networks.
- Work together to seek funding and support for creating a statewide agricultural innovation strategy.

Responsibilities of TDA

- Recognize the AgLaunch program as a TDA partner including a description and contact information on its website.
- Encourage partner organizations and universities to support new startup companies by providing access to mentors, prototype and testing facilities, and university research.
- Provide oversight of State funding and deliverables as well as the coordination of any budget requests through the State working with other state agencies as appropriate.
- Where possible, provide funding to farmer-led initiatives that are part of the program.
- Provide personnel support for marketing, communications, grant and other funding proposals, farmer outreach, project development, assistance with regulatory issues, event hosting and coordination, and other activities as designated in agreed upon work plans.
- Participate on the Board of Directors of AgLaunch. During the term of the MOU, TDA will seat (1) member of the board of directors.

Responsibilities of AgLaunch

- Allow the use of the AgLaunch brand to be used to promote the program in the State of Tennessee within established guidelines.
- Fulfill the responsibilities outlined in this MOU and complete all task outlined in contracts issued from TDA
- Seek business partnerships from across the United States and globally with Ag-related companies to support the program.
- Seek opportunities to link rural farming and production with processing and manufacturing activities based in the State of Tennessee and the surrounding region.
- Seek private sponsors and partners to support the program.

- Continue to work with private funding sources to develop early stage investment capital and seek "proof of concept" funding from public sources.
- Under separate contract, manage programs consistent with the mission including the TAEP agtech cost share program
- Serve as a participating member of the TDA Agribusiness Development team
- Allocate one (1) board position to TDA during term of the MOU

Terms and Conditions

This Memorandum of Understanding is intended to be supplemented by a formal agreement by both TDA and MBF which may include additional terms and scope of services. This MOU shall expire three (3) years after the effective date. Prior to the expiration of this MOU the parties shall review the MOU and may agree to extend the MOU by mutual written agreement. This MOU may be amended, extended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon sixty (60) days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under this Agreement, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

Funding

This MOU does not cover funding from and/or to from either TDA and AgLaunch. Separate Scope of Work and funding contracts will be developed for individual projects and programs that will be coordinated as part of the AgLaunch work in Tennessee.

Regional Scope

TDA supports AgLaunch's growth as a regional organization into surrounding states and regions. AgLaunch verifies that although it may use TDA funds as part of general promotion activities for the program, it will not use TDA direct funding to build projects in areas outside of Tennessee.


Assignment

It is understood by the parties herein this MOU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.


BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

AgLaunch Initiative

By: 
 Name: Peter A. Nelson
 Title: Executive Director
 Date: August 16, 2018

Tennessee Department of Agriculture

By: 
 Name: Jai Templeton
 Title: Commissioner
 Date: August 16, 2018



KENTUCKY ECLEARINGHOUSE

Project View

(Status:)

APPLICANT INFORMATION

Applicant Company: *	AgLaunch Initiative
Applicant Courtesy: *	Mr.
Applicant First Name: *	Peter
Applicant Last Name: *	Nelson
Applicant Phone: *	(901) 315-1694
Applicant eMail: *	pnelson@aglaunch.com
Applicant Address: *	88 Union Ave Ste 600
Applicant City: *	Memphis
Applicant State: *	TN
Applicant Zip: *	38103
Applicant Type: *	Non-Profit
Submitter (You, the person filling out this form)	
Submitter First Name: *	Rebecca
Submitter Last Name: *	Kaufman
Submitter Phone: *	(501) 766-7133
Submitter eMail: *	

PROJECT INFORMATION

Project Type: * [Economic Development](#)

Project Number (WRIS):

Project Title: * [Farm-Centric Commercial Validation
Program for AgTech Startups](#)

Construction: * [Non-Construction](#)

Applicant County: * [Shelby](#)

Multiple Counties: ☒

List Counties: [Ballard \(21007\), Calloway \(21035\), Carlisle
\(21039\), Fulton \(21075\), Graves \(21083\),
Hickman \(21105\), Marshall \(21157\),
McCracken \(21145\);](#)

Congressional Districts: *
1: ☒ 2: ☐ 3: ☐
4: ☐ 5: ☐ 6: ☐

CFDA INFORMATION

CFDA Number: * [11.020](#) CFDA Title: * [Cluster Grants](#)

Federal Agency: * [DOC - Department of Commerce](#)

Start Date: * [09/01/2019](#)

Is the Applicant delinquent on any Federal
debt? * [No](#)

If yes, explain:

SITE PHYSICAL ADDRESS

Street Address: [88 Union Ave](#)

City: [Memphis](#)

Zip Code: [38103](#)

Latitude:

Longitude:

Project Description: * (Project Description needs to have a site address and the who, what, when and where of the project)

AgLaunch will create a Farm-Centric Commercial Validation Program for AgTech Startups ("AgLaunch i6") expanding current AgLaunch365 programming and adding capacity within the AgLaunch Farmer Network. The Delta Ag Cluster is a Tennessee-based multi-state, multi-institution initiative that focuses on creating a platform to commercialize technologies in agriculture and facilitate farmers' transitions into next generation agricultural opportunities, stimulate job creation in at-risk rural and urban communities, and create a more profitable system to support AgTech investors and startups. The proposed i6 Challenge project will add programming capacity to the AgLaunch365 accelerator and expand capabilities of the existing farmer-led incubator model in two key ways: (1) expand proof of concept capabilities at the "Digital Acre" project in partnership with Agricenter International and (2) build a "Data Commons" across many acres, soil types, and production practices to improve cost and efficiency of commercial validation for AgTech startups. Implementation of this project will lead to increased support for AgTech startups, higher success rates for those companies, and greater farm adoption of new technologies in Kentucky and the surrounding Mississippi River Delta Region. In the long term, this increased capacity will be monetized for the benefit of the farmer network as part of the group's sustainability strategy. We are currently partnering with, and have support from, Murray State University.

Need For Project: (Be brief)

Despite venture capital's aggressive entry and renewed interest in AgTech and a pressing global need for more sustainably produced food, there is currently not a truly effective and comprehensive ecosystem to support AgTech companies that is tailored to the specific and complex needs of the agriculture industry, specifically in how farmers are engaged in commercialization. Through the Delta Ag Cluster, AgLaunch is supporting Memphis and the surrounding Mississippi River Delta Region to build and implement a different model that addresses each component of a functioning agricultural focused ecosystem including aligned capital, nationally recognized accelerator programming, diverse mentor network, and most importantly a network of farmers who are actively working with startups to create, iterate, model, and launch new ideas.

ADDITIONAL INFORMATION

WASTEWATER INFORMATION

Water Supplier Name:

Describe wastewater disposal:

Package Sewage Treatment Plant

Facility:

Address/GPS:

Existing publicly owned wastewater treatment plant

Plant Name:

On-site septic tank and lateral field

Health Dept. Name:

Health Dept. Permit No.:

Health Dept. Phone:

Health Dept. Address:

SOLID WASTE INFORMATION

Landfill Name:

Landfill Permit No.:

Transport Mode:

Transport Company:

****Only fill out this section if project is construction of housing, running of water or wastewater lines, or purchase of real estate****

ESTIMATED FUNDING

Federal: \$750,000.00

Applicant: \$250,000.00

State: \$0.00

Local: \$0.00

Program Income: \$0.00

Other (Specify):	
State of TN, National Renewable Energy Lab	\$500,000.00
Total:	\$1,500,000.00

- EDIT PROJECT
- UPLOAD DOCUMENT
- COMPLETE PROJECT
- PRINT PAGE
- DELETE PROJECT

AgLaunch: CFDA: 11.020 – Cluster Grants Competition ID – Title:2780445 – 2019 i6 Challenge Competition

1 message

Rebecca Kaufman <rkaufman@aglaunch.com>

Thu, Apr 4, 2019 at 4:58 PM

To: sara.vanderfeltz@oa.mo.gov

Cc: Sam Brown <sbrown@aglaunch.com>, Pete Nelson <pnelson@aglaunch.com>

Sara,

Please find attached the Project Narrative and completed 424 form for AgLaunch's EDA i6 Grant Application. If you need anything else from us, please let me know.

Thanks for your help,

Rebecca Kaufman

--

Rebecca Kaufman
Strategy + Engagement
AgLaunch
(501) 766-7133

2 attachments



AgLaunch i6 Project Narrative FINAL.pdf
1202K



SF424,AgLaunch.Final,04.04.2019 signed with S-signature.pdf
4700K

AgLaunch: CFDA: 11.020 – Cluster Grants Competition ID – Title:2780445 – 2019 i6 Challenge Competition

1 message

Rebecca Kaufman <rkaufman@aglaunch.com>

Thu, Apr 4, 2019 at 5:29 PM

To: IGSClearinghouse@dfa.arkansas.gov

Cc: Sam Brown <sbrown@aglaunch.com>, Pete Nelson <pnelson@aglaunch.com>

To Whom It May Concern:

Please find attached the Project Narrative and completed 424 and 424A forms for AgLaunch's EDA i6 Grant Application. If you need anything else from us, please let me know.

Thanks for your help,

Rebecca Kaufman

--

Rebecca Kaufman
Strategy + Engagement
AgLaunch
(501) 766-7133

3 attachments



AgLaunch i6 Project Narrative FINAL.pdf
1202K



SF424A,AgLaunchFINAL,04.04.2019.pdf
364K



SF424,AgLaunch.Final,04.04.2019 signed with S-signature.pdf
4700K



Tax Status & Year Founded

2015 –

- **AgLaunch created as a joint initiative¹ of Tennessee Department of Agriculture("TDA") and Memphis Bioworks Foundation.**
- **TDA and Memphis Bioworks Foundation signed a three-year MOU operate AgLaunch**

2018 –

- **AgLaunch Initiative becomes independent nonprofit organization.**
- **501(c)(3) designation is pending**
- **Three-year MOU signed between AgLaunch Initiative & TDA**

¹ <https://www.tn.gov/agriculture/news/2015/8/20/usda-tda-announce-seed-funding-to-ignite-agri-tech-entrepreneurship.html>

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-22-2018

Employer Identification Number:
83-0995119

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

AGLAUNCH INITIATIVE
% PETE NELSON
88 UNION AVE
MEMPHIS, TN 38103

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-0995119. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941
Form 940

10/31/2018
01/31/2019

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

Tennessee Secretary of State
Tre Hargett



Division of Charitable Solicitations, Fantasy Sports, and Gaming
312 Rosa L. Parks Avenue, 8th Floor
Nashville, Tennessee 37243-1102

Mona Hart
Director
July 12, 2018

615-741-2555
Mona.Hart@tn.gov

Peter Nelson
AgLaunch Initiative
88 Union Avenue, Floor 6
Memphis, TN 38103

RE: Registration to Solicit Funds for Charitable Purposes/**AgLaunch Initiative**
ID Number: **CO31720**
Expiration Date: **June 30, 2019**

Dear Peter Nelson:

This office is in receipt of the above organization's application for registration pursuant to the Tennessee Charitable Solicitations Act, T.C.A. § 48-101-501, *et seq.* After reviewing the application, the office has approved its registration.

However, if it is later determined that the organization's application or other information provided to this office is incomplete, contains false, misleading, or deceptive statements or that the organization has violated any laws governing charitable solicitations, this office will take appropriate action, which may include a determination that the organization's registration is improper or unlawful. Furthermore, the organization may be requested or required by this office to provide additional information in connection with its registration at any time.

Additionally, pursuant to T.C.A. §48-101-504(c), a newly registered charitable organization, in its first year of operation, shall provide quarterly financial reports, due within thirty (30) days after the end of each quarter of its current fiscal year, containing the following information:

1. The gross amount of contributions received;
2. The amount of contributions disbursed or to be disbursed to each charitable organization or charitable purpose represented;
3. The aggregate amounts paid to any professional solicitor and or fund raising counsel;
4. The amounts spent for overhead, expenses, commissions and similar purposes."

You may also file quarterly reports on line at <http://sos.tn.gov/charitable>. If there are questions or if additional assistance is needed, please contact the Division at (615) 741-2555.

Sincerely,

Tre Hargett
Secretary of State

:CO31720



000970607

**CHARTER
NONPROFIT CORPORATION**

SS-4418

**Tre Hargett**
Secretary of State**Division of Business Services**
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$100.00

For Office Use Only

-FILED-

Control # 000970607

The undersigned, acting as incorporator(s) of a nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation.**1. The name of the corporation is:** AgLaunch Initiative**2. Name Consent: (Written Consent for Use of Indistinguishable Name)**☐ This entity name already exists in Tennessee and has received name consent from the existing entity.**3. This company has the additional designation of:** None**4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:**AgLaunch Initiative
PETE NELSON
FL 6
88 UNION AVE
MEMPHIS, TN 38103-5126
SHELBY COUNTY**5. Fiscal Year Close Month:** December**Period of Duration:** Perpetual**6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:**
(none) (Not to exceed 90 days)**7. The corporation is not for profit.****8. Please complete all of the following sentences by checking one of the two boxes in each sentence:**This corporation is a ☒ public benefit corporation / ☐ mutual benefit corporation.This corporation is a ☐ religious corporation / ☒ not a religious corporation.This corporation will ☐ have members / ☒ not have members.**9. The complete address of its principal office is:**PETE NELSON
FL 6
88 UNION AVE
MEMPHIS, TN 38103-5126
SHELBY COUNTY**(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)**

B0562-9593 06/22/2018 1:44 PM Received by Tennessee Secretary of State Tre Hargett



**CHARTER
NONPROFIT CORPORATION**

SS-4418



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$100.00

For Office Use Only
-FILED-
Control # 000970607

The name of the corporation is: AgLaunch Initiative

10. The complete mailing address of the entity (if different from the principal office) is:

PETE NELSON
FL 6
88 UNION AVE
MEMPHIS, TN 38103-5126

11. List the name and complete address of each incorporator:

<u>Title</u>	<u>Name</u>	<u>Business Address</u>	<u>City, State, Zip</u>
Incorporator	Peter Nelson	88 UNION AVENUE FL 6	MEMPHIS, TN 38103

12. School Organization: (required if the additional designation of "School Organization - Exempt" is entered in section 3.)

- ☐ I certify that pursuant to T.C.A. §49-2-611, this nonprofit corporation is exempt from the \$100 filing fee required by T.C.A. §48-51-303(a)(1).
- ☐ This nonprofit corporation is a "school support organization" as defined in T.C.A. §49-2-603(4)(A).
- ☐ This nonprofit corporation is an educational institution as defined in T.C.A. §48-101-502(b).

13. Insert here the provisions regarding the distribution of assets upon dissolution:

In the event of dissolution of the Corporation, all assets will be distributed to another nonprofit organization with a similar purpose.

14. Other Provisions:

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

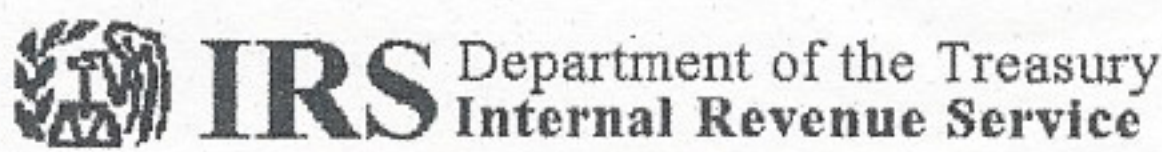
Electronic
Signature

Peter Nelson
Printed Name

Incorporator
Title/Signer's Capacity

Jun 22, 2018 1:44PM
Date

B0562-9594 06/22/2018 1:44 PM Received by Tennessee Secretary of State Tre Hargett



Department of the Treasury
Internal Revenue Service

P.O. BOX 2508

CINCINNATI OH 45201

In reply refer to: 9999999999

Mar. 15, 2019 LTR 3367C S0

83-0995119 000000 00

00070535

BODC: TE

AGLAUNCH INITIATIVE

88 UNION AVE FL 6

MEMPHIS TN 38103



014102

Employer identification number: 83-0995119

Tax form: 1023

Document locator number: 17053-039-30704-9

For assistance, call: 1-877-829-5500

Dear Applicant,

We received your application for exemption from federal income tax and your user fee payment.

During the initial review process, applications for exemption are separated into two groups:

1. Those that can be processed based on information submitted
2. Those that require additional information to be processed

If your application falls in the first group you'll receive a determination letter within approximately 90 days from the date of this notice stating that you re exempt from federal income tax.

If your application falls in the second group, you'll be contacted when your application has been assigned to an Exempt Organizations specialist for review. You can expect to be contacted within approximately 180 days from the date of this notice. After 180 days, if you haven't been notified your application was assigned to a specialist, you can contact Customer Account Services Monday through Friday at the toll-free number shown above to check on its status. The individual calling on your behalf will need the following information:

- * Your name
- * Your employer identification number (EIN)
- * The document locator number listed above and assigned to your request
- * A proper power of attorney submitted with your exemption application, unless the individual calling is an officer or director and legally authorized to represent you

The IRS doesn't issue "tax-exempt numbers" or "tax-exempt certificates" for state or local sales or income taxes. If you need exemption from these taxes, contact your state or local tax offices.

Most organizations are required to file an annual information return



Charter and Bylaws

**ORGANIZATIONAL ACTION BY WRITTEN CONSENT
OF THE INCORPORATOR AND DIRECTORS**

of
AGLAUNCH INITIATIVE

November ____, 2018

Pursuant to §§48-52-105(b) and 48-58-202(a) of the Tennessee Nonprofit Corporation Act, the undersigned, constituting the incorporator and directors of AgLaunch Initiative, a Tennessee corporation (the “**Company**”) hereby consent to the adoption of the following resolutions in lieu of holding an organizational meeting:

I. ACTS OF THE INCORPORATOR

1.1 Directors. Each of the following shall serve as a director of the Company until a successor shall have been duly elected and qualified, or until his or her earlier death, resignation or removal:

Carolyn Chism Hardy

Andrew Rowan McCarroll

Daniel B. Hatzenbuehler

Jai Jeffrey Templeton

1.2 Resignation of the Incorporator. The incorporator hereby resigns as the incorporator of the Company, effective immediately.

II. ACTS OF THE DIRECTORS

2.1 Incorporator. The acts of the incorporator contained herein, including the incorporator’s resignation, are hereby approved and ratified in all respects.

2.2 Amended and Restated Charter. The Charter of the Company shall be amended and restated in the form attached hereto as Exhibit A.

2.3 Bylaws. The bylaws of the Company, attached hereto as Exhibit B, are hereby approved and shall be the bylaws of the Company.

2.4 Officers. Each of the following shall serve in the office set forth opposite their respective names below, to serve as such at the pleasure of the Board of Directors of the Company, to hold office until the election and qualification of their respective successors or until their earlier resignation or removal:

Name

Office

Peter Nelson

President and Executive Director

Samuel Brown

Secretary

2.5 Bank Account. The President or any officer of the Company authorized by the President (each, an “Authorized Officer”) may establish a bank account for the Company (the “Bank Account”), which Bank Account shall be used for the deposit and withdrawal of funds. Any Authorized Officer may execute the standard form resolution of such bank when the Bank Account is opened.

2.6 Tax-Exempt Status. The Officers of the Company are hereby authorized to cause to be submitted applications for both federal and state tax-exempt status on behalf of the Company. To the extent actions have been taken in furtherance of this resolution before the date hereof, such actions are hereby approved.

