



Massachusetts Clean Energy Center

Request for Proposals:
Climatetech Testing and Demonstration Assets Program
RFP FY2026 TDA

Date of Issue: Tues. July 22, 2025
Amended: Tues. September 9, 2025 (edits noted in purple)

Concept Papers Due: Fri. September 12, 2025 by 5:00 PM ET
Full Applications Due: Fri. November 14, 2025 by 5:00 PM ET

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 Climatetech Testing and Demonstration Assets Program (“TDA” or “Program” or “TDA Program”).

TDA provides capital grants between \$1.5M and \$5M to ESOs in Massachusetts to develop shared infrastructure, equipment, and other capital assets that advance Climatetech research and development, innovation, manufacturing, commercialization, and deployment in the state.

The Program focuses on bridging gaps in the state’s climatetech ecosystem—from testing and demonstration capacity to market access—to improve the rate of commercialization, ensure long-term economic growth, and strengthen Massachusetts’ position as a leader in Climatetech innovation.

Each organization may receive only one grant per funding round, and all assets funded through the Program must have a minimum useful life of 10 years. Grantees are required to complete capital projects within 1 – 3 years and must provide a minimum cost share equal to 25% of the requested grant amount. Costs for all budget items must be incurred after the execution of a grant agreement with MassCEC. Example projects include, but are not limited to:

- Constructing pilot or demonstration infrastructure for real-world testing;
- Installing specialized equipment or fabrication facilities;
- Upgrading shared lab or maker space;
- Building shared digital infrastructure.

Capital labor and fringe, as well as operating expenses such as rent, staff salaries, legal fees, and programming expenses are not eligible for funding under this Program.

To be eligible for a grant, ESOs must be nonprofit entities, public agencies, and/or public or nonprofit universities legally organized in Massachusetts. These organizations must have been operating for at least five (5) years and provide services that support climate technology development and commercialization, as well as support entrepreneurs in launching and growing their businesses. 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:

- Incubators
- Innovation Centers
- Educational Institutions
- Entrepreneur Networks and Associations
- Economic Development Organization

The application process for TDA grants is administered in two competitive phases: a Concept Paper and a Full Application. Applicants must clearly demonstrate alignment with program goals and the ability to deploy capital effectively and within a reasonable timeframe. Grants shall be awarded in a manner that promotes geographic, social, and economically equitable outcomes.

Relevant Attachments to this RFP include:

- Attachment 1 – Authorized Applicant’s Signature and Acceptance Form
- Attachment 2 – Concept Paper Template
- Attachment 3 – Budget Worksheet Template
- Attachment 4 – Full Application Outline
- Attachment 5 – Sample Agreement
- Attachment 6 – Progress Metrics Template

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 Climatetech Testing and Demonstration Assets (“TDA”) Program is an economic development initiative aimed at strengthening the Climatetech innovation ecosystem across Massachusetts. Established under the Commonwealth’s economic development legislation, the

Mass Leads Act (2024)¹, the program aligns with the goals of the *Massachusetts Climatetech Economic Development Strategy and Implementation Plan* (2025)², developed jointly by MassCEC and the Executive Office of Economic Development.

TDA provides capital grants between \$1.5M and \$5M to ESOs in Massachusetts to develop shared infrastructure, equipment, and other capital assets that advance Climatetech research and development, innovation, manufacturing, commercialization, and deployment in the state.

Grants awarded through TDA will fund the construction, improvement, or expansion of critical physical assets—such as testing and demonstration infrastructure, specialized equipment, shared lab or maker space, and related capital investments—that directly benefit Climatetech startups and innovators. To be eligible, ESOs must demonstrate strong alignment with the goals of the program and the capacity to execute capital projects. Each organization may receive only one grant per funding round.

PROGRAM GOALS

1. **Address Climate and Energy Challenges:** address key climate and energy challenges while accelerating the growth of Massachusetts' Climatetech economy.
2. **Advance Technology Commercialization:** promote commercialization of early-stage climate technologies through shared access to shared prototyping, testing, and demonstration facilities.
3. **Expand Infrastructure Access:** broaden available infrastructure and resources for early-stage Climatetech companies. All infrastructure funded through the Program must have a minimum useful life of 10 years.
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 Cities³ or Environmental Justice⁴ communities or an underserved geographic region (i.e., such as Western Massachusetts or Cape Cod), broaden access to Climatetech careers, and foster inclusive 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, and a connected innovation ecosystem, all while delivering cost benefits and ratepayer savings to Massachusetts customers.

¹ <https://malegislature.gov/Laws/SessionLaws/Acts/2024/Chapter238>

² https://www.masscec.com/sites/default/files/documents/Massachusetts_Climatetech_EconDev_Strategy_2025.pdf

³ <https://www.mass.gov/doc/gatewaycitiesdocx/download>

⁴ <https://www.mass.gov/info-details/environmental-justice-populations-in-massachusetts#interactive-map->

FOCUS AREAS & PRIORITIES

While TDA will consider any project that supports climate technology development that meets MassCEC’s definition of “Climatetech” (see Section IV), particular emphases will be given to ESOs whose projects 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 global emissions reductions needed to reach net-zero by 2050 will depend on technologies that are not yet commercialized⁵. Bridging this gap will require significant investment in the infrastructure needed to accelerate innovation, testing, and market adoption.

In response to the environmental, social, and economic risks posed by climate change, Massachusetts has enacted laws and advanced policies requiring greenhouse gas (GHG) emissions to reach net-zero by 2050. The state’s *Clean Energy and Climate Plan for 2050*⁶ outlines strategies to decarbonize specific sectors—such as power, buildings, and transportation—while supporting workforce development and ensuring an equitable economic transition.

To advance this transition, the Commonwealth established economic development legislation, the *Mass Leads Act* (2024)⁷, which established support mechanisms like MassCEC’s Climatetech Testing and Demonstration Assets Program.

