



THE INNOVATION INSTITUTE

at the MassTech Collaborative

Collaborative Research Matching Grant Program

Request for Grant Applications

RFA No. 2020-JAII-04

Massachusetts Technology Collaborative

75 North Drive

Westborough, MA 01581-3340

<http://www.masstech.org>

Procurement Team Leader:	James Byrnes
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Answers to Questions Posted:	Posted Within Seven Business Days of Receipt
Responses Due:	Rolling Submission
Eligible Applicant Presentations:	As Requested by the Mass Tech Collaborative

1 **Introduction**

The John Adams Innovation Institute (“Innovation Institute”), a division of the Massachusetts Technology Collaborative (“Mass Tech Collaborative”), is offering matching funds for capital expenditures made in connection with promising, large-scale collaborative research projects that are sponsored by public, private, nonprofit entities and nonprofit research institutions in the Commonwealth.

Working in close collaboration with the Executive Office of Housing and Economic Development (“EOHED”) in Massachusetts, the Innovation Institute seeks to support both basic and applied research projects that will have the most potential to spur innovation, cluster development, new business formation and job growth in the Commonwealth. With the convergence of technologies made possible by advances in computing and related advances in digital technologies of all kinds, both the EOHED and the Innovation Institute are welcoming applications focused on developing new technologies, systems integration facilities, computing, and other platform infrastructures that improve the competitiveness of industry clusters and address demonstrated needs in the marketplace.

This grant application is offered through an open solicitation. Applicants are encouraged to notify the Innovation Institute of their interest to apply and are asked (but not required) to submit a preliminary concept paper prior to submitting a full application.

All infrastructure awards and resulting expenditures are subject to the availability of bond funding from the Commonwealth as determined by EOHED and the Executive Office for Administration and Finance.

In an effort to better leverage the infrastructure supported through state research and development bond fund resources, the Innovation Institute will consider providing modest operating support for specific project activities. These companion requests, intended to be for smaller dollar amounts, will be considered through the sole discretion of the Innovation Institute at the Mass Tech Collaborative. Any funding decisions on operating support will be made based on the described need, added benefits, and the availability of scarce operating funds.

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

Applications to this Solicitation shall be accepted on a rolling basis.

2 **Overview and Objectives**

2.1 **Framework**

The Collaborative Research Matching Grant Program is intended to support large-scale, collaborative research projects involving two or more research organizations that have the most potential to spur innovation, cluster development, new business formation, and job growth through industry partnerships in the Commonwealth. The role of universities is central to the objectives of this solicitation which seeks to build on and expand collaboration amongst research institutions and industry. All Grant Applications must include collaboration amongst two or more universities or research institutions.

Applications to the Matching Grant Program will be evaluated by an Investment Advisory Committee (“IAC”). The IAC, comprised of accomplished industry and academic leaders, will review, on a project-by-project basis, the technical merit and economic impact of each individual application and will make a recommendation to the MassTech Board of Directors, the governing body of MassTech, which has final authority to approve Collaborative Research Matching Grant Program awards.

Provision of grant funds is specifically contingent upon satisfaction of the following conditions: completion of all required Mass Tech Collaborative internal approvals; receipt of written notice of matching award(s) from federal government, foundations, corporations, or private capital funds; execution of an agreement between the awardee and applicable partners; execution of a Project Grant Agreement between the Mass Tech Collaborative and the awardee; and the availability of funds from the Commonwealth’s capital budget.

2.2 Focus Areas

Through the allocation of Collaborative Research Matching Grant Funds, the Commonwealth aspires to identify and support the highest-value opportunities to strengthen and expand the state's economy, with a focus on existing or new industry clusters in Massachusetts that offer the greatest potential for sustainable competitive advantage and global leadership. Evaluation considerations for this goal will include:

- Is there a critical mass of firms within the sector/cluster already in the state?
- Is the growth and success of the sector/cluster driven by access to the areas of strength that characterize the Massachusetts Innovation ecosystem – talent, capital, proximity to world class research universities, etc.?
- Can government intervention/engagement positively influence the trajectory of the cluster/sector?
- Have the Massachusetts firms that are members of the sector/cluster: (1) already achieved a leading position in the market and are they seeking to sustain and expand this position; or (2) have they demonstrated the potential to achieve a dominant position in the marketplace within the next five to ten years?
- What is the future workforce/ talent challenge for this sector/cluster?

Policymakers within EOHE and the Innovation Institute at MassTech have been fully engaged in cluster-based economic development for some time. The list of priority sectors/clusters for the Collaborative Research Matching Grant Program is based upon information and input from sources and stakeholders throughout the Commonwealth and is therefore continuously evolving. Currently this list includes emerging technology sectors/clusters such as data analytics and artificial intelligence technologies (e.g., machine learning, natural language processing), blockchain, quantum computing, fintech, robotics, cybersecurity, digital health, and advanced manufacturing and materials. The component know-how, materials and other critical inputs can create opportunities within a sector/ cluster-focused project that can contain the potential for significant increases in new economic growth.

The capabilities of companies and universities can contribute directly to the creation and deployment of new knowledge, efficiencies, value, products, and innovations with the potential for significant economic growth and job creation in the state. In addition, the talent trained in research projects with a sector/ cluster-focus provides a better equipped future workforce; a significant value-add in today's labor market. The continuing evolution of these technology sectors/clusters contributes to a vibrant digital economy in Massachusetts, and has the potential for furthering the global reach of the state's innovation economy.

All applicants to the Collaborative Research Matching Grant Program must demonstrate Massachusetts' competitive advantages in the sector/cluster that is the focus of the application, and how that sector/cluster represents an existing strength upon which the Commonwealth can build its economy. Additionally, applicants should describe how the R&D project will impact the sector/cluster growth.

