



Request for Proposals: Professional Services and Program Support for Clean Energy Internship Program FY24

Date of Issue: November 20, 2023
Proposals Due: Rolling through March 1, 2024

Total Funding Available: \$605,000

All proposals must be submitted to:
rfpworkforce@masscec.com

I. SUMMARY

Through this Request for Proposals (“RFP”), the Massachusetts Clean Energy Technology Center (“MassCEC”) seeks qualified individuals or organizations (“Applicants”) to assist in expanding MassCEC’s workforce development programming, including recruiting new entrants into the clean energy workforce and supporting regional clean energy employer engagement. This work directly links MassCEC’s core mission of an equitable clean energy transition to the Workforce Development team’s efforts to build robust career pathways into the growing clean energy sector. There are multiple scopes of work within this document, with options including but not limited to, directly recruiting and supporting students, engaging with employers to strategize best outcomes, increasing awareness of Internship programs and job training opportunities, and developing plans for a Massachusetts Climate Service Corps and a statewide Clean Energy Workforce Development strategy.

MassCEC’s Clean Energy Internship Program (“Internship Program”) and Technical Trades Work and Learning Program (“Work and Learning”) expose students to career pathways and opportunities within the clean energy sector. These programs will be the central conduit for most of this work. MassCEC is committed to ensuring that its programs are inclusive and effective for students from all backgrounds, and therefore, MassCEC seeks to expand its support services for students in the Internship Program and Work and Learning by providing resources to students needing additional support. At the same time, enhancing the effectiveness of our employer engagement will help to create a more robust ecosystem of connected employers and schools. This will bolster the pathways available for young people to pursue diverse careers in the clean energy sector.

Funding Guidelines: Six Hundred Five Thousand Dollars (\$605,000) is the total available funding for all Scopes. Requests should align with the proposed scope of work and deliverables.

Applications will be accepted on a rolling basis until March 1, 2024. However, those applying for Scope 1,3, 4, 6, or 7 should aim to apply by December 20th, 2023, to ensure sufficient time to meet initial milestones and deliverables.

II. ABOUT MASSCEC

MassCEC is a state economic development agency dedicated to accelerating the growth of the clean energy sector across the Commonwealth to spur job creation, deliver statewide environmental benefits, and to secure long-term economic growth for the people of Massachusetts. MassCEC works to increase the adoption of clean energy while driving down costs and delivering financial, environmental, and economic development benefits to energy users and utility customers across the state.

MassCEC’s mission is to accelerate the clean energy and climate solution innovation that is critical to meeting the Commonwealth’s climate goals, advancing Massachusetts’ position as an international climate leader while growing the state’s clean energy economy. MassCEC is committed to creating a diverse, equitable, and inclusive organization where everyone is welcomed, supported, respected, and

valued. We are committed to incorporating principles of diversity, equity, inclusion, and environmental justice in all aspects of our work in order to promote the equitable distribution of the health and economic benefits of clean energy and support a diverse and inclusive clean energy industry. MassCEC strives to lead and innovate in equitable clean energy and climate solutions.

III. BACKGROUND AND GOALS

MassCEC works to grow the clean energy economy in Massachusetts as part of a broader effort to support statewide climate goals. Massachusetts is a world leader in climate and clean energy and continued progress relies on a strong and expanding clean energy workforce. Expanded Clean Energy career awareness is a crucial first step to growing and diversifying the pipeline for tomorrow's climate-critical workforce. Lack of clean energy career awareness is a top barrier to entry into the workforce. And this lack of early career information is also a root cause of opportunity disparities in our clean energy workforce. Almost half of all African American, Latinx, and female respondents indicated that a lack of basic career information was a barrier.¹

MassCEC has a longstanding commitment to fostering clean energy career awareness. Through our Clean Energy Internship Program, we've placed over 5,800 interns at over 600 clean energy companies and our Equity Workforce Development programming ensures that clean energy careers are accessible to all by supporting expanded career awareness, training, and support services for individuals and minority and women-led clean energy businesses. Earlier this year, Governor Healey announced the launch of a Clean Energy Innovation Pathway for high school students and the recently released ***Recommendations from the Climate Chief*** call for the development of a Massachusetts Climate Service Corps and a comprehensive, cross-agency plan for clean energy and climate resilience workforce development.²

To meet our 2030 greenhouse gas emission reduction targets, the Massachusetts clean energy workforce must grow substantially. Almost 40,000 additional clean energy workers will need to be trained. Over 140 occupations will see job increases due to the clean energy industry growth, and the state's commitment to advancing high-quality career pathway options is one (1) more reason why Massachusetts will continue to be a global leader in clean energy.³ Additionally, all of these efforts must provide equitable opportunities for success. Young people who face significant barriers may need more support and guidance, and MassCEC aims to work with partners who can meet these additional needs and positively impact program quality. MassCEC seeks partners to tackle all angles of this complex ecosystem: working with employers who may be interested in hiring students from four (4) year colleges, two (2) year technical schools, community colleges, certificate programs and vocational/technical high schools, as well as working directly with those schools and their student populations will allow our programs to have the best chance of success.

¹ The Workforce Needs Assessment can be accessed [here](#).

² More information on the recently released Climate Chief Report and Climate Corps can be found [here](#).

³ This information is found in the [Workforce Needs Assessment](#).

Below are summaries of some of MassCEC's Relevant Programs:

Clean Energy Internship Program

The Internship Program facilitates the placement of Massachusetts college and clean energy certificate students (“Participants,” as further defined below) in career opportunities in the clean energy sector. The Internship Program provides paid full-time summer internships and paid part-time academic year internships across the state. Companies (“Host Employers,” as further defined below) are permitted to take up to two (2) students per semester or up to three (3) students if one is enrolled at a community college. MassCEC will reimburse Host Employers directly for Summer 2024 stipends. Host Employers will receive a reimbursement of up to Eight Thousand Six Hundred Forty Dollars (\$8,640) per student, which is enough to cover Eighteen Dollar (\$18) per hour wages for Eligible Students who work forty (40) hours per week for a total of twelve (12) weeks. To date, the Program has placed 5,839 interns at 627 companies since 2011.

Support Internship Program Success (“SIPS”) Initiative (see Scope 1):

Formerly the Targeted Internship Program, the SIPS Initiative aims to directly recruit and support students in the Clean Energy Internship Program to create the best chance for success. Students eligible to participate in this initiative include Pell Grant recipients, First-generation college students, residents of Massachusetts Environmental Justice neighborhoods and Disadvantaged communities, as defined here: <https://screeningtool.geoplatform.gov/en/#3/33.47/-97.5>. As further laid out in Scope 1, MassCEC is seeking to partner with Training Providers that can equip students with additional support services, and who will recruit, track, and assist MassCEC with matching clean energy Host Employers with up to sixty (60) Eligible Students in the summer 2024 cohort. Each training provider must recruit, retain and place an agreed upon number of participants, likely twelve (12) to fifteen (15).

Technical Trades Work and Learning Program

The Technical Trades Work and Learning Program (formerly, the “Vocational Internship Program”) is open to students in vocational high schools, high school After Dark programs, and Career Technical Initiative (“CTI”) programs. This program offers students the opportunity to gain hands-on, on-the-job training with employers specializing in technical trades. These industries are critical to the clean energy transition and there is a need for a pipeline of skilled workers to keep up with the growing sector.⁴ This updated version of the program aims to expand the eligibility of participants and provide more options to employers. The Internship Program and Work and Learning Program help to cultivate the clean energy talent pipeline by providing valuable work-based learning experiences and raising awareness of career pathways in the clean energy industry. Additionally, these programs introduce employers to local community colleges, universities, and vocational school programs that can potentially serve as future talent recruitment sources. They also create an environment where students can access networking opportunities, engage in professional development, and receive mentorship from industry professionals. Additionally, these programs offer Massachusetts clean energy companies the opportunity to access qualified interns who can provide critical support to their business operations.

⁴ 45 percent of projected clean energy jobs created between 2022 and 2030 will be in Installation, Construction, Maintenance and Repair. For more information, see [Powering the Future: A Massachusetts Clean Energy Workforce Needs Assessment](#)

Those applying to assist with employer engagement (Scope 2) will likely work within the context of both the Internship Program and the Work and Learning Program.

