

GRANT CONTRACT  
BETWEEN LAUNCH TENNESSEE  
AND  
TennSMART

This Grant Contract, by and between Tennessee Technology Development Corporation, a Tennessee nonprofit corporation doing business as Launch Tennessee ("LaunchTN") and TennSMART (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: this Grant Contract document with any attachments or exhibits.

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").

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](mailto:Launchtn@bill.com)

cc: Katherine Reall  
[Katherine@launchtn.org](mailto:Katherine@launchtn.org)

cc: Steve Lopez  
[Steve@launchtn.org](mailto: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 subject 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 held 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](mailto:steve@launchtn.org)

Grantee:

TennSMART  
Attn: Operations  
Claus Daniel  
TennSMART Operations & Member Relations  
[danielc@ornl.gov](mailto:danielc@ornl.gov)  
615-242-8856

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 or 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 set 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-execomphm.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: **9/17/2020**-----

**GRANTEE:**

TennSMART - Public-private intelligent mobility partnership

BY: -----

TITLE: President of the Board of Directors

DATE: 9/10/2020

**ATTACHMENT A**  
**SCOPE OF WORK + METRICS**

Scope of Work Template	Please complete to detail the scope of work that aligns with the dollars awarded by this contract.
<b>Section</b>	<b>Description</b>
Strategic Priority *Identify the LaunchTN strategic priority this work supports.	TennSMART's execution of an automotive and mobility network will address many of LaunchTN's strategic objectives. First, our membership and our broader network will bring seasoned automotive industry experts in areas ranging from manufacturing and supply chains to fleet management and autonomy to the state's most promising automotive entrepreneurs. As noted above, TennSMART's varied membership will enable us to match startups to all different kinds of companies to ensure they are getting access that will help them scale. As an organization, we regularly identify funding and grant opportunities from federal and private sources on automotive and mobility issues or—at a minimum—support our members' pursuit of such funding. We will expand our tracking to identify opportunities for startups to raise capital or seek investment. In addition, Hall Strategies' successful experience with SBR/STR applications through Life Science Tennessee is valuable in helping automotive startups as they begin to submit applications. We will make connections to SBR/STR grant winners for grant writing support and guidance. In line with LaunchTN's market-building strategy, TennSMART will use the collaboration between entrepreneurs and their mentors across the state as a model to create an accountable environment for both startups and the industry. We will seek regular feedback and treat our mentors and mentees as thought partners in developing an ecosystem that supports companies as they build and scale in Tennessee. Within LaunchTN's Systemic Resource Deployment strategy, TennSMART's Automotive and Mobility Network will become a "front door" for automotive startups to engage with the broader LaunchTN network, as well as serve as ambassadors for Tennessee's automotive startups in government relations and advocacy.
Objective *Detail your organization's objective of this work.	TennSMART members are already engaged in numerous economic and entrepreneurial development programs in Tennessee and across the U.S., including the TN Advanced Energy Business Council, Innovation Crossroads at ORNL, and TechStars. We understand the models, and we have experience working with new technologies and startups. Our organization will rely on the best practices already employed through LaunchTN's Life Science and Energy Networks using the stage-gate model of mentorship developed by San Diego CONNECT's Springboard program. We know this to be a flexible and structured program that brings accountability to the process of company development, while also providing startups with access to experienced mentors.  In the first year, TennSMART hopes to develop a solid foundation for the Automotive and Mobility Network, with aggressive marketing, program building, and recruitment of exciting companies and mentors. It is our goal to mentor two to three companies in the first year, tapping the expertise of at least 15 mentors from some of the leading names in automotive and transportation in our state, such as Nissan, Bridgestone, Lyft, and FedEx.
Tactics *Detail the steps or tools for how you will achieve the objective.	TennSMART is already a robust, mobilized industry association with an impressive and growing list of industry leaders, academic research institutions, and government partners. The consortium is best positioned to quickly and efficiently enact an automotive and mobility mentor network through our existing activities and structures. Our initial goal for FY21 will be to aggregate our assets and bring the startups, technologies, and mentors under the TennSMART Mentor Network umbrella. Much of the beginning of the year will be focused on program structure and marketing. However, the beauty of the Springboard model is that with concentrated, but very approachable training of just a few mentors, the program can begin.  TennSMART will provide the framework in FY21 for introducing and training mentors and companies in the Springboard mentoring model. Our goal is to recruit 15+ mentors by end of the first year. We will do this by tapping our existing members and their networks. We will also begin to explore other ways to socialize the program, including by organizing Mentor Meetups at planned TennSMART biannual events. Of note, these events are held in rotating markets across the state, allowing us to ensure we are reaching mentors statewide.  That said, we know from experience that we can begin the program with five to seven mentor and just one to two companies. As we bring in new mentors and companies, we'll continue to scale and evolve the program.
Implementation Timeline *Dates	<p>Program Timeline</p> <p>August 2020 Program Announcement Sign and approve contracts with program administrators</p> <p>September 2020 Initial training of program leads Seminar on program and background Recruitment begins TennSMART monthly meeting announces program with members and prospects</p> <p>October 2020 Mentor training session Company and mentor recruitment continues TennSMART monthly meeting includes program recruitment</p> <p>November/December 2020 Mentoring first company begins TennSMART bi-annual meeting has start up focus; recruitment event</p> <p>January/February 2021 Mentoring second company begins 15 mentors working in the program TennSMART monthly meeting includes program updates and recruitment</p> <p>March/April 2021 Company 1 completes the program; begins funding events Company 3 begins program TennSMART bi-annual meeting features Network companies</p> <p>May/June 2021 Company 2 completes the program; begins funding events Company recruitment continues Companies recruited to participate in 3868 events TennSMART monthly meeting includes program recruitment</p> <p>July – September 2021 Monthly TennSMART Virtual Meetings Recruit and target a total 3 to 5 companies actively in the program Recruit 25+ mentors into the program Complete a joint final panel/funding event for the first 1 to 2 graduates in the program</p> <p>October – December 2021 TennSMART Fall Meeting Recruit and target a total 3 to 5 companies actively in the program Begin planning a capital funding event, pitch competition</p> <p>January – March 2022 Monthly TennSMART Virtual Meetings Recruit and target a total 3 to 5 companies actively in the program</p> <p>April – June 2022 TennSMART Spring Meeting Complete a joint final panel/funding event for the next cohort of program graduates Recruit and target a total 3 to 5 companies actively in the program Target 40+ mentors into the program</p>
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.	<p>The goal of TennSMART's Automotive and Mobility Network will be to develop quality startups that drive innovation in our industry by connecting them with opportunity and capital to help them commercialize.</p> <p>Our program will be statewide with mentoring sessions taking place online, as well as by phone and in person when that is achievable. The focus in the first year of the program will be on structure, marketing, and implementation. We will actively market the program at eight to 10 TennSMART events throughout the year, seeking to engage mentors and companies each time as recruitment ambassadors.</p>

