

CLIMATE-CRITICAL WORKFORCE TRAINING, EQUIPMENT, AND INFRASTRUCTURE GRANT AGREEMENT

This Grant Agreement (the “Agreement”), effective as of [Date – Month DD, YYYY Date sent to DocuSign] (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], (**Corporation Type-nonprofit, public entity, private corporation, etc.**), **with Fiscal Agent [Fiscal Agent 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, MassCEC issued its [RFP Solicitation] in [grant year] to help build job training and support capacity to fill gaps in the workforce for climate-critical sectors while creating opportunities for underserved individuals most impacted by climate change;

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, Grantee submitted an application in response to said solicitation that proposes [program description]; and

WHEREAS, MassCEC has selected Grantee’s proposal for award.

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 (as defined in the Scope of Work) 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 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.
- 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 OR [Fiscal Agent] as Grantee’s fiscal agent 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).

[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.

- c. *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] /)

For our team:

Edward Hsieh, 857-415-6079, EHsieh@masscec.com
Anitra Ford, 617-843-3478, AFord@masscec.com
Ben Christensen, 617-843-3557, BChristensen@masscec.com
Camilla Bacolod, 617-315-9319 CBacolod@masscec.com
Janel Granum, 617-315-9336, Jgranum@masscec.com
Ben Gross, 617-315-9352, bgross@masscec.com

For Grantee:

[First Name Last Name], ([phone number] / [email]@)
[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 PROGRAM 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"). **[If fiscal agent then sentence should read- Grantee shall require that [Fiscal Agent Name] 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.

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. The Parties acknowledge that, to the extent Grantee receives any technical assistance from MassCEC in relation to the Project: (i) any such assistance is not a binding obligation of Grantee to adopt and is given solely as guidance for the Grantee to accept or reject at Grantee's discretion; (ii) any and all consequences of accepting or rejecting technical assistance offered by MassCEC shall be the sole responsibility of Grantee; and (iii) 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 arising from or related to such technical assistance provided by MassCEC to Grantee in relation to the Project.
- d. The Parties acknowledge that, to the extent Grantee receives any technical assistance from the third-party consultant retained by MassCEC to provide such technical assistance relative to the Program (the "Technical Consultant"): (i) the Technical Consultant 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; (ii) 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; (iii) except as otherwise specified in the Scope of Work, any such assistance provided by the Technical Consultant is not a binding obligation of Grantee to adopt and is given solely as guidance for the Grantee to accept or reject at Grantee's discretion; and (iv) any and all consequences of accepting or rejecting the technical assistance offered by the Technical Consultant shall be the sole responsibility of the Grantee.

15. Public Records and CTRU

[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.

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 registered and in good standing with the Secretary of State's Office of the Commonwealth of Massachusetts.

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 employees, agents, or officers.

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] [End this section of the program description with](#) (collectively, the “Project”). The Project shall consist of the Tasks and Deliverables identified below

Deliverable formats: *Please note that some deliverables (participant details, quarterly reports, documentation of professional services, etc.) must be provided to MassCEC in a standardized format. MassCEC staff will provide information and support on the required formats.*

Deliverables that are subject to this requirement are:

- *List of eligibility criteria for participants;*
- *Reports on services provided by subcontractors;*
- *Participant lists for attendance and/or utilization of the program overall, for each cohort, and for each specific program event, including required demographic data and baseline impact metrics where requested for both individual and MWBE participants;*
- *Reports on completion by participants;*
- *Program metrics and impact metrics provided within quarterly, interim, and annual reports;*
- *Changes to impact metrics reported in retention/follow-up reports; and*
- *Quarterly reports, annual reports, final reports, and case studies.*

Task 1 – MassCEC Agreement and Partnerships

Task 1.1 – MassCEC Grantee Agreement

The Grantee shall sign the Agreement and participate in a Kick-Off Meeting with MassCEC staff to discuss the scope of work and associated timeline. The Grantee shall participate in recurring remote check-in meetings with MassCEC staff and participate in Community of Practice sessions throughout the Term to connect on the ongoing scope of work.