Clean Energy Innovation Career Pathway

The Clean Energy Innovation Career Pathway enables high school students to engage in applied, hands-on learning opportunities to explore the growing career opportunities in the clean energy industry. MassCEC is partnered with the Department of Elementary and Secondary Education (“DESE”), which is developing Clean Energy Innovation Pathway pilot programs at six (6) public high schools during the ’23-’24 school year. The pilot programs will lead to the development of implementation tool kits and best practices that can then be adopted by other high schools, with the goal of awarding the first cohort of Clean Energy Innovation Pathway designees ahead of the ’24-’25 school year.⁵

For additional details on MassCEC’s workforce development programs, please visit:

<https://www.masscec.com/workforce>

IV. Eligibility

Organizations, individuals, or a partnership/team are eligible to apply and are collectively termed “Applicants.” If multiple parties are jointly applying, one party should take on the role of leading the application team (the “Lead Applicant”). The Applicant will sign Attachment 1, the contract with MassCEC (if selected), and receive funds from MassCEC. The following entities are eligible to serve as an Applicant with the following conditions:

1. Community-based entities
2. Post-secondary educational institutions, K-12 School Districts, Comprehensive and Vocational High Schools, Middle schools, and Vocational Schools offering a Career Technical Initiative evening program
3. For-profit entities such as for-profit training companies, consulting and professional services firms, trade associations, unions, or other coalitions of businesses and clean energy businesses
4. Federally Recognized and State-Acknowledged Tribes
5. Workforce Development Organizations, Nonprofit and For-Profit
6. Massachusetts Workforce Investment Boards and Career Centers/Mass Hire Organizations
7. An individual contractor

MassCEC strives to partner with organizations, companies, and entities that consciously work to create a diverse, equal, and inclusive work environment. MassCEC encourages such partners to have a Diversity, Equity & Inclusion (“DEI”) policy to encourage hiring a diverse team, provide equal and fair treatment for all team members, and ensure a workplace environment where all team members feel valued and can fully participate in creating organizational success.

⁵ More information on the Clean Energy Innovation Career Pathway can be found [here](#).

V. SCOPE OF WORK

This RFP is divided into seven (7) scopes of work. Applicants can apply for any or all scopes of work. Two (2) year contracts are possible based on a demonstrated ability to provide services based on the scope of work.

Scope 1: Training Providers for Support Internship Program Success (SIPS) Initiative:

MassCEC is seeking up to four (4) Training Providers that can recruit, retain, and track Eligible Students to the Internship Program and conduct the following services. The funding amount for this scope can be up to Forty Thousand Dollars (\$40,000), if requesting a two (2) year contract:

- Recruit Eligible Students for the summer 2024 Internship Program (this includes Pell Grant recipients, First-generation college students, residents of Massachusetts Environmental Justice neighborhoods and Disadvantaged communities, as defined here: <https://screeningtool.geoplatform.gov/en/#3/33.47/-97.5>);
- Assist MassCEC in matching Eligible Students to Host Employers for the summer 2024 Internship Program;⁶
- Mentor and support recruited Participants for the Student Internship Program Success (SIPS) Initiative component of the summer 2024 Internship Program (May, June, July, and August);
- Design and facilitate three (3) 60-minute virtual career readiness workshops during the summer of 2024 (May, June, July, August), which will include a strategic opportunity for 15-20 minute breakouts/small group discussions for each cohort;
- In collaboration with MassCEC Internship staff, design and deliver an employer best practices webinar, which will be open to all employers participating in the Internship Program, and required for those participating in the SIPS Initiative.
- Attend all weekly workshops for students, including those facilitated by other training providers, to lead breakouts/small group discussions with your own cohort within each workshop;
- Report any concerns to MassCEC regarding participant progress and experience in the program;
- Track recruited summer 2024 Internship Program Participants for up to one (1) year post internship completion; and
- Complete an interim report and a final report, which will detail outcomes at the end of the program as well as outcomes one (1) year after the program.

Scope 2: Regional Employer Engagement to Increase Statewide Utilization of MassCEC Internship Programs:

⁶ A “Host Employer” for purposes of this RFP is defined as “an employer engaged in whole or in part in goods and services or advanced and applied technologies that significantly reduce or eliminate the use of energy from non-renewable sources, including, but not limited to: energy efficiency; demand response; energy conservation and those technologies powered in whole or in part by the sun, wind, water, biomass, alcohol, wood, fuel cells, any renewable, non-depletable, or recyclable fuel.” MassCEC, in its sole discretion, makes the determination of whether an employer is a clean energy employer. A “Participant” for purposes of this RFP is the Eligible Student selected by the Host Employer to participate in an Internship with the Host Employer through the Program.

In collaboration with MassCEC staff, develop an engagement strategy for connecting with clean energy employers in Massachusetts. The primary goal is to increase participation in the Internship Program and Work and Learning Program, while simultaneously establishing a more robust partnership ecosystem for MassCEC's Workforce Development initiatives. The engagement could include elements such as:

- Define regional and sector targets for engaging new employers and expanding existing partnerships;
- Design and conduct interviews with employers to learn more about industry needs and whether our programs match those needs;
- Plan and attend site visits and/or events where employers may be able to be made aware of MassCEC programs;
- Recruit employers to participate in MassCEC programming, including hosting interns, supporting the creation of clean energy career awareness videos by featuring their workplaces and staff in MassCEC productions, and engaging with relevant MassCEC funded-programs;
- Track engagement, including new employer partner commitments to MassCEC program and initiatives and other relevant information identified in collaboration with MassCEC staff; and
- Prepare a final report documenting practices, results, and recommendations.

Note: Although Scope 2 focuses on employers, the goals of our program include connecting employers with schools and potential interns. Therefore, you will be expected to operate within the larger context of these goals. Additionally, there could be some overlaps with Scope 3, which focuses on promoting connections with technical trades-based schools and programs but also requires some employer engagement.

Scope 3: Training Provider Engagement and Support for Trades-Based Student Programs:

Develop a plan for engagement with Massachusetts Vocational Schools, especially those hosting After Dark and CTI programs, as well as vocational/CTE high school students.

- In collaboration with MassCEC staff, map the resources available at each of the vocational schools, such as Chapter 74, CTE programs, After Dark programs and CTI programs;
- Identify the career staff at the schools who are managing students' on-the-job training programs;
- Design a strategy for MassCEC to increase participation in the Work and Learning Program and identify any gaps that exist within the needs of the schools and the students;
- Engage with employers whose business models are based in technical trades;
- Track engagement, including new school and student participation in Technical Trades Work and Learning Program and other relevant information identified in collaboration with MassCEC staff;
 - The desired outcome of these efforts is a significant rise in student involvement in the Technical Trades program. Successful applicants will be able to document how their efforts will lead to at least and an additional 12 students for the 2023/24 year of the program.

- Plan and facilitate meetings with MassCEC staff with strategic proposals for how to increase participation and close gaps that may exist between employer needs and program offerings.; and
- Prepare a final report documenting practices, results, and recommendations.

Scope 4: Student Awareness in Community Colleges:

Develop a plan for engagement with Massachusetts community colleges.

- Design and conduct interviews with relevant staff at community colleges to learn more about the needs of their students and to assess whether our programs fit those needs;
- Plan and attend site visits and/or events that provide opportunities to raise awareness among students about MassCEC programs;
- Track engagement, including new school and student participation in Internship Program and other relevant information identified in collaboration with MassCEC staff;
 - The desired outcome of these efforts is a significant rise in community college student engagement in the Internship Program. Successful applicants will be able to document how their efforts will lead to at least an additional twelve (12) students for the summer 2024 session of the Internship Program.
- Plan and facilitate meetings with MassCEC staff with strategic proposals for how to increase participation and close gaps that may exist between employer needs and program offerings; and
- Prepare a final report documenting practices, results, and recommendations.

Scope 5: Clean Energy Symposium:

Plan and execute an annual Clean Energy Symposium for students and former/prospective interns, with the goal of strengthening the clean energy industry community and furthering the objectives outlined in the other sections of this RFP.

- Collaborate with MassCEC staff to research this event as it was held in the past;
- Identify topics and engage with speakers;
- Identify and book location;
- Coordinate with MassCEC staff supporting the development and logistics; and
- Attend the event and support key details and execution.

Scope 6: Massachusetts Climate Service Corps Planning and Program Design

The Consultant will lead the research and support the planning process and stakeholder convenings necessary to develop a comprehensive proposal for a Massachusetts Climate Service Corps program in alignment with the [Commonwealth's 2050 CECP](#) and recently-released [Recommendations of the Climate Chief](#). The program aims to drive awareness, engage residents and institutions, and create career paths integral to climate-critical solutions, with a focus on youth and underrepresented communities. The scope of work will include the following elements and additional work as identified through the cross-agency stakeholder process.

Preliminary Research:

- Conduct a comprehensive review of existing Climate Service Corps programs in other states, including Maine, Michigan, and Hawaii, to gather insights, best practices, and lessons learned; and
- Analyze the federal legislation related to the national Civilian Climate Corps and explore potential synergies and collaboration opportunities.

Stakeholder Engagement:

- Develop content to support stakeholder convenings involving MassCEC, Climate Office, EEA EJ Office, EOLWD, EOE, DESE, community colleges, Clean Energy and Climate action organizations and businesses, and other relevant organizations.; and
- Conduct interviews and surveys with potential participating organizations and youth/young adult participants, employers, educational institutions, and community organizations to understand their needs, expectations, and preferences regarding the Climate Service Corps.

