



Request for Proposals: Innovation Ecosystem Program FY2025

Date of Issue: 10/21/2024

Proposals Due: 12/6/2024

All proposals must be submitted to:

innovationecosystem@masscec.com

I. SUMMARY

This Request for Proposal (“RFP”) is being issued by the Massachusetts Clean Energy Technology Center (“MassCEC”) seeking applicants (the “Applicants”) to MassCEC’s Innovation Ecosystem Program (the “Program” or “IEP”) to fund ecosystem business development activities to support Climatetech Startups (as defined in Section IV) in their commercialization life cycle.

Entrepreneur Support Organizations (“ESOs”) or (“Organizations”) who do not meet eligibility for physical or in-person offerings (as defined in Section IV) are eligible for up to a maximum of One Hundred and Twenty Thousand Dollars (\$120,000).

ESOs who meet eligibility requirements for physical and/or in-person offerings (as defined in Section IV) are eligible for up to a maximum of One Hundred and Seventy-Five Thousand Dollars (\$175,000).

Funding may be used to support key activities, including, but not limited to, operations and management expenses, facilities and infrastructure buildouts, equipment purchases, networking and workshop events, and professional development of staff. Award payments are typically tied to organizational operations and events (“ESO Milestones”).

II. ABOUT MASSCEC

MassCEC is a quasi-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. PROGRAM GOALS AND DESCRIPTION

The goals of the Program are to:

- Support the growth of a robust climatetech innovation ecosystem;
- Promote commercialization of early stage Climatetech Startups;
- Support Entrepreneur Support Organizations in their endeavors to provide the startup community with valuable resources; and
- Continue to attract early-stage Climatetech Startups to Massachusetts.

Entrepreneur Support Organizations (as further defined in Section IV) provide strategic, valuable, and complementary resources to MassCEC by attracting and enabling growth of early-stage Massachusetts Climatetech Startups and improving their chances for commercialization success. MassCEC funding aims to support program operations for accelerators, incubators, and any ESO supporting the growth and development of Climatetech Startups.

IV. ELIGIBILITY

All **applicant ESOs** must meet the following criteria:

- Applicants must be based in the Commonwealth of Massachusetts and/or contain a large percentage of Massachusetts-based startups in their cohorts or membership base.
- Applicants must have startups that satisfy the definition of Climatetech Startups set forth below.
- Applicants are not required to *exclusively* host Climatetech Startups in their cohorts, but the applicant must have a Climatetech element or track.
- Applicants should have experienced management teams and a sustainable organizational model backed up by a credible business plan.
- Applicants must be established organizations with multiple sources of funding and at least one (1) year of operations.

ESOs include organizations that run programs, offer educational resources, operate physical space, or a combination thereof, with the goal of mitigating market barriers for the commercialization of technologies and the growth of startup companies.

Applicants without physical or significant in-person program offerings are eligible to request an award of up to One Hundred and Twenty Thousand Dollars (\$120,000).

Applicants who are responsible for managing and operating at least two (2) out of five (5) options from the list below are eligible to request a maximum award amount of One Hundred and Seventy-Five Thousand Dollars (\$175,000). The higher award amount is intended to support ESOs who have higher operational costs due to expenses associated with rent, physical assets, and hosting multiple in-person events and programs.

- Physical Lab Space
- Makerspace
- Coworking space
- At least eight (8) In-Person Events Per Year
- Other Physical Infrastructure Offerings

All applicants are encouraged to have a track record of providing effective services to Climatetech Startups (i.e. technology development, fundraising and grant writing, and customer acquisition. Examples of best practices can be found [here](#)). ESOs are organizations that provide a vital role to startups by providing resources, training, services, and sometimes physical assets to entrepreneurs and startups to accelerate their path to commercialization. ESOs include, but are not necessarily limited to, incubators and accelerators.

