

MASSACHUSETTS TECHNOLOGY COLLABORATIVE

Sandbox Access Grant Agreement

Between Massachusetts Technology Collaborative and ICMPartnerName

This Sandbox Access Grant Agreement and any Exhibit and Attachments hereunder (collectively the "Agreement") is made and entered into by and between Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative ("Grantor"), an independent public instrumentality of the Commonwealth of Massachusetts with a principal office and place of business at 75 North Drive, Westborough, Massachusetts 01581, and ICMPartnerName, with a principal place of business at ICMPartnerPrimaryAddressLine1, ICMPartnerPrimaryAddressLine2, ICMPartnerPrimaryAddressCity, ICMPartnerPrimaryAddressState ("Grantee").

Whereas, Grantor and Grantee desire to enter into a grant agreement under which Grantee may perform certain activities as described herein that carry out a public purpose that supports the mission of Grantor (the "Grant Activities"), and does not provide consideration for the acquisition of real, tangible, or intellectual property or services for Grantor's direct benefit or use, and,

Whereas, such Grant Activities shall be specified in Project Scopes ("PS" or "PSs") set forth as Exhibits hereto, which will supersede and control over any conflicting terms in this Agreement.

Now, therefore, in consideration of the premises, mutual covenants and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term and Termination

- (a) This Agreement shall take effect as of ICMContractEffectiveDate (the "Effective Date") and shall remain in effect until ICMContractPeriodofPerformanceEndDate (the "Term").
- (b) This Agreement may be suspended or terminated in whole or in part in any of the following situations by:
 - a. Grantor when the Grantee fails to comply with the terms and conditions of this Agreement, provided Grantor gives Grantee notice of non-compliance and Grantee does not remedy such non-compliance within 30 days of such notice. Non-compliance includes failure of Grantee's project to move forward in accordance with the PS for any reason.
 - b. Grantor when the Grantor has cause, including, but not limited to, a lack of adequate record-keeping on the part of Grantee such that Grantor is unable to ensure the Grant Funds are being utilized as reported. The Grantee is required to return any Grant Funds not in compliance with the purpose listed herein.
 - c. Mutual agreement of the Grantor and the Grantee.

- d. Grantor in the event of loss of availability of sufficient funds for the purposes of Grant Activities hereunder, or in the event of an unforeseen public emergency or other change of law mandating immediate Grantor action inconsistent with performing its obligations. In the event of loss of funds, the Grantor agrees to notify Grantee as promptly as possible, so the Grantee can limit continued performance under this Agreement.
- (c) Upon termination the Grantee shall, unless otherwise agreed, cease work hereunder and provide to Grantor the Deliverables set forth in the PS.
- (d) In the event of termination for any reason, funds hereunder shall not be transferable to another project.
- (e) Sections 3, 4, 6, 9 and 13 of this Agreement shall survive termination.

2. Notices

All communications to Grantor regarding legal issues shall be emailed to Jennifer M. Saubermann, General Counsel, saubermann@masstech.org. All communications regarding any other issues shall be emailed or delivered to the personnel specified in Exhibit 1, Section 2, Project Personnel.

3. Grantee's Representations, Warranties and Certifications

As of the Effective Date, Grantee hereby represents and warrants as follows:

- (a) Grantee is duly authorized to enter into this Agreement, and the execution, delivery and performance of this Agreement will not conflict with any other agreement or instrument to which it is a party or by which it is bound and will not violate any law, regulation, order or other legal requirement by which Grantee or any of its assets is bound.
- (b) Grantee and its Project Personnel are familiar with, and are and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders or requirements of the Commonwealth and other local, state or federal governmental authorities applicable to or implicated by the subject matter hereunder.
- (c) Grantee and its employees are not employees, partners or joint-venturers of Grantor. Grantee will be solely responsible for withholding and paying all applicable payroll taxes of any nature including social security and other social welfare taxes or contributions that may be due on amounts paid to its employees. Grantee has filed and will continue to file all necessary state tax returns and reports and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System, and with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch. 152.
- (d) Grantee shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. Grantee agrees to comply with all applicable

Federal and State statutes, rules and regulations prohibiting discrimination in employment.

- (e) Grantee represents and warrants that all personnel performing Grant Tasks hereunder are eligible to work in the United States at the time of execution of this Agreement and that Grantee has a continuing obligation to ensure such status during the term of the Agreement.

6. Indemnification and Hold Harmless

To the extent allowable by law Grantee will indemnify, defend, and hold Grantor harmless from and against any and all third party claims, liabilities, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from (a) any breach by Grantee of this Agreement or (b) execution by Grantee of the grant activities. Grantee will have no obligation to indemnify Grantor to the extent the liability is solely caused by Grantor's gross negligence or willful misconduct.

7. Ownership

Grantee will retain all legal rights in any property, including but not limited to intellectual, tangible, intangible, or data, that may be acquired with the funds granted under the Agreement. Grantor will retain ownership of all Deliverables as set forth in the PS.

8. Damages Cap and Disclaimer

Excluding claims for intellectual property infringement, each party's liability shall be limited to the amount of the Grant under this Agreement. Neither party shall be liable to the other for any indirect, special or consequential damages, or for lost profits or loss of opportunity.

9. Assignment and Subcontracting

Unless required by law Grantee shall not assign nor in any way transfer any interest in this Agreement without the prior written consent of Grantor.

10. Insurance

To the extent the Grantee does not participate in a self-insurance program, Grantee shall obtain and maintain in effect through the term of this Agreement appropriate insurance coverage for its activities hereunder including, but not limited to, comprehensive general liability insurance (bodily injury and property damage), workers' compensation, and liability insurance. At Grantor's request, Grantee will provide Grantor with copies of the certificates of insurance evidencing such coverage.

11. Record Keeping, Audit, and Inspection of Records

In accordance with the Massachusetts Statewide Records Retention Schedule, Grantee will keep adequate records to document the expenditure of funds and the activities supported by

the Grant for a minimum of six (6) years from final payment or until litigation is resolved if filed within that period (the “Retention Period”). Grantor, the Commonwealth and their respective duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records, and other compilations of data of Grantee which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not permitted under this Agreement, then Grantee shall refund to Grantor the amount determined by such audit within thirty (30) days of Grantee's receipt of such audit and demand.

12. Publicity

Any use of Grantor’s name or logo by Grantee, including, but not limited to, on websites, in the titles of programs, in publications and reports, in press releases, on placards at meetings, or in paid advertisements, must be pre-approved in writing by authorized staff of Grantor. Grantee shall get written consent from Grantor prior issuing press releases, announcing events, or posting any signs or media directly related to this specific grant. Grantee shall not represent that positions taken or advanced by it represent the opinion or position of Grantor in any media produced.

13. Public Records

As public entities, each Party is subject to the Massachusetts Public Records Law (set forth at Mass. Gen. Laws ch. 66) and thus all documents and other materials made or received by either Party and/or its employees are subject to public disclosure. Both Parties should not submit any information to the other that it does not want publicly disclosed, and should assume that all submissions are subject to public disclosure without any prior notice, even if marked confidential. If either Party wishes to have the other treat certain information or documentation as confidential, the former must submit a written request to the latter’s General Counsel specifying the type of information that such Party wishes to be treated as confidential along with a detailed explanation of the statutory exemption(s) from the Public Records Law. The affected party's General Counsel is the sole authority within its institution for making determinations on the applicability and/or assertion of an exemption to the Public Records Law.

14. Lobbying

No Grant funds may be used to pay for or otherwise support any activities intended to influence any matter pending before the Massachusetts General Court or for activities covered by the law and regulations governing “legislative agents” or “executive agents” set forth in the Massachusetts Lobbying Law, M.G.L. c.3, §39.

15. Choice of Law

This Agreement shall be construed under, and governed by, the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of laws principles. The Grantee agrees

to bring any Federal or State legal proceedings arising hereunder in which the Commonwealth or Grantor is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. This Section shall not be construed to limit any other legal rights of the parties.

16. Force Majeure

If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstance beyond its reasonable control, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement, provided however, that in no event shall such time extend for a period of more than 30 days.

17. 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.

18. Headings

The paragraph headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

19. Counterparts

This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

20. Entire Agreement, Exhibits and Amendments

The parties understand and agree that this Agreement, its Exhibits, Attachments and any amendments supersede all other verbal and written agreements and negotiations by the parties regarding the matters set forth herein and can be amended only through a written document executed by both parties. The following are attached and incorporated into this Agreement:

- **Exhibit 1 – Project Scope**

**The Massachusetts Technology Park Corporation
d/b/a Massachusetts Technology Collaborative**

ICMPartnerName

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1
Project Scope

Pursuant to the terms and conditions of the Agreement and this PS, Grantor and Grantee agree as follows:

1. **The Grant**

- (a) As full compensation for Grantor's share of the costs for the performance of all work and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, Grantor will pay directly to _____ (the "Sandbox"), the digital health sandbox hosting Grantee's Project, a maximum grant amount of **Dollars** (\$ICMContractAmount) for the cost elements identified in **Section 5, Project Budget**, to be funded with Grantor funds, subject to agreement and execution of terms between the Sandbox and Grantee as further specified in **Section 2, Responsibilities**, below.
- (b) In executing this Agreement Grantee acknowledges and agrees that 1) in no event shall any Grant funds hereunder be directly paid to Grantee, 2) the award of the Grant does not create any rights of preference for Grantee to receive subsequent funding from Grantor, and 3) in no event shall invoices for payment be sent by Grantee to Grantor.

2. **Responsibilities**

- (a) Grantee and the Sandbox are solely responsible for all Project decisions, and the preparation of all plans and specifications.
- (b) Grantee will enter into agreements with the Sandbox (collectively the "Digital Health Sandbox Agreements") covering terms including but not limited to facility access, use of materials and equipment, day-to-day project management, and intellectual property questions between Grantee and Sandbox. Grantor is not a party to the Digital Health Sandbox Agreements, is not bound by the Digital Health Sandbox Agreements, and all questions or issues related to the Digital Health Sandbox Agreements will be addressed by Grantee directly with the Sandbox. Breach of the Digital Health Sandbox Agreements by the Sandbox does not constitute a breach on the part of Grantor. Grantor shall have no liability hereunder for any action or inaction by the Sandbox, including use or application of Grant funds.
- (c) **The Sandbox will:**
 - a. Be the sole Project point of contact for Grantee
 - b. Provide day to day management and oversight of the Project for Grantee
 - c. Provide resources and services to support Grantee
 - d. Administer the Grant funds to cover Sandbox fees
 - e. Perform other tasks as may be agreed to by Grantee and the Sandbox in the Digital Health Sandbox Agreements between Grantee and the Sandbox

3. **Project Personnel**

Day-to-day management of the Project will be handled by Grantee's contact at the Sandbox. All questions regarding the Project, access to facilities, and funding allocation should be directed to the Sandbox contact below.

Sandbox Contact:

Grantee Contact:

Grantor Contact: For any questions regarding the terms of this Agreement, please contact Benjamin Stevens (stevens@masstech.org) (508-870-0312)

Written notice shall be provided to personnel at the email addresses set forth in this Section 2 in the event of any change in Grantee's Project Personnel.

4. **Project Plan**

(a) **Overview**

Grant funds provided to the Sandbox hereunder will allow Grantee to access the Sandbox's digital health sandbox location which advances healthcare technologies.

Grant funds as specified in Section 5, Project Budget, will cover:

- a. Grantee's access to the Sandbox location and staff for the Term of this Agreement or as otherwise specified herein. The Grant will be paid directly to the Sandbox and used to offset fees required for Grantee to access the resources and services at the digital health sandbox location.
- b.

(b) **The Project**

- a. Grantee will work with the Sandbox on the following project (the "Project"):
- b. Specifically, the Sandbox will help Grantee to/by:
 -
 -
 -
- c. Grantee also agrees to support Grantor's program evaluation activities, and Grantor's goal to disseminate 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 Grantor or its authorized representatives for purposes of program evaluation or case study

development.

- d. Grantor anticipates following up with Grantee after completion of the Project to understand the long-term impact of the program.

(c) Expected Outcomes

Expected outcomes and measures of success for the Project are:

- a.
- b.

(d) Deliverables

a. Final Report

Grantee shall provide a Final Report to Grantor which shall include:

- A summary of the Project and a report of actual outcomes against the expected outcomes and measures of success agreed to by the parties
- The number and portion of staff dedicated to the Project
- Any challenges faced in completing the Project
- Summary of the benefits of partnering with the Sandbox
- Next steps for Grantee

Due: 30 days after completion of the Project

- b. Grantee will also provide information and reports to the Sandbox as may be requested by the Sandbox.

5. Project Budget

	Cost
Total Grant to the Sandbox	

*Grant Funds payable directly to the Sandbox are to cover costs as specified above, and nothing herein guarantees additional funding should Grantee incur costs above and beyond these amounts. Grantor reserves the right to reduce the Grant to the extent the scope of the project is changed or reduced.