**MASSACHUSETTS TECHNOLOGY COLLABORATIVE**

**MCP Capital Matching Grant Agreement**

**Between Massachusetts Technology Collaborative and ICMPartnerName**

This Manufacturing Cybersecurity Program (“MCP”) Capital Matching Grant Agreement and any Exhibits and Attachments hereunder (collectively the "Agreement") is made and entered into by and between Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative (“Grantor”), an independent public instrumentality of the Commonwealth of Massachusetts with a principal office and place of business at 75 North Drive, Westborough, Massachusetts 01850 and ICMPartnerName at located ICMPartnerPrimaryAddressLine1, ICMPartnerPrimaryAddressLine2, ICMPartnerPrimaryAddressCity, ICMPartnerPrimaryAddressState ICMPartnerPrimaryAddressZipCode (“Grantee").

**Whereas,** Grantor and Grantee desire to enter into a grant agreement under which Grantee may support and/or perform certain activities as described herein that carry out a public purpose that supports the mission of Grantor (the “Grant Activities”), and does not provide consideration for the acquisition of real, tangible, or intellectual property or services for Grantor’s direct benefit or use, and

**Whereas**, Grantee will partner with one or more manufacturers (“Manufacturer” or “Manufacturers”) to accomplish Grant Activities, and

**Whereas**, such Grant Activities shall be specified in Project Scopes (“PS” or “PSs”) set forth as Exhibits hereto, which will supersede and control over any conflicting terms in 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. Term and Termination**

This Agreement shall take effect as of ICMContractEffectiveDate (the "Effective Date") and shall remain in effect until ICMContractPeriodofPerformanceEndDate (the “Term”). Extensions requested by the Grantee due to failure to meet the Required Match as set forth below shall be limited to one (1) extension per Term.

This Agreement may be suspended or terminated in whole or in part in any of the following situations by:

1. Either party for cause if the other fails to comply with the terms and conditions of this Agreement, provided the breaching party is given notice of non-compliance and does not remedy non-compliance within 30 days of such notice. Non-compliance includes failure of Grantee’s project to move forward in accordance with the PS for any reason, which may rise to material breach as defined by Grantor.
2. Grantor for material breach that cannot be remedied, as solely determined by Grantor, including, but not limited to, a lack of adequate record-keeping on the part of Grantee such that Grantor is unable to ensure the Grant Funds are being utilized as reported. Grantee shall return any Grant Funds found not in compliance with the purpose listed herein.
3. Mutual agreement of Grantor and Grantee.
4. Grantor for convenience upon thirty (30) days written notice. Grantee shall be funded for all costs and non-cancellable commitments incurred in connection with the Agreement as specified in **Exhibit 1**, up through the date of termination notice.
5. Grantor in the event of loss of availability of sufficient funds for the purposes of Grant Activities hereunder, or in the event of an unforeseen public emergency or other change of law mandating immediate Grantor action inconsistent with performing its obligations. In the event of loss of funds, the Grantor agrees to notify Grantee as promptly as possible, so the Grantee can limit continued performance under this Agreement.

Upon termination Grantee shall, unless otherwise agreed, cease work hereunder and provide to Grantor the Grant Activity Deliverables set forth in the PS.

Sections 6, 7, 9, 10, 12, and 17 of this Agreement shall survive termination.