Program Design and Development:

- Develop a detailed program framework for the Massachusetts Climate Service Corps, incorporating elements from successful models in other states;
- Design specific programmatic elements focused on fostering community involvement and providing pathways to good-paying jobs in clean energy, climate resilience, and climate-critical trades for youth and young adults;
- Include recommendations of how to maximize pre-apprenticeship opportunities tailored to climate-critical trades and skills, and integrated with existing initiatives, included, but not limited to the Clean Energy Internship Program, Equity Workforce Program, Empower Program, YouthWorks, Clean Energy Innovation Pathways, YouthBuild and others currently operating in the existing ecosystem; and
- Explore partnerships with community colleges and other educational institutions to provide training and educational opportunities to Corps participants.

Feasibility and Funding Assessment:

- Conduct a feasibility study to assess the viability of the proposed programs, considering factors such as funding sources, participant recruitment, and long-term sustainability; and
- Identify potential funding opportunities, grants, and partnerships to support the implementation of the Climate Service Corps and determine initial funding gaps for the pilot and early expansion phases of the program.

Reporting and Recommendations:

- Prepare regular progress reports outlining the research findings, stakeholder engagement outcomes, program designs, funding options, and recommendations;
- Present the final recommendations to the Climate Office, MassCEC, and other stakeholders by highlighting actionable steps and a roadmap for the successful implementation of the Climate Service Corps;

- Provide expertise, guidance, and strategic direction throughout the development of the Climate Service Corps program, ensuring that it aligns with the Commonwealth's goals and addresses the needs of diverse communities; and
- Collaborate closely with stakeholders and deliver a comprehensive set of recommendations to drive the program's successful launch and long-term impact.

Scope 7: Massachusetts Clean Energy and Climate Resilience Workforce Development Plan

The Consultant will support MassCEC’s role in developing and implementing a comprehensive, cross-agency plan for clean energy and climate resilience workforce development as called for by the recently-released [Recommendations of the Climate Chief](#). The planning process will include research, stakeholder convenings, and strategic planning to develop a final plan that is informed by this process an existing key documents, such as the [Commonwealth's 2050 CECP](#) and [Powering the Future, a Massachusetts Clean Energy Workforce Needs Assessment](#).

- Review the findings of Powering the Future and regional and national studies of climate-critical workforce needs against currently available data from the Department of Labor and Massachusetts Department of Economic Research to provide concise resources to inform stakeholder conversations and strategic planning;
- Develop content (agenda, resources, project management tracking) to support multi-agency convenings involving EOLWD, EOED, EOE, EEA, MassDOT, EOHHS, EOVS, and EOPSS.
- Design a broader stakeholder convening strategy and stakeholder interview protocols to gather additional input to inform the plan;
- Collaborate with MassCEC staff to develop significant parts of the initial draft plan and revised versions based on stakeholder feedback;
- Support the production of a final plan to be submitted to the Climate Chief’s office by May of 2024; and
- Collaborate with MassCEC to develop a workplan that supports implementation of the state’s clean energy and climate resilience workforce development plan through expanding MassCEC’s slate of existing workforce development programs, launching additional programs to address identified gaps, and outlining key collaborations to meet needs that should not be addressed through MassCEC’s programs alone.

VI. ESTIMATED TIMELINE

This timeline is subject to change at MassCEC’s discretion.

Release of Request for Proposal	November 20, 2023
Deadline to Submit Written Questions due to MassCEC via email to rfpworkforce@masscec.com	Ongoing
All Answers to Written Questions Posted on the MassCEC Website	Ongoing

Office Hours Session 1	Tuesday, December 5, 2023 at 1:00 pm
Office Hours Session 2	Wednesday, January 17, 2024 at 1:00 pm
Applications Due	Rolling* / March 1, 2024
Notification of Award (Anticipated)	Rolling

**Recommended to apply by December 20, 2023 for Scopes 1, 3, 4, 6, & 7*

VII. HOW TO APPLY

To apply:

1. Review and execute the Authorized Applicant’s Signature and Acceptance Form in Attachment 1;
2. Complete the Application Form in Attachment 2, and use this document to develop a proposal submission that demonstrates the ability of the Applicant to meet the project scope(s) being applied for; and
3. Submit your completed proposal submission, including a completed Attachment 1 (Signature and Acceptance Form), and Attachment 3 (Program Budget) forms by emailing rfpworkforce@masscec.com with the subject line “**Professional Service Internship Application 2024**”. Please note that within this RFP document, Attachment 2 (Sample Grant Agreement) and Attachment 3 (Sample Agreement) should be reviewed and retained for your records, but does not need to be submitted at the time of application. However, any questions or concerns regarding the language within the Sample Grant Agreement or Sample Agreement should be included as part of the proposal.

Completed application submissions are due no later than 11:59 pm on **Friday, March 1, 2024**. Under no circumstances will MassCEC accept responses past the deadline.

VIII. SELECTION CRITERIA

Applicant proposals will be evaluated on the following criteria:

1. Capacity of proposed services and deliverables to meet the technical assistance and program development goals;
2. Qualifications of the organization and individuals, including the ability to thoughtfully support equity-focused goals, including student support and employer engagement; and
3. Value of the services proposed in relation to the proposed rates.

IX. BUDGET

MassCEC anticipates awarding four (4) individual grants of up to Forty Thousand Dollars (\$40,000) for Scope 1 and one (1) to two (2) grants of up to Two Hundred Fifty Thousand Dollars (\$250,000) for Scopes 6 & 7. The remaining funds will be allocated to the other Scopes, and individual contract awards will vary based on the proposed services and contract duration. Applicants will receive a portion of the funding upfront and will receive the remainder in amounts determined by the contract based on deliverables agreed to by MassCEC and selected Applicants. Applicants will have the opportunity to clarify specific budget needs in their application's budget form component.

X. ELIGIBLE FUNDING USES:

For all Scopes included, grant funds shall be used for activities including, but not limited to:

- Staff time devoted to the program, including outreach and recruitment, training delivery, employer outreach, internship matching, support services, post-internship job placement services, retention services, and this grant's equitable share of the general operating expenses within the allowable indirect rate;
- Marketing, communications, and outreach activities related to recruitment for the program, such as design costs for marketing collateral, and website or social media costs;
- Subcontracting consultants to complete components of the scope of work; and
- Supporting services to address barrier reduction, including transportation reimbursements, professional attire, and other approved support services.

Activities that are NOT eligible for funding include, but are not limited to:

- Training stipends and subsidized wages for on-the-job training/initial placements (these are reimbursed directly to the participating employers);
- Purchase or lease of venue space or equipment intended for general operating purposes;
- Costs associated with preparing this proposal; and
- Activities that occur before or following the term of an awarded grant.

XI. CONTACT INFORMATION FOR QUESTIONS

For all questions on this Professional Services RFP, please email rfpworkforce@masscec.com

XII. GENERAL REQUEST FOR PROPOSALS CONDITIONS

NOTICE OF PUBLIC DISCLOSURE

As a public entity, MassCEC is subject to Massachusetts' Public Records Law, codified at Chapter 66 of the Massachusetts General Laws. Thus, any documentary material, data, or other information received

by MassCEC from an applicant is a public record subject to disclosure. Applicants shall not send MassCEC any confidential or sensitive information in response to this RFP.

DISCLAIMER & WAIVER AUTHORITY

This RFP does not commit MassCEC to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. MassCEC reserves the right to accept or reject any or all applications received, waive minor irregularities in submittal requirements, modify the anticipated timeline, request modification of the application, negotiate with all qualified Applicants, cancel or modify the RFP in part or in its entirety, or change the application guidelines, when it is in its best interests.

This RFP has been distributed electronically using MassCEC's website. It is the responsibility of Applicants to check the website for any addenda or modifications to an RFP to which they intend to respond. MassCEC accepts no liability and will provide no accommodation to Applicants who submit an application based on an out-of-date RFP document.

CONTRACT REQUIREMENTS

Upon MassCEC's authorization to proceed with the proposal, MassCEC and the awarded applicant(s) will execute a contract, substantially in the form of the Sample Agreement attached hereto as Attachment 3, which will set forth the respective roles and responsibilities of the parties.

ATTACHMENT 1: AUTHORIZED APPLICANT’S SIGNATURE AND ACCEPTANCE FORM

Professional Services Support Grant (the “RFP”)

The undersigned is a duly authorized representative of the Applicant named below. The undersigned has read and understands the RFP requirements and acknowledges and confirms that the Applicant and each member of its team has read and understands the RFP Requirements. The undersigned acknowledges and agrees that all of the terms and conditions of the RFP are mandatory.

The undersigned and each Applicant and each member of its team acknowledges and agrees that (i) all materials submitted as part of the application are subject to disclosure under the Massachusetts Public Records Law, as explained in the RFP; (ii) that the Massachusetts Clean Energy Technology Center (“MassCEC”) has no obligation, and retains the sole discretion to fund or choose not to fund the application set forth herein; and (iii) that MassCEC’s receipt of the application does not imply any promise of funding at any time.

