

GRANT CONTRACT
BETWEEN LAUNCH TENNESSEE
AND
THE NASHVILLE ENTREPRENEUR CENTER

This Grant Contract, by and between Tennessee Technology Development Corporation, a Tennessee nonprofit corporation doing business as Launch Tennessee ("LaunchTN") and the Nashville 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, 2022; January 10, 2023; April 10, 2023 and your final report due on July 10, 2023. 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 at 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). The Grantee shall retain records of all submitted Quarterly Reports and is required to share past Quarterly Reports upon the request of Launch Tennessee. The Grantee shall retain company-level metric records that are related to the Quarterly Report metrics on file for 5 years and is required to share company-level metric records upon at the request of Launch Tennessee. 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 July 1, 2022, and ending on June 30, 2023 (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. All non-joint events shall be considered covered under the maximum amount due in this Grant Contract's Grant Budget. Additional invoices exceeding budget forecasting in the Grant Contract will not be approved. 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: Ashlin Wildun
ashlin@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 seven (7) 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: Lindsey Cox
1323 6th Avenue North
Nashville, TN 37208
lindsey@launchtn.org

Grantee:

The Nashville Entrepreneur Center
Attn: Jane Allen
41 Peabody Street
Nashville, TN 37210
Jane.allen@ec.co

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 offense 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/>.

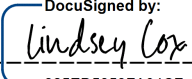
The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which LaunchTN may terminate this Grant Contract for cause. LaunchTN will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance 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:  DocuSigned by:
325ED5859FA04CF...

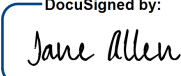
TITLE: Chief Executive Officer

7/1/2022

DATE: _____

GRANTEE:

The Nashville Entrepreneur Center

BY:  DocuSigned by:
4B9730CE898E408... Jane Allen

TITLE: CEO

6/23/2022

DATE: _____

ATTACHMENT A SCOPE OF WORK + METRICS

In alignment with LaunchTN's FY23 Strategic Priorities of:

Strategy OKRs	Marketing OKRs
1. Diversify and increase revenue sources	1. Grow awareness, visibility, and anticipation of the Festival to new heights
2. Growth in geographic and diversity opportunities through our Partners	2. Increase engagement/key engagement metrics with Launch Tennessee's brand- social channels, email communications, website traffic, original video, audio, and written content
3. Increase available capital for startups	3. Drive awareness of and participation with LaunchTN's major strategic initiatives- geographic, innovation, capital, ecosystem development, revenue partnerships, network partners, and mentoring networks
4. Retain and recruit growth in innovation opportunities through expanded industry networks and targeted tech sectors	

LaunchTN Network Partners are required to submit the below quarterly and annual metrics under the A.2 Reporting section. Grantee shall submit Scope of Work and Budget Worksheet attached to the signed agreement.

FY23 Metrics

*Scope of Work should reflect metrics if applicable; Required Metrics denoted by an * ;*
NonLaunchTN Funding Metrics Required

Capital:

- # of capital funding events (rounds, notes, SAFEs, etc)*
 - \$ raised
 - # capital funding events in your network whose CEO represent an underserved background which include the following: Military status, Gender, Disability, Rural, and Race
 - Counties Represented (summary list)

Market Building:

- # of new jobs created from companies in your network*
- # of jobs retained from companies in your network*
- # of events*
 - # of event participants*

- Counties represented (summary list)
- # of startups launched out of programs

- # of program graduates
 - # graduated participants who represents an underserved background which include the following:
Military status, Gender, Disability, Rural, and Race
 - Counties represented (summary list)

Mentorship:

- # of mentor sessions completed
- # of companies participating in office hours

Business Development:

- # of Pilots completed by startups
- \$ Pilot Revenue
- # of startups in your network*
- # of startups served each quarter*

University Engagement:

- # of students participating in internships with startups
- # of student companies in your network

Recruitment:

- # of companies brought to TN from out-of-state by the Network Partner*
- #number of relocation perspectives that reach out to the Network Partner to explore moving to TN*

