



Request for Proposals: Ocean Technology Opportunities
Roadmap OSW-2026-04

Date of Issue: July 28, 2026
Proposals Due: August 24, 2026 by 11:59pm

Total Funding Available: \$150,000

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

I. SUMMARY

Through this Request for Proposals (“RFP”) the Massachusetts Clean Energy Center (“MassCEC”) is seeking qualified consultants or professionals (“Technical Consultant” or “Applicant”) with experience in ocean science and technology commercialization, market analysis, and stakeholder engagement to serve as a technical consultant and project manager under MassCEC’s Ocean Innovation Network: Ocean Technology Opportunities Roadmap (the “Initiative”).

MassCEC’s Ocean Innovation Network (“OIN”) program launched in 2025 to strengthen the ecosystem resources available in Massachusetts supporting technology commercialization for ocean and coastal climate solutions. The program is designed in alignment with MassCEC’s [ClimateTech Economic Development Strategy & Implementation Plan](#), which outlines a framework of support for MassCEC to drive economic development and climate progress through targeted investments and programming. As work progresses on projects awarded under the 2025 OIN solicitation (OSW-2025-02), and MassCEC looks ahead to potential solicitations over the next 5 years, MassCEC seeks a Technical Consultant to conduct a sector mapping assessment that evaluates opportunities for– and positioning of– potential future investments and interventions through the OIN program.

The Technical Consultant will be responsible for:

1. Ongoing management and reporting;
2. Developing baseline sector mapping by identifying key stakeholders, industries of focus, supporting infrastructure, and relevant policy/regulatory measures in these sectors;
3. Conducting robust stakeholder engagement with relevant industry entities to understand market needs, opportunities and potential barriers; and
4. Developing a set of recommendations to identify near term (0-5 years) opportunities to accelerate the pace of commercialization and address challenges to scaling ocean climate tech businesses in MA.

MassCEC anticipates selecting one (1) Technical Consultant team under this RFP.

II. ABOUT MASSCEC

MassCEC is a quasi-public economic development agency of the Commonwealth of Massachusetts created by the state legislature. It is dedicated to accelerating the growth of the clean energy and climate tech sector across the Commonwealth to spur job creation, deliver statewide environmental benefits, increase affordability, and secure long-term economic opportunities for the people of Massachusetts. Since 2010, MassCEC has awarded \$990 million in programs and investments and attracted \$3 billion in private and public funds.

III. PROGRAM GOALS AND BACKGROUND

PROGRAM GOALS

The purpose of the OIN initiative is to identify high-leverage opportunities where strategic public investment and other interventions can strengthen Massachusetts' ocean technology ("OceanTech") ecosystem and deliver meaningful economic development benefits to Commonwealth businesses, residents, and ratepayers.

To achieve this goal, the Technical Consultant will conduct research, stakeholder interviews, and industry analysis to produce a narrative report that answers the following guiding questions:

1. What are the most significant trends in ocean technology globally, regionally, and locally? What technologies and industries are seeing the most active investment and market disruption?
2. What are the organizations and entities most active in supporting and advancing ocean technology development in Massachusetts? An inventory of key stakeholders should include government agencies, academic and research labs, startup companies, and established small, medium, and large companies.
3. What are the most pressing needs of Massachusetts-based industries, municipalities, and public priorities with regard to ocean climate technology?
4. How does the Massachusetts ecosystem supporting ocean technology commercialization compare to other national and international centers of excellence for OceanTech development?
5. In what technologies and solution spaces does the Massachusetts ocean technology ecosystem excel, and what important technologies or sectors are underserved? Are there specific sectors or types of technologies that Massachusetts is best positioned to capture notable market share?
6. Within this context, in what ways could MassCEC use interventions (i.e., funding and investments, convening and networking, and technical assistance) to further develop and grow an ocean technology cluster in the Commonwealth?

PROGRAM BACKGROUND

State Targets

In recognition of the environmental, social, and economic risks posed by climate change, Massachusetts has enacted laws and advanced policies which require greenhouse gas (GHG) emissions reduction over the next twenty-five years to get to at least net zero GHG emissions by 2050. The state's [Clean Energy and Climate Plan for 2050](#) highlights specific goals, strategies, policies, and actions to achieve net zero emissions in 2050 across specific sectors of the economy—such as power, buildings, transportation—and identifies cross-sector strategies such as expanding workforce development, supporting technology innovation, and ensuring a

just economic transition. The Commonwealth sees the opportunity inherent in the energy transition and has shared its vision to become a global leader in climatetech, building on over a decade of momentum, capitalizing on growth opportunities, and rising to meet the challenge posed by climate change.

It is estimated that about 34% of the emissions reductions needed to achieve global Net Zero 2050 goals will come from technology that is not yet commercialized. Massachusetts' innovation ecosystem can catalyze the maturing and scaling of technologies, which will play a crucial role in reducing its GHG emissions to meet statutory goals.

