EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

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:	2. Date prepared:
A281-6-IPR-17-1020	6/30/2016

3. CONTRACTS & LEASES

___ Professional/Personal Services	___ Contract for procured Services
X Grant	___ Maintenance
___ Lease	___ License Agreement
___ Attorney	___ Amendment# ___
___ MOU	___ Renewal # ___
___ QPA ___	___ Other ___

FISCAL INFORMATION

4. Account Number: 48340-10600.573100	5. Account Name: INDIANA PROMOTION FUND
6. Total amount this action: $600,000.00	7. New contract total: 600,000.00
8. Revenue generated this action: $0.00	9. Revenue generated total contract: $0.00

10. New total amount for each fiscal year:

Year 2017 $600,000.00
Year ___ $___
Year ___ $___
Year ___ $___

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 7/1/2016	12. To (month, day, year): 12/31/2016

13. Method of source selection:
___ Bid/Quotation ___ Emergency X Negotiated ___ Special Procurement
___ RFP# ___ ___ Other *(specify)* ___

AGENCY INFORMATION

14. Name of agency: Economic Development Corp	15. Requisition Number: 0000006136

16. Address: IN Economic Development Corp
Central Office
1 N CAPITOL AVE STE 700
INDIANAPOLIS, IN 46204-2040

AGENCY CONTACT INFORMATION

17. Name: Joyce Weidner	18. Telephone #: 317/234-8003

19. E-mail address: joweidner@iedc.in.gov

COURIER INFORMATION

20. Name: Jackie Addison	21. Telephone #: (317)234-8741

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

VENDOR INFORMATION

23 Vendor ID # 0000206233

24. Name: SAGAMORE INSTITUTE INC	25. Telephone #: N/A

26. Address:
2902 N MERIDIAN ST
INDIANAPOLIS, IN 46208

27. E-mail address: jay@sagamoreinstitute.org

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) X Yes ___ No

29. Primary Vendor: M/WBE/IN-Vetera	30. Primary Vendor Percentages
Minority: ___ Yes X No	100.0 %
Women: ___ Yes X No	
IN-Veteran ___ Yes X No	

31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: ___ Yes X No	Minority: ___ %
Women: ___ Yes X No	Women: ___ %
IN-Veteran ___ Yes X No	IN- Veteran ___ %

33. Is there Renewal Language in	34. Is there a "Termination for Convenience" clause in the document?
___ Yes X No	X Yes ___ No

35. Will the attached document involve data processing or telecommunications system ___ Yes: IOT or Delegate has signed off on contract

36. Statutory Authority *(Cite applicable Indiana or Federal Codes)*:
IC 4-13-2-14.8

37. Description of work and justification for spending money. *(Please give a brief description of the scope of work included in this agreement.)*

Grant Fund shall be used for the NCCO project. The Naval Surface Warfare Center at Crane produces $2 million per day for Indiana's economy while equipping America's Special Forces with their best equipment. And the Indiana National Guard's urban warfare training center at Muscatatuck is leading the way in cyber security. Together, the road to our nation's high technology, low cost solutions to 21st century security runs through Indiana. IEDC has been providing Grantee the support from the State with the intent to make Indiana one of the most innovative places in the world to bring technology and national defense together.

38. Justification of vendor selection and determination of price reasonableness:
We have been working on projects with Sycamore and this is part of the ongoing process.

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

40. Agency fiscal officer or representative to approve	41. Date Approved	42. Budget agency approval	43. Date Approved
Matthew R. Kimmick DN: cn=Matthew R. Kimmick, o=Indiana Economic Development Corporation, ou, email=mkimmick@iedc.in.gov, c=US Date: 2016.06.30 11:54:13 -04'00'		AC	6/30/16
44. Attorney General's Office approval	**45. Date Approved**	**46. Agency representative receiving from AG**	**47. Date Approved**

96262-000

INDIANA ECONOMIC DEVELOPMENT CORPORATION
GRANT AGREEMENT

This Grant Agreement (this "**Agreement**"), entered into between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the "**IEDC**") and **SAGAMORE INSTITUTE, INC.** (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 those mutual covenants, obligations, and stipulations set forth herein, the parties agree as follows:

1. PURPOSE OF THIS AGREEMENT.

The purpose of this Agreement is to enable the IEDC to make a grant to the Grantee from the Indiana Promotion Fund of an amount not to exceed **$600,000.00** (the "**Maximum Grant Amount**") or the eligible costs of implementing the projects described in **Exhibit A** of this Agreement (the "**Projects**"), which exhibit is incorporated herein by reference.

2. TERM OF GRANT THIS AGREEMENT.

(A) The term of this Agreement shall commence on **July 1, 2016** and continue until **December 31, 2016**, unless sooner terminated as described in this Agreement (the "**Expiration Date**").

