



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-10282 | 2. Date prepared: 3/14/2023 |
|--|--------------------------------|

3. CONTRACTS & LEASES

| | |
|---|---|
| <input type="checkbox"/> Professional/Personal Services | <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 checked="" type="checkbox"/> Amendment# <u>2</u> |
| <input type="checkbox"/> MOU | <input type="checkbox"/> Renewal # _____ |
| <input type="checkbox"/> QPA | <input type="checkbox"/> Other _____ |

FISCAL INFORMATION

| | |
|--|---|
| 4. Account Number: see block 38 | 5. Account Name: IPF |
| 6. Total amount this action: \$5,200,000.00 | 7. New contract total: \$31,200,000.00 |
| 8. Revenue generated this action: \$0.0 | 9. Revenue generated total contract: \$0.0 |
| 10. New total amount for each fiscal year: | |
| Year <u>2022</u> \$10,400,000.00 | Year _____ \$ _____ |
| Year <u>2023</u> \$20,800,000.00 | Year _____ \$ _____ |
| Year _____ \$ _____ | Year _____ \$ _____ |
| Year _____ \$ _____ | Year _____ \$ _____ |
| Year _____ \$ _____ | Year _____ \$ _____ |

TIME PERIOD COVERED IN THIS EDS

| | |
|---|--|
| 11. From (month, day, year) 7/1/2021 | 12. To (month, day, year): 12/31/2023 |
| 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: 0000009936 |
| 16. Address: IN Economic Development Corp Central Office 1 N CAPITAL AVE STE 700 I NDIANAPOLIS, 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: 0000385910 | |
| 24. Name: Next Level Manufacturing LLC | 25. Telephone #: N/A |
| 26. Address: 100 E Willow St. Zionsville, IN 46077 | |

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|--|
| 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)? <input type="checkbox"/> Yes: IOT or Delegate has signed off on contract |
|---|

| |
|--|
| 36. Statutory Authority (<i>Cite applicable Indiana or Federal Codes</i>): IC 5-28-5-12 |
|--|

| |
|---|
| 37. (Description of work & justification for spending money.) The Grantee will work with CICP and other subject matter partners to establish an impactful initiative, providing matching grant awarded through IEDC, to companies interested in adopting smart manufacturing and healthcare manufacturing equipment. The Grantee shall: hold grant funds in a discreet account for sole purpose of administering grants; enter into agreements with and render payment with awardees. Each company will be granted up to \$200K per Indiana manufacturer. |
|---|

| |
|---|
| 38. Justification of vendor selection and determination of price reasonableness: Project # 422915 FY23 - \$5,000,000.00 (48340.52299.572100) FY23 - \$ 200,000.00 (48340-52299.531028) |
|---|

| |
|--|
| 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. Paglia</i> | 41. Date Approved Mar 14, 2023 | 42. Budget agency approval <i>Jack Matley</i> | 43. Date Approved Mar 28, 2023 |
|---|-----------------------------------|--|-----------------------------------|

| | | | |
|--|-------------------|---|-------------------|
| 44. Attorney General's Office approval | 45. Date Approved | 46. Agency representative receiving from AG | 47. Date Approved |
|--|-------------------|---|-------------------|

SECOND AMENDMENT

This Amendment (the "**Second Amendment**") to the Agreement between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the "**IEDC**") and **NEXT LEVEL MANUFACTURING INSTITUTE LLC** (the "**Contractor**").

RECITALS

WHEREAS, the IEDC and the Contractor previously entered into that certain Grant Agreement, which commenced on July 1, 2021 and was amended January 1, 2023 (collectively, the "**Original Agreement**");

WHEREAS, the IEDC and the Contractor desire to amend the Original Agreement's term and consideration so that the Contractor may provide the IEDC with additional services;

WHEREAS, the Original Agreement and this Second 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 Second Amendment shall take effect on March 1, 2023 ("**Effective Date**").

AMENDMENT

2. Paragraphs 1(A) and 1(B) of the Agreement are deleted and replaced in their entirety with the following:

1. PURPOSE OF AGREEMENT

(A) The purpose of this agreement is to enable to IEDC to make a grant to the Grantee in an amount not exceed **\$31,200,000** (the "**Grant Amount**") for the project described in Exhibit A of this Agreement (the "**Project**"), which is attached hereto and made a part hereof. Disbursement of the grant shall be in accordance with the terms set forth in Paragraph 4.

(B) The Grant Amount constitutes an allocation of up to \$30,000,000 for grants in support of the Project ("Grant Funds"), as described in Exhibit A, plus an additional \$1,200,000 for administrative costs ("**Administrative Costs**") incurred by the Grantee.

3. Paragraph 2(A) of the Agreement is deleted and replaced in its entirety with the following:

2. TERM

(A) This Agreement shall commence on July 1st, 2021 and shall remain in effect through December 31, 2023, or unless earlier terminated in accordance with the provisions of this Agreement (the "**Expiration Date**").

4. Exhibit B is deleted in its entirety and replaced with the attached Exhibit B, which is incorporated herein.
5. 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 Second 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 Second Amendment.

Signatures on Following Page – Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the Contractor and the IEDC have, through duly authorized representatives, entered into this Second Amendment. The Parties, having read and understand the foregoing terms of this Second Amendment, do by their respective signatures dated below hereby agree to the terms thereof.

NEXT LEVEL MANUFACTURING INSTITUTE LLC

Chad Pittman

Signature

Chad Pittman, President

Printed Name and Position/Title

Date: 28 February 28, 2023

INDIANA ECONOMIC DEVELOPMENT CORPORATION, INC.

David Rosenberg, Chief Operating Officer

(Digital Signature Stamp Below)



2.28.2023

STATE BUDGET AGENCY

Zachary Q. Jackson

on Behalf of

Zachary Q. Jackson, Director

Date: Mar 28, 2023

Exhibit A

Statement of Work

Background:

Smart Manufacturing (SM) is the intersection of manufacturing and digitization (e.g. 3d printing equipment, industrial IoT infrastructure, cybersecurity, high speed communications infrastructure, energy resilience equipment). Furthermore, the recent COVID-19 Virus is showing how vulnerable our supply chains & manufacturing presence have become in the U.S. These two factors are combining to create a unique threat and opportunity to the entire manufacturing sector.

Indiana is well positioned to succeed given our manufacturing concentration, corporate presence, and steadily growing innovation and entrepreneurial efforts. Indiana has every reason to take a bold approach, as thousands of Hoosier jobs are at risk in a dynamically changing marketplace.

