



Request for Proposals:
Catalyst Program &
Academic Activator Program
Fall 2026

Date of Issue: August 18th, 2026

Proposals Due: September 30th, 2026, by 5:00 PM EDT

Total Funding Available: \$75,000 per award

All proposals must be submitted to:
See Section 8. How to Apply

1. SUMMARY

This Request for Proposal (this “RFP”) is being issued by the Massachusetts Clean Energy Technology Center (“MassCEC”) in order to seek applicants (“Applicant/s”) to MassCEC’s Catalyst Program (“Catalyst”) as well as MassCEC’s Academic Activator Spotlight (“Academic Activator”). (together the “Programs”). The Programs seek to stimulate the commercialization of early-stage clean energy and climate technologies developed in the Commonwealth of Massachusetts (the “Commonwealth”). The Programs are jointly administered by MassCEC and MassVentures.

Catalyst and Academic Activator awards only “Clean Energy Technologies” or “Climatetech”

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

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

2. 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.

3. ABOUT MASSVENTURES

Established in 1978, MassVentures provides catalytic funding and support for seed-stage deep tech. MassVentures looks for innovative technologies which support the economic growth initiatives of the Commonwealth and places an emphasis on diverse founding teams and diverse geographies throughout the state. MassVentures helps early-stage innovators with funding, mentorship, and strategic guidance, including:

- Partnering with academic institutions to convert research and IP into viable businesses and jobs;
- Supporting researchers, entrepreneurs and institutions bringing innovative technologies to market;
- Offering non-dilutive grant funding to advance commercialization;
- Making equity investments in seed-stage deep tech with a focus on academic spinouts;
- Providing commercialization support, founder education, SBIR coaching, technical assistance and mentoring;
- Convening the deep tech ecosystem to catalyze the growth of MA companies and enhance technological leadership.

By working closely with MassCEC in managing the MassCEC Catalyst Program, entrepreneurs have access to a wide variety of funding and technical assistance programs described at www.mass-ventures.com.

4. CATALYST AND ACADEMIC ACTIVATOR PROGRAMS GOALS AND DESCRIPTION

In this solicitation, MassCEC intends to award up to Seventy-Five Thousand Dollars (\$75,000) in grant funding per project **to a maximum of fifteen (15) total researchers and/or early-stage companies** developing clean energy and climatetech (as defined above). Award funding shall be used to demonstrate the feasibility of technologies in specific industry applications to obtain increased industry and investor interest. Particular emphasis will be placed on selecting technologies that can be a foundation for new companies and technologies that can support market entry and/or improve the competitiveness of existing Massachusetts companies.

- MassCEC seeks to award up to twelve (12) qualifying Climatetech projects under the Catalyst Program.
- Under the Academic Activator Spotlight Program, MassCEC seeks to award at least three (3) and up to five (5) additional qualifying Climatetech projects (see Section 5 for Academic Activator information), however, the exact number of Academic Activator awards is dependent on a given application round's volume and composition.
- All proposed technologies must demonstrate a strong potential for climate impact and commercialization.

While Catalyst or Academic Activator funding may be used to support prototype development of any technology or proposed business model that meets MassCEC’s definition of Climatetech, particular emphasis will be placed on identifying projects in one or more of the following areas:

1. **Energy & Electricity** – increasing renewable energy generation and modernizing the grid
2. **Transportation** – transitioning to zero-emissions vehicles, enhancing public transit, and promoting alternative fuel options
3. **Manufacturing & Industry** – Adopting carbon reducing technologies and processes, sustainable production practices through a circular economy, and carbon capture related technologies
4. **Agriculture & Water** – adopting sustainable farming and forest management practices and leveraging nature-based solutions, and other agricultural and water, marine carbon management practices
5. **Buildings** – improving energy and heating efficiency, transitioning to renewable sources, and implementing sustainable construction practices/materials
6. **Resilience and Adaptation** – implementing climate-smart planning, strengthening infrastructure, and promoting nature-based solutions to reduce vulnerability to climate change
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.)

Reaching net zero will require both reducing and removing carbon emissions. In 2024, the Massachusetts Legislature passed [An Act Promoting a Clean Energy Grid, Advancing Equity and Protecting Ratepayers \(S.2967\)](#), directing MassCEC to conduct and publish a study on the potential for **Carbon Dioxide Removal (CDR)** in the state and nearby federal waters. MassCEC released its Massachusetts CDR study, developed with Rocky Mountain Institute (RMI) and in collaboration with the Massachusetts Executive Office of Energy and Environmental Affairs, in spring 2026. The study reviews a range of carbon removal approaches, including both nature-based and technology-based solutions, and considers how they may apply in Massachusetts ([please read here](#)). MassCEC encourages researchers or startups with CDR technologies to consider applying to the Catalyst or Academic Activator programs. All applications are subject to the Program requirements as outlined in this RFP.

The goal of the Programs is to stimulate the commercialization of Climatetech (as defined above) and related innovation between **Technology Readiness Level (“TRL”) 2 (“technology concept and/or application formulated”)** and **4 (“Component and/or process validation in laboratory environment-Alpha prototype”)** by providing funding for prototype projects to test and measure the feasibility of the technology in specific market applications in order to advance its TRL. Please [use this calculator](#) and [this document](#) to conduct a TRL self-assessment and confirm Program fit.

Furthermore, **Adoption Readiness Level (“ARL”)**¹ is a framework developed by the U.S. Department of Energy’s (“DOE”) Office of Technology Commercialization (“OTC”) used to assess the commercialization risks associated with a technology as it crosses the Research, Development, Demonstration and Deployment (“RDD&D”) continuum to reach successful commercialization. While not an eligibility requirement, **Applicants that are best suited for Catalyst and Academic Activator are expected to be at a “Low Readiness Level” for this program (approximately ARLs 1 through 3.)** Applicant use of the

¹ U.S. Dept. of Energy Office of Technology Commercialization;
<https://www.energy.gov/technologycommercialization/adoption-readiness-levels-arl-framework>

ARL tool will help both the Applicants and MassCEC better understand the market and commercial risks associated with the proposed technology. This assessment may help Applicants identify critical barriers in their technology's pathway to market and provide insights into timing and actions needed to address these barriers.

Catalyst or Academic Activator project activities may include gathering initial data to demonstrate proof of concept, conducting market research to demonstrate how the technology compares to existing technologies and its competitive advantages, and/or developing a prototype for the technology. Successful applicants will demonstrate a proposed project that:

- Addresses a critical energy/climate challenge and reduces or prevents greenhouse gas (“GHG”) emissions or lessen the impacts of climate change through adaptation, resiliency and environmental sustainability, as further described in Section 1 above.
- Technology speaks to a significant commercial need in the energy market;
- Technology prototyped in the project has a strong commercialization potential;
- Advances the technology's commercial readiness;
- Enables an emerging Climatetech company to demonstrate the value of its technology to potential customers and investors; and
- Is viable and feasible within the timeframe allowed by the Programs.

Examples of successful prior proposals include:

- **Andros Innovations (Cambridge):** developing a new thermochemical method for producing ammonia that reduces the cost and energy usage in ammonia production by over 80% compared to the traditional Haber-Bosch method.
- **Amel Energy (Amherst):** developing a recyclable, bio-derived binder/solvent system for battery manufacturers that is cheaper than incumbents, non-toxic, performance enhancing, and enables direct recycling.
- **Thalon Materials (Boston):** developing a clean domestic supply of magnesium metal using a patented oxide electrolysis cell to produce a magnesium-tin alloy and a low-energy distillation process to separate the high-quality magnesium metal.
- **Worcester Polytechnic Institute (Worcester):** developing an innovative water electrolysis technology that enhances the efficiency of green hydrogen production for heavy-duty transportation by eliminating excessive gas bubble formation during the hydrogen generation process.

These Programs invite participation in a two-part application process:

1. Applicants must first apply through the online application portal (linked on our [website](#)) that consists of a completed application (the “Application”) that meets the criteria outlined below.
2. In the event the proposal is selected, the applicant will be invited to pitch their proposal to a panel of Program judges.

5. ACADEMIC ACTIVATOR SPOTLIGHT PROGRAM

The Academic Activator spotlight program is dedicated funding within the Catalyst Program and seeks to provide access to funds and resources **for Principal Investigators (“PIs”) and academic research**

teams working to demonstrate the feasibility of their technologies and advance projects from the research stage toward commercialization.

All Applicants to the Academic Activator program are subject to the eligibility requirements described in Section 6.

MassCEC is committed to providing funding opportunities to Applicants advancing early-stage climatetech research within Massachusetts-based academic institutions/universities. This Spotlight is intended to strengthen the academic research pipeline by supporting projects with strong potential to form new ventures, generate licensable intellectual property, or otherwise contribute to the commercialization of climatetech in the Commonwealth.

Applicants who are interested in applying for this program must indicate this in their application form.

6. ELIGIBILITY

Applicant:

An eligible applicant under this solicitation must be one of the following:

- A Massachusetts-based early-stage Climatetech company that (i) has not received more than Two Million Five Hundred Thousand Dollars (\$2,500,000) in combined debt or equity financing, grant funding, and revenues over the past five (5) years, and (ii) has four (4) or fewer full-time equivalent employees; or
 - NOTE: Companies are not eligible to apply for funding under the Academic Activator program.
- A Principal Investigator (“PI”) at a Massachusetts-based non-profit research institution;
- A Massachusetts-based student (or group of students) led by a faculty member or researcher at a Massachusetts-based non-profit research institution who will act as the PI and will be responsible for managing the grant and reporting requirements.
 - NOTE: Students applying for funding under the Academic Activator program must be led by a PI, and said PI must be the lead applicant on the application.

Applicants may not submit Program Applications for the same idea or concept more than three (3) times, including submissions made under different names, entities, or project titles, unless there has been a substantial change in the technology or market which advances the case for an award. MassCEC strongly encourages an applicant who is re-applying to either Program to highlight how the applicant has taken prior MassCEC and/or judge feedback into account in such applicant’s new proposals.

[Catalyst Applicants] Additional eligibility criteria for **early-stage companies**:

- The company may not have more than four (4) full-time equivalent employees.
- It is acceptable for companies to have received funding from other sources, including other government agency grant funding, foundation grants, business plan competitions or other private sources, so long as total equity and debt financing and grant funding does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) over the past five (5) years.

- The company's primary manufacturing operations (if applicable), headquarters, primary sales and marketing, and primary research and development operations must be located in Massachusetts.

Companies may be student-led; however, if any of the company's intellectual property ("IP") has been licensed or is to be licensed from a university, then verification of the license or option to license must be provided. A pre-incorporation entity may submit an application, but proof of incorporation will be necessary in order to receive the award.

[Academic Activator Applicants] Additional eligibility criteria for researchers applying under Academic Activator:

- Academic Activator Applicants must be a Principal Investigator ("PI") at a Massachusetts-based non-profit research institution. Companies are not eligible for the Academic Activator program.

Any researcher or faculty member at a Massachusetts-based research organization or institution of higher learning (including universities, colleges, hospitals, research institutes, and federal research labs) is eligible to apply. If an applicant is from a research organization, the applicant must have PI status in their home institution and the submission of a proposal under this RFP must be disclosed to said institution. PIs must discuss Applications with a member of the relevant grants and contracts office of such institution prior to submitting the Application, as any funding will flow through that office.

Academic Activator funding for researchers can be used for student or PI-related personnel costs (e.g., PI summer salary) as well as materials and other project-related costs. While any type of research that meets the criteria described above is eligible for Academic Activator funding, MassCEC encourages researchers to scope projects that enable spin-out of existing areas of research into a start-up or a set of licensable intellectual property for commercialization. MassCEC is also particularly interested in encouraging "sponsored research" relationships between Climatetech startups or corporate ecosystem partners and the Commonwealth's research institutions.

Both Programs award only Clean Energy and Climate Technologies or Climatetech (See Section 1 for definitions)

7. ESTIMATED TIMELINE

Applications will be accepted on a semi-annual basis. MassCEC will post a notice on the Program webpage when each round is open.

The timeline below is approximate and does not guarantee the date of contract execution or disbursement of funds. Applicants should plan project timelines and cash flow accordingly. MassCEC and MassVentures may adjust the schedule, request additional information, delay award processing, or withhold funding where documentation, compliance, or project readiness concerns are identified:

Schedule for Awards

August 18, 2026	Application Period Opens
September 15, 2026	Deadline to submit questions
September 18, 2026	MassCEC to post responses to questions
September 30, 2026	Applications Due by 5:00PM
Early-November 2026	Applicants Notified of Finalist Status
Week of December 7, 2026	Finalists' Presentations
Late January 2027	Finalists Notified of Award Status

Process for Awards

The steps in the process are as follows (all steps are required):

1. Proposals are received through the online Application portal ([linked on MassCEC's website](#)) and distributed to a judging pool of independent industry experts for review;
2. Written proposals are reviewed and scored;
3. Finalists are selected and notified;
4. Finalists submit a draft pitch deck to MassCEC and MassVentures about their technology/project and intended use of Program funds;
5. Finalists are coached on presentation content, style, and delivery;
6. Finalists present final pitches to and discuss their project to be judged and scored by a pool of independent industry experts;
7. Awardees are notified and feedback is provided to all finalist teams; and
8. Awardees execute grant agreement contract with MassVentures and provide progress reports/deliverables as required by the contract.

Please note: If awarded a Catalyst or Academic Activator Award, the company/host institution and award will be disclosed to the public.

MassCEC and MassVentures staff oversee the awards process and approve the final recommendations from the judges. MassCEC and MassVentures determinations are final and not subject to appeal. **In addition, MassCEC and MassVentures reserve the right to reject an applicant if the applicant violates any criteria in the Application guidelines or does not provide sufficient information in the proposal.**

For awardees, no grant funds will be disbursed until the grant agreement is fully executed by authorized signatories and all required pre-award materials have been received and accepted. Payment may be structured in installments and may be conditioned on satisfactory completion of milestones, timely submission of reports, budget backup, and other documentation requested by MassCEC or MassVentures.

8. HOW TO APPLY

Applicants must apply through the online Application portal ([linked on MassCEC's website](#)).

It is the sole responsibility of the Applicant to ensure that the Application is complete and properly submitted using the online Application portal.

Proposals must include:

- The completed application form online submission ([linked on MassCEC's website](#))
 - **Please note:** The 11-page maximum listed on the application is for the application form itself; attachments do not count as part of the 11-page maximum.
- Attachment B: A completed copy of the Technology Readiness Level (TRL) Calculator ([linked on MassCEC's website](#))
- Attachment C: A completed copy of the Adoption Readiness Level (ARL) Assessment ([linked on the DOE's website](#))

Proposals may also include:

- Optional attachments might include, but are not required nor limited to the following: resumes for team members, letters of support, schematics or diagrams
 - Maximum file size of 4MB

Applicants should be prepared to provide supplemental documentation upon request to substantiate eligibility, project readiness, budget reasonableness, institutional authority, ownership or licensing rights, good standing, and compliance with prior or current MassCEC awards or investments.

Do not disclose any proprietary or confidential information in your proposal. Applicants will receive a reply e-mail as confirmation of receipt of a completed proposal. For more details on virtual office hours or a webinar for the Programs, please visit <https://www.masscec.com/program/catalyst>.

*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.*

MassCEC reserves the right to disqualify any submission at its sole discretion. Proposals that are not received by the close of the Application period will not be considered. To view a complete list of MassCEC startup and research funding programs, please visit <https://www.masscec.com/funding>. You may also receive email notifications targeted at startups by subscribing to “Tech-to-Market” or other relevant email lists at <https://www.masscec.com/subscribe>.

9. EVALUATION CRITERIA

Reviewers will be asked to evaluate Applications based on the following criteria for both Programs, scoring on a scale of 1-5 for each criterion. The cumulative array of scores from the group of reviewers is averaged to result in a total average score out of 25:

Criteria	Description
----------	-------------

Technical Merit	The proposed technology is at the TRL 2-4 stage, and this is justified by appropriate validation. The product is innovative and has early indications that it will work. The basic operation of the Climatetech is proven in principle (not basic research). Applicants are strongly encouraged to include early performance data, simulation data, etc. to prove early technical merit. A preliminary design or formulation has been developed that is suitable for the prototype stage.² A product based on this Climatetech product will likely disrupt an existing market or provide a novel solution. The Climatetech is defensible and in addition will have a strong and sustainable competitive advantage.³
Commercialization Potential	The market is large and/or experiencing strong, sustainable growth with rapid adoption of technologies. The value proposition is logical, well-defined, and has clear barriers to entry. A strong customer base with ongoing revenue likely. A strong impact on market.
Clean Energy and Climate Impact and Project Benefits	The technology demonstrates the potential for a transformational clean energy impact, with significant improvement over current state-of-the-art. For primarily mitigation technologies, the technology has the potential to mitigate a substantial amount of fossil-fuel driven greenhouse gas emissions (tens of millions of tons annually) on a global scale. For primarily adaptation and resilience technologies, the technology has the potential to significantly lessen the impact climate change will have, at minimum, on a regional (Massachusetts/New England) scale, through adaptation, resiliency, and environmental sustainability. For technologies that both mitigate and adapt, both of the above should be true. The proposed technology offers economic development benefits (i.e., jobs, long-term infrastructure, etc.) to the Commonwealth - this might include the Lead Applicant growing its business in the Commonwealth and/or the proposed technology having significant impact on the Commonwealth (such as delivering cost benefits and ratepayer savings to Massachusetts customers).

² Note: these qualifiers correspond to a Technology Readiness Level of approximately 2 – 4.

³ Note: these qualifiers correspond to a Commercial Readiness Level of 3 – 4.

Applicant Team	Applicant has relevant skills, qualifications, and experience to lead execution of the project. Team is led by an entrepreneurial repeat CEO or PI and has significant industry knowledge. Team shows they are knowledgeable on the steps needed to commercialize the invention.
Impact of Project Plan	The project plan and budget are suitable to achieve well-defined and commercially significant milestones. A compelling plan will advance the Climatetech. At completion of project, Applicant is very likely to attract follow-on funding. Reviewers may consider whether the proposed project plan contains measurable, reasonable, and realistic milestones, timing, and assumptions.

Proposals should be concise, yet complete in description. Reviewers with technical and business backgrounds will be carefully selected; however, they may not be familiar with any given applicant's particular technology. Applicants must provide information that will enable them to judge the technical feasibility and the commercial value of the applicant's Climatetech and shall not disclose any confidential or proprietary information.

As detailed in Section 7. Estimated Timeline, if Applicants score highly, they will be advanced as finalists and invited to pitch their projects to a live panel of judges. There is an additional evaluation process for finalists at the pitch stage, based on the same five evaluation criteria, and judges give an overall score of pitch performance and application on a scale of 1 to 10 points per applicant. The cumulative array of pitch scores from the group of judges are averaged to result in a total average pitch score out of 10 points. This average pitch score is added to the average written review score to reach a finalist total score out of 35 points.

Please note that this program is highly competitive. In the Spring 2026 round, application submissions increased by 60% year over year, and only 15% of submissions received funding.

10. BUDGET

Uses of Funds

Each Catalyst and Academic Activator Award will be awarded Seventy-Five Thousand Dollars (\$75,000) for their project. Applicants must propose a project budget that equals this dollar amount.

Typical uses of Program Award funding include:

- Conducting further defined research on an invention that will lead to proof of concept or prototypes, including funding a PhD student, PI summer salary, or employee salary;
- Undertaking testing of a technology or material to obtain initial data on performance;
- Performing initial user testing, validation, and interface or design refinement;

- Funding independent third-party testing under industrial conditions;
- Hiring outside expert consultants to validate technology; and
- Purchase of project-specific equipment and supplies.

Please note that funds may not be used for the following:

- Basic or fundamental research;
- Publicity expenses (e.g., the development of marketing materials);
- Legal and other expenses of business formation and operation;
- Attendance at scientific conferences or other travel unrelated to proposed project;
- Purchase of computer or other equipment unrelated to proposed project.

INDIRECT AND MASSCEC'S INDIRECT COST POLICY

- Indirect is defined as including, but not limited to, telephone, electricity, rent for general office/lab space;
- A cap on indirect costs of 15% of total direct salary and fringe expenses will apply to this program, unless an exception is approved by MassCEC (see statement below).

Indirect budget for Applicants from academic/research institutions:

If the Applicant is from an academic institution and the host institution requires indirect costs for the award, Applicants must specifically identify such indirect in the budget. Many institutions have waived indirect costs for this award. Applicants are encouraged to seek a waiver from their host institutions. Applicants must verify their host institutions' indirect policy prior to submitting an application. Exceptions to MassCEC's Indirect Cost Policy (e.g. if a host institution has an established indirect rate such as a NICRA) will need approval by MassCEC.

*Indirect costs are capped to 15% of total direct salary and fringe, unless noted within the institutional host exceptions and with approval from MassCEC. Direct costs associated with the project will be reviewed and approved. **MassCEC and MassVentures reserve the right** to disallow, reduce, withhold, suspend, or require repayment of costs that are unsupported, outside the approved scope or budget, incurred before the effective date, duplicative of other funding, inconsistent with the applicable indirect cost policy, or otherwise not compliant with the grant agreement.*

11. CONTACT INFORMATION

All questions regarding the Programs and this RFP should be directed to companycatalyst@masscec.com **before September 15th, 2026.**

Responses to submitted questions, and other frequently asked questions, will be posted by **September 18th, 2026.**

There will be a no-questions period from September 15th to September 30th, 2026, to ensure fairness among applicants.

12. GENERAL REQUEST FOR PROPOSALS CONDITIONS

NOTICE OF PUBLIC DISCLOSURE

As a public entity, MassCEC is subject to Massachusetts' Public Records Law, codified at Chapter 66 of the Massachusetts General Laws. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Applicants may not send MassCEC any confidential or sensitive information in response to this RFP; if MassCEC receives any confidential or sensitive information in response to this RFP, then MassCEC shall, in its sole discretion, determine whether any particular document, material, data, or other information is exempt from or subject to public disclosure. **Applicants acknowledge and agree that they shall not send MassCEC any confidential or sensitive information in response to this RFP.** If confidential information is submitted as part of the application and not clearly marked as confidential, such information may be made publicly available by MassCEC without further notice to the Applicant.

DISCLAIMER & WAIVER AUTHORITY

This RFP does not commit MassCEC to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. MassCEC reserves the right to accept or reject any or all Applications received, waive minor irregularities in submittal requirements, modify the anticipated timeline, request modification of the Application, negotiate with all qualified applicants, cancel or modify the RFP in part or in its entirety, or change the Application guidelines, when it is in MassCEC's best interests.

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

CONTRACT REQUIREMENTS

For Catalyst and Academic Activator awardees – Within sixty (60) days of the date of award notification, an awardee and MassVentures shall successfully execute a grant agreement which will set forth the respective roles and responsibilities of the parties, as set forth in Section 6. Failure to execute the grant agreement within this period, or to provide required documentation requested by MassCEC or MassVentures, may result in withdrawal or rescission of the award without obligation to make payment.

Upon successful contract execution, all awardees shall be required to submit the following reporting materials:

- Three (3) metrics collection templates: 1) at contract execution, 2) at mid-project, and 3) at project completion)
 - For the second metrics collection period at the mid-project point, awardees shall be required to complete an Emissions Reduction Potential analysis ("ERP"). It is recommended that applicants credible public data sources such as the United States

Department of Energy's [Energy Information Administration](#), the U.S. Environmental Protection Agency's [National Emissions Inventory](#) (especially for greenhouse gases other than carbon dioxide), the [EPA's Greenhouse Gases Equivalencies Calculator](#), and [The Koi Tool](#).

- Two (2) reports on the project's status: 1) at mid-project, and 2) at project completion. Templates will be provided by MassCEC and MassVentures.

Payments, including any final installment, may be conditioned on MassCEC's and MassVentures' acceptance of required reports, deliverables, ERP materials where applicable, and financial documentation. Late, incomplete, or insufficient reporting may delay payment and may be considered in future funding decisions.

If the Applicant is awarded a grant under the Program, the Applicant understands that all changes ("Changes") to its articles of incorporation, articles of organization, annual filings with the Secretary of State's Office, or any similar organizing documents ("Organizing Documents"), including, but not limited to, changes to the Grantee's structure, officers or directors, legal name, or registered agent, shall be communicated to MassCEC and MassVentures as soon as possible. MassCEC may request substantiation of all updated Organizing Documents, written consents or releases from co-founders, managers, or other key personnel of Grantee, explanation of accounting of any Grant dollars received to date, and other documentation as may be reasonably requested on a case-by-case basis. In the event that it is unclear who has authority to communicate with MassCEC or MassVentures on behalf of the Grantee, including the Project Manager identified by Grantee herein, MassCEC and MassVentures may also withhold or suspend payment if an awardee fails to provide timely documentation, materially deviates from the approved workplan or budget, fails to meet reporting obligations, or presents unresolved compliance, authority, funding duplication, or project viability concerns.

INTERACTIONS WITH OTHER MASSCEC PROGRAMS

Please note that although Applicants are encouraged to apply to multiple MassCEC grant award programs over their technology development lifecycle, MassCEC programs are designed such that each grant award program generally serves a company at a different stage of technology development. Grantees may only have one ongoing project at a time through the [Tech to Market grant programs](#). Applicants should reach out to MassCEC staff prior to applying if they are unsure of which program is the best fit.

MassCEC has no restrictions against considering applications for the same project in multiple programs but will only award a project under at most one (1) program. Applicants are encouraged to consider both programmatic fit and timeline considerations when determining which program(s) to apply under.

If the applicant is a previous awardee of this Program or another MassCEC program, it is still eligible to apply, provided that the scope of work being proposed under the Catalyst project is unique and does not replicate work that MassCEC has previously funded. Different components or iterations of the same previously funded technology are not eligible for funding, including proposals submitted by new

entities or spinouts based on research that has previously received MassCEC funding. Applications reflecting the same or substantially similar technology submitted under a different name, entity, or project title will also be considered duplicative. However, MassCEC reserves the right to disqualify Applications which have not been compliant with previous MassCEC awards and investments.

Applicants and awardees should understand that past or current noncompliance, unresolved reporting, payment documentation concerns, or failure to complete prior milestones may affect eligibility, contract execution, payment timing, monitoring requirements, or future funding consideration.

Please review the Sample Agreement in Attachment 2. You acknowledge that if your proposal is accepted by MassCEC, then you shall be bound to enter into an agreement with MassVentures on the same terms as those found in the Sample Agreement in Attachment 2 in order to receive grant funds. [Remainder of Page Intentionally Blank]

ATTACHMENT 1: AUTHORIZED APPLICANT'S SIGNATURE AND ACCEPTANCE FORM

Request for Proposals: Catalyst and Academic Activator Programs (the "RFP")

The undersigned is a duly authorized representative of the applicant named below (the "Applicant"). 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 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 MassVentures that shall set forth the terms and conditions (to be the same to those set forth in the Sample Agreement in Attachment 2, together the respective roles and responsibilities of the Applicant, and each member of its team, and MassVentures, 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: SAMPLE AGREEMENT

MassVentures General Terms and Conditions Massachusetts Clean Energy Technology Center [Catalyst/Academic Activator] Award Program

This agreement (the “Agreement”) is made and entered into, and effective on <Date>, 2025 by and between Massachusetts Technology Development Corporation dba MassVentures, (“MassVentures”), and:

name and include address (the “Recipient” (collectively, the Parties”) and contains the general terms and conditions which the Recipient must adhere to as a condition of receiving funds pursuant to the Massachusetts Clean Energy Technology Center (“MassCEC”) [Catalyst/Academic Activator] Grant Award Program. MassVentures will disburse funds only to the above-named recipient.

Whereas, MassVentures issued a Request for Proposals (the “RFP”) to solicit proposals for the Massachusetts Clean Energy Technology Center [Catalyst/Academic Activator] Grant Award Program. This program is funded by MassCEC and managed by MassVentures; and

Whereas, the Recipient issued a response to MassVentures’s RFP in the form of a proposal (the “Proposal”); and represented itself to be qualified to receive funds in accordance with the RFP requirements; and

Whereas, MassVentures selected the Recipient and wishes to award funds to the Recipient in accordance with MassVentures’s RFP.

Now Therefore, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Expenditure of Funds:** The Recipient agrees to expend all funds awarded hereunder in accordance with the terms and conditions contained in this Agreement and the provisions set forth in the attachments below:
Attachment A: Workplan and Additional Provisions entitled “ ” consisting of pages.

Only those attachments specifically referenced above shall apply. All attachments listed above are incorporated by reference into this Agreement and must be signed by representatives of both Parties and specifically labeled (e.g., “Attachment A, consisting of “n” pages”). The terms and conditions of this Agreement and any agreed upon amendments to the terms and conditions of this Agreement shall take precedence over any conflicting terms as may be attached hereto. The RFP shall be incorporated herein and made a part hereof.

2. **Amount of Award:** \$ 75,000

[No funds shall be disbursed under this Agreement until an authorized signatory of Recipient has executed this Agreement.]

3. **Term of the Agreement:** From: [DATE] To: [DATE]
(Start Date) (Completion Date)

4. **Responsible MassVentures Official:**

Vinit Nijhawan, Managing Director, MassVentures
Name of Individual Exercising Budgetary Control

5. Grant Amount; Rescission: MassVentures will distribute the grant funds to Recipient in three (3) installment payments as set forth in Attachment A.

Grant Amount. The Parties acknowledge and agree that the award amount in Section 2 is a maximum authorization, and MassVentures is under no obligation to transfer the full amount to Recipient, or any amount, in the event Recipient does not reasonably adhere to Scope of Work set forth in Attachment A. Recipient shall promptly notify MassVentures in writing (email acceptable) if it will not require all of the Grant funds to satisfy the requirements of this Agreement and shall return any unused Grant funds to MassVentures within forty-five (45) days of Recipient's notice to MassVentures.

Rescission. If Recipient becomes insolvent, makes an assignment of rights or property for the benefit of creditors, or files for or has bankruptcy proceedings instituted against it under the federal bankruptcy law of the United States, or if MassVentures reasonably believes that such an event is imminent, MassVentures, acting in its sole discretion, may rescind the remaining undisbursed portion of the Grant.

6. Recipient's Certification: Recipient certifies under the pains and penalties of perjury that pursuant to M.G.L. c. 62C, s. 49A, the Recipient has filed all applicable state tax returns, paid all applicable taxes and complied with all applicable laws of the Commonwealth (as defined in Section 17 hereof) relating to taxes; that pursuant to M.G.L. c. 151A, s. 19A(b), has complied with all applicable laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and that pursuant to M.G.L. c. 152, has complied with all applicable laws of the Commonwealth relating to Worker's Compensation. The Recipient further certifies under the pains and penalties of perjury that the Recipient is in compliance with all applicable Federal and State employment statutes, rules and regulations, including, but not limited to those dealing with the payment of wages and prohibiting discrimination in employment. Pursuant to federal law, Recipient shall verify the work authorization of all workers assigned to this Agreement without engaging in unlawful discrimination; and Recipient shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

7. Other Requirements:

- a. *Monitoring and Evaluation.* Recipient agrees to support MassVentures' program monitoring and evaluation activities, and MassVentures's dissemination of information regarding Recipient's experiences. To this end, Recipient agrees that its key personnel and contractors working on the Project will be available at reasonable times with advance notice to be interviewed by MassVentures or its authorized representatives for purposes of obtaining information on the status of the Project, evaluating the Program, and/or case study development. Recipient agrees to (a) provide Project status updates to the Technical Consultant approximately once per month during the course of the Project; and (b) respond promptly to inquiries for documentation or information from MassVentures or its Technical Consultant.
- b. *Grant Administration.* Recipient shall use the Grant funds only for the activities described in the approved Project Workplan. Recipient shall maintain financial records relating to the receipt and expenditure of all Grant funds in accordance with the terms set forth under this Agreement for a period of seven (7) years starting on the first day after final payment under the Agreement.
- c. *Grant Expenditure.* All costs incurred by Recipient before the Effective Date are incurred voluntarily, at Recipient's risk and upon its own credit and expense. Recipient shall not incur any costs to be charged against Grant funds prior to the Effective Date.
- d. *Allowable Expenses.* Recipient's costs uniquely associated with the Project and incurred directly in the completion of Milestones set forth in the Project Workplan and identified in the Project Budget (the "Allowable Expenses") shall be eligible for Cost Share. For the avoidance of doubt, Allowable Expenses shall not include general administration, overhead, mark-ups, travel (by Recipient) or general-purpose facilities, equipment, materials, or software.
- e. *Massachusetts Presence and Registration Requirement.* During the Term, Recipient shall maintain a majority of the following of its business operations in the Commonwealth: (i) the location of the company headquarters; (ii) primary sales and marketing operations; (iii) primary manufacturing operations; (iv) primary research and development operations (the "Massachusetts Presence Requirement"). Recipient shall immediately notify MassVentures in writing in the event at any time during the Term it is no longer in compliance with the Massachusetts Presence Requirement.], and MassVentures shall, in its sole discretion, terminate the Agreement and rescind any Grant payments if Recipient no longer satisfies the Massachusetts Presence Requirement. Additionally, Recipient represents and warrants that Recipient is registered and in good standing with the Secretary of State's Office of the Commonwealth of Massachusetts.

- f. *Changes to Corporate Structure.* Recipient shall notify MassCEC and MassVentures, in writing (email acceptable), of all changes (“Changes”) to its articles of incorporation, articles of organization, annual filings with the Secretary of State’s Office, or any similar organizing documents (“Organizing Documents”), including, but not limited to, changes to the Recipient’s structure, officers or directors, legal name, or registered agent, as soon as possible. MassCEC may request substantiation of all updated Organizing Documents, written consents or releases from co-founders, managers, or other key personnel of Recipient, explanation of accounting of any Grant dollars received to date, and other documentation as may be reasonably requested on a case-by-case basis. In the event that it is unclear who has authority to communicate with MassCEC on behalf of the Recipient, including the Project Manager identified by Recipient herein, MassCEC may in its sole discretion suspend payments under this Agreement until there is a clear authorized representative of the Recipient
8. Availability of Funds: Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at any time not forthcoming or insufficient, either through the failure of the Commonwealth of Massachusetts or MassVentures to receive funds, appropriate or authorize the use of funds, or a discontinuation or material alteration of the program under which grant funds were provided, this Agreement shall be terminated immediately upon the Recipient’s receipt of notice from MassVentures to said effect, without liability to MassVentures for damages, penalties or other charges arising from early termination.
9. Termination: This Agreement may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Recipient fails to fulfill its obligations under this Agreement or associated Attachments, MassVentures may terminate this Agreement by giving written notice to the Recipient at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by MassVentures. Upon termination of this Agreement for any reason, the Recipient shall promptly return to MassVentures any funds awarded by MassVentures that remain unexpended or unobligated by Recipient as of the date of termination.
10. Recipient’s Qualifications and Performance: In accordance with the terms and conditions of this Agreement, the Recipient represents that it shall comply with all requirements of the RFP and the Proposal and if Recipient is to provide services hereunder, it has obtained all requisite licenses and permits to perform the services. In addition, the Recipient agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.
- a. Recipient will, for the full duration of the Agreement, ensure that the Proposal qualifies as “climatetech” or “climatetech research” as such terms are defined in M.G.L. c. 23J, as amended (collectively, the “Climatetech Project Qualifications”)

11. Disclaimer: Nothing in this Agreement shall be deemed to create a partnership, joint venture, employment relationship or agency relationship between the Recipient and MassVentures, nor create between the Parties nor as to any third party any legal rights or responsibilities other than those explicitly contained herein. MassVentures shall not be obligated under any contract, subcontract, or other commitment made by the Recipient.
12. Publication, Publicity; Use of Name:
- a. Each party shall collaborate directly with MassCEC to prepare any public statement media strategy or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which MassCEC is concerned or discussed, including, but not limited to, any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events or editorial boards which relates 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. The Recipient shall not announce the news of this award in any way prior to the public announcement from MassCEC. If news of the award is disclosed to the public prior to MassCEC's announcement, the Recipient will lose all rights to claim the award.
 - c. Recipient agrees that MassCEC shall have the right to make use of and disseminate, in whole or in part, all work products, reports, and other information produced in the course of the Project, and to use the information therein contained to produce summaries, case studies, or similar information resources as set forth in Section 15 below.
 - d. Recipient will be free to distribute and publish research results and other products of their research in works such as academic journals, books, online publications, unpublished working papers, reports, information included in presentations for academic seminars and conferences, and other materials based on the research activities conducted under this Agreement.
13. Conflict of Interest Prohibited: The Recipient represents to its knowledge that none of its officers, directors, employees, agents, contractors, managers or other representatives have or will have a personal financial interest in the expenditure of the funds awarded under this Agreement. Recipient acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Recipient agrees to comply with all requirements of the statute in the performance of this Agreement.
14. Recordkeeping, Audit, and Inspection of Records: The Recipient shall maintain books, records and other compilations of data pertaining to the expenditure of funds pursuant to this Agreement to the extent and in such detail as shall properly substantiate the propriety of the expenditures. All such records shall be kept for a period of seven (7) years from the date of last expenditure. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting there from, or until the end of the applicable retention period, whichever is later. MassVentures or any of its duly authorized representatives or designees 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 Recipient which pertain to the provisions and requirements of this Agreement. Such access shall include on-site audits, review, and copying of records.
15. Reports: In connection with reports prepared by Recipient for or at the request of MassVentures (collectively, the "Report Deliverables"), Recipient hereby grants to MassVentures, and its respective successors and assigns the right to use the Report Deliverables for its internal non-commercial educational and research purposes.
16. Compliance with Laws: The Recipient shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the Commonwealth and any governmental authority when expending funds awarded pursuant to this Agreement.
17. Confidentiality/Privacy: Recipient shall comply with all applicable state and federal laws and regulations relating to confidentiality, privacy, and security. In the performance of this Agreement, the Recipient may

acquire or have access to “personal information” (as defined by M.G.L. c.93H), or “personal data” and become a “holder” of such personal data (as defined by M.G.L. c. 66A). Such “personal information,” and “personal data” shall be deemed to be “Personal Information.” Recipient shall implement feasible safeguards to restrict access and ensure the security, confidentiality and integrity of all Personal Information owned, controlled, stored, or maintained by MassVentures and provided to or accessed by Recipient in the performance of services irrespective of the medium in which it is held. The Recipient agrees that it shall inform each of its employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality, privacy, and security.

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

18. Choice of Law: This Contract is entered into in the Commonwealth of Massachusetts (the “Commonwealth”), and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
19. Forum Selection: The Parties agree to bring any action arising out of or relating to this Agreement or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Recipient expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by MassVentures or the Commonwealth arising out of or relating to this Agreement, or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.
20. Assignment and Delegation: The Recipient shall not assign or in any way transfer any interest in this Agreement without the prior written consent of MassVentures, nor shall the Recipient subcontract any service without the prior written approval of MassVentures. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.
21. Severability: If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.
22. Waivers: All conditions, covenants, duties and obligations contained in this Agreement can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.
23. Amendments: This Agreement may be amended only by written agreement of the Parties, executed by the Parties’ respective authorized representatives and in compliance with all other regulations and requirements of law.
24. Entire Agreement, No Third-Party Beneficiaries: This Agreement is the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or verbal, relating to the subject matter herein. MassVentures and Recipient hereby acknowledge and agree that, except as expressly set forth herein in Sections 5 and 15 with respect to MassCEC, there are no third party beneficiaries to this Agreement, and, accordingly, except as expressly set forth herein with respect to MassCEC, no third party shall have the right to enforce this Agreement for the benefit of such third party or against the interests of Recipient or MassVentures.
25. Notice: Unless otherwise specified, any notice hereunder shall be in writing addressed to individuals at the address indicated below (Name, postal address, phone, email address). Recipient shall obtain prior written approval from MassVentures to make any change to its individuals listed below. For the avoidance of doubt, MassVentures may update its individuals listed without amending this Agreement. Recipient represents and

warrants that its Project Manager is authorized to communicate with MassVentures on behalf of Recipient.

To MassVentures: Vinit Nijhawan, Managing Director, MassVentures,
1075 Main Street, Suite 100, Waltham, MA 02451
Phone 978-590-0400, vnijhawan@mass-ventures.com

To the Recipient: _____

26. Indemnification; Limitation of Liability:

- a. **[IF COMPANY AWARDEE]** To the fullest extent permitted by law, Recipient shall indemnify and hold harmless the Commonwealth, MassCEC, MassVentures 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 Recipient, its officers, directors, employees, agents, subcontractors, or assigns under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Recipient, its officers, directors, employees, agents, subcontractors, or assigns under this Agreement. Without limiting the foregoing, Recipient shall indemnify and hold harmless each Covered Person against any and all Damages that may arise out of or are imposed due to the failure to comply with the provisions of applicable law by Recipient or any of its agents, officers, directors, employees, subcontractors, or assigns.
- b. **[IF COMPANY AWARDEE]** Directors, officers, employees, agents and assigns of MassVentures or MassCEC shall not be held personally or contractually liable by or to the Recipient under any term or provision of this Agreement or because of any breach thereof.
- c. **[IF ACADEMIC AWARDEE]** To the fullest extent permitted by law, each Party shall assume liability for its own acts of negligence or willful misconduct in the performance of its obligations hereunder in accordance with the Massachusetts Tort Claims Act (M.G.L. c.258)
- d. **[IF ACADEMIC AWARDEE]** 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 Recipient's, its employees', agents', or assigns' performance of the Project under this Agreement.
27. Counterparts: This Agreement may be executed in two (2) or more counterparts, and by the Parties on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
28. Grants may be considered taxable income by the IRS and the Massachusetts Department of Revenue. Recipient is solely responsible for any failure to timely consult with a tax professional to determine the federal and/or state implications of this Agreement.
29. MassCEC & MassVentures grant Recipient a non-exclusive and royalty-free license solely to use MassCEC's and MassVentures's trademarks and logos to identify MassCEC and MassVentures as a sponsor on the sponsorship materials, maps, signage, and informational, advertising, and promotional materials in accordance with the Scope of Work. Such license shall extend to third-parties only to the extent necessary to produce and distribute such materials. [section 11]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Massachusetts Technology Development Corporation,
dba MassVentures

RECIPIENT

Sig: _____

Sig: _____

Name: Charles Hipwood

Name: _____

Title: President and CEO

Title: _____