(B) The Grantee shall have until the earlier of (1) fifteen (15) business days prior to the Expiration Date, or (2) thirty (30) days from the completion of work done or services performed to submit claims for disbursements.

(C) In no event shall disbursements 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 **February 28, 2017**. If the Expiration Date is extended, all other provisions of this Agreement shall remain in full force and effect.

(D) This Agreement does not have an option for renewal.

(E) 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 PROJECTS.

(A) The Grantee shall be solely responsible for the proper design and implementation of the Projects, 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.

(B) The Grantee shall also make reasonable best efforts to secure reimbursement up to the Maximum Grant Amount from the federal government. If the Grantee is awarded federal funds for the implementation of the Projects described in **Exhibit A**, the Grantee shall repay the IEDC all such funds up to the Maximum Grant Amount within sixty (60) days

of its receipt of federal funds. The IEDC shall provide the Grantee with instructions on the preferred repayment method.

4. DISBURSEMENT OF GRANT FUNDS BY THE IEDC.

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

(A) This Agreement must be fully executed.

(B) 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.

(C) The grant funds shall be disbursed in **six (6) installments** of **$100,000.00 per month**, with the first monthly installment to be made to the Grantee within thirty-five (35) days of full execution of this Agreement.

(D) Disbursements of funds under this Paragraph 4 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) All disbursements will be made in arrears and only upon presentation of approved and signed State of Indiana claim vouchers. Such claim vouchers must be submitted with a Budget Expenditure Report, detailing disbursements of any grants, local funds or incentives, and/or other funds in accordance with **Exhibit A**. Claim vouchers and Budget Expenditures Reports shall be sent to processing@iedc.in.gov.

(F) Prior to making a disbursement under this Agreement, the IEDC may require the Grantee to produce satisfactory evidence, in the sole opinion of Grantor, that substantial progress has been made toward completion of the Projects and that the conditions set forth or referenced in this Paragraph 4 have been met, including the timely submission of Progress Reports discussed in Paragraph 9.

(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 disbursed as of thirty (30) days after the Expiration Date.

(H) Failure 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 suspended of all future grant disbursements 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 grant funds from the IEDC or the State of Indiana, whether or not they were held or expended for the Projects.

(I) All disbursements 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 disbursements are to be credited. For forms and additional information, see the Auditor of State's website at *www.in.gov/auditor/2340.htm*. No disbursements 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. Disbursements 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) The Grantee must complete the Projects in accordance with **Exhibit A**.

(B) No travel and other expenditures made by the Grantee will be reimbursed by the IEDC unless provided for in **Exhibit A**. Allowable expenditures made by the Grantee for travel will be reimbursed at the current rate paid by the IEDC and in accordance with State Travel Policies and Guidelines as specified in the current Financial Management Circular, available at *http://www.in.gov/idoa/2459.htm*. All expenses must be approved by the IEDC in advance and in writing. Out-of-state travel requests must be reviewed by the IEDC for availability of funds and for appropriateness per Financial Management Circular guidelines.

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 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 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. 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 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 no later than **September 1, 2016** a written progress report (**"Progress Report(s)"**); thereafter, the Grantee shall submit written Progress Reports to the IEDC on a monthly basis.. The Progress Reports must detail progress made toward completing the Projects including, meeting the objectives and/or schedules for the Projects, as described in **Exhibit A**. The Progress Reports shall serve the purpose of assuring the IEDC that the Projects are progressing toward completion.

(B) In addition to the Progress Reports, the Grantee shall submit interim oral or written reports upon request by the IEDC.

(C) The Grantee shall submit the Progress Reports to the IEDC at reports@iedc.in.gov.

(D) Should the Grantee fail to meet the Projects goals by the Expiration Date, the Grantee shall provide the IEDC, within thirty (30) days of the Expiration Date, a written justification detailing why the goals were not met by the Expiration Date.

(E) 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 9(D) the IEDC may, among its other remedies under this Agreement, withhold authorization for any subsequent disbursements of the grant funds until such time as the deficiency is corrected.

(F) The IEDC may periodically carry out the Monitoring Review (as defined in Paragraph 9(G), 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 Projects. The Grantee will take all actions necessary to correct or cure any findings identified by the IEDC during its monitoring and evaluation.

(G) After completion of the Projects and before the final installment disbursement, the IEDC may elect to conduct an on-site monitoring review of the Projects (the "**Monitoring Review**"). The Monitoring Review will document the following:

(1) Whether grant or matching funds allocated for the Projects were expended for activities consistent with the terms of this Agreement, including **Exhibit A**;

(2) A complete, detailed analysis of actual grant and matching funds expended to date on the Projects and conformity or non-conformity with the permitted amounts described in the Budget;

(3) A detailed listing of all Projects costs that have accrued but are yet unpaid, if any;

(4) A written evaluation of the Grantee's timely progress in Projects management, financial management and control systems, procurement systems and methods, and performance relative to timely submission of 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.

