



**Massachusetts Clean Energy Internship Program: General Terms
and Conditions for Host Employers
Fall 2026 Session**

August 31, 2026– December 11, 2026

The following general terms and conditions (as amended from time to time, the “Agreement”) are issued by the Massachusetts Clean Energy Technology Center (“MassCEC”), an independent public instrumentality of the Commonwealth of Massachusetts for the Massachusetts Clean Energy Internship Program (the “Program”). Any changes or electronic alterations to the official version of this form shall be void. By submitting an application to MassCEC for this Session (as hereinafter defined) of the Program, the Host Employer (as hereinafter defined) agrees to be bound by this Agreement. This Agreement shall become effective as of the date indicated on the Award Letter (as hereinafter defined) from MassCEC. **Notwithstanding the foregoing, the Host Employer’s acceptance of this Agreement as part of the Host Employer’s application does not entitle the Host Employer to an award for funding by MassCEC.**

1. Definitions

“Award Letter” means the award letter from MassCEC to the Host Employer (as hereinafter defined) notifying the Host Employer that it is eligible for reimbursement for its selected intern(s).

“Climatetech Employer” means an employer for which the primary business purpose and activities are substantively focused on the sale or provision of goods and services relating to “climatetech” as defined in M.G.L. c. 23J, § 1.

“Commonwealth” means the Commonwealth of Massachusetts (and its political subdivisions or agents where the context so requires).

“Control” means ownership, directly or indirectly, of more than one half of the voting power of an organization, or control of the composition of the board of directors, or other governing body of an organization, or a substantial interest in voting power and the power to direct the financial and/or operating policies of the organization, as determined by MassCEC.

“Deadline” means the Reimbursement package submission deadline of January 15, 2027.

“Gateway City” is any one of the following twenty-six (26) cities located in the Commonwealth: Attleboro; Barnstable; Brockton; Chelsea; Chicopee; Everett; Fall River; Fitchburg; Haverhill; Holyoke; Lawrence; Leominster; Lowell; Lynn; Malden; Methuen; New Bedford; Peabody; Pittsfield; Quincy; Revere; Salem; Springfield; Taunton; Westfield; and Worcester

“Employer of Record” means the legal employer or fiscal agent responsible for payroll, tax withholding, benefits, related employment compliance obligations for the Intern and the full-time staff of the Host Employer. The Employer of Record may be the Host Employer itself or, if approved by MassCEC, a third-party fiscal agent, staffing entity, professional employer organization, or other lawful employment arrangement designated by the Host Employer and MassCEC.

“Home College/University” means the college/university from which the Intern will graduate and receive their degree/certification.

“Career Navigator” means any person or organization that supports the Intern in securing an Internship with a Host Employer, including co-op coordinators, training providers, and high school or college staff.

“Intern” means the student selected by the Host Employer to participate in an Internship with the Host Employer through the Program.

“Internship” means (1) the twelve (12) week internship offered to the Intern by the Host Employer pursuant to the college internship Program or for any Intern in a training or certification program, or (2) the thirty-two (32) week internship for vocational high school co-op students.

“Construction, Installation, and Maintenance (CIM) Intern” means any student in a training and certification program involved in the design, construction, installation, manufacturing, and maintenance of clean energy projects.

“Measurement Period” means the period during the Session for each Host Employer, commencing on the Internship start date of the first placed Intern and ending on the Internship end date of the last placed Intern.

“Party” means each of MassCEC and Host Employer, and together the “Parties”.

“Program” means the Massachusetts Clean Energy Internship Program, including vocational high school co-ops and CIM internship opportunities.

“Reimbursement” means the reimbursement funds provided by MassCEC to the Host Employer for the total hours worked by the Intern(s) during the Measurement Period; provided, however, that in no event shall such reimbursement funds be in excess of: (1) Four Thousand Three Hundred and Twenty Dollars (\$4,320) for the Fall Session of the Program; or (2) eight thousand six hundred forty dollars (\$8,640) in the Measurement Period for each CIM Intern, for thirty-two

(32) weeks of work during the approved Session for employers taking on high school vocational co-op students; and (3) Eighteen Dollars per hour (\$18/hour) for each Intern during any Session of the Program.

“Related Parties” mean Host Employers having common ownership and/or management personnel, including but not limited to the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, or General Counsel. Host Employers are also considered to be Related Parties if, at any time, one Host Employer has the ability to Control the other Host Employer or exercise substantial influence over the other Host Employer in making financial and/or operating decisions.

“Session” means (1) the current session of the Program beginning on August 31, 2026 and ending on December 11, 2026 ; or (2) the current Construction, Installation and Maintenance session beginning August 31, 2026, and ending on August 31, 2027.

“Website” means the Massachusetts Clean Energy Internship Program database, accessible at the following url: <https://www.masscec.com/program/clean-energy-internship-program-employers> .

2. Code of Conduct

All Host Employers are expected to conduct any and all business affiliated with MassCEC programs in a responsible manner that fosters integrity and public confidence. This Code of Conduct applies to all employers during the application process and throughout the course of the internship:

1) Host Employers, their representatives, and agents are prohibited from:

- Engaging in fraud
- Misrepresenting position or work
- Misrepresenting information provided to MassCEC, including, but not limited to:
 - Prior employment history with the intern
 - Payment schedule for intern
- Creating safety hazards or property damage resulting from poor workmanship
- Engaging in a pattern of failing to exercise the level of skill, knowledge, and care that a competent professional in the same field would provide under similar circumstances
- Engaging in negligent activity that results in harm or damages to either an intern or MassCEC
- Taking any action to circumvent MassCEC’s system of quality control
- Refusing to honor program requirements
- Failing to maintain licenses required to conduct business in the Commonwealth of Massachusetts
- Any other unethical, illegal, or deceptive activities

Whether any action, activity or omission violates or is prohibited by this policy shall be determined by MassCEC in its sole discretion.

2) Professional Communication:

- Host employers must dedicate the required time to the intern to provide a meaningful internship in which interns are made aware of the job expectations and given adequate training for the position

MassCEC's enforcement of this Host Employer Code of Conduct can include one or more of the following actions:

- Permanent removal of the Host Employer from MassCEC programs
- Suspension from all MassCEC programs for a period of time
- Probation for a period of time
- Implementation of a corrective action plan approved by MassCEC
- Notification of violation and warning for future violations
- Rescission, voidance or termination of a contract or incentive payment
- Public disclosure of Code of Conduct violations
- Other disciplinary measures that MassCEC deems reasonable and appropriate

In determining and issuing its disciplinary actions, MassCEC will consider the severity and frequency of the infractions. MassCEC will provide written notice of any disciplinary actions. The provisions of this policy are enforceable by MassCEC at its sole discretion. MassCEC may also refer matters to the appropriate authorities for further action – such as to the Office of the Attorney General and the Office of Consumer Affairs Business Regulation.

3. Eligibility

To be eligible for the Program, a Host Employer must:

- 1) Ensure that each Internship submitted for Program participation is primarily and substantively focused on the sale or provision of goods and services relating to “climatetech”, or on “climatetech research” as each term is defined in M.G.L. c. 23J, § 1, provided that the determination of whether the Host Employer and/or internship is a “climatetech employer” shall be made by MassCEC in its sole discretion, in alignment with the definition included in Section 1 of these Terms and Conditions.
- 2) Be the same approved employer the Intern is reporting to work for the duration of the Program OR follow all other eligibility requirements but use an employer of record to perform all payroll tasks for full-time staff;
- 3) Be registered to do business in Massachusetts and in good standing with the Massachusetts Secretary of State's Office;
- 4) Have a principal office and place of business located in Massachusetts;
- 5) Provide a meaningful Internship consisting of a supervised work-based learning, skill development, and exposure to relevant technical, professional, or durable competencies.
- 6) Ensure the work assigned is lawful and suitable for the Intern, and that all compensation, employment practices, and workplace conditions comply with applicable law and Program requirements.

- 7) Be solely responsible for setting and communicating the terms of employment with the Intern, except to the extent MassCEC requires use of a Program-approved offer process or form.
- 8) Agree to compensate Intern(s) for any time worked over the course of the Internship, including overtime as applicable;
- 9) Not have received any citations from the Occupational Safety and Health Association (OSHA) for serious safety violations that were affirmed within the preceding five (5) years;
- 10) Demonstrate that its organization is not an academic or government entity; and
- 11) Be in good standing with MassCEC, including compliance with the MassCEC Internship Program Host Employer Code of Conduct, and submitting all paperwork relating to any Internship(s), including the mandatory final survey, signed offer letters, and any associated attachments.

4. Employment and Location:

- a. This Agreement does not establish the relationship of a partnership, employment relationship, joint venture, or principal and agent relationship between MassCEC and the Host Employer. Neither MassCEC nor the Host Employer shall have any authority to commit or bind the other Party to any obligations (contractual or otherwise) or take any other actions on behalf of the other Party.
- b. At any time during the term of this Agreement, Interns shall not be deemed or otherwise considered to be an employee, intern, contractor, subcontractor or agent of MassCEC for any purpose. Interns are not entitled to tax withholding, insurance, or any other benefits provided by MassCEC to its employees.
- c. The terms and conditions of the Internship shall be set by and between the Intern and the Host Employer. MassCEC shall have no responsibility, liability or oversight authority whatsoever with respect to the Intern or the Internship.
- d. The Host Employer and its agents, employees and Interns shall not hold themselves out as MassCEC employees and shall not be deemed employees of MassCEC for any purpose, including all federal, state, and local laws applicable to income tax withholding, Federal Insurance Contributions Act taxes, unemployment insurance, workers' compensation and any other rights, benefits, or obligations relating to a MassCEC employment relationship.
- e. Interns shall be treated as employees of the Host Employer, not as independent contractors for compensation purposes, and all applicable employment taxes shall be paid by the Host

Employer. Non-compliance with this provision will void MassCEC's reimbursement obligation.

- f. Interns shall not be requested or required to sign a non-compete agreement with the Host Employer. Execution of a non-compete agreement by a Host Employer with an Intern shall automatically void any of MassCEC's reimbursement obligations towards the Host Employer.
- g. Interns working remotely must meet at the Host Employer's Massachusetts office or commercial location at least once over the course of the Session.
- h. The Intern(s) cannot be the spouse, child, grandchild, sibling, niece, nephew, or spouse of a child, grandchild, sibling, niece, or nephew of the president, CEO, or other senior executive member of the Host Employer, or of any other employee of Host Employer who may have hiring authority on behalf of the Host Employer.

5. Data Collection, Surveys, and Program Evaluation

- a. The Host Employer acknowledges that MassCEC may collect, use, and require submission of Program-related information for purposes of Program administration, reimbursement processing, monitoring, evaluation, reporting, compliance review, and continuous improvement. Such information may include registration data, job posting information, skill categories, Internship completion information, reimbursement-related data, and responses to employer surveys, attestations, or follow-up questions.
- b. The Host Employer shall complete all surveys, certifications, and information requests required by MassCEC as a condition of Program participation in a timely manner.
- c. The Host Employer further acknowledges that MassCEC may require Interns to complete pre-program surveys, post-program surveys, and other Program-related steps, and that MassCEC may condition certain Program functions, approvals, or reimbursements upon completion of such requirements.

6. Social Security Numbers and Reimbursement Documentation

- a. MassCEC may collect Social Security Numbers directly from participants through the Program's secure data collection process for wage record matching and related program evaluation activities, including, without limitation, assessing participant employment outcomes and measuring the long-term effectiveness, impact, and return on investment of the Internship Program. Under no circumstances shall the Host Employer be required, requested, or authorized to collect, submit, or transmit a participant's Social Security Number to MassCEC on behalf of the participant.
- b. Any payroll report, pay stub, payroll register, reimbursement support document, or other file submitted by the Host Employer to MassCEC shall not include a participant's full or partial

Social Security Number. To the extent any such document contains a Social Security Number or partial Social Security Number, the Host Employer shall fully redact such information prior to upload or submission.

- c. MassCEC may reject, delete, or require resubmission of any file containing unredacted sensitive personal information and may deem the related reimbursement package incomplete until compliant documentation has been received.
- d. The Host Employer shall remain responsible for obtaining, storing, transmitting, and safeguarding any employee or payroll information it collects or maintains in connection with its own employment, payroll, tax, or legal obligations, in accordance with applicable law.

7. Reimbursement:

- a. MassCEC may allocate funding to the Host Employer in an Award Letter upon:
 - 1) Receipt of a signed offer letter, together with all associated employment documents, from the Host Employer to the Intern, stating the Intern's name, position title, the date range (of no less than eight (8) weeks), and the hourly wage, and is signed by both the Intern and the Host Employer prior to the Internship start date. Submission of an offer letter prior to completion of the eligibility check does not reserve funding, establish any priority status, or obligate MassCEC to review or approve Reimbursement);
 - 2) Proof that the Intern complies with all eligibility requirements (and such Intern has been requested by Host Employer through the Program's database);
 - 3) Completion of pre-survey in the portal for each intern; and
 - 4) MassCEC's approval of the selected Intern.
- b. A Host Employer will pay each Intern at least Fifteen Dollars per hour (\$15/hour). MassCEC will reimburse up to Eighteen Dollars per hour (\$18/hour). The Intern must be paid as a W2 employee.
- c. The Host Employer agrees that it has the sole responsibility to properly compensate, deduct and report taxes on, provide workers' compensation and other insurance coverage to its Interns, and otherwise comply with all applicable laws regarding the employment relationship with the Intern. The Host Employer agrees that it will seek independent advice and counsel to comply with these obligations, if needed.
- d. The Host employer will not request reimbursement that exceeds the amount awarded to them for session. If the intern has been replaced with another intern during the session, the employer can submit reimbursement for both interns, but the reimbursement amount will not exceed the reimbursement amount allocated for one internship slot.

- e. The Host Employer must pay each Intern an overtime rate for any hours worked over forty (40) per week, in accordance with state and federal labor laws.
- f. Interns must be paid weekly or bi-weekly.
- g. Host Employer shall provide MassCEC with a correctly completed Reimbursement Package at any time before the Deadline, with the following documents for each Intern identified in the Award Letter:
 - Signed Award Letter;
 - Completed Reimbursement Sheet;
 - Completed and Signed Expenditure Certification;
 - Mandatory Survey
 - Acceptable reimbursement documentation (may include a redacted pay stub, payroll system earnings statement, payroll provider report, payroll register excerpt, accounting system payroll detail, or other documentation acceptable to MassCEC that demonstrates the participant was paid by the Host Employer for the applicable pay period and that the amount requested is eligible for reimbursement)
 - An up-to-date W-9 form for the Host Employer and, if the Employer of Record is different from the Host Employer, an additional up-to-date W-9 form for the approved Employer of Record;

MassCEC reserves the right to request additional backup documentation. The Expenditure Certification must be signed by an officer of the Host Employer with authorization to make or approve payments to the Intern, who shall certify, under the pains and penalties of perjury, that all information and documentation submitted in connection with the Reimbursement request is true, accurate, and complete.

- h. Upon MassCEC's receipt of complete, accurate Expenditure Certification and associated documentation outlined in subsection (e) above, MassCEC shall pay the Reimbursement to the Host Employer within forty-five (45) business days. MassCEC reserves the right to deny the Reimbursement if the documents required by subsection (g) immediately above are not received by the Deadline.
- i. Other than the Reimbursement, a Host Employer shall not be eligible or entitled to any other benefit, award, or compensation from MassCEC as a result of this Agreement.
- j. The Host Employer acknowledges and agrees to:
 - **Subsidized Duration.** MassCEC will subsidize an Intern's compensation for a minimum of eight (8) weeks and a maximum of twelve (12) weeks per Session. After this twelve-week period, should the Host Employer choose to retain the Intern, it shall do so at its own expense, with no further reimbursement from MassCEC.
 - **Vocational High School Exception:** Students participating in a high school vocational education program may be employed at a Host Employer for up to thirty-two (32) weeks and may be eligible for funding accordingly, subject to MassCEC approval and program guidelines.

- **Repeat Placements:** Interns are not permitted to participate in the Program at the same Host Employer in consecutive Sessions (e.g., Summer followed by Fall of the same calendar year). However, an Intern may return to the same Host Employer in a non-consecutive Session (e.g., Spring 2026 and Fall 2026, or Summer 2026 and Summer 2027), provided all other eligibility requirements are met.
 - **Intern Replacement:** If a matched intern informs the employer that they can no longer do their internship, the employer must email internships@masscec.com. The employer will be allowed up to three (3) weeks from the start date on the initial intern's offer letter to find another eligible intern from the Workforce Portal. After three weeks, the internship spot will no longer be reserved for the employer.
 - **Pre-Session Work:** An Intern will not be eligible for funding if they have been continuously employed and paid by the Host Employer for more than five (5) hours per week, on average, during the six (6) weeks immediately preceding the start of the Session.
 - **Independent Verification:** MassCEC reserves the right, in its sole discretion, to contact and interview any Intern before or after payment of Reimbursement to verify the Intern's employment status, duties performed, work location, supervision, compensation, attendance, and compliance with any other Program requirements. Host Employer shall cooperate with any such verification request and shall not interfere with MassCEC's direct communication with the Intern.
- k. MassCEC will not reimburse the Host Employer if the Internship is supported by a state-sponsored and/or other MassCEC program grant during the Measurement Period. Host Employer may not claim Reimbursement for the Internship to the extent that Host Employer has received other public funding, tax credits, or wage subsidies that arise as a result of employing the Intern.
 - l. MassCEC may deny or reduce reimbursement if the Host Employer or Intern has failed to satisfy any applicable skill gain requirements or to provide requested documentation in a timely manner. Evidence of skill gains may include surveys, evaluations, attestations, progress updates, or other reporting requested by MassCEC relating to skill development, program compliance, or verification of work performed.
 - m. Ensure timely completion of any required pre-program, during-program, and post-program surveys, evaluations, attestations, or related reporting requested by MassCEC from the Host Employer and/or the Intern. Failure by the Host Employer or Intern to timely complete required surveys or related reporting may result in delayed review, denial, reduction, suspension, or withholding of Reimbursement.
 - n. If MassCEC reasonably determines that any Reimbursement was paid or obtained as a result of error, omission, misrepresentation, duplicate reimbursement, fraud, or noncompliance with Program requirements, MassCEC may issue a written demand for repayment specifying the basis for such determination. Any such amount shall be due and payable to MassCEC within the timeframe stated in the written demand, and the Host Employer shall cooperate with

MassCEC in any related review, audit, or verification.

8. Related Parties:

Related Parties are allowed a maximum of three (3) Interns between them. In the event the Related Parties have more than such maximum number of Interns, MassCEC may partially award or reject an application submitted by any Related Party.

9. Gateway City Reservation:

The Host Employer acknowledges that, for the current Session, MassCEC shall reserve thirty (30) [GG8.1]spaces in the Program for: (i) Host Employers with an office located in a Gateway City; and/or (ii) student applicants who live in Gateway Cities, and that the remaining spaces in the Program shall be allocated on a first-come, first-serve basis until Program funds are exhausted or the submission deadline has passed.

10. Construction, Installation and Maintenance Placements:

MassCEC shall reserve forty (40) year-round spaces for placements that fall under construction, Installation and Maintenance Placements as defined below at MassCEC's discretion:

- High-Performance Building Sector Occupations (for retrofit and new construction): Electricians and Electrical Contractors with in building service upgrade, knob, and tube removal and/or heat pumps; Insulation Workers; Weatherization Crew Chiefs and Supervisors; Energy Auditors; HERS Raters; HVAC/R Technicians with heat pump expertise; Carpenters and Construction Laborers; Hazardous waste removal specialists (especially for asbestos and vermiculite removal); Building Operators/Maintenance Mechanics; Plumbers and Pipefitters
- Offshore Wind Occupations: Installation, Maintenance and Repair Workers; Structural Metal Fabricators and Fitters; Wind Turbine Service Technicians; Metal and Plastic Workers, Assemblers and Fabricators
- Net Zero Grid Occupations: Electricians and Electrical contractors specializing in solar, battery storage, grid upgrade, or time of use metering; Electric Power Line Installers and Repairers
- Clean Transportation Sector Occupations: Electricians and Electrical Contractors specializing in vehicle charging infrastructure; Automotive Technicians and Repairers with experience in electric vehicle maintenance or large vehicle retrofit; Logisticians and Fleet Managers

11. Job Approval – Disclosure of Information

- a. The Host Employer shall provide complete, current, and accurate information in connection with their Massachusetts registration, Internship posting, reimbursement, and any other

Program submissions.

- b. The Host Employer may be required to identify the skill areas associated with each Internship posting and acknowledges that such information may be displayed to prospective Interns and used by MassCEC for Program administration and evaluation.
- c. Where a Host Employer is not primarily engaged in climatetech or clean energy activities, the Host Employer may be required to demonstrate that the proposed Internship role is directly connected to an eligible Program sector.
- d. MassCEC may require the Host Employer to provide supporting documentation or certifications, including details concerning the Host Employer's business operations, supervisory structure, mission, services, website materials, prior MassCEC award history, job description excerpts, or other information reasonably requested by MassCEC.
- e. The Host Employer further acknowledges that any information provided to MassCEC may be subject to disclosure in accordance with applicable law and the terms of this Agreement.

12. Communication Between Employers and Interns in the Portal:

- a. The Host Employer shall use the Program portal, as directed by MassCEC, for communications relating to Internship postings, candidate selection, offer documentation, status updates, and other Program-related matters requiring submission, confirmation, or acknowledgment through the portal.
- b. The Host Employer acknowledges that MassCEC may rely on communications, timestamps, submissions, and records maintained in the portal for purposes of Program administration, eligibility review, reimbursement processing, compliance verification, and dispute resolution.
- c. The Host Employer shall be solely responsible for monitoring portal communications in a timely manner and for responding to Interns and MassCEC as reasonably required to support Program participation.
- d. MassCEC is not liable for missed opportunities, delayed responses, or other consequences arising from the Host Employer's failure to review, maintain, or act upon portal communications.

13. Term:

This Agreement shall commence on the effective date of the Award Letter from MassCEC and shall expire on the date on which MassCEC reimburses the Host Employer in full for all portions of the Reimbursement that are due and payable and not in dispute, or such earlier date if this Agreement is terminated pursuant to Section 14.

14. Termination:

This Agreement may be terminated by MassCEC immediately upon delivery of written notice of termination to the Host Employer for any breach of this Agreement. MassCEC may also terminate this Agreement immediately in the event that it discovers or reasonably believes that an Intern has been exposed to a serious safety or health hazard that could result in serious injury or death, in which case MassCEC's reimbursement obligation shall also terminate immediately. In the event an Intern does not substantially perform the duties of the Internship as determined by the Host Employer, this Agreement may be immediately terminated by the Host Employer.

15. Indemnification:

To the fullest extent as permitted by law, Host Employer shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors and employees (collectively, 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 arising from or related to this Agreement or the Internship (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) Host Employer's breach of any of the terms of this Agreement or any false representation by the Host Employer, or (ii) any negligent acts or omissions or reckless or intentional misconduct of Host Employer or any of the Host Employer's agents, officers, directors, employees, subcontractors, or assigns. Without limiting the foregoing, the Host Employer shall indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable laws or the terms of this Agreement by Host Employer or any of its agents, officers, directors, employees, subcontractors, or assigns.

16. Insurance:

The Host Employer certifies that it has obtained and will maintain appropriate insurance coverage for all activities under this Agreement through the term of this Agreement. Host employer acknowledges the sufficiency of the types and amounts of insurance coverage maintained and the appropriateness of those coverages for the duration of the term.

17. Tax Forms:

- a. MassCEC will record payments to Host Employer on, and provide to the Host Employer, the United States Internal Revenue Service ("IRS") Form 1099, and MassCEC will not withhold any state or federal employment taxes on the Host Employer's behalf. Host Employer shall be responsible for paying all such taxes in a timely manner and as prescribed by law. Host Employer shall provide MassCEC with a properly completed IRS Form W-9 (the "W-9"). Failure to provide the W-9 shall be grounds for withholding Reimbursement payment until such W-9 is received. W-9s must be emailed to AP@masscec.com. For all tax-exempt entities, a tax-exemption certificate or IRS tax-exemption determination letter must be emailed to AP@masscec.com.

NOTE: If Host Employer's address and/or company/DBA name changes, Host

Employer must, within five (5) business days:

- 1) Send a notification letter of address and/or company name/DBA change to internships@masscec.com; AND**
- 2) Send an updated W-9 to AP@masscec.com**

- b. Failure to properly notify MassCEC of an address and/or company name/DBA change in the aforementioned manner may result in a delay in payment of Reimbursement or inability to provide a Reimbursement payment.

18. Legal Compliance:

Host Employer agrees to comply with all applicable federal, state, and local statutes, rules and regulations affecting any term, condition or benefit of employment, including, but not limited to, workplace safety, laws prohibiting discrimination, harassment, and retaliation, and employee benefit laws, including without limitation, overtime pay, earned sick time laws and laws regarding medical and parental leaves of absence. Where Host Employer becomes aware of any breach of such federal, state, or local statutes, rules, or regulations occurring during the Internship, Host Employer shall notify MassCEC in writing as soon as possible and without unreasonable delay, which obligation shall survive the termination of this Agreement. Following such breach, MassCEC may, in its sole discretion, terminate this Agreement under Section 14 hereunder, or suspend the Internship until Host Employer remedies the breach.

19. Audit:

MassCEC shall have the right to audit Host Employer's or its other agents' records to confirm the use of the Reimbursement funds in accordance with this Agreement at any time from the effective date of the applicable Award Letter through the end of the Retention Period (as defined below). If such audit reveals that any portion of the Reimbursement was used for purposes not permitted under this Agreement and the applicable Award Letter, then Host Employer shall refund to MassCEC the amount determined by such audit within thirty (30) days of Host Employer's receipt of such audit and demand. Host Employer shall maintain books, records, and other compilations of data pertaining to the Reimbursement made to the extent and in such detail as shall 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 Reimbursement payment (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 there from, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of the Host Employer which pertain to the provisions and requirements of this Agreement. Such access may include on-site audits, review and copying of records.

20. Conflict of Interest:

Host Employer acknowledges that all MassCEC employees are subject to the Massachusetts Conflict of Interest statute, M.G.L. c. 268A. The Host Employer may not receive reimbursement for Intern(s) who are the spouse, child, grandchild, sibling, niece, nephew, or spouse of a child, grandchild, sibling, niece, or nephew of the president, CEO, or other senior executive member of the Host Employer, or of any other employee of the Host Employer who may have hiring authority on behalf of the Host Employer.

21. Lobbying:

No Reimbursement funds 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 Massachusetts Lobbying Law, M.G.L. c. 3, § 39.

22. Public Records and CTHRU:

As a public entity, MassCEC is subject to Massachusetts’ Public Records Law, codified at M.G.L. c. 66. Thus, any documentary material, data, or other information received by MassCEC from a Host Employer is a public record subject to disclosure. Host Employer acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data or other information is exempt from or subject to public disclosure. Host Employer agrees and acknowledges that it shall not send MassCEC any confidential or sensitive information. Further, Host Employer agrees and acknowledges that MassCEC has the right to disclose the name of the Host Employer, the amount of the Reimbursement and any other information it may deem reasonably necessary on CTHRU, the Commonwealth of Massachusetts’ online database of state spending, or any other similar state spending website.

23. Media Waiver:

- a. Regarding any media materials, including but not limited to, images and videos (“Media Materials”), provided to MassCEC by the Host Employer, the Host Employer:
 - Owns or otherwise has the right to share such Media Materials with MassCEC without violating any copyright, individual privacy right, or other intellectual property rights;
 - Grants MassCEC a non-exclusive, irrevocable, royalty-free license to use the Media Materials for any lawful purpose, including, without limitation, for purposes of marketing and outreach materials in recognition of MassCEC’s use of the same being beneficial to both the Host Employer and to MassCEC;
 - Grants MassCEC specific permission to copyright, publish, distribute, display and otherwise make use of images or video of my likeness in print or electronic form for any lawful purpose (this includes, without limitation, MassCEC’s right to use Media Materials for purposes of marketing and outreach); and

- Acknowledges Host Employer will not be paid any royalties or other compensation arising out of MassCEC's use of the Media Materials.
- b. For the avoidance of doubt, it shall be Host Employer's responsibility to receive consent from its employees and Interns when capturing their likenesses in any Media Materials and should not submit Media Materials to MassCEC without such employees' or Interns' consent.

24. Disclaimer of Liability:

- a. The Website is a venue for Host Employers to post internship opportunities for possible matches with Interns. By using the Website, Host Employers agree and consent to be bound by the Terms of Use (Attachment 1), the Privacy Policy (Attachment 2), and the terms provided in this Agreement.
- b. MassCEC does not review or censor the resumes or cover letters posted by Interns or perform background checks on Interns. MassCEC does not assume any obligations to do so and disclaims any liability for failing to take such action.
- c. MassCEC is not involved in the actual employment relationship between Host Employers and Interns. MassCEC does not make any representations or warranties, whether express or implied, relating to the use of the Website.
- d. While MassCEC reserves the right to remove applications, resumes, or other material from the Website from time to time in accordance with Section 8 of the Terms of Use, MassCEC does not assume any obligation to do so and disclaims any liability for failing to take such action.
- e. No advice or information, whether oral or written, obtained by a Host Employer from MassCEC or through or from the Website or any other MassCEC website shall create any implied or express warranty for any purpose whatsoever.
- f. In no event shall MassCEC be liable for any damages whatsoever resulting from the use of this Website, or reliance upon the information contained in or linked through the Website, or for any harm to Host Employers resulting from the use of this Website or from participating in the Program.

25. Choice of Law:

- a. This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to its conflict of laws principles. Any dispute arising out of or relating to this Agreement or its breach, termination, or invalidity, whether before or after termination of this Agreement, if not resolved by negotiation among the Parties within thirty (30) days after such dispute is raised by either Party in writing,

will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over this Agreement. Any such arbitration will be conducted in, or within a thirty (30) mile radius of, Boston, Massachusetts. The prevailing Party shall be entitled to receive from the other Party its reasonable attorney's fees and costs incurred in connection with any action, proceeding, or arbitration hereunder.

- b. This Section 20 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.

26. 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.

27. Amendments and Waivers:

MassCEC may amend this Agreement by posting an amended version to its Website or by emailing an amended version to Host Employers. 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.

28. 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. The following are hereby incorporated into this Agreement by reference:

- Attachment 1: [Terms of Use](#)
- Attachment 2: [Privacy Policy](#)
- Attachment 3: [Expenditure Certification](#)
- Attachment 4: [Terms and Conditions for Career Team](#), platform provider for the internship website.