



Request for Proposals: Catalyst Program Round 18 (Fall 2018)

Date of Issue: **August 13, 2018**
Proposals Due: **September 24, 2018**

Total Funding Available: **\$455,000**

All proposals must be submitted to:
companycatalyst@masscec.com

I. SUMMARY

The Massachusetts Clean Energy Center (“MassCEC”) seeks applications to its Catalyst Program (the “Program”) to stimulate the commercialization of early-stage clean energy and water-energy nexus technologies developed in the Commonwealth of Massachusetts (“the Commonwealth”). The program is jointly administered by MassCEC and the Massachusetts Technology Transfer Center (“MTTC”).

The Catalyst Program, a semi-annual solicitation, awards up to Sixty-Five Thousand (\$65,000) in grant funding per project to a maximum of seven (7) **researchers and/or early-stage** (as defined below) **cleantech companies**. Awards are used to demonstrate the feasibility of technologies in specific industry applications to obtain increased industry and investor interest. Particular emphasis will be placed on selecting technologies that can be a foundation for new companies and technologies that can support market entry and/or improve the competitiveness of existing Massachusetts companies.

Up to five (5) awards are technology-agnostic and may be awarded to any qualifying cleantech project (“Clean Tech”). Under the Catalyst Water-Energy Nexus Challenge (“Water Challenge”), MassCEC will provide up to Sixty-Five Thousand (\$65,000) for up to two (2) additional projects at the water-energy nexus. (See Section IV for technology definitions.)

All proposed technologies must demonstrate **a strong potential for climate impact** and commercialization while providing significant measurable clean water, environmental, and/or climate benefits. Applicants to the Water Challenge will follow the same process and timeline as Clean Tech applicants but will modify the application as outlined in the application template. Water Challenge applicants will be evaluated as a stand-alone group, separate from the Clean Tech applicants.

Successful applicants will propose projects that address important energy or water challenges, help to grow the state’s clean energy economy, and contribute to Massachusetts’ continued clean energy and water innovation leadership. For both the general cleantech Program applicants and the Water-Energy Nexus Challenge applicants, this request for proposals (the “RFP”) invites participation in a two-part application process:

1. Applicants must first submit an application that consists of a completed Proposal (the “Proposal”) that meets the criteria outlined below.
2. In the event the Proposal is selected, the applicant will be invited to pitch their proposal to a panel of Program judges.

For questions, please contact Michele Bernier from the MTTC office at companycatalyst@masscec.com. Responses to submitted questions, and other frequently asked questions, will be posted by September 3, 2018.

II. ABOUT MASSCEC

The Massachusetts Clean Energy Center (“MassCEC”) is a publicly-funded agency dedicated to accelerating the success of clean energy technologies, companies and projects in the Commonwealth—while creating high-quality jobs and long-term economic growth for the people of Massachusetts. Since it began operating in 2009, MassCEC has helped clean energy companies grow, supported municipal clean energy projects and invested in residential and commercial renewable energy installations, creating a robust marketplace for innovative clean technology companies and service providers.

III. ABOUT MTTC

The Massachusetts Technology Transfer Center (MTTC)

- Facilitates technology transfer between research institutions and MA companies;
- Promotes collaboration between research institutions and the Commonwealth’s technology industry;
- Assists in the growth of MA companies, including startups, by enhancing technological leadership; and
- Supports regional and statewide economic development priorities.

By working closely with MassCEC with management of the MassCEC Catalyst Program Awards, applicants are supported with a wide variety of funding and support programs for entrepreneurs of any stage.

IV. PROGRAM GOALS AND DESCRIPTION

The goal of the Program is to stimulate the commercialization of clean energy technologies and water-energy nexus technologies (see Section IV). The program is targeted towards projects for which successful completion would **demonstrate the feasibility of applicant technologies in specific market applications** and thereby attract increased industry and investor interest. Project activities may include gathering initial data to demonstrate proof of concept, conducting market research to demonstrate how the technology compares to existing technologies and its competitive advantages, or developing a prototype for the technology. Successful applicants will demonstrate:

- The proposed project addresses a critical energy/climate or water-energy nexus challenge and reduces or prevents greenhouse gas (“GHG”) emissions;
- The proposed technology speaks to a significant commercial need in the energy market;
- The technology prototyped in the project has strong commercialization potential;

- The proposed project will advance the technology's commercial readiness;
- The proposed project will enable an emerging clean energy company to demonstrate the value of its technology to potential customers and investors; and
- The proposed project is viable and feasible within the timeframe allowed by the Program.

