

MASSACHUSETTS LIFE SCIENCES CENTER



Investing in the State of Innovation

Request for Proposals (RFP) for Messaging, Design, and Consulting Services

**Massachusetts Life Sciences Center
1000 Winter Street Suite 2900
Waltham, MA 02451**

<http://www.masslifesciences.com/>

Procurement Team Leader:	Meghan Gerardo
RFP Issued:	October 5, 2018
Questions Due:	October 19, 2018
Answers to Questions Posted:	October 24, 2018
Responses Due:	November 2, 2018 by 3:00pm EST

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1 Introduction

1.1 Summary

- 1.1.1 The Massachusetts Life Sciences Center (“MLSC”) is issuing this Request for Proposals for Brand Messaging refresh and Website Design Services (“RFP”) to solicit responses from firms interested in providing brand messaging and website design services (“Design Services”) to better inform industry and academic stakeholders, the general public and targeted recruitment companies about the benefits of doing business in the state, MLSC programs and initiatives, and the MLSC’s impact on the economy and on patient care, as more fully set forth in this RFP. After careful review of responses received and associated due diligence performed by the MLSC, the MLSC will select one firm to perform these services.
- 1.1.2 Respondents will be competing against each other for selection to provide the Design Services as more fully described in Section 2. The submissions of all Respondent firms shall be compared and evaluated pursuant to the evaluation criteria set forth in this RFP. Any firm interested in providing the Design Services requested in this RFP must: (i) respond to this RFP; and (ii) execute MLSC’s Master Agreement for Services (the “Master Agreement”), appended hereto as Attachment D (see Section 3.1(d) for more detail regarding the Master Agreement).
- 1.1.2.1 Individuals providing Design Services to the MLSC may be considered to be “special state employees” subject to the provisions of the Massachusetts Conflict of Interest Law (M.G.L. c.268A). The MLSC’s Master Services Agreement requires contractors to certify, among other things, compliance with the Conflict of Interest law.
- 1.1.2.2 Selection of a Respondent under this RFP does not commit the MLSC to procuring any services under any Master Services Agreement executed pursuant to this RFP.

1.2 The Massachusetts Life Sciences Center

The MLSC is a quasi-public agency of the Commonwealth of Massachusetts (the “Commonwealth”), established by Chapter 23I of the Massachusetts General Laws, as amended, to promote the life sciences within the Commonwealth. The Center is a body politic and corporate. Exercise of the powers conferred by Chapter 23I is considered to be the performance of an essential governmental function. The purpose of the Center is to promote the life sciences within the Commonwealth of Massachusetts (the “Commonwealth”). This work includes making financial investments in public and private institutions growing life sciences research, development and commercialization, workforce development, as well as building ties among sectors of the Massachusetts life sciences community.

In June, 2008, the Life Sciences Act enacted by the Massachusetts Legislature was signed into law. The Commonwealth committed to investing \$1 billion to create jobs, drive innovation and promote biomedical breakthroughs that improve people’s lives. The Center is the steward of the \$1 billion and uses three statutory funding vehicles to achieve the Commonwealth’s mission: The Life Sciences Investment Fund (the “Investment Fund”), the Capital Program and the Life Sciences Tax Incentive Program. In June 2018, Governor Baker signed legislation to provide continued investment in the life sciences industry in the Commonwealth to invest in education, research and development and workforce development

The Life Sciences Investment Fund is to be used in making appropriations, allocations, grants or loans to leverage development and investments in life sciences in Massachusetts. The Capital Program is for not-for-profit organizations to construct or upgrade buildings, procure equipment and other infrastructure that supports growth in the life sciences sector.

2 Services Required

MLSC’s objective is to increase public awareness of our programs, investments, and of Massachusetts as the premiere destination for life sciences companies. We market our funding opportunities and programs to industry, academic advisors, life science startups, students, and non-profit and academic institutions. MLSC must communicate with audiences in a clear, visually appealing manner that inspires confidence and action.

MLSC maintains a web presence to promote our mission and facilitate access to the numerous programs and resources offered by the organization. The primary website is currently built on WordPress. MLSC is seeking a service partner with expertise in the areas of web development and web content strategy.

An optimized and intuitive redesign of our web presence are priorities for the MLSC and are the overall goals of this RFP. The MLSC is seeking a firm(s) capable of making strategic and technical assessments of our existing and future web technologies.

Entering a new phase after ten years and with reauthorization, the Center is seeking a firm to establish a “refreshed” perspective of the MLSC brand, messaging, and look/feel.

2.1 Context

The Center is seeking proposals that encompass evaluation of the Center's current brand messaging and design as well as the website; redesign of the website, presentation format and collateral design; and a comprehensive strategy for digital brand presence and search engine optimization.

2.2 Targeted Audiences

The marketing language should be designed to inform and influence the MLSC's multiple audiences. They include life science businesses seeking to expand in or locate in Massachusetts; elected municipal and state officials; industry and civic leaders engaged in advancing the life sciences ecosystem in Massachusetts; students and academic advisors to increase their knowledge and career opportunities; academic and research institutions including our teaching hospitals; spaces designed to advance start-up companies including incubators, accelerators, and co-working spaces; and the media.

2.3 Scope of Services

Brand Strategy/ Message Development:

Assess and define current brand positioning and messaging strategy. Elevate the brand story and position the organization to achieve a new level of success aligned with our mission, business goals and objectives by increasing brand visibility. Update the brand messaging and design elements of the Center.

Review, evaluate and recommend new messaging for the Center's overall brand identity, web site, and marketing materials focused on the Center's industry programs, academic and workforce development programs, capital investments and business development efforts, the Massachusetts life sciences ecosystem, and the MLSC's impact, both on the Massachusetts economy and on patient care.

Develop options for a new tag line for the Center, to accompany the existing agency logo, potentially replacing “Investing in the State of Innovation”. New tagline should emphasize Center's reach across the state and impact on patient health through investment.

Design new collateral to effectively convey the scope of MLSC programs for different life sciences stakeholder communities, including an overview or business development piece.

Create MLSC-branded templates consistent with new messaging.

Develop content for an infographic series and infographic template highlighting key data points and success metrics for the MLSC.

Select stock photography or incorporate our own custom photography to enhance our marketing collateral

This RFP is open to all public, private, for-profit, and nonprofit entities possessing the requisite experience detailed herein. Experience working with public agencies is preferred, but not required.

Website Redesign:

Develop and publish a website that accurately and dynamically presents the mission, benefits, and accomplishment of the Center and showcases Massachusetts as the best location for life sciences companies.

Provide a user-friendly online presence for the Center that is easy to navigate.

Improve lead generation from the website (including identifying who has been on the website when possible).

Improve SEO ranking for defined keywords.

Provide a content rich capable site that is easy to self-modify and that will promote the Center's thought leadership.

Development, Navigation, and Graphic Design:

Update the overall look, feel and message of the MLSC website and add desired functionality. Use information design best practices to design site layouts, including hypertext structure and content organization and navigation tools: buttons, menu bars, icons, etc. Desired additional MLSC website functionality and features include but are not limited to the following:

A submission form for "Events" listings to be easily updated on the website. Current process involves manual entry to events section and should be simplified.

An interactive element detailing the MLSC's investment activity, such as mapping of programmatic investments, Internship Challenge host companies, etc.

A section for life sciences asset downloads that intuitively documents resources available to companies within the state for the growth and development of their organizations.

Create an integrated blog in the same design language as main website for CEO's personal thoughts on the life sciences.

Perform use and security testing for site with representatives of the intended user group and technical team, to ensure the site meets necessary compliance and MLSC standards.

Graphical Look and Feel

This website upgrade will incorporate updated branding. MLSC is seeking a partnership with a branding/website vendor capable of delivering graphics with a more competitive look and feel. MLSC will provide relevant logos.

