

The University of Tennessee Facility Use Zero-Dollar Agreement

This facility use zero-dollar agreement is dated January 1, 2021 (effective date), and is between The University of Tennessee Space Institute (UTSI) a public higher education institution and instrumentality of the state of Tennessee ("University") having a principal place of business at 411 B.H. Goethert Parkway, Tullahoma, TN 37388, and Motlow State Community College, a Tennessee public higher education institution and instrumentality of the State of Tennessee ("Company"), having a principal place of business at 6015 Ledford Mill Road, Tullahoma, TN 37388 .

The parties agree as follows:

A. Term and Termination:

1. Term: The term of this agreement begins on 1/1/2021 and ends on 12/31/2022.
2. Termination:
 - i. For Cause: If Company materially breaches this agreement, University may terminate this agreement immediately.
 - ii. Unrestricted Right: Either party may terminate this agreement for any reason by giving the other party at least 30 days' prior notice in writing.
3. Scope: See Schedule 1.

B. Financial: This agreement is a zero-dollar agreement. Neither party will pay the other under this agreement.

C. Compliance:

1. Premises Rules: When Company is physically present on University property, Company shall make reasonable efforts to cause its employees, students and permitted sub-contractors to become aware of, and in act full compliance with, University's rules, policies, and procedures (collectively referred to as "rules."). For example, Company shall ensure that it complies with the University's applicable rules regarding safety, smoking, noise, access restrictions, parking, security, and consideration for minors (students and University visitors under age 18).
2. Conduct: Company shall make reasonable efforts to ensure that Company's employees, students and permitted sub-contractors will conduct themselves in a professional manner while on University property, and while interacting with University employees, students, or visitors. Company must report, within 24 hours, to the University's Office of Human Resources any complaints about Company's employees or sub-contractors engaging in the following behavior: sexually suggestive or harassing behavior; unwanted physical touching; unwanted photographs; alcohol use; illegal drug use; or physical manifestations of alcohol or

drug use (e.g. Company's employee emits smells that indicate that the individual consumed alcohol recently).

3. Debarment: Company hereby attests that the following are true statements:
 - i. Company is not currently debarred by the U.S. federal government.
 - ii. Company is not currently suspended by the U.S. federal government.
 - iii. Company is not currently named as an "excluded" supplier by the U.S. federal government.

D. General:

1. Assignment: This agreement is personal to Company. Accordingly, Company may not assign any rights or delegate any duties under this agreement.
2. Governing Law: The laws of the state of Tennessee, without giving effect to its principles of conflicts of law, govern this agreement. The University's liability will be governed by the Tennessee Claims Commission Act.
3. Self-Insurance: The University is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et seq., which covers certain tort liability for actual damages of up to \$300,000 per claimant and \$1,000,000 per occurrence.
4. Use of University Intellectual Property: Except as allowed in this section, Company shall not use the University's name, marks, logos, or any other University-owned intellectual property for any reason, without the written consent of an authorized official of the University.
5. Third-Party Beneficiaries: There are no third-party beneficiaries to this agreement.
6. Severability: The parties intend as follows:
 - i. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
 - ii. that if an unenforceable provision is modified or disregarded in accordance with this section, then the rest of the agreement will remain in effect as written; and
 - iii. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

7. Modification; Waiver: No amendment of this agreement will be effective unless it is in writing and signed by authorized officials of the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by an authorized official of the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.
8. Counterparts: If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.
9. Force Majeure: Neither party's delay or failure to perform any provision of this agreement, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) will be deemed a breach of this agreement.
10. Notice:
 - i. For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, or (3) by registered or certified mail, return receipt requested and postage prepaid;
 - ii. Subject to sub-section (iv) below, a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
 1. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt; and
 2. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
 - iii. For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

Company: See Schedule 1.

University:

Contract and Legal Notices

The University of Tennessee Space Institute
411 BH. Goethert Parkway
Tullahoma, TN 37388
ATTN: Grants and Contracts
Email: UTSI_ContractAdministration@utsi.edu

- iv. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

- E. Entire Agreement: This agreement and the University's Standard Terms and Conditions (Attachment One), as appropriate, constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties. In the event that Company maintains terms and conditions on its website, software, invoices, etc., such terms and conditions do not apply to the University.

