



MAINE ENTREPRENEURIAL RESOURCE CORPS (MERC) GRANT RECIPIENT AGREEMENT

1. Grant Agreement

This Grant Agreement (“Agreement”) is made between the Maine Technology Institute (“MTI”), a Maine non-profit corporation located at 8 Venture Avenue, Brunswick Landing, Brunswick, Maine 04011, and [_____], a [_____] organized under the laws of Maine or [_____] with an address of [_____] (“Grantee”) (collectively the “Parties”).

2. Maine Entrepreneurial Resource Corps (MERC) Program

Grantee has submitted an application (“Application”) to MTI to participate in the MERC Program, a matching funds grant program designed to provide Maine start-up companies with access to well-qualified consultants needed to address a start-up company’s critical short-term skill deficiencies. MERC is designed to provide a roster of qualified consultants in key consulting fields, with matching MTI funds to facilitate start-up company access to those consultants. The MERC program eligibility and funding criteria are described at [Maine Entrepreneurial Resource Corps \(MERC\) - Maine Technology Institute](#), as amended from time to time.

3. MTI Responsibilities

3.1. Relying upon Grantee’s representations in its Application and compliance with all terms and conditions of this Agreement, MTI will provide a grant award of up to \$_____ to the Grantee to provide funds on a 1:1 matching basis with Grantee funding to pay for consulting services described in Grantee’s Application.



- 3.2. MTI shall not be obliged to make the Grant Award payment if the consulting services are not completed within the Agreement Term described below unless MTI agrees to an extension, in MTI's sole discretion.
- 3.3. MTI will compile a roster of qualified consultants for participation in the MERC program, selected by MTI, in its sole discretion, relying upon the eligibility criteria published at [Consultants - Maine Technology Institute](#), as amended from time to time. The type of consulting services to be supported by the MERC program and MTI matching funds will be determined by MTI in its sole discretion.
- 3.4. MTI is not a guarantor of, or otherwise responsible in any manner for, the consultant's performance of the consulting services described in the Application.
- 3.5. MTI will maintain a roster of Grantees and qualified consultants in the MERC program. This roster is a public document, including the public project description filed by the Grantee in its application for MERC program participation. MTI will treat any other information designated as confidential by Grantee in the Application or related correspondence as confidential information so long as it meets the criteria of 5 MRS section 15302-A. The Grantee's rankings and references provided for the MERC consultant shall be public documents, except that MTI reserves the right to withdraw rankings and references that MTI determines to be inaccurate or outdated.
- 3.6. MTI will provide a roster of qualified consultants, as well as rankings and recommendations provided by prior MERC Program Grantees, to Grantee, with the understanding that MTI may, in its sole discretion, omit references and rankings it determines to be inaccurate, or outdated. MTI may, at its sole discretion, share only selected names of participating consultants with MTI client companies, using rankings provided by MERC program Grantees.
- 3.7. MTI shall not provide any recommendation or endorsement of any MERC Program consultant, and will rely exclusively upon the Grantee to make the consultant selection.
- 3.8. MTI shall not be a party to the Grantee-MERC Program consultant agreement described below.

4. Grantee Responsibilities

Grantee acknowledges and agrees that:

- 4.1. Grantee's enrollment in the MERC program is entirely voluntary.
- 4.2. Grantee is solely responsible for the selection of a consultant from the MTI MERC Program, and for the determination that the consultant's qualifications, experience, and availability to perform the Application Scope of Work are appropriate

for Grantee's purposes. Grantee is free to retain any other consultant at its discretion without MTI MERC Program funds.

4.3. Grantee has selected its preferred consultant from the roster of qualified MERC consultants, after review of consultant qualifications and interviews.

4.4. Grantee and the selected consultant developed a mutually acceptable draft scope of work, including services, deliverables, and payment terms, which has been accepted by MTI as qualified for MERC program funding, and is included as a part of Grantee's Application attached hereto and incorporated by references as Appendix 1.

4.5. Grantee must enter into a direct agreement with its selected consultant, describing (i) the nature, scope, and cost of services, including the Application statement of work, to be provided by the consultant; and (ii) defining the confidential nature of Grantee's information exchanged under that consultant agreement.

4.6. MTI suggestions or comments on the contract scope of services are purely advisory, and Grantee remains exclusively responsible for the content of the scope of services and related contract provisions.

4.7. MTI is not a party to the Grantee-consultant agreement, and MTI is not responsible for the terms of that agreement or the consultant's performance of services.

4.8. Grantee is responsible for payment of 50% of the amounts payable to consultant under the contract.

4.9. MTI's contribution of matching funds to defray the consulting services agreement amount payable will be limited to the approved grant amount in this Agreement, representing 50% of the original approved consultant contract. MTI will not contribute to any increased payment due under the consultant agreement unless approved in writing by MTI prior to the completion of the project.

4.10. If Grantee and consultant reduce the consulting agreement payment amount, or if the scope of consulting services are reduced, MTI's matching grant shall be proportionately reduced. Grantee is obligated to notify MTI of any such reduction or change in scope of services promptly, in writing.

4.11. At the time of Grant Agreement termination, MTI will ask the Grantee to rank the consultant's performance in rendering the contract consulting services supported by this Agreement, and Grantee shall provide a timely and accurate ranking reply. Grantee may choose to provide a recommendation in addition to the ranking. Both ranking information and references shall be public information, and shall be shared by MTI with other companies or parties seeking information about MERC program services.

4.12. MTI will make only one matching funds payment. MTI will not release its matching funds for consultant contract services until after the Grantee has given written

certification that the contract services have been fully rendered as required in the consultant contract. MTI may request documentation that the consultant services were rendered consistent with the contract scope of services before payment. MTI may, in its sole discretion, disburse the grant proceeds directly to consultant.

4.13. As a condition of its participation in the MERC program, Grantee will respond fully to surveys on an annual basis for a period of up to five (5) years to help the State of Maine assess the economic benefit derived from the use of State funds in this project. Grantee failure to provide timely and complete survey responses will disqualify Grantee from participation in any future MTI programs.

4.14. Grantee represents and warrants to MTI that all information provided by Grantee in its MERC program application is true, and remains true, as of the effective date of this Agreement. The Grantee will notify MTI of any changes in the Application information, including, but not limited to, consulting fee increases or decreases, during the Term of the Agreement.

4.15. Grantee shall be liable for repayment of any funds disbursed by MTI under the Grant Agreement if Grantee defaults on any of Grantee's obligations under this Agreement., and shall not qualify for future participation in MTI programs.

5. GRANTEE RELEASE OF CLAIMS AGAINST MTI

Grantee hereby releases, exempts, waives, and relieves MTI, its officers, directors, employees, agents, contractors, and representatives from any and all liability for damages arising out of Grantee's contract with the MERC program consultant, including, but not limited to, any breach of contract by consultant, and any lost damages incurred by Grantee, including, but not limited to, any financial damages.

6. GRANTEE INDEMNIFICATION OF MTI

Grantee shall indemnify, defend, save, and hold harmless MTI and its officers, directors, employees, agents, contractors, and representatives, from and against any and all actual and alleged demands, claims, lawsuits, obligations, liabilities, fees and costs, including, without limitation, actual attorney's fees and costs, in anyway arising out of Grantee's performance under the anticipated contract with the MERC Program consultant funded by this Agreement. For the avoidance of doubt such claims shall include, but not be limited to, any claim that MTI improperly included the Grantee or consultant in the MERC program or provided Grantee a roster of MERC Program consultants and other grantee recommendations and references.

7. Maine Law

This Agreement shall be construed in accordance with the laws of the State of Maine without reference to conflict of law provisions.

8. Term of Agreement

The Agreement shall begin on the Effective Date of [_____] and continue until the Termination Date of [_____], unless the Parties enter into a written amendment.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as an instrument under seal as of the Effective Date of the Agreement.

ACCEPTED AND AGREED TO:

MAINE TECHNOLOGY INSTITUTE

**By: Its President
Brian Whitney**

Date

GRANTEE NAME

BY: Its Authorized Representative

Date

Signatory Name

Signatory Title

APPENDIX A: CERTIFICATION OF PROJECT COMPLETION

The participant agrees to submit a Certification of Project Completion which includes the following:

By signing this form, I certify that:

- (1) the consultant services described in the MERC application and approved consultant contract scope of services have been fully rendered as required; and
- (2) the approved scope of work in the consultant contract was not reduced or modified without MTI prior written approval. I acknowledge that MTI may, in its sole discretion, disburse the grant proceeds directly to consultant.

Recipient Signature

Title

Printed Name

Date