Content Management /Maintenance

MLSC must be able to update text as well as graphics throughout the website. Specify graphical update capability including file types required as well as if there are limitations on placement within a page. Identify if navigational elements are covered such as allowing the ability to add new navigation tabs or sub-tabs. CMS should be compatible with the latest Microsoft OS and IE. Also identify CMS training offered and security for access. Develop a website that can be easily maintained and updated by staff. Develop website maintenance documentation sufficient for MLSC to support website. Set up the website so future expansion of functionality and applications can be incorporated.

Development Site

MLSC would prefer the ability to work with a development website that "mirrors" the live site. A CMS-enabled dev site allows the ability to make change and then circulate for review prior to going to a live site. Please state if the dev site can automatically populate the live site or if a manual copy and paste is required.

Website Analytics

The entire site must be Google Analytics-enabled. A vendor may also offer an alternative analytics solution as an option. Review and advise on current monitoring and evaluation controls (i.e. analytics) to measure from where traffic is coming; interaction and sharing activity; and if those visiting the social site are also visiting the website. Recommend any necessary changes.

SEO

Provide a description of Search Engine Optimization services needed. Define functions such as number of keywords to be used, link building, tags and other efforts comprising the SEO offer. Register and set up search criteria on major search engines. Advise on search engine optimization options and implementation.

Hosting Site

Assess the MLSC's current hosting environment. MLSC is seeking a 24X7 hosting environment that includes a service-level agreement of 99 percent uptime, with backup/restore options. MLSC currently has hosting resources through Amazon. Recommend appropriate hosting options.

Identify Website Visitors

MLSC seeks the ability to identify who is visiting the website (beyond Google Analytics) for lead generation and competitive intelligence. Please provide information and relevant pricing to accomplish these tasks.

News Section

Content Management must enable updates to News section for Press Releases, Announcements, and Media Clips. There should be a section on the home page that is covered by the content management so that MLSC can easily add links to these new sections.

3 Submission of Responses

3.1 Schedule and Master Agreement for Services

- (a) The RFP process will proceed according to the following anticipated schedule:

October 5, 2018	RFP Issued.
October 19, 2018	Deadline for all questions and clarification inquiries, which must be submitted via e-mail to mgerardo@masslifesciences.com
October 24, 2018	Deadline for all answers to Respondents questions.
November 2, 2018	Responses due by 3:00 p.m.
November 13-15, 2018	Possible Contractor Interviews.
By November 30, 2018	Contractor Selection.

- (b) **Responses will be due no later than 3:00 p.m. EST, on November 2, 2018.** Responses received later than the date and time specified will not be considered. MLSC assumes no responsibility or liability for late delivery or receipt of responses.
- (c) The responses will be evaluated pursuant to the criteria set forth in this RFP. Notification of selection or non-selection of all Respondents who submitted conforming responses will be mailed when the selection process is final.
- (d) *Master Agreement for Services:* The selected Respondent(s) will execute the standard Master Agreement in substantially the form appended hereto as Attachment D. The Center reserves the right to amend the Master Agreement for Services without further issuance of another RFP. The Master Agreement for Services and any work orders issued to Respondent will be managed for MLSC by its Contracts Administrator and relevant Project Manager.

3.2 Questions

Questions regarding this RFP may be submitted by electronic mail to mgerardo@masslifesciences.com. All questions must be in writing and received by 5:00 PM EST on October 19, 2018. Submission of questions by electronic mail is strongly encouraged. Please include the RFP number on the envelope or in the subject heading.

Instructions for Submission of Responses

Respondents are cautioned to read carefully and conform to the requirements of this specific RFP. Failure to comply with the provisions of this RFP may serve as grounds for rejection of a response.

- (a) All responses must be submitted electronically in writing, on 8 ½ x 11 paper layout including all required submissions in a .pdf format.
- (b) Responses **must** be delivered to: Meghan Gerardo at mgerardo@masslifesciences.com by 3:00 PM EST on November 2, 2018. For graphic intensive submissions, links to a file sharing service (Dropbox, Google Drive) to download is recommended.
- (c) A statement indicating compliance with the terms, conditions and specifications contained in this RFP must be presented in the response. Submission of the signed Authorized Respondent's Signature and Acceptance Form (Attachment B) shall satisfy this requirement.
- (d) Any and all data, materials and documentation submitted to MLSC in response to this RFP shall become MLSC's property and shall be subject to public disclosure under the Massachusetts Public Records Act. In this regard, Respondents are required to sign the Authorized Respondent's Signature and Acceptance Form, set forth as Attachment B hereto.

RESPONDENTS PLEASE NOTE : BY EXECUTING THE AUTHORIZED RESPONDENT'S SIGNATURE AND ACCEPTANCE FORM AND SUBMITTING A RESPONSE TO THIS RFP, RESPONDENT CERTIFIES THAT IT (1) ACKNOWLEDGES AND UNDERSTANDS THE PROCEDURES FOR HANDLING MATERIALS SUBMITTED TO MLSC, AS SET FORTH IN ATTACHMENT A HERETO, (2) AGREES TO BE BOUND BY THOSE PROCEDURES, AND (3) AGREES THAT MLSC SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR THE DISCLOSURE OF ANY MATERIALS SUBMITTED TO IT PURSUANT TO THIS RFP OR UPON RESPONDENT'S SELECTION.

3.3 Information Required

- (a) Executive Summary: Respondents should provide a summary of their organization, their qualifications and their proposed approach for working with the MLSC. This summary should be a maximum of 2 pages in length.

The following items should be completed separately for each of the tasks being proposed:

- (b) Statement of Firm Qualifications: All responses must include a statement of qualifications, experience and description of the Respondent firm and its history. The response should specifically indicate the firm's current and historical expertise (past 3-5 engagements) in providing the Design Services identified in the RFP including, for example, links to websites designed by your firm, copies of designed collateral, and branding campaigns. Please indicate if your firm is currently a Minority Business Enterprise (MBE) or a Women Business Enterprise (WBE) certified company by the Supplier Diversity Office in the Operational Services Division of the Executive Office for Administration and Finance.
- (c) Staff Qualifications: All responses must include resumes of each individual who will be providing the Design Services under any work order, as well as written descriptions of the individual's experience. All Respondents must identify the individual(s) who will have primary responsibility for contact and communications with the MLSC and the person who is authorized to negotiate and contractually-bind Respondent. The MLSC reserves the right to investigate and review the background of any or all personnel assigned to work under the Master Services Agreement, including any work orders thereto, and, based on such investigations, to reject the use of any persons within the MLSC's discretion. Any changes to personnel require formal written approval by MLSC, and MLSC reserves the right to terminate the Master Services Agreement and/or relevant Work Order if changes are not approved.
- (d) Approach:
All responses should include a plan for performing the services which articulates what services and the level of effort that would be required for the engagement.
- (e) Billing Rates and Structure:
Respondents are required to include the following information in their response:

Using the form appended hereto as Attachment C, Respondent shall provide a cost proposal for all services provided. The cost proposal should indicate the estimated number of hours of the project. In addition, the cost proposal should provide an estimated cost for the fiscal years 2019 and 2020 (MLSC operates on a July 1 – June 30 fiscal calendar) or any standard increases assumed. The fee being proposed for each component will be considered a fixed fee cost which should include any other costs that may be associated with each task being proposed.

- Respondents please note that work performed under a work order to the Master Services Agreement will generally be billed in accordance with the cost proposal or rates provided by the Respondent (the “the Offered Rate”).
- (f) References: All responses must include references from at least 3 clients of the firm, and preferably clients who have utilized the firm on matters related to the Design Services. The references must include a contact person, a full address, and a phone number. In addition to the foregoing, all responses must include a listing of public and private clients for whom the firm has provided services similar to those set forth in this RFP, with a description of the services provided. If individuals identified as participants in a contract entered into under this RFP previously participated in any of the projects performed for other clients on the foregoing list, please identify the projects in which the individual participated.
- (g) Tax Law Compliance: All responses must include an affidavit of compliance with all corporate filing requirements and compliance with State tax laws. Submission of the signed Authorized Respondent’s Signature and Acceptance Form (Attachment B) shall satisfy this requirement.
- (h) Terms of Services: All responses must include the Respondent’s terms of services.

