











## **Program Framework**

- 1. Objectives of the Knowledge Sharing Network:** The Innovation Institute seeks to pilot a new entrepreneur mentoring Knowledge Sharing Network to facilitate collaboration and partnership between relevant organizations as a way to improve the overall effectiveness of their programs and the efficiency of their operations. The goal of the new Network is help organizations enhance their capabilities to build organizational efficiency; reach more people; expand their scope of offerings; benefit from the expertise of other organizations; strengthen their impact in promoting business development and adding value to startups; and focus on deepening core activities by reducing the resource-intensity of program delivery where possible.

The new Network is intended to be inclusive of and accessible to different types of organizations and programs from across Massachusetts that are supporting entrepreneurs through mentoring and related services. The ultimate objective of the new Knowledge Sharing Network is to further cultivate and engage the Commonwealth's strong and growing community of mentoring-related entrepreneurship support organizations to help them grow, improve, and sustain their activities long term.

- 2. Minimum Program Design Requirements:** The Innovation Institute values a thoughtful and creative approach to the information shared within this RFP and welcomes applicants to propose the exact structure and shape of the new Knowledge Sharing Network that they think will work best for the intended purpose. At a minimum, however, the Institute seeks proposals that incorporate the following key elements in their program designs:
  - Both "online" (web) and "offline" (in-person) networking components.
  - A method and format to facilitate exchange of information, practices, outcomes and materials between organizations.
  - A planned stakeholder advisory group representing different organizations across different regions.
- 3. Eligibility:** This Solicitation welcomes applications from any independent consultant, industry association, economic development corporation, community-based organization, university/college, or other nonprofit entity legally operating in Massachusetts.
- 4. Number, Size, and Distribution of Awards:** MassTech will support one proposal for a Knowledge Sharing Network up to a total of \$175,000 but is under no obligation to award the full amount during this Solicitation cycle.
- 5. Submission Process:** The Submission Process will proceed in two stages. Applicants will first submit a 2-4 page Concept Paper to the Innovation Institute ("Application"), which will be subject to review by Innovation Institute and Executive Office of Housing and Economic Development staff who reserve the right to request additional information, clarity or modifications from applicants; conduct any independent reference checks; and seek external guidance and counsel as necessary.

After review of the concept paper, selected Applicants may then be asked to submit a full project budget, timeline and project plan, including implementation and evaluation plans, incorporating

reviewers' feedback on the concept plan ("Project Proposal"). The full Project Proposal will be reviewed by select outside reviewers. Please see below for further details.

- 6. Application Timeline:** Concept Paper Applications will be accepted from the issue date of this RFP through October 27<sup>th</sup>. By November 10<sup>th</sup> MassTech will notify applicants of their selection to submit a full Project Proposal. Full Proposals will be due by the end of January 2017. This timeline schedule is provided for planning purposes and may be subject to change depending on the number and quality of Concept Papers received. Updated decision timelines will be made available to applicants as the process continues.
- 7. Use of Proceeds:** Applicants should propose uses of grant funding that are consistent with the values and foundational principles of the Innovation Institute. Capital expenditures are not encouraged under this grant and are limited to no more than 10% of the project funding provided by MassTech.
- 8. Cost Sharing/Match:** MassTech seeks to leverage its funds to extend their impact and welcomes cost-sharing through matching funds or in-kind services for the activities proposed for this Solicitation. MassTech is not requiring any set level of cost share or match.
- 9. Performance Period:** The Innovation Institute is seeking proposals that would design, plan, and activate a new Knowledge Sharing within a maximum 2-year timeframe, effective from a start-date agreed upon with MassTech.
- 10. Reporting and Program Management Requirements:** The reporting period will begin from the program start-date agreed upon with MassTech and extend for 12 months beyond the performance period. At a minimum, reporting requirements will entail brief progress updates on the program and budget and a final report summarizing activities, detailing metrics, and evaluating outcomes.
- 11. Disbursement of Funds:** MassTech will disburse funds on a reimbursement basis in accordance with budget, payment terms, schedules, and other conditions as detailed in its standard General Terms and Conditions (see Attachment D). Among other conditions, payment will be subject to: (i) execution of an agreement between the grantee; (ii) submission of valid invoices and reports from the grantee evidencing the expenditures to be reimbursed and any applicable match funds recognized.

### **Submission Requirements**

- 1. Concept Paper Application:** Applicants will first submit a 2-4 page Concept Paper to the Innovation Institute, which will be subject to review by Innovation Institute and Executive Office of Housing and Economic Development staff. The Concept Paper should briefly touch on the following elements:
  - **Summary of proposed program activities.** Characterize the nature of and responsible party for subsections of the program. Identify any potential partners who will help advance program activities. Outline your process for cultivating stakeholder buy-in and engaging participation around your proposed new Network. Include a rough cost estimate for proposed activities.
  - **Timeline** – a sketch of planned sequencing and expected milestones of the planned activities.
  - **Qualifications** – brief bios and descriptions of staff on the project with attention to their past experience that will allow them to fulfill their project role.

2. **Full Project Proposal (IF INVITED):** Applicants will be invited to submit a full Proposal based on the strength of the Concept Paper Application. The Innovation Institute will invite a select group of outside reviewers to join its review of full Proposal submissions.

**PLEASE NOTE** – the following items are not required elements of the Concept Paper Application due on October 27<sup>th</sup>. Full Proposals will need to include the following items in order to be considered for an award under this Solicitation:

- **Application Cover Sheet**
- **Executive Summary:** Applicants should provide a summary of their organization, a description of their organization’s mission, its role in supporting their region’s ecosystem and business enterprises, and their track record, including any success metrics. The Executive Summary should provide a broad sketch of proposed activities. This summary should be a maximum of two (2) pages in length.
- **Project Narrative:** Applicants should provide a narrative that addresses the following questions about the Knowledge Sharing Network they propose to create and launch.
  1. Please describe the activities involved with your proposed Network and how those would be implemented. What strategies would you pursue to build-up the Network, ensure that it is timely and relevant and cultivate participation?
  2. How will you ensure stakeholder buy-in and community support for your proposed Network and ensure responsive programming?
  3. How are the proposed effort(s) inclusive and responsive to the needs of different types of organizations in regions across Massachusetts?
  4. How does your proposed Network benefit and strengthen the overall ecosystem for entrepreneurship across the state, taking into account the perspective of support organizations and the entrepreneurs they serve?
  5. How do you plan on evaluating the impact of your proposed efforts? What metrics will you track to assess outputs and outcomes?
  6. Who will be involved in leading and managing your proposed new efforts? What are their relevant qualifications and professional experience? Please limit biographical sketches and CVs to one page each.
- **Implementation Plan/Project Schedule:** Please provide an implementation plan and timeline for your proposed efforts. Identify the different activities and roles involved, and the parties responsible for them. If other organizations are involved in implementation, please include short letters from them indicating their partnership.
- **Project Budget:** Please provide your proposed budget information. What specific activities would any MassTech award support? Please complete the MassTech Budget Template (see Attachment C) and include it with your proposal.
- **Authorized Applicants’ Signature and Acceptance Form** (Attachment B)



- **Exceptions and/or counterproposals, if any, to the General Terms and Conditions** (refer to Attachment D)

A statement indicating compliance with the terms, conditions and specifications contained in this Solicitation must be submitted to MassTech. Submission of the signed Authorized Applicant's Signature and Acceptance Form (set forth in Attachment B) shall satisfy this requirement. Submission of the signed Authorized Applicant's Signature and Acceptance Form will also satisfy the requirement that all responses include an affidavit of the Massachusetts company's compliance with all corporate filing requirements and compliance with state tax laws.