⁵https://www.masscec.com/sites/default/files/documents/Massachusetts_Climatetech_EconDev_Strategy_2025.pdf

⁶ <https://www.mass.gov/info-details/massachusetts-clean-energy-and-climate-plan-for-2050>

⁷ <https://malegislature.gov/Laws/SessionLaws/Acts/2024/Chapter238>

The *Massachusetts Climatetech Economic Development Strategy and Implementation Plan (2025)*⁸ identifies shared testing and demonstration assets as critical enablers for scaling innovation. One of the plan’s core strategies is to invest in these assets to accelerate emerging climate technologies and attract Climatetech firms to the Commonwealth.

TDA directly supports this goal by providing Entrepreneur Support Organizations (ESOs) with the capital needed to build and upgrade shared infrastructure that boosts technology readiness and drives commercialization—helping ensure long-term economic growth and position Massachusetts as an international leader in Climatetech Innovation.

IV. ELIGIBILITY

ORGANIZATIONAL ELIGIBILITY

Eligible Applicants include Entrepreneur Support Organizations (ESOs) that meet the following criteria:

1. Be registered to conduct business and operate a physical location in Massachusetts.
2. Be legally organized as one of the following:
 - a. Nonprofit entity
 - b. Public Agency
 - c. Public or Nonprofit University
3. Have been in continuous operation for at least five (5) years (i.e., established on or before July 1, 2020).
4. Have a sustainable organization model supported by a credible business plan and sustainable, long-term funding from multiple sources.
5. Have an experienced and capable management team.
6. 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.
7. Support climate technology development and commercialization in Massachusetts through facilities, programs, and/or services.
8. Demonstrate a track record of effectively stimulating Climatetech research and development, innovation, and commercialization. (Such as successful technology development, well-managed facilities, and/or strong startup outcomes.)

⁸https://www.masscec.com/sites/default/files/documents/Massachusetts_Climatetech_EconDev_Strategy_2025.pdf

COST SHARE REQUIREMENT

Each Applicant must commit a minimum of 25% cost share of total grant requested from MassCEC. Cost share may be:

- Cash contributions. This must be 20% of total grant requested from MassCEC (e.g., capital reserves, third-party grants, corporate sponsorship).
- In-kind contributions. This can be no more than 5% of the total grant requested from MassCEC (e.g., donated equipment, volunteer professional services, discounted contractor rates).

See Section IX for the complete Cost Share requirements. Applicants that have succeeded in attracting significant additional funds raised for the proposed project will benefit during the review process.

PROJECT REQUIREMENTS

- Each organization may receive only one grant per funding round.
- All infrastructure funded through the Program must have a minimum useful life of 10 years.
- Costs for all budget items for the project must be incurred after the execution of a grant agreement with MassCEC.
- Grantees are expected to complete their capital projects within 1-3 years of the execution of a grant agreement with MassCEC.

CLIMATETECH DEFINITION

For the purposes of this RFP, the term “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) 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 [Chapter 179 of the Acts of 2022 “An Act Driving Clean Energy and Offshore Wind”](#) and as further amendment 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.

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 TDA website (<https://www.masscec.com/program/climatetech-testing-and-demonstration-assets>) frequently for updates to the schedule.

Process Step	Date
RFP Release	Tuesday July 22, 2025
Informational Webinar	Tuesday August 5, 2025 at 12 PM ET
Questions Due	Tuesday August 12, 2025, by 5:00 PM ET
Questions and Answers posted to MassCEC’s Website	Tuesday August 19, 2025
Concept Papers Due	Friday September 12, 2025, by 5:00 PM ET
Invitation to Submit Full Application	Tuesday October 14, 2025
Full Application Due	Friday November 14, 2025, by 5:00 PM ET
Notification of Awards	Est. Spring 2026
Contracting Concludes/Projects Begin	Est. early Summer 2026

INFORMATIONAL WEBINAR

An informational webinar will be held on Tuesday August 5, 2025 at 12 PM ET. To register, please sign up using this registration link on MassCEC's TDA website:

<https://www.masscec.com/program/climatetech-testing-and-demonstration-assets> .

MassCEC will post summary responses to procedural questions and issues addressed during the webinar to the TDA 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 TDA FY26." All questions must be received by 5:00 PM ET on Tuesday August 12, 2025.

Responses to all questions received will be posted on or before Tuesday August 19, 2025 to MassCEC's TDA website: <https://www.masscec.com/program/climatetech-testing-and-demonstration-assets>.

VII. HOW TO APPLY

The application process for TDA grants is administered in two phases. Applicants will first submit a concise concept paper that outlines their proposed initiative and its potential to advance Climatetech innovation, commercialization, and deployment in Massachusetts ("Concept Paper/s"). Finalists will be invited to submit a Full Application to expand upon details of their proposed project ("Full Application").

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.

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

SUBMISSION INSTRUCTIONS

Concept Paper Submission

All Concept Papers must be submitted electronically to innovationecoystem@masscec.com by Friday September 12, 2025, at 5:00 PM ET. Please include the RFP number “RFP FY2026 TDA” 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. **W-9 Form** (official [IRS form](#))
4. **Budget Worksheet.** Use the pre-formatted template (Attachment 3)
5. **ESO’s Previous Full Fiscal or Calendar Year Financial Statements.** Must include 1 full year of information, 2024 or later.
6. **Resumes/CVs.** From key personnel at the ESO (i.e., those personnel directly leading the infrastructure project and/or interacting with the innovators).
7. **Letters of Commitment or Support.** From cost-share funding sources and key stakeholders.

Full Applications

Following review of Concept Papers, MassCEC will invite selected finalists to submit a Full Application by Tuesday October 14, 2025. Finalists will expand on their Concept Paper by providing detailed plans, budgets, and evidence of collaboration with key partners.