2.7 General Authorization. The President and Executive Director and the Secretary of the Company are, and each of them individually hereby is, authorized and empowered to do and perform or cause to be done and performed all such acts, deeds and things, and to make, execute and deliver, or cause to be made, executed and delivered, all such agreements, undertakings, documents, instruments or certificates in the name of the Corporation and to retain such counsel, agents and advisors and to incur and pay such expenses, fees and taxes as shall, in the opinion of the officers of the Corporation executing the same, be deemed necessary or advisable (such necessity or advisability to be conclusively evidenced by the execution thereof) to effectuate or carry out fully the purpose and interest of all of the foregoing resolutions; and that any and all such actions heretofore or hereafter taken by the Authorized Officers relating to and within the terms of these resolutions be, and they hereby are, adopted, affirmed, approved and ratified in all respects as the act and deed of the Corporation;

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned has executed this Organizational Action as of the date first written above.

INCORPORATOR:

Peter A Nelson

Peter A Nelson (Dec 11, 2018)

Peter Nelson

DIRECTORS:

Carolyn Chism Hardy

Carolyn Chism Hardy (Dec 10, 2018)

Carolyn Chism Hardy

Andrew R. McCarroll

Andrew R. McCarroll (Dec 11, 2018)

Andrew Rowan McCarroll

Daniel B. Hatzenbuehler

Daniel B. Hatzenbuehler (Dec 11, 2018)

Daniel B. Hatzenbuehler

J Templeton

J Templeton (Nov 14, 2018)

Jai Jeffrey Templeton

Exhibit A
Amended and Restated Charter

AMENDED AND RESTATED
CHARTER OF
AGLAUNCH INITIATIVE

The undersigned person having capacity to contract and acting as incorporator of a nonprofit corporation pursuant to the provisions of the Tennessee Nonprofit Corporation Act, Tennessee Code Annotated, Section 48-51-101, et seq., adopts the following:

ARTICLE I.

The name of the corporation is AgLaunch Initiative (the “Corporation”).

ARTICLE II.

The Corporation is a public benefit corporation.

ARTICLE III.

The Corporation is not a religious corporation.

ARTICLE IV.

The initial registered office of the Corporation shall be 88 Union Avenue, Floor 6, Memphis, Tennessee 38103-5126, County of Shelby, and its initial registered agent at that address is Pete Nelson.

ARTICLE V.

The name of the incorporator is Peter Nelson, and his address is 88 Union Avenue, Floor 6, Memphis, TN 38103-5126, County of Shelby.

ARTICLE VI.

The street address and zip code of the initial principal office of the Corporation is 88 Union Avenue, Floor 6, Memphis, TN 38103-5126, County of Shelby.

ARTICLE VII.

The Corporation is not for profit.

ARTICLE VIII.

The Corporation will not have members.

ARTICLE IX.

The Purposes for which this Corporation is organized are as follows:

(a) The purposes for which the organization is organized are exclusively charitable, scientific, literary, and educational within the meaning of Section 501 (c)(3) of the Code.

(b) Notwithstanding the other provisions of this Charter, the Corporation shall only conduct or carry on activities permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Code, and by any organization contributions to which are deductible under Section 170(c)(2) of the Code.

(c) The Corporation may do any and all things hereinabove set forth, and all things usual, necessary or proper in furtherance of or incidental to the purposes of the Corporation.

ARTICLE X.

As a means of accomplishing the purpose for which it is organized, the Corporation shall have the rights and powers now or later conferred upon corporations not for profit by the laws of the State of Tennessee, limited in certain respects as follows:

(a) The Corporation shall neither have nor exercise any power, nor shall it directly or indirectly engage in any activity, that would (1) prevent it from obtaining exemption from federal income taxation as a corporation described in Section 501(c)(3) of the Code, (2) prevent it from obtaining the status of a corporation contributions to which are deductible under Section 170(c)(2) of the Code, or (3) cause it to lose such exemption or status.

(b) The Corporation shall not be operated for the primary purpose of carrying on a trade or business for profit.

(c) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its corporate purposes.

(d) Except as may be permitted from time to time under Section 501 of the Internal Revenue Code, no substantial part of the activities of the Corporation

shall consist of carrying on propaganda, or otherwise attempting to influence legislation; nor shall it in any manner or to any extent participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office; nor shall the Corporation engage in any activities that are unlawful under applicable federal, state, or local laws.

ARTICLE XI.

The following limitations shall apply to the Corporation in the event it is classified as a private foundation:

(a) The Corporation will distribute its income for each tax year at a time and in a manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code.

(b) The Corporation will not engage in any act of self-dealing as defined in Section 4941(d) of the Code.

(c) The Corporation will not retain any excess business holdings as defined in Section 4943(c) of the Code.

(e) The Corporation will not make any taxable expenditures as defined in Section 4945(d) of the Code.

ARTICLE XII.

To the fullest extent that the laws of the State of Tennessee as it exists on the date hereof or as it may hereafter be amended permits the limitation or elimination of the liability of directors, no director of the Corporation shall be personally liable to the Corporation for monetary damages for breach of fiduciary duty as a director. If the Tennessee Nonprofit Corporation Act is amended after approval of this Charter to authorize corporate action further eliminating or limiting personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Nonprofit Corporation Act, as amended.

ARTICLE XIII.

Upon the dissolution of the Corporation, and pursuant to the laws of the State of Tennessee:

(a) All liabilities and obligations of the Corporation shall be paid and discharged, or adequate provisions shall be made therefore; and

(b) All remaining assets of the Corporation shall be distributed to one or more charitable, scientific, literary or educational organizations which are not for profit, and which would qualify under the provisions of Section 501(c)(3) of the Code, and which, if practical, are engaged in affairs substantially similar to those

of the Corporation, or shall be distributed to the federal government or to a state or local government for a public purpose.

ARTICLE XIV.

The provisions of this Charter are subject to amendment as provided under the laws of the State of Tennessee; provided that no provision shall be changed, modified or repealed in such a manner as to be inconsistent with the objects and purposes for which this Corporation is formed.

ARTICLE XV.

All references in this Charter to the Internal Revenue Code or Code shall include the Internal Revenue Code of 1986 as it now exists, future amendments to the sections cited, and corresponding sections of future laws, together with all valid regulations thereunder.

Executed _____, 20_____.

Peter Nelson

Exhibit B
Bylaws

**BYLAWS
OF
AGLAUNCH INITIATIVE**

(a Tennessee Nonprofit Corporation)

**ARTICLE I.
NAME**

The name of the Corporation is AgLaunch Initiative.

**ARTICLE II.
OFFICES**

The principal office of the Corporation in the State of Tennessee shall be located at 88 Union Avenue, Memphis, Tennessee 38103-5126, or at such other place as shall be lawfully designated by the Board of Directors, hereinafter sometimes called the "Board." The Corporation may have such other offices, either within or without the State of Tennessee, as the Board may designate or as the affairs of the Corporation may require from time to time.

**ARTICLE III.
PURPOSES**

The purpose of this corporation shall be as provided in its Charter. The aims of this corporation are to be carried out through any and all lawful activities, including others not specifically stated in the Charter but incidental to the stated aims and purposes, provided that any such activity shall conform to any applicable restrictions or limitations set forth in the Corporation's Charter or which are imposed on corporations described in Section 501(c)(3) of the Internal Revenue Code and the Regulations thereunder.

It is intended that Corporation will qualify at all times as an organization exempt from federal income tax under Section 501(a) and 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States Internal Revenue Law (referred to herein as the "Code"), that it will qualify at all times as an organization to which deductible contributions may be made pursuant to Sections 170, 642, 2055 and 2522 of the Code, and that it will qualify as a private foundation described in Section 509 of the Code. The Corporation is a public benefit corporation within the meaning of T.C.A. § 48-51-101, et seq. formed for charitable, scientific, religious or educational purposes within the meaning of Section 501(c)(3) of the Code.

No part of the net earnings or the property of this Corporation shall inure to the benefit of or be distributable to, its directors, officers, members or other private individuals or persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for goods and services rendered and to make payments in furtherance of the purposes set forth in the paragraph just above. The Corporation shall not carry on propaganda or otherwise attempt to influence legislation in any manner which is not permitted under the Code.

ARTICLE IV. **MEMBERSHIP**

The Corporation shall not have members.

ARTICLE V. **BOARD OF DIRECTORS**

Section 5.01 General. The affairs of the Corporation shall be managed by a Board of Directors, each of whom shall be of legal age. Directors need not be residents of the State of Tennessee.

Section 5.02 Number. There shall be no fewer than three (3) directors. All directors shall have equal and full voting responsibilities as members of the Board of Directors.

Section 5.03 Election and Term. Directors shall be elected by the incorporator and at annual meetings of directors thereafter, for terms not to exceed one (1) year. Each director shall hold office until the expiration of the term for which he or she is elected, and thereafter until his or her successor has been elected and qualified, or until removed as provided in Section 5.06 below. There is no limitation on the number of terms a director can serve. Each director shall be entitled to one (1) vote, and the result will be determined by the majority of the votes cast.

Section 5.04 Vacancy. Vacancies occurring in the Board by death, resignation, refusal to serve, or otherwise, shall be filled for the unexpired term by the remaining directors at any regular or special meeting.

Section 5.05 Resignation. Any director may resign at any time by giving written notice to the President, the Secretary or to the Board of Directors. Such resignation shall take effect at the time specified therein, or, if no time is specified, at the time of acceptance thereof as determined by the Board.

Section 5.06 Removal. All directors shall serve at the pleasure of the Board of Directors, and any director may be removed at any time without cause by a two-thirds (2/3) vote of all the directors then serving. In addition, any director who fails to attend three (3) consecutive meetings of the Board shall be deemed to have resigned.

Section 5.07 Committees. The Board, by resolution adopted by a majority of the entire Board, may designate an executive committee, consisting of three (3) or more directors, and other committees, consisting of three (3) or more persons, who may or may not be directors, and may delegate to such committee or committees all such authority of the Board that the director may legally delegate. Each committee shall report any action taken to the meeting of the Board next following the taking of such action, unless the Board otherwise requires. The Board may designate one or more directors as alternate members of any such committee, who may replace any absent member or members at any meeting of the committee. Each such committee, and each member of any committee, shall serve at the pleasure of the Board. The designation of any such committee and the delegation thereto of authority shall not relieve any director of any responsibility imposed by law. So far as applicable, the provisions of law relating to the conduct of meetings of the Board shall govern meetings of the executive and other committees.

ARTICLE VI.

MEETINGS OF THE BOARD

Section 6.01 Place of Meetings. The meetings of the Board shall be held at the principal office of the Corporation or at any place within or without the United States that the Board may from time to time designate.

Section 6.02 Annual Meetings. The Board of Directors may provide by resolution the time and place, either within or without the State of Tennessee, for the holding of the annual and the regular meetings of the Board of Directors without other notice than such resolution. If such day be a legal holiday, the meeting shall be held at the same hour on the next succeeding business day. The Board of Directors may designate any place, either within or without the State of Tennessee, as the place of meeting for any annual meeting or for any special meeting of the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Corporation in the State of Tennessee.

Section 6.03 Special Meetings. Special meetings of the Board may be called at any time by the President or by two or more directors.

Section 6.04 Notice Requirements. Notice of annual meetings and of any special meetings, setting forth the place and the day and hour of the meeting, shall be given to each director, by any usual means of communication not less than ten (10) days before the meeting if sent by mail and at least two (2) days previously thereto if delivered by courier, electronic mail or telecopier to each director at such director's address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is by telecopier, such notice shall be deemed to be delivered when the transmission is confirmed.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting need be specified in the notice or any waiver of notice of such meeting, unless specifically required by law or these Bylaws.

Section 6.05 Waiver of Notice. A director's attendance at or participation in a meeting waives any required notice of the meeting unless the director at the beginning of the meeting (or promptly upon his or her arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. Whenever the Board is authorized to take any action after notice to any person or persons, or the lapse of a prescribed period of time, the action may be taken without such requirements if at any time before or after the action is completed the person or persons entitled to such notice or entitled to participate in the action to be taken submit a signed waiver of notice or of such requirement.

Section 6.06 Quorum. At all meetings of the Board a majority of the total directors then in office shall constitute a quorum for the transaction of business. When a quorum is once present to organize the meeting, it is not broken by the subsequent withdrawal of any of those present, and a meeting may be adjourned despite the absence of a quorum.

Section 6.07 Voting of Directors. The vote of a majority of the directors at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a vote of a greater number is required by law or by these bylaws.

Section 6.08 Presumption of Assent. A director who is present at a meeting of the Board shall be presumed to have concurred in any action taken at the meeting unless he or she objects at the beginning of the meeting (or promptly upon his or her arrival) to holding it or transacting business at the meeting, and his or her dissent or abstention from the action taken is entered in the minutes of the meeting, or he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment of the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Section 6.09 Action by Consent. Action required or permitted under Tennessee law to be taken at a Board of Directors meeting may be taken without a meeting. If all directors consent to taking such action without a meeting, the affirmative vote of the number of directors that would be necessary to authorize or take such action at a meeting is the act of the Board. The action must be evidenced by one (1) or more written consents describing the action taken, signed by each director, and included in the minutes filed with the corporate records reflecting the action taken. Action taken is effective when the last director signs the consent, unless the consent specifies a different effective date.

Section 6.10 Media Meeting Allowed. Participation by members of the Board or any committee designated by the Board in any meeting of the Board or committee by means of any communications equipment by means of which all persons participating in the meeting can hear each other shall be permitted. Participation in such a meeting pursuant to this Section 6.10 shall constitute presence in person at such meeting. The directors shall be promptly furnished a copy of the minutes of any meeting held under this paragraph.

ARTICLE VII.

COMPENSATION OF DIRECTORS

Directors as such shall not receive any compensation for their services as directors, but the Board may, by resolution, authorize reimbursement of expenses incurred in the performance of their duties. Such authorization may prescribe the procedure for approval and payment of such expenses by designated officers of the Corporation. Nothing herein shall preclude a director from serving the Corporation in any other capacity and receiving compensation for such services.

ARTICLE VIII.

OFFICERS

Section 8.01 Titles of Officers. The Corporation shall have a President, a Secretary and such other officers as are elected. One person may be elected to more than one office, except that the offices of President and Secretary may not be held by the same person.

Section 8.02 Election. All officers shall be elected or appointed at the annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be as soon thereafter as convenient. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors.

Section 8.03 Term of Office. The officers of the Corporation shall be elected for terms of one (1) year. Each officer shall hold office until the expiration of the term for which he or she is elected and thereafter until his or her successor has been elected or appointed and qualified, except where removed from office as hereinafter provided. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 8.04 Removal. Any officer may be removed by the vote of a majority of the entire Board whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer shall not of itself create contract rights.

Section 8.05 Duties. All officers as between themselves and the Corporation shall have such authority and perform such duties in the management of the Corporation, in addition to those described in these bylaws, as usually appertain to such officers of Corporations not for profit, except as may be otherwise prescribed by the Board. The following specific authority and duties are set forth as to the President and Secretary:

(a) President. The President shall be the Chief Executive Officer of the Corporation. Within the policies and objectives prescribed by the Board of Directors he or she shall establish operating procedures for, and administer and direct, all aspects of the Corporation's operating activities. He or she shall have the power to execute, on behalf of the Corporation, bonds and mortgages and all other contracts and documents. In addition, he or she shall have the power to execute documents where by law the signature of the President is required. In general, he or she shall have all powers and shall perform all duties usually vested in the office of the President and Chief Executive Officer of a corporation, subject to the right of the Board of Directors to delegate powers to other officers or committees of the Corporation, except those powers which may be exclusively conferred by law upon the office of the President.

(b) Secretary. The Secretary of the Board of Directors shall keep minutes of the meetings of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate record; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 8.06 Compensation. The Board shall fix the compensation, or provide for fixing the compensation, of all officers of the Corporation.

ARTICLE IX. **COMMITTEES**

Section 9.01 Committees of Directors. The activities of the Board of Directors shall be discharged through a series of working committees as set forth herein, to the extent the authority of the Board of Directors has been delegated to such committees by these Bylaws or appropriate resolutions duly adopted by the Board. Once authority has been duly delegated to a committee of

the Board, the committee shall have the authority to take actions on those matters which have been delegated to it, either expressly or impliedly; provided, however, that a committee may not:

- (a) Authorize distributions;
- (b) Approve or recommend dissolution, merger or the sale, pledge or transfer of all or substantially all the Corporation's assets;
- (c) Elect, appoint or remove Directors or fill vacancies on the Board of Directors or any of its committees;
- (d) Adopt, amend or repeal the Bylaws or the Charter of the Corporation.

Section 9.02 Other Committees. Other committees not having and exercising the authority of the Board of Directors in the Corporation may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee need not be directors of the corporation, but each such committee shall have at least one member who is a director of the corporation. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

Section 9.03 Term of Office. Each member of a committee shall continue as such until the next annual meeting of the Board of Directors of the Corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 9.04 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 9.05 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 9.06 Rules. Each Committee may adopt internal rules not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE X.

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 10.01 Authorization. The Board of Directors may authorize any officer or officers, agent or agents, in addition to the specific authorization given to the President and Secretary, above, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers,

agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 10.02 Funds. All funds of the Corporation not otherwise employed shall be deposited to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select, or as may be designated by any officer or officers or agent or agents of the Corporation to whom such power may be delegated by the Board of Directors.

Section 10.03 Acceptance of Gifts. The Board of Directors or any officer or officers or agent or agents of the Corporation to whom such authority may be delegated by the Board, may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

Section 10.04 Bond. At the direction of the directors, any officer or employee of the Corporation shall be bonded. The expense of furnishing any such bond shall be paid by the Corporation.

ARTICLE XI.

SEAL

The Corporation may have a corporate seal which may be altered at pleasure; but the presence or absence of such seal on any instrument, or its addition thereto, shall not affect its character or validity or legal effect in any respect.

ARTICLE XII.

CONFLICT OF INTEREST

Section 12.01 Purpose. The purpose of this Article is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation. This policy is intended to supplement but not replace any applicable state or federal laws governing conflicts of interest applicable to nonprofit corporations.

Section 12.02 Definitions.

(a) "Interested Person" means any director, principal officer or member of a committee with board delegated powers who has a direct or indirect Financial Interest, as defined below.

(b) "Financial Interest" refers to a person who has, directly or indirectly, through business, investment or family:

- (i) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
- (ii) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

- (iii) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature. A Financial Interest is not necessarily a conflict of interest. Under Section 12.04, a person who has a Financial Interest may have a conflict of interest only if the Board of Directors or its designated committee to consider such matters decides that a conflict of interest exists.

Section 12.03 Duty to Disclose. In connection with any actual or possible conflicts of interest, an Interested Person must disclose the existence of his or her Financial Interest and all material facts to the Board of Directors.

Section 12.04 Determining Whether a Conflict of Interest Exists. After disclosure of the Financial Interest and all material facts, and after any discussion with the Interested Person, the Interested Person shall leave the meeting of the Board of Directors while the determination of a conflict of interest is discussed and voted upon. The remaining members of the Board of Directors shall decide if a conflict of interest exists.