**2. Grant Funds and Budget Adjustments**

1. **Grant Funds**. In consideration of Grantee’s performance of Grant Activities in compliance with the Agreement, Grantor shall pay Grantee up to **Dollars ($ICMContractAmount)** (the “Grant”) for actual direct costs incurred under this Agreement, subject to the provisions and restrictions contained herein. Grant Funds will be paid directly to Grantee, who will in turn pay Manufacturer, as further specified in the Project Scope and Budget below. In executing this Agreement Grantee acknowledges and agrees that its receipt of the Grant does not create any rights of preference for Grantee or Manufacturer to receive subsequent funding from Grantor, and the release of Grant funding by Grantor is subject to Grantor’s receipt of capital funding for this project from the Commonwealth of Massachusetts in sufficient amounts to reimburse Grantee for eligible expenses.
2. **Budget Adjustments**. The parties acknowledge that the costs listed in the Budget are estimated. Therefore, Grantee may shift funds between the line items associated with each category if 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 according to Grantor’s Budget Guidelines in effect then. Any Budget adjustments impacting the funding to be paid by Grantor must always be eligible for capital expenses incurred by Grantee. Grantee shall notify Grantor through its Semi-Annual reports, or in writing as needed between reporting periods, of any potential material variances to the expenditure schedule. Grantor shall also notify Grantee of any changes in availability of funding that it expects could impact the schedule.

**3. Required Match**

As a condition of the Grant, Grantee is required to provide matching funds for the costs incurred in the performance of the project (the “Required Match”).

1. **Match Ratio**. Grantee and/or Manufacturer shall match Grant funds at a 1:1 ratio during the grant period, and it is expected that match will be expended ratably with the reimbursable costs. The total Required Match contribution shall be a minimum of **Dollars ($ICMContractAmount).** Grantee shall ensure that the Required Match meets the requirements set forth within this Section 3.
2. **Acceptable Forms and Source of Match**. The Required Match must either specifically cover a portion of the actual costs of the grant-funded project or must be necessary and directly related to the accomplishments of the project objectives. Required Match funds must be incurred and recognized after the submission date of Manufacturer’s and Grantee’s full grant application. Required Match must be recorded and verifiable from the Grantee and/or Manufacturer’s records and cannot be included as contributions to or match for any other federally and state funded project. 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 expenditure shall be recognized in conformance with the Generally Accepted Accounting Principles. Match funds may be from the Grantee, Manufacturer, or third parties, other private investments, or federal grants; however, match funds may not be sourced from other state grants.
3. **Match Documentation**. Grantee shall document the amount of the Required Match incurred on each invoice submitted to Grantee, which must be accompanied by the **Invoice Certification Form (Attachment A)**. Any match not reported with the invoice shall be included in the next Semi-Annual or Final Report. Payment is specifically contingent on Grantor’s approval of the form and amount of the Required Match. Match requirements shall also be listed and documented in Semi-Annual and Final Reports.
4. **Failure to Meet Required Match**
   1. Holdback. To the extent Grantee has not met the Required Match or properly demonstrated the capability to meet the Required Match before the end of the Term of the Agreement, Grantor shall holdback ten percent (10%) of the Grant amount until such time that the Grantee can verify that the remaining Required Match has been met.
   2. Claw back. In the event that Grantee does not meet the Required Match by the end of the Term or any requested extension, Grantor shall have the right to request repayment of Grant funds dispersed in excess of the match funds appropriately documented. Grantee shall return funds within thirty (30) days of receipt of request by Grantor.

**4. Allowable Charges, Invoices and Payment Terms**

Grantee and Manufacturer shall follow Generally Accepted Accounting Principles (“GAAP”) as well as any applicable accounting standards related to the Grantee’s receipt of other federal or state funds.