The undersigned and each member of the Applicant’s team understands that, if the Application is selected by MassCEC pursuant to this RFP, the Applicant will execute and deliver an agreement to be provided by MassCEC that shall set forth the terms and conditions, together the respective roles and responsibilities of the Applicant, and each member of its team, and MassCEC, with respect to the project described in the RFP.

I certify that the statements made in this Application, including all attachments and exhibits, are true and correct.

Applicant: _____

(Printed Name of Applicant)

By: _____

(Signature of Applicant or Authorized Representative)

Title: _____

Date: _____

GRANT AGREEMENT

This Grant Agreement (the “Agreement”), effective as of [Date – Month DD, YYYY] (the “Effective Date”), is by and between the **Massachusetts Clean Energy Technology Center** (“MassCEC”), an independent public instrumentality of the Commonwealth of Massachusetts (the “Commonwealth”) with a principal office and place of business at 294 Washington Street, Suite 1150, Boston, MA 02108, and [Grantee Name] with a principal office and place of business at [Grantee Address] (“Grantee”). Each of MassCEC and Grantee are at times referred to in this Agreement as a “Party,” and together the “Parties”.

WHEREAS, [provide an introduction to the Agreement, why it is being entered into, provide facts about the relationship and goals of the parties, the nature of the contract, and mention other related transactional documents];

WHEREAS, [If using a Fiscal Agent include this clause] the Grantee applied for [write out amount] Dollars (\$numerical amount), along with [Fiscal Agent Name], serving as Grantee’s fiscal agent (Grantee and [Fiscal Agent name] together, the “Project Team”); and

WHEREAS, [use as many clauses as necessary].

NOW, THEREFORE, in consideration of the recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, MassCEC and Grantee agree as follows:

1. Performance of the Work

- a. Grantee shall complete the Project [make sure defined] and provide the deliverables (the “Deliverables”) described in the Scope of Work set forth in Attachment 1 (the “Scope of Work”).
- b. Grantee is solely responsible for all Project decisions, the preparation of all plans and specifications, and completing the Project in accordance with the Scope of Work.
- c. Grantee is solely responsible for selecting and entering into a written contract (or contracts) with contractors as necessary to provide the Deliverables and complete the Scope of Work, and for ensuring that the contractors Grantee retains comply with all applicable provisions of this Agreement. Grantee acknowledges that MassCEC shall have no responsibility for managing such contractors or the relationship between Grantee and its contractors. Further, Grantee shall indemnify and hold harmless MassCEC from any Damages (as defined in Section 14) associated with any disputes occurring between Grantee and its contractors arising from or in relation to the Project.
- d. Grantee acknowledges that MassCEC will have no responsibility for management of the Project, including obtaining all local, state, and federal permits, as applicable.
- e. Grantee shall be responsible for completing all required steps to receive funding from any other entity besides MassCEC, as applicable.

2. Term

The term of this Agreement shall commence on the Effective Date, and shall expire on [Date – Month DD, YYYY] (the “Term”) unless otherwise terminated in accordance with Section 8 herein.

3. Grant Amount; Payment; Rescission

- a. *Grant Amount.* In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, MassCEC agrees to provide Grantee, through its fiscal agent, [Fiscal agent name], with funds in an amount not to exceed [write out amount] Dollars (\$numerical amount) (the “Grant”). The Parties acknowledge and agree that this is a maximum authorization, and MassCEC is under no obligation to transfer the full amount to Grantee or [Fiscal Agent Name], or any amount, in the event Grantee does not satisfy the requirements under this Agreement. Grantee acknowledges and agrees that receipt of this Grant, or any portion of this Grant, does not create any rights of preferences to receive subsequent funding from MassCEC. In no event shall the Grant exceed the amount specified in this section.
- b. *Payment.* Grantee shall enroll in MassCEC’s Automated Clearinghouse (“ACH”) system to receive payment by completing the ACH enrollment form attached to this Agreement in Attachment 3 and submitting it to Finance@masscec.com at or before the submission of their first invoice. Any changes to the information in the ACH form must be submitted to Finance@masscec.com through an updated ACH enrollment form within thirty (30) days of any such change. MassCEC will pay Grant funds to Grantee in installments in accordance with the Schedule and Deliverable table set forth in Attachment 1 (each installment a “Grant Installment”) within forty-five (45) days of approval of the corresponding Deliverable, receipt of a written invoice describing the work performed with Grant funds during the invoice period, and receipt of a completed and signed [IF APPLICABLE: Cost Share and] Expenditure Certification (Attachment 2).
- c. [ONLY INCLUDE THIS PARAGRAPH IF USING FISCAL AGENT] Grantee represents and warrants that it has a formal agreement in place with [Fiscal Agent Name] for [Fiscal Agent Name] to serve as Grantee’s fiscal agent for purposes of this Agreement. Grantee hereby acknowledges that it shall not directly receive Grant funds from MassCEC pursuant to this Agreement, and that these funds shall instead be paid, as applicable, to [Fiscal Agent Name] as Grantee’s fiscal agent. In addition to Grantee’s indemnification obligations set forth in Section 14 hereof, Grantee shall indemnify and hold harmless the Covered Persons (as defined in Section 14) from Damages (as defined in Section 14) arising out of or in connection with [Fiscal Agent Name] receipt, handling, and management of Grant funds on Grantee’s behalf.
- d. *Rescission.* If Grantee materially breaches any term of the Agreement, in addition to the ability to terminate as set forth in Section 8(a), MassCEC shall have the right to rescind Grant payments; provided, however, that Grantee shall have the opportunity to cure such breach within thirty (30) days of the breach and if Grantee does so, MassCEC shall not exercise the right to rescind Grant payments. If Grantee becomes insolvent, makes an assignment of rights or property for the benefit of creditors, or files for or has bankruptcy proceedings instituted against it under the federal bankruptcy law of the United States, or if MassCEC reasonably believes that such an event is imminent, MassCEC, acting in its sole discretion, may rescind the remaining undisbursed portion of the Grant. [ONLY INCLUDE THIS SENTENCE IF USING FISCAL AGENT] In the event of such rescission, Grantee shall facilitate the repayment of funds from [Fiscal Agent Name] to MassCEC as MassCEC may require.

4. Project Managers

- a. MassCEC and Grantee have designated the following persons to serve as Project Managers to support effective communication between MassCEC and Grantee and to report on the Project's progress (the "Project Managers").

For MassCEC:

[First Name Last Name], ([phone number] / [email]@masscec.com)

[First Name Last Name], ([phone number] / [email]@masscec.com)

For Grantee:

[First Name Last Name], ([phone number] / [email]@)

- b. Grantee shall obtain prior written approval from MassCEC to make any change to its Project Manager. For the avoidance of doubt, MassCEC may update its Project Manager(s) listed without amending this Agreement, if done in compliance with the notice provisions of Section 5.

5. Notice

Any notice in this Agreement shall be in writing and shall be sent either by (i) email or other electronic transmission, (ii) courier, or (iii) first class mail, postage prepaid, addressed to the Project Manager listed in Section 4(a) at the address indicated in the preamble of this Agreement (or to such other address as a Party may provide by notice to the Party pursuant to this section), and shall be effective (x) at dispatch, if sent by email or other electronic transmission, (y) if sent by courier, upon receipt as recorded by courier, or (z) if sent by first class mail, five (5) days after its date of posting.

6. Publicity; Use of Name

- a. Grantee shall collaborate directly with MassCEC to prepare any public statement, media strategy, or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which MassCEC is concerned or discussed, including, but not limited to, any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events, or editorial boards which relate to this Agreement or MassCEC (each, a "Public Statement") and shall in no event be permitted to publish, release, or otherwise disseminate any such Public Statement without MassCEC's prior written consent.
- b. Grantee agrees that MassCEC shall have the right to make use of and disseminate, in whole or in part, all work products, reports, Deliverables, and other information produced in the course of the Project's completion, and to use the information in such materials contained to produce summaries, case studies, or similar information resources.

7. Other Requirements

- a. *Program Evaluation.* Grantee agrees to support MassCEC's program evaluation activities, and MassCEC's dissemination of information regarding Grantee's experiences. To this end, Grantee agrees that its key personnel and contractors working on the Project will be available at reasonable times with advance notice to be interviewed by MassCEC or its authorized representatives for purposes of program evaluation or case study development.

