



**Massachusetts Technical Trades Work and Learning Program:
General Terms and Conditions for Host Employers
2023-24 Session**

September 1, 2023 – August 30, 2024

The following Massachusetts Technical Trades Work and Learning Program (the “Program”) General Terms and Conditions are issued by the Massachusetts Clean Energy Technology Center (“MassCEC”), an independent public instrumentality of the Commonwealth of Massachusetts. Any changes or electronic alterations to the official version of this form shall be void. The Host Employer agrees to be bound by these Program General Terms and Conditions for Host Employers by submission of an application to MassCEC for the duration of each applicable internship. These General Terms and Conditions shall become effective as of the date indicated on an Award Letter from MassCEC. **Accepting the following General Terms and Conditions as part of the Host Employer’s Participating Host Employer Application does not entitle the Host Employer to an award for funding by MassCEC.**

1. Definitions

“Agreement” means these Program General Terms and Conditions entered into hereunder and all other referenced attachments hereto and thereto, as the same may be amended from time to time in accordance with these Program General Terms and Conditions.

“Award Letter” means the award letter delivered to the Host Employer by MassCEC notifying the Host Employer that they are eligible for reimbursement for their selected intern(s).

“Commonwealth” means the Commonwealth of Massachusetts (and its political subdivisions or agents where the context so requires).

“Covered Persons” has the meaning set forth in Section 8 hereof.

“Damages” has the meaning set forth in section 8 hereof.

“Host Employer” means the applicant employer that has submitted an application for funding from MassCEC for an intern(s) through the Program and has been awarded such funding by MassCEC. This entity will be deemed the Intern’s employer for all purposes.

“Intern” means the candidate selected by the Host Employer to participate in an Internship at the Host Employer through the Program.

“Internship” means the employment opportunity offered to the Intern by the Host Employer through the Program.

“Meaningful Internship” means an internship that gives the intern the opportunity to contribute to the company in significant measurable ways. The Host Employer must also provide mentorship and professional development opportunities to the intern.

“Measurement Period” means, with respect to an Intern, up to thirty-two (32) weeks of work, commencing on the earliest start date and ending on the latest end date of the last placed Intern’s Internship at the Host Employer. A week of work being defined as any amount of time worked during that week.

“Parties” means MassCEC and Host Employer, collectively.

“Program” means the Massachusetts Clean Energy Technical Trades Work and Learning Program.

“Public Records Act” means the Massachusetts Public Records Act, M.G.L. Chapter 66, and any successor thereto.

“Reimbursement” has the meaning set forth in Section 3(a) hereof.

“Reimbursement Certification” has the meaning set forth in Section 3(c) hereof.

“Related Parties” means Host Employers having common ownership and/or management personnel (including but not limited to the Chief Executive Officer, Chief Financial Officer, or Chief Operating Officer). Related Party Host Employers are also considered to be related if at any time one Host Employer has the ability to Control the other Host Employer or exercise influence over the other Host Employer in making financial and/or operating decisions. For the purposes of this agreement, “Control” is defined as ownership, directly or indirectly, of more than one half of the voting power of an organization, or control of the composition of the board of directors, or other governing body of an organization, or a substantial interest in voting power and the power to direct the financial and/or operating policies of the organization.

“Related Party Cap” has the meaning set forth in Section 4 hereof.

“Retention Period” has the meaning set forth in Section 12 hereof.

“Term” has the meaning set forth in Section 6 hereof.

“W-9” has the meaning set forth in Section 10 hereof.

2. Employment and Location:

- a) This Agreement does not establish the relationship of a partnership, employment relationship, joint venture, or principal and agent relationship among MassCEC and the Host Employer. Neither of the Parties shall have any authority to commit or bind the other party to any obligations (contractual or otherwise) or take any other actions on behalf of the other party.

b) At no time during the Term of this Agreement, shall any Intern be deemed or otherwise considered to be an employee, intern, contractor, subcontractor or agent of MassCEC for any purpose. Interns are not entitled to tax withholding or any insurance or other benefits provided by MassCEC to its employees. The terms and conditions of the Internship shall be set by Intern and the Host Employer and MassCEC shall have no responsibility, liability or oversight authority whatsoever with respect to Intern or the Internship. The Host Employer and its agents, employees and Interns may not hold themselves out as MassCEC employees and shall not be deemed an employee of MassCEC for any purposes, including all federal, state, and local laws pertaining to income taxes, withholding taxes, Social Security, unemployment compensation, Workers' Compensation or any other rights, benefits, or obligations relating to employment.

c) Any employed Intern shall be treated as an employee of the Host Employer, not contractors or subcontractors, for compensation purposes and all applicable employment taxes shall be paid by the Host Employer. Non-compliance with this provision will void MassCEC's reimbursement obligation.

d) The Host Employer is not permitted to request or require any Intern funded through the Program to sign a non-compete agreement with a Host Employer. Execution of a non-compete agreement by a Host Employer with any Intern hired through the Program will void MassCEC's reimbursement obligation.