LTN Strategic Priority	Metric	NP FY21 Goal	Notes
<b>Capital Formation</b>	<i>Metrics collected from startups that have participated in your programming and are still engaged in your ecosystem.</i>		
	# startups receiving NP-controlled funds (if applicable)	0	
	# startups reaching capital funding events	2	
	# of these startups that represent diversity with respect to demographics	1	
	Patents/patent applications	0	when you enter the program all patents should be done
	SBIR/STTR applications supported		unknown
	Meetings with potential investors	4	
	Business sales/product launches		unknown
	Jobs created/retained	3 to 4	
	Counties represented (list)	all	statewide
<b>Market Building</b>	<i>Metrics collected for entrepreneurship center programming (i.e - accelerators, 48 hr launch, events, mentorship/EIR, etc.)</i>		
<b>Cohorts</b>	Program Name	Automotive and Mobility Mentor Network	
	Program Type	Mentor Network	
	Adult/Youth	Adult	
	Virtual/In-person	Virtual/In-person	
	Number of applicants	5	
	# of participants	5	
	# of participants who complete/graduate	2	
	# of participants that represent diversity with respect to demographics	1	
	Counties represented (list)	all	statewide
	Capital raised/grants won	2	
	Jobs created/retained	3 to 4	
<b>Event Metrics</b>	Event Name		Mentor Network Events
	# participants	30	
	# of participants that represent diversity with respect to gender	12	
	# of participants that represent diversity with respect to demographics	5	
	Counties represented (list)	all	statewide
<b>Mentorship/Office Hours</b>	<i>Metrics collected for mentorship or EIR programs</i>		
	# of mentors engaged	20	
	# of mentor sessions completed	15	this includes panels and mentor sessions
	# of office hour events scheduled regularly	20	this includes 1:1 mentoring between mentors and mentees
	# companies participating in office hours	3	
	# technical assistance meetings	50	
<b>Additional Notes</b>	We included what we felt were achievable metrics for the first year. This would be a new program for a young organization. While some of our members and administration are familiar with how to manage a successful Mentor Network, we wanted to set ourselves up for success. That said, we agree that our Network is very strong and, given initial interest among members, we may be able to recruit 20 mentors. As we have not yet engaged extensively with startups in the industry to date, and want to ensure quality startups, we think three companies remains an appropriate metric. However, through our partnerships with Innovation Crossroads and others, it may be likely that once we start looking we identify five companies who qualify. To help identify potential startups and recruit mentors, we will also pursue several informational/marketing sessions in the fall and spring and aggressively market the session to academic institutions, tech transfer offices and LaunchTN Network Partners.		

