



Green School Works: Technical Assistance Services

Participant Agreement

Posted: April 22, 2025

The following Participant Agreement ("Agreement") is issued by the Massachusetts Clean Energy Technology Center ("MassCEC"), as part of the Green School Works: Technical Assistance Services ("Program"). Any changes or electronic alterations to the official version of this form shall be void. By signing below, the school, school district, or educational collaborative representative ("Participant", together with MassCEC the "Parties" and each a "Party") who has enrolled and been notified of eligibility to receive technical assistance services under the Program acknowledges and agrees that they have read and understand all the terms and conditions of this Agreement and the Program's associated manual (the "Program Manual") and specifically agrees to be bound by the contents of this Agreement and the Program Manual upon the signing and submission of the Agreement. This Agreement shall become effective upon the date of execution of this Agreement. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Program Manual.

The Program offers an opportunity for eligible public K-12 schools, school districts, and educational collaboratives to receive support for capital planning that focuses on modern, energy efficient school buildings and facilities. The Program will provide Participant with information on incentives and funding opportunities available for investing in energy efficient and fossil fuel free technologies and infrastructure.

1. Eligibility. The Participant represents that they satisfy all eligibility requirements set forth in the Program Manual and that they will comply with all terms and conditions set forth herein and in the Program Manual and all related program documents (as defined in the Program Manual).
2. Noncompliance. MassCEC reserves the right, acting in the sole exercise of its discretion, to review, amend, rescind, or otherwise modify the Participant's eligibility and selection under the Program in the event of noncompliance with this Agreement, the Program Manual, or other Program documents.
3. Project Completion. For purposes of the Agreement, "Project Completion" shall mean that, in accordance with the Program Manual, the Participant has worked with their selected technical assistance consultant ("Vendor") to complete a Comprehensive Building Assessment, Portfolio Decarbonization Roadmap, or Focused Study with the additional Green School Works renewable scope.
4. Indemnification.
 - a. The Participant shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors, assigns, 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) the Participant's breach of any of the terms of this Agreement or any false representation of the Participant under this Agreement and/or their application as submitted under the Program, or (ii) any grossly negligent acts or omissions or reckless or intentional misconduct of the Participant or any of the Participant's agents, officers, directors, employees, assigns, contractors, or subcontractors. Without limiting the foregoing, the Participant, 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 law, individually, or any of its agents, officers, directors, employees, assigns, contractors, or subcontractors.

- b. In no event shall any Covered Persons or Participant 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 Participants, its employees', agents', or assigns' performance of the Project under this Agreement.

5. Participant Requirements.

- a. Facilities staff must be aware of the Program and willing to cooperate with the Program.
- b. The Participant agrees to sign this Agreement with MassCEC.
- c. The Participant agrees to sign a separate participant agreement with selected Vendor if requested by selected Vendor.
- d. The Participant will share all documentation with the Vendor, as necessary to begin technical assistance study, such as operational information for the school building(s) or facility(ies).
- e. The Participant may be required to participate in meeting(s) with the Vendor, MassCEC, and Mass Save (as applicable).
- f. The Participant may be required to review draft and/or final deliverables from the Vendor and provide feedback.
- g. The Participant will support Vendor's on-site assessment, including site visits with access to all school buildings, facilities, and other areas as necessary for the completion of the technical assistance service.

- 6. Disclaimer: MassCEC expressly disclaims any duty to investigate any company, product, service, process, procedure, design, or other matter regarding the installation of decarbonization measures recommended by the Vendor. The involvement of a Vendor in the Program does not constitute an endorsement, warranty, or guaranty of any kind or circumstance by MassCEC of any company, product, service, process, procedure, design, or other matter regarding the installation of decarbonization measures by the decarbonization measure vendors, equipment vendor(s), and/or subcontractors of decarbonization measure vendors. The entire risk of use of any decarbonization



measure vendor(s), equipment vendor(s), subcontractors, product, service, process, procedure, or design is assumed by the Participant as part of its obligations under this Agreement, and Participant agrees to hold harmless all Covered Persons from all Damages arising out of or otherwise in connection with decarbonization measure vendors' activities in relation to the Program, including, without limitation, any decarbonization measure vendors that Participant learns of through MassCEC or the Vendor.

7. Public Disclosure: As a public entity, MassCEC is subject to Massachusetts' Public Records Law, codified at Chapter 66 of the Massachusetts General Laws ("Public Records Law"). Applicants acknowledge and agree that any documentary material, data, or other information submitted to MassCEC are presumed to be public records. An exemption to the Public Records Law may apply to certain records, including materials that fall under certain categories under a statutory or common law exemption, including the limited exemption at Massachusetts General Laws Chapter 23J, Section 2(k) regarding certain types of confidential information submitted to MassCEC by an applicant for any form of assistance. Applicants acknowledge and agree 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. Thus, MassCEC urges Applicants to carefully consider what documents, materials, data and other information is submitted to MassCEC in connection with the Program.

In line with Public Records Law requirements, MassCEC generally considers the following types of information as exempt:

- Personal email addresses
 - Personal phone numbers
 - Account numbers and other sensitive financial information from utility bills
8. Governing Law; Arbitration: 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.

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Signature and Acceptance Form

Authorized Signatory. The undersigned represents and warrants that they are fully authorized and empowered to enter into this Agreement, be it on their own behalf or on behalf of an entity.

Participant Agreement Terms and Conditions. The undersigned agrees to all of the contract terms and conditions of this Participant Agreement and the Program Manual, and acknowledges that by signing below, the undersigned shall be bound by the terms and conditions contained therein.

Participant Signature	
Project Site Address	
Printed Name of Participant (including Name and Title of Signatory, if Participant is an entity)	
Signature of Participant*	
Date	

*Signatures cannot be typed.