Section 12.05 Procedures for Addressing the Conflict of Interest.

- (a) An Interested Person may make a presentation at the Board of Directors meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.
- (b) The Chairman of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- (c) After exercising due diligence, the Board of Directors shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
- (d) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board of Directors shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

Section 12.06 Violations of the Conflicts of Interest Policy.

- (a) If any director or committee member has reasonable cause to believe that an Interested Person has failed to disclose actual or possible conflicts of interest, it shall inform the Interested Person of the basis for such belief and afford the Interested Person an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the response of such Interested Person and making such further investigation as may be warranted in the circumstances, the Board of Directors determines that the Interested Person has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 12.07 Records of Proceedings. The minutes of the Board of Directors shall contain the following:

(a) the names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest, the nature of the Financial Interest, any action taken to determine whether a conflict of interest was present, and the Board of Directors' decision as to whether a conflict of interest in fact existed.

(b) the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

Section 12.08 Compensation Committees. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

Section 12.09 Statements. Each director, principal officer and member of a committee with board delegated powers shall sign a statement which affirms that such person:

(a) has received a copy of the conflicts of interest policy,

(b) has read and understands the policy,

(c) has agreed to comply with the policy, and

(d) understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 12.10 Periodic Reviews. To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted at the direction of the Board of Directors.

Section 12.11 Use of Outside Experts. In conducting the periodic reviews provided for in Section 12.10, the Corporation may, but need not, use outside advisors. If outside experts are used their use shall not relieve the Board of Directors of its responsibility for ensuring that periodic reviews are conducted.

ARTICLE XIII.
LIABILITY AND INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 13.01 Limited Liability of Directors. The liability of the directors of this corporation shall be limited in accordance with the provisions of Section 48-52-102(b)(3) of the Tennessee Nonprofit Corporation Act and the Charter of the Corporation.

Section 13.02 Indemnification of Directors and Officers. Any director or officer, or his or her executor or administrator, shall be entitled to indemnification in accordance with Sections 48-58-501 through 48-58-509 of the Tennessee Nonprofit Corporation Act and the Charter of the Corporation and this Article 13. The Corporation shall indemnify each director and each officer who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he acted in good faith and in a manner he or she reasonably believed in the case or his or her conduct in his or her official capacity with the Corporation, that his or her conduct was in the Corporation's best interest; in all other cases that his or her conduct was at least not opposed to the Corporation's best interest; and in the case of a criminal proceeding, had no reason to believe that his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 13.03 Indemnification in Actions by the Corporation. The Corporation shall indemnify each director and each officer who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such director or officer shall be adjudged to be liable to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite that adjudication of liability but in view of all the circumstances of the case, such director or officer is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 13.04 Success on Merits or Otherwise. To the extent that a person who is or was a director, officer, employee or agent of the Corporation, or of any other corporation, partnership, joint venture, trust or other enterprise with which he or she is or was serving in such capacity at

the request of the Corporation, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 13.02 and 13.03 of this Article, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 13.05 Applicable Standard. Any indemnification under Sections 13.02 and 13.03 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 13.02 and 13.03. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable but a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

Section 13.06 Non-exclusivity of Article. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which a director or officer seeking indemnification may be entitled under any statute, provision in the Charter of the Corporation, Bylaws, agreement, vote of members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 13.07 Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article.

Section 13.08 Definition. For purposes of this Article, references to “the Corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

Section 13.09 Intent; Severability. The intent of this Article XII is to permit indemnification of directors and officers of the Corporation to the fullest extent permitted by the Tennessee Nonprofit Corporation Act. If the Tennessee Nonprofit Corporation Act is amended or other Tennessee law is enacted to permit further elimination or limitation of the personal liability of directors and officers, then the liability of directors and officers of the Corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Nonprofit Corporation Act,

as so amended, or by such other Tennessee law, as so enacted. The invalidity or unenforceability of any provision in this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

ARTICLE XIV. AMENDMENT

The Charter or these Bylaws may be amended or repealed, and a new charter or new bylaws may be adopted, by the vote of a majority of the entire Board provided that at least fifteen (15) day's written notice is given of intention to alter, amend or repeal or to adopt a new charter or new bylaws at such meeting. The resulting bylaws may contain any provision for the regulation and management of business of the Corporation not inconsistent with law and the Charter. Any amendment of the Charter inconsistent with these bylaws shall operate to amend the bylaws pro tanto, and those bylaws or parts of bylaws which merely summarize or restate the provisions of the Charter or the provisions of the Tennessee Nonprofit Corporation Act or other law applicable to the Corporation shall be operative with respect to the Corporation only so far as they are descriptive of existing law and of the Charter as amended.

ARTICLE XV. BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors.

ARTICLE XVI. FISCAL YEAR

The books of the Corporation shall be on a fiscal year basis and shall begin on the 1st day of July and end on the 30th day of June of the next year.

ARTICLE XVII. DISSOLUTION

The dissolution of the Corporation shall be governed by the Charter of the Corporation.

THESE BYLAWS ARE HEREBY APPROVED BY THE BOARD OF DIRECTORS ON
November 15, 2018.

DIRECTORS:

Carolyn Chism Hardy
Carolyn Chism Hardy (Dec 10, 2018)

Carolyn Chism Hardy

Andrew R McCarroll
Andrew R McCarroll (Nov 27, 2018)

Andrew Rowan McCarroll

Daniel B. Hatzenbuehler
Daniel B. Hatzenbuehler (Dec 9, 2018)

Daniel B. Hatzenbuehler

Jai Templeton
Jai Templeton (Nov 14, 2018)

Jai Templeton

Operating Guidelines

- **Property and Equipment Policies and Procedures**
- **Travel Policies and Procedures**
- **Standards for Financial Management**
- **Procurement Policies and Procedures**
- **Personnel Policies and Procedures**

PROPERTY AND EQUIPMENT POLICIES AND PROCEDURES

INTRODUCTION

AgLaunch Initiative receives funding for sponsored projects from external sources, including significant funding from the Federal government. In addition, certain sponsors may have capital equipment requirements in the terms and conditions of the award. **AgLaunch Initiative** must. **AgLaunch Initiative** maintains effective control and safeguards all assets, regardless of cost, to assure that they are used solely for authorized purposes; to prevent loss, damage and theft; to protect against waste, fraud and abuse; and to properly classify, safeguard, and depreciate equipment.

Federal Regulations and Guidance for reference include:

- OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 (Uniform Guidance); and
- Federal Acquisition Regulations (FAR), parts 45 and 52.245.

CLASSIFICATIONS OF PROPERTY

Supplies

Definition. Supplies are all tangible personal property other than those described in Equipment. Computing Devices are considered "supplies" if acquisition cost is less than \$5,000, regardless of the length of its useful life. *Reference: 2 CFR 200.94*

Equipment

Definition. Equipment is tangible, nonexpendable, personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000 (if purchased with Federal grant funds) or \$1,000 (if not purchased with Federal grant funds). Equipment that does not meet these criteria is considered a supply and will not be tracked in **AgLaunch's** equipment inventory. *Reference: 2 CFR 200.33.*

Grantor definition controls. The definition of equipment may vary according to the granting agency and agency guidelines will be followed in each instance.

Expenditures for equipment under Federal grants. Capital expenditures for general purpose equipment are unallowable as direct charges to Federal grants, except with the *prior written approval* of the Federal awarding agency or pass-through entity. Examples include office equipment and furnishings, information technology equipment and printing equipment. *Reference: 2 CFR 200.48*

Classifications of equipment:

Grant funded, in whole or in part, with title vested in **AgLaunch**. For equipment purchased with Federal funds and AgLaunch-titled, **title to the equipment is conditional** and is subject to:

Federal use and disposition restrictions. Equipment purchased with non-Federal funds may also be subject to conditions of the sponsoring agency. *Reference: 2 CFR 200.313*

Grant funded, with title vested in the grantor. Government-titled equipment may not be disposed or removed from service without approval from the sponsoring agency. Sponsors other than the Federal government may also reserve title to equipment according to the terms and conditions of the award.

Equipment purchased with non-grant funds with title vested in AgLaunch. AgLaunch equipment is tested as part of the OMB A-133 audit and is subject to the same guidelines as sponsored equipment.

Computing Devices

Definition. Computing devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories for printing, transmitting and receiving, or storing electronic information.

Examples include:

- Computers: Including but not limited to desktop computers and laptop computers
- Accessories and electronic devices: Including but not limited to tablets, iPads, printers, external hard drives.

Computing Devices are considered "supplies" if acquisition cost is less than \$5,000, regardless of the length of its useful life.

Computing devices having a per-unit acquisition cost of more than \$5,000 must be treated as capital equipment.

Computing devices may be directly charged to a Federal project if they are essential and allocable to the project. They are not required to be dedicated solely to a specific award. Such costs must be explicitly included in the budget or have the prior written approval from the Federal sponsor. *Reference: 2 CFR 200.20 and 2 CFR 200.94*

Intangible property

Title to intangible property acquired under a Federal award or sub-award vests upon acquisition in the recipient. The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. *The Federal awarding agency(ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.* When no longer needed for the originally authorized purpose, disposition shall be made in accordance with the provisions found in 2 CFR 215.34. *Reference: 2 CFR 215.36*

ACQUISITION

Prior to purchasing equipment with grant funds, AgLaunch Initiative will obtain written approval from the granting agency in accordance with agency guidelines.

Purchases shall be made in accordance with the AgLaunch Procurement Policy and related internal procedures.

USE OF FEDERALLY FUNDED PROPERTY

Limits. Supplies and equipment must be used in the program or project for which it was acquired if needed, whether or not the project or program continues to be supported by a Federal award. When no longer needed for the original program or project, equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

- (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
- (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

Use for other projects. During the time that equipment is used on the project or program for which it was acquired, AgLaunch must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired.

First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-Federally-funded programs or projects is also permissible.

User fees. User fees should be considered if appropriate. User charges, if any, shall be based primarily on the costs of repair, maintenance and storage of the equipment. User fees will be calculated and recommended by the Grants Accountant, and determined by the Division Director with the approval of the federal program manager. User charges shall be treated as program income.

Floor on fees. Notwithstanding the encouragement in §200.307 Program Income to earn program income, **AgLaunch** must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

Trade-in or sale. When acquiring replacement equipment, **AgLaunch** may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

ANNUAL INVENTORY AND RECORDS

Identification. Upon acquisition, the **AgLaunch** Facilities Manager will issue and affix uniquely numbered identification tags to equipment, together with the funding agency information.

Annual inventory. In accordance with Federal guidelines, the **AgLaunch** will conduct a full physical inventory of all (sponsored and non-sponsored) equipment **annually, or at least every 2 years**. The **AgLaunch Equipment Inventory Form** is located at the end of this section. Equipment is physically checked to verify the existence, current utilization, location and tag numbers. The following equipment information must be recorded and verified during inventory:

- A description of the equipment.
- Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.
- Source of the equipment, including the award number.
- Whether title vests in the recipient or the Federal Government.
- Acquisition date (or date received, if the equipment was furnished by the Federal Government) and cost.
- Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to equipment furnished by the Federal Government).
- Location and condition of the equipment and the date the information was reported.
- Unit acquisition cost.
- Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a recipient compensates the Federal awarding agency for its share.

Inventory results shall be reconciled to the equipment management spreadsheet. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. **AgLaunch** shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

The AgLaunch Director of Grants and Compliance shall report the results of the inventory to the funder if required.

The AgLaunch Operating Officer shall ensure proper classification, safeguarding, and depreciation of capital equipment. Capital equipment shall be recorded on the AgLaunch equipment management spreadsheet as a capital asset and expensed to the appropriate internal accounting code.

Certain sponsors may have specific equipment requirements in the terms and conditions of the award. Each **AgLaunch** grant director shall be responsible for grant-specific procedures to ensure sponsored equipment inventory is managed and tracked according to the funder's specifications.

Reference: 2 CFR 200.313

SAFEGUARDING

Loss prevention. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented; if the equipment was owned by the grant agency/Federal Government, **AgLaunch** shall promptly notify the awarding agency.

Maintenance. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

Insurance. **AgLaunch** shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired with grant funds as provided to property owned by **AgLaunch**. Grant-titled property need not be separately insured unless required by the terms and conditions of the award document.

DISPOSITION

Definition. Disposition is the process of removing equipment from the AgLaunch inventory.

Title and permissions. Prior to disposal, the AgLaunch Director of Grants and Compliance shall be consulted to determine whether AgLaunch has title to the property and if there are any grant specific regulations and procedures required.

Supplies. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federally sponsored project or program, **AgLaunch** shall retain the supplies for use on non-Federal sponsored activities or sell them, but shall, in either case, compensate the Federal Government for its share. The amount of compensation shall be computed in the same manner as for equipment.

Equipment. When equipment acquired under a Federal award is no longer needed for the original project or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal regulations or Federal awarding agency disposition instructions, **AgLaunch** must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency. When **AgLaunch** is authorized or required to sell equipment, proper sales procedures shall be established which provide for competition to the extent practicable and result in the highest possible return. **AgLaunch** will follow established regulations for surplus equipment as determined by the grant or grantor requirements.

(2) Except as provided in 2 CFR 200.312, or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value more than \$5,000 may be retained by **AgLaunch** or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit **AgLaunch** to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) **AgLaunch** may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, **AgLaunch** must be entitled to compensation for its attributable percentage of the current fair market value of the property.

If an equipment item is on the floor, it must remain in the inventory (regardless of whether it is currently in use).

Fully depreciated assets that are still being used must remain on the inventory records.

Disposition records must be maintained by **AgLaunch** and the applicable grant department, if any, including date, disposal method (sale, transfer, etc.), and sale price.

GENERAL RESPONSIBILITIES

Division Directors

- Ensure compliance with AgLaunch policy and terms and conditions of sponsored award.
- Ensure the management, safeguarding and proper disposal of all capital equipment under their direction.
- Assist in completion of reports and physical inventories.
- Notify the Director of Grants and Compliance of any changes in condition, location, loss or damage.
- Perform and manage sub-recipient monitoring.

Director of Grants and Compliance

- Provide policy and procedural guidance.
- Oversee the purchasing process.
- Ensure annual inventory is timely conducted and reported.
- Respond to requests for reports and information from sponsors, auditors, and others.
- Submit reports to the Federal government and/or other sponsors.
- Conduct AgLaunch staff training on policies and procedures.
- Direct internal and sub-recipient audits.
- Make written requests for permission for specific actions or other modifications.
- Direct property closeout and final report submissions.

Chief Financial Officer

- Maintain capital equipment and inventory records to ensure adherence to regulatory requirements (includes equipment management spreadsheet).
- Procure equipment in accordance with AgLaunch Property and Procurement Policies and Procedures.
- Maintain a schedule of depreciation for capital equipment.
- Cover all AgLaunch equipment with master insurance policy.

Grants Accountant

- Assist Director of Grants and Compliance in AgLaunch staff trainings.
- Assist Director of Grants and Compliance in conducting internal and sub-recipient audits.
- Oversee annual inventory by the Facilities Manager

Facilities Manager

- Equipment maintenance, security, placement or relocation.

- Perform annual internal physical inventory.

Third Party/Auditor

- Review internal controls and related documentation.

Sub-recipient

- Submit equipment reports and verification as needed.
- Cooperate in audits as needed.

FORMS

Property records are maintained in grant files, inventory records, and the equipment management spreadsheet and supplemented by:

- Inventory record form
- Property disposal form
- Inventory funding record form
- Subrecipient use form/Equipment Transmittal Form
- Equipment Verification Form
- Use Tracking form

AGLAUNCH TRAVEL POLICIES AND PROCEDURES

RELATED POLICIES:

Personnel Policy Code of Conduct

GENERAL GUIDELINES

Realizing that relationships are developed and ideas are fostered by interaction, AgLaunch encourages its employees to leverage their travel and to choose conferences and meetings to maximize meeting and engaging with current and potential AgLaunch clients, sponsors, collaborators and partners.

The Board of Directors of AgLaunch Initiative recognizes that board members, officers, program partners or participants, and employees of AgLaunch ("AgLaunch travelers") will be required to travel or incur other expenses from time to time to conduct company business and to further the mission of this non-profit organization. The purpose of this Policy is to ensure that (a) sensible cost controls are in place, (b) travel and other expenditures are appropriate, and (c) to provide a uniform and consistent approach for the timely reimbursement of authorized expenses incurred by personnel. It is the policy of AgLaunch to reimburse reasonable and necessary expenses incurred by personnel and others traveling on behalf of AgLaunch.

Employees on business travel are official representatives of AgLaunch Initiative and it is expected that their public behavior will, always, project an image that is a credit to the organization.

This policy is intended to provide guidelines for AgLaunch travelers' business travel to ensure effective use of time and funds. While this policy is intended to be comprehensive, it is impossible to anticipate every situation encountered by a traveler. Consequently, you are expected to apply the guidelines in this policy on a conservative basis, and where the policy is silent to exercise good business judgment. The traveler should be aware of AgLaunch Initiative's right to review claims and should therefore maintain sufficient records to validate expenses incurred.

Because of the time and expense involved, travel should be undertaken judiciously; for example:

- Business needs
- Advantages established from face-to-face interaction
- Key relationships request
- AgLaunch presence
- Professional development

AUTHORIZATIONS AND APPROVALS

All non-local travel must be approved in advance by the individual's supervisor. All trips involving air travel or at least one overnight stay must also be approved by the appropriate Program/Division Director or AgLaunch Initiative's President/Executive Director or his/her designee. Employees will use the Non-Local Travel Request form for requesting travel. (See attached). Employees should retain a copy of the approved form and provide the original copy to the Grants Accountant or the Chief Financial Officer.

All grant funded travel, both local and non-local, must also be approved by the appropriate AgLaunch Initiative Grant Director. AgLaunch and its staff will adhere to any grant requirements regarding travel. In the absence of specific grant/funder requirements, AgLaunch Travel Policy will guide arrangements and reimbursements.

NOTE: You are strongly urged to always have the mobile phone numbers for your supervisor to keep them informed of any major travel issues.

DEFINITIONS

Allowable Cost: Any cost that meets the following criteria:

- Reasonable;
- Allocable;
- Allowable per the terms the AgLaunch Travel Policy and, for grant funded travel, per Office of Management and Budget Uniform Guidance on grant-related travel.

Local Travel: All business-related travel within 50 miles from a normal work site is considered local travel.

Non-Local Travel: All business-related travel more than 50 miles from a normal work site is considered non-local travel.

Unallowable Costs: Any cost that, under the provision of any pertinent AgLaunch policy, law, regulation, or applicable grant requirement cannot be reimbursed.

TRAVEL COSTS

Employees should seek to reasonably keep costs associated with the trip to a reasonable minimum. Employees are expected to coordinate business trips within the same locality whenever possible to reduce redundant expenses, such as car rentals.

