

****Note: This Grant Agreement will be modified for Awardees receiving a recoverable grant as described in Section 8 of the Request for Proposals.****

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 public school district located in [Municipality]] / [a Massachusetts municipality]] with a principal office and place of business at [Grantee Address] (“Grantee”). Each of MassCEC and Grantee are at times referred to in this Agreement as a “Party,” and together the “Parties”.

WHEREAS, MassCEC seeks to support clean energy infrastructure that improves energy efficiency, reduces carbon emissions, or mitigates impacts of climate change through the Green School Works program;

WHEREAS, [Grantee Name] applied for a grant to [concisely describe the project] (“Project”), as defined pursuant to the Scope of Work set forth in Attachment 1 (the “Scope of Work”); and

WHEREAS, the proposed Project is aligned with the objectives of the Green School Works program;

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 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 has no responsibility for management of the Project, including obtaining any 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.

f. Upon request by MassCEC, the Grantee agrees to provide MassCEC or its agents access to the Project Site for a period of two (2) years after the Project completion date of **[Date – Month DD, YYYY]** (the “Project Completion Date”) to monitor the building’s electrical energy performance and/or indoor air quality, as well as access to the Project Site to maintain such equipment during the same two (2) year period. Grantee further agrees to provide electrical utility, gas utility, and/or heating fuel consumption data for two (2) years prior to installation of the Project, during the Project, and for two (2) years after Project Completion Date. With the Energy Usage Account Data Release Authorization(s) executed by Grantee, MassCEC and its agents may seek to get electrical and gas consumption data directly from Grantee’s utilities. However, if this is not feasible or successful, Grantee will work with MassCEC and its agents to directly provide electrical utility, gas utility, and/or heating fuel consumption data for two (2) years prior to installation of the Project, during the Project, and for two (2) years after Project Completion Date. Project Completion Date is subject to change as described in the Scope of Work.

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 Expenditure Certification (Attachment 2). Grantee shall submit invoices by email to MassCEC’s accounts payable team at ap@masscec.com and copy the Project Managers listed in this Agreement. Grantee shall include the contract ID: GG-XXXX-XXXXX on invoice documentation submitted to MassCEC. Grantee shall enroll in MassCEC’s Automated Clearinghouse (“ACH”) system to receive payment by completing the ACH enrollment form attached to this Agreement in Attachment 3 and submitting it to ap@masscec.com at or before the submission of their first invoice.

Any changes to the information in the ACH form must be submitted to ap@masscec.com through an updated ACH enrollment form within thirty (30) days of any such change.

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 (each a "Project Manager").

For MassCEC:

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

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

For Grantee:

[First Name Last Name], ([address] / [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 and Work Product

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.

c. Grantee agrees to participate, upon MassCEC’s request, in other reasonable information gathering activities required to prepare case studies, and evaluation studies, or other educational materials that may be beneficial to MassCEC or the public to disseminate knowledge gained as a result of the Project. These public facing materials may include and are not limited to information about the characteristics of the Project Site, energy use, Project scope, photographs, Project costs, and estimated and measured energy savings data. Notwithstanding the foregoing, Grantee shall enter into a Utility Release Form in the format provided to Grantee or else directly provide energy use and cost data for two years pre- and post project for electrical utility, gas utility, and/or heating fuel consumption data to MassCEC.

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.

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. Liability

- a. To the fullest extent allowed by law, each Party shall assume full liability for its own acts of negligence or willful misconduct in the performance of its obligations hereunder and shall assume full financial and legal liability for all expenses resulting from or attributable to any

such negligence or omission of is employees, students, officers, directors, and agents with respect to their failure to adhere to the terms of this Agreement.

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

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.

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. 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.

21. Amendments and Waiver

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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 – Expenditure Certification
- c. Attachment 3 – ACH Enrollment Form

[Remainder of Page Intentionally Blank]

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

Massachusetts Clean Energy Technology Center

[Grantee's full legal entity name]

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Federal Tax ID No.:

Attachment 1
SCOPE OF WORK: Project Plan, Deliverables, and Schedule

I. Project Plan

The Grantee will install [X,Y,Z technologies] at [school name] serving grades [X-Y] located at [school address] ("Project"). [Describe planned scope in more detail, as available. Two to five more sentences. Should pull from the summaries created for reviewers and the applicant's project narrative. Include details on the type of heat pump (e.g., VRF, heat pump chiller) or ventilation (e.g., energy recovery ventilation) but not specific model numbers. Include at least one sentence on the anticipated project benefits (e.g., GHG emission reductions, increased comfort and IAQ, etc.). Note this project description should include the entire scope of the project, not just the components that MassCEC will pay for.]

[Add for projects that need a CBA: As part of the Project, the Grantee will also complete a comprehensive decarbonization plan for [school name] to ensure that the design of this Project thoughtfully considers future upgrades that may occur at the school. Completing a Comprehensive Building Assessment through Mass Save with supplemental Green School Works funding is one way to fulfill this requirement.]

MassCEC recognizes that the scope of the Project may evolve. Any changes should remain aligned with the goals of the Green School Works program to improve energy efficiency, reduce carbon emissions, or mitigate impacts of climate change. Proposed changes to the Project scope as described above must be approved by MassCEC in writing (email acceptable) prior to proceeding. MassCEC, in its sole discretion, may refuse to release milestone payments to the Grantee for work that does not conform to the Project scope as approved by MassCEC.

Project Timeline

The table below outlines the Project timeline. MassCEC recognizes the Project timeline may shift. If changes to the Project Timeline impact the Grantee's ability to meet the completion date of the payment milestones listed below in Section II, the Grantee may request changes to the Project timeline in writing (email acceptable) with reasoning for the requested change. MassCEC may, in its sole discretion, approve changes to the Project timeline that are within the Term of this Agreement without need to amend this Agreement.

Project Phase	Anticipated Start	Anticipated Completion	Notes

As described in Section II below, the Grantee will update MassCEC on the Project timeline at each Payment Milestone.

Project Team

The table below lists the members of the Project team that have already been identified and describes their role in the Project.

Name	Title	Organization	Role in Project

Additionally, the Grantee anticipates bringing in the following additional members to the Project team, through the processes outlined below:

- [Role in project]: [Description of expected procurement or hiring process. (E.g., Bidding per public M.G.L. c. 149)]

As described in Section II below, the Grantee will update MassCEC on any changes to the Project Team at each Payment Milestone.

Budget & Use of MassCEC Funding

The total Project budget is anticipated to be [\$X,XXX,XXX] with [\$X,XXX,XXX] coming from this Grant. Other sources of funding are expected to include [list other sources of funding.]

[Only include for projects where more than 25% of the funding was coming from non-GSW sources.] If the availability of other sources of funding changes, such that the total funding available for the Project decreases by more than twenty five percent (25%) from the total Project budget listed above, MassCEC reserves the right to modify the Grant amount, milestones, or deliverables by amending the Agreement.

[If applicable or potentially applicable (e.g., project may do GSHP) include this language] To the extent that the Project involves the implementation of technologies eligible for the Investment Tax Credit made available under the Inflation Reduction Act of 2022, Grantee is required to apply for the Investment Tax Credit as a condition of funding under the Project.

Funding from this Grant is anticipated to be used toward:

Budget Item	Total Cost	Anticipated MassCEC Grant Funding	Notes & Description of Other Sources of Funding
TOTAL	\$	\$	

The proposed Project budget above identifies the planned use of Grant funding. The Grantee may adjust budgeted amounts between these categories as needed, with the limitation that not more than fifteen percent (15%) of the Grant shall be used for soft costs such as design and project management, and shall notify MassCEC of any such changes in writing (email acceptable). If the Grantee identifies additional uses for the proposed budget not outlined above, they must request approval for such funding use ahead of spending the funds and MassCEC may, at its sole discretion, approve the use via writing (email

acceptable). Notwithstanding the foregoing, all Grant payments are subject to the milestone/deliverable table outlined in the Schedule in Section II herein.

As described in Section II below, the Grantee will provide MassCEC with an updated Project budget (including elements of the Project funded with non-MassCEC funding) at Payment Milestones [X,Y,Z]. The budget updates will be in a format provided by MassCEC and will include separate line items for design, project management, equipment costs, construction labor/overhead, commissioning, and contingency.

Information sharing with MassCEC

In order to share lessons learned and best practices with the goal of accelerating school decarbonization, the Grantee will collaborate with MassCEC by:

- Providing energy bill data and collaborating with MassCEC and its agents for monitoring as described in Section 1 of the Agreement. Specifically, the Grantee will provide electrical utility, gas utility, and/or heating fuel consumption data for the previous two (2) years for Payment Milestone 1.
- Completing Project budget updates at Payment Milestones [X, Y, and Z] in a format to be provided by MassCEC that will include separate line items for design, project management, equipment costs, construction labor/overhead, commissioning, and contingency.
- Sharing qualitative Project updates with each Payment Milestone request (besides Payment Milestone 1) in a format provided by MassCEC (approximately one page). Project updates will include:
 - Any requested changes or updates on the Project timeline;
 - Any changes or updates to the Project team;
 - Brief narrative of any Project activity to date; and
 - Relevant lessons learned.
- Participating in a kick-off phone call with MassCEC for Payment Milestone 1.
- Joining periodic check-in phone calls with MassCEC staff and/or other Green School Works grantees.
- Participating in a debrief phone call/interview with MassCEC about lessons learned for Payment Milestone 4; and
- At MassCEC's request, taking part in one webinar or in-person workshop to share lessons learned from the Project.

II. Schedule, Payment Terms, and Deliverables

[Selected one of the two table options below, based on grantee preference.] Quarterly option

Payment Milestone Number	Payment Milestone	Deliverables to Receive Payment Milestone	Completion Date	Payment Amount
1	Project launch	<ul style="list-style-type: none"> • Signed grant agreement • Most recent 2 years of energy bill data • Kick-off call with MassCEC 	[July 2026]	Up to \$[15% of total award] based on contracted costs by vendor(s). (If Milestone 1 is less than \$ [15%

		<ul style="list-style-type: none"> Signed contracts for design and project management services 		of total award] any remaining funds may be paid in a later milestone if grant payments will not exceed total project costs.)
2 (Each quarterly payment request should be numbered sequentially: i.e., 2.1, 2.2, 2.3, etc.)	Quarterly Implementation Payments	<ul style="list-style-type: none"> For all quarterly implementation payment requests: <ul style="list-style-type: none"> Budget update in format to be provided by MassCEC Project update in format to be provided by MassCEC New or updated project narrative and plans, as available For enabling work: Copy of relevant invoices (e.g. for labor costs) For equipment ordering: Copy of equipment order or invoice For equipment installation: Copy of relevant invoices (e.g. for labor costs), pictures of installed equipment [if applicable] Completed comprehensive school decarbonization plan 	Quarterly, as needed, from the start of equipment ordering through the end of project construction. Grantee may elect to skip a quarterly payment request if there are not new expenses and/or if the Grantee does not need additional funding that quarter.)	Up to [X,XXX,XXX] (The cumulative payment amounts from all Milestone 2 payments shall not exceed total grant amount less the cumulative payment amounts of "Project launch", "Project commissioning", and "Completion of project monitoring and bill analysis".)
4	Project commissioning	<ul style="list-style-type: none"> Budget update in format to be provided by MassCEC 	[Depends on project] (This is the expected completion. For the purposes of	[10% of total award minus final \$10k or \$5k below]

		<ul style="list-style-type: none"> • Project update in format to be provided by MassCEC • Commissioning report • Debrief call with MassCEC 	this agreement, Month XX, Year is the “Project Completion Date”.)	
5	Completion of project monitoring and bill analysis	<ul style="list-style-type: none"> • Project update in format to be provided by MassCEC • 2 years of energy bill data post-Project commissioning 	[Two years after Project Completion date] (This is the expected completion. For the purposes of this agreement, the Term expires Month XX, Year.)	\$10,000 [can be \$5k for projects less than \$1 million]
	TOTAL			\$ Grant Amount

Payment Milestone Number	Payment Milestone	Deliverables to Receive Payment Milestone	Completion Date	Payment Amount
1	Project launch	<ul style="list-style-type: none"> • Signed grant agreement • Most recent 2 years of energy bill data • Kick-off call with MassCEC 	[July 2025]	Up to \$ [15% of total award] based on contracted costs by vendor(s). (If Milestone 1 is less than \$ [15% of total award] any remaining funds may be paid in a later milestone if grant payments will not exceed total project costs.)
2	Equipment ordering	<ul style="list-style-type: none"> • Budget update in format to be provided by MassCEC • Project update in format to be 	[Depends on project]	[40% of total award]

		provided by MassCEC <ul style="list-style-type: none"> • Copy of equipment order or invoice • Project narrative and plans, as available • [if applicable] Completed comprehensive school decarbonization plan 		
3	Equipment installation	<ul style="list-style-type: none"> • Project update in format to be provided by MassCEC • Pictures of installed equipment 	[Depends on project]	[35% of total award]
4	Project commissioning	<ul style="list-style-type: none"> • Budget update in format to be provided by MassCEC • Project update in format to be provided by MassCEC • Commissioning report • Debrief call with MassCEC 	[Depends on project] (This is the expected completion. For the purposes of this agreement, Month XX, Year is the “Project Completion Date”.)	[10% of total award minus final \$10k or \$5k below]
5	Completion of project monitoring and bill analysis	<ul style="list-style-type: none"> • Project update in format to be provided by MassCEC • 2 years of energy bill data post-Project commissioning 	[Two years after Project Completion date] (This is the expected completion. For the purposes of this agreement, the Term expires Month XX, Year.)	\$10,000 [or \$5k for projects less than \$1 million]
	TOTAL			\$Grant Amount

In order to receive payment, a Green School Works-specific invoicing form, or Attachment 2, must be submitted in alignment with each Deliverable or achievement of a milestone (i.e., activity).

MassCEC shall have the right at its sole discretion to allow for additional time for the completion of Milestones/Deliverables without need to amend this Agreement. If Grantee cannot satisfy a Completion Date, it shall seek MassCEC's prior written approval, email acceptable, of a later Completion Date and provide reasoning for its request. MassCEC shall approve or deny Grantee's request, email acceptable, within a reasonable time period.

The Grant funding may be combined with any other local, state, or federal incentives, and the Grantee is encouraged to do so where possible. The amount of MassCEC's Grant payments will not exceed total Project costs. For the purpose of this section, total Project costs shall include the total Project budget, less all other available incentives, including any state or federal rebates, subsidies, and tax incentives, discounted to present value where necessary. If the originally awarded Grant amount exceeds total Project costs, the amount payable under the Grant will be reduced to total Project costs. MassCEC will evaluate these situations on a case-by-case basis and reserves the right to reduce any Grant payment projected to exceed total Project costs by an amount sufficient to prevent the excess.

Attachment 2— Expenditure Certification

For submission with Grantee's invoice

Grantee Contact and Project Financing Information	
School Name	
Grantee Contact Name, Title	
Contract #	[GG-XXXX-XXXXX]
Company/Organization	
Payment Milestone # and Name	
Grant Installment Amount Requested	

This Certification is subject to the Agreement by and between Grantee and MassCEC. By signing below, the undersigned certifies that:

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

By: _____
(Signature of Authorized Representative)

Name _____
Title _____
Date _____

Attachment 3 – ACH Enrollment Form
Please submit completed form to AP@masscec.com

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

Part II: Account Holder Information
Account Holder Legal Name
dba Name
Legal Address
Number, Street, Apartment/Suite Number
City, State, Zip Code
Account Holder Tax Identification Number
Employer Identification Number (EIN) Social Security Number (SSN)

Part III: Financial Institution Information		
Financial Institution Name		
Routing Number	Account Number	Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings
If this is an Enrollment Modification, you must include your old financial institution information or your request will be returned.		
Old Financial Institution Name		
Old Routing Number	Old Account Number	Old Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings

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

Part V: Authorization
By signing below, I hereby certify that the account(s) indicated on this form is under my direct control and access; therefore, I authorize the Massachusetts Clean Energy Center to initiate, change, or cancel credit entries to the account(s) as indicated on this form.
For ACH debits consistent with the International ACH Transaction (IAT) rules check one:
<input type="checkbox"/> 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