MassTech will enter into General Terms and Conditions with the selected Applicant(s) containing certain standard provisions (the "Agreement") (See Attachment D for the standard form of Agreement). MassTech reserves the right to amend the standard form of Agreement at any time without reissuing this Solicitation. Applicants should review the Agreement in Attachment D as they are required to specify any exceptions to the Agreement and to make any suggested counterproposals. **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.** Reserving one's rights to negotiate terms after an award is made is unacceptable.

### **Evaluation Criteria**

Only the information provided to the Innovation Institute during this Solicitation process will be used to evaluate Project Proposals submitted. Assuming the submission represents a complete response to formal Solicitation requirements, including required signatures, forms, and budget (in the requested MassTech template), all Proposals submitted to this Solicitation will be evaluated according to the following criteria (*not* listed in any particular order of importance).

1. Quality of implementation activities and strategies, with a focus on the mechanics of program delivery.
2. Consideration of stakeholder buy-in, community support and delivering responsive programming.
3. Clarity in addressing the needs of different types of organizations in different regions that are providing entrepreneur mentoring and related support.
4. Clarity in identifying the purpose(s) and benefit(s) of the proposed activities to the broader entrepreneurship ecosystem.
5. Thoughtfulness in planning evaluation criteria and metrics for the proposed new effort.
6. Capacity and qualifications of the leaders and managers of the proposed new efforts.
7. Suitability of timeline and budget for proposed implementation plan.
8. Overall thoroughness, general quality, and feasibility of the entire proposal.

### **Concept Paper Application Process**

1. **Due Date:** All Concept Papers for this Solicitation must be received **by 3:00 pm on October 27, 2016 at the email address noted below.** If an applicant is invited to submit a full application then it is the sole responsibility of the Applicant to ensure that its Application is complete, and is properly submitted to MassTech. Applications must be received by MassTech by the date and time specified.

MassTech accepts no responsibility for late delivery of an application. All late applications shall be returned to the Applicants unopened.

2. ***Instruction for Submission of Responses:*** Applicants are cautioned to read carefully and conform to the requirements of this specific Solicitation. Failure to comply with the provisions of this Solicitation may serve as grounds for rejection of an Application.
  - a. All Concept Paper Applications must be submitted in electronic format (.pdf, .doc or .docx) to the email address below.
  - b. Applicants are cautioned to review Attachments A1 and A2 prior to submitting an electronic copy of their application. In accordance with the procedures set forth in Attachments A1 and A2, any information that applicant has identified as “sensitive information” in the hard copy of their application should be deleted from the electronic copy prior to submission to MassTech.
  - c. Concept Paper Applications must be delivered via email to:  
[proposals@masstech.org](mailto:proposals@masstech.org)
  - d. Applicants invited to submit full Project Proposals will require physical copies be sent to MassTech’s offices. Further information will be included in the invitation to submit a full Proposal.

**ATTACHMENT A-1**  
**THE MASSACHUSETTS TECHNOLOGY COLLABORATIVE**  
**POLICY AND PROCEDURES REGARDING SUBMISSION OF “SENSITIVE INFORMATION”**

Massachusetts Technology Collaborative, the Innovation Institute, the Massachusetts Broadband Institute and the Massachusetts e-Health Institute (collectively referred to herein as “Mass Tech Collaborative”) are subject to the requirements concerning disclosure of public records under the Massachusetts Public Records Act, M.G.L. c. 66 (the “Public Records Act”), which governs the retention, disposition and archiving of public records. For purposes of the Public Records Act, “public records” include all books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by Mass Tech Collaborative. As a result, any information submitted to Mass Tech Collaborative by a grant applicant, recipient grantee, respondent to a request for response (including, but not limited to an RFQ, RFP and RFI), contractor, or any other party (collectively the “Submitting Party”) is subject to public disclosure as set forth in the Public Records Act.

The foregoing notwithstanding, "public records" do not include certain materials or data which fall within one of the specifically enumerated exemptions set forth in the Public Records Act or in other statutes, including Mass Tech Collaborative's enabling act, M.G.L. Chapter 40J. One such exemption that may be applicable to documents submitted by a Submitting Party is for any documentary materials or data made or received by Mass Tech Collaborative that consists of trade secrets or commercial or financial information regarding the operation of any business conducted by the Submitting Party, or regarding the competitive position of such Submitting Party in a particular field of endeavor (the "Trade Secrets Exemption").

**IT IS MASS TECH COLLABORATIVE’S EXPECTATION AND BELIEF THAT THE OVERWHELMING PERCENTAGE OF DOCUMENTS IT RECEIVES FROM A SUBMITTING PARTY DOES NOT CONTAIN ANY INFORMATION THAT WOULD WARRANT AN ASSERTION BY MASS TECH COLLABORATIVE OF AN EXEMPTION FROM THE PUBLIC RECORDS ACT. SUBMITTING PARTIES SHOULD THEREFORE TAKE CARE IN DETERMINING WHICH DOCUMENTS THEY SUBMIT TO MASS TECH COLLABORATIVE, AND SHOULD ASSUME THAT ALL DOCUMENTS SUBMITTED TO MASS TECH COLLABORATIVE ARE SUBJECT TO PUBLIC DISCLOSURE WITHOUT ANY PRIOR NOTICE TO THE SUBMITTING PARTY AND WITHOUT RESORT TO ANY FORMAL PUBLIC RECORDS REQUEST.**

In the event that a Submitting Party wishes to submit certain documents to Mass Tech Collaborative and believes such a document or documents may be proprietary in nature and may fall within the parameters of the Trade Secrets Exemption and/or some other applicable exemption, the following procedures shall apply:

1. At the time of the Submitting Party’s initial submission of documents to Mass Tech Collaborative, the Submitting Party must provide a cover letter, addressed to Mass Tech Collaborative’s General Counsel, indicating that it is submitting documents which it believes are exempt from public disclosure, including a description of the specific exemption(s) that the Submitting Party contends is/are applicable to the submitted materials, a precise description of the type and magnitude of harm that would result in the event of the documents’ disclosure, and a specific start date and end date within which the claimed exemption applies. If different exemptions, harms and/or dates apply to different documents, it is the Submitting Party’s responsibility and obligation to provide detailed explanations for each such document.
2. At the time of the Submitting Party’s initial submission of documents to Mass Tech Collaborative, the Submitting Party must also clearly and unambiguously identify each and every such document that it contends is subject to an exemption from public disclosure as “Sensitive

Information.” It is the Submitting Party’s responsibility and obligation to ensure that all such documents are sufficiently identified as “Sensitive Information”, and Submitting Party’s designation must be placed in a prominent location on the face of each and every document that it contends is exempt from disclosure under the Public Records Act.