2.3 Eligibility Criteria

In order to be eligible to receive funds from the Collaborative Research Matching Grant Program the applicant must be a public or private research university, non-profit research institution, or other non-profit entity legally organized in Massachusetts.

Grant Applications must identify and describe an opportunity that focuses on: (i) existing or emerging economic strengths and assets in the innovation economy that will expand an existing or emerging industry cluster; or (ii) developing the potential to achieve marketplace dominance in one or more existing clusters. All Grant Applications must include collaboration among two or more universities or research institutions. Interested parties that are invited to submit a full application will be required to submit a

project plan and budget that complies with the requirements set forth in Section 2.5 Section 2.6 and Exhibit 2.

2.4 Evaluation Criteria

All Grant Applications will be evaluated against the qualifications, capacity and experience of the proposed project team, as well as the project's demonstrated potential for success in each of the following evaluation categories:

- Scientific & Technological Merit

All applications must sufficiently describe and document the potential of the proposed project to result in new (or materially enhanced) products, processes, applications or other know-how which will result in a position of dominance for the target sector/cluster.

- Collaboration

All successful applications must involve the participation and cooperation of multiple organizations from industry and academia. Ideally, applications: (i) will be based on the best available talent; (ii) will focus on achieving maximum economic development impact; and (iii) must include collaboration with more than one research institution, including both private and public universities. The proposed effort should incorporate learning and best practices from existing university and research-based interactions with industry, with a special emphasis on the transfer or other dissemination of project outcomes into the marketplace.

- Priority Industry Sector or Technology

Applicants must specify and describe the priority industry cluster or technology sector that is the target of the application. Examples of priority sectors/clusters include, but are not limited to: data analytics and artificial intelligence technologies (e.g., machine learning, natural language processing), blockchain, quantum computing, fintech, robotics, cybersecurity, digital health, and advanced manufacturing and materials. Project partners must also be able to work with other sectors or technology participants in collaborative efforts to achieve outcomes that contribute directly to and result in economic growth and increased employment opportunities with an emphasis on transfer or dissemination of project outcomes.

- Economic Development Strategy & Effects

Applications must include a description of how a target sector/cluster relates to the proposed project and include a description on how the applicant will support growth in the sector/cluster as a result of the project's proposed activities. This strategy must identify cluster strengths (where applicable), the market position of project proponents in Massachusetts, the relevant experience and resources of project partners, and what links it will establish to connect the project plan to economic development outcomes and market growth. As appropriate, the strategy should consider the involvement and participation of leading and emerging industry associations, entrepreneurship groups, investment capital sources, and other categories of economic actors in the relevant innovation ecosystem in the Commonwealth. Descriptions of planned activities should identify and describe engagement with key, private stakeholders who are eligible to be champions of specific projects and initiatives. Priority will be given to projects that include high-impact activities with direct, immediate interaction with industry that demonstrably enhances competitiveness and industry sector or technology dominance.

- Regional Impact Beyond Traditional Innovation Centers

Priority will be given to applications that extend economic impacts into regions beyond Greater Boston and other areas that already enjoy concentrations of innovation capacity and related economic development activity. These include Gateway Cities and regional economies, including those adjacent to or connected to New England-wide innovation economy assets.

- Workforce Development, Talent Pipeline & Retention

Priority will be given to projects that include an education or training component connected to current and/or future labor market needs, and including talent retention strategies such as co-operative employment, internships, job placements, and direct hiring. Applications that include partnerships with community colleges, workforce investment boards, career centers, and with companies and industry associations will be viewed favorably.

- Sources of Funds

Applications will be evaluated based upon the total amount of funds requested from the Innovation Institute and the amount, source, composition, and strength of the commitment of matching funds balanced against the potential overall economic impact of the project on the Massachusetts innovation economy. Larger amounts invested from matching sources may or may not result in proportionally greater economic impacts. Therefore, projects creating impacts that address unmet economic needs and opportunities resulting in sector or technology growth and dominance in the Massachusetts' innovation economy may be given priority over those that request comparatively less funding or are designed simply to attract funds from the federal government or other sources.

The order of these factors does not generally denote relative importance. The Mass Tech Collaborative reserves the right to consider such other relevant factors as it deems appropriate.

2.5 Mandatory Cost Sharing/Match Requirements

A requirement for all awards will be additional, companion expenditures of awards by the federal government, universities, foundations, private capital funds, or corporations that match state investment. The Mass Tech Collaborative prefers that investments be matched on a 3:1 basis. Exceptions may be made for Grant Applications that can make a compelling case, but **all investments must be matched on at least a 1:1 basis**. All contributions, including cash, non-cash and third-party, in-kind contributions, will be accepted as part of the grant recipient's cost sharing requirement provided that such contributions meet all of the following criteria: (i) are necessary to accomplish the objectives of the Collaborative Research Project; (ii) are included in the approved budget for the Collaborative Research Project; (iii) are allocated separately for the Collaborative Research Matching Grant Program award; (iv) are verifiable from recipient's records; (v) are not included as matching contributions for any other federal or state-supported project; and (vi) are not provided by a state agency in the Commonwealth (as defined in section 39 of chapter 6 of the Massachusetts General Laws). It is expected that the applicant's match funds will be expended ratably with the Collaborative Research Matching Grant Program funds during the award period. To the extent the applicant's Grant Application deviates from these expectations, the applicant must clearly describe and justify the proposed alternative approach. The Mass Tech Collaborative will evaluate the composition of the project team's cost share within the context of the project team's demonstrated commitment to the project and financial capacity.

