

# MASSACHUSETTS TECHNOLOGY COLLABORATIVE

## **Subaward Grant Agreement** **Between Massachusetts Technology Collaborative and** **ICMPartnerName**

This Subaward Agreement and any Attachments and Exhibits hereunder (collectively the "Agreement") is made and entered into by and between Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative ("MassTech"), an independent public instrumentality of the Commonwealth of Massachusetts with a principal office and place of business at 75 North Drive, Westborough, Massachusetts, 01581, and ICMPartnerName, with a principal place of business at ICMPartnerPrimaryAddressLine1, ICMPartnerPrimaryAddressLine2, ICMPartnerPrimaryAddressCity, ICMPartnerPrimaryAddressState, ICMPartnerPrimaryAddressZipCode ("Participant" or "\_\_\_\_\_"), together the Parties. This Agreement shall govern certain activities and responsibilities to be carried out by Participant on behalf of MassTech, a subrecipient of the Commonwealth of Massachusetts.

**Whereas**, the Commonwealth of Massachusetts received an award from the United States Treasury pursuant to the provisions of the American Rescue Plan Act ("ARPA"); and

**Whereas**, MassTech has been awarded a subgrant for the Digital Equity Partnership Program (the "Project") from the Commonwealth of Massachusetts with a project period of \_\_\_\_\_ through \_\_\_\_\_, Award No. \_\_\_\_\_, (the "MassTech Subaward"), pursuant to the provisions of ARPA, and

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

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

### **1. Compliance with Prime Award and Sub Award Terms**

Participant shall perform all activities funded by this Agreement in accordance with: (i) the Certification Regarding Lobbying attached hereto as Exhibit 1; (ii) the Statement of Work attached hereto as Exhibit 2; (iii) the Approved Budget and Budget Spreadsheet, attached hereto as Exhibit 3 and Exhibit 3A, (iv) the Invoice Certification Form attached hereto as Exhibit 4; (v) the Commonwealth of Massachusetts, Coronavirus State Fiscal Recovery Fund Subaward Terms and Conditions, attached hereto as Exhibit 5; and (vi) the Coronavirus State Fiscal Recovery Fund Subaward Notification attached hereto as Exhibit 6. Participant agrees that upon the request of MassTech it will negotiate in good faith with MassTech to incorporate additional provisions to the Exhibits herein or to change provisions hereof, as MassTech may reasonably deem necessary, in order to comply with the terms of this Agreement and any amendments thereto. If any such amendment to this Agreement causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Agreement, an equitable adjustment shall be negotiated between the parties.

### **2. Period of Performance and Termination**

- a) This Agreement shall take effect ICMPartnerEffectiveDate (the "Effective Date") and shall remain in effect until ICMPartnerPeriodofPerformanceEndDate (the "Term" or "Period of Performance").
- b) MassTech may terminate this Agreement or any part hereof by written notice to the Participant, should 1) [Agency] terminate the [Program/Agreement] or any part thereof or 2) Participant breaches the terms of this Agreement. The Parties will negotiate in good faith a reasonable and timely adjustment of all outstanding issues between the Parties as a result of termination. MassTech may terminate this Agreement in the event of an

unforeseen public emergency or other change of law mandating immediate MassTech action inconsistent with performing its obligations.

- c) Subaward Closeout. Upon termination or expiration of this Agreement, Participant shall deliver to MassTech all written and tangible work product, whether in draft or final form at the time of termination, identified as Deliverables or associated with the activities in the SOW for which payment has been made, and all other property of MassTech, and all copies thereof in the direct or indirect possession or control of Participant, up to and including the date of termination. Final payment request(s) under this Agreement must be received by MassTech no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by MassTech after this date without authorization from MassTech. In consideration of the execution of this Agreement by MassTech, Participant agrees that acceptance of final payment from MassTech will constitute an agreement by Participant to release and forever discharge MassTech, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Participant has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. Participant's obligations to MassTech under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of MassTech. Such requirements shall include, without limitation, submitting final reports to MassTech and providing any closeout-related information requested by MassTech by the deadlines specified by MassTech.
- d) Sections 5 through 28 of this Agreement shall survive termination.

### 3. **Notices**

- a) All communications to MassTech regarding legal issues shall be emailed to MassTech General Counsel Jennifer Saubermann at saubermann@masstech.org.
- b) All communications regarding any other issues shall be emailed or delivered to the personnel specified in Section 2 of Attachment 1 (the SOW), **Project Personnel**. Any notice hereunder shall be in writing and shall be effective (i) if dispatched by email and delivery is electronically confirmed by said media, the day such electronic confirmation is received, (ii) if sent by courier, one business day after dispatch, (iii) if sent by first class mail, five business days after its date of posting.

### 4. **Timely Performance**

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

### 5. **Participant's Representations, Warranties and Certifications**

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

- a) Participant is duly authorized to enter into this Agreement, and the execution, delivery and performance of this Agreement will not conflict with any other agreement or instrument to which it is a party or by which it is bound and will not violate any law, regulation, order or other legal requirement by which Participant or any of its assets is bound.
- b) Participant and all Project Personnel of Participant are fully capable and qualified to perform the described work and Participant's other obligations hereunder, and have obtained all requisite licenses and permits to perform such obligations.
- c) Participant and its Project Personnel are familiar with, and are and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders or requirements of the Commonwealth and other local, state or federal governmental authorities applicable to or implicated by the subject matter hereunder without limitation.

- d) Participant and its employees are not employees, partners or joint-venturers of MassTech. Participant will be solely responsible for withholding and paying all applicable payroll taxes of any nature including social security and other social welfare taxes or contributions that may be due on amounts paid to its employees. Participant has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System, and with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch. 152.
- e) Participant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. Participant agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and Mass. Gen. Laws ch. 151B.
- f) Participant represents and warrants that all personnel performing work hereunder are eligible to work in the United States at the time of execution of this Agreement and that Participant has a continuing obligation to ensure such status during the term of the Agreement.
- g) Participant is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- h) Additional representations, warranties and certifications may be set forth in the SOW.

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

Ownership of any intellectual property, data rights, and property and equipment title rights hereunder shall be determined in accordance the SOW and Exhibit 1.

#### 7. **Insurance**

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

#### 8. **Indemnification**

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

#### 9. **Damages Waiver**

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

10. **Warranty Disclaimer**

EACH PARTY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE.

11. **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.

12. **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.

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

Participant will comply with the audit requirements of 2 CFR 200, Subpart F Audit Requirements. Participant's relevant financial records specific to this Agreement are subject to examination or audit by MassTech, the Commonwealth of Massachusetts, or the Federal Government for a period not to exceed three (3) years after payment of the final invoice. MassTech, the Commonwealth of Massachusetts, or the Federal Government shall have direct access to sufficient records and information of Participant, to ensure full accountability for all funding under this Agreement. Such audit, examination, or access will be performed during business hours on business days upon prior written notice and shall be subject to the security requirements of the audited party.

14. **Publicity**

Concerning work hereunder, Participant shall get written consent from MassTech prior to issuing press releases, announcing events, or posting any signs or media, and shall coordinate with MassTech to plan for any news conferences. In any media produced by Participant, Participant will not represent that positions taken or advanced by it represent the opinion or position of MassTech.

15. **Public Records**

As a public entity, MassTech is subject to the Massachusetts Public Records Law (set forth at Mass. Gen. Laws ch. 66) and thus all documents and other materials made or received by MassTech and/or its employees are subject to public disclosure. Participant should not submit any information to MassTech that it does not want publically disclosed, and should assume that all submissions are subject to public disclosure without any prior notice, even if marked confidential. If Participant wishes to have MassTech treat certain information or documentation as confidential, Participant must submit a written request to MassTech's General Counsel specifying the type of information that the Participant wishes to be treated as confidential along with a detailed explanation of the statutory exemption(s) from the Public Records Law. MassTech's General Counsel is the sole authority within MassTech for making determinations on the applicability and/or assertion of an exemption to the Public Records Law.

16. **Choice of Law**

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

17. **Force Majeure**

Neither Party shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes may include, but are not limited to,

acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance including the Term may be extended to account for delays excused by this Section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. This Agreement shall be completed with such adjustments as are reasonably required by the existence of Force Majeure or this Agreement may be terminated for convenience.

18. **Minority and Women Owned Businesses**

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

19. **Debarment and Suspension**

Participant shall not contract with any parties listed on the government-wide exclusions in the System for Award Management (SAM).

20. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Participants that are awarded an amount exceeding \$100,000 under this Agreement must complete the required certification set forth in Exhibit 1. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

21. **Monitoring**

Participant shall be deemed a subrecipient in accordance with 2 CFR § 200.331, and shall therefore be subject to required subrecipient monitoring by MassTech to ensure compliance with all state and federal requirements that are flowed down under this subaward Agreement, as well as any other provisions identified under the federal requirements or other state requirements. Participant shall be responsible for such monitoring for any subaward it enters into with this federal funding.

22. **American Made**

Participant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The requirements of this section must be included in all contracts and sub awards hereunder.

23. **Fraud, Waste and Abuse**

Participant shall maintain and utilize systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Agreement.

24. **Use of Funds**

Pursuant to 2 C.F.R. § 200.303, Participant shall establish effective control over, and accountability for, all funds, property, and other assets funded under this Agreement and assure that they are used solely for authorized purposes.

25. **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.

26. **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.

27. **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.

28. **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.

29. **Entire Agreement, Attachments, Exhibits, Amendments and Order of Precedence**

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

- Exhibit 1 - Certification Regarding Lobbying
- Exhibit 2- Statement of Work
- Exhibit 3 - Approved Budget
- Exhibit 3A- Budget Spreadsheet
- Exhibit 4 - Invoice Certification Form
- Exhibit 5- Commonwealth of Massachusetts, Coronavirus State Fiscal Recovery Fund Subaward Terms and Conditions
- Exhibit 6 - Coronavirus State Fiscal Recovery Fund Subaward Notification

In the event of any conflict, the order of precedence shall be the Notice of Prime Award, then the terms and Conditions of this Agreement.

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

**ICMPartnerName**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

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

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

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

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

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

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

**Exhibit 1**

**Certification Regarding Lobbying<sup>1</sup>**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**[NAME OF PARTICIPANT]**

By: \_\_\_\_\_

Name:

Title:

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

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<sup>1</sup> As required by 40 CFR 34 for contracts and subawards exceeding \$100,000

## Exhibit 2

### Statement of Work

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

#### 1. **Performance of Work, Deliverables, and Schedule**

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

##### **Scope**

MassTech has entered into an agreement with the Commonwealth of Massachusetts for MassTech to

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

##### **Schedule**

TBD

##### **Deliverables**

Participant shall submit:

- Program Specific Deliverables: TBD
- Status reports to include: TBD
- Financial Reports to include: TBD
- A Final Progress and Financial Report submitted no later than \_\_\_\_\_, which must include: TBD
- If Cost Share is provided, a Cost Share report including a certification that the Cost Share was expended must be submitted with each invoice.

#### 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:

For Participant:

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

#### 3. **Payments, Costs Share and Invoices**

##### **I. Payment**

- a) In consideration of Participant's performance of work and delivery of Deliverables



hereunder, MassTech shall pay Participant up to \_\_\_\_\_ Dollars (\$\_\_\_\_\_), as further set forth in Attachment 2 (Approved Budget) and Attachment 2A (Budget Spreadsheet). Said amount shall be the sole and complete compensation for work performed by Participant under this SOW. Costs incurred are expected to be in line with the annual/phase budget set forth in the Budget.

***(for Advance Payment agreements)***

- b) Participant shall requisition for funding on a quarterly basis, in advance, for the projected expenditures in the performance of the Project for the upcoming calendar quarter. The requisition shall include a rolling total of actual direct costs incurred in the performance of the Project to date, the total funds requisitioned to date, and the remaining funds available to apply toward the upcoming quarter. The difference between the projected quarterly expenditures and the funds remaining on hand, shall be the current requisition amount. Notwithstanding the foregoing, MassTech expects that the costs invoiced will be proportional to the work completed by Participant as of the date of invoice and projected for the upcoming quarter.

MassTech shall pay Participant's request for payment within 30 days of receipt of a complete requisition or 15 days from the date of payment from the Commonwealth of Massachusetts, whichever is later.

Participant will structure its disbursements to subrecipients and vendors to minimize time elapsing between transfer to and disbursement by the Participant.

MassTech maintains its authority to change the method of payment to reimbursement only, if t Participant is not complying with this requirement or as MassTech may be required to do under its Subaward.

Any funds disbursed to Participant that are not expected to be used during the upcoming quarter may be requested to be returned to MassTech. Any funds disbursed to Participant that are not projected to be used in performance of the Project during the term of this Agreement must be returned to MassTech within 10 days of the termination of this Agreement or as otherwise requested in writing.

***(for Cost Reimbursement agreements)***

- b) Participant shall be compensated on a cost-reimbursement basis for actual direct costs incurred in the performance of the Project. Notwithstanding the foregoing, MassTech expects that the costs invoiced will be proportional to the work completed by Participant as of the date of invoice. MassTech shall pay Participant's request for payment within 30 days of receipt of payment from [State/Federal Agency].
- c) MassTech will not reimburse for sales tax, interest, or other costs out of scope of this Agreement. In no case will MassTech reimburse the Participant in excess of the amount of funds obligated and allotted for payment by MassTech under this Agreement or by modification to this Agreement.
- d) All payments shall be considered provisional and subject to adjustment within the total not to exceed anticipated amount, in the event such adjustment is necessary as a result of a future audit finding.
- e) Budget Adjustments. The parties acknowledge that the costs listed in the Budget are estimated. Therefore, Participant may shift funds between the line items associated with each category provided that the totals for each category as set forth in the Project Budget are not exceeded. Any variance between budget categories or other budget modifications will be reviewed in accordance with MassTech's Budget Guidelines in effect at the time. Participant must seek advance approval from MassTech's project personnel in advance for any material budget adjustment
- f) MassTech shall have the right to recover from any payment previously made amounts on preceding or pending invoices found by [State/Federal Agency] not to be properly supported as payable or not allowable in accordance with the Cost Principles contained in 2 CFR 200, Subpart E. Payments shall also be subject to reduction or setoff for

overpayments made by MassTech to Participant.

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

**II. Cost Share** [Section to be included if appropriate under the applicable federal program]

- a) Participant may provide Cost Share.
- b) Cost Share principles may be in the form of cash, in-kind services, labor, equipment, materials, travel, and other items, as defined in accordance with 2 CFR 200.29 and 2 CFR 200.306, as mutually agreed upon by the parties.
- c) If Cost Share is provided, Participant shall submit a Cost Share report with each invoice, including a certification that the Cost Share provided was expended. Related documentation such as receipts, invoices, and other evidence of expenses shall be provided upon request.
- d) Cost Share may be submitted by Participant through \_\_\_\_\_.
- e) Participant shall maintain and retain Cost Share documentation, including receipts, invoices, and other forms of evidence to document cost share. If Participant does not demonstrate that it has an audited accounting system compliant with Generally Accepted Accounting Principles or a Government-approved Cost Accounting System, Participant shall provide cost share documentation with each quarterly report.
- f) Participant shall document the Cost Share on each invoice submitted to MassTech, which must be accompanied by the **Invoice Certification Form in Attachment 3**. Payment is specifically contingent on MassTech's approval of the form and amount of the Cost Share. All Costs Share related to the Project will be tracked and reported.

**III. Invoices**

- a) Participant may submit invoices for payment at least quarterly but not more than monthly.
- b) Invoices shall be addressed to MassTech personnel identified in Section 2, Project Personnel, of this SOW.
- c) Invoices must specify the billing period, with costs by each cost category for the period and cumulative amount billed to date and must include a certification statement, in the format attached as Exhibit 4, which must be signed by an authorized representative of the Participant.
- d) To the extent Participant is deemed a high risk subrecipient, MassTech may require additional documentation with each invoice or requisition as deemed necessary to verify appropriate expenditure of funds.

**(for costs reimbursement agreements)**

- d) Invoices shall include supporting documentation including system-generated detailed activity reports showing income and expenses to provide evidence of costs incurred for the costs for which reimbursement is being requested and

the cost share (if any) which should tie back to invoice amounts and budget categories for this project. MassTech may accept these reports in lieu of the required detailed documentation as listed below. Acceptance of the system generated reports are subject to MassTech approval of form and format. Additional supporting documentation to support costs may be requested by MassTech from time to time, in addition to the system generated reports, and may include:

- i. Direct Labor: for each employee, the name, title, and number of hours worked or, if supported by an appropriate allocation methodology, the percentage of effort expended;
  - ii. Subcontractors/Consultants: copies of invoices for such subcontractors/consultants which have been reviewed and approved by Participant prior to submission to MassTech; and
  - iii. Direct Costs/Travel: all direct costs and travel expenses shall be itemized on the invoice and supported by documentation such as vendor invoices, travel vouchers, expense receipts or other documentation as required by MassTech.
- e) MassTech reserves the right to request the Participant to provide a budget to actual tracker with each invoice that will be in the level of detail included in the excel Budget to the extent the invoice and supporting documentation does not adequately provide the acceptable level of information deemed necessary by MassTech. To the extent, deemed necessary MassTech would provide the format for this tracker.

***(for Advance Payment agreements)***

In addition to the information required for invoicing on cost reimbursement agreements that shall be for actual costs incurred in the prior quarter, invoices shall include a requisition of funds as set forth in section 3(b) above in a format acceptable to MassTech.

**4. Access and Use**

Participant agrees that MassTech shall have the right to make use of and disseminate, in whole or in part, all work products, reports, and other information produced in the course of the Project and provided to MassTech as Deliverables, and to use the information therein contained to produce summaries, case studies or similar information resources.

**5. Additional Insurance Requirements**

None

**6. Amendments, Exhibits and Attachments**

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

**Exhibit 3**

**Approved Budget**

**Budget Period Start and End Date:**

**Exhibit 3A**

**Budget Spreadsheet**

**SEE EXCEL SPREADSHEET**

**Exhibit 4**

**Invoice Certification Form**

**Invoice Number:**

**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;
- Are allowable under and consistent with the terms and conditions of the Agreement including all applicable state and federal guidelines;
- Are within the approved project budget;
- Are reasonable and appropriately allocated to the project; and
- Are not reimbursed by any other funding source

*(To be included to the extent there is required cost share)* I further attest that amounts submitted as cost share 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

To the best of my knowledge, the remaining cost share of match amount required to meet the specified required match in the grant agreement, if applicable, 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

## EXHIBIT 5

### Commonwealth of Massachusetts Coronavirus State Fiscal Recovery Fund Subaward Terms and Conditions

- a) Use of Funds.
- I. The Participant understands and agrees that the funds disbursed under this Agreement may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
  - II. The Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- b) Period of Performance. The period of performance for this Agreement will not extend beyond December 31, 2026.
- c) Reporting. The Participant agrees to comply with any reporting obligations established by Treasury or the Commonwealth as they relate to this Agreement.
- d) Maintenance of and Access to Records.
- I. The Participant shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, guidance issued by Treasury regarding the foregoing, and any guidance provided by the Commonwealth.
  - II. The Treasury Office of Inspector General and the Government Accountability Office, the Executive Office of Administration and Finance, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.
  - III. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to the Commonwealth, whichever is later.
- e) Administrative Costs. The Participant may use funds provided under this Agreement to cover both direct and indirect costs.
- f) Conflicts of Interest. The Participant understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this Agreement. Participant and subrecipients must disclose in writing to the Commonwealth, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- g) Compliance with Applicable Law and Regulations.
- I. The Participant agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Participant also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Participant shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Agreement.
  - II. Federal regulations applicable to this Agreement include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Agreement and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Agreement.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts

- described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Awarded Respondent Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- III. Statutes and regulations prohibiting discrimination applicable to this Agreement include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- h) Remedial Actions.
- I. In the event of Participant's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, The Commonwealth's guidance, or any reporting or other program requirements, the Commonwealth may impose additional conditions on the spending of award funds, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act.
- i) Hatch Act. The Participant agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
  - j) False Statements. The Participant understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
  - k) Publications. Any publications produced with funds from this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Participant] by the U.S. Department of the Treasury.
  - l) Debts Owed the Federal Government.
    - I. Any funds paid to Participant (1) that are determined by the Treasury Office of Inspector General to have been misused; or (2) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Participant shall constitute a debt to the federal government.
    - II. Any debts determined to be owed the federal government must be paid promptly by Participant. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Participant knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.



- III. As the pass through entity for this subaward, the Commonwealth will undertake such measures as necessary under the Massachusetts General Laws to collect any debts owed to the federal government due to failure of Participant to abide by the terms of this agreement.
- m) Disclaimer.
  - I. The Commonwealth of Massachusetts expressly disclaims any and all responsibility or liability to Participant or third persons for the actions of Participant or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from the performance of this Agreement or any subcontract under this Agreement.
  - II. The acceptance of this Agreement by Participant does not in any way establish an agency relationship between the Commonwealth of Massachusetts and Participant.
- n) Protections for Whistleblowers.
  - I. In accordance with 41 U.S.C. § 4712, the Participant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - II. The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of Participant, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
  - III. The Participant shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- o) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Participant should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- p) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Participant should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Participant should establish workplace safety policies to decrease accidents caused by distracted drivers.

**EXHIBIT 6**

**Coronavirus State Fiscal Recovery Fund Subaward Notification**

**SEE ATTACHMENT**