



Massachusetts Clean Energy Center

Request for Proposals:
AmplifyMass Program
RFP FY2026 AmplifyMass

Date of Issue: July 1, 2025

Proposals accepted on a rolling basis until the earlier of:

- 1) funding is exhausted; or
- 2) June 30, 2026

Last Updated: August 22, 2025 (all updates in red.)

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

I. GOALS OF RFP AND PROGRAM DETAILS

This Request for Proposals (the “RFP”) is being issued by the Massachusetts Clean Energy Technology Center (“MassCEC”) in order to seek applications to MassCEC’s AmplifyMass Program (the “Program” or “AmplifyMass”) to demonstrate clean energy and climate technologies being researched, developed, or tested in the Commonwealth of Massachusetts (the “Commonwealth”).

AmplifyMass awards only “Clean Energy Technologies” or “Climatetech”

For the purposes of this RFP, the term “Climatetech” shall mean:

- “...advanced and applied technologies that significantly reduce or eliminate the use of energy from non-renewable sources including, but not limited to: (i) energy efficiency; (ii) demand response; (iii) energy conservation; or (iv) technologies powered, in whole or in part, by the sun, wind, water, geothermal energy, including networked geothermal and deep geothermal energy, hydrogen produced by non-fossil fuel sources and methods, alcohol, fuel cells, fusion energy, nuclear fission or any other renewable, nondepletable or recyclable fuel...”
- ...advanced and applied research in new clean energy technologies including: (i) solar photovoltaic; (ii) solar thermal; (iii) wind power; (iv) geothermal energy, including networked geothermal and deep geothermal energy; (v) wave and tidal energy; (vi) advanced hydropower; (vii) energy transmission and distribution; (viii) energy storage; (ix) renewable biofuels, including ethanol, biodiesel and advanced biofuels; (x) renewable, biodegradable chemicals; (xi) advanced thermal-to-energy conversion; (xii) fusion energy; (xiii) hydrogen produced by non-fossil fuel sources and methods; (xiv) carbon capture and sequestration; (xv) energy monitoring; (xvi) green building materials; (xvii) energy efficiency; (xviii) energy-efficient lighting; (xix) gasification and conversion of gas to liquid fuels; (xx) industrial energy efficiency; (xxi) demand-side management; and (xxii) fuel cells; and (xxiv) nuclear fission; provided, however, that "clean energy research" shall not include advanced and applied research in coal, oil, natural gas...
- ...and any other advanced and applied technologies that contribute to the decarbonization of the economy, reduce and mitigate greenhouse gas emissions or mitigate the impact of climate change through adaptation, resiliency, and environmental sustainability”
- (See M.G.L. c. 23J § 1 as amended pursuant [Chapter 179 of the Acts of 2022 “An Act Driving Clean Energy and Offshore Wind”](#) and as further amendment pursuant “[An Act Relative to Strengthening Massachusetts’ Economic Leadership](#)” and “[An Act Promoting a Clean Energy Grid, Advancing Equity and Protecting Ratepayers](#)”)
- Please note that technologies related to coal, oil, woody biomass, natural gas (except where used in fuel cells) not be considered Climatetech for purposes of this RFP.

For the purposes of this RFP, the following are defined here and will be used going forward:

1. Lead Applicant (“Lead Applicant”) must be any of the following and additionally meet the eligibility criteria set forth in the RFP:
 - a Massachusetts-based¹ startup company that is developing proprietary Climatetech to be researched, tested, or demonstrated and must meet the definition of a small business, as outlined by the United States Small Business Administration’s (“Table of Small Business Size Standards”), or
 - a Massachusetts-based nonprofit research or academic institution/university with a lead principal investigator (“PI”) that is developing proprietary Climatetech, or
 - a Massachusetts-based startup company that is developing proprietary Climatetech to be researched, tested, or demonstrated working as a subcontractor under a prime award to a different entity, as long as the Lead Applicant is still developing its own proprietary Climatetech to be commercialized. The relationship and funding streams must be clear in the application to AmplifyMass.
2. Prime Award (“Prime Award” or “Prime”): the primary, non-MassCEC funding opportunity to which an eligible Lead Applicant applies. The Prime Award results in an agreement made directly between the sponsoring agency (the grantor) and the main recipient organization (the grantee or prime recipient), under which the grantee is responsible for managing the entire project, including meeting cost-sharing requirements and overseeing any subrecipients.
 - a. Federal Award (“Federal Award” or “Federal Prime”): includes funding from a US-based federal funding source.
 - b. Non-Federal Award (“Non-Federal Award” or “Non-Federal Prime”): includes funding from non-federal funding sources. This includes from other non-MA state agencies, private foundations, or nonprofits.
3. Cost Share Support (“Cost Share”): grant funding that a Lead Applicant is seeking from MassCEC that is required by the Prime Award. In other words, the Prime Award is contingent upon the Lead Applicant contributing a specified amount of funding. For cost-share support, AmplifyMass awards are typically a fraction of the required cost-share and the total project cost. For cost-share support, applications must be submitted before the primary funding is contracted.
4. Adder Funding Support (“Adder Funding” or “Adder”): grant funding that a Lead Applicant is seeking from MassCEC that is not required by the Prime Award but would be used to expand or enhance the MA impacts or clean energy or climatetech project

¹ “Massachusetts-based Company” is a company that currently has and will maintain throughout the course of the Project a majority of the following in Massachusetts (i.e., if four (4) apply, then three (3) must be in Massachusetts, and if three (3) apply, at least two (2) must be based in Massachusetts): company headquarters (primary executives located in Massachusetts); primary research and development operations; primary manufacturing operations; and primary sales & marketing office.

scope funded by the Prime. In assessing requests for adder funding, MassCEC places special consideration on what the project will be able to accomplish with the Adder Funding that it wouldn't be able to otherwise. Adder Funding scope and budget items should clearly and directly expand or enhance additional clean energy or climatetech project outcomes and be linked to project work (I.E., not used for overhead.). Under Adder requests, the Prime Award shall be active at the time of applying to MassCEC and remain active for a period of at least six (6) months after applying.