1.1 Deliverables:

- Sign Agreement;
- Completion of a kick-off meeting; and
- Alignment on program timeframe.

Task 1.2 – Partnerships

The Grantee shall enter subcontracts with the following organizations to achieve the objectives of this project: Impact Energy and NPV Energy. If Grantee wishes to add other subcontractors and/or replace the listed subcontractors, Grantee must contact the MassCEC program manager for approval and review. Regardless of subcontracting or other partnering arrangements, the Grantee shall be solely responsible for the timely completion of all the tasks in the Agreement. The Grantee shall complete all project management activities necessary for the performance of this Agreement which shall include, at a minimum, the following activities:

- Coordinate the work of between Grantee's and any subcontractor's employees and that are undertaking tasks described in this Agreement;
- Ensure control over the project budget and adherence to the project schedule; and
- Provide all project reporting to MassCEC as specified in this Agreement.

1.2 Deliverables:

- List of all subcontracts/partners after relevant agreements have been signed; and
- Copies of subcontractor/partners scopes of work and line-item budgets utilizing the MassCEC budget template, including tasks assigned, hours, and rates as relevant.

Task 1.3 – Commitment to Technical Assistance

The Grantee shall attend recurring remote or in-person check-in meetings with MassCEC staff on an agreed upon scheduled basis, participate in Community of Practice sessions throughout the Term, and participate in small cohort workshops and networking events as agreed upon with MassCEC staff.

1.3 Deliverables:

- Attend recurring remote or in-person check-in meetings with MassCEC staff at least once per month;
- Attend Community of Practice sessions;
- Participate in small cohort workshops and networking events as agreed upon with MassCEC staff; and
- Participate in at least two (2) in-person events hosted by MassCEC annually

[Task 2 – Program Planning]

[Task 2.1 – Curriculum Development]

[Narrative if applicable]

[2.1 Deliverables:]

- **[Deliverables if applicable]; and**
- **[Deliverables if applicable].**

[Task 2.2 – Staff Hiring]

[Narrative if applicable]

[2.2 Deliverables:]

- **[Deliverables if applicable]; and**
- **[Deliverables if applicable].**

[Task 2.3 – Intake Assessment and Eligibility Criteria]

[Narrative if applicable]

[2.3 Deliverables:]

- **[Deliverables if applicable]; and**

- [Deliverables if applicable].

[Task 3 – Outreach/Recruiting]

[Task 3.1 – Recruitment]

[Narrative if applicable]

[3.1 Deliverables:]

- [Deliverables if applicable]; and
- [Deliverables if applicable].

[Task 4 – Training Delivery]

[Task 4.1 – Training Delivery]

[Narrative if applicable]

[4.1 Deliverables:]

- [Deliverables if applicable]; and
- [Deliverables if applicable].

[Task 4.2 – Business Support Services]

[Narrative if applicable]

[4.2 Deliverables:]

- [Deliverables if applicable]; and
- [Deliverables if applicable].

[Task 4.3 – Certification Support Services]

[Narrative if applicable]

[4.3 Deliverables:]

- [Deliverables if applicable]; and
- [Deliverables if applicable].

[Task 5 – Retention and Wraparound Support Services]

[Task 5.1 – Retention Services]

[Narrative if applicable]

[5.1 Deliverables:]

- [Deliverables if applicable]; and
- [Deliverables if applicable].

Task 7 – Monitoring and Reporting

Task 7.1 – Interim Progress Report

The Grantee shall provide regular interim progress reports including updates on program activity and programmatic metrics noted in the deliverables sections of Task 1 through Task 6 and any changes to impact metrics.

7.1 Deliverables:

- Interim reports including:

Updates on program activity and programmatic metrics noted in deliverables sections of Task 1 through Task 6 including:

- Recruitment lists and participant demographic data;
- Program attendance lists;
- Training completion lists;
- Utilization of asynchronous resources;
- Case management, support services, and mentoring; and
- Stipends and/or subsidized wage distributions.