Agreed: The parties are signing this agreement on the effective date listed in the introductory clause of this agreement. In witness of their acceptance of the terms of this Contract, the parties have had this Contract executed by their duly authorized representatives.

The University of Tennessee Space Institute

DocuSigned by:
Signature: James Simonton
CBF83C5118F0437...

Name: Dr. James Simonton

Title: Interim, Executive Dir.

Date: 2020-11-02 | 11:26 AM PST

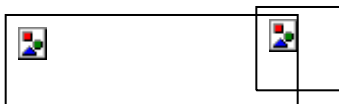
Motlow State Community College

DocuSigned by:
Signature: Michael Torrence
CF16EC71E891469...

Name: Dr. Michael Torrence

Title: President

Date: 2020-11-02 | 5:52 PM PST



Flora W. Tydings

Chancellor

2020-11-11 | 6:14 AM CST

Schedule 1

Company address for notices:

Motlow State Community College

Attn: Melody Edmonds, Assistant Vice President for Academic Affairs

225 Cadillac Lane

McMinnville, TN 37110

University department name and address for notices:

University of Tennessee Space Institute

Strategy & Planning, Business & Finance

411 B. H Goethert Parkway

Tullahoma, TN 37388

Attn: Carole Thomas, Director

Scope

The scope of this agreement encompasses personnel and equipment services to efficiently and effectively fulfill the goals and objectives agreed to by the University and the Company. The purpose of this Schedule is to list and to define the obligations of the University and the Company pertaining to the use of the University's facilities for the purpose of providing classroom and ancillary space for the Company's mechatronics course.

Specifically, the University will make available the following rooms in Building 8121 on the University campus: 108, 109, 110, 111, 113, and 114. Full access to these spaces for classroom use will begin with the Spring Semester of 2021. However, beginning November 1, 2020, the Company will have access to the previously mentioned spaces, as appropriate, to complete necessary install and setup in preparation for Spring classes. Note that the occupancy date is contingent upon the Company providing all items identified under Company's Obligations. All activities associated with the install/set up will be coordinated through UTSI's primary point of contact for this agreement, Joel Davenport, UTSI Director of Research Engineering and Operations. Note that there are University campus areas that are restricted access. Therefore, Company student and staff are limited access to the classrooms noted above, the UTSI cafeteria and other academic areas to be determined at a later date. At no point will Company staff/students access the residence halls, labs/test facilities or recreational areas of the University campus.

The following are a listing of obligations for each entity.

University's Obligations:

1. Remove all University-owned equipment in the following rooms in Building 8121: 108, 109, 110, 111, 113, and 114 prior to November 1, 2020.
2. Clean space and prepare for Company install/set up prior to November 1, 2020.

3. Make University-owned forklift and University-employed forklift operator available to assist in unloading Company-provided equipment. See Item 7. Company's Obligations.
4. Entry to property: re-key space designated for Company use and furnish keys to pre-identified/pre-approved Company personnel. See Item 8. Company's Obligations. Both our Facilities Director, Susan Murphy, and our Director of Research Engineering and Operations, Joel Davenport, will have keys to the areas mentioned in Item 1.
5. Provide campus safety/security training to faculty and students on the first scheduled day of class each semester.
6. Review/approve Company's installation plan and IT installation plan prior to installation date.
7. Provide trash services to the area specified above. Note this is the only service that will be provided to the Company-designated-use space.
8. Provide parking space for Company staff and students.