Climatetech Economic Development Strategy and Implementation Plan

In February 2025, MassCEC and the Executive Office of Economic Development released the *Massachusetts Climatetech [Economic Development Strategy & Implementation Plan](#)* (“Plan”). The Plan’s strategies and actions focus on increasing the state’s resources for climatetech firms across the stages of business maturity, emphasizing programs and efforts for prototype validation, piloting and launching, and scaling and growth. One of the core strategies of the Plan is to invest in shared infrastructure and equipment to build a testing and demonstration network, and to enhance and promote the Massachusetts climatetech ecosystem on a state, national, and global scale.

Ocean Innovation Network

The Ocean Innovation Network was developed through collaboration between the Offshore Energy and Emerging Climatetech teams. The goals of the OIN Program are to:

- Establish a cost-effective and reliable path to in-water testing and demonstration by creating a network of test facilities/sites that cover a range of representative ocean conditions;
- Invest in partner organizations to support their endeavors to provide the OceanTech Startup community with valuable assets, resources, and programming; and
- Continue to grow and attract OceanTech Startups to Massachusetts.

In May 2025, the Offshore Energy Program issued a competitive solicitation (OSW-2025-02), with the goal of providing funding for assets and initiatives that strengthen the route to commercialization for start-ups and early stage companies working in marine science and technology, and to promote and connect organizations and entities to grow existing clusters of ocean technology development.

MassCEC awarded [\\$11.3 Million across 7 organizations](#) under the OSW-2025-02 solicitation. The projects funded by this initial round of funding are currently underway, and bring online new and improved test sites for ocean technology, new spaces for ocean technology firms to build and grow their businesses, and programs and services that provide entrepreneur support in navigating supply chain connections, access to the sea, and business development.

Ocean Technology Focus Areas

OceanTech is a subset of a growing global focus on the ocean, marine, or “blue” economy and for the purposes of the OIN Program, includes the following primary subsectors¹:

- Ocean Renewable Energy (ORE): Technologies that convert ocean winds, waves, tides, currents, and temperature differences into electrical energy. Includes the primary components, sub-components and materials, and other construction and operational aspects of ORE facilities.
- Ocean Robotics: a broad subsector that includes Autonomous Underwater Vehicles, Autonomous/Unmanned Surface Vehicles, Remotely Operated Vehicles, and Hybrid Ocean Robots with associated technology needs for power efficiency, communications, on-board processing, and many others.
- Marine Sensors: electronic devices that can be attached to a fixed structure or to a buoy, boat, or ocean robot used to gather, process, and convey environmental, oceanographic, operational, and other data to users.
- Advanced Materials: New materials and technologies for use in the marine environment that are more sustainable and efficient, with broad application including ocean renewable energy facilities, vessels, marine construction, cable and scour protection, anchors and moorings, and many others.
- Data Processing/Mapping, Artificial Intelligence, and Machine Learning: Technologies that complete automated tasks using “human-like” learning and provide significant advancements in processing and comprehending images, numbers, and other variables. Broad application and uses across many ocean-based industries and economic sectors.
- ORE Power to “X”: Conversion technologies that turn ocean renewable electricity into carbon-neutral synthetic fuels or other forms of energy (represented by “X”), such as hydrogen, ammonia, synthetic natural gas, or liquid fuels that can be stored, with strong application for sectors that are hard to decarbonize.
- Carbon Capture: Technologies to capture and sequester carbon dioxide from seawater or finding ways to safely store carbon in the ocean, such as electrochemistry.
- Marine Organics: New biological ingredients and technologies with use cases for aquaculture, algae-based biotechnology, cell-based proteins and seaweed cultivation for pharmaceuticals, food, skincare and compostable resins.

¹ Adapted by MassCEC with references to (1) *Ocean Tech Market Analysis* (June 2024, prepared by Fourth Economy under commission by the Rhode Island Commerce Corporation for the Ocean Tech Hub of Southeastern New England), (2) *Ocean Renewable Energy Testing Facility Needs Assessment* (July 2024, prepared by DNV for MassCEC), (3) *Innovation on the Horizon: Cultivating Technology at the Ocean-Climate Nexus* (January 2025, JPMorgan), and (4) *Data Collection and AI in the Blue Economy: Innovation and Investment Opportunities* (April 2024, prepared by SeaAhead and New England Aquarium), among others.

Ocean Tech Hub

Over the next decade, America’s ocean economy is poised to grow by \$300 billion, supporting critical sectors like clean energy, climate mitigation, national security, aquaculture, and others. In 2023, the US Economic Development Agency designated the region of southeastern Massachusetts and Rhode Island as an official “Tech Hub”, the only one in the Nation specifically focused on ocean technology. Leveraging the region's existing assets and nation-leading expertise, the [Ocean Tech Hub](#) will provide access to world-class facilities and marine testing assets, and provide business growth support including technical assistance and access to capital. MassCEC is a member of the Ocean Tech Hub consortium. For the purposes of this Initiative, MassCEC’s involvement in the Ocean Tech Hub should be indicative of its recognition and support of the interconnected regional ecosystem for ocean technology that includes neighboring states.