Proposed Approach:

Providing matching grants to companies interested in adopting smart manufacturing and healthcare manufacturing equipment will stimulate the existing manufacturing community and open new opportunities as on-shore manufacturing policy priorities shift.

CICP and Next Level Manufacturing Institute, with the assistance of subject matter partners, will be able to quickly establish an impactful initiative.

Specifically, these matching grants will function to expand critical knowledge and know-how, and lower the barriers to SM technology adoption and healthcare manufacturing equipment procurement at a time when Indiana manufacturers are faced with unprecedented challenges and needs to deploy smart technologies in reopening the workplace in the wake of COVID-19. This would help both to reassure and to reprioritize manufacturing dominance on a national and local Indiana level.

Next Level Manufacturing Institute will:

- Hold Grant Funds in a discrete account for sole purpose of administering grants under this agreement
- Enter into agreements with and render payment to awardees under

this Grant CICP will:

- Immediately form a Smart Manufacturing Advisory Committee to inform the IEDC on a matching grant plan.
 - Ensure diversity of industry and technical competency
 - Strive for geographic diversity
 - Consider participation from regional champions
- Focus on hardware and software that produce health care equipment or improves capability, capacity, speed, and quality
 - Ex: additive (3D) manufacturing equipment, industrial IoT sensors / programs / wireless infrastructure, cybersecurity, high speed communications infrastructure, energy resilience equipment
- Develop PR campaign to raise awareness of impact & urgency
- Announce program formally and either (a) set windows for applications or (b) accept on rolling basis until funds exhausted
- Set criteria to reviews application's technical merits & recommends awards
 - Weight analysis toward commercially ready tech from established vendors

- Drive accountability by providing max % (Higher for in-state vendors, lower for out of state)
- Promote broad participation by capping single awardee
- Applicant must demonstrate business case and ROI
- Applicant must account for training requirements and projected wage increase

Performance Metrics on this Funding Grant:

- Indiana Manufacturers must provide a funding ratio of >1:1
- Increase to wage and employment metrics of participating companies.

Budget:

- \$30 Million in grants of up to \$200,000 per Indiana manufacturer.
- \$1,200,000 for administrative costs

Terms:

- Payment shall be made on a reimbursement basis upon submission of proof of expenditure
- NLMI shall establish an IEDC-approved process whereby applicants may apply for disbursement of funds
- Right of first refusal on purchased equipment so long as book value is above \$5,000 using straight line 10-year depreciation
- Favored Nation pricing & Terms for at least 3 years for products produced using equipment
- Indiana would have prioritized capacity for production off of equipment
- Subsidized equipment through this program will be ineligible for the HBI Tax Credit
- IEDC shall have participatory rights on any review committee that CICP establishes as part of approval process

Next Level Manufacturing LLC (422915) (Amend 2) expire 12.31.23

Final Audit Report

2023-03-28

| | |
|-----------------|--|
| Created: | 2023-03-14 |
| By: | Glenda Reitz 7EE (GReitz@iedc.IN.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAVAezag70OPx7hMnfSuLkqTBmzfaE67qy |

"Next Level Manufacturing LLC (422915) (Amend 2) expire 12.31.23" History

-  Document created by Glenda Reitz 7EE (GReitz@iedc.IN.gov)
2023-03-14 - 7:47:35 PM GMT
-  Document emailed to rpaglia@iedc.in.gov for signature
2023-03-14 - 7:47:39 PM GMT
-  Email viewed by rpaglia@iedc.in.gov
2023-03-14 - 8:09:18 PM GMT
-  Signer rpaglia@iedc.in.gov entered name at signing as Robert J. Paglia
2023-03-14 - 8:23:17 PM GMT
-  Document e-signed by Robert J. Paglia (rpaglia@iedc.in.gov)
Signature Date: 2023-03-14 - 8:23:19 PM GMT - Time Source: server
-  Document emailed to jhenderson3@sba.in.gov for signature
2023-03-14 - 8:23:21 PM GMT
-  Document signing delegated to Joe Habig 4MM (johabig@sba.in.gov) by jhenderson3@sba.in.gov
2023-03-28 - 12:20:28 PM GMT
-  Document emailed to Joe Habig 4MM (johabig@sba.in.gov) for signature
2023-03-28 - 12:20:28 PM GMT
-  Email viewed by Joe Habig 4MM (johabig@sba.in.gov)
2023-03-28 - 7:25:32 PM GMT
-  Document e-signed by Joe Habig 4MM (johabig@sba.in.gov)
Signature Date: 2023-03-28 - 7:31:48 PM GMT - Time Source: server

✔ Agreement completed.

2023-03-28 - 7:31:48 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

**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-10282 | 2. Date prepared: 1/25/2023 |
|--|--------------------------------|

| | |
|---|--|
| 3. CONTRACTS & LEASES | |
| <input type="checkbox"/> Professional/Personal Services <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA | <input type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input type="checkbox"/> Amendment# _____ <input type="checkbox"/> Renewal # _____ <input type="checkbox"/> Other _____ |

| | |
|--|---|
| FISCAL INFORMATION | |
| 4. Account Number: see block 38 | 5. Account Name: IPF |
| 6. Total amount this action: \$5,200,000.00 | 7. New contract total: \$26,800,000.00 |
| 8. Revenue generated this action: \$0.0 | 9. Revenue generated total contract: \$0.0 |
| 10. New total amount for each fiscal year: | |
| Year 2022 \$10,400,000.00 | Year _____ \$ _____ |
| Year 2023 \$15,600,000.00 | Year _____ \$ _____ |
| Year _____ \$ _____ | Year _____ \$ _____ |
| Year _____ \$ _____ | Year _____ \$ _____ |

| | |
|--|--|
| TIME PERIOD COVERED IN THIS EDS | |
| 11. From (month, day, year) 7/1/2021 | 12. To (month, day, year): 8/31/2023 |
| 13. Method of source selection: | |
| <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> RFP # _____ | <input checked="" type="checkbox"/> Negotiated <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: 0000009839 |

| |
|--|
| 16. Address: IN Economic Development Corp Central Office 1 N CAPITAL AVE STE 700 I NDIANAPOLIS, 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 | |
|--------------------|--|

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|-------------------------------------|
| 23. Vendor ID Number: 0000385910 |
|-------------------------------------|

| | |
|--|-------------------------|
| 24. Name: Next Level Manufacturing LLC | 25. Telephone #: N/A |
|--|-------------------------|

| |
|--|
| 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 Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 100 % |