Company's Obligations:

1. Provide the name and contact person who will serve as the Company's primary point of contact for this agreement. This individual will work with the University's point of contact to coordinate all activities pertaining to the use of University's facilities.
2. Provide an overall installation plan/schedule for all equipment/systems to University Grants and Contracts office no later than October 28, 2020.
3. Provide a detailed property list of equipment/hardware that will be housed on University premises no later than November 15, 2020.
4. Provide an installation plan addressing proposed/required IT connections/equipment to the University Point of Contact two weeks prior to proposed installation date
5. Provide/Install all Company-provided IT connections and equipment necessary for class instruction per approved installation plan.
6. Install Company-provided lab equipment.
7. Install all Company-provided classroom equipment/furniture to include computers, tables, desks, and chairs. If forklift/forklift operator is needed to offload equipment University Point of Contact will be notified two weeks in advance of need.
8. Entry to Property: Furnish a list of personnel requiring keys for the designated space to the University Point of Contact. List will include personnel name, position, and contact information. This listing should be provided no later than October 21, 2020. Keys will be available on November 1, 2020 for distribution by the University Point of Contact or his designee.
9. All students and Company staff who will be on campus will complete the Application for Parking Permit by the first day of class each semester. The Company's point of contact will provide completed applications to the

University's Point of Contact no later than the first day of class each semester. The Building number is 8121 and the permit tag number should be the parking tag number assigned by the Company to students/staff. The application (see Attachment Two) can be found on University's website <https://www.utsi.edu/utsi-vehicle-registration-and-permit-parking/>.

10. Two weeks prior to the start of class provide University's Point of Contact with a roster of students to include name, address, birthdate, nationality, and emergency point of contact.
11. Ensure classroom/lab cleanliness is maintained following each use.
12. Supply faculty to maintain order with students.
13. Maintain Company-provided classroom equipment and lab equipment.

ATTACHMENT ONE

UNIVERSITY'S STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved and signed by appropriate University authorized official(s). A list of the University's authorized officials is located here:
<http://treasurer.tennessee.edu/contracts/contractsignature.html>
2. This Contract may be modified only by a written amendment which has been executed and approved by the authorized officials of both parties. A list of the University's authorized officials is located here:
<http://treasurer.tennessee.edu/contracts/contractsignature.html>
3. The Contractor shall not assign this Contract or enter into a subcontract for any of these services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
8. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
9. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
10. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a. Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in: financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
Unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research. The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - a. Any partners or employees of the Contractor who are also employees of the University.
 - b. Any relatives of the Contractor's partners or employees who work for the University.
 - c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
11. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
12. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law). To the extent Contractor's work is not deemed to constitute "work-made-for-hire," Contractor hereby assigns and transfers to the University all of Contractor's right, title and interest in and to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract.
13. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the

University as requested.

14. In compliance with the requirements of Tenn. Code Ann. §12-4-124, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.

15. Any activities performed within the University of Tennessee facilities in support of this contract shall be executed in accordance with all applicable safety and environmental standards. Covered activities include but are not limited to the installation, servicing and maintenance of devices or equipment. Requisite safety standards include those promulgated by the Tennessee Occupational Safety and Health Administration (TOSHA), the Tennessee Department of Environment and Conservation (TDEC), Tennessee Division of Radiological Health, and any other regulation or related consensus standards which may apply to the device, equipment, or services covered under this contract. All hazardous substances and materials, including waste, under the control of the contractor shall be managed in accordance with applicable EPA and TDEC regulations. *Failure to abide by regulatory requirements may result in termination of the contract by the university. Any fines imposed against the University as the result of a contractor's failure to abide by regulations shall be the contractor's responsibility.*

16. This Contract is the entire agreement between the University (including University employees and other end users) and Contractor. In the event Contractor enters into terms of use, end user agreements, or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with University employees or other end users, such agreements shall be null, void, and without effect, and the terms of this Contract shall apply.

17. In compliance with the requirements of Tenn. Code Ann. §12-4-120, the Contractor hereby attests that the Contractor has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

ATTACHMENT TWO

The University of Tennessee Space Institute

411 B.H Goethert Parkway
Tullahoma TN 37388
Phone (931) 393-7208

APPLICATION FOR PARKING PERMIT

Name:

Dorm or Office/Building #:

Permit Tag Number:

Vehicle Year:

Vehicle Make:

Vehicle Model:

Vehicle Color:

License Plate Number:

State Registration:

I, the undersigned, hereby certify that the information provided herein are true and correct to the best of my knowledge and understanding. This parking permit is only valid for parking in areas owned or leased by The University of Tennessee Space Institute.

Signature & Date: