

MASSACHUSETTS TECHNOLOGY COLLABORATIVE

75 NORTH DRIVE
WESTBOROUGH, MASSACHUSETTS 01581

MASTER AGREEMENT FOR LEGAL SERVICES

This MASTER AGREEMENT FOR LEGAL SERVICES (as amended from time to time, the "Agreement") is made and entered into as of **[Insert Date]** (the "Effective Date") by and between Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative, 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 **[Full legal contractor name]**, **[an individual OR insert legal status and state of jurisdiction]**, with **[a principal place of business OR residing]** at **[Insert Full Legal Address]**, ("Contractor").

Whereas, MTC desires to retain Contractor to render certain services to MTC and Contractor desires to be so retained by MTC and to perform the services specified herein, all 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 hereto hereby agree as follows:

1. **Certain Definitions:** The following capitalized terms have the following meanings for purposes of this Agreement:
 - a) "Agreement" means this Master Agreement for Legal Services, including all work orders entered into hereunder and attached hereto and all other referenced attachments hereto and thereto, as the same may be amended from time to time in accordance with the terms of this Agreement.
 - b) "Applicable Third Party" means any Applicant, any Recipient, or any third party to which MTC is under an obligation to keep the information in question confidential or any Applicant, Contractor Grantee, Recipient or Respondent other than MTC who will directly benefit from the services provided hereunder.
 - c) "Applicant" means any Person who has sought funding or other financial support from, or has submitted one or more proposals for projects to, MTC in connection with any of MTC's programs or initiatives as in effect from time to time, including any former Applicant.
 - d) "Commonwealth" means the Commonwealth of Massachusetts (and its political subdivisions or agents where the context so requires).
 - e) "Contractor" means any Person providing the services contemplated hereunder.
 - f) "General Counsel" means MTC's General Counsel, or, in the event that no Person holds such title at the time in question, such other legal counsel to MTC as MTC's Executive Director may designate.
 - g) "Governmental Authority" means any national or federal government, any state or other political subdivision thereof, and any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.
 - h) "Grantee" means any Person who has received funding or any other type of support from MTC pursuant to any of MTC's programs or initiatives as in effect from time to time, including any former Grantees (also referred to herein as Recipient).
 - i) "MTC" means the Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative and any of its subsidiaries, subdivisions or affiliates, and the successors or assigns thereof.

- j) "Person" means any individual, partnership, corporation, limited liability company, joint venture, trust, unincorporated organization, Governmental Authority or any other entity.
 - k) "Project Personnel" means, with respect to each project hereunder, the employees or other personnel of each party responsible for such project.
 - l) "Public Records Act" means the Massachusetts Public Records Act, M.G.L. Chapter 66, and any successor thereto.
 - m) "Recipient" means any Person who has received funding or any other type of support from MTC pursuant to any of MTC's programs or initiatives as in effect from time to time, including any former Recipients (also referred to herein as Grantee).
 - n) "Respondent" means any Person who has submitted one or more proposals in response to a request for such proposals made by MTC, including any former Respondents.
 - o) "Sensitive Information" means any confidential, proprietary or otherwise sensitive information concerning the organization, business, operations, financial condition, capitalization, finances, employees, activities, existing or prospective technology, plans or prospects of MTC or any Applicable Third Party. "Sensitive Information" includes, without limitation, MTC's or any Applicable Third Party's trade secrets or any commercial or financial information regarding the operation or the current or prospective competitive position of MTC or of any Applicable Third Party; internal policies and methods of doing business; databases and analytical models; personnel records; products, inventions, designs, know-how, techniques, methods, systems, processes, procedures, prototypes, chemicals, biologics, software programs, works of authorship and other developments; actual or prospective customers, vendors, suppliers, licensors, licensees, investors, strategic or financial partners, products or services; and business plans, projects, proposals and contractual arrangements (including the terms of this Agreement); in each case regardless of whether such Sensitive Information is in oral form or in the form of Written Materials.
 - p) "Written Materials" means any and all documentary materials or data relating to any matter within the scope of the business or mission of MTC or concerning any of its dealings or affairs, or relating to any Applicable Third Parties under MTC's programs, regardless of the physical form or characteristics of such documentary materials or data. "Written Materials" include, without limitation, notes, memoranda, letters, reports, documents, files, lists, records, drawings, sketches, specifications, software programs, and other documentation and other materials of any nature and in any format, including data stored on computers, floppy disks c/d roms or other electronic media.
2. **Scope of Services:** MTC hereby retains Contractor to provide services to MTC during the term of this Agreement, and Contractor hereby accepts such engagement. Contractor represents itself as competent and qualified to accomplish the specific requirements of this Agreement to the satisfaction of MTC and in accordance with the terms and conditions of this Agreement and acknowledges that MTC is relying upon such representation in entering into this Agreement. This Agreement shall apply to all services provided from time to time by Contractor to MTC during the term specified in Section 4. Each service request shall be in writing and shall be attached to this Agreement as a separate work order, substantially in the form of Attachment B, specifying the start date and duration of the service request, the services to be performed, any deliverables to be furnished by Contractor and payment terms, and shall be signed by a duly authorized officer or employee of each of the parties. Each work order shall reference this Agreement and will be numbered sequentially. In the event of any conflict between the terms and conditions set forth in this Agreement and any provision(s) set forth in any work order or other attachment hereto, the terms of this Agreement shall control unless and until amended in accordance with Section 19 hereof.
3. **Payment:** MTC shall compensate Contractor as set forth in the attached work order(s). Payments hereunder will generally be made by MTC within forty-five (45) days following receipt of a reasonably detailed invoice from Contractor evidencing that payment is due hereunder.

Contractor's invoices will include such information as is set forth on the relevant work order or as otherwise requested by MTC.

4. **Term of the Agreement:** This Agreement shall take effect as of the Effective Date set forth in the first paragraph of this Agreement, and shall remain in effect until *[Insert Date]*, or until Contractor has completed all services specified in the attached work order(s), whichever is later, unless terminated sooner under the provisions of Section 8.
5. **Project Personnel:** The relevant Project Personnel shall be set forth on the applicable work order. Unless otherwise agreed by the parties, each party will use all reasonable efforts to maintain the same personnel on its project team unless replacement is necessitated by the resignation, extended illness, incapacity or death of specific Project Personnel. Either party may request the removal or replacement of any individual(s) from the other party's project team but shall not do so on frivolous or vexatious grounds. Such a request shall include the reasons for the requested change. If such a request is based on reasonable grounds then each party shall use all reasonable efforts to replace the relevant individual promptly.
6. **Timely Performance:** Contractor acknowledges that expeditious completion of Contractor's services and the expeditious delivery of related deliverables is of the utmost importance to MTC.
7. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and shall be sent either (i) by facsimile or telecopier, (ii) by courier, or (iii) by first class mail, postage, prepaid, addressed to the Project Personnel listed in the applicable work order at the addresses of such Persons indicated in the first paragraph of this Agreement (or to such other address as a party may provide by notice to the party pursuant to this Section 7), and shall be effective (i) if dispatched by facsimile or telecopier 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. A copy of each notice required to be sent pursuant to this Agreement shall also be sent to the General Counsel.
8. **Termination or Suspension:**
 - a) **Procedures:** This Agreement will terminate on the date specified in Section 4, unless amended in accordance with Section 19 to extend the term hereof, or unless earlier terminated or suspended as provided in this Section 8(a).
 - i) **Immediate Termination or Suspension - Bankruptcy, Fraud or Material Breach:** This Agreement shall terminate automatically, without further action by either party, in the event of a bankruptcy, receivership or insolvency filing by or against Contractor or the commission by either party of any action constituting fraud on the part of such party in its dealings with the other party or with the Commonwealth. This Agreement shall terminate (or, at the election of the notifying party, the provisions of Section 2 and/or 3 and the related provisions of any work orders shall be suspended) immediately upon receipt by a party of written notice of termination (or suspension) from the other party in the event of such party's material breach of the provisions of this Agreement. The notice shall identify the relevant Section(s) of this Agreement breached by the other party and the nature of such breach. If a party notified of suspension hereunder cures the breach referenced in the notice to the reasonable satisfaction of the notifying party within fourteen (14) days (or such greater or lesser number of days as is specified by the notifying party in said notice) of receipt of such notice, this Agreement shall automatically be reinstated and shall be in full force and effect as if the notice had not been issued; if not, this Agreement shall thereupon automatically terminate, without further action by either party, on such date.
 - ii) **Cure Period for Breach of Contract:** In the event Contractor breaches any of its representations, warranties or covenants or any other provision of this Agreement, MTC may, at its option and in lieu of or after declaring this Agreement immediately suspended or terminated under the immediately

preceding clause, provide Contractor with written notice of the opportunity to cure such breach. If Contractor cures the particular breach within fifteen (15) days (or such greater or lesser number of days as is specified by MTC in said notice) of the receipt by Contractor of such notice, this Agreement shall continue in full force and effect as if the notice had not been issued. If Contractor fails to cure such breach within such cure period, this Agreement shall thereupon automatically terminate.

- iii) *Termination Without Cause:* MTC may terminate the Agreement without cause at any time upon provision of written notice to Contractor at least seven (7) calendar days before the effective date of such termination.
- iv) *Change of Law:* MTC may terminate this Agreement at any time upon provision of written notice to Contractor in the event of the loss of availability of sufficient funding for the purposes of this Agreement, or in the event of an unforeseen public emergency or change of law mandating action by MTC which is inconsistent with performing its obligations under this Agreement or rendering further performance by MTC of its obligations hereunder impracticable or impossible.

b) Obligations in Event of Termination; Survival: Upon termination of this Agreement, the parties shall have the following obligations:

- i) *Deliverables:* Contractor shall deliver to MTC all written and tangible work product identified as deliverables in the applicable work order(s) for which services have been performed and payment has been made, and all other property of MTC or any Applicable Third Parties, and all copies thereof in the direct or indirect possession or control of Contractor, up to and including the date of termination.
- ii) *Payment:* Contractor shall be paid for all requested and authorized services and deliverables described in the applicable work order(s) and performed up to and including the date of termination.
- iii) Sections 7 and Sections 9 through 23 of this Agreement shall survive termination of this Agreement.

9. **Contractor's Representations, Warranties and Certifications:** As of the date of this Agreement, and as of each date on which a work order is entered into by the parties, Contractor hereby represents, warrants and certifies under the pains and penalties of perjury as follows:

- a) Contractor is duly authorized to enter into this Agreement (including all work orders hereunder), 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 Contractor or any of its assets is bound.
- b) Contractor and all Project Personnel of Contractor are fully capable and qualified to perform the described service(s) and Contractor's other obligations under this Agreement, and have obtained all requisite licenses and permits to perform such obligations.
- c) Contractor 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 Governmental Authorities applicable to or implicated by the subject matter of this Agreement, including, without limitation, the statutes referenced in Sections 9(d), 9(e), 14, 16 and 17.
- d) Contractor and its employees are independent contractors of MTC, and not employees, partners or joint-venturers of MTC. Contractor 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. Contractor 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, M.G.L. c.152.

- e) Contractor 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. Contractor 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 M.G.L. c.151B.
- f) The Contractor represents and warrants that all personnel supplied under this Agreement are eligible to work in the United States at the time of execution of this Agreement and that Contractor has a continuing obligation to ensure such status for the duration of the Agreement.

10. **Indemnification and Insurance:**

- a) To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Commonwealth, MTC, and each of their respective agents, officers, directors and employees (together with the Commonwealth and MTC, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of Contractor under this Agreement, or (ii) any negligent acts or omissions or reckless or intentional misconduct of Contractor or any of Contractor's agents, officers, directors, employees or subcontractors. Without limiting the foregoing, Contractor shall indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by Contractor or any of its agents, officers, directors, employees or subcontractors.
- b) Contractor shall obtain and maintain in effect through the term of this Agreement appropriate insurance coverage for its activities under this Agreement, including, but not limited to, comprehensive general liability insurance (bodily injury and property damage) and professional liability insurance. At MTC's request, Contractor will provide MTC with copies of the certificates of insurance evidencing such coverage.

11. **Ownership of Intellectual Property:**

- a) Definitions:

Custom Work Product: The term "Custom Work Product" shall mean all work items newly created by Contractor expressly on behalf of MTC under this Agreement. Custom Work Product does not include any Contractor Property.

Deliverables: The term "Deliverables" shall mean deliverables as defined in a mutually agreed Scope of Work. Deliverables may contain Custom Work Product, Contractor Property or both.

Contractor Property: The term "Contractor Property" shall mean all pre-existing material, including, but not limited to, any products, software, materials and methodologies proprietary to Contractor or provided by Contractor and any trade secrets, know-how, methodologies

and processes related to Contractor's products or services, all of which shall remain the sole and exclusive property of Contractor.

- b) **License Grant:** Subject to the terms of this Agreement, Contractor grants to MTC a royalty free, non-exclusive, non-transferable, perpetual license to use the Contractor Property contained in the Deliverables provided hereunder for purposes of this Agreement.
 - c) **Ownership:** Custom Work Product provided by Contractor pursuant to this Agreement shall be done on a "work made for hire" basis under the Copyright Act. To the extent any such Custom Work Product shall not be deemed "work for hire" under any applicable law, Contractor hereby assigns, transfers and conveys to MTC any and all right, title and interest it may have in and to such Custom Work Product.
12. **Nonsolicitation and Noninterference:** During the term of this Agreement and for a period of one year after the termination, Contractor shall not, directly or indirectly, either for itself or on behalf of or through any other Person:
- a) recruit, solicit, entice or persuade (or attempt to recruit, solicit, entice or persuade) any Person who is (or at any time during the year prior to termination of this Agreement was) an employee, consultant, contractor, vendor or supplier of MTC to leave the services of MTC for any reason;
 - b) hire (or attempt to hire) any Person who is (or at any time during the year prior to termination of this Agreement was) an employee of MTC;
 - c) interfere with (or attempt to interfere with) MTC's relations or arrangements with any Person who is (or at any time during the year prior to the termination of this Agreement was) an employee, or a consultant, Applicant, Contractor, Grantee Recipient, Respondent, customer, vendor, supplier or contractor of MTC.
13. **Assignment by Contractor; Subcontracting:** MTC may assign its rights and obligations under this Agreement to any Person who succeeds to all or any portion of MTC's business, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in, or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the prior written consent of MTC, nor shall Contractor subcontract any services to anyone without the prior written consent of MTC.
14. **Conflicts of Interest:** Contractor acknowledges the application of the Massachusetts Conflict of Interest Law (M.G.L. c.268A) to the subject matter of this Agreement and that Contractor's personnel, and Contractor's subcontractor's personnel, if any, may be considered "state employees" and thus may be subject to the provisions of such law. Contractor represents and warrants that it is, and agrees that, for the duration of the term of this Agreement, it and its subcontractors, if any, shall remain in full compliance with the Massachusetts Conflict of Interest Law. Contractor further agrees to provide MTC with the information listed in Attachment D hereto and to disclose all financial interests in the subject matter of this Agreement held by either Contractor or Contractor's other clients. Contractor and its subcontractors, if any, shall not take any action which it knows or has a reasonable basis to believe would cause any officer or employee of MTC to participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, or association in which (s)he is directly or indirectly interested or to have any interest, direct or indirect, in this Agreement or the proceeds thereof.
15. **Record Keeping, Audit, and Inspection of Records:** Contractor shall maintain books, records and other compilations of data pertaining to its activities under this Agreement to the extent and in such detail as shall properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of not less than seven (7) years or for such longer period as is specified by MTC (the "Retention Period"). The

Retention Period starts on the first day after final payment under this Agreement is made. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MTC, 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 Contractor 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 Contractor shall refund to MTC the amount determined by such audit within thirty (30) days of Contractor's receipt of such audit and demand.

16. Confidentiality; Publicity:

- a) Contractor hereby agrees to protect the physical security and restrict access to all data compiled for, used by, or otherwise in the possession of Contractor in performance of the services hereunder in accordance with Contractor's reasonable business practices and as otherwise provided in this Agreement. Contractor shall comply with all applicable laws and regulations relating to confidentiality and privacy, including, without limitation, all requirements of M.G.L. c.66A implicated by the subject matter of this Agreement.
- b) Contractor has read and agrees to comply with, and will cause its agents, officers, directors, employees and subcontractors to comply with, the provisions of this Section 16 and MTC's written policies concerning confidentiality, as set forth in Attachments C-1 and C-2 hereto and as communicated by MTC's Executive Director or General Counsel to Contractor from time to time. Contractor acknowledges that during the term of this Agreement it may receive, have access to or create Sensitive Information which is not generally known by the public, nor as a matter of course disseminated by MTC, published on MTC's website or disclosed by MTC pursuant to the requirements of any Governmental Authority. Contractor agrees, for itself and for its agents, officers, directors, employees and subcontractors, as follows:
 - i. not at any time, whether during or after the termination of this Agreement, to divulge, disclose or reveal to any Person any such Sensitive Information, whether or not such information is produced by Contractor's own efforts, except (A) as specifically required in connection with the fulfillment of Contractor's obligations hereunder, or (B) as otherwise directed by the General Counsel in connection with a disclosure request under the Public Records Act, a request for discovery, subpoena, court or administrative order or other compulsory legal process, disclosure requirement or request relating to such Sensitive Information;
 - ii. not at any time, whether during or after the termination of this Agreement, use any Sensitive Information for Contractor's direct or indirect financial or other benefit or for the benefit of any Person related to or affiliated with Contractor or with whom Contractor is now or hereafter associated, other than MTC, nor will Contractor use or attempt to use any Sensitive Information in any manner which could reasonably be expected to injure or cause loss, whether directly or indirectly, to MTC or any Applicable Third Party;
 - iii. in the event that Contractor (or any of its agents, officers, directors employees or subcontractors) is questioned about Sensitive Information by anyone who is not known by Contractor to be authorized to receive or have access to such Sensitive Information, or is asked to provide Sensitive Information to any such Person, Contractor agrees to promptly notify the General Counsel and respond to the inquiror in accordance with the General Counsel's instructions; and
 - iv. not at any time, whether during or after the termination of this Agreement, reproduce any Written Materials containing Sensitive Information except to the extent necessary to perform Contractor's obligations under this Agreement, nor

make or use (or permit its employees or agents to use) any Written Materials other than in connection with the performance of Contractors' obligations under this Agreement and for the benefit of MTC, it being understood and agreed that all Written Materials are, shall be and shall remain the sole and exclusive property of MTC, and immediately upon the termination of the Agreement for any reason, Contractor shall deliver all copies of MTC's Written Materials and all other property of MTC in its direct or indirect possession or control to MTC, at its main office. In addition Contractor shall, upon the termination of the Agreement, delete all Written Materials and Sensitive Information, held by Contractor as data stored on computers, floppy disks c/d roms or other electronic media. Notwithstanding the foregoing, Contractor may retain for its files one copy of any working papers produced by Contractor or obtained from MTC in connection with any engagement to perform legal services.

- c) Contractor shall collaborate with MTC's Communications Director to prepare any public statement or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which MTC is concerned or discussed.
- d) Contractor's obligations under Section 16(b) shall not apply to any information that Contractor can demonstrate, through written records (i) is or has become available to the public (including, without limitation, any information filed with any Governmental Authority and available to the public) other than as the result of unauthorized disclosure by Contractor or any of its agents, officers, directors, employees or subcontractors in breach hereof, (ii) was known by Contractor prior to or other than through disclosure of such information by MTC to Contractor (including disclosure to Contractor while previously serving as an employee of or consultant to MTC) and was learned or ascertained by Contractor from Persons who are not associated or connected with this Agreement and who rightfully possessed such information and were not themselves in a confidential relationship with MTC, any Applicable Third Party or Contractor with respect to such information, (iii) Contractor is compelled to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, or any other compulsory administrative or legal process, provided that Contractor provides prior written notice of such disclosure to the General Counsel, (iv) is disclosed by Contractor in connection with any judicial or other proceeding involving Contractor and MTC relating to this Agreement or (v) is disclosed with the written consent of the General Counsel.

17. **Public Records:**

- a) *General Statement.* As a public entity, MTC is subject to the Massachusetts Public Records Law (M.G.L. c.66 and 66A) and thus certain documents and other materials made or received by MTC are subject to public disclosure unless they are specifically exempted. Contractor has read and agrees to comply with, and will cause its agents, officers, directors, employees and subcontractors to comply with, MTC's written policies concerning the Public Records Law and other legal disclosure requirements, as set forth in Attachments C-1 and C-2 hereto and as communicated by MTC's Executive Director or General Counsel to Contractor from time to time. MTC's policies shall not be construed as a contractual undertaking of any kind, and Contractor specifically acknowledges that it bears the risk that any material submitted by Contractor to MTC pursuant to this Agreement may be deemed not to qualify for a public records exemption.
- b) *Treatment of Sensitive Information.* By signing this Agreement, Contractor acknowledges, understands and agrees that the procedures set forth in Attachments C-1 and C-2 are applicable to any documents submitted by Contractor to MTC and/or to Contractor by MTC, including but not limited to any acknowledgements set forth therein, and that Contractor shall be bound by these procedures.

18. **Choice of Law and Forum; Equitable Relief:** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to the conflict of laws principles thereof. All legal actions arising out of or relating to this Agreement shall be commenced and maintained in a state or federal court sitting in the Commonwealth. By execution and delivery of this Agreement, each of the parties accepts for such party, generally, exclusively and unconditionally, the jurisdiction of said courts. This Section 18 shall not be construed to limit any other legal rights of the parties. Contractor acknowledges and agrees that any breach or threatened breach of this Agreement by Contractor will result in substantial, continuing and irreparable damage to MTC. Therefore, in addition to any other remedy that may be available to MTC, MTC will be entitled to injunctive or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach by Contractor of the terms of this Agreement.
19. **Amendments and Waivers:** MTC may amend Attachment C and Attachment D (without any action by Contractor) to reflect changes in law or MTC policies and shall promptly deliver any and all such amendments to Contractor in the manner provided in Section 7. Except as provided in the immediately preceding sentence, no amendment to or modification of this Agreement (including any work order), and no waiver of any provision hereof, shall be effective unless the same shall be in writing and shall be signed by each of the parties hereto. Any waiver by MTC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this 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 remedies available to that party.
20. **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.
21. **Binding Effect; Benefit; Entire Agreement and Attachments:** This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns and shall inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the parties hereto, and no Person shall be regarded as a third party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. Furthermore, neither Contractor's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with MTC, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules and attachments thereto) are hereby incorporated into this Agreement by reference:
- a) Attachment A – Schedule of Hourly Rates
 - b) Attachment B – Form of Work Order, and all work orders entered into in accordance with the terms of this Agreement and attached hereto.
 - c) Attachment C-1 – MTC's Policy and Procedures Regarding Submission of Sensitive Information
 - d) Attachment C-2 -- MTC Policy and Procedures for Holding Parties in Possession of Sensitive Information
 - e) Attachment D – Consultant/Contractor Mandatory Disclosure Form

- 22. **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.
- 23. **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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a document under seal as of the Effective Date set forth in the first paragraph hereof.

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

[Insert Contractor's Full Legal Name]

By: _____

By: _____

Name: Mitchell Adams

Name: _____

Title: Executive Director

Title: _____

Federal Tax ID No.: _____

ATTACHMENT A

Schedule of Hourly Rates

Unless otherwise agreed and specified in a Work Order to this Agreement, the following hourly rates shall apply to any services provided under this Agreement.

<i>Category Of Services</i>	<i>Personnel To Perform in Category</i>	<i>Hourly Rates By Listed Personnel</i>	<i>Additional Pricing Incentives</i>
Other Areas As Indicated by Respondent			

ATTACHMENT B

Form of Work Order

This Work Order is subject to the terms and conditions of the Agreement for Services (as amended from time to time, the "Agreement") dated _____ between Massachusetts Technology Collaborative and _____. Capitalized terms used and not otherwise defined in this Work Order shall have the meanings ascribed to such terms in the Agreement. In the event of any conflict between this Work Order and the Agreement, the Agreement shall govern.

Pursuant to the terms and conditions of the Agreement and this Work Order, MTC and Contractor agree as follows:

1. Services: Contractor will perform the following services related to ***[Insert brief description of services/project]***, as more fully set forth in Attachment 1 hereto (the "Services").
2. Location: Contractor will provide the Services at Contractor's premises or such other premises as MTC and Contractor may deem appropriate.
3. Deliverable(s): Contractor will provide the following deliverables: ***[Insert brief description of the deliverables and any specifications they should meet]***, as more fully set forth in Attachment 1 hereto (the "Deliverables").
4. Term of Work Order: This Work Order will become effective as of _____. Unless otherwise expressly agreed by MTC in writing, Contractor shall complete the Services and provide the Deliverables described above on or before _____.
5. Payment Schedule/Milestone Schedule:
 - a) ***[Insert either:*** Contractor will be paid for the Services and Deliverables on a time and materials basis at Contractor's now-current rates as set forth in Attachment 1, plus reasonable out-of-pocket expenses related to performance of Contractor's obligations hereunder, as follows: ***-OR-*** In consideration of Contractor's delivery of the Services and Deliverables, MTC shall pay Contractor a fixed fee equal to \$_____, plus reasonable out-of-pocket expenses related to performance of Contractor's obligations hereunder, for the Services and the Deliverables.] Notwithstanding the foregoing, MTC and Contractor agree that the total fees for the services provided by Contractor shall not exceed \$_____, including expenses. The fee amounts shall be the sole and complete compensation for services performed by Contractor under this Work Order, including contingencies, direct and indirect expenses except as provided above, return and profit.
 - b) ***[Insert payment or milestone schedule, e.g.,*** Unless otherwise agreed in writing by Contractor and MTC, Contractor shall perform the services in accordance with the following schedule:]

<u>Completion Date</u>	<u>Task</u>

- c) Contractor shall invoice MTC no more frequently than monthly nor less frequently than quarterly. Payments hereunder will be made by MTC within forty-five (45) days following receipt of reasonably detailed invoices from Contractor. Contractor's invoice shall be in a format consistent with the tasks set forth in Attachment 1. Invoices shall provide reasonable documentation to provide evidence of costs incurred, including:

- i. Staff charges: for each employee, the name, title, number of hours worked and hourly rate; and
- ii. Direct charges: all direct costs shall be itemized on the invoice and supported by documentation such as vendor invoices, travel vouchers, expense receipts or other documentation as requested by MTC.

6. Project Personnel:

For Contractor:
For MTC:

7. Contractor hereby represents and warrants that, as of the date of this Work Order, all of the representations, warranties and certifications of Contractor set forth in the Agreement are true and correct and Contractor is in compliance with all of Contractor's obligations under the Agreement and each other Work Order between MTC and Contractor.

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

[Insert Contractor's Name]

By: _____

By: _____

Name: Mitchell Adams

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

ATTACHMENT C-1

**The Massachusetts Technology Collaborative
Policy And Procedures Regarding Submission Of “Sensitive Information”**

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

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

It is MTC's expectation and belief that the overwhelming percentage of documents it receives from a Submitting Party does not contain any information that would warrant an assertion by MTC of an exemption from the Public Records Act. Submitting Parties should therefore take care in determining which documents they submit to MTC, and should assume that all documents submitted to MTC are subject to public disclosure without any prior notice to the Submitting Party and without resort to any formal public records request.

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

1. At the time of the Submitting Party's initial submission of documents to MTC, the Submitting Party must provide a cover letter, addressed to MTC's General Counsel, indicating that it is submitting documents which it believes are exempt from public disclosure, including a description of the specific exemption(s) that the Submitting Party contends is/are applicable to the submitted materials, a precise description of the type and magnitude of harm that would result in the event of the documents' disclosure, and a specific start date and end date within which the claimed exemption applies. If different exemptions, harms and/or dates apply to different documents, it is the Submitting Party's responsibility to provide detailed explanations for each such document.
2. At the time of the Submitting Party's initial submission of documents to MTC, the Submitting Party must also clearly and unambiguously identify each and every such document that it contends is subject to an exemption from public disclosure as “Sensitive Information.” It is the Submitting Party's responsibility to ensure that all such documents are sufficiently identified as “Sensitive Information,” and Submitting Party's designation must be placed in a prominent location on the face of each and every document that it contends is exempt from disclosure under the Public Records Act.

Information submitted to MTC in any form other than a hard copy document will not be subject to the procedures set forth in this Attachment B. For example, information submitted by e-mail,

facsimile and/or verbally will not be subject to these procedures and may be disclosed at any time without notice to the Submitting Party.

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

The General Counsel is the sole authority within MTC for making determinations on the applicability and/or assertion of an exemption to the Public Records Act. No employee of MTC other than the General Counsel has any authority to address issues concerning the status of "Sensitive Information" or to bind MTC in any manner concerning MTC's treatment and disclosure of such documents.