REIMBURSEMENT

- Reimbursement for travel expenses will normally be based upon actual expenses except for meals. Meals and incidentals will be reimbursed on a per diem basis. The per diem rate used will be that is currently in effect for Federal government employees, and based on the business destination. (See www.gsa.gov for applicable per diem rates).
- Reimbursement for the use of personal automobiles will be based upon the mileage rate established by the GSA in effect at the time of the travel. (See www.gsa.gov/mileage).
- Receipts will be required for reimbursement of expenses, except per diem meal expenses. Receipts (not a credit card receipt or statement) must show the vendor's name, a description of the services provided (if not otherwise obvious), the date, and the total expenses, including tips (if applicable). Photos or photocopies of the receipt are acceptable.
- Reimbursement for miscellaneous expenses, such as tips for luggage handlers, rental of baggage carts and tips for other services, are included in the meals and incidentals per diem rate, and will not be separately reimbursed.
- All reimbursement policies will be applied consistently, according to the relevant Federal government, State government, private funder or internal AgLaunch Initiative activities.

To be reimbursed, an employee's costs for travel, mileage, etc., must be allowable. While it is difficult to spell out every individual type of reimbursable expense, the general criteria are:

- Reasonableness of the expense; and
- Business purpose (i.e., it must have been incurred about AgLaunch Initiative's business).

Acceptable expenses include, but are not limited to, lodging, air transportation, taxi fare or car rentals, mileage to and from the airport, and business related telephone calls.

Non-Local Area Business Travel: If non-local mileage is reimbursed, the following policy applies:

- AgLaunch Initiative shall reimburse employees required to travel during the performance of their jobs for reasonable costs incurred. AgLaunch encourages its employees to leverage their travel to meet and engage with current and potential AgLaunch clients, sponsors, collaborators and partners.
- When employees use their own automobiles for non-local business travel (including travel to a local airport as part of a longer trip), travel will be reimbursed at

the rate determined by the Federal GSA for Personally-Owned Vehicles (POV) (See www.gsa.gov/mileage).

When a private auto is used in lieu of a commercial airline for the convenience of the employee (with prior authorization of Program/Division Director), AgLaunch Initiative shall reimburse the employee for mileage and tolls, or the equivalent airfare, whichever is less. When private auto use has been requested for the convenience of AgLaunch Initiative, reimbursement of actual costs may exceed the equivalent airfare with approval of Program/Division Director.

Employees should also consider use of rental cars in lieu of personal cars for trips more than 150 miles.

EXPENSE REPORT

Submission Requirements: An Expense Report must be submitted according to Division procedures or at least within ten (10) workdays after the completion of the travel. Only allowable expenses may be reimbursed on an expense report. All required receipts for reimbursed expenses and a copy of the travel authorization form must be attached to the expense report. Both the traveler and the supervisor must sign the expense report.

Receipt Requirements: Employees are required to attach receipts for all non-per diem related expenditures, regardless of dollar value. Receipts for lodging, car rental, and airline ticket must be attached even if they are for amounts less than \$25.00. If the corporate credit card is used to pay for travel-related expenses in accordance with AgLaunch Initiative's Guidelines, receipts for authorized credit card purchases will be submitted with the monthly itemized credit card statement.

Reimbursement Timing: Employee reimbursements for travel expenses will be made within three (3) weeks of expense report submission. This will minimize any cash exposure to employees to support their travel costs.

Employees should submit travel expenses within thirty (30) days of completion of travel. If travel expenses are submitted beyond thirty (30) days of completion of travel, employee travel will require a renewed approval of the employee's supervisor.

TRAVEL ADVANCES

- Those individuals authorized to approve the official travel will approve travel advances on a case-by-case basis.

- Employees receiving travel advances will be required to repay any funds that are more than actual expenses. Repayment will be made within 10 workdays after being notified of the overpayment.
- If the employee fails to repay excess travel funds with the above time limit, recoupment will be made from the employee's pay.

AIR TRAVEL

Because air travel represents a significant portion of AgLaunch Initiative's overall travel expense, the following guidelines have been developed to help minimize travel costs.

Airfare Purchase: All airline reservations and ticket purchases will be made by using the traveler's personal credit card/funds or AgLaunch Initiative's credit card, unless another form of payment has been authorized.

Airfare Change Fees: Non-refundable tickets are preferred for the ticketed flight. In the event the traveler's itinerary changes prior to departure and a change fee is charged, the fee will be reimbursed.

Many airlines charge a fee for same day changes due to the travelers wanting to leave earlier or later than the scheduled flight. AgLaunch Initiative will not reimburse a change fee when the change is for the convenience of the traveler. Change fees will only be reimbursed with authorization that the change was required to benefit AgLaunch Initiative.

Advance Purchases: Flights should be booked as far in advance as possible to obtain advance purchase prices on tickets. Most airlines have increased fares when booking airfare less than 14 days prior to departure. Employees may be reimbursed for airfare purchased with personal credit card/funds prior to travel by submitting a Request for Reimbursement with a copy of the payment document and completed authorization form.

Airport Parking: Employees are encouraged to economize on airport parking where practicable. Cost saving measures should include parking in longer-term or satellite parking lots for trips of short to intermediate length and finding alternate means of transportation (taxis, shuttles, etc.) to the airport for longer trips. All parking expenditures should be itemized on the expense report.

Choice of Airline: When making reservations, employees should accept the most sensible and cost-effective fare in the market place, based on arrival and departure airport, arrival and departure timing, weather risks, etc.

Departure/Arrival Times: For purposes of obtaining the best fare possible, the traveler should be as flexible as possible regarding flight times. Every attempt should be made to take advantage of reduced rates.

Class of Service: Coach class (or lowest available airfare) should be used by all employees. Business and First Class fares are normally not authorized, but may be upon approval by the Executive Director or designee thereof.

Unused Tickets: Unused non-refundable tickets are to be applied to future tickets. These are considered AgLaunch tickets and must be used for AgLaunch business purposes. Be especially careful of non-refundable and penalty tickets, and remember that although tickets may be "non-refundable", they are re-useable and can be exchanged for a ticket on your next trip with the same carrier. Employees are reminded of their responsibility to reschedule non-refundable tickets in order not to lose the value of the scheduled airfare when a trip is canceled.

Frequent Flyer Credits: The receipt of frequent flyer credits is a personal benefit to the AgLaunch traveler. The decision to use credits for upgrades may be considered, at the discretion of the AgLaunch traveler, if it results in lower expense to AgLaunch. AgLaunch will not reimburse for any Frequent flyer miles, credits or other benefits. Employees may use personal credits to upgrade travel tickets without approval. The source of the upgrade must be identified on the expense report, (i.e., frequent flyer, free per airline, etc.).

GROUND TRANSPORTATION

Taxis, Courtesy Vans: Wherever possible, employees are encouraged to rely on taxis, metro/subways, or hotel courtesy vans for transportation to and from airports. For transportation between locations, travelers should weigh the expense of using taxicabs or metro/subways against the cost of renting a car and choose the most economical method of transportation. Fares or other charges over \$25.00 must be evidenced by receipts, although submitting receipts for claims of lesser amounts is encouraged.

Rental Cars: When selecting rental vehicles, travelers will select the most reasonable cost rental vehicles that meet travel requirements. Employees should obtain a receipt for reimbursement of gas purchases. It is acceptable to receive free upgrades from car rental agencies when offered to compensate for unavailability of reserved model. Other amenities- such as enhanced electronic access or tools, special car designs, etc. will only be considered for reimbursement on a case-by- case basis. Employees traveling to the same destination should share a rental car whenever possible to minimize expenses.

PERSONAL VEHICLES

AgLaunch Initiative will reimburse employees who are authorized to use their personal vehicles on official travel at the rate specified. This allowance is meant to help cover the operating costs of the vehicle.

Employees traveling from their home to a location other than their normal place of business will be reimbursed only for mileage more than the miles they normally commute to work. Employees will not be reimbursed for mileage commuting to their normal work location, even on weekends.

Insurance During Use of Personal Vehicle: AgLaunch Initiative will not compensate the employee using his/her own vehicle for any physical automobile damage or for any amount which may be deductible from the employee's collision insurance coverage. The provisions of the employee's automobile insurance coverage will apply.

Mileage Reimbursement Rates: The mileage reimbursement rate for personal vehicles used while on business is in accordance with GSA guidelines. This allowance is reimbursement for automobile operating expenses including gas, oil, maintenance, repairs, and adequate insurance coverage. Tolls and parking expenses are separately reimbursed at the actual rate. Traffic and parking violations are not reimbursed.

ENTERTAINMENT AND BUSINESS MEETINGS

Expenses incurred for business meetings or other types of business-related entertainment will be reimbursed only if the activity is related to a legitimate business purpose of AgLaunch Initiative. Detailed documentation for any such expense must be provided including:

- Date and place of entertainment.
- Nature of expense.
- Names, titles, and affiliations of those entertained.
- A description of the business purpose for the activity.
- Vendor receipts (not credit card receipts or statements) showing the vendor's name, a description of the services provided, the date, and the total expenses, including tips (if applicable).

MISCELLANEOUS

Parking/ Tolls: Tolls and parking charges will also be reimbursed (for both personal and rented vehicles). Employees are responsible for all other expenses incurred while driving their personal vehicles, including the required insurance coverage, gas, moving traffic violations and parking tickets.

Prepaid Meals: Prepaid meals are those that are provided at no cost to the employee or meals provided in the cost of a registration fee. Travelers are expected to indicate on the expense report if a prepaid meal applies.

Telephone, Fax, Telegram, Internet, Expenses: Reasonable charges for communications made for business purposes will be reimbursed. Receipts for those charges must be attached unless included on the hotel statement.

Tips: Tips for baggage handling are included in the per diem/incidental expense rate described above, and not separately reimbursed. (See www.GSA.gov M&IE breakdown)

Registration Fees: Reasonable fees are allowable.

Secretarial / Postal Charges: Emergency secretarial work and / or postal charges incurred are reimbursable for work required on behalf of AgLaunch.

Laundry: Personal laundry and cleaning and pressing of clothing will not be reimbursed.

ACCIDENT REPORTING

For the protection of the individual and the organization, an employee involved in an automobile accident (occurring in a rented or personal vehicle) while on AgLaunch Initiative business must do the following:

- Answer questions of law enforcement representatives, cooperating fully, giving factual – not speculative – information.
- Notify supervisor and Program/Division Director.
- Notify AgLaunch Initiative by contacting Pete Nelson, 88 Union Avenue, Floor 6, Memphis, TN 38103.

STANDARDS FOR FINANCIAL MANAGEMENT

INTERNAL CONTROLS

AgLaunch Initiative will maintain effective control over and accountability for all funds, property, and assets. **AgLaunch Initiative** will adequately safeguard all such assets and assure that they are used solely for authorized purposes. The accountability will be obtained by using a cost accounting system that properly traces all transactions. All property will be accounted for by using the **AgLaunch Initiative** property system.

AgLaunch Initiative has established accounting procedures including procedures for handling petty cash, check-signing authority, and ensuring that funds are available before any transaction is made.

ACCOUNTING RECORDS AND SOURCE DOCUMENTATION

Accounting records must adequately identify the source and application of funds, and must contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, program income and interest. The accounting records must be supported by source documentation such as cancelled checks, invoices, payroll sheets supported by time and attendance records, and contract and subgrant award documents as applicable. All accounting records relating to grant transactions must be retained for seven (7) years from the date the final expenditure report is submitted.

At a minimum, the **AgLaunch Initiative** accounting system will be able to provide financial and performance-reporting data, associate expenditures with specific funding sources, and provide a clear audit trail.

The **AgLaunch Initiative** accounting system will provide reasonable assurance that transactions are properly recorded and accounted for; transactions are executed in compliance with all laws and regulations and funds; property, and other assets are safeguarded against loss from unauthorized use or disposition.

BUDGET CONTROL

The **AgLaunch Initiative** financial management system allows for the comparison of outlays with budget amounts for each activity. The **AgLaunch Accountant** is responsible for tracking grant expenditures against budgets and performance data. The **AgLaunch Accountant** shall be also able to determine and report performance and unit cost measures as necessary.

CASH MANAGEMENT

AgLaunch Initiative has written procedures to minimize the time elapsing between the transfer of funds to the recipient from the U.S. Treasury and other funding sources and disbursement for program purposes. **AgLaunch Initiative** has mechanisms in place to track advanced funds, authorize the appropriate person to process requests for draw-down/reimbursement, unless otherwise provided by funding source. Typically, any Federal funds drawn in advance will be expended within 3-5 business days. Any advances of Federal funds will be maintained in interest bearing accounts.

WRITTEN PROCEDURES TO DETERMINE REASONABLENESS AND ALLOWABILITY

AgLaunch Initiative has written procedures for determining the allowability, reasonableness, and allocability, of costs.

PROGRAM INCOME

Program income means gross income earned by **AgLaunch Initiative** that is directly generated by a supported activity or earned as a result of an award. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under grant-funded projects, the sale of commodities or items fabricated under an award, licenses, fees and royalties on patents and copyrights.

Program income earned during the project period shall be retained by **AgLaunch Initiative** and used in accordance with the awarding agency regulations, or the terms and conditions of the award.

DOCUMENTING COST SHARING OR MATCHING

Cost sharing or matching is that portion of project or program costs not borne by the funding agency. All contributions, including cash and third party in-kind, shall be accepted as part of **AgLaunch Initiative's** cost sharing or matching in accordance with funding agency guidelines.

FINANCIAL REPORTING

AgLaunch Initiative shall conduct an audit in compliance with OMB Circular A-133 whenever **AgLaunch Initiative** expends \$750,000.00 or more in Federal funds during the fiscal year.

AgLaunch Initiative will provide all financial reports as required by the funding agency in accordance with the terms and conditions of the award. **AgLaunch Initiative** also will provide a schedule of expenditures for Federal awards required by the Audit Circular A-133. This report must reflect the total expenditures for each Federal program, identified by the Code of Federal Domestic Assistance (CFDA) number. **AgLaunch Initiative** shall also identify the total amount provided to subrecipients for each Federal program. In the event any budget deviations occur within Federal grant award budgets, **AgLaunch Initiative** will promptly report these to the appropriate Federal representative. **AgLaunch Initiative** will comply with specific Federal agency guidelines for prior approval of budget modifications.

CHECK SIGNING AUTHORITY

AgLaunch Initiative's check signing authority is confirmed through its bank resolutions. AgLaunch checks must be signed by the President & Executive Director and/or the Operating Officer.

PROCEDURES ON DRAW-DOWN OF FEDERAL FUNDS

AgLaunch Initiative pays on a reimbursement basis only. Grants draws will be made at least quarterly or more frequently if necessary. **AgLaunch Initiative** pays all of its vendors and subcontractors promptly and typically issues payments from AgLaunch reserves in advance of drawn-downs. This assists in ensuring that excess funds are not requested.

GENERAL PRINCIPLES FOR DETERMINING ALLOWABILITY, REASONABLENESS AND ALLOCABILITY

ALLOWABLE COSTS

Factors affecting allowability of costs. To be allowable, costs must meet the following general criteria:

- Be reasonable for the performance of the specified function and be allocable thereto.
- Conform to any limitations or exclusions set forth in these principles as to types or amount of cost items.
- Be consistent with policies and procedures.
- Be accorded consistent treatment.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.

CONSULTANT COSTS

Consultant costs funded in Federal grant awards shall not exceed the maximums allowable by the funding agency.

REASONABLE COSTS

A cost is reasonable if, in its nature of amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of its activities.

- The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, Federal and State laws and regulations, and terms and conditions of the award.
- Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government.
- Significant deviations from the established practices of the organization, which may unjustifiably increase the award costs.

ALLOCABLE COSTS

A cost is allocable to a particular cost objective, such as a grant, contract, project, service, or other activity, in accordance with the relative benefits received. A cost is allocable if it is treated consistently with other costs incurred for the same purpose in like circumstances and if it:

- Is incurred specifically for the activity; or
- Benefits both the activity and other work and can be distributed in reasonable proportion to the benefits received; or
- Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

COST MATCHING AND LEVERAGED RESOURCES

Cost matching and leveraged resources are specific resources provided to a project to enhance it. When a project is funded and cost matching or leveraged resources are required or committed to leverage funds for a project, **AgLaunch Initiative** is accountable for the cost-share or match. The basic difference between cost matching and leveraged resources is that the account of leveraged resources is negotiation; match is set by law or regulations and must be met. Most matching requirements are found in the large entitlement or formula grants to states, however, some Federal agencies use the terms interchangeably. Cost matching or leveraged resources may refer to cash or in-kind.

Cash consists of actual cash funds set aside and dedicated to the project.

In-kind is something of value, other than cash. These items come from another budget but are committed to the goals of the project for which you are applying for funds. Examples include salaries (personnel), space, equipment, supplies, copies, telephone, other expenses dedicated to the project, and volunteer time in some projects.

Examples of Cost Match Requirements

A 1-to-1 cost match, also referred to as 50/50, is specific. For each dollar **AgLaunch Initiative** receives, one dollar of in-kind or cash must be provided.

A 25% cost match can mean one of two things:

- It can mean that 25% of the total project budget in cost match must be provided. For example, if the total budget is \$60,000 **AgLaunch Initiative** can request \$45,000 and must provide \$15,000 in cash or in-kind.

OR

- It can mean that **AgLaunch Initiative** must cost match 25% of the funds requested. For example, **AgLaunch Initiative** requests \$45,000 and provides \$11,250 in cash or in-kind.

Cost match/leveraged resources should be provided only when it is required. In some cases, a cost match/leveraged resource requirement is specified; in other cases, it may be necessary to commit cost match/leveraged resources to develop a competitive proposal. Volunteering cost match/leveraged resources that is not required can reduce flexibility and result in resources being dedicated to projects where they are not needed.

If secretarial and support staff, telephones, copies and space are all part of the Federal indirect cost rate (ICR) calculation, they cannot be used for in-kind cost match/leveraged resources for Federal grants.

The standard rule is that Federal funds cannot normally be used as cost matching to leverage additional Federal funds.

Indirect costs, in some cases, can be used as match for proposals when the guidelines place a limit of indirect cost recovery. If the unrecovered portion of the indirect cost rate is used as cost share/match, however, its individual components (space, secretarial, etc.) cannot be used.

How to Calculate Cost Match / Leveraged Resources

• Salaries (Personnel)

Cost matching/leveraged resources is usually calculated as a percentage of a person's time. This calculation is written in a full time equivalency (FTE).

- Example:
 - June is paid \$40,000 per year for a 40 hour per week position.
 - June will provide a 25% (.25 FTE) cost match/leveraged resource for the program (equivalent to a \$10,000 match in salary).
 - If the source of the benefits is not Federal, benefits can count as cost sharing/matching. If the benefit rate is 30%, \$3,000 could count in benefits as cost matching/leveraged resources.

• Space

Office space can be allocated by first dividing office space by dedicated space and public space. However, if there is an ICR and depreciation or use is included, it may not be used as cost matching/leveraged resources.

Dedicated space is dedicated to a specific person. Public space is walkways, conference rooms, waiting areas, etc, which cannot be identified with a specific person.

Once the dedicated and public space is measured, the actual square footage of an individual's office onto a percentage of the dedicated space can be converted. This percentage is then used to allocate the part of the public space, which is allocated to the person. When the square footage of the dedicated and the public space attributed to the staff member is known, multiply

the square feet times the cost per square foot. Then multiply this figure by the percent time the person is contributing to the project. This is the amount that can be claimed as match.