5. Academic support for translational academic projects ("Academic spark" or "Spark"): grant funding requested by academic-only Lead Applicants that does not exceed \$100,000, is not directly tied to a Prime Award, and will substantially derisk a climate-critical innovation for Massachusetts.
6. Leveraged Funds Factor ("Leveraged Funds" or "LFF"): Leveraged funds are defined as the total project budget less the award amount sought from MassCEC. The Leveraged Funds Factor (LFF) is the value of the leveraged funds divided by the value of the grant request. Please see Section III. Eligibility for additional details on the LFF requirements.
 - a. Massachusetts Leveraged Funds Factor ("MA Leveraged Funds" or "MLFF"): MA Leveraged funds are defined as the total project budget to be spent in Massachusetts less the award amount sought from MassCEC. The MA Leveraged Funds Factor (LFF) is the value of the MA leveraged funds divided by the value of the grant request. Please see Section III. Eligibility for additional details on the LFF requirements.
7. Grantee ("Grantee"): Lead Applicant that is ultimately awarded an AmplifyMass grant.

AMPLIFYMASS PROGRAM SUMMARY

AmplifyMass provides funding of up to \$300,000 for Lead Applicant projects pursuing Cost Share or Adders for a federal/Non-Federal Prime Award as well as funding of up to \$100,000 for Academic Spark projects that are not tied directly to a Prime.

While AmplifyMass funding may be used to support development of any technology or proposed business model that meets MassCEC's definition of "Climatetech" (as defined in Section I), particular emphasis will be placed on identifying projects in one or more the following areas:

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

5. **Buildings** – improving energy and heating efficiency, transitioning to renewable sources, and implementing sustainable construction practices/materials
6. **Resilience and Adaptation** – implementing climate-smart planning, strengthening infrastructure, and promoting nature-based solutions to reduce vulnerability to climate change

Successful applicants will propose projects that address important climate and energy challenges and help to grow the Commonwealth’s clean energy and climatetech economy.

This Program invites participation in a rolling application process:

1. Lead Applicants must first submit an application that consists of a completed AmplifyMass Application Form (Attachment 1) and required documentation (the “Application”) that meets the criteria outlined in Section V.
2. Each Application is reviewed externally and internally, and funding decisions are made on a rolling basis until the fiscal year budget is spent.

II. ABOUT MASSCEC

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

MassCEC’s mission is to accelerate the clean energy and climate solution innovation that is critical to meeting the Commonwealth’s climate goals, advancing Massachusetts’ position as an international climate leader while growing the state’s clean energy and climatetech economy. MassCEC is committed to creating a diverse, equitable, and inclusive organization where everyone is welcomed, supported, respected, and valued. We are committed to incorporating principles of diversity, equity, inclusion, and environmental justice in all aspects of our work in order to promote the equitable distribution of the health and economic benefits of clean energy and support a diverse and inclusive clean energy and climatetech industry. MassCEC strives to lead and innovate in equitable clean energy and climate solutions.

III. ELIGIBILITY

APPLICANT ELIGIBILITY

Applicant Eligibility

The Lead Applicant (in addition to the definition section above):

- Shall contract directly with MassCEC, receive the grant funds (if awarded), and be

responsible for deliverables under the grant agreement.

- Must be the technology developer, or the entity that is developing the core/proprietary technology and pursuing its commercialization.
- Lead Applicant startup companies who will be the best fit will be those who have raised at least \$1M but no more than \$10M and have between 5-30 employees.²

PROJECT ELIGIBILITY

Project Eligibility

The Lead Applicant must be proposing one of the following types of funding applications/projects:

- Cost share to a current Federal/Non-Federal Prime Award application which has not yet been contracted with the Prime Award
- Adder to a current Prime Award which may or may not be already contracted with the Prime Award
- Academic Spark not directly tied to a Prime Award, if the Lead Applicant is a Massachusetts-based nonprofit research or academic institution/university
- The proposed Climatetech to be researched, developed, or deployed must be least a TRL 2 but not greater than TRL 8+³
- The AmplifyMass funding request is not larger than the Prime Award funding.
- The AmplifyMass funding request meets the following Leveraged Funds criteria:

Grant Request	Minimum LFF
no prime	N/A
up to \$199,999	1
\$200,000 – \$299,999	2

Leveraged Funds

- To further clarify the Leveraged Funds criteria, the Leveraged Funds are calculated by subtracting the requested AmplifyMass funding from the total project budget. The total project budget is the sum of the prime award funding plus other sources of funding plus the AmplifyMass funding request.
- The Leveraged Funds Factor is calculated by dividing the Leveraged Funds dollar amount by the AmplifyMass MassCEC funding request dollar amount.

² This is for “best fit”, however, applicants that fall outside of this range are still encouraged to apply and describe their need for this program in their proposal.

³ . Please [use this calculator](#) and [this document](#) to conduct a TRL self-assessment and confirm program fit. A technology that has achieved at least TRL 9 will not be considered eligible. Such technologies may be eligible for MassCEC’s [CriticalMass program](#).

Leveraged Funds = Total Project Budget (prime funding + other funding + AmplifyMass Request) – AmplifyMass Request

Leveraged Funds Factor = $\frac{\text{Leveraged Funds}}{\text{AmplifyMass Request}}$

- For MA Leveraged Funds, the formula focuses on the project dollars being spent inside Massachusetts and is calculated by subtracting the requested AmplifyMass funding from the total project budget spent inside MA. The total project budget spent inside MA should include all sources of funding that will be spent inside MA, including the AmplifyMass request dedicated to MA-based project work, prime award funding dedicated to MA-based project work, and other sources of funding dedicated to MA-based project work.
- The MA Leveraged Funds Factor is calculated by dividing the MA Leveraged Funds dollar amount by the AmplifyMass funding request dollar amount.

MA Leveraged Funds = Total Project Budget to be spent in MA (prime funding + other funding + AmplifyMass Request) – AmplifyMass Request

MA Leveraged Funds Factor = $\frac{\text{MA Leveraged Funds}}{\text{AmplifyMass Request}}$

Applicants may not submit AmplifyMass Program applications for the same idea or concept more than three (3) times, unless there has been a substantial change in the technology or market which advances the case for an award. Applicants are encouraged to ask for what they need with the expectation that the proposal may not receive the full amount requested, based on availability of MassCEC funds. MassCEC has internal guidelines for funding based on project parameters, including Leveraged Funds, which are used to determine the amount of funding a project may be awarded.

Additionally, please note that although Lead Applicants are encouraged to apply to multiple MassCEC grant award programs over their technology development lifecycle, MassCEC programs are designed such that each grant award program generally serves a company at a different stage of technology development. Lead Applicants should reach out to MassCEC staff prior to applying if they are unsure of which program is the best fit.

Lead Applicants may not submit projects for technologies that are not proprietary to the Applicant. In addition, technologies that are widely deployed or commercially available in other markets (including international markets) will not be considered eligible for funding, unless there is a substantial difference in the Massachusetts market which would require unique testing, validation, or changes to the technology in order to demonstrate the product's commercial viability in the Commonwealth.

IV. TIMELINE

Applications will be accepted on a rolling basis while the Program remains open. MassCEC will post a notice on the Program webpage giving at least thirty (30) days' notice should MassCEC anticipate closing the program. MassCEC anticipates selecting awardees on a regular basis.

Applicants can expect the following **approximate** schedule, subject to adjustment at MassCEC's discretion:

Process Step	
Submit application	-----
Applications undergo technical and programmatic review	Within eight (8) weeks of application submission
Final award decisions made	Approximately six (6) months from application submission
Contracting concludes/projects begin	Approximately four (4) months from award notification

Please note: If awarded an AmplifyMass award, the Grantee will be disclosed to the public. MassCEC staff oversee the awards process and approve the final recommendations from the external reviewers. MassCEC determinations are final and not subject to discussion. **In addition, MassCEC reserves the right to reject an applicant if the applicant violates any criteria in the application guidelines or does not provide sufficient information in the proposal.**

V. HOW TO APPLY

The Lead Applicant will submit the Application materials prepared by the Applicant Team.

It is the sole responsibility of the Lead Applicant to ensure that the Application is complete and properly submitted. At its discretion, MassCEC may request supplemental materials from the Lead Applicant and such materials must be submitted within a timely, communicated manner or the Application may be rejected without further review.

APPLICATION DOCUMENTS

All of the following required documents must be completed and included in the Application submission to MassCEC:

- AmplifyMass Application Form (Attachment 1, must not exceed 10 pages)
- **Proposed Scope of Work Template (“SOW”)** (Attachment 2, must not exceed 2 pages)
- AmplifyMass Budget Template (Attachment 3)
- Lead Applicant’s Authorized Signature and Acceptance Form (Attachment 4)
- [Completed TRL Calculator](#)
- Lead Applicant’s Team resumes and bio’s
- **For all Cost Share and Adder projects:**
 - A Copy of the project proposal submitted to the Prime Award with confidential information redacted.
 - If applicable, feedback from Prime Award agency.
 - If applicable, Lead Applicant responses to Prime Award review process
 - If applicable, Statement of Project Objectives or other scope documents associated with Prime Award.

APPLICATION SUBMISSION PROCESS

The completed Application and all other required document materials (including the project budget) must be submitted to amplifymass@masscec.com in a single email with:

- 1 PDF of the AmplifyMass Application form, SOW, and signature form (Attachment 1, 2, 4 - Must not exceed 13 pages)
- 1 Excel file of the AmplifyMass budget template (Attachment 3)
- 1 combined PDF for the remaining materials listed above (TRL calculator, bios, Prime Award materials, etc.)

Interested parties must submit their application documents to amplifymass@masscec.com with the subject line “AmplifyMass Application – [Company Name or Research Institution (PI Last Name)]”

LETTERS OF CONSIDERATION

For Cost Share and Adder Projects:

Lead Applicants may apply for a Letter of Consideration to bolster their Prime Award applications. This is not a commitment, but rather a letter stating eligibility for AmplifyMass program funding. Upon confirming eligibility of the application, MassCEC may issue a Letter of Consideration indicating that MassCEC has received the application to our program and that it will be considered for review according to our process.

This letter can be submitted as part of the Applicant’s full application to the Prime Award of interest.

To receive a Letter of Consideration, Applicants must submit all of the required AmplifyMass application documents referenced above.

*Requests for a Letter of Consideration must be submitted with **two weeks' notice**.*

OPTIONAL DOCUMENTS

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

- MassCEC is interested in understanding the composition of its applicant and awardee pool in the AmplifyMass Program. Applicants who choose to complete the SDO self-assessment tool are encouraged to provide a screenshot or printout of the results page with their application packages to support MassCEC's effort to collect data regarding the applicant and awardee pool for the AmplifyMass Program. While this is not currently a Program requirement, applicant submission of the SDO questionnaire will help MassCEC better understand the composition of our applicant base today and may influence the selection of projects in the future.
- While MassCEC encourages its Program Applicants to pursue certification if eligible, MassCEC recognizes that venture-backed startups may be ineligible for certification. Because MassCEC is interested in the results of the self-assessment tool primarily for informational purposes, MassCEC requests that Applicants respond to the questions in the tool based only on full-time employees with equity stakes, rather than considering the equity owned by investors.

Do not disclose any proprietary information in your proposal. Applicants will receive a reply e-mail as confirmation for receipt of a completed proposal.

MassCEC reserves the right to disqualify any submission at its sole discretion. To view a complete list of MassCEC funding programs, please visit <https://www.masscec.com/funding>

VI. SELECTION CRITERIA

Successful applicants will demonstrate that:

- Technology featured in the proposed project has strong commercialization potential and this project will further advance the technology's commercialization.
- Proposed project will advance the technology's commercial readiness.
- Proposed project will enable the Lead Applicant to exhibit the potential of its value proposition to a variety of stakeholder groups including prospective customers and investors.

- Proposed project addresses a critical energy, or climate change-related challenge, and reduces or prevents greenhouse gas (GHG) emissions and/or these climate change related challenges, all while delivering cost benefits and ratepayer savings to Massachusetts customers.
- The proposed project is viable and feasible within the proposed budget and the timeframe allowed by the Program.

EVALUATION CRITERIA

The reviewers will be asked to consider the following while reviewing applications:

Criteria	Description
Technical merit and innovativeness	The proposed technology is at the TRL 2-8 stage, and this is justified by appropriate validation. The product is innovative and has verified indications that it will work. The basic operation of the climatetech is proven in principle (not basic research). The technology is novel and disruptive. Applicants are strongly encouraged to include performance data, simulation data, etc. to prove technical merit.
Commercialization potential	The market is large and/or experiencing strong, sustainable growth with rapid adoption of technologies. The value proposition is logical, well-defined, and has clear barriers to entry. A strong customer base with ongoing revenue likely. A strong impact on market.
Climate & clean energy impact and project benefits	If successful, the climatetech demonstrates the potential for a transformational clean energy and climate impact, with significant improvement over current state-of-the-art. The technology could mitigate a substantial amount of GHG emissions (tens of millions of tons annually) and/or significantly lessen the impact climate change will have at a minimum, at a regional (Massachusetts/New England) scale, through adaptation, resiliency, and environmental sustainability. The project offers economic development benefits (i.e., jobs, long-term infrastructure, etc.) to the Commonwealth – this might include the Lead Applicant growing in the Commonwealth and/or the proposed technology having significant impact on the Commonwealth (such as delivering cost benefits and ratepayer savings to Massachusetts customers)

Scope of Work and Viability	The project workplan and budget are suitable to achieve well-defined and commercially significant milestones. The Scope of Work is achievable within the proposed timeframe and includes how resources will be mobilized to accomplish each milestone. The Scope of Work will include how grant funds will be allocated within the proposed project budget. A compelling plan will advance the climate technology development and include details on the commercialization strategy. At completion of the project, Grantee is very likely to attract follow-on funding.
Value case for MassCEC funding support	Proposals with higher Leveraged Funds Factors are viewed favorably; and, to the extent possible, spending inside of the Commonwealth is prioritized as demonstrated by a higher MA Leveraged Funds Factor. Industries targeted by the proposed climatetech are also industries relevant to the Commonwealth. Adder applications show a clear and distinct scope for the AmplifyMass adder funding versus Prime funding. The value-add and necessity of the Adder scope must be clear and relevant for MassCEC and its mission.
Applicant Team	Applicant Team has relevant skills, qualifications, and experience to lead execution of the project. Team is led by an entrepreneurial CEO or PI with significant industry knowledge. Team shows they are knowledgeable on the steps needed to commercialize the climatetech or to openly share their technology with the applicable industries and have the skills and experience to support the successful completion of this project.

All applications will be judged on the project's estimated climate, clean energy, and economic benefits generally as well as to the Commonwealth of Massachusetts.

Software proposals are eligible but should endeavor to highlight the novel innovation at the core of the proposed technology.

VII. BUDGET AND WORKPLAN

AmplifyMass Cost-Share and Adder awards of up to Three Hundred Thousand Dollars (\$300,000) and Spark awards of up to One Hundred Thousand Dollars (\$100,000) are paid to Grantees on a milestone and deliverable basis.

SCOPE OF WORK

Tasks include milestones and deliverables are to be memorialized, with target completion dates and scopes of work associated with each milestone, in a detailed workplan (the “Scope of Work”); see Attachment 2 template in Application Form.

Scope of Work details:

- There should be no more than four (4) tasks, following the guidance outlined in the SOW template (Attachment 2).
- Deliverables must include, at a minimum:
 - At least two (2) progress reports on steps taken, unforeseen challenges, test results, applicable tables, graphs, images, etc.
 - The final progress report shall include a commercialization discussion on next steps to bring the climate technology to market
 - 1 updated AmplifyMass metrics template per task.
 - 1 virtual presentation to MassCEC staff for every two (2) years of project length
 - At least one set of jpeg/png photos of project team, project progress, events attended, etc., as applicable.
- If there is a Prime Award, then the SOW shall additionally include at least one “go/no-go” document from the Prime Award.

With each milestone submission, Grantee shall submit a metrics collection Excel spreadsheet to track improvement over the life of the AmplifyMass project (such as jobs supported, TRL, etc.). MassCEC will provide a template and Grantee and MassCEC will discuss metrics reporting during contracting.

Lead Applicants should be aware that the AmplifyMass award may be rescinded by MassCEC in its sole discretion if contracting, including a finalized Scope of Work and signed Grant Agreement, between Lead Applicant and MassCEC is not completed within the following timeframes:

- If Lead Applicant is applying for Academic Spark funding, within six (6) months of the date of the AmplifyMass award letter notification.
- If Lead Applicant is applying for Cost-share or Adder funding with a correlating Prime Award, within six (6) months of:
 - 1) the date of the AmplifyMass award letter notification
 - 2) the date of execution of Lead Applicant’s contract with Prime Award, UNLESS Lead Applicant notifies MassCEC in advance of 6 months and receives a written exception to the 6-month rule.

This does not preclude the awardee from reapplying to the Program in a future funding round.

If the project and final project milestones have not been completed thirty-six (36) months from the Scope of Work approval date, MassCEC reserves the right to reduce or rescind any remaining award amounts at its sole discretion.

ELIGIBLE BUDGET ITEMS

It is MassCEC's policy not to compensate for overhead costs for companies such as general administration, indirect, or general-purpose expenses including general purpose materials or facilities. MassCEC prefers a 30% overhead maximum to academic and non-profit institutions applicants.

Budget items must be:

- Uniquely associated with the proposed project;
- Justified as to why it is a necessary and reasonable part of the project; and
- Incurred after the execution of a grant agreement with MassCEC.

All budget items generally fall into one (1) of two (2) categories: 1) eligible cash expenses; or 2) other budget items ineligible for grant funding. It must be clear why each budget item is necessary for the project.

For Lead Applicants with a Prime Award, please delineate between what the Prime Award is funding and what AmplifyMass grant would fund. Dividing budget items into fractional components is acceptable. For example, the total project budget could fund 3.0 Full Time Employee (FTE) equivalents, with 2.5 FTE funded by the Prime Award and 0.5 FTE funded by AmplifyMass.

PROJECT EXPENSES

The following items are expenses that *may be included* in the project budget (Attachment 3)

- **Project Staff and PhD Students:** Direct labor directly related to the AmplifyMass project: estimate the total number of Full Time Employee (FTE) equivalents. For each employee, list the position title, anticipated number of hours worked and hourly rate, if applicable. Identify the basis for the pay rate used (*e.g.*, actual salary, composite rate, labor distribution report, technical estimate, state civil service rates, etc.). If composite rates are being proposed for a particular position or group category, please state the rate basis as a composite rate. If new hires are proposed, please explain the basis for how you determined their hourly rate.
- **Intellectual Property/Patent-Related Costs:** The project team must explain which parts of their technology development may result in patents, but do not disclose proprietary information to MassCEC.

- **Services:** This can include subcontractor (including project partner or host) labor directly related to the AmplifyMass project. MassCEC must approve the use of any subcontractor labor in writing prior to awardee using MassCEC funds to pay for the expenses associated with such subcontractor labor. This can also include lab facility rental at external sites.
- **Infrastructure Development:** The equipment must be a new purchase.
- **Consumable Materials:** Includes materials and supplies as part of experimentation and testing, necessary components to complete Scope of Work.
- **Travel / Conferences:** Allowable for Applicant Team to attend necessary conferences, industry events, and meetings with project partners. MassCEC prefers to limit travel funding.
- **Other Expenses:**
 - **Overhead Costs for Academic and Nonprofit Institutions,** within reason: MassCEC prefers AmplifyMass funding to go directly to project development costs (such as equipment purchases, hiring of PhD students, etc.) However, it is understood that requested overhead coverage is often unavoidable, particularly for university applicants where there are institutional overhead policies in place. Therefore, the AmplifyMass grant can be used to cover overhead costs in certain situations. The appropriate percentage of the grant allocated to overhead costs varies depending on the institution and can be negotiated with MassCEC after application submission.
 - **For company applicants,** MassCEC will not fund overhead costs.
 - **Transport (*i.e.*, transporting a key piece of equipment):** The proposal should document why transportation is required for the project.

Applicants are encouraged to consider MassCEC's [Clean Energy Internship Program](#) to find additional team members to assist with the project.

INELIGIBLE AMPLIFYMASS GRANT EXPENSES

The following items should not be included in the AmplifyMass grant funding request:

- For companies -- overhead costs including indirect and administrative expenses;
- For academic and nonprofit institutions -- Excessive overhead as defined by MassCEC's overhead policy⁴ (including, but not limited to, telephone, electricity, rent for office/lab space);
- Miscellaneous office equipment and supplies, equipment and supply costs associated with general business operations, or equipment and supplies not related to the AmplifyMass project;
- Postage (including packaging and shipping materials);
- Printing; and
- Fringe benefits (including but not limited to health insurance, 401K plans or similar or other

⁴ MassCEC prefers a 30% overhead maximum to academic and non-profit institutions applicants.

staff benefits).

VIII. CONTACT INFORMATION

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

IX. 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 may not send MassCEC any confidential or sensitive information in response to this RFP; if MassCEC receives any confidential or sensitive information in response to this RFP, then MassCEC shall, in its sole discretion, determine whether any particular document, material, data, or other information is exempt from or subject to public disclosure. **Applicants acknowledge and agree that they 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 an application, negotiate with all qualified applicants, cancel or modify the RFP in part or in its entirety, or change the application guidelines, when in its best interests.

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

CONTRACT REQUIREMENTS

Upon MassCEC's authorization to proceed with the proposal, MassCEC and the Lead Applicant will execute a contract, substantially in the form of the template Grant Agreements attached hereto as Attachment C, which will set forth the respective roles and responsibilities of the parties. There are two template Grant Agreements; one for Lead Applicants that are businesses and another for Lead Applicants that are universities or non-profit research institutions.

The Lead Applicant is required to send the executed and signed contract from the Prime Award agency for AmplifyMass cost share support or adder funding grant projects. AmplifyMass contracting cannot proceed without copies of the signed contracts and any signed extensions from the Prime Award.

Upon successful contract execution, all awardees shall be required to complete the following, in addition to the milestones and deliverables that are more fully detailed in the SOW template (Attachment 2) and those that will be mutually agreed upon before the project start date:

- A submission of a metrics collection template at the time of each invoice.
 - For the second metrics collection, awardees shall be required to complete an Emissions Reduction Potential analysis ("ERP"). Guidance on how to complete the ERP can be found [here](#). Completion of an ERP is not required at time of application.

INTERACTIONS WITH OTHER MASSCEC PROGRAMS

Applicants may apply for the same project to both AmplifyMass and another MassCEC program, provided that it has not been awarded funds under another MassCEC program for the same scope of work. MassCEC has no restrictions against considering applications for the same project in multiple programs but will only award a project under at most one program. Applicants are encouraged to consider both programmatic fit and timeline considerations when determining under which program(s) to apply.

If the applicant is a previous awardee of another MassCEC program, such as Catalyst/DICES or InnovateMass, it is still eligible to apply, provided that the scope of work being proposed under the AmplifyMass project is unique and does not replicate work that MassCEC has previously funded. However, MassCEC reserves the right to disqualify applications which have not been compliant with previous MassCEC awards.

ATTACHMENT B: SAMPLE AMPLIFYMASS GRANT AGREEMENT TEMPLATE - BUSINESS

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is effective as of [Date – Month DD, YYYY] (the “Effective Date”), is by and between the **Massachusetts Clean Energy Technology Center** (“MassCEC”), an independent public instrumentality of the Commonwealth of Massachusetts (the “Commonwealth”) with a principal office and place of business at 294 Washington Street, 11th Floor, Boston, MA 02108, and [Grantee Name] with a principal office and place of business at [Grantee Address] (“Grantee”). Each of MassCEC and Grantee are at times referred to in this Agreement as a “Party,” and together the “Parties”.

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

WHEREAS, the project “[project name]” (the “Project”) was awarded \$[monetary amount] in funding by the [Prime Award Entity] (the “Prime Award”);

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

WHEREAS, MassCEC has determined that the Project will support its goals to [benefits].

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

Performance of the Work

Grantee shall complete the Project and provide the deliverables (the “Deliverables”) described in the Scope of Work set forth in Attachment 1 (the “Scope of Work”).

Grantee is solely responsible for all Project decisions, the preparation of all plans and specifications, and for completing the Project in accordance with the Scope of Work. Grantee will, for the full duration of the Agreement, ensure that the Project qualifies as “clean energy” or “clean energy research” as such terms are defined in M.G.L. c. 23J, Section 1 (collectively, the “Clean Energy Project Qualifications”).

Term

[**IF PRIME:**] The term of this Agreement shall commence on the Effective Date, and shall continue until the end of the Project’s period of performance of the Prime Award, including any subsequent extensions, unless terminated sooner pursuant to the terms of Section 8 except where provisions explicitly survive the termination of this Agreement (the “Term”).

[**IF NO PRIME:**] The term of this Agreement shall commence on the Effective Date, and shall expire on [Date – Month DD, YYYY] (the “Term”). [NOTE: The term should be updated based on whether the funding provided by MassCEC is as a cost share for a federal award or if we are merely providing funding for a research project. Please work with legal to refine this provision.]

Grant Amount; Payment; Rescission

Grant Amount. In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, MassCEC agrees to provide Grantee with funds in an amount not to exceed **[write out amount] Dollars (\$numerical amount)** (the “Grant”). The Parties acknowledge and agree that this is a maximum authorization, and MassCEC is under no obligation to transfer the full amount to Grantee, or any amount, in the event Grantee does not satisfy the requirements under this Agreement. Grantee acknowledges and agrees that receipt of this Grant, or any portion of this Grant, does not create any rights of preferences to receive subsequent funding from MassCEC. In no event shall the Grant exceed the amount specified in this section.

Payment. MassCEC will pay Grant funds to Grantee in installments in accordance with the Schedule and Deliverables Table set forth in Attachment 1 (each installment, a “Grant Installment”) within forty-five (45) days of approval of the corresponding Deliverable and receipt of a written invoice describing the work performed with Grant funds during the invoice period. Grantee shall submit an invoice by email to MassCEC’s Project Managers listed in Section 4(a). Invoices shall be accompanied by all required documentation setting forth the Deliverables produced, or Milestones achieved, and any other documentation required in the Scope of Work.

Rescission. If Grantee materially breaches any term of the Agreement, MassCEC shall have the right to rescind Grant payments until Grantee cures such material breach; provided, however, that Grantee cures such breach within thirty (30) days of the breach. If Grantee becomes insolvent, makes an assignment of rights or property for the benefit of creditors, or files for or has bankruptcy proceedings instituted against it under the federal bankruptcy law of the United States, or if MassCEC reasonably believes that such an event is imminent, MassCEC, acting in its sole discretion, may rescind the remaining undisbursed portion of the Grant.

Project Managers

MassCEC and Grantee have designated the following persons to serve as Project Managers to support effective communication between MassCEC and Grantee and to report on the Project’s progress (the “Project Managers”).

For MassCEC:

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

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

For Grantee:

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

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

Notice

Any notice in this Agreement shall be in writing and shall be sent either by (i) facsimile, 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 facsimile, email, or other electronic transmission, (y) if sent by courier, upon receipt as recorded by courier, or (z) if sent by first class mail, five (5) days after its date of posting.

Publicity; Use of Name

Grantee shall collaborate directly with MassCEC to prepare any public statement, media strategy or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which MassCEC is concerned or discussed, including, but not limited to, any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events or editorial boards which relate to this Agreement or MassCEC (each, a “Public Statement”) and shall in no event be permitted to publish, release, or otherwise disseminate any such Public Statement without MassCEC’s prior written consent.

Grantee agrees that MassCEC shall have the right to make use of and disseminate, in whole or in part, all work products, reports, Deliverables, and other information produced in the course of the Project's completion, and to use the information in such materials contained to produce summaries, case studies, or similar information resources.

Other Requirements

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 from the Effective Date.
- 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. *Patent Filings.* Grantee shall notify MassCEC in writing (email acceptable) of the filing of all patent applications and all issuances to it of any and all patent(s) directed to an invention conceived, made and/or obtained, in whole or in part, by Grantee in the course of, and/or resulting or stemming from, research or development funded in whole or in part by the Grant that may result in a patent or patent application or patent rights within thirty (30) days following such filing(s) which commitment shall survive termination of this Agreement.
- e. *Licensing of Technologies.* Grantee shall notify MassCEC in writing (email acceptable) of the licensing of any technologies conceived, made and/or obtained, in whole or in part, by Grantee in the course of, and/or resulting or arising from, research or development funded in whole or in part by this MassCEC award within thirty (30) days of such licensing, which commitment shall survive termination of this Agreement. Under no circumstances shall Grantee be permitted to deny or fail to disclose the existence of such a licensing arrangement, regardless of whether such a nondisclosure obligation exists under the arrangement. To the extent such licensing

arrangement restricts Grantee from revealing confidential terms of the arrangement, Grantee shall provide MassCEC with a non-confidential description of the arrangement by withholding or redacting any information that would violate such confidentiality obligations.

- f. *Massachusetts Presence Requirement.* During the Term, Grantee shall maintain (i) an office in the Commonwealth with an employee headcount of greater than four (4) or with over than 50% of the total number of company employees; and (ii) one (1) of the following business operations in the Commonwealth: (a) primary Project-related research and development operations, (b) primary manufacturing operations, or (c) the Project site (the “Massachusetts Presence Requirement”). Grantee shall immediately notify MassCEC in writing in the event at any time during the Term it is no longer in compliance with the Massachusetts Presence Requirement.
- g. **(IF APPLICABLE)** *Reporting.* Upon MassCEC’s request, Grantee shall provide MassCEC with a copy of reports prepared by Grantee pursuant to its Prime Award, and corresponding Prime Award memoranda, within thirty (30) days of such request.

Termination

MassCEC may terminate this Agreement at any time if Grantee has materially breached any term of the Agreement.

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.

Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections: 5, 6(b), 7(b), 7(d), 7(e), 8, 10, 11, 14, 15, 18, 19, 20, 21, 23, 25 and 26 of this Agreement shall survive and remain in effect after the termination or expiration of this Agreement.

- d. Throughout the term of this Agreement, Grantee agrees and acknowledges that to receive payments of Grant Installments, Grantee must ensure the Project conforms with (i) the Clean Energy Project Qualifications, (ii) the Massachusetts Presence Requirement, and (iii) the Scope of Work. The Parties agree that in the event MassCEC determines, in its sole discretion, that Grantee has failed to comply with any of the requirements of (i) through (iii) in the immediately preceding sentence, MassCEC shall have the right to immediately terminate this Agreement in accordance with this section and reduce or rescind Grant Installments. In addition, pursuant to Section 11, Grantee shall be required to refund any and all non-complying Grant Installments, or portions of such Grant Installments, made by MassCEC prior to the effective date of such termination (“Termination Date”), in the event an audit reveals the existence of a Nonconformance Event (as defined in Section 11) at any other time on or after the Effective Date.

Tax Forms and Grant Taxability

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

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

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.

Audit

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

Assignment and Subcontracting

Grantee shall not assign or in any way transfer any interest in Grant funds without the prior written consent of MassCEC.

Compliance with Laws

Grantee agrees to comply, with all applicable federal, state, and local statutes, rules, regulations, and permitting requirements, including, but not limited to, all laws promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms

and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, or for exercising any rights afforded by law.

Indemnification

To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors, and employees (together with the Commonwealth and MassCEC, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred, or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Grantee, its employees, agents, or assigns under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Grantee. 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, or subcontractors.

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 employees', agents', or assigns' performance of the Project under this Agreement.

Public Records and CTHRU

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

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

- [Fill in as necessary]

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

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

Insurance

Grantee certifies that appropriate insurance coverage for all activities under this Agreement has been obtained and shall be maintained in effect through the term of this Agreement. GRANTEE ACKNOWLEDGES THE SUFFICIENCY OF THE TYPES AND AMOUNTS OF INSURANCE COVERAGE MAINTAINED AND THE APPROPRIATENESS OF THOSE COVERAGES FOR THE DURATION OF THE TERM. At MassCEC's request, Grantee will provide MassCEC with copies of the certificates of insurance evidencing such coverage. The insurance requirements for the Project and pursuant to this Agreement are solely Grantee's responsibility and shall not relieve Grantee of any responsibility to MassCEC.

Conflict of Interest

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

Lobbying

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

Choice of Law and Forum; Arbitration; Equitable Relief

This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to its conflict of laws principles. Any dispute arising out of or relating to this Agreement or its breach, termination, or invalidity, whether before or after termination of this Agreement, if not resolved by negotiation among the Parties within thirty (30) days after such dispute is raised by either Party in writing, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over this Agreement. Any such arbitration will be conducted in or near Boston, Massachusetts. The prevailing Party shall be entitled to receive from the other Party its reasonable attorney's fees and costs incurred in connection with any action, proceeding, or arbitration under this subsection.

This section shall not be construed to limit any other legal rights of the Parties. Each Party acknowledges and agrees that any breach or threatened breach of this Agreement by the other Party may result in substantial, continuing, and irreparable damage to the first Party. Therefore, before or during any arbitration, either Party may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction, where such relief is necessary to protect its interests pending completion of the arbitration proceedings.

Severability

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

Amendments and Waivers

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

Force Majeure

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

Independent Status

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

Counterparts

This Agreement may be executed in two 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.

Interpretation

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

Binding Effect; Entire Agreement

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

Attachment 1— Scope of Work: Project Plan, Deliverables, and Schedule

Attachment 2 – **[IF APPLICABLE]** Prime Award

Attachment 3 – Metrics Table

[Remainder of Page Intentionally Blank]

In witness whereof, the Parties have caused this Agreement to be executed as a document under seal as of the Effective Date set forth in the first paragraph of this Agreement.

Massachusetts Clean Energy Technology Center

[Grantee's full legal entity name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal Tax ID No.:

ATTACHMENT C: SAMPLE AMPLIFYMASS GRANT AGREEMENT TEMPLATE - UNIVERSITY

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is 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, 11th Floor, Boston, MA 02108, and [Grantee Name], an institution of higher learning with a principal office and place of business at [Grantee Address] (“Grantee”). Each of MassCEC and Grantee are at times referred to in this Agreement as a “Party,” and together the “Parties”.

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

WHEREAS, the project “[project name]” (the “Project”) was awarded \$[monetary amount] in funding by the [Prime Award Entity] (the “Prime Award”);

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

WHEREAS, MassCEC has determined that the Project will support its goals to [benefits].

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

Performance of the Work

Grantee shall complete the Project and provide the deliverables (the “Deliverables”) described in the Scope of Work set forth in Attachment 1 (the “Scope of Work”).

Grantee is solely responsible for all Project decisions, the preparation of all plans and specifications, and for completing the Project in accordance with the Scope of Work. Grantee will, for the full duration of the Agreement, ensure that the Project qualifies as “clean energy” or “clean energy research” as such terms are defined in M.G.L. c. 23J, Section 1 (collectively, the “Clean Energy Project Qualifications”).

Term

The term of this Agreement shall commence on the Effective Date, and shall continue until the end of the Project’s period of performance of the Prime Award, including any subsequent extensions, unless terminated sooner pursuant to the terms of Section 8 except where provisions explicitly survive the termination of this Agreement (the “Term”). [NOTE: The term should be updated based on whether the funding provided by MassCEC is as a cost share for a federal award or if we are merely providing funding for a research project. Please work with legal to refine this provision.]

Payments and Invoices

Total Funds. 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 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 its receipt of the Grant, or any portion thereof, does not create any rights of preferences to receive subsequent funding from MassCEC. In no event shall the Grant exceed the amount specified in this section.

Payment of Funds. Grant funds will be paid in installments in accordance with the Schedule and Deliverables Table set forth in Attachment 1 (each installment a “Grant Installment”) within forty-five (45) days of approval of the corresponding Deliverable and receipt of a written invoice describing the work performed with Grant funds during the invoice period. Invoices must be submitted to Project Managers at MassCEC no more than monthly. Invoices shall be accompanied by all required documentation setting forth the Deliverables produced or Milestones achieved, and any other documentation required in the Scope of Work.

Project Managers

MassCEC and Grantee have designated the following persons to serve as Project Managers to support effective communication between MassCEC and Grantee and to report on the Project’s progress (the “Project Managers”).

For MassCEC:

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

For Grantee:

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

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

Notice

Any notice hereunder shall be in writing and shall be sent either by (i) facsimile, 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 facsimile, email, or other electronic transmission, (y) if sent by courier, upon receipt as recorded by courier, or (z) if sent by first class mail, five (5) days after its date of posting.

Publicity; Use of Name

Grantee shall collaborate directly with MassCEC to prepare any public statement, media strategy, or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which MassCEC is concerned or discussed, including, but not limited to, any media pitches, interviews, embargoed

materials, photo opportunities, blogs, guest columns, media events or editorial boards which relate to this Agreement or MassCEC (each, a “Public Statement”) and shall in no event be permitted to publish, release, or otherwise disseminate any such Public Statement without MassCEC’s prior written consent.

Grantee agrees that MassCEC shall have the right to make use of and disseminate, in whole or in part, all work products, reports, and other information produced in the course of the Project's completion, and to use the information therein contained to produce summaries, case studies, or similar information resources.

Other Requirements

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.

Grant Administration. Grantee shall use the Grant 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 from the Effective Date.

Grant Expenditure. All costs incurred by Grantee before the Effective Date of this Agreement are incurred voluntarily, at Grantee’s risk and upon its own credit and expense, and Grantee’s ability to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement. Grantee shall not incur any costs to be charged against Grant Installments prior to the Effective Date of this Agreement.

Patent Filings. Grantee shall notify MassCEC in writing (email acceptable) of the filing of all patent applications and all issuances to it of any and all patent(s) directed to an invention conceived, made and/or obtained, in whole or in part, by Grantee in the course of, and/or resulting or stemming from, research or development funded in whole or in part by the Grant that may result in a patent or patent application or patent rights within thirty (30) days following such filing(s) which commitment shall survive termination of this Agreement.

Licensing of Technologies. Grantee shall notify MassCEC in writing (email acceptable) of the licensing of any technologies conceived, made and/or obtained, in whole or in part, by Grantee in the course of, and/or resulting or arising from, research or development funded in whole or in part by this MassCEC award within thirty (30) days of such licensing, which commitment shall survive termination of this Agreement. Under no circumstances shall Grantee be permitted to deny or fail to disclose the existence of such a licensing arrangement, regardless of whether such a nondisclosure obligation exists under the arrangement. To the extent such licensing arrangement restricts Grantee from revealing confidential terms of the arrangement, Grantee shall provide MassCEC with a non-confidential description of the arrangement by withholding or redacting any information that would violate such confidentiality obligations.

Creation of Companies. Grantee shall notify MassCEC in writing of the founding of any companies spun off by the Project team as a direct result of research and development funded in whole or in part by this Grant within thirty (30) days of incorporation, which commitment shall survive

termination of this Agreement.

(IF APPLICABLE) *Reporting.* Upon MassCEC's request, Grantee shall provide MassCEC with a copy of reports prepared by Grantee pursuant to its Prime Award and corresponding Prime Award memoranda within thirty (30) days of such request. To the extent the aforementioned materials contain confidential information (as such term is defined in Section 15 of this Agreement), Grantee shall redact such confidential information prior to making such reports available to MassCEC.

Termination

This Agreement may be terminated by either Party at any time for a material breach of any term of the Agreement.

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 MassCEC performing its obligations under this Agreement.

Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections: 5, 6(b), 7(d), 7(e), 7(f), 8, 10, 11, 14, 15, 18, 19, 20, 21, 23, and 25 of this Agreement shall survive and remain in effect after the termination or expiration of this Agreement.

Throughout the term of this Agreement, Grantee agrees and acknowledges that in order to receive disbursements of Grant Installments Grantee must ensure the Project conforms with (i) the Clean Energy Project Qualifications, and (ii) the Scope of Work. The Parties hereby agree that in the event it is determined by MassCEC, in its sole discretion, that Grantee failed to deploy the Grant in accordance with the Scope of Work or such Project fails to maintain the Clean Energy Project Qualifications, MassCEC shall have the right immediately to terminate this Agreement in accordance with Section 8 and discontinue disbursing Grant Installments; provided, however, that pursuant to Section 11 herein, Grantee shall be required to refund any and all non-complying Grant Installments made by MassCEC prior to the effective date of such termination ("Termination Date"), in the event an audit reveals the existence of a Nonconformance Event (as that term is defined in Section 11) at any other time on or after the Effective Date.

Tax Forms and Grant Taxability

- a. Grantee shall provide MassCEC with a properly completed United States Internal Revenue Service ("IRS") Form W-9 (the "W-9"). Failure to provide the W-9 shall be grounds for withholding grant payments 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.

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.

Audit

At any time prior to the completion of the Project and as otherwise provided in this Section, MassCEC will 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 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 Grantee which pertain to the provisions and requirements of this Agreement. Such access may include on-site audits, review, and copying of records.

Assignment and Subcontracting

Grantee shall not assign or in any way transfer any interest in Grant funds without the prior written consent of MassCEC.

Compliance with Laws

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

Indemnification

To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors, and employees (together with the Commonwealth and MassCEC, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Grantee, its employees, agents, or assigns under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Grantee. 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, or subcontractors.

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 employees', agents', or assigns' performance of the Project under this Agreement.

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"). 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.

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

Insurance

Grantee certifies that appropriate insurance coverage for all activities under this Agreement has been obtained and shall be maintained in effect through the term of this Agreement. GRANTEE ACKNOWLEDGES THE SUFFICIENCY OF THE TYPES AND AMOUNTS OF INSURANCE COVERAGE MAINTAINED AND THE APPROPRIATENESS OF THOSE COVERAGES FOR THE DURATION OF THE TERM. At MassCEC's request, Grantee will provide MassCEC with copies of the certificates of insurance evidencing such coverage. The insurance requirements for the Project and pursuant to this Agreement are solely Grantee's responsibility and shall not relieve Grantee of any responsibility to MassCEC.

Conflict of Interest

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

Lobbying

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

Choice of Law and Forum; Arbitration; Equitable Relief

This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to its conflict of laws principles. Any dispute arising out of or relating to this Agreement or its breach, termination, or invalidity, whether before or after termination of this Agreement, if not resolved by negotiation among the Parties within thirty (30) days after such dispute is raised by either Party in writing, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over this Agreement. Any such arbitration will be conducted in or near Boston, Massachusetts. The prevailing Party shall be entitled to receive from the other Party its reasonable attorney’s fees and costs incurred in connection with any action, proceeding, or arbitration hereunder.

This Section 19 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.

Severability

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

Amendments and Waivers

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

Force Majeure

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

Independent Status

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

Counterparts

This Agreement may be executed in two 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.

Binding Effect; Entire Agreement

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

Attachment 1— Scope of Work: Project Plan, Deliverables, and Schedule

Attachment 2 – **[IF APPLICABLE]** Prime Award

[Remainder of Page Intentionally Blank]

In witness whereof, the Parties have caused this Agreement to be executed as a document under seal as of the Effective Date set forth in the first paragraph hereof.

Massachusetts Clean Energy Technology Center

[Grantee]

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date: _____

Federal Tax ID No.:

Attachment 3: 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	
Grantee Cost Share Amount for Milestone	
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 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;
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
City, State, Zip Code
Account Holder Tax Identification Number Employer Identification Number (EIN) Social Security Number (SSN)

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

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

Part V: Authorization

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

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

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

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

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

Account Holder Authorized Signature	Print Name
Title	Date