MASS
CLEAN ENERGY CENTER

Request for Proposals:
Climatetech Testing & Demonstration Assets
RFP FY2027 TDA

Date of Issue:
Tues. July 28, 2026

Concept Papers Due:
Fri. September 04, 2026 at 11:59 PM ET

Full Applications Due:
Fri November 13, 2026 at 11:59 PM ET

All proposals must be submitted to:
masscec.submittable.com

Anticipated Time Commitment

The application has two (2) competitive phases: a Concept Paper and a Full Application:

- A **Concept Paper** (due Fri. September 4, 2026 at 11:59 PM ET) and high-level budget may take up to *two (2) weeks* to prepare once your project concept is identified and internal buy-in is secured.
- A **Full Application** (due Fri. November 13, 2026 at 11:59 PM ET) requires a *significant amount of time* to gather vendor quotes, Letters of Interest, cost share commitments, a bibliography, and a complete budget. Plan ahead for third-party documentation.

I. SUMMARY

The Massachusetts Clean Energy Technology Center ("MassCEC") is issuing this Request for Proposals ("RFP") to solicit responses from qualified applicants ("Applicants") for the Climatetech Testing & Demonstration Assets Program ("TDA" or "Program").

TDA provides capital grants between $1M - $5M to Massachusetts-based Entrepreneur Support Organizations ("ESOs")—such as startup incubators, core facilities, and testbeds—to build the shared equipment, facilities, and real-world testing environments Climatetech companies need to prove their technologies work and bring them to market.

TDA is funded through state general obligation bonds authorized under the Mass Leads Act (2024).[1] Because this is a public investment, every grant must deliver a clear, sustained public benefit by strengthening the state's Climatetech sector to create jobs and advance Massachusetts' climate goals.

At a Glance	
Award Size	$1M - $5M (capital expenses only)
Concept Papers Due	Fri. September 4, 2026 at 11:59 PM ET
Full Applications Due	Fri. November 13, 2026 at 11:59 PM ET
Eligible Applicants Section IV (p. 7)	Massachusetts registered nonprofits, public/nonprofit universities, or public agencies with at least five (5) years of operating history.
Eligible Projects Section IV (p. 7)	Projects that support the testing and validation of Climatetech at Technology

[1] https://malegislature.gov/Laws/SessionLaws/Acts/2024/Chapter238

	Readiness Level ("TRL")[2] five (5) or higher (i.e. technologies that have been validated beyond the lab and are ready for real-world testing). Projects must be: • Commissioned within 1-3 years of grant execution • Built for a useful life of 10+ years • Shared and Publicly Accessible (e.g., online booking, fee-for-use, fee-for-service)
Eligible Costs Section V (p. 10)	Capital expenses only. **Costs must be incurred after the execution of a Grant Agreement and will be reimbursed by MassCEC.**
Cost Share Requirement Section V (p. 10)	Minimum 25% (≥20% cash); waivers available
How to Apply Section VII (p. 14)	masscec.submittable.com
Program Frequency	Once per year as funding is available

EXAMPLE PROJECTS

Climatetech (defined in detail below) refers to technologies that reduce Greenhouse Gas ("GHG") emissions, replace or reduce reliance on non-renewable energy sources, or help communities and infrastructure adapt to climate change. Priority will be given to projects supporting:

- Renewable Energy & Grid Modernization
- High-Performance Buildings
- Clean Transportation
- Clean Manufacturing & Industry
- Sustainable Agriculture & Water
- Climate Resilience & Adaptation
- Enabling Solutions (e.g., software platforms, surveying equipment)

Previously awarded projects include:

- **Gloucester Marine Genomics Institute (Gloucester)**: ocean sensing and climatetech incubator, prioritizing eDNA monitoring and a harborside demonstration station.
- **Greentown Labs (Somerville):** pilot-scale battery manufacturing and testing facility, paired with a statewide technician program.

[2] https://www.masscec.com/masscec-funding/technology-market/trl

- **UMass Lowell (Lowell)**: climate-resilient housing testbed, including new-build and retrofit pilot sites and a specialized makerspace.
- **Worcester Polytechnic Institute (Worcester):** lab-to-pilot incubator focused on critical mineral recovery and carbon-sequestering material development.

In addition to new ideas, MassCEC is interested in projects that complement, rather than duplicate, the first round of TDA awardees. MassCEC is especially interested in projects that reflect regional strengths identified in the *Massachusetts Climatetech Economic Development Strategy and Implementation Plan (2025, p. 29 - 31).*[3]

ATTACHMENTS

- Attachment 1 – Authorized Applicant's Signature and Acceptance Form
- Attachment 2 – Concept Paper (submitted via Submittable)
- Attachment 3 – Full Application (if invited to submit, submitted via Submittable)
- Attachment 4 – Project Budget Template
- Attachment 5 – Sample Agreement

DEFINITIONS

For this RFP, the following terms are defined and used throughout:

- "Climatetech" is defined by the following statutory language, and "Climatetech Startups" are early-stage companies actively developing, commercializing, and deploying these technologies:
    - "…advanced and applied technologies that significantly reduce or eliminate the use of energy from non-renewable sources including, but not limited to: (i) energy efficiency; (ii) demand response; (iii) energy conservation; or (iv) technologies powered, in whole or in part, by the sun, wind, water, geothermal energy, including networked geothermal and deep geothermal energy, hydrogen produced by non-fossil fuel sources and methods, alcohol, fuel cells, fusion energy, nuclear fission or any other renewable, nondepletable or recyclable fuel…"
    - "…advanced and applied research in new clean energy technologies including: (i) solar photovoltaic; (ii) solar thermal; (iii) wind power; (iv) geothermal energy, including networked geothermal and deep geothermal energy; (v) wave and tidal energy; (vi) advanced hydropower; (vii) energy transmission and distribution; (viii) energy storage; (ix) renewable biofuels, including ethanol, biodiesel and advanced biofuels; (x) renewable, biodegradable chemicals; (xi) advanced thermal-to-energy conversion; (xii) fusion energy; (xiii) hydrogen produced by non-fossil fuel sources and methods; (xiv) carbon capture and sequestration; (xv) energy monitoring; (xvi) green building materials; (xvii) energy efficiency; (xviii)

[3] https://www.masscec.com/sites/default/files/documents/Massachusetts_Climatetech_EconDev_Strategy_2025.pdf

energy-efficient lighting; (xix) gasification and conversion of gas to liquid fuels; (xx) industrial energy efficiency; (xxi) demand-side management; and (xxii) fuel cells; and (xxiv) nuclear fission; provided, however, that 'clean energy research' shall not include advanced and applied research in coal, oil, natural gas…"
    - "…and any other advanced and applied technologies that contribute to the decarbonization of the economy, reduce and mitigate greenhouse gas emissions or mitigate the impact of climate change through adaptation, resiliency, and environmental sustainability."
    - Source: M.G.L. c. 23J § 1 as amended pursuant to Chapter 179 of the Acts of 2022 "An Act Driving Clean Energy and Offshore Wind", Chapter 238 of the Acts of 2024 "An Act Relative to Strengthening Massachusetts' Economic Leadership" , and Chapter 239 of the Acts of 2024 "An Act Promoting a Clean Energy Grid, Advancing Equity and Protecting Ratepayers".
    - Note: Technologies related to coal, oil, woody biomass, or natural gas (except in fuel cells) will not be considered Climatetech under this RFP.
- "Co-Applicant": an organization that is formally partnering with a Lead Applicant on a TDA proposal.
- "Headquarters/ed": the primary physical location where the ESO's leadership and administrative operations are based.
- "Lead Applicant": the ESO that submits the application, serves as fiscal agent, and executes the Grant Agreement.
- "Public Benefit Site": defined as an ESO that is physically located in a Gateway City[4] or Burdened Area.[5]
- "Publicly Accessible": funded assets made available to internal and external researchers, startups, and industry partners under a core services model (e.g., fee-for-use, fee-for-service). Must be listed on the ESO's website and, for individual equipment >$30k, on MassCEC's public equipment database.
- "Useful Life": the period a funded assets is expected to remain functional. All TDA-funded assets must have a minimum useful life of 10 years.

II. ABOUT MASSCEC

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

[4] https://www.mass.gov/doc/gatewaycitiesdocx/download

[5] https://storymaps.arcgis.com/stories/536e0efba7a64103aa0055f1f98a26c3

III. PROGRAM GOALS AND DESCRIPTION

PROGRAM CONTEXT

Climate change poses an economic and humanitarian crisis. A collapse of key ecosystem services (pollination, fisheries, forests) could shrink global GDP by $2.7 trillion by 2030. By 2050, it could cause 250,000 additional deaths per year by exacerbating malnutrition, disease, and heat stress.[6]

Transitioning to a decarbonized economy represents a market and philanthropic opportunity. Reaching net zero in GHG emissions could increase global GDP by 7% compared to current policies, with savings from avoided damages greatly outweighing investment costs.[7] But, 34% of the emissions reductions needed will depend on technologies that are not yet commercially available.[8] Closing this gap requires substantial investment in the innovation ecosystem and infrastructure that moves promising climatetech solutions from lab to market, and represents a market opportunity for Massachusetts.

Massachusetts is positioned to help close the gap. The Commonwealth's *Clean Energy and Climate Plan for 2050*[9] outlines strategies to decarbonize key sectors—such as power, buildings, and transportation—while advancing workforce development and an equitable economic transition. The *Mass Leads Act* (2024)[10], a $3.5 billion economic development bill, builds on these goals by establishing programs to attract and scale climatetech businesses statewide.

TDA is MassCEC's a capital grant program under the Mass Leads Act, funded through the Act's $1 billion, 10-year Climatetech initiative to "advance climatetech research and development, innovation, manufacturing, commercialization, and deployment in the state."[11] The program aims to strengthen the Commonwealth's climatetech innovation ecosystem, improve commercialization rates, and secure long-term economic growth. It is aligned with the *Massachusetts Climatetech Economic Development Strategy and Implementation Plan (2025),*[12] developed jointly by MassCEC and the Executive Office of Economic Development.

PROGRAM GOALS

1. **Address Climate and Energy Challenges:** address key climate and energy challenges as directed by the *Clean Energy and Climate Plan for 2050*, while delivering cost-savings to Massachusetts ratepayers.[13]

[6] https://www.un.org/en/climatechange/climate-fast-facts
[7] https://www.un.org/en/climatechange/climate-fast-facts
[8] https://www.masscec.com/sites/default/files/documents/Massachusetts_Climatetech_EconDev_Strategy_2025.pdf
[9] https://www.mass.gov/info-details/massachusetts-clean-energy-and-climate-plan-for-2050
[10] https://malegislature.gov/Laws/SessionLaws/Acts/2024/Chapter238
[11] https://malegislature.gov/Laws/SessionLaws/Acts/2024/Chapter238
[12] https://www.masscec.com/sites/default/files/documents/Massachusetts_Climatetech_EconDev_Strategy_2025.pdf
[13] https://www.mass.gov/info-details/massachusetts-clean-energy-and-climate-plan-for-2050

2. **Advance Climatetech Commercialization**: accelerate commercialization of early-stage Climatetech by providing access to shared testing and demonstration infrastructure.
3. **Drive Economic Growth and Job Creation:** position Massachusetts as a global leader in climatetech innovation and manufacturing, creating high-quality jobs across the Commonwealth.
4. **Attract and Retain Climatetech Talent and Investment:** strengthen ESOs' capacity to deliver programming, technical assistance, and infrastructure that Climatetech startups need to grow and scale in Massachusetts.
5. **Promote Equitable Economic Growth:** broaden access to Climatetech equipment, infrastructure, and careers to individuals or communities from Gateway Cities or Burdened Areas.

EQUITY IN, EQUITY OUT

TDA uses an "Equity In, Equity Out" framework to guide outreach and project design.

- **Equity In**: attracting a diverse pool of applicants. MassCEC will conduct targeted outreach in Gateway Cities and Burdened Areas, host pre-RFP office hours, offer cost share waivers, and accept collaborative applications.
- **Equity Out**: supporting equity-led solutions. Applicants are encouraged to serve startups led by founders from diverse backgrounds (including varied professional experience, education, language, income, and disability status); direct climate resilience, clean energy, and Climatetech career benefits to Gateway Cities and Burdened Areas; and engage communities meaningfully throughout the project.

IV. ELIGIBILITY

LEAD APPLICANT ELIGIBILITY

Lead Applicants must meet all the following criteria:

1. Registered to do business in Massachusetts with a physical location in the Commonwealth.
2. Registered as a Massachusetts:
    a. Nonprofit;
    b. Public or Nonprofit University; or
    c. Public Agency
3. In continuous operation for at least five (5) years (established on or before July 1, 2021).
4. Sustainable organizational model with a credible business plan and diversified long-term revenue.

5. Experienced management team with capacity to manage capital projects (directly or through qualified partners).
6. Track record of supporting Massachusetts-based Climatetech startups.

Each Applicant may submit multiple Concept Papers per round but may receive only one award (e.g., if both of University ABC's Concept Papers—one from its Agriculture department and the other from its Electrical Engineering department—score highly, only one will be invited to submit a Full Application).

Previous MassCEC Ocean Innovation Network (OIN) or TDA awardees remain eligible. Given TDA's competitive nature, MassCEC will closely review the proposed impact, scope, and justification for additional funding.

CO-APPLICANT ELIGIBILITY

TDA accepts application from a Lead Applicant partnering with one or more Co-Applicants for shared placement, programming for, and/or operation of the equipment and infrastructure. Collaborative applications must meet the following requirements:

- Lead Applicant must independently meet all Applicant Eligibility requirements and will serve as primary fiscal agent for the grant, and assumes overall responsibility for grant execution, reporting, and compliance.
- Co-Applicants must meet Applicant Eligibility requirements 1 – 5. Each must sign an MOU describing their role, resources, governance, and access arrangements.
- If funded assets will be installed at a public agency, that public agency must be the Lead Applicant (e.g., if a nonprofit and a public agency partner to install equipment at the public agency's testing center, the public agency—not the nonprofit—must apply as the Lead Applicant. Likewise, if a public university and a public agency partner to install equipment at the public agency's site, the public agency—not the research institution—must be the Lead Applicant).
- Co-Applicants can contribute to the cost share requirement (see Section IX).

PROJECT ELIGIBILITY

MassCEC prioritizes capital projects that will support the testing and validation of Climatetech at TRL five (5) or higher (i.e., technologies that have been validated beyond the lab and are ready for real-world testing).

Climatetech (defined in Section I) refers to technologies that reduce GHG emissions, replace or reduce reliance on non-renewable energy sources, or help communities and infrastructure adapt to climate change. Priority will be given to projects supporting:

1. **Renewable Energy & Grid Modernization**: increasing renewable energy generation and modernizing the grid.
2. **High-Performance Buildings**: improving energy and heating efficiency, transitioning to renewable sources, and implementing sustainable construction practices/materials.
3. **Clean Transportation**: transitioning to zero-emissions vehicles, enhancing public transit, and promoting alternative fuel options.
4. **Clean Manufacturing & Industry**: adopting carbon reducing technologies and processes, sustainable production practices through a circular economy, and carbon capture related technologies.
5. **Sustainable Agriculture & Water**: adopting sustainable farming and forest management practices and leveraging nature-based solutions.
6. **Climate Resilience & Adaptation**: implementing climate-smart planning, strengthening infrastructure, and promoting nature-based solutions to reduce vulnerability to climate change.
7. **Enabling Solutions**: utilizing software/hardware that enables the mitigation of emissions and/or furtherance of adaptation and resilience solutions (i.e., platforms, marketplaces, surveying solutions, etc.).

Applicants must demonstrate that the funded project will be:

- Commissioned within 1-3 years
- Built for a useful life of 10+ years
- Shared and Publicly Accessible
    - "Publicly Accessible": funded assets made available to internal and external researchers, startups, and industry partners under a core services model (e.g., fee-for-use, fee-for-service). Must be listed on the ESO's website and, for individual equipment >$30k, on MassCEC's public equipment database.
- Matched by a minimum 25% applicant cost share (≥20% cash, remainder in-kind). Described in detail in Section V
- A source of clear, sustained public benefit (described below)

As mentioned in Section I, MassCEC is interested in new projects and projects that complement, rather than duplicate, the first round of TDA awardees.[14] MassCEC is especially interested in projects that reflect regional strengths identified in the *Massachusetts Climatetech Economic Development Strategy and Implementation Plan (2025, p. 29 - 31).*[15]

PUBLIC BENEFIT REQUIREMENTS

[14] masscec.com/press/healey-driscoll-administration-invests-18-million-accelerate-climatetech-startups-and
[15] https://www.masscec.com/sites/default/files/documents/Massachusetts_Climatetech_EconDev_Strategy_2025.pdf

TDA is funded through state general obligation bonds, authorized under the Mass Leads Act (2024).[16] Because this is a public investment, every grant must deliver a clear, sustained public benefit.

Proposals must articulate how the project advances the program goals outlined in Section III. In addition, as part of the Concept Paper and Full Application, applicants will project specific, quantifiable impact metrics for:

- Near-term projected impact (Years 1-5), quantified by metrics such as startups supported, pilots initiated, jobs created, square footage added, and equipment utilization.
- Long-term projected impact (Years 6-15) demonstrating sustained contribution to Climatetech commercialization, ecosystem capacity, and economic growth in Massachusetts.

V. BUDGET

ELIGIBLE EXPENSES

All eligible costs must be capital expenses, including the purchase, construction, or permanent installation of equipment or infrastructure. **Costs must be incurred after the execution of a Grant Agreement and will be reimbursed by MassCEC.** Applicants must have an effective bridge financing plan to cover costs between procurement and reimbursement by MassCEC.

Operating expenses ("OpEx"), including salaries or wages of grantee staff, are not eligible for funding. Support for OpEx is available through MassCEC's Innovation Ecosystem Program (IEP): masscec.com/program/innovation-ecosystem-program-iep.

Budget Category	Description	Reimbursable
Capital Expenses		
Infrastructure & Equipment	Equipment, digital infrastructure, permanent installations. *e.g., environmental chambers, grid emulators, CNC machines, laser cutters, desks, reinforced flooring, permanently installed utilities*	✅ Eligible

[16] https://malegislature.gov/Laws/SessionLaws/Acts/2024/Chapter238

Capital Labor	ESO's Staff salaries/wages for capitalizable work (routine site maintenance, installation, etc.)	❌ Not eligible
Capital Labor Fringe	Benefits related to capital labor.	❌ Not eligible
Capital Subcontractors/Consultants	Third-party installation, engineering, and construction services needed to install equipment, including subcontractor indirect costs included in the hourly rates for actual project hours worked.	✅ Eligible
Other Capital Materials and Costs	Permanent building and installation materials (e.g., structural steel, concrete, conduit, wiring, permanent piping). And capitalized software. [17]	✅ Eligible
Capital Overhead/Indirect Costs	Allocated indirect costs on capital expenditures.	❌ Not eligible
Operating Expenses		
Direct Labor	Salaries and wages of staff engaged in non-capitalizable tasks, such as project management, administrative work, grant reporting, etc.	❌ Not eligible
Direct Labor Fringe	Benefits related to direct labor costs.	❌ Not eligible
Subcontractors/Consultants	Subcontractors or consultants performing non-	❌ Not eligible

[17] All software supported by TDA must be integrated in the operation of the funded equipment or infrastructure, or be necessary for the generation of high-quality data from the equipment. Only perpetual or long-term licenses qualify—not Software as a Service (SaaS) subscriptions.

	capitalizable tasks, such as project execution, evaluation, outreach, etc.	
Direct Materials	Office supplies, or software not directly tied to asset creation.	❌ Not eligible
Other Direct Costs	Expenses necessary for project execution that do not fit the above categories (travel costs, conferences, etc.).	❌ Not eligible
General & Administrative Expense/Overhead	Organization-wide costs not directly attributable to the project, such as executive leadership, rent, utilities, etc.	❌ Not eligible

COST SHARE

TDA grants cover up to 75% of total project costs. Applicants must provide a minimum 25% cost share (≥ 20% cash, remainder in-kind).

Cost share is the portion of total project costs covered by the applicant (or their partners) rather than MassCEC. Any of the budget categories above—whether eligible for reimbursement or not—can count toward cost share as either:

- Cash: Actual dollars spent on the project (e.g., applicant funds, third-party contributions, other grants).
- In-kind: The fair-market value of non-cash contributions (e.g., donated equipment, volunteer labor, discounted services).

Applicants will document their cost share in the Project Budget Template (Attachment 4) submitted with their application.

COST SHARE WAIVERS

MassCEC may reduce or waive the cost share requirement on a case-by-case basis to ensure equitable access. MassCEC will evaluate requests and may approve a reduction (e.g., up to 10%

cost share required). Any reduction will be approved at MassCEC's discretion. The following criteria may be taken into consideration:

- The proposed project is physically located and serves communities in Gateway Cities[18] or Burdened Areas (e.g., more than 50% of projected users come from these communities).[19]
- The project delivers exceptional public benefit—such as filling a geographic gap in Climatetech infrastructure, or targeting a critically underserved Climatetech sector—that would not be achievable with the standard cost share.
- The available resources of the Applicant.

Full waivers will not be given. Applicants may request a waiver by submitting it with their Concept Paper. Waiver requests do not affect an application's competitiveness.

VI. ESTIMATED TIMELINE

This timeline is subject to change at MassCEC's discretion. Applicants are encouraged to check MassCEC's TDA website (masscec.com/program/climatetech-testing-and-demonstration-assets) frequently for updates to the schedule.

Process Step	Date
RFP Release	Tuesday, July 28, 2026
Informational Webinar	Thursday, August 6, 2026 at 12 PM ET (register)
Office Hours	Thursday, August 13, 2026 at 12 PM ET (register)
	Thursday, August 20, 2026 at 12 PM ET (register)
Questions Due	Tuesday, August 25, 2026, by 11:59 PM ET
Questions and Answers posted to MassCEC's Website	Rolling. Final questions posted Friday August 28, 2026
Concept Papers Due	Friday, September 4, 2026 at 11:59 PM ET
Invitation to Submit Full Application	Friday, September 25, 2026
Full Application Due	Friday, November 13, 2026 at 11:59 PM ET
Finalist Interviews (as applicable)	Wednesday, December 9, 2026 – Wednesday, December 23, 2026
Notification of Awards	Est. Early Spring 2027
Contracting Concludes/Projects Begin	Est. Spring 2027

[18] https://www.mass.gov/doc/gatewaycitiesdocx/download

[19] https://storymaps.arcgis.com/stories/536e0efba7a64103aa0055f1f98a26c3

QUESTIONS

Questions regarding this RFP must be emailed to innovationecosystem@masscec.com with the subject line "Questions – RFP TDA FY27" by Tuesday, August 25, 2026 by 11:50 PM ET.

Responses to all questions will be posted on or before Friday, August 28, 2026 to MassCEC's TDA website.

VII. HOW TO APPLY

TDA uses a two-phase application process. All submissions are made through Submittable: masscec.submittable.com.

Phase	Who Submits	Deadline
Concept Paper	All applicants	Friday, September 4, 2026 at 11:59 PM ET
Full Application	Invited finalists only	Friday, November 13, 2026 at 11:59 PM ET

Under no circumstances will MassCEC accept responses past the deadline. For technical issues with Submittable, email innovationecosystem@masscec.com.

CONCEPT PAPER

The Concept Paper allows MassCEC to assess project fit and alignment with program goals before inviting applicants to invest in a Full Application.

What you'll submit (full instructions in Submittable):

1. Concept Paper, completed in Submittable (see Attachment 2 for a preview)
2. W-9 Form (official IRS form)
3. Resumés/CVs from project leads and key personnel
4. Most recent fiscal/calendar year financial statements (2025 or later)
5. Project Budget Template (Attachment 4)
6. Cost share waiver, if applicable
7. Authorized Applicant's Signature and Acceptance Form (Attachment 1)

MassCEC will notify all Lead Applicants of their status after the Concept Paper review phase.

FULL APPLICATION

The Full Application is a detailed proposal that allows MassCEC to evaluate project feasibility, a complete and realistic budget, partner commitments, and public benefit.

What you'll submit (full instructions in Submittable):

1. Full Application, completed in Submittable (see Attachment 3 for a preview)
2. Resumés/CVS from project leads and key personnel
3. Most recent fiscal/calendar year financial statements (2025 or later)
4. Project Budget Template (Attachment 4)
5. Authorized Applicant's Signature and Acceptance Form (Attachment 1)
6. Signed MOU(s) from each Co-Applicant (if applicable)
7. Letters of Interest from 5-10 potential users (startups, researchers, and/or industry partners)
8. Itemized vendor quotes for equipment over $100,000
9. Cost Share Commitment Letters from each funding source
10. Letters of Support from key stakeholders
11. Bibliography/References
12. Red-lined Sample Agreement (Attachment 5)

COMMITMENT TO EQUITY

(Optional, full instructions in Submittable) Please describe your organization commitment to inclusive practices that promote fair access and equitable impact, both internally at your organization and in your external work. If available, please provide or link to any relevant materials (e.g., organization guidance documents, mission/vision statements, etc.). You may also include brief examples of initiatives, projects, or other work that demonstrate this commitment.

GENERATIVE AI DISCLOSURE

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

VIII. SELECTION CRITERIA

Concept Papers and Full Applications will be evaluated based on the following criteria. MassCEC reserves the right to consider other relevant factors it deems appropriate.

Selection Criteria 100 points total	**Details**
Evidence of Success 10 points	• Relevant experience, programming, or facilities to Climatetech startups and researchers. • Current Climatetech membership or user base is quantified, and MA-based startups represent at least half of the ESO's total active membership/usage. • Track record of measurable success (e.g., follow-on capital raised by member startups, jobs supported, patents filed, prototypes or pilots completed). Earlier-stage organizations may demonstrate community impact, partnerships, or programs showing a credible trajectory of growth.
Justification of Need 15 points	• Technical details of proposed assets (manufacturer, model, specifications) and intended use. • Clear identification of the market demand through credible evidence (e.g., industry trends, market analysis, geographic or demographic access gaps), including why it cannot be addressed through existing resources. • Demonstrated demand through a minimum of 5 – 10 signed Letters of Interest from startups or researchers, specifying use cases and anticipated frequency of use.
Infrastructure Development Plan 20 points	• Qualified project lead(s)—and co-applicants (if applicable)—with relevant experience managing comparable capital projects. • Coherence and feasibility of the infrastructure plan, including procurement timeline, itemized vendor quotes, installation/construction milestones, and projected completion date. • Identification of key risks to project delivery and a credible mitigation strategy for each.
Programming, Access, & Operations 15 points	• Well-defined programming tied to the proposed infrastructure (e.g., onboarding, training, accelerators) and clear methods for evaluating participant/user outcomes. • Documented plan for shared use and public access, including scheduling, usage policies, fee structures, and specific strategies for recruiting individuals facing access barriers and communities in Gateway Cities and Burdened Areas.

	• Realistic and staffed operations and maintenance plan, with named personnel responsible for safe operations, user training, and routine maintenance over the asset's useful life.
Project Budget 15 points	• Financial standing of the organization including most recent calendar or fiscal year financial statements and revenue sources, demonstrating stability appropriate to the scale of the Project. • Complete and realistic project budget, with cost share meeting or exceeding the 25% minimum (20% cash) or waiver-approved amount, supported by signed commitment letters. • Clear bridge financing to cover project expenses prior to reimbursement. • Specific and credible post-installation revenue and cost projections (Years 1 – 5), justifying asset's financial sustainability beyond the grant period. •
Anticipated Impact & Public Benefit 15 points	• Alignment with TDA's program goals and priority Climatetech sectors (Section III) • Near-term projected impact (Years 1-5), quantified by metrics such as startups supported, pilots initiated, jobs created, square footage added, and equipment utilization. • Long-term projected impact (Years 6-15) demonstrating sustained contribution to Climatetech commercialization, ecosystem capacity, and economic growth in Massachusetts. • Specific and actionable equity strategy describing how the project will serve Gateway Cities and communities in Burdened Areas, and broaden access to Climatetech careers, and attract new innovators to Massachusetts.
Relevance to the Innovation Ecosystem 10 points	• Degree to which the proposed asset fills a unique or underserved niche in the current Massachusetts Climatetech innovation ecosystem. • Potential to catalyze broader ecosystem activity, such as attracting new companies, or unlocking follow-on investment.
Public Benefit Site Up to 5 additional points	• +3 = ESO is headquartered in a Public Benefit Site (as defined in Section I). • +5 = ESO is headquartered in and the Project's in-person startup programming takes place in a Public Benefit Site.

IX. SCOPE OF WORK

Grantees must complete the following during the three (3) year grant period. Full terms are provided in the Sample Agreement (Attachment 5).

- **Reimbursement**: submit reimbursement requests via Submittable, no more than once per month and within three (3) months of a vendor's invoice date. Multiple invoices will be submitted in batch. MassCEC will issue payment within forty-five (45) days after approval.
- **Public Availability:** funded assets must be made available to internal and external researchers, startups, and industry partners under a core services model (e.g., fee-for-use, fee-for-service). Must list assets on the ESO's website and, for individual equipment >$30k, on MassCEC's public equipment database.
- **Bi-Annual Progress Reports:** due July 15 and January 15 during the grant period.
- **Commissioning and Inspection:** Grantee shall submit a Certificate of Occupancy (or equivalent final inspection sign-off) and dated photos of the completed installation at Project close-out.
- **Annual Post Progress Reports:** due July 30 each year for a minimum of five (5) years after the grant period.
- **Branding & Engagement:**
    - Display MassCEC's logo on funded equipment and key communications (website, print, social media).
    - Provide MassCEC with speaking opportunities, event access, and the option to host office hours with member companies.

X. CONTACT INFORMATION FOR QUESTIONS

Questions regarding this RFP must be emailed to innovationecosystem@masscec.com with the subject line "Questions – RFP TDA FY27" by Tuesday, August 25, 2026 by 11:59 PM ET.

XI. GENERAL REQUEST FOR PROPOSALS CONDITIONS

NOTICE OF PUBLIC DISCLOSURE

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

confidential information is submitted as part of the application and not clearly marked as confidential, such information may be made publicly available by MassCEC without further notice to the Applicant.

DISCLAIMER, WAIVER AUTHORITY, OTHER PROVISIONS

This RFP does not commit MassCEC to award any funds, pay any costs incurred in preparing a response to this RFP, or procure or contract for services or supplies. MassCEC reserves the right to accept or reject any or all applications received, waive minor irregularities in submittal requirements, modify the anticipated timeline, request modification of the application, negotiate with all qualified Applicants, cancel or modify the RFP in part or in its entirety, or change the application guidelines or requirements, when it is in MassCEC's best interests. No individual other than the contacts identified in this RFP is authorized to provide information or respond to questions concerning this RFP.

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

Applicant's response to this RFP shall be treated by MassCEC as an accurate statement of Applicant's capabilities and experience. If any statement contained in Applicant's response proves to be inaccurate, such inaccuracy shall constitute sufficient cause for rejection of the response or termination of any resulting contract.

CONTRACT REQUIREMENTS

Upon MassCEC's authorization to proceed with the proposal, MassCEC and the awarded applicant(s) will execute a contract, substantially in the form of the template agreement attached hereto as Attachment 5 which will set forth the respective roles and responsibilities of the parties. The awarded applicant(s) will be expected to execute a contract within 120 days of notification of award. If the contract is not executed within 120 days of the award notification, MassCEC reserves the right to rescind the award.

ATTACHMENT 1: AUTHORIZED APPLICANT'S SIGNATURE AND ACCEPTANCE FORM

RFP FY2027 TDA (the "RFP")

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

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

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

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

Applicant: _____

(Printed Name of Applicant)

By: _____

(Signature of Applicant or Authorized Representative)

Title: _____

Date: _____

ATTACHMENT 2: CONCEPT PAPER

Open calls for Concept Papers will be found at masscec.submittable.com/submit. If you have trouble accessing Submittable, email us at innovationecosystem@masscec.com.

An example Concept Paper application is attached hereto as a PDF.

ATTACHMENT 3: FULL APPLICATION

Finalists will be invited to submit a Full Application on masscec.submittable.com/submit. If you have trouble accessing Submittable, email us at innovationecosystem@masscec.com.

An example Full Application is attached hereto as a PDF.

ATTACHMENT 4: PROJECT BUDGET TEMPLATE

The Project Budget Template is attached hereto as Attachment 4 as a Microsoft Excel file and is incorporated by reference as part of this RFP.

ATTACHMENT 5: SAMPLE AGREEMENT

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 [include brief description i.e. "a Massachusetts nonprofit organization"] 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, pursuant to Section 2 of Chapter 238 of the Acts of 2024, entitled "An Act Relative to Strengthening Massachusetts Economic Leadership", capital dollars are provided to the Climatetech Investment Fund at MassCEC for the purpose of to promoting job creation, economic development and workforce development through capital grants in order to support and stimulate research and development, innovation, manufacturing, commercialization and deployment of climatetech technologies in Massachusetts;

WHEREAS, Grantee submitted an application for [insert project title and clearly define the project] ("Project"), which is consistent with the statutory purpose stated above; and

WHEREAS, Grantee understands that the Grant (defined below) is funded using capital dollars and therefore may only be used to purchase the capital assets for the Project and is subject to other restrictions set forth in this Agreement;

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 and Project Budget.

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.

SAMPLE

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.

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*.

i. MassCEC shall provide Grant funds to Grantee following receipt of a written request for payment or reimbursement of Grant Expenditures (as defined below) from Grantee substantially in a Reimbursement Certification and Form Request (Attachment 3) at a frequency of no more than one (1) request per month, and no more than three (3) months post-invoicing by the vendor. Each Reimbursement Certification and Form shall include a listing of the invoices by budget category (i.e., Equipment above $30,000, Equipment below $30,000 and all infrastructure costs, Capital subcontractors and consultants, and other capital materials and costs), and copies of the invoices for each of the amounts requisitioned. **Grantee shall include the contract ID GG-XXXX-XXXXX on invoice documentation provided to MassCEC.**
ii. For the final Reimbursement Certification and Form of any given state fiscal year ending June 30, the payment request must be received by MassCEC within fifteen (15) days after the end of each fiscal year.
iii. MassCEC will pay Grant funds to Grantee within forty-five (45) days of receipt of the Reimbursement Certification and Form Request, an invoice describing the work performed with Grant funds during the invoice period, receipt of a completed and signed Cost Share and Expenditure Certification (Attachment 2), compliance with Public Availability requirements (Attachment 1), and submission of all required Bi-Annual Progress Reports and/or Annual Post-Progress Reports to date (Attachment 4).

SAMPLE

iv. Grantee shall enroll in MassCEC's Automated Clearinghouse ("ACH") system to receive payment (instructions to be provided by the Grantor Project Manager). 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. *Grant Expenditures.*

i. Grantee represents and warrants that all grant expenditures ("Grant Expenditures") are capital costs, are considered actual capital costs under Generally Accepted Accounting Principles ("GAAP"), and are capitalized as such on Grantee's books. All Grant Expenditures must be in the performance of the Project Scope of Work and specified on a line item of the Project Budget, as follows:
    1. Capitalized Equipment, Land with existing Facilities, and Buildings: capital assets purchased in accordance with the Project Budget;
    2. Capitalized Subcontractors/Consultants: capital services provided by Grantee's subcontractors/consultants at the actual cost paid for project services which shall not exceed the amount set forth in the Project Budget;
    3. Capitalized Materials: the cost of capitalized materials purchased which shall not exceed the amounts set forth in the Project Budget; and
    4. Other Capitalized Costs: the cost of capital items purchased, or any other capital costs incurred which shall not exceed the amounts set forth in the Project Budget.

ii. For the avoidance of doubt, Grant Expenditures 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 non-capitalized software.

iii. All costs incurred by Grantee before the Effective Date are incurred voluntarily, at Grantee's risk and expense. Grantee shall not incur any costs to be charged against Grant funds prior to the Effective Date.

e. *Budget Adjustments.* The foregoing notwithstanding, the parties acknowledge that the costs listed in the Project Budget are estimated. Therefore, Grantee may shift funds between the line items in the Project Budget associated with each category, provided however that the aggregate amount for each category of costs as set forth in the Project Budget is not exceeded and any shift of funds constituting more than fifteen percent (15%) of the funds for pertinent line items shall require the prior written consent of the MassCEC Project Manager, which consent the MassCEC Project Manager may withhold in his or her sole discretion. Additionally, Grantee may, with the prior written permission of the MassCEC Project Manager, which permission the MassCEC Project Manager may withhold in his or her sole discretion, shift funds between each category and/or between designated fiscal years as outlined in the Project Budget. The total amount of the Project Budget shall not be increased.

f. *Project Revenues.* To the extent that Grantee receives or derives any revenues from operation of the Project, such revenues shall remain the property of Grantee. Any revenues received or derived by Grantee from the Project in excess of budgeted costs shall remain the property of Grantee.

SAMPLE

g. *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, including an assignment of receivables under this Agreement, 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

SAMPLE

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. *Cost Share.* Grantee agrees to meet and maintain a minimum [twenty-five] percent (25%) 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.

d. *Restriction on Use*. Grantee covenants and agrees that Grantee shall use all or substantially all of the Grant for the Project for the purposes of supporting and stimulating research and development, innovation, manufacturing, commercialization, and deployment of climatetech technologies in Massachusetts ("Purpose") as described in its Scope of Work (Attachment 1) and Application (Attachment 6) attached hereto. Use of the Grant for purposes other than the Purpose defined herein could result in a Change Event, as defined below.

e. *Recapture on Change Event*. For purposes of this Agreement, the following definitions shall apply:
    i. "Asset" shall mean and refer to all capital expenses reimbursed by MassCEC for the Project, as identified in Attachment 1.
    ii. "Change Event" shall mean and refer to: (A) the sale or liquidation of the Asset; (B) the voluntary destruction or demolition of all or substantially all of the Asset; (C) the use of all or substantially all of the Grant or Assets for purposes other than the Purpose defined in this Agreement; (D) any other act or omission of Grantee and their respective successors or assigns that materially impairs the use of all or substantially all of the Asset for the Purpose; (E) failure to

SAMPLE

comply with reporting obligations for Project, as well as for any other project performed by Grantee under a grant agreement with the MassCEC; (F) failure to make the Asset publicly available in accordance with the provisions of this Agreement; or (G) any transfer of the Asset or use of the Asset outside of Massachusetts.

iii. "Depreciated Grant Amount" shall mean and refer to an amount equal to the product obtained by multiplying the (A) Depreciation Rate by (B) the time elapsed between when the Asset is placed in service (defined as when the capital equipment and renovations are substantially complete) and the date on which the Change Event occurred.

iv. "Depreciated Grant Value" shall mean and refer to an amount equal to the difference obtained by subtracting (A) the Depreciated Grant Amount from (B) the Total Amount received under this Grant.

v. "Depreciation Period" shall mean and refer to ten (10) years (commencing on the Effective Date) on a straight-line basis, as defined in Grantee's accounting policies and in accordance with GAAP, which period shall be approved by Grantee's external auditors and shall be reasonably acceptable to MassCEC.

vi. "Depreciation Rate" shall mean and refer, consistent with the Depreciation Period defined above, to 10% per year, which rate shall be approved by Grantee's external auditors and shall be reasonably acceptable to MassCEC.

vii. "Total Amount received under this Grant" shall mean and refer to the total funds received from MassCEC pursuant to the Agreement; provided that such amount shall not exceed **[$Insert Grant Amount]**.

   a. Notwithstanding anything to the contrary contained herein, a Change Event may be deemed a material breach of this Agreement by Grantee, and be subject to MassCEC's termination right set forth in this Agreement.

   b. In the event of a Change Event, if caused by an act or omission of Grantee prior to expiration of the Depreciation Period, Grantee shall, within five (5) business days of the occurrence of such event, deliver written notice of such Change Event to MassCEC in accordance with the Notice section of the Agreement, which notice shall set forth in reasonable detail the facts and circumstances of such Change Event.

   c. Within twenty (20) business days of MassCEC's receipt of the notice described above, Grantee shall pay to MassCEC, by check or wire transfer, an amount equal to the Depreciated Grant Value which shall be the Depreciated Grant Value of the Grant in effect as of the date of the Change Event; unless the Change Event is a change in use as described in Section 7.i.a.ii.(C), in which case the Depreciated Grant Value shall be determined by subtracting (A) that portion of the Depreciated Grant Value associated with the change in use by (B) that portion of the Total Amount received under this Grant associated with the change in use.

   d. Upon Grantee's payment of the Depreciated Grant Value to MassCEC, the Agreement shall be terminated and MassCEC shall have no liability or other obligation with respect to the Grant, nor shall Grantee have any liability or other obligation with respect to the Grant or MassCEC.

SAMPLE

e. Grantee Liability. With regard to Grantee's liability under this Grant for the period after completion of the Project through the remainder of the Depreciation Period, in the event of the occurrence of a Change Event, Grantee shall be exclusively liable for the Depreciated Grant Value for Change Events or breaches relating to the Asset.

f. *Operating Expenses Attributable to Public Entities*. In the event that the Asset, at any point during its useful life, is used by a state entity, such as a state college or university or subdivision thereof ("State User"), Grantee represents and warrants that it shall require such State User shall pay a fair pro rata share of operating costs attributable to the State User's use of the Asset. Grantee shall develop, implement, and maintain (a) a methodology for calculating a State User's fair share of operating expenses as well as (b) a process for charging and collecting such fair share from the applicable State User.

8. Termination

a. MassCEC may terminate this Agreement at any time if Grantee has materially breached any term of the Agreement, including the occurrence of a Change Event as defined above, 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. 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 (Other Requirements), 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). For the avoidance of doubt the Restrictions on Use, Recapture on Change Event, and Operating Expenses Attributable to Public Entities provisions in Section 7 shall survive for the useful life of the Asset.

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

SAMPLE

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, produced, or embedded in or essential to the use of the Deliverables 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.

SAMPLE

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.

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.

SAMPLE

Grantee agrees and acknowledges that MassCEC shall have the right to disclose the name and address 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

SAMPLE

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

Unless Grantee is a municipality or political subdivision of the Commonwealth of Massachusetts, 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 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 either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, or in any way limit the remedies available to that Party.

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

SAMPLE

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 – Cost Share and Expenditure Certification
c. Attachment 3 – Reimbursement Certification and Form Request
d. Attachment 4 – Bi-annual Progress Report (Excel File)
e. Attachment 5 – Project Budget (Excel File)
f. Attachment 6 – Application (PDF)

[Remainder of Page Intentionally Blank]

SAMPLE

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.:

SAMPLE

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

I. Project Plan

Grantee shall provide MassCEC with and complete, as applicable, in accordance with the timeframe contemplated or specified in the Agreement, the Deliverables specified herein below and the Deliverables set forth in the Application attached as Attachment 6. The parties acknowledge that the dates listed in the schedule in the Application may only be revised with the prior written consent of the MassCEC Project Manager. The Project Managers agree to consult in good faith to resolve any differences with respect to revisions to the schedule. Any changes to the schedule approved by the MassCEC Project Manager in writing in advance shall be accepted without need for a written amendment to this Agreement; provided, however, that no such change shall extend the Term of this Agreement or materially alter the Deliverables to be provided.

II. Payment Terms (for full details, see Section 3(b)):

a. MassCEC will provide Grant funds after receiving a Reimbursement Certification and Form Request (Attachment 3):

i. Requests may be submitted no more than once (1) per month and must be submitted within three (3) months of the vendor's invoice date.

b. Final reimbursement requests for each state fiscal year (ending June 30) must be submitted within fifteen (15) days after the fiscal year ends.

c. MassCEC will issue payment within forty-five (45) days after approving the related Reimbursement Certification and Form Request.

III. Schedule and Deliverables

a. *Public Availability*. During the useful life of the funded assets, the Grantee must list the assets on its website and promote, provide, and manage access for internal and external academic researchers, climatetech startups, and industry partners. Access should follow a core services model with an appropriate agreement.

b. *Bi-Annual Progress Reports.* Grantee will provide MassCEC with a written Progress Report twice a year, by July 15th (for the period January 1 through June 30) and January 15th (for the period July 1 through December 31) on Attachment 4.

c. *Commissioning and Inspection*: Grantee shall submit a Certificate of Occupancy (or equivalent final inspection sign-off) and dated photos of the completed installation at Project close-out.

d. *Annual Post Progress Reports.* Regarding activities as of June 30 of 202X through 203X, Grantee will provide MassCEC with a written Post Progress Report (Attachment 4) by

SAMPLE

July 30th of each year.

e. *Branding and Visibility.* The Grantee shall include MassCEC's logo in the following locations:

   i. Sponsor wall
   ii. Print media
   iii. Website partner page (including a link to MassCEC's website)
   iv. Email communications
   v. Social media

f. Events and Engagements

   i. Recognition as a Premier Sponsor at all major Grantee events.
   ii. Complimentary invitations for MassCEC employees to attend Grantee events and activities, as appropriate and as space allows – including private events with entrepreneurs and media events.
   iii. Opportunities for MassCEC to host office hours with member companies.
   iv. At least two speaking opportunities per year at the Grantee events (with at least one allowing MassCEC to present on relevant topics as a stand-alone speaker or as part of a program).
   v. Opportunities to table at key events, provide signage (banner stand, tablecloth, one-pagers), and distribute literature or promotional materials.
   vi. Option to host one event per year at the Grantee's facility, subject to space and schedule availability.

SAMPLE

Attachment 2— Cost Share Expenditure Certification

For submission with Grantee's invoice

Grantee Contact and Project Financing Information	
Project Title	
Grantee Contact Name, Title	
Company/Organization	
Contract ID	
Milestone # and Name	
Grant Installment Amount Requested	
MassCEC Contract Reference Number	
IF APPLICABLE: Grantee Cost Share Amount for Milestone	
IF APPLICABLE: Cost Share Source(s)	*I.e. Investors, in-kind, labor, cash, etc. Please include names of entities contributing to each type of cost share, amounts for each*

Additional Capital Expense Documentation: Additional supporting documentation to support costs may be requested by MassCEC from time to time:

a) Equipment, Land, Buildings: copies of invoices for the purchase of construction of capital assets;
b) Other Capital Costs: all costs shall be itemized on the invoice and supported by documentation such as vendor invoices, receipts or other documentation as required by MassCEC; and
c) Other Non-Capital Match Costs: all costs shall be itemized on the invoice and supported by documentation such as vendor invoices, receipts or other documentation as required by MassCEC.

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_____

SAMPLE

Attachment 3 – Reimbursement Certification and Form Request

Login to your Submittable: masscec.submittable.com.
If you have trouble accessing Submittable, email us at innovationecosystem@masscec.com.

1. From your home dashboard, click your Submission name.
2. In the menu (Activity, Messages, Forms, Note, Awards & Payments), select Forms.
3. Under Request Forms, start a new *Reimbursement Certification and Form Request.*
4. Follow the remaining instructions.

SAMPLE

Attachment 4 – Bi-annual Progress Report

The Bi-annual Progress Report is attached hereto as Attachment 4 in Microsoft Excel format and is incorporated by reference as part of this agreement.

SAMPLE

Attachment 5 – Project Budget

The Project Budget is attached hereto as Attachment 5 in Microsoft Excel format and is incorporated by reference as part of this Agreement.

SAMPLE

Attachment 6 – Application

The Grant Application, dated [DATE], is attached hereto as Attachment 6 in PDF format and is incorporated by reference as part of this Agreement.

SAMPLE