Updates on changes to impact metrics including:

- New job opportunities / placements;
- Changes in job status;
- Changes in wages;
- Changes in titles; and
- Obtained certifications / licenses.
- A case study on at least one (1) successful participant annually.

Task 7.2 – Final Report

The Grantee shall track participants for at least six (6) months following completion of training and provide a final report on all participants after the retention period has completed for all participants.

7.2 Deliverables:

- Final report on programmatic metrics including recruitment lists, participant demographic data, attendance lists, completion lists, case management reports, subsidized wage distributions, and support service stipend distribution;
- Final report on impact metrics including new job opportunities / placements, changes in job status, changes in wages, changes in titles, and obtained certifications / licenses; and
- Summary of program highlights with a compilation of all prior case studies and at least one (1) new case study on a successful participant.

[intentional page break to push payment terms and payment schedule into landscape pages]

II. Payment Terms

Table 1 below sets forth the schedule of payments for Grantee’s achievement of specific milestones and deliverables. Grantee shall bill Mascen in accordance with the terms set forth in Section 3 of the Agreement, as well as in accordance with the schedule of invoices located in Table 1 below. Grantee shall provide a written invoice using the MassCEC standard invoice template describing the work performed with Grant funds during the invoice period and include a completed and signed Expenditure Certification (Attachment 2).

[describe payment terms and the invoicing process. Make sure this section is consistent with the terms of Section 3]

III. Schedule and Deliverables

Invoice Number	Task Description	Milestone/Deliverable	Completion Date	Maximum Payment Amount	Partial Payment Guidelines (where applicable)
1	Task 1.1 – MassCEC Grant Agreement Task 1.2 – Partnerships	<ul style="list-style-type: none"> • Sign Grant Agreement • Completion of kick-off meeting • Alignment on program timeframe • Copy of signed agreements, including scopes of works and budgets, with [subcontractor(s)] 			
2	Task 6.1: Interim Report	<ul style="list-style-type: none"> • Progress report on programmatic metrics, including TA participation, employer and community engagement, recruitment lists, participant demographic data, attendance lists, completion lists, case management reports, subsidized wage distributions, and support service stipend distribution 			

		<ul style="list-style-type: none"> • Progress report on impact metrics, including new job opportunities/placements, changes in job status, changes in wages, changes in titles, and obtained certifications/licenses 			
3 (package and rate-based language example row)	Task 4.1: Job Training / Career Navigation Delivery Task 4.4: Training Stipends Task 7.1: Interim Report	<ul style="list-style-type: none"> • Deliver technical classes to twelve (12) participants • Distribute training stipends • Progress report on programmatic metrics, including TA participation, employer and community engagement, recruitment lists, participant demographic data, attendance lists, completion lists, case management reports, subsidized wage distributions, and support service stipend distribution • Progress report on impact metrics, including new job opportunities/placements, changes in job status, changes in wages, changes in titles, and obtained certifications/licenses 	January 2024	\$150,000 (\$107,600 of this total subject to partial payment guidelines)	\$50,000 for completion of training by least twelve (12) participants (Task 4.1); \$20 per hour for up to eight (8) hours per day for up to thirty (30) days for distribution of training stipends to up to twelve (12) participants (Task 4.4) for a total of up to \$57,600
4	Task 7.2: Final Report	<ul style="list-style-type: none"> • Final report on programmatic metrics, including TA participation, employer and community engagement, recruitment lists, participant demographic data, attendance lists, completion lists, case 			

		<p>management reports, subsidized wage distributions, and support service stipend distribution;</p> <ul style="list-style-type: none"> • Final report on impact metrics, including new job opportunities/placements, changes in job status, changes in wages, changes in titles, and obtained certifications/licenses; and • Summary of program highlights with a compilation of all prior case studies and at least one (1) new case study on a successful participant 			
	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	
[IF APPLICABLE: Grantee Cost Share Amount for Milestone]	[DELETE THESE 4 CELLS IF NO COST SHARE]
[IF APPLICABLE: Cost Share Source(s)]	<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