# Maine Technology Institute (MTI)

**Pandemic Relief for an Innovative Maine Economy (PRIME) -2**

**Grant Program Application Agreement**

The State of Maine has designated MTI as the administrator of federal funds providing one-time grant funding for economic recovery and development opportunities in the seven targeted technology sectors that support innovation and technology in the State to address damage to those businesses impacted by the COVID-19 pandemic.

By executing this PRIME-2 program grant application agreement (“Application Agreement”), an individual or entity applying for the PRIME-2 Program (“Applicant”) represents and warrants to MTI that Applicant’s representations in both its Application for the PRIME-2 Program and supporting documents, and in this Application Agreement document, are true, accurate and complete. Applicant further affirms that it understands that MTI will rely upon the Applicant’s representations and warranties to MTI in any decision to award a Grant to Applicant. Applicant further represents that if MTI awards a Grant, and if Applicant accepts the grant, Applicant agrees to abide by the terms of this Application Agreement during grant implementation.

# APPLICANT REPRESENTATIONS AND WARRANTIES The Applicant makes the following representations and warranties to MTI, to the best of Applicant’s knowledge and belief:

**Authority**. Applicant has the authority to apply for and accept the PRIME-2 Grant. The Applicant’s signatory below is authorized to make these representations and execute this Application Agreement on behalf of the Applicant.

**Application Accurate**. All information provided in Applicant’s Application and supporting documents are accurate and complete as of the date of submission to MTI. These representations include, but are not limited to, the representation that Applicant meets the eligibility criteria for this Grant.

**Grant Fund Expenditures**. Applicant will expend the Grant funds only for the purposes and in the manner described in its Application. If a change in use of funds is needed, Applicant will obtain the prior written consent of MTI before making such inconsistent expenditures. Applicant will reimburse MTI for PRIME-2 grant funds not used for the purpose and in the manner stated in the Application, or subsequent MTI approved revision, upon request by MTI.

**Future Reporting**. In the event additional information is needed to comply with any current or future applicable State of Maine or federal program reporting requirements, the Applicant will comply with those requirements by making a timely submission of any reasonable additional data/information that may be requested by MTI.

**Federal Funds**. Applicant acknowledges that it is applying for and may receive federal American Rescue Plan Act (ARPA) funds administered through the State of Maine. Applicant has not applied for or benefitted from other federal, state, or local funds that would ***fully*** cover the costs of the proposed Application project without the assistance in this Application Agreement. Applicant has fully disclosed any such prior federal, state, or local funds disbursed to Applicant related to the project proposed for funding in Applicant’s Application for the PRIME-2 grant. Applicant authorizes the State of Maine, and the federal government to verify the information contained in Applicant’s Application and related documents, and this Application Agreement.

**Insurance.** Applicant has not submitted an insurance claim for reimbursement and has not received insurance claim payments or settlement payments for any of the expenses included in Applicant’s Application and related Project Budget as submitted to MTI.

**Pending or Threatened Proceedings**. There are no notices, actions, suits, or proceedings, either pending or threatened, against or affecting the Applicant by any court or any administrative officer or agency which (i) involve an alleged violation by Applicant of State of Maine or federal law; (ii) allege a debt or other obligation owed by Applicant to the State of Maine or the federal government; or (iii) might result in any material adverse change in the business or financial condition of the Applicant.

**Bankruptcy**. The Applicant is not a party to any voluntary or involuntary bankruptcy or insolvency proceedings in bankruptcy, has not made a general assignment for the benefit of creditors, and has not filed any liquidation or dissolution proceedings.

**Contract Debarment or Suspension.** The Applicant and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State of Maine department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in sub-paragraph b above; and

1. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

**No Use of Federal Funds for Lobbying.**

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the PRIME-2 grant and underlying ARPA funds.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this PRIME-2 grant and underlying ARPA funds, Applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Applicant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Compliance with 2 CFR section 200.216 Prohibitions on Certain Telecommunications or Video Surveillance Services or Equipment.**

1. Applicant will read, understand, and abide by all provisions in 2 C.F.R. §200.216 and agrees that any Applicant failure to comply with all provisions and conditions regarding prohibited telecommunications and video surveillance services or equipment may result in the withholding or recoupment of PRIME-2 grant funds. Additionally, Applicant understands that documentation to verify compliance with the provisions in 2 C.F.R. §200.216 must be maintained and provided at the time of monitoring.
2. Applicant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Operations**. The Applicant is a going business concern and has not permanently ceased all operations.

**Taxable Income**. The Applicant understands that the Grant funds disbursed by MTI under this Agreement are taxable income to Applicant and subject to audit by MTI, State of Maine or federal entities.

**Conflict of Interest**. The Applicant understands that, as the fiscal agent for the State of Maine in administration of ARPA funds, MTI must comply with its obligations to avoid a conflict of interest in administration of federal and state funds (as described in 5 Maine Revised Statutes sections 15303(1) and 15307, and the implementing MTI Conflict of Interest Policy (found at [STANDARD OPERATING PROCEDURES, MTI TECHNOLOGY BOARD (mainetechnology.org)](https://www.mainetechnology.org/wp-content/uploads/2015/05/Conflict-of-Interest-Agreement.pdf). Applicant is not aware of any direct or indirect conflict of interest created by Applicant’s Grant Application to MTI, as those terms are defined in the law and policy. Applicant understands that it may seek guidance from MTI staff with regard to any questions related to the conflict of interest law and policy.

# APPLICANT ACKNOWLEDGEMENTS The Applicant acknowledges and agrees to the following:

# Grant Subject to Funding Availability. All MTI grant disbursements to Applicant are conditioned upon the availability of ARPA grant funds and other federal funds disbursed to MTI, and MTI will be under no obligation to disburse any funds absent MTI receipt of adequate State and federal ARPA funding to support the PRIME-2 program.

# Reimbursement to MTI. Applicant acknowledges and agrees that the terms and conditions of this Application Agreement are binding upon Applicant as a condition of participation in the PRIME-2 program, and receipt of the PRIME-2 Grant Funds. Applicant further agrees to reimburse MTI for PRIME-2 grant funds disbursed by MTI to Applicant, if so requested by MTI, in the event that Applicant fails to comply fully with the terms of this Application Agreement.

# APPLICANT:

Insert Applicant Legal Name of Business (***please make sure this name matches exactly the name on the federal W9 form submitted with this application)***

By: (Sign) Date:

Print Name, of Authorized Signatory Representative

Print Title of Signatory