



Massachusetts Clean Energy Center

Request for Proposals:
Catalyst Program
and
Diversity in Cleantech – Early-Stage Program
Fall 2024

Date of Issue: August 19th, 2024
Proposals Due: September 30th, 2024, by 11:59 PM EST

I. SUMMARY

This Request for Proposal (this “RFP”) is being issued by the Massachusetts Clean Energy Technology Center (“MassCEC”) in order to seek applicants to MassCEC’s Catalyst Program (“Catalyst”) as well as MassCEC’s “DICES” Program (together the “Programs”). The Programs seek to stimulate the commercialization of early-stage clean energy and climate technologies developed in the Commonwealth of Massachusetts (the “Commonwealth”). The Programs are jointly administered by MassCEC and MassVentures.

In this solicitation, MassCEC intends to award up to Seventy-Five Thousand Dollars (\$75,000) in grant funding per project to a maximum of ten (10) total researchers and/or early-stage companies developing clean energy and climate technologies (“Climatetech”) (eligibility defined below). Award funding shall be used to demonstrate the feasibility of technologies in specific industry applications to obtain increased industry and investor interest. Particular emphasis will be placed on selecting technologies that can be a foundation for new companies and technologies that can support market entry and/or improve the competitiveness of existing Massachusetts companies.

- MassCEC seeks to award up to seven (7) qualifying Climatetech projects (see Section VI) under the Catalyst Program.
- Under the DICES Program, MassCEC will award at least three (3) additional qualifying Climatetech projects (see Sections V and VI for additional information).
- All proposed technologies must demonstrate a strong potential for climate impact and commercialization.

While Catalyst or DICES funding may be used to support prototype development of any technology or proposed business model that meets MassCEC’s definition of “Climatetech” (**as defined in Section VI below**), particular emphasis will be placed on identifying projects in one or more the following areas, as long as the proposed innovation relates to advanced and applied technologies that significantly reduce or eliminate the use of energy from non-renewable sources:

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

This Program invites participation in a two-part application process:

1. Applicants must first apply through the online application portal (linked on our [website](#)) that consists of a completed application (the “Application”) that meets the criteria outlined below.
2. In the event the proposal is selected, the applicant will be invited to pitch their proposal to a panel of Program judges.

II. ABOUT MASSCEC

MassCEC is a 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. ABOUT MASSVENTURES

MassVentures finds, funds, and fosters early-stage deep tech that fuels economic growth across the Commonwealth. MassVentures is intentional about supporting founders who have diverse backgrounds or are from diverse geographies in the state. Some examples of MassVentures' work in the Commonwealth includes:

- Facilitating technology transfer between research institutions and MA companies;
- Making equity investments in early-stage Deep Tech companies;
- Promoting collaboration between research institutions and the Commonwealth's innovation industry;
- Assisting in the growth of MA companies, including startups, by enhancing technological leadership; and
- Supporting regional and statewide economic development priorities.

By working closely with MassCEC in managing the MassCEC Catalyst Program, entrepreneurs have access to a wide variety of funding and technical assistance programs described at www.mass-ventures.com.

IV. PROGRAM GOALS AND DESCRIPTION

The goal of the Programs is to stimulate the commercialization of "Climatech" (as defined in Section VI below) and related innovation between Technology Readiness Level ("TRL") 2 ("technology concept and/or application formulated") and 4 ("Component and/or process validation in laboratory environment- Alpha prototype") by providing funding for prototype projects to test and measure the feasibility of the technology in specific market applications in order to advance its TRL. Please [use this calculator](#) and [this document](#) to conduct a TRL self-assessment and confirm Program fit. Project activities may include gathering initial data to demonstrate proof of concept, conducting market

research to demonstrate how the technology compares to existing technologies and its competitive advantages, and/or developing a prototype for the technology. Successful applicants will demonstrate a proposed project that:

- Addresses a critical energy/climate challenge and reduces or prevents greenhouse gas (“GHG”) emissions related to fossil fuels;
- Technology speaks to a significant commercial need in the energy market;
- Technology prototyped in the project has strong commercialization potential;
- Advances the technology’s commercial readiness;
- Enables an emerging Climatetech company to demonstrate the value of its technology to potential customers and investors; and
- Is viable and feasible within the timeframe allowed by the Programs.

Examples of successful prior proposals include:

- **Lithios (Cambridge):** developing an environmentally friendly, low-cost electrochemical process which aims to revolutionize global lithium production by enabling access to untapped, low-grade brine resources.
- **Florrent (Amherst) (DICES):** developing ultracapacitors that pair with batteries which will enable utilities to reliably deliver power from renewable sources.
- **University of Massachusetts Amherst (Amherst):** developing the wind Trawler, an autonomous, unmoored floating wind turbine.

V. DIVERSITY IN CLEANTECH EARLY STAGE (DICES)

MassCEC is committed to providing funding opportunities to Applicants who are underrepresented in the Climatetech industry or faced economic barriers entering the environmental or entrepreneurial landscape. The DICES Program seeks to provide access to funds and opportunities for those who can speak to how their lived experiences or economic context has caused barriers when entering the Climatetech industry. Examples of such barriers or experiences may include, but are not limited to:

- The Applicant has experienced direct underrepresentation in the Climatetech ecosystem in Massachusetts.
- The Applicant has not received substantial support, especially compared to other Applicants, towards the commercialization of their Climatetech project or research.
- The Applicant has experienced economic barriers to accessing or receiving capital for seed funding.

Applicants who are interested in applying for this program must fill out Section II. (DICES Statement) on the application.

All Applicants to the DICES program are subject to the same eligibility requirements for the Catalyst Program in addition to response to the DICES question on the Application. See Section X below for further information.

VI. ELIGIBILITY

Applicant:

An eligible applicant must be one of the following:

- A Principal Investigator (“PI”) at a Massachusetts-based nonprofit research institution;
- A Massachusetts-based early-stage Climatedtech company that (i) has not received in excess of Two Million Five Hundred Thousand Dollars (\$2,500,000) in combined debt or equity financing, grant funding, and revenues over the past five (5) years, and (ii) has four (4) or fewer full-time equivalent employees; or
- A student (or group of students) led by a faculty member or researcher who will act as the PI and will be responsible for managing the grant and reporting requirements.

Applicants may not submit Program Applications for the same idea or concept more than three (3) times, unless there has been a substantial change in the technology or market which advances the case for an award. MassCEC strongly encourages an applicant who is re-applying to either Program to highlight how the applicant has taken prior MassCEC and/or judge feedback into account in such applicant’s new proposals.

*Additional eligibility information for **researchers**:*

Any researcher or faculty member at a Massachusetts-based nonprofit research organization or institution of higher learning (including universities, colleges, hospitals, research institutes, and federal research labs) is eligible to apply. If an applicant is from a research organization, the applicant must have PI status in his or her home institution and the submission of a proposal under this RFP must be disclosed to said institution. PIs must discuss Applications with a member of the relevant grants and contracts office of such institution prior to submitting the Application, as any funding will flow through that office.

Catalyst funding for researchers can be used for student or PI-related personnel costs (e.g., PI summer salary) as well as materials and other project-related costs. While any type of research that meets the criteria described above is eligible for Catalyst funding, MassCEC encourages researchers to scope projects that enable spin-out of existing areas of research into a start-up or a set of licensable intellectual property for commercialization. MassCEC is also particularly interested in encouraging “sponsored research” relationships between cleantech startups or corporate ecosystem partners and the Commonwealth’s research institutions.

*Additional eligibility information for **early-stage companies**:*

- The company may not have more than four (4) full-time equivalent employees.
- It is acceptable for companies to have received funding from other sources, including other government agency grant funding, foundation grants, business plan competitions or other private sources, so long as total equity and debt financing and grant funding does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) over the past five (5) years.
- The company’s primary manufacturing operations (if applicable), headquarters, primary sales and marketing, and primary research and development operations must be located in Massachusetts.

Companies may be student-led; however, if any of the company’s intellectual property (“IP”) has been licensed or is to be licensed from a university, then verification of the license or option to license must be provided. A pre-incorporation entity may submit an Application, but proof of incorporation will be necessary in order to receive the award.

Additional eligibility information for applicants applying for consideration under DICES:

- DICES Applicants must be early-stage companies. Researchers are not eligible for the DICES program.
- DICES Applicants must fill out section II on the application form to be considered for the DICES program and meet the intention of the DICES Program, as described in Section V.

Both Programs award only “Clean Energy and Climate Technologies” or “Climatetech”

For the purposes of this RFP, the term “Climatetech” shall mean “...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 or any other renewable, nondepletable or recyclable fuel...” (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”](#)). Please note that technologies related to coal, oil, nuclear power, woody biomass, and natural gas (except where used in fuel cells) will not be considered Climatetech for purposes of this RFP.

Note: The above Climatetech definitions relate specifically to **offsetting of fossil fuel usage** from non-renewable energy sources (e.g. carbon dioxide). To underscore this clarification with an example, technology that reduces emissions from livestock or agriculture (such as methane) that does not directly impact any **energy** savings would not be prioritized for funding.

While addressing the clean energy and climate impact of the technology, it is recommended that applicants reference [MassCEC’s Total Addressable Carbon \(TAC\) analysis](#) (search under “FAQ”) in order to quantify the **GHG emissions** that can be reduced, avoided, or remediated. Other quantification methods include but are not limited to potential megawatt-hours of clean energy generated, tons of carbon dioxide emissions avoided, energy savings compared to existing or alternative technology(ies), efficiency improvement over existing technology(ies), and other clean energy and climate impacts.

VII. ESTIMATED TIMELINE

Applications will be accepted on a semi-annual basis. MassCEC will post a notice on the Program webpage when each round is open. Applicants can expect the following ***approximate*** schedule, subject to adjustments at MassCEC’s discretion:

Schedule for Awards

August 19, 2024

Application Period Opens

September 16, 2024	Deadline to submit questions
September 19, 2024	MassCEC to post responses to questions
September 30, 2024	Applications Due by 11:59PM
Early November	Applicants Notified of Finalist Status
Week of December 9, 2024	Finalists' Presentations
Late January 2025	Finalists Notified of Award Status

Process for Awards

The steps in the process are as follows (all steps are required):

1. Proposals are received through the online Application portal ([linked on MassCEC's website](#)) and distributed to a judging pool of independent industry experts for review;
2. Written proposals are reviewed and scored;
3. Finalists are selected and notified;
4. Finalists submit a draft pitch deck to MassCEC and MassVentures about their technology/project and intended use of Program funds;
5. Finalists are coached on presentation content, style, and delivery;
6. Finalists present final pitches to and discuss their project to be judged and scored by a pool of independent industry experts;
7. Awardees are notified and feedback is provided to all finalist teams; and
8. Awardees execute contract with MassVentures and provide progress reports/deliverables as required by the contract.

Please note: If awarded a Catalyst or DICES Award, the company/host institution and award will be disclosed to the public.

MassCEC and MassVentures staff oversee the awards process and approve the final recommendations from the judges. MassCEC and MassVentures determinations are final and not subject to discussion. **In addition, MassCEC and MassVentures reserve the right to reject an applicant if the applicant violates any criteria in the Application guidelines or does not provide sufficient information in the proposal.**

VII. HOW TO APPLY

Applicants must apply through the online Application portal ([linked on MassCEC's website](#))

Proposals should include:

- The completed proposal online submission ([linked on MassCEC's website](#))
- Optional attachments might include, but are not required nor limited to the following: resumes for team members, letters of support, schematics or diagrams
 - Maximum file size of 4MB
- **Please note:** The 11-page maximum listed on the application is for the application form itself; attachments do not count as part of the 11 page maximum.

Do not disclose any proprietary information in your proposal. Applicants will receive a reply e-mail as a confirmation for receipt of a completed proposal. For more details on virtual office hours or a webinar for the Programs, please visit <https://www.masscec.com/program/catalyst-and-dices>.

MassCEC reserves the right to disqualify any submission at its sole discretion. Proposals that are not received by the close of the Application period will not be considered. To view a complete list of MassCEC startup and research funding programs, please visit <https://www.masscec.com/funding>. You may also receive email notifications targeted at startups by subscribing to “Tech-to-Market” or other relevant email lists at <https://www.masscec.com/subscribe>.

IX. BUDGET

Uses of Funds

Typical uses of Program Award funding (maximum Seventy-Five Thousand Dollars (\$75,000)) include:

- Conducting further defined research on an invention that will lead to proof of concept or prototypes, including funding a PhD student, PI summer salary, or employee salary;
- Undertaking testing of a technology or material to obtain initial data on performance;
- Performing initial user testing, validation, and interface or design refinement;
- Funding independent third-party testing under industrial conditions;
- Hiring outside expert consultants to validate technology; and
- Purchase of project-specific equipment and supplies.

If the host institution requires overhead for the award, Applicants must specifically identify such overhead in the budget. Many institutions have waived overhead for this award. Applicants are encouraged to seek a waiver from their host institutions. Applicants must verify their host institutions' overhead policy prior to submitting an application.

Please note that funds may not be used for the following:

- Basic or fundamental research;
- Publicity expenses (e.g., the development of marketing materials);
- Legal and other expenses of business formation and operation;
- Attendance at scientific conferences or other travel; or
- Purchase of computer or other unrelated equipment.

X. SELECTION CRITERIA

The reviewers will be asked to evaluate Applications based on the following criteria for both Programs, scoring on a scale of 1-5 for each criteria, and then averaged to result in a total average score out of 25:

- **Technical merit:** The proposed technology is at the TRL 2-4 stage, and this is justified by appropriate validation. The product is innovative and has early indications that it will work. The basic operation of the Climatetech is proven in principle (not basic research). Applicants are

strongly encouraged to include early performance data, simulation data, etc. to prove early technical merit. A preliminary design or formulation has been developed that is suitable for the prototype stage.¹ A product based on this Climatetech product will likely disrupt an existing market or provide a novel solution. The Climatetech is defensible and in addition will have a strong and sustainable competitive advantage.²

- **Commercialization potential:** The market is large and/or experiencing strong, sustainable growth with rapid adoption of technologies. The value proposition is logical, well-defined, and has clear barriers to entry. A strong customer base with ongoing revenue likely. A strong impact on market.
- **Clean energy impact:** If successful, the Climatetech demonstrates the potential for a transformational clean energy and climate impact, with significant improvement over current state-of-the-art. The technology could mitigate a substantial amount of GHG emissions (tens of millions of tons annually).
- **Applicant Team:** Applicant has relevant skills, qualifications, and experience to lead execution of the project. Team is being led by an entrepreneurial repeat CEO or PI and has significant industry knowledge. Team shows they are knowledgeable on the steps needed to commercialize the invention.
- **Impact of project plan:** The project plan and budget are suitable to achieve well-defined and commercially significant milestones. A compelling plan will advance the Climatetech. At completion of project, Applicant is very likely to attract follow-on funding.

DICES

Reviewers will be asked to evaluate the DICES Statement for a DICES grant if it is completed. The DICES Statement can merit up to an extra 2 points, additional to the average score of the criteria listed above.

- +0 = DICES is not applicable (i.e., it was not completed, or is not a good fit),
- +1 = Applicant qualifies for DICES but could expand
- +2 = Applicant demonstrates sufficient need and justification for DICES funding.

The additional 1-2 points would be added to the average score that resulted from the scoring of the 5 criteria listed above.

The response to the DICES statement question shows the applicant is underrepresented in the Climatetech industry or has experienced economic barriers entering the Climatetech or the entrepreneurial landscape. It is clearly demonstrated that this Applicant would greatly benefit from a DICES grant.

For the purposes of the DICES Program, MassCEC is interested both in technology innovation as conventionally defined and in proposals that encourage entrepreneurship among entrepreneurs who have faced economic barriers or are underrepresented in the Climatetech industry. DICES is also

¹ Note: these qualifiers correspond to a Technology Readiness Level of approximately 2 – 4.

² Note: these qualifiers correspond to a Commercial Readiness Level of 3 – 4.

interested in proposals that seek to expand clean technology markets to underrepresented or hard-to-reach consumer bases.

Proposals should be concise, yet complete in description. Reviewers with technical and business backgrounds will be carefully selected; however, they may not be familiar with any given applicant's particular technology. Applicants must provide information that will enable them to judge the technical feasibility and the commercial value of the applicant's Climatetech and shall not disclose any proprietary information.

XI. CONTACT INFORMATION FOR QUESTIONS

All questions regarding the Program and this RFP should be directed to companycatalyst@masscec.com. Responses to submitted questions, and other frequently asked questions, will be posted by September 19th, 2024.

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. Applicants may not send MassCEC any confidential or sensitive information in response to this RFP; if MassCEC receives any confidential or sensitive information in response to this RFP, then MassCEC shall, in its sole discretion, determine whether any particular document, material, data, or other information is exempt from or subject to public disclosure. **Applicants acknowledge and agree that they shall not send MassCEC any confidential or sensitive information in response to this RFP.**

DISCLAIMER & WAIVER AUTHORITY

This RFP does not commit MassCEC to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. MassCEC reserves the right to accept or reject any or all Applications received, waive minor irregularities in submittal requirements, modify the anticipated timeline, request modification of the Application, negotiate with all qualified applicants, cancel or modify the RFP in part or in its entirety, or change the Application guidelines, when it is in MassCEC's best interests.

This RFP has been distributed electronically using MassCEC's website. It is the responsibility of applicants to check the website for any addenda or modifications to an RFP to which they intend to respond. MassCEC accepts no liability and will provide no accommodation to applicants who submit an Application based on an out-of-date RFP document.

CONTRACT REQUIREMENTS

For Catalyst and DICES awardees – Within sixty (60) days of the date of award notification, an awardee and MassVentures shall successfully execute a grant agreement which will set forth the respective roles and responsibilities of the parties, as set forth in Section VI.

Upon successful contract execution, all awardees shall be required to submit the following reporting materials:

- three (3) metrics collection templates: (1) at contract execution, 2) at mid-project, and 3) at project completion
 - For the second metrics collection period at the mid-project point, awardees shall be required to complete an Emissions Reduction Potential analysis (“ERP”). Guidance on how to complete the ERP shall be provided by MassCEC and MassVentures.
- Two (2) reports on the project’s status: 1) at mid-project, and 2) at project completion. Templates will be provided by MassCEC and MassVentures.

INTERACTIONS WITH OTHER MASSCEC PROGRAMS

Applicants may apply for the same project to both Catalyst/DICES and another MassCEC program, provided that it has not been *awarded* funds under another MassCEC program for the same scope of work. MassCEC has no restrictions against considering simultaneous Applications for the same project in multiple programs, assuming the project meets multiple programs’ eligibility criteria, but will only award a project under at most one (1) program. Applicants are encouraged to consider both programmatic fit and timeline considerations when determining under which program(s) to apply.

If the applicant is a previous awardee of another MassCEC program, such as AmplifyMass, it is still eligible to apply, provided that the scope of work being proposed under the Catalyst/DICES project is unique and does not replicate work that MassCEC has previously funded. However, MassCEC reserves the right to disqualify Applications which have not been compliant with previous MassCEC awards.

Please review the Sample Agreement in Attachment 2. You acknowledge that if your proposal is accepted by MassCEC, then you shall be bound to enter into an agreement with MassVentures on the same terms as those found in the Sample Agreement in Attachment 2 in order to receive grant funds.

ATTACHMENT 1: AUTHORIZED APPLICANT'S SIGNATURE AND ACCEPTANCE FORM

Request for Proposals: Catalyst and DICES Programs

The undersigned is a duly authorized representative of the applicant named below (the "Applicant"). 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 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 MassVentures that shall set forth the terms and conditions (to be the same to those set forth in the Sample Agreement in Attachment 2, together the respective roles and responsibilities of the Applicant, and each member of its team, and MassVentures, 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: _____

5. Grant Amount; Rescission: MassVentures will distribute the grant funds to Recipient in three (3) installment payments as set forth in Attachment A.

Grant Amount. The Parties acknowledge and agree that the award amount in Section 2 is a maximum authorization, and MassVentures is under no obligation to transfer the full amount to Recipient, or any amount, in the event Recipient does not reasonably adhere to Scope of Work set forth in Attachment A, Recipient shall promptly notify MassVentures in writing (email acceptable) if it will not require all of the Grant funds to satisfy the requirements of this Agreement and shall return any unused Grant funds to MassVentures within forty-five (45) days of Recipient's notice to MassVentures.

Rescission. If Recipient 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 MassVentures reasonably believes that such an event is imminent, MassVentures, acting in its sole discretion, may rescind the remaining undisbursed portion of the Grant.

6. Recipient's Certification: Recipient certifies under the pains and penalties of perjury that pursuant to M.G.L. c. 62C, s. 49A, the Recipient has filed all applicable state tax returns, paid all applicable taxes and complied with all applicable laws of the Commonwealth (as defined in Section 17 hereof) relating to taxes; that pursuant to M.G.L. c.151A, s.19A(b), has complied with all applicable laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and that pursuant to M.G.L. c. 152, has complied with all applicable laws of the Commonwealth relating to Worker's Compensation. The Recipient further certifies under the pains and penalties of perjury that the Recipient is in compliance with all applicable Federal and State employment statutes, rules and regulations, including, but not limited to those dealing with the payment of wages and prohibiting discrimination in employment. Pursuant to federal law, Recipient shall verify the work authorization of all workers assigned to this Agreement without engaging in unlawful discrimination; and Recipient shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.
7. Availability of Funds: Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at any time not forthcoming or insufficient, either through the failure of the Commonwealth of Massachusetts or MassVentures to receive funds, appropriate or authorize the use of funds, or a discontinuation or material alteration of the program under which grant funds were provided, this Agreement shall be terminated immediately upon the Recipient's receipt of notice from MassVentures to said effect, without liability to MassVentures for damages, penalties or other charges arising from early termination.
8. Termination: This Agreement may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Recipient fails to fulfill its obligations under this Agreement or associated Attachments, MassVentures may terminate this Agreement by giving written notice to the Recipient at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by MassVentures. Upon termination of this Agreement for any reason, the Recipient shall promptly return to MassVentures any funds awarded by MassVentures that remain unexpended or unobligated by Recipient as of the date of termination.
9. Recipient's Qualifications and Performance: In accordance with the terms and conditions of this Agreement, the Recipient represents that it shall comply with all requirements of the RFP and the Proposal and if Recipient is to provide services hereunder, it has obtained all requisite licenses and permits to perform the services. In addition, the Recipient agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.

10. Disclaimer: Nothing in this Agreement shall be deemed to create a partnership, joint venture, employment relationship or agency relationship between the Recipient and MassVentures, nor create between the Parties nor as to any third party any legal rights or responsibilities other than those explicitly contained herein. MassVentures shall not be obligated under any contract, subcontract, or other commitment made by the Recipient.
11. Publication, Publicity; Use of Name:
 - a. Each party 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, but not limited to, any media pitches, interviews, embargoed materials, photo opportunities, blogs, guest columns, media events or editorial boards which relates to this Agreement or MassCEC (each, a “Public Statement”) and shall in no event be permitted to publish, release, or otherwise disseminate any such Public Statement without MassCEC’s prior written consent.
 - b. Recipient agrees that MassCEC 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 as set forth in Section 14 below.
 - c. Recipient will be free to distribute and publish research results and other products of their research in works such as academic journals, books, online publications, unpublished working papers, reports, information included in presentations for academic seminars and conferences, and other materials based on the research activities conducted under this Agreement.
12. Conflict of Interest Prohibited: The Recipient represents to its knowledge that none of its officers, directors, employees, agents, contractors, managers or other representatives have or will have a personal financial interest in the expenditure of the funds awarded under this Agreement. Recipient acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Recipient agrees to comply with all requirements of the statute in the performance of this Agreement.
13. Recordkeeping, Audit, and Inspection of Records: The Recipient shall maintain books, records and other compilations of data pertaining to the expenditure of funds pursuant to this Agreement to the extent and in such detail as shall properly substantiate the propriety of the expenditures. All such records shall be kept for a period of seven (7) years from the date of last expenditure. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting there from, or until the end of the applicable retention period, whichever is later. MassVentures or any of its duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Recipient which pertain to the provisions and requirements of this Agreement. Such access shall include on-site audits, review, and copying of records.
14. Reports: In connection with reports prepared by Recipient for or at the request of MassVentures (collectively, the “Report Deliverables”), Recipient hereby grants to MassVentures, and its respective successors and assigns the right to use the Report Deliverables for its internal non-commercial educational and research purposes.
15. Compliance with Laws: The Recipient shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the Commonwealth and any governmental authority when expending funds awarded pursuant to this Agreement.
16. Confidentiality/Privacy: Recipient shall comply with all applicable state and federal laws and regulations relating to confidentiality, privacy, and security. In the performance of this Agreement, the Recipient may acquire or have access to “personal information” (as defined by M.G.L. c.93H), or “personal data” and become a “holder” of such personal data (as defined by M.G.L. c. 66A). Such “personal information,” and “personal data” shall be deemed to be “Personal Information.” Recipient shall implement feasible safeguards to restrict access and ensure the security, confidentiality and integrity of all Personal Information owned, controlled, stored, or maintained by MassVentures and provided to or accessed by Recipient in the

performance of services irrespective of the medium in which it is held. The Recipient agrees that it shall inform each of its employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality, privacy, and security.

As public entities, MassCEC and MassVentures are subject to the Commonwealth's Public Records Law, codified at M.G.L. c. 66 (the "Public Records Law"). Recipient acknowledges and agrees that any documentary material, data, or other information submitted to MassCEC or MassVentures are presumed to be public records. An exemption to the Public Records Law may apply to certain records, including materials that fall under certain categories under a statutory or common law exemption, including the limited exemption set forth in M.G.L. c. 23J, Section 2(k) regarding certain types of confidential information submitted to MassCEC or MassVentures by an applicant for any form of assistance. Recipient shall be solely responsible for considering what documents, materials, data, and other information are submitted to MassCEC or MassVentures in connection with this Agreement.

17. Choice of Law: This Contract is entered into in the Commonwealth of Massachusetts (the "Commonwealth"), and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
18. Forum Selection: The Parties agree to bring any action arising out of or relating to this Agreement or the relationship between the Parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Recipient expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by MassVentures or the Commonwealth arising out of or relating to this Agreement, or the relationship between the Parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the Parties.
19. Assignment and Delegation: The Recipient shall not assign or in any way transfer any interest in this Agreement without the prior written consent of MassVentures, nor shall the Recipient subcontract any service without the prior written approval of MassVentures. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.
20. Severability: If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.
21. Waivers: All conditions, covenants, duties and obligations contained in this Agreement can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.
22. Amendments: This Agreement may be amended only by written agreement of the Parties, executed by the Parties' respective authorized representatives and in compliance with all other regulations and requirements of law.

23. Entire Agreement, No Third-Party Beneficiaries: This Agreement is the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or verbal, relating to the subject matter herein. MassVentures and Recipient hereby acknowledge and agree that, except as expressly set forth herein in Sections 5 and 15 with respect to MassCEC, there are no third party beneficiaries to this Agreement, and, accordingly, except as expressly set forth herein with respect to MassCEC, no third party shall have the right to enforce this Agreement for the benefit of such third party or against the interests of Recipient or MassVentures.

24. Notice: Unless otherwise specified, any notice hereunder shall be in writing addressed to individuals at the address indicated below (Name, postal address, phone, email address). The individuals named below shall also be the primary contact persons for any inquiries concerning this Agreement:

To MassVentures: Vinit Nijhawan, Managing Director, MassVentures,
1075 Main Street, Suite 100, Waltham, MA 02451
Phone 978-590-0400, vnijhawan@mass-ventures.com

To the Recipient: _____

25. Indemnification; Limitation of Liability:

- a. To the fullest extent permitted by law, each Party shall assume liability for its own acts of negligence or willful misconduct in the performance of its obligations hereunder in accordance with the Massachusetts Tort Claims Act (M.G.L. c.258)
- 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 employees', agents', or assigns' performance of the Project under this Agreement.

26. Counterparts: This Agreement may be executed in two (2) or more counterparts, and by the Parties on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. 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 implications of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**Massachusetts Technology Development Corporation,
dba MassVentures**

RECIPIENT

Sig: _____

Sig: _____

Name: Charles Hipwood

Name: _____

Title: President and CEO

Title: _____