



**Massachusetts Clean Energy Internship Program**  
**Participating Company Application Form**  
**2013 Fall Session**

The Massachusetts Clean Energy Internship Program (the “Program”) is a workforce development initiative offered through the Massachusetts Clean Energy Center (“MassCEC”), in collaboration with the New England Clean Energy Council (“NECEC”), focused on enhancing the talent pipeline for Massachusetts companies engaged in the clean energy industry. The Program, now in its third year, facilitates the placement of students and recent graduates who are seeking career opportunities in clean energy through paid internships across the state. Consistent with MassCEC and NECEC’s role as a catalyst in growing the talent needed by the clean energy industry, the Program is designed to provide students and companies with the tools to connect, and MassCEC will reimburse eligible companies for intern stipends of up to \$12 per hour with a maximum reimbursement of \$2,400.00 for up to ten weeks.

If you would like to be a participating clean energy company, please complete and sign the following application form and submit to [anatella@masscec.com](mailto:anatella@masscec.com). This form must be completed entirely in order to be processed. Please put “Internship Program Application – Participating Company” in the subject line. **Company applications will be accepted on a rolling basis starting August 15, 2013.** In addition, please note that by signing below, you agree to the **Internship General Terms and Conditions** attached to this Application Form as **Attachment A**.

**Please note: Completing this application does not entitle you or your organization to funding from the Massachusetts Clean Energy Internship Program. By submitting this Participating Company Application Form, you are requesting to access to the internship database company only. MassCEC will notify you via email whether you have been approved as a participating company. In order to receive funding for an intern(s), you must select an intern(s) through the program and then submit a separate approval form for funding. If your application is approved, you will receive a written award letter from MassCEC. Please review the program “Company - Frequently Asked Questions” for more information. If you have any further questions, contact Arthur Natella at the email address provided above.**

**Please complete all sections below.**

**APPLICANT INFORMATION**

Company Name (as it appears on your W-9)			
Contact Name and Title		Number of employees in Massachusetts	
Contact Email		Contact Phone	
Primary Company Address: Street			



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City		State		Zip Code	
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**APPLICANT CLEAN ENERGY SECTOR (Please check only one)**

- Biofuel    Biomass    Carbon Trading    Conservation    Carbon Trading  
 Conservation    Demand Response    Energy Efficiency    Fuel Cell  
 Geothermal    Green Building    Hydro    Services & Support    Smart Grid    Solar  
 Wind

**Is your company registered to do business in the Commonwealth of Massachusetts?**

- YES    NO

If YES, please send a signed W-9 form to [finance@masscec.com](mailto:finance@masscec.com) after you submit your application to complete your submission.

**Please describe the nature of the Applicant's business or organization:**

**Please provide a description of the Internship(s):**

**Please indicate whether your company is financially able to compensate an intern(s) (and any other associated costs of employment) through the Program and describe the payroll system utilized:**

The undersigned hereby certifies and acknowledges that the information provided in the above application is true and correct and hereby agrees and accepts the following Internship General Terms and Conditions attached as Attachment A hereto.



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Authorized Signatory: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT A**  
**Massachusetts Clean Energy Internship Program:**  
**Internship General Terms and Conditions**  
**2013 Fall Session**

The following Internship 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 Internship Company agrees to be bound by these Internship General Terms and Conditions upon execution and submission to MassCEC for the duration of each applicable Internship. These Internship General Terms and Conditions shall become effective as of the date indicated on an Award Letter from MassCEC. **Accepting the following Internship General Terms and Conditions as part of the Internship Company’s Participating Company Application Form does not entitle the Internship Company to an award for funding by MassCEC.**

1. Certain Definitions

“Agreement” means these Internship 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 the terms of these Internship General Terms and Conditions.

“Funding Approval Form” means the application requesting funding from MassCEC for the Internship Company’s selected intern(s) through the Program.

“Award Letter” means the award letter delivered to Internship Company by MassCEC notifying the Internship Company that Internship Company’s Funding Approval Form has been approved and the Internship Company is eligible for reimbursement for the selected intern(s).

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

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

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

“Internship Company” means the applicant company that has submitted an application for funding from MassCEC for an intern(s) through the Massachusetts Clean Energy Internship Program and has been awarded such funding by the MassCEC.