4 Evaluation Process and Criteria

The MLSC shall evaluate each Response that is properly submitted. After submission and review of Responses, interviews may be requested. Selection of a Respondent to provide the Design Services will be based on the following criteria:

- (a) Experience and qualifications of the firm, and more specifically individual team members to be assigned to the engagement.
- (b) Firm’s MBE/WBE Certification status, if applicable.
- (c) Proposal’s responsiveness to RFP requirements.
- (d) Firm and staff’s competence and knowledge demonstrated during the interview process, if applicable.
- (e) Technical expertise, communication skills and flexibility to provide services in an efficient and effective manner.
- (f) Approach to the project and ability to adhere to proposed and overall demonstration in the proposal that the firm has an understanding of project objective(s), the organization's needs, and the final products to be delivered.
- (g) Ability to deliver Scope of Services in Section 2.3.

While the order of these factors does not generally denote relative importance, MLSC acknowledges that selecting best value providers primarily requires a balanced combination of (1) reasonable rates and the availability of flat fees, blended rates and caps on fees, and (2) strong experience and demonstrated expertise in providing Design Services.

The MLSC reserves the right to consider such other relevant factors as it deems appropriate in order to hire the best value provider of the Design Services. The MLSC may or may not seek additional information from Respondents prior to making a selection.

This RFP does not commit MLSC to select any firm, award any work order, pay any costs incurred in preparing a response, or procure or contract for any services or supplies. MLSC reserves the right to accept or reject any or all submittals received, cancel or modify the RFP in part or in its entirety, or change the RFP guidelines, when it is in the best interests of MLSC to do so.

5 Other Provisions

5.1 General Information

- a) MLSC's Master Agreement for Services (appended hereto as Attachment D) incorporates the Commonwealth's Terms and Conditions and shall constitute the only contract requiring execution. Additional definitions may also be identified in this RFP. All terms, conditions, requirements, and procedures included in this RFP must be met for a Response to be determined responsive. If a Respondent fails to meet any material terms, conditions, requirements or procedures, its response may be deemed unresponsive and disqualified.
- b) All responses, proposals, related documentation and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G. L. c. 66, §10, and to M.G.L. c. 4, §7(26), regarding public access to such documents. Any statements reserving any confidentiality or privacy rights in submitted responses must comply with the procedures set forth in Attachment A hereto. By executing the Authorized Respondent's Signature and Acceptance Form, appended hereto as Attachment B, Respondent acknowledges, understands and agrees to be bound by the procedures set forth in Attachment A, and agrees that MLSC shall not be liable under any circumstances for the subsequent disclosure of any materials submitted to it by Respondent pursuant to this RFP and/or in connection with any contract entered into between Respondent and MLSC as a result of this RFP process.
- c) Further, any selected Respondent must recognize that in the performance of the Master Agreement for Services and any work orders issued thereunder it may become a holder of personal data (as defined in M.G.L. c. 66A) or other information deemed confidential by the Commonwealth. Respondent shall comply with the laws and regulations relating to confidentiality and privacy, including any rules or regulations of the MLSC. Any questions concerning issues of confidentiality, the submission of materials to MLSC, application of the procedures set forth in Attachment A or any other questions related to these matters, please contact Beth Nicklas, General Counsel, at bnicklas@masslifesciences.com.
- d) It is the policy of MLSC that contracts are awarded only to responsive and responsible Respondents. In order to qualify as responsive, the Respondent must respond to all requirements of the RFP in a complete and thorough manner. In order to qualify as responsible, the Respondent must demonstrate: (1) the availability of adequate resources and staffing to efficiently and expeditiously service MLSC's needs; (2) the necessary experience, organization, qualifications, skills and facilities to provide the types of Design Services set forth in this RFP; (3) a satisfactory record of performance in the provision of the Design Services set forth in this RFP; (4) the ability and willingness to comply with the requirements of Federal and State law relative to equal employment opportunity. **ANY PROPOSAL DETERMINED TO BE NON-RESPONSIVE TO THIS RFP, INCLUDING INSTRUCTIONS GOVERNING THE SUBMISSION OF PROPOSALS, WILL BE DISQUALIFIED WITHOUT EVALUATION UNLESS THE EVALUATION COMMITTEE DETERMINES THAT THE NONCOMPLIANCE IS INSUBSTANTIAL.**
- e) MLSC makes no guarantee that any Design Services will be purchased pursuant to any Master Agreement for Services entered into with Respondent as a result of this RFP.
- f) Unless otherwise specified in this RFP, all communications, responses, and documentation must be in English, and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFP. Respondents should note that the procedures for handling information deemed sensitive by Respondent and submitted to MLSC set forth in Attachment A apply only to hard copy documents, and are not applicable to information submitted by, among other methods, electronic mail, facsimile or verbally.
- g) Respondents are prohibited from communicating directly with any employee of MLSC except as specified in this RFP, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this RFP. Respondents may contact the Procurement Team Leader for this RFP in the event this RFP is incomplete. The foregoing notwithstanding, Respondents who have questions concerning issues of confidentiality, the submission of materials to MLSC, application of the procedures set forth in Attachment A or any other questions related to these matters, may contact Beth Nicklas, General Counsel, at MLSC.

- h) The Procurement Team Leader may provide reasonable accommodations, including the provision of material in an alternative format, for qualified Respondents with disabilities or other hardships. Respondents requiring accommodations shall submit requests in writing, with supporting documentation justifying the accommodations, to the Procurement Team Leader. The Procurement Team Leader reserves the right to grant or reject any request for accommodations.
- i) If a Respondent is unable to meet any of the specifications required in this RFP, the Respondent must include an alternative method for meeting such specification by identifying the specification, the proposed alternative and thoroughly describing how the alternative achieves substantially equivalent or better performance to the performance required in the RFP specification. MLSC will determine if a proposed alternative method of performance achieves substantially equivalent or better performance.
- j) The goal of this RFP is to select and enter into a Master Agreement for Services with the Respondent that will provide the best value of Design Services to achieve the procurement goals of MLSC. Respondents are therefore invited to propose alternatives which provide substantially better or more cost-effective performance than achievable under a stated RFP specification.
- k) Costs that are not specifically identified in the Respondent's response and/or not specifically accepted by MLSC as part of the Master Agreement for Services will not be compensated under any contract awarded pursuant to this RFP. MLSC shall not be responsible for any costs or expenses incurred by Respondents in responding to this RFP.
- l) The Respondent may not alter the RFP or its components except for those portions intended to collect the Respondent's response (Cost pages, *etc.*). Modifications to the body of this RFP, specifications, terms and conditions, or which change the intent of this RFP are prohibited. Any modifications other than where the Respondent is prompted for a response will disqualify the response. The foregoing notwithstanding, proposed exceptions and/or counterproposals to the Master Service Agreement are permitted to be submitted with a Response.
- m) Respondent's submitted Response shall be treated by MLSC as an accurate statement of Respondent's capabilities and experience. Should any statement asserted by Respondent prove to be inaccurate or inconsistent with the foregoing, such inaccuracy or inconsistency shall constitute sufficient cause for rejection of the Response and/or of any resulting contract. The RFP evaluation committee will rule on any such matters and will determine appropriate action.
- n) If MLSC determines that it is necessary to revise any part of this RFP, or if additional data is necessary to clarify any of its provisions, a supplement will be posted to the MLSC's website. MLSC's RFP evaluation personnel reserve the right to amend the RFP at any time prior to the deadline for submission of responses.
- o) Submitted Responses must be valid in all respects for a minimum period of sixty (60) days after the deadline for submission.
- p) MLSC's prior approval is required for any subcontracted services under any Master Agreement for Services entered into as a result of this RFP. Selected Respondents are responsible for the satisfactory performance and adequate oversight of their subcontractors. Subcontractors are required to meet the same requirements and are held to the same reimbursable cost standards as the selected Respondents.
- q) The Master Agreement for Services and work orders entered into as a result of this RFP shall be on a fixed fee basis. It is anticipated that MLSC shall select one Respondent to this RFP and intends to enter into a Master Agreement for Services with such Respondent.

