



Request for Proposals: Innovation Ecosystem Program FY2026 IEP

Date of Issue: Wed. November 19, 2025

Total Funding Available: up to \$2,100,000

Concept Papers Due: Tues. January 13, 2026

Full Applications Due: Tues. March 17, 2026

All proposals must be submitted to:

innovationecosystem@masscec.com

I. SUMMARY

The Massachusetts Clean Energy Technology Center (“MassCEC”) is issuing this Request for Proposals (“RFP”) to solicit responses from eligible Entrepreneur Support Organizations (“ESOs” or “Applicants”) for its Innovation Ecosystem Program (“IEP” or “Program”).

IEP provides grants to ESOs in Massachusetts that deliver targeted support to early-stage Climatetech entrepreneurs and accelerate their path to market. Applicants may apply for one of the following tracks:

Track 1: Programming Support

- **Amount:** Up to \$120,000 per award.
- **Purpose:** Operating funds to enhance existing or develop new startup program(s) that provide targeted support to Climatetech entrepreneurs. Funds are flexible to support staffing, programming, or facility management.

Track 2: Programming Support + Entrepreneur Fellowship Grant

- **Amount:** Up to \$120,000 for operating support plus access to a competitive fellowship funding pool totaling up to \$900,000¹.
- **Purpose:**
 - Operating funds as described in Track 1; and
 - Stipend funding for Entrepreneur Fellowship programs that advance the translation of research into Climatetech businesses, products, and jobs in the energy, transportation, and buildings sectors, as directed by the 2050 Clean Energy and Climate Plan². Funds must go directly to fellows (e.g., living stipends, R&D grants) and cannot be used for ESO operating expenses.

Each organization may receive only one IEP award per funding round. Capital expenses are not eligible under this Program.

To be eligible for a grant, ESOs must be legally organized in Massachusetts—and/or demonstrate that a significant portion of their cohorts or membership base consists of Massachusetts-based Climatetech startups—have operated for at least one (1) year, and provide services that support Climatetech development, commercialization, and entrepreneurship. Such services may include mentoring, training, funding, networking, and/or access to specialized facilities and resources. Eligible ESOs may include, but are not limited to:

- Accelerators
- Incubators
- Innovation Centers

¹ MassCEC reserves the right to allocate the Entrepreneurial Fellowship Grant to as many or as few ESOs as necessary in order to align with the competitive process of this solicitation.

² As directed by [An Act Making Appropriations for the Fiscal Year 2026 Bill H.4240](#)

- Educational Institutions
- Entrepreneur Networks and Associations
- Economic Development Organizations

The application process for IEP grants is administered in two competitive phases: a Concept Paper and a Full Application. Applicants must clearly demonstrate alignment with Program goals. Grants shall be awarded in a manner that promotes geographic, social, and economically equitable outcomes.

For the purposes of this RFP, the following terms are defined and will be consistently throughout:

- Entrepreneur Fellowship (“Entrepreneur Fellowship/s” or “Fellowship”): an existing (for at least 1 full year) program that advances the translation of research into Climatetech businesses, products, and jobs in the energy, transportation, and buildings sectors by providing resources, mentorship, and support to Participating Fellows.
- Participating Fellows (“Participating Fellow/s” or “Fellow/s”): inventors spinning out of Massachusetts universities or laboratories, or existing Massachusetts inventors working on Climatetech at Technology Readiness Level (“TRL”) 2 – 6³ that have raised no more than \$2.5M (including, but not limited to, non-dilutive grants, angel investments, venture capital).
- Public Benefit Site (“Public Benefit Site”): defined as an ESO that is physically located in a MA-based Gateway City⁴ or Environmental Justice community⁵, or is in an underserved geographic region (i.e., such as Western Massachusetts, the Berkshires, or Cape Cod).
- Headquarters (“Headquarters/ed”): the primary physical location where the ESO’s central leadership, administrative operations, and official business activities are based.
- “Climatetech” shall refer to the following definitions. And “Climatetech Startups” shall be defined as early-stage companies that are actively developing, commercializing, or deploy the technologies described below:
 - “...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)

³ https://www.energy.gov/sites/default/files/2022-08/EERE_R_540.112-02_Technology_Readiness_Levels_%28TRLs%29.pdf

⁴ <https://www.mass.gov/doc/gatewaycitiesdocx/download>

⁵ <https://www.mass.gov/info-details/environmental-justice-populations-in-massachusetts#interactive-map->

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 to [Chapter 179 of the Acts of 2022 "An Act Driving Clean Energy and Offshore Wind"](#) and as further amended by Chapter 238 of the Acts of 2024 "[An Act Relative to Strengthening Massachusetts' Economic Leadership](#)" and Chapter 239 of the Acts of 202423 "[An Act Promoting a Clean Energy Grid, Advancing Equity and Protecting Ratepayers](#)")
- Please note that technologies related to coal, oil, woody biomass, natural gas (except where used in fuel cells) will not be considered Climatetech for purposes of this RFP.