“Measurement Period” means, with respect to the Intern(s), the period commencing on (i) the earliest start date of any Intern and ending on (ii) the latest end date of the last Intern’s Internship. In the case of multiple interns, this means that the Measurement Period ends on the day that the last Intern completes his/her Internship

“Program” the 2013 Fall Session of the Massachusetts Clean Energy Internship Program.



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

2. Employment Status and Location:

a) 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. The terms and conditions of the Internship shall be set by Intern and the Internship Company and MassCEC shall have no responsibility, liability or oversight authority whatsoever with respect to Intern or the Internship.

b) Any employed Intern(s) shall be treated as employees of Internship Company, not contractors or subcontractors, for compensation purposes and all applicable employment taxes shall be paid by the Internship Company.

3. Stipend Reimbursement:

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

b) Upon completion of the Internship, Internship Company shall provide a stipend to each Intern (the “Stipend”). Subject to the limitations set forth below, MassCEC shall reimburse the Internship Company on the basis of hours worked for each such Stipend (the “Reimbursement”); provided, however, that in no event shall MassCEC be required to reimburse Internship Company for any amounts in excess of two thousand four hundred dollars (\$2,400.00) in the aggregate for each Intern nor for any amounts in excess of twelve dollars (\$12.00) per hour for twenty (20) hours per week. Such Reimbursement may include the cost of any payroll tax provided on behalf of the Intern by the Internship Company.

c) With respect to the one or more Interns identified in the Award Letter and upon completion of the Measurement Period (as defined in the Award Letter), the Internship Company shall provide MassCEC with a signed certification that such Intern has performed the required duties of the Internship for such Measurement Period, fill out the company cover letter, financial summary report and final program report, timesheets signed by such Intern and Internship Company and proof of payment of the Stipend to Intern (together, the “Reimbursement Certification”). Promptly upon MassCEC’s receipt of such Reimbursement Certification, and in no event longer than thirty (30) business days, MassCEC shall reimburse the Internship Company for such portion of the Stipend applicable to such period.

d) Other than the Reimbursement, the Internship Company shall not be eligible or entitled to any other benefit, award, or compensation from MassCEC by virtue of this Agreement.



The Internship Company is prohibited from paying each intern less than ten dollars (\$10.00) per hour. Failure to pay each intern at least ten dollars per hour may result in the inability for MassCEC to reimburse the Internship Company.

4. Direction of Duties: Each Intern shall at all times be subject to the ultimate direction of the Internship Company, 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 Internship Company.
5. 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 Internship Company 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 6 below.
6. Termination: This Agreement may be terminated by MassCEC immediately upon delivery of written notice of termination to the Internship Company 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 Internship Company in the application. MassCEC agrees to reimburse the Internship Company for any hours actually worked by Intern in the performance of the duties of the Internship prior to termination of this Agreement.
7. Indemnification: To the fullest extent permitted by law, Internship Company 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) Internship Company's breach of any of the terms of this Agreement or any false representation by the Internship Company, or (ii) any negligent acts or omissions or reckless or intentional misconduct of Internship Company or any of the Internship Company's agents, officers, directors, employees or subcontractors. Without limiting the foregoing, Internship Company 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 Internship Company or any of its agents, officers, directors, employees or subcontractors.
8. Insurance: Internship Company shall obtain and maintain in effect through the term of this Agreement appropriate insurance coverage for any activities arising under this Agreement.
9. Tax Forms: MassCEC will record payments to Internship Company on, and provide to the Internship Company, an Internal Revenue Service Form 1099, and MassCEC will not withhold any state or federal employment taxes on the Internship Company's behalf. Internship Company shall be responsible for paying all such taxes in a timely manner and as prescribed by law. Internship Company 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 should be emailed to the secure email address [finance@masscec.com](mailto:finance@masscec.com).

10. Nondiscrimination: Internship Company agrees to comply with all applicable Federal and State statutes, rules and regulations, including, but not limited to, promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, or for exercising any rights afforded by law.

11. Audit: MassCEC will have the right to audit Internship Company’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 Internship Company shall refund to MassCEC the amount determined by such audit within thirty (30) days of Internship Company’s receipt of such audit and demand. Internship Company 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 Internship Company which pertain to the provisions and requirements of this Agreement. Such access may include on-site audits, review and copying of records.

12. Conflict of Interest: Internship Company acknowledges that all MassCEC employees are subject to the Massachusetts Conflict of Interest statute, located at Massachusetts General Laws Chapter 268A.

13. 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.