**INFORMATION SUBMITTED TO MASS TECH COLLABORATIVE IN ANY FORM OTHER THAN A HARD COPY DOCUMENT WILL NOT BE SUBJECT TO THE PROCEDURES SET FORTH IN THIS POLICY. FOR EXAMPLE, INFORMATION SUBMITTED BY E-MAIL, FACSIMILE AND/OR VERBALLY WILL NOT BE SUBJECT TO THESE PROCEDURES AND MAY BE DISCLOSED AT ANY TIME WITHOUT NOTICE TO THE SUBMITTING PARTY.**

3. Documents that are not accompanied by the written notification to Mass Tech Collaborative’s General Counsel or are not properly identified by the Submitting Party as “Sensitive Information” at the time of their initial submission to Mass Tech Collaborative are presumptively subject to disclosure under the Public Records Act, and the procedures for providing the Submitting Party with notice of any formal public records request for documents, as set forth below, shall be inapplicable.
4. At the time Mass Tech Collaborative receives documents from the Submitting Party, any such documents designated by Submitting Party as “Sensitive Information” shall be segregated and stored in a secure filing area when not being utilized by appropriate Mass Tech Collaborative staff. By submitting a grant application, request for response, or any other act that involves the submission of information to Mass Tech Collaborative, the Submitting Party certifies, acknowledges and agrees that (a) Mass Tech Collaborative’s receipt, segregation and storage of documents designated by Submitting Party as “Sensitive Information” does not represent a finding by Mass Tech Collaborative that such documents fall within the Trade Secrets Exemption or any other exemption to the Public Records Act, or that the documents are otherwise exempt from disclosure under the Public Records Act, and (b) Mass Tech Collaborative is not liable under any circumstances for the subsequent disclosure of any information submitted to Mass Tech Collaborative by the Submitting Party, whether or not such documents are designated as “Sensitive Information” or Mass Tech Collaborative was negligent in disclosing such documents.
5. In the event that Mass Tech Collaborative receives an inquiry or request for information submitted by a Submitting Party, Mass Tech Collaborative shall produce all responsive information without notice to the Submitting Party. In the event that the inquiry or request entails documents that the Submitting Party has previously designated as “Sensitive Information” in strict accordance with this Policy, the inquiring party shall be notified in writing that one or more of the documents it has requested has been designated by the Submitting Party as “Sensitive Information”, and, if not already submitted, that a formal, written public records request must be submitted by the requesting party to Mass Tech Collaborative’s General Counsel for a determination of whether the subject documents are exempt from disclosure.
6. Upon the General Counsel’s receipt of a formal, written public records request for information that encompass documents previously designated by Submitting Party as “Sensitive Information”, the Submitting Party shall be notified in writing of Mass Tech Collaborative’s receipt of the public records request, and Mass Tech Collaborative may, but shall not be required to provide Submitting Party an opportunity to present Mass Tech Collaborative with information and/or legal arguments concerning the applicability of the Trade Secrets Exemption or some other exemption to the subject documents.

7. The General Counsel shall review the subject documents, the Public Records Act and the exemption(s) claimed by the Submitting Party in making a determination concerning their potential disclosure.

**THE GENERAL COUNSEL IS THE SOLE AUTHORITY WITHIN MASS TECH COLLABORATIVE FOR MAKING DETERMINATIONS ON THE APPLICABILITY AND/OR ASSERTION OF AN EXEMPTION TO THE PUBLIC RECORDS ACT. NO EMPLOYEE OF MASS TECH COLLABORATIVE OTHER THAN THE GENERAL COUNSEL HAS ANY AUTHORITY TO ADDRESS ISSUES CONCERNING THE STATUS OF "SENSITIVE INFORMATION" OR TO BIND MASS TECH COLLABORATIVE IN ANY MANNER CONCERNING MASS TECH COLLABORATIVE'S TREATMENT AND DISCLOSURE OF SUCH DOCUMENTS.**

**FURTHERMORE, THE POTENTIAL APPLICABILITY OF AN EXEMPTION TO THE DISCLOSURE OF DOCUMENTS DESIGNATED BY THE SUBMITTING PARTY AS "SENSITIVE INFORMATION" SHALL NOT REQUIRE MASS TECH COLLABORATIVE TO ASSERT SUCH AN EXEMPTION. MASS TECH COLLABORATIVE'S GENERAL COUNSEL RETAINS THE SOLE DISCRETION AND AUTHORITY TO ASSERT AN EXEMPTION, AND HE MAY DECLINE TO EXERT SUCH AN EXEMPTION IF, WITHIN HIS DISCRETION, THE PUBLIC INTEREST IS SERVED BY THE DISCLOSURE OF ANY DOCUMENTS SUBMITTED BY THE SUBMITTING PARTY.**

8. Mass Tech Collaborative shall provide the requesting party and Submitting Party with written notice of its determination that the subject documents are either exempt or not exempt from disclosure.
9. In the event that Mass Tech Collaborative determines that the subject documents are exempt from disclosure, the requesting party may seek review of Mass Tech Collaborative's determination before the Supervisor of Public Records, and Mass Tech Collaborative shall notify the Submitting Party in writing in the event that the requesting party pursues a review of the Mass Tech Collaborative's determination.
10. In the event the requesting party pursues a review of Mass Tech Collaborative's determination that the documents are exempt from disclosure and the Supervisor of Public Records concludes that the subject documents are not exempt from disclosure and orders the Mass Tech Collaborative to disclose such documents to the requester, Mass Tech Collaborative shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.
11. In the event that Mass Tech Collaborative determines that the subject documents are not exempt from disclosure or the General Counsel determines that, under the circumstances and in his discretion, Mass Tech Collaborative shall not assert an exemption, Mass Tech Collaborative shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.

**THE SUBMITTING PARTY'S SUBMISSION OF DOCUMENTATION TO MASS TECH COLLABORATIVE SHALL REQUIRE A SIGNED CERTIFICATION THAT SUBMITTING PARTY ACKNOWLEDGES, UNDERSTANDS AND AGREES WITH THE APPLICABILITY OF THE FOREGOING PROCEDURES TO ANY DOCUMENTS SUBMITTED TO MASS TECH COLLABORATIVE BY SUBMITTING PARTY AT ANY TIME, INCLUDING BUT NOT LIMITED TO THE ACKNOWLEDGEMENTS SET FORTH HEREIN, AND THAT SUBMITTING PARTY SHALL BE BOUND BY THESE PROCEDURES.**

All documents submitted by Submitting Party, whether designated as "Sensitive Information" or not, are not returnable to Submitting Party.