Examples of successful proposals include:

- **Worcester-based Kinetic Batteries:** is developing a new lithium-ion battery electrode manufacturing process that simplifies electrode processing, reducing the costs, emissions, and energy consumption associated with battery manufacturing.
- **Dr. Fuqiang Liu at the University of Massachusetts-Lowell:** is developing an all-day solar cell that simultaneously generates and stores electricity, allowing for efficient generation during the day and discharge at night without the use of an external battery.
- **Somerville-based ZwitterCo:** ZwitterCo is a Tufts University spin-out that is aiming to commercialize a new, zwitterion-based membrane technology that can substantially reduce energy consumption needed for water purification in the food and beverage industry.

V. ELIGIBILITY

Applicant:

Eligible applicants must be either a:

- Principal Investigator (“PI”) at a Massachusetts-based nonprofit research institution; or
- Massachusetts-based early stage clean energy company with no more than One Million dollars (\$1,000,000) in combined financing, grant funding, and revenues within the past five (5) years and have four or fewer full-time equivalent employees.
- Student with a faculty member or researcher who will act as the PI and will be responsible for the management of the grant and institution’s reporting requirements.

Applicants may not submit Program applications for the same idea or concept more than three (3) times, unless there has been a substantial change in the technology or market which advances the case for an award.

Additional eligibility information for researchers:

Any researcher or faculty member at a Massachusetts-based nonprofit research organization is eligible to apply. This includes universities, hospitals, research institutes, and federal research labs. If from a research organization, the applicant must have PI status in his or her home institution and the submission of a proposal under this RFP must be disclosed to said

institution. PIs must discuss applications with a member of the relevant Grants and Contracts Office prior to submitting the application, as any funding will flow through that office.

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

The company may not have more than four (4) employees. It is acceptable for companies to have received funding from other sources, including other government agency grant funding, foundation grants, business plan competitions or other private sources so long as total equity and grant funding does not exceed One Million dollars (\$1,000,000). The majority of the company must be located in Massachusetts.

Companies can be student-led; however, if Intellectual Property (IP) has been licensed or is to be licensed from a university, then verification of the license or option to license must be provided. Non-incorporated entities may submit an application, but incorporation will be necessary to receive the award.

Technology

The Program awards only clean energy technologies and water-energy nexus technologies. Please note that technologies related to coal, oil, nuclear power, and natural gas (except where used in fuel cells) are not acceptable technologies for MassCEC funding.

Software proposals are eligible but should endeavor to highlight the novel innovation at the core of the proposed technology.

For the purposes of this program, clean energy technologies are defined as those that contribute to the advancement of one or more of the following clean energy or energy efficiency categories, which includes but is not limited to:

- Solar photovoltaic;
- Solar thermal;
- Wind power;
- Geothermal;
- Wave and tidal energy;
- Advanced hydropower;
- Energy storage;
- Biofuels, including ethanol, biodiesel and advanced biofuels;
- Renewable, biodegradable chemicals;
- Advanced thermal-to-energy conversion;
- Hydrogen;
- Carbon capture and sequestration;
- Energy monitoring;
- Green building materials;

- Energy-efficient lighting;
- Gasification and conversion to liquids fuels;
- Industrial energy efficiency;
- Demand-side management; and
- Fuel cells

For the purposes of the Water Challenge, MassCEC seeks to support technologies at the water-energy nexus, impacting the sites of interdependency between the energy and water systems. Applicants should describe a specific challenge at the intersection of water and energy, describe how the applicant's proposed technology solution addresses the challenge, and provide estimates of the solution's impact, **with an emphasis on climate impacts**.