“Climatetech Startups” are considered to be companies whose primary product or business strategy meets the statutory definition of “clean energy” pursuant to M.G.L. c. 23J § 1, as amended pursuant to Chapter 179 of the Acts of 2022 “[An Act Driving Clean Energy and Offshore Wind](#)”, namely “...advanced and applied technologies that significantly reduce or eliminate the use of energy from non-renewable sources including, but not limited to: (i) energy efficiency; (ii) demand response; (iii) energy conservation; or (iv) technologies powered, in whole or in part, by the sun, wind, water, geothermal energy, including networked geothermal and deep geothermal energy, hydrogen produced by non-fossil fuel sources and methods, alcohol, fuel cells, fusion energy or any other renewable, nondepletable or recyclable fuel...”. Please note that technologies related to coal, oil, nuclear power, biomass, and natural gas (except where used in fuel cells) will not be considered clean energy for purposes of this RFP.

Particular emphasis will be placed on supporting ESOs that support Climatetech Startups developing innovations in one or more the following areas, as long as the proposed innovation relates to advanced and applied technologies that significantly reduce or eliminate the use of energy from non-renewable sources:

1. **Energy & Electricity** – increasing renewable energy generation and modernizing the grid
2. **Transportation** – transitioning to zero-emissions vehicles, enhancing public transit, and promoting alternative fuel options
3. **Manufacturing & Industry** – Adopting carbon reducing technologies and processes, sustainable production practices through a circular economy, and carbon capture related technologies
4. **Agriculture & Water** – adopting sustainable farming and forest management practices and leveraging nature-based solutions
5. **Buildings** – improving energy and heating efficiency, transitioning to renewable sources, and implementing sustainable construction practices/materials

- 6. **Resilience and Adaptation** – implementing climate-smart planning, strengthening infrastructure, and promoting nature-based solutions to reduce vulnerability to climate change

V. ESTIMATED TIMELINE

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

| | |
|-------------------------------------|---------------------|
| Application period opens | October 21, 2024 |
| Proposals Due | December 6, 2024 |
| Notification of Award (Anticipated) | Late February, 2024 |

VI. HOW TO APPLY

Applicants must use and submit the pre-formatted application template available at: [IEP Application Form](#)

Proposals should be:

- Submitted via email to innovationecosystem@masscec.com
- Submitted in MS Word or PDF Format, using Calibri font in 11 pt. size
- Maximum of one file submitted; proposal followed by attachments

Optionally, Applicants are encouraged to complete the [30-second self-assessment](#) as part of the Certification Program for the [Supplier Diversity Office of Massachusetts \(SDO\)](#).

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 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.

MassCEC is interested in understanding the composition of its applicant and awardee pool in the Program. Applicants who choose to complete the SDO self-assessment tool are encouraged to provide a screenshot or print out of the results page with their application packages to support MassCEC’s effort to collect data regarding the applicant and awardee pool for the Program. While this is not currently a Program requirement, applicant submission of the SDO questionnaire will help MassCEC better understand the composition of our applicant base today and may influence program design in the future. **Do not disclose any proprietary**

information in your proposal. Applicants will receive a reply e-mail as confirmation for receipt of a completed proposal. MassCEC reserves the right to disqualify any submission at its sole discretion. Proposals that are not received by the closing deadline will not be considered.

VII. SELECTION CRITERIA

Applications will be reviewed and evaluated based on the following criteria.