Furthermore, the potential applicability of an exemption to the disclosure of documents designated by the Submitting Party as "Sensitive Information" shall not require MTC to assert such an exemption. MTC's General Counsel retains the sole discretion and authority to assert an exemption, and he may decline to exert such an exemption if, within his discretion, the public interest is served by the disclosure of any documents submitted by the Submitting Party.

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

The Submitting Party's submission of documentation to MTC shall require a signed certification that Submitting Party acknowledges, understands and agrees with the applicability of the foregoing procedures to any documents submitted to MTC by Submitting Party at any time, including but not limited to the acknowledgements set forth herein, and that Submitting Party shall be bound by these procedures.

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

ATTACHMENT C-2

MTC Policy and Procedures for Holding Parties in Possession of Sensitive Information

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

MTC's policy regarding a Holding Party's possession of Sensitive Information has two key elements:

1. Holding Parties should not request or accept any more Sensitive Information -- whether of a business or personal nature -- than is reasonably necessary under the circumstances; and
2. In the absence of a specific legal requirement compelling disclosure of Sensitive Information in a particular instance, all Holding Parties are expected to take appropriate measures to safeguard such information from improper use and disclosure.

Because the relevant legal requirements and the nature and scope of the information in question can create uncertainty, **Holding Parties are urged to confer with MTC's General Counsel if they have any questions about confidentiality, the scope or proper treatment of Sensitive Information, or MTC's policies or procedures with respect to such topics.** Holding Parties shall not substitute their own judgment for that of MTC's General Counsel in deciding whether particular information is innocuous data or Sensitive Information that should be handled with care, or the advisability or sufficiency of safeguards with respect to particular types of information. **Failure to comply with the policies and procedures relating to Sensitive Information and MTC's obligations pursuant to the Public Records Act and other legal disclosure requirements can result in immediate termination of this Agreement, and/or potential legal liability.**

It should be noted that the obligations under these policies continue even after MTC's relationship with a particular applicant, recipient or other third party ends or this Agreement terminates.

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

- **Limited Communication to MTC Personnel:** Sensitive Information should not be communicated to other MTC employees or consultants, except to the extent that they need to know the information to fulfill their MTC mission-related responsibilities and their knowledge of the information is not likely to result in misuse or a conflict of interest.
- **Limited Communication to Non-MTC Personnel:** Sensitive Information should not be communicated to anyone outside MTC, including family members, except to the extent outside parties need to know the information in order to provide necessary services to MTC, its Holding Parties or as otherwise directed by the General Counsel to comply with legal requirements necessitating disclosure, such as proper requests under the Public Records Act.

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

Questions concerning whether a given type of information or document in a Holding Party's possession is a "public record," and thus subject to disclosure under the Public Records Act, or is covered by an available exemption, should be directed to MTC's General Counsel. *No other MTC employee is authorized to make such assessments or to provide any guidance to a Holding Party concerning potential disclosure of any information provided to or in possession of a Holding Party.*

In addition, all communications seeking inspection or other disclosure of materials in a Holding Party's possession under the Public Records Act must be referred promptly to the General Counsel. Similarly, all subpoenas and other legal process documents requesting or seeking to compel disclosure of materials in a Holding Party's possession must be delivered or promptly forwarded to the General Counsel upon receipt.

ATTACHMENT D

CONSULTANT/CONTRACTOR MANDATORY DISCLOSURE FORM

Additional Income Disclosure. The following represent any contracts, grants with, or other income from the Commonwealth, including any political subdivision or public authority, in effect at the time of execution of this Agreement. Enter N/A if none. Attach additional sheets as necessary.

Disclosure of Persons with Financial Interest. The following individuals have a financial interest in the Agreement and/or more than one percent (1%) interest in the capital stock of Consultant/Contractor. Enter N/A if none. Attach additional sheets as necessary.

Conflict of Interest. Consultant/Contractor acknowledges that the individuals performing services under this Agreement may be considered "state employees" subject to the provisions of the Massachusetts Conflict of Interest Law, M.G.L. c.268A, and certifies that these individuals are familiar with the restrictions imposed thereon.

Key Personnel. Attach a resume for all key personnel to be assigned to the performance of this Agreement.

The information submitted herein is certified by Consultant/Contractor to be accurate and signed under the pains and penalty of perjury.

Name of Consultant/Contractor: _____

Signature: _____

Name: _____

Title: _____

Date: _____