VI. ESTIMATED TIMELINE

Schedule for Awards

August 13, 2018	Application Period Opens
August 27, 2018	Deadline to submit questions
September 3, 2018	MassCEC to post responses to questions
September 24, 2018	Proposals Due
November 5, 2018	Applicants Notified of Finalist Status
December 10, 2018	Finalists' Presentations for Cleantech Applicants
December 13, 2018	Finalists' Presentations for Water Applicants
January 2019	Finalists Notified of Awardee Status

Applicants must submit all questions to companycatalyst@masscec.com by 11:59pm on **August 13, 2018**. MassCEC will post responses to questions on the [website](#) by 11:59pm on **September 3, 2018**.

Process for Awards

The funds are awarded through an external review process judged by a pool of third-party, independent experts. The steps in the process are as follows:

1. Proposals are received and distributed to industry experts for review
2. Written proposals are reviewed
3. Finalists are selected and notified
4. Finalists submit a draft pitch deck to MassCEC and MTTC about their company and intended use of Program funds
5. Finalists are coached on presentation content, style and delivery
6. Finalists present final pitches and discuss their project with industry experts
7. Awardees are notified, and feedback is provided to all finalist teams
8. Awardees execute contract with MTTC and provide progress reports/deliverables to MTTC and MassCEC via email (companycatalyst@masscec.com)

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

The MassCEC Program team and MTTC staff oversee the process and approve the final recommendations from the external reviewers. MassCEC and MTTC determinations are final and not subject to discussion. **In addition, MassCEC and MTTC reserve the right to reject an applicant if the applicant violates any criteria in the application guidelines or does not provide sufficient information in the proposal.**

VII. HOW TO APPLY

Applicants must use the pre-formatted template for their application, available at: www.masscec.com/catalyst. The template can be downloaded by clicking “Download application for Catalyst Program Awards”.

Proposals should be:

- Submitted via e-mail to companycatalyst@masscec.com
- Submitted in MS Word or PDF Format, using Calibri font in 11 pt size
- Maximum length of 11 pages for proposal text, maximum length 5 pages for all attachments (total: 16 pages maximum)
- Maximum file size of 4MB
- Maximum of one file submitted; proposal followed by attachments

Completed proposals must be received by September 24, 2018. **Do not disclose any proprietary information in your proposal.** After your submission, you should receive a reply e-mail as a confirmation for receipt of your completed proposal. For assistance and more details of the proposal process, please contact companycatalyst@masscec.com. For more details on Office Hours and Webinar for the Catalyst Program, please visit www.masscec.com/catalyst.

MassCEC reserves the right to withdraw any submission at its sole discretion. Proposals that are not received by the closing deadline will not be considered in this solicitation. To view a complete list of MassCEC startup funding programs, please visit <http://www.masscec.com/innovate-clean-energy/funding-opportunities>. You may also receive email notifications targeted at startups by subscribing to “News for Startups” or other relevant email lists at <http://www.masscec.com/email-updates>. To be placed on a mailing list for Catalyst Program notifications, contact Michele Bernier at companycatalyst@masscec.com.

VIII. SELECTION CRITERIA

The reviewers will be asked to consider the following:

- **Technical merit:** The product is innovative and has early indications that it will work. The basic operation of the technology is proven in principle (not basic research). A preliminary design or formulation has been developed that is suitable for the prototype stage. A product based on this technology will likely disrupt an existing market or provide a novel solution.¹
- **Commercial potential:** Market is large and/or experiencing strong, sustainable growth with rapid adoption of technologies. Value proposition is logical, well-defined, and has

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

clear barriers to entry. Strong customer base with ongoing revenue likely. Strong impact on market. The technology is defensible and in addition will have a strong and sustainable competitive advantage.²

- **Impact of project plan:** Project plan and budget are suitable to achieve well-defined and commercially significant milestones. Compelling plan will advance technology. At completion of project, applicant is very likely to attract follow-on funding.
- **Team members:** Team is being led by an entrepreneurial repeat CEO or PI and has significant industry knowledge. Core team has both proven industry and technical expertise and works well together. Team shows they are knowledgeable on the steps they need to take to commercialize the invention.
- **Clean energy and/or water impact:** If successful, technology demonstrates the potential for a transformational clean energy impact, with significant improvement over current state-of-the-art. Could mitigate substantial amount of greenhouse gas emissions (tens of millions of tons annually).