1. **Allowable Charges**
   1. **Capitalized Costs**. All reimbursed costs must be considered actual capital costs and be capitalized as such on Manufacturer’s books, as verified by Grantee and if requested by Grantor. In order to be considered as reimbursable under the Grant, the costs incurred must be: (i) specified in a line item of the Budget, (ii) incurred in the performance of the Project Scope, and (iii) ordered after the submission date of Manufacturer’s and Grantee’s full grant application. All reimbursable costs must be within a category to be considered as reimbursable under the Grant, and must be specified on a line item of the Budget as follows:
      1. **Capitalized Equipment, Land and Buildings**. Capital assets purchased in accordance with the Budget.
      2. **Capitalized Materials**. The cost of capitalized materials purchased shall not exceed the amounts set forth in the Budget.
      3. **Other Capitalized Costs**. The cost of capital items purchased, or capital costs incurred shall not exceed the amounts set forth in the Budget.
2. **Invoices** 
   1. Manufacturer should directly provide to Grantee an invoice that lists a summary of the costs and the total amount being requested that align with the approved Budget. Supporting information must include organized copies of equipment POs and/or invoices so they can be matched and reconciled to the invoice listing. Grantee shall validate the invoice from each Manufacturer and then include Manufacturer’s invoice and supporting information as supporting documentation to the Grantee's invoice submitted to Grantor. To the extent any item submitted to Grantee by a Manufacturer is not straightforward, Grantee shall provide an explanation as part of their invoice package submitted to Grantor. Grantor may also reach out to Grantee for additional information as necessary.
   2. Grantee invoices shall be submitted in alignment with the specific items listed in the Budget and must include:
      1. Grantee’s name, invoice number, and date, a summary of the amount being requested organized by Manufacturer, and match funds recognized by Manufacturer;
      2. An explanation for any variances to the Budget.
      3. Matching funds expensed during the invoice period;
      4. Any Deliverables that are due at the time of submission;
      5. The **Invoice Certification Form (Attachment A)**, signed by an authorized representative of Grantee.
      6. The **Budget and Invoice Spreadsheet (Attachment B)**, and
      7. Supporting documentation for reimbursable costs, matching costs, and any Deliverables that are due at the time of submission. Supporting documentation should be organized in a manner that allows for an efficient reconciliation and tie out to the invoiced amounts. The documentation should include Manufacturer’s invoice or funding request submitted to Grantee along with copies of vendor invoices for the purchase of equipment or other capital items.
         1. To the extent Grantee has an accounting-system that can track and generate detailed transaction reports, for this project alone, which would tie back to invoice amounts and Budget.
         2. Project Budget line items and categories, Grantor may review this in lieu of documentation as listed in this section, subject to Grantor approval of form and format.
         3. Any invoice submitted without all of the required documentation will be found to be incomplete and will not be processed for payment. Documentation should be provided in an organized and well documented manner as determined by Grantor. Invoices must be addressed to all Grantor personnel identified in the PS.
   3. **Invoicing Frequency and** **Additional Supporting Documentation**. Grantee shall invoice Grantor no more frequently than monthly nor less frequently than quarterly. Additional supporting documentation may be requested by Grantor 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 Grantee prior to submission to Grantor.
      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 Grantor.
      5. Other Non-Capital Match Costs: all costs shall be itemized on the invoice and supported by documentation such as vendor invoices, receipts or other documentation as required by Grantor.
3. **Payment Terms**
   1. Funds may be provided to Grantee as follows:
      1. On a cost-reimbursement basis based upon invoices for actual direct capital costs incurred by Manufacturer in the performance of the Project Plan. **OR**
      2. In advance, based upon Manufacturer’s purchase order ("PO"). Should payment be made to Grantee based upon a Manufacturer’s PO, Grantee shall hold funds until an invoice from the equipment vendor is received from Manufacturer. Such invoice will then be provided by Grantee to Grantor as proof of equipment purchase with the next invoice or report clearly indicating the item was previously reimbursed through a PO. Until an invoice is provided by Manufacturer, Grantee shall track and provide Grantor with updates, in the Deliverables or as requested, regarding the status of the advanced funds. In the event Grantor does not receive the associated invoice, or if the equipment is not ultimately purchased, all amounts paid by Grantor based on the PO shall be refunded within thirty (30) days of request.
      3. Grantor shall pay Grantee within thirty (30) days after receipt of a complete invoice and determination by Grantor that all proper documentation has been provided, unless Grantor should determine that any such payment or any part thereof is otherwise not properly payable pursuant to the terms of the PS. **Final payment is specifically contingent on Grantor’s approval of the nature, form and amount of the Required Match.**

**5. Notices**

All communications to Grantor regarding legal issues shall be emailed to Grantor’s General Counsel Jennifer M. Saubermann at saubermann@masstech.org followed by hardcopy to the following address:

Massachusetts Technology Collaborative

75 North Drive

Westborough, MA 01581

508/870-0312 (phone)

508/898-2275 (fax)

Attn: General Counsel

All communications regarding any other issues shall be emailed or delivered to the personnel specified in the PS.