3. Reimbursement:

a) Funding will be awarded to the Host Employer by MassCEC in an Award Letter upon receipt of a signed offer letter from the Host Employer and MassCEC approval of Host Employer's Intern selection. The Host Employer must demonstrate to MassCEC that the selected Intern complies with all eligibility requirements under the Program and shall provide MassCEC with an offer letter signed by both Intern (accepting the internship) and the Host Employer (offering the internship) prior to the Internship start date.

b) During the Internship, a Host Employer shall pay each Intern in accordance with the amount of work performed during the Measurement Period. Subject to the limitations set forth below, MassCEC shall reimburse the Host Employer on the basis of hours worked (the "Reimbursement"); provided, however, that in no event shall MassCEC be required to reimburse Host Employer for any amounts in excess of eight thousand four hundred sixty dollars (\$8,460) in the Measurement Period for each Intern, for thirty-two (32) weeks of work during the approved session. The Host Employer is prohibited from paying each Intern less than fifteen dollars (\$15) per hour through the Program. Failure to pay each Intern at least this stated amount will void MassCEC's reimbursement obligation.

The Host Employer agrees that the sole responsibility to properly compensate, deduct and report taxes on, provide workers' compensation and other coverage to the Interns, and

otherwise comply with applicable law regarding the employer/employee relationship lies solely with the Host Employer. Host Employer agrees that it will seek independent advice and counsel on its obligations if needed.

c) Host Employer shall provide MassCEC with the “Reimbursement Package”, which contains the following documents for each Intern identified in the Award Letter:

- Financial summary report (template provided by MassCEC)

Note that MassCEC reserves the right to request additional backup documentation to ensure compliance. Additional documentation may include proof of payment of the stipend to Intern in the form of paycheck stubs and/or a payroll summary showing gross wages and evidence of applicable taxes paid.

Host Employers also must complete the mandatory survey included in the reimbursement instructions.

Promptly upon MassCEC’s receipt of such Reimbursement Certification, and in no event longer than forty-five (45) business days, MassCEC shall reimburse the Host Employer for the amount applicable to such period. MassCEC reserves the right to deny the Reimbursement for a Host Employer’s session if a complete reimbursement package is not received by the session’s reimbursement package submission deadline.

d) Other than the Reimbursement, this award does not deem a Host Employer eligible or entitled to any other benefit, award, or compensation from MassCEC by virtue of this Agreement. Likewise, Interns are not entitled to tax withholding or any insurance or other benefits provided by MassCEC to its employees.

e) An Intern will be subsidized for thirty-two (32) weeks in one academic year at any one Host Employer during the approved session. An Intern may stay on after those thirty-two (32) weeks but will not continue to be subsidized by MassCEC. Interns may not work at the same company through the Program in subsequent sessions.

4. Eligibility: Students are required to meet the following eligibility requirements:

a) Must be actively attending or graduated within the past 12 months:

1. A vocational or technical high school located in Massachusetts; or
2. An After Dark program offered through a Massachusetts-based vocational or technical high school; or
3. A Career Technical Initiative (CTI) program offered through a Massachusetts-based vocational or technical high school; or

4. A training/ career pathway program approved for participation in this program by MassCEC.

b) Vocational High School students must meet the following:

1. Be a rising senior and in good standing; and
2. Be approved to participate in a co-op by their school's administration.
3. Students participating in an After Dark program are eligible to participate, but should utilize a co-op coordinator or other career services support staff to apply to this program. If the student does not have access to this, please contact MassCEC at internships@masscec.com
4. If a student has graduated, is over 18, and no longer has access to their co-op coordinator, they may register themselves in the portal. If they are under 18, they should contact internships@masscec.com to discuss a parent/guardian approval.
5. If a student needs to withdraw for any reason and an employer is seeking a replacement, any replacement intern must be approved by MassCEC (see **Question #16**).

c) Certain individuals are not eligible to participate in the program:

1. Students who are not in good standing or with their school or program.
 2. Current full or part-time employees of the potential host employer at the time of the eligibility check.
 3. Any full-time employee or existing intern that has been on payroll for greater than twelve (12) weeks at a Host Employer. Please see **Question #9** for exceptions to this provision.
 4. Family members of employers or owners of the Host Employer.
5. Related Parties: Related Parties are allowed a maximum of three (3) subsidized Interns between them (the "Related Party Cap"). MassCEC may partially award or reject an application submitted by any Related Party based on the Related Party Cap.
 6. Direction of Duties: Each Intern shall at all times be subject to the ultimate direction of the Host Employer, and shall perform any and all duties with respect to the Internship at such times, in such manner and at such location as may be required by the Host Employer.

