

THIRD FRONTIER INTERNSHIP GRANT AWARD AGREEMENT

Company:		Contact:	
Address:		Email:	
City & Zip:		Phone:	
Grant Amount.:	n/a	Grant Term:	9/14/2020 – 12/4/2020
Grant Source:	Third Frontier via Rev1 Ventures	# of Interns:	

Rev1 Ventures (“Grantee”) has received funds from the Ohio Department of Development (“ODOD”) to make Third Frontier Internship (“TF Internship”) grants to companies offering eligible internships. Grantee is awarding TF Internship grant funds (the “Grant”) to Company as set forth above subject to Company’s acceptance of this Award Agreement (the “Agreement”)

1. **Program Requirements.** Exhibit A to this Agreement is a copy of the Rev1 Ventures Internship Program Requirements for companies and internships. By accepting this Grant award, Company: (a) certifies that it meets the eligibility requirements for companies offering Internships, (b) Company agrees that it will use the Grant only to support internships that satisfy the Rev1 Ventures Internship eligibility requirements, and (c) Company agrees to comply with the Rev1 Ventures Internship Program Requirements during the Grant Term.

2. **Internship Cost.** Company shall use the Grant to pay TF Internship wages. The Grant may be used to fund up to 1/2 of wages paid to an Intern, up to \$2000, and no more than five (5) interns per cohort. Company agrees to fund all Internship costs in excess of the Grant amount. Company shall be solely liable for all applicable unemployment compensation, insurance premiums, workers’ compensation premiums, income tax deductions, Social Security deductions, and any and all other taxes or payroll deductions that may be required for all Interns.

3. **Payment of Grant Funds; Invoice Information.** The Grant will be paid on a reimbursement basis. Company shall provide all information necessary for Grantee to process invoices to ODOD.

4. **Reporting Information.** As a condition to receiving Grant funds, ODOD requires reporting about program outcomes. Company shall provide all Rev1 Ventures Internship reporting information required by ODOD. During the Grant Term, Company will be asked to provide the following information: the number of TF Interns hired by Company and for each internship position, the academic year of the individual hired and a description of each TF Internship position, including duration of internship, hours per week, hourly wage rate and a brief summary of the duties to be performed by the intern. Company shall provide such information within 10 business days after request. Requests for reporting information may be made up to 3 years after the end of the Grant Term by ODOD or Grantee.

5. **Termination.** In the event Company fails to comply with the Program Requirements or the terms of this Agreement, Grantee may terminate this Agreement. Grantee may, but is not required, to allow a cure period not longer than 30 days. If this Agreement is terminated for non-compliance, Grantee, in consultation with ODOD, may require Company to repay on demand all or a portion of the Grant funds disbursed to Company through the effective date of the termination, plus interest on such amount at the annual rate of 12% calculated

from the date of the first disbursement of Grant funds through the date of repayment.

6. **Required State Terms.** State law requires that Company, as a recipient of state funds, agree to the following terms:

(a) Company will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability or age. Such discrimination shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Company will, in all solicitations or advertisements for employees placed by or on behalf of Company, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability or age.

(b) Company shall indemnify and hold Grantee, ODOD and the State of Ohio harmless and immune from any and all claims for injury or damages arising from Company’s own actions or omissions or from the actions of its trustees, officers, employees, agents, and subcontractors, in connection with its participation in the Rev1 Ventures Internship program. Such claims shall include, but are not limited to, any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. Company shall bear all costs associated with defending Grantee, ODOD and/or the State of Ohio against any such claims.

(c) Company shall comply with all applicable federal, state, and local laws related to Company’s performance of its obligations under this Agreement.

(d) In accordance with Executive Order 2007-01S, Company, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Company understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of

other contracts or grants with the State of Ohio. Executive Order 2007-01S is available at www.governor.ohio.gov.

(e) Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

(f) Company represents that it has made no false statements to Grantee in the process of obtaining the Grant. If Company has knowingly made a false statement to Grantee to obtain the Grant, Company shall be required to return all Grant funds immediately pursuant to Ohio Revised Code § 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to Revised Code § 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Revised Code § 2921.13(E), which is punishable by a fine of not more than \$1,000.00 and/or a term of imprisonment of not more than 180 days.

(g) If applicable, the Grantee must certify compliance with Revised Code § 2909.33 (Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization).

7. Miscellaneous.

(a) This Agreement is governed by the laws of the State of Ohio.

(b) This Agreement and its exhibits constitute the complete understanding of the parties, and merge and supersede any and all other discussions, agreements, and understandings, either oral or written, between the parties regarding funding for TF Internships that is the subject of this Agreement.

(c) If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such term shall be deemed to be severed from the Agreement and the remaining terms shall continue in full force and effect.

(d) Neither this Agreement nor the Grant may be assigned by Company to any other person without the prior written consent of Grantee and in compliance with any guidelines of ODOD.

(e) Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, reporting requirements as described in the Agreement and any indemnification obligation, shall so survive and shall benefit the parties, ODOD and their respective successors and permitted assigns.

By signing below, Company acknowledges that it has read and understands the terms and conditions of this Agreement and the Rev1 Ventures Internship Program and that it accepts and agrees to such terms and conditions.

Company:

Rev1 Ventures:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
REV1 VENTURES INTERNSHIP PROGRAM
PROGRAM REQUIREMENTS

Internships and Eligibility Requirements.

- **Technology Focus Areas.** The Rev1 Ventures Internship Program (RVIP) assists students and for-profit companies studying or working in key areas of science and technology, engineering and math relating to the Ohio Third Frontier's (OTF) focus areas, including Advanced Materials; Advanced Energy; Biomedical; Instruments, Controls and Electronics; Advanced Propulsion; and, Information Technology.

Furthermore, the Ohio Third Frontier Commission (OTFC) has decided that OTF funding preference will be given to companies involved within one or more of Ohio's key industries. Ohio's key industries have been identified as: Advanced Energy and Environmental Technologies; Aerospace and Aviation; Agriculture and Food Processing; Biomedical; Instruments, Controls, and Electronics; Motor Vehicle and Parts Manufacturing; and Distribution and Logistics. Should they be selected for OTF funding, Applicants are to be aware of the OTF preferred technology focus areas and key Ohio industries.

- **Internships.** Internships are considered for an undergraduate freshman, sophomore, junior, senior or recent graduate (within 6-8 mos.) from either a four-year institution of higher education or a student at a two-year community or technical college working in a professional environment associated with a defined high-tech category for a limited period of time, normally aligned with school terms or vacation periods, to either gain sufficient practical hands-on work experience in a high-tech category position to allow for career decision making or provide host employers with real-time state-of-the-art category skills to accelerate their short-term business objectives.

Technology-based internships for college students working with an Ohio for-profit company having a Principal Place of Business in Ohio are to be supported with RVIP funds. Eligible internships must offer at least ten weeks of full-time or part-time employment during any calendar year. All internships must be industry-specific in one of the OTF focus areas identified in Technology Focus Areas above.

- **Students.** Eligible RVIP students must be Ohio residents or a student at an institution of higher education in good academic standing (2.5 GPA or above). Students must also be currently registered or recent graduates from a technical or community college; a freshman, sophomore, junior, senior, or recent graduate at a four-year institution; or a masters or doctoral candidate in high-tech graduate studies in an approved high-tech curriculum. High-tech curricula include all degree programs in the physical, biological, and agricultural sciences as well as engineering, computer science, and mathematics. Students must be at least eighteen years of age when the internship begins.

Student participation is not limited to Ohio colleges and universities, as students who are Ohio residents attending out-of-state higher education institutions and are enrolled in eligible fields of study may qualify for the RVIP. Students from out-of-state higher education institutions who are not Ohio residents are also eligible, as long as the internship takes place in Central Ohio.

- **For-Profit Companies.** For-profit companies eligible to participate in the RVIP must be registered to do business in Ohio and have a Principal Place of Business in Ohio at which a qualifying internship will be conducted. Companies must provide valid high-tech growth-oriented internships in OTF technology focus areas including Advanced Energy; Advanced Materials; Advanced Propulsion; Biomedical; Instruments, Controls and Electronics; and Information Technology.

For-profit companies sponsoring eligible internships will be provided up to \$2,000 (or 1/2 the salary) in RVIP funds for the fall 2020 cohort for each eligible internship, full- or part-time, opportunity.

For-profit companies participating in the RVIP may use one or more than one intern to fill the same position or part-time internship only under the following circumstances: an intern leaves the program for any reason and is replaced by the company with another eligible student or an intern fails to meet the standards outline in the job description and/or employment agreement and is replaced by the business with another eligible student.

For-profit companies supporting internships through the RVIP will be required to provide RVIP Grantees with eligibility information for each intern; approved timecards and internship evaluation with each reimbursement request; follow-up reporting as requested by Development; and retain accurate intern employment records for a period of three (3) years after completion of the RVIP funding for each internship.