



Request for Proposals:
InnovateMass Program
Fall 2026

Date of Issue: September 1st, 2026

Proposals Due: October 20th, 2026, by 11:59 PM EDT

Questions Deadline: September 29th, 2026

All proposals must be submitted to:
[Online Application Portal](#)

1. SUMMARY

This Request for Proposals (“RFP”) is issued by the Massachusetts Clean Energy Technology Center (“MassCEC”) to solicit Applications from eligible entities (“Applicants”) for participation in MassCEC’s InnovateMass Program (“InnovateMass” or the “Program”). InnovateMass supports the commercialization of innovative clean energy and climate technologies being developed and demonstrated by growth-stage companies in the Commonwealth of Massachusetts (the “Commonwealth”).

2. DEFINITIONS

InnovateMass 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.

For purposes of this RFP, the following terms are defined below and shall apply throughout:

1. Technical Consultant, (“Technical Consultant”): a third-party entity that delivers project management and technical support.
2. Lead Applicant (“Lead Applicant”): Must be a Massachusetts-based¹ Climatetech Startup with proprietary technology intended for deployment and meet the definition of a small business as established by the U.S. Small Business Administration's (“Table of Small Business Size Standards”). **Lead Applicant’s technology must be at a Technology Readiness Level (“TRL”) of 5 to 8. Lead Applicants are required to calculate and submit an Adoption Readiness Level (“ARL”) assessment as part of their Application; however, there is no minimum or maximum ARL requirement for eligibility. While technologies demonstrating “Medium Readiness” or “High Readiness” may be viewed as a better fit for the Program, ARL scores will not be used as an eligibility criterion.**
 - The Lead Applicant must be a United States-based company at the time of Application.
 - A United States-based company is defined as a company that meets all of the following criteria:
 - Lead Applicants must maintain their headquarters in the United States, possess a valid W-9 with a U.S. address, maintain a U.S. bank account, and have at least 50% of their employees residing and working in the United States at the time of Application. Upon award notification, Applicants will be required to submit a W-9 form, and MassCEC reserves the right to request additional documentation to verify eligibility. Companies with significant operations or a substantial presence outside of the United States are not eligible to apply.
 - If the Lead Applicant is a subsidiary of a non-U.S.-based company, the Lead Applicant must independently satisfy all of the requirements of a United States-based company as defined above.
3. Public Benefit Site, (“Public Benefit Site”):
 - Massachusetts publicly owned facilities.
 - Low- and moderate-income (“LMI”) buildings located within the Commonwealth.
 - Single-family residential homes that are owned by residents meet less than sixty percent (60%) and have deed restriction and/or fuel assistance verification.
 - Multifamily affordable housing buildings that have an eligibility letter from the Low-Income Energy Affordability Network (LEAN)’s Low-Income Multifamily (LIMF) Energy Retrofits Program; or A deed restriction that explicitly states the development has reserved at least fifty percent (50%) of the units for households earning eighty percent (80%) or less of state median income.

¹ (“Massachusetts-based Company”) is defined, for the purposes of this RFP, as a company that currently maintains, and will maintain throughout the Project, a majority of the following in Massachusetts: (1) company headquarters (primary executives located in Massachusetts); (2) primary research and development operations; (3) primary manufacturing operations; and (4) primary sales and marketing office. A majority of the applicable functions must be located in Massachusetts (e.g., three of four, or two of three).

- A site that is physically located in a MA-based Gateway City² or Burdened Area³ is in an underserved geographic region (i.e., such as Western Massachusetts, the Berkshires, or Cape Cod).

3. ABOUT MASSCEC

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

4. ABOUT MASSVENTURES

MassVentures serves as the InnovateMass Technical Consultant, supporting program administration through project management, startup advising, and other key program support functions.

Outside of InnovateMass, MassVentures finds, funds, and fosters early-stage deep tech that fuels economic growth across the Commonwealth. MassVentures is intentional about supporting founders who have diverse backgrounds or are from diverse geographies in the state. Some examples of MassVentures' work in the Commonwealth include:

- Facilitating technology transfer between research institutions and MA companies;
- Making equity investments in early-stage deep tech companies;
- Promoting collaboration between research institutions and the Commonwealth's innovation industry;
- Assisting in the growth of MA companies, including startups, by enhancing technological leadership; and
- Supporting regional and statewide economic development priorities.

By working closely with MassVentures through MassCEC's InnovateMass Program, entrepreneurs gain access to a broad range of funding opportunities and technical assistance resources available through MassVentures, as described at www.mass-ventures.com.

5. INNOVATEMASS PROGRAMS GOALS AND DESCRIPTION

In this solicitation, MassCEC intends to award up to Three Hundred Fifty Thousand Dollars (\$350,000) in grant funding per project, along with technical support, to growth-stage companies developing novel clean energy or Climatetech technologies (as defined in Section 2), or innovative combinations

² www.mass.gov/doc/gatewaycitiesdocx/download

³ experience.arcgis.com/experience/0e1a1991dd4b4b37ba0298bf74f347a0

of existing technologies, that demonstrate strong commercialization potential and deliver significant, measurable clean energy and/or climate benefits.

The amount and number of awards are subject to available funding, appropriations, internal authorization, satisfactory due diligence, and execution of an acceptable grant agreement. The RFP, finalist selection, or proposed award is not a binding commitment and MassCEC may reduce awards, make no awards, or cancel, suspend, amend, or reissue the solicitation without liability.

While InnovateMass funding may support the development of any technology or business model that meets MassCEC's definition of Climatetech (as defined in Section 2), priority will be given to projects in one or more of the following Focus Areas ("Focus Area(s)") that leverage advanced or applied technologies to mitigate greenhouse gas emissions (e.g., carbon dioxide), or help communities, infrastructure, and businesses adapt to the impacts of climate change and increase resilience.

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 further 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](#)). Companies developing CDR technologies are encouraged to apply to InnovateMass. All Applications remain subject to the Program requirements outlined in this RFP.

The goal of InnovateMass is to accelerate the commercialization of Clean Energy Technologies, Climate Technologies, or Climatetech (as defined in Section 2) and related innovations at Technology

Readiness Levels 5 (“component and/or process validation in a relevant environment”) through 8 (“actual system/process completed and qualified through pilot and demonstration”) by providing funding for demonstration projects that validate technology performance and advance commercialization readiness. Applicants should use the provided [TRL Calculator](#) and [Guidance Document](#) to conduct a self-assessment and determine program fit. Demonstration projects may also evaluate the viability of new or innovative business models, where applicable. Technologies below TRL 5 are not eligible for InnovateMass but may be eligible for MassCEC’s [Catalyst Program](#). MassCEC reserves sole discretion in determining a technology’s TRL and eligibility for the Program.

Furthermore, **Adoption Readiness Level (“ARL”)**⁴ 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 InnovateMass are expected to be at a “Low Readiness Level” for this program (approximately ARLs 4 through 9.)** Applicant use of the 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.

In addition to grant funding, the Program provides awardees with third-party project management and technical support through the Technical Consultant (defined in Section 4). The Technical Consultant will meet regularly with awardees to review Project Workplans, identify and address technical and project-related challenges, and support performance monitoring, evaluation, and overall project execution.

Successful applicants will propose projects that address critical climate and energy challenges while advancing the growth of the Commonwealth’s clean energy and climatetech economy.

This Program utilizes a two-part (2) Application process:

1. Applicants must submit a completed InnovateMass Application Form and all required supporting documentation (the “[Application](#)”) in accordance with the requirements outlined in Section 6.; and
2. Applicants whose Applications are selected to advance to the finalist stage will be invited to present their proposed project to a panel of Program judges.

InnovateMass 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

⁴ www.energy.gov/technologycommercialization/adoption-readiness-levels-arl-framework

(“GHG”) emissions or lessen the impacts of climate change through adaptation, resiliency and environmental sustainability, as further described in Section 2. 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:

- **Evident Battery (Somerville, MA)** to demonstrate its AI-enabled, non-destructive EV battery diagnostic platform through pilot testing with *Borusan, CarGroup, and Henkel* to validate battery health assessments and identify battery pack failure modes.
- **Active Surfaces (Woburn, MA)** to demonstrate its ultra-lightweight, flexible solar technology with *Colgate-Palmolive* and validate performance, durability, and commercial rooftop deployment.
- **Reframe Systems (Andover, MA)** to demonstrate a factory-based solar integration process for modular multifamily housing with *Somerville Community Corporation*, reducing rooftop solar installation costs and construction timelines for net-zero housing.
- **EvoIOH (Palo Alto, CA)** to demonstrate its low-cost hydrogen electrolyzer technology with *Ivys Systems* at *Greentown Labs* and validate clean hydrogen production for fuel cell vehicle refueling applications.

6. ELIGIBILITY

Applicant:

Proposed projects must include at least two (2) entities (collectively, the “Applicant Team”): a (“Lead Applicant”) and one or more (“Demonstration Partner(s)”), which will collaborate to execute the proposed demonstration project. The Applicant Team must include at least one (1) Demonstration Partner that will provide a suitable host site for the proposed project (the “Project Site(s)”).

Eligibility criteria for Applicant Teams and project formation:

- **Lead Applicant**
 - The Lead Applicant that are considered the “best fit” for this Program typically have raised between \$1 million and \$10 million in capital and employ between five (5) and thirty (30) full-time equivalent (“FTE”) employees. Companies that fall outside of these ranges are still encouraged to apply and will be considered if they meet all eligibility requirements; however, they may be competing against applicants that more closely align with this best-fit profile.

- If awarded, the Lead Applicant will enter into a grant agreement directly with MassCEC, receive grant funds, and be responsible for fulfilling all project deliverables and reporting requirements under the grant agreement.
- The Lead Applicant is required to be a Massachusetts-based Company, as defined in Section 2.
 - At time of application, companies are not required to be Massachusetts-based, but must explain in the proposal of plans to relocate to Massachusetts before the time of award announcement. If awarded, the award will be contingent on meeting the MA presence requirement listed in this RFP.
 - If awarded, the Lead Applicant must be registered and in good standing with the Secretary of State's Office of the Commonwealth of Massachusetts by the point of contract execution, and for the duration of the contract term.
- The Project Site(s) are not required to be located in Massachusetts.
- *The Lead Applicant must demonstrate sufficient financial, operational, and managerial capacity to complete the project, fund required Cost Share, and manage reimbursement timing. The Lead Applicant must permit MassCEC to request financial statements, cash-flow projections, capitalization and financing information, good-standing and tax documentation, liens and litigation disclosures, and bank verification. The Lead Applicant remains fully responsible for all partners, subcontractors, vendors, compliance, documentation, and deliverables.*
- **Demonstration Partner(s):**
 - Demonstration Partners may be prospective customers, end users, or other organizations capable of providing a suitable site for the proposed demonstration project.
 - It is permissible for a Demonstration Partner to participate in more than one Application submitted to the Program.
 - All Demonstration Partners must submit a signed Letter(s) of Commitment ("LoC") describing their role in the proposed project and confirming their commitment to providing the project site and/or other resources necessary for successful project execution. MassCEC has provided a Letter of Commitment template for Applicants to use in connection with this RFP.
 - At least one Demonstration Partner on each project proposal must represent a target customer or end user of the technology being demonstrated. For example, an incubator or accelerator organization would generally not qualify as the sole Demonstration Partner unless the technology is specifically intended for deployment in incubator or accelerator facilities.
 - Demonstration Partners must participate throughout the duration of the proposed project and support the core objectives of the technology demonstration.
 - If the proposed technology will be demonstrated in residential homes, the Application must include at least one LoC from a homeowner who is not an employee of the Lead Applicant, an immediate family member of an employee, or an individual with a personal relationship that could create a conflict of interest.

- MassCEC may consider alternative documentation in place of the required LoC (e.g., a letter of support or letter of intent), but only if the applicant requests an exception by submitting a written justification to Innovate@masscec.com. MassCEC will determine, in its sole discretion, whether an exception will be granted. Exceptions may be considered in circumstances such as federal funding freezes affecting a project partner or other extenuating circumstances on a case-by-case basis. MassCEC cannot guarantee that an exception will be granted. If an exception is approved, the applicant must submit a fully executed LoC that satisfies all Program requirements by the time of finalist notification; otherwise, the application will be withdrawn from consideration.
 - Applicant Teams may also include additional technology providers serving as Demonstration Partners, as well as service providers, subcontractors, and other team members that contribute funding, expertise, or other resources necessary for successful project execution.
- **Cost Share**
 - Awardees must provide Cost Share equivalent to at least fifty percent (50%) of the grant amount awarded, or a minimum of twenty-five (25%) of the grant awarded for projects at any of the Public Benefit Project Sites defined in Section 2.
 - *Cost Share must be eligible (as described under “Cost Share Requirement” in Section 10. Budget), necessary, reasonable, allocable, incurred during the approved project period, contemporaneously documented, and not reimbursed by or counted toward another funding requirement without written approval. Unsupported, duplicative, or unallowable amounts may result in a proportional award reduction, payment withholding, or repayment.*
- **Technology Readiness Level (TRL)**
 - The Climatetech being proposed for demonstration must be at TRL 5 through 8⁵ at time of Application.

Project:

Applicants may not submit projects involving technologies that are not proprietary to the Lead Applicant. Technologies that are already widely deployed or commercially available in other markets, including international markets, are generally ineligible unless the Applicant can demonstrate that the Massachusetts market presents unique conditions requiring additional testing, validation, adaptation, or demonstration to establish the technology’s commercial viability within the Commonwealth. The Lead Applicant must own or control all rights necessary to develop, demonstrate, and commercialize the technology and to disclose material license restrictions, liens, disputes, third-party claims, and required institutional approvals. The Lead Applicant must permit MassCEC to require license, option, assignment, or ownership documentation. The Lead Applicant will be responsible for securing necessary rights and addressing infringement claims.

⁵ www.masscec.com/sites/default/files/documents/MassCEC_Readiness_Calculator_1.xlsm

Applicants may not submit Applications to the Program for the same technology, product, or concept more than three (3) times, unless there has been a substantial advancement in the technology, market opportunity, or commercialization pathway that materially strengthens the case for funding. MassCEC strongly encourages reapplicants to describe how they have incorporated prior feedback from MassCEC and/or Program judges into their updated Application.

Previous InnovateMass awardees may apply only if the proposed project involves a new and distinct technology, product, or market opportunity from that supported under a prior InnovateMass award. In such cases, the Lead Applicant must clearly explain how the proposed project differs from the previously funded effort and why additional InnovateMass funding is necessary to advance commercialization. Any previously funded InnovateMass project must be completed before the Lead Applicant may receive funding for a subsequent InnovateMass project.

7. ESTIMATED TIMELINE

Applications to InnovateMass are accepted on a biannual basis. This RFP applies only to the application cycle beginning in Fall 2026. MassCEC expects to release a subsequent RFP in early 2027 for the next application cycle and will post notices of future funding rounds on the Program webpage as they become available. 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 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

September 1, 2026	Application Period Opens
September 29, 2026	Deadline to Submit Questions
October 2, 2026	MassCEC to post responses to questions
October 20, 2026	Applications Due by 11:59PM EDT
Early December 2026	Applicants Notified of Finalist Status
Early January 2027	Finalists' Presentations
Late January/Early February 2027	Finalists Notified of Award Status

Process for Awards

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

1. Written proposals are received through the [online Application portal](#) and distributed to a pool of independent industry experts for review;
2. Written proposals are reviewed and scored;
3. All Applicants are notified of their finalist status;
4. Finalists submit a draft pitch deck to MassCEC and its Technical Consultant about their technology/project and intended use of Program funds;
5. Finalists are coached on presentation content, and delivery;

6. Finalists will present and discuss their proposed projects with a panel of independent industry experts, who will evaluate and score each proposal.
7. Finalists are notified of their award status, Awardees are notified and feedback is provided to all finalist teams; and
8. Awardees will develop a Project Workplan with MassVentures, execute a grant agreement with MassCEC, and submit required reports and deliverables throughout the project.
 - a. 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. Payments will be milestone-achieved-based, conditioned on accepted deliverables, invoices, proof of expenditure, budget-to-actual reporting, and Cost Share support. MassCEC expressly reserves the right to reject unsupported costs, withhold, reduce, offset, or suspend payments, audit records; disallow costs; terminate or de-obligate the award; and recover funds for inaccurate information, misuse, noncompliance, Cost Share shortfalls, or unmet material milestones.

Please note that, if selected for an award under InnovateMass, the Applicant Team and award information may be publicly disclosed by MassCEC.

Proposals that are not received by the close of the Application period will not be considered.

8. HOW TO APPLY

Applicants must apply through the [online Application portal](#).

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:

- **Completed Application Form** submitted through the [online Application portal](#).
- **Attachment A:** InnovateMass Application Signature Acceptance Form
- **Attachment B:** Project Workplan and Budget. Using the Project Workplan Template ([50% Cost Share Project Workplan Template](#) or [Public Benefit Site Project 25% Cost Share Project Workplan Template](#)), the Lead Applicant must:
 - A proposed project workplan and budget must include clear milestones, deliverables, anticipated completion dates, and the proposed use of each funding installment. Applicants should identify any dependencies, required institutional approvals, procurement lead times, licensing constraints, or matching funds that could affect the ability to complete the project on the proposed timeline.
 - Briefly describe the proposed demonstration project, including key tasks, milestones, responsible parties, project timeline, and the proposed approach and schedule for monitoring and collecting the performance data necessary to evaluate project outcomes.
 - Include an estimated project budget, including the total project cost, total grant funding request, and total cost share contribution (equal to at least fifty percent (50%))

of the grant request, or twenty-five percent (25%) for projects at Public Benefit Project Sites).

- **Attachment C:** A completed copy of the [Technology Readiness Level \(TRL\) Calculator](#)
- **Attachment D:** A completed copy of the [Adoption Readiness Level \(ARL\) Assessment](#)
- **Attachment E:** Signed Letter(s) of Commitment from all Demonstration Partners, as described in Section 6. An optional, but suggested, LoC template is provided at the end of this RFP as “Attachment E”.
- **Key Personnel Résumés:** Full Résumés for Key Personnel from the Lead Applicant Team are a Required Application Material
- **Public Benefit Project Site Verification** (if applicable): As described in Section 2.

Proposals may also include:

- Optional attachments might include, but are not required nor limited to the following: Letters of Support, Schematics, or Diagrams

Please note that all attachments must be submitted through the Application Portal along with the Application Form. Applicants will be prompted to upload the required attachments and will be provided with applicable attachment templates within the Application Portal.

By applying, the Lead Applicant certifies that the application is complete and accurate; the Lead Applicant is not suspended, debarred, or otherwise ineligible; requested costs are not duplicated or unsupported; and all actual, potential, or perceived conflicts and related-party transactions have been disclosed. MassCEC requires prompt notice of material changes in financial condition, ownership, litigation, regulatory status, financing, intellectual-property rights, Project Site, or ability to complete the work. MassCEC has the right to modify or withdraw an award based on those changes.

Do not disclose any proprietary or confidential information in your proposal. Applicants will receive an email confirming receipt of their completed proposal.

*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.*

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.

MassCEC is interested in understanding the composition of its applicant and awardee pool today, to help inform future program design. Applicants are encouraged, but not required, to complete the [30-](#)

[second self-assessment](#) (the “Assessment”) as part of the Certification Program for the [Supplier Diversity Office of Massachusetts](#) (SDO). Applicants who choose to complete the Assessment are encouraged to provide a screenshot of the results page with their application packages to support MassCEC’s data collection efforts.

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.

MassCEC shall oversee the application review and award selection process and shall have sole discretion to approve, modify, or reject funding recommendations made by the judging panel. All determinations and decisions made by MassCEC with respect to the Program are final and are not subject to appeal, reconsideration, or further discussion. MassCEC reserves the right to reject any Application that fails to comply with the requirements of this RFP, does not satisfy Program eligibility criteria, contains materially incomplete or inaccurate information, or otherwise does not provide sufficient information to support a thorough evaluation.

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

Successful Applicants will demonstrate that:

- Technology featured in the project has strong commercialization potential;
- The developed partnership will allow the technology to be validated in a demonstration setting, including a host site for the proposed project;
- Proposed project will advance the technology’s commercial readiness;
- Proposed project will enable an emerging Climatetech Company (as defined earlier) to demonstrate the value of its technology to potential customers and investors;
- Required Cost Share has been secured (as defined in Section 10.);
- Proposed project addresses a critical energy, or climate change-related challenge, and reduces or prevents greenhouse gas (GHG) emissions and/or these climate change related challenges;
- The proposed project is viable and feasible within the budget proposed and the timeframe allowed by the Program.

Reviewers will be asked to evaluate Applications based on the following criteria, 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
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Technical Merit	The proposed technology is at TRL 5–8 and this is justified by appropriate validation. The technology is innovative, technically viable, and addresses a significant industry challenge or market opportunity. The proposal demonstrates an understanding of existing alternatives and presents a compelling case that the proposed technology offers meaningful advantages over current solutions. Applicants are strongly encouraged to include performance data, prior pilot results, etc. to prove technical merit. The climatetech is defensible and in addition will have a strong and sustainable competitive advantage.
Commercialization Potential	The proposal demonstrates that the target market is sufficiently large and/or experiencing strong growth, with clear drivers for technology adoption. It presents a compelling value proposition, a viable commercialization and sales strategy, an understanding of relevant policy and regulatory considerations, and a credible path to market supported by a sustainable business model.
Clean Energy and Climate Impact and Project Benefits	The technology demonstrates the potential to deliver transformative climate and clean energy impacts, representing a significant advancement over existing solutions. 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).
Applicant Team	The Lead Applicant and Applicant Team demonstrate the qualifications, experience, and capabilities necessary to successfully execute the proposed project and advance the technology toward commercialization. The proposal reflects a clear understanding of the technical, operational, and market milestones required to bring the technology to market and achieve long-term commercial success.

Impact of Project Workplan	The Project Workplan should clearly describe how the Applicant Team will demonstrate successful completion of project milestones and advance the goals of the InnovateMass Program. A strong Project Workplan will be relevant to the Program, achievable within a twenty-four (24)-month project period, and describe how the Applicant Team will mobilize the resources necessary to complete the proposed work according to the project timeline. It should include a clear installation, monitoring, and evaluation plan, as well as a detailed budget describing how grant funds and cost share will be allocated across project activities and milestones. Reviewers may consider whether the proposed project plan contains measurable milestones, realistic timing, appropriate sequencing, reasonable cost assumptions, adequate staffing or institutional support, and sufficient documentation to support installment-based payments and monitoring. Proposals with vague deliverables, unsupported budget assumptions, compressed or unrealistic timelines, or unclear accountability for completion may score lower under this criterion.
Public Benefit Site ⁶	Reviewers will be asked to evaluate the Public Benefit Site relevancy of the project. Public benefit sites can merit up to an extra 2 points, additional to the total score of the criteria listed above. +0 = Public Benefit Site is not applicable. +1 = Applicant company headquarters or project site is in a Public Benefit Site, as defined in Section 2. +2 = Applicant company headquarters and project site is in a Public Benefit Site, as defined in Section 2.

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 above, if Applicants score highly, they will be advanced as finalists and invited to pitch their projects to a virtual panel of judges. There is an additional

⁶ MassCEC will determine underserved geographic region points based on the application.

evaluation process for finalists at the pitch stage, based on the same five evaluation criteria. The cumulative array of pitch scores from the group of judges are averaged to result in a total average pitch score out of 25 points. This average pitch score is added to the average written review score to reach a finalist total score out of 50 points.

Please note that this program is highly competitive.

10. BUDGET

Uses of Funds

InnovateMass awards of up to Three Hundred Fifty Thousand Dollars (\$350,000) are paid to grantees on a milestone and deliverable basis. Milestones and deliverables are to be memorialized, with target completion dates and scopes of work associated with each milestone, in a detailed Project Workplan (the ("Project Workplan"); see template in Attachment B).

Project Workplan Details:

- There should be between five (5) and eight (8) milestones, not more than eight (8). The first milestone and associated deliverable will be the full execution of a contract between Lead Applicant and MassCEC, including the completion of an updated and more detailed Project Workplan. Awardees are eligible for a grant installment of up to ten percent (10%) of their total grant for this first milestone.
- The final milestone and deliverable for all grantees will be the completion of a final report and virtual presentation to MassCEC. Final report topics may include but are not limited to the project's overall execution, findings, challenges, and solutions, and intended next steps. No less than five percent (5%) of the total grant amount will be allocated to this final milestone.

With each milestone submission, Grantee shall submit a metrics collection form to track improvement over the life of the InnovateMass project (such as jobs supported, TRL, etc.). MassCEC will provide a template and Grantee and MassCEC will discuss metrics reporting during contracting.

Grant funds will not be disbursed until initiation of the project, including the final approval of the proposed Project Workplan by the Program Technical Consultant and MassCEC staff and the execution of a grant agreement. Awardees will be notified in writing when each of these steps is complete. Applicants should give careful thought to their cash flow needs and must be prepared to support those needs. The grant agreement will require the Lead Applicant to obtain MassCEC approval for changes or revisions to the Project Workplan or the budget.

Applicants should be aware that, if awarded, the award letter will stipulate that if after a period of six (6) months from the date of the award notification, an awardee has not completed an approved

Project Workplan and a signed grant agreement, the award may be rescinded at MassCEC's sole discretion. This does not preclude the awardee from reapplying to the Program in a future funding round. If the project and final project milestones have not been completed twenty-four (24) months from the Project Workplan approval date, MassCEC reserves the right to reduce or rescind any remaining award amounts at its sole discretion.

ELIGIBLE BUDGET ITEMS

Budget items must be:

- Uniquely associated with the proposed project;
- Justified as to why it is a necessary and reasonable part of the project; and
- Incurred after the execution of a grant agreement with MassCEC.

All budget items generally fall into one (1) of three (3) categories: 1) eligible cash expenses; 2) eligible cost share expenses; or 3) other budget items ineligible for grant funding or cost share. It must be clear why each budget item is necessary for the project.

The following items are expenses that may be included in the project budget:

- Materials, Equipment, Facilities and Supplies: The equipment must be a new purchase, though the purchased equipment may be new or used. May include parts and equipment supplied to selected applicants as part of a lump-sum contract.
- Transport (i.e., transporting a key piece of equipment): The proposal should document why transportation is required for the project.
- Travel: Allowable for consultants retained by Applicant Teams as a subcontractor only. Subcontractor travel should be included in overall subcontractor hourly rates when reported as a deliverable. Travel is not an eligible grant expense, however, grantees can attribute travel expenses to cash cost share contribution.
- Direct labor directly related to the InnovateMass project: For each employee, list the name, title, anticipated number of hours worked and hourly rate, if applicable. Identify the basis for the pay rate used (e.g., actual salary, composite rate, labor distribution report, technical estimate, state civil service rates, etc.). If composite rates are being proposed for a particular position or group category, please state the rate basis as a composite rate. If new hires are proposed, please explain the basis for how you determined their hourly rate. If applicants are selected for award negotiations, they may be required to provide payroll information or a certification statement to verify that the proposed rates are the actual rates being paid to the proposed individuals. If direct is included, only gross wages, employer-contributed Federal Insurance Contributions Act taxes, state unemployment insurance, and Federal Unemployment Tax Act taxes may be included for such labor; fringe benefits on direct labor or shall not be included.
- Subcontractor (including project partner or host) labor directly related to the InnovateMass project: MassCEC must approve the use of any subcontractor labor in writing prior to awardee using MassCEC funds to pay for the expenses associated with such subcontractor labor.

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.

- Indirect is defined as including, but not limited to, telephone, electricity, rent for general office/lab space;
- MassCEC reserves 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.

Applicants are encouraged to consider MassCEC's [Clean Energy Internship Program](#) to find additional team members to assist with the project.

COST SHARE REQUIREMENT

Awardees must provide cost share equivalent to at least fifty percent (50%) of the grant amount awarded, or a minimum of twenty-five (25%) of the grant awarded for projects at any of the Public Benefit Project Sites defined in Section 2. All Public Benefit Project Sites must be Massachusetts-based.

At least twenty percent (20%) of awardees' required cost share must consist of cash contributions as defined below. However, applications may include additional cost share of any kind (cash or in kind) over and above the minimum requirement. For example:

- If an Applicant Team requests a Two Hundred Thousand Dollar (\$200,000) grant, and the host site is not at a Public Benefit Project Site, then the Applicant Team must demonstrate that it will provide at least One Hundred Thousand Dollars (\$100,000) in cost share toward the project.
- Of this One Hundred Thousand Dollars (\$100,000), at least Twenty Thousand Dollars (\$20,000) must be in the form of cash contributions and at least Eighty Thousand (\$80,000) can be cost-share in any form (cash or in-kind)
- Any additional cost share contributions in excess of the One Hundred Thousand Dollars (\$100,000) requirement may be of in kind, cash, or any combination of the two.

All cost share must be used directly for the project during the Awardee's contract period.

Cash cost share is an actual cash payment made by the Lead Applicant for costs incurred and paid for during the project. Cash cost share sources include cash contributed by the Lead Applicant or Applicant Team, documented grants from other parties (such as other state or federal agencies or charitable organizations), or contributions of equipment, materials, or subcontractor labor. Examples of cash cost share payments for the purposes of this RFP include, but are not limited to:

- Personnel costs
- Supply and equipment costs
- Indirect costs, or other costs

Cash cost share contributed by members of the Applicant Team apart from the Lead Applicant may be provided in the form of a waived fee or a discount of a marketed product; however, such contributions must be documentable in the form of a project deliverable.

In-kind cost share may include direct labor of project team members at reasonable rates as well as services and materials used for the project; for example, use of equipment provided by a project partner.

Other grants from MassCEC may not be used as a cost-share contribution.

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).

MassCEC reserves 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 Innovate@MassCEC.com by September 29th, 2026.

Responses to submitted questions, and other frequently asked questions, will be posted by October 2nd, 2026.

There will be a no-questions period from September 29th to October 20th, 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

Upon MassCEC's authorization to proceed with the proposal, MassCEC and the Lead Applicant(s) will execute a contract, substantially in the form of the template Grant Agreement attached hereto as Attachment F, which will set forth the respective roles and responsibilities of the parties.

Upon successful contract execution, all awardees shall be required to complete the following, in addition to the milestones and deliverables that will be mutually agreed upon before the project start date:

- 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](#).
- A site visit to the demonstration project site. MassCEC staff will accompany Grantee on a site visit to see the demonstration of the technology.
- A final report and presentation to MassCEC staff summarizing the findings of the project.

If the Applicant is awarded a grant under the Program, the Applicant understands that it must notify MassCEC 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 Grantee'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 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 on behalf of the Grantee, including the Project Manager identified by Grantee, MassCEC may in its sole discretion suspend payments under this Agreement until there is a clear authorized representative of the Grantee. MassCEC 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 InnovateMass 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. Additionally, MassCEC reserves the right to disqualify Applications which have not been compliant with previous MassCEC awards and investments.

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

[Remainder of Page Intentionally Blank]

ATTACHMENT A: AUTHORIZED APPLICANT'S SIGNATURE AND ACCEPTANCE FORM

Request for Proposals: InnovateMass Program

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 F., 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 B: SAMPLE INNOVATEMASS APPLICATION AND SIGNATURE FORM

DO NOT EDIT, SAMPLE ONLY

For questions, contact innovate@masscec.com

Please delete all guiding prompts before submission.

Applications should NOT exceed 10 pages. Reviewers will not review application text that exceeds 10 pages.

Please do NOT modify the template of the application form.

Project Identification	
Proposal Title	
Lead Applicant Company Name	
Lead Applicant Company Address	
Is the Lead Applicant address a Residential Address?	☐ Yes ☐ No
Lead Applicant Point of Contact: Name, Title, Email	
Lead Applicant Employee (FTE) Count (should be approximately 5-30)	
Funds Raised by Lead Applicant to date (\$) (should be approximately \$1M-\$10M)	
Demonstration Partner(s) [Company Name & Primary Point of Contact for each]	
Project Location	
MassCEC Grant Request (\$) [Not more than \$350k]	
Applicant Cost Share (\$) [At Least 50% of grant request, or 25% if Public Benefit Site]	
Total Project Budget [Typically the sum of the prior two rows]	
Climatetech Area	☐ Energy & Electricity ☐ Transportation ☐ Manufacturing & Industry ☐ Buildings ☐ Agriculture & Water ☐ Resilience & Adaptation ☐ Other
Application Checklist	☐ Application Form Attachments ☐ Attachment A (in the RFP): Authorized Applicant's Signature and Acceptance Form ☐ Attachment B: Project Workplan Template ☐ Attachment C: Letter(s) of Commitment from Demonstration Partners

	☐ Attachment D: <i>Completed TRL Calculator</i> ☐ Attachment E: <i>Completed Copy of the Adoption Readiness Level Assessment</i> ☐ <i>Public Benefit Project Site Verification</i> , if applicable (see Section I. in RFP) ☐ Results of the Supplier Diversity Office Self-Assessment Tool (optional) ☐ Resumes of key team members (required)
I. Elevator Pitch	
<i>Provide a brief overview of the proposed technology and the demonstration project, including the goal of the project and how it will help the technology advance its Technology and Commercial Readiness Levels. Limit to 1-3 sentences.</i>	
II. MA Regional Diversity and Public Benefit Project Site Info	
Headquarters in a Public Benefit Site (as described in Section I. of the RFP)	☐ Gateway City ☐ Environmental Justice Community ☐ Regionally Diverse area ☐ MA Publicly Owned Facility ☐ Low/Moderate Income Building ☐ N/A
Project Site in a Public Benefit Site (as described in section I. of the RFP)	☐ Gateway City ☐ Environmental Justice Community ☐ Regionally Diverse area ☐ MA Publicly Owned Facility ☐ Low/Moderate Income Building ☐ N/A
III. Potential of the Proposed Technology	
Limit section to 3-pages total	
Technology and Project Summary	
Technology Overview Limit to 1-page	<u>Context/industry overview:</u> - What is the context for this project/technology? Describe the current industry that pertains to the project in question. Include some high-level statistics if available. - Why is this industry important (if no apparent connection to clean energy)? <u>Challenge:</u> - What are the pain points of the existing programs/industry solutions addressed by the project? - What are some existing solutions? What are some shortcomings of these solutions? <u>Solution:</u> - How will the proposed technology and project solve the problem(s)? - How will it be better than what currently exists in the market and/or other solutions under development? - A brief description of the technology (details to be described in following section)

Technology Details Limit to 1-page	• A description of the technology, including the current state of development. • Description of how this technology operates. • Justify and validate the TRL (must be between 5-8). • Describe the innovative and novel aspects of the technology • Describe how it is viable and solving an energy challenge.	
TRL/ARL of the technology (as identified by the MassCEC TRL Calculator and ARL Assessment)	TRL:	ARL:
	Notes:	
Technical and Market Risks Limit to 1-page	• An assessment of the technical risks associated with the technology, including the extent of identified risks and uncertainties, and proposed strategies for risk mitigation. • Identify any market, regulatory or policy drivers that will enable (or inhibit) adoption of the technology.	
IV. Commercialization Potential Limit section to 1-page total		
Commercialization Potential	• Please describe the target market(s) for the technology, with size and growth calculations, proposed business model, and go-to-market strategy. Include any reference information • Describe validation needed to enter the market and the proposed go-to-market plan for the technology/solution. How will the InnovateMass project move potential customers to choose the proposed solution? • What performance data or other validation will the proposed project result in and how will that validation accelerate commercialization of the technology? • Please describe next steps for future deployments following a successful InnovateMass deployment project and the anticipated funding needed for future deployments	
V. Installation Limit section to 2-pages total		
Description of Demonstration Site	List specifically where the demonstration project will occur	
Site Selection	• Suitability of site for proposed project, perceived project risks, and proposed method for addressing risks. • Include size of the installation/project in relevant key metric(s) (e.g. capacity (kW), throughput, number of devices, area, etc.)	
Installation Plan	• A description of the installation and testing period of the project, including: installation plan; duration of the installation period; and duration of the testing period.	
VI. Project Benefits Limit section to 2-pages total		
Benefits	• <u>Benefits to the Commonwealth:</u> Provide a quantification of economic development (e.g. jobs supported, infrastructure developed, etc.) and energy/climate impacts to the Commonwealth. Describe the relevance of the proposed project and technology to Commonwealth energy challenges and priorities. Describe the benefits of the project to Environmental Justice communities (if applicable). • <u>Lead Applicant Project Benefits:</u> The benefits of the proposed project to the Lead Applicant, including the technology provider and the host site (if applicable).	

	How will successful completion of the proposed InnovateMass project help the Applicant Team achieve technology development and commercialization goals?
Total Addressable Carbon (TAC) Analysis	- Provide an analysis of the potential reduction in greenhouse gas emissions or the avoidance of future GHG emissions achievable given widespread use of the technology/innovation. While addressing the greenhouse gas mitigation potential, it is recommended that applicants reference MassCEC's Total Addressable Carbon (TAC) analysis or other 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 others. You may also use MassCEC's Emissions Reduction Analysis instructions and the corresponding template as tools, in order to quantify the GHG emissions that can be reduced, avoided, or remediated. Other quantification methods include but are not limited to potential megawatt-hours of clean energy generated, tons of carbon dioxide emissions avoided or captured, energy savings compared to existing or alternative technology(ies), efficiency improvement over existing technology(ies). Applicants are encouraged to quantify and/or describe of the potential to mitigate impacts of climate change through adaptation and resiliency (A&R), and consider environmental sustainability (for example, using indicators across social, economic, and environmental impacts). MassCEC acknowledges that quantifying A&R is an emerging field, and we recommend utilizing the 2023 ResilientMass Plan, as well as the World Economic Forum and FEMA's BCA Toolkit etc. for toolkits and guidance." - Describe, to the most detailed extent possible: - The current and future market in which emissions reductions are expected. - Please reference the aforementioned potential market size for the technology (Section III) - The emissions currently associated within that sector. - The magnitude of emissions reductions potentially achievable using the technology proposed. - Include a description of how the technology directly or indirectly saves energy, and the magnitude of those energy savings (i.e., "This technology uses (or would use) XX% less energy than the current state-of-the-art.") Energy efficiency technologies may calculate energy savings rather than carbon avoidance.
	MMT CO2-e reduced per year, assuming optimistic adoption:
	Describe assumptions and calculations:
	List any references used in your estimations and analysis:
VII. Applicant Team	Limit section to 1-page total
MassCEC and Ecosystem Interactions	Identify any previous applications to or awards from MassCEC. Explain the role of the proposed InnovateMass project versus other pending applications or ongoing or completed projects.

	• <i>If you are a previous InnovateMass awardee, please describe in this section how the project and product in this current proposal are meaningfully different than the previous InnovateMass product and project (from a technology and/or market perspective) and how these additional InnovateMass funds will be critical to the company's overall success and the commercialization of the product moving forward.</i> • <i>Identify membership in any Massachusetts incubators or participation in accelerators.</i>
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Provide a brief description of the key team members. Please add additional rows where necessary. You may provide 1-page resumes for each team member in the Appendix, if the space below is insufficient

Role	Name and Title	Company	Experience/Qualifications
Project Lead			briefly describe primary role on project and relevant background
Project Partner			If applicable, describe form of contribution (cost-share, adder, etc.), how partners will contribute (in-kind, cash, etc.), and any other sources of support (monetized and non-monetized)
Other Project Staff			
External Advisors and Consultants			
Other			
Other			

For questions, contact innovate@masscec.com

ATTACHMENT E: LETTER OF COMMITMENT TEMPLATE

InnovateMass Program – Project Partner Letter of Commitment

[Project Partner Organization’s Letterhead or Logo]

[Date]

Massachusetts Clean Energy Center

294 Washington Street, Suite 1150 (11th Floor) Boston, MA 02108

Dear InnovateMass Team,

On behalf of [Project Partner Organization Name], I am writing to confirm our commitment to partner with [Lead Applicant Organization Name] on its climatetech demonstration project proposal to MassCEC’s InnovateMass program.

[Briefly describe Project Partner organization and its mission, e.g., “We are dedicated to advancing climate solutions and supporting sustainable communities.”]

[Lead Applicant Organization Name]’s proposed project supports InnovateMass Priority Area(s): [List relevant areas, e.g., “Transportation, Resilience and Adaptation (See InnovateMass RFP for full list)”. Its solution [describe what the Lead Applicant’s solution does and why it matters, e.g., “helps cities plan and deploy clean energy technology”].

We commit to providing the Lead Applicant with a suitable demonstration site specific to the proposed InnovateMass pilot project and additionally plan to support the proposed project by [describe your role, e.g., “helping with deployment in specific communities, providing infrastructure (including a specific location for the project), investment, or data, engaging stakeholders, etc.”]. If selected for a InnovateMass Award, we will work together to [describe the intended impact, e.g., “expand access to clean technology, reduce greenhouse gas emissions, improve community resilience, etc.”].

We are confident this partnership will deliver strong results and help advance the goals of the InnovateMass program.

Sincerely,

[Name]

[Title]

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is effective as of [Date – Month DD, YYYY] (the “Effective Date”) by and between the **Massachusetts Clean Energy Technology Center** (“MassCEC”) an independent public instrumentality of the Commonwealth of Massachusetts with a principal office and place of business at 294 Washington Street, Suite 1150, Boston, MA 02108, and [Grantee Name] with a principal office and place of business at [Grantee Address] (“Grantee”). Each of MassCEC and Grantee are at times referred to in this Agreement as a “Party,” and together the “Parties”.

WHEREAS, the development of clean energy and climate technologies requires a successful demonstration and validation of the technology to make them viable for investment and ready for mass production;

WHEREAS, MassCEC created the InnovateMass program (the “Program”) to help bring to market new technologies or novel combinations of existing technologies, finding demonstration projects that address the energy and climate challenges facing the Commonwealth;

WHEREAS, pursuant to this Agreement, MassCEC will provide Grantee a grant to demonstrate [description of the Project] (the “Project”) [with CRITICAL PARTNERS] (“Critical Partner”) to [Describe nature of involvement with Critical Partners]; and

WHEREAS, [Critical Partner] is a [Nature of Critical Partner], with a principal office and place of business at [Critical Partner’s Address] and will [nature of Critical Partner’s contribution to Project].

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

Performance of the Work

Grantee shall conduct the Project and provide the deliverables (the “Deliverables”) described in the project workplan (the “Project Workplan”), which shall be developed before the execution of this Agreement by Grantee in collaboration with a Program technical consultant (the “Technical Consultant”) retained by MassCEC and subject to final approval in writing (email acceptable) by the MassCEC Project Manager(s) designated in Section 4(a) below.

The Project Workplan shall be attached to and incorporated into this Agreement as Attachment 1. MassCEC shall have the right at its sole discretion to allow for additional time for the completion of Deliverables in the Work Plan without need to amend this Agreement. If Grantee cannot satisfy a completion date, it shall seek MassCEC’s prior written approval, email acceptable, of a later completion date and provide reasoning for its request. MassCEC shall approve or deny Grantee’s request, email acceptable, within a reasonable time period.

Grantee is solely responsible for all Project decisions, the preparation of all plans and specifications, and completing the Project in accordance with the Project Workplan. Grantee will, for the full duration of the Agreement, ensure that the Project qualifies as “climatetech” or “climatetech research” as such terms are defined in M.G.L. c. 23J, as amended (collectively, the “Climatetech Project Qualifications”).

Grantee is solely responsible for selecting and entering into a written contract (or contracts) with contractors as necessary to provide the Deliverables and complete the Scope of Work, and for ensuring that the contractors Grantee retains comply with all applicable provisions of this Agreement. Grantee acknowledges that MassCEC shall have no responsibility for managing such contractors or the relationship between Grantee and its contractors. Further, Grantee shall indemnify and hold harmless MassCEC from any Damages (as defined in Section 14) associated with any disputes occurring between Grantee and its contractors arising from or in relation to the Project.

Grantee acknowledges that MassCEC will have no responsibility for management of the Project, including obtaining all local, state, and federal permits, as applicable.

Grantee shall be responsible for completing all required steps to receive funding from any other entity besides MassCEC.

Term

The term of this Agreement shall commence on the Effective Date, and shall expire on [Date – Month DD, YYYY] (the “Term”) unless otherwise terminated in accordance with Section 8 herein.

Grant Amount; Payment; Rescission

Grant Amount. In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, MassCEC agrees to provide Grantee with funds in an amount not to exceed [write out amount] Dollars (\$number) (the “Grant”). The Parties acknowledge and agree that this is a maximum authorization, and MassCEC is under no obligation to transfer the full amount to Grantee, or any amount, in the event Grantee does not satisfy the requirements under this Agreement, including, but not limited to, the development of the finalized and approved Project Workplan. Grantee acknowledges and agrees that this receipt of the Grant, or any portion of this Grant, does not create any rights of preferences to receive subsequent funding from MassCEC. In no event shall the Grant exceed the amount specified in this section.

Payment. MassCEC will pay Grant funds to Grantee in installments in accordance with the Schedule and Deliverable table set forth in Attachment 1 (each installment a “Grant Installment”) within forty-five (45) days of approval by MassCEC of the corresponding Deliverable, receipt of a written invoice describing the work performed with Grant funds during the invoice period, and receipt of a completed and signed Expenditure Certification (Attachment 2). Grantee shall submit invoices by email to the Technical Consultant. Grantee shall enroll in MassCEC’s Automated Clearinghouse (“ACH”) system to receive payment (instructions to be provided). **Grantee shall include the contract ID GG-XXXX-XXXXX on all invoice documentation provided to MassCEC.** Any changes to the information in the ACH form must be submitted to ap@masscec.com through an updated ACH enrollment form within thirty (30) days of any such change.

Rescission. If Grantee materially breaches any term of the Agreement, in addition to the ability to terminate as set forth in Section 8(a), MassCEC shall have the right to rescind Grant payments; provided, however, that Grantee shall have the opportunity to cure such breach within thirty (30) days of the breach and if Grantee does so, MassCEC shall not exercise the right to rescind Grant payments. If Grantee becomes insolvent, makes an assignment of rights or property for the benefit of creditors, including an assignment of receivables under this Agreement, or files for or has bankruptcy proceedings instituted against it under the federal bankruptcy law of the United States, or if MassCEC reasonably believes that such an event is imminent, MassCEC, acting in its sole discretion, may rescind the remaining undisbursed portion of the Grant. If, after a period of six (6) months from the date of the award notification, Grantee has not completed an approved Project Workplan, the award may be rescinded by MassCEC in its sole discretion. If, twenty-four (24) months after the Effective Date, the Project has not been completed, MassCEC reserves the right to reduce or rescind the remaining unfunded portion of the Grant, provided that MassCEC may waive this penalty in its sole discretion.

Project Managers

MassCEC and Grantee have designated the following persons to serve as Project Managers to support effective communication between MassCEC and Grantee and to report on the Project’s progress (each a “Project Manager”). Grantee represents and warrants that its Project Manager is authorized to communicate with MassCEC on behalf of Grantee.

For MassCEC:

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

For Grantee:

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

Grantee shall obtain prior written approval from MassCEC to make any change to its Project Manager. For the avoidance of doubt, MassCEC may update its Project Manager(s) listed without amending this Agreement, if done in compliance with the notice provision contained herein.

Notice

Any notice in this Agreement shall be in writing and shall be sent either by (i) email or other electronic transmission, (ii) courier, or (iii) first class mail, postage prepaid, addressed to the Project Manager listed in Section 4(a) at the address indicated in the preamble of this Agreement (or to such other address as a Party may provide by notice to the Party pursuant to this section), and shall be effective (x) at dispatch, if sent by email or other electronic transmission, (y) if sent by courier, upon receipt as recorded by courier, or (z) if sent by first class mail, five (5) days after its date of posting.

Publicity; Use of Name

Grantee shall collaborate directly with MassCEC to prepare any public statement, media strategy or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which MassCEC is concerned or discussed, including, but not limited to, any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events, or editorial boards which relate to this Agreement or MassCEC (each, a “Public Statement”) and shall in no event be permitted to publish, release, or otherwise disseminate any such Public Statement without MassCEC’s prior written consent.

Grantee agrees that MassCEC shall have the right to make use of and disseminate, in whole or in part, all work products, reports, Deliverables, and other information produced in the course of the Project, and to use the information in such materials contained to produce summaries, case studies, or similar information resources.

Other Requirements

- a. *Monitoring and Evaluation.* Grantee agrees to support MassCEC’s program monitoring and evaluation activities, and MassCEC’s dissemination of information regarding Grantee’s experiences. To this end, Grantee agrees that its key personnel and contractors working on the Project will be available at reasonable times with advance notice to be interviewed by MassCEC or its authorized representatives for purposes of obtaining information on the status of the Project, evaluating the Program, and/or case study development. Grantee 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 MassCEC or its Technical Consultant.
- b. *Grant Administration.* Grantee shall use the Grant funds only for the activities described in the approved Project Workplan. Grantee shall maintain financial records relating to the receipt and expenditure of all Grant funds in accordance with the terms set forth under this Agreement for a period of seven (7) years starting on the first day after final payment under the Agreement.
- c. *Grant Expenditure.* All costs incurred by Grantee before the Effective Date are incurred voluntarily, at Grantee’s own risk and expense. Grantee shall not incur any costs to be charged against Grant funds prior to the Effective Date.

- d. *Cost Share.* Grantee agrees to meet a minimum [PICK ONE DEPENDING ON WHETHER PUBLIC BENEFIT SITE: fifty percent (50%) or twenty-five percent (25%)] cost share ("Cost Share") over the Grant Term, including a minimum twenty percent (20%) cash cost share. "Cash Cost Share" shall consist only of cash contributed by Grantee or Critical Partner, documented grants from other parties (such as other state or federal agencies or charitable organizations), or contributions of equipment, materials, or subcontractor labor. Grantee agrees and acknowledges that its Cost Share may be direct labor from Grantee or Critical Partner, Cash Cost Share or a combination thereof. MassCEC shall determine, in its sole discretion, whether any funds that Grantee seeks to categorize as Cost Share for purposes of this Agreement satisfy the requirements of this Agreement, and MassCEC will pay Grant funds only upon Grantee's demonstration of Cost Share for each Grant Installment by providing (i) Deliverables as set forth in the Project Workplan; and (ii) Expenditure and Cost-Share Certifications at each milestone set forth in the Project Workplan. Grantee agrees that, in the absence of such Cost Share, MassCEC shall not be bound by this Agreement to provide any Grant Installment. Grantee's cumulative Cost Share amount at the time Grantee submits any invoice to MassCEC shall constitute no less than forty percent (40%) of total of all invoiced Grant Installments.
- e. *Allowable Expenses.* Grantee'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 Grantee) or general-purpose facilities, equipment, materials, or software.
- f. *Patent Filings.* Grantee shall notify MassCEC in writing (email acceptable) of the filing of all patent applications and all issuances to it of any and all patent(s) directed to an invention conceived, made and/or obtained, in whole or in part, by Grantee in the course of, and/or resulting or stemming from, research or development funded in whole or in part by the Grant funds that may result in a patent or patent application or patent rights within thirty (30) days following such filing(s) which commitment shall survive termination of this Agreement.
- g. *Licensing of Technologies.* Grantee shall notify MassCEC in writing (email acceptable) of the licensing of any technologies conceived, made and/or obtained, in whole or in part, by Grantee in the course of, and/or resulting or arising from, research or development funded in whole or in part by this MassCEC award within thirty (30) days of such licensing, which commitment shall survive termination of this Agreement. Under no circumstances shall Grantee be permitted to deny or fail to disclose the existence of such a licensing arrangement, regardless of whether such a nondisclosure obligation exists under the arrangement. To the extent such licensing arrangement restricts Grantee from revealing confidential terms of the arrangement, Grantee shall provide MassCEC with a non-confidential description of the arrangement by withholding or redacting any information that would violate such confidentiality obligations.
- h. *[This Section will depend on whether the Grantee is a MA-based company, or a company who will have a project site in MA].*

[If MA-Based Company] - Massachusetts Presence and Registration Requirement. During the Term, Grantee 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”). Grantee shall immediately notify MassCEC in writing in the event at any time during the Term it is no longer in compliance with the Massachusetts Presence Requirement, and MassCEC may, in its sole discretion, terminate the Agreement and rescind any Grant payments.

[If Company with project site in MA] - Massachusetts Presence Requirement. During the Term, Grantee must maintain at least one (1) project site (i.e., a location where the proposed technology is being tested) in Massachusetts and the proposed technology must fall within one (1) of the following specific climatetech areas, as further defined in the Request for Proposals: energy and electricity, transportation, manufacturing and industry, agriculture and water, buildings, and resilience and adaptation.

Additionally, Grantee represents and warrants that Grantee is registered and in good standing with the Secretary of State’s Office of the Commonwealth of Massachusetts.

- i. *Changes to Corporate Structure.* Grantee shall notify MassCEC, 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 Grantee’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 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 on behalf of the Grantee, including the Project Manager identified by Grantee herein, MassCEC may in its sole discretion suspend payments under this Agreement until there is a clear authorized representative of the Grantee.

Termination

MassCEC may terminate this Agreement at any time if Grantee has materially breached any term of the Agreement and fails to cure such breach as provided in Section 3(c).

MassCEC may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate action inconsistent with MassCEC performing its obligations under this agreement.

Except as otherwise provided in the Agreement, the rights and obligations of each of the Parties under Sections: 5, 6(b), 7(b), 7(f), 7(g), 8, 10, 11, 14, 15, 18, 19, 21, 22, 24, 26, and 27 of this Agreement shall survive and remain in effect after the termination or expiration of this Agreement.

Throughout the Term of this Agreement, Grantee agrees and acknowledges that to receive payments of Grant Installments, Grantee must ensure the Project conforms with (i) the Climatetech Project Qualifications, (ii) the Massachusetts Presence Requirement, (iii) the Project Workplan, and (iv) that the Project is completed within four (4) years of the Effective Date. The Parties agree that in the event MassCEC determines, in its sole discretion, that Grantee has failed to comply with any of the requirements of (i) through (iv) in the immediately preceding sentence, MassCEC shall have the right to immediately terminate this Agreement in accordance with this section and reduce or rescind Grant Installments. In addition, pursuant to Section 11, Grantee shall be required to refund any and all non-complying Grant Installments, or portions of such Grant Installments, made by MassCEC prior to the effective date of such termination ("Termination Date"), in the event an audit reveals the existence of a Nonconformance Event (as defined in Section 11) at any other time on or after the Effective Date.

Tax Forms and Grant Taxability

- a. Grantee shall provide MassCEC with a properly completed United States Internal Revenue Service ("IRS") Form W-9 (the "W-9"). Failure to provide the W-9 shall be grounds for withholding all Grant Installments until such W-9 is received. W-9s shall be emailed to AP@masscec.com.
- b. Grants may be considered taxable income by the IRS and the Massachusetts Department of Revenue. Grantee is solely responsible for any failure to timely consult with a tax professional to determine the federal and/or state implications of this Agreement. MassCEC will issue an IRS Form 1099 to each Grantee. For all tax-exempt entities (including government entities), a tax-exemption certificate or IRS tax-exemption determination letter must be emailed to AP@masscec.com.

Access and Use

Grantee agrees to license or otherwise make available to MassCEC in perpetuity, without charge, the Grantee's interest in and copyright (if any) to all non-confidential materials prepared and produced for the Project, including, without limitation, all plans, specifications, and analyses developed in connection with the Project and specified as being for MassCEC's use and public dissemination; provided, however, that any and all inventions that are conceived or first reduced to use during the course of the Project shall be the sole property of Grantee (except that if jointly invented, title shall flow in accordance with United States patent law), and any licensing requests for such inventions shall be subject to good faith negotiations between the Parties. Grantee represents and warrants that Deliverables will not infringe on any copyright, right of privacy, or personal or proprietary rights of others.

Audit

At any time prior to the completion of the Project and as otherwise provided in this section, MassCEC will have the right to audit Grantee's or its other agents' records to confirm the use of the Grant awarded under this Agreement. If such audit reveals that any portion of such funds was utilized for purposes not permitted under the Agreement (a "Nonconformance Event"), then Grantee shall

refund to MassCEC the amount determined by such audit to have been improperly used within thirty (30) days of Grantee's receipt of such audit and demand. In the event such audit reveals a Nonconformance Event, MassCEC shall be permitted to immediately terminate this Agreement and discontinue disbursing Grant Installments to Grantee effective as of the date the audit is completed, subject to any limitations set forth by Section 8. Grantee shall maintain books, records, and other compilations of data pertaining to the funds paid under the Agreement 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 final payment under the Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit, or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting from audit or other action, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of the Grantee which pertain to the provisions and requirements of this Agreement. Such access may include on-site audits, review, and copying of records.

Assignment and Subcontracting

Grantee shall not assign or in any way transfer any interest in Grant funds without the prior written consent of MassCEC, including subcontracting any services except as otherwise included in the Project Workplan.

Compliance with Laws

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

Indemnification

- a. To the fullest extent permitted by law, Grantee shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors, and employees (together with the Commonwealth and MassCEC, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs, and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Grantee, its officers, directors, employees, agents, subcontractors, or assigns under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of Grantee, its officers, directors, employees, agents, subcontractors, or assigns. Without limiting the foregoing, Grantee 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 Grantee or any of its agents, officers, directors, employees, or subcontractors.
- b. In no event shall either Party be liable for any indirect, incidental, special, punitive, or consequential damages whatsoever (including, but not limited to, lost profits or interruption of business) arising out of or related to Grantee's, its employees', agents', or assigns' performance of the Project under this Agreement.
- c. The Parties acknowledge that the Technical Consultant, an independent contractor, is contracted by MassCEC to provide: (i) technical evaluation of proposals, (ii) business development support for awarded projects ((i) and (ii) together, "Technical Assistance"), and (iii) project management oversight ("Project Management"), of projects awarded under the Program. Project Management provided by the Technical Consultant to the Grantee is required to support completion of projects under the Program and may include, but is not limited to: (i) Technical Consultant's assistance with finalizing Grantee's Project Workplan, (ii) obtaining and reviewing project deliverables to ensure compliance with the Project Workplan, and (iii) monthly project check-ins to report status updates to MassCEC.

The Parties acknowledge that, to the extent Grantee receives any Technical Assistance from the Technical Consultant in relation to the Project, except from services specified in the Scope of Work and Project Management as defined herein: (i) any such Technical Assistance is not a binding obligation of Grantee to adopt and is given solely as guidance for the Grantee to accept or reject at Grantee's discretion; (ii) any and all consequences of accepting or rejecting such Technical Assistance shall be the sole responsibility of Grantee; (iii) in no event shall any Covered Person be liable to Grantee or any other party for any Damages sustained, incurred, or suffered by or imposed upon the Grantee or any of its officers, directors, employees, agents, subcontractors, or assigns arising from or related to such Technical Assistance to Grantee in relation to the Project; and (iv) except to the extent such Damages are determined to have resulted from the willful misconduct or fraudulent behavior of the Technical Consultant, the Technical Consultant shall not be liable for any Damages sustained, incurred, or suffered by or imposed upon the Grantee or any of its officers, directors, employees, agents, subcontractors, or assigns, associated with the Technical Consultant's provision of Technical Assistance in relation to the Project.

Public Records and CTHRU

As a public entity, MassCEC is subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. Grantee 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. Grantee agrees and acknowledges that it shall not send MassCEC any confidential or sensitive information under this Agreement.

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

Insurance

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

Conflict of Interest

Grantee acknowledges that all MassCEC employees are subject to the Commonwealth's Conflict of Interest statute, codified at M.G.L. c. 268A.

Lobbying

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

Choice of Law and Forum; Arbitration; Equitable Relief

This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to its conflict of laws principles. Any dispute arising out of or relating to this Agreement or its breach, termination, or invalidity, whether before or after termination of this Agreement, if not resolved by negotiation among the Parties within thirty (30) days after such dispute is raised by either Party in writing, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over this Agreement. Any such arbitration will be conducted in or near Boston, Massachusetts. The prevailing Party shall be entitled to receive from the other Party its reasonable attorney's fees and costs incurred in connection with any action, proceeding or arbitration under this subsection.

This section shall not be construed to limit any other legal rights of the Parties. Each Party acknowledges and agrees that any breach or threatened breach of this Agreement by the other Party may result in substantial, continuing and irreparable damage to the first Party. Therefore, before or during any arbitration, either Party may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction, where such relief is necessary to protect its interests pending completion of the arbitration proceedings.

Registration

Grantee represents and warrants that Grantee is registered and in good standing with the Secretary of State's Office of the Commonwealth of Massachusetts.

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.

Amendments and Waivers

MassCEC may amend Section 15 (without any action by Grantee) to reflect changes in law or MassCEC policies and shall promptly deliver any and all such amendments to Grantee in the manner provided in Section 5. Except as provided in the immediately preceding sentence, no amendments to or modifications of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless the same shall be in writing and shall be signed by each of the Parties. Any waiver by MassCEC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, or in any way limit the remedies available to that Party.

Force Majeure

Neither Party shall be liable or responsible to the other Party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) actions, embargoes, or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; and (f) strikes, labor stoppages or slowdowns. The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following written notice given by it under this section, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

Independent Status

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

Counterparts

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

Interpretation

The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references in this Agreement: (x) to sections, subsections, schedules, and exhibits mean the sections of, the subsections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions of such agreement, instrument, or other document; and (z) to a statute means such statute as amended from time to time and includes any successor legislation to such statute and any regulations promulgated under such statute. Whenever the singular is used in this Agreement, the same shall include the plural, and whenever the plural is used in this Agreement, the same shall include the singular, where appropriate. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. This Agreement is the result of negotiations between, and has been reviewed by, the Parties and their respective legal counsel.

Binding Effect; Entire Agreement

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

Attachment 1—Project Workplan

Attachment 2—Cost Share and Expenditure Certification

Attachment 3 – Metrics Collection Template

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

Massachusetts Clean Energy Technology Center

[Grantee's full legal entity name]

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

Federal Tax ID No.:

Attachment 1—Approved Project Workplan

[Project Workplan PDF added here upon Approval]

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Attachment 2—Cost Share and Expenditure Certification

For submission with Grantee's invoice

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

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

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

By: _____

(Signature of Authorized Representative)

Name _____

Title _____

Date _____

Attachment 3—Metrics Collection Template

[A PDF Of This Template Will Be Embedded Here Prior Sending The Agreement For Signature]

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SAMPLE