7. Term: This Agreement shall commence on the date indicated on the Award Letter from MassCEC and shall expire on the date on which MassCEC reimburses the Host Employer in full for all portions of any stipend that are due and payable and not in dispute, or such earlier date if this Agreement is terminated pursuant to Section 7 (the "Term").
8. Termination: This Agreement may be terminated by MassCEC immediately upon delivery of written notice of termination to the Host Employer for any breach of this Agreement or in the event any Intern identified in the Award Letter does not substantially perform the duties of the Internship, as defined by the Host Employer in the application.
9. Indemnification: To the fullest extent permitted by law, Host Employer shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors and employees (together with the Commonwealth, MassCEC 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 arising from or related to this Agreement or the Internship (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) Host Employer's breach of any of the terms of this Agreement or any false representation by the Host Employer, its officers, directors, employees, agents, subcontractors, or assigns, or (ii) any negligent acts or omissions or reckless or intentional misconduct of Host Employer or any of the Host Employer's, officers, directors, employees, agents, subcontractors, or assigns. Without limiting the foregoing, the Host Employer 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 Host Employer or any of its agents, officers, directors, employees or subcontractors.
10. Insurance: Host Employer shall obtain and maintain in effect through the term of this Agreement appropriate insurance coverage for any activities arising under this Agreement.
11. Tax Forms: MassCEC will record payments to Host Employer on, and provide to the Host Employer, an Internal Revenue Service Form 1099, and MassCEC will not withhold any state or federal employment taxes on the Host Employer's behalf. Host Employer shall be responsible for paying all such taxes in a timely manner and as prescribed by law. Host Employer shall provide MassCEC with a properly completed United States Internal Revenue Service Tax Form W-9 (the "W-9"). Failure to provide the W-9 shall be grounds for withholding payment until such W-9 is received. W-9s must be emailed to the email address finance@masscec.com. For all tax-exempt entities, a tax-exemption certificate or IRS tax-exemption determination letter must be emailed to finance@masscec.com. **NOTE: If Host Employer's address or company name changes, Host Employer must: 1) Send a notification letter of address change or name change to internships@masscec.com; AND 2) Send an updated W-9 to finance@masscec.com. Failure to properly notify MassCEC of an address change in the aforementioned manner may result in a delay in payment of Reimbursement or inability to provide a Reimbursement payment.**

12. Legal Compliance: Host Employer agrees to comply with all applicable federal, state, and local statutes, rules and regulations affecting any term, condition or benefit of employment, including, but not limited to, laws regarding payment, laws prohibiting discrimination, harassment, and retaliation, child labor, and laws entitling Host Employer's employees to benefits such as earned sick time and medical and parental leaves of absence.
13. Audit: MassCEC will have the right to audit Host Employer's or its other agents' records to confirm the use of the Reimbursement proceeds at any time from the Effective Date of the applicable Award Letter through the end of the Retention Period, as defined herein. If such audit reveals that any portion of the Reimbursement was utilized for purposes not permitted under this Agreement and the applicable Award Letter, then Host Employer shall refund to MassCEC the amount determined by such audit within thirty (30) days of Host Employer's receipt of such audit and demand. Host Employer shall maintain books, records, and other compilations of data pertaining to the Reimbursement made to the extent and in such detail as shall properly substantiate use of such payments. All such records shall be kept for a period of seven (7) years, starting on the first day after Reimbursement payment (the "Retention Period"). 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 audit or other action and resolution of all issues resulting there from, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of the Host Employer which pertain to the provisions and requirements of this Agreement. Such access may include on-site audits, review and copying of records.
14. Conflict of Interest: Host Employer acknowledges that all MassCEC employees are subject to the Massachusetts Conflict of Interest statute, M.G.L. c. 268A.
15. Lobbying: No Reimbursement 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. Public Records and CTHRU: As a public entity, MassCEC is subject to Massachusetts' Public Records Law, codified at Chapter 66 of the Massachusetts General Laws. Thus, any documentary material, data, or other information received by MassCEC from a Host Employer is a public record subject to disclosure. By checking the box below, Host Employer acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data or other information is exempt from or subject to public disclosure. Host Employer agrees and acknowledges that it shall not send MassCEC any confidential or sensitive information relating to participation in this Program.

Further, Host Employer agrees and acknowledges that MassCEC has the right to disclose the name of the Host Employer, the amount of the Reimbursement and any other information it may deem reasonably necessary on CTHRU, the Commonwealth of Massachusetts' online database of state spending, or any other similar state spending website.