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

IX. BUDGET

Uses of Funds

Typical uses of Catalyst Program Award funding (maximum \$65,000) include:

- conducting further defined research on an invention that will lead to proof of concept or prototypes;
- undertaking testing of a technology or material to obtain initial data on performance;
- performing initial user testing, validation, and interface or design refinement;
- funding independent third-party testing under industrial conditions;
- hiring outside expert consultants to validate technology; and
- purchase of project-specific equipment and supplies.

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

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

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

- basic or fundamental research;
- publicity expenses (e.g., the development of marketing materials);
- legal and other expenses of business formation and operation;
- attendance at scientific conferences; and
- purchase of computer or other unrelated equipment.

X. CONTACT INFORMATION FOR QUESTIONS

All questions regarding the Program and this RFP should be directed to companycatalyst@masscec.com. Responses to submitted questions, and other frequently asked questions, will be posted by September 3, 2018.

XI. GENERAL REQUEST FOR PROPOSALS CONDITIONS

NOTICE OF PUBLIC DISCLOSURE

As a public entity, MassCEC is subject to Massachusetts' Public Records Law, codified at Massachusetts General Laws 66. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure. **Applicants shall not send MassCEC any confidential or sensitive information in response to this RFP.**

DISCLAIMER & WAIVER AUTHORITY

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

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

CONTRACT REQUIREMENTS

Upon MassCEC's authorization to proceed with the proposal, MTTC and the awarded applicant(s) will execute a contract which will set forth the respective roles and responsibilities of the parties.

ATTACHMENT 1: AUTHORIZED APPLICANT'S SIGNATURE AND ACCEPTANCE FORM

Request for Proposals: Catalyst Program (the "RFP")

The undersigned is a duly authorized representative of the Applicant named below. The undersigned has read and understands the RFP requirements and acknowledges and confirms that the Applicant and each member of its team has read and understands the RFP Requirements. The undersigned acknowledges and agrees that all of the terms and conditions of the RFP are mandatory.

The undersigned and each Applicant and each member of its team acknowledges and agrees that (i) all materials submitted as part of the application are subject to disclosure under the Massachusetts Public Records Law, as explained in the RFP; (ii) that the MassCEC has no obligation, and retains the sole discretion to fund or choose not to fund the application set forth herein; and (iii) that MassCEC's receipt of the application does not imply any promise of funding at any time.

The undersigned and each member of the Applicant's team understands that, if the Application is selected by MassCEC pursuant to this RFP, the Applicant will execute and deliver an agreement to be provided by MassCEC that shall set forth the terms and conditions, together the respective roles and responsibilities of the Applicant, and each member of its team, and MassCEC, with respect to the project described in the RFP.

I certify that the statements made in this Application, including all attachments and exhibits, are true and correct.

Applicant: _____

(Printed Name of Applicant)

By: _____

(Signature of Applicant or Authorized Representative)

Title: _____

Date: _____

ATTACHMENT 2: SAMPLE AGREEMENT

University of Massachusetts General Terms and Conditions Massachusetts Clean Energy Center Catalyst Award Program

This agreement (the “Agreement”) is made and entered into, and effective on [DATE] by and between the University of Massachusetts, through the Massachusetts Technology Transfer Center, an agency of the Commonwealth of Massachusetts (“University”), and:

name and include address

(the “Recipient”) (collectively, the Parties”) and contains the general terms and conditions which the Recipient must adhere to as a condition of receiving funds pursuant to the Massachusetts Clean Energy Center (Mass CEC) Catalyst Grant Award Program. The University will disburse funds only to the above-named recipient.

