

**EXECUTIVE DOCUMENT SUMMARY**

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A293-2-21 Fund-10303	2. Date prepared: 12/15/2023
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3. CONTRACTS & LEASES

<input type="checkbox"/> Professional/Personal Service	<input type="checkbox"/> Contract for procured Services
<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment _____
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 43010-52900.531030	5. Account Name: 21Fund
6. Total amount this action: \$0.00	7. New contract total: \$2,500,000.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00

10. New total amount for each fiscal year:

Year <u>2022</u> \$ <u>300,000.00</u>	Year _____ \$ _____
Year <u>2023</u> \$ <u>2,200,000.00</u>	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 4/1/2022	12. To (month, day, year): 3/31/2024
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input checked="" type="checkbox"/> Negotiated
<input type="checkbox"/> RFP # _____	<input type="checkbox"/> Emergency
	<input type="checkbox"/> Special Procurement
	<input type="checkbox"/> Other (specify) _____

AGENCY INFORMATION

14. Name of agency: Economic Development Corp	15. Requisition Number: 00000
16. Address: IN Economic Development Corp Central Office 1 N. Capital Ave., Ste 700 Indianapolis, IN 46204-2040	

AGENCY CONTACT INFORMATION

17. Name: Glenda Reitz-May	18. Telephone #: 317.447.2617
19. E-mail address greitz@iedc.in.gov	

COURIER INFORMATION

20. Name: Glenda Reitz-May	21. Telephone #: 317.447.2617
22. E-mail address: greitz@iedc.in.gov	

VENDOR INFORMATION

23. Vendor ID Number: 000000383622	
24. Name: NineTwelve Institute, Inc	25. Telephone #:
26. Address: 100 E Willow St Zionsville, IN 46077	

27. E-mail address:	
28. Is the vendor registered with the Secretary of State? (<i>Out of State Corporations, must be registered</i>) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

29. Primary Vendor: M/WBE/IN-Veteran	30. Primary Vendor Percentages:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	100 %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____%
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____%
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-Veteran: _____%

33. Is there Renewal Language in the document? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (*Cite applicable Indiana or Federal Codes*):
IC 5-28-16

37. Description of work and justification ~~filling in~~ *filling in a brief description of the scope of work included in this agreement .* This grant will support Indiana 5G Zone projects through sub-grants that focus on matching capabilities and funding (capex, training/outreach, facilities, equipment, materials, and/or labor) at a minimum of 1:1 with a preference for companies that have a clear interest in job creation or expansion in Indiana. To be eligible for a sub-grant project, the industry partner shall develop with Indiana 5G Zone a SOW that is then approved in writing by IEDC, with the work to be performed within Indiana and preferably inside Indiana 5G Zone facility.

38. Justification of vendor selection and determination of price reasonableness:
Project # 423603 THIS IS A NO COST EXTENSION

39. If this contract is submitted late, please explain why: (*Required if more than 30 days late*,)

40. Agency fiscal officer or representative approval <u>Heidi Babkowski</u> <small>Heidi Babkowski (Dec 20, 2023 15:14 EST)</small>	41. Date Approved Dec 20, 2023	42. Budget agency approval <u>Cody Blake Wilson</u> <small>Cody Blake Wilson (Dec 27, 2023 10:09 EST)</small>	43. Date Approved Dec 27, 2023
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

FIRST AMENDMENT

This Amendment (the "**First Amendment**") to the Agreement between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the "**IEDC**") and **NINETWELVE INSTITUTE LLC** (the "**Grantee**").