Non-LaunchTN Funding

- # of Sponsors Engaged*
- # of Grants Applied for*
- Total revenue budget*

PROPOSAL SUBMISSION TEMPLATES	The Proposal submission template is below. Please complete to detail the scope of work for each vertical/initiative that aligns with the dollars awarded by this contract.
<p>The EC is grateful for the opportunity to request an additional \$80,000 in FY23, for a total of \$300,000 (as opposed to the \$220,000 in grant funds administered to the EC in FY22). These extra funds come at a critical time and will enable the EC to thrive in a market that is both (1) finding drastically increased demand for in-person events and hybrid events, which are driving up costs for the EC beyond the more virtual-only focus of much of the work in FY22 and (2) experiencing macro-economic uncertainty that is potentially disruptive to the EC's traditional funding model and cost structure. These extra funds will help the EC sustain momentum and deliver excellent value to entrepreneurs, investors, and advisors in Middle TN in this evolving business environment. For example, in person event costs for Project Music & Entertainment are forecasted to be at least \$24,000 more in FY23 than in FY22. This sort of increase in costs is happening across all six of the programs identified in this submission. This additional \$80,000 will help us grow and uphold all of these programs, and we see that cost breakdown looking the following way:</p> <p>•People: \$40,000 (increased to run a fully utilized building, manage in person events, sustain program delivery at increased costs, etc...)</p> <p>Budget Increase Narrative</p> <p>•Supplies & Materials: \$40,000 (increased for event costs for in-person programming and new programming, technologies to increase value for entrepreneurs and drive efficiencies)</p>	
Section	Description
Strategic Priority *Identify the LaunchTN strategic priority this work supports.	<p>The Nashville Entrepreneur Center's (EC's) mission is to connect entrepreneurs to the critical resources they need to start and grow businesses. The EC's vision is for Middle Tennessee to be recognized nationally as one of the best places in the United States to start and grow a business. This mission and vision, and all the work that supports them, directly aligns with LaunchTN's mission to make Tennessee the most startup friendly state in the United States. Thus, while all of the EC's work directly and indirectly aligns with and supports LaunchTN's mission, vision, and strategy, the EC's work most directly aligns with the following OKRs identified by LaunchTN:</p> <p>•Strategy OKR 2: Growth in geographic and diversity opportunities through our Partners. •Strategy OKR 3: Increase available capital for startups. •Strategy OKR 4: Retain and recruit growth innovation opportunities through expanded industry networks and targeted tech sectors.</p> <p>Additionally, the EC would like to emphasize that it is excited to support all of LaunchTN's stated Marketing OKRs.</p>
Objective *Detail your organization's objective of this work.	<p>The primary objective of all of the EC's work is to help entrepreneurs succeed. The EC pursues this objective by connecting entrepreneurs to resources that increase their probability of success, their speed to success, and the size of their success. While the EC connects entrepreneurs to many resources in these efforts, the majority are some combination of (1) insights to entrepreneurial processes (2) insights to the industries in which the entrepreneurs are working (3) connection to advisors and mentors for 1x1, specific guidance (4) connection to an optimal community for entrepreneurial growth and (5) connection to tangible resources like customers, capital, vendors, and talent. Each program or service line connects different groups of entrepreneurs to these resources in specific ways. Within this context, the primary programs and service lines that LaunchTN funding supports, and their areas of focus, are identified below:</p> <p>•InFlight – Focused support for entrepreneurs already growing early-stage businesses in Middle Tennessee.</p> <p>•Membership – Support for entrepreneurs at all stages and in all industries looking to access a community and resources that can help them grow in Middle Tennessee.</p> <p>•PreFlight – Focused support for entrepreneurs in the idea phase of creating a business.</p> <p>•Project Healthcare – Focused support for healthcare entrepreneurs helping to build the future healthcare ecosystem in Nashville.</p> <p>•Project Music & Entertainment – Focused support for music and entertainment entrepreneurs helping to build the future music and entertainment ecosystem in Nashville.</p> <p>•Twende Statewide – Focused support for entrepreneurs of color across the state, helping to build a world where the demographics of successful entrepreneurs match the demographics of the general population.</p>
Tactics *Detail the steps or tools for how you will achieve the objective.	<p>•InFlight: The EC opens applications to all Middle TN entrepreneurs, vets applications, and selects the most promising businesses that the EC can support for participation in the program. Once in the program, founders have weekly programming, a dedicated mentor, access to more than 300 advisors, access to an EC staff member for concierge support, and monthly tracking of their performance versus their own goals. As appropriate, entrepreneurs are further introduced to potential customers, investors, and other supporters. Entrepreneurs are also featured at EC events, including the InFlight Showcase. These efforts are ongoing throughout the entire year.</p> <p>•Membership: Entrepreneurs may join different membership tiers at the EC at any time throughout the year for year-round support. Members are given access to an online directory of members and advisors; a slack channel to share support, needs, and opportunities; regular events to connect and support the community; and differing levels of access to the EC's physical space and advisors based on their membership tier.</p> <p>•PreFlight: PreFlight is a 14-week program that runs 3 times per year following a set curriculum. Participating entrepreneurs have access to weekly class sessions, EC advisors, a supportive community, and the option to participate in a graduation "PreFlight Pitch Night" in front of the community.</p> <p>•Project Healthcare: Project Healthcare recruits entrepreneurs from around the United States, once a year, to participate in a 9-month healthcare business concierge accelerator program. Applicants are selected by a panel of judges focusing on the needs of and opportunities in Nashville's healthcare community. Selected companies participate in virtual programming and mentorship throughout each month and have dedicated onsite visits at the EC and with various members of the Nashville Healthcare ecosystem quarterly. Participating entrepreneurs receive a dedicated mentor, access to more than 300 advisors, access to an EC staff member for concierge support, and monthly tracking of their performance versus their own goals. As appropriate, entrepreneurs are further introduced to potential customers, investors, and other supporters. Entrepreneurs are also featured at EC events, including the Project Healthcare Showcase.</p> <p>•Project Music & Entertainment: Project Music & Entertainment serves a dedicated group of promising, Middle-Tennessee based entrepreneurs growing music and entertainment businesses. Entrepreneurs receive dedicated programming, regular community convenings, access to EC advisors, and access to an EC concierge for ongoing supports. As appropriate, entrepreneurs are further introduced to potential customers, investors, and other supporters.</p> <p>•Twende Statewide: Twende Statewide serves a network of founders of color throughout the state of Tennessee. Entrepreneurs from across the state may apply to the program. Accepted entrepreneurs receive access to bi-weekly programming support, a dedicated entrepreneur coach, access to more than 300 advisors, access to an EC staff member for concierge support, and monthly tracking of their performance versus their own goals. As appropriate, entrepreneurs are further introduced to potential customers, investors, and other supporters. Entrepreneurs are also invited to participate in Twende Summit.</p> <p>All of the above programs rely heavily on many resources for the EC to deliver value with excellence. The EC is working hard to strengthen its offerings and all the supporting value it can deliver, such as by increasing its ability to connect entrepreneurs to capital, to customers, and to the very best advisors.</p>

Implementation Timeline *Dates	<ul style="list-style-type: none">•InFlight:<ul style="list-style-type: none">o7/1/22: 2022 Cohort has already begun.oNovember 2022: 2022 Cohort GraduationoNovember, December 2022: Recruiting for 2023 CohortoJanuary 2023: 2023 Cohort Starts•Membership:<ul style="list-style-type: none">oMembership is open on an ongoing, rolling basis. Events take place throughout the year. Services are provided year-round.•PreFlight:<ul style="list-style-type: none">o7/1/22: 2022 Cohort 2 will be in session.oSeptember 2022: 2022 Cohort 2 graduates.oSeptember 2022: 2022 Cohort 3 starts.oDecember 2022/January 2023: Cohort 3 graduates.oJanuary 2023: 2023 Cohort 1 starts.oApril 2023: 2023 Cohort 1 graduates.oMay 2023: 2023 Cohort 2 starts.•Project Healthcare:<ul style="list-style-type: none">oJuly 2022: 2022 Cohort Graduates.oSeptember 2022: 2023 Cohort starts.oJune 2023: 2023 Cohort graduates.•Project Music & Entertainment:<ul style="list-style-type: none">oProgram is ongoing, year-round, with rolling admissions.•Twende Statewide:<ul style="list-style-type: none">oNovember 2022: 2022 Cohort graduatesoJanuary 2023: 2023 Cohort startsoJune 2023: Twende Summit
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.	See Metrics Tab.

LTN Strategic Priority	Metric	Definition	Example	NP FY23 Goal	Notes
Capital Formation	<i>Metrics collected from startups that have participated in your programming and are still engaged in your ecosystem.</i>				
	# capital funding events (rounds, notes, SAFEs, etc)	This is only for startups in your network. <i>* Startups in this metric area can start to be detailed in this is only for startups in your network.</i>	3	25	
	- \$ raised	<i>* Startups in this metric area can start to be detailed in this is only for startups in your network.</i>	\$150k	\$ 11,500,000	
	# capital funding events in your network whose CEO represent an underserved background which include the following: Military status, Gender, Disability, Rural, and Race	Of the startups that reached a capital funding event, how many of their CEO's meet at least one criteria of an underserved community (qualifications include coming from any one of the following backgrounds: Military Service, Gender, Disabled, Person of Color, or Rural)	10 Veterans, 20 Persons of Color, 2 Rural and Veteran		9
	Counties represented (summary list)	This is for the county of business operations	Shelby, Fayette, Giles	Davidson, Williamson	
Market Building	<i>Metrics collected for entrepreneurship center programming (i.e - accelerators, 48 hr launch, events, mentorship/EIR, etc.)</i>				
	# of new jobs created from companies in your network	This is only for the number of new jobs created during this reporting period	20	100	
	# of jobs retained from companies in your network	This is only for the number of jobs retained by startups during this reporting period		1000	
	# of event participants	This is for virtual or live participants.	100	2500	
NEW	# of events	This is for virtual or live participants.	50	100	
	Counties represented (summary list)	This is for the county of business operations	Knox, Anderson, Putnam, Shelby	Davidson, Williamson, Sumner, Rutherford	
	# of program graduates	This is programs that are for entrepreneur curriculum, accelerators. This does NOT include webinars, lunch and learns, etc.	50	115	
	# graduated participants who represents an underserved background which include the following: Military status, Gender, Disability, Rural, and Race	Of the program graduates, how many graduates meet at least one criteria of an underserved community (qualifications include coming from any one of the following backgrounds: Military Service, Gender, Disabled, Person of Color, or Rural)	10 Veterans, 20 Persons of Color, 2 Rural	65	
	Counties represented (summary list)	This is for the county of business operations	Knox, Anderson, Putnam, Shelby	Davidson, Sumner, Rutherford, Robertson, Williamson, Wilson, Montgomery, Cheatham	
NEW	# of startups launched out of programs	The number of new legally created startups from your quarterly offerings		10	Most of our companies must be legally formed before joining into a program. We have other engagement vehicles for companies that have not legally formed yet. Our program for companies that are not legally formed ends in a decision they can make after the program to legally form or not, and then once they do so and commit to the business, can join the next program.
Mentorship	<i>Metrics collected for mentorship or EIR programs</i>				
	# of mentor sessions completed	Mentor= individual with industry expertise to assist company within their industry. Session= meaningful strategic session to assist company with roadblock/planning/moving forward	5	1000	
	# of companies participating in office hours	Startups in your network participating in a general meeting with an employee or service provider in their	20	20	
Business Development	<i>Metrics collected for startup growth</i>				
	# of Pilots completed by startups	Number of companies in your network that had customer adoption with their products/services toward a purchase order or subscription event	14	3	
	\$ Pilot Revenue	Aggregate dollars in revenue generated through the transaction of products or services from Pilot(s)	\$1M	\$100,000	
	# of startups in your network	This is only for startups in your network	100	500	
	# of startups served this quarter			500	
University Engagement	<i>Metrics collected for student founders and startups</i>				
	# of students participating in internships with startups	This is only for startups in your network.	5	5	
	# of student companies in your network	Students involved at the NP center or receiving resources include students participating: EC curriculum, business development, market building, office hours, and mentor sessions.	15	10	
Recruitment	<i>Metrics collected for attracting startups and talent to TN</i>				
	# of companies brought to TN from out-of-state by the Network Partner	This is only for startups in your network.	5	3	
	# number of relocation prospectives that reach out to the Network Partner to explore moving to TN	This is only for prospectives in your network.	5	10	
Non-LaunchTN Funding	<i>Annually reported: EC partnerships and funding growth</i>				
	# of Sponsors Engaged	# of sponsors secured	5	30	
	# of Grants Applied for (list "foundation" or "government")	state, federal, or private grant applications	2 Gov, 1 Foundation	3 Gov, 3 Foundation	
	Total revenue budget	total dollars	\$400k	\$3M	

**ATTACHMENT B
GRANT BUDGET**

Grant Budget Total = \$300,000

Quarterly Payments - Invoice Schedule

<i>Invoice #</i>	Invoice 1	Invoice 2	Invoice 3	Invoice 4
<i>Date Due to LTN</i>	9/15/22	12/15/22	3/15/23	6/15/23
\$	\$75,000	\$75,000	\$75,000	\$75,000

Quarterly Payments - Payment Schedule

<i>Invoice #</i>	Invoice 1	Invoice 2	Invoice 3	Invoice 4
<i>Payment Date</i>	9/30/22	12/31/22	3/31/23	6/30/23
\$	\$75,000	\$75,000	\$75,000	\$75,000

Network Partner
FY23 Contract Funding

Use of LTN Funds	Notes	FY23 Total Budget	Estimated Spend - Q1	Estimated Spend - Q2	Estimated Spend - Q3	Estimated Spend - Q4
People	Program Delivery & Operational Support	\$200,000	\$50,000	\$50,000	\$50,000	\$50,000
Supplies & Materials	Program Delivery, Marketing, Software/Tech	\$60,000	\$15,000	\$15,000	\$15,000	\$15,000
Consulting/Contract	Contracted Leaders such as Program Chairs, EIRs, Advisor Leads, Podcast, Digital Content & Marketing Resources	\$40,000	\$10,000	\$10,000	\$10,000	\$10,000
Travel						
Total		\$300,000	\$75,000	\$75,000	\$75,000	\$75,000