5.2 Waiver Authority

MLSC reserves the right, at its sole discretion, to waive minor irregularities in submittal requirements, to request modifications of the response, to accept or reject any or all responses received, and/or to cancel all or part of this RFP at any time prior to awards.

5.3 Disclaimer

This RFP does not commit the MLSC to award any funds, pay any costs incurred in preparing a response, or procure or contract for services or supplies. The MLSC reserves the right to accept or reject

any or all responses received, negotiate with all qualified Respondents, cancel or modify the RFP in part or in its entirety, or change the response guidelines, when it is in its best interests.

5.4 Changes/Amendments to RFP

This RFP has been distributed electronically using MLSC's website. It is the responsibility of respondents to check the MLSC's website for any addenda or modifications to a RFP to which they intend to respond. MLSC, the Commonwealth of Massachusetts, and its subdivisions accept no liability and will provide no accommodation to Respondents who submit a response based on an out-of-date RFP document.

ATTACHMENT A
THE MASSACHUSETTS LIFE SCIENCES CENTER'S
POLICY AND PROCEDURES REGARDING SUBMISSION OF "SENSITIVE INFORMATION"

Funds awarded are public funds and any information submitted to the Center by the Respondent to this RFP or generated in relation thereto is subject to public disclosure requirements as set forth in the Massachusetts Public Records Act, M.G.L. c. 66 (the "Public Records Act"), which governs the retention, disposition and archiving of public records. For purposes of the Public Records Act, "public records" include all books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by the Center.

The foregoing notwithstanding, "public records" do not include certain materials or data which fall within one of the specifically enumerated exemptions set forth in the Public Records Act or in other statutes, including the Center's enabling act, M.G.L. Chapter 23I. One such exemption that may be applicable to documents submitted by the Respondent to the RFP is for any documentary materials or data made or received by the Center that consist of trade secrets or commercial or financial information regarding the operation of any business conducted by the Respondent, or regarding the competitive position of such Respondent in a particular field of endeavor (the "MLSC Trade Secrets Exemption").

It is the Center's expectation and belief that the overwhelming percentage of documents it receives from Respondents does not contain any information that would warrant an assertion by the Center of an exemption from the Public Records Act. Respondents should therefore take care in determining which documents they submit to the Center in response to this RFP, and should assume that all documents submitted to the Center in response to the RFP are subject to public disclosure without any prior notice to the Respondent and without resort to any formal public records request.

Procedures for Handling Documents Identified as "Confidential Information"

In the event that Respondent's response to the RFP includes the submission to the Center of documents that Respondent believes may be proprietary in nature and may fall within the parameters of the MLSC Trade Secrets Exemption and/or some other applicable exemption, the following procedures shall apply:

- A) At the time of the Respondent's initial submission of documents to the Center, the Respondent must provide a cover letter, addressed to the Center's General Counsel, indicating that it is submitting documents which it believes are exempt from public disclosure, including a description of the specific exemption(s) that Respondent contends is/are applicable to the submitted materials, a precise description of the type and magnitude of harm that would result in the event of the documents' disclosure, and a specific start date and end date within which the claimed exemption applies. If different exemptions, harms and/or dates apply to different documents, it is Respondent's responsibility to provide detailed explanations for each such document.
- B) At the time of the Respondent's initial submission of documents to the Center, the Respondent must also clearly and unambiguously identify each and every such document that it contends is subject to an exemption from public disclosure as "Confidential Information." It is the Respondent's responsibility to ensure that all such documents are sufficiently identified as "Confidential Information," and Respondent's designation must be placed in a prominent location on the face of each and every document that it contends is exempt from disclosure under the Public Records Act.
- C) At the time the Center receives documents from Respondent in response to the RFP, any such documents designated by Respondent as "Confidential Information" shall be segregated and stored in a secure filing area when not being utilized by appropriate Center staff for purposes of evaluating the application for funds. By submitting a signed application to the Center, Respondent certifies, acknowledges and agrees that (a) the Center's receipt, segregation and storage of documents designated by Respondent as "Confidential Information" does not represent a finding

by the Center that such documents fall within the MLSC Trade Secrets Exemption or any other exemption to the Public Records Act, or that the documents are otherwise exempt from disclosure under the Public Records Act, and (b) the Center is not liable for the subsequent disclosure of any documents submitted to the Center by the Respondent, whether or not such documents are designated as "Confidential Information" or the Center was negligent in disclosing such documents.

- D) In the event that the Center receives an inquiry or request for documents submitted by Respondent in response to the solicitation, the Center shall produce all responsive documents without notice to Respondent. In the event that the inquiry or request entails documents that the Respondent has previously designated as "Confidential Information", the inquiring party shall be notified in writing that one or more of the documents it has requested has been designated by the Respondent as "Confidential Information", and that a formal, written public records request must be submitted by the requesting party to the Center's General Counsel for a determination of whether the subject documents are exempt from disclosure.
- E) Upon the Counsel's receipt of a formal, written public records request for documents that encompass materials previously designated by Respondent as "Confidential Information", the Respondent shall be notified in writing of the Center's receipt of the public records request, and the Center may, but shall not be required to provide Respondent an opportunity to present the MLSC with information and/or legal arguments concerning the applicability of the MLSC Trade Secrets Exemption or some other exemption to the subject documents.
- F) The Center's General Counsel shall review the subject documents, the Public Records Act and the exemption(s) claimed by the Respondent in making a determination concerning their potential disclosure.

THE CENTER'S GENERAL COUNSEL IS THE SOLE AUTHORITY WITHIN MLSC FOR MAKING DETERMINATIONS ON THE APPLICABILITY AND/OR ASSERTION OF AN EXEMPTION TO THE PUBLIC RECORDS ACT. NO EMPLOYEE OF THE CENTER OTHER THAN THE GENERAL COUNSEL HAS ANY AUTHORITY TO ADDRESS ISSUES CONCERNING THE STATUS OF "CONFIDENTIAL INFORMATION" OR TO BIND THE CENTER IN ANY MANNER CONCERNING THE CENTER'S TREATMENT AND DISCLOSURE OF SUCH DOCUMENTS.

FURTHERMORE, THE POTENTIAL APPLICABILITY OF AN EXEMPTION TO THE DISCLOSURE OF DOCUMENTS DESIGNATED BY THE RESPONDENT AS "CONFIDENTIAL INFORMATION" SHALL NOT REQUIRE THE CENTER TO ASSERT SUCH AN EXEMPTION. THE CENTER'S GENERAL COUNSEL RETAINS THE SOLE DISCRETION AND AUTHORITY TO ASSERT AN EXEMPTION, AND HE MAY DECLINE TO ASSERT SUCH AN EXEMPTION IF, WITHIN HIS DISCRETION, THE PUBLIC INTEREST IS SERVED BY THE DISCLOSURE OF ANY DOCUMENTS SUBMITTED BY THE RESPONDENT.

- G) The Center shall provide the requesting party and Respondent with written notice of its determination that the subject documents are either exempt or not exempt from disclosure.
- H) In the event that the Center determines that the subject documents are exempt from disclosure, the requesting party may seek review of the Center's determination before the Supervisor of Public Records, and the Center shall notify the Respondent in writing in the event that the requesting party pursues a review of the Center's determination.
- I) In the event the requesting party pursues a review of the Center's determination that the documents are exempt from disclosure and the Supervisor of Public Records concludes that the subject documents are not exempt from disclosure and orders the Center to disclose such documents to the requester, the Center shall notify the Respondent in writing prior to the disclosure of any such documents, and Respondent may pursue injunctive relief or any other course of action in its discretion.
- J) In the event that the Center determines that the subject documents are not exempt from disclosure or the Center's General Counsel determines that, under the circumstances and in his

discretion, the Center shall not assert an exemption, the Center shall notify the Respondent in writing prior to the disclosure of any such documents, and Respondent may pursue injunctive relief or any other course of action in its discretion.