All Full Applications must be submitted electronically to innovationecosystem@masscec.com by Friday November 14, 2025, at 5:00 PM ET. Please include the RFP number “RFP FY2026 TDA” in the email’s subject line. Full applications must include:

1. **Full Application.** Use the outline as guidance (Attachment 4)
2. **Authorized Applicant’s Signature and Acceptance Form** (Attachment 1)
3. **Updated Budget Worksheet.** Update the Budget Worksheet submitted with your Concept Paper, or use the pre-formatted template (Attachment 3)
4. **Resume/CVs.** From key personnel at the ESO listed in the Application. (i.e., those personnel directly leading the infrastructure project and/or interacting with the innovators)
5. **Letters of Commitment.** From cost-share funding sources
6. **Letters of Support.** From other key stakeholders (optional)
7. **Sample Agreement.** Applicants are required to redline/mark up the Sample Agreement and submit a revised copy with its Full Application. Please review Section XI for additional contracting terms. (Attachment 5)

DIVERSITY SELF-ASSESSMENT

Optionally, Applicants are encouraged to complete the [30-second self-assessment](#) as part of the Certification Program for the [Supplier Diversity Office of Massachusetts](#) (SDO).

MassCEC is interested in understanding the composition of its Applicant and awardee pool in the Program. Applicants who choose to complete the SDO self-assessment tool are encouraged to provide a screenshot or print out of the results page with their application packages to support MassCEC's effort to collect data regarding the Applicant and awardee pool for the Program. While this is not currently a Program requirement, Applicant submission of the SDO questionnaire will help MassCEC better understand the composition of our Applicant base today and may influence program design in the future.

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 to promote the equitable distribution of the health and economic benefits of Climatetech and support a diverse and inclusive Climatetech industry. MassCEC strives to lead and innovate in equitable Climatetech and climate solutions.

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.

VIII. SELECTION CRITERIA

MassCEC aspires to identify and support the highest-value opportunities to strengthen the chances of success for Climatetech research and development and 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, which will include a more detailed plan and budget. 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 will be evaluated based on criteria that include, but are not limited to:

Selection Criteria 100 points total	Details
Relevance and Alignment 10 points	• Alignment with the grant’s objectives to enhance the conditions for Climatetech startup and researcher success. • Geographic composition of academic researchers, or member and alumni startups. MA-based startups should represent half of the ESO’s membership/usage at any given time.
Articulation of Need 10 points	• Clarity in identifying specific infrastructure, resource, or equipment gaps that hinder Climatetech research and startup growth. • Justification for the proposed project based on industry trends, startup or research needs, and market demands.
ESO Programming 10 points	• Appropriateness of the target market and program components such as curriculum, workshops, mentorship, and networking opportunities. • Relevant and valuable resources. • Methods for evaluating progress of participants/users. • Innovation and creativity in program design and delivery.
Project Feasibility and Infrastructure Development Plan 20 points	• Coherence and feasibility of the proposed infrastructure plan, including implementation strategies, key milestones, and projected Climatetech outcomes. • Long-term viability and sustainability of the infrastructure, including plans for maintenance, future funding, and continued relevance in the Climatetech ecosystem.

Financial Overview and Scope of Work 20 points	• Completeness and realism of the project's cost and requested budget. • Clear and practical project timeline, including critical milestones. • Demonstrated cash or in-kind match commitments (at least 25% cost share is required). • The longevity and sustainability of the proposed project. All infrastructure supported by this program should be designed for a minimum useful life of 10 years.
Anticipated Impact 20 points	• Potential for significant and measurable impact on the acceleration of Climatetech research and development, innovation, manufacturing, commercialization, and deployment of climatetech technologies in Massachusetts. • Expected outcomes and benefits to the Climatetech industry and Massachusetts Climatetech innovation economy, all while delivering cost benefits and ratepayer savings to Massachusetts customers. • Commitment to advancing equitable economic growth by serving Gateway Cities⁹ (GC) or Environmental Justice¹⁰ 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. • Plan to attract and retain new Climatetech innovators and startups into the Massachusetts ecosystem.
Evidence of Success and Staff Qualifications 10 points	• Demonstrated track record and capabilities of key project leaders in managing and implementing similar projects and programs. • Evidence of ESO programming success, including startup outcomes, growth metrics, and ecosystem contributions.

The order of these factors does not generally denote relative importance. The goal of this RFP is to select and enter into an Agreement with the Applicant that will closely align with MassCEC's goals in the publication of this RFP. MassCEC reserves the right to consider such other relevant factors as it deems appropriate.

⁹ <https://www.mass.gov/doc/gatewaycitiesdocx/download>

¹⁰ <https://www.mass.gov/info-details/environmental-justice-populations-in-massachusetts#interactive-map->

MassCEC shall evaluate each Application that is properly submitted. As part of the selection process, MassCEC may invite finalists to answer questions regarding their Application. In its sole discretion, MassCEC may also choose to enter a negotiation period with one or more finalist Applicant(s) and then ask the Applicant(s) to submit additional information.

IX. BUDGET

The TDA Program provides capital grants between \$1.5M and \$5M per project and per organization (i.e., each organization may receive only one grant per funding round).

MassCEC will disburse funds on a reimbursement basis in accordance with the budget, payment terms, schedules, and other terms and conditions established in the Grant Agreement and Statement of Work. Among other conditions, funding for awards under TDA is subject to approval from the Massachusetts Executive Office of Economic Development (EOED) for this fiscal year and no awards shall be made until such funding is approved.

Grant funds to be provided by MassCEC must be used for funding capital projects that are an integral part of the overall project or initiative being undertaken by the Applicant. As part of their Concept Papers and Full Applications, Applicants must submit the budget (Attachment 3) for their overall collaborative project, including operating expenses, capital expenses, and the portions of the project not funded by the MassCEC. In that overall budget, Applicants should specify which portions of the expenditures are proposed to be funded by MassCEC.

ELIGIBLE BUDGET ITEMS

Any capital 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 a capital expenditure under Generally Accepted Accounting Principles ("GAAP").