- b. *Grant Administration.* Grantee shall use the Grant funds only for the activities described in the approved Scope of Work. Grantee shall maintain financial records relating to the receipt and expenditure of all Grant funds in accordance with the terms set forth under this Agreement for a period of seven (7) years starting on the first day after final payment under the Agreement.
- c. *Grant Expenditure.* All costs incurred by Grantee before the Effective Date are incurred voluntarily, at Grantee's risk and upon its own credit and expense. Grantee shall not incur any costs to be charged against Grant funds prior to the Effective Date.
- d. [Include (d) and (e) together if applicable.] *Cost Share.* Grantee agrees to meet and maintain a minimum [number written out] percent ([number]%) cost share for the Project ("Cost Share"). MassCEC and Grantee will share in any cost savings that result from Project expenses that are less than the amount identified in the Project Budget by maintaining the minimum Cost Share. [NOTE: THIS SECTION MAY BE UPDATED BASED ON PROGAM NEEDS. Grantee agrees and acknowledges that its Cost Share may be cash, documented grants from other parties (such as other state or federal agencies or charitable organizations), or a combination thereof, but that consultants or subcontractors performing work on the Project shall not provide any of the Cost Share.]
- e. [Only include if including (d)] *Allowable Expenses.* Grantee's costs uniquely associated with the Project and incurred directly in the completion of Milestones set forth in the Scope of Work and identified in the Project Budget (the "Allowable Expenses"), shall be eligible for Cost Share. For the avoidance of doubt, Allowable Expenses shall not include general administration, overhead, mark-ups, travel (either by Grantee or by subcontractors to Grantee), Grantee's own labor, or general purpose facilities, equipment, materials, or software.

8. Termination

- a. MassCEC may terminate this Agreement at any time if Grantee has materially breached any term of the Agreement and fails to cure such breach as provided in Section 3(c).
- b. MassCEC may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate action inconsistent with MassCEC performing its obligations under this Agreement.
- c. Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections: 5, 6(b), 7(b), 8, 10, 11, 14, 15, 18, 19, 21, 22, 24, 26, and 27 of this Agreement shall survive and remain in effect after the termination or expiration of this Agreement.

9. Tax Forms and Grant Taxability

- a. Grantee shall provide MassCEC with a properly completed United States Internal Revenue Service ("IRS") Form W-9 (the "W-9"). Failure to provide the W-9 shall be grounds for withholding all Grant Installments until such W-9 is received. W-9s shall be emailed to finance@masscec.com.
- b. Grants may be considered taxable income by the IRS and the Massachusetts Department of Revenue. Grantee is solely responsible for any failure to timely consult with a tax professional to

determine the federal and/or state tax implications of this Agreement. MassCEC will issue an IRS Form 1099 to each Grantee. For all tax-exempt entities (including government entities), a tax-exemption certificate or IRS tax-exemption determination letter must be emailed to finance@masscec.com.

10. Access and Use

Grantee agrees to license or otherwise make available to MassCEC in perpetuity, without charge, Grantee's interest in and copyright (if any) to all non-confidential materials prepared and produced in relation to the Project, including, without limitation, all plans, specifications, and analyses developed in connection with the Project and specified as being for MassCEC's use and public dissemination; provided, however, that any and all inventions that are conceived or first reduced to use during the course of the Project shall be the sole property of Grantee (except that if jointly invented, title shall flow in accordance with United States patent law), and any licensing requests for such inventions shall be subject to good faith negotiations between the Parties. Grantee represents and warrants that Deliverables will not infringe on any copyright, right of privacy, or personal or proprietary rights of others.

11. Audit

At any time prior to the completion of the Project and as otherwise provided in this section, MassCEC shall have the right to audit Grantee's or its other agents' records to confirm the use of the Grant awarded under this Agreement. If such audit reveals that any portion of such funds was used for purposes not permitted under the Agreement (a "Nonconformance Event"), then Grantee shall refund to MassCEC the amount determined by such audit to have been improperly used within thirty (30) days of Grantee's receipt of such audit and demand. In the event such audit reveals a Nonconformance Event, MassCEC shall be entitled to immediately terminate this Agreement and discontinue disbursing Grant Installments to Grantee from the date the audit is completed, subject to any limitations set forth by Section 8. Grantee shall maintain books, records, and other compilations of data pertaining to the funds paid pursuant to this Agreement to the extent and in such detail as to properly substantiate use of such payments. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under the Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit, or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting from audit or other action, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of Grantee which pertain to the provisions and requirements of this Agreement. Such access may include on-site audits, review, and copying of records.

12. Assignment and Subcontracting

Grantee shall not assign or in any way transfer any interest in Grant funds without the prior written consent of MassCEC, nor shall Grantee subcontract any of its obligations hereunder without the prior written consent of MassCEC; provided, however, that any subcontract entered into by Grantee pursuant to this Section 12 shall not relieve Grantee from any of its obligations pursuant to this Agreement, any act or omission by a subcontractor of Grantee shall be deemed an act or omission by Grantee, and Grantee shall be responsible for each of its subcontractors complying with all obligations of Grantee pursuant to this Agreement.

13. Compliance with Laws

Grantee agrees to comply with all applicable federal, state, and local statutes, rules, regulations, and permitting requirements, including, but not limited to, all laws promoting fair employment practices or prohibiting employment discrimination and unfair labor practices, and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, or for exercising any rights afforded by law.

14. Indemnification

- a. To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors, and employees (together with the Commonwealth and MassCEC, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred, or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Grantee, its officers, directors, employees, agents, subcontractors, or assigns under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Grantee, its officers, directors, employees, agents, subcontractors, or assigns. Without limiting the foregoing, Grantee shall indemnify and hold harmless each Covered Person against any and all Damages that may arise out of or are imposed due to the failure to comply with the provisions of applicable law by Grantee or any of its agents, officers, directors, employees, subcontractors, or assigns.
- b. In no event shall either Party be liable for any indirect, incidental, special, punitive, or consequential damages whatsoever (including, but not limited to, lost profits or interruption of business) arising out of or related to Grantee's, its officers', directors', employees', agents', subcontractors' or assigns' performance of the Project under this Agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise.

c. [Note: this or similar language to be included where applicable consultant roles are part of the program] The Parties acknowledge that the Technical Consultant (as defined in the Scope of Work) is an independent contractor, and in no event shall any Covered Person be liable to Grantee or any other party for any Damages sustained, incurred, or suffered by or imposed upon the Grantee or any of its officers, directors, employees, agents, subcontractors, or assigns associated with the Technical Consultant's actions, omissions, negligence, or misconduct in relation to the Project. Further, except to the extent such Damages are determined to have resulted from the willful misconduct or fraudulent behavior of the Technical Consultant, the Technical Consultant shall not be liable for any Damages sustained, incurred, or suffered by or imposed upon the Grantee or any of its officers, directors, employees, agents, subcontractors, or assigns, associated with the Technical Consultant's actions, omissions, negligence, or misconduct in relation to the Project.

15. Public Records and CTHRU

[If you anticipate receiving confidential documents add] As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66 (the "Public Records Law"). Grantee acknowledges and agrees that any documentary material, data, or other information submitted to MassCEC are presumed to be public records. An exemption to the Public Records Law may apply to certain records, including materials that fall under certain categories under a statutory or common law exemption, including the limited exemption set forth in M.G.L. c. 23J, Section 2(k) regarding certain types of confidential information submitted to MassCEC by an applicant for any form of assistance. Grantee shall be solely responsible for considering what documents, materials, data, and other information are submitted to MassCEC in connection with this Agreement.

In accordance with the Public Records Law, MassCEC generally considers the following types of information to be confidential:

- [Fill in as necessary]

[If you do not anticipate receiving confidential documents add] As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Grantee acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data, or other information is exempt from or subject to public disclosure. Grantee agrees and acknowledges that it shall not send MassCEC any confidential or sensitive information under this Agreement.

[Always include this paragraph] Grantee agrees and acknowledges that MassCEC shall have the right to disclose the name of Grantee and/or payee, the amount of the payment pursuant to this Agreement, and any other information it may deem reasonably necessary on CTHRU, the Commonwealth's online database of state spending, or any other applicable state spending website.

16. Insurance

Grantee certifies that appropriate insurance coverage for all activities under this Agreement has been obtained and shall be maintained in effect through the Term of this Agreement. GRANTEE ACKNOWLEDGES THE SUFFICIENCY OF THE TYPES AND AMOUNTS OF INSURANCE COVERAGE MAINTAINED AND THE APPROPRIATENESS OF THOSE COVERAGES FOR THE DURATION OF THE TERM. At

MassCEC's request, Grantee will provide MassCEC with copies of the certificates of insurance evidencing such coverage. The insurance requirements for the Project and pursuant to this Agreement are solely Grantee's responsibility and shall not relieve Grantee of any responsibility to MassCEC.

17. Conflict of Interest

Grantee acknowledges that all MassCEC employees are subject to the Commonwealth's Conflict of Interest statute, codified at M.G.L. c. 268A.

18. Lobbying

No funds awarded by this Agreement may be used to pay for or otherwise support any activities intended to influence any matter pending before the Massachusetts General Court or for activities covered by the law and regulations governing "legislative agents" or "executive agents" set forth in the Commonwealth's Lobbying Law, codified at M.G.L. c. 3, Section 39.

