

**INDIANA ECONOMIC DEVELOPMENT CORPORATION
TWENTY-FIRST CENTURY RESEARCH AND TECHNOLOGY FUND
GRANT AGREEMENT**

This Grant Agreement ("Agreement"), entered into between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the "IEDC") and **PURDUE UNIVERSITY** (the "Grantee"), an Institution of Higher Education and Instrumentality of the State of Indiana on behalf of The Indiana Manufacturing Institute, located at the Purdue University Research Park in West Lafayette, Indiana and working in collaboration with the Institute for Advanced Composites Manufacturing Innovation Enabling Technology Center 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 those mutual covenants, obligations, and stipulations set forth herein, the parties 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 from the State of Indiana's Twenty-First Century Research and Technology Fund ("21 Fund") of the lesser of **FIFTEEN MILLION and 00/100 Dollars (\$15,000,000.00)** (the "Maximum Grant Amount") or the eligible costs of implementing the program described in Exhibit A of this Agreement (the "Project"), which exhibit is incorporated herein by reference.
- (B) The Maximum Grant Amount constitutes an allocation of up to \$15,000,000 from the 21 Fund to Purdue University in order to support research activities that may have an economic impact to the state. Grantee agrees to use such funds exclusively in accordance with the provisions contained in this Agreement and in accordance with the establishment and operation of the Indiana Manufacturing Institute to be located at the Purdue University Research Park in West Lafayette, Indiana, and for no other purpose.
- (C) Grantee's eligible expenditures of IEDC Grant funds in implementing the program described in Exhibit A would include, without limitation: 1.) matching funds for the support of research activities; 2.) matching funds for the operations of Indiana Manufacturing Institute; and/or 3.) direct investment in the establishment and operations of the Indiana Manufacturing Institute.
- (D) The obligations of IEDC in providing matching funds under this agreement are expressly contingent upon Grantee's receipt of an equivalent or greater amount of funding from other sources to include the U.S. Department of Energy, Office of Energy Efficiency and Renewable Energy, funding opportunity number DE-FOA-0000977, and industrial funding, as outlined in Exhibit A. Disbursement of IEDC grant funding to exceed this 1:1 match of other source funding or not expended as a direct investment in the Indiana Manufacturing Institute may be de-obligated by IEDC and, as applicable, returned by Grantee within sixty (60) days after Expiration Date.

2. TERM OF GRANT AGREEMENT

- (A) The term of this Agreement shall commence on **May 1, 2015** and continue until **June 30, 2020**, unless sooner terminated as described in this Agreement (the "Expiration Date"). The Grantee shall have until sixty (60) days after the Expiration Date, to submit claims to draw down the grant funds. In no event shall payments be made for work done or services performed after the Expiration Date. At least thirty (30) days in advance of the Expiration Date, the Grantee may request in writing that the Expiration Date of this Agreement be extended, provided that the amount of funds disbursed under this Agreement does not exceed the Maximum Grant Amount. A duly authorized representative of the IEDC may approve or deny the request for a term extending no longer than **December 31, 2020**. If the Expiration Date is extended, all other provisions of this Agreement shall remain in full force and effect.

- (B) Any provisions which, by their nature, are intended to apply after termination of this Agreement shall survive termination of the Agreement until their purposes are fulfilled.

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 Project will be at the location(s) listed in Exhibit A (the "Project Location"). The Grantee agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards.
- (B) The Grantee agrees to complete the Project in accordance with the Grantee's representations, including but not limited to any plans and specifications contained in its grant application. Modification of the application shall require the prior written approval of the IEDC.

4. PAYMENT OF GRANT FUNDS BY THE IEDC

The payment of this grant by the IEDC to the Grantee shall be made in accordance with the following schedule and conditions:

- (A) This Agreement must be fully executed.
- (B) As applicable, all of the evidentiary materials required by this Agreement must be submitted to and approved by the IEDC.
- (C) Disbursements of funds under this Section shall commence with an initial payment of up to Seven Million and 00/100 Dollars (\$7,000,000) on or after June 1, 2015 ("First Installment"). Thereafter, commencing on or after June 1, 2016, the grant funds may be drawn down in an amount of up to Four Million and 00/100 Dollars (\$4,000,000), and up to Four Million and 00/100 Dollars (\$4,000,000) on or after June 1, 2017. Notwithstanding the foregoing, disbursements of funds on or after June 1, 2016 shall be made always in accordance with Paragraph 4(E) below and expressly conditioned upon the IEDC's receipt of evidence demonstrating Grantee's expenditures of the First Installment funds.
- (D) Disbursements of funds under this Section shall be made in due course after the satisfactions of all of the conditions of this Agreement and receipt of all documentation required for payment under this Agreement.
- (E) Excepting First Installment, all payments will be made in arrears. All payments, to include First Installment, will be made upon presentation of approved and signed State of Indiana claim vouchers in substantially the same form as found in Exhibit B. As applicable, such claim vouchers must be submitted no more frequently than on a monthly basis with a budget expenditure report, detailing disbursements of any grant, federal, industrial, and/or other funding in accordance with the Budget (as hereinafter defined).
- (F) Prior to making a payment under this Agreement, the IEDC may require the Grantee to produce satisfactory evidence, that substantial progress has been made towards completion of the Project, as set forth in Exhibit A, and that the conditions set forth or referenced in this Section have been met, including the timely submission of Progress Reports discussed in Section 9, as applicable. Any disputes specific to this Article will be governed by Article 9: Disputes.
- (G) Notwithstanding any other provision of this Agreement, the Grantee expressly agrees that the monies provided herein by the IEDC are limited to the Maximum Grant Amount. The

IEDC may de-obligate any grant funds that have not been expended and drawn down as of sixty (60) days after the Expiration Date.

- (H) Failure to complete the Project and expend federal, state, local, and/or private funds in accordance with this Agreement may be considered a material breach of the Agreement and the IEDC may elect to impose sanctions against the Grantee, including but not limited to suspension of all grant payments, until such time as all material breaches are cured to the IEDC's satisfaction. Sanctions may also include the repayment of all grant funds from the IEDC or the State of Indiana, whether or not they were held or expended for this Project or accounted for in the Budget.

- (I) Excepting First Installment, 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. PROJECT BUDGET AND USE OF GRANT FUNDS

- (A) The Project Budget is set forth in Exhibit A of this Agreement (the "Budget"). The Grantee must complete the Project in accordance with the Budget. Grantee may revise, amend, or modify the Budget; provided however that (i) any such amendment does not result in the grant funds hereunder exceed the Maximum Grant Amount; and, the (ii) the Project costs funds by the grant funds hereunder and those funded by federal and industrial funds shall not be materially amended without the prior written consent of a duly authorized representative of the IEDC.

- (B) Grant funds received by the Grantee pursuant to this Agreement shall be used only to assist the Grantee with instituting an approved 21 Fund project permitted by Indiana Code § 5-28-16-3 or providing services in conformance with the Budget and for no other purpose.

6. USE OF IEDC NAME

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. For any purposes outside those contemplated by this Agreement, and for which the IEDC's participation will be referenced, with the exception of research publications merely stating IEDC's financial support, the IEDC shall have the right of review and approval of the use, disclosure, and the finished product prior to publication. All such requests must be made in writing and delivered to the IEDC for approval at its sole discretion.

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 or the United States District Court for the Southern District of Indiana. The Grantee consents to the personal jurisdiction of Indiana courts.

- (B) 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 OF AGREEMENT

- (A) This Agreement may be terminated, in whole or in part, by the IEDC whenever, for any reason, with or without cause, if the IEDC determines that such termination is in its best interest. Termination 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 date of termination. 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, the Agreement shall be canceled. 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 Grantee shall submit to the IEDC on an annual basis, beginning **August 31, 2016**, a progress report ("Progress Report"). These Progress Reports must detail progress made towards completing the Project including, but not limited to, meeting the objectives and schedules for the Project, as described in Exhibit A. The Progress Reports shall also adequately address all areas identified in Paragraph I of this Section. The Progress Reports shall serve the purpose of assuring the IEDC that the Project is progressing toward completion.
- (B) The Progress Report must be submitted for the duration of this Agreement or until the Project goals have been completed. In addition to the Progress Reports, the Grantee shall submit interim oral or written progress reports upon request by the IEDC.
- (C) Should the Grantee fail to meet the Project goals by the Expiration Date, the Grantee shall provide the IEDC, within sixty (60) days of the Expiration Date, a written justification detailing why the goals were not met by the Expiration Date.
- (D) In the event that such Progress Reports are not submitted within the time frame allotted, or if the Grantee fails to produce the evidence required by the IEDC under Paragraph C of this Section, the Grantee shall be deemed to have materially breached this Agreement, and the IEDC may, among its other remedies under this Agreement, withhold authorization for any payment request of the grant funds until such time as the deficiency is corrected.
- (E) The IEDC may periodically carry out the Monitoring Review (as defined in Paragraph F of this Section), 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 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.

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- (F) After completion of the Project or before the final payment under this Agreement, 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 grant, federal, or industrial funds allocated for the Project were expended for activities consistent with the terms of this Agreement, Exhibit A, and the Grantee's grant application;
 - (2) A complete, detailed analysis of actual grant, federal, and industrial funds expended to date on the Project and conformity or non-conformity with the permitted amounts described in the Budget;
 - (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 Annual 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 federal or industrial funds as described in the Budget.
- (G) 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.
- (H) If grant 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 F.
- (I) The annual Progress Report to the IEDC shall also include the following, but not limited to:
- (1) A summary detailing overall industry participation in the Project and sectors represented;
 - (2) Quantifiable data and other observations related to economic growth in the composites design and manufacturing base in the State relevant to the Project;
 - (3) Examples of technical successes enabled by the Project and their potential impact on the continued growth of the composites industry in the State;
 - (4) Examples of how the Project is enabling existing or new partnerships with other universities and community colleges in the State with expertise in the composites field;
 - (5) Examples of how the Project is promoting opportunities to grow technical and vocational skills in the composites sector that will help equip Indiana's workforce;
 - (6) Update on collaborative efforts with the Purdue Research Foundation relating to shared infrastructure the Project can leverage;
 - (7) Review of the Project's outreach and communications efforts to Indiana's composites industry, alongside its suppliers and customers with investments in the State;
 - (8) Detail past and upcoming opportunities for Indiana's composites industry to engage the Project and help fully realize its objectives;
 - (9) Demonstrate how the Project's technical focus and direction takes into account feedback from local industry and describe the mechanisms for which this input is sought;
 - (10) Fully detail how the IEDC's financial commitment to the Project is being further leveraged by cash or in-kind contributions from the private sector, Purdue University, other Project participants and partners, in addition to the Federal government, inclusive of the U.S. Department of Energy funding; and
 - (11) Other specific subject matters the IEDC may request at its discretion in writing prior to the submittal of the Progress Reports.

10. ACCESS TO RECORDS / AUDITS

- (A) The Grantee and its subgrantees, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Agreement, and for three (3) years from the date of final payment under this Agreement, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.
- (B) The Grantee acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State and all applicable provision of OMB Circular A-133.
- (C) 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 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. 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.
- (D) 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. RESERVED

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 under Indiana Code ch. 5-28-16. 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 pursuant to Indiana Code §§ 4-2-6 et seq., Indiana Code §§ 4-2-7 et seq., 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 § 35-44-1-3, 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 Section shall not be subject to penalty or interest under Indiana Code ch. 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 "SOS"). 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 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

- (A) As required by Indiana Code § 5-22-3-7, 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 the 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 the 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 the 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 is required under this Agreement, it shall be sent to the following address, unless otherwise specifically advised:

(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

(2) Notices to the Grantee shall be sent to:
For Technical Matters:
Purdue University
Attention: Dr. Byron Pipes
701 West Stadium Avenue, Armstrong Hall
West Lafayette, IN 47907-2045

For Contractual Matters:
Purdue University
Attention: Kenneth W. Suter, Contract Analyst
155 South Grant Street, Young Hall
West Lafayette, IN 47907-2114

(B) Notice from the IEDC to the Grantee may be provided via electronic mail to the Grantee's electronic mail address or via certified, registered, or first-class U.S. mail at the option of the IEDC. Notice shall be deemed delivered upon dispatch. Any change in contact information must be provided in writing by the Grantee to the IEDC. Notices, statements, or other communications from the Grantee to the IEDC shall be deemed delivered when received.