Whereas, the University issued a Request for Proposals (the “RFP”) to solicit proposals for the Massachusetts Clean Energy Center Catalyst Grant Award Program. This program is funded by Mass CEC and managed by the University; and

Whereas, the Recipient issued a response to the University’s RFP in the form of a proposal (the “Proposal”); and represented itself to be qualified to receive funds in accordance with the RFP requirements; and

Whereas, the University selected the Recipient and wishes to award funds to the Recipient in accordance with the University’s RFP,

Now Therefore, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. The Recipient agrees to expend all funds awarded hereunder in accordance with the terms and conditions contained in this Agreement and the provisions set forth in the attachments below:

Attachment A: Scope of Work and Additional Provisions entitled “ ” consisting of pages

Only those attachments specifically referenced above shall apply. All attachments listed above are incorporated by reference into this Agreement and must be signed by representatives of both parties and specifically labeled (e.g. “Attachment A, consisting of “n” pages”). The terms and conditions of this Agreement and any agreed upon amendments to the terms and conditions of this Agreement shall take precedence over any conflicting terms as may be attached hereto. The RFP shall be incorporated herein and made a part hereof.

2. Amount of Award: \$ 65,000

[No funds shall be disbursed under this Agreement until an authorized signatory of Recipient has executed this Agreement.]

3. Term of the Agreement: From: [DATE]
(Start Date) To: [DATE]
(Completion Date)

4. Responsible University Official:

Abigail Barrow, Director Mass Technology Transfer Center

Name of Individual Exercising Budgetary Control

5. The University will distribute the grant funds to Recipient in three (3) installment payments as set forth in Attachment A.
6. **Recipient's Certification:** Recipient certifies under the pains and penalties of perjury that pursuant to M.G.L. c.62C, s. 49A, the Recipient has filed all applicable state tax returns, paid all applicable taxes and complied with all applicable laws of the Commonwealth relating to taxes; that pursuant to M.G.L. c.151A, s.19A(b), has complied with all applicable laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and that pursuant to M.G.L. ch. 152, has complied with all applicable laws of the Commonwealth relating to Worker's Compensation. The Recipient further certifies under the pains and penalties of perjury that it is in compliance with all applicable Federal and State employment statutes, rules and regulations, including, but not limited to those dealing with the payment of wages and prohibiting discrimination in employment. Pursuant to federal law, Recipient shall verify the work authorization of all workers assigned to this Agreement without engaging in unlawful discrimination; and Recipient shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.
7. **Availability of Funds:** Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at any time not forthcoming or insufficient, either through the failure of the Commonwealth of Massachusetts or the University to receive funds, appropriate or authorize the use of funds, or a discontinuation or material alteration of the program under which grant funds were provided, this Agreement shall be terminated immediately upon the Recipient's receipt of notice from the University to said effect, without liability to the University for damages, penalties or other charges arising from early termination.
8. **Termination:** This Agreement may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Recipient fails to fulfill its obligations under this Agreement or associated Attachments, the University may terminate this Agreement by giving written notice to the Recipient at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the University. Upon termination of this Agreement for any reason, the Recipient shall promptly return to the University any funds awarded by the University that remain unexpended by Recipient as of the date of termination.
9. **Recipient's Qualifications and Performance:** In accordance with the terms and conditions of this Agreement, the Recipient represents that it shall comply with all requirements of the RFP and the Proposal and if Recipient is to provide services hereunder, it has obtained all requisite licenses and permits to perform the services. In addition, the Recipient agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.
10. **Disclaimer:** Nothing in this Agreement shall be deemed to create a partnership, joint venture, employment relationship or agency relationship between the Recipient and the University, nor create between the parties nor as to any third party any legal rights or responsibilities other than those explicitly contained herein. The University shall not be obligated under any contract, subcontract, or other commitment made by the Recipient.
11. **Conflict of Interest Prohibited:** The Recipient represents that none of its officers, directors, employees, agents, contractors, managers or other representatives have or will have a personal financial interest in the

expenditure of the funds awarded under this Agreement. Recipient acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Recipient agrees to comply with all requirements of the statute in the performance of this Agreement.