(H) 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.

(I) 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 above.

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 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 Projects, 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 Projects 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 modification thereof.

12. 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 § 35-44.1-1-4, 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 disbursements 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 disbursements that the IEDC may delay, withhold, deny, or apply under this Paragraph 12 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.

13. 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.

14. 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.

15. 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.

16. 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
reports@iedc.in.gov

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

Jay Hein, President
SAGAMORE INSTITUTE, INC.
2902 N. Meridian Street
Indianapolis, IN 46208
Jay@sagamoreinstitute.org

With electronic copy to:

Danielle Chrysler
dchrysler@usncco.com

(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.

(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.

17. 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.

18. 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.

19. 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.

20. ATTORNEY'S FEES & INTEREST.

The IEDC will in good faith perform its required obligations under this Agreement and does 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, 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 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. In the event of legal action or proceedings of any kind, including without limitation enforcement of payment terms, the recapture of grant 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.

21. 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 electronic 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, 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.

(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.

22. 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.

23. INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS.

[Deleted by mutual agreement of the parties.]

24. 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 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.

25. 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; (2) exhibits/attachments prepared by the IEDC; and (3) exhibits/attachments prepared by the Grantee, including the Grantee's Projects as set forth in **Exhibit A.**

26. AGREEMENT MODIFICATIONS.

Only the following paragraphs of this Agreement were added, deleted, or modified during construction and/or negotiation of this Agreement.

Paragraph 23 of this Agreement, entitled Information Technology Accessibility Standards, is deleted by mutual agreement of the parties.

27. 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 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.

SAGAMORE INSTITUTE, INC.

Jay Hein
President

DATE: 6-27-16

INDIANA ECONOMIC DEVELOPMENT CORPORATION

Victor P. Smith, Secretary of Commerce

(Digital Signature Stamp Below)

Digitally signed by Victor P. Smith
DN: cn=Victor P. Smith, o=Secretary of Commerce, ou=IEDC, email=vsmith@iedc.in.gov, c=US
Date: 2016.06.28 09:39:38 -04'00'

STATE BUDGET AGENCY

Brian E. Bailey
Director

DATE: 6/30/16

EXHIBIT A
PROJECTS

The following are the Contractor's five (5) Projects and objectives for the period from July 1, 2016 to the Expiration Date of this Agreement:

1. Recruit, organize and initiate operations of the NCCO Consortium. Goal is to recruit six (6) major universities, twelve (12) major businesses, two (2) federal laboratories and twelve (12) small businesses with an emphasis on those located in Indiana and Ohio. Focus will be on those that have experience and capabilities in the areas of cyber, electromagnetic spectrum, electronic warfare, unmanned systems and information operations.

2. Support the Indiana National Guard in winning the designation of its Atterbury-Muscatatuck training center as the benefactor of the Army's MegaCity program. This project is an important step to the Indiana Test Bed's achievement of dominance in the area of advanced technology prototyping and training within the National Security sector. Financial benefits will primarily accrue to the Indiana Guard and the State of Indiana with an expected $80M in infrastructure investments and up to $80M per year in economic impact derived from Army usage of the site. When designated, initial funding will be forth coming the start of federal fiscal year 2018.

3. Coordinate, implement and manage the Muscatatuck Human Dimension Project. This project is expected to be a public-private partnership between the NCCO, Ivy Tech and the Indiana National Guard with the goal of establishing an advanced technology, innovation center of excellence on the campus of Muscatatuck Urban Training Center. The agreement for this project will be finalized within calendar year 2016 with implementation beginning in calendar year 2017. Expected benefits are two-fold: first, it will establish a high-tech innovation center in southwest Indiana that will be the nexus for high-tech jobs and economic growth in the region; second, it will significantly contribute to the viability and value of project five, below, with its stated return on investment.

4. Develop, negotiate and finalize a public-private partnership between NCCO, Indiana National Guard and the Louisville-Indiana Railroad that will leverage the dormant Atterbury Railhead in creating an Inland Port/Intermodal Transportation Hub serving south central Indiana. The agreement for this objective will be finalized within the next six (6) months. Initial operating capability will be achieved in the January-February 2017 timeframe with full operating capability achieved by fall 2017. Once fully operational, this project is expected to generate in excess of $1M per year in operating revenue for NCCO while generating an estimated $50-$100M plus per year in job value and economic impact to south-central Indiana.

5. Establish a public-private partnership between the NCCO and its consortium, Indiana National Guard, and the US Army for the purpose of providing optimum solutions to Army complex problems through provision of cross-domain, technological and intellectual solution sets. The agreement for this objective is expected to be finalized within the next six (6) months using a federal transaction agreement expected to be $100M plus spread over a five-year period generating some $20M plus per year in direct funding. First returns will be realized in the January-March 2017 timeframe.