Complementary Work Scopes

MassCEC’s Clean Transportation team is currently conducting a [similar sector mapping initiative with a focus on decarbonization of aviation and marine transportation](#). In order to minimize duplicative effort, decarbonization of marine transportation is not a primary concern for this Initiative. The Technical Consultant may include marine transportation in their analysis for completeness, particularly in analysis of large scale global trends, but it should not be the focus of granular analysis.

IV. ELIGIBILITY

Eligible Applicants include sole proprietors, professional consultants, nonprofits, institutions, or companies with multiple employees.

The successful Applicant to this RFP will demonstrate:

- 1) Experience with program management;
- 2) Technical knowledge of maritime sectors including offshore renewable energy, marine construction, and physical oceanography;
- 3) Demonstrated existing relationships with stakeholders in these sectors;
- 4) Experience with engagement and facilitation across a broad group of stakeholders; and
- 5) Ability to handle and analyze large quantities of quantitative and qualitative data and synthesize and present results effectively.

MassCEC strives to partner with organizations, companies, and entities that consciously work to create a fair and equitable work environment. MassCEC encourages such partners to have a policy to provide equal and fair treatment for all team members and ensure a workplace environment where all team members feel valued and have the opportunity to fully participate in creating organizational success.

V. ESTIMATED TIMELINE

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

Release of RFP	7/28/26
Proposals Due	8/24/26, by 11:59pm ET
Notification of Award	9/25/26

VI. SCOPE OF WORK

The Applicant should review and respond to all five (5) scopes of work described below. Applicants may propose alternatives and additions that would further the intent and goals of this Solicitation. The utility and value of alternative, revised, or additional scopes of work proposed by the Applicant should be clearly articulated in the associated Workplan Narrative.

Project Timeline:

The work plan proposed by the Applicant should be scoped to have early directional results by January 2027, with completion of all deliverables by the end of December 2027.

Scope 1: Management and Reporting

The Technical Consultant will be responsible for oversight of the Initiative and any communication between MassCEC, the Technical Consultant Team, and stakeholders. The Technical Consultant should identify one (1) lead point of contact for the Initiative. The Technical Consultant will be available for monthly status calls/meetings with MassCEC and will produce monthly status slide decks. Status updates to include:

- Key findings to date;
- Summary of stakeholder engagement and/or sector mapping progress, as applicable;
- Challenges/barriers identified in executing the Scopes of Work, and how those barriers were or will be addressed; and
- Identification of next steps and action items to be completed prior to the next monthly call.

Scope 2: Sector Mapping

The Technical Consultant will develop an ocean climate technology assessment, or “sector map”, to establish a baseline understanding of the technologies, industries, and stakeholders most relevant to the goals of the program. The sector map will include:

- **Key Technology Areas** – Identification of the technological areas pertinent to the ocean climate space that are experiencing the most rapid growth, and which are poised to make significant impact on priority industries and challenges in the short and medium term. The analysis of key technology areas will describe the stage of development, target industries, centers of development, and enabling technologies or resources for each technology. Technology areas are to be thought of as classes of technology, not specific to any one company or implementation.
- **Priority Industries and Challenges** – Identification of the industries and communities that the key technology areas stand to impact, with a particular focus on industries and communities in Massachusetts and New England. The analysis should identify both industries that are (or might become) important to the Massachusetts economy, as well as challenges that face Massachusetts state agencies, municipalities, companies, and residents which might be beneficially impacted by advancement and adoption of new technologies.
- **Key Stakeholders** – Identification of the state and local agencies, municipalities, research labs, educational programs, nonprofit organizations, investors, and small, medium, and large private businesses which are most active in ocean technology development in Massachusetts and the surrounding region. The analysis will identify who is working on ocean technology innovation, commercialization, and deployment in Massachusetts, what technologies they are focused on, what industries or challenges are most significant to their work, and what barriers limit their adoption and growth.

The baseline sector map will draw on existing research and industry reporting at the direction of the Technical Consultant. It is not within the scope of this Initiative to repeat useful market analysis work that has been conducted by other agencies in the ocean technology sector. In this regard, the baseline sector map will be a mix of desktop synthesis of existing research and reporting, as well as new analysis by the Technical Consultant. The initial work product prepared under this Scope will be provided as a stand-alone deliverable/milestone and then incorporated into the draft and final report (Task 5).

Scope 3: Stakeholder Engagement

The Technical Consultant will conduct outreach to the key stakeholders identified in the baseline sector map, using the engagements to refine the sector map, establish and deepen relationships with MassCEC, and identify gaps, challenges, and risks as well as associated opportunities and prospects to further develop an OceanTech cluster in the Commonwealth.

The Technical Consultant should propose methodology or methodologies that will enable them to engage important stakeholders in meaningful discovery conversations. The engagement

does not need to be uniform across all stakeholder profiles, and the workplan for this scope should describe the Technical Consultant's approach to different stakeholder types and different stages of the project.

