GRANT CONTRACT
BETWEEN LAUNCH TENNESSEE
AND
KEC Ag Network

This Grant Contract, by and between Tennessee Technology Development Corporation, a Tennessee nonprofit corporation doing business as Launch Tennessee ("LaunchTN") and Knoxville Entrepreneur Center (the "Grantee"), is for the provision of high-impact entrepreneurial support services, as further defined in Attachment A's "Scope of Work."

The Grantee is a nonprofit and the Grantee's Place of Incorporation or Organization is Tennessee.

A. GENERAL:

A.1. Scope of Work. The Grantee shall provide all services and deliverables as required, described and detailed herein and shall meet all services and delivery timelines as specified by this Grant Contract's Attachment A.

A.2. Reporting. Within 10 days following the end of each calendar quarter due on October 10, 2020; January 10, 2021; April 10, 2021 and your final report due on July 10, 2021. Grantee will submit a report (each a "Quarterly Report") to LaunchTN containing supporting data for Grantee's events and activities during the prior calendar quarter, including, without limitation, information regarding the Scope of Work ("Scope of Work") and related Metrics ("Metrics") described in Attachment A. The form and content of the Quarterly Report will be provided by LaunchTN and may be updated by LaunchTN from time to time in same its sole discretion.

Grantee shall provide to LaunchTN along with each Quarterly Report information for all participants (companies and individuals) related to the Scope of Work (as identified in Attachment A). Such information shall be held by LaunchTN in compliance with all applicable data privacy and protection laws.

A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment: Attachment A outlines the Scope of Work and Metrics that will be used to monitor results, Attachment B presents the Budget associated with the Grant and Attachment C is included as a part of this Grant Contract and represents a Memorandum of Understanding between Knoxville Entrepreneur Center ("Grantee") and AgLaunch that outlines roles and responsibilities as it pertains to the operation of a Tennessee-based Agriculture Mentor Network.

B. CONTRACT PERIOD

B.1. Initial Term. This Grant Contract shall be effective for the period beginning September 1, 2020, and ending on August 31, 2021 (the "Initial Term"). This contract represents a pilot program and LaunchTN has the right to terminate the contract if metrics and outlined scope is not being met.

B.2. Extension Term. LaunchTN reserves the right to extend the Initial Term for an additional period or periods of time representing increments of no more than six (6) months (each an "Extension Term") and a total contract period of no more than eighteen (18) months, provided that such Extension Term is effected prior to the then-current expiration date of the Grant Contract by means of an amendment to the Grant Contract.

C. PAYMENT TERMS AND CONDITIONS

C.1. Maximum Liability. In no event shall the maximum liability of LaunchTN under this Grant Contract exceed the amount stated in this Grant Contract's Grant Budget. The Grant Budget, attached and incorporated hereto as Attachment B, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Payment Methodology. Grantee shall invoice LaunchTN for the Quarterly Payment according to the schedule stated in Attachment B and the Quarterly Payments will be made according to the schedule stated in Attachment B.

C.3. Delinquent Reporting and Right to Offset Payment. Grantee understands and acknowledges that Grantee's timely submission of invoices and Quarterly Reports is critical. Accordingly, Grantee agrees (i) that each instance of a late or otherwise non-compliant submission of any monthly report or invoice required by this Grant Contract entitles LaunchTN to assess a $1,500.00 penalty for each week of non-compliance; and (ii) that such amounts may be aggregated and offset against any payment amount otherwise payable to Grantee hereunder.

C.4. Invoice Requirements. The Grantee shall invoice LaunchTN quarterly following the schedule in Attachment B and present such electronically to:

Attn:Launch Tennessee
Launchtn@bill.com

cc: Katherine Reall
Katherine@launchtn.org

cc: Steve Lopez
Steve@launchtn.org

C.5. Disbursement Reconciliation and Close Out. At LaunchTN's discretion, the Grantee shall submit a grant disbursement reconciliation report within 30 days of the Grant Contract end date, the same to be in form and substance acceptable to LaunchTN.

a. LaunchTN shall not be responsible for the payment of any invoice submitted to LaunchTN after the grant disbursement reconciliation report.
b. The Grantee's failure to provide a final grant disbursement reconciliation report to LaunchTN as required shall result in the Grantee being required to refund any and all payments by LaunchTN pursuant to this Grant Contract.
c. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursement expenditures and revenue collections are NOT carried forward.