**6. Grantee's Representations and Warranties**

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

1. Grantee 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 Grantee or any of its assets is bound.
2. Grantee 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.
3. Grantee and its employees are not employees, partners or joint-venturers of Grantor. Grantee 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. Grantee 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.
4. Grantee 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. Grantee agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment.
5. All personnel performing tasks under the PS hereunder are eligible to work in the United States at the time of execution of this Agreement and that Grantee has a continuing obligation to ensure such status during the term of the Agreement.

**7. Indemnification and Hold Harmless**

To the extent allowable by law Grantee will indemnify, defend, and hold Grantor and its employees, officers and agents (collectively “Indemnified Persons”) from and against any and all third-party claims, demands, and liabilities (including, but not limited to, attorneys’, accountants’ and other professionals’ fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by an Indemnified Person) relating to, arising out of or in any way connected with this grant or the expenditure of grant funds.

**8. Ownership**

Grantee will retain all legal rights in any property, including but not limited to intellectual, tangible, intangible, or data, that may be acquired with the funds granted under the Agreement. Grantor will retain ownership of all Deliverables as set forth in the PS. Manufacturer shall own all right, title and interest to equipment purchased under the PS, subject to restrictions, if any, set forth herein.

**9. Capital Asset Title, Restrictions and Location**

Grantee shall ensure that:

1. Manufacturer purchases and takes title to equipment and other capital assets as specified in the Budget in **Exhibit 1** and in **Attachment B (Budget and Invoice Spreadsheet)** (collectively “Capital Assets”) subject to a security interest in favor of Grantor, to ensure the full and faithful performance of this Agreement. Grantor may perfect the security interest by filing a financing statement in the proper jurisdiction.
2. Manufacturer does not sell, lease, transfer, pledge, or encumber the Capital Assets, nor pledge the Capital Assets as security or collateral in connection with any financing, loan, debt or line of credit for a minimum of five (5) years after installation, except with the prior written approval of Grantor. Any such sale, lease, transfer, pledge or encumbrance, unless approved in writing by Grantor, shall be a material default under this Agreement giving rise to the remedies set forth herein.
3. At any time during the Term of this Agreement, Grantor or Grantor’s agent shall have the right to access, inspect and witness the operation of the Capital Assets at Manufacturer’s facility, at dates and times mutually agreed to by Grantor and Manufacturer, but not later than 10 business days after Grantor requests access for inspection.
4. All Capital Assets remain in the Commonwealth for a minimum of five (5) years after installation. If Manufacturer is acquired or moves out of state prior to the expiration of the five (5) years, then at the Grantor’s discretion:
   1. all Capital Assets must be sold by Grantee and Manufacturer, and the proceeds returned to Grantor for use by a nonprofit or academic ecosystem partner, OR
   2. Grantee and Manufacturer work with Grantor to determine to which academic or non-profit partner the Capital Assets should be transferred.

All provisions set forth in this section shall be expressly flowed from Grantee to Manufacturer.

**10.** **Damages Cap and Disclaimer**

EXCLUDING GRANTEE’S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION) AND CLAIMS FOR BODILY INJURY OR DEATH, EACH PARTY’S LIABILITY SHALL BE LIMITED TO THE AMOUNTS PAID UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR LOSS OF OPPORTUNITY.

**11. Assignment and Subcontracting**

Unless required by law Grantee shall not assign nor in any way transfer any interest in this Agreement without the prior written consent of Grantor.

