



GRANT SOLICITATION

Seaport Economic Council Grand Challenge

Solicitation No. 2018-JAII-02

**Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581-3340
<http://www.masstech.org>**

Solicitation Issued: February 28, 2018

Team Leader: Pat Larkin

Applications Due: May 15, 2018

1. INTRODUCTION

The Innovation Institute, a non-divisible component of the Massachusetts Technology Collaborative (“Mass Tech Collaborative”), is offering grants to fund the Grand Challenge opportunity set forth herein.

This Grand Challenge represents an opportunity for Applicants to offer innovative solutions to improve marine and coastal community resources in Massachusetts. The Internet of Things (IoT) represents technology and business solutions that can be applied to the Marine Economy to help ensure that the economic development potential of our ocean and coastal resources contribute to the prosperity of the Commonwealth long into the future. Additionally, gained insights into the inner working of our planet’s oceans will likely prove key to solving many of today’s environmental issues. The Executive Office of Housing and Economic Development (EOHED) and the [Seaport Economic Council](#) (SEC) has partnered with the [Massachusetts Technology Collaborative](#) to offer this solicitation, which is intended to fund capital projects that leverage the strength of IoT technologies to improve our marine and coastal communities.

The benefits of bringing IoT to marine economy are exemplified by and contribute to the following efforts: [The Northeastern Regional Association of Coastal Ocean Observing Systems \(NERACOOS\)](#): This effort represents a national-regional partnership working to provide new tools and forecasts to improve safety, enhance the economy, and protect our environment. It spans coastal waters from the Canadian Maritime Provinces to the New York Bight, employing technologies that provides weather and ocean data to fishers and commercial shippers and help determine if conditions are safe for passage and to emergency managers issuing storm warnings. The technologies employed also advance efforts to use the data generated for water quality monitoring, harmful algal bloom predictions and warnings, and coastal flooding and erosion forecasting systems.

[The Martha's Vineyard Coastal Observatory \(MVCO\)](#): A leading research and engineering facility operated by Woods Hole Oceanographic Institution, this infrastructure provides real time and archived coastal oceanographic and meteorological data for researchers, students and the general public. The MVCO includes a small shore lab, a 10-m meteorological mast, a subsurface node mounted in 12-m water depth, and an air-sea interaction tower equipped with a top-side node to allow access to air-side or underwater instrumentation. The core set of instruments at the meteorological mast measure wind speed and direction, temperature, humidity, precipitation, CO₂, solar and IR radiation, momentum, heat, and moisture fluxes. The core oceanographic sensors at the 12-m offshore node measure current profiles, waves, temperature, salinity, and near-bottom wave-orbital and low frequency currents.

[The New Bedford Ocean Cluster \(NBOC\) partnership](#): Leaders from fisheries, marine industries, ocean research, the tech sector and government officials entered into MOUs officially making New Bedford part of a global network of Ocean Clusters committed to sharing knowledge and developing business opportunities. The NBOC will focus on the area’s natural strengths in the commercial fishing industry, fish processing, offshore renewable energy and the developing opportunities for traditional marine businesses in the burgeoning tech segments known as Blue Tech and the Internet of Things (IoT).

2. GRANT OVERVIEW

2.1 Intent

This solicitation represents a Grand Challenge that is designed to bring the IoT to the Marine Economy and begin the necessary transformation of advanced technologies into sustainable solutions and economic generators. Today’s ‘IoT For Good’ revolution represents networks of internet-connected devices that ‘talk’ amongst themselves and collect and exchange information, all made possible by the proliferation of low

cost sensors, improved analytics, and the widespread availability of Wi-Fi. The Marine Economy is just beginning to take advantage of this revolution with connected sensors and unified platforms designed to provide increased visibility into the Marine Economy through the generation of vast amounts of data, most of which is underutilized.

This Grand Challenge is intended to encourage entrepreneurs and technology firms to work with nonprofits, research institutions, municipalities, or other public authorities on the deployment of new and novel IoT-based technology or business solutions to address important opportunities in the Marine Economy. Local municipalities, public authorities, or nonprofit research and other community based institutions qualify as lead applicants. Applications must include an entrepreneur or commercial partner that offers a new and novel technology solution or business approach with growth potential in a marine economy marketplace.

By drawing upon the collective genius of entrepreneurs and innovators across the Commonwealth the SEC hopes to increase the odds of finding and accelerating revolutionary and impactful solutions to marine economy or coastal community resource challenges.

2.2 Background

This Grand Challenge is intended to offer marine and coastal community resources in Massachusetts as testbeds to support the expansion or startup of IoT related firms in the state. This program is intended to support job growth and have a positive impact on marine economy service providers and other tech firms within marine economy supply chains.

Amount:

The SEC has reserved up to \$500,000 dollars for this Grand Challenge competition. While applicants may apply for up to \$250,000 for high value/high impact awards, the SEC hopes to make multiple awards and encourages applicants to only apply for those capital resources necessary. While not a threshold requirement applicants seeking maximum funding are advised to include cash and in-kind contributions as demonstration of the applicant's commitment to success and validation from outside parties. All applicants are encouraged to include cash and in-kind match contributions which will be considered evidence of the projects prospects for success.

2.3 Grant Requirements & Guidance

This Grand Challenge equally intends to improve broader economic and environmental challenges within the marine economy. Applicants are encouraged to offer new and novel technology and business solutions in areas such as:

- ❖ **Maritime Communications:** Leverage the potential of the IoT for a dispersed computing architecture and nodes to harness existing maritime data, sharing information between vessels, ports, and shore-based sea traffic coordination centers and contributing to increased safety and efficiency of maritime operations.
- ❖ **Maritime Performance:** There is an enormous opportunity to analyze data in the development of visualization tools that make this data accessible to everyone by identifying patterns and relationships not previously understood creating a rich perspective on how the Marine Economy actually performs.
- ❖ **Commercial Fishing:** Novel IoT-enabled approaches to help commercial fishermen reduce costs and comply with fishing regulations.

The SEC is hoping to leverage a new and emerging “IoT for Good” industry cluster in Massachusetts to address real environmental and economic challenges. The SEC encourages applicants to think broadly and to offer solutions in a range of disciplines like fisheries and aquaculture, maritime monitoring and security, shipping, marine biotechnology, offshore renewable energy and others.

General Guidelines:

Application Process	Proposals must include a completed budget (template included below) and be submitted to MassTech by May 15, 2018 @ 3:00 p.m. EST. Applicants are encouraged to pay close attention to the evaluation criteria listed below in Section 3.
Types of Grants	Grants are available for capital purchases only. Capital grants may be used for building improvements, including interior fit-out costs, and the purchase of equipment.
Funding	<p>The SEC is looking to make multiple awards in the range of \$50,000 to \$250,000 range.</p> <p>The SEC will consider proposals for funding up to \$250,000 in project costs.</p> <p>Applicants requesting this amount are required to demonstrate high impact and are encouraged to include both cash and in-kind project support.</p>
Eligible Locations	All projects granted through this process must have direct impact on coastal communities in the Commonwealth of Massachusetts.
Eligible Applicants	Eligible applicants must be a municipality, public authority, nonprofit research or other nonprofit community based organization located within or

	<p>supported by one of the Seaport Economic Councils 78 coastal communities.</p> <p>All applicants must include collaboration with at least one IoT-based technology firm or entrepreneur.</p> <p>All applications will be evaluated on the strength of the commercial opportunity.</p>
<p>Duration of Contracts</p>	<p>Any state contributions must be drawn within the fiscal year(s) specified in the contract. Contracts may span multiple fiscal years if the capital project costs spans multiple fiscal years, but this should be specified in the proposal.</p> <p>Fiscal year is from July 1-June 30.</p>
<p>Match Requirements</p>	<p>While there is no stated match requirement in the solicitation, the amount of cash and in-kind contributions in your proposal will be considered as a way to evaluate the demonstrated commitment of the project team.</p>
<p>Reporting</p>	<p>All projects that receive funding must report at least semi-annually on progress and impacts of the project to the state. The reporting requirements will extend for multiple years beyond the draw down period.</p>

Mass Tech Collaborative acts as the contracting entity on behalf of Innovation Institute and will enter into an agreement with selected Applicants containing certain standard provisions (the “Agreement”) (See Attachment C for the template Agreement).

Mass Tech Collaborative reserves the right to amend the Agreement at any time. Applicants should review the Agreement in Attachment C as they are required to specify any exceptions to the Agreement and to make any suggested counterproposal in their Application. **A failure to specify exceptions**

and/or counterproposals will be deemed an acceptance of the Agreement's general terms and conditions, and no subsequent negotiation of such provisions shall be permitted. Although Mass Tech Collaborative will be the contracting counter-party with the Applicant, for purposes of this Solicitation (and except where the specific context warrants otherwise), Innovation Institute and the Mass Tech Collaborative are collectively referred to as Innovation Institute.

3 EVALUATION PROCESS AND CRITERIA

A team from the Innovation Institute & the Executive Office of Housing and Economic Development will collect and review the applications against the criteria below. This review will then be validated by an external review team with appropriate and applicable experience.

The criteria that will be used to evaluate proposals that are based upon the projected ecological or environmental impacts as well as the commercial benefits that will result from the SEC investment. These criteria include:

- Marine Economy Impact: Overall ecological or environmental impacts of the proposed project.
- Technical Merit
 - Technology Innovation
 - Business Innovation
- Direct Commercial impacts:
 - Growth potential of the commercial market that is being addressed;
 - What is the IoT company impact in the form of additional revenues; business expansion(s) and new jobs?
 - What are the business expansion opportunities of other MA companies in the supply chain?
 - Regional economic development/ multiplier effects; impact on broader MA business ecosystems
- Prospects for Success
 - Qualifications of the team
 - Strength of Partnerships
 - Demonstrated Commitment (evidence of in-kind or cash contributions)

All applicants will be notified of final decisions via e-mail to the identified Project Director. We anticipate that funding decisions will be made by June 30, 2018.

4 APPLICATION PROCESS

4.1 Application and Submission Instructions

Applicants are cautioned to read this Solicitation carefully and to conform to its requirements. Failure to comply with the requirements of this Solicitation may serve as grounds for rejection of an Application.

- a. All Applications must be submitted in writing, on 8 ½ x 11 paper (including all required submissions), with one (1) unbound original; and 6 bound copies (no three ring binders); and one electronic version (.pdf or .doc with the budget in excel format) thereof.
- b. Applications **must** be delivered as follows:

Hardcopy applications must be submitted to-

Solicitation No. 2018-JAII-02
 Massachusetts Technology Collaborative
 75 North Drive
 Westborough, MA 01581

With the electronic version submitted to-

proposals@masstech.org (please include the solicitation number in the subject heading).

- c. A statement indicating compliance with the terms, conditions and specifications contained in this Solicitation must be included in the Application. Submission of the signed Authorized Applicant's Signature and Acceptance Form (Attachment B) shall satisfy this requirement.
- d. Any and all responses, Applications, data, materials, information and documentation submitted to Mass Tech Collaborative in response to this Solicitation shall become Mass Tech Collaborative's property and shall be subject to public disclosure. As a public entity, the Mass Tech Collaborative is subject to the Massachusetts Public Records Law (set forth at Massachusetts General Laws Chapter 66). There are very limited and narrow exceptions to disclosure under the Public Records Law. If an Applicant wishes to have the Mass Tech Collaborative treat certain information or documentation as confidential, the Applicant must submit a written request to the Mass Tech Collaborative's General Counsel's office no later than 5:00 p.m. fourteen (14) business days prior to the required date of Application submission set forth in Section 4.2 below. The request must precisely identify the information and/or documentation that is the subject of the request and provide a detailed explanation supporting the application of the statutory exemption(s) from the public records cited by the Applicant. The General Counsel will issue a written determination within ten (10) business days of receipt of the written request. If the General Counsel approves the request, the Applicant shall clearly label the relevant information and/or documentation as "**CONFIDENTIAL**" in the Application and **shall only include the confidential material in the hard copy of the Application**. Any statements in an Application reserving any confidentiality or privacy rights that is inconsistent with these requirements and procedures will be disregarded.

Applicants please note: By executing the Authorized Applicant's Signature and Acceptance Form and submitting an Application in response to this Solicitation, Applicant certifies that it (1) acknowledges and understands the policies and procedures for handling materials submitted to Mass Tech Collaborative, as described in this Solicitation, (2) agrees to be bound by those policies and procedures, (3) acknowledges that the statutory exemptions from the Massachusetts public records law are very limited; and (4) agrees that Mass Tech Collaborative shall not be liable under any circumstances for any disclosure of materials submitted to in connection with this Solicitation that is required by law.

4.2 Application Timeframe

Task	Date:
Solicitation Released	February 28, 2018
Questions Due	March 21, 2018 @ 4 PM EST
Question and Answer File Posted	March 28, 2018 @ 5 PM EST
Question & Answer Call	April 4, 2018 @ 10 AM EST
Applications Due	May 15, 2018 @ 3:00 p.m. EST
Notification of Award	By June 30, 2018

4.3 Bidders' Teleconference/Webinar

A bidders' teleconference will be held on April 4, 2018 at 10 AM. All potential Applicants interested in participating in the bidders' teleconference must register with Mass Tech Collaborative by 5:00 p.m. on March 21, 2018 in order to obtain the conference call information. To register, please email <Pat Larkin > at Larkin@masstech.org. Mass Tech Collaborative will transmit the conference call information to all registered bidders 24 hours in advance of the teleconference. Mass Tech Collaborative will post summary responses to procedural questions and issues addressed at the bidders' teleconference on the Mass Tech Collaborative's and the Comm-Buys websites.

4.4 Application Guidelines

Applications must include the items listed below. **All documents must be submitted in MS Word format, Arial 10 point font, and with 1" margins.**

- Application Cover Sheet (Attachment A)
- Project Application
 - A narrative description of the activities that will be undertaken to promote economic activity in the region. Please include:
 - A description of the project, and industry focus;
 - Information regarding the entrepreneur or commercial partner involved with applicant;
 - The identified new and novel technology solution or business approach with growth potential in a marine economy marketplace and any other new products that will be addressed by the project;
 - The problem that the project solves and the market opportunity for the project;
 - The benefits to the region and to Massachusetts if the project is successful;
 - The expected outcomes, deliverables and timeframe, describe how the Applicant defines "success" and how the Innovation Institute can measure the impact and success of the project;
 - A detailed description of applicant's personnel who will be involved in this project, and their experience, role and anticipated project responsibilities.
 - Other partner institutions and organizations that will be involved in this effort, their role and responsibilities and a description of how their participation will impact and strengthen the proposal;
 - A description addressing how the project aligns with the evaluation criteria if not included in the above narratives and descriptions (see Section 3).
- Project Budget in Excel Budget Template as posted with this Solicitation.
- Authorized Application Signature and Acceptance Form (Attachment B). **By executing the Authorized Applicant's Signature and Acceptance Form and submitting a response to this solicitation, Applicants certify that they (1) acknowledge and understand the procedures for handling materials submitted to the Mass Tech Collaborative as set forth herein, (2) agree to be bound by those procedures, and (3) agree that the Mass Tech Collaborative shall not be liable under any circumstances for the disclosure of any materials submitted to the Mass Tech Collaborative pursuant to this solicitation or upon the applicant's selection as a grantee.**
- Exceptions to the Grant Agreement and Statement of Work (Attachment C), if any. ATTACHMENT C IS FOR REVIEW ONLY, PLEASE DO NOT COMPLETE OR SIGN.

5.0 GENERAL CONDITIONS

5.1 General Information

- a) If an Application fails to meet any material terms, conditions, requirements or procedures, it may be deemed unresponsive and disqualified. The Mass Tech Collaborative reserves the right to waive omissions or irregularities that it determines to be not material.
- b) This Solicitation, as may be amended from time to time by Mass Tech Collaborative, does not commit Mass Tech Collaborative to select any firm(s), pay any costs incurred in preparing an Application or in connection with the award of any contracts. Mass Tech Collaborative reserves the right, in its sole discretion, to make no awards through this Solicitation, to withdraw the Solicitation, to engage in preliminary discussions with prospective Applicants, to accept or reject any or all Applications received, to request supplemental or clarifying information, to negotiate with any or all qualified Applicants, and to request modifications to Applications in accordance with negotiations, all to the same extent as if this were a Request for Information.
- c) Unless otherwise specified in this Solicitation, all communications, responses, and documentation must be in English, and all cost Applications or figures in U.S. currency. All Applications must be submitted in accordance with the specific terms of this Solicitation.
- d) On matters related to this Solicitation that arise prior to an award decision by the Mass Tech Collaborative, Applicants shall limit communications with the Mass Tech Collaborative to the Procurement Team Leader and such other individuals as the Mass Tech Collaborative may designate from time to time. No other Mass Tech Collaborative employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this Solicitation. Applicants may contact the Procurement Team Leader for this Solicitation in the event this Solicitation is incomplete.
- e) The Mass Tech Collaborative may provide reasonable accommodations, including the provision of materials in an alternative format, for Applicants with disabilities or other hardships. Applicants requiring accommodations shall submit requests in writing, with supporting documentation justifying the accommodations, to the Procurement Team Leader. The Mass Tech Collaborative reserves the right to grant or reject any request for accommodations.
- f) Applicant's Application shall be treated by the Mass Tech Collaborative as an accurate statement of Applicant's capabilities and experience. Should any statement asserted by Applicant prove to be inaccurate or inconsistent with the foregoing, such inaccuracy or inconsistency shall constitute sufficient cause for Mass Tech Collaborative in its sole discretion to reject the Application and/or terminate of any resulting Agreement.

5.2 Posting of Modifications/Addenda to Solicitation

This Solicitation has been distributed electronically using the Mass Tech Collaborative and COMMBUYS websites. If the Mass Tech Collaborative determines that it is necessary to revise any part of this Solicitation, or if additional data is necessary to clarify any of its provisions, an addendum will be posted to the websites. It is the responsibility of each potential Applicant to check the Mass Tech Collaborative, MBI and COMMBUYS websites for any addenda or modifications to the Solicitation. The Mass Tech Collaborative accepts no liability and will provide no accommodation to Applicants who submit a response based on an out-of-date Solicitation.