A community meeting site can be used as cost share/match for some projects. Document the contribution by using the hourly, half-day or daily rate typically charged for the space. If the space does not have rate structures set up, survey other like spaces in the community and use an average rate. Keep the documentation of how the space calculations were arrived.

- **Equipment/Copies/Office Supplies**

The preferred way of tracking these charges is to track equipment, copy and office supply costs by project. Take the total bill for copies (including the maintenance agreement, paper toner, fuser, etc.) and divide by the number of FTEs in the office. Contribute the cost match/leveraged resource based on the percent of FTEs assigned to the project. Divide office supplies in the same manner unless they are specifically charged to the project.

- Example:

- Total bill for the copies is \$7,300.
- 3.6 FTEs working in the office.
- The amount attributable to each 1.0 FTE is \$2,027.
- If the staff member is contributing .25 FTE to the project, multiply .25 x \$2,027 to obtain the match amount.

Costs for equipment, copies, and office supplies cannot be used if they are part of ICR.

- **Telephone**

Telephone costs for local service can be allocated by FTE.

- Total the number of FTEs of the staff members working in the office. (Not the total number of staff, but the total number of FTEs).
- Divide the telephone bill by the number of FTEs.
- Based on the percentage of FTEs contributed to the program, add the appropriate percentage of the staff members' phone charges as cost match/leveraged resources for the project.

If phones are installed and dedicated for use in a specific project, count the total cost of the phone as match.

If local phone service is part of ICR and cannot be used as match.

- **Volunteers**

Volunteer time can be calculated at their current rate of pay or at a set rate per hour, plus reasonable fringe benefits. Some awards may provide grant guidelines regarding volunteer time.

DOCUMENTING COST MATCHING/LEVERAGED RESOURCES

Cost matching/leveraged resources must be documented in writing. The documentation should contain:

- A short description of the cost match/leveraged resource contributed; and
- The dollar amount of the cost match/leveraged resource; and
- The time period when contributed; and
- A signature of a person who is authorized to contribute the cost match/leveraged resource.

The **Grants Accountant** or the person authorized to administer the budget shall verify match after receiving the budget and documentation from the **Project Manager**.

- **How to Document Salaries (Personnel) Costs**

- Document cost match/leveraged resources through certification based upon activity reports; and
- The **AgLaunch Accountant** will verify at the end of the reporting period that the contribution of effort was actually made.

- **How to Document Volunteers Costs**

- Document volunteer time by having volunteers keep the same information as maintained by **AgLaunch Initiative** for employees.

- **How to Document Equipment / Tangible Goods**

- Document cost match/leveraged resources value through certification based upon reports, invoices, etc.; and

The **Operating Officer** will verify at the end of the project that the contribution of equipment / tangible goods was actually made.

PROCUREMENT POLICIES AND PROCEDURES

BASIC POLICIES

All procurements made by **AgLaunch Initiative** involving the expenditure of funds will be made in accordance with the following standards:

- Procurement transactions, regardless of method or dollar value, will maximize open and free competition. **AgLaunch Initiative** shall not engage in procurement practices which may be considered restrictive in trade.
- Purchases over \$2,499 will be reviewed by the **Operating Officer** or designee to prevent duplication and to ensure that costs are reasonable.
- All contracts will be reviewed and signed by either the **Operating Officer** and the **Executive Director**.
- Purchases of unnecessary items will be avoided.
- Where appropriate, an analysis will be made of lease and purchase alternatives to determine which would be the most economical and practical.
- **AgLaunch Initiative** will proactively seek to support minority businesses, women's business enterprises, and labor surplus area firms by regularly updating its list of potential bidders and will at the least take all necessary affirmative steps, including those listed in 2 CFR 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Solicitations will include, where practical and economically feasible, the preference for products and services that conserve natural resources, protect the environment, and are energy efficient.

Compliance with Federal, State and Local Grant Award Conditions

AgLaunch Initiative will comply with all additional administrative requirements as stipulated in the notice of grant award. This includes compliance with any grant award conditions that no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement; the "Excluded Parties List System" at <http://www.epls.gov> shall be checked prior to contract award. All grant-funded contracts, including small purchases, shall include applicable procurement provisions as identified in Appendix A at the end of this policy statement.

AgLaunch will allow pre-award review by grantors for awards greater than \$100,000 that are:

- Sole source,
- Specify brand names, or
- Are awarded to other than the low bidder.

Methods

Procurements shall be made by one of the following methods: (a) Small Purchases (e.g., office supplies), (b) Office Equipment, (c) Operational Contracts, (d) non-competitive negotiation.

Small or Simplified Purchases

Purchases with a unit cost (or office supplies aggregate cost) of between \$2,500 and \$25,000 require three over-the-telephone quotations of rate, price, etc., but no legal advisement is required. A memorandum will be prepared setting forth the date the calls were made, parties were contacted, and prices obtained. For purchases of less than

Appendix A

**AGLAUNCH INITIATIVE
PROCUREMENT
PROVISIONS**

All Contracts/No Monetary Threshold	
Equal Employment Opportunity	All Contracts
Affirmative steps to solicit participation of minority owned, female owned and small businesses, and labor surplus area firms, in accordance with 2 CFR 200.321	All Contracts
Non-award to Debarred/Suspended Contractors	All Contracts; Contracts in excess of \$100,000 must provide certification
Rights to Inventions	Contracts for experimental, developmental, or research work (requires compliance with 37 CFR 401 and agency implementing regulations)
Davis-Bacon Act	As required by federal program legislation, all construction Contracts in excess of \$2,000; waivers provided for volunteer services under some statutes
Clean Air Act, Clean Water Act, and Federal Water Pollution Control Act	Compliance with Clean Air Act and Federal Water Pollution Control Act
Lobbying Restrictions	As required by federal program legislation
Contract Work Hours and Safety Standards Act	Construction Contracts and other Contracts that employ mechanics or laborers
Copeland "Anti-Kickback" Act	All Contracts for construction or repair
Contracts in Excess of \$100,000	
Violation/Breach of Contract	Contracts in excess of simplified acquisition threshold
Termination	Contracts in excess of simplified acquisition threshold
Access to Records	Contracts in excess of simplified acquisition threshold
Bonding	Construction contracts

PART I: STATEMENT OF PURPOSE*

AgLaunch Initiative recognizes that a personnel system designed to recruit and retain a competent, productive work force is essential to effective and efficient operations. These policies and procedures have been developed in order to achieve optimum efficiency, economy, and equity in the pursuit of **AgLaunch Initiative's** goals and objectives, and the utilization of its human resources.

The policies and procedures have been developed in compliance with current Federal and state labor laws and applicable court decisions; in no instance shall these policies and procedures supersede Federal legislation or the Tennessee Revised Statutes. **AgLaunch Initiative** will comply with any additional personnel policy requirements specified by specific grant funding agencies.

A. Scope of Coverage:

1. The following are explicitly exempted from coverage unless otherwise specified:
 - a. All members of the Board;
 - b. Consultants, advisors, and counsel rendering temporary services;
 - c. Independent contractors; and
 - d. Employees occupying part-time or temporary positions.
2. All employees not explicitly exempted from coverage of these personnel policies and procedures shall be subject to its provisions unless indicated otherwise in the contents of these policies and procedures.
3. Individual sections of these personnel policies and procedures may apply to personnel defined in subsection A.1. provided the provision is specifically stated in the section.

B. Statement of Equal Opportunity:

AgLaunch Initiative (AgLaunch) seeks to provide equal opportunity to all of its employees and applicants for employment and to prohibit discrimination based on race, color, sex, religion, national origin, political affiliation, physical or mental disability, age, or marital status. **AgLaunch** promotes equal opportunity in matters of hiring, promotion, transfer, compensation, benefits, and all other terms, privileges, and conditions of employment actively pursuing an affirmative action program.

Employees and applicants are encouraged to discuss any complaints or perceived unlawful discrimination or retaliation with their immediate supervisor or hiring authority. If such discussion produces no satisfactory result, or if the individual perceives such

* Disclaimer: Information included in these personnel policies and procedures is not intended to represent a contract between an employee and **AgLaunch Initiative**, and may be changed without notice. The term "established position" indicates the position(s) in each class created by **AgLaunch**. The classes(es) and/or number of positions in each may be changed without notice, and employee(s) occupying the position(s) may be affected by such changes.

discussion would be fruitless or harmful, AgLaunch Initiative provides a Discrimination Complaint procedure found in Appendix A.

C. Administrative Responsibility:

1. The personnel policies and procedures shall be administered by the Operating Officer who shall serve as Human Resources Director. All references to Human Resources Director throughout this document shall mean the Operating Officer, who shall have the authority to either delegate or carry out the duties and responsibilities required within this document, including the implementation and administration of these personnel policies and procedures.
2. All personnel decisions are subject to final review and approval by the **Executive Director**.

In addition to the duties set forth in these policies and procedures, the Operating Officer or the **Controller** shall:

- a. Insure that current records of all employees are maintained in accordance with Federal and state laws, including:
 - 1) Employee's name and permanent address;
 - 2) Position title;
 - 3) Salary;
 - 4) Completed Employment Application form;
 - 5) Copy of educational or training transcripts, certificates, licenses, etc.; as required by job description; and
 - 6) Such additional information as may be required.
- b. Insure that all changes in the status of employees are recorded in the personnel files.
- c. Insure that all employees receive a copy of these personnel policies and procedures.
- d. Insure that subsequent amendments or additions made in these policies and procedures are incorporated herein as follows:
 - 1) Immediately upon official amendment or addition, the change or changes shall be written in a manner and format consistent with these policies and procedures;
 - 2) The effective date of the change shall be noted after the word "changed" in the lower right-hand corner of each page or addition; and
 - 3) A memorandum/e-mail explaining the change with the change or addition attached shall be distributed to all personnel.

PART II: EMPLOYMENT PROCEDURES

A. Procedures for Filing Vacancies:

The procedures for filing vacancies follow:

1. Placement Policy:*

- a. Vacancies may be filled from within the organization or by persons from outside.
- b. Appointment to an established position shall be made only after the Executive Director has determined that the person being considered meets all qualifications and budget prescribed for the position in which the appointment will be made.
- c. This policy shall apply to current employees who apply for a vacant position as well as new applicants for employment.

2. Announcement of Vacant Positions:

- d. When a vacancy occurs, employees may be notified of the vacancy by posting a written notice. The notice shall include position title, summary of duties, qualifications, and the time limit for applying. Employees who wish to apply for the position must present a completed Employment Application Form and/or resume to the supervisor, thus indicating interest in the vacant position.
- e. When announcements of vacant position(s) are made outside the organization:
 - 1) The vacant position may be listed online with the Tennessee Department of Labor and Workforce Services.
 - 2) If the vacant position is advertised, announcements may be made in a newspaper of general circulation in the labor market area, web sites, or other electronic notification networks. All announcements shall include such information as where to apply, summary of duties and responsibilities, and position qualifications. All announcements of vacant position(s) shall contain the following statement: "An Equal Opportunity Employer."

3. Application for Position:

- a. Employment Application Forms or resumes completed by applicants shall include information about the applicant's education, training and experience and such additional information as required to effectively evaluate the applicant's ability to perform the duties required by the position.

4. Certification of Eligibility for Position:

- a. In order to be considered eligible for the vacant position, candidates must meet the necessary and desirable requirements of the position, including, but not limited to, knowledge, skills, abilities, education, and training. Applicants may be required to submit proof of education, training, and other documentation as deemed necessary.

* In the event of a vacancy in the **Executive Director** classification, the Board shall perform all duties as indicated by the **Executive Director** for all other classes.

- b. The qualifications of an applicant for a position shall be ascertained on the basis of the following:

Required elements:

- 1) Information the applicant supplies on the official Employment Application Form or resume;
- 2) Personal interview; and
- 3) Background investigations – (Note: the scope of required background investigations will vary according to the job descriptions. Background investigations will take place following a formal offer of employment).

Optional elements:

- 4) Job-related written, performance or other tests or examinations, or any combination which may be required by **AgLaunch Initiative** (including substance abuse);
- 5) Information and evaluations supplied by references given by the applicant;
- 6) Other appropriate information as determined.

B. Employment of Relatives:

The employment of relatives within the organization is not prohibited so long as neither of the related parties is employed in a supervisory role in which the progress, performance, or welfare of the other might be directly affected.

1. An employee may not be promoted into a position that could directly influence the progress, performance, or welfare of a relative.
2. For the purpose of this section, relative is defined as spouse, child, parent, brother, sister, and immediate in-law (same relation to spouse as indicated for employee).

C. Orientation of Newly Employed Personnel:

1. An orientation will be made available to all new employees as soon as possible after the first day of employment by the **Controller** or designee.
2. The orientation shall consist of at least the following:
 - a. Explanation of management policies and administrative procedures;
 - b. Compensation plan and pay schedule;
 - c. Employee benefits;
 - d. Other elements deemed appropriate; and
 - e. Distribution of employee handbook/

D. Employee Handbook

1. The Chief Operating Officer shall insure that a copy of the Personnel Policies & Procedures is prepared and distributed to all employees.

PART III: CONDITIONS OF EMPLOYMENT

A. At-Will Employment:

AgLaunch Initiative has an at-will employment policy, which means that the term of employment

is for no definite period and may be terminated by the employee or by AgLaunch at any time and for any reason, with or without cause or advance notice.

B. Probation:

1. All personnel shall be on probationary status for a period of three months. Personnel who previously provided services as consultants in a similar capacity to the role that they accept as an employee shall not serve a probationary period.
2. Any current employee who enters a new position for any reason may serve a three-month probationary period in the new position; if the employee is unable to perform the duties in the new position, the employee may, without right of appeal, be reinstated to the employee's former position, be placed in another vacant position, or be separated from employment with **AgLaunch Initiative**.
3. An employee may be dismissed without right of appeal during a probationary period, unless otherwise provided by law.

C. Disciplinary Action:

The policy of **AgLaunch Initiative** is to be fair and consistent in the administration of the personnel system. When problems arise, emphasis is on improvement and/or correction rather than punishment. However, willful, continued, or inexcusable breaches of rules and regulations must be dealt with firmly under a uniform policy of progressive discipline.

Subject to the review of the **Executive Director**, the **immediate supervisor** may dismiss an employee when an offense is repeated, or misconduct is serious enough for discharge on the first offense.

D. Layoff:

1. The **Executive Director** may lay off any employee or employees because of lack of work or funds.
2. The order of layoff shall be determined by the needs of **AgLaunch Initiative**.
3. At least one week before the effective date of the layoff of an employee, the **Executive Director or designee** shall notify the employee of the layoff in writing. The notice shall explain the reason for the layoff, and the duration of the layoff (if known); a copy of the notice shall be placed in the employee's personnel folder.
4. An employee who has given satisfactory service, and is laid off, shall be eligible for reemployment or continued employment in another position (including a lower position), provided the employee meets the qualifications for the position and that the position is vacant. In the event that an employee accepts a lower position in lieu of layoff, the employee's pay shall not exceed the maximum pay range for the lower position.

E. Reemployment:

1. **AgLaunch Initiative** may reemploy any former employee; however, applicants who were formerly employed by **AgLaunch** will not have any preferential treatment over other applicants.

F. Sexual Harassment:

1. In compliance with Title VII of the Civil Rights Act of 1964, as amended, and pursuant to the guidelines on sex discrimination issued by the Equal Employment Opportunity Commission, **AgLaunch Initiative** does not tolerate sexual harassment (defined as unwelcome sexual advances, requests for sexual favor, sexual remark or conduct that affects job or promotion decisions, interferes with work performance, or creates a hostile, offensive, or intimidating atmosphere).
2. Employees who believe they have been subjected to sexual harassment by another employee should immediately inform the **Operating Officer** who serves as the **Equal Opportunity Officer**. In the event the **Equal Opportunity Officer** is accused, the employee may inform the **Executive Director**. An investigation will be conducted promptly and confidentially by the **Equal Opportunity Officer** or by the **Executive Director** (or designee). An employee found guilty of sexual harassment against another employee will be subject to appropriate disciplinary action, depending upon the circumstances involved.

G. Drug-Free Workplace Policy:

1. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited within the workplace of **AgLaunch Initiative** and/or while on official duty.
2. Employees found to be abusing drugs, but not convicted of any drug statute violation, will be subject to appropriate personnel action against such an employee up to and including termination or be required to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes. The employer is not required to pay for this rehabilitation.
3. Each employee is required as a condition of employment to abide by the terms of item (G1) above and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
4. **AgLaunch** shall notify any necessary granting agencies within ten (10) days after receiving notice of a conviction under item number (G3) from an employee or otherwise receiving actual notice of such conviction.
5. **AgLaunch** shall, within 30 days after receiving notice from an employee of a conviction pursuant to item (G3) or (G4), take appropriate personnel action against such employee up to and including termination.
6. **AgLaunch** also will make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy.

H. E-Mail and Internet Policy:

1. The e-mail and Internet systems are to be used for business purposes only and not for an employee's personal interest or personal business.
2. Employees are prohibited from using e-mail, the Internet, or other parts of **AgLaunch Initiative's** system to directly or indirectly participate in any political campaign on behalf of (or in opposition to) any candidate for elective public office.
3. Offensive or vulgar e-mail messages, such as messages that contain sexual or racial comments, are strictly prohibited in conformity with the existing policies against harassment and discrimination.

4. Employees may not attempt to use a password to gain access to co-workers' e-mail or computer files without prior authorization.
5. Employees are prohibited from using e-mail, the Internet, or other parts of the AgLaunch's system to transmit confidential or privilege information outside the organization without prior written approval.
6. The employer owns the e-mail system and the information transmitted and stored within. Employees have no expectation of privacy or confidentiality in any of their e-mails. Employee e-mail may be monitored from time to time and is subject to inspection at any time.
7. Violation of this policy will result in disciplinary action, up to and including termination from employment.

PART IV: CLASSIFICATION & COMPENSATION PLAN

A. Categories of Employment

1. All employees shall be classified full-time, part-time, temporary or seasonal, or assigned; definitions of each follow:
 - a. Full-time salaried employee (exempt): An employee who works 40 hours or more per week on a regularly scheduled basis;
 - b. Full-time hourly employee (non-exempt): An employee who works 30 – 40 hours per week, but on a regularly scheduled basis and completes a weekly timesheet.
 - c. Part-time employee (exempt and non-exempt): An employee who works less than 30 hours per week, but on a regularly scheduled basis;
 - d. Temporary or seasonal employee: An employee who works in a position which is of a temporary nature; and
 - e. Assigned employee: An employee made available to AgLaunch Initiative by another agency.
2. Full-time salaried employees shall be entitled to all benefits provided by AgLaunch.
3. Full-time hourly employees shall be entitled to all benefits provided by AgLaunch with Holiday and Annual Leave prorated based on hours worked based on a 40-hour work-week. Holiday pay shall be prorated based on the hours worked during the previous 30 days. Annual Leave paid shall be prorated based on the hours worked during the previous 90 days
4. Part-time, temporary or seasonal, and assigned employees will not receive holiday or paid leave and only shall be entitled to benefits as follows:
 - a. Benefits required by state or Federal governments;
 - b. Benefits required by contracts with specific benefit plans; and
 - c. Benefits as recommended by the Executive Director and approved by the Board of Directors.