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

| | |
|--|--|
| 35. Will the attached document involve data processing or telecommunications systems(s)? | <input type="checkbox"/> Yes: IOT or Delegate has signed off on contract |
|--|--|

| |
|--|
| 36. Statutory Authority (<i>Cite applicable Indiana or Federal Codes</i>): IC 5-28-5-12 |
|--|

| |
|---|
| 37. (Description of work & justification for spending money.) The Grantee will work with CICP and other subject matter partners to establish an impactful initiative, providing matching grant awarded through IEDC, to companies interested in adopting smart manufacturing and healthcare manufacturing equipment. The Grantee shall: hold grant funds in a discreet account for sole purpose of administering grants; enter into agreements with and render payment with awardees. Each company will be granted up to \$200K per Indiana manufacturer. |
|---|

| |
|---|
| 38. Justification of vendor selection and determination of price reasonableness: Project # 422915 FY23 - \$5,000,000.00 (48340.52299.572100) FY23 - \$ 200,000.00 (48340-52299.531026) |
|---|

| |
|--|
| 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. Paglia</i> | 41. Date Approved Feb 2, 2023 | 42. Budget agency approval <i>Jack Matley</i> | 43. Date Approved Feb 16, 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 **NEVEL LEVEL MANUFACTURING INSTITUTE LLC** (the "**Grantee**").

RECITALS

WHEREAS, the IEDC and the Grantee previously entered into that certain Grant Agreement, which commenced on July 1st, 2021 (collectively, the "**Original Agreement**");

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

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, 2023 ("**Effective Date**").

AMENDMENT

2. Paragraphs 1(A) and 1(B) of the Agreement are deleted and replaced in their entirety with the following:

1. PURPOSE OF AGREEMENT

(A) The purpose of this agreement is to enable to IEDC to make a grant to the Grantee in an amount not exceed **\$26,000,000** (the "**Grant Amount**") for the project described in Exhibit A of this Agreement (the "**Project**"), which is attached hereto and made a part hereof. Disbursement of the grant shall be in accordance with the terms set forth in Paragraph 4.

(B) The Grant Amount constitutes an allocation of up to \$25,000,000 for grants in support of the Project ("Grant Funds"), as described in Exhibit A, plus an additional \$1,000,000 for administrative costs ("Administrative Costs") incurred by the Grantee.

3. Paragraph 2(A) of the Agreement is deleted and replaced in its entirety with the following:

2. TERM

(A) This Agreement shall commence on July 1st, 2021 and shall remain in effect through August 31, 2023, or unless earlier terminated in accordance with the provisions of this Agreement (the "**Expiration Date**"). All work and/or services under this Agreement

must be completed by the Expiration Date. In no event shall payments be made for work done or services performed after the Expiration Date.

4. Exhibit A is deleted in its entirety and replaced with the attached Exhibit A, which is incorporated herein.
5. 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

IN WITNESS WHEREOF, the Grantee and the IEDC have, through duly authorized representatives, entered into this First Amendment. The Parties, having read and understand the foregoing terms of this First Amendment, do by their respective signatures dated below hereby agree to the terms thereof.

NEVEL LEVEL MANUFACTURING INSTITUTE LLC

Chad Pittman

Signature

Chad Pittman, President

Printed Name and Position/Title

Date: January 23, 2023

INDIANA ECONOMIC DEVELOPMENT CORPORATION, INC.

David Rosenberg, Chief Operating Officer

(Digital Signature Stamp Below)



1.23.2023

STATE BUDGET AGENCY

Zachary Q. Jackson

on Behalf of

Zachary Q. Jackson, Director

Date: _____ Feb 16, 2023 _____

Exhibit A

Statement of Work

Background:

Smart Manufacturing (SM) is the intersection of manufacturing and digitization (e.g. 3d printing equipment, industrial IoT infrastructure, cybersecurity, high speed communications infrastructure, energy resilience equipment). Furthermore, the recent COVID-19 Virus is showing how vulnerable our supply chains & manufacturing presence have become in the U.S. These two factors are combining to create a unique threat and opportunity to the entire manufacturing sector.

Indiana is well positioned to succeed given our manufacturing concentration, corporate presence, and steadily growing innovation and entrepreneurial efforts. Indiana has every reason to take a bold approach, as thousands of Hoosier jobs are at risk in a dynamically changing marketplace.

Proposed Approach:

Providing matching grants to companies interested in adopting smart manufacturing and healthcare manufacturing equipment will stimulate the existing manufacturing community and open new opportunities as on-shore manufacturing policy priorities shift.

CICP and Next Level Manufacturing Institute, with the assistance of subject matter partners, will be able to quickly establish an impactful initiative.

Specifically, these matching grants will function to expand critical knowledge and know-how, and lower the barriers to SM technology adoption and healthcare manufacturing equipment procurement at a time when Indiana manufacturers are faced with unprecedented challenges and needs to deploy smart technologies in reopening the workplace in the wake of COVID-19. This would help both to reassure and to reprioritize manufacturing dominance on a national and local Indiana level.

Next Level Manufacturing Institute will:

- Hold Grant Funds in a discrete account for sole purpose of administering grants under this agreement
- Enter into agreements with and render payment to awardees under

this Grant CICP will:

- Immediately form a Smart Manufacturing Advisory Committee to inform the IEDC on a matching grant plan.
 - Ensure diversity of industry and technical competency
 - Strive for geographic diversity
 - Consider participation from regional champions
- Focus on hardware and software that produce health care equipment or improves capability, capacity, speed, and quality
 - Ex: additive (3D) manufacturing equipment, industrial IoT sensors / programs / wireless infrastructure, cybersecurity, high speed communications infrastructure, energy resilience equipment
- Develop PR campaign to raise awareness of impact & urgency
- Announce program formally and either (a) set windows for applications or (b) accept on rolling basis until funds exhausted
- Set criteria to reviews application's technical merits & recommends awards
 - Weight analysis toward commercially ready tech from established vendors

- Drive accountability by providing max % (Higher for in-state vendors, lower for out of state)
- Promote broad participation by capping single awardee
- Applicant must demonstrate business case and ROI
- Applicant must account for training requirements and projected wage increase

Performance Metrics on this Funding Grant:

- Indiana Manufacturers must provide a funding ratio of >1:1
- Increase to wage and employment metrics of participating companies.

Budget:

- \$25 Million in grants of up to \$200,000 per Indiana manufacturer. Grant funds shall be dispersed in amount not to exceed \$10 Million per fiscal year.
- \$1,000,000 for administrative costs to be billed each year in an amount not to exceed \$400,000 per year.

