



**Massachusetts Clean Energy Internship Program:
General Terms and Conditions for Interns
Spring 2023 Session
January 1, 2023 – May 14, 2023**

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

1. Definitions

“Applicant” means the student applicant who has submitted an application on the Website (as hereinafter defined) to be considered for an Internship (as hereinafter defined) pursuant to the Program.

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

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

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

“Host Employer” means the applicant employer that submitted an application for funding from MassCEC for an intern(s) through the Program and has been awarded such funding by MassCEC.

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

“Internship” means the twelve (12) week internship offered to the Intern by the Host Employer pursuant to the Program.

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

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

“Reimbursement” means the reimbursement funds provided by MassCEC to the Host Employer for the total hours worked by the Intern(s) during the Measurement Period; provided, however, that in no event shall such reimbursement funds be in excess of: (1) **Four Thousand Three Hundred Twenty Dollars (\$4,320)** for the Fall and Spring sessions of the Program; (2) **Eight Thousand Six Hundred Forty Dollars (\$8,640)** for the Summer sessions of the Program; and (3) **Eighteen Dollars per hour (\$18/hour)** for each Intern during any session of the Program.

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

“Session” means the current session of the Program beginning on January 1, 2023 and ending on May 14, 2023.

“Website” means the Massachusetts Clean Energy Internship Program database, located at the following url: <https://www.masscec.com/internship>.

2. Eligibility:

- a. To be eligible for the Program, Applicants acknowledge that they must attend or have attended: (1) a college or university located in Massachusetts; or (2) a college or university outside of Massachusetts, if the Applicant is a Massachusetts resident and is able to present proof of residency. Additionally, Applicants acknowledge that to be eligible, they must meet one of the following requirements:
 - (i) if the Applicant attends or attended a four-year college or university, then the Applicant must have completed or will complete their freshman year of college the semester immediately before the internship, or have graduated within the past calendar year;
 - (ii) if an Applicant attends or attended a community college (or 2-year associate program), then the Applicant must have completed at least one full year of classes by December 31, 2022;

(iii) if an Applicant has attended a training program (defined as any program that results in a certification different from an associate degree), then the Applicant must complete that program between November 31, 2022, and December 31, 2023; or

(iv) if an Applicant attends a master's degree program, then the Applicant must complete or will complete such program in or after 2022.

Finally, Applicants acknowledge that they must be eighteen (18) years of age or older at the start of any Internship.

- b. Applicants acknowledge that an Intern will only be subsidized for twelve (12) weeks of work in one calendar year at any one Host Employer during the Session. Applicants acknowledge that an Intern may continue to work for the Host Employer after those twelve (12) weeks but the Intern's compensation will not be entitled to Reimbursement by MassCEC. In a subsequent calendar year, such Intern may reapply to the Program and once again be subsidized at the same Host Employer. However, such Intern will not be approved for funding if such Intern has been continually working for the Host Employer for more than five (5) hours per week, on average, over the six (6) months prior to the Session. Further, Applicants acknowledge that Interns may not work at the Host Employer or its Related Parties through the Program in subsequent sessions.
- c. Applicant is not the spouse, child, grandchild, sibling, niece, nephew, or spouse of a child, grandchild, sibling, niece, or nephew of the president, CEO, or other senior executive member of the Host Employer, or of any other employee of Host Employer who may have hiring authority on behalf of the Host Employer.

3. Employment Relationship:

- a. Applicants acknowledge and agree that, if selected as an Intern for the Program, at any time during the Internship, Interns shall not be deemed or otherwise considered to be an employee, intern, contractor, subcontractor or agent of MassCEC for any purpose. Applicants acknowledge and agree that as an Intern, they are not entitled to tax withholding or any insurance or other benefits provided by MassCEC to its employees.
- b. Applicants acknowledge that the terms and conditions of the Internship shall be set by and between the Intern and the Host Employer and MassCEC shall have no responsibility, liability or oversight authority whatsoever with respect to the Intern or the Internship.

- c. Applicants acknowledge that Interns shall, during the Internship, be subject to the ultimate direction of the Host Employer, and shall perform any and all duties with respect to the Internship at such times, in such manner, and at such location as may be required by the Host Employer.
 - d. Applicants acknowledge that Interns shall not hold themselves out as MassCEC employees for any purposes, including all federal, state, and local laws pertaining to income taxes, withholding taxes, Federal Insurance Contributions Act taxes, unemployment insurance benefits, workers' compensation or any other rights, benefits, or any other obligations relating to the employment relationship.
 - e. Interns shall not sign a non-compete agreement with the Host Employer.
4. Gateway City Reservation: Applicant acknowledges that, for the current Session, MassCEC shall reserve thirty (30) spaces in the Program for: (i) Host Employers with an office located in a Gateway City; and/or (ii) Applicants who live in Gateway Cities, and that the remaining spaces in the Program shall be allocated on a first-come, first-serve basis until Program funds are exhausted or the submission deadline has passed.

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

5. Term: This Agreement shall commence on the effective date of the Award Letter and shall expire on the last date of the session.
6. Legal Compliance: Applicant agrees, if selected as an Intern, to comply with all applicable federal, state, and local statutes, rules and regulations affecting any term, condition or benefit of employment.
7. Public Records and CTHRU: As a public entity, MassCEC is subject to Massachusetts' Public Records Law, codified at M.G.L. c. 66. Thus, any documentary material, data, or other information received by MassCEC from an Applicant is a public record subject to disclosure. By checking the box below, the Applicant 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. Applicant agrees and acknowledges that it shall not send MassCEC any confidential or sensitive information relating to participation in this Program.
8. Disclaimer of Liability:

- a. The Website acts a venue for Applicants to post resumes for possible matches with Host Employers. By using the website, Applicants agree and consent to be bound by the Terms of Use (Attachment 1), the Privacy Policy (Attachment 2), and the terms provided in this Agreement.
 - b. MassCEC does not review, or censor the job postings or perform background checks on Host Employers. MassCEC does not assume any obligations to do so and disclaims any liability for failing to take such action.
 - c. MassCEC is not involved in the actual employment relationship between Host Employers and Applicants. MassCEC is not to be considered an employer with respect to the Applicant as a result of the Applicant's use of the Website and shall not be responsible for any decisions, for whatever reason, made by any Host Employer. MassCEC cannot guarantee and does not promise any specific results from the use of the Website.
 - d. While MassCEC reserves the right to remove applications, resumes, or other material from the Website from time to time in accordance with Section 8 of the Terms of Use (Attachment 1), MassCEC does not assume any obligation to do so and disclaims any liability for failing to take such action.
 - e. No advice or information, whether oral or written, obtained by an Applicant from MassCEC or through or from the Website or any other MassCEC website shall create any implied or express warranty for any purpose whatsoever.
 - f. In no event shall MassCEC be liable for any damages whatsoever resulting from the use of this Website, or reliance upon the information contained in or linked through the Website, or for any harm to Interns resulting from the use of this Website or from participating in the Program.
9. Indemnification: To the fullest extent as permitted by law, Applicant shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors and employees (collectively, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards arising from or related to this Agreement or the Internship (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) Applicant's breach of any of the terms of this Agreement or any false representation by Applicant, or (ii) any negligent acts or omissions or reckless or intentional misconduct of Applicant. Without limiting the foregoing, Applicant shall indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable laws or the terms of this Agreement by Applicant.

10. Choice of Law:

- a. This Agreement and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to its conflict of laws principles. Any dispute arising out of or relating to this Agreement or its breach, termination, or invalidity, whether before or after termination of this Agreement, if not resolved by negotiation among the Parties within thirty (30) days after such dispute is raised by either Party in writing, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over this Agreement. Any such arbitration will be conducted in, or within a thirty (30) mile radius of, Boston, Massachusetts. The prevailing Party shall be entitled to receive from the other Party its reasonable attorney's fees and costs incurred in connection with any action, proceeding, or arbitration hereunder.
 - b. This Section 10 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 of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief where such relief is necessary to protect the Party's interests pending completion of the arbitration proceedings.
11. 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 Applicant.
12. 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.
13. Amendments and Waivers: MassCEC may amend this Agreement by posting an amended version to its website or by emailing an amended version to Applicant. 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.
14. Binding Effect, Entire Agreement: This Agreement shall be binding on the Parties and their respective successors and permitted assigns, and shall inure to the benefit of the Parties and

their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the Parties, and no person shall be regarded as a third party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant, or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. The following are hereby incorporated into this Agreement by reference:

- a. Attachment 1: [Terms of Use](#)
- b. Attachment 2: [Privacy Policy](#)