

MassTech Draft Mapping Services Agreement Template

DRAFT TEMPLATE

MASSACHUSETTS TECHNOLOGY COLLABORATIVE

Mapping Services Agreement Between Massachusetts Technology Collaborative and ICMPartnerName

This Agreement and any Attachments and Exhibits 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 ICMPartnerName, with a principal place of business at ICMPartnerPrimaryAddressLine1, ICMPartnerPrimaryAddressLine2, ICMPartnerPrimaryAddressCity, ICMPartnerPrimaryAddressState, ICMPartnerPrimaryAddressZipCode ("Participant" or "_____"), together the Parties. This Agreement shall govern certain activities and responsibilities to be carried out by Participant on behalf of MassTech, a grantee of the U.S. Department of Commerce ("USDC") Economic Development Administration ("EDA").

Whereas, MassTech has been awarded funds for the services set forth in Exhibit 2 hereto (the "Project") with a project period of 10/01/2021 through 03/31/2024, by the Commonwealth of Massachusetts Executive Office of Housing and Economic Development ("EOHED") funded by a grant to the Commonwealth from the U.S. Economic Development Administration ("EDA") through the FY 2021 American Rescue Plan Act (ARPA) Statewide Planning, Research, and Networks Notice of Funding Opportunity, (EDA-HDQ-ARPRN-2021-20006986), (the "Award"), in a notice of award attached hereto as Exhibit 6 (the "Notice of EDA Award"); and

Whereas, MassTech has entered into an agreement with EOHED setting forth the terms and conditions of the Award (the "EOHED Agreement"), which sets forth additional required terms attached hereto as Exhibits 7-9; and

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

Whereas, work performed in support of the Project may be funded in whole or in part by the Award;

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. **Compliance with Award Terms**

Participant shall perform all activities funded by this Agreement in accordance with the following, including any amendments thereto: (i) the Certifications attached hereto as Exhibit 1; (ii) the Statement of Work attached hereto as Exhibit 2; (iii) the Approved Budget and Budget Spreadsheet, attached hereto as Exhibit 3 and Exhibit 3A; (iv) Invoice Certification Form attached hereto as Exhibit 4; (v) Additional Information, Terms and Conditions attached hereto as Exhibit 5; (vi) the Notice of EDA Award attached hereto as Exhibit 6; (vii) Commonwealth of Massachusetts Application for Economic Development Administration Statewide Planning Grant attached hereto as Exhibit 7; (ix) Specific Award Conditions US Department of Commerce, Attached hereto as Exhibit 8; and (x) Department of Commerce Financial Assistance Standard Terms and Conditions, attached hereto as Exhibit 9. Participant agrees that upon the request of MassTech it will negotiate in good faith with MassTech to incorporate additional provisions to the Attachments or Exhibits herein or to change provisions hereof, as MassTech may reasonably deem necessary, in order to comply with the Award, the terms of this Agreement, its Exhibits and any amendments thereto. If any such amendment to this Agreement causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work

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under this Agreement, an equitable adjustment shall be negotiated between the parties.

2. Period of Performance and Termination

- a) This Agreement shall take effect ICMContractEffectiveDate (the "Effective Date") and shall remain in effect until ICMContractPeriodofPerformanceEndDate (the "Term" or "Period of Performance").
- b) MassTech may terminate this Agreement or any part hereof by written notice to the Participant, should EOHED terminate the EOHED Agreement or any part thereof. The Parties will negotiate in good faith a reasonable and timely adjustment of all outstanding issues between the Parties as a result of termination. MassTech may terminate this Agreement in the event of an unforeseen public emergency or other change of law mandating immediate MassTech action inconsistent with performing its obligations.
- c) Closeout. Upon termination or expiration 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 or associated with the activities 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. Final payment request(s) under this Agreement must be received by MassTech no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by MassTech after this date without authorization from MassTech. In consideration of the execution of this Agreement by MassTech, Participant agrees that acceptance of final payment from MassTech will constitute an agreement by Participant to release and forever discharge MassTech, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Participant has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. Participant's obligations to MassTech under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of MassTech. Such requirements shall include, without limitation, submitting final reports to MassTech and providing any closeout-related information requested by MassTech by the deadlines specified by MassTech.
- d) Sections 5 through 27 of this Agreement shall survive termination.