C.6. Payment of Invoice. A payment by LaunchTN shall not prejudice LaunchTN's right to object to or question any payment, invoice or matter in relation thereto. A payment by LaunchTN shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.7. Unallowable Costs. An amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment theretofore made, which are determined by LaunchTN, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.

D. STANDARD TERMS AND CONDITIONS

D.1. Required Approvals. LaunchTN is not bound by this Grant Contract until it is signed by the contract parties and approved by appropriate officials.

D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto and approved by the officials who approved the base contract.

D.3. Termination for Convenience. LaunchTN may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by LaunchTN. LaunchTN shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall LaunchTN be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount for which LaunchTN is liable shall be determined by LaunchTN. Should LaunchTN exercise this provision, the Grantee shall not have any right to any actual,

general , special, incidental, consequential, or other damages whatsoever of any description or amount.

D.4. Grantee's Failure to Perform. If the Grantee fails to properly perform or meet its obligations and targeted goals under this Grant Contract, LaunchTN shall have the right, without limitations of other rights, to immediately terminate the Grant Contract, offset payment by the penalty assessed, without payment of invoices, withhold payments in excess of fair compensation for completed services and, at its sole discretion, require Grantee to repay all or a portion of any funds provided to Grantee by LaunchTN under this Grant Contract.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of LaunchTN. If any such subcontracts are approved by LaunchTN, each shall contain, at a minimum, the sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.

D.6. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of 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, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
b. If any funds other than federally 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 Grant Contract or any federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants 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 Grant Contract was entered into and is a prerequisite for entering into this Grant Contract imposed by section 1352, title 31, *U.S. Code*.

D.7. Nondiscrimination. The Grantee hereby agrees, warrants and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated,* Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of LaunchTN, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

D.9. Public Notice. All notices, informational pamphlets, press releases, research reports, signs and similar public notices prepared and released by the Grantee shall include the statement: "This project is funded under an agreement with LaunchTN and/or the State of Tennessee." Any such notices by the Grantee shall be approved by LaunchTN.

D.10. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state and local laws, ordinances, rules and regulations and shall upon request provide proof of all licenses.

D.11. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Grant Contract. The books, records and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of not less than three (3) full years from the date of the final payment hereunder and shall be subject to audit at any reasonable time and upon reasonable notice by LaunchTN, the State of Tennessee, the Comptroller of the Treasury, or their duly appointed representatives. The records of non-for-profit entities shall be maintained in accordance with the *Accounting and Financial reporting for Non-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at https://www.comptroller.tn.gov/la/auditmanual.asp.

D.12. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods and materials that involve the expenditure of any funds derived from

LaunchTN require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated* Section 12-4-401 *et seq.*

D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by LaunchTN, the State of Tennessee, the Comptroller of the Treasury or their duly appointed representatives.

D.14. Progress Reports. The Grantee shall submit brief, periodic progress reports to LaunchTN as requested and detailed in A2.

D.15. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement methods is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from LaunchTN before purchasing any equipment under this Grant Contract.

D.16. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenant, conditions or provisions of this Grant Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term, covenant, condition or provision of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.17. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services.

D.18. Force Majeure. The obligations of the partners to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care, including, but not limited to, natural disasters, riots, wars, epidemics or any other similar cause.

D.19. LaunchTN Liability. LaunchTN shall have no liability except as specifically provided in this Grant Contract.

D.20. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws, rules and regulations in the performance of this Grant Contract.

D.21. Completeness. Other than with respect to those documents identified in Section A.3, this Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. Other than with respect to those documents identified in Section A.3, this Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the partners relating hereto, whether written or oral.