Examples of such capital expenditure could include expenditures for the purchase of equipment, the acquisition of land with existing facilities, construction of new buildings, and the renovation of existing buildings.

In addition, budget items must be:

- Uniquely associated with the proposed project;
- Justified as to why it is a necessary and reasonable part of the project;
- May be used or new; and
- Incurred after the execution of a grant agreement with MassCEC.

Capital labor and fringe of staff engaged in managing capital projects do not qualify as an allowable expenditure under this program. Salaries of individuals engaged in operations, as well

as other non-personnel operating costs, are not capital expenditures. It is MassCEC's policy not to compensate for general administration, overhead, or general-purpose expenses including general purpose materials or facilities.

Applicants are encouraged to consider MassCEC's [Clean Energy Internship Program](#) to find additional team members.

COST-SHARE REQUIREMENT

A requirement for grant awards will be additional, companion expenditures of awards by the Federal Government, State Government, universities, nonprofits, foundations, or corporations that equal no less than twenty-five percent (25%) of the grant amount requested.

At least twenty percent (20%) of Grantees' required cost-share must consist of cash contributions as defined below. However, applications may include additional cost share of any kind (cash or in kind) over and above the minimum requirement.

Cash cost share is an actual cash payment made by the ESO Applicant for costs incurred and paid for during the project. Cash cost share sources include cash contributed by the ESO Applicant, documented grants from other parties (such as other state or federal agencies or charitable organizations), or contributions of equipment, materials, or subcontractor labor. Examples of cash cost share payments for the purposes of this RFP include, but are not limited to:

- Personnel costs;
- Supply and equipment costs; and
- Indirect costs, or other costs.

All cost-share must be used directly for the project during the Grantee's contract period. In-kind cost share may include direct labor of ESO or partner members at reasonable rates as well as services and materials used for the project.

X. CONTACT INFORMATION FOR QUESTIONS

All questions regarding the Climatetech Testing and Demonstration Assets Program and this RFP should be directed to: innovationecosystem@masscec.com.

XI. CONTRACT REQUIREMENTS

Once MassCEC notifies the Applicant that it was selected to receive a MassCEC grant (“Grantee”), MassCEC and the Grantee will execute a contract, substantially in the form of the Sample Agreement in Attachment 5, which will set forth the respective roles and responsibilities of the parties. Applicants are required to mark up the Sample Agreement (Attachment 5) and submit a redlined version along with their Full Application to MassCEC. Applicants shall understand that it will be expected to adhere to the Sample Agreement with minimal edits to its terms and conditions.

Within 30 days after the execution of a Grant Agreement, the Grantee and MassCEC will mutually schedule a launch meeting to review the activities to be conducted under the Agreement, schedule, and reporting requirements. All Grantees will be required to provide the following minimum deliverables to MassCEC:

- Quarterly project status reports;
- Quarterly invoices and supporting financial reports for costs incurred and match recognized;
- Final evaluation report summarizing cumulative impacts and lessons learned, including the resulting economic activities and their related impacts; and
- Progress Metrics and Post Project Metrics reports to demonstrate project outcomes, including the resulting economic activities and their related impacts.

All Grantees will be required to report on metrics during the project (“Progress Metrics” or Attachment 6)¹¹ as part of its reporting requirements, as well as annually for a minimum of five-years (5) after the final report has been submitted (“Post Project Metrics”).

MassCEC will work with Grantees to establish additional metrics in order to evaluate the success of the project. Grantees may occasionally be required to host project site visits by MassCEC staff and contractors and participate in interviews by MassCEC or its designees for purposes of monitoring and evaluation.

XII. 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, and

¹¹ The Progress Metrics template is subject to change but shared now as a guide

Applicant acknowledges 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. Applicants shall not send MassCEC any confidential or sensitive information in response to this RFP. All information submitted as part of the application 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 its 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.



**MassCEC's FY26 Climatetech Testing and Demonstration Assets Program
Attachment 1 — Authorized Applicant's Signature and Acceptance Form**

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: _____

MassCEC's FY26 Climatetech Testing and Demonstration Assets Program
Attachment 2 — Concept Paper Template

The Climatetech Testing and Demonstration Assets (“TDA” or “Program”) provides capital grants between \$1.5M and \$5M to Entrepreneur Support Organizations (“ESOs”) in Massachusetts to develop shared infrastructure, equipment, and other capital assets that advance Climatetech research and development, innovation, manufacturing, commercialization, and deployment in the state.

For the purposes of this Concept Paper form, the terms “Climatetech” and “Climatetech Startups” follow the definitions provided in Section IV of the Request for Proposal (“RFP”). Please refer to the RFP for full program details and Applicant eligibility requirements.

CONCEPT PAPER REQUIREMENTS

Please complete the following Concept Paper template and submit it with the required attachments to innovationecosystem@masscec.com by Friday September 12, 2025, at 5:00 PM ET. Please include the RFP number “RFP FY2026 TDA” in the email’s subject line. In addition:

- Limit your concept paper to a maximum of eleven (11) pages, using at least 11-point font and 1-inch margins. Submissions longer than eleven (11) pages will be ineligible.
- The word limits in dark blue are provided as guidelines, not strict requirements.
- The Concept Paper and required attachments must be sent as one PDF (the Budget Worksheet can be sent separately as an Excel spreadsheet).

Concept Papers will be reviewed in detail by MassCEC and external industry specialists, if necessary. Applicants may subsequently be invited to submit a full application by Tuesday October 14, 2025.

Selection Criteria for the Concept Paper can be found in Section VIII of the RFP.

REQUIRED ATTACHMENTS

1. **Concept Paper** (this form, Attachment 2)
2. **Authorized Applicant’s Signature and Acceptance Form** (Attachment 1)
3. **W-9 Form** (official [IRS form](#))
4. **Budget Worksheet.** Use the pre-formatted template (Attachment 3)
5. **ESO’s Previous Fiscal or Calendar Year Financial Statements.** Must include 1 full year of information, 2024 or later.
6. **Resumes/CVs.** From key personnel at the ESO (i.e., those personnel directly leading the infrastructure project and/or interacting with the innovators)
7. **Letters of Commitment or Support.** From cost-share funding sources and key stakeholders.

Please delete this page prior to submission.

MassCEC's FY26 Climatetech Testing and Demonstration Assets Program
Attachment 2 — Concept Paper Template

Section 1: Point of Contact	
1. Point of Contact	
2. Email Address	
3. Position	

Section 2: Project Overview	
4. Project Name	
5. Funding Request Amount Between \$1.5M and \$5M	
6. Project Summary Provide a brief description of the project. Identify who the project will support and provide a high-level description of how the funds will be utilized. <i>Up to 100 words.</i>	

Section 3: Organizational Information	
7. Legal Business Name	
8. Business Entity Write in all that apply.	Nonprofit, Public Agency, Public or Nonprofit University
9. Business Address	
10. Website URL	
11. Date Founded (MM/DD/YYYY) Must have been operating for at least five (5) years. Established on or before July 1, 2020.	
12. Organization Summary Please provide a <i>120-character</i> summary of your organization.	

MassCEC's FY26 Climatetech Testing and Demonstration Assets Program
Attachment 2 — Concept Paper Template

13. Organization Type Write in all that apply.	Incubator, Innovation Center, Educational Institution, Entrepreneur Network and Association, Economic Development Organization, Other.
14. (If applicable) Number of current academic researchers in your ESO	
15. (If applicable) Number of current Massachusetts-based climatetech academic researchers in your ESO.	
16. (If applicable) Number of current startup members/participants in your ESO	
17. (If applicable) Number of current climatetech startup members/participants in your ESO	
18. (If applicable) Number of current Massachusetts-based startup members/participants in your ESO	
19. (If applicable) Number of current Massachusetts-based climatetech startup members/participants in your ESO	
20. (If applicable) Number of alumni startup members/participants in your ESO	
21. (If applicable) Number of alumni climatetech startup member/participants in your ESO	
22. (If applicable) Number of alumni Massachusetts-based startup members/participants in your ESO	
23. (If applicable) Number of alumni Massachusetts-based climatetech startup members/participants in your ESO	

Section 4: Articulation of Need

24. Identified Challenges Describe the specific challenges and	
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MassCEC's FY26 Climatetech Testing and Demonstration Assets Program
Attachment 2 — Concept Paper Template

resource gaps that currently exist for your member startups or researchers. Communicate how the proposed project directly addresses these needs. <i>Up to 100 words.</i>	
25. Industry Alignment Describe how the proposed capital project aligns with current trends and future directions in the climatetech industry. <i>Up to 100 words.</i>	

Section 5: ESO Programming	
26. Target Market Describe the target market for your ESO. What are the qualities or qualifications of startups you aim to support? <i>Up to 100 words.</i>	
27. Programming Design Describe your ESO's programming and objectives. Detail key components of your programming such as structured curriculum, mentorship, networking, and any other relevant activities. Identify all partners and their current roles in the programming implementation, if applicable. <i>Up to 300 words.</i>	
28. Resources Describe any relevant wrap-around services, technology platforms, tools, or other resources that will be made available to startups or researchers as part of your programming. <i>Up to 100 words.</i>	
29. Evaluation and Feedback Detail the methods for monitoring the progress of startups or researchers, as well as how you solicit feedback from participants, mentors, and stakeholders involved in your programming. <i>Up to 100 words.</i>	

MassCEC's FY26 Climatetech Testing and Demonstration Assets Program
Attachment 2 — Concept Paper Template

Section 6: Project Feasibility and Infrastructure Development Plan	
30. Purpose of Infrastructure Describe the capital asset(s) that you seek to fund through TDA. Clearly define the purpose of this infrastructure and why it's needed. <i>Up to 300 words.</i>	
31. Program Alignment Explain how the infrastructure will support specific activities or components of your ESOs programming. Discuss how the capital asset(s) will be made accessible to program participants and how it will enhance their experience and outcomes. <i>Up to 300 words.</i>	
32. Long-term Viability Discuss the sustainability of the infrastructure beyond the grant period. The capital assets purchased through TDA must have an eligible life up to 10 years. <i>Up to 100 words.</i>	

Section 7: Financial Overview and Scope of Work	
Please complete the Budget Worksheet (Attachment 3) thoroughly. It will assist you in accurately answering the following questions.	
33. Project Costs Specify the total amount requested for capital expenses. Provide a breakdown of capital expenditures including cost associated with the capital assets to be developed (i.e. equipment, facilities, etc.) and the labor costs directly related to the development and/or installation of the asset(s). <i>Up to 100 words.</i>	
34. Cost-share Clearly state the source and amount of cost-share equaling at least 25% of the total requested grant amount (20% of the cost share must be cash contributions. See	

MassCEC's FY26 Climatetech Testing and Demonstration Assets Program
Attachment 2 — Concept Paper Template

Section IV of the RFP for more details). Describe how these resources will contribute to the project, ensuring that the total funding (requested funds plus match funds) covers the entire project cost. Attaching Letters of Support from match sources is required. <i>Up to 100 words.</i>	
35. Scope of Work Provide a general timeline for the duration of the project. Identify specific milestones that are critical to the project's success. <i>Up to 100 words.</i>	

Section 8: Anticipated Impact

36. Project Impact and Metrics Describe the anticipated near-term and long-term impacts of the proposed projects, including specific metrics for success. Highlight how the project will promote equity and inclusion. <i>Up to 200 words.</i>	
37. Ecosystem Impact Discuss the long-term benefits of the project for the Climatetech ecosystem in Massachusetts. How will the project contribute to sustained economic growth and competitiveness? <i>Up to 200 words.</i>	

Section 9: Evidence of Success and Staff Qualifications

38. Team and Expertise Provide justification for why your organization is qualified to lead the proposed project. Identify key team members or ecosystem partners involved in the implementation of the project and describe their relevant industry experience. <i>Up to 100 words.</i>	
39. Success Metrics Provide evidence of ESO programming	

MassCEC’s FY26 Climatetech Testing and Demonstration Assets Program
Attachment 2 — Concept Paper Template

success, including startup outcomes, growth metrics, and ecosystem contributions. <i>Up to 100 words.</i>	
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**MassCEC's FY26 Climatetech Testing and Demonstration Assets Program
Attachment 3 — Budget Worksheet Template**

Please download the Budget Worksheet Template (Attachment 3) from the TDA website:
<https://www.masscec.com/program/climatetech-testing-and-demonstration-assets>.



MassCEC's FY26 Climatetech Testing and Demonstration Assets Program Attachment 4 — Full Application Outline

The Climatetech Testing and Demonstration Assets (“TDA” or “Program”) provides capital grants between \$1.5M and \$5M to Entrepreneur Support Organizations (“ESOs”) in Massachusetts to develop shared infrastructure, equipment, and other capital assets that advance Climatetech research and development, innovation, manufacturing, commercialization, and deployment in the state.

For the purposes of this Full Application outline, the terms “Climatetech” and “Climatetech Startups” follow the definitions provided in Section IV of the Request for Proposal (“RFP”). Please refer to the RFP for full program details and Applicant eligibility requirements.

APPLICATION REQUIREMENTS

Following review of Concept Papers, MassCEC will invite selected finalists to submit a Full Application by Tuesday October 14, 2025. Finalists will expand on their Concept Paper by providing detailed plans, budgets, and evidence of collaboration with key partners. The outline on the following pages presents the required content for a full application. **Please do not complete this application unless invited to do so.**

Please submit the Application to innovationecosystem@masscec.com by Friday November 14, 2025, at 5:00 PM ET. Please include the RFP number “RFP FY2026 TDA” in the email’s subject line. In addition:

- Limit your Full Application to a maximum of twenty-five (25) pages, using at least 11-point font and 1-inch margins. Submissions longer than twenty-five (25) pages will be ineligible.
- The Application and required attachments must be sent as one PDF (the Budget Worksheet can be sent separately as an Excel spreadsheet).

Full Applications will be reviewed in detail by MassCEC and external industry specialists, if necessary. Selection Criteria for the Full Application can be found in Section VIII of the RFP.

REQUIRED ATTACHMENTS

1. **Full Application and Cover Sheet** (this form, Attachment 4)
2. **Authorized Applicant’s Signature and Acceptance Form** (Attachment 1)
3. **Updated Budget Worksheet.** Update the Budget Worksheet submitted with your Concept Paper, or use the pre-formatted template (Attachment 3)
4. **Resume/CVs.** From key personnel at the ESO listed in the Application. (i.e., those personnel directly leading the infrastructure project and/or interacting with the innovators)
5. **Letters of Commitment.** From cost-share funding sources
6. **Letters of Support.** From other key stakeholders. (optional)
7. **Sample Agreement.** Applicants are required to redline/mark up the Sample Agreement and submit a revised copy with its Full Application. Please review Section XI for additional contracting terms. (Attachment 5)

MassCEC's FY26 Climatetech Testing and Demonstration Assets Program
Attachment 4 — Full Application Outline

FULL APPLICATION COVER SHEET

Legal Business Name			
Business Address	City/Town	State	Zip Code
Telephone	Fax	Website URL	
Point of Contact (First and Last Name)		Point of Contact Email Address	
Authorized Signatory (First and Last Name)		Authorized Signatory Email Address	
Legal Status/Jurisdiction (e.g., a Massachusetts Corporation, LLC, LLP, etc.)		Business EIN or UEI Number	

MassCEC's FY26 Climatetech Testing and Demonstration Assets Program
Attachment 4 — Full Application Outline

FULL APPLICATION OUTLINE

1. Executive Summary (1 – 2 pages)

- **Project Summary**

Provide a brief overview of the proposed project and capital asset(s). State the funding request, identify who the project will support, key objectives, and a summary of the anticipated impact on advancing Climatetech innovation, commercialization and deployment in Massachusetts. Highlight how the project will also support workforce development and job creation.

2. Articulation of Need (3 – 4 pages)

- **Identified Challenges**

Further detail the specific challenges and resource gaps that currently exist for your member startups or researchers (as identified in the Concept Paper) and how your project plans to address them. Supporting data and stakeholder testimonials are encouraged to demonstrate the need. If other organizations are addressing similar needs, explain how your project differs or adds value.

- **Industry Alignment**

Describe how the proposed capital project aligns with current trends and future directions in the climatetech industry. Provide details on market trends within the sector.

3. ESO Programming (2 – 3 pages)

- **Target Market**

Describe the target market for your ESO. What are the qualities or qualifications of startups or researchers you aim to support?

- **Programming Design**

Building on your response in the Concept Paper, provide a detailed description of your ESO's programming and objectives. Expand on the key components such as curriculum structure, mentorship, networking, and other core activities. Describe how these elements are tailored to the needs of your target founders and how they support a measurable impact in the Climatetech sector. Identify all partners involved, their specific roles, and how their contributions strengthen your programming, if applicable.

- **Resources**

Describe any relevant wrap-around services, technology platforms, tools, or other resources that are made available to startups or researchers as part of your programming.

- **Evaluation and Feedback**

Detail the methods for monitoring the progress of startups or researchers, as well as how you solicit feedback from participants, mentors, and stakeholders involved in your programming.

4. Project Feasibility and Infrastructure Development Plan (4 – 5 pages)

- **Purpose of Infrastructure**

Provide a detailed description of the capital asset(s) (including the useful life of the assets) you seek to fund through TDA. Explain the Climatetech purpose and strategic need for the infrastructure.

- **Program Alignment**

Describe how the infrastructure will be accessed and used by Climatetech entrepreneurs, including any costs for use of the infrastructure that may be charged to entrepreneurs, and

MassCEC's FY26 Climatetech Testing and Demonstration Assets Program
Attachment 4 — Full Application Outline

explain how it is expected to advance Climatetech innovation, commercialization, and deployment in Massachusetts.

- **Project Costs & Timeline**

Provide details on the cost and expenses associated with the capital infrastructure requested. As appropriate, include a detailed timeline covering procurement, construction, and operational phases.

- **Long-term Viability**

Discuss plans for maintenance of the capital asset(s) and plans to secure adequate future funding to ensure the long-term usefulness of the proposed asset beyond the life of the grant period. All infrastructure funded through the Program must have a minimum useful life of 10 years.

5. Financial Overview and Scope of Work (3 – 4 pages)

- **Project Costs**

Complete the budget spreadsheet (Attachment 3) and use this section to describe the detailed costs associated with each aspect of the project. Specify the total amount requested for capital expenses. Provide a breakdown of capital expenditures including cost associated with the capital assets to be developed (i.e. equipment, facilities, etc.) and the labor costs directly related to the development and/or installation of the asset(s). Indicate whether budgeted costs will be reimbursed by MassCEC or funded via cost-share.

- **Cost-share**

Clearly state the source and amount of cost-share equaling at least 25% of the total requested grant amount (20% of the cost share must be cash contributions. See Section IV of the RFP for more details). Describe how these resources will contribute to the project, ensuring that the total funding (requested funds plus match funds) covers the entire project cost. Attaching Letters of Commitment from match sources is required.

- **Scope of Work**

Develop a robust timeline that outlines the scope of work to be performed during the grant period.

6. Anticipated Impact (2 – 3 pages)

- **Project Impact and Metrics**

Describe the anticipated near-term and long-term impacts of the proposed projects. Specify detailed metrics for evaluating success of the proposed project. Identify how you intend to track these metrics.

- **Ecosystem Impact**

Explain how the program will enhance the Climatetech ecosystem and benefit researchers and startups. Provide an analysis of the long-term economic and societal impacts you expect this project to have on Climatetech ecosystem. How will the project contribute to sustained economic growth and competitiveness for Massachusetts? How will it provide long-term cost benefits and ratepayer savings to Massachusetts customers?

- **Equity and Inclusion**

Highlight how the project will promote equity and inclusion within the Climatetech industry. MassCEC's commitment includes advancing equitable economic growth by serving Gateway Cities (GC) or Environmental Justice communities (EJC) or an underserved geographic region (i.e., such as Western Massachusetts or Cape Cod), broadening access to Climatetech careers, and

MassCEC's FY26 Climatetech Testing and Demonstration Assets Program
Attachment 4 — Full Application Outline

foster 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.

7. Evidence of Success and Staff Qualifications (2 – 3 pages)

- **ESO Expertise**
Provide justification for why your organization is qualified to lead the proposed project. Include evidence of success.
- **Key Personnel**
Identify key team members of ecosystem partners involved in the implementation of the project. Provide bios of key team members, emphasizing the qualifications and relevant experience.



**MassCEC's FY26 Climatetech Testing and Demonstration Assets Program
Attachment 5 — 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 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, pursuant to Section 2 of Chapter 238 of the Acts of 2024, entitled "An Act Relative to Strengthening Massachusetts Economic Leadership", capital dollars are provided to the Climatetech Investment Fund at MassCEC for the purpose of to promoting job creation, economic development and workforce development through capital grants in order to support and stimulate research and development, innovation, manufacturing, commercialization and deployment of climatetech technologies in Massachusetts;

WHEREAS, Grantee submitted an application for [insert project title and clearly define the project ("Project") as that term is used below] the Board of Directors of MassCEC desires to invest capital dollar in the Project; and

WHEREAS, Grantee understands that the Grant (defined below) is funded using capital dollars and therefore may only be used to purchase the capital assets for the Project and is subject to other restrictions set forth in this Agreement;

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

MassCEC's FY26 Climatetech Testing and Demonstration Assets Program

Attachment 5 — Sample Agreement

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. In addition, Grantee shall provide the additional capital expenditure documentation set forth in Attachment 2 or as otherwise reasonably requested by MassCEC. 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

MassCEC's FY26 Climatetech Testing and Demonstration Assets Program

Attachment 5 — Sample Agreement

not exercise the right to rescind Grant payments. If Grantee becomes insolvent, makes an assignment of rights or property for the benefit of creditors, 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.

MassCEC's FY26 Climatetech Testing and Demonstration Assets Program

Attachment 5 — Sample Agreement

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.

d. *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. All grant expenditures ("Grant Expenditures") must be capital costs and considered actual capital costs and be capitalized as such on Grantee's books. All Grant Expenditures must be in the performance of the Project Scope of Work and specified on a line item of the Project Budget, as follows:

- i. Capitalized Equipment, Land with existing Facilities, and Buildings: capital assets purchased in accordance with the Project Budget;
- ii. Capitalized Subcontractors/Consultants: capital services provided by Grantee's subcontractors/consultants at the actual cost paid for project services which shall not exceed the amount set forth in the Project Budget;
- iii. Capitalized Materials: the cost of capitalized materials purchased which shall not exceed the amounts set forth in the Project Budget; and
- iv. Other Capitalized Costs: the cost of capital items purchased, or any other capital costs incurred which shall not exceed the amounts set forth in the Project Budget.

e. *Cost Share.* Grantee agrees to meet and maintain a minimum [twenty-five] percent (25%) 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.

f. *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,

MassCEC's FY26 Climatetech Testing and Demonstration Assets Program

Attachment 5 — Sample Agreement

mark-ups, travel (either by Grantee or by subcontractors to Grantee), Grantee's own labor, or general purpose facilities, equipment, materials, or software.

g. *Restriction on Use.* Grantee covenants and agrees that Grantee shall use all or substantially all of the Grant for the Project for the purposes of supporting and stimulating research and development, innovation, manufacturing, commercialization, and deployment of climatetech technologies in Massachusetts ("Purpose") as described in its application and the Scope of Work attached hereto. During the useful life of the asset, Grantee shall publicly market such equipment and make it available to internal and external academic researchers, as well as climatetech start-ups and scientists from industry, subject to an appropriate agreement in accordance with a core services model. Use of the Grant for purposes other than the Purpose defined herein could result in a Change Event, as defined below.

h. *Recapture on Change in Use.*

a. For purposes of this Agreement, the following definitions shall apply:

- i. "Asset" shall mean and refer to the capital expenses reimbursed by MassCEC for the Project, as identified in Attachment 1.
- ii. "Change Event" shall mean and refer to (A) the sale or liquidation of the Asset, (B) the voluntary destruction or demolition of all or substantially all of the Asset, (C) the use of all or substantially all of the Grant or Assets for purposes other than the Purpose defined in this Agreement, (D) any other act or omission of Grantee and their respective successors or assigns that materially impairs the use of all or substantially all of the Asset for the uses described above, or (E) failure to comply with reporting obligations for Project, as well as for any other project performed by Grantee under a grant agreement with the MassCEC, (F) failure to make the Asset publicly available in accordance with the provisions of this Agreement, or (G) any transfer of the Asset or use of the Asset outside of Massachusetts.
- iii. "Depreciated Grant Amount" shall mean and refer to an amount equal to the product obtained by multiplying the (A) Depreciation Rate by (B) the time elapsed between when the Asset is placed in service (defined as when the capital equipment and renovations are substantially complete) and the date on which the Change Event occurred.
- iv. "Depreciated Grant Value" shall mean and refer to an amount equal to the difference obtained by subtracting (A) the Depreciated Grant Amount from (B) the Total Amount received under this Grant.
- v. "Depreciation Period" shall mean and refer to ten (10) years (commencing on the Effective Date) on a straight-line basis, as defined in Grantee's accounting policies and in accordance with Generally Accepted Accounting Principles ("GAAP"), which period shall be approved by Grantee's external auditors and shall be reasonably acceptable to MassCEC.
- vi. "Depreciation Rate" shall mean and refer, consistent with the Depreciation Period defined above, to 10% per year, which rate shall be approved by Grantee's external auditors and shall be reasonably acceptable to MassCEC.
- vii. "Total Amount received under this Grant" shall mean and refer to the total funds received from MassCEC pursuant to the Agreement; provided that such amount shall not exceed **[Insert Grant Amount]**.

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- b. Notwithstanding anything to the contrary contained herein, a Change Event may be deemed a material breach of this Agreement by Grantee, and be subject to MassCEC's termination right set forth in this Agreement.
- c. In the event of a Change Event, if caused by an act or omission of Grantee prior to expiration of the Depreciation Period, Grantee shall, within five (5) business days of the occurrence of such event, deliver written notice of such Change Event to MassCEC in accordance with the Notice section of the Agreement, which notice shall set forth in reasonable detail the facts and circumstances of such Change Event.
- d. Within twenty (20) business days of MassCEC's receipt of the notice described above, Grantee shall pay to MassCEC, by check or wire transfer, an amount equal to the Depreciated Grant Value which shall be the Depreciated Grant Value of the Grant in effect as of the date of the Change Event; unless the Change Event is a change in use as described in Section 7.i.a.ii.(C), in which case the Depreciated Grant Value shall be determined by subtracting (A) that portion of the Depreciated Grant Value associated with the change in use by (B) that portion of the Total Amount received under this Grant associated with the change in use.
- e. Upon Grantee's payment of the Depreciated Grant Value to MassCEC, the Agreement shall be terminated and MassCEC shall have no liability or other obligation with respect to the Grant, nor shall Grantee have any liability or other obligation with respect to the Grant or the MassCEC.
- f. Grantee Liability. With regard to Grantee's liability under this Grant for the period after completion of the Project through the remainder of the Depreciation Period, in the event of the occurrence of a Change Event, Grantee shall be exclusively liable for the Depreciated Grant Value for Change Events or breaches relating to the Asset.

i. *Operating Expenses Attributable to Public Entities.* In the event that the Asset, at any point during its useful life, is used by a state entity, such as a state college or university or subdivision thereof ("State User"), Grantee represents and warrants that it shall requires such State User shall pay a fair pro rata share of operating costs attributable to the State User's use of the Asset. Grantee shall develop, implement, and maintain (a) a methodology for calculating a State User's fair share of operating expenses as well as (b) a process for charging and collecting such fair share from the applicable State User.

8. Termination

- a. MassCEC may terminate this Agreement at any time if Grantee has materially breached any term of the Agreement, including the occurrence of a Change Event as defined above, 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.

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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 (Other Requirements), 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). For the avoidance of doubt the *Recapture on Change in Use* provisions in Section 7 shall survive for the useful life of the Asset.

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

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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")

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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.

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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

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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 Section 5. 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.

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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]

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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.:

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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.

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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>

Additional Capital Expense Documentation: Additional supporting documentation to support costs may be requested by MassCEC from time to time:

- a) Equipment, Land, Buildings: copies of invoices for the purchase of construction of capital assets;
- b) Other Capital Costs: all costs shall be itemized on the invoice and supported by documentation such as vendor invoices, receipts or other documentation as required by MassCEC; and
- c) Other Non-Capital Match Costs: all costs shall be itemized on the invoice and supported by documentation such as vendor invoices, receipts or other documentation as required by MassCEC.

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 _____

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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

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☐ 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



**MassCEC's FY26 Climatetech Testing and Demonstration Assets Program
Attachment 6 — Progress Metrics Template**

Please download the Progress Metrics Template (Attachment 6) from the TDA website:
<https://www.masscec.com/program/climatetech-testing-and-demonstration-assets>.