3. Notices

- a) All communications to MassTech regarding legal issues shall be emailed to MassTech General Counsel Jennifer Saubermann at saubermann@masstech.org.
- b) All communications regarding any other issues shall be emailed or delivered to the personnel specified in Section 2 of Exhibit 1 (the SOW), **Project Personnel**. Any notice hereunder shall be in writing and shall be effective (i) if dispatched by 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.

4. 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.

5. Participant's Representations, Warranties and Certifications

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

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- 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 without limitation.
- 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.

6. **Ownership of Intellectual Property, Data Rights, and Title**

Ownership of any intellectual property, data rights, and property and equipment title rights hereunder shall be determined in accordance with the specifications of the SOW, Exhibit 2.

7. **Insurance**

To the extent the Participant does not participate in a self-insurance program, 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.

8. **Indemnification**

To the extent permitted under laws of the Commonwealth of Massachusetts, Participant shall indemnify, defend and hold harmless MassTech and its successors and assigns, and all of its officers, directors, agents and employees from and against any and all claims, suits, actions, judgments, demands, losses, costs, attorney's fees, expenses, all damages and liability to the extent caused by, resulting from, or arising out of the a) intentional acts, negligent acts, errors, omissions, or allegations thereof, of Participant, its employees, agents or representatives in the

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performance of the services under the Agreement, or b) claims of intellectual property infringement by Participant.

9. **Damages Waiver**

Excluding damages caused by the indemnifying parties negligence, intentional misconduct, or intellectual property infringement, neither Party will be liable to the other or to any third party for loss of profits, or special, indirect, incidental, consequential or exemplary damages, including costs, in connection with the performance of any obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages.

10. **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.

11. **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.

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

Participant will comply with the audit requirements of 2 CFR 200, Subpart F Audit Requirements. Participant's relevant financial records specific to this Agreement are subject to examination or audit by MassTech, EOHEd or the Federal Government for a period not to exceed three (3) years after payment of the final invoice. MassTech, EOHEd or the Federal Government shall have direct access to sufficient records and information of Participant, to ensure full accountability for all funding under this Agreement. Participant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Such audit, examination, or access will be performed during business hours on business days upon prior written notice and shall be subject to the security requirements of the audited party. Participant understands and agrees EOHEd staff and authorized representatives may evaluate any entities with whom MassTech executes a contract or other form of legal agreement in order to complete the activities funded under this Agreement, through ongoing monitoring. As deemed appropriate by EOHEd, EOHEd's staff and authorized representatives may also conduct further reviews and site-visits during the contract term, which may include fiscal reviews. EOHEd staff shall use interviews, inspection of files, site visits and direct observation to identify program areas of concern so that contractors can improve their productivity, efficiency, quality, and management capacity.

13. **Publicity**

Concerning work hereunder, Participant shall get written consent from MassTech prior to issuing press releases, announcing events, or posting any signs or media, and shall coordinate with MassTech to plan for any news conferences. In any media produced by Participant, Participant will not represent that positions taken or advanced by it represent the opinion or position of MassTech. Participant shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of MassTech or any State or Federal Agency without specific written pre- approval.

14. **Public Records**

As a public entity, MassTech is subject to the Massachusetts Public Records Law (set forth at Mass. Gen. Laws ch. 66) and thus all documents and other materials made or received by MassTech and/or its employees are subject to public disclosure. Participant should not submit any information to MassTech that it does not want publically disclosed, and should assume that all submissions are subject to public disclosure without any prior notice, even if marked confidential. If Participant wishes to have MassTech treat certain information or documentation as confidential, Participant must submit a written request to MassTech's General Counsel specifying

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the type of information that the Participant wishes to be treated as confidential along with a detailed explanation of the statutory exemption(s) from the Public Records Law. MassTech's 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.