2.6 Use of Proceeds

The proposed use of proceeds should be consistent with the foundational principles of the Collaborative Research Matching Grant Program. The grant funds to be provided by Mass Tech Collaborative must be used for capital expenditures related to the project. However, any companion requests for operating funds, if awarded, will not carry the restrictions that are applied to grant funding for capital projects, including the match requirement.

As part of their full Grant Application, applicants must submit the budget for their overall Collaborative Research Project, including the portions of the project not funded by the Mass Tech Collaborative. In that overall budget, applicants should specify which portions are associated with the capital projects expenses proposed to be funded by the Mass Tech Collaborative. Any capital expenditure to be funded by the Mass Tech Collaborative under this program must be one that will be accounted for by the recipient in its financial records as a capital expenditure under Generally Accepted Accounting Principles ("GAAP"). Examples of such capital expenditures could include expenditures for the acquisition of land and existing facilities, construction of new buildings, renovation of existing buildings, and the purchase of equipment

and technology research platforms. Such capital expenditures may also include salaries of staff directly engaged in planning and managing capital projects **to the extent such expenditures are capitalizable under GAAP**. Salaries of individuals engaged in operations, as well as other operating costs, are not capital expenditures. As noted above, these restrictions will not apply to any operational funding that is tangentially awarded.

2.7 Management and Reporting Requirements

Within 60 days after the execution of a Project Grant Agreement, the awardee and Mass Tech Collaborative will mutually schedule a kickoff meeting to review the activities proposed to be conducted under the agreement, schedule, and reporting requirements.

All awardees must provide the following minimum deliverables to the Mass Tech Collaborative, as more fully described in the Agreement:

- Semi-Annual progress and financial reports;
- Certified Quarterly invoices with supporting details for both costs to be reimbursed and match funds
- Annual reports detailing research and related activities;
- Information on technology transfer and associated economic benefits; and
- Additional metrics as appropriate and identified by the applicant and/or the Mass Tech Collaborative.

The Mass Tech Collaborative reserves the right to require an awardee to establish an advisory board that has one (1) member of such board selected by the Mass Tech Collaborative. Awardees may also be required to host project site visits by Mass Tech Collaborative staff and contractors and participate in interviews by the Mass Tech Collaborative or its designees for purposes of monitoring and evaluation.

2.8 Funding

The Collaborative Research Matching Grant Program will fund Collaborative Research Projects for larger, long-term priority projects (generally targeted at \$3-5 million over multiple years.) These will mostly be high-value, high-impact collaborative research and development and deployment opportunities to establish or sustain dominant competitive positions in the marketplace. Grant Applications requesting these larger amounts for any focus area will be required to demonstrate a potential for larger and more widespread impact and sector dominance in the state's innovation economy

MassTech will also consider Grant Applications at smaller dollar amounts for Collaborative Research Projects that contribute to a strategic approach to create or grow a targeted or emerging industry cluster, sector, or technology.

In addition to the funding levels described above, Mass Tech will also consider tangential funding for operations on a case-by-case basis. Operating funds are subject to availability and should only comprise a small portion of the overall requested amount (e.g., 5-10%). Applicants are advised to consult with the Innovation Institute on availability of operating funds prior to drafting a concept paper or proposal.

The Mass Tech Collaborative will disburse all funds on a reimbursement basis in accordance with the budget, payment terms, schedules, and other terms and conditions established in the Project Grant Agreement. The availability of grant funds will be based upon the actual allocation of funds from the Commonwealth's budget to the Mass Tech Collaborative for this program.

3 Application Process

3.1 Concept Paper and Application Submission Instructions (see Section 3.5 for further clarification)

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

- a. **Concept Papers** must be submitted by email (.pdf or .doc) to Downing@masstech.org and copied to Byrnes@masstech.org prior to submission of a full Application. (See Exhibit 1)
- b. A signed Concept Paper Authorized Applicant's Signature and Acceptance Form (Attachment A) must be submitted with the Concept Paper.
- c. All **Applications** must include an Application Cover Sheet (Attachment B1) and an Authorized Applicant's Signature and Acceptance Form (Attachment B2). Applications must be submitted in writing, on 8 ½ x 11 paper (including all required submissions), with one (1) unbound original; and one electronic version (.pdf or .doc with the budget in Excel format) thereof.
- d. **Applications must** be delivered as follows:

Hardcopy applications must be submitted to-
Solicitation No. 2020-JAII-04
Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581

With the electronic version submitted to-

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

- e. A statement indicating compliance with the terms, conditions and specifications contained in this Solicitation must be included with the Concept Paper. **Submission of the signed Concept Paper Authorized Applicant's Signature and Acceptance Form (Attachment A) with the Concept Paper shall satisfy this requirement.**
- f. Any and all responses, Applications, data, materials, information and documentation submitted to Mass Tech Collaborative in response to this Solicitation shall become Mass Tech Collaborative's property and shall be subject to public disclosure. As a public entity, the Mass Tech Collaborative is subject to the Massachusetts Public Records Law (set forth at Massachusetts General Laws Chapter 66). There are very limited and narrow exceptions to disclosure under the Public Records Law. If an Applicant wishes to have the Mass Tech Collaborative treat certain information or documentation as confidential, the Applicant must submit a written request to the Mass Tech Collaborative's General Counsel's office no later than 5:00 p.m. fourteen (14) business days prior to the required date of Application submission set forth in Section 4.2 below, if specified; if this is a rolling RFA, the written request must be submitted no later than 5:00 p.m. fourteen (14) business days prior to the intended submission date. The request must precisely identify the information and/or documentation that is the subject of the request and provide a detailed explanation supporting the application of the statutory exemption(s) from the public records cited by the Applicant. The General Counsel will issue a written determination within ten (10) business days of receipt of the written request. If the General Counsel approves the request, the Applicant shall clearly label the relevant information and/or documentation as "**CONFIDENTIAL**" in the Application and **shall only include the confidential material in the hard copy of the Application, if a hard copy is required.** Any statements in an Application reserving any confidentiality or privacy rights that is inconsistent with these requirements and procedures will be disregarded. Confidential data shall not be submitted electronically.

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

3.2 Application Timeframe

This is a rolling submission. Concept Papers and Applications will be accepted on an ongoing basis while the RFA remains open.

Mass Tech Collaborative reserves the right to waive the Concept Paper requirement in the face of pending federal solicitation deadlines that necessitate timely review of a full proposal.

3.3 Questions

Questions regarding this Solicitation must be submitted by electronic mail to proposals@masstech.org with the following Subject Line: "Questions – Solicitation No. 2020-JAII-04". Responses to all questions received will be posted to the Mass Tech Collaborative's and the COMMBUYS websites within one week of being received.

3.4 Interviews & Selection of Awardees

Applications will be subject to an administrative review to determine compliance with the RFA requirements. Mass Tech Collaborative staff may contact the applicant to request supplemental or clarifying information as part of the formal review process. The staff may also request an interview with or presentation by the applicant. All awards under this RFA are subject to review and recommendation by the Collaborative Research Matching Grant Program Investment Advisory Committee and subject to final review and approval by the Mass Tech Collaborative Board of Directors.

3.5 Application Guidelines

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

Concept Paper:

- Concept Paper (See Exhibit 1 for guidelines) with the Concept Paper Authorized Applicant's Signature and Acceptance Form (Attachment A)

Application:

- Application Cover Sheet (Attachment B1)
- Application Authorized Applicant's Signature and Acceptance Form (Attachment B2)
- Project Plan Narrative (this section must include a schedule, milestones, deliverables, projected outputs and outcomes and related performance measures and indicators) (See Exhibit 2 for guidelines)
- Signed Organizational Approval Letter stating the sponsoring organization's support for the proposed project

- Letters of participation and letters of support from collaborating organizations including any organizations providing match
- Biographical sketch (limited to 1 page each) for the Project Director and key staff for the proposed project. There should be at least one biographical sketch from each collaborating organization.
- Project Budget (see Exhibit 2 for budget guidelines, and Exhibit 3 for budget template)
- Exceptions to the Grant Agreement and Statement of Work (Attachment C), if any. **ATTACHMENT C IS FOR REVIEW ONLY, PLEASE DO NOT COMPLETE OR SIGN.**

4.0 GENERAL CONDITIONS

4.1 General Information

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

4.2 Posting of Modifications/Addenda to Solicitation

This Solicitation has been distributed electronically using the Mass Tech Collaborative and COMMBUYS websites. If the Mass Tech Collaborative determines that it is necessary to revise any part of this Solicitation, or if additional data is necessary to clarify any of its provisions, an addendum will be posted to the websites. It is the responsibility of each potential Applicant to check the Mass

Tech Collaborative and COMMBUYS websites for any addenda or modifications to the Solicitation. The Mass Tech Collaborative accepts no liability and will provide no accommodation to Applicants who submit a response based on an out-of-date Solicitation.

Exhibit 1

Collaborative Research Matching Grant Concept Paper Guidelines and Outline

This guide is to be used as a starting point for the development of a concept paper. The purpose of a concept paper is to determine the intersection and alignment of the proposed project with the goals of the Collaborative Research Matching Grant Program. The concept paper will allow the Innovation Institute to perform due diligence in determining the appropriateness of a full proposal submission. Concept papers should be clear and concise, not more than 10 pages (inclusive of appendices) and free of policy of business jargon.

Outline:

Introduction: Provide a brief description of the project for which you are seeking funding. Demonstrate that you understand the mission of the Collaborative Research Matching Grant Program and explain how the proposed project fits in with its objectives. Describe all collaborative partners, the benefit of such partnerships and their role in the project. Be sure to define the unmet need and answer the question: Why does this project matter?

Project Description: Concisely describe what the applicant proposes to do, the approach and potential impacts. Identify the “unmet need” and explain how the proposed project is the best possible solution to meeting this need. Be sure to address the timeliness of the work being proposed and explain how the experience of the applicant and its partners makes them the best suited for performing this work. Explain the cluster development aspects of the approach being proposed and show why this approach is the best solution (make a compelling case for funding). In the case of requests for larger amounts explain how the proposed research project will create or grow the target cluster or industry.

Goals and Objectives: Outline the goals and objectives of the project being described. Goals will represent a simple and clear statement of the vision, specifying the accomplishments to be achieved if the vision is to become real. Objectives will represent a statement of measurable outcomes that relate to the program goals and will include clear statements of the specific activities required to achieve the outcomes necessary for reaching the objective.

Benefits/Anticipated Cluster Outcomes

This section will speak to the expected outcomes of the project and how the outcomes benefit the targeted cluster or (technology) sector.

Methodology & Timelines

How will the project be carried out? Make sure you have connected goals and objectives to your methodology/timeline.

Support Needed & Costs

State the total dollar amount for the project, provide a high-level budget for the capital funds being requested and provide information about how funds will bring benefit to the overall project. Be sure to provide an overview of the required match including how those funds will be used and the current state of securing the required matching funds. Also describe any significant facilities and equipment already in place to complement the project. Also include information on key personnel and their previous relevant experience.

Contact Information

Provide full contact information for the individual responsible for the proposed project and the applicant.

Exhibit 2

Project Plan Narrative and Budget Guidelines

Project Objectives

Describe the expected outcomes of the Collaborative Research Project in terms of the innovation, economic development and job growth that will be developed through this Collaborative Research Project. (2-3 pages)

- What is the unmet need in the marketplace (or various marketplaces) that represents an opportunity for new products, processes, and/or services?
 - What is the significance and/or size of this market opportunity?
 - What are the key external factors that are creating and driving this opportunity?
 - How is the market for the innovation to be developed under this project expected to change/grow over time?

- What is the current state of the art/status of products, processes, and/or services that address this unmet need in the marketplace?
 - What are the known functional/performance/cost requirements that must be addressed by new products, processes, and/or services to be competitive in this market?
 - What are the known technical barriers to achieving those functional/performance/cost requirements?

- How does this project contribute to the development of the Commonwealth's highly skilled workforce and talent pipeline?

The Concept

Describe the concept for the product, process, and/or service that will be developed through this Collaborative Research Project. (5-8 pages)

- Using schematics, block diagrams, flow charts, sketches, etc. as appropriate, describe the product, process, and/or service.
- How and to what extent does this concept represent an improvement to the current state of the particular products, processes and/or services?
- What are the primary technical barriers that need to be addressed in order to develop the concept?

The Collaborative Research Project

Present the technical plan for the Collaborative Research Project in sufficient detail to enable reviewers of the proposal to understand "what, how, where, when, why, and by whom" the R&D will be carried out. In particular, the technical plan must distinguish the role of each partner and how the R&D efforts will be coordinated/integrated. (5-10 pages)

- What are the technical objectives of the Collaborative Research Project?
 - What are the overall technical objectives of the Collaborative Research Project?
 - What are the technical objectives of the R&D that will be conducted by the primary applicant?

- What is the work plan for the project?
 - Describe all major tasks and subtasks.
 - Explain the technical rationale for each task.
 - Identify major risks and innovation inherent in specific tasks and strategies for managing risk.
 - Identify any linkages/dependencies between tasks conducted by the applicant and those conducted by the applicant's partners.

- How will the project be managed?
 - What are the key milestones and success metrics for the Collaborative Research Project?
 - What are the performance measures and indicators that will be used to evaluate the performance of the grant recipient in carrying out the Collaborative Research Project?
 - Describe how the activities conducted by the partners will be coordinated.
 - Provide a Gantt chart for the project that illustrates the timing of major tasks and key subtasks.

The Team

Describe the partners, the key members of the technical, management, and business teams of the partners, and the role each is expected to play in the Collaborative Research Project. (3-5 pages plus resumes).

- Identify the key management and technical personnel who will be involved in the Collaborative Research Project. (Provide resumes in an appendix).
- Provide an organization chart that clearly delineates the roles and responsibilities of each partner during the Collaborative Research Project.
- Identify and describe the role of any consultants, partners or major subcontractors.
- Summarize each partner's relevant experience and expected contributions to the project (including intellectual property) that will contribute to the overall project success.
- Describe each partner's major facilities, equipment and other resources that will contribute to the execution of the project.

The Commercialization Plan and Pathway to Economic Benefits for Massachusetts

Describe the plan, resources and timeline to implement the innovation being developed through the Collaborative Research Project, with particular emphasis on the distinct roles and resources that will be deployed through the partners. (5-10 pages)

- Describe the strategic vision for the partnership and projected revenue to be derived by the partners from the innovation being developed through the Collaborative Research Project over the next five years.
- Identify any key products, processes, and or services that will be commercialized, their target markets, target customers, and primary competitors.
 - Describe the value proposition that these key products, processes, or services will provide in each target market.
 - Describe the business model/strategy that will be deployed to bring the product(s), process(es), or service(s) to market.
 - Identify strategic alliances or early adopters that will accelerate/facilitate commercialization.
- Describe the roles and responsibilities of the partners in manufacturing, sales, and commercialization of products, processes or services derived from the innovation being developed through the Collaborative Research Project.
- Identify where any manufacturing will take place and any other pathways to producing economic benefit in Massachusetts.
- Describe if and how you plan to engage industrial partners beyond those already in the Project. How do you plan to work with new companies -during the course of the Project- to further develop and/ or introduce the newly developed product, process, and/or service in the marketplace?
 - Do you have an outreach strategy? What industries or market places do you intend to target?
 - How will you attract startups and SMEs?
- Describe your approaches to training and education within the Project. How do you contribute to a better skilled and equipped future workforce in Massachusetts with this Project?
- Post development, how many R&D, manufacturing, and other jobs will be created in Massachusetts over the next five years as a result of this project?
 - What are the assumptions underlying this projection?

Budget

Provide a budget for the Collaborative Research Project using the provided form. The proposed budget should be consistent with the foundational principles of the Collaborative Research Matching Grant Program. Applicants must submit the budget for their overall Collaborative Research Project, including the portions of the project not funded by the Mass Tech Collaborative. The total grant budget must show the funding requested and the match on a 1:1 basis, at a minimum but preferably a 3:1 basis. The grant budget must also provide a summary of projected grant expenditures by fiscal year (July-June) in the applicable tab of the Capital Project Budget Form. In the total budget, applicants should specify which portions of the capital expenditures associated with projects are proposed to be funded by the Mass Tech Collaborative. Any capital expenditure to be funded by the Mass Tech Collaborative under this Program must be one that will be accounted for by the recipient on in its financial records as a capital expenditure under Generally Accepted Accounting Principles ("GAAP"). Allowable grant expenses include Capital expenditures for the acquisition of land and existing facilities, construction of new buildings, renovation of existing buildings, and purchase of equipment and technology research platforms. Such capital expenditures may also include salaries of staff directly engaged in planning and managing capital projects to the extent such expenditures are capitalizable under GAAP. Salaries of individuals engaged in operations, as well as other operating costs, are not capital expenditures. Budgets must include sufficient detail of the proposed costs and of the status of the funding that will be used to meet matching requirements. This detail can be provided in the Supporting Detail tab of the Capital Project Budget Form or in narrative form. The Capital Project Budget Form is available as a separate MS Excel® workbook on the Mass Tech Collaborative's website (www.masstech.org).

Exhibit 3
BUDGET TEMPLATE

**(AVAILABLE FOR DOWNLOAD ON THE MASS TECH COLLABORATIVE WEBSITE AT
WWW.MASSTECH.ORG)**

Attachment A**CONCEPT PAPER****AUTHORIZED APPLICANT'S SIGNATURE AND ACCEPTANCE FORM**

The undersigned is a duly authorized representative of the Applicant listed below. The Applicant has read and understands the RFA requirements. The Applicant acknowledges that all of the terms and conditions of the RFA are mandatory, and that Applicant's response is compliant with such requirements.

The Applicant understands that, if selected by the Mass Tech Collaborative, the Applicant and the Mass Tech Collaborative will execute written agreements specifying the mutual requirements of participation.

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

Applicant: _____
(Printed Name of Applicant)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

Attachment B1
Application Cover Sheet

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

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

Attachment B2**Application**
Authorized Applicant's Signature and Acceptance Form

The undersigned is a duly authorized representative of the Applicant listed below. The Applicant has read and understands the Solicitation requirements. The Applicant acknowledges that all of the terms and conditions of the Solicitation are mandatory, and that Applicant's response is compliant with such requirements.

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

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

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

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

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

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

Applicant: _____
(Printed Name of Applicant)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

**Attachment C
FOR REVIEW ONLY**

**Research and Development Grant Agreement
Between Massachusetts Technology Collaborative and
ICMPartnerName**

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

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

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

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

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

1. Term and Termination

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

2. Notices

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

Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581
508/870-0312 (phone)
508/898-2275 (fax)

Attn: General Counsel

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

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

3. **Timely Performance**

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

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

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

- a) Participant is duly authorized to enter into this Agreement, and the execution, delivery and performance of this Agreement will not conflict with any other agreement or instrument to which it is a party or by which it is bound and will not violate any law, regulation, order or other legal requirement by which Participant or any of its assets is bound.
- b) Participant and all Project Personnel of Participant are fully capable and qualified to perform the described work and Participant's other obligations hereunder, and have obtained all requisite licenses and permits to perform such obligations.
- c) Participant and its Project Personnel are familiar with, and are and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders or requirements of the Commonwealth and other local, state or federal governmental authorities applicable to or implicated by the subject matter hereunder, including, without limitation, the statutes referenced in Sections 4(d), 4(e), 8, 11 and 12.
- d) Participant and its employees are not employees, partners or joint-venturers of MassTech. Participant will be solely responsible for withholding and paying all applicable payroll taxes of any nature including social security and other social welfare taxes or contributions that may be due on amounts paid to its employees. Participant has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System, and with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch. 152.
- e) Participant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. Participant agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and Mass. Gen. Laws ch. 151B.
- f) Participant represents and warrants that all personnel performing work hereunder are eligible to work in the United States at the time of execution of this Agreement and that Participant has a continuing obligation to ensure such status during the term of the Agreement.
- g) Additional representations, warranties and certifications may be set forth in the SOW.

5. **Insurance**

Participant shall obtain and maintain in effect through the term of this Agreement appropriate insurance coverage for its activities hereunder including, but not limited to, comprehensive general liability insurance (bodily injury and property damage) and professional liability insurance. At MassTech's request, Participant will provide MassTech with copies of the certificates of insurance evidencing such coverage. Additional insurance requirements may be specified under the SOW.

6. Indemnification

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

7. Assignment and Subcontracting

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

8. Conflicts of Interest

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

9. Record Keeping, Audit, and Inspection of Records

Participant shall maintain books, records and other compilations of data pertaining to its activities under this Agreement to the extent and in such detail as shall properly substantiate claims for payment and Participant's performance of its duties under the Agreement. All such records shall be kept for a period of not less than seven (7) years or for such longer period as may be required by law (the "Retention Period"). The Retention Period starts on the first day after final payment under this Agreement is made. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MassTech, the Commonwealth and their respective duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records, and other compilations of data of Participant which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not permitted under this Agreement, then Participant shall refund to MassTech the amount determined by such audit within thirty (30) days of Participant's receipt of such audit and demand.

10. Publicity

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

11. Public Records

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

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

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

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

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

a) Participants, as well as other third parties interacting with MassTech (collectively, the "Holding Party") may receive, have access to or create confidential, proprietary or otherwise sensitive information regarding MassTech, its activities, its employees and/or third parties, such as applicants, consultants, grantees, recipients or respondents under MassTech programs, which information is not generally known by or disseminated to the public as a matter of course. Such information is sometimes referred to as "Sensitive Information." MassTech expects all Holding Parties to maintain the highest degree of professionalism, integrity and propriety with respect to Sensitive Information at all times. In addition, the Massachusetts Conflict of Interest Statute, M.G.L. Chapter 268A, prohibits current and former state employees (defined in the statute to include regular full-time and part-time employees, elected or appointed officials and independent Participants) from improperly disclosing certain categories of Sensitive Information or using it to further their personal interests, and the MA Fair Information Practices Act, Mass. Gen. Laws Chapter 66A, contains numerous legal requirements aimed at protecting "personal data" from improper disclosure.

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

c) Because the relevant legal requirements and the nature and scope of the information in question can create uncertainty, Holding Parties are urged to confer with MassTech's General Counsel if they have any questions about confidentiality, the scope or proper treatment of

Sensitive Information, or MassTech's policies with respect to such topics. It should be noted that the obligations under these policies continue even after this Agreement is terminated.

13. Choice of Law

This Agreement shall be construed under, and governed by, the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of laws principles. The Participant agrees to bring any Federal or State legal proceedings arising hereunder in which the Commonwealth or MassTech is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. This Section shall not be construed to limit any other legal rights of the parties.

14. Force Majeure

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

15. Amendments and Waivers

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

16. Severability

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

17. Headings

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

18. Counterparts

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

19. Entire Agreement, Amendments and Attachments

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

- i. Attachment 1 – Statement of Work (SOW)

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

ICMPartnerName

By: _____

By: _____

Name: _____

Name:ICMPartnerAuthorizedSignatory_____

Title: _____

Title:ICMPartnerAuthorizedSignatoryTitle____

Date: _ _____

Date: _ _____

**Grant Agreement Attachment 1
FOR REVIEW ONLY**

Statement of Work (SOW) ICMContractNo

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

1. Performance of Work, Deliverables and Schedule

- a) Participant shall perform the work in accordance with the Capital Project Plan in Attachment A ("Project Plan, Deliverables and Schedule") and the Capital Project Budget in Attachment B. Participant is solely responsible for all project decisions, the preparation of all plans and specifications, and for developing the project in accordance with the Project Plan. If Participant believes it will be unable to comply with any material element of this Agreement, including Attachment A ("Project Plan, Deliverables and Schedule") or Attachment B ("Budget & Rates/Invoice Template"), Participant shall provide written notice to the MassTech Project Manager (electronic mail acceptable) as soon as is practicable. MassTech and the Participant will then work in good faith to reach an appropriate resolution.
- b) *Deliverables.* Participant shall provide the MassTech Project Manager with the deliverables set forth in the Project Plan (the "Deliverables").
- c) *Schedule.* The parties acknowledge that the dates listed in the schedule in the Project Plan are estimates and subject to change. Any changes to the schedule must be approved by the MassTech Project Manager in writing in advance (electronic mail acceptable), and shall be accepted without need for a formal amendment to this SOW provided that such changes shall not exceed the Term as set forth in Section 1, Term and Termination, of the Master Agreement.

2. Project Personnel

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

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

For Participant: ICMPrimaryContactPersonFirstName ICMPrimaryContactPersonLastName (ICMPartnerContactEmail) (ICMPartnerContactPhone)

Participant Contact for Invoicing Matters: Name, Email and Phone

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

3. The Grant

For an award granted pursuant to Mass. Gen. Laws ch. 40J, § 4G, and as full compensation for MassTech's share of the capital costs for the performance of all work and in respect of all other capital direct and indirect cost expenses incurred in connection therewith, MassTech shall pay to the Participant a maximum amount of [WRITE OUT AMOUNT] Dollars (\$ ICMContractAmount) for the capital cost elements identified in the Project Budget to be funded with MassTech funds, subject to the provisions and restrictions contained herein. In executing this SOW, Participant acknowledges and agrees that its receipt of the Grant does not create any rights of preference for Participant to receive subsequent funding from MassTech, and the release of Grant funding by Mass Tech is subject to Mass Tech's receipt of capital funding for this project from the Commonwealth of Massachusetts in sufficient amounts to reimburse Grantee for eligible expenses.

4. Other Requirements <Adjust as applicable>

- a) *Program Evaluation.* The Participant agrees to support MassTech's program evaluation activities, and MassTech's goal to disseminate information regarding Participant's experiences. To this end, the Participant agrees that its key personnel and contractors working on the project

will be available at reasonable times with advance notice to be interviewed by MassTech or its authorized representatives for purposes of program evaluation or case study development.

- b) *Cost Reimbursement.* The Participant shall be compensated on a cost-reimbursement basis for actual capital costs incurred in the performance of the Project Plan.
- c) *Required Match.* As a condition of the Grant, Participant is required to provide matching funds for the costs incurred in the performance of the project (the "Required Match").
 - i. *Match Ratio:* Participant must match MassTech funds at a ___ : ___ ratio, expended ratably with the reimbursable costs. Participant's total match contribution shall be a minimum of [WRITE OUT AMOUNT] Dollars (\$X).
 - ii. *Acceptable Forms and Source of Match:* The required match may be either an actual expenditure or an in-kind contribution. In-kind contributions are typically in the form of labor, services, software licenses, and equipment. Actual expenditures shall be recognized in conformance with the Generally Accepted Accounting Principles. Match funds may be from the Participant or third parties, to the extent the funds are not sourced by, or considered discretionary funds under the control of, a state agency, as defined in Mass. Gen. Laws ch. 6, § 39.
 - iii. *Carry Forward:* Unmatched expenses shall remain unpaid and will be carried forward to future periods for payment, once match is met. Any unmatched expenses shall be subject to the Match Ratio in effect at the time the expenses were incurred. To the extent there is match met, over and above the required ratio, those amounts may be carried forward to match future expenses.
 - iv. *Match Documentation:* Participant shall document the Required Match on each invoice submitted to MassTech as set forth in Section 5, Payments and Invoices, below, which must be accompanied by the Invoice Certification Form in Attachment C. Payment is specifically contingent on MassTech's approval of the form and amount of the Required Match.
- d) *Governing board.* Participant agrees that it will convene a governing board to provide guidance and expertise regarding certain activities related to the project. MassTech shall have a designated seat on the governing board. The additional composition of the governing board, and the scope of its responsibilities are described in more detail in Attachment A.

5. Payments and Invoices

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

- a) *Allowable Charges.*
 - i. Capital Direct Costs. With the exception of any operating funds that may be awarded in conjunction with a Collaborative Research Matching Grant Program award all reimbursed costs must be considered actual capital costs and be recorded as such on Participant's books. The costs incurred must be in the performance of the Project Plan and specified on a line item of the Project Budget, as follows:
 - 1. Capital Equipment, Land and Buildings: capital assets purchased in accordance with the Project Budget.
 - 2. Capital Labor: services performed by Participant's employees that are deemed to be capital under the terms of this SOW, at the actual Annual Base Salary and Percent Effort for each employee or the percent effort set forth in the Project Budget for the position, whichever is less.
 - 3. Capital Fringe: Benefits related to direct labor costs, can either be incurred as a direct expense or an allocated cost with an approved rate, but must be deemed capital and allowable under the institutional rate agreement. Documentation of Participant approved rates should be submitted at the time of proposal.

4. Capital Subcontractors/Consultants: capital services provided by Participant's subcontractors/consultants at the actual cost paid for project services which shall not exceed the amount set forth in the Project Budget.
 5. Capital Materials: the cost of capital materials purchased which shall not exceed the amounts set forth in the Project Budget;
 6. Other Capital Costs: the cost of capital items purchased or capital costs incurred which shall not exceed the amounts set forth in the Project Budget; and
- ii. Capital Indirect Costs. The Participant shall be reimbursed for such capital indirect costs (e.g., General and Administrative Overhead) if allowable under their government-approved rate. Participant shall include evidence of their approved indirect cost rate with its first invoice, if not previously provided. If the Participant's indirect cost rate changes in any future years, Participant will provide evidence of the approval of such change with the next applicable invoice.
- b) Budget Adjustments. The foregoing notwithstanding, the parties acknowledge that the costs listed in the Project Budget are estimated. Therefore, Participant may shift funds between the line items associated with each category provided that the totals for each category as set forth in the Project Budget are not exceeded. Any variance between budget categories or other budget modifications will be reviewed in accordance with MassTech's Budget Guidelines in effect at the time. Any budget adjustments impacting the funding to be paid by MassTech must always be for eligible capital expenses incurred by the Participant.
 - c) Payment Terms. MassTech shall pay the Participant within thirty (30) days after receipt of invoice and determination by MassTech that all proper documentation has been provided, unless MassTech should determine that any such payment or any part thereof is otherwise not properly payable pursuant to the terms of this SOW. Payment is contingent upon performance of the work, and submission of deliverables as specified in Attachment A.
 - d) Invoices/Payment Schedule
 - i. Invoices shall be addressed to MassTech personnel identified in Section 2, Project Personnel, of this SOW.
 - ii. Invoices shall be submitted using the Invoice Template included with the contract and must include an explanation for any variances to the contract budget on the supporting schedule.

The invoice must include the signed Invoice Certification form, Attachment D, signed by an authorized representative of the participant.
 - iii. Participant may submit invoices for payment quarterly **<(OR monthly OR upon completion of each milestone and submission of each milestone briefing)>**. Invoices shall provide reasonable documentation including system-generated detailed activity reports showing income and expenses to provide evidence of costs incurred for both the costs for which reimbursement is being requested and the required match. Additional supporting documentation to support costs may be requested by MassTech from time to time and may include:
 1. Equipment, Land, Buildings: copies of invoices for the purchase of construction of capital assets;
 2. Capital 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;
 3. Capital Subcontractors/Consultants: copies of invoices for such subcontractors/consultants which have been reviewed and approved by Participant prior to submission to MassTech;
 4. Other Capital Costs: all costs shall be itemized on the invoice and supported by documentation such as vendor invoices, receipts or other documentation as required by MassTech.
 5. Matching Funds: all matching funds expensed during the invoice period must be supported and documented in a format similar to that listed above and as deemed

acceptable to MassTech. For third party cash contributions not yet expended, grantee must provide a contribution letter and documentation of receipt of funds. The contribution letter must indicate the intended purpose of the funds. Documentation of the income may be achieved with either a copy of the check or a system-generated report showing the income of cash received. Expenditure of the cash contribution, will be required as part of subsequent invoice documentation up to the cash amounts approved.

6. Access and Use

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

7. Lobbying

No Grant funds may be used to pay for or otherwise support any activities intended to influence any matter pending before the Massachusetts General Court or for activities covered by the law and regulations governing "legislative agents" or "executive agents" set forth in the Massachusetts Lobbying Law, Mass. Gen. Laws ch. 3, §39.

8. Amendments and Attachments

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

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

**SOW Attachment A
FOR REVIEW ONLY**

Project Plan, Deliverables and Schedule

**SOW Attachment B
FOR REVIEW ONLY**

Budget & Rates

**SOW Attachment C
FOR REVIEW ONLY**

Budget & Invoice Template

(see Excel workbook)

**SOW Attachment D
FOR REVIEW ONLY**

Invoice Certification Form

Invoice Number:

Research and Development Grant Statement of Work Number:

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

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

I further attest that amounts submitted as match, and documented in the attached supporting materials are:

- Allowable under, and consistent with the terms and conditions of the Agreement and approved project budget;
- Accurately recorded and valued and have been expended (or, in the case of equipment or materials contributed by third parties, received) by Participant in direct support of the project funded by MassTech; or in the case of unexpended cash, the funds have been received and will be expended in direct support of the project during the grant period and will be documented in a future invoice;
- Not counted as match under any other award; and
- Not sourced by, or considered discretionary funds under the control of a state agency as defined in Mass. Gen. Laws ch. 6, § 39. To the extent Participant is a state agency, cash received for match expenditures must be in direct support of the project.

To the best of my knowledge, the remaining match amount required to meet the specified required match in the grant agreement is still expected to be received as planned.

Certified by: _____
Organization

Signature of Authorized Signing Authority

Name and Title of Authorized Signing Authority

Date

Contact email and phone number