



**Massachusetts Clean Energy Internship Program:
General Terms and Conditions for Host Employers
Summer 2023 Session
May 15, 2023 – August 31, 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 Host Employer (as hereinafter defined) agrees to be bound by this Agreement. This Agreement shall become effective as of the date indicated on the Award Letter (as hereinafter defined) from MassCEC. **Notwithstanding the foregoing, the Host Employer’s acceptance of this Agreement as part of the Host Employer’s application does not entitle the Host Employer to an award for funding by MassCEC.**

1. Definitions

“Award Letter” means the award letter from MassCEC to the Host Employer 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.

“Deadline” means the Reimbursement package submission deadline of September 30, 2023.

“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 student 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 Host Employer, 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. Host Employers are also considered to be Related Parties if, at any time, one Host Employer has the ability to Control the other Host Employer or exercise substantial influence over the other Host Employer in making financial and/or operating decisions.

“Session” means the current session of the Program beginning on May 15, 2023 and ending on August 31, 2023.

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

2. Eligibility:

- a. To be eligible for the Program, a Host Employer must:
 1. Be an eligible “clean energy employer,” which means an employer engaged in whole or in part in the sale or provision of goods and services relating to “clean energy” as defined in M.G.L. c. 23J, § 1, provided that the determination of whether the Host Employer is a “clean energy employer” shall be made by MassCEC in its sole discretion;
 2. Be registered to do business in Massachusetts in good standing with the Massachusetts Secretary of State’s Office;
 3. Have a principal office and place of business located in Massachusetts;
 4. Be able to provide a meaningful Internship with work that is relevant to the Host Employer’s business, going beyond solely administrative tasks;
 5. Provide adequate proof that its organization is able to pay its Intern(s) and all associated costs associated with employment;
 6. Demonstrate that its organization is not an academic or government entity; and

7. Be in good standing with MassCEC, by submitting all paperwork relating to any prior Internship(s), including the mandatory final survey, which has been received and approved by MassCEC.

3. Employment and Location:

- a. This Agreement does not establish the relationship of a partnership, employment relationship, joint venture, or principal and agent relationship between MassCEC and the Host Employer. Neither MassCEC nor the Host Employer shall have any authority to commit or bind the other Party to any obligations (contractual or otherwise) or take any other actions on behalf of the other Party.
- b. At any time during the term of this Agreement, Interns shall not be deemed or otherwise considered to be an employee, intern, contractor, subcontractor or agent of MassCEC for any purpose. Interns are not entitled to tax withholding or any insurance or other benefits provided by MassCEC to its employees.
- c. The terms and conditions of the Internship shall be set by and between the Intern and the Host Employer. MassCEC shall have no responsibility, liability or oversight authority whatsoever with respect to Intern or the Internship.
- d. The Host Employer and its agents, employees and Interns may not hold themselves out as MassCEC employees and shall not be deemed employees of MassCEC for any purposes, including all federal, state, and local laws applicable to income taxes withholding, Federal Insurance Contributions Act taxes, unemployment insurance, workers' compensation and any other rights, benefits, or obligations relating to the employment relationship.
- e. Any Intern shall be treated as an employee of the Host Employer, not as an independent contractor, for compensation purposes and all applicable employment taxes shall be paid by the Host Employer. Non-compliance with this provision will void MassCEC's reimbursement obligation.
- f. Interns shall not be requested or required to sign a non-compete agreement with the Host Employer. Execution of a non-compete agreement by a Host Employer with an Intern shall automatically void any of MassCEC's reimbursement obligations towards the Host Employer.
- g. The Intern(s) cannot be the spouse, child, grandchild, sibling, niece, nephew, or spouse of a child, grandchild, sibling, niece, or nephew of the president, CEO, or other senior executive member of the Host Employer, or of any other employee of Host Employer who may have hiring authority on behalf of the Host Employer.

4. Reimbursement:

- a. MassCEC will award funding to the Host Employer by MassCEC in an Award Letter upon receipt of a signed offer letter from the Host Employer to an Intern, and MassCEC approval of the Host Employer's Intern selection. The Host Employer must demonstrate to MassCEC that the selected Intern complies with all eligibility requirements (and such intern has been requested by Host Employer through the Program's database) and shall provide MassCEC with an offer letter that states the student's name, the date range, and the hourly wage and is signed by both Intern and the Host Employer prior to the Internship start date.
- b. A Host Employer shall pay each Intern at least Fifteen Dollars per hour (\$15/hour). MassCEC shall reimburse up to Eighteen Dollars per hour (\$18/hour). The intern must be paid as a W2 employee
- c. The Host Employer agrees that it has the sole responsibility to properly compensate, deduct and report taxes on, provide workers' compensation and other insurance coverage to its Interns, and otherwise comply with applicable laws regarding the employment relationship. The Host Employer agrees that it will seek independent advice and counsel to comply with its obligations, if needed.
- d. Host Employer shall provide MassCEC with a completed "Reimbursement Certification" at any time before the Deadline, with the following documents for each Intern identified in the Award Letter:
 1. Financial summary report;
 2. Completed certification in the form of Attachment 3 – Expenditure Certification;
 3. The mandatory survey included in the Reimbursement instructions; and
 4. An up-to-date W-9 form.

MassCEC reserves the right to request additional backup documentation.

- e. Upon MassCEC's receipt of such Reimbursement Certification and associated documentation, MassCEC shall pay the Reimbursement to the Host Employer within forty-five (45) business days. MassCEC reserves the right to deny the Reimbursement if the documents required by subsection (d) immediately above are not received by the Deadline.
- f. Other than the Reimbursement, a Host Employer shall not be eligible or entitled to any other benefit, award, or compensation from MassCEC as a result of this Agreement.

- g. The Host Employer acknowledges that an Intern will only be subsidized by MassCEC for twelve (12) weeks of work at any one Host Employer during the Session, and that Interns may not work at the same company through the Program in subsequent sessions. An Intern may continue to work for the Host Employer after those twelve (12) weeks, but the Host Employer shall be solely responsible for the Intern's compensation, without any reimbursement from MassCEC. In a non-subsequent session, an Intern may reapply to the Program and MassCEC may once again subsidize for such Intern at the same Host Employer (for example, the Intern can work for the same Host Employer in the Spring 2023 and Fall 2023, or in the Summer 2022 and Summer 2023). However, the Intern will not be approved for funding if the Intern has been continually working for the Host Employer for more than five (5) hours per week, on average, over the six (6) weeks prior to this Session of the Program.
 - h. MassCEC will not reimburse if the Internship is supported by another state-sponsored program during the Measurement Period.
5. Related Parties: Related Parties are allowed a maximum of three (3) Interns between them. In the event the Related Parties have more than such maximum number of Interns, MassCEC may partially award or reject an application submitted by any Related Party.
 6. Gateway City Reservation: The Host Employer acknowledges that, for the current Session, MassCEC shall reserve sixty (60) spaces in the Program for: (i) Host Employers with an office located in a Gateway City; and/or (ii) student applicants who live in Gateway Cities, and that the remaining spaces in the Program shall be allocated on a first-come, first-serve basis until Program funds are exhausted or the submission deadline has passed.

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.

7. Term: This Agreement shall commence on the effective date of the Award Letter from MassCEC and shall expire on the date on which MassCEC reimburses the Host Employer in full for all portions of the Reimbursement that are due and payable and not in dispute, or such earlier date if this Agreement is terminated pursuant to Section 8.
8. Termination: This Agreement may be terminated by MassCEC immediately upon delivery of written notice of termination to the Host Employer for any breach of this Agreement, or in the event an Intern does not substantially perform the duties of the Internship as determined by the Host Employer.

9. **Indemnification:** To the fullest extent as permitted by law, Host Employer shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors and employees (collectively, the “Covered Persons”) from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards arising from or related to this Agreement or the Internship (collectively, “Damages”) sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) Host Employer’s breach of any of the terms of this Agreement or any false representation by the Host Employer, or (ii) any negligent acts or omissions or reckless or intentional misconduct of Host Employer or any of the Host Employer’s agents, officers, directors, employees, or subcontractors. Without limiting the foregoing, the Host Employer shall indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable laws or the terms of this Agreement by Host Employer or any of its agents, officers, directors, employees, or subcontractors.
10. **Insurance:** Host Employer certifies that it has obtained and will maintain appropriate insurance coverage for all activities under this Agreement through the term of this Agreement. HOST EMPLOYER ACKNOWLEDGES THE SUFFICIENCY OF THE TYPES AND AMOUNTS OF INSURANCE COVERAGE MAINTAINED AND THE APPROPRIATENESS OF THOSE COVERAGES FOR THE DURATION OF THE TERM.
11. **Tax Forms:** MassCEC will record payments to Host Employer on, and provide to the Host Employer, the United States Internal Revenue Service (“IRS”) Form 1099, and MassCEC will not withhold any state or federal employment taxes on the Host Employer’s behalf. Host Employer shall be responsible for paying all such taxes in a timely manner and as prescribed by law. Host Employer shall provide MassCEC with a properly completed IRS Form W-9 (the “W-9”). Failure to provide the W-9 shall be grounds for withholding payment until such W-9 is received. W-9s must be emailed to finance@masscec.com. For all tax-exempt entities, a tax-exemption certificate or IRS tax-exemption determination letter must be emailed to finance@masscec.com.

NOTE: If Host Employer’s address changes, Host Employer must, within five (5) business days:

- 1) Send a notification letter of address change to internships@masscec.com; AND**
- 2) Send an updated W-9 to finance@masscec.com.**

Failure to properly notify MassCEC of an address change in the aforementioned manner may result in a delay in payment of Reimbursement or inability to provide a Reimbursement payment.

12. Legal Compliance: Host Employer agrees to comply with all applicable federal, state, and local statutes, rules and regulations affecting any term, condition or benefit of employment, including, but not limited to, laws prohibiting discrimination, harassment, and retaliation, and employee benefit laws, including without limitation, earned sick time laws and laws regarding medical and parental leaves of absence.
13. Audit: MassCEC shall have the right to audit Host Employer's or its other agents' records to confirm the use of the Reimbursement funds at any time from the effective date of the applicable Award Letter through the end of the Retention Period (as defined below). If such audit reveals that any portion of the Reimbursement was used for purposes not permitted under this Agreement and the applicable Award Letter, then Host Employer shall refund to MassCEC the amount determined by such audit within thirty (30) days of Host Employer's receipt of such audit and demand. Host Employer shall maintain books, records, and other compilations of data pertaining to the Reimbursement made to the extent and in such detail as shall properly substantiate use of such payments. All such records shall be kept for a period of seven (7) years, starting on the first day after Reimbursement payment (the "Retention Period"). If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting there from, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of the Host Employer which pertain to the provisions and requirements of this Agreement. Such access may include on-site audits, review and copying of records.
14. Conflict of Interest: Host Employer acknowledges that all MassCEC employees are subject to the Massachusetts Conflict of Interest statute, M.G.L. c. 268A.
15. Lobbying: No Reimbursement funds may be used to pay for or otherwise support any activities intended to influence any matter pending before the Massachusetts General Court or for activities covered by the law and regulations governing "legislative agents" or "executive agents" set forth in the Massachusetts Lobbying Law, M.G.L. c. 3, § 39.
16. Public Records and CTHRU: As a public entity, MassCEC is subject to Massachusetts' Public Records Law, codified at M.G.L. c. 66. Thus, any documentary material, data, or other information received by MassCEC from a Host Employer is a public record subject to disclosure. Host Employer acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data or other information is exempt from or subject to public disclosure. Host Employer agrees and acknowledges that it shall not send MassCEC any confidential or sensitive information. Further, Host Employer agrees and acknowledges that MassCEC has the right to disclose the name of the Host Employer, the amount of the Reimbursement and any other information it may deem

reasonably necessary on CTHRU, the Commonwealth of Massachusetts' online database of state spending, or any other similar state spending website.

17. Disclaimer of Liability:

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

18. 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 18 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.

- 19. 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 Host Employer, its employees, agents, or officers.
- 20. 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.
- 21. Amendments and Waivers: MassCEC may amend this Agreement by posting an amended version to its website or by emailing an amended version to Host Employers. Any waiver by MassCEC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a Party shall not be construed as a waiver, or in any way limit the remedies available to that Party.
- 22. 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](#)
- c. Attachment 3: Expenditure Certification