D.22. Headings. Section headings herein are for reference purposes only and shall not be construed as part of this Grant Contract.

D.23. Conflicts of Interest. The Grantee warrants that no part of any payment made by LaunchTN pursuant to this Grant Contract shall be paid directly or indirectly to an employee or official of the State of Tennessee or LaunchTN as wages, compensation or gifts in exchange for acting as an officer, agent, employee, subcontractor or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract. The Grantee acknowledges, understands and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or LaunchTN or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee or LaunchTN.

D.24. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be sujet to the exclusive, jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract.

D.25. Severability. If any terms or conditions of this Grant Contract are hald to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

E. SPECIAL TERMS AND CONDITIONS

E.1. Conflicting Terms and Conditions. Should any of the special terms and conditions of this Section E conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands or other communications required or contemplated by the Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier with an asset tracking system or by email with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or email address as set forth below or to that of such other party of address, as may be hereafter specified by written notice.

LaunchTN:

Launch Tennessee
Attn: Steve Lopez
Director of Strategy
90 Oceanside Drive
Nashville, TN 37204
steve@launchtn.org

Grantee:

Ag Network - KEC
Attn: Operations
17 Market Square #101
Knoxville, TN 37902
jim.biggs@knoxec.net

All instructions, notices, consents, demands or other considerations shall be considered effectively given upon receipt or recipient confirmation.

E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of LaunchTN, state and/or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, LaunchTN reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of contract by LaunchTN. Upon receipt of the written notice, LaunchTN will no longer be responsible for costs incurred by the Grantee associated with this Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from LaunchTN any actual, general, special, incidental, consequential or other damages whatsoever of any description or amount.

E.4. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained by Grantee in accordance with applicable state and federal law. All materials and information regardless of form, medium of method of communication, provided to the Grantee by LaunchTN or acquired by the Grantee on behalf of LaunchTN shall be regarded

as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy and ethical standards and shall not be disclosed.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee; previously possessed by the Grantee without written obligations to LaunchTN to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of LaunchTN's information; or disclosed by LaunchTN to others without restrictions against disclosure. Nothing in this paragraph shall permit Grantee to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of LaunchTN or third parties.

It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Grant Contract.

E.5. Work Papers Subject to Review. The grantee shall make all audit, accounting or financial analysis work papers, notes and other documents available for review by LaunchTN and/or the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

E.6. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, and its current and future subcontractors and their principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal or state department or agency;
b. Have not within a three (3) year period preceding this Grant Contract been convicted of or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or grant under a public transaction, or violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses detailed in section b. of this certification; and
d. Have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state or local) terminated for cause or default.

The Grantee shall provide immediate written notice to LaunchTN if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances its principals or the principals of its subcontractors are excluded or disqualified.

E.7. Federal Funding Accountability and Transparency Act (FFATA). This Grant Contract requires the Grantee to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those st forth herein, of FFATA are met and that the Grantee provides information to LaunchTN as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.
    i. The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
        1. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
        2. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
        3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at https://www.sec.gov/fast-answers/answers-execomphtm.html).

            Executive means officers, managing partners, or any other employees in management positions.

    ii. Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
        1. Salary and bonus.
        2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
        3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans

that do not discriminate in favor of executives, and are available generally to all salaried employees.

4. Change in pension value. This is the changes in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation which is not tax qualified.
6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Grantee must report executive total compensation described above to LaunchTN by the end of the month during which this Grant Contract is awarded.
c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to LaunchTN by the end of the month in which the amendment to this Grant Contract becomes effective.
d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant. More information about obtaining a DUNS Number can be found at http://fedgov.dnb.com/webform/.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which LaunchTN may terminate this Grant Contract for cause. LaunchTN will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the parties have by their duly authorized representatives set their signatures hereto.

LAUNCHTN:

TENNESSEE TECHNOLOGY DEVELOPMENT CORPORATION
(d/b/a Launch Tennessee)

BY: _____

TITLE: CEO

DATE: September 9, 2020

GRANTEE:

Ag Network - KEC

BY: _____

TITLE: Executive Director

DATE: 09/14/20

ATTACHMENT A
SCOPE OF WORK + METRICS

PROPOSAL SUBMISSION TEMPLATES	*The Proposal submission template is below. Please complete to detail the scope of work that aligns with the dollars awarded by this contract.*

Section	Description
*Strategic Priority *Identify the LaunchTN strategic priority this work supports.*	*Mentor Networks 2.0 – A network of resources for Agricultural Startups that will address strategic priorities associated with Capital Formation and Market Access.*
Objective **Detail your organization's objective of this work.*	*The Knoxville Entrepreneur Center (KEC), in partnership with AgLaunch, will lead an effort that includes expanding the existing AgLaunch mentor network across Tennessee to support more startups while working in participation/capacity building with statewide ECs and agricultural universities to build capacity for supporting agriculture innovation businesses in two primary ways:* *(1) Build on the five-year partnership of KEC and AgLaunch to run agritech and agrifood bootcamps. We will continue to partner with ECs across the state and to expand bootcamp capacity.* *(2) Institute a virtual Springboard-type program for a subset of startups using farmers as the key panel participants.* *Both projects will continue to build around AgLaunch365 accelerator program and farmer network proof-of-concept system with Tennessee Department of Agriculture*
*Tactics *Detail the steps or tools for how you will achieve the objective.*	*Mentor Network:* *Knoxville Entrepreneur Center (KEC) will utilize its network of ECs, location near ORNL and UTIA and other resources to leverage AgLaunch's existing mentor network to create more opportunities for agricultural startups and founders across the State of Tennessee. KEC will utilize the model that has been championed by Life Science Tennessee and Advanced Energy Association to bring together new mentors into the statewide initiative and share EIR responsibilities between Lilly (funded by LaunchTN) and Margaret (funded by AgLaunch) thereby expanding statewide reach and leveraging current EDAi6 funded mentor and POC center work led by AgLaunch.* *"No Business Plan survives first contact with a customer." This quote from entrepreneur Steve Blank is often used to describe the dangerous disconnect that occurs when entrepreneurs create products for a customer base whose needs they do not truly understand. We will mitigate this risk for Tennessee agtech entrepreneurs by working with the AgLaunch Farmer Network to get innovations into the hands of farmers as quickly as possible. Entrepreneurs will work collaboratively with farmers to ensure that new technologies address a true customer need and will be developed with input from future customers (farmers). AgLaunch works with a mentor network of 50 farmers across the state who provide feedback and advice on new innovations and collaborate directly with entrepreneurs to run field trials.* *In addition to farmers, we will work with industry experts to provide ag specific mentoring and industry expertise. We will use a structured process to guide entrepreneurs through key areas of growth, working individually with each mentee to develop a roadmap customized to their needs and business trajectory. Mentorship topic areas will include: business model, marketing plan, financial model and projections, intellectual property, valuation, market analysis, and financing, as well as agriculture specific topics such as: field trials, regulatory hurdles, and supply chain strategy. We will utilize Springboard, or a similar program, to track and measure mentor engagement and mentee progress.* *Bootcamp:* *For the past five years, KEC and AgLaunch have collaborated to run a summer bootcamp for agriculture entrepreneurs. This year, to reach new entrepreneurs and expand our capacity, we added two new partners: The Biz Foundry and Sync Space. We received applications from 21 entrepreneurs and accepted 8 into the 5-week virtual bootcamp. The bootcamp included a combination of structured programming and one-on-one mentorship. Below is a list of topics covered in this year's bootcamp programming:* *Ag Industry 101: Pete Nelson, Farmer & Executive Director of AgLaunch* *Business Model & Business Model Canvas: Jeff Brown, Executive Director of The Biz Foundry* *Customer Discovery: Jim Biggs, Entrepreneur & Executive Director of the Knoxville Entrepreneur Center* *Introduction to Accounting for Small Business and Entrepreneurs, Dennis Corley, Three Roots Capital* *How to Talk to Farmers, Margaret Oldham, Business Development & EIR, AgLaunch* *The Perfect Pitch, Jeff Brown, Executive Director of The Biz Foundry* *Intellectual Property in Agricultural Innovation: Kevin Christopher, RockRidge Law* *Regulation in Agricultural Innovation: Danny Sutton, Tennessee Department of Agriculture* *AgriMarketing: Fred Nichols, Archer Malmo* *Agribusiness Value-Chain: Jade Clark, Director of Value-Chain Ventures, AgLaunch* *Entrepreneur Panel: Mobius, Newton RFID, Poultry Lights* *Farm Economics & Value Extraction: Paul Kennedy, Field Trial Manager, AgLaunch* *Engaging the Agricultural Institutions that Can Help You Scale Your Startup: Maha Krishnamurthy, University of Tennessee Research Foundation; Shawn Carson, Haslam Business School, University of Tennessee* *Financing Strategy and Opportunities: Grady Vanderhoofven, Three Roots Capital; Dean Didato, Innova Memphis; Allie Mikels, LaunchTN.* *We believe a structured program combined with one-on-one mentoring is an ideal way to ensure that each startup is provided with a broad understanding of the critical topics in ag entrepreneurship, as well as an opportunity to take a deep dive into areas where they need the most support. We would like to build on the success of this year's bootcamp and partner with additional ESOs across the state in order to broaden our reach and increase capacity.* *Process:* *We will hold 1 bootcamp per year. During the course of the bootcamp, we will work with each team to develop a business model and strategic plan that includes future touchpoints with KEC and AgLaunch. They will also have the opportunity to apply for further support through the mentor network, or to the programming offered by AgLaunch through their AgLaunch 365 Accelerator.* *On an ongoing basis, KEC will also be accepting applications into the mentor network. Those applications will be screened by a three-person mentor panel for timeliness and suitability for the program. As mentioned above, bootcamp participants will also be invited to apply to continue with mentoring opportunities. Those startups accepted into the mentoring process will develop a customized roadmap and individual milestones that will guide their participation in the program. (Possible milestone examples: Minimum Viable Product, Finalized Pitch Deck, Field Trial, Incorporation, First Customer, Seed Round, etc.) Each team will meet regularly with our EIRs and will receive support from our mentor network as they pursue their unique milestones.* *Key Team Members:* *Lilly Tench* *Lilly believes in using innovation and entrepreneurship to address the world's most pressing problems. She has worked to support entrepreneurs through her previous role as Program Manager of PowerBridgeNY, a cleantech accelerator program run out of the Columbia University Technology Transfer Office; and as a member of the startup team and Director of Membership at New Lab, a technology innovation center in the Brooklyn Navy Yard. Lilly is currently pursuing a dual MBA and MS in Agricultural and Natural Resource Economics at the University of Tennessee, Knoxville. Lilly worked with the Knoxville Entrepreneur Center this past summer to coordinate the AgLaunch bootcamp and will be the manager of the Tennessee Agriculture Mentor Network.