12. **Recordkeeping, Audit, and Inspection of Records:** The Recipient shall maintain books, records and other compilations of data pertaining to the expenditure of funds pursuant to this Agreement to the extent and in such detail as shall properly substantiate the propriety of the expenditures. All such records shall be kept for a period of seven (7) years from the date of last expenditure. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting there from, or until the end of the applicable retention period, whichever is later. The University or any of its duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Recipient which pertain to the provisions and requirements of this Agreement. Such access shall include on-site audits, review, and copying of records.
13. **Reports:** In connection with all reports prepared by Recipient for or at the request of University, including but not limited to all works created or provided by the Recipient pursuant to this Agreement (collectively, the "Deliverables"), Recipient hereby grants to University, and its respective successors and assigns, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license to reproduce, distribute, create derivative works, publicly perform and publicly display, with the right to sublicense and assign such rights in and to the Deliverables including, without limitation, the right to use the Deliverables for any non-commercial educational and research purposes. The Recipient represents that it has obtained all rights, assignments, licenses, permissions and authorizations for any third-party materials which have been incorporated into the Deliverables which are required for the Recipient to license such Deliverables to the University. The Recipient agrees that the University's rights granted hereunder may be freely assigned and licensed and any such sub-assignment or sub-license shall be binding upon the Recipient and inure to the benefit of such sub-assignee or sub-licensee.
14. **Compliance with Laws:** The Recipient shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the Commonwealth and any governmental authority when expending funds awarded pursuant to this Agreement.
15. **Confidentiality/Privacy:** Recipient shall comply with all applicable state and federal laws and regulations relating to confidentiality, privacy, and security. In the performance of this Agreement, the Recipient may acquire or have access to "personal information" (as defined in Mass.Gen.Laws ch.93H), or "personal data" and become a "holder" of such personal data (as defined in Mass.Gen.Law. ch.66A). Such "personal information," and "personal data" shall be deemed to be "Personal Information." Recipient shall implement feasible safeguards to restrict access and ensure the security, confidentiality and integrity of all Personal Information owned, controlled, stored, or maintained by University and provided to or accessed by Recipient in the performance of services irrespective of the medium in which it is held. The Recipient agrees that it shall inform each of its employees, servants or agents, having involvement with Personal Information of the laws and regulations relating to confidentiality, privacy, and security.
16. **Choice of Law:** This Contract is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
17. **Forum Selection:** The parties agree to bring any action arising out of or relating to this Agreement or the relationship between the parties in the state courts of the Commonwealth of Massachusetts which shall have exclusive jurisdiction thereof. The Recipient expressly consents to the jurisdiction of the state courts of the Commonwealth of Massachusetts in any action brought by the University or the Commonwealth arising out of or relating to this Agreement, or the relationship between the parties, waiving any claim or defense that such forum is not convenient or proper. This paragraph shall not be construed to limit any other legal rights of the parties.

18. **Assignment and Delegation:** The Recipient shall not assign or in any way transfer any interest in this Agreement without the prior written consent of the University, nor shall the Recipient subcontract any service without the prior written approval of the University. Any purported assignment of rights or delegation of performance in violation of this Section is VOID.
19. **Severability:** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.
20. **Waivers:** All conditions, covenants, duties and obligations contained in this Agreement can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.
21. **Amendments:** This Agreement may be amended only by written agreement of the parties, executed by the parties' authorized representatives and in compliance with all other regulations and requirements of law.
22. **Entire Agreement:** The parties understand and agree that this Agreement and its attachments or amendments (if any) supersede all other verbal and written agreements and negotiations by the parties relating to subject matter herein.
23. **Notice:** Unless otherwise specified, any notice hereunder shall be in writing addressed to individuals at the address indicated below (Name, postal address, phone, email address). The individuals named below shall also be the primary contact persons for any inquiries concerning this Agreement:

To the University: Abigail Barrow, Massachusetts Technology Transfer Center, University of Massachusetts,
Office of the President, One Beacon Street, 31st Floor, Boston, MA 02108
Phone 617-287-4088, abarow@umassp.edu

To the Recipient: _____

Employees of the University shall not be held personally or contractually liable by or to the Recipient under any term or provision of this Agreement or because of any breach thereof.

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

**UNIVERSITY OF MASSACHUSETTS,
Massachusetts Technology Transfer Center**

Sig: _____

Name: Abigail Barrow

Title: Director, Mass Technology Transfer Center

RECIPIENT,

Sig: _____

Name: _____

Title: _____

Sig: _____

Name: Eric Heller

Title: Interim Executive Director, Donahue Institute