Terms:

- Payment shall be made on a reimbursement basis upon submission of proof of expenditure
- NLMI shall establish an IEDC-approved process whereby applicants may apply for disbursement of funds
- Right of first refusal on purchased equipment so long as book value is above \$5,000 using straight line 10-year depreciation
- Favored Nation pricing & Terms for at least 3 years for products produced using equipment
- Indiana would have prioritized capacity for production off of equipment
- Subsidized equipment through this program will be ineligible for the HBI Tax Credit
- IEDC shall have participatory rights on any review committee that CICP establishes as part of approval process

Next Level Manufacturing LLC (422915) (Amend 1) (Grant) expire 8.31.2023

Final Audit Report

2023-02-16

| | |
|-----------------|---|
| Created: | 2023-01-25 |
| By: | Glenda Reitz 7EE (GReitz@iedc.IN.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAmfWd6bclKxa8U7rqUC5-zMOFeQunA8F |

"Next Level Manufacturing LLC (422915) (Amend 1) (Grant) expire 8.31.2023" History

-  Document created by Glenda Reitz 7EE (GReitz@iedc.IN.gov)
2023-01-25 - 7:20:23 PM GMT
-  Document emailed to rpaglia@iedc.in.gov for signature
2023-01-25 - 7:20:28 PM GMT
-  Email viewed by rpaglia@iedc.in.gov
2023-02-02 - 8:05:03 PM GMT
-  Signer rpaglia@iedc.in.gov entered name at signing as Robert Paglia
2023-02-02 - 8:07:34 PM GMT
-  Document e-signed by Robert Paglia (rpaglia@iedc.in.gov)
Signature Date: 2023-02-02 - 8:07:36 PM GMT - Time Source: server
-  Document emailed to jhenderson3@sba.in.gov for signature
2023-02-02 - 8:07:38 PM GMT
-  Document signing delegated to Joe Habig 4MM (johabig@sba.in.gov) by jhenderson3@sba.in.gov
2023-02-15 - 8:55:27 PM GMT
-  Document emailed to Joe Habig 4MM (johabig@sba.in.gov) for signature
2023-02-15 - 8:55:28 PM GMT
-  Email viewed by Joe Habig 4MM (johabig@sba.in.gov)
2023-02-16 - 5:08:07 PM GMT
-  Document e-signed by Joe Habig 4MM (johabig@sba.in.gov)
Signature Date: 2023-02-16 - 5:09:44 PM GMT - Time Source: server

✔ Agreement completed.

2023-02-16 - 5:09:44 PM GMT



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-10282 | 2. Date prepared: 7/2/2021 |
|--|-------------------------------|

| | |
|---|--|
| 3. CONTRACTS & LEASES | |
| <input type="checkbox"/> Professional/Personal Services <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA | <input type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input type="checkbox"/> Amendment# _____ <input type="checkbox"/> Renewal # _____ <input type="checkbox"/> Other _____ |

| | | | |
|---|-----------------|---|----------|
| 4. Account Number: see block 38 | | 5. Account Name: 21FUND | |
| 6. Total amount this action: \$20,800,000.00 | | 7. New contract total: \$20,800,000.00 | |
| 8. Revenue generated this action: \$0.0 | | 9. Revenue generated total contract: \$0.0 | |
| 10. New total amount for each fiscal year: | | | |
| Year 2022 | \$10,400,000.00 | Year | \$ _____ |
| Year 2023 | \$10,400,000.00 | Year | \$ _____ |
| Year | \$ _____ | Year | \$ _____ |
| Year | \$ _____ | Year | \$ _____ |
| Year | \$ _____ | Year | \$ _____ |

| | | | |
|---|--|--|--|
| 11. From (month, day, year) 7/1/2021 | | 12. To (month, day, year): 6/30/2023 | |
| 13. Method of source selection: | | | |
| <input type="checkbox"/> Bid/Quotation | <input type="checkbox"/> Emergency | <input checked="" type="checkbox"/> Negotiated | <input type="checkbox"/> Special Procurement |
| <input type="checkbox"/> RFP # _____ | <input type="checkbox"/> Other (specify) _____ | | |

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 5-28-5-12

37. (Description of work & justification for spending money.) The Grantee will work with CICP and other subject matter partners to establish an impactful initiative, providing matching grant awarded through IEDC, to companies interested in adopting smart manufacturing and healthcare manufacturing equipment. The Grantee shall: hold grant funds in a discreet account for sole purpose of administering grants; enter into agreements with and render payment with awardees. Each company will be granted up to \$200K per Indiana manufacturer. \$10M total grants a year per State Budget Bill.

38. Justification of vendor selection and determination of price reasonableness:
Project # 422915
FY22 - \$10,000,000.00 (13156-52900.572100; \$400,000.00 (43010-52900.531026)
FY23 - \$10,000,000.00 (13156-52900.572100; \$400,000.00 (43010-52900.531026)

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

| | | | |
|---|---------------------------------|---|---------------------------------|
| 40. Agency fiscal officer or representative approval <i>Robert J. Paglia</i> | 41. Date Approved 07/06/2021 | 42. Budget agency approval <i>Joseph M. Hadley</i> | 43. Date Approved 07/15/2021 |
| 44. Attorney General's Office approval | 45. Date Approved | 46. Agency representative receiving from AG | 47. Date Approved |

| | |
|--|---------------------------------------|
| AGENCY INFORMATION | |
| 14. Name of agency: Economic Development Corp | 15. Requisition Number: 0000008951 |

16. Address:
IN Economic Development Corp Central Office
1 N CAPITAL AVE STE 700 I
NDIANAPOLIS, IN 46204-2040

| | |
|----------------------------|----------------------------------|
| AGENCY CONTACT INFORMATION | |
| 17. Name: Glenda Reitz | 18. Telephone #: 317.234.8003 |

19. E-mail address greitz@iedc.in.gov

| | |
|---------------------------|----------------------------------|
| COURIER INFORMATION | |
| 20. Name: Glenda Reitz | 21. Telephone #: 317.234.8003 |

22. E-mail address: greitz@iedc.in.gov

| | |
|--------------------|--|
| VENDOR INFORMATION | |
|--------------------|--|

23. Vendor ID Number: 0000385910

| | |
|--|-------------------------|
| 24. Name: Next Level Manufacturing LLC | 25. Telephone #: N/A |
|--|-------------------------|

26. Address: 100 E Willow St.
Zionsville, IN 46077

27. E-mail address:

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) Yes 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 |
|---|--|

**INDIANA ECONOMIC DEVELOPMENT CORPORATION
GRANT AGREEMENT**

This Agreement entered between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the “**IEDC**”) and **NEXT LEVEL MANUFACTURING INSTITUTE LLC** (the “**Grantee**”) is executed pursuant to the terms and conditions set forth herein and shall be dated as of the date of final execution by all parties hereto.