* *Margaret Oldham* *Margaret forged a career in agriculture with two major agchem companies, an experience sharing marketing company and serves in a business development capacity with AgLaunch. Throughout her career Margaret has successfully consulted with clients including Indigo Ag, Elanco Animal Health, FMC, Syngenta, BASF, Bayer Animal Health and Deere & Co. She has worked with clients to implement marketing strategies in animal health, crop protection and specialty crop segments. She is known as an innovative, customer-focused problem solver with the ability to take an idea from origination to standard operating procedure. One career highlight for Margaret was designing and leading the growth strategy for BeckAgConnects, a members-only online community for Ag professionals with more than 40,000 members. Margaret currently serves on the Agricenter International Board of Directors. Margaret will serve as the Lead EIR for the Tennessee Agriculture Mentor Network.* *Partnerships with Universities and Research Institutions:* *On August 28, 2019,AgLaunch hosted a meeting between the Tennessee Department of Agriculture, Oakridge National Lab, former LaunchTN executive director, and the Tech Transfer Office of Vanderbilt to strategize around how best to get technology out of the lab and into the hands of farmers. We will continue to work with these, and other institutions, to facilitate the process of bringing university technologies through our support programs and mentor network, and into the fields. This summer, four of the eight teams participating in our bootcamp are working with university-based technologies.* *Post-Program Engagement:* *Although there is a graduation date for our bootcamps, there is no end date to a company's participation in the mentor network. We will continue to support companies and connect them to relevant experts, advisers, and opportunities, even after they have completed their core milestones. We will stay in touch with companies and continue to track their progress and collect metrics as they grow. Eventually, we will invite past mentees to return as mentors to new companies, to continue the cycle of cultivating new innovation and entrepreneurship in Tennessee. This tactic is demonstrated by the participation of three Ag Entrepreneurs (and former participants) in the Agriculture Entrepreneur panel during our recent bootcamp.* *Events:* *In addition to bootcamps and mentor programming, we will hold Ag Innovation Showcases each year in different locations across the state. Ag Innovation Showcases will be fun, casual events with the goal of spotlighting Tennessee agricultural innovation and providing mentors and mentees the opportunity to meet, form new connections, and generate cross-pollination between innovators, farmers, and industry experts.*
*Implementation Timeline *Dates*	We will hold 1 bootcamp per year with approximately 6-8 teams in each cohort. After the bootcamp is complete, we will invite teams to apply to participate in the Tennessee Agriculture Mentor Network. We will work with each team accepted into the mentor network to develop a customized roadmap with individualized milestones that they will pursue over the coming year. Each team will meet regularly with our EIRs and will receive support from our mentor network as they pursue their unique milestones. Field trials and collaboration with farmers will be timed around the growing season Two Ag Innovation Showcases will be held in the first year, and 4 will be held in the second year
*Metrics/Output *Detail the required metrics (detailed in the Budget & Metric Template) will this work feed into and additional metrics you will track to measure impact.*	*We will collect initial metrics through our bootcamp application page and will survey companies each subsequent year of the program to keep metrics up to date.* *See Metrics (modified) tab.*

Additional Notes

Currently, there are really only two partners that have a role in executing on the proposed mentor program - KEC and AgLaunch. The others (Jeff, Heath, et. al.) are partners we expect to invite to be engaged with the program, but they don't have any commitments or responsibilities at this point. As with this past summer, I would expect Biz Foundry and Sync.Space to be part of the Bootcamp again, but beyond that, it's probably just referring people into the network, either as mentors or as entrepreneurs. Basically, us working with the network and Extension partners to turn over more rocks in TN. For AgLaunch, they're committing $100K over 2 years for Margaret's to match our funding. That will allow us to co-implement an expansion of their existing mentor network across Tennessee. AgLaunch (Margaret) will lead that by recruiting/coordinating access to the network, and we'll focus on adding capacity specifically in Tennessee through things like the Springboard program. We have discussed an MOU with Pete - don't have anything in place, but will be working on that if our proposal is accepted.

LTN Strategic Priority	Metric	NP FY21 Goal	Notes
Capital Formation	*Metrics collected from startups that have participated in your programming and are still engaged in your ecosystem.*		
	# startups receiving NP-controlled funds (if applicable)	2	We expect to have approximately 4 companies receive funding over the 2 year period from sources such as Innova, SBIR matching funds, etc.
	# startups reaching capital funding events	4	Approximately 8 over 2 year period
	# of these startups that represent diversity with respect to demographics	1	
	Patents/patent applications	2	
	SBIR/STTR applications supported	2	
	Meetings with potential investors	10	
	Business sales/product launches	4	
	Jobs created/retained	8	
	Counties represented (list)	Statewide	
Market Building	*Metrics collected for entrepreneurship center programming (i.e - accelerators, 48 hr launch, events, mentorship/EIR, etc.)*		
Cohorts	Program Name	AgLaunch Bootcamp	
	Program Type	Accelerator	
	Adult/Youth	Adult	
	Virtual/In-person	Combination of virtual and in-person	
	Number of applicants	12	
	# of participants	6 to 8	Approximately 12 to 16 over two year period
	# of participants who complete/graduate	6 to 8	
	# of participants that represent diversity with respect to demographics	2	Based on past metrics, approximately 1/3
	Counties represented (list)	Statewide	
	Capital raised/grants won	2	Startups from Bootcamp achieving capital events
	Jobs created/retained	4	
Event Metrics			
	Event Name	Ag Innovation Showcase	
	# participants	60	Likely these will be virtual networking events
	# of participants that represent diversity with respect to gender	15	
	# of participants that represent diversity with respect to demographics	20	
	Counties represented (list)	Knox, Shelby	
Mentorship/Office Hours	Metrics collected for mentorship or EIR programs		
	# of mentors engaged	10	
	# of mentor sessions completed	100	
	# of office hour events scheduled regularly	20	
	# companies participating in office hours	8	
	# technical assistance meetings	20	

Additional Notes re: capital events and jobs created/retained metrics: Capital Formation draws from all of the teams in the network, including, but not exclusive to, teams that have come out of the Bootcamp. Market Building is limited to teams that had been in the Bootcamp.

ATTACHMENT B
GRANT BUDGET

Network Partner	Ag Network
FY21 Contract Funding	$50,000

Use of LTN Funds	Notes	FY21 Total Budget	Estimated Spend - Q1	Estimated Spend - Q2	Estimated Spend - Q3	Estimated Spend - Q4
People	Mgmt and admin: KEC staff/personnel	$36,000	*$9,000*	*$9,000*	*$9,000*	*$9,000*
Supplies & Materials	Software platform & event expenses	$4,000	*$2,000*	*$0*	*$2,000*	*$0*
Consulting/Contract	Admin and expert support: outside contractors we bring in, possibly as speakers, to do marketing, etc.	$10,000	*$2,500*	*$2,500*	*$2,500*	*$2,500*
Travel	Travel for events	$0	*$0*	*$0*	*$0*	*$0*
Total		**$50,000**	*$13,500*	*$11,500*	*$13,500*	*$11,500*

ATTACHMENT B
GRANT BUDGET + QUARTERLY PAYMENTS SCHEDULE

Grant Budget Total = $50,000

Quarterly Payments - Invoice Schedule

Invoice #	Invoice 1	Invoice 2	Invoice 3	Invoice 4
Date Due to LTN	9/15/20	12/15/20	3/15/21	6/15/21
$	$12,500	$12,500	$12,500	$12,500

Quarterly Payments - Payment Schedule

Invoice #	Invoice 1	Invoice 2	Invoice 3	Invoice 4
Payment Date	9/30/20	12/31/20	3/31/21	6/30/21
$	$12,500	$12,500	$12,500	$12,500

ATTACHMENT C
MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding
Between
Knoxville Entrepreneur Center (KEC)
AND
AgLaunch Initiative ("AgLaunch")

This Memorandum of Understanding is effective as of the date signed by both parties by and between Knoxville Entrepreneur Center (KEC) located at 17 Market Square Suite 101, Knoxville, Tennessee 37902 hereinafter referred to as "KEC" and AgLaunch Initiative, a 501(c)(3) non-profit organization located at 88 Union Avenue, 6th Floor, Memphis, Tennessee 38103, hereinafter referred to as "AgLaunch".

WHEREAS, KEC is a business accelerator operating as a Network Partner for Launch Tennessee, a subsidiary of Tennessee Economic and Community Development Department that serves as the front door for entrepreneurs in the East TN region, and a resource for anyone looking to start or grow a business here. By nurturing and supporting a culture of entrepreneurship, we are fostering innovation, creativity and job growth within the Knoxville community; and

WHEREAS, AgLaunch is a 501(c)(3) non-profit organization formed as a joint initiative with Tennessee Department of Agriculture 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 allowing farmers to participate in the agtech startup businesses acquiring equity and/or other commercial benefits; and

WHEREAS, KEC and AgLaunch have collaborated for five years in creating cohort-based opportunities for early-stage agricultural related entrepreneurs to receive assistance related to lean startup basics and agriculture sector specific content as a Tennessee-based front door for AgLaunch365 accelerator. The collaboration has been funded by Launch Tennessee, Tennessee Department of Agriculture, Small Business Administration, and United States Department of Agriculture. These efforts have led to working with more than two dozen companies that are commercializing their products ranging from indoor agriculture to agtech and next generation food products, several of which have moved into additional support programs and pre-seed investment rounds; and

WHEREAS, KEC and AgLaunch desire to summarize the principal terms and conditions under which they will work together over the next two years by expanding mentor capacity, building with other statewide Entrepreneur Centers and universities, expanding bootcamp capabilities and recruitment, and instituting a Springboard-like program for a subset of bootcamp startups using farmers as the key panel participants;

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

KEC, in partnership with AgLaunch, will lead an effort that includes expanding the existing AgLaunch mentor network across Tennessee to support more startups; increasing access to LaunchTN opportunities; and working with statewide ECs and agricultural universities to build capacity for supporting agriculture innovation businesses. This work will continue to build around AgLaunch365 accelerator program and farmer network proof-of-concept system with Tennessee Department of Agriculture and the AgLaunch/KEC bootcamp.

Both organizations further agree to:

Joint Responsibilities

1. Build on the five-year partnership of KEC and AgLaunch to run agritech and agrifood bootcamps. We will continue to partner with ECs across the state and to expand bootcamp capacity;
2. Institute a virtual Springboard-type program for a subset of startups using farmers and aligned companies as the key panel participants;
3. Recruit, recommend, and evaluate potential entrepreneurs for the Springboard program;
4. Manage logistics and administrative functions for bootcamp(s);
5. Recruit and onboard mentors, including training; and
6. Collect necessary metrics to satisfy both AgLaunch's federal grant metrics and LaunchTN's required metrics.

Responsibilities of KEC

- Manage contract with Launch Tennessee to increase mentorship opportunities in agriculture across the State; and
- Lead the design and implementation of Springboard-like program (or some similar stage gate program) as an additional tool for helping agtech entrepreneurs; and
- Coordinate logistics, scheduling, and follow-up for Springboard participants, including onboarding entrepreneurs, managing progress, and ensuring access to appropriate resources.

Responsibilities of AgLaunch

- Provide overall support and integration of this program with the AgLaunch network in support of the goals of KEC and LaunchTN
- Provide agricultural specific content, presenters, and related resources for programming; and
- Coordinate farmers and aligned companies, including those assisting with the Springboard-like program; and
- Manage communications with farmers, mentors, and related partners; and

Terms and Conditions

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

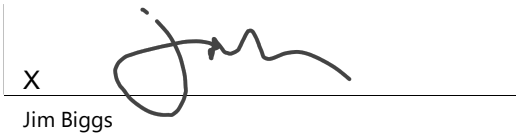
There is no funding that will be exchanged between AgLaunch and Knoxville Entrepreneurship center. Each entity will be responsible for funding to fulfill their responsibilities as outlined in this MOU, including but not limited to salary, travel, marketing and necessary contractual work.

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.

FOR KNOXVILLE ENTREPRENEUR CENTER:



X

Jim Biggs

Executvie Director, Knoxville Entrepreneur Center

Date: 9/8/2020

FOR AGLAUNCH:

X

Pete Nelson

CEO, AgLaunch

Date:

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FOR KNOXVILLE ENTREPRENEUR CENTER:

X _____

Jim Biggs

Executvie Director, Knoxville Entrepreneur Center

Date:

FOR AGLAUNCH:

Pete Nelson

CEO, AgLaunch

Date: 09/04/2020