RECITALS

WHEREAS, the IEDC and the Grantee previously entered into that certain Grant Agreement, which commenced on April 1, 2022 (the "**Original Agreement**");

WHEREAS, the IEDC and the Grantee desire to amend the Original Agreement's term so that the Grantee may continue work on the Project;

WHEREAS, the Original Agreement and this First Amendment shall hereinafter be referred to collectively as the "**Agreement**"; and

NOW, THEREFORE, in consideration of the above recitals and the mutual promises, obligations, and stipulations contained in this Agreement, the parties hereby agree as follows:

EFFECTIVE DATE

1. This First Amendment shall take effect on January 1, 2024 ("**Effective Date**").

AMENDMENT

2. Paragraph 4 of the Agreement is deleted and replaced in its entirety with the following:

4. Term.

This Grant Agreement commences on April 1, 2022 and shall remain in effect through March 31, 2024. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

3. The parties hereby agree that all other unamended terms and conditions set forth in the Agreement shall remain the same and shall remain in full force and effect following the Effective Date. All benefits, rights, obligations and responsibilities of the parties under the Agreement shall transfer and operate under this First Amendment and shall be construed and shall function as if the Agreement had remained in effect continuously but with the Amendment of the terms contained in this First Amendment.

Signatures on Following Page – Remainder of Page Intentionally Left Blank

CORRECTED No Cost - NineTwelve (Grant) (5G Zone) (423603) (Amend 1) expire 3.31.2024

Final Audit Report

2023-12-27

Created:	2023-12-20
By:	Glenda Reitz 7EE (GReitz@iedc.IN.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh4iNs8yScbkQ1QucONCxhtlhYRPJmn-c

"CORRECTED No Cost - NineTwelve (Grant) (5G Zone) (423603) (Amend 1) expire 3.31.2024" History

 Document created by Glenda Reitz 7EE (GReitz@iedc.IN.gov)
2023-12-20 - 6:30:58 PM GMT

 Document emailed to hebabkowski@iedc.in.gov for signature
2023-12-20 - 6:31:04 PM GMT

 Email viewed by hebabkowski@iedc.in.gov
2023-12-20 - 8:10:01 PM GMT

 Signer hebabkowski@iedc.in.gov entered name at signing as Heidi Babkowski
2023-12-20 - 8:14:52 PM GMT

 Document e-signed by Heidi Babkowski (hebabkowski@iedc.in.gov)
Signature Date: 2023-12-20 - 8:14:54 PM GMT - Time Source: server

 Document emailed to Jonathan Eccles 4MM (jeccles@sba.in.gov) for signature
2023-12-20 - 8:14:55 PM GMT

 Email viewed by Jonathan Eccles 4MM (jeccles@sba.in.gov)
2023-12-22 - 5:28:26 PM GMT

 Document signing delegated to CodWilson@sba.in.gov by Jonathan Eccles 4MM (jeccles@sba.in.gov)
2023-12-22 - 5:29:03 PM GMT

 Document emailed to CodWilson@sba.in.gov for signature
2023-12-22 - 5:29:04 PM GMT

 Email viewed by CodWilson@sba.in.gov

2023-12-27 - 3:07:55 PM GMT

 Signer CodWilson@sba.in.gov entered name at signing as Cody Blake Wilson

2023-12-27 - 3:08:59 PM GMT

 Document e-signed by Cody Blake Wilson (CodWilson@sba.in.gov)

Signature Date: 2023-12-27 - 3:09:02 PM GMT - Time Source: server

 Agreement completed.

2023-12-27 - 3:09:02 PM GMT

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Year _____ \$ _____	Year _____ \$ _____
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AGENCY INFORMATION

14. Name of agency: Economic Development Corp	15. Requisition Number: 000009389
16. Address: IN Economic Development Corp Central Office 1 N. Capital Ave., Ste 700 Indianapolis, IN 46204-2040	

AGENCY CONTACT INFORMATION

17. Name: Glenda Reitz	18. Telephone #: 317.447.2617
19. E-mail address greitz@iedc.in.gov	

COURIER INFORMATION

20. Name: Glenda Reitz	21. Telephone #: 317.447.2617
22. E-mail address: greitz@iedc.in.gov	

VENDOR INFORMATION

23. Vendor ID Number: 00000383622	
24. Name: NineTwelve Institute, Inc	25. Telephone #:
26. Address: 100 E Willow St Zionsville, IN 46077	
27. E-mail address:	
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Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
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Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____%
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-Veteran: _____%