**ATTACHMENT B  
GRANT BUDGET**

Network Partner
FY21 Contract Funding

TennSMART  
\$50,000

Use of LTN Funds	Notes	FY21 Total Budget	Estimated Spend - Q1	Estimated Spend - Q2	Estimated Spend - Q3	Estimated Spend - Q4
People	Parttime Program Director/Administrator: Modeled off the Life Science Mentor Network, the program director would help to establish the program and take the lead in the mentoring process. The program director should have strong background and experience in helping startups raise capital and commercialize their products.	\$22,000	\$5,500	\$5,500	\$5,500	\$5,500
Supplies & Materials	Graphic design, promotional materials	\$6,000	\$2,000	\$2,000	\$1,000	\$1,000
Consulting/Contract	Program administration: The program administration would be filled by Hall Strategies and TennSMART's management committee and would handle administrative tasks, such as coordination and reporting to LaunchTN, scheduling panels, communications related to the Mentor Network, etc.	\$22,000	\$5,500	\$5,500	\$5,500	\$5,500
Travel						
<b>Total</b>		<b>\$50,000</b>	<b>\$13,000</b>	<b>\$13,000</b>	<b>\$12,000</b>	<b>\$12,000</b>

**ATTACHMENT B**  
**GRANT BUDGET + QUARTERLY PAYMENTS SCHEDULE**

**Grant Budget Total = \$50,000**

**Quarterly Payments - Invoice Schedule**

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

**Quarterly Payments - Payment Schedule**

<i>Invoice #</i>	Invoice 1	Invoice 2	Invoice 3	Invoice 4
<i>Payment Date</i>	9/30/20	12/31/20	3/31/21	6/30/21
<b>\$</b>	\$12,500	\$12,500	\$12,500	\$12,500

## MEMORANDUM OF UNDERSTANDING

To: Gary Rawlings  
From: TennSMART  
Date: September 15 2020  
Re: Program Director with the Automotive & Mobility Mentor Network

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By way of an agreement between Gary Rawlings and TennSMART, Gary Rawlings has been selected to serve as the program director and lead Entrepreneur in Residence for the Automotive & Mobility Mentor Network.

Gary will take the lead in the mentoring process—serving as the primary contact for the companies who are in the program and working to identify their needs, match them with appropriate mentors from our network, and facilitate panels and mentor sessions. He will also be the primary contact for our mentors and lead trainings so they are familiar with the program structure.

Program administration, including scheduling panels and marketing the program, will be managed by Hall Strategies.

Per our contract with Launch Tennessee (LaunchTN), dated September 10, 2020, we have set the following metrics for the first year of the Automotive & Mobility Mentor Network:

- 5 companies who have entered and/or graduated from the program
- 20 mentors from our members and other investors and domain experts
- 4 meetings with investors

As included in our contract with LaunchTN, the funding for the program director will be allocated as such:

- \$22,000/year paid in monthly installment checks from TennSMART

The referenced contract between TennSMART and LaunchTN also includes the subcontractor's compliance with the following clauses: D.5. Subcontracting; D.6. Lobbying; D.7. Nondiscrimination; D.8. Public Accountability; D.9. Public Notice; D.11. Public Records; and D.23. Conflicts of Interest.

The undersigned representative of TennSMART and Gary Rawlings have read and agree with this MOU.

  
\_\_\_\_\_  
Claus Daniel  
TennSMART

9/17/20  
Date

  
\_\_\_\_\_  
Gary Rawlings

9/15/20  
Date

## **Justification for Non-competitive Procurement**

As outlined in the proposal to Launch Tennessee, TennSMART has contracted with Hall Strategies to manage the day to day operations of the consortium, including communications and marketing, board and member relations, and event support. Over the two years that TennSMART has retained Hall Strategies for these services, Hall Strategies has developed unique expertise of the consortium and the smart mobility industry.

Given Hall Strategies work with Life Science Tennessee and BioTN, the agency also has strong familiarity with LaunchTN's Mentor Networks program. TennSMART believed this to be advantageous to receiving the grant and managing the program if selected. For these reasons, the TennSMART Board of Directors agreed to add administration of the Mentor Network to Hall Strategies' existing contract with TennSMART and did not undergo a competitive procurement process.

TennSMART has also retained the services of Gary Rawlings to be the lead Entrepreneur-in-Residence for the Automotive and Mobility Mentor Network program. Gary has been identified as uniquely qualified for this role because of his extensive experience in the LaunchTN Mentor Network program where he has served as a mentor for more than five years in both the life sciences and energy verticals. Gary is currently helping to execute the Innovation Crossroads program at ORNL. Given these important experiences and networks Gary brings together, TennSMART has retained Gary at a reasonable cost to manage the program alongside Hall Strategies' administrative role.