As the stakeholders engaged through this scope of work are, by definition, relevant to the goals and work of MassCEC, the Technical Consultant should outline how MassCEC staff might participate in the stakeholder outreach for the purpose of establishing or deepening relationships. Engagement methodologies that would benefit from or require stakeholder anonymity or other distancing from MassCEC staff are acceptable, and the work plan for this scope of work should articulate which engagement strategies the Technical Consultant recommends for which stakeholder groups.

The workplan for this scope of work should include:

- What types of outreach will be used for which stakeholder groups
- What volume and cadence of outreach the Technical Consultant proposes to conduct during the project period
- How stakeholder input will be recorded, categorized, analyzed, and used to refine the Scope 2 Sector Map and Scope 4 Opportunity and Risk Assessment.

A draft workplan for stakeholder outreach will be provided to MassCEC for review and comment. Following review, discussion, and alignment with the Technical Consultant, a final stakeholder outreach will be submitted for MassCEC approval.

Using the final stakeholder outreach workplan, the Technical Consultant will conduct the outreach and interviews, synthesize and evaluate results, and develop a draft assessment of stakeholder views and needs.

The initial stakeholder assessment work product prepared under this Scope will be provided as a stand-alone deliverable/milestone and then incorporated into the draft and final report (Task 5).

Scope 4: Near and Medium-Term Risks and Opportunities

After developing the Sector Map and conducting Stakeholder Engagement, the Technical Consultant will synthesize their work in Scopes 2 and 3 to generate summaries, key findings, and recommendations for MassCEC relevant to advancing the OIN Program Goals. Identification of gaps, risks, prospects, and opportunities should focus on areas and potential interventions that are in the purview of MassCEC as a quasi-state agency, and should address MassCEC's dual mandates of economic development and climate impact. Recommendations should be mapped to near term (1-2 years) and longer term (3-5 years) timelines.

Scope 5: Narrative Report and Presentations

Based on the work and preliminary deliverables in Scopes 1-3, the Technical Consultant will develop a draft of an Ocean Innovation Network Market Opportunities Roadmap, a comprehensive report laying out the market needs and gaps, potential barriers and risks, and prospects and opportunities specific to MassCEC to accelerate the pace of commercialization and address challenges to scaling ocean climatetech businesses in MA.

A draft report will be provided to MassCEC for review and comment. Following review, discussion, and alignment with the Technical Consultant, a final report will be submitted to MassCEC.

Supporting the delivery of the final report, the Technical Consultant will provide one (1) internal MassCEC presentation, one (1) executive-level briefing, and up to three (3) external presentations for stakeholders, coordinated with MassCEC.

VII. HOW TO APPLY

Applicants will submit a proposal according to the requirements and guidance below .

Proposals should be:

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

As described below, Applicants must provide detailed information about their organizations, experience and capabilities, their proposed scope of work, estimated budget, and supporting information for related elements such as user access plans, user costs, marketing and outreach, and other pertinent information.

Application Required Documents

- Proposal (see requirements below)
- Signature Page (Attachment A)

The application must be sent as one document, preferably as a searchable PDF file.

Proposals must contain the following sections. For ease of review and comparison, please number Application sections in accordance with the sections outlined below. Do not exceed the specified page limits.

1. **Executive Summary (one (1) page):** Applicants or Applicant Teams should provide a summary of their organization, qualifications, and their proposed approach for working with MassCEC and with the range of entities participating in the applicable Scopes, including subcontractors.
2. **Statement of Qualifications (up to three (3) pages):** All responses must include a statement of qualifications, experience, and description of the Applicant, including:
 - a. A brief description of organization, including date founded, history, size, and location.
 - b. An explanation of why the Applicant is the best qualified to perform the work outlined under the Scope (section VI). Identify other organizational qualifications relevant to the proposed work. Include examples of relevant past work, particularly related to maritime sector experience in an MA context, technology commercialization, stakeholder engagement and facilitation, and data analysis.
 - c. A description of the team's ability to work with key stakeholders, such as, but not limited to, MassCEC, state agencies and policy makers, regulators, port owners and operators, academic and research institutions, technology providers, municipalities, and environmental advocacy organizations.
 - d. A description your organization's commitment to inclusive practices that promote fair access and equitable impact, both internally at your organization and in your external work. If available, please provide (as appendices) or link to any relevant materials (e.g. organization guidance documents, mission/vision statements, etc.). You may also include brief examples of initiatives, projects, or other work that demonstrate this commitment.
 - e. Identification of key individuals who will be involved in the Scopes of Work and related Tasks. Submit resumes (as appendices) of all key Applicant team members. Resumes should include education and experience that are relevant to the proposed work.
 - f. If applicable, list MassCEC and other state or federal contracts awarded to the Applicant and/or any subcontractors in the past five (5) years.
3. **Workplan Narrative (up to five (5) pages):** The Workplan Narrative describes work activities, deliverables and timeline associated with completing the Scopes of Work provided in Section VI. The Workplan Narrative shall describe each step or procedure required to accomplish each Task under the Scopes of Work, including who will perform it, how it will be performed and its intended result. The Workplan Narrative should identify the team member primarily responsible for each Scope and should include justification for any additional scopes or tasks proposed by the Applicant.
4. **Initiative Schedule (one (1) page):** All responses must include an estimated schedule, outlining the deployment of the Initiative over one (1) year, and lay out all milestones and deliverables and length or date of completion. Identify any seasonal constraints or specific requirements for work scheduling.
5. **Budget and Rate Sheet (up to two (2) pages):** Responses must include a detailed budget, including information on rates of all team members working on the Initiative. Where Applicants anticipate using outside expertise for a Task, the Applicant should include estimated rates. Budgets should be broken out by each Task and Subtask within

each Scope of Work. When justifying Scope and Task budgets, Applicants should clearly identify the metric and assumptions used to determine cost. Applicant should clearly list the amount of budget dedicated to each Scope of Work.

6. **References:** All responses must include references from at least three (3) clients of the Applicant, and preferably clients who have worked with the Applicant on matters related to the proposed technical services. These references must include a contact person, a full address, an email address, and a phone number. Current and former MassCEC staff may be included as supplementary references for previous work conducted on behalf of MassCEC, but do not count toward the three (3) reference requirements.
7. **Services Agreement (if necessary):** If Applicant has proposed edits to the Services Agreement (Attachment B), please include the redlined Agreement as a separate attachment.

Under no circumstances will MassCEC accept responses past the deadline.

Please disclose to MassCEC in your application any use of, or planned use of, generative AI either in responding to this RFP or in carrying out the scope of work required for the project or services, if awarded. MassCEC reserves the right to review submitted materials to determine whether generative AI was likely used, including using detection tools, linguistic analysis, or verification methods as appropriate. MassCEC further reserves the right to accept or reject any proposed uses of generative AI, or request supplemental non-AI generated materials from applicants, or cancel or rescind an award where generative AI has been used without MassCEC approval.

VIII. SELECTION CRITERIA

Criterion	Definition
Range of Services to be Provided 25%	1. Does the Applicant plan to provide services commensurate with those requested by MassCEC? 2. Does the Applicant demonstrate an understanding of the concepts and motivators underlying the Initiative? 3. Has the Applicant clearly outlined a proposed approach for working with MassCEC as well as relevant stakeholders? Does the Applicant have existing relationships in these sectors? 4. If the Applicant has suggested changes to the primary scopes (additions, alterations or deletions), are those changes clearly defined and aligned with the overall goals of the Initiative?

Qualifications 25%	1. What is the quality of the Applicant's performance on similar past consulting assignments or their achievements related to proposed work? 2. What is the Applicant's experience with program administration, marine technology commercialization, and data analysis? Is this experience relevant in a Massachusetts-specific context? 3. What is the Applicant's experience engaging with and building consensus across a broad range of stakeholders who have diverse goals and backgrounds? 4. Has the Applicant provided strong references and recommendations? 5. Does the Applicant demonstrate strong communication and interpersonal skills which would enable the Applicant to communicate Initiative goals, deadlines and expectations with the MassCEC team?
Initiative Workplan 25%	1. Is the proposed Workplan clear and specific regarding how Tasks will be carried out and by whom? 2. Is the proposed schedule both reasonable and realistic? 3. Does the proposed Workplan meet the objectives of the Scopes of Work outlined in Section VI? 4. Are any changes to the Scopes of Work adequately justified in the Workplan?
Overall Quality of Proposal 10%	1. Has the Applicant presented their qualifications clearly, completely, and in adherence to the proposal format? 2. Has the Applicant demonstrated sufficient time resources and flexibility to participate in the Initiative?
Value Demonstration 15%	1. Is the proposal cost-competitive? 2. Are the services reflected in the Applicant's quote commensurate with the proposed budget? 3. Does the range of services proposed align with the requirements of this RFP? 4. Comparison of range of services and budget to other Applicants' proposals.

IX. BUDGET

Applicants should propose workplans that can be realistically accomplished within a program budget not to exceed One-Hundred and Fifty Thousand dollars (\$150,000). While this figure represents the budget currently available for this assessment, applicants should be mindful of the value demonstration section of the Selection Criteria. Budgets should be structured as described in Section VII, Application Required Documents #5.

X. GENERAL REQUEST FOR PROPOSALS CONDITIONS

NOTICE OF PUBLIC DISCLOSURE

As a public entity, MassCEC is subject to Massachusetts' Public Records Law, codified at Chapter 66 of the Massachusetts General Laws. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Applicants shall not send MassCEC any confidential or sensitive information in response to this RFP. 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.

Please note: Consultant rate sheets will be considered a public record subject to disclosure.

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, modify award amount(s), or change the application guidelines, when it is in MassCEC's best interests. No individual other than the contacts identified in this RFP is authorized to provide information or respond to questions concerning this RFP.

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.

Applicant's response to this RFP shall be treated by MassCEC as an accurate statement of Applicant's capabilities and experience. If any statement contained in Applicant's response

proves to be inaccurate, such inaccuracy shall constitute sufficient cause for rejection of the response or termination of any resulting contract.

CONTRACT REQUIREMENTS

Upon MassCEC's authorization to proceed with the proposal, MassCEC and the awarded applicant(s) will execute a contract, substantially in the form of the template agreement attached hereto as Attachment B which will set forth the respective roles and responsibilities of the parties. The awarded applicant(s) will be expected to execute a contract within 120 days of notification of award. If the contract is not executed within 120 days of the award notification, MassCEC reserves the right to rescind the award.

ATTACHMENT A: AUTHORIZED APPLICANT’S SIGNATURE AND ACCEPTANCE FORM

Ocean Technology Sector Mapping (the “RFP”)

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

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

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

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

Applicant: _____

(Printed Name of Applicant)

By: _____

(Signature of Applicant or Authorized Representative)

Title: _____

Date: _____

ATTACHMENT B: SAMPLE AGREEMENT

AGREEMENT FOR SERVICES

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

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

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

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

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

1. **Scope of Services:** Contractor shall carry out all services reasonably contemplated by this Agreement and described in Exhibit 1 attached hereto, which is incorporated by reference. From time to time, the Parties may agree to additional or modified scopes of services, schedules, or deliverables (each, an “Additional Scope”), provided that any such Additional Scope is set forth in a written amendment to this Agreement executed by authorized representatives of both Parties. This Agreement shall apply to all services in Exhibit 1 or any Additional Scopes (collectively, the “Services”) provided by Contractor to MassCEC during the Term, as defined below. Contractor shall perform the Services in accordance with the schedule in Exhibit 1 (the “Schedule”) or, with respect to any Additional Scope, in accordance with the schedule set forth in the applicable written amendment (for example Exhibit 1-A, Exhibit 1-B, etc.).
2. **Deliverables:** Contractor shall provide all deliverables described in Exhibit 1 or any Additional Scope (collectively, the “Deliverables”).
3. **Payment:**
 - a. **FIXED FEE:** MassCEC shall pay Contractor an aggregate amount of up to \$[fill in AMOUNT] (the “Fee Amount”) to perform the Services. The Fee Amount shall be the sole and complete compensation for the Services performed by Contractor under this Agreement.] **HOURLY FEE:** MassCEC shall pay Contractor at the hourly rate of \$[fill in AMOUNT] per [fill in

AMOUNT OF TIME] to perform the Services. Such payments shall not exceed \$[**fill in AMOUNT**] in total (the "Fee Amount"). The Fee Amount shall be the sole and complete compensation for Services performed by Contractor under this Agreement.

Contractor shall email AP@masscec.com to enroll in MassCEC's Automated Clearinghouse ("ACH") system to receive payment. Contractor shall include the contract ID GG-XXXX-XXXX on all invoice documentation provided to MassCEC. Any changes to Contractor's ACH information must be submitted to AP@masscec.com within thirty (30) days of such change.

- b. Contractor shall submit to MassCEC reasonably detailed invoices [**each quarter/each month**] describing the Services rendered during the invoice period, and such invoices shall become payable within forty-five (45) days of receipt by MassCEC. Invoices shall provide reasonable documentation of evidence of costs incurred including, but not limited to:
 - i. [**IF APPLICABLE**] Staff Charges: staff charges for each employee, the employee's name, title, number of hours worked, and hourly rate; and
 - ii. [**IF APPLICABLE**] Direct Materials/Other Direct Costs: all direct materials and other direct costs, itemized.

Contractor shall promptly provide MassCEC with any additional documentation or information upon MassCEC's reasonable request. Contractor shall submit invoices by email to MassCEC's Project Managers listed herein and copy AP@masscec.com.

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

Each Party shall retain all right, title, and interest in and to any intellectual property, materials, tools, data, software, knowhow, or other assets that were conceived, developed, or acquired by such Party prior to the commencement of Services under this Agreement or independently of the performance of the Services ("PreExisting IP"). Nothing in this Agreement shall be construed as transferring or assigning either Party's PreExisting IP, except to the extent expressly agreed in writing by authorized representatives of both Parties.

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

6. **Contractor's Representations, Warranties, and Certifications:** As of the Effective Date of this Agreement, Contractor hereby represents and warrants as follows:
- a. Contractor is duly authorized to enter into this Agreement.
 - b. Contractor and all personnel to be employed or engaged by Contractor under this Agreement ("Project Personnel") are fully capable and qualified to perform the Services and Contractor's other obligations under this Agreement, and have obtained all requisite licenses and permits to perform any and all of the Services.
 - c. Contractor and its Project Personnel are familiar with, and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders, or requirements of the Commonwealth and other governmental authorities applicable to or implicated by the subject matter of this Agreement.
 - d. Contractor agrees to comply with all applicable federal and state and local statutes, rules, regulations, and permitting requirements, including, but not limited to, all laws promoting fair employment practices or prohibiting employment discrimination and unfair labor practices, and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, or for exercising any rights afforded by law.
 - e. Contractor represents and warrants that all of Contractor's Project Personnel are eligible to work in the United States at the time of execution of this Agreement and that Contractor shall comply with its continuing obligation to ensure such status for the Term.
 - f. Contractor agrees and acknowledges that MassCEC is relying upon Contractor to provide the Services in a competent, complete, and professional manner, and, accordingly, Contractor

performance under this Agreement shall be conducted with due diligence and with the reasonable care and skill ordinarily exercised by professionals in the same field.

- g. Unless Contractor is a municipality or political subdivision of the Commonwealth of Massachusetts, Contractor is registered and in good standing with the Secretary of the Commonwealth of Massachusetts's Office for the duration of the Term.
7. **Independent Status:** Contractor and its employees are independent contractors of MassCEC, and not employees, partners, or joint-venturers of MassCEC. Contractor will be solely responsible for withholding and paying all applicable payroll taxes of any nature and imposed by any authority, including social security and other social welfare taxes or contributions that may be due on amounts paid to its employees. Contractor has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System, and with all laws of the Commonwealth relating to worker's compensation, codified at M.G.L. c. 152.
8. **Insurance:** Contractor certifies that appropriate insurance coverage for all activities under this Agreement has been obtained and shall be maintained in effect through the Term of this Agreement. CONTRACTOR ACKNOWLEDGES THE SUFFICIENCY OF THE TYPES AND AMOUNTS OF INSURANCE COVERAGE MAINTAINED AND THE APPROPRIATENESS OF THOSE COVERAGES FOR THE DURATION OF THE TERM. At MassCEC's request, Contractor will provide MassCEC with copies of the certificates of insurance evidencing such coverage. The insurance requirements for the Project and pursuant to this Agreement are solely Contractor's responsibility and shall not relieve Contractor of any responsibility to MassCEC.
9. **Project Managers:**
 - a. MassCEC and Contractor have designated the following persons to serve as Project Managers to support effective communication between MassCEC and Contractor and to report on the Project's progress (the "Project Managers").

For Contractor:

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

For MassCEC:

[First Name Last Name], [Title] ([phone number] / [email]@masscec.com)
 - b. Contractor shall obtain prior written approval (email acceptable) from MassCEC to make any change to its Project Managers.
10. **Notice:** Any notice hereunder shall be in writing and shall be sent either by (i) email or other electronic transmission, (ii) courier, or (iii) first class mail, postage prepaid, addressed to the Project Manager(s) listed herein at the address indicated in the preamble of this Agreement (or to such

other address as a Party may provide by notice to the Party pursuant to this Section), and shall be effective (x) at dispatch, if sent by email or other electronic transmission, (y) if sent by courier, upon receipt as recorded by courier, (z) if sent by first class mail, five (5) days after its date of posting.

11. Termination:

- a. This Agreement may be terminated by either MassCEC or Contractor at any time for a material breach of any term of the Agreement.
- b. MassCEC may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate MassCEC action inconsistent with performing its obligations under this Agreement.
- c. In the event of such termination, compensation shall be paid by MassCEC to Contractor for the actual costs of allowable expenses incurred for work performed and the reasonable and necessary actual direct costs incurred in the performance of the work pursuant to this Agreement prior to the effective date of the termination.
- d. Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections the following sections shall survive and remain in effect after the termination or expiration of this Agreement: 5 (Access and Use), 6 (Contractor's Reps, Warranties, and Certifications), 7 (Independent Status), 8 (Insurance), 10 (Notice), 11(Termination), 14 (Audit), 15 (Indemnification), 16 (Confidentiality), 17 (Public Records and CTHRU) , 19 (Choice of Law), 21 (Severability), 22 (Amendments and Waivers), and any other provision of this Agreement which by its nature would be intended to survive the Agreement's termination or expiration.

12. Assignment and Subcontracting: MassCEC may assign its rights and obligations under this Agreement to any person who succeeds to all or any portion of MassCEC's business, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in, or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the prior written consent of MassCEC, nor shall Contractor subcontract any services to anyone without the prior written consent of MassCEC. Any subcontract entered into by Contractor pursuant to this section shall not relieve Contractor from any of its obligations pursuant to this Agreement, any act or omission by a subcontractor of Contractor shall be deemed an act or omission by Contractor, and Contractor shall be responsible for each of its subcontractors complying with all obligations of Contractor pursuant to this Agreement.

13. Conflicts of Interest: Contractor acknowledges the application of the Commonwealth's Conflict of Interest Law, codified at M.G.L. c. 268A to the subject matter of this Agreement and that Contractor's Project Personnel, and Contractor's subcontractor's personnel, if any, may be considered "special state employees" and thus may be subject to the provisions of such law.

Contractor represents and warrants that it is, and agrees that, for the duration of the Term of this Agreement, it and its subcontractors, if any, shall remain in full compliance with the Commonwealth's Conflict of Interest Law.

14. **Audit:** Contractor shall maintain books, records, and other compilations of data pertaining to its activities pursuant to this Agreement to the extent and in such detail as to properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under the Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit, or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not expressly permitted under this Agreement, Contractor shall refund to MassCEC the amount determined by such audit within thirty (30) days of Contractor's receipt of such audit and demand.

15. Indemnification:

- a. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors, and employees (together with the Commonwealth and MassCEC, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees), judgments and awards related to third party claims (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from: (i) any breach of this Agreement or false representation of Contractor, its officers, directors employees, agents, subcontractors, or assigns under this Agreement; (ii) any negligent acts or omissions or reckless misconduct of Contractor, its officers, directors, employees, agents, subcontractors, or assigns; or (iii) the failure to comply with the provisions of applicable law by Contractor or any of its agents, officers, directors, employees, subcontractors, or assigns.
- b. In no event shall either Party be liable for any indirect, incidental, special, or consequential damages whatsoever (including, but not limited to, lost profits or interruption of business) arising out of or related to Contractor's, its officers', directors', employees', agents', subcontractors', or assigns' performance of Services under this Agreement, even if advised of the possibility of such damages.

16. Confidentiality:

- a. Contractor shall protect the security and confidentiality of all data and materials used or obtained in performing the Services, consistent with reasonable business practices, applicable law, and this Agreement, including all requirements of M.G.L. c. 66A, as each may evolve or change.
- b. In performing the Services, Contractor may receive or have access to MassCEC's confidential or proprietary information, including information of MassCEC's employees, customers, vendors, and other third parties ("Confidential Information"). Contractor shall not use, reproduce, or disclose any Confidential Information except as necessary to perform the Services or as expressly authorized in writing by MassCEC, provided however, that Contractor may disclose Confidential Information as required by law, subpoena, or court order provided further that Contractor gives MassCEC prompt prior written notice of such request for disclosure when legally permitted. These obligations apply during and after the Term of this Agreement. Confidential Information does not include information that (i) is publicly available without breach of this Agreement; or (ii) becomes publicly available through no act or omission of Contractor.
- c. At no time shall Contractor use Confidential Information for Contractor's direct or indirect benefit or the benefit of any other person or entity, outside of the scope of this Agreement. Confidential Information and any related materials shall remain the sole and exclusive property of MassCEC at all times. Contractor shall return or securely destroy all Confidential Information upon termination of this Agreement, provided that Contractor may keep one archival copy of Confidential Information if required for legal or audit purposes so long as Contractor continues to apply all of the protections under this Agreement to such Confidential Information. Contractor shall coordinate with MassCEC before making any public statement, media communication, or external disclosure relating to the Services or any data collected under this Agreement. Contractor shall ensure that its personnel and subcontractors comply with this Section and shall promptly notify MassCEC of any request for, unauthorized access to, or unauthorized use of, Confidential Information.
- d. Notwithstanding the foregoing, Contractor is hereby notified that in accordance with the Defend Trade Secrets Act of 2016 (18 U.S.C. Sec. 1833(b)), as amended, Contractor will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

17. **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 (the "Public Records Law"). Contractor acknowledges and agrees that any documentary material, data, or other information submitted to MassCEC are presumed to be public records subject to disclosure. An exemption to the Public Records Law may apply to certain records, including the limited exemption set forth in General Laws Chapter 23J,

Section 2(k) regarding certain types of confidential information submitted to MassCEC by an applicant for any form of assistance. Contractor shall be solely responsible for informing MassCEC in advance of any information it plans to submit to MassCEC that it considers exempt from the Public Records Law. Notwithstanding the foregoing, Contractor acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any document, material, data, or other information is exempt from or subject to public disclosure. Contractor shall not send MassCEC any confidential or sensitive information that may be subject to public disclosure.

Contractor agrees and acknowledges that MassCEC shall have the right to disclose the name and address of Contractor, 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.

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

19. **Choice of Law:**

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

20. **Independent Status:** Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, partner, joint venturer, or principal and agent between MassCEC and Contractor, its officers, directors, employees, agents, or assigns.
21. **Counterparts:** This Agreement may be executed in two (2) or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
22. **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.
23. **Amendments and Waivers:** MassCEC may amend this Agreement (without any action by Contractor) to the extent such amendment is necessary to reflect changes in law, regulation, or public policy that apply to MassCEC or the Services. MassCEC shall promptly deliver any such amendment to Contractor in the manner provided in the Notice provision hereof. 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 either Party 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.
24. **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. If 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.
25. **Binding Effect, Entire Agreement:** This Agreement shall be binding on the Parties and their respective successors and permitted assigns and shall inure to the benefit of the Parties and their

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

- a. [Exhibit 1:]

[Rest of Page Intentionally Blank]

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

Massachusetts Clean Energy Technology Center

By: _____

Name: _____

Title: _____

Date: _____

[Contractor Name]

By: _____

Name: _____

Title: _____

Date: _____

Federal Tax ID No.: _____