19. Choice of Law and Forum; Arbitration; Equitable Relief

- a. This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to its conflict of laws principles. Any dispute arising out of or relating to this Agreement or its breach, termination, or invalidity, whether before or after termination of this Agreement, if not resolved by negotiation among the Parties within thirty (30) days after such dispute is raised by either Party in writing, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over this Agreement. Any such arbitration will be conducted in or near Boston, Massachusetts. The prevailing Party shall be entitled to receive from the other Party its reasonable attorney's fees and costs incurred in connection with any action, proceeding, or arbitration under this subsection.
- b. This section shall not be construed to limit any other legal rights of the Parties. Each Party acknowledges and agrees that any breach or threatened breach of this Agreement by the other Party may result in substantial, continuing, and irreparable damage to the first Party. Therefore, before or during any arbitration, either Party may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction, where such relief is necessary to protect its interests pending completion of the arbitration proceedings.

20. Registration

Grantee represents and warrants that Grantee is or will become registered and maintain good standing with the Secretary of State's Office of the Commonwealth of Massachusetts for the duration of the Term.

21. Severability

Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power, or enforceability of any other clause or provision of this Agreement.

22. Amendments and Waivers

MassCEC may amend Section 15 (without any action by Grantee) to reflect changes in law or MassCEC policies and shall promptly deliver any and all such amendments to Grantee in the manner provided in Section 5. Except as provided in the immediately preceding sentence, no amendments to or modifications of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless the same shall be in writing and shall be signed by each of the Parties. Any waiver by MassCEC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, or in any way limit the remedies available to that Party.

23. Force Majeure

Neither Party shall be liable or responsible to the other Party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) actions, embargoes, or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; and (f) strikes, labor stoppages or slowdowns. The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Independent Status

Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, partner, joint venturer, or principal and agent between MassCEC and Grantee, its officers, directors, employees, agents, or assigns.

25. Counterparts

This Agreement may be executed in two (2) or more counterparts, and by the Parties on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

26. Headings; Interpretation

The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references in this Agreement: (x) to sections, subsections, schedules, and exhibits mean the sections of, the subsections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions of such agreement, instrument, or other document; and (z) to a statute means such statute as amended from time to time and includes any successor legislation to such statute and any regulations promulgated under such statute. Whenever the singular is used in this Agreement, the same shall include the plural, and whenever the plural is used in this Agreement, the same shall include the singular, where appropriate. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. This Agreement is the result of negotiations between, and has been reviewed by, the Parties and their respective legal counsel.

27. Binding Effect; Entire Agreement

This Agreement shall be binding on the Parties and their respective successors and permitted assigns, and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the Parties, and no person shall be regarded as a third party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant, or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. Furthermore, neither Grantee's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with the MassCEC, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules, and attachments) are hereby incorporated into this Agreement by reference:

- a. Attachment 1—Scope of Work
- b. Attachment 2 – [Cost Share and Expenditure Certification] OR [Expenditure Certification]
- c. Attachment 3 – ACH Enrollment Form

[Remainder of Page Intentionally Blank]

In witness whereof, the Parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the Effective Date.

Massachusetts Clean Energy Technology Center

[Grantee's full legal entity name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal Tax ID No.:

Attachment 1
SCOPE OF WORK: Project Plan, Deliverables, and Schedule

- I. Project Plan [provide a description of the project]
- II. Payment Terms [describe payment terms and the invoicing process. Make sure this section is consistent with the terms of Section 3]
- III. Schedule and Deliverables

EXAMPLE TABLE

Task Number	Task Description	Milestone/Deliverable	Completion Date	Payment Amount
1				
2				
3				
	TOTAL			\$

MassCEC shall have the right at its sole discretion to allow for additional time for the completion of Milestones/Deliverables without need to amend this Agreement. If Grantee cannot satisfy a Completion Date, it shall seek MassCEC’s prior written approval, email acceptable, of a later Completion Date and provide reasoning for its request. MassCEC shall approve or deny Grantee’s request, email acceptable, within a reasonable time period.

Attachment 2— [IF APPLICABLE: Cost Share and] Expenditure Certification

For submission with Grantee’s invoice

Grantee Contact and Project Financing Information	
Project Title	
Grantee Contact Name, Title	
Company/Organization	
Milestone # and Name	
Grant Installment Amount Requested	
<i>IF APPLICABLE: Grantee Cost Share Amount for Milestone</i>	[DELETE THESE 4 CELLS IF NO COST SHARE]
<i>IF APPLICABLE: Cost Share Source(s)</i>	<i>I.e. Investors, in-kind, labor, cash, etc. Please include names of entities contributing to each type of cost share, amounts for each</i>

This [IF APPLICABLE: Cost Share and] Expenditure Certification is subject to the Agreement, by and between Grantee and MassCEC. By signing below, the undersigned certifies that:

1. They are authorized to sign on behalf of Grantee;
2. MassCEC, pursuant to Section 11 of the Agreement, has the right to audit records to confirm the use of funds is consistent with the Grant requirements and may do so at any time in compliance with the terms of the Agreement; and
3. Grantee has used and/or will use all Grant funds for the Project.

By: _____

(Signature of Authorized Representative)

Name _____

Title _____

Date _____

Attachment 3 – ACH Enrollment Form
Please submit completed form to Finance@masscec.com

Part I: Reason for Submission		
New Enrollment	Change Enrollment	Cancel Enrollment
Document Included		
Voided Check	Bank Letter	

Part II: Account Holder Information
Account Holder Legal Name
dba Name
Legal Address Number, Street, Apartment/Suite Number
CityStateZip Code
Account Holder Tax Identification Number Employer Identification Number (EIN) Social Security Number (SSN)

Part III: Financial Institution Information		
Financial Institution Name		
Routing Number	Account Number	Account Type CheckingSavings
If this is an Enrollment Modification, you must include your old financial institution information or your request will be returned.		
Old Financial Institution Name		
Old Routing Number	Old Account Number	Old Account Type CheckingSavings

Part IV: Vendor/Customer Information	
This is the person we will contact for any questions regarding this ACH Authorization	
Contact Person's Name	Contact Person's Title
Contact Person's Phone	Contact Person's Email

Part V: Authorization

By signing below, I hereby certify that the account(s) indicated on this form is under my direct control and access; therefore, I authorize the Massachusetts Clean Energy Center to initiate, change, or cancel credit entries to the account(s) as indicated on this form.

For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

I affirm that payments authorized by this agreement are not to an account that is subject to being transferred to a foreign bank account

I affirm that payments authorized by this agreement are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Massachusetts Clean Energy Center has received written notification from either me or an authorized officer of the organization of the account's termination in such time and in such a manner as to afford MCEC a reasonable opportunity to act upon it.

Account Holder Authorized Signature	Print Name
Title	Date

AGREEMENT FOR SERVICES

This **AGREEMENT FOR SERVICES** (the "Agreement"), effective as of [Date – M/D/YYYY], the ("Effective Date"), is by and between the **Massachusetts Clean Energy Technology Center** ("MassCEC"), an independent public instrumentality of the Commonwealth of Massachusetts (the "Commonwealth") with a principal office and place of business at 294 Washington Street, Suite 1150 Boston, Massachusetts, 02108, and [fill in COMPANY NAME AND PRINCIPAL PLACE OF BUSINESS] ("Contractor") (each a "Party" and together the "Parties").

WHEREAS, [provide an introduction to the Agreement, why it is being entered into, provide facts about the relationship and goals of the parties, the nature of the contract, and mention other related transactional documents];

WHEREAS, [use as many clauses as necessary]; and

WHEREAS, MassCEC desires to retain Contractor to provide certain services described more fully herein, and Contractor desires to provide MassCEC said services, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable considerations, the receipt, adequacy, and sufficiency of which are hereby acknowledged, MassCEC, and Contractor agree as follows:

1. **Scope of Services:** Contractor shall carry out all services reasonably contemplated by this Agreement and described in Exhibit 1 attached hereto (the "Services"), which exhibit is incorporated by reference. This Agreement shall apply to all Services provided from time to time by Contractor to MassCEC during the Term, as defined below. Contractor shall perform the Services in accordance with schedule in Exhibit 1 (the "Schedule").
2. **Deliverables:** Contractor shall provide all deliverables described in Exhibit 1 (the "Deliverables").
3. **Payment:**
 - a. **[FIXED FEE:** MassCEC shall pay Contractor an aggregate amount of up to \$[fill in AMOUNT] (the "Fee Amount") to perform the Services. The Fee Amount shall be the sole and complete compensation for the Services performed by Contractor under this Agreement.] **[HOURLY FEE:** MassCEC shall pay Contractor at the hourly rate of \$[fill in AMOUNT] per [fill in AMOUNT OF TIME] to perform the Services. Such payments shall not exceed \$[fill in AMOUNT] in total (the "Fee Amount"). The Fee Amount shall be the sole and complete compensation for Services performed by Contractor under this Agreement.]
 - b. Contractor shall submit to MassCEC reasonably detailed invoices [each quarter/each month] describing the Services rendered during the invoice period, and such invoices shall become payable within forty-five (45) days of receipt by MassCEC. Invoices shall provide reasonable documentation of evidence of costs incurred including, but not limited to:
 - i. **[IF APPLICABLE] Staff Charges:** staff charges for each employee, the employee's name, title, number of hours worked, and hourly rate; and

- ii. **[IF APPLICABLE]** Direct Materials/Other Direct Costs: all direct materials and other direct costs, itemized.

