

[NOTE TO GRANTEES: This Sample MOU is provided as a resource for Hubs and Spokes to set roles, responsibilities, and expectations between each other. MassCEC is not responsible for the drafting or finalized content of an MOU created using this template and will not be considered a party to such an MOU. Further, an MOU between the Hub and Spoke shall not supersede or alter any Grantee's contractual obligations to MassCEC.]

SAMPLE MEMORANDUM OF UNDERSTANDING (MOU)

This **Memorandum of Understanding (MOU)** is made and entered into by and between:

- **[Hub Organization Name]**, hereinafter referred to as the “Hub,”
- **[Spoke Organization Name]**, hereinafter referred to as the “Spoke,”

Collectively referred to as the “Parties.”

I. PURPOSE

The purpose of this MOU is to outline the roles, responsibilities, and collaborative expectations between the **Hub and Spoke Partners** awarded under Massachusetts Clean Energy Center's (MassCEC) Equity Workforce Program **Climate-Critical Underrepresented Business Support (“CUBS”) Grants**. This partnership aims to advance equitable access to resources, capital, and technical assistance for underrepresented businesses (“**Underrepresented Businesses**”) entering or growing in the clean-energy sector.

This MOU seeks to formalize collaboration, establish clear lines of communication, and ensure accountability in meeting program goals through a Hub-and-Spoke service delivery model.

The Parties agree to operate under a shared commitment to equity, transparency, and measurable impact, with the overarching goal of expanding underrepresented small business participation and success in the clean-energy economy.

II. BACKGROUND

The Climate-Critical Underrepresented Business Support Grants Program was established to address systemic barriers preventing Underrepresented Businesses from fully participating in clean-energy markets.

The Hub-and-Spoke model provides a framework for regional adaptability, leveraging centralized oversight (Hub) and localized service delivery (Spoke) to address these challenges effectively.

III. TERM OF AGREEMENT

This MOU shall commence on **[Start Date]** and remain in effect until **[End Date]**, unless terminated earlier in accordance with the provisions herein.

The term may be extended based on mutual agreement between the Parties and subject to MassCEC approval.

IV. ROLES AND RESPONSIBILITIES

A. Hub Responsibilities:

The Hub will:

- Serve as a central coordination point for regional Underrepresented Businesses support activities;
- Provide baseline Core Services and Procurement Navigation services for at least one clean energy sector to Underrepresented Businesses;
- Serve as a social point within its respective region for recruiting and navigating Underrepresented Businesses to appropriate Spokes for additional services via referrals;
- Lead ongoing case management and tracking of Underrepresented Businesses in the cross-referral system;
- Develop regional procurement toolkits and funding guidance resources;
- Maintain regular staffing presence (minimum two days per week) for in-person support to Underrepresented Businesses;
- Ensure compliance with programmatic reporting requirements and submission deadlines;
- Provide regional convening opportunities for partners, including Spokes, and stakeholders; and
- Facilitate partnerships with fiscal agents, regional planning commissions, and local stakeholders as needed.

B. Spoke Responsibilities:

The Spoke will:

- Deliver sector-specific direct services to Underrepresented Businesses, including [outline direct services here];
- Collaborate closely with the Hub to align programmatic goals and deliverables;
- Participate in bi-directional referral processes to ensure seamless Underrepresented Business support; and
- Provide quarterly performance reports to the Hub, including program metrics and financial expenditures.

C. Joint Responsibilities:

Both Parties will:

- Maintain open and regular communication to ensure program alignment, including sharing updates on service plans and workflows.
- Share best practices, lessons learned, and program innovations.
- Actively participate in program monitoring and evaluation activities as directed by MassCEC.

V. PROGRAM DELIVERABLES AND EXPECTATIONS

The Parties agree to fulfill the following deliverables and adhere to the outlined expectations to ensure the success of the Climate-Critical Underrepresented Business Support Grants Program:

A. Hub Deliverables:

- Develop a regional Underrepresented Business engagement plan that includes outreach strategies, networking events, and collaboration opportunities.
- Create streamlined qualification processes for Underrepresented Businesses seeking access to program services.
- Provide Core Services to Underrepresented Business participants, including referrals from Spokes who meet eligibility requirements.
- Deliver workshops and/or capacity-building sessions for the regional small business clean-energy ecosystem.
- Provide regional quarterly and annual programmatic and financial reports to MassCEC.
- Provide case-management support to Underrepresented Businesses, including referrals from Spokes.
- Development of bi-directional referral systems to ensure seamless support and service delivery across regions.

B. Spoke Deliverables:

- Provide direct education, including support for sector-specific services including

training sessions and technical assistance on sector-specific Procurement Navigation or Financial Planning or Certification and Licensing or small Businesses Development.

- Provide case-management support to Underrepresented Businesses, or referrals for support.
- Participate in regional workshops and convenings hosted by the Hub.
- Submit quarterly performance metrics, including participant engagement and service outcomes, to the Hub.

C. Joint Deliverables:

- Collaborate on the development of knowledge-sharing efforts such as toolkits, case studies, Assessment forms, or Business Plans checklists.
 - Participate in program evaluations, focus groups, and impact assessments as required by MassCEC.
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VI. PERFORMANCE METRICS AND REPORTING

For Spoke participants and participants enrolled in the Hub's Procurement Navigation pathway, at least seventy percent (70%) of enrolled participants are expected to achieve one or more approved business success outcomes. To ensure accountability and transparency, the Parties agree to the following performance tracking and reporting requirements:

A. Performance Metrics:

- Number and identification of Underrepresented Business participants served and engaged through program activities, including but not limited to complete, accurate, and current business-identifying, ownership, demographic, and eligibility data.
- Baseline business data for each enrolled participant, including, but not limited to, revenue, number of employees, years in operation, certifications and licenses, climate-critical sectors served, customer base, procurement activity, and access to capital, to establish the participant's business- and contract-readiness status at enrollment.
- Number and percentage of Core Services participants attaining approved business-readiness or contract-readiness milestones or successfully referred to Procurement Navigation, Specialized Services, or other appropriate business-support pathways.
- Number and percentage of Procurement Navigation participants attaining approved interim performance metrics, including certifications or licenses, bonding or insurance capacity, bids or proposals submitted, or qualification for sector-specific vendor programs.
- Number and percentage of participants achieving approved business success outcomes, including, but not limited to, contracts or subcontracts secured, capital or financing acquired, revenue growth, workforce growth, entry into a new climate-critical market, and expansion of the customer base.

- Number and percentage of participants engaged in retention and follow-up activities during the required twelve-month retention and monitoring period.
- Number and status of referrals made, accepted, initiated, completed, or returned and other regional coordination activities undertaken by the Parties.

B. Hub Reporting Requirements:

- Hubs shall consistently collect and share performance metrics and other data.
- Hubs shall collect and report business- and contract-readiness metrics for participants receiving Core Services and business success outcomes for participants enrolled in the Hub's clean energy Procurement Navigation pathway,
- Hubs shall collect and consolidate performance metrics and data from the region and report to MassCEC. Hubs shall submit monthly programmatic and financial reports and quarterly regional reports to MassCEC.
- Annual impact reports will be submitted by Hubs summarizing regional outcomes, financial performance, and recommendations for program improvement. Reports must include both qualitative and quantitative data, highlighting key achievements, challenges, and upcoming milestones.

C. Spoke Reporting Requirements:

- Spokes shall consistently collect and share performance metrics and other data.
- Spokes shall collect and report performance metrics and business success outcomes appropriate to the Specialized Services provided and the needs of the businesses served.
- Spokes shall report performance metrics and data to both the Hub and MassCEC.
- Spokes shall submit no less than quarterly to their assigned Hub and monthly to MassCEC.

VII. COMMUNICATION AND COLLABORATION

Clear and effective communication between the Parties is essential for program success. The Parties agree to:

- Designate primary points of contact for day-to-day program communication.
 - Hold monthly coordination meetings to review program progress, address challenges, and share updates.
 - Participate in bi-annual statewide or regional convenings hosted by MassCEC for collective program review and strategy alignment.
 - Develop a shared digital platform or process for document sharing, reporting templates, and program resources.
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VIII. DATA SHARING

To facilitate transparency and alignment across the Hub-and-Spoke network, the Parties agree to the following:

- Data collected through program activities, including Underrepresented Businesses performance metrics and financial outcomes, will be shared with MassCEC.
 - All shared data will comply with applicable privacy and confidentiality laws.
 - Any public dissemination of program outcomes, research findings, or case studies must acknowledge MassCEC's funding and program support.
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IX. DISPUTE RESOLUTION

In the event of a dispute arising under this MOU, the Parties agree to:

- First attempt to resolve disputes through informal discussions and mutual agreement.
 - If unresolved, escalate the matter to designated senior representatives from both Parties.
 - Should resolution not be achieved, MassCEC will serve as the final arbiter for program-related disputes.
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X. TERMINATION AND AMENDMENTS

- Either Party may terminate this MOU with thirty (30) days' written notice, specifying the reason for termination.
 - In the event of termination, all outstanding deliverables and reporting requirements must be fulfilled.
 - Any amendments to this MOU must be made in writing and approved by both Parties and MassCEC.
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XI. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date written below.

[Authorized Hub Representative Name]
Title

Organization Name

Date

[Authorized Spoke Representative Name]

Title

Organization Name

Date