In consideration of the mutual undertakings and covenants set forth herein, the parties hereby agree as follows:

1. PURPOSE OF AGREEMENT.

- (A) The purpose of this Agreement is to enable the IEDC to make a grant to the Grantee in an amount not to exceed \$20,800,000 (the “Grant Amount”) for the project described as set forth in Exhibit A of this Agreement (the “Project”), which is attached hereto and made a part hereof. Disbursement of the grant shall be in accordance with the terms set forth in Paragraph 4.
- (B) The Grant Amount constitutes an allocation of up to \$20,000,000 for grants in support of the Project (“Grant Funds”), as described in Exhibit A, plus an additional \$800,000 for administrative costs (“Administrative Costs”) incurred by the Grantee.
- (C) The grant shall be used exclusively in accordance with the provisions contained in this Agreement and for no other purpose. The Grantee understands and agrees that no reimbursement shall be provided for expenses incurred prior to this Agreement’s commencement date as set forth in Paragraph 2(A).

2. TERM.

- (A) The term of this Agreement shall commence on the effective date of **July 1, 2021** and continue until **June 30, 2023**, unless sooner terminated as described in this Agreement (the “**Expiration Date**”).
- (B) Any provisions which, by their nature, are intended to apply after termination of this Agreement shall survive termination of this Agreement, including provisions for payment of amounts owed for work performed under this Agreement, disclaimer of warranty, limitation of liability, and intellectual property clauses.

3. DESCRIPTION OF THE PROJECT.

- (A) The Grantee shall be solely responsible for the proper design and implementation of the Project, as described in **Exhibit A**. The Grantee agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards.

4. PAYMENT OF GRANT FUNDS BY THE IEDC.

The IEDC shall disburse payment in accordance with the following schedule and conditions:

- (A) All of the evidentiary materials required by this Agreement must be submitted to and approved by the IEDC. Further, any other grant conditions specified in this Agreement must also be fulfilled to the IEDC's satisfaction.
- (B) Upon execution of the Agreement, the Grantee shall invoice the IEDC for \$5,000,000 in Grant Funds, which shall be held in dedicated account for Grant Funds under this Agreement only ("Dedicated Account"). The Dedicated Account shall be use in a manner consistent with this Agreement. When the Dedicated Account balance is depleted to less than \$500,000, the Grantee may invoice the IEDC for additional Grant Funds to return balance to \$5,000,000.
- (C) All payments of Grant Funds will be made only upon presentation of approved and signed voucher as provided in **Exhibit B**. Such claim vouchers must be submitted with a Budget Expenditure Report, detailing disbursements of any grants, local funds or incentives, and/or other funds. These documents shall be sent to the IEDC at processing@iedc.in.gov.
- (D) No funds for Administrative Costs may be placed in the Dedicated Account. The Grantee shall separately invoice the IEDC for Administrative Funds.
- (E) The IEDC may require the Grantee to produce satisfactory evidence, in the sole opinion of the IEDC, that substantial progress has been made toward completion of the Project and that the conditions set forth or referenced in this Paragraph 4 have been met, including the timely submission of progress reports set forth in Paragraph 9.
- (F) Notwithstanding any other provision of this Agreement, the Grantee expressly agrees that the monies provided herein by the IEDC are limited to the Grant Amount. The IEDC may de-obligate any funds under this Agreement that have not been expended and drawn down as of thirty (30) days after the Expiration Date.
- (G) The Grantee expressly agree that the monies provide herein by the IEDC funds may not be used to reimburse the Grantee for purchases of equipment or other technology that is readily movable outside the state of Indiana.
- (H) Failure to complete the Project and expend federal, state, local, and/or private funds in accordance with this Agreement may be considered a breach of the Agreement and the IEDC may elect to impose sanctions against the Grantee, including suspension of all grant payments and/or suspension of the Grantee's participation in IEDC or State grant programs until such time as all breaches are cured to the IEDC's satisfaction. Sanctions may also include the repayment of all funds from the IEDC or the State of Indiana, whether they were held or expended for this Project or accounted for in the budget.
- (I) All payments shall be made in arrears in accordance with State fiscal policies and procedures and, as required by Indiana Code § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Auditor of the State, notwithstanding any other law, rule, or custom to the contrary. The written authorization must designate a financial institution and an account number to which all payments are to be credited. For forms and additional information, see the Auditor of State's website at www.in.gov/auditor/2340.htm. No payments will be made in advance

of receipt of the goods or services that are the subject of this Agreement, except as permitted by Indiana Code § 4-13-2-20. Payments shall be deemed delivered upon transmission pursuant to the written instructions of the Grantee. If the Grantee does not draw the total funds available for a given year, the Grantee may draw these funds in a later year prior to the Expiration Date subject to any limitations in this Agreement.

5. USE OF GRANT FUNDS.

- (A) Grant Funds received by the Grantee pursuant to this Agreement shall be used only to assist the Grantee with instituting an approved Project.
- (B) No travel and other expenditures made by the Grantee will be reimbursed by the IEDC unless otherwise agreed to in writing by the IEDC. All expenses must be approved by the IEDC in writing in advance.

6. USE OF THE IEDC NAME & PUBLIC RELEASE.

- (A) 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 to IEDC trademarks or logos, in any manner, including commercial advertising or as a business reference without the prior written consent of the IEDC. For any purposes outside those contemplated by this Agreement, and for 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.
- (B) The Grantee shall coordinate with the IEDC in advance of issuing any public relations communications and/or materials, including press releases, or otherwise responding to media inquiries (collectively, "**Public Release**") in relation to the subject matter of this Agreement, including any items as they may relate to the Project. Should the IEDC reasonably object to the Grantee's Public Release, the parties agree to work together to resolve and/or revise the Public Release. The Grantee shall ensure that prompt responses and materials are provided to the IEDC for the preparation of any Public Release. Each party shall identify an individual to the other party who shall serve as the primary contact regarding Public Releases. In no event shall the Grantee be required to notify the IEDC prior to making a notice, submission, or disclosure as required by law.