Attachment A
Application Cover Sheet

Applicant Information	
Primary Applicant – Organization	Project Title
DUNS Number	Applicant Taxpayer ID#, organization type and jurisdiction (e.g., “a Massachusetts nonprofit”)
Mailing Street Address:	Total Funding Requested
State:	City/ Town:
Website:	Zip Code:
Brief Summary of Project:	

Point of Contact Information	
Applicant’s Designated Representative: Authorized to commit organization; notified upon decision of contract award	
Name:	Title:
Organization: <i>If different from Applicant</i>	Phone:
Email Address:	Fax:
Mailing Street Address: <i>If different from Applicant</i>	City/ Town: <i>If different from Applicant</i>
State: <i>If different from Applicant</i>	State: Zip +4 Code: <i>If different from Applicant</i>
Applicant’s Project Manager: Contact over course of project	
Name:	Title:
Organization:	Phone:
Email Address:	Fax:
Mailing Street Address:	City/ Town:
State:	State: Zip +4 Code:

Attachment B
Massachusetts Technology Collaborative
Authorized Applicant's Signature and Acceptance Form

The undersigned is a duly authorized representative of the Applicant listed below. The Applicant has read and understands the Solicitation requirements. The Applicant acknowledges that all of the terms and conditions of the Solicitation are mandatory, and that Applicant's response is compliant with such requirements. The Applicant specifically acknowledges the application of the procedures regarding disclosure of sensitive information as set forth in Section 4.1 (d) of the Solicitation, and specifically agrees that it shall be bound by those procedures.

The Applicant understands that, if selected by the Mass Tech Collaborative, the Applicant and the Mass Tech Collaborative will execute written agreements specifying the mutual requirements of participation. The undersigned has either (*please check one*):

- specified exceptions and counter-proposals to the terms and conditions of the Grant Agreement and Statement of Work (Attachment C); or
- agrees to the terms and conditions set forth therein;

The undersigned acknowledges and agrees that the failure to submit exceptions and counter-proposals with this response shall be deemed a waiver, and the Agreement shall not be subject to further negotiation.

Applicant agrees that the entire bid response will remain valid for sixty (60) days from receipt by the Mass Tech Collaborative.

I certify that Applicant is in compliance with all corporate filing requirements and State tax laws.

I further certify that the statements made in this response to the Solicitation, including all attachments and exhibits, are true and correct to the best of my knowledge.

Applicant: _____
(Printed Name of Applicant)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

Attachment C

FOR REVIEW ONLY**MASSACHUSETTS TECHNOLOGY COLLABORATIVE****Grant Agreement****Between Massachusetts Technology Collaborative and**

This Grant Agreement and any Attachments hereunder (collectively the "Agreement") is made and entered into by and between Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative ("MassTech"), 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 , a corporation of the , with a principal place of business at , , , ("Participant").

Whereas, MassTech and Participant desire to enter into a contract under which Participant may perform certain work in accordance with the terms and conditions of this Agreement, and

Whereas, such work shall be specified in Statements of Work ("SOW" or "SOWs") set forth as Attachments hereto, and

Whereas, those SOWs may contain additional terms and conditions related to the work to be performed by the Participant.

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 (the "Effective Date") and shall remain in effect until (the "Term").
- b) This Agreement may be terminated by either MassTech or Participant at any time for a material breach of any term. The breaching party shall have thirty (30) days to cure such breach from the date of written notice, unless otherwise agreed to by the parties in writing.
- c) This Agreement may be terminated by MassTech with or without cause upon ten (10) days written notice to Participant.
- d) MassTech may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of work hereunder or in the event of an unforeseen public emergency or other change of law mandating immediate MassTech action inconsistent with performing its obligations.
- e) Upon termination Participant shall deliver to MassTech all written and tangible work product, whether in draft or final form at the time of termination, identified as deliverables in the SOW for which payment has been made, and all other property of MassTech, and all copies thereof in the direct or indirect possession or control of Participant, up to and including the date of termination.
- f) Sections 4 through 18 of this Agreement shall survive termination.

2. Notices

- a) All communications to MassTech regarding legal issues shall be mailed or delivered to the following address, or sent by facsimile to the following number:

Massachusetts Technology Collaborative
75 North Drive

Westborough, MA 01581
508/870-0312 (phone)
508/898-2275 (fax)
Attn: General Counsel

- b) All communications regarding any other issues shall be emailed or delivered to the personnel specified in Section 2 of Attachment 1 (the SOW), **Project Personnel**.

Any notice hereunder shall be in writing and shall be effective (i) if dispatched by facsimile or email and delivery is electronically confirmed by said media, the day such electronic confirmation is received, (ii) if sent by courier, one business day after dispatch, (iii) if sent by first class mail, five business days after its date of posting.

3. **Timely Performance**

Participant acknowledges that expeditious completion of work and delivery of related deliverables set forth under this Agreement and the attached SOW are of the utmost importance to MassTech.

4. **Participant's Representations, Warranties and Certifications**

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

- a) Participant 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 Participant or any of its assets is bound.
- b) Participant and all Project Personnel of Participant are fully capable and qualified to perform the described work and Participant's other obligations hereunder, and have obtained all requisite licenses and permits to perform such obligations.
- c) Participant 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, including, without limitation, the statutes referenced in Sections 4(d), 4(e), 8, 11 and 12.
- d) Participant and its employees are not employees, partners or joint-venturers of MassTech. Participant 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. Participant 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.
- e) Participant 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. Participant agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and Mass. Gen. Laws ch. 151B.
- f) Participant represents and warrants that all personnel performing work hereunder are eligible to work in the United States at the time of execution of this Agreement and that Participant has a continuing obligation to ensure such status during the term of the Agreement.
- g) Additional representations, warranties and certifications may be set forth in the SOW.

5. **Insurance**

Participant 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) and professional liability insurance. At MassTech's request, Participant will provide MassTech with copies of the certificates of insurance evidencing such coverage. Additional insurance requirements may be specified under the SOW.

6. **Indemnification**

To the fullest extent permitted by law, Participant shall indemnify and hold harmless the Commonwealth, MassTech, and each of their respective agents, officers, directors and employees (together with the Commonwealth and MassTech, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Participant under this Agreement, or (ii) any negligent acts or omissions or reckless or intentional misconduct of Participant or any of Participant's agents, officers, directors, employees or subcontractors. Without limiting the foregoing, Participant shall indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by Participant or any of its agents, officers, directors, employees or subcontractors. Furthermore, Participant does hereby release, remise, discharge, indemnify and hold harmless MassTech (defined for purposes of this Section to include MassTech and/or any of its parents, subsidiaries or affiliates, predecessors, successors or assigns, and its respective current and/or former partners, directors, shareholders/stockholders, officers, employees, attorneys and/or agents, all both individually and in their official capacities), from any and all actions or causes of action, suits, claims, complaints, liabilities, torts, debts, damages, controversies, judgments, rights and demands, whether existing or contingent, known or unknown, suspected or unsuspected, as of the date of this Agreement.

7. **Assignment and Subcontracting**

Participant shall not assign or in any way transfer any interest in this Agreement without the prior written consent of MassTech, including subcontracting any services except as otherwise included in the SOW attached hereto.

8. **Conflicts of Interest**

Participant acknowledges that all MassTech employees are subject to the Massachusetts Conflict of Interest statute, located at Mass. Gen. Laws ch. 268A.

9. **Record Keeping, Audit, and Inspection of Records**

Participant shall maintain books, records and other compilations of data pertaining to its activities under this Agreement to the extent and in such detail as shall properly substantiate claims for payment and Participant's performance of its duties under the Agreement. All such records shall be kept for a period of not less than seven (7) years or for such longer period as may be required by law (the "Retention Period"). The Retention Period starts on the first day after final payment under this Agreement is made. 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 action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MassTech, 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 Participant 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 Participant shall refund to MassTech the amount determined by such audit within thirty (30) days of Participant's receipt of such audit and demand.

10. **Publicity**

Participant shall coordinate with MassTech on any press releases, events, signs and to plan for any news conference concerning work hereunder. In any media produced by Participant, Participant will not represent that positions taken or advanced by it represent the opinion or position of MassTech.

11. **Public Records**

a) As a public entity, MassTech is subject to the Massachusetts Public Records Law (set forth at Mass. Gen. Laws ch. 66) and thus documents and other materials made or received by MassTech and/or its employees are subject to public disclosure. All information received by MassTech shall be deemed to be subject to public disclosure, except as otherwise provided herein. It is MassTech's expectation that the overwhelming percentage of documents and information it receives does not contain any information that would qualify for an exemption from disclosure under the Massachusetts Public Records Law. Participants should take great care in determining which documents they submit to MassTech and should assume that all documents submitted to MassTech are subject to public disclosure without any prior notice to the Participant.

b) If Participant wishes to have MassTech treat certain information or documentation as confidential, Participant must submit a written request to the MassTech General Counsel that details the type of information and/or documentation that the Participant wishes to be treated as confidential along with a detailed explanation supporting the application of the statutory exemption(s) from the Public Records Law cited by Participant. Participant should not submit any information to MassTech that it does not want publically disclosed, but should provide enough detail about the information it requests to be treated as confidential so that the General Counsel can make a determination about the applicability of the asserted statutory exemption(s) from the Public Records Law cited by the Participant.

c) The MassTech General Counsel will issue a written determination within a reasonable period of time concerning the applicability of an exemption from disclosure under the Public Records Law. If the General Counsel determines that an exemption is applicable, the written determination will specify the method of submission of the confidential information. The MassTech General Counsel is the sole authority within MassTech for making determinations on the applicability and/or assertion of an exemption to the Public Records Law. No employee of MassTech other than the MassTech General Counsel has any authority to address issues concerning the status of "Sensitive Information" or to bind MassTech in any manner concerning MassTech's treatment and disclosure of such documents.

d) By signing this Agreement, Participant acknowledges, understands and agrees that the procedures set forth herein are applicable to any documents submitted by Participant to MassTech and that Participant shall be bound by these procedures and the determination of the MassTech General Counsel.