B. Hours of Work:

1. Each full-time employee is expected to dedicate the requisite hours required in order to timely and properly complete the assignments to which they are assigned or leading. The general office hours for AgLaunch Initiative are Monday through Friday, 8:00 a.m. – 5:00 p.m. inclusive of one-hour for lunch, however AgLaunch acknowledges that the duties of individual employees may require flexibility in timing and location of performance of those duties.

C. Overtime:

1. In order to determine whether a non-exempt hourly employee will receive overtime pay for hours worked in excess of 40 hours per week, each class shall be declared "exempt" or "non-exempt" in accordance with the provisions of Federal and state wage and hour laws; the designation shall be placed on each class specification. Employees in exempt classes shall not receive overtime pay; employees in non-exempt classes shall receive overtime pay at the rate of one and one-half times the regular hourly wages for actual hours worked in excess of 40 hours in any workweek. However, non-exempt employees may be required to take time off during the same workweek to avoid overtime hours.
2. Time off with pay, such as vacation or sick leave, shall not be considered as hours worked for overtime pay purposes.
3. Overtime work shall be approved in advance by the employee's supervisor and shall be kept at the minimum consistent with maintenance of essential services and **AgLaunch Initiative's** financial resources.

D. Workweek:

1. The official workweek shall begin and end at 8:00 am on Sunday.
2. In the event that the official workweek is changed at any time, it cannot be done to avoid overtime provisions.

E. Time and Effort Reporting – Grant-Funded Employees

1. Charges to all grants and contracts for salaries and wages, whether treated as direct cost or indirect cost will be based on documented payrolls approved by the Chief Financial Officer and/or Operating Officer and Executive Director.
2. When time and effort reporting is required, the distribution of salaries and wages must be supported by personnel activity reports (PARs). PARs reflecting the distribution of activity of each employee must be maintained for all staff members (professionals and nonprofessionals) whose compensation is charged, in whole or in part, directly to awards. (See Appendix B for PAR form). Reports must meet the following standards:
 - (a) The reports must reflect an *after-the-fact* determination of the actual activity of each employee. Budget estimates (i.e., estimates determined before the services are performed) do not qualify as support for charges to awards.
 - (b) Each report must account for the total activity for which employees are compensated and which is required in fulfillment of their obligations to the organization.
 - (c) The reports must be signed by the individual employee, or by a responsible supervisory official having first hand knowledge of the activities performed by the employee, that the distribution of activity represents a reasonable estimate of the actual work performed by the employee during the periods covered by the reports.
 - (d) The reports must be prepared at least monthly.
 - (e) The reports must be signed by the employee and/or his/her supervisor.
2. Charges for the salaries and wages of nonprofessional employees, in addition to the supporting documentation described above, must also be supported by records indicating the total number of hours worked each day maintained in conformance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516). For this purpose, the term "nonprofessional employee" shall have the same meaning as "nonexempt employee," under FLSA.
3. Salaries and wages of employees used in meeting cost sharing or matching requirements on awards must be supported in the same manner as salaries and wages claimed for

reimbursement from awarding agencies.

PART V: BENEFITS

A. Holidays

1. **AgLaunch Initiative** follows the schedule of holidays as observed by the Federal government, and all full-time employees occupying established positions shall receive time off at the regular rate of pay for each holiday. The holidays include New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (2 days), and Christmas (1.5 days).

B. Vacation and Sick Leave (Annual Leave)

1. All employees occupying full-time established positions accrue 10 hours per month of paid vacation and sick leave for a total of not more than 15 days per year.
2. Annual Leave (Vacation leave) shall be requested by the employee and approved by the **employee's supervisor** in advance. Vacation leave should be requested one month in advance if possible; vacation leave may be disapproved if the employee's services are required at the requested time
3. When any employee takes Annual Leave as sick leave, the employee's supervisor or designee shall be informed of the fact as soon as possible. Failure to notify may be cause for disciplinary action.
4. Employees are required to submit their vacation/sick leave request to the **AgLaunch Initiative**.
5. The **AgLaunch Initiative** system shall insure that accurate records are kept for annual leave allowance, annual leave taken, and the current accrued leave for each employee; annual leave taken shall be limited to the current amount accrued.
6. New employees shall accrue annual leave, but shall not be allowed to use accrued leave before the satisfactory completion of the three (3) month probation period unless permission is granted by the **Chief Operating Officer** or the **Executive Director**.
7. A maximum of five (5) days of annual leave may be carried over from year to year, but the carryover must be used within three (3) months of the anniversary date of the employee.

Annual Leave Payout – Grant-Funded Employees

Leave payout may be charged to a grant account when such payments are regarded as expenses applicable to the specific account. If leave payout is expected, it is advisable to notify employees of the following options about using their vacation time when they are hired on the project.

1. Use up leave balances before the end date of the project; or
2. Accept leave payout when the project ends. Charge the account if it has sufficient funds to cover the leave payout at the termination. The leave payout must be allocated according to the employee's distribution of effort and in accordance with the AgLaunch Policy. For example, if an employee is 10% effort on a grant account, the grant account can accept up to 10% of the leave payout.

C. Disability Leave – Job-related Injury or Illness

1. Any personal injury arising out of and in the course of employment shall be reported to the **Chief Executive Officer** or designee immediately; in no instance shall the report be made later than twenty-four hours after the injury was sustained.
2. Any employee who suffers injury or illness as a result of a service connected accident or illness shall be compensated by the worker's compensation insurance company representing AgLaunch Initiative.
3. In addition to worker's compensation, employees may use accrued sick leave to make up the difference between the insurance payment and the employee's current net pay.
4. AgLaunch shall continue to contribute the employer portion of medical and life insurance costs for a period of six months, after which time the **Chief Executive Officer** shall determine at monthly intervals whether or not to continue to contribute the employer portion of medical and life insurance costs; if the **Chief Executive Officer** decides not to continue to contribute the employer portion, the employee is responsible for the entire costs. The employee shall insure that any employee's share is received by AgLaunch on or before the tenth (10th) of each month while on disability leave.
5. Employees shall accrue sick and vacation leave during the first six months for any work-related accident or illness, after which time the employee shall not accrue benefits until returning to work.

D. Family and Medical Leave

As a small employer, **AgLaunch Initiative** is not required by law to offer unpaid leave for serious health conditions as provided under the Family and Medical Leave Act (FMLA). However, AgLaunch may choose to offer limited unpaid leave at the discretion of the Executive Director. Any employee requesting unpaid leave for health-related reasons may be requested to provide a statement from a healthcare provider to ensure the validity of the employee's, or the employee's immediate family members, serious health condition.

E. Bereavement (Funeral) Leave

1. Employees occupying established positions may be granted up to three working days off without loss of pay in case of death in the immediate family.
2. For this purpose, immediate family shall include parents, grandparents, spouse, brothers, sisters, children, step-children, and immediate in-laws (same relation to spouse as defined herein).

F. Military Leave

1. Any employee occupying a full-time established position with AgLaunch who is a member of the National Guard or any reserve component of the Armed Forces of the United States, or of the Reserve Corps of the United States Public Health Service, shall be entitled to military leave with pay for intervals not exceeding fifteen calendar days in any one calendar year for the purpose of attending annual mandatory training, provided a request in writing for military leave is presented to the Human Resources Director (Chief Operating Officer) not less than two weeks prior to the beginning of the leave period. Failure to give such notice shall be cause for refusal to pay for such leave.

2. In the event that an employee occupying a full-time established position leaves employment with **AgLaunch Initiative** for active military duty, **AgLaunch Initiative** shall comply with the provisions of Federal law upon the employee's application to return to work.

G. Jury Duty

1. When an employee is required to serve on a jury, the employee shall be compensated by **AgLaunch Initiative** at the normal rate of pay and may keep any payment received from the courts; however, employees serving on jury duty shall be absent from work only during the times required by the courts.
2. Employees summoned as a plaintiff or a defendant in a proceeding involving or arising from outside employment or personal business shall not be entitled to leave with pay, but may use accrued vacation leave while absent.

H. Insurance

1. Health Insurance: **AgLaunch Initiative** will pay 70% of the premium for employee and dependent coverage. Premiums paid the employee are made pre-tax. There is a 90-day waiting period for new employees. Contracts having worked in a similar position for at least ninety (90) days shall not be subject to the 90-day waiting period.
2. Prescription Drug Insurance: Included with health insurance coverage.
3. Dental Insurance: Optional; 70% of premium paid by AgLaunch
4. Vision Insurance: Optional; 70% of premium paid by AgLaunch
5. See the **Operating Officer** or designee for current premium rates and insurance policy details.

I. Retirement (401) (k) Plan

1. After completing six (6) months of service(Contractors having served in a similar capacity with AgLaunch for more than 6 months shall be eligible to participate in the 401(k) immediately upon hire), employees can contribute pre-tax salary amounts up to the IRS limit (\$18,500 for 2018). An additional \$6,000 can be contributed annually by the employee if the employee is over 50. **AgLaunch Initiative** matches up to 4% of employee contribution. (Refer to 401k plan for specific limits and guidelines). The funds are invested at the employee's direction in one or more of the mutual funds available to the Plan.

PART VI: WHISTLEBLOWER POLICY

INTRODUCTION

AgLaunch Initiative requires directors, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of **AgLaunch Initiative**, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

REPORTING RESPONSIBILITY

This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns internally so that **AgLaunch Initiative** can address and correct inappropriate conduct and actions. It is the responsibility of all board members, officers, employees and volunteers to report concerns about violations of **AgLaunch Initiative's** code of ethics or suspected violations of law or regulations that govern **AgLaunch Initiative's** operations.

NO RETALIATION

It is contrary to the values of **AgLaunch Initiative** for anyone to retaliate against any board member, officer, employee or volunteer who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of **AgLaunch Initiative**. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

REPORTING PROCEDURE

AgLaunch Initiative has an open door policy and suggests that employees share their questions, concerns, suggestions or complaints with their supervisor. If you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the **Operating Officer or the Executive Director**. Supervisors and managers are required to report complaints or concerns about suspected ethical and legal violations in writing to the **Operating Officer**, who has the responsibility to investigate all reported complaints. Employees with concerns or complaints may also submit their concerns in writing directly to their supervisor or the **Operating Officer**.

AgLaunch Initiative's Operating Officer is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The **Operating Officer** will advise the Executive Director of all complaints and their resolution and will report at least annually to the **Chief Financial Officer (CFO)** on compliance activity relating to accounting or alleged financial improprieties.

ACCOUNTING AND AUDITING MATTERS

AgLaunch Initiative's Operating Officer shall immediately notify the **Executive Officer** of any concerns or complaint regarding corporate accounting practices, internal controls or auditing and work with the designated accounting team member until the matter is resolved.

DISCRIMINATION COMPLAINT PROCEDURE

Purpose and Scope

These procedures apply to all complaints filed under Title VII of the Civil Rights Act of 1964, relating to any program or activity administered by AgLaunch Initiative (AgLaunch) or its sub-recipients, consultants, and/or contractors. Intimidation or retaliation of any kind is prohibited by law.

Limitations

These procedures do not deny the right of the complainant to file formal complaints with other State or Federal agencies, or to seek private counsel for complaints alleging discrimination. These procedures are part of an administrative process that does not provide for remedies that include punitive damages or compensatory remuneration for the complainant.

AgLaunch Equal Opportunity Director

AgLaunch has designated the Controller to serve as the organization's Equal Opportunity Director. The EO Director is located at AgLaunch Initiative, 88 Union Avenue, FL 6, Memphis, TN, 38103.

Right to Representation

Complainants, including employees and applicants, who complain of unlawful discrimination have the right to be represented by a person of their choosing.

Protection from Retaliation

All persons, including but not limited to complainants and witness, shall be free from harassment, coercion, retaliation, or reprisal in connection with any complaint.

Complaint Process

Individuals are encouraged to discuss any complaints or unlawful discrimination or retaliation with their immediate supervisor or their appointed authority. If such discussion produces no satisfactory result or if the individual perceives such discussion would be fruitless or harmful, the following procedure is recommended.

A. Informal Pre-complaint Counseling

Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the EO Director may be utilized for resolution, at any stage of the process. The Director will make every effort to pursue a resolution of the complaint. Initial interviews with the complainant and the respondent will request information regarding specifically requested relief and settlement opportunities.

B. Formal Complaint of Employment Discrimination

Any individual, group of individual, or entity that believes they have been subjected to discrimination prohibited by Title VII nondiscrimination provision may file a written complaint with the AgLaunch Operating Officer or Executive Director. A formal complaint must be filed within 180 calendar days of the alleged occurrence or when the alleged discrimination became known to the complainant. The complaint must meet the following requirements:

- Complaint shall be in writing and signed by the complainant(s).
- Include the date of the alleged act of discrimination (date when the complainant(s) became aware of the alleged discrimination; or the date on which that conduct was discontinued or the latest instance of the conduct.
- Present a detailed description of the issues, including names and job titles of those individuals perceived as parties in the complained-of incident.
- Allegations received by fax or e-mail will be acknowledge and processed, once the identity(ies) of the complainant(s) and the intent to proceed with the complaint have been established. The complainant is required to mail a signed, original copy of the fax or e-mail transmittal for AgLaunch to be able to process it.

Upon receipt of the complaint, the Operating Officer will determine its jurisdiction, acceptability, and need for additional information, as well as investigate the merit of the complaint.

All parties shall cooperate fully with the Operating Officer who shall have access to any records necessary for completion of the investigation. The Operating Officer shall have thirty (30) business days to complete the investigation including the items listed below. When all relevant parties cannot be reached within thirty (30) business days, or for other good cause stated, the EO Director may extend the time period sufficiently to allow completion of the investigation and recommendation.

- Notify all relevant parties, including the respondent, of the complaint.
- Independently investigate the allegations.
- Draft a written report setting forth a statement of the allegations, factual findings and recommended disposition.
- Discuss the recommended disposition with relevant parties and attempt to conciliate a resolution. If a resolution is agreed upon that differs from his/her recommendation, the EO Director shall modify the written recommendation accordingly.
- Provide a copy of the final report to the complainant and respondent. In this notification, complainants shall be advised of their avenues of appeal if they are not satisfied with the decision.

Records

The EO Director shall maintain all records of affirmative action complaints, investigation, outcomes, and their disposition. Records so retained shall be confidential, except where disclosure is required by law.

Legal Remedies

In addition, any person who believes he/she has been the subject of any act of unlawful discrimination may file a written complaint of discrimination with:

Tennessee Human Rights Commission
170 North Main Street
State Office Building
Memphis, TN 38103
Phone: 901-543-7389
Fax: 901-543-6042

Equal Employment Opportunity Commission (EEOC)
1407 Union Avenue, 9th Floor
Memphis, TN 38104
Phone: 1-800-669-4000
Fax: 901-544-0111
TTY: 1-800-669-6820

Special Litigation Section
U.S. Department of Justice
Civil Rights Division
950 Pennsylvania Avenue, NW
Special Litigation Section
Washington, D.C. 20530
Phone: 202-514-6255 or toll-free at 877-218-5228
Fax: 202-514-0212 or 202-514-6273



Memorandums of Understanding

- **Tennessee Department of Agriculture**

**Memorandum of Understanding
Between
Tennessee Department of Agriculture ("TDA")
AND
AgLaunch Initiative ("AgLaunch")**

This Memorandum of Understanding is effective as of the date signed by both parties by and between the Tennessee Department of Agriculture located at Ellington Agricultural Center, Nashville, Tennessee 37220 hereinafter referred to as "TDA" and AgLaunch Initiative, a non-profit organization located at 88 Union Avenue, 6th Floor, Memphis, Tennessee 38103, hereinafter referred to as "AgLaunch".

WHEREAS, the TDA, is authorized by Tenn. Code Ann. § 4-3-203(1) to "[e]ncourage and promote, in every practicable manner, the interests of agriculture, including horticulture, livestock industry, dairying, poultry raising, beekeeping, production of wood and other allied industries, the TDA is interested in expanding agriculture-based entrepreneurship in rural Tennessee areas to create new opportunities for residents which will lead to new investments and jobs in rural communities; and

WHEREAS, AgLaunch is a non-profit organization focused on growing the regional agricultural and food economy centered around farmers, innovation and prosperity. Specifically, AgLaunch attracts, creates and grows agtech startups, facilitates the development of new agricultural and food supply chains, and builds collaborative farmer networks, with a commitment to intentional inclusion and allowing a network of farmers to participate in the agtech startup businesses acquiring equity and/or other commercial benefits; and

WHEREAS, AgLaunch was created as a result of the TN Rural Challenge and reinforced in the TN Rural Task Force and has operated since its inception as a joint initiative between Memphis Bioworks Foundation, a life sciences focused economic development nonprofit and TDA. AgLaunch became an independent non-profit organization in 2018; and

WHEREAS, TDA and AgLaunch desire to summarize the principal terms and conditions under which they will work together utilizing both TDA and AgLaunch resources; and

NOW THEREFORE, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

TDA and AgLaunch agree to jointly work to enable Tennessee rural entrepreneurs by starting new agriculture-based companies in Tennessee over a three (3) year period. Both organizations agree to work together on developing and implementing a comprehensive program to start and grow new companies in rural Tennessee based on agricultural innovations.

Both organizations further agree to:

Joint Responsibilities

- Organize partners across the State and Region to accomplish these goals including the University of Tennessee Institute of Agriculture, Tennessee State University and other agricultural schools and universities across the State, the Tennessee Department of Economic and Community Development (ECD), the Tennessee office of the USDA, and the Tennessee Farm Bureau.
- Seek funding for the program from sources such as the ECD, TDA, USDA, private companies, philanthropic foundations, and other sources.
- Help develop a revolving advisory board representing entrepreneurs, investors, farm organizations, ag-business and universities and work with this advisory board to facilitate the development of statewide and/or regional strategic plans for agriculture innovation.
- Support programs which generate agriculture-based technologies including university research and farmer networks.
- Work together to seek funding and support for creating a statewide agricultural innovation strategy.

Responsibilities of TDA

- Recognize the AgLaunch program as a TDA partner including a description and contact information on its website.
- Encourage partner organizations and universities to support new startup companies by providing access to mentors, prototype and testing facilities, and university research.
- Provide oversight of State funding and deliverables as well as the coordination of any budget requests through the State working with other state agencies as appropriate.
- Where possible, provide funding to farmer-led initiatives that are part of the program.
- Provide personnel support for marketing, communications, grant and other funding proposals, farmer outreach, project development, assistance with regulatory issues, event hosting and coordination, and other activities as designated in agreed upon work plans.
- Participate on the Board of Directors of AgLaunch. During the term of the MOU, TDA will seat (1) member of the board of directors.

Responsibilities of AgLaunch

- Allow the use of the AgLaunch brand to be used to promote the program in the State of Tennessee within established guidelines.
- Fulfill the responsibilities outlined in this MOU and complete all task outlined in contracts issued from TDA
- Seek business partnerships from across the United States and globally with Ag-related companies to support the program.
- Seek opportunities to link rural farming and production with processing and manufacturing activities based in the State of Tennessee and the surrounding region.
- Seek private sponsors and partners to support the program.

