



**MAINE ENTREPRENEURIAL RESOURCE CORPS (MERC)
CONSULTANT PARTICIPANT AGREEMENT**

1. The Maine Technology Institute (“MTI”), a Maine non-profit corporation located at 16 Middle Street, Suite 201, Portland, Maine 04101, has organized the Maine Entrepreneurial Resource Corps (MERC) Program.
2. The MERC Program is 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. [_____] (“Participant”), with a place of business noted below, is interested in participating in the Program subject to the terms and conditions of this Agreement, commencing on the effective date of the Agreement noted below.
4. Participant acknowledges and agrees that:
 - 4.1. Participant’s enrollment in the MERC Program is wholly voluntary.
 - 4.2. MTI will compile the roster of qualified consultants for participation in the MERC Program, relying upon the eligibility criteria published at [Consultants - Maine Technology Institute](#), as amended from time to time, as determined by MTI in its sole discretion. 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.
 - 4.3. The roster of qualified consultants in the MERC Program will be a public document, including the information filed by the Participant in its application for MERC Program participation.
 - 4.4. Participant acknowledges that it must enter into a direct agreement with the start-up company that receives the MTI MERC Program grant award (“Grantee”) to describe the nature, scope, and cost of services to be provided by Participant to the Grantee, and that MTI shall not be a party to that agreement. Participant acknowledges that it will treat information disclosed by the Grantee to Participant pursuant to their mutual contract as confidential information.
 - 4.5. Participant acknowledges that MTI will ask the Grantee to rank the Participant’s performance in rendering the contract consulting services, which information shall be public information, and shall be shared by MTI with other companies or parties seeking information about MERC Program services.
 - 4.6. Participant acknowledges that MTI may, at its sole discretion, share only selected names of participating consultants with MTI client companies, using rankings provided by MERC Program Grantees.

4.7. Participant acknowledges that the MTI must review the scope of services of the contract between the Participant and the Client in order to ensure that MTI matching funds are merited, and further agrees that MTI is not responsible for the content of the contract scope of services or the outcomes of the services. Participant agrees that any MTI suggestions or comments on the contract scope of services is purely advisory, and Participant remains exclusively responsible for the content of the scope of services and related contract provisions.

4.8. Participant agrees that MTI will not release its matching funds for Participant's contract with the Grantee until after the Grantee has given written confirmation that the contract services have been fully rendered as required in the Participant contract. MTI may, in its sole discretion, disburse the grant proceeds directly to Participant upon request by Grantee.

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

5. Participant 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 any way arising out of Participant's performance under the anticipated contract with the MTI Client Company. For the avoidance of doubt such claims shall include, but not be limited to, any third-party claim that MTI improperly included the Participant in the MERC Program or provided a Grantee or other party with a referral to Participant.

EFFECTIVE DATE OF AGREEMENT _____

PARTICIPANT COMPANY NAME _____

ADDRESS _____

SIGNED BY: Its Authorized Representative

Date

Print Name of Authorized Signatory _____

Print Title of Authorized Signatory _____