15. Sensitive Information.

MassTech and Participant, as well as other third parties interacting with them, may receive, distribute, have access to or create confidential, proprietary or otherwise sensitive information which 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 the parties to maintain the highest degree of professionalism, integrity and propriety with respect to Sensitive Information at all times. Accordingly, MassTech's Policy and Procedures Regarding Submission of "Sensitive Information" and For Holding Parties in Possession of "Sensitive Information" are attached hereto as Attachment A and incorporated into this Agreement by reference.

16. Suspension and Debarment

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Participant is required to verify that none of the Participant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) Participant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.P.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This is a material representation of fact relied upon by MassTech. If it is later determined that Participant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to MassTech, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) Participant agrees to comply with the requirements of 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Agreement. Participant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

17. Clean Air Act and the Federal Water Pollution Control Act

Clean Air Act

- (1) Participant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) Participant agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) Participant agrees to include these requirements in each sub-agreement exceeding \$100,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

- (1) Participant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

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- (2) The Participant agrees to report each violation to MassTech and understands MassTech will, in turn, report each violation as required to assure notification to EOHEd and the appropriate Federal Environmental Protection Agency Regional Office.
- (3) Participant agrees to include these requirements in each sub-agreement exceeding \$100,000 financed in whole or in part with Federal assistance.

18. **Choice of Law**

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts without regard to choice of law principles. Venue for all disputes arising from this Agreement, including but not limited to any mediation or arbitration commenced, shall be in Middlesex County, Massachusetts. Any judgment issued shall award the prevailing party its reasonable attorneys' fees and related costs. Participant shall comply with all applicable state and federal laws, regulations, executive orders, policies, procedures, and directives.

19. **Force Majeure**

Neither Party shall be liable for any failure to perform due to any cause beyond their reasonable control and without their 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. This Agreement shall be completed with such adjustments as are reasonably required by the existence of Force Majeure or this Agreement may be terminated for convenience.

20. **Amendments and Waivers**

The terms of this Agreement and any attachments and exhibits 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.

21. **Severability**

Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power or enforceability of any other clause or provision of this Agreement.

22. **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.

23. **No Obligation by Federal Government**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to MassTech, Participant, or any other party pertaining to any matter resulting from the Agreement.

24. **Program Fraud and False or Fraudulent Statements or Related Acts**

Participant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Participant's actions pertaining to this Agreement. Participant shall maintain and utilize systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Agreement.

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25. Equal Opportunity

Participant shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

26. 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.

27. Entire Agreement, Attachments, Exhibits, Amendments and Order of Precedence

The parties understand and agree that this Agreement and its exhibits and attachments supersede all other verbal and written agreements and negotiations by the parties regarding the matters set forth herein, are fully incorporated by reference, 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, without precedence:

- i. Exhibit 1 - Certifications
- ii. Exhibit 2- Statement of Work
- iii. Exhibit 3 - Approved Budget
- iv. Exhibit 3A- Budget Spreadsheet
- v. Exhibit 4 - Invoice Certification Form
- vi. Exhibit 5- Additional Information, Terms and Conditions
- vii. Exhibit 6- Notice of EDA Award
- viii. Exhibit 7- Commonwealth of Massachusetts Application for Economic Development Administration Statewide Planning Grant
- ix. Exhibit 8- Specific Award Conditions U.S Department of Commerce
- x. Exhibit 9- Department of Commerce Financial Assistance Standard Terms and Conditions
- xi. Attachment A- MassTech Policy and Procedure Regarding Sensitive Information

In the event of any conflict, the 1) Notice of EDA Award, 2) Additional Information, Terms and Conditions, 3) Specific Award Conditions U.S Department of Commerce, 4) Department of Commerce Financial Assistance Standard Terms and Conditions, and 5) MassTech Agreement Terms and Conditions shall govern, in that order.

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

ICMPartnerName

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Exhibit 1

Certifications

I. Lobbying

The undersigned, on behalf of ICMPartnerName, certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

II. Debarment, Suspension and Other Responsibility Matters

The undersigned, on behalf of ICMPartnerName, certifies, to the best of his or her knowledge and belief, that:

1. They understand and are in compliance with Section 16, Suspension and Debarment, of the Agreement.
2. They are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
3. They have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
4. They are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
5. They have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

III. Holders Maintaining Personal Data

The undersigned, on behalf of ICMPartnerName, certifies, to the best of his or her knowledge and belief, that:

1. They are in compliance with all Federal and State laws and regulations applicable to personal

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data, including but not limited to M.G.L. c. 66A, M.G.L. c. 93H, and M.G.L. c. 66 sec. 17A.

These certifications are material representations of fact upon which reliance was placed when this transaction was made or entered into. The undersigned shall require that the language of these certifications be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: _____

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Exhibit 2

Statement of Work

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

Participant shall perform the agreed upon work in accordance with the specifications and Budget set forth below.

Scope

MassTech has entered into an agreement with EOHEd for MassTech to:

Participant will perform the tasks set forth below in support of the Project for the Period of Performance as set forth in Section 2, Term and Termination, of the Agreement.

Schedule

Deliverables

Participant shall submit:

- Monthly narrative style status reports which shall be submitted no later than the 15th of the month for the prior monthly report. Status reports must include:
 - a clear, concise overview of the activities undertaken during the reporting period;
 - descriptions of accomplishments, benefits, and impacts of the Project and activities, including specific outcomes of Project activities such as job creation/retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, and other positive economic benefits;
 - upcoming or potential press events or opportunities for collaborative press events to highlight Project activities and benefits;
 - a comparison of Project progress with the Project timeline and explanations of any departures from the targeted schedule, descriptions of how these departures will be remedied, and projections of the course of work for the next period;
 - an outline of challenges that currently impact or could impact progress on the Project over the next reporting period and means of mitigating this risk;
 - an outline of any areas where MassTech, EOHEd or EDA assistance (e.g., connections to subject matter experts or other resources, amplifications of activities or impacts) is needed to support the Project; and
 - any other key information that would be helpful to MassTech.

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- A Final Progress Report and invoice which shall be submitted within forty (45) days of completion of work, but no later than March 31, 2024, which must include:
 - the specific regional need that the Project was designed to address and progress made during the Period of Performance and beyond that has mitigated or will mitigate that need and advance economic development;
 - a high-level overview of the activities undertaken;
 - details of lessons learned during the Period of Performance that may be of assistance to EOHED, EDA or other communities undertaking similar efforts;
 - the expected and actual economic benefits of the Project at the time that the Report is written;
 - any other key information from the Period of Performance.

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: Michael Baldino, (baldino@masstech.org), (508) 870-0312.

For Participant:

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. Payments and Invoices

I. Payment

- a) In consideration of Participant's performance of work and delivery of Deliverables hereunder, MassTech shall pay Participant up to _____ Dollars (\$_____), as further set forth in Exhibit 3 (Approved Budget) and Exhibit 3A (Budget Spreadsheet). Said amount shall be the sole and complete compensation for work performed by Participant under this SOW. Costs incurred are expected to be in line with the annual/phase budget set forth in the Budget.
- b) Participant shall be compensated on a cost-reimbursement basis for actual direct costs incurred in the performance of the Project. Notwithstanding the foregoing, MassTech expects that the costs invoiced will be proportional to the work completed by Participant as of the date of invoice. MassTech shall pay Participant's request for payment within 30 days of receipt of payment from EOHED.
- c) MassTech will not reimburse for sales tax, interest, or other costs out of scope of this Agreement. In no case will MassTech reimburse the Participant in excess of the amount of funds obligated and allotted for payment by MassTech under this Agreement or by modification to this Agreement.
- d) All payment shall be considered provisional and subject to adjustment within the total not to exceed anticipated amount, in the event such adjustment is necessary as a result of a future audit finding.
- e) Budget Adjustments. The parties acknowledge that the costs listed in the 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. Any Budget adjustments impacting the funding to be paid by MassTech must always be for eligible capital expenses incurred by the Participant.
- f) MassTech shall have the right to recover from any payment previously made for amounts on preceding or pending invoices found by EDA not to be properly supported as

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payable to MassTech or not allowable in accordance with the Cost Principles contained in 2 CFR 200, Subpart E. Payments shall also be subject to reduction or setoff for overpayments made by MassTech to Participant.

- f) Notwithstanding any other provision of this Agreement, MassTech shall be obligated to make payments to the Participant only to the extent that MassTech is legally entitled to recover the items for which payment is made as allowable costs under MassTech's Agreement with EOHED. This clause in no way obligates MassTech to provide payment for services not performed in accordance with the applicable SOW and any attachments or exhibits to the Agreement. Participant's total invoiced amount shall not exceed the Agreement obligated amount indicated herein.

II. Invoices

- a) Participant may submit invoices for payment at least quarterly but not more than monthly.
- b) Invoices shall be addressed to MassTech personnel identified in Section 2, Project Personnel, of this SOW.
- c) Invoices must specify the billing period, with costs by each cost category for the period and cumulative amount billed to date and must include a certification statement, in the format attached as Exhibit 4 which must be signed by an authorized representative of the Participant.
- d) Invoices shall include supporting documentation including system-generated detailed activity reports showing income and expenses to provide evidence of costs incurred for the costs for which reimbursement is being requested which should tie back to invoice amounts and budget categories for this project. MassTech may accept these reports in lieu of the required detailed documentation as listed below. Acceptance of the system generated reports are subject to MassTech approval of form and format. Additional supporting documentation to support costs may be requested by MassTech from time to time, in addition to the system generated reports, and may include:
 - i. Direct Labor: for each employee, the name, title, and number of hours worked or, if supported by an appropriate allocation methodology, the percentage of effort expended;
 - ii. Subcontractors/Consultants: copies of invoices for such subcontractors/consultants which have been reviewed and approved by Participant prior to submission to MassTech; and
 - iii. Direct Costs/Travel: all direct costs and travel expenses shall be itemized on the invoice and supported by documentation such as vendor invoices, travel vouchers, expense receipts or other documentation as required by MassTech.
- e) MassTech reserves the right to request the Participant to provide a budget to actual tracker with each invoice that will be in the level of detail included in the excel Budget to the extent the invoice and supporting documentation does not adequately provide the acceptable level of information deemed necessary by MassTech. To the extent, deemed necessary MassTech would provide the format for this tracker.

4. Access and Use

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 provided to MassTech as Deliverables, and to use the information therein contained to produce summaries, case studies or similar information resources.

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5. Additional Insurance Requirements

None

6. Amendments, Exhibits and Attachments

All conditions, covenants, duties and obligations contained in this SOW and its exhibits and attachments may be amended only through a written amendment signed by Participant and MassTech.

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Exhibit 3

Approved Budget

Budget Period Start and End Date:

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Exhibit 3A

Budget Spreadsheet

SEE EXCEL SPREADSHEET

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Exhibit 4

Invoice Certification Form

Invoice Number:

Agreement 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;
- 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

MassTech Draft Mapping Services Agreement Template

Exhibit 5

Additional Information, Terms and Conditions

See Attachment

MassTech Draft Mapping Services Agreement Template

Exhibit 6

Notice of Award

See Attachment

MassTech Draft Mapping Services Agreement Template

Exhibit 7

**Commonwealth of Massachusetts Application for Economic Development Administration
Statewide Planning Grant**

See Attachment

MassTech Draft Mapping Services Agreement Template

Exhibit 8

Specific Award Conditions U.S Department of Commerce

See Attachment

MassTech Draft Mapping Services Agreement Template

Exhibit 9

Department of Commerce Standard Terms and Conditions

See Attachment