12. **Treatment of Sensitive Information provided by MassTech**

a) Participants, as well as other third parties interacting with MassTech (collectively, the "Holding Party") may receive, have access to or create confidential, proprietary or otherwise sensitive information regarding MassTech, its activities, its employees and/or third parties, such as applicants, consultants, grantees, recipients or applicants under MassTech programs, which information is not generally known by or disseminated to the public as a matter of course. Such information is sometimes referred to as "Sensitive Information." MassTech expects all Holding Parties to maintain the highest degree of professionalism, integrity and propriety with respect to Sensitive Information at all times. In addition, the Massachusetts Conflict of Interest Statute, M.G.L. Chapter 268A, prohibits current and former state employees (defined in the statute to

include regular full-time and part-time employees, elected or appointed officials and independent Participants) from improperly disclosing certain categories of Sensitive Information or using it to further their personal interests, and the MA Fair Information Practices Act, Mass. Gen. Laws Chapter 66A, contains numerous legal requirements aimed at protecting "personal data" from improper disclosure.

b) MassTech's policy regarding a Holding Party's possession of Sensitive Information has two key elements: 1) Holding Parties should not request or accept any more Sensitive Information -- whether of a business or personal nature -- than is reasonably necessary under the circumstances; and 2) In the absence of a specific legal requirement compelling disclosure of Sensitive Information in a particular instance, all Holding Parties are expected to take appropriate measures to safeguard such information from improper use and disclosure.

c) Because the relevant legal requirements and the nature and scope of the information in question can create uncertainty, Holding Parties are urged to confer with MassTech's General Counsel if they have any questions about confidentiality, the scope or proper treatment of Sensitive Information, or MassTech's policies with respect to such topics. It should be noted that the obligations under these policies continue even after this Agreement is terminated.

13. **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 Participant agrees to bring any Federal or State legal proceedings arising hereunder in which the Commonwealth or MassTech 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.

14. **Force Majeure**

Neither party shall be liable to the other, or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance including the Term may be extended to account for delays excused by this Section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

15. **Amendments and Waivers**

The terms of this Agreement and any attachments thereto can be amended only through a written document executed by both Parties. Conditions, covenants, duties and obligations contained herein may be waived only by written agreement between the parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.

16. **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.

17. **Headings**

The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

18. **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.

19 **Entire Agreement, Amendments and Attachments**

The parties understand and agree that this Agreement and its attachments supersedes all other verbal and written agreements and negotiations by the parties regarding the matters set forth herein, and can only be amended by written agreement of the parties. The following, including without limitation any schedules, milestones, deliverables, budgets, and other terms relative to the nature of the work to be performed, are attached and incorporated into this Agreement:

- i. Attachment 1 – Statement of Work

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Grant Agreement Attachment 1**Statement of Work (SOW)****FOR REVIEW ONLY**

Pursuant to the terms and conditions of the Agreement and this SOW, MassTech and Participant agree as follows:

1. Performance of Work, Deliverables and Schedule

- a) Participant shall perform the work in accordance with the Project Plan in Attachment A (“Project Plan, Deliverables and Schedule”) and the Project Budget in Attachment B (“Budget & Rates/Invoice Template”). Participant is solely responsible for all project decisions, the preparation of all plans and specifications, and for developing the project in accordance with the Project Plan.
- b) *Deliverables.* Participant shall provide the MassTech Project Manager with the deliverables set forth in the Project Plan (the “Deliverables”).
- c) *Schedule.* The parties acknowledge that the dates listed in the schedule in the Project Plan are estimates and subject to change. Any changes to the schedule must be approved by the MassTech Project Manager in writing in advance (electronic mail acceptable), and shall be accepted without need for a formal amendment to this SOW provided that such changes shall not exceed the Term as set forth in Section 1, Term and Termination, of the Master Agreement.

2. Project Personnel

Both MassTech and Participant have designated the following persons to serve as Project Manager to support effective communication between MassTech and the Participant and to report on the work’s progress. Each party will endeavor to maintain the continuity of its respective project personnel.