7. GOVERNING LAW.

- (A) This Agreement shall be construed in accordance with, and governed by, the laws of the State of Indiana without regard to principles of choice of law, and suit, if any, must be brought in the State of Indiana. The venue for any court action shall be the circuit or superior court of Marion County, Indiana.
- (B) If any section, paragraph, term, condition, or provision of this Agreement is found, by a court of competent jurisdiction, to be invalid or unenforceable, or if any paragraph, term, condition, or provision is found to violate or contravene the laws of the State of Indiana, then the section, paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other sections, paragraphs, terms, conditions, and provisions will remain in full force and effect.

- (C) The Grantee understands that this Agreement is a public record subject to request pursuant to Indiana Code § 5-14-3 and its exemptions. Use by the public of the information contained in this Agreement shall not be considered an act of the IEDC or the State.

8. TERMINATION & FUNDING CANCELLATION.

- (A) This Agreement may be terminated by the IEDC whenever, for any reason, with or without cause, the IEDC determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Grantee of written notice via certified mail, return receipt requested, at least thirty (30) days prior to the termination effective date. Upon receipt of this notice from the IEDC to the Grantee, no new or additional liabilities payable by the IEDC shall be incurred without the prior written approval of the IEDC. The Grantee shall continue to be responsible and liable for the proper performance of its obligations to the date of termination.
- (B) When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be cancelled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

9. REPORTING BY THE GRANTEE.

- (A) The IEDC may periodically carry out the Monitoring Review (as defined below), including an evaluation of activities as deemed appropriate by the IEDC. The Grantee shall effectively ensure the cooperation of the Grantee's employees in such monitoring and evaluation efforts and shall produce all documentation reasonably requested by the IEDC, evidencing the work completed on the Project. The Grantee will take all actions necessary to correct or cure any findings identified by the IEDC during its monitoring and evaluation.
- (B) After completion of the Project and before the final payment, the IEDC may elect to conduct an on-site monitoring review of the Project (the "**Monitoring Review**"). The Monitoring Review will document the following:
- (1) Whether the grant was allocated for the Project were expended for activities consistent with the terms of this Agreement and **Exhibit A**;
 - (2) A complete, detailed analysis of actual grant and matching funds, if applicable, expended to date on the Project and conformity or non-conformity with the permitted Maximum Grant Amount;
 - (3) A detailed listing of all Project costs that have accrued but are yet unpaid, if any;
 - (4) A written evaluation of the Grantee's timely progress in Project management, financial management and control systems, procurement systems and methods, and performance relative to timely submission of Monthly Progress Reports;
 - (5) A written evaluation of the Grantee's compliance with procurement policies and procedures; and,
 - (6) The Grantee's in-kind contributions or matching funds, if any.
- (C) The parties acknowledge that the Monitoring Review is only for the benefit of the IEDC and that the IEDC may elect, in whole or in part, to disburse funds before the Monitoring Review has been completed.

- (D) If funds are distributed, and the Agreement is terminated by either party prior to the Expiration Date, the IEDC may elect to conduct the Monitoring Review, as described in Paragraph 9(F).

10. ACCESS TO RECORDS.

- (A) The Grantee agrees that the IEDC may elect to engage in monitoring practices independently of, or in conjunction with other appropriate State agencies or departments at all reasonable times during the term of this Agreement and for three (3) years following the date of final payment under this Agreement, or until a State or federal audit has been completed and all audit exceptions cleared, whichever is earlier. Upon reasonable notice, the Grantee and its agents shall make available to the IEDC, its agents, or other appropriate State agencies or officials all books or records in its possession or control which pertain to this Agreement and the Project, including but not limited to tax returns, records of personnel, and conditions of employment. If any site visit is made on the premises of the Grantee or under this Agreement, the Grantee shall provide and shall require all reasonable facilities and assistance for the safety and convenience of the IEDC or its representatives in the performance of their duties. All such inspections are to be performed so as not to unreasonably disrupt or interfere with the normal business operations of the Grantee.
- (B) The IEDC and authorized representatives and staff of the IEDC have the right, at all reasonable times, to make site visits to:
 - (1) Review Project accomplishments and to confer with principals of the Grantee and permitted subgrantees, if any;
 - (2) Audit Records and management control systems; and
 - (3) Provide such technical assistance as may be required.

11. SUBSTANTIAL PERFORMANCE.

This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written modification thereof.

12. STATUTORY AUTHORITY OF THE GRANTEE.

As a condition of receiving a grant, the Grantee expressly represents and warrants to the IEDC that it is statutorily eligible to receive monies from the IEDC for the Project. Should any court of competent jurisdiction find the Grantee legally ineligible, the Grantee expressly agrees to repay all monies paid to it under this Agreement.

13. COMPLIANCE WITH LAWS.

- (A) The Grantee agrees to 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 regulations thereunder after execution of this Agreement shall be reviewed by the IEDC and the Grantee to determine whether the provisions of this 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 State of Indiana, as set forth in Indiana Code § 4-2-6, Indiana Code § 4-2-7, the regulations promulgated thereunder, and Executive Order 04-08,

dated April 27, 2004. 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 website of the Indiana Inspector General 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 Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under Indiana Code § 4-2-6, Indiana Code § 4-2-7, Indiana Code § 35-44.1-1-4 and under any other applicable laws.

- (C) The Grantee certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees, or other statutory, regulatory or judicially required payments to the State of Indiana or the IEDC. Further, the Grantee agrees that any payments in arrears and currently due to the State of Indiana or to the IEDC may be withheld from payments due to the Grantee. Additionally, funding may be withheld, delayed, or denied; the IEDC or the State of Indiana may bar the Grantee from contracting with the IEDC or the State of Indiana in the future; and/or this Agreement or other agreements with the State of Indiana may be suspended until the Grantee is current in its payments and has submitted proof of such payment to the IEDC.
- (D) The Grantee warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, or pending, 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 delay, withhold, or deny funding otherwise available under this Agreement.
- (E) If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the IEDC or the State of Indiana or its agencies, and the IEDC decides to delay, withhold, or deny funds to the Grantee, the Grantee may request that it be allowed to receive funds without delay.
- (F) Any payments that the IEDC may delay, withhold, deny, or apply under this Paragraph 13 shall not be subject to penalty or interest under Indiana Code § 5-17-5.
- (G) The Grantee warrants that the Grantee and its contractors, if any, shall obtain and maintain all required permits, licenses, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations applicable in connection with the services provided under this Agreement. Failure to do so is a material breach of this Agreement and grounds for immediate termination and denial of further funding.
- (H) The Grantee affirms that, if it is an entity described in Title 23 of the Indiana Code, it is properly registered and in good standing with the Indiana Secretary of State. The Grantee also has, if required, registered with the Indiana Department of Workforce Development (the "DWD") and has no outstanding workforce issues with the DWD. The Grantee further affirms that if required, it has properly registered with the Indiana Department of Revenue ("IDOR") and has no outstanding issues with IDOR. The Grantee also affirms that there are no outstanding enforcement actions against it by agencies of the State. The below named signatory hereby warrants that he/she is authorized to make such affirmations to the IEDC.

14. COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT.

As required by Indiana Code § 5-22-3-7:

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

- (1) The Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (a) Indiana Code § 24-4.7 [Telephone Solicitation of Consumers];
 - (b) Indiana Code § 24-5-12 [Telephone Solicitations]; or
 - (c) Indiana Code § 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
 - (2) The Grantee will not violate the terms of Indiana Code § 24-4.7 for the duration of this Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.
- (B) 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:
- (1) Except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
 - (2) Will not violate the terms of Indiana Code § 24-4.7 for the duration of this Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.

15. DRUG-FREE WORKPLACE CERTIFICATION.

As required by Executive Order No. 90-5 dated 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. The 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 this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this 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;
- (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;
- (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;

- (D) Notifying the IEDC in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- (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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring 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.

16. NONDISCRIMINATION.

Pursuant to Indiana Code § 22-9-1-10 and the Civil Rights Act of 1964, the Age Discrimination in Employment Act and the Americans with Disabilities Act, the Grantee and its contractors, if any, shall not discriminate against any employee or applicant for employment relating to this Agreement 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, religion, sex, age disability, national origin or ancestry or status as a veteran, or any other characteristic protected by federal, state, or local law. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with applicable federal and state laws and regulations prohibiting the aforementioned discrimination in the provision of services.

17. NOTICE TO PARTIES.

- (A) Whenever any notice, statement, or other communication (“**Notice**”) is required under this Agreement, it shall be sent to the following address, unless otherwise advised in writing:

- (1) Notices to the IEDC shall be sent to:

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

- (2) Notices to the Grantee shall be sent to:

Central Indiana Corporate Partnership
Attn: Paul Mitchell
111 Monument Circle, Suite 1800
Indianapolis, IN, 46204

- (B) Any change in the Grantee's contact information must be provided in writing by the Grantee to the IEDC in accordance with this Paragraph 17.

- (C) Notice shall be provided via electronic mail to the Grantee's electronic mail address and via certified, registered, or first-class U.S. mail at the option of the IEDC. Notice shall be deemed delivered upon dispatch.

18. ASSIGNMENT.

- (A) This Agreement binds the Grantee's successors and assignees to all terms and conditions of this Agreement. The Grantee shall not assign, subgrant, or subcontract the whole or any part of this Agreement without the prior written consent of the IEDC.
- (B) The Grantee may not, through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities, bankruptcy, or any other voluntary action, seek to avoid the observance or performance of its obligations to the IEDC under this Agreement.

19. INDEMNIFICATION.

The Grantee shall indemnify, defend, and hold harmless the IEDC and the State of Indiana and their respective agents, officers, employees and representatives from all third party claims and suits for loss or damage to property, including the loss of use thereof, and injuries to or death of persons, including without limitation any officers, agents, employees, and representatives of the Grantee or its contractors, and from all judgments recovered there from and for expenses in defending any such claims or suits, including court costs, attorneys' fees, and for any other expenses caused by an act or omission of the Grantee and/or contractors, agents, officers, or employees in connection with performance of this Agreement. The IEDC shall not provide such indemnification to the Grantee.

20. DEBARMENT & SUSPENSION.

- (A) The Grantee certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency, branch of government, or by any department, agency, or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management of 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 state and federal suspension and debarment status for all contractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties, or costs that might arise from use of a suspended or debarred contractor. The Grantee shall immediately notify the IEDC if any subgrantee or contractor becomes debarred or suspended, and shall, at the IEDC's request, take all steps required by the IEDC to terminate its contractual relationship with the contractor for work to be performed under this Agreement.

21. ATTORNEYS' FEES & INTEREST.

The IEDC will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, attorneys' fees, court costs, or litigation expenses, except as required by Indiana law, in part, Indiana Code § 5-17-5, Indiana Code § 34-54-8, Indiana Code § 34-13-1, and Indiana Code § 34-52-2-3. Notwithstanding the provisions contained in Indiana Code § 5-17-5, the parties stipulate and agree that any liability resulting from the IEDC's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana

and shall not be based on funding from federal or other sources. In the event of legal action or proceedings of any kind, including without limitation enforcement of payment terms, the recapture of funds, whether brought by either party, the IEDC shall be entitled to reasonable attorney's fees, court costs, and other related reasonable expenses, plus interest pursuant to Indiana Code § 34-51-4-9.

22. MISCELLANEOUS.

- (A) This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.
- (B) If any section, paragraph, term, condition, or provision of this Agreement is found, by a court of competent jurisdiction, to be invalid or unenforceable, or if any section, paragraph, term, condition, or provision is found to violate or contravene the laws of the State of Indiana, then the section, paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other sections, paragraphs, terms, conditions, and provisions will remain in full force and effect.
- (C) This Agreement may be executed through an original or electronically transmitted version, and in duplicates or through counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same Agreement.
- (D) No waiver of any default, failure to perform, condition, provision, or breach of this Agreement will be deemed to imply or constitute a waiver of any other like default, failure to perform, condition, provision, or breach of this Agreement.
- (E) Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subagents of the other party.
- (F) Nothing in this Agreement shall be construed to confer any rights or remedies on any third party not a signatory to this Agreement, including, the subgrantees, employees or contractors of the Grantee.
- (G) The Grantee shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
- (H) The IEDC is exempt from state, federal, and local taxes. The IEDC will not be responsible for any taxes levied on the Grantee as a result of this Agreement.
- (I) This Agreement was reviewed and/or revised by legal counsel for the IEDC and the Grantee, and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

23. REPRESENTATIONS CONCERNING EXHIBIT A.

The Grantee represents and warrants that all representations, statements, and all other matters contained in **Exhibit A** submitted by the Grantee to the IEDC are true and complete in all material respects, unless disclosed or made a part of this Agreement. It shall be considered a material breach of this Agreement if such representations, statements, and other matters were not true and complete at the time the **Exhibit A** was submitted.