RESPONDENT'S RESPONSE TO THIS RFP, WITH OR WITHOUT SUPPORTING DOCUMENTATION, SHALL REQUIRE A SIGNED CERTIFICATION THAT RESPONDENT T ACKNOWLEDGES, UNDERSTANDS AND AGREES WITH THE APPLICABILITY OF THE FOREGOING PROCEDURES TO ANY DOCUMENTS SUBMITTED BY RESPONDENT IN RESPONSE TO THE RFP, INCLUDING BUT NOT LIMITED TO THE ACKNOWLEDGEMENTS SET FORTH IN PARAGRAPH (C) ABOVE, AND THAT RESPONDENT SHALL BE BOUND BY THE PROCEDURES SET FORTH IN THIS ATTACHMENT.

All documents submitted by Respondent, whether designated as "Confidential Information" or not, are not returnable to Respondent.

ATTACHMENT B
AUTHORIZED RESPONDENT'S SIGNATURE AND ACCEPTANCE FORM

The undersigned is a duly authorized representative of the Respondent listed below. The Respondent has read and understands the RFP requirements. The Respondent acknowledges that all of the terms and conditions of the RFP are mandatory, and that Respondent's response is compliant with such requirements. The Respondent specifically acknowledges the application of the procedures regarding disclosure of sensitive information as set forth in Attachment A of the RFP, and specifically agrees that it shall be bound by those procedures.

The Respondent understands that, if selected by the MLSC, the Respondent and the MLSC will execute a Master Agreement for Services in substantially the form set forth in Attachment D of the RFP.

Respondent agrees that the entire bid response will remain valid for sixty (60) days from receipt by MLSC.

I certify that Respondent is in compliance with all corporate filing requirements and State tax laws.

I further certify that the statements made in this Response to the RFP, including all attachments and exhibits, are true and correct to the best of my knowledge. The submission of false information to the Center is subject to prosecution under the False Claims Law at M.G.L. c. 12, sections 5A – 5O.

Respondent: _____
(Printed Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

ATTACHMENT C
BUDGET TEMPLATE - DESIGN SERVICES

Provide detailed explanations of any assumptions that the Respondent made in calculating the project costs in order to provide sufficient information for the MLSC to be able to compare and analyze proposals.

Description of Work/Tasks	FY 2019 Anticipated Level of Effort in Hours	FY 2019 Total	FY 2020 Anticipated Level of Effort in Hours	FY 2020 Total
Other Costs:				
Total Fee Proposed		\$0.00		\$0.00

Staff Name and/or title of those that may provide services for the proposed engagement	Proposed Rate or Blended Rate per hour	Level of involvement in hours
Total Hours		-

ATTACHMENT D
MASTER AGREEMENT FOR SERVICES

MASSACHUSETTS LIFE SCIENCES CENTER
1000 WINTER STREET, SUITE 2900
WALTHAM, MASSACHUSETTS 02451

This MASTER AGREEMENT FOR SERVICES (as amended from time to time, the "Agreement") is made and entered into as of _____ (the "Effective Date") by and between Massachusetts Life Sciences Center, an independent public instrumentality of the Commonwealth of Massachusetts with a principal office and place of business at 1000 Winter Street, Suite 2900, Waltham, Massachusetts 02451, and Full Legal Contractor Name., ["an individual"] OR [insert legal status and jurisdiction], with a ["principal place of business"] OR ["residing"] at Insert Full Legal Address ("Contractor").

Whereas, MLSC desires to retain Contractor to render certain services to MLSC (as defined below) and Contractor desires to be so retained by MLSC and to perform the services specified herein, all in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the premises, mutual covenants and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Certain Definitions:** The following capitalized terms have the following meanings for purposes of this Agreement:
 - a) "Agreement" means this Master Agreement for Services, including all work orders entered into hereunder and attached hereto and all other referenced attachments hereto and thereto, as the same may be amended from time to time in accordance with the terms of this Agreement.
 - b) "Applicable Third Party" means any Applicant, any Recipient, or any third party to which MLSC is under an obligation to keep the information in question confidential or any Applicant, Contractor Grantee, Recipient or Respondent other than MLSC who will directly benefit from the services provided hereunder.
 - c) "Applicant" means any Person who has sought funding or other financial support from, or has submitted one or more proposals for projects to, MLSC in connection with any of MLSC's programs or initiatives as in effect from time to time, including any former Applicant.
 - d) "Commonwealth" means the Commonwealth of Massachusetts (and its political subdivisions or agents where the context so requires).
 - e) "Contractor" means any Person providing the services contemplated hereunder.
 - f) "General Counsel" means MLSC's General Counsel, or, in the event that no Person holds such title at the time in question, such other legal counsel to MLSC as MLSC's chief executive officer may designate.
 - g) "Governmental Authority" means any national or federal government, any state or other political subdivision thereof, and any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.
 - h) "Grantee" means any Person who has received funding or any other type of support from MLSC pursuant to any of MLSC's programs or initiatives as in effect from time to time, including any former Grantees (also referred to herein as Recipient).

- i) "MLSC" means the Massachusetts Life Sciences Center and any of its subsidiaries, subdivisions or affiliates, and the successors or assigns thereof.
 - j) "Person" means any individual, partnership, corporation, limited liability company, joint venture, trust, unincorporated organization, Governmental Authority or any other entity.
 - k) "Project Personnel" means, with respect to each project hereunder, the employees or other personnel of each party responsible for such project.
 - l) "Public Records Act" means the Massachusetts Public Records Act, M.G.L. Chapter 66, and any successor thereto.
 - m) "Recipient" means any Person who has received funding or any other type of support from MLSC pursuant to any of MLSC's programs or initiatives as in effect from time to time, including any former Recipients (also referred to herein as Grantee).
 - n) "Respondent" means any Person who has submitted one or more proposals in response to a request for such proposals made by MLSC, including any former Respondents.
 - o) "Sensitive Information" means any confidential, proprietary or otherwise sensitive information concerning the organization, business, operations, financial condition, capitalization, finances, employees, activities, existing or prospective technology, plans or prospects of MLSC or any Applicable Third Party. "Sensitive Information" includes, without limitation, MLSC's or any Applicable Third Party's trade secrets or any commercial or financial information regarding the operation or the current or prospective competitive position of MLSC or of any Applicable Third Party; internal policies and methods of doing business; databases and analytical models; personnel records; products, inventions, designs, know-how, techniques, methods, systems, processes, procedures, prototypes, chemicals, biologics, software programs, works of authorship and other developments; actual or prospective customers, vendors, suppliers, licensors, licensees, investors, strategic or financial partners, products or services; and business plans, projects, proposals and contractual arrangements (including the terms of this Agreement); in each case regardless of whether such Sensitive Information is in oral form or in the form of Written Materials.
 - p) "Written Materials" means any and all documentary materials or data relating to any matter within the scope of the business or mission of MLSC or concerning any of its dealings or affairs, or relating to any Applicable Third Parties under MLSC's programs, regardless of the physical form or characteristics of such documentary materials or data. "Written Materials" include, without limitation, notes, memoranda, letters, reports, documents, files, lists, records, drawings, sketches, specifications, software programs, and other documentation and other materials of any nature and in any format, including data stored on computers, floppy disks c/d roms or other electronic media.
2. **Scope of Services:** MLSC hereby retains Contractor to provide services to MLSC during the term of this Agreement, and Contractor hereby accepts such engagement. Contractor represents itself as competent and qualified to accomplish the specific requirements of this Agreement to the satisfaction of MLSC and in accordance with the terms and conditions of this Agreement and acknowledges that MLSC is relying upon such representation in entering into this Agreement. This Agreement shall apply to all services provided from time to time by Contractor to MLSC during the term specified in Section 4. Each service request shall be in writing and shall be attached to this Agreement as a separate work order, substantially in the form of Attachment B, specifying the start date and duration of the service request, the services to be performed, any deliverables to be furnished by Contractor and payment terms, and shall be signed by a duly authorized officer or employee of each of the parties. Each work order shall reference this Agreement and will be numbered sequentially. In the event of any conflict between the terms and conditions set forth in this Agreement and any provision(s) set forth in any work order or other attachment hereto, the terms of this Agreement shall control unless and until amended in accordance with Section 19 hereof.