For MassTech: Pat Larkin (Project Manager Email) (508-870-0312 ext. ext no)

For Participant: () ()

Participant Contact for Invoicing Matters: Name, Email and Phone

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

3. The Grant

As full compensation for MassTech’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, MassTech shall pay to the Participant a maximum amount of [WRITE OUT AMOUNT] Dollars (\$) for the cost elements identified in the Project Budget to be funded with MassTech funds, subject to the provisions and restrictions contained herein. In executing this SOW, Participant acknowledges and agrees that its receipt of the Grant does not create any rights of preference for Participant to receive subsequent funding from MassTech.

4. Other Requirements

Program Evaluation. The Participant agrees to support MassTech’s program evaluation activities, and MassTech’s goal to disseminate information regarding Participant’s experiences. To this end, the Participant agrees that its key personnel and contractors working on the project will be available at reasonable times with advance notice to be interviewed by MassTech or its authorized representatives for purposes of program evaluation or case study development.

5. Payments

The Participant shall follow Generally Accepted Accounting Principles (“GAAP”) as well as any applicable accounting standards related to the Participant’s receipt of other federal or state funds.

a) *Allowable Charges.*

- i. Capitalized Costs. All reimbursed costs must be considered actual capital costs and be capitalized as such on Participant’s books. The costs incurred must be in the performance of the Project Plan and specified on a line item of the Project Budget, as follows:

1. Capitalized Equipment: Capital Equipment purchased required for the project in accordance with the Project Budget.
2. Capitalized Buildings Improvements or Building Interior Fit-up: the cost of capitalized costs associated with building improvement and/or fit-up costs required for the project which shall not exceed the amounts set forth in the Project Budget;

- b) *Budget Adjustments.* The foregoing notwithstanding, the parties acknowledge that the costs listed in the Project Budget are estimated. Therefore, Participant may shift funds between the line items associated with each category provided that the totals for each category as set forth in the Project Budget are not exceeded. Any variance between budget categories or other budget modifications will be reviewed in accordance with MassTech’s Budget Guidelines in effect at the time.

- c) *Payment Terms.* MassTech shall pay the Participant within thirty (30) days after receipt of invoice and determination by MassTech that all proper documentation has been provided, unless MassTech should determine that any such payment or any part thereof is otherwise not properly payable pursuant to the terms of this SOW. Payment is contingent upon performance of the work, and submission of deliverables as specified in Attachment A.

d) *Invoices/Payment Schedule*

- i. Invoices shall be addressed to MassTech personnel identified in Section 2, Project Personnel, of this SOW.
- ii. Invoices shall be submitted using the Invoice Template included with the contract and must include an explanation of any variances from the contract budget on the supporting schedule. The invoice template includes a certification statement which must be signed by an authorized representative of the Participant.

Participant may submit invoices for payment quarterly **<(OR monthly)>**. Invoices shall provide reasonable documentation evidencing costs incurred for which reimbursement is being requested, such documentation to include copies of invoices for such vendor or subcontractors invoices which have been reviewed and approved by Participant prior to submission to MassTech.

6. Access and Use

Participant agrees to license or otherwise make available to MassTech in perpetuity, without charge, all materials prepared and produced for the project, including, without limitation, all plans, specifications and analyses developed in connection with the project for MassTech’s use and dissemination. Participant agrees that MassTech shall have the right to make use of and disseminate, in whole or in part, all work products, reports, and other information produced in the course of the project, and to use the information therein contained to produce summaries, case studies or similar information resources.

7. 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.

8. Amendments and Attachments

All conditions, covenants, duties and obligations contained in this SOW and its attachments may be amended only through a written amendment signed by Participant and MassTech. The following are attached and incorporated into this SOW :

- i. SOW Attachment A – Project Plan, Deliverables and Schedule
- ii. SOW Attachment B – Budget & Rates
- iii. SOW Attachment C – Invoice Template
- iv. SOW Attachment D – Invoice Certification Form

SOW Attachment A

Project Plan, Deliverables and Schedule

FOR REVIEW ONLY

SOW Attachment B

Budget & Rates

FOR REVIEW ONLY

SOW Attachment C

Invoice Template

(see Excel workbook)

FOR REVIEW ONLY

SOW Attachment D

Invoice Certification Form

FOR REVIEW ONLY

Invoice Number:

Grant Agreement and Statement of Work Number:

I hereby attest that the expenses reported and the attached associated supporting documentation for which we are seeking reimbursement:

- Have been recognized on Participant's books and recorded as a capital expenditure;
- Are allowable under and consistent with the terms and conditions of the Agreement and approved project budget;
- Are reasonable and appropriately allocated to the project; and
- Are not reimbursed by any other funding source

Certified by: _____
Organization

Signature of Authorized Signing Authority

Name and Title of Authorized Signing Authority

Date

Contact email and phone number