24. AUTHORITY TO COMMIT TO AGREEMENT.

Notwithstanding anything in this Agreement to the contrary, the signatory for the Grantee represents that he/she has been duly authorized to execute contracts on behalf of the Grantee and has obtained all necessary or applicable approvals from the home office of the Grantee to make this Agreement fully binding upon the Grantee when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the IEDC.

25. INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS.

Any information technology related products or services purchased, used, or maintained through this Agreement must be compatible with all Indiana Office of Technology (“**IOT**”) standards, policies, and guidelines, which are available online at <http://iot.in.gov/architecture/>. The Grantee specifically agrees that all hardware, software, and services provided to or purchased by the IEDC shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and Indiana Code § 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance.

26. DISPUTES.

- (A) Should any disputes arise with respect to this Agreement, the Grantee and the IEDC agree to act immediately to resolve such disputes. Neither party shall be required to submit to binding arbitration for the resolution of disputes. Time is of the essence in the resolution of disputes.
- (B) The Grantee agrees that, the existence of a dispute notwithstanding, it will continue, without delay, to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should the Grantee fail to continue to perform its responsibilities regarding all non-disputed work or services, without delay, any additional costs incurred by the IEDC or the Grantee as a result of such failure to proceed shall be borne by the Grantee, and the Grantee shall make no claim against the IEDC for such costs.

27. ORDER OF PRECEDENCE; INCORPORATION BY REFERENCE.

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement and (2) exhibits/attachments prepared by the Grantee.

28. NON-COLLUSION & ACCEPTANCE.

The undersigned attests, subject to the penalties for perjury, 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 Agreement other than that which appears upon the face hereof.

Signatures on Following Page -- Remainder of Page Intentionally Left Blank

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.

NEXT LEVEL MANUFACTURING INSTITUTE LLC

Chad Pittman

Signature

Chad Pittman

President

Printed Name and Position/Title

June 17, 2021

Date: _____

INDIANA ECONOMIC DEVELOPMENT CORPORATION

James M. Staton, Interim Secretary of Commerce

(Digital Signature Stamp Below)



6.17.2021

STATE BUDGET AGENCY



(For)

Zachary Q. Jackson
Director

Date: _____ July 15, 2021

Exhibit A

Statement of Work

Background:

Smart Manufacturing (SM) is the intersection of manufacturing and digitization (e.g. 3d printing equipment, industrial IoT infrastructure, cybersecurity, high speed communications infrastructure, energy resilience equipment). Furthermore, the recent COVID-19 Virus is showing how vulnerable our supply chains & manufacturing presence have become in the U.S. These two factors are combining to create a unique threat and opportunity to the entire manufacturing sector.

Indiana is well positioned to succeed given our manufacturing concentration, corporate presence, and steadily growing innovation and entrepreneurial efforts. Indiana has every reason to take a bold approach, as thousands of Hoosier jobs are at risk in a dynamically changing marketplace.

Proposed Approach:

Providing matching grants to companies interested in adopting smart manufacturing and healthcare manufacturing equipment will stimulate the existing manufacturing community and open new opportunities as on-shore manufacturing policy priorities shift.

CICP and Next Level Manufacturing Institute, with the assistance of subject matter partners, will be able to quickly establish an impactful initiative.

Specifically, these matching grants will function to expand critical knowledge and know-how, and lower the barriers to SM technology adoption and healthcare manufacturing equipment procurement at a time when Indiana manufacturers are faced with unprecedented challenges and needs to deploy smart technologies in reopening the workplace in the wake of COVID-19. This would help both to reassure and to reprioritize manufacturing dominance on a national and local Indiana level.

Next Level Manufacturing Institute will:

- Hold Grant Funds in a discrete account for sole purpose of administering grants under this agreement
- Enter into agreements with and render payment to awardees under

this Grant CICP will:

- Immediately form a Smart Manufacturing Advisory Committee to inform the IEDC on a matching grant plan.
 - Ensure diversity of industry and technical competency
 - Strive for geographic diversity
 - Consider participation from regional champions
- Focus on hardware and software that produce health care equipment or improves capability, capacity, speed, and quality
 - Ex: additive (3D) manufacturing equipment, industrial IoT sensors / programs / wireless infrastructure, cybersecurity, high speed communications infrastructure, energy resilience equipment
- Develop PR campaign to raise awareness of impact & urgency
- Announce program formally and either (a) set windows for applications or (b) accept on rolling basis until funds exhausted
- Set criteria to reviews application's technical merits & recommends awards
 - Weight analysis toward commercially ready tech from established vendors

- Drive accountability by providing max % (Higher for in-state vendors, lower for out of state)
- Promote broad participation by capping single awardee
- Applicant must demonstrate business case and ROI
- Applicant must account for training requirements and projected wage increase

Performance Metrics on this Funding Grant:

- Indiana Manufacturers must provide a funding ratio of >1:1
- Increase to wage and employment metrics of participating companies.

Budget:

- \$20 Million in grants of up to \$200,000 per Indiana manufacturer. Grant funds shall be dispersed in amount not to exceed \$10 Million per fiscal year.
- \$800,000 for administrative costs to be billed each year in an amount not to exceed \$400,000 per year.

Terms:

- Payment shall be made on a reimbursement basis upon submission of proof of expenditure
- NLMI shall establish an IEDC-approved process whereby applicants may apply for disbursement of funds
- Right of first refusal on purchased equipment so long as book value is above \$5,000 using straight line 10-year depreciation
- Favored Nation pricing & Terms for at least 3 years for products produced using equipment
- Indiana would have prioritized capacity for production off of equipment
- Subsidized equipment through this program will be ineligible for the HBI Tax Credit
- IEDC shall have participatory rights on any review committee that CICP establishes as part of approval process

EXHIBIT B

**NEXT LEVEL MANUFACTURING INSTITUTE LLC
SMART MANUFACTURING GRANT FORM**

| | |
|---|---|
| Business (Name): | |
| Contact Name: | Contact Phone Number: |
| | Contact Email: |
| Business Address: | |
| IN Secretary of State Control Number: | Federal Employer Identification Number: |
| Headquarter State: | |
| Number of Employees: | Number of Indiana Based Employees: |
| If the company is not headquartered in Indiana and/or the majority of its employees are not employed in Indiana, does it maintain a majority of its business operations in Indiana? If so, how? | |
| Brief Project Description: | |
| Project Budget: | |
| Sources of Funding for Research Project: | |

Description of Use of IEDC Grant Funds: