

GRANT AGREEMENT

This Grant Agreement (the “Agreement”), effective as of **[Date – Month DD, YYYY]** (the “Effective Date”), is by and between the **Massachusetts Clean Energy Technology Center (“MassCEC”)**, an independent public instrumentality of the Commonwealth of Massachusetts (the “Commonwealth”) with a principal office and place of business at 294 Washington Street, Suite 1150, Boston, MA 02108, and **[Grantee Name]**, a [private corporation, nonprofit corporation, public entity, public school, public vocational school, post-secondary institution, public community college], 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, [If awarded out of Equity Workforce Fund include this clause] pursuant to its enabling statute (M.G.L. c. 23J § 13), MassCEC seeks to support the employment and career advancement of individuals from Environmental Justice (“EJ”) Neighborhoods or low-income communities, members of federally recognized or state-acknowledged tribes, members of underrepresented communities in the clean energy workforce, and current or former workers from the fossil fuel industry (“Fossil Fuel Workers”) in occupational sectors critical to the Commonwealth’s 2030 and 2050 climate goals;

WHEREAS, [If awarded out of the Equity Workforce Fund include this clause] MassCEC issued its Equity Workforce Training, Equipment, and Infrastructure Grants solicitation (the “Program”) in **2025** to help build job training, career awareness and exploration, and support capacity to fill gaps in the workforce for climate-critical sectors while creating opportunities for underserved individuals most impacted by climate change;

WHEREAS, [If awarded out of the Clean Energy Investment Fund (Climate-Critical Training) include this clause] pursuant to appropriations set forth in the **FY25** State Budget, MassCEC seeks to support clean energy workforce development initiatives and investments to support emissions reductions in the energy, transportation, and building sectors, as directed by the Massachusetts Clean Energy and Climate Plan for 2050;

WHEREAS, [If awarded out of the Clean Energy Investment Fund include this clause (Climate-Critical Training)] MassCEC issued its Climate-Critical Workforce Training, Equipment, and Infrastructure Grants solicitation (the “Program”) in **2025** to support job training and support capacity for Massachusetts residents and upskilling for incumbent workers to grow the workforce for climate-critical sectors;

WHEREAS, [If awarded out of the Equity Student and Young Adult Fund, include this clause] MassCEC issued its Students and Young Adults Equity Workforce Career Awareness and Training Grants solicitation (“the “Program”) in **2025** to increase career awareness, exploration, and training programs for young adults in climate-critical fields;

WHEREAS, [If awarded out of the Climate Service Corps fund include this clause] pursuant to its enabling statute (M.G.L. c. 23J § 13), MassCEC seeks to support the employment and career advancement of individuals from Environmental Justice (“EJ”) Neighborhoods or low-income communities, members of federally recognized or state-acknowledged tribes, members of underrepresented communities in the clean energy workforce, and current or former workers from the fossil fuel industry (“Fossil Fuel Workers”) in occupational sectors critical to the Commonwealth’s 2030 and 2050 climate goals;

WHEREAS, [If awarded out of the Climate Service Corps fund include this clause] Massachusetts' Climate Chief Office issued a 2023 comprehensive report titled "Recommendations of the Climate Chief" which offers a detailed overview of all aspects of the state's climate policy, emphasizing planning around workforce development and clean energy economic development are key for improvement, and calling for the creation of a state Climate Service Corps (CSC) for young people ages 18-24;

WHEREAS, [If awarded out of the Climate Service Corps fund include this clause] MassCEC issued its FY25 Climate Service Corps solicitation to support organizations in the implementation or planning to build and scale career pathway programs tied to occupations in the energy efficiency, demand management, and clean heating and cooling sector for young people ages 18- 24;

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

WHEREAS, MassCEC has selected Grantee's proposal for a full/partial award.

WHEREAS, [If awarded out of the Climate Service Corps fund include this clause], the designed program will adhere to requirements in MassCEC Climate Service Corps RFP, including but not limited to the targeted industry focus and participant eligibility definitions.

WHEREAS, [use as many clauses as necessary].

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

1. Performance of the Work

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

2. Term

The term of this Agreement shall commence on the Effective Date, and shall expire on [Date – Month DD, YYYY] (the “Term”) unless otherwise terminated in accordance with this Agreement or extended by mutual agreement between the Parties through an amendment to this Agreement.

3. Grant Amount; Payment; Rescission

- a. *Grant Amount.* In consideration of the 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. 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 right of preference to receive subsequent funding from MassCEC. In no event shall the Grant exceed the amount specified in this section.
- b. *Payment.* MassCEC will pay Grant funds to Grantee in installments in accordance with the Schedule and Deliverable table set forth in Attachment 1 (each installment a “Grant Installment”) within forty-five (45) days of approval by MassCEC of the corresponding Deliverable, receipt of a written invoice describing the work performed with Grant funds during the invoice period, and receipt of a completed and signed [IF APPLICABLE: Cost Share and] Expenditure Certification (Attachment 4). Grantee shall submit invoices by email to ap@masscec.com and a copy to MassCEC’s Project Managers listed in this Agreement. Grantee shall enroll in MassCEC’s Automated Clearinghouse (“ACH”) system to receive payment (instructions to be provided). **Grantee shall include the contract ID GG-XXXX-XXXX on all invoice documentation provided to MassCEC.** Any changes to the information in the ACH form must be submitted to ap@masscec.com through an updated ACH enrollment form within thirty (30) days of any such change.
- c. *Rescission.* If Grantee materially breaches any term of the Agreement, in addition to the ability to terminate as set forth elsewhere in this Agreement, MassCEC shall have the right to rescind Grant payments; provided, however, that Grantee shall have the opportunity to cure such breach within thirty (30) days of the breach and if Grantee does so, MassCEC shall not exercise the right to rescind Grant payments. If Grantee becomes insolvent, makes an assignment of rights or property for the benefit of creditors, or files for or has bankruptcy proceedings instituted against it under the federal bankruptcy law of the United States, or if MassCEC reasonably believes that such an event is imminent, MassCEC, acting in its sole discretion, may rescind the remaining undisbursed portion of the Grant.

4. Project Managers

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

For MassCEC:

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

For Grantee:

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

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

- b. Grantee shall obtain prior written approval from MassCEC to make any change to its Project Manager(s). Upon approval by MassCEC, Grantee shall provide MassCEC with all updated contact information for its Project Manager(s). Grantee shall promptly notify MassCEC of any other changes to its Project Manager(s) contract information. For the avoidance of doubt, MassCEC may update its Project Manager(s) listed without amending this Agreement, if done in compliance with the notice provision contained herein. Grantee represents and warrants that its Project Manager is authorized to communicate with MassCEC on behalf of Grantee.

5. Notice

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

6. Publicity; Use of Name

- a. Grantee shall collaborate directly with MassCEC to prepare any public statement, media strategy, or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which MassCEC is concerned or discussed, including any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events, or editorial boards which relate to this Agreement or MassCEC (each, a "Public Statement") and shall in no event be permitted to publish, release, or otherwise disseminate any such Public Statement without MassCEC's prior written consent.
- b. Grantee agrees that MassCEC shall have the right to make use of and disseminate, in whole or in part, all work products, reports, Deliverables, and other information produced in the course of the Project's completion, and to use the information in such materials contained to produce summaries, case studies, or similar information resources.

7. Other Requirements

- a. *Program Evaluation.* Grantee agrees to support MassCEC's program evaluation activities, and MassCEC's dissemination of information regarding Grantee's experiences. To this end, Grantee agrees that its key personnel and contractors working on the Project will be available at reasonable times with advance notice to be interviewed by MassCEC or its authorized representatives for purposes of program evaluation or case study development.
- b. *Grant Administration.* Grantee shall use the Grant funds only for the activities described in the approved Scope of Work. Grantee shall maintain financial records relating to the receipt and expenditure of all Grant funds in accordance with the terms set forth under this Agreement for a period of seven (7) years starting on the first day after final payment under the Agreement.

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

8. Termination

- a. MassCEC may terminate this Agreement at any time if Grantee has materially breached any term of the Agreement and fails to cure such breach as provided in Section 3(c) (Rescission).
- b. MassCEC may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate action inconsistent with MassCEC performing its obligations under this Agreement.
- c. In the event the Scope of Work contains a "Go/No-Go" decision, MassCEC may terminate this Agreement at the applicable decision point in its sole discretion and in accordance with any metrics, milestones, or criteria indicated in the Scope of Work, at which point Grantee shall not submit any additional invoices to MassCEC.
- d. Except as otherwise provided in the Agreement, termination or expiration of this Agreement shall not affect the rights and obligations of each Party under any provision of this Agreement which by its nature would be intended to survive any such termination or expiration, which shall include the following Sections: 5 (Notice), 6 (Publicity; Use of Name and Work Product), 7(b) (Grant Administration), 8 (Termination), 10 (Use and Access), 11 (Audit), 14 (Indemnification), 15 (Public Records and CTHRU), 18 (Lobbying), 19 (Choice of Law and Forum; Arbitration; Equitable Relief), 21 (Severability), 22 (Amendments and Waivers), 24 (Independent Status), 26 (Headings; Interpretation), and 27 (Binding Effect; Entire Agreement).

9. Tax Forms and Grant Taxability

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

withholding all Grant Installments until such W-9 is received. W-9s shall be emailed to ap@masscec.com.

b. Grants may be considered taxable income by the IRS and the Massachusetts Department of Revenue. Grantee is solely responsible for any failure to timely consult with a tax professional to determine the federal and/or state tax implications of this Agreement. MassCEC will issue an IRS Form 1099 to each Grantee. For all tax-exempt entities (including government entities), a tax-exemption certificate or IRS tax-exemption determination letter must be emailed to ap@masscec.com.

10. Access and Use

Grantee agrees to license or otherwise make available to MassCEC in perpetuity, without charge, Grantee's interest in and copyright (if any) to all materials prepared and produced in relation to the Project or embedded in or essential to the use of the Deliverables, 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. Any and all inventions that are conceived of, or first reduced to use, by Grantee prior to or during the course of the Project shall be the sole property of Grantee, except that if jointly invented, title shall flow in accordance with United States patent law, and any licensing requests for such inventions shall be subject to good faith negotiations between the Parties. Grantee represents and warrants that Deliverables will not infringe on any copyright, right of privacy, or personal or proprietary rights of others.

11. Audit

At any time prior to the completion of the Project and as otherwise provided in this section, MassCEC shall have the right to audit Grantee's or its other agents' records to confirm the use of the Grant awarded under this Agreement. If such audit reveals that any portion of such funds was used for purposes not permitted under the Agreement (a "Nonconformance Event"), then Grantee shall refund to MassCEC the amount determined to have been improperly used within thirty (30) days of Grantee's receipt of a demand from MassCEC. 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 (Termination). 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 (during business hours) and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of Grantee which pertain to the provisions and requirements of this Agreement. Such access may include on-site audits, review, and copying of records.

12. Assignment and Subcontracting

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

13. Compliance with Laws

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

14. Indemnification

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

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

15. Public Records and CTHRU

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 subject to disclosure. An exemption to the Public Records Law may apply to certain records, such as materials that fall under certain statutory or common law exemptions, 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 informing MassCEC in advance of any information it plans to submit to MassCEC that it considers exempt from the Public Records Law. Notwithstanding the foregoing, Grantee acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any document, material, data, or other information is exempt from or subject to public disclosure. Grantee shall not send MassCEC any confidential or sensitive information that may be subject to public disclosure.

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

16. Insurance

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

17. Conflict of Interest

The Grantee represents that to its knowledge none of its officers, directors, employees, agents, contractors, managers or other representatives have or will have a personal financial interest in the Grant awarded under this Agreement. Grantee acknowledges that MassCEC employees are subject to the Massachusetts Conflict of Interest statute, M.G.L. c. 268A. Grantee agrees to notify MassCEC in the

event that Grantee becomes aware of any real or perceived conflict of interest with respect to this Agreement.

18. Lobbying

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

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

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

20. Registration

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

21. Severability

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

22. Amendments and Waivers

MassCEC may amend this Agreement without any action by Grantee to the extent that such amendment is necessary to reflect changes in law, regulation, or public policy that apply to MassCEC or the Project. MassCEC shall promptly deliver any such amendment to Grantee in the manner provided in Section 5. Except for amendments required to comply with law or regulation, no amendments to or modifications of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless the same shall be in writing and shall be signed by each of the Parties. Any waiver by MassCEC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, or in any way limit the remedies available to that Party.

23. Force Majeure

Neither Party shall be liable or responsible to the other Party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"):

- (a) acts of God;
- (b) flood, fire, earthquake, or explosion;
- (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest;
- (d) actions, embargoes, or blockades in effect on or after the date of this Agreement;
- (e) national or regional emergency; and
- (f) strikes, labor stoppages or slowdowns.

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Independent Status

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

25. Counterparts

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

26. Headings; Interpretation

The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. This Agreement is the result of negotiations between, and has been reviewed by, the Parties and their respective legal counsel.

27. Binding Effect; Entire Agreement

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

- a. Attachment 1 — Scope of Work
- b. Attachment 2 — Application Form
- c. Attachment 3 — Program Budget
- d. Attachment 4 — [Cost Share and Expenditure Certification] OR [Expenditure Certification]

[Remainder of Page Intentionally Blank]

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

Massachusetts Clean Energy Technology Center

By: _____

Name: _____

Title: _____

Date: _____

[Grantee's full legal entity name]

By: _____

Name: _____

Title: _____

Date: _____

Federal Tax ID No.:

Attachment 1
SCOPE OF WORK: Project Plan and Timeline

- I. Project Plan [insert Project Plan narrative from Grantee's application form executive summary adjusted to match the award and/or pulled from the award memo, whichever is most appropriate] (collectively, the "Project"). The Project shall consist of the Parts identified below.
- II. Detailed Project Plan:

Part A- MassCEC Agreement, Partnerships, and Commitment to TA

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

The Grantee shall enter subcontracts with the following organizations to achieve the objectives of this project:

- [insert subcontractor name]

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

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

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

Parts B through F

The Grantee shall deliver the Project as described in their Grant Application, Attachment 2, and as modified below:

Part B- Program Planning

The Grantee shall complete a comprehensive program planning process as described in their Grant application, Attachment 2, Section [if awarded out of Equity Training, use 2.5] [if awarded out of Climate-Critical Training, use 2.8], and as modified below:

- [Insert contingencies or clarifying language, or N/A if no modifications]

Part C- Recruitment, Marketing, and Outreach

The Grantee shall conduct recruitment, marketing, outreach, and eligibility with attention to the target population and baseline methods as described in their Grant application, Attachment 2, Sections [if awarded out of Equity Training, use 2.6 and 2.7] [if awarded out of Climate-Critical Training, use 2.9 and 2.10], and as modified below:

- [Insert contingencies or clarifying language, or N/A if no modifications]

Part D- Program Delivery, Support, Job Placement

The Grantee shall complete program delivery, support, and job placement activities as described in their Grant application, Attachment 2, Sections [if awarded out of Equity Training, use 2.8, 3.1, 3.2 and 3.3] [if awarded out of Climate-Critical Training, use 2.11, 3.1, and 3.2], and as modified below:

- [Insert contingencies or clarifying language, or N/A if no modifications]

Part E- Wraparound / Social Support Services

The Grantee shall provide baseline wraparound and social support services as described in their Grant application, Attachment 2, Sections [if awarded out of Equity Training, use 3.1 and 3.3] [if awarded out of Climate-Critical Training, use 3.1 and 3.3], and as modified below:

- [Insert contingencies or clarifying language, or N/A if no modifications]

Part F- Retention Services

The Grantee shall provide retention services as a continuation of the support services described in their Grant application, Attachment 2, Section [if awarded out of Equity Training, use 3.3] [if awarded out of Climate-Critical Training, use 3.3], and as modified below:

- [Insert contingencies or clarifying language, or N/A if no modifications]

Additionally, the program delivery, support, and retention services provided shall meet or exceed the Grant outcomes targets as indicated in the Grant application and reflected below in Part H. Performance Metrics.

Part G- Reporting

The Grantee shall update interim reporting documents/ forms at least monthly and each time a new invoice is submitted. All reporting documents *must be provided to MassCEC in a standardized format. MassCEC staff will provide information and support on the required formats and reporting processes, which may change during the grant period. Deliverables that are subject to this requirement are:*

- *List of eligibility criteria for participants;*
- *Reports on services provided by subcontractors;*

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

Interim reports will include:

Updates on program activity and programmatic activities and metrics as detailed in this Scope of Work and may include, but not be limited to:

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

Updates on changes to impact metrics including:

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

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

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

Part H – Performance Metrics

The Grantee shall deliver the training and services as described in Parts A to G of this Scope of Work and deliver the performance metrics set forth below for each phase of the Project within the schedule set forth in Section III Program Timeline (the “Program Timeline”) below.

Completion, placement, and retention rates are based off of the original number of participants enrolled. MassCEC will evaluate satisfaction of these performance metrics at the designated

points for “Go or No Go” decisions set forth in the Program Timeline and shall have the ability to restrict activities related to and invoicing for further phases of the Project until deficiencies are corrected consistent with Section 3 or terminate this Agreement consistent with Section 8(c):

Cohort	Participants Enrolled	Completion Rate	Placement Rate within 30 days of completion	Retention Rate at 6 months	Average Starting Wage
1	30	24 (80%)	21 (70%)	18 (60%)	\$
2	30	24 (80%)	21 (70%)	18 (60%)	\$
3	30	24 (80%)	21 (70%)	18 (60%)	\$

III. Program Timeline

The Grantee shall execute the program described in this Scope of Work on the timeline indicated below. MassCEC shall have the right at its sole discretion to allow for additional time for the completion of program phases without need to amend this Agreement. If Grantee cannot execute the program in the timeframe detailed below, it shall seek MassCEC’s prior written approval, email acceptable, of a later Completion Date and provide reasoning for its request. MassCEC shall approve or deny Grantee’s request, email acceptable, within a reasonable time period.

Timeline	Phase
Month Year	Contract Initiation
Month Year-Month Year	Program Development, Hiring Grant Staff, Developing Program and Marketing Materials
Month Year-Month Year	[Sample recruitment period]
Month Year-Month Year	[Start of cohort 1 – Sample training delivery]
Month Year-Month Year	[Sample placement period]
Month Year-Month Year	[Sample retention period]
Month Year-Month Year	[Sample recruitment period]
Month Year	Go or No Go based on Performance Metrics
Month Year-Month Year	[Start of cohort 2 – Sample training delivery]

Month Year-Month Year	[Sample placement period]
Month Year-Month Year	[Sample retention period]
Month Year-Month Year	[Sample recruitment period]
Month Year	Go or No Go based on Performance Metrics
Month Year-Month Year	[Start of cohort 3]
Month Year-Month Year	[Sample placement period]
Month Year-Month Year	[Sample retention period]
Month Year	Grant Completion

IV. Payment Terms

The Grantee shall bill MassCEC at least quarterly and no more frequently than monthly in accordance with approved costs detailed in Attachment 3 and the terms set forth in Section 3 of the Agreement. The Grantee shall provide a written invoice using the MassCEC standard invoice template describing the work performed with Grant funds during the invoice period, a Grant resource report form, required backup documentation, additional relevant interim and final reporting, and a completed and signed Expenditure Certification (Attachment 4).

Backup documentation must be included for all individual purchases or expenditures that equal or exceed \$5,000, with the exception of payroll disbursements aligned with the currently approved budget.

Attachment 2
Application Form

Attachment 3
Program Budget

The Grantee shall adhere to the budget set forth herein. MassCEC shall have the right, in its sole discretion, to approve changes to the budget. The Grantee shall request, email acceptable, MassCEC's prior written approval for any changes to the budget. Such request shall describe the modified budget lines and provide justification for the requested change. Requests to modify budget lines by no more than ten percent (10%) of the original budget amount may be approved by the assigned MassCEC Program Manager, email acceptable. Requests to modify budget lines by more than ten percent (10%) but not more than fifteen percent (15%) may be approved by a MassCEC Program Director, email acceptable. Any requests for modification to budget lines exceeding fifteen percent (15%) of the original budget amount or to change the total Grant award amount requires a formal contract amendment as described in the Agreement. MassCEC shall approve or deny Grantee's request within a reasonable time period.

			Total Program Cost	MassCEC Equity	MassCEC Climate-Critical	MassCEC Total	Matching
Personnel (specify names and titles)	Hrs / %FTE	Rate					
Personnel Costs							
Fringe		22.00%					
Total Personnel							
Direct Programmatic Costs							
Materials, Supplies, Equipment, and Other Costs							
	Communications and Marketing						
	Computer Equipment and Software						
	Equipment						

	Printing and Copying						
	Supplies						
	Telecommunications						
	Travel and Meetings						
	Venue Fees						
	Other						
	Total Materials, Supplies, Equipment, and Other Costs						
	Support Service Costs	# Served	Rate / Served				
	Training Stipends and Subsidized Wages						
	Subsidized Support Services						
	Other						
	Total Support Services Costs						
	Subcontractors (specify names, titles, and organizations)	Hrs / %FTE	Rate				
	Total Subcontractors						
	Total Direct Programmatic Costs						
	Total Personnel + Direct Programmatic Costs						
	Indirect Costs (enter indirect rate if different than federal de minimis)						

Total Program Costs								
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Attachment 4 — [IF APPLICABLE: Cost Share and] Expenditure Certification

For submission with Grantee's invoice

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

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

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

By: _____

(Signature of Authorized Representative)

Name _____

Title _____

Date _____