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37. Description of work and justification filling in <i>filling in a brief description of the scope of work included in this agreement</i> .) This grant will support Indiana 5G Zone projects through sub-grants that focus on matching capabilities and funding (capex, training/outreach, facilities, equipment, materials, and/or labor) at a minimum of 1:1 with a preference for companies that have a clear interest in job creation or expansion in Indiana. To be eligible for a sub-grant project, the industry partner shall develop with Indiana 5G Zone a SOW that is then approved in writing by IEDC, with the work to be performed within Indiana and preferably inside Indiana 5G Zone facility.
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38. Justification of vendor selection and determination of price reasonableness: Project # 423603

39. If this contract is submitted late, please explain why: (<i>Required if more than 30 days late.</i>)
--

40. Agency fiscal officer or representative approval <i>Robert J. Oglin</i>	41. Date Approved 04/20/2022	42. Budget agency approval <i>Jasmine Williams</i>	43. Date Approved 5/6/2022
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

GRANT AGREEMENT

This Grant Agreement (this “Grant Agreement”), entered into by and between **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the “**IEDC**”) and **NINETWELVE INSTITUTE INC** (the “**Grantee**”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the IEDC to award a Grant of \$2,500,000 (the “Grant”) to the Grantee for eligible costs of the services or project (the “Project”) described in **Exhibit A** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the IEDC that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term “principal” for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the IEDC and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the IEDC written progress reports until the completion of the Project. These reports shall be submitted on a monthly basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on April 1, 2022 and shall remain in effect through December 31, 2023. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The IEDC shall fund this Grant in the amount of \$2,500,000. The approved Project Budget is set forth as **Exhibit A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the IEDC and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the IEDC agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The IEDC may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the IEDC within 30 calendar days following the end of the month in which work on or for the Project was performed. The IEDC has the discretion, and reserves the right, to NOT pay any claims submitted later than 60 calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the IEDC within 60 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a [monthly or semi-monthly basis] only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The IEDC may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the IEDC or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit A** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the IEDC or its authorized designee. Copies shall be furnished to the IEDC at no cost

B. If the Grantee is a “subrecipient” of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the IEDC Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, https://www.in.gov/sboa/files/erfa_2016.pdf. Guidelines for filing the annual report are found at: <https://gateway.ifionline.org/userguides/E1guide> (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the IEDC and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the IEDC as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the IEDC may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the IEDC may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the IEDC of any such actions. During the term of such actions, the Grantee agrees that the IEDC may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the IEDC or its agencies, and the IEDC decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the IEDC may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the IEDC if any subcontractor becomes debarred or suspended, and shall, at the State’s request, take all steps required by the IEDC to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the IEDC within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions

including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the IEDC of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the IEDC within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the IEDC that it has enrolled and is participating in the E-Verify program;

- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The IEDC may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the IEDC Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the IEDC Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the IEDC of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the IEDC or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the IEDC is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. INDIANA ECONOMIC DEVELOPMENT CORPORATION

Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288
reports@iedc.in.gov

B. Notices to the Grantee shall be sent to:

Genea Closs, Contracts Administrator
100 Willow St Zionsville, IN 46077
E-mail: Contracts@ninetwelve.us

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 9, above, (2) this Grant Agreement, (3) Exhibits prepared by the IEDC, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Grantee acknowledges that the IEDC will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the IEDC to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the IEDC all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the IEDC whenever, for any reason, the IEDC determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The IEDC will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Federal and State Third-Party Contract Provisions. If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with all relevant federal rules and laws.