Contractor shall promptly provide MassCEC with any additional documentation or information upon MassCEC's reasonable request.

- 4. **Term:** This Agreement shall take effect as of the Effective Date, and shall remain in effect for **[fill in NUMBER OF DAYS/YEARS or until DATE – NOTE: Include sufficient time for invoicing/payment]** (the "Term"), unless terminated in accordance with Section 9 herein.
- 5. **Access and Use:** Contractor agrees to provide all contributions made in the scope of the Services as a work made for hire for MassCEC, which shall own all rights, including without limitation copyrights and patents, in materials Contractor prepares and delivers to MassCEC or its customers or clients or others on its behalf, and which shall have the right to use them in any way without additional payment to Contractor. In the event that Contractor's contributions are for any reason deemed not to have been a work made for hire, Contractor hereby assigns to MassCEC any and all right, title, and interest that the Contractor has, including any copyright or patent, in the work created or performed in the scope of the Services. Contractor, both during the Term and subsequently, shall cooperate with MassCEC to perfect, enforce, defend, and prosecute all such rights.

Contractor represents and warrants that Contractor's contribution will not infringe on any copyright, right of privacy, or personal or proprietary rights of others. If Contractor delivers or uses materials subject to the rights of any third parties (e.g., requiring permission from a copyright owner), Contractor will provide all information required of the person or entity to use such materials without infringing on any copyright, right of privacy, or other personal proprietary right of such third party. If Contractor provides to MassCEC or uses in the performance of the Services any material to which Contractor claims copyright, patent, or other interests or rights for itself, such use or delivery shall be deemed to be an assignment of such material, interests, and rights to MassCEC, unless a contrary agreement is reached in writing, between the Parties, prior to such delivery or use.

- 6. **Contractor's Representations, Warranties, and Certifications:** As of the Effective Date of this Agreement, Contractor hereby represents, warrants, and certifies under the pains and penalties of perjury as follows:
 - a. Contractor is duly authorized to enter into this Agreement.
 - b. Contractor and all personnel to be employed or engaged by Contractor under this Agreement ("Project Personnel") are fully capable and qualified to perform the Services and Contractor's other obligations under this Agreement, and have obtained all requisite licenses and permits to perform any and all of the Services.
 - c. Contractor and its Project Personnel are familiar with, and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations,

ordinances, orders, or requirements of the Commonwealth and other governmental authorities applicable to or implicated by the subject matter of this Agreement.

- d. Contractor and its employees are independent contractors of MassCEC, and not employees, partners, or joint-venturers of MassCEC. Contractor will be solely responsible for withholding and paying all applicable payroll taxes of any nature and imposed by any authority, including social security and other social welfare taxes or contributions that may be due on amounts paid to its employees. Contractor has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System, and with all laws of the Commonwealth relating to worker's compensation, codified at M.G.L. c. 152.
- e. Contractor certifies that appropriate insurance coverage for all activities under this Agreement has been obtained and shall be maintained in effect through the term of this Agreement. CONTRACTOR ACKNOWLEDGES THE SUFFICIENCY OF THE TYPES AND AMOUNTS OF INSURANCE COVERAGE MAINTAINED AND THE APPROPRIATENESS OF THOSE COVERAGES FOR THE DURATION OF THE TERM. At MassCEC's request, Contractor will provide MassCEC with copies of the certificates of insurance evidencing such coverage. The insurance requirements for the Project and pursuant to this Agreement are solely Contractor's responsibility and shall not relieve Contractor of any responsibility to MassCEC.
- f. Contractor agrees to comply with all applicable federal and state and local statutes, rules, regulations, and permitting requirements, including, but not limited to, all laws promoting fair employment practices or prohibiting employment discrimination and unfair labor practices, and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, or for exercising any rights afforded by law.
- g. Contractor represents and warrants that all of Contractor's Project Personnel are eligible to work in the United States at the time of execution of this Agreement and that Contractor shall comply with its continuing obligation to ensure such status for the Term.
- h. Contractor agrees and acknowledges that MassCEC is relying upon Contractor to provide the Services in a competent, complete, and professional manner, and, accordingly, Contractor performance under this Agreement shall be conducted with due diligence and in accordance with the highest industry standards of professionalism and competence.
- i. Contractor is registered and in good standing with the Secretary of the Commonwealth of Massachusetts's Office.

7. **Project Managers:**

- a. MassCEC and Contractor have designated the following persons to serve as Project Managers to support effective communication between MassCEC and Contractor and to report on the Project's progress (the "Project Managers").

For Contractor:

[First Name Last Name], [Title] ([phone number] / [email]@)

For MassCEC:

[First Name Last Name], [Title] ([phone number] / [email]@masscec.com)

- b. Contractor shall be required to obtain prior written approval from MassCEC to make any change to its Project Managers. For the avoidance of doubt, MassCEC may update its Project Manager(s) listed without amending this Agreement, in compliance with the notice provisions of Section 8.
8. **Notice:** Any notice hereunder shall be in writing and shall be sent either by (i) email or other electronic transmission, (ii) courier, or (iii) first class mail, postage prepaid, addressed to the Project Manager(s) listed in Section 7(a) at the address indicated in the preamble of this Agreement (or to such other address as a Party may provide by notice to the Party pursuant to this Section), and shall be effective (x) at dispatch, if sent by email or other electronic transmission, (y) if sent by courier, upon receipt as recorded by courier, (z) if sent by first class mail, five (5) days after its date of posting.

9. **Termination:**

- a. This Agreement may be terminated by either MassCEC or Contractor at any time for a material breach of any term of the Agreement.
- b. MassCEC may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate MassCEC action inconsistent with performing its obligations under this Agreement.
- c. In the event of such termination, compensation shall be paid by MassCEC to Contractor for the actual costs of allowable expenses incurred for work performed and the reasonable and necessary actual direct costs incurred in the performance of the work pursuant to this Agreement prior to the effective date of the termination.
- d. Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections: 5, 8, 9, 10, 12, 13, 14, 15, 17, 18, 20, 21, and 23 of this

Agreement shall survive and remain in effect after the termination or expiration of this Agreement.

10. **Assignment and Subcontracting:** MassCEC may assign its rights and obligations under this Agreement to any person who succeeds to all or any portion of MassCEC's business, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in, or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the prior written consent of MassCEC, nor shall Contractor subcontract any services to anyone without the prior written consent of MassCEC.
11. **Conflicts of Interest:** Contractor acknowledges the application of the Commonwealth's Conflict of Interest Law, codified at M.G.L. c. 268A to the subject matter of this Agreement and that Contractor's Project Personnel, and Contractor's subcontractor's personnel, if any, may be considered "special state employees" and thus may be subject to the provisions of such law. Contractor represents and warrants that it is, and agrees that, for the duration of the term of this Agreement, it and its subcontractors, if any, shall remain in full compliance with the Commonwealth's Conflict of Interest Law.
12. **Audit:** Contractor shall maintain books, records, and other compilations of data pertaining to its activities pursuant to this Agreement to the extent and in such detail as to properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under the Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit, or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not expressly permitted under this Agreement, Contractor shall refund to MassCEC the amount determined by such audit within thirty (30) days of Contractor's receipt of such audit and demand.
13. **Indemnification:**
 - a. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors, and employees (together with the Commonwealth and MassCEC, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i)

any breach of this Agreement or false representation of Contractor, its officers, directors employees, agents, subcontractors, or assigns under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Contractor, its officers, directors, employees, agents, subcontractors, or assigns. Without limiting the foregoing, Contractor shall indemnify and hold harmless each Covered Person against any and all Damages that may arise out of or are imposed due to the failure to comply with the provisions of applicable law by Contractor or any of its agents, officers, directors, employees, subcontractors, or assigns.

- b. In no event shall either Party be liable for any indirect, incidental, special, or consequential damages whatsoever (including, but not limited to, lost profits or interruption of business) arising out of or related to Contractor's, its officers', directors', employees', agents', subcontractors', or assigns' performance of Services under this Agreement, even if advised of the possibility of such damages.

14. Confidentiality:

- a. Contractor hereby agrees to protect the physical security and restrict access to all data compiled for, used by, or otherwise in the possession of Contractor in performance of the Services in accordance with reasonable business practices and as otherwise provided in this Agreement. Contractor shall comply with all applicable laws and regulations relating to confidentiality and privacy, including, without limitation, all requirements of M.G.L. c. 66A implicated by the subject matter of this Agreement.
- b. In connection with the performance of the Contractor's Services, Contractor will be exposed to and have access to MassCEC's confidential and proprietary information and information that MassCEC's employees, applicants, consultants, affiliates, licensors, customers, vendors, and others have entrusted to MassCEC that may include, but is not limited to, trade secrets, know-how, or other intellectual property, financial, and commercial information, marketing and servicing information, costs, business affairs, future plans, employee compensation, employee personnel information, programs, databases, operations, and procedures (collectively, "Confidential Information") to which Contractor did not have access prior to performing Services of MassCEC, and which Confidential Information is of great value to MassCEC. Contractor, at all times, both during and after any termination of this Agreement by either party, shall not in any manner, directly or indirectly, use any Confidential Information for Contractor's own benefit, or divulge, disclose, or communicate in any manner, or otherwise make available such Confidential Information, unless expressly authorized to do so in writing by an officer of MassCEC. Confidential Information shall not include (i) information which was in the public domain at the time of disclosure to Contractor; (ii) information which is or becomes generally known or available to the public through no act or failure to act on the part of Contractor; or (iii) information the disclosure of which is required by law or court order, provided the Contractor gives to MassCEC prompt, prior written notice of any such disclosure.

- c. Contractor has read and agrees to comply with, and will cause its agents, officers, directors, employees, and subcontractors to comply with, the provisions of this Section. Contractor agrees, for itself and for its agents, officers, directors, employees, and subcontractors, as follows:
- i. Not at any time, whether during or after the termination of this Agreement, to divulge, disclose, or reveal to any person any Confidential Information, whether or not such information is produced by Contractor's own efforts, except (A) as specifically required in connection with the fulfillment of Contractor's obligations hereunder, or (B) as otherwise directed by MassCEC in connection with a disclosure request under M.G.L. c. 66 (the "Public Records Law"), a request for discovery, subpoena, court, or administrative order or other compulsory legal process, disclosure requirement or request relating to such Confidential Information;
 - ii. Not at any time, whether during or after the termination of this Agreement, use any Confidential Information for Contractor's direct or indirect financial or other benefit or for the benefit of any Person related to or affiliated with Contractor or with whom Contractor is now or hereafter associated, other than MassCEC, nor will Contractor use or attempt to use any Confidential Information in any manner which could reasonably be expected to injure or cause loss, whether directly or indirectly, to MassCEC or any applicable third party;
 - iii. In the event that Contractor (or any of its agents, officers, directors, employees, or subcontractors) is questioned about Confidential Information by anyone who has not demonstrated to Contractor that it is authorized to receive or have access to such Confidential Information, or is asked to provide Confidential Information to any such Person, Contractor agrees to promptly notify MassCEC and respond to the inquirer in accordance with MassCEC's instructions; and
 - iv. Not at any time, whether during or after the termination of this Agreement, reproduce any materials containing Confidential Information except to the extent necessary to perform Contractor's obligations under this Agreement, nor make or use (or permit any of its agents, officers, directors, employees, or subcontractors to use) any materials other than in connection with the performance of Contractors' obligations under this Agreement and for the benefit of MassCEC, it being understood and agreed that all materials are, shall be and shall remain the sole and exclusive property of MassCEC, and immediately upon the termination of the Agreement for any reason, Contractor shall deliver all copies of MassCEC's confidential materials and all other property of MassCEC in its direct or indirect possession or control to MassCEC, at its main office. In addition, Contractor shall, upon termination of the Agreement, within ten (10) days, return all materials and Confidential Information, held by Contractor as data stored on computers, floppy disks, CD-ROMs, or other electronic media.

- d. Contractor shall collaborate directly with MassCEC to prepare any public statement, media strategy, webpage update, or announcement relating to or bearing on the work performed or data collected under this Agreement, or to prepare any press release or for any news conference in which MassCEC is concerned or discussed. The aforementioned includes, but is not limited to, any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events, or editorial boards which relates to this Agreement or MassCEC.
- e. Notwithstanding the foregoing, Contractor is hereby notified that in accordance with the Defend Trade Secrets Act of 2016 (18 U.S.C. Sec. 1833(b)), as amended, Contractor will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

15. **Public Records and CTRU:** [Include if you anticipate receiving confidential information] As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66 (the "Public Records Law"). Contractor acknowledges and agrees that any documentary material, data, or other information submitted to MassCEC are presumed to be public records. An exemption to the Public Records Law may apply to certain records, including materials that fall under certain categories of a statutory or common law exemption, including the limited exemption set forth in General Laws Chapter 23J, Section 2(k) regarding certain types of confidential information submitted to MassCEC by an applicant for any form of assistance. Contractor acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data, or other information is exempt from or subject to public disclosure. MassCEC urges Contractor to carefully consider what documents, materials, data, and other information it submits to MassCEC in connection with this Agreement.

In accordance with the Public Records Law, MassCEC generally considers the following types of information confidential:

- [fill in as necessary]

[Include if you do not anticipate receiving confidential documents] As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Contractor acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data, or other information is exempt from or subject to public disclosure. Contractor agrees and acknowledges that it shall not send MassCEC any confidential or sensitive information under this Agreement.

[Always include] Contractor agrees and acknowledges that MassCEC shall have the right to disclose the name of Contractor and/or payee, the amount of any payments under this Agreement and any other information it may deem reasonably necessary on CTHRU, the Commonwealth's online database of state spending, or any other applicable state spending website.

16. **Tax Forms:** MassCEC will record payments to Contractor on, and provide to Contractor, a United States Internal Revenue Service ("IRS") Form 1099, and MassCEC will not withhold any state or federal employment taxes on Contractor's behalf. Contractor shall be responsible for paying all such taxes in a timely manner and as prescribed by law. Contractor shall provide MassCEC with a properly completed IRS Form W-9 (the "W-9"). Failure to provide the W-9 shall be grounds for withholding payment until such W-9 is received. The W-9 must be emailed to finance@masscec.com. For all tax-exempt entities (including government entities), a tax-exemption certificate or IRS tax-exemption determination letter must be emailed to finance@masscec.com.

17. **Choice of Law:**

- a. This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to its conflict of laws principles. Any dispute arising out of or relating to this Agreement or its breach, termination, or invalidity, whether before or after termination of this Agreement, if not resolved by negotiation among the Parties within thirty (30) days after such dispute is raised by either Party in writing, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over this Agreement. Any such arbitration will be conducted in or near Boston, Massachusetts. The prevailing Party shall be entitled to receive from the other Party its reasonable attorney's fees and costs incurred in connection with any action, proceeding, or arbitration hereunder.
- b. This Section shall not be construed to limit any other legal rights of the Parties. Each Party acknowledges and agrees that any breach or threatened breach of this Agreement by the other Party may result in substantial, continuing, and irreparable damage to the first Party. Therefore, before or during any arbitration, either Party may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction, where such relief is necessary to protect its interests pending completion of the arbitration proceedings.

18. **Independent Status:** Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, partner, joint venturer, or principal and agent between MassCEC and Contractor, its officers, directors, employees, agents, or assigns.

19. **Counterparts:** This Agreement may be executed in two (2) or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

20. **Severability:** Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power, or enforceability of any other clause or provision of this Agreement.
21. **Amendments and Waivers:** MassCEC may amend Section 15 (without any action by Contractor) to reflect changes in law or MassCEC policies and shall promptly deliver any and all such amendments to Contractor in the manner provided in Section 8. Except as provided in the immediately preceding sentence, no amendments to or modifications of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless the same shall be in writing and shall be signed by each of the Parties. Any waiver by MassCEC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, or in any way limit the remedies available to that Party.
22. **Force Majeure:** Neither Party shall be liable or responsible to the other Party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) actions, embargoes, or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; and (f) strikes, labor stoppages or slowdowns. The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.
23. **Binding Effect, Entire Agreement:** This Agreement shall be binding on the Parties and their respective successors and permitted assigns, and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the Parties, and no Person shall be regarded as a third party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant, or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. Furthermore,

neither Contractor's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with the MassCEC, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules, and attachments) are hereby incorporated into this Agreement by reference:

- a. Exhibit 1: Scope of Services

[Rest of Page Intentionally Blank]

In witness whereof, the Parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the Effective Date.

Massachusetts Clean Energy Technology Center

[Contractor Name]

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Federal Tax ID No.: _____

Exhibit 1
SCOPE OF SERVICES: Project Plan, Deliverables, and Schedule

- IV. Project Plan [provide a description of the project]
- V. Payment Terms [describe payment terms and the invoicing process. Make sure this section is consistent with the terms of Section 3]
- VI. Schedule and Deliverables

EXAMPLE TABLE

Task Number	Task Description	Milestone/Deliverable	Completion Date	Payment Amount
1				
2				
3				