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 prior written approval 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. RESERVED

20. DEBARMENT AND 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. ATTORNEY'S FEES AND INTEREST

Both parties will in good faith perform their required obligations under this Agreement and do not agree to pay any penalties, liquidated damages, interest, attorneys' fees, court costs, or litigation expenses, except as required by Indiana law, including Indiana Code § 5-17-5, Indiana Code § 34-54-8, and Indiana Code § 34-13-1. Notwithstanding the provisions contained in Indiana Code § 5-17-5, the parties stipulate and agree that any liability of the IEDC shall be limited to only the amount of funding originating from the IEDC or the State of Indiana and shall not be based on funding from federal or other sources.

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 a 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 through a facsimile copy, 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) The parties to the Agreement, in the performance of this Agreement, will be acting 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 any other party for any purposes whatsoever. No party will assume liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees, or subagents of any 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, but not limited to, the 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.

23. REPRESENTATIONS CONCERNING APPLICATION

The Grantee represents and warrants that all representations, statements, and all other matters contained in the application 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 application was made.

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 office of the Grantee to make this Agreement fully binding upon the Grantee when his/her signature is affixed, and this Agreement is not subject to further acceptance by the Grantee 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. AVAILABILITY OF FUNDING

- (A) Notwithstanding any representation or provision in this Agreement to the contrary, the obligations of IEDC under this agreement are expressly contingent upon the availability of those funds from the U.S. Department of Energy described in Paragraph 1(B) herein.
- (B) Upon notification by IEDC of the interruption and/or cessation of third-party funding, Grantee will immediately cease to incur costs. Grantee acknowledges that IEDC's obligations for reimbursement of Grantee costs, even those costs incurred before the notification of interruption or cessation of funding, are expressly limited to funds for that purpose actually available to IEDC.

27. DISPUTES

- (A) Should any disputes arise with respect to this Agreement, the Grantee and the IEDC agree to act immediately to resolve such 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 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.

- (C) If a party to the Agreement is not satisfied with the progress toward resolving a dispute, the party must notify, in writing, the other party of the dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, the dissatisfied party will submit the dispute in writing according to the following procedure:
- (1) The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail, or otherwise furnish a copy of the decision, to the Grantee and the IEDC within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over.
 - (2) The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination.
 - (3) If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
 - (4) The IEDC may withhold grant payments pending resolution of the dispute. The unintentional nonpayment by the IEDC to the Grantee in accordance with the terms of this Agreement will not be cause for the Grantee to terminate this Agreement, and the Grantee may bring suit to collect these amounts without following the disputes procedure described in this Section.

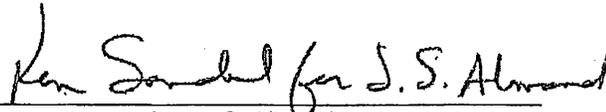
28. NON-COLLUSION AND ACCEPTANCE

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.

Project # 417828
Grant ID # A229-5-21Fund-10133

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

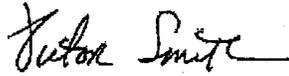
**PURDUE UNIVERSITY ON BEHALF OF
THE INDIANA MANUFACTURING INSTITUTE**



James S. Almond
Senior Vice President for Business Services
and Assistant Treasurer

DATE: 6/12/15

INDIANA ECONOMIC DEVELOPMENT CORPORATION

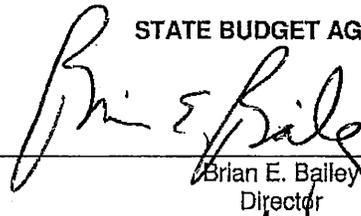


Digitally signed by Victor P. Smith
DN: cn=Victor P. Smith, o=IEDC, ou=Secretary
of Commerce, email=vsmith@iedc.in.gov,
c=US:
Date: 2015.06.12 12:19:16 -04'00'

Victor P. Smith
Secretary of Commerce

DATE: _____

STATE BUDGET AGENCY



Brian E. Bailey
Director

DATE: 09/03/15

Project # 417828
Grant ID # A229-5-21Fund-10133

EXHIBIT A

THE INSTITUTE FOR ADVANCED COMPOSITES MANUFACTURING INNOVATION

DESCRIPTION OF PROJECT & BUDGET

PURDUE

UNIVERSITY

SPONSORED PROGRAM SERVICES

April 24, 2015

Mark Pishon
Chief Financial Officer
Indiana Economic Development Corporation
1 N. Capitol Avenue, Suite 700
Indianapolis, IN 46204
317-619-6874
317-233-9851 (Fax)
mpishon@iedc.in.gov

Subject: Proposal Number 00059056

Dear Mr. Pishon:

Please accept the enclosed proposal, *IACMI - Institute for Advanced Composites Manufacturing Innovation*, submitted on behalf of Purdue University. The research for this proposal will be directed by Dr. Byron Pipes. This application has been administratively reviewed and approved by the appropriate officials.

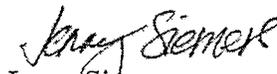
Any agreement or award resulting from this proposal submission should reference the proposal number 00059056 and be made to:

Purdue University
Sponsored Program Services
155 S Grant Street
West Lafayette, IN 47907-2114

Please contact the principal investigator, Dr. Byron Pipes, at 765-494-5767 or bpipes@purdue.edu regarding technical aspects of the proposal. Fiscal questions should be directed to the pre-award specialist, Kirsten Sherman-Haynes, at 765-496-6638 or shermanh@purdue.edu.

We look forward to your favorable review.

Sincerely,


Jenny Siemers
Pre-Award Center Manager
Sponsored Program Services

Purdue University

IACMI

Purdue University is anticipating an agreement with DOE and a consortium group to set up the Institute for Advanced Composites Manufacturing Innovation. As part of the requirements for an institution to become part of the expected consortium, an expected 1:1 match was a contingency in the original RFP.

In June of 2014, Purdue University submitted a full statement of work and an estimated budget for a 5 year period. The budget estimate for the 5 year period is attached including the cost share contribution that the Indiana Economic Development Corporation had so generously agreed to, in order to support and assist Purdue University with chance of award.

The original letter is also attached for your reference.

If required for the state, a budget breakdown of the use of the dollars committed will be provided upon request as funding comes in from DOE.

Currently Purdue University is awaiting the award from DOE and the consortium, hence, will not have any expenditures and no work will be performed until that award is in place.

Statement of Work Overview:

The primary focus of the Indiana Technology Area will be the development, validation, delivery and training for simulation tool suites to support design of composite products manufacturing and performance. The Indiana team will support all IACMI projects with simulation tools for design and manufacturing, The simulation tools will support i) high pressure resin transfer molding, ii) injection overmolding, iii) advanced fiber placement and laminate stamping and iv) composites additive manufacturing for tooling.

Verification and validation at the lab scale requires the development of facilities by the integration and co-location of substantial existing composites facilities and purchase/lease of new manufacturing facilities.

The Composites Design and Manufacturing HUB (cdmHUB) will serve as a model for the Composites Virtual Factory HUB (cvfHUB) of IACMI to provide browser-based simulation tools linked together to provide the end-to-end simulation of design, processing and manufacturing of composite structure to IACMI project teams located in all five state centers.

The cdmHUB has been up since 2013 and functioning with 1000 users. Its focus is the development of best practices for composites simulation tool development, validation and use; and to educate composites simulation users. It is supported by a by a growing industrial consortium of Dassault Systemes, Cytec, Henkel, Boeing and Rolls Royce.



AStateThatWorks.com

June 6, 2014

Dr. Craig Blue, Director
Institute for Advanced Composites Manufacturing Innovation
One Bethel Valley Road
Oak Ridge, TN 37830

Subject: State of Indiana's commitment to the Institute for Advanced Composites Manufacturing Innovation under DE-FOA-0000977

Dear Dr. Blue:

On behalf of the State of Indiana, I am pleased to provide this letter of commitment for the Institute for Advanced Composites Manufacturing Innovation proposal being submitted in response to the U.S. Department of Energy, Office of Energy Efficiency and Renewable Energy's funding opportunity number DE-FOA-0000977.

The State of Indiana will provide \$15 million in previously uncommitted State dollars to serve as cost share to support the proposed Institute for Advanced Composites Manufacturing Innovation's goals over the next five years. These funds will be committed so long as approved by the Indiana Legislature and State Budget Committee.

Composite materials are revolutionizing the manufacturing sector and enabling countless applications that have already created jobs in our state. These jobs relate to advanced manufacturing in the automotive, aerospace/aviation, defense, and motorsport segments -- all sectors with a strong presence in our state. We appreciate the opportunity to fully partner with the Institute and leverage our unique resources and attributes in this field to spur job creation and economic growth throughout the State of Indiana and nationwide.

If you have any questions regarding this matter, please contact Ian Steff, Senior Advisor for Nanotechnology and Advanced Manufacturing at isteff@iedc.in.gov.

Sincerely,

Victor P. Smith
Secretary of Commerce

Project # 417828
Grant ID # A229-5-21Fund-10133

**EXHIBIT B
INVOICE FORM**

Your Company Name
Your Company Slogan

Street Address
City, ST ZIP Code
Phone Fax

DATE:
INVOICE #
IEDC Grant ID :
Project #

July 1, 2015

Remit Via email to:

Indiana Economic Development Corporation
Attn: Sam Anderson, Grant/Contract Manager, saanderson@iedc.in.gov
One North Capital Ave Suite 700
Indianapolis IN 46204
317-234-8259

DESCRIPTION	AMOUNT
TOTAL	\$ -

I am authorized to present this claim for reimbursement. I certify that the account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Signature of Vendor _____ Date _____
Name: _____

Signature: _____ Title: _____
Date: _____

Authorized Initials/Date of IEDC CFO: _____

Signature of IEDC Approving Authority _____ Date _____



VIA CERTIFIED MAIL

June 15, 2016

Mr. Kenneth W. Suter, Contract Analyst
Purdue University
155 South Grant Street, Young Hall
West Lafayette, IN 47907-2114

Re: Grant ID # A229-5-21Fund-10133, Project # 417828

Mr. Suter:

The Indiana Economic Development Corporation (“IEDC”) appreciates Purdue University’s (“Purdue”) efforts to represent and facilitate the Institute for Advanced Composites Manufacturing Innovation Enabling Center. The IEDC has reviewed your request to enter into a subagreement with the Purdue Research Foundation (“PRF”) for the aggregation of expenses toward the overall facility.

Please consider this letter the IEDC’s approval for Purdue to enter into a subagreement with PRF pursuant to Paragraph 18(A) of the Indiana Economic Development Corporation Twenty-First Century Research and Technology Fund Grant Agreement, which commenced on May 1, 2015, between the IEDC and Purdue.

We recognize the structure is central to the initiative. Further, our issued approval is based, in part, on Purdue’s response that the aggregation of expenses be detailed and segregated for IEDC review upon request, the documents be edited for clarity as to the entities, nature, and purpose relating to each expense (with Purdue refraining from the use of acronyms and coding procedures), and such detailed document records be in electronic format. Additionally, summary billing is authorized to be submitted to the IEDC, however, substantiating documentation must follow the above guidelines.

Please also note, that the IEDC’s approval is conditioned upon receipt of the fully executed subagreement. Should you have any further questions or concerns, please contact me.

Sincerely,

Mark Pishon
Director of Investment Assurance

cc: Mr. Ken L. Sandel, Senior Director, Sponsored Programs, Purdue University (via email only)
Mr. Scott Seidle, Chief Financial Officer, Purdue Research Foundation (via email only)