25. Provision Applicable to Grants with tax-funded State Educational Institutions: “Separateness” of the Parties. The IEDC acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the IEDC Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the IEDC Educational Institution. The existence or status of any one contract or grant between the IEDC and the IEDC Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. Use of the IEDC Name; Public Relations & Marketing. The IEDC has not granted any rights to use its name, trademark, intellectual property, or logos. The Grantee agrees that it will not use the name or intellectual property, including, but not limited to, IEDC trademarks or logos, in any manner, including commercial advertising or as a business reference without the prior written consent of the IEDC. In all cases in which the IEDC’s participation will be referenced, the IEDC shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the IEDC for approval at its sole discretion.

All external facing communications related to this Agreement, including but not limited to marketing, public relations and social media materials and content, shall be developed in consultation with the IEDC and receive IEDC written approval prior to publication. Communications should include appropriate reference to the IEDC as an investor, partner and/or sponsor of the program or initiative that is the subject of this Grant, including the use of the IEDC logo and IEDC social media tags and reference to IEDC social media accounts. All communications required under this paragraph shall be sent to the IEDC Vice President of Marketing.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

In Witness Whereof, the Grantee and the IEDC have, through duly authorized representatives, entered into this Agreement. The parties, having read and understand the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

NINETWELVE INSTITUTE INC

AB Chad Pittman

Chad Pittman
Chairman and President

Date: April 14, 2022

INDIANA ECONOMIC DEVELOPMENT CORPORATION

Bradley B. Chambers, Secretary of Commerce

(Digital Signature Stamp Below)



4.14.2022

STATE BUDGET AGENCY

Jasmine Williams

on behalf of

Zachary Q. Jackson
Director

Date: 5/6/2022

Indiana 5G Zone Industry Matching Grants

Project Summary: Indiana 5G Zone, in support of IEDC strategic initiatives to catalyze 5G Technology initiatives, is driving collaborative research and development with leading global industry partners to accelerate 5G technology development, drive economic growth in Indiana, and promote global competitiveness. The worldwide transition to 5G is in a period of rapid technology acceleration leading to structural shifts. With an emerging technology sector, it is imperative that Indiana proactively embrace new technologies to remain on the forefront of international communication technology and support the growth of Indiana companies. The 5G Zone has also supported the security of communications technology, related to both cybersecurity and physical assurance (i.e. trusted microelectronics), as well as low latency communications in autonomous settings.

The projects undertaken within this program will include but not be limited to the following focus areas:

- 5G Telecommunications
- 5G IoT
- Edge & Cloud Computing
- Integration of Heterogenous Networks (including wired and satellite networks)
- Cybersecurity for 5G Networks
- Trusted & Assured Microelectronics
- Autonomous Technologies
- Applications Deployed Utilizing 5G Networks

This grant will support projects through sub-grants that focus on matching capabilities and funding (capex, training/outreach, facilities, equipment, materials, and/or labor) at a minimum of 1:1 with a preference for companies that have a clear interest in job creation or expansion in Indiana. To be eligible for a sub-grant project, the industry partner shall develop with Indiana 5G Zone a SOW that is then approved in writing by IEDC, with the work to be performed within Indiana and preferably inside Indiana 5G Zone facility.

Period of Performance: April 1, 2022 through December 31, 2023

Project Budget: \$2,500,000

Use of funds: Program Development, Management, and Grant Administration \$ 500,000

Work with partner companies to develop programs, perform program management, and provide grant administration activities for up to 10 matching grant projects. These activities include identifying projects, recruiting companies, contracting projects, developing project schedules and budgets, and tracking projects to completion including final reporting. This activity will also support the study and facilitation of a transition of the 5G lab to Emerging Manufacturing Collaboration Center.

Project Matching Grants \$2,000,000

A target of ten matching sub-grants at an average of \$200,000 per grant, allowing for individual grants that reflect industry engagement and financial commitment to that project. Unless written permission from IEDC is provided, the maximum of any individual sub-grant is \$300,000. Ten percent of the grants provided may be charged against administration, program management, and execution.