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

In accordance with the Massachusetts Statewide Records Retention Schedule, Grantee will keep adequate records to document the expenditure of funds and the activities supported by the Grant for a minimum of seven (7) years from final payment or until litigation is resolved if filed within that period (the “Retention Period”). Grantor, 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 Grantee 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 Grantee shall refund to Grantor the amount determined by such audit within thirty (30) days of Grantee's receipt of such audit and demand.

**13. Insurance**

To the extent the Grantee does not participate in a self-insurance program, Grantee 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 workers’ compensation. At Grantor’s request, Grantee will provide Grantor with copies of the certificates of insurance evidencing such coverage.

**14. Publicity**

Any use of Grantor’s name or logo by Grantee or Manufacturer, including, but not limited to, on websites, in the titles of programs, in publications and reports, in press releases, on placards at meetings, or in paid advertisements, must be pre-approved in writing by authorized staff of Grantor. Grantee and/or Manufacturer shall get written consent from Grantor prior issuing press releases, announcing events, or posting any signs or media directly related to this specific grant. Neither Grantee nor Manufacturer shall represent that positions taken or advanced by it represent the opinion or position of Grantor in any media produced. Grantor shall enforce this provision with Manufacturer.

**15. Public Records**

As a public entity, Grantor 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 Grantor and/or its employees are subject to public disclosure. Grantee should not submit any information to Grantor that it does not want publicly disclosed and should assume that all submissions are subject to public disclosure without any prior notice, even if marked confidential. If either Grantee wishes to have Grantor treat certain information or documentation as confidential, Grantee must submit a written request to Grantor’s General Counsel specifying the type of information that Grantee wishes to be treated as confidential along with a detailed explanation of the statutory exemption(s) from the Public Records Law. Grantor’s General Counsel is the sole authority within its institution for making determinations on the applicability and/or assertion of an exemption to the Public Records Law.

**16. 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, M.G.L. c.3, §39.

**17. 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 Grantee agrees to bring any Federal or State legal proceedings arising hereunder in which the Commonwealth or Grantor 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.

**18. Force Majeure**

If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstance beyond its reasonable control, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement, provided however, that in no event shall such time extend for a period of more than 30 days.

**19. 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.

**20. Headings**

The paragraph headings contained herein are for convenience of reference only and shall not be construed as defining or limiting the matter contained thereunder.

**21. 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.

**22. Entire Agreement, Exhibits and Amendments**

The parties understand and agree that this Agreement, its Exhibits, Attachments and any amendments supersede all other verbal and written agreements and negotiations by the parties regarding the matters set forth herein and can be amended only through a written document executed by both parties. The following are attached and incorporated into this Agreement:

* **Exhibit 1 – Grant Activities Project Scope**
* **Attachment A – Invoice Certification Form**
* **Attachment B – Budget and Invoice Spreadsheet**

**Massachusetts Technology Park Corporation ICMPartnerName**

**d/b/a Massachusetts Technology Collaborative**

**By:**  **By:**

**Name:** Carolyn A. Kirk  **Name:** ICMPartnerAuthorizedSignatoryName

**Title:**  Chief Executive Officer **Title:** ICMPartnerAuthorizedSignatoryTitle

**Date:** **Date**:

**Exhibit 1**

**Grant Activities**

**Project Scope**

Pursuant to the terms and conditions of the Agreement and this Project Scope, Grantor and Grantee agree as follows:

**1. Responsibilities**

Grantee is solely responsible for all project decisions, and the preparation of all plans and specifications.

**2. Project Personnel**

Both Grantor and Grantee have designated the following persons to serve as Project Managers to support effective communication between Grantor and Grantee and to report on the project progress. Each party will endeavor to maintain the continuity of its respective project personnel.