| Evaluation Criteria | Details |
|--------------------------------|--|
| Program Background | <ul style="list-style-type: none"> • How well the organization’s mission aligns with the overall goals of the Innovation Ecosystem Program • How well the organization benefits its Climatetech Startups • The niche benefits of the ESO compared to others in the space • Geographic composition of participating and graduate companies – MA-based companies should comprise approximately half of the cohort/membership at any given time, at a minimum. |
| Staff Qualifications | <ul style="list-style-type: none"> • Staff’s experience with running Climatetech-based programs and working with entrepreneurs • Staff’s understanding of the innovation ecosystem in the region. |
| Current Program Plan | <ul style="list-style-type: none"> • The value of infrastructure, resources, and/or equipment to Climatetech Startups (if provided) • Quality and frequency of hosted events • Access to mentors, coaches, investors, corporate partners, and customers • Educational benefits to startups broadly, and to Climatetech Startups specifically • Recent success and progression of current startups and graduates • Development of new (or evolution of existing) programming and benefits for startups • Plan to attract and retain new Climatetech Startups into the MA ecosystems via the ESO. |
| Climatetech Ecosystem Benefits | <ul style="list-style-type: none"> • Percentage of Climatetech Startups accepted into the program or membership base each year • Percentage of MA-based participants or members compared to MA-based Climatetech participants • Climatetech Startup outreach, recruitment, and engagement strategies. |
| Funding Background | <ul style="list-style-type: none"> • How well funding sources (from MassCEC or other sources) directly benefit Climatetech Startups • The longevity and sustainability of previous and current funding sources • Quality of plan for long-term financial sustainability • Recent/new efforts to access new sponsors and partners. |

| | |
|-----------------|--|
| Funding Request | <ul style="list-style-type: none"> • Funding request relative to the number of Climatetech Startups represented • Funding request relative to the organization’s revenue (last year’s revenue) • Use of funds to benefit Climatetech Startups |
|-----------------|--|

VIII. BUDGET

Use of Funds

There are two (2) broad budget categories: Operations Funding and Scholarship Funding. Read details below.

The Innovation Ecosystem Program provides funds for operations & events (“Operations Funding”) which are intended to support the operations of the ESO as they pertain to their support of Climatetech Startups.

Typical uses of Operations Funding include, but are not limited to:

- Networking events;
- Educational workshops and programming;
- Prize funding for the winner of a competition;
- Judge/sponsor/partner recruitment efforts;
- Marketing collateral;
- Climatetech Startup recruitment and outreach efforts;
- Operations and management expenses;
- Business development services for Climatetech Startups;
- Growing strategic clusters;
- Facilities and infrastructure buildouts;
- Equipment purchases; and
- Professional development of ESO staff

Each awarded grantee will also have the option to offer scholarship funds Climatetech Startups (“Scholarship Funding”). Entrepreneur Support Organizations interested in offering scholarships to MA-based Climatetech Startups should outline in their application how much they would like to offer in total Scholarship Funding.

Only up to twenty-five percent (25%) of the award amount can be used for Scholarship Funding. Individual scholarships are capped at Five Thousand Dollars (\$5,000) per scholarship.

Incubators, accelerators, and all ESOs can offer any of the following scholarship categories to their own participants/members. For example, an incubator might elect to offer relocation membership scholarships to non-MA based Climatetech Startups to relocate to the incubator’s MA location.

Typical uses of Scholarship Funding include, but are not limited to:

- Funding for Climatetech Startups' technology development and commercialization activities (i.e., a key piece of equipment).
- Travel stipends for Massachusetts-based Climatetech Startups;
- New membership at a Massachusetts-based Climatetech incubator/coworking space/etc.
 - Membership must be new – the Climatetech Startup must not currently be a member of said incubator/coworking space.
- Climatetech Startup Relocation:
 - The Climatetech Startup does not need to be Massachusetts based at the time of scholarship application, but must demonstrate intent to establish permanent MA presence and commit to:
 - Relocate a majority of its business functions to the MA-based incubator/coworking space/etc. if accepted (if a US- based climatetech startup); or
 - Locate a majority of its US- based business functions at the MA-based incubator/coworking space/etc. if accepted (if a foreign climatetech startup).

MassCEC will provide the Organization with an application form to distribute to eligible Climatetech Startups. MassCEC will review the applications to determine if the Climatetech Startup is eligible to receive a scholarship. Once deemed eligible by MassCEC, the ESO will evaluate the scholarship application forms and independently select the recipients. The ESO will be responsible for distributing the scholarship funds to the startups from its milestone payment. If utilizing scholarship funding for Climatetech Startup Relocation purposes, scholarship funds are payable from MassCEC upon proof of Climatetech Startups' MA arrival.

IX. CONTRACT REQUIREMENTS

Once MassCEC notifies the ESO that it was selected to receive a MassCEC grant, MassCEC and the Grantee will execute a contract, substantially in the form of the Sample Agreement in Attachment 2, which will set forth the respective roles and responsibilities of the parties.

All awarded applicants ("Grantees") of the Program will be required to report on their progress throughout their participation in the program. The prescriptive list of deliverables and funding tranches are detailed in the table below. Grantees can use the progress reports to report on other accomplishments that are noted in their application (i.e., hosting an industry event, etc.).

Funds will be distributed based on the following percentages as reporting deliverables are submitted with invoices.

| Invoice Number | Deliverables | Amount |
|----------------|---|---------------------|
| 1 | First Progress Report and Metrics Report | 25% of award amount |
| 2 | Midway Lunch & Learn Presentation to MassCEC | 10% of award amount |
| 4 | MassCEC Presentation to Grantee’s Startups | 25% of award amount |
| 5 | Scholarships and/or Create Your Own Milestone/Deliverable | 25% of award amount |
| 6 | Final Progress Report and Metrics Report | 15% of award amount |

To receive funds associated with each reporting period, an invoice, expenditure form, metrics report, and all deliverables must be submitted according to the details of the signed contract. Payments will not be processed/distributed until MassCEC receives all documents associated with each invoice. MassCEC will provide templates for the expenditure certificate, metrics reports, progress reports, and scholarship application forms.

X. CONTACT INFORMATION FOR QUESTIONS

All questions regarding the Program and this RFP should be directed to innovationecosystem@masscec.com.

XI. 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, and Applicant acknowledges 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. Applicants shall not send MassCEC any confidential or sensitive information in response to this RFP. If confidential information is submitted as part of the application and not clearly marked as confidential, such information may be made publicly available by MassCEC without further notice to the Applicant.

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.

ATTACHMENT 1: AUTHORIZED APPLICANT’S SIGNATURE AND ACCEPTANCE FORM

Innovation Ecosystem Program - FY2025

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: _____

ATTACHMENT 2: SAMPLE AGREEMENT

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, [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:

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.

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.

Grant Amount; Payment; Rescission

Grant Amount. In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, MassCEC agrees to provide Grantee 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 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.

Payment. 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 Expenditure Certification (Attachment 2). Grantee shall submit invoices by email to MassCEC’s Project Managers listed in Section 4(a) and carbon copy AP@masscec.com. 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 AP@masscec.com at or before the submission of their first invoice. Any changes to the information in the ACH form must be submitted to AP@masscec.com through an updated ACH enrollment form within thirty (30) days of any such change.

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.

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.

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 0(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.

Publicity; Use of Name

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.

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.

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.

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.

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 AP@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 AP@masscec.com.

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.

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.

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.

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.

Indemnification

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.

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.

Public Records and CTHRU

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.

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.

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.

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.

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.

Choice of Law and Forum; Arbitration; Equitable Relief

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.

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.

Registration

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

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.

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.

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.

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.

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.

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.

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:

Attachment 1—Scope of Work

Attachment 2 – Expenditure Certification

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— 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 | |

This 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 AP@masscec.com

| | | |
|---|--|--|
| Part I: Reason for Submission | | |
| <input type="checkbox"/> New Enrollment | <input type="checkbox"/> Change Enrollment | <input type="checkbox"/> Cancel Enrollment |
| Document Included | | |
| <input type="checkbox"/> Voided Check | <input type="checkbox"/> Bank Letter | |

| | | |
|---|--|--|
| Part II: Account Holder Information | | |
| Account Holder Legal Name | | |
| dba Name | | |
| Legal Address Number, Street, Apartment/Suite Number | | |
| City, State, Zip 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 <input type="checkbox"/> Checking <input type="checkbox"/> Savings |
| 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 <input type="checkbox"/> Checking <input type="checkbox"/> Savings |

| | |
|---|------------------------|
| 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 |