**ATTACHMENT A-2**  
**MASS TECH COLLABORATIVE POLICY AND PROCEDURES FOR HOLDING PARTIES IN**  
**POSSESSION OF SENSITIVE INFORMATION**

From time to time, consultants, contractors, grantees, as well as other third parties interacting with Mass Tech Collaborative (collectively, the "Holding Party") may receive, have access to or create confidential, proprietary or otherwise sensitive information regarding Mass Tech Collaborative, its activities, its employees and/or third parties, such as applicants, consultants, grantees, recipients or respondents under Mass Tech Collaborative programs, which information is not generally known by or disseminated to the public as a matter of course. Information of this nature is sometimes referred to in this Agreement as "Sensitive Information." Mass Tech Collaborative 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 contractors) from improperly disclosing certain categories of Sensitive Information or using it to further their personal interests, and the Massachusetts Fair Information Practices Act, M.G.L. Chapter 66A, contains numerous legal requirements aimed at protecting "personal data" from improper disclosure.

Mass Tech Collaborative'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.

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 MASS TECH COLLABORATIVE'S GENERAL COUNSEL IF THEY HAVE ANY QUESTIONS ABOUT CONFIDENTIALITY, THE SCOPE OR PROPER TREATMENT OF SENSITIVE INFORMATION, OR MASS TECH COLLABORATIVE'S POLICIES OR PROCEDURES WITH RESPECT TO SUCH TOPICS.** Holding Parties shall not substitute their own judgment for that of Mass Tech Collaborative's General Counsel in deciding whether particular information is innocuous data or Sensitive Information that should be handled with care, or the advisability or sufficiency of safeguards with respect to particular types of information. **FAILURE TO COMPLY WITH THE POLICIES AND PROCEDURES RELATING TO SENSITIVE INFORMATION AND MASS TECH COLLABORATIVE'S OBLIGATIONS PURSUANT TO THE PUBLIC RECORDS ACT AND OTHER LEGAL DISCLOSURE REQUIREMENTS CAN RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT, AND/OR POTENTIAL LEGAL LIABILITY.**

**IT SHOULD BE NOTED THAT THE OBLIGATIONS UNDER THESE POLICIES CONTINUE EVEN AFTER MASS TECH COLLABORATIVE'S RELATIONSHIP WITH A PARTICULAR APPLICANT, RECIPIENT OR OTHER THIRD PARTY ENDS OR THIS AGREEMENT TERMINATES.**

In the absence of a specific legal requirement necessitating disclosure of particular information in a specific instance, Holding Parties are expected to protect Sensitive Information from improper use and disclosure at all times. The following are examples of the kinds of protective procedures that should be followed:

- **Limited Communication to Mass Tech Collaborative Personnel:** Sensitive Information should not be communicated to other the Mass Tech Collaborative employees or consultants, except to

the extent that they need to know the information to fulfill their Mass Tech Collaborative mission-related responsibilities and their knowledge of the information is not likely to result in misuse or a conflict of interest.

- **Limited Communication to Non-Mass Tech Collaborative Personnel:** Sensitive Information should not be communicated to anyone outside Mass Tech Collaborative, including family members, except to the extent outside parties need to know the information in order to provide necessary services to Mass Tech Collaborative, its Holding Parties or as otherwise directed by the General Counsel to comply with legal requirements necessitating disclosure, such as proper requests under the Public Records Act.
- **Notification of Confidentiality:** When Sensitive Information is communicated to any person outside Mass Tech Collaborative, the individual receiving such information should be informed of its sensitive nature and the need to safeguard such information from improper use and disclosure. When Sensitive Information is communicated to parties inside Mass Tech Collaborative, the procedures set forth in Attachment A-1 are applicable. Mass Tech Collaborative may require that Holding Parties execute a confidentiality agreement that has either been provided or approved by the General Counsel before Sensitive Information is disclosed to them.
- **Mass Tech Collaborative Use Only:** Sensitive Information should only be used for Mass Tech Collaborative purposes. Under no circumstances may a present or former Holding Party "trade on" such information or otherwise use it, directly or indirectly, for personal gain or for the benefit of any party other than the owner of such information.
- **Prevention of Eavesdropping, Unauthorized Viewing, etc.:** Sensitive matters should not be discussed in restaurants, on public transportation or in other public places or in locations, such as hallways, elevators and building lobbies, where unauthorized individuals could overhear the discussion. Similarly, Sensitive Information should not be exchanged or discussed via cordless or cellular phones or similar "non-secure" communication lines. Speaker phones can amplify conversations and should be used with care when discussing Sensitive Information. Common sense precautions should also be taken with respect to Sensitive Information in written form, such as stamping or marking such documents "CONFIDENTIAL" to flag them for special handling, limiting access to files to those with an Mass Tech Collaborative-related "need to know," locking documents that contain Sensitive Information in desk drawers or file cabinets when you are away from your desk, carefully limiting the circumstances in which (and exercising appropriate care when) such materials leave Mass Tech Collaborative's office, delivering sensitive materials to others in sealed envelopes, and limiting the addressees and "cc's" of letters, memoranda, emails and other communications containing Sensitive Information to those individuals who reasonably need to see such communications. Data stored on personal computers, and floppy disks, c/d roms and other electronic media containing Sensitive Information, should be properly secured to keep them from being accessed by unauthorized individuals. Documents containing Sensitive Information that are sent to printers should be picked up promptly.
- **Communications with the Public; Compulsory Legal Process:** All contacts with the media and all speeches or other oral or written public statements made on behalf of Mass Tech Collaborative, or concerning its activities, applicants or recipients, must be cleared in advance by Mass Tech Collaborative's Chief of Staff. In speeches and statements *not* made on behalf of Mass Tech Collaborative, proper care should be taken to avoid any implication that the Mass Tech Collaborative endorses the views expressed. All disclosure requests under the Public

Records Act or in the form of requests for discovery, subpoenas, court or administrative orders or the like must also be referred to the General Counsel for appropriate handling.

**QUESTIONS CONCERNING WHETHER A GIVEN TYPE OF INFORMATION OR DOCUMENT IN A HOLDING PARTY'S POSSESSION IS A "PUBLIC RECORD," AND THUS SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS ACT, OR IS COVERED BY AN AVAILABLE EXEMPTION, SHOULD BE DIRECTED TO MASS TECH COLLABORATIVE'S GENERAL COUNSEL. *NO OTHER MASS TECH COLLABORATIVE EMPLOYEE IS AUTHORIZED TO MAKE SUCH ASSESSMENTS OR TO PROVIDE ANY GUIDANCE TO A HOLDING PARTY CONCERNING POTENTIAL DISCLOSURE OF ANY INFORMATION PROVIDED TO OR IN POSSESSION OF A HOLDING PARTY.***

**IN ADDITION, ALL COMMUNICATIONS SEEKING INSPECTION OR OTHER DISCLOSURE OF MATERIALS IN A HOLDING PARTY'S POSSESSION UNDER THE PUBLIC RECORDS ACT MUST BE REFERRED PROMPTLY TO THE GENERAL COUNSEL. SIMILARLY, ALL SUBPOENAS AND OTHER LEGAL PROCESS DOCUMENTS REQUESTING OR SEEKING TO COMPEL DISCLOSURE OF MATERIALS IN A HOLDING PARTY'S POSSESSION MUST BE DELIVERED OR PROMPTLY FORWARDED TO THE GENERAL COUNSEL UPON RECEIPT.**



**ATTACHMENT B**  
MASSACHUSETTS TECHNOLOGY COLLABORATIVE  
AUTHORIZED RESPONDENT'S SIGNATURE AND ACCEPTANCE FORM

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

The Respondent understands that, if selected by the Mass Tech Collaborative, the Respondent 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 counterproposals to the General Terms and Conditions; or
- agrees to the terms and conditions set forth therein.

The undersigned acknowledges and agrees that the failure to submit exceptions and counterproposals with this response shall be deemed a waiver, and the General Terms and Conditions shall not be subject to further negotiation.

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

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

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

Respondent: \_\_\_\_\_  
(Printed Name of Respondent)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT C**  
**SAMPLE BUDGET TEMPLATE**

Applicant:						
Project Title:						
Budget by Cost Category:						
<b>I. a. Direct Labor</b>						
<i>name/title</i>	<i># of hours</i>	<i>rate/hr*</i>	<i>Grant Amount</i>	<i>Match Amount</i>	<i>Total Project Cost</i>	
	0	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	
	0	\$0.00	\$0.00	\$0.00	\$0.00	
Total Direct Labor			\$0.00	\$0.00	\$0.00	
<b>I. b. Direct Benefits/Fringe Costs</b>	Rate (% of Direct Labor)	5.0%	\$0.00	\$0.00	\$0.00	
<b>II. General &amp; Administrative Overhead</b>	Rate (% of Direct Labor)	0.0%	\$0.00	\$0.00	\$0.00	
<b>III. Subcontractors/Consultants</b>						
<i>Consulting/Contractor firm name (if known) / Type of Consultant</i>	<i># of hours</i>	<i>rate/hr</i>	<i>Grant Amount</i>	<i>Match Amount</i>	<i>Total Project cost</i>	
	0	\$0	\$0.00	\$0.00	\$0.00	
	0	\$0	\$0.00	\$0.00	\$0.00	
Total Subcontractors/Consultants			\$0.00	\$0.00	\$0.00	
<b>IV. Direct Materials</b>			<i>Grant Amount</i>	<i>Match Amount</i>	<i>Total Project cost</i>	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
Total Direct Materials			\$0.00	\$0.00	\$0.00	
<b>Travel</b>			<i>Grant Amount</i>	<i>Match Amount</i>	<i>Total Project cost</i>	
			\$0.00	\$0.00	\$0.00	
<b>VI. Other Direct Costs (list by type)</b>			<i>Grant Amount</i>	<i>Match Amount</i>	<i>Total Project cost</i>	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
Total Other Direct Costs			\$0.00	\$0.00	\$0.00	
<b>Total Cost of Project</b>			\$0.00	\$0.00	\$0.00	
Total funding sought from MassTech as a percentage of total project cost:			#DIV/0!			

<b>Sources of Cash Matching Funds</b>	<b>Amount</b>
<i>(ex. Partner Organization 1)</i>	
<i>(ex. Partner Organization 2)</i>	
<i>(ex. Partner Organization 3)</i>	

**ATTACHMENT D**  
**MASSACHUSETTS TECHNOLOGY COLLABORATIVE**  
**GENERAL TERMS AND CONDITIONS**

The following General Terms and Conditions are issued by Massachusetts Technology Park Corporation, an independent public instrumentality of the Commonwealth of Massachusetts doing business as Massachusetts Technology Collaborative ("Mass Tech Collaborative"). Participants shall be bound by these General Terms and Conditions upon execution and submission to Mass Tech Collaborative. These General Terms and Conditions will be incorporated by reference into any Task Order for any financial assistance award executed by the Participant and Mass Tech Collaborative.

**1. Definitions**

"Agreement" means these General Terms and Conditions and all Task Orders entered into hereunder and all other referenced attachments hereto and thereto, as the same may be amended from time to time in accordance with the terms of these General Terms and Conditions.

"Commonwealth" means the Commonwealth of Massachusetts (and its political subdivisions or agents where the context so requires).

"Deliverable" means any tangible product to be delivered as an element of performance under a Task Order.

"Grant" means the funding awarded by Mass Tech Collaborative's Board of Directors as set forth in the applicable Task Order.

"General Counsel" means Mass Tech Collaborative's General Counsel, or, in the event that no Person holds such title at the time in question, such other legal counsel to Mass Tech Collaborative as Mass Tech Collaborative's Chief Executive Officer may designate.

"Governmental Authority" means any national or federal government, any state or other political subdivision thereof, and any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Innovation Institute" means the Innovation Institute at Mass Tech Collaborative created by the Economic Stimulus Bill, signed by the Governor of the Commonwealth in January 2004.

"MBI" means Massachusetts Broadband Institute, a non-divisible component of Mass Tech Collaborative, created by the Broadband Act enacted in August 2008.

"MeHI" means Massachusetts e-Health Institute, a non-divisible component of Mass Tech Collaborative, created by Chapter 305 of the Acts of 2008 enacted in August 2008.

"Mass Tech Collaborative" means Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative and any of its subsidiaries, subdivisions or affiliates, and the successors or assigns thereof.

"Participant" means any Person who has sought funding or other financial support from, or has submitted one or more proposals for projects to, Mass Tech Collaborative and has been awarded such financial support or funding under any of Mass Tech Collaborative's programs or initiatives as in effect from time to time.

"Project" means services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by Mass Tech Collaborative, programs provided or other commitments authorized under a Task Order.

“Project Administrator” means the individual, set forth in the applicable Task Order, employed by Mass Tech Collaborative who shall have secondary responsibility for managing the Project for Mass Tech Collaborative.

“Project Manager” means the individual, set forth in the applicable Task Order, employed by Mass Tech Collaborative and by Participant, respectively who shall have primary responsibility for managing the Project.

“Project Budget” means the costs associated with the tasks set forth in the Project Plan which shall be reimbursed by Mass Tech Collaborative pursuant to the terms and conditions of this Agreement and the applicable Task Order.

“Project Plan” means the set of tasks required to complete the Project as set forth in the applicable Task Order.

“Public Records Act” means Massachusetts Public Records Act, M.G.L. Chapter 66, and any successor thereto.

“Task Order” means the documentation that sets forth the Grant awarded, the specifics of the Project for which the Grant was awarded and all terms and conditions for the application and use of such Grant funds, including the Project Plan and Budget.

## **2. Term and Termination**

- a) The effective start date of performance under a Task Order shall be the date such Task Order has been executed by an authorized signatory of the Participant and Mass Tech Collaborative.
- b) This Agreement may be terminated by either Mass Tech Collaborative or Participant at any time for a material breach of any term of the Agreement. In the event of such termination, compensation shall be paid to the Participant for the actual costs of allowable expenses incurred for work performed and the reasonable and necessary actual direct costs incurred in the performance of the work pursuant to the applicable Task Order prior to the effective date of the termination.
- c) Mass Tech Collaborative may terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate Mass Tech Collaborative action inconsistent with performing its obligations under this Agreement.

## **3. Payments and Compensation**

The Participant shall only be compensated for performance delivered and accepted by Mass Tech Collaborative in accordance with the specific terms and conditions of the applicable Task Order. Acceptance by the Participant of any payment or partial payment, without any written objection by the Participant, shall in each instance operate as a release and discharge of Mass Tech Collaborative from all claims, liabilities or other obligations relating to the performance of a Task Order.

## **4. Insurance**

Specific requirements for insurance shall be set forth in the applicable Task Order.

## **5. Access and Use**

Participant agrees to license or otherwise make available to Mass Tech Collaborative 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 Mass Tech Collaborative's use and dissemination.

## **6. Publicity**

- a) The Participant shall coordinate with Mass Tech Collaborative on any press releases, events, signs and to plan for any news conference concerning the Project. In any media produced by Participant, Participant will not represent that positions taken or advanced by it represent the opinion or position of Mass Tech Collaborative.
- b) The Participant agrees that Mass Tech Collaborative 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. Assignment and Subcontracting**

- a) The Participant shall not assign or in any way transfer any interest in this the Agreement without the prior written consent of Mass Tech Collaborative, including subcontracting any services except as otherwise included in the Participant's Project Plan and Project Budget.
- b) The Participant will procure services from subcontractors using commercially responsible procurement mechanisms, and to the greatest extent practicable, using competitive procurement procedures. Furthermore, the Participant is required to notify Mass Tech Collaborative in the event that it intends to or has entered into an agreement for goods or services with a related entity. For purposes of this agreement, a related entity is an entity that can control or significantly influence the management or operating policies of another entity to the extent one of the entities may be prevented from pursuing its own interests. To the extent such services are properly identified in the Project Budget and specifically approved in writing by Mass Tech Collaborative, Participant may use the Grant to pay for such goods or services.

## **8. Nondiscrimination**

The Participant agrees to comply with all applicable Federal and State statutes, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, or for exercising any rights afforded by law.

## **9. Indemnification**

- a) To the fullest extent permitted by law, Participant shall indemnify and hold harmless the Commonwealth, Mass Tech Collaborative, and each of their respective agents, officers, directors and employees (together with the Commonwealth and Mass Tech Collaborative, 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 misconduct of Participant. Without limiting the foregoing, Participant shall indemnify and hold harmless each Covered Person

against any and all Damages that may arise out of or are 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. The foregoing notwithstanding, Participant shall not be liable for (i) any Damages sustained, incurred or suffered by or imposed upon any Covered Person resulting from any negligent acts or omissions or reckless misconduct of Mass Tech Collaborative, and (ii) except for liability for death or personal injury caused by the negligence or willful misconduct of the Participant or for claims of infringement of a third party's intellectual property by Participant, the aggregate liability of Participant under this Agreement shall not exceed the greater of the amount of the Grant or the amount recovered under any applicable insurance coverage.

- b) In no event shall either party be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to Participant's performance of the Project under this Agreement.
- c) Furthermore, as a condition of receipt of any award, Participant does hereby release, remise, discharge, indemnify and hold harmless Mass Tech Collaborative (defined for purposes of this Section 9 to include Mass Tech Collaborative 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.

#### 10. **Public Records**

As a public entity, Mass Tech Collaborative is subject to Massachusetts Public Records Law (set forth at Massachusetts General Laws Chapter 66) and thus documents and other materials made or received by Mass Tech Collaborative and/or its employees are subject to public disclosure. All information received by Mass Tech Collaborative shall be deemed to be subject to public disclosure, except as otherwise provided in the procedures set forth in Attachment A hereto. By signing this Agreement, Participant acknowledges, understands and agrees that the procedures set forth in Attachment A are applicable to any documents submitted by Participant to Mass Tech Collaborative, including but not limited to any acknowledgements set forth therein, and that Participant shall be bound by these procedures.

#### 11. **Audit**

Mass Tech Collaborative will have the right to audit Participant's or its other agents' records to confirm the use of the Grant proceeds at any time from the Effective Date of the applicable Task Order through the end of the Retention Period, as defined herein. If such audit reveals that any portion of the Grant was utilized for purposes not permitted under the applicable Task Order, then Participant shall refund to Mass Tech Collaborative the amount determined by such audit within thirty (30) days of Participant's receipt of such audit and demand. Participant shall maintain books, records, and other compilations of data pertaining to the Grant payments made under an applicable Task Order to the extent and in such detail as shall properly substantiate use of such payments. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under an applicable Task Order (the "Retention Period"). If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the

Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. Mass Tech Collaborative or the Commonwealth or any of their duly authorized representatives 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 Participant which pertain to the provisions and requirements of this Grant. Such access may include on-site audits, review and copying of records.

**12. Conflict of Interest**

Participant acknowledges that all Mass Tech Collaborative employees are subject to Massachusetts Conflict of Interest statute, located at Massachusetts General Laws Chapter 268A.

**13. Lobbying**

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

**14. 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 under this Grant in which the Commonwealth or Mass Tech Collaborative 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.

**15. 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 of this Agreement 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.

**16. Waivers**

Conditions, covenants, duties and obligations contained in this Agreement 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.

**17. Notice**

All communications to Mass Tech Collaborative 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)  
Attn: Elizabeth Copeland, Associate General Counsel

All communications to Participant shall be mailed or delivered to the address, or sent by facsimile to the number set forth in Section 18.

Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by Mass Tech Collaborative.

**18. Amendments, Entire Agreement and Attachments**

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Participant and Mass Tech Collaborative unless otherwise specified in this Agreement. The parties understand and agree that this Agreement supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein. The following are attached and incorporated into this Agreement:

- i. Attachments A1 and A2: Mass Tech Collaborative's Sensitive Information Policy and Procedures
- ii. Form of Task Order; and all Task Orders entered into in accordance with the terms of this Agreement and attached hereto

PARTICIPANT'S AUTHORIZED SIGNATORY: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Check One):  Organization  Individual

Full Legal Organization or Individual Name: \_\_\_\_\_

Doing Business As Name (If Different): \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ URL: \_\_\_\_\_



**FORM OF TASK ORDER**

Task Order [FY]-01

Between \_\_\_\_\_

And Massachusetts Technology Collaborative

This Task Order <Insert No.> dated <Insert Date> between Massachusetts Technology Collaborative (“Mass Tech Collaborative”) and <Insert Name of Grantee> (“Grantee”) incorporates by reference the General Terms and Conditions (the “Agreement”) agreed to by Grantee as part of its application for funding. Capitalized terms used and not otherwise defined in this Task Order <Insert No.> shall have the meanings ascribed to such terms in the General Term and Conditions. In the event of any conflict between this Task Order <Insert No.> and the General Terms and Conditions, this Task Order <Insert No.> shall govern.

Whereas, Mass Tech Collaborative as administrator of <Insert division name> is offering financial assistance in the form of grants to entities which have submitted a request for funding consistent with the goals of the <insert division name>;

Whereas, Grantee, a <Insert type of entity>, with a <principal place of business OR residing> at <Insert Address>, has submitted an application for funding to <Insert project description> (the “Project”); and

Whereas, Mass Tech Collaborative <OR> the <Insert name of division board.>] approved the release of funds to Grantee for the Project on <Insert Date>.

Now therefore, pursuant to the terms and conditions of the Agreement and this Task Order <Insert No.>, Mass Tech Collaborative and Grantee agree as follows:

1. Term

The term of this Task Order <Insert No.> shall commence <Insert Date>, and shall expire on <Insert Date>.

2. **Performance of the Work**

The Grantee shall perform the work in accordance with the Project Plan in Attachment 1 (“Project Plan”) and the Project Budget in Attachment 2 (“Project Budget”). The Grantee 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.

3. Project Personnel.

a) Both Mass Tech Collaborative and Grantee have designated the following Persons to serve as Project Manager to support effective communication between Mass Tech Collaborative and the Grantee and to report on the Project’s progress. Each party will endeavor to maintain the continuity of its respective Project personnel.

For Mass Tech Collaborative: \_\_\_\_\_ ( \_\_\_\_\_@masstech.org) (508-870-0312 ext. )

For Grantee: \_\_\_\_\_ (<email address>) (<telephone no.>)

b) Any notice hereunder shall be in writing and shall be sent either (i) by facsimile, (ii) by courier, or (iii) by first class mail, postage, prepaid, addressed to the Project Personnel listed in Section 3(a) at the addresses of such Persons as set forth in the Agreement (or to such other address as a party may provide by notice to the party pursuant to this Section 3(b)), and shall be effective (i)

if dispatched by facsimile 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. Deliverables

- a) *Deliverables.* Grantee shall provide Mass Tech Collaborative Project Manager with the deliverables set forth in the Project Plan (the “Deliverables”).
- b) *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 Mass Tech Collaborative Project Manager in writing in advance (electronic mail acceptable), and shall be accepted without need for a formal amendment to this Agreement provided that such changes shall not exceed the Term of this Agreement as set forth in Section 2 hereof.

5. Other Requirements <Adjust as applicable>

- a) *Program Evaluation.* The Grantee agrees to support Mass Tech Collaborative's program evaluation activities, and Mass Tech Collaborative's goal to disseminate information regarding Grantee's experiences. To this end, the Grantee agrees that its key personnel and contractors working on the Project will be available at reasonable times with advance notice to be interviewed by Mass Tech Collaborative or its authorized representatives for purposes of program evaluation or case study development.
- b) *Cost Reimbursement and Cost Sharing.* The Grantee shall be compensated on a cost-reimbursement basis for actual direct costs incurred in the performance of the Project Plan. As a condition of the Grant, Grantee shall share the costs for performance of the Project Plan in an amount that is equal to the lesser of \_\_\_\_\_ percent ( \_\_%) of the actual costs incurred or \$\_\_\_\_\_ (the “Cost Share”). The sources and amount of Grantee's Cost Share are set forth in the Project Budget.

6. The Grant

In consideration of this Task Order \_\_\_\_\_ and the Agreement, and as full compensation for Mass Tech Collaborative'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, Mass Tech Collaborative shall pay to the Grantee a maximum amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the cost elements identified in the Project Budget to be funded with Mass Tech Collaborative funds, subject to the provisions and restrictions contained herein. In executing this Task Order, Grantee acknowledges and agrees that its receipt of the Grant does not create any rights of preferences for Grantee to receive subsequent funding from Mass Tech Collaborative for design and/or construction or otherwise.

7. Payments and Invoices

The Grantee shall follow Generally Accepted Accounting Principles (“GAAP”) as well as any applicable accounting standards related to the Grantee's receipt of other federal or state funds. If there is not an applicable standard for Grantee, Grantee shall follow Part 31 of the Federal Acquisition Regulations.

a) *Allowable Charges.*

i. Direct Costs. The Grantee shall be reimbursed for direct costs incurred in the performance of the Project Plan and as specified on a line item of the Project Budget, as follows:

1. Direct Labor: services performed by Grantee's employees under the terms of this Agreement at the actual labor rate per hour for each employee or the rate set forth in the Project Budget for the employee, whichever is less;
2. Subcontractors/Consultants: services provided by Grantee's subcontractors/consultants at the actual cost paid for Project services which shall not exceed the amount set forth in the Project Budget;
3. Direct Materials: the cost of direct materials purchased which shall not exceed the amounts set forth in the Project Budget;
4. Other Direct Costs: the cost of other direct materials purchased or costs incurred which shall not exceed the amounts set forth in the Project Budget. (*e.g.*, postage, telephone, publications, graphics, *etc.*); and
5. Travel: the reasonable and necessary costs incurred for travel, lodging, meals and incidental expenses, as set forth in the Project Budget. Reimbursement for the use of personal vehicles shall be limited to the Internal Revenue Service business standard mileage rate.

ii. Indirect Costs. The Grantee shall be reimbursed for such indirect costs (*e.g.*, General and Administrative Overhead) at their government-approved rate or at the Grantee's actual indirect cost rate calculated in accordance with Part 31 of the Federal Acquisition Regulations which shall not exceed the rate 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, Grantee may shift funds between the line items associated with each task [*or category*] provided that the totals for each task [*or category*] as set forth in the Project Budget are not exceeded. Additionally, Grantee may, with the prior written permission of Mass Tech Collaborative PM, shift funds between each task [*or category*]. Grantee may not, however, increase the hourly rates as listed in the Project Budget.

c) *Payment Terms.* Mass Tech Collaborative shall pay the Grantee within forty-five (45) days after receipt of a properly documented invoice, unless Mass Tech Collaborative should determine that any such payment or any part thereof is otherwise not properly payable pursuant to the terms of this Agreement or the Project Budget.

d) *Invoices/Payment Schedule*

- i. Invoices shall be addressed to Mass Tech Collaborative personnel identified in Section 3(a) above.
- ii. Grantee may submit invoices for payment quarterly <(OR upon completion of each milestone and submission of each milestone briefing)> using the template provided by Mass Tech Collaborative. Such invoices shall make reference to the Task Order Number set forth above. The invoice shall set forth total Project costs incurred. These shall be broken down into Mass Tech Collaborative's funding share and, if applicable, Grantee's cost-share or other co-funding share. They shall be in a format consistent with the cost categories set

forth in the Project Budget. Invoices shall provide reasonable documentation to provide evidence of costs incurred, including:

- 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 Grantee prior to submission to Mass Tech Collaborative; 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 Mass Tech Collaborative.

#### 8. Insurance

Grantee shall obtain and maintain in effect through the term of this Task Order <Insert No.> appropriate insurance coverage for its activities under this Task Order <Insert No.>, including, but not limited to, comprehensive general liability insurance (bodily injury and property damage). At Mass Tech Collaborative's request, Grantee will provide Mass Tech Collaborative with copies of the certificates of insurance evidencing such coverage. Each policy of insurance required by this Task Order <Insert No.> shall contain a provision endorsed to Mass Tech Collaborative that the insurance provided therein may not be canceled or materially modified (e.g., non-renewed or reduced) without thirty (30) days prior written notice to Mass Tech Collaborative. Mass Tech Collaborative shall be an additional insured on such policy or policies. The carrying of any of the insurance required hereunder shall not be interpreted as relieving the Grantee of any responsibility to Mass Tech Collaborative. The Grantee shall assist and cooperate with any insurance company in the adjustment or litigation of all claims arising under this Task Order <Insert No.>.

#### 9. Affirmation of Warranties and Certifications

Grantee hereby represents and warrants that, as of the date of this Task Order <Insert No.>, all of the representations, warranties and certifications of Grantee set forth in the General Terms and Conditions are true and correct and Grantee is in compliance with all of Grantee's obligations under the General Terms and Conditions and each other Task Order between Mass Tech Collaborative and Grantee.

#### 10. Amendments, Entire Agreement and Attachments

All conditions, covenants, duties and obligations contained in this Task Order <Insert No.> may be amended only through a written amendment signed by the Grantee and Mass Tech Collaborative. Except for the General Terms and Conditions incorporated herein by reference, the parties understand and agree that this Task Order <Insert No.> supersedes all other verbal and written agreements and negotiations by the parties regarding the Project set forth herein. The following are attached and incorporated into this Task Order <Insert No.>:

- i. Attachment 1 – Project Plan, Deliverables and Schedule
- ii. Attachment 2 – Budget

Attachment E  
**Entrepreneur Mentoring: Experts Gathering**  
**Meeting Summary**

**Meeting Date:** May 25, 2016, 1:30-3:30pm

**Location:** Massachusetts Technology Collaborative, Westborough, MA

**Participants in Attendance**

Cape Cod Chamber  
Fairmount Innovation Lab  
LearnLaunch  
Berkshire Starts  
North Shore InnoVentures  
Innovation Institute  
MetroWest TechSandBox  
Valley Venture Mentors  
Massachusetts Executive Office for Housing and  
Economic Development  
Interise  
Spark  
Epicenter Community  
MassDevelopment  
EforAll  
Smarter In the City  
The Capital Network

## **Group Discussion: Collaboration in the Mentoring Community - Main Takeaways**

- ***Collaboration is ingrained and takes many forms.*** For most groups involved in entrepreneur mentoring, collaboration is an intrinsic part of their routine operations, and in some cases, is a necessary matter of survival. Collaboration can help meet a need that a group can't meet on its own without overextending itself. Objectives and partners can vary widely. Examples include:
  - ***Programs:*** Learn Launch coordinates with The Capital Network on channeling participants to finance-related trainings
  - ***Service:*** Spark works with SCORE to provide appropriate assistance to main street mom & pop businesses
  - ***Space:*** The Capital Network, which runs programs at different venues, maintains desk space at Learn Launch
  - ***Materials:*** Accelerate Boston benefits from transactional collaboration – e.g., in-kind contributions like printing – that is essential to execute programs.
  - ***Promotion:*** Interise partners with UMass Dartmouth to promote and outreach for program events in the SouthCoast region.
  - ***Expansion:*** Valley Venture Mentor is approached by other organizations, such as Worcester CleanTech Incubator, to expand its program approach to other cities
- ***There is interest in exploring ways to expand collaboration across groups.*** Potential areas include:
  - ***Mentors:*** Several participants could see value in referring mentors who do not fit their program needs to other organizations. Other participants noted that there may be some “star” mentoring contacts they would choose to keep close. The group by-in-large agreed that it may be useful to raise the profile of mentors and mentorship to expand the overall pool of available mentors for entrepreneurs across the Commonwealth.
  - ***Tools:*** Many participants emphasized they would like to see collaboration extend to useful tools needed for program functions and operations, including, but not limited, to program evaluation mechanisms, entrepreneur and alumni tracking, and mentor matching.
  - ***Content:*** There was interest in exploring if the mentoring community could collectively “raise the comprehensiveness and quality” of curriculum by sharing content resources in certain areas – e .g., teaching entrepreneurs about entrepreneurship.
- ***Proximity is valuable to collaboration.*** The shape that collaboration takes is often very localized. It is motivated by access to potential partners and resources nearby and imperatives to meet immediate gaps and needs. Groups are also more likely to collaborate with partners they know face-to-face and with whom they have working relationships.
- ***Organizational identity is important.*** It was mentioned that a clear sense of organizational identity and ambitions is foundational for collaboration. Communicating these dimensions repeatedly and widely can lead to solicitations to partner with like-minded groups that share similar/ complimentary goals.

- ***Collaboration can lead to upside for the surrounding ecosystem.*** Collaboration can bring new players into the regional entrepreneurship ecosystem. North Shore Innoventures has engaged a consortium of four area colleges in the North Shore with interests in life sciences to work collaboratively to retain and train students, support new ventures, and ultimately support local job growth.
- ***There can be limitations.*** When groups rely on the same funding sources, or target similar services to the same community, it may add an extra dimension of consideration with regard to collaboration. It was noted that “respect for the local ecosystem” and knowing the intentionality of funding – who’s using what funds to implement what—is a matter of good practice for engaging with local partners. There is also the potential risk of collaboration pulling an organization into directions that stray too far from its core mission and intended plans.
- ***Suggested ideas for future action:***
  - *Develop a “platform” to build greater community and knowledge sharing across the mentoring community.* It may serve multiple purposes, such as:
    - Exchange of best practices, tools, content, and other relevant information and resources.
    - Networking to provide a sense of how different organizations may be linked (or not) in different dimensions such as sponsors, volunteers, mentors, entrepreneurs, etc.
    - Awareness building of what’s taking place across the landscape in terms of partnerships, initiatives, events, and other activities.
    - Recruitment of new mentors through a single distribution point with low barriers to entry that serves as a means to expand the “funnel” of potential new entrants.
  - *Celebrate National Mentoring Month* collectively to bring more visibility to the value of mentors and mentorship and encourage more volunteer mentors for entrepreneurs.
  - *Create a resource guide* to better describe and explain which organizations are doing what and how they may be promoting different aspects of entrepreneurship.
  - *Organize tour(s) of programs by region.*
  - *Construct a “gamification” scheme* that positions various accelerators, pitch contests, and other related programs into one overarching system to encourage entrepreneurs to pursue a continuum of participation at different venues to gain added support for their new ventures
- ***Links to helpful resources mentioned during the meeting:***
  - [National Mentoring Month is embraced by several organizations locally.](#)
  - [International Business Innovation Association provides resources and tools that have been helpful to several different organizations.](#)
  - [Cleantech Navigate Northeast](#) provides a model of a comprehensive database of particular entrepreneur tools and resources.