3. **Payment:** MLSC shall compensate Contractor as set forth in the attached work order(s). Payments hereunder will generally be made by MLSC within forty-five (45) days following receipt of a reasonably detailed invoice from Contractor evidencing that payment is due hereunder. Contractor's invoices will include such information as is set forth on the relevant work order or as otherwise requested by MLSC.
4. **Term of the Agreement:** This Agreement shall take effect as of the Effective Date set forth in the first paragraph of this Agreement, and shall remain in effect until _____, or until Contractor has completed all services specified in the attached work order(s), whichever is later, unless terminated sooner under the provisions of Section 8.
5. **Project Personnel:** The relevant Project Personnel shall be set forth on the applicable work order. Unless otherwise agreed by the parties, each party will use all reasonable efforts to maintain the same personnel on its project team unless replacement is necessitated by the resignation, extended illness, incapacity or death of specific Project Personnel. Either party may request the removal or replacement of any individual(s) from the other party's project team but shall not do so on frivolous or vexatious grounds. Such a request shall include the reasons for the requested change. If such a request is based on reasonable grounds then each party shall use all reasonable efforts to replace the relevant individual promptly.
6. **Timely Performance:** Contractor acknowledges that expeditious completion of Contractor's services and the expeditious delivery of related deliverables is of the utmost importance to MLSC.
7. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and shall be sent either (i) by facsimile or telecopier, (ii) by courier, or (iii) by first class mail, postage, prepaid, addressed to the Project Personnel listed in the applicable work order at the addresses of such Persons indicated in the first paragraph of this Agreement (or to such other address as a party may provide by notice to the party pursuant to this Section 7), and shall be effective (i) if dispatched by facsimile or telecopier and delivery is electronically confirmed by said media, the day such electronic confirmation is received, (ii) if sent by courier, one business day after dispatch, or (iii) if sent by first class mail, five business days after its date of posting. A copy of each notice required to be sent pursuant to this Agreement shall also be sent to the General Counsel.
8. **Termination or Suspension:**
 - a) **Procedures:** This Agreement will terminate on the date specified in Section 4, unless amended in accordance with Section 19 to extend the term hereof, or unless earlier terminated or suspended as provided in this Section 8(a).
 - i) **Immediate Termination or Suspension - Bankruptcy, Fraud or Material Breach:** This Agreement shall terminate automatically, without further action by either party, in the event of a bankruptcy, receivership or insolvency filing by or against Contractor or the commission by either party of any action constituting fraud on the part of such party in its dealings with the other party or with the Commonwealth. This Agreement shall terminate (or, at the election of the notifying party, the provisions of Section 2 and/or 3 and the related provisions of any work orders shall be suspended) immediately upon receipt by a party of written notice of termination (or suspension) from the other party in the event of such party's material breach of the provisions of this Agreement. The notice shall identify the relevant Section(s) of this Agreement breached by the other party and the nature of such breach. If a party notified of suspension hereunder cures the breach referenced in the notice to the reasonable satisfaction of the notifying party within fourteen (14) days (or such greater or lesser number of days as is specified by the notifying party in said notice) of receipt of such notice, this Agreement shall automatically be reinstated and shall be in full force and effect as if the notice had not been issued; if not, this Agreement shall thereupon automatically terminate, without further action by either party, on such date.

- ii) *Cure Period for Breach of Contract:* In the event Contractor breaches any of its representations, warranties or covenants or any other provision of this Agreement, MLSC may, at its option and in lieu of or after declaring this Agreement immediately suspended or terminated under the immediately preceding clause, provide Contractor with written notice of the opportunity to cure such breach. If Contractor cures the particular breach within fifteen (15) days (or such greater or lesser number of days as is specified by MLSC in said notice) of the receipt by Contractor of such notice, this Agreement shall continue in full force and effect as if the notice had not been issued. If Contractor fails to cure such breach within such cure period, this Agreement shall thereupon automatically terminate.
 - iii) *Termination Without Cause:* MLSC may terminate the Agreement without cause at any time upon provision of written notice to Contractor at least seven (7) calendar days before the effective date of such termination.
 - iv) *Change of Law:* MLSC may terminate this Agreement at any time upon provision of written notice to Contractor in the event of the loss of availability of sufficient funding for the purposes of this Agreement, or in the event of an unforeseen public emergency or change of law mandating action by MLSC which is inconsistent with performing its obligations under this Agreement or rendering further performance by MLSC of its obligations hereunder impracticable or impossible.
- b) Obligations in Event of Termination; Survival: Upon termination of this Agreement, the parties shall have the following obligations:
- i) *Deliverables:* Contractor shall deliver to MLSC all written and tangible work product identified as deliverables in the applicable work order(s) for which services have been performed and payment has been made, and all other property of MLSC or any Applicable Third Parties, and all copies thereof in the direct or indirect possession or control of Contractor, up to and including the date of termination.
 - ii) *Payment:* Contractor shall be paid for all requested and authorized services and deliverables described in the applicable work order(s) and performed up to and including the date of termination.
 - iii) Sections 7 and Sections 9 through 23 of this Agreement shall survive termination of this Agreement.

9. **Contractor's Representations, Warranties and Certifications:** As of the date of this Agreement, and as of each date on which a work order is entered into by the parties, Contractor hereby represents, warrants and certifies under the pains and penalties of perjury as follows:
- a) Contractor is duly authorized to enter into this Agreement (including all work orders hereunder), and the execution, delivery and performance of this Agreement will not conflict with any other agreement or instrument to which it is a party or by which it is bound and will not violate any law, regulation, order or other legal requirement by which Contractor or any of its assets is bound.
 - b) Contractor and all Project Personnel of Contractor are fully capable and qualified to perform the described service(s) and Contractor's other obligations under this Agreement, and have obtained all requisite licenses and permits to perform such obligations.
 - c) Contractor and its Project Personnel are familiar with, and are and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders or requirements of the Commonwealth and other Governmental

Authorities applicable to or implicated by the subject matter of this Agreement, including, without limitation, the statutes referenced in Sections 9(d), 9(e), 14, 16 and 17.

- d) Contractor and its employees are independent contractors of MLSC, and not employees, partners or joint-venturers of MLSC. Contractor will be solely responsible for withholding and paying all applicable payroll taxes of any nature, including social security and other social welfare taxes or contributions, that may be due on amounts paid to its employees. Contractor has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System, and with all laws of the Commonwealth relating to Worker's Compensation, M.G.L. c.152.
- e) Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and M.G.L. c.151B.
- f) The Contractor represents and warrants that all personnel supplied under this Agreement are eligible to work in the United States at the time of execution of this Agreement and that Contractor has a continuing obligation to ensure such status for the duration of the Agreement.

10. **Indemnification and Insurance:**

- a) To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Commonwealth, MLSC, and each of their respective agents, officers, directors and employees (together with the Commonwealth and MLSC, 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 (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any false or fraudulent representation of Contractor under this Agreement, or (ii) any reckless or intentional misconduct of Contractor or any of Contractor's agents, officers, directors, employees or subcontractors. Without limiting the foregoing, Contractor 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 Contractor or any of its agents, officers, directors, employees or subcontractors.
- b) Contractor shall obtain and maintain in effect through the term of this Agreement appropriate insurance coverage for its activities under this Agreement, including, but not limited to, comprehensive general liability insurance (bodily injury and property damage) and professional liability insurance. At MLSC's request, Contractor will provide MLSC with copies of the certificates of insurance evidencing such coverage.

