**MASSACHUSETTS TECHNOLOGY COLLABORATIVE**

**Combined Operating and Capital Funds Matching Grant Agreement**

**Between Massachusetts Technology Collaborative and ICMPartnerName**

This Combined Operating and Capital Funds Matching Grant Agreement and any Attachments and Exhibits hereunder (collectively the "Agreement") is made and entered into by and between Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative (“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 located at ICMPartnerPrimaryAddressLine1, ICMPartnerPrimaryAddressLine2, ICMPartnerPrimaryAddressCity, ICMPartnerPrimaryAddressState ICMPartnerPrimaryAddressZipCode ("Grantee").

**Whereas,** Grantor and Grantee desire to enter into a grant agreement under which Grantee may 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**, 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”).

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

Sections 6, 7, 9, 12 and 16 of this Agreement shall survive termination.

**2. The Grant**

As full compensation for MassTech’s share of the capital and non-capital costs for the performance of all work and in respect of all other direct and indirect cost expenses incurred in connection therewith, Grantor shall pay Grantee as follows: up to **[WRITE OUT] Dollars** ($ ) for non-capital costs (the “Operating Grant”), and up to **[WRITE OUT] Dollars** ($ ) for capital costs (the “Capital Grant”), together up to a maximum amount of **[WRITE OUT] Dollars** **($ICMContractAmount**) (the “Grant”), for the cost elements identified in the Project Budgets (Exhibits 2 and 3) to be funded with Grantor funds, subject to the provisions and restrictions contained herein. In executing this Agreement Grantee acknowledges and agrees that its receipt of the Grant does not create any rights of preference for Grantee 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.

**3. Required Match**.

1. As a condition of the Grant, Grantee is required to provide matching funds for the Capital Grant incurred in the performance of the project (the “Required Match”).
2. **Match Ratio**. Grantee must match Grantor Capital Grant funds at a **\_\_\_\_ ratio** during the grant period, however to the extent practicable match should be expended ratably with the reimbursable costs. Grantee’s total Required Match contribution shall be a minimum of **[WRITE OUT] Dollars ($ )**.
3. **Acceptable Forms and Source of Match**. The Required Match may be either an actual expenditure or an in-kind contribution towards projects and activities that are complementary to those in the PS and that further the objectives and intended outcomes. In-kind contributions are typically in the form of labor, services, software licenses, and equipment. Actual expenditures shall be recognized in conformance with the Generally Accepted Accounting Principles. Match funds may be from the Grantee or third parties, to the extent the funds are not sourced by, or considered discretionary funds under the control of, a state agency, as defined in Mass. Gen. Laws ch. 6, § 39.
4. **Match Documentation**. At the start of the project, and each time a new capital match source is identified, Grantee shall provide a description of the match and relation to the project, which should be included either with the invoice or in the corresponding report for the invoice period. Grantee shall document the recognized Required Match on each invoice submitted to Grantor as set forth in Section 4, Invoices, Payments and Match Terms, below, which must be accompanied by the **Invoice Certification Form in Exhibit A**. Final payment is specifically contingent on Grantor’s approval of the nature, form and amount of the Required Match.

**4. Invoices, Payments, and Match Terms**

Grantee 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 Capital Grant Charges**.
   1. **Capitalized Costs**. All reimbursed costs must be considered actual capital costs and be capitalized as such on Grantee’s books. The costs incurred must be in the performance of the PS and specified on a line item of the Project Budget, as follows:
      1. Capitalized Equipment, Land and Buildings: capital assets purchased in accordance with the Project Budget
      2. Capitalized Labor: services performed by Grantee’s employees that are deemed to be capitalizable under the terms of the PS, at the actual Annual Base Salary and Percent Effort for each employee or the percent effort set forth in the Project Budget for the position, whichever is less.
      3. Capital Fringe: benefits related to direct labor costs, can either be incurred as a direct expense or an allocated cost with an approved rate, but must be deemed capitalizable. Documentation of Grantee approved rates should be submitted at the time of proposal
      4. Capitalized Subcontractors/Consultants: capital services provided by Grantee’s subcontractors/consultants at the actual cost paid for project services which shall not exceed the amount set forth in the Project Budget
      5. Capitalized Materials: the cost of capitalized materials purchased which shall not exceed the amounts set forth in the Project Budget
      6. Other Capitalized Costs: the cost of capital items purchased, or capital costs incurred which shall not exceed the amounts set forth in the Project Budget
2. **Capitalized Indirect Costs**. Grantee shall be reimbursed for such capitalized indirect costs (e.g., General and Administrative Overhead) at their government-approved rate. Grantee shall include evidence of their approved indirect cost rate with its first invoice, if not previously provided. If the Grantee’s indirect cost rate changes in any future years, Grantee will provide evidence of the approval of such change with the next applicable invoice.
3. **Allowable Operations Grant Charges**
   1. **Direct Costs**. Grantee shall be reimbursed for direct costs incurred in the performance of the activities and as specified on a line item of the Project Budget, as follows:
      1. Direct Labor: activities performed by Grantee’s employees under the terms of the PS at the actual labor rate per hour for each employee or the rate set forth in the Project Budget for the employee, whichever is less
      2. Subcontractors/Consultants: activities performed by Grantee’s subcontractors/consultants at the actual cost paid for project activities which shall not exceed the amount set forth in the Project Budget
      3. Direct Materials: the actual cost of direct materials purchased which shall not exceed the amounts set forth in the Project Budget
      4. Other Direct Costs: the actual cost of other direct materials purchased, or costs incurred which shall not exceed the amounts set forth in the Project Budget. (e.g., postage, telephone, publications, graphics, etc.)
      5. Travel: the reasonable and necessary actual costs incurred for travel, lodging, meals and incidental expenses, as set forth in the Budget. Any and all claims for meal expenses shall be supported by detailed, itemized receipts. Grantor will not reimburse for any alcoholic beverages. Reimbursement for the use of personal vehicles shall be limited to the Internal Revenue Service business standard mileage rate in effect at the time of travel.
   2. **Indirect Costs**. Grantee shall be reimbursed for such indirect costs (e.g., General and Administrative Overhead) at their government-approved rate or at the Grantee’s actual indirect cost rate calculated in accordance with the Grantee’s applicable regulation, which shall not exceed the rate set forth in the Project Budget.
4. **Budget Adjustments**. The parties acknowledge that the costs listed in the Project 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.
5. **Invoices**
   1. Invoices must be addressed to all Grantor and Grantee personnel identified in the PS. **Invoices must submitted electronically to InnovationInstituteinvoices@Grantor.org.** [Remove if not Innovation]
   2. Grantee must submit **separate invoices** for the capital and operating portions of the Grant for payment, which must be accompanied by **Exhibit 2 (Capital Grant Budget & Invoice Spreadsheet)** and **Exhibit 3 (Operating Grant Budget & Invoice Spreadsheet**) and must include an explanation for any variances to the Project Budget on the supporting schedule. The invoice must include any Deliverables that are due at the time of submission. The invoice must also include the **Invoice Certification form, Attachment A**, signed by an authorized representative of Grantee, as well as supporting documentation for reimbursable costs, matching costs and Deliverables that are due at the time of submission. Any invoice submitted without all of the required documentation will be found to be incomplete and will not be processed for payment.
   3. Grantee shall invoice Grantor no more frequently than monthly nor less frequently than quarterly. Invoice documentation must be in accordance with the project requirements set forth in the PS. Invoices shall provide reasonable documentation including system-generated detailed transaction based activity reports showing income and expenses to provide evidence of costs incurred for both the costs for which reimbursement is being requested and any Required Match that is being submitted for the invoice period.
   4. Additional supporting documentation to support costs may be requested by Grantor from time to time:
      1. **Additional Capital Expense Documentation**
6. Equipment, Land, Buildings: copies of invoices for the purchase of construction of capital assets
7. 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
8. Capital Subcontractors/Consultants: copies of invoices for such subcontractors/consultants which have been reviewed and approved by Grantee prior to submission to Grantor
9. 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
10. 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
11. Matching Funds: all matching funds expensed during the invoice period must be supported and documented in a format similar to that listed above and as deemed acceptable to Grantor and to the extent not previously explained, a description of the match source, nature of the match, and relation to the project. For third party cash contributions not yet expended, Grantee must provide a contribution letter and documentation of receipt of funds. The contribution letter must indicate the intended purpose of the funds. Documentation of the income may be achieved with either a copy of the check or a system-generated report showing the income of cash received. Expenditure of the cash contribution, will be required as part of subsequent invoice documentation up to the cash amounts approved.
12. **Additional Operations Expense Documentation**
    1. Direct Labor: for each employee, the name, title, and number of hours worked or, if supported by an appropriate allocation methodology, the percentage of effort expended
    2. Subcontractors/Consultants: copies of invoices for such subcontractors/consultants which have been reviewed and approved by Grantee prior to submission to Grantor
    3. Direct Costs/Travel: all direct costs and travel expenses shall be itemized on the invoice and supported by documentation such as vendor invoices, travel vouchers, expense receipts or other documentation as required by Grantor.
13. **In Lieu of**: 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 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.
14. **Payment Terms**. Grantor shall pay the 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. Payment is contingent upon performance of the work, and submission of Deliverables as specified in the PS.
15. **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. **Clawback**: 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.

**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. Grantee represents and warrants that all personnel performing Grant Activities 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 harmless from and against any and all third party claims, liabilities, damages, and expenses, including reasonable attorneys’ fees and expenses, resulting from (a) any breach by Grantee of this Agreement or (b) execution by Grantee of the Grant Activities. Grantee will have no obligation to indemnify Grantor to the extent the liability is solely caused by Grantor’s gross negligence or willful misconduct.

**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.

**9.** **Damages Cap and Disclaimer**

Excluding claims for intellectual property infringement, each party’s liability shall be limited to the amount of the Grant under this Agreement. Neither party shall be liable to the other for any indirect, special or consequential damages, or for lost profits or loss of opportunity.

**10. 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.

**11. 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), workers’ compensation, and liability insurance. At Grantor’s request, Grantee will provide Grantor with copies of the certificates of insurance evidencing such coverage.

**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. Publicity**

Any use of Grantor’s name or logo by Grantee, 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 shall get written consent from Grantor prior issuing press releases, announcing events, or posting any signs or media directly related to this specific grant. Grantee shall not represent that positions taken or advanced by it represent the opinion or position of Grantor in any media produced.

**14. 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 the other 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 Grantee wishes to have the other treat certain information or documentation as confidential, the former 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.

**15. Lobbying**

No portion of 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.

**16. 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. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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 – Project Scope**
* **Exhibit 2 – Capital Grant Budget and Invoice Template**
* **Exhibit 3 – Operating Grant Budget and Invoice Template**
* **Attachment A – Invoice Certification Form**

**Massachusetts Technology Park Corporation ICMPartnerName**

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

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

**Name:**  **Name:**

**Title:**  **Title:**

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

**Exhibit 1**

**Project Scope**

Pursuant to the terms and conditions of the Agreement and this PS, 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: ICMProjectAdministrator ( @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**

**Overview**

**Tasks**

Grantee shall use the Operating Grant to:

Grantee shall use the Capital Grant to:

* purchase the equipment as specified in the Capital Grant Budget set forth below

**Deliverables** [modify as needed]

1. **Semi‐Annual Reports**

These reports are to update progress on all key tasks involved in the development of each activity and otherwise identified within the Project Plan. Each report shall include the current status of the project, detail on any variation of the tasks completed, lessons learned, explanations of any new match sources, and a summary of Required Match recognized to date and status of remaining Required Match, and, with regards to agreed-upon goals, any relevant information and the progress made against these goals. The reports will also include information about any foreseeable changes to the Project Plan. Any non‐confidential documentation: (e.g. agendas, attendees, minutes, and communication documents) from advisory or working groups (including, but not limited to, those of any governance/advisory boards) supporting or participating in the project will also be submitted with each report

**Due:**

1. **Quarterly Metrics Reports**

These reports will include updates on a set of metrics to be agreed upon by Grantor and Grantee.

**Due:**

1. **Final Report**

To be submitted with the final invoice. The Final Report will include an overview of all tasks completed, including detail on any variation of the projects completed, lessons learned, expected outcomes, current status, Required Match final summary including source (and any match amounts in excess of the Required Match), amounts and project benefits, and brief overview of achievements as well as any subsequent plans for future activity relating to this Project.

**Due:**

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

**4. Project Budgets**

**Capital Grant Budget**

**Operating Grant Budget**

**Exhibit 2**

**Capital Grant Budget & Invoice Spreadsheet**

**See Excel Spreadsheet**

**Exhibit 3**

**Operating Grant Budget and Invoice Spreadsheet**

**See Excel Spreadsheet**

**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, and
* Not sourced by, or considered discretionary funds under the control of, a state agency as defined in Mass. Gen. Laws ch. 6, § 39. Cash received for match expenditures must be in direct support of the project.

To the best of my knowledge, the remaining match amount required to meet the specified Required Match in the Grant Agreement is still expected to be received as planned.

**Certified by: ICMPartnerName**

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Name and Title of Authorized Signing Authority

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

Signature of Authorized Signing Authority

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

Date

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

Contact email and phone number