Relevant Attachments to this RFP include:

- Attachment 1 – Authorized Applicant's Signature and Acceptance Form
- Attachment 2 – Concept Paper Template
- Attachment 3 – Full Application Outline
- Attachment 4 – Sample Agreement

II. ABOUT MASSCEC

The Massachusetts Clean Energy Technology Center (MassCEC) is a quasi-state economic development agency dedicated to accelerating the growth of the clean energy sector across the Commonwealth to spur job creation, deliver statewide environmental benefits and to secure long-term economic growth for the people of Massachusetts. MassCEC works to increase the adoption of clean energy while driving down costs and delivering financial, environmental, and economic development benefits to energy users and utility customers across the state.

MassCEC's mission is to accelerate the clean energy and climate solution innovation that is critical to meeting the Commonwealth's climate goals, advancing Massachusetts' position as an international climate leader while growing the state's clean energy economy. MassCEC is committed to creating a diverse, equitable, and inclusive organization where everyone is

welcomed, supported, respected, and valued. We are committed to incorporating principles of diversity, equity, inclusion, and environmental justice in all aspects of our work in order to promote the equitable distribution of the health and economic benefits of clean energy and support a diverse and inclusive clean energy industry. MassCEC strives to lead and innovate in equitable clean energy and climate solutions.

III. PROGRAM GOALS AND DESCRIPTION

The MassCEC Innovation Ecosystem Program (“IEP”) is an economic development initiative aimed at strengthening the Climatetech innovation ecosystem across Massachusetts and improving the rate of Climatetech commercialization. The program aligns with the goals of the *Massachusetts Climatetech Economic Development Strategy and Implementation Plan (2025)*⁶, developed jointly by MassCEC and the Executive Office of Economic Development.

Grants awarded through IEP will support ESOs in delivering their core operations that directly benefit Climatetech startups and innovators, and, if applicable, administering entrepreneurial fellowships. To be eligible, ESOs must demonstrate strong alignment with the goals of the program.

PROGRAM GOALS

1. **Address Climate and Energy Challenges:** address key climate and energy challenges as directed by the 2050 Clean Energy and Climate Plan⁷ while accelerating the growth of Massachusetts’ economy.
2. **Advance Technology Commercialization:** promote commercialization of early-stage Climatetech through high-quality programming and support services.
3. **Advance Research Commercialization:** accelerate the translation of research into Climatetech businesses, products, and jobs by supporting Entrepreneurial Fellowships that help move innovations from laboratory research to market deployment, if applicable.
4. **Strengthen ESO Capacity:** strengthen ESOs’ ability to deliver high-quality programming, mentorship, and technical assistance for Climatetech startups and innovators.
5. **Promote Equitable Economic Growth:** prioritize investments that serve Gateway Cities⁸ or Environmental Justice⁹ communities or an underserved geographic region (i.e., such as Western Massachusetts or Cape Cod), broaden access to Climatetech careers, and foster inclusive economic growth across the Commonwealth.
6. **Position Massachusetts as an International Leader:** enhance the state’s competitiveness as a Climatetech innovation hub by developing world-class infrastructure, programming,

⁶ https://www.masscec.com/sites/default/files/documents/Massachusetts_Climatetech_EconDev_Strategy_2025.pdf

⁷ <https://www.mass.gov/info-details/massachusetts-clean-energy-and-climate-plan-for-2050>

⁸ <https://www.mass.gov/doc/gatewaycitiesdocx/download>

⁹ <https://www.mass.gov/info-details/environmental-justice-populations-in-massachusetts#interactive-map->

and a connected innovation ecosystem, all while delivering cost benefits and ratepayer savings to Massachusetts customers.

FOCUS AREAS & PRIORITIES

While IEP will consider any proposal that supports climate technology development that meets MassCEC’s definition of “Climatetech” (see Section I), particular emphases will be given to ESOs that support developing one or more of the following priority industries:

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.
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.

PROGRAM CONTEXT

Today, approximately 34% of the global emissions reductions needed to reach net-zero by 2050 will depend on technologies that are not yet commercialized¹⁰. Bridging this gap requires substantial investment in the innovation ecosystem that moves promising Climatetech solutions from lab to market.

Massachusetts has responded to these risks with ambitious laws and policies that commit the Commonwealth to reach net-zero GHG emissions by 2050. The state’s *Clean Energy and Climate Plan for 2050*¹¹ outlines strategies to decarbonize key sectors—such as power, buildings, and transportation—while emphasizing workforce development and an equitable economic transition. Recent economic development legislation, including the *Mass Leads Act* (2024)¹², further establishes mechanisms to attract and scale Climatetech businesses in the Commonwealth.

¹⁰https://www.masscec.com/sites/default/files/documents/Massachusetts_Climatetech_EconDev_Strategy_2025.pdf

¹¹ <https://www.mass.gov/info-details/massachusetts-clean-energy-and-climate-plan-for-2050>

¹² <https://malegislature.gov/Laws/SessionLaws/Acts/2024/Chapter238>

IEP advances these goals by funding ESOs to deliver core operations and administer entrepreneurial fellowships that directly benefit Climatetech startups and researchers. IEP helps accelerate technology readiness, spur job creation, deliver statewide environmental benefits, and secure long-term economic growth—positioning Massachusetts as an international leader in Climatetech innovation.