BUDGET NARRATIVE

AgLaunch requests \$750,000 funding over three years from EDA for the i6 Challenge grant. This funding will be leveraged against \$500,000 in cash from the State of Tennessee and National Renewable Energy Laboratory and \$250,000 in in-kind match as documented time investment from trained mentors and farmer network members towards the goals of the proposed project. The cumulative budget will fund personnel, travel, and materials expenses, and contracting expenses associated with designing, building and implementing the proof of concept (Digital Acre) and Commercialization Validation (Data Commons) components of the proposal.

Federal Cash (total value of \$750,000):

U.S. Economic Development Authority: \$250,000 annually

Non-Federal Cash (total value of \$500,000):

Applicant: \$0

State: \$450,000 (Tennessee Department of Agriculture)

Local: \$0

Other: \$50,000 (National Renewable Energy Laboratory)

Non-Federal In-Kind (total value of \$250,000):

Applicant: \$250,000 (documented time of trained mentors / farmer network members)

State: \$0

Local: \$0

Other: \$0

To successfully operate the Memphis Farm-Centric Commercial Validation Program for AgTech Startups the following annual costs will be incurred:

- **Personnel** – The project staffing will include a Project Director, Director of Farmer Network and Entrepreneurship, VP of Strategic Partnerships, and Farmer Network Coordinator. Pete Nelson, the President and Executive Director of AgLaunch, will serve as Project Director and oversee the new program at .33 FTE. Schuyler Dalton, the Director of Farmer Network and Entrepreneurship, will oversee service provision for customer discovery, mentoring, and farmer matching, at .33 FTE. Rebecca Kaufman, VP, Strategic Partnerships, will manage process control and data collection in the development and implementation of field trials at .33 FTE. A new 1 FTE staff member, the Farmer Network Coordinator, will be hired to support the development of the farmer network.

Position Title	Annual Salary	FTE	Annual Project Salary	Grant Period Project Salary Total	I6 / Match	
					I6	Match
Project Director	\$165,000	0.33	\$54,450	\$165,000	\$165,000	
VP of Strategic Partnerships	\$105,000	0.33	\$34,650	\$105,000	\$105,000	

Director of Farmer Network and Entrepreneurship	\$85,000	0.33	\$28,050	\$85,000	\$42,500	\$42,500
Farmer Network Coordinator	\$65,000	1.00	\$65,000	\$195,000	\$97,500	\$97,500
			Salary Total	\$550,000		

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

Position Title	Three-Year Salary Total	Three-Year Fringe Benefits
Project Director	\$165,000	\$33,000
VP of Strategic Partnerships	\$105,000	\$21,000
Director of Farmer Network and Entrepreneurship	\$85,000	\$8,500 (i6) + \$8,500 (match)
Farmer Network Coordinator	\$195,000	\$19,500 (i6) + \$19,500 (match)
	Fringe Benefit Total	\$110,000

- **Travel** – Project staff will be required to travel regularly to events, meetings, and programs across the region. The total travel budget is \$30,000 over three years. Program staff will adhere to the federal mileage reimbursement rate of .58 cents/mile and per diem rates for Tennessee of \$55. Hotel costs vary throughout the state – an average of \$120 a night was calculated based on federal estimates.

Purpose of Travel	Item	Rate	Cost
(1) Local Travel	Hotel	\$120/night x 4 persons x 40 nights	\$19,200
	Per Diem (meals and incidentals)	\$55/day x 4 persons x 40 days	\$8,800
	Mileage	3,450 miles @.58/mile	\$2,000
		TOTAL	\$30,000

- **Equipment** – No equipment costs are included in this proposal. All required equipment will be provided by AgLaunch and other program partners.
- **Supplies** – A supply budget of \$10,000 annually (\$30,000 total) will cover office supplies for program participants.
- **Contractual** – \$205,000 over three years (\$32,000 from Matching Funds). The program will contract with a consultant and programmers to create a “digital commons” data program and expand the existing “digital acre” data program. Agricenter International, or a consultant working at Agricenter will also be contracted to provide support for agriculture development and to build out programming for the proof-of-concept project. The “digital commons” will collect agriculture data—e.g., fields maps, soil conditions, historical yield, nitrogen availability and uptake—that will reduce the time and cost of moving from idea to market for early stage AgTech startups. The existing “digital acre,” operated in partnership with Agricenter International, supports proof of concept activities

for new plant types, farming methods, and technological innovations, and will be expanded to serve new program members. The consultant and programmer costs for developing these programs will be \$205,000 over three years.

- **Construction** – No construction investments will be made under this grant.
- **Other** – “Other” costs include cost-share grants and services to farmers for testing new technology, as well as mentoring costs. The cost-sharing to farmers is budgeted at \$250,000 over the course of the grant period. AgLaunch and its network will support the implementation of field trials by AgLaunch365 participants. AgLaunch and partners will provide support on testing methods, data collection, mid-trial adjustments, and data compilation and analysis. Mentors will provide guidance on prototype development, relationships with farmers, and field experiments. The value of this in-kind mentoring time is valued at \$100 per hour with an estimated 2,500 of mentoring hours for a total of \$250,000 over the course of the three-year grant period. Total “Other” costs are \$500,000 and are 100% provided from Matching in-kind.
- **Total Direct Charges** for the above noted items totals \$1,425,000.00
- **Indirect Charges** – Indirect charges are valued at \$75,000.00, 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 are **\$1,500,000.00** (direct + indirect)

DISCLOSURE OF LOBBYING ACTIVITIES

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

OMB Number: 4040-0013

Expiration Date: 02/28/2022

1. * Type of Federal Action: <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	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input type="text" value="Pete Nelson"/> * Street 1 <input type="text" value="88 Union Ave"/> Street 2 <input type="text"/> * City <input type="text" value="Memphis"/> State <input type="text" value="TN: Tennessee"/> Zip <input type="text" value="38103"/> Congressional District, if known: <input type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: <input type="text" value="Economic Development Authority"/>		7. * Federal Program Name/Description: <input type="text" value="Cluster Grants"/> CFDA Number, if applicable: <input type="text" value="11.020"/>
8. Federal Action Number, if known: <input type="text"/>		9. Award Amount, if known: \$ <input type="text" value="750,000.00"/>
10. a. Name and Address of Lobbying Registrant: 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. Individual Performing Services (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"/>		
11. 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="n/a"/> Middle Name <input type="text"/> * Last Name <input type="text" value="n/a"/> Suffix <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text" value="04/04/2019"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

EXECUTIVE SUMMARY

Within the Mid-South Delta Agricultural Innovation Cluster (“Delta Ag Cluster”), AgLaunch will create a **Farm-Centric Commercial Validation Program for AgTech Startups** (“AgLaunch i6”) expanding current AgLaunch365 programming and adding capacity within the AgLaunch Farmer Network. The Delta Ag Cluster is a Tennessee-based multi-state, multi-institution initiative that focuses on creating a platform to commercialize technologies in agriculture and facilitate farmers’ transitions into next generation agricultural opportunities, stimulate job creation in at-risk rural and urban communities, and create a more profitable system to support AgTech investors and startups. The Delta Ag Cluster is an informal regional consortium managed by AgLaunch Initiative (“AgLaunch”), a nonprofit organization operating in partnership with Tennessee Department of Agriculture. AgLaunch and partners collectively form a network of leading, early-adopter farmers incentivized to provide proof-of-concept and commercial validation support to AgTech startups. The proposed i6 Challenge project will add programming capacity to the AgLaunch365 accelerator and expand capabilities of the existing farmer-led incubator model in two key ways: (1) expand proof of concept capabilities at the “Digital Acre” project in partnership with Agricenter International and (2) build a “Data Commons” across many acres, soil types, and production practices to improve cost and efficiency of commercial validation for AgTech startups. Implementation of this project will lead to increased support for AgTech startups, higher success rates for those companies, and greater farm adoption of new technologies. In the long term, this increased capacity will be monetized for the benefit of the farmer network as part of AgLaunch’s sustainability strategy.

BACKGROUND

Despite venture capital’s aggressive entry and increasing interest in AgTech¹ and a pressing global need for more sustainably produced food, there is currently not a truly effective and comprehensive ecosystem to support AgTech companies that is tailored to the specific and complex needs of the agriculture industry, specifically in how farmers are engaged in commercialization. Multiple cities and regions are utilizing models borrowed from internet tech, healthcare, and other industry verticals that are not translating well into agriculture. These cities and regions are building around major corporate headquarters or globally recognized agriculture universities and incubating life science-based agriculture startups but have not fully assembled the other components necessary to translate new ideas into true opportunities for farmers and the sector at-large. Through the Delta Ag Cluster, AgLaunch is supporting Memphis and the surrounding Mississippi River Delta Region to build and implement a different model that addresses each component of a functioning agricultural-focused ecosystem including aligned capital, nationally recognized accelerator programming, diverse mentor network, and most importantly a network of farmers who are actively working with startups to create, iterate, model, and launch new ideas. This approach was created through the Governor’s Rural Challenge in 2015 with a business plan (attached to SF424) created by Verdant Partners for the Farmer Network components that has been implemented since 2016.

The proposed AgLaunch i6 Challenge Project will expand this unique approach by adding new data-sharing capabilities, increasing the geographic footprint through new acreage, and developing a research baseline through the digital acre to invigorate the entire ecosystem. This approach will advance the goals of the Delta Ag Cluster in its efforts to prove and commercialize technologies to increase the diversity, value, and profitability of the Mid-South’s agricultural assets. The Delta Ag Cluster is led by AgLaunch Initiative (AgLaunch), a nationally-recognized nonprofit using a collective impact framework to administer core programs focused on creating the first ecosystem designed specifically for agricultural innovation through a network of universities, companies, farm organizations, and investors throughout the region. To date, AgLaunch has accelerated the creation and growth of more than two 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.

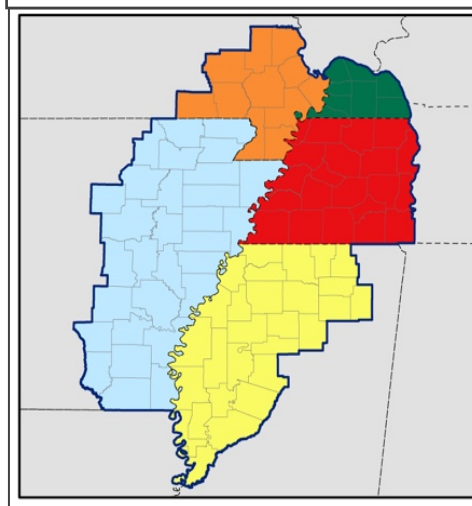
¹ AgFunder AgriFood Tech Investing Report, 2018 www.agfunder.com

AgLaunch i6, with support from Memphis-based Agricenter International and universities across the Mid-South Delta, will expand the farm-centric innovation model as a key component of the Delta Ag Cluster approach. The model offers support for customer discovery (ideation), getting “field ready” (prototyping), and deploying in-field trials (commercial validation). The program is designed to operate at two critical levels: first, to provide support to individual farmers and entrepreneurs as they ideate, prototype, and validate new products and technologies; second, to develop a “digital commons” of agriculture data—e.g., fields maps, soil conditions, historical yield, nitrogen availability and uptake—that can serve as a shared platform to reduce the time and cost of moving from idea to market in AgTech. The project will leverage and advance key AgTech assets across the Mid-South Delta, including the Digital Acre operated in partnership with Agricenter International, which supports proof of concept activities for new plant types, farming methods, and technological innovations; Tennessee Department of Agriculture’s farm-level supports for field trials; and AgLaunch’s Farmer Network, which currently has more than 20 farmers providing 115,000 acres of farmland to test innovations on some of the nation’s most important agricultural land. By supporting a seamless web across field experimentation, testing, and scaling, the i6 grant will help accelerate by decades the transformation of Mid-South Delta agriculture from relatively low value commodity crops to diversified higher value production and support creation of technologies that will enhance agricultural productivity nationally and globally.

REGION AND CLUSTER CHARACTERISTICS

The Delta Ag Cluster covers a 98-county region comprised primarily of rural counties in Arkansas, Kentucky, Missouri, Mississippi, and Tennessee, but also the 25th largest US city, Memphis, as well as multiple small- and mid-sized cities and college towns. The region has an existing base of 250 agri-food companies, support of university programs, and abundant natural resources to continue its evolution as an internationally recognized implementation and commercialization zone for agricultural innovation and market development.² Memphis and the immediate surrounding region does not have a major agricultural corporate headquarters, large-scale processor or a top-tier agricultural research university, in contrast to other emerging AgTech hubs. This means that the Memphis region can create a unique agricultural innovation economy, without pressure from a large incumbent organization, which will leverage the strong network of farmers and the farm-centric innovation model. Memphis and the region can become an implementation partner for other areas to create new and expanded regional collaborations.

Figure 1. Mid-South Delta Region



The farmer-centric model is leveraging and attracting other likeminded organizations and companies. For example, in 2018, Indigo Ag chose downtown Memphis for its North American commercial operations and expects to have 700 workers there by 2020. From its Memphis base, Indigo will continue to use cutting-edge biological and digital research and technologies to support farm-level profitability and sustainability. Memphis

² Davos on the Delta Explores Future of AgTech. <https://www.deltafarmpress.com/technology/davos-delta-explores-future-ag>. FFAR & AgLaunch Host Convening Event in Memphis to Prioritize Research & Commercialization Objectives for Cropping Systems of the Future. <https://foundationfar.org/2017/11/29/ffar-aglaunch-host-convening-event-memphis-prioritize-research-commercialization-objectives-cropping-systems-future/>. GroGuru Conducts First Row Crops Tests with AgLaunch Farmer Network. https://www.prweb.com/releases/groguru_conducts_first_row_crop_field_trials_on_its_precision_irrigation_monitoring_technology_with_aglaunch_farm_network/prweb15688506.htm. Skycision (AgLaunch Portfolio) Raises \$1.1 Million to Bring Predictive Analytics to Farmers. <https://www.forbes.com/sites/alexknapp/2018/03/19/this-startup-just-raised-1-1-million-to-build-better-data-platforms-for-farmers/>. AgTech Firm with Memphis Offices Closes \$203M Funding Round. <https://www.indigoag.com/pages/news/agtech-firm-with-memphis-office-closes-203m-funding-round>

has also become a national leader in the development of digital platforms for agricultural commodities, with firms like The Seam utilizing blockchain technologies to facilitate and manage global trade. Innovation activities in Memphis and the broader Mid-South Delta region are supported financially by local venture funds like Memphis-based Innova, one of the country's largest early-stage AgTech funds, as well as national and global equity investors. Although geographically large, tightly networked assets—vast production acreage, university experiment stations, processing and storage infrastructure, and world-class transportation infrastructure—provide the same synergies as found in geographically-dense economic clusters like automotive or biotech. Moreover, by linking key rural and urban assets through its farmer and university networks, the Delta Ag cluster has the potential to vet and test across a wide range of product and process innovation at unparalleled scale and speed, tying the economic fortunes of otherwise disparate places.³

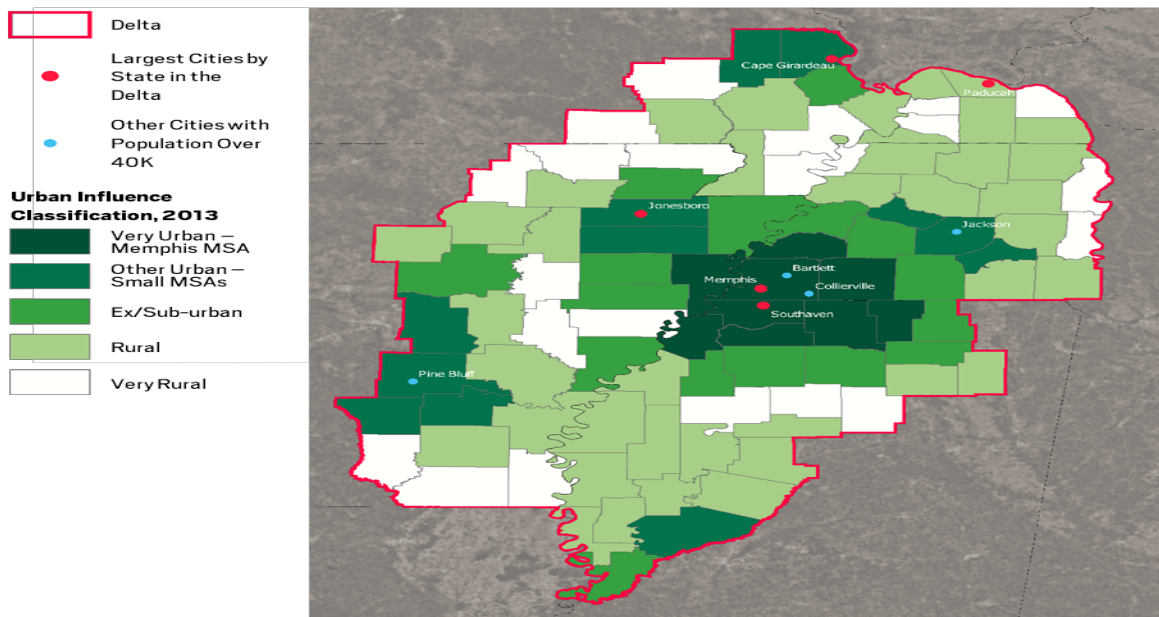


Figure 2. Rural and Urban Counties within the Region

A key anchoring asset for the Delta Ag Cluster is Memphis-based **Agricenter International** (“Agricenter”), a 1,000 acre non-profit research, demonstration, and education farm and research park that currently provides services to over 50 agricultural companies. Agricenter provides field test services led by agronomy professionals, provides incubation capacity for pilot-scale processing, and houses research divisions for companies such as BASF and Helena Chemical. The recently completed strategic plan for Agricenter will lead to larger focus on public private partnerships, integration with regional universities, and expanded capacity to support startups, including working with AgLaunch to create the Digital Acre program with matching funding provided by Wells Fargo and National Renewable Energy Laboratory.

Memphis and the surrounding region have a growing entrepreneurship community with active participation in the Delta Ag Cluster from Epicenter, a coordinating and catalyzing entrepreneurship group; Start Co. an implementation partner with AgLaunch365; and Delta i-Fund, which is working with AgLaunch on implementing entrepreneurship programming.

Product and process innovation are critical to the health of the region’s agriculture economy. As of the last agricultural census, just four commodities - soy, corn, rice, and cotton - accounted for over 75% of the Mid-South

³ Nathan Arnosti and Amy Liu, “Why rural America needs cities,” Brookings Institution, November 30, 2018

Delta's total agricultural sales. Reliance on commodity production, however, 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.⁴ Consecutive years of weak revenue and profits also create cash flow challenges that make it difficult for the region's farmers to experiment with new crops, methods, and technologies. Compounding this, 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.⁵ Together, these factors suggest that regional agricultural transformation will require intermediaries like AgLaunch to support systems-level change in agricultural markets, practices, and production.

A. Primary Service Area

The service area for the proposed project is the 98-county Mid-South Delta region: 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), Woodruff (05147); Ballard (21007), Calloway (21035), Carlisle (21039), Fulton (21075), Graves (21083), Hickman (21105), Marshall (21157), McCracken (21145); 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), Yazoo (28163); Bollinger (29017), Butler (29023), Cape Girardeau (29031), Dunklin (29069), Mississippi (29133), New Madrid (29143), Pemiscot (29155), Ripley (29181), Scott (29201), Stoddard (29207), Wayne (29223); 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), Weakley (47183).