11. **Ownership of Intellectual Property:**

a) Definitions:

Custom Work Product. The term "Custom Work Product" shall mean all work items newly created by Contractor expressly on behalf of MLSC under this Agreement. Custom Work Product does not include any Contractor Property.

Deliverables. The term "Deliverables" shall mean deliverables as defined in a mutually agreed Scope of Work. Deliverables may contain Custom Work Product, Contractor Property or both.

Contractor Property: The term "Contractor Property" shall mean all pre-existing material, including, but not limited to, any products, software, materials and methodologies proprietary to Contractor or provided by Contractor and any trade secrets, know-how, methodologies and processes related to Contractor's products or services, all of which shall remain the sole and exclusive property of Contractor.

- b) License Grant: Subject to the terms of this Agreement, Contractor grants to MLSC a royalty free, non-exclusive, non-transferable, perpetual license to use the Contractor Property contained in the Deliverables provided hereunder for purposes of this Agreement.
 - c) Ownership: Custom Work Product provided by Contractor pursuant to this Agreement shall be done on a "work made for hire" basis under the Copyright Act. To the extent any such Custom Work Product shall not be deemed "work for hire" under any applicable law, Contractor hereby assigns, transfers and conveys to MLSC any and all right, title and interest it may have in and to such Custom Work Product.
12. **Nonsolicitation and Noninterference**: During the term of this Agreement and for a period of one year after the termination, Contractor shall not, directly or indirectly, either for itself or on behalf of or through any other Person:
- a) recruit, solicit, entice or persuade (or attempt to recruit, solicit, entice or persuade) any Person who is (or at any time during the year prior to termination of this Agreement was) an employee, consultant, contractor, vendor or supplier of MLSC to leave the services of MLSC for any reason;
 - b) hire (or attempt to hire) any Person who is (or at any time during the year prior to termination of this Agreement was) an employee of MLSC;
 - c) interfere with (or attempt to interfere with) MLSC's relations or arrangements with any Person who is (or at any time during the year prior to the termination of this Agreement was) an employee, or a consultant, Applicant, Contractor, Grantee Recipient, Respondent, customer, vendor, supplier or contractor of MLSC.
13. **Assignment by Contractor; Subcontracting**: MLSC may assign its rights and obligations under this Agreement to any Person who succeeds to all or any portion of MLSC's business, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in, or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the prior written consent of MLSC, nor shall Contractor subcontract any services to anyone without the prior written consent of MLSC.
14. **Conflicts of Interest**: Contractor acknowledges the application of the Massachusetts Conflict of Interest Law (M.G.L. c.268A) to the subject matter of this Agreement and that Contractor's personnel, and Contractor's subcontractor's personnel, if any, may be considered "state employees" and thus may be subject to the provisions of such law. Contractor represents and warrants that it is, and agrees that, for the duration of the term of this Agreement, it and its subcontractors, if any, shall remain in full compliance with the Massachusetts Conflict of Interest Law. Contractor further agrees to provide MLSC with the information listed in Attachment D hereto and to disclose all financial interests in the subject matter of this Agreement held by either Contractor or Contractor's other clients. Contractor and its subcontractors, if any, shall not take any action which it knows or has a reasonable basis to believe would cause any officer or employee of MLSC to participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, or association in which (s)he is directly or indirectly interested or to have any interest, direct or indirect, in this Agreement or the proceeds thereof.
15. **Record Keeping, Audit, and Inspection of Records**: Contractor shall maintain books, records and other compilations of data pertaining to its activities under this Agreement to the extent and in

such detail as shall properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of not less than seven (7) years or for such longer period as is specified by MLSC (the "Retention Period"). The Retention Period starts on the first day after final payment under this Agreement is made. 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 action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MLSC, the Commonwealth and their respective duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not permitted under this Agreement, then Contractor shall refund to MLSC the amount determined by such audit within thirty (30) days of Contractor's receipt of such audit and demand.

16. Confidentiality; Publicity:

- a) Contractor hereby agrees to protect the physical security and restrict access to all data compiled for, used by, or otherwise in the possession of Contractor in performance of the services hereunder in accordance with Contractor's reasonable business practices and as otherwise provided in this Agreement. Contractor shall comply with all applicable laws and regulations relating to confidentiality and privacy, including, without limitation, all requirements of M.G.L. c.66A implicated by the subject matter of this Agreement.
- b) Contractor has read and agrees to comply with, and will cause its agents, officers, directors, employees and subcontractors to comply with, the provisions of this Section 16 and MLSC's written policies concerning confidentiality, as set forth in Attachments C-1 and C-2 hereto and as communicated by MLSC's chief executive officer or General Counsel to Contractor from time to time. Contractor acknowledges that during the term of this Agreement it may receive, have access to or create Sensitive Information which is not generally known by the public, nor as a matter of course disseminated by MLSC, published on MLSC's website or disclosed by MLSC pursuant to the requirements of any Governmental Authority. Contractor agrees, for itself and for its agents, officers, directors, employees and subcontractors, as follows:
 - i. not at any time, whether during or after the termination of this Agreement, to divulge, disclose or reveal to any Person any such Sensitive Information, whether or not such information is produced by Contractor's own efforts, except (A) as specifically required in connection with the fulfillment of Contractor's obligations hereunder, or (B) as otherwise directed by the General Counsel in connection with a disclosure request under the Public Records Act, a request for discovery, subpoena, court or administrative order or other compulsory legal process, disclosure requirement or request relating to such Sensitive Information;
 - ii. not at any time, whether during or after the termination of this Agreement, use any Sensitive Information for Contractor's direct or indirect financial or other benefit or for the benefit of any Person related to or affiliated with Contractor or with whom Contractor is now or hereafter associated, other than MLSC, nor will Contractor use or attempt to use any Sensitive Information in any manner which could reasonably be expected to injure or cause loss, whether directly or indirectly, to MLSC or any Applicable Third Party;
 - iii. in the event that Contractor (or any of its agents, officers, directors employees or subcontractors) is questioned about Sensitive Information by anyone who is not known by Contractor to be authorized to receive or have access to such Sensitive Information, or is asked to provide Sensitive Information to any such Person, Contractor agrees to promptly notify the General Counsel and respond to the inquirer in accordance with the General Counsel's instructions; and

- iv. not at any time, whether during or after the termination of this Agreement, reproduce any Written Materials containing Sensitive Information except to the extent necessary to perform Contractor's obligations under this Agreement, nor make or use (or permit its employees or agents to use) any Written Materials other than in connection with the performance of Contractors' obligations under this Agreement and for the benefit of MLSC, it being understood and agreed that all Written Materials are, shall be and shall remain the sole and exclusive property of MLSC, and immediately upon the termination of the Agreement for any reason, Contractor shall deliver all copies of MLSC's Written Materials and all other property of MLSC in its direct or indirect possession or control to MLSC, at its main office. In addition Contractor shall, upon the termination of the Agreement, delete all Written Materials and Sensitive Information, held by Contractor as data stored on computers, floppy disks c/d roms or other electronic media.
- c) Contractor shall collaborate with MLSC's vice president of communications to prepare any public statement or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which MLSC is concerned or discussed.
- d) Contractor's obligations under Section 16(b) shall not apply to any information that Contractor can demonstrate, through written records (i) is or has become available to the public (including, without limitation, any information filed with any Governmental Authority and available to the public) other than as the result of unauthorized disclosure by Contractor or any of its agents, officers, directors, employees or subcontractors in breach hereof, (ii) was known by Contractor prior to or other than through disclosure of such information by MLSC to Contractor (including disclosure to Contractor while previously serving as an employee of or consultant to MLSC) and was learned or ascertained by Contractor from Persons who are not associated or connected with this Agreement and who rightfully possessed such information and were not themselves in a confidential relationship with MLSC, any Applicable Third Party or Contractor with respect to such information, (iii) Contractor is compelled to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, or any other compulsory administrative or legal process, provided that Contractor provides prior written notice of such disclosure to the General Counsel, (iv) is disclosed by Contractor in connection with any judicial or other proceeding involving Contractor and MLSC relating to this Agreement or (v) is disclosed with the written consent of the General Counsel.

17. Public Records:

- a) *General Statement.* As a public entity, MLSC is subject to the Massachusetts Public Records Law (M.G.L. c.66 and 66A) and thus certain documents and other materials made or received by MLSC are subject to public disclosure unless they are specifically exempted. Contractor has read and agrees to comply with, and will cause its agents, officers, directors, employees and subcontractors to comply with, MLSC's written policies concerning the Public Records Law and other legal disclosure requirements, as set forth in Attachments C-1 and C-2 hereto and as communicated by MLSC's chief executive officer or General Counsel to Contractor from time to time. MLSC's policies shall not be construed as a contractual undertaking of any kind, and Contractor specifically acknowledges that it bears the risk that any material submitted by Contractor to MLSC pursuant to this Agreement may be deemed not to qualify for a public records exemption.
- b) *Treatment of Sensitive Information.* By signing this Agreement, Contractor acknowledges, understands and agrees that the procedures set forth in Attachments C-1 and C-2 are applicable to any documents submitted by Contractor to MLSC and/or to Contractor by MLSC, including but not limited to any acknowledgements set forth therein, and that Contractor shall be bound by these procedures.

18. **Choice of Law and Forum; Equitable Relief:** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to the conflict of laws principles thereof. All legal actions arising out of or relating to this Agreement shall be commenced and maintained in a state or federal court sitting in the Commonwealth. By execution and delivery of this Agreement, each of the parties accepts for such party, generally, exclusively and unconditionally, the jurisdiction of said courts. This Section 18 shall not be construed to limit any other legal rights of the parties. Contractor acknowledges and agrees that any breach or threatened breach of this Agreement by Contractor will result in substantial, continuing and irreparable damage to MLSC. Therefore, in addition to any other remedy that may be available to MLSC, MLSC will be entitled to injunctive or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach by Contractor of the terms of this Agreement.
19. **Amendments and Waivers:** MLSC may amend Attachments C-1, C-2, and D (without any action by Contractor) to reflect changes in law or MLSC policies and shall promptly deliver any and all such amendments to Contractor in the manner provided in Section 7. Except as provided in the immediately preceding sentence, no amendment to or modification of this Agreement (including any work order), and no waiver of any provision hereof, shall be effective unless the same shall be in writing and shall be signed by each of the parties hereto. Any waiver by MLSC of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.
20. **Severability:** Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power or enforceability of any other clause or provision of this Agreement.
21. **Binding Effect; Benefit; Entire Agreement and Attachments:** This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns and shall inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the parties hereto, and no Person shall be regarded as a third party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. Furthermore, neither Contractor's nor any of its subcontractors' provision of services under this Agreement implies, establishes or otherwise creates any rights or expectations of additional contracts with MLSC, whether related or unrelated to the subject matter of this Agreement. The following (together with all exhibits, schedules and attachments thereto) are hereby incorporated into this Agreement by reference:
- a) Attachment A – Form of Work Order, and all work orders entered into in accordance with the terms of this Agreement and attached hereto.
 - b) Attachment B – Description of Services
 - c) Attachment C-1 – MLSC's Policy and Procedures Regarding Submission of Sensitive Information
 - d) Attachment C-2 -- MLSC Policy and Procedures for Holding Parties in Possession of Sensitive Information
 - e) Attachment D – Consultant/Contractor Mandatory Disclosure Form

- 22. **Headings:** The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.
- 23. **Counterparts:** This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a document under seal as of the Effective Date set forth in the first paragraph hereof.

Massachusetts Life Sciences Center

By: _____

Name: Travis McCready . _____

Title: President and CEO _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Federal Tax ID No.: _____

ATTACHMENT A

Form of Work Order

This Work Order is subject to the terms and conditions of the Agreement for Services (as amended from time to time, the "Agreement") dated _____ between Massachusetts Life Sciences Center and _____. Capitalized terms used and not otherwise defined in this Work Order shall have the meanings ascribed to such terms in the Agreement. In the event of any conflict between this Work Order and the Agreement, the Agreement shall govern.

Pursuant to the terms and conditions of the Agreement and this Work Order, MLSC and Contractor agree as follows:

1. Services: Contractor will perform services related to ***[Insert brief description of services/project]***, as more fully set forth in Attachment B hereto (the "Services").
2. Location: Contractor will provide the Services at Contractor's premises or such other premises as MLSC and Contractor may deem appropriate.
3. Deliverable(s): Contractor will provide the following deliverables: ***[Insert brief description of the deliverables and any specifications they should meet]***, as more fully set forth in Attachment B hereto (the "Deliverables").
4. Term of Work Order: This Work Order will become effective as of _____. Unless otherwise expressly agreed by MLSC in writing, Contractor shall complete the Services and provide the Deliverables described above on or before _____.
5. Payment Schedule/Milestone Schedule:
 - a) In consideration of Contractor's delivery of the Services and Deliverables, MLSC shall pay Contractor a fixed fee equal to up to \$_____, including expenses. The fee amounts shall be the sole and complete compensation for services performed by Contractor under this Work Order, including contingencies, direct and indirect expenses except as provided above, return and profit.
 - b) MLSC shall withhold _____ (___%) percent of the amount set forth in Section 5(a) until receipt and approval of the final Deliverable. Upon approval of the final deliverable by MLSC, such retainage shall be released to Contractor.
 - c) ***[Insert payment or milestone schedule, e.g., Unless otherwise agreed in writing by Contractor and MLSC, Contractor shall perform the services in accordance with the following schedule:]***

<u>Completion Date</u>	<u>Task</u>

- d) Contractor shall invoice MLSC no more frequently than monthly nor less frequently than quarterly. Payments hereunder will be made by MLSC within forty-five (45) days following receipt of reasonably detailed invoices from Contractor. Contractor's invoice shall be in a format consistent with the tasks set forth in Attachment B. Invoices shall provide reasonable documentation to provide evidence of costs incurred, including:
 - i. Description of services; and

Master Agreement for Services: (Insert Company Name)

- ii. Direct charges: all direct costs shall be itemized on the invoice and supported by documentation such as vendor invoices, travel vouchers, expense receipts or other documentation as requested by MLSC.

6. Project Personnel:

For Contractor:
For MLSC:

- 7. Contractor hereby represents and warrants that, as of the date of this Work Order, all of the representations, warranties and certifications of Contractor set forth in the Agreement are true and correct and Contractor is in compliance with all of Contractor's obligations under the Agreement and each other Work Order between MLSC and Contractor.

Massachusetts Life Sciences Center

[Insert Contractor's Name]

By: _____

By: _____

Name: Travis McCready

Name: _____

Title: President and Chief Executive Officer

Title: _____

Date: _____

Date: _____

ATTACHMENT B

Description of Services

Targeted Audiences

The marketing language should be designed to inform and influence the MLSC's multiple stakeholders and audiences. They include life science businesses seeking to expand in or locate in Massachusetts; elected municipal and state officials; industry and civic leaders engaged in advancing the life sciences ecosystem in Massachusetts; students and academic advisors to increase their knowledge and career opportunities; academic and research institutions including our teaching hospitals; spaces designed to advance start-up companies including incubators, accelerators, and co-working spaces; and the media.

Scope of Services

Brand Strategy/ Message Development:

Assess and define current brand positioning and messaging strategy. Elevate the brand story and position the organization to achieve a new level of success aligned with our mission, business goals and objectives by increasing brand visibility. Update the brand messaging and design elements of the Center.

Review, evaluate and recommend new messaging for the Center's overall brand identity, web site, and marketing materials focused on the Center's industry programs, academic and workforce development programs, capital investments and business development efforts, the Massachusetts life sciences ecosystem, and the MLSC's impact, both on the