IV. ELIGIBILITY

ENTREPRENEUR SUPPORT ORGANIZATION ELIGIBILITY

Eligible Applicants for Track 1 and Track 2 include Entrepreneur Support Organizations (“ESOs”) that meet the following criteria:

1. Be registered to conduct business and operate a physical location in Massachusetts, and/or demonstrate that a significant portion of their membership base consists of Massachusetts-based Climatetech startups.
2. Have been in continuous operation for at least one (1) year (i.e., established on or before November 1, 2024).
3. Have a sustainable organization model supported by a credible business plan and long-term funding from multiple sources.
4. Have an experienced and capable management team.
5. Provide ongoing services or resources that directly support Massachusetts-based Climatetech startups and innovators, such as mentoring, training, access to labs or equipment, networking, and/or funding.
6. Demonstrate a track record of stimulating Climatetech research and development, innovation, and commercialization (e.g., documented startup commercialization outcomes, successful fundraising or investment attraction, patents filed or licensed, partnerships, well-utilized testing or prototyping facilities).
7. Applicants previously awarded a FY26 MassCEC [Ocean Innovation Network](#) “Track 2: Ocean Innovation Network Support” grant remain eligible to apply for IEP. However, due to IEP’s competitive nature, MassCEC will carefully review proposed impact, scope of work, and articulation of need for additional funding for these ESOs. These Applicants should be prepared to provide further details if requested.

TRACK 2: ENTREPRENEUR FELLOWSHIP ELIGIBILITY

Eligible Applicants for Track 2 must meet all ESO eligibility criteria outlined above and include ESOs that administer Fellowships as defined in Section I. All criteria include:

Fellowship Eligibility

- The Fellowship advances the translation of research into Climatetech businesses,

products, and jobs in the energy, transportation, and buildings sectors by providing resources, mentorship, and support to participating Fellows.

- The Fellowship has been in operation for at least one (1) year (i.e., established on or before November 1, 2024), or the ESO has a proven track record of successfully administering a similar Fellowship in prior years.

Fellow Eligibility

- Fellows must be inventors spinning out of Massachusetts universities or laboratories, or existing Massachusetts-based inventors developing Climatetech at Technology Readiness Levels (TRL)¹³ 2 – 6 and have raised no more than \$2.5M to date including all sources of funding (e.g., non-dilutive grants, angel investments, venture capital).
- Fellows must reside in Massachusetts and operate their research or business activities in Massachusetts for the duration of the Fellowship.

Program Design

- The Fellowship must recruit Fellows from a broad range of Massachusetts universities and laboratories ensure wide institutional and geographic representation.
- The Fellowship must demonstrate a commitment to equitable access to its programming and demonstrate goals of supporting underrepresented founders.
- The Fellowship must prioritize Climatetech with high potential climate and economic impacts, such as:
 - a. Annual greenhouse gas (GHG) reductions on order of tens of millions of metrics tons at scale; and/or
 - b. Significant regional (Massachusetts/New England) adaptation, resilience, or environmental sustainability benefits; and/or
 - c. Strong potential to scale and deploy in Massachusetts, as directed by the 2050 Clean Energy and Climate Plan.
- ESOs must involve MassCEC in the Fellow selection process to ensure alignment with MassCEC’s mission and program objectives.
- ESOs must connect Fellows to MassCEC and other Massachusetts resources, including grants, business development support, and investment opportunities.

V. ESTIMATED TIMELINE

The application process will proceed according to the following schedule. The target dates are subject to change. Therefore, Applicants are encouraged to check MassCEC’s IEP website (masscec.com/program/innovation-ecosystem) frequently for updates to the schedule.

¹³ https://www.energy.gov/sites/default/files/2022-08/EERE_R_540.112-02_Technology_Readiness_Levels_%28TRLs%29.pdf

Process Step	Date
RFP Release	Wednesday November 19, 2025
Informational Webinar	Thursday December 11, 2025, at 12 PM ET
Questions Due	Tuesday December 16, 2025
Questions and Answers posted to MassCEC's Website	Thursday December 18, 2025
Concept Papers Due	Tuesday January 13, 2026, by 5 PM ET
Invitation to Submit Full Application	Wednesday February 11, 2026
Full Application Due	Tuesday March 17, 2026, by 5 PM ET
Notification of Awards	Est. Mid-June 2026
Contracting Concludes/Projects Begin	Est. early Summer 2026

INFORMATIONAL WEBINAR

An informational webinar will be held on Thursday December 11, 2025 at 12 PM ET. To register, please sign up using this registration link on MassCEC's IEP website: masscec.com/program/innovation-ecosystem.

MassCEC will post summary responses to procedural questions and issues addressed during the webinar to the IEP website.

QUESTIONS

Questions regarding this RFP and the application materials must be submitted by electronic mail to innovationecosystem@masscec.com, with the following Subject Line: "Questions – RFP IEP FY26." All questions must be received by Tuesday December 16, 2025.

Responses to all questions received will be posted on or before Thursday December 18, 2025 to the FAQ section on MassCEC's IEP website: masscec.com/program/innovation-ecosystem.

VI. HOW TO APPLY

The application process for IEP grants is administered in two phases. Applicants will first submit a concise concept paper that outlines their proposal. ("Concept Paper/s"). Selected finalists will then be invited to submit a Full Application to expand upon details of their proposal ("Full Application").

Applicants will receive an email confirmation within three (3) business days of submission. All submitted materials are subject to Massachusetts public records law (see Section IX). Do not include proprietary or confidential information in your proposal.

Applicants are cautioned to read this RFP carefully and to conform to its requirements. Under no circumstances will MassCEC accept responses past the deadline. Failure to comply with the requirements may serve as grounds for rejection of an application. MassCEC reserves the right to disqualify any submission at its sole discretion.

SUBMISSION INSTRUCTIONS

Concept Paper Submission

All Concept Papers must be submitted electronically to innovationecosystem@masscec.com by Tuesday January 13, 2026 by 5 PM ET. Please include the RFP number “RFP FY2026 IEP” in the email’s subject line. Each Concept Paper submission must include the following materials:

1. **Concept Paper.** Use the pre-formatted template (Attachment 2)
2. **Authorized Applicant’s Signature and Acceptance Form** (Attachment 1)
3. **ESO’s 2024 Full Fiscal or Calendar Year Financial Statements.** Must include 1 full year of information.
4. **Resumes/CVs.** From key personnel at the ESO (i.e., those personnel directly leading the programming and/or interacting with the innovators).
5. **Letters of Commitment or Support (optional).** From key stakeholders.

Full Applications

Following review of Concept Papers, MassCEC will invite selected finalists to submit a Full Application by Wednesday February 11, 2026. Finalists will expand on their Concept Papers.

All Full Applications must be submitted electronically to innovationecosystem@masscec.com by Tuesday March 17, 2026 by 5 PM ET. Please include the RFP number “RFP FY2026 IEP” in the email’s subject line. Full Applications must include:

1. **Full Application.** Use the outline as guidance (Attachment 3)
2. **Authorized Applicant’s Signature and Acceptance Form** (Attachment 1)
3. **Resume/CVs.** From key personnel at the ESO listed in the Application. (i.e., those personnel directly leading the programming, and/or interacting with the innovators)
4. **Letters of Commitment or Support (optional).** From key stakeholders.
5. **Sample Agreement.** Applicants are required to redline/mark up the Sample Agreement and submit a revised copy with its Full Application (Attachment 4). Please review Section IX for additional contracting terms.

DIVERSITY SELF-ASSESSMENT

(Optional) Please include a brief summary of you or your organization’s commitment to DEI and/or EJ principles. If available, please provide or link to any relevant materials (e.g., organization guidance documents, mission/vision statements, etc.). You may also include brief

examples of initiatives, projects, or other work in which the Lead Applicant and/or Project Partners have demonstrated a clear commitment to advancing DEI and/or EJ principles.

USE OF ARTIFICIAL INTELLIGENCE

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.

VII. SELECTION CRITERIA

MassCEC aspires to identify and support the highest-value opportunities to strengthen the chances of success for Climatedtech commercialization in the Commonwealth. To achieve this, MassCEC has established the following Concept Paper and Full Application Review Process:

1. **Initial Screening:** all Concept Papers and Full Applications will undergo an initial screening to ensure they are complete, meet basic eligibility requirements, and adhere to the guidelines outlined in the solicitation.
2. **Detailed Review:** eligible Concept Papers and Full Applications will be reviewed in detail by MassCEC and external industry specialists, if necessary. The review team will assess each proposal based on the criteria outlined below.
3. **Interviews:** MassCEC reserves the right to contact Applicants to request supplemental or clarifying information as part of the formal review process. The staff may also request an interview with and/or presentation by select Applicants.
4. **Selection for Advancement:** following Concept Paper review, selected Applicants will be invited to submit a Full Application. Following Full Application review, Applicants will be notified of their awarded status as described in the schedule in Section V.

Concept Papers and Full Applications for both Track 1 and Track 2 will be evaluated based on criteria in the following table.

Track 1 and Track 2 applicants are evaluated first on the same common criteria (100 points) and ranked together using that 100-point score. Track 2 applications include an additional fellowship section scored out of 20 points; that 20-point score is used only to compare Track 2 applicants.

Criteria include, but are not limited to:

Selection Criteria Track 1: 100 points total Track 2: 120 points total	Details
Relevance and Alignment 10 points	• Alignment with the grant’s objectives to enhance the conditions for Climatetech startup success. • Geographic composition of member and alumni startups. MA-based startups should represent at least half of the ESO’s membership/usage at any given time. • The niche benefits of the ESO compared to others in the MA climatetech ecosystem.
Articulation of Need 10 points	• Clarity in identifying specific challenges and resource gaps that hinder the ESO to meet Climatetech startup demand. • Justification for the grant and ESO model based on industry trends, startup needs, and market demands.
ESO Programming 20 points	• Appropriateness of the target market for ESO participants and how core programming components (e.g., curriculum, workshops, mentorship, and networking opportunities) support participants. • Relevant resources, tools, and partner roles that strengthen program delivery and impact. • Methods for evaluating participant progress. • Innovation and creativity in program design and delivery.
(Track 2 only) Fellowship Programming 20 points	• Massachusetts-based Fellow eligibility and residency requirements. • Coherence and feasibility of the proposed Fellowship, including selection criteria, stipend uses, implementation strategies, key milestones, and projected outcomes. • Priority for high-impact Climatetech with clear GHG reduction, regional resilience, or scaling potential in Massachusetts that aligns with energy, transportation, and buildings sector priorities and emissions. • Alignment with the ESOs existing programming and coordination with MassCEC and Massachusetts innovation ecosystem resources. • Long-term viability, operations, and funding plan to sustain fellows and associated activities beyond the grant period. • Demonstrated commitment to supporting underrepresented founders and regionally diverse inventors.
Financial Overview 20 points	• Completeness and realism of the ESO’s programming costs and funding request.

	• Use of funds to benefit MA-based Climatetech startups. • Funding request, relative to the number of MA-based Climatetech startups represented. • Funding request, relative to the organization's revenue. • Demonstrated longevity and sustainability of previous and current funding sources, as it relates to the ESO's financial sustainability.
Anticipated Impact 20 points	• Potential for significant and measurable near- and long-term impacts for Climatetech commercialization, with specific measurable metrics. • Expected long-term economic and societal impacts for Massachusetts, including sustained competitiveness, workforce development, and anticipated cost or ratepayer savings to Massachusetts customers. • Evidence of a plan to attract and retain new Climatetech innovators and startups into the Massachusetts ecosystem. • Commitment to advancing equitable economic growth by serving Gateway Cities¹⁴ (GC) or Environmental Justice¹⁵ communities (EJC) or an underserved geographic region (i.e., such as Western Massachusetts or Cape Cod), broadening access to Climatetech careers, and fostering inclusive growth across the Commonwealth. If the project's is outside these areas, describe how the project will ensure outreach and access to these communities.
Evidence of Success and Staff Qualifications 10 points	• Evidence of ESO programming success, including startup outcomes, growth metrics, and ecosystem contributions. • Demonstrated track record and capabilities of key project leaders in managing and implementing similar projects and programs.
Regional Diversity Up to 5 additional points	• Regional diversity may merit up to extra 5 points, added to the total score. ○ +0 = regional diversity not applicable. ○ +3 = ESO is headquartered in a Public Benefit Site (as defined in Section I). ○ +5 = ESO is headquartered in and its core in-person startup programming takes place in a Public Benefit Site (as defined in Section I).

¹⁴ <https://www.mass.gov/doc/gatewaycitiesdocx/download>

¹⁵ <https://www.mass.gov/info-details/environmental-justice-populations-in-massachusetts#interactive-map->

The goal of this RFP is to select and enter into an Agreement with Applicants whose proposals best align with MassCEC's goals and objectives as outlined in this solicitation. MassCEC reserves the right to consider any other factors it deems relevant and appropriate.

VIII. BUDGET

IEP provides operating grants up to \$120,000 per organization, plus access to a competitive Fellowship funding pool totaling up to \$900,000.

MassCEC will disburse funds upon completion of pre-determined milestones in accordance with the budget, payment terms, schedules, and other terms and conditions established in the Grant Agreement and Statement of Work.

ELIGIBLE OPERATING EXPENSES

Any operating expenditure to be funded by MassCEC under this Program must be one that will be accounted for by the recipient in its financial records as an operating expenditure under Generally Accepted Accounting Principles ("GAAP").

Examples of such operating expenditure could include expenditures for staff salaries, program delivery, outreach, rent/utilities for program spaces, etc. Budget items must be justified as to why it is a necessary and reasonable part of the proposal.

Capital expenditures do not qualify as an allowable expenditure under this program.

TRACK 2: ELIGIBLE ENTREPRENEUR FELLOWSHIP EXPENSES

Funds awarded from the \$900,000 Entrepreneur Fellowship Grant pool must be disbursed directly to fellows and used only for allowable Fellowship expenses.

Fellowship funds may be used for expenses that directly support a Fellow's participation in the program and advance of their Climatetech research and development and/or startup company business, including but not limited to, living stipends, project R&D grants, travel and per diem, consumable supplies and lab fees, IP-related costs, etc.

Fellowship funds may not be used for ESO operating costs, general administration, and capital expenditures.

AWARD DISBURSEMENT AND DELIVERABLES

To receive IEP award disbursements as a condition of payment, Grantees will be required to report on their progress throughout their participation of IEP. The prescriptive list of deliverables and funding tranches is detailed in the table below.

Funds will be distributed based on the following percentages as reporting deliverables are submitted with invoices.

Invoice Number	Deliverables	Programming Funds %	Fellowship Funds %
1	First Progress Report and Metrics Report.	25%	—
	(Track 2 only) MassCEC's approval of fellow selections and proof of signed fellowship agreement(s).	—	40%
2	Create your own deliverable.	25%	—
3	MassCEC Presentation to Grantee's members/participants/fellows.	25%	—
	(Track 2 only) Evidence of fellowship stipends payment to date.	—	35%
4	Grantee's Lunch & Learn Presentation to MassCEC.	10%	—
5	Final Progress Report and Metrics Report.	15%	—
	(Track 2 only) Demo day and/or final cohort deliverables. Evidence of fellowship stipend payments to date.	—	25%

To receive funds associated with each reporting period, an invoice, expenditure form, and all deliverables must be submitted according to the details of the signed contract. Payments will not be processed/distributed until MassCEC receives all documents associated with each invoice. MassCEC will provide templates for the expenditure certificate, metrics reports, and progress reports.

IX. 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 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 awarded applicant(s) will execute a contract, substantially in the form of the template agreement attached hereto as Attachment 4 which will set forth the respective roles and responsibilities of the parties.

ATTACHMENT 1: AUTHORIZED APPLICANT'S SIGNATURE AND ACCEPTANCE FORM

FY26 Innovation Ecosystem Program (the "RFP")

The undersigned is a duly authorized representative of the Applicant named below. 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 Massachusetts Clean Energy Technology Center ("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 MassCEC that shall set forth the terms and conditions, together the respective roles and responsibilities of the Applicant, and each member of its team, and MassCEC, 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 4: SAMPLE AGREEMENT

GRANT AGREEMENT

This Grant Agreement (the “Agreement”), effective as of [Date – Month DD, YYYY] (the “Effective Date”), is by and between the **Massachusetts Clean Energy Technology Center** (“MassCEC”), an independent public instrumentality of the Commonwealth of Massachusetts (the “Commonwealth”) with a principal office and place of business at 294 Washington Street, Suite 1150, Boston, MA 02108, and [Grantee Name], a [include brief description i.e. “a Massachusetts corporation/limited liability company/nonprofit organization”] 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, [provide an introduction to the Agreement, why it is being entered into, provide facts about the relationship and goals of the parties, the nature of the contract, and mention other related transactional documents];

WHEREAS, [clearly define the project (“Project”) as that term is used below]; and

WHEREAS, [use as many clauses as necessary];

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:

1. Performance of the Work

- a. Grantee shall complete the Project and provide the deliverables (the “Deliverables”) described in the Scope of Work set forth in Attachment 1 (the “Scope of Work”).
- b. Grantee is solely responsible for all Project decisions, the preparation of all plans and specifications, and completing the Project in accordance with the Scope of Work.
- c. Grantee is solely responsible for selecting and entering into written 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.
- d. Grantee acknowledges that MassCEC has no responsibility for management of the Project, including obtaining any local, state, and federal permits, as applicable.
- e. Grantee shall be responsible for completing all required steps to receive funding from any other entity besides MassCEC, as applicable.

2. 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 this Agreement or extended by mutual agreement between the Parties through an amendment to this Agreement.

3. Grant Amount; Payment; Rescission

- a. *Grant Amount.* In consideration of the 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 (\$numerical amount) (the “Grant”). The Parties acknowledge and agree that this is a maximum authorization. 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. Grantee acknowledges and agrees that receipt of this Grant, or any portion of this Grant, does not create any right of preference to receive subsequent funding from MassCEC. In no event shall the Grant exceed the amount specified in this section.
- b. *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 [IF APPLICABLE: Cost Share and] Expenditure Certification (Attachment 2). Grantee shall submit invoices by email to MassCEC’s Project Managers listed in this Agreement and a copy to ap@masscec.com. Grantee shall enroll in MassCEC’s Automated Clearinghouse (“ACH”) system to receive payment by completing the ACH enrollment form attached to this Agreement in Attachment 3 and submitting it to ap@masscec.com at or before the submission of their first invoice. 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.
- c. *Rescission.* If Grantee materially breaches any term of the Agreement, in addition to the ability to terminate as set forth elsewhere in this Agreement, 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.

4. Project Managers

- a. 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”).

For MassCEC:

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

For Grantee:

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

b. Grantee shall obtain prior written approval from MassCEC to make any change to its Project Manager(s). Upon approval by MassCEC, Grantee shall provide MassCEC with all updated contact information for its Project Manager(s). Grantee shall promptly notify MassCEC of any other changes to its Project Manager(s) contract information. 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. Grantee represents and warrants that its Project Manager is authorized to communicate with MassCEC on behalf of Grantee.

5. Notice

Any notice pursuant to this Agreement shall be in writing and shall be sent to the designated Project Manager(s) listed herein either by (i) email or other electronic transmission, (ii) courier, or (iii) first class mail, postage prepaid, addressed to the Project Manager(s) at the address indicated herein 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.

6. Publicity; Use of Name and Work Product

a. 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 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.

b. 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's completion, and to use the information in such materials contained to produce summaries, case studies, or similar information resources.

7. Other Requirements

a. *Program Evaluation.* Grantee agrees to support MassCEC’s program 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 program evaluation or case study development.

b. *Grant Administration.* Grantee shall use the Grant funds only for the activities described in the approved Scope of Work. 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 risk and upon its own credit and expense. Grantee shall not incur any costs to be charged against Grant funds prior to the Effective Date.

d. [Include (d) and (e) together if applicable.] *Cost Share.* Grantee agrees to meet and maintain a minimum [number written out] percent ([number]%) cost share for the Project ("Cost Share"). Grantee's Cost Share for the full Grant amount is [write out amount] Dollars (\$numerical amount). MassCEC and Grantee will share in any cost savings that result from Project expenses that are less than the amount identified in the Project Budget by maintaining the minimum Cost Share. [NOTE: THIS SECTION MAY BE UPDATED BASED ON PROGAM NEEDS. Grantee agrees and acknowledges that its Cost Share may be cash, documented grants from other parties (such as other state or federal agencies or charitable organizations), or a combination thereof, but that consultants or subcontractors performing work on the Project shall not provide any of the Cost Share.]

e. [Only include if including (d)] *Allowable Expenses.* Grantee's costs uniquely associated with the Project and incurred directly in the completion of Milestones set forth in the Scope of Work 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 (either by Grantee or by subcontractors to Grantee), Grantee's own labor, or general purpose facilities, equipment, materials, or software.

8. Termination

a. 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) (Rescission).

b. 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.

c. In the event the Scope of Work contains a "Go/No-Go" decision, MassCEC may terminate this Agreement at the applicable decision point in its sole discretion and in accordance with any metrics, milestones, or criteria indicated in the Scope of Work, at which point Grantee shall not submit any additional invoices to MassCEC.

d. Except as otherwise provided in the Agreement, termination or expiration of this Agreement shall not affect the rights and obligations of each Party under any provision of

this Agreement which by its nature would be intended to survive any such termination or expiration, which shall include the following Sections: 5 (Notice), 6 (Publicity; Use of Name and Work Product), 7(b) (Grant Administration), 8 (Termination), 10 (Use and Access), 11 (Audit), 14 (Indemnification), 15 (Public Records and CTHRU), 18 (Lobbying), 19 (Choice of Law and Forum; Arbitration; Equitable Relief), 21 (Severability), 22 (Amendments and Waivers), 24 (Independent Status), 26 (Headings; Interpretation), and 27 (Binding Effect; Entire Agreement).

9. 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 tax 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.

10. Access and Use

Grantee agrees to license or otherwise make available to MassCEC in perpetuity, without charge, Grantee's interest in and copyright (if any) to all materials prepared and produced in relation to the Project or embedded in or essential to the use of the Deliverables, 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. Any and all inventions that are conceived of, or first reduced to use, by Grantee prior to or 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.

11. Audit

At any time prior to the completion of the Project and as otherwise provided in this section, MassCEC shall 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 used for purposes not permitted under the Agreement (a "Nonconformance Event"), then Grantee shall refund to MassCEC the amount determined to have been improperly used within thirty (30) days of Grantee's receipt of a demand from MassCEC. In the event such audit reveals a Nonconformance Event, MassCEC shall be entitled to immediately terminate this Agreement and discontinue disbursing Grant Installments to Grantee from the date the audit is completed, subject to any limitations set forth by Section 8 (Termination). Grantee shall maintain books, records, and other compilations of data pertaining to the funds paid pursuant to this Agreement to the extent and in such detail as to 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 (during business hours) and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of Grantee which pertain to the provisions and requirements of this Agreement. Such access may include on-site audits, review, and copying of records.

12. Assignment and Subcontracting

Grantee shall not assign or in any way transfer any interest in Grant funds without the prior written consent of MassCEC, nor shall Grantee subcontract any of its obligations hereunder without the prior written consent of MassCEC. Any subcontract entered into by Grantee pursuant to this Section 12 shall not relieve Grantee from any of its obligations pursuant to this Agreement, any act or omission by a subcontractor of Grantee shall be deemed an act or omission by Grantee, and Grantee shall be responsible for each of its subcontractors complying with all obligations of Grantee pursuant to this Agreement.

13. 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.

14. 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; (ii) any negligent acts or omissions or reckless misconduct of Grantee, its officers, directors, employees, agents, subcontractors, or assigns; and (iii) the failure to comply with applicable law or regulation by Grantee or any of its agents, officers, directors, employees, subcontractors, or assigns.
- 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 officers’, directors’, employees’,

agents', subcontractors' or assigns' performance of the Project under this Agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise.

c. *[Note: this or similar language to be included where applicable consultant roles are part of the program]* The Parties acknowledge that the Technical Consultant (as defined in the Scope of Work) is an independent contractor, and 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 associated with the Technical Consultant's actions, omissions, negligence, or misconduct in relation to the Project. Further, 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 actions, omissions, negligence, or misconduct in relation to the Project.

15. 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 (the "Public Records Law"). Grantee acknowledges and agrees that any documentary material, data, or other information submitted to MassCEC are presumed to be public records subject to disclosure. An exemption to the Public Records Law may apply to certain records, such as materials that fall under certain statutory or common law exemptions, including the limited exemption set forth in M.G.L. c. 23J, Section 2(k) regarding certain types of confidential information submitted to MassCEC by an applicant for any form of assistance. Grantee shall be solely responsible for informing MassCEC in advance of any information it plans to submit to MassCEC that it considers exempt from the Public Records Law. Notwithstanding the foregoing, Grantee acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any document, material, data, or other information is exempt from or subject to public disclosure. Grantee shall not send MassCEC any confidential or sensitive information that may be subject to public disclosure.

Grantee agrees and acknowledges that MassCEC shall have the right to disclose the name and address 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.

16. 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.

17. Conflict of Interest

The Grantee represents that to its knowledge none of its officers, directors, employees, agents, contractors, managers or other representatives have or will have a personal financial interest in the Grant awarded under this Agreement. Grantee acknowledges that MassCEC employees are subject to the Massachusetts Conflict of Interest statute, M.G.L. c. 268A. Grantee agrees to notify MassCEC in the event that Grantee becomes aware of any real or perceived conflict of interest with respect to this Agreement.

18. 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 Commonwealth’s Lobbying Law, codified at M.G.L. c. 3, Section 39.

19. Choice of Law and Forum; Arbitration; Equitable Relief

- 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 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.
- b. 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.

20. Registration

Grantee represents and warrants that Grantee is or will become registered and maintain good standing with the Secretary of State’s Office of the Commonwealth of Massachusetts for the duration of the Term.

21. 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.

22. Amendments and Waiver

MassCEC may amend this Agreement without any action by Grantee to the extent that such amendment is necessary to reflect changes in law, regulation, or public policy that apply to MassCEC or the Project. MassCEC shall promptly deliver any such amendment to Grantee in the manner provided in the Notice provision hereof. Except for amendments required to comply with law or regulation, 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.

23. 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.

24. 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 officers, directors, employees, agents, or assigns.

25. 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.

26. Headings; Interpretation

The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. 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.

27. 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 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:

- a. Attachment 1—Scope of Work
- b. Attachment 2 – [Cost Share and Expenditure Certification] OR [Expenditure Certification]
- c. Attachment 3 – ACH Enrollment Form

[Remainder of Page Intentionally Blank]

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

SCOPE OF WORK: Project Plan, Deliverables, and Schedule

I. Project Plan [provide a description of the project]

II. Payment Terms [describe payment terms and the invoicing process. Make sure this section is consistent with the terms of Section 3]

III. Schedule and Deliverables

EXAMPLE TABLE

Task Number	Task Description	Milestone/Deliverable	Completion Date	Payment Amount
1				
2				
3				
	TOTAL			\$

MassCEC shall have the right at its sole discretion to allow for additional time for the completion of Milestones/Deliverables 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.

Attachment 2— [IF APPLICABLE: 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	
Milestone # and Name	
Grant Installment Amount Requested	
MassCEC Contract Reference Number	
IF APPLICABLE: Grantee Cost Share Amount for Milestone	[DELETE THESE 4 CELLS IF NO COST SHARE]
IF APPLICABLE: 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 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; and
3. Grantee has used and/or will use all Grant funds for the Project.

By: _____
(Signature of Authorized Representative)

Name _____

Title _____

Date _____

Attachment 3 – ACH Enrollment Form
Please submit completed form to AP@masscec.com

Part I: Reason for Submission		
☐ New Enrollment	☐ Change Enrollment	☐ Cancel Enrollment
Document Included		
☐ Voided Check	☐ Bank Letter	

Part II: Account Holder Information
Account Holder Legal Name
dba Name
Legal Address
Number, Street, Apartment/Suite Number
City, State, Zip Code
Account Holder Tax Identification Number
Employer Identification Number (EIN) Social Security Number (SSN)

Part III: Financial Institution Information		
Financial Institution Name		
Routing Number	Account Number	Account Type ☐ Checking ☐ Savings
If this is an Enrollment Modification, you must include your old financial institution information or your request will be returned.		
Old Financial Institution Name		
Old Routing Number	Old Account Number	Old Account Type ☐ Checking ☐ Savings

Part IV: Vendor/Customer Information	
This is the person we will contact for any questions regarding this ACH Authorization	
Contact Person's Name	Contact Person's Title
Contact Person's Phone	Contact Person's Email

Part V: Authorization By signing below, I hereby certify that the account(s) indicated on this form is under my direct control and access; therefore, I authorize the Massachusetts Clean Energy Center to initiate, change, or cancel credit entries to the account(s) as indicated on this form. For ACH debits consistent with the International ACH Transaction (IAT) rules check one: ☐ I affirm that payments authorized by this agreement are not to an account that is subject to being transferred to a foreign bank account

☐ I affirm that payments authorized by this agreement are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Massachusetts Clean Energy Center has received written notification from either me or an authorized officer of the organization of the account's termination in such time and in such a manner as to afford MCEC a reasonable opportunity to act upon it.

Account Holder Authorized Signature	Print Name
Title	Date

SAMPLE