This Mid-South Delta is critical to the US agricultural production. As of the last census of agriculture, the region accounted for 3% of national agricultural product sales, over half of rice sales, one-fifth of cotton sales, one-eighth of aquaculture sales, one-tenth of soybean sales, and one-sixteenth of sorghum sales. About 5% of all U.S. agricultural exports originate in the region as do half of rice exports, 23% of cotton exports, and 9% of soybean exports.

The region is racially diverse—32% of the population is Black/African-American compared to 12% for the U.S.—and relatively high poverty (22% versus 16% for U.S.) and low median incomes (\$40,800 vs US average of \$53,500). Ensuring the vitality of one of the region's key economic clusters is critical for regional growth and inclusive prosperity.

B. Cluster's Needs and Opportunities

In order to address the pervasive issues related to agricultural productivity and value-added while capitalizing on the transformative opportunities AgLaunch through the Delta Ag Cluster are leveraging agricultural and non-agricultural commercialization partners globally, including sector-focused customer discovery, field testing and validation, and aligned capital. This model, known as AgLaunch365, has been successfully implemented on a pilot basis, including development of a strong portfolio,⁶ partnering with investment funds (e.g. Cultivian Sandbox, Innova, Ag Ventures Alliance, etc.), and expansion of the regional farmer network. However, given the

⁴ Jesse Newman and Jacob Bunge 'This One Here Is Gonna Kick My Butt'—Farm Belt Bankruptcies Are Soaring; Wall St. Journal, Feb 6, 2019; Jesse Newman, Floods Deal a New Blow to the Farm Belt, Wall St. Journal, March 28, 2019.

⁵ KK&P, 2017

⁶ AgLaunch Portfolio, 19 Companies and Counting. <http://aglaunch.com/aglaunch-portfolio/>

cost of the model (approximately \$25,000 per team) and the lag between program participation and returns to AgLaunch (3 to 5 years), expanding the model to optimal scale will require outside support such as that offered by the i6 grants. By adding program capacity, the build-out of Digital Acre and Data Commons is accelerated, reducing the cost and increasing the efficacy of future AgTech innovations. (See Figure 3.)

Scaling AgTech innovation in a region that has been dependent for decades on production of a small number of crops and incumbent technology providers (e.g., farm equipment, seed and inputs) will require a new innovation model to really exploit the technological possibilities with AI, robotics, swarm, and other innovations. AgLaunch365 is this model: a farm-centric innovation program that offers support for farmers and entrepreneurs as they move from customer discovery (business model development) to getting field ready (prototyping) to access to a network of innovative farmers for scaled field trials (commercial validation). In addition to supporting new crops, AgLaunch365 supports farmers and entrepreneurs in innovating around more efficient and precision farming (e.g., management of inputs, soil and crop tech, irrigation and water tech, sustainability enablers); farming technology (new equipment, robotics or automation); innovative technologies (crop production, harvest and storage, supply chain and logistics, processing/productivity tools, diagnostics, food safety and security), and animal health and nutrition (welfare practices, healthcare improvements). Taken together, the innovations supported by the AgLaunch365 model will improve profitability of traditional commodity crops and improve profitability associated with commodity production, greatly increasing value added, farm income, and community stability in one of the country's most important agricultural areas. (See Figure 3.)

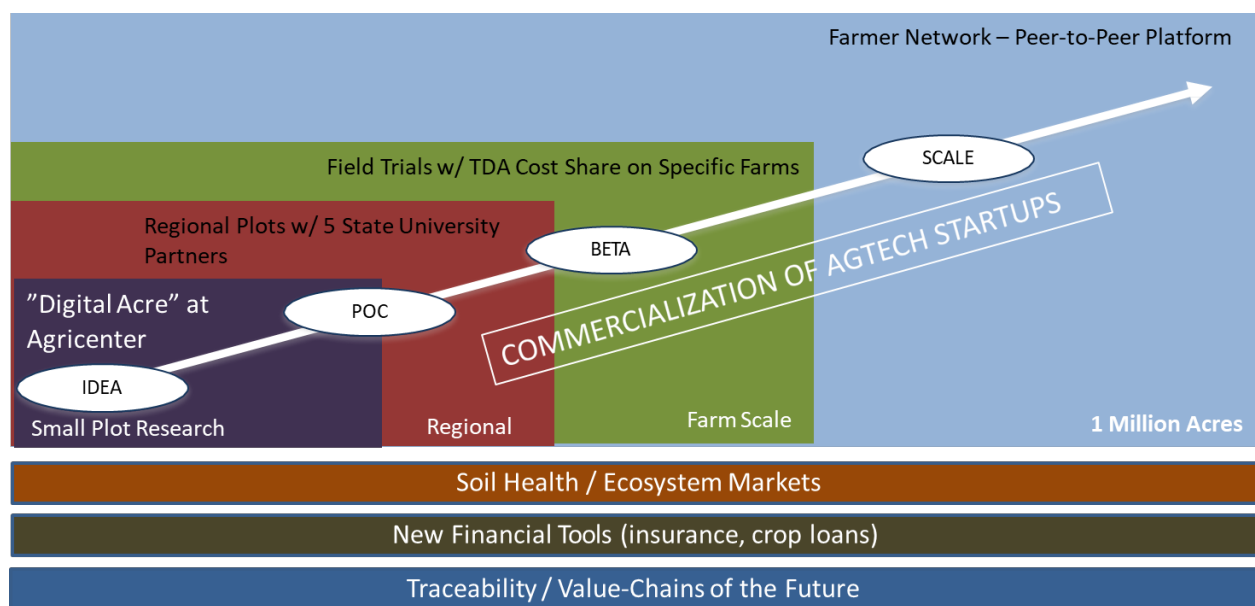


Figure 3. AgLaunch Proof-of-Concept and Commercial Validation Model

In addition to expanding support for the individual entrepreneurs who come through AgLaunch365, the program is partners with the Farmer Network to support field access at each stage of the commercialization process. To expand this capability the AgLaunch i6 proposes the development of a Data Commons of agriculture data—e.g., fields maps, soil conditions, historical yield, nitrogen availability and uptake—that will reduce the time and cost of moving from idea to market for early stage AgTech startups.

This aggregated system—datasets across hundreds of variables and tens of thousands of fields and growing seasons—will provide high-quality information that is prohibitively costly for individual entrepreneurs to generate and create a knowledge base that will support the large-scale agriculture innovation. In short, the creation

of a digital commons can help address the fundamental dynamics shaping the future of farming: a growing population that steadily increases food, fiber and energy consumption; and a steady decline in the quality and productivity of agricultural capacity (e.g. soil, water, farmers) around the world. Involvement in creating the digital commons will provide new data skills for a range of participants—farmers, innovators, intermediaries, and university researchers.

DESCRIPTION OF PROPOSED PROGRAM

AgLaunch is a well-recognized leader and service provider leading the Delta Ag Cluster and has meaningful partnerships⁷ with the regional university system; private companies; economic development organizations; government agencies on the local, state and federal level; farmer and farm organizations; investors and other funders; foundations and the philanthropic community; and innovative startup companies. The foundation of the AgLaunch365 model is the coordination of AgTech entrepreneurs with the ideation and prototyping resources they need to test ideas and reach “go/no go” decisions quickly and accurately. Timely and cost-efficient “ground truthing” of novel ideas leads to higher probability of success for AgTech startups, creating future revenue opportunities for the startups and farmers alike.⁸

Specifically, AgLaunch will use the i6 grant to create pathways to quickly and efficiently address the AgTech challenges enumerated in Figure 4. Absent these supports, which support AgTech companies from ideation to scale, promising ideas will not become scaled products and services. Within this spectrum of supports, AgLaunch and partners focus on a critical systems-level challenge in AgTech innovation; access to research fields at the proof of concept state and actual farm acreage at the commercial validation phase.

Figure 4. Key Challenges of AgTech Start-ups and AgLaunch365 Supports	
AgTech Challenges	AgLaunch365 Supports
<i>IDEATION</i>	
Clear understanding of the agricultural market	Market intelligence, price transparency, certifications
Integration into university and other resources	Seminars and networking events
<i>PROOF OF CONCEPT AND COMMERCIAL VALIDATION</i>	
Low-cost field testing options	Acreage in Agricenter’s research fields
Farm-scale experiments for commercial validation	Acreage via AgLaunch Farmer Network
<i>GOING TO SCALE</i>	
Experimental data on field conditions, etc.	Access to AgLaunch digital commons
Access to appropriately staged capital	Access to venture and working capital

SCOPE OF WORK

As part of the i6 grant, AgLaunch will support at least 15 additional AgTech teams through the AgLaunch365 program that moves teams of entrepreneurs from customer discovery (ideation) to getting field ready (prototyping) to field trials (commercial validation). The program requires approximately 240 hours of entrepreneur engagement over a twelve-month period, with programming delivered remotely, at regional centers across the Mid-South Delta, and at in-person sessions in Memphis. It is anticipated, as well, that program participants will present their concept and results of field trials at one of the major AgTech expos in the U.S., like Farm Journal’s AgTech Expo or the Mid-South Farm and Gin Show. Specific supports that will be provided by

⁷ List of key stakeholders and letters included as attachments in this proposal.
⁸ Changing the Farmers Role in AgTech Innovation. <https://www.agweb.com/article/changing-the-farmers-role-in-agtech-commercialization-naa-agweb-guest-editor/>

AgLaunch under the i6 grant include:

1. **Outreach, Marketing and Recruiting Participants** - Develop and implement a more robust and rigorous process for discovering, recruiting, screening, and onboarding a diverse group of AgTech innovators to participate in AgLaunch365.
 - a. Expand partnership with Memphis Regional Chamber, Epicenter, regional entrepreneur groups, HBCUs, National Black Growers Council, and network of convening events to market the AgLaunch365 program. AgLaunch recognizes the importance of reaching a diverse group of entrepreneurs; currently 25% of their clients are minority entrepreneurs.
 - b. Continue to build relationships with Farm Credit bank system, Farm Journal Media, and national network at ag and food accelerators (TechStars, Yield Lab) to identify entrepreneurs and farmers.
2. **AgLaunch365 Programming** – By completing AgLaunch365, AgTech entrepreneurs can move from ideation to proof of concept and commercial validation process. Details of service provision include:
 - a. **Customer Discovery Assistance (CDA)** – CDA allows startups and innovators to work directly with farmers through network connections, curated events, Farm Journal reporting, and other channels to understand the customer needs and identify solutions.
 - b. **Cultivator Mentor Network** – AgLaunch already operates a successful mentor network for AgTech companies and under the i6, will expand the technical scope and number of mentors and improve access for AgTech entrepreneurs. For the i6, focus will be put on identifying mentors who have successfully developed and completed field testing of prototypes. Mentors will provide guidance on prototype development, relationships with farmers, and field experiments.
 - c. **Farmer Match Event** – AgLaunch and partners will participate in mini-symposia for AgTech entrepreneurs and farmers to discuss market opportunities, models for collaboration, best practices for conducting field trials and creating value for partners, and supporting resources. These mini-symposia will take place at university experiment stations rotating across the region and will leverage the University Extension system to identify and market the program. Participants from the regional symposia will then be brought to Memphis for a final matching event that will include access to legal and business expertise and presentations by venture investors on success business models and partnerships in AgTech.
 - d. **Field Trial Support** – AgLaunch and its network will support the implementation of field trials by AgLaunch365 participants. AgLaunch and partners will provide support on testing methods, data collection, mid-trial adjustments, and data compilation and analysis. As part of this support, AgLaunch will gather data for its digital commons.
 - e. **Digital Acre & Data Commons** – AgLaunch will work with Agricenter, and regional universities to develop a framework for collecting and housing farm-level and trial-specific data. Initial symposium will be hosted at the University of Memphis in the first six months of the grant period.

By supporting the creation of a Data Commons of agriculture data (e.g., fields maps, soil conditions, historical yield, nitrogen availability and uptake), the i6 grant will reduce the time and cost of moving from idea to market in AgTech innovation, de-risking future innovation, and accelerating transformation of the region's agricultural products and practices.

KEY PERSONNEL AND PARTNERS

AgLaunch, the lead organization on this i6 proposal, is a Memphis-based 501(c)(3) that has developed a peer-to-peer platform of networked farmers across the 98-county mid-South Delta region for scaling new crops and implementing AgTech supports. This network encompasses roughly one million acres of some of the country's most productive agriculture land, as well as a set of strong relationships and communication channels that allow rapid implementation and measurement around crop/product and process innovation. AgLaunch was recently awarded a multi-year SBA regional cluster grant. **Pete Nelson**, President and Executive Director of AgLaunch, will serve as project director. **Schuyler Dalton**, Director of Farmer Network and Entrepreneurship, will oversee

service provision for customer discovery, mentoring, and farmer matching. **Rebecca Kaufman**, VP, Strategic Partnerships, will manage process control and data collection in the development and implementation of field trials.

Agricenter International, a Memphis-based 501(c)(3) and partner on this grant, is dedicated to research and business development to support Mid-South Delta agriculture. The organization currently has 600 acres of land dedicated to research and in 2018 conducted research for more than 50 companies, expanded its Organic Resource Center, and led experiments on multiple alternative crops. Agricenter is partnering with AgLaunch on creating and implementing the Digital Acre, which will provide testing grounds for proof-of-concept activities for new plant types, product and service testing and other technological innovations. **Arkansas State University, Murray State University, University of Tennessee** and other regional university partners will host mini-symposia and provide field testing support for AgTech entrepreneurs and farmers. **Tennessee Department of Agriculture** will provide farm-level supports for field trials. **University of Memphis** will host seminars related to the development of an agricultural digital commons, utilizing its expertise and research concentrations in things like drone technology, water chemistry, and microbiomes.

PROJECT MILESTONES AND TIMELINES

Milestones for each grant year are listed in Table X. For milestones with varying targets, numbers are noted by year.

Milestones	Year 1	Year 2	Year 3
Services agreement and IP framework executed with universities	*		
Services agreement and IP framework executed with Agricenter	*		
U of Memphis symposium on creating an agricultural digital commons	*		
Recruit AgTech teams to participate in AgLaunch365	5	5	5
Work with teams through customer discovery to prototype	5	5	5
Match teams with farmers	5	5-8	8-11
Implement field trials	5	5-8	8-11
Report on field trials at national event with investors	5	5-8	8-11
Incorporate field trial data into digital commons		*	*
U of Memphis symposium on findings from the agricultural digital commons			*

Tracking Mechanisms: The project team will establish a system for tracking outputs and outcomes of program activities during the first year of program implementation. We anticipate using Salesforce to track trial- and startup-level data.

ANTICIPATED IMPACTS

The project team estimates that the i6 grant will support 45 events, 16 technologies commercialized, 30 patents filed (and 21 granted), and 45 new partnerships between AgTech firms and farmers. We estimate that 80% of participants will acquire new skills both in commercialization—bringing ideas to market—and in development of data skills that will be critically important in 21st century agriculture.

Output Measures	2020	2021 Cum.	2022 Cum.
Number of events (e.g., networking or mentoring sessions, boot camps) held	15	30	45
Number of technologies commercialized	--	8	16
Number of patent applications filed	10	20	30
Number of patents granted	7	14	21
Number of participants with new partnerships	15	30	45
Percent of participants reporting new skills acquired from AgLaunch activities	80%	80%	80%

Based on assumptions enumerated at the bottom of the next table, we estimate that the i6 grant will result in \$37.3M in new venture capital investments and about 590 new jobs.

Outcome Measures	2022 Cum.	2024 Cum.	2027 Cum.
Total amount of angel, seed, VC, or other equity investments in each supported entity (\$M)	\$4.0	\$14.8	\$37.3
Number of supported entities	12	12	12
Average amount of angel, seed, VC, or other equity investments in each supported entity (\$M)	\$0.3	\$1.2	\$3.1
Number of new firms created and supported	4	8	12
Number of new products launched by participants	6	12	18
Number of direct jobs supported by equity investments	40	204	591

Assumptions: 1) 20% of AgLaunch365 i6 participants receive no venture or other equity funding; 2) 80% receive an average of \$0.25M in angel and seed funding within one year and \$0.5M within three years; 3) 50% receive early stage VC within five years; average amount is \$2.5M; 4) 5% receive late stage VC within five years; average amount is \$10M; 5) 5% receive late stage VC within seven years; average amount is \$10M; 6) \$1M in angel and seed will support direct 10 jobs; \$1M in early stage, 15 jobs; \$1M in late stage, 20 jobs. Note: average funding size from Finistere, 2018

In addition to the impacts on entrepreneurs and their firms, the project team anticipates that i6-related investments will have significant positive impact on the agricultural diversity and profitability in the Mid-South Delta. These impacts will be measured by comparing data on crops, sales, and profits from the 2017 and 2022 Agricultural Censuses.

Macro Indicators	Measure	Baseline
Mid-South Delta farm diversification	Revenue share, top 3 crops	2017 Census of Agriculture data
Mid-South Delta farm diversification	Revenue share, top 5 crops	2017 Census of Agriculture data
Mid-South Delta farm diversification	Revenue share, specialty crops	2017 Census of Agriculture data
Mid-South Delta farm profitability	Average profitability in commodity-focused counties	2017 Census of Agriculture data
Mid-South Delta farm profitability	Average profitability in specialty-focused counties	2017 Census of Agriculture data
Agriculture data digitized	Average number of total-year values per acre	Zero

SUSTAINABILITY PLAN

The AgLaunch i6 project will be implemented within the context of a larger organization that has support and buy-in from a variety of stakeholders (governments, universities, businesses) that have been instrumental in the formation of the organization and implementing its mission. AgLaunch has a strong board of directors focused on building contextually-relevant models to capture and value from its unique farm-centric innovation model. The sustainability strategy includes equity in deals and monetization of data. Other factors also suggest that this model is sustainable: AgTech has emerged as one of the fastest-growing verticals in venture funding, because of the substantial need associated with feeding a growing global population and because of promising science and innovation associated with key verticals (e.g., marketplace/fintech, precision ag). Because the AgLaunch model

is built around networks of relationships across the Mid-South Delta—many of which were years in the making—the network collectively forms a flexible, resilient model able to respond quickly to changes in farmers’ needs, innovation trajectories, and financing trends.

The project team has two *anticipated challenges*. The first is continuing to build out the farmer network and match AgTech innovators to farmers. Although there is little doubt that the farmer network will continue to grow, the pace of growth will affect our ability to reach our million-acre goal. A second, related challenge is mapping farm-level condition and trial data, i.e., the creation of a digital commons. As this idea moves from whiteboard to farm, we anticipate early challenges in coordinating data across sites and trials.

The project team anticipates that *post-award period operations* will have a great focus on building out and leveraging the agricultural digital commons that is critical to lowering costs of AgTech innovation across the U.S. We anticipate continuing our strong research relationships with universities across the Mid-South Delta while strengthening our relationship with the University of Memphis in order to take advantage of their expertise in drone technology, water chemistry, and microbiomes, all of which can be utilized to create and operationalize a digital commons.