For Grantor: ICMProjectManager ( @masstech.org) (508-870-0312)

Grantor Contact for Invoicing Matters: ICMFinanceContact ( @masstech.org) (508-870-0312)

For Grantee: ICMPrimaryContactPersonFirstName ICMPrimaryContactPersonLastName (ICMPrimaryContactPersonEmail) (ICMPrimaryContactPersonPhone)

Grantee Contact for Invoicing Matters: ICMPrimaryContactPersonFirstName ICMPrimaryContactPersonLastName (ICMPrimaryContactPersonEmail) (ICMPrimaryContactPersonPhone)

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

**3.** **Project Plan**

1. **Overview**

The Massachusetts Manufacturing Accelerate Program (“MMAP”) Cybersecurity grant funding provides capital cost share for cybersecurity infrastructure improvement projects located within the Commonwealth’s borders, as part of the state’s on-going commitment to the manufacturing industry. MMAP’s Manufacturing Cybersecurity Program (“MCP”) aims to help Massachusetts-based small to medium sized manufacturers enhance cybersecurity infrastructure to meet requirements from customers, strengthen the security of their networks, and allow them to enter additional markets.

Grantee shall partner with the following organization(s) (“Manufacturer” or "Manufacturers"), who will utilize the Grant Funds to purchase necessary capital equipment for their cybersecurity infrastructure improvement project:

* [Manufacturer]

Grantee shall ensure that Grant Activities hereunder are performed as set forth below. Grantee may delegate Tasks to Manufacturer(s) but is solely responsible for ensuring performance under this Agreement.

1. **Tasks**

Grantee will perform the following tasks for (each) Manufacturer:

* Assistance with assessments, requirements, equipment acquisition, and cybersecurity standard compliance
* Invoicing and reconciliation of accounts, check processing, funds disbursement

1. **Equipment**

Grantee shall ensure that Grant Funds hereunder are used by Manufacturer(s) to purchase equipment or other capital items as specified in the Budget section below for the intended cybersecurity project.

1. **Deliverables**
2. Semi Annual Report- Grantee shall submit a semi-annual report with status on the following:

* progress to date towards reaching a cybersecurity standard
* other cybersecurity investments made to date as part of this project (i.e. workforce training, software upgrades, etc.)
* adherence to timelines, if any
* funds spent and equipment purchased, broken out by Manufacturer with copies of equipment invoices paid with Grant Funds if funds were disbursed to Grantee based upon a PO and documentation was not previously provided
* match funds incurred and supporting documentation to the extent not previously provided with invoices

**DUE:**

1. Final Report- Grantee shall submit a final report with the status on following:

* progress towards reaching a cybersecurity standard
* other cybersecurity investments made as part of this project (i.e. workforce training, software upgrades, etc.)
* adherence to timelines, if any
* impact on business of progressing cybersecurity infrastructure (i.e. new markets,

added revenue, etc.)

* a final accounting of funds spent, and equipment purchased, broken out by Manufacturer and aligned with their budget along with copies of equipment invoices paid with grant funds if not previously provided to MassTech
* final accounting match funds incurred and supporting documentation not previously provided to Grantor
* project economic outcomes and impact on Massachusetts

**Grantee shall also submit an Invoice Certification Form (Attachment A) at this time to Grantor for the entire Grant period.**

**DUE: ICMContractPeriodofPerformanceEndDate**

\*Grantor will not process payments on invoices if there are outstanding Deliverables.

1. **Budget(s)**

**Attachment A**

**Invoice Certification Form**

**Organization:** **ICMPartnerName**

**Grant Number**: ICMContractNo

**Invoice Number:**

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

• Have been recognized on Grantee’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 Required Match, or match in excess of the Required 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 Grantee in direct support of the project funded by Grantor

• Not counted as match under any other award

• Not sourced from other state grants, and

• 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.

I attest that funds received from Grantor to date have been fully expended to Manufacturer, and to the best of my knowledge, Manufacturer has complied with all requirements under this Grant and any related agreement between my organization and Manufacturer including incurring the costs for equipment paid for under the Grant, installing the equipment and utilizing it as set forth in this Agreement.

**Certified by: ICMPartnerName**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Authorized Signing Authority

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Signing Authority

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact email and phone number

**Attachment B**

**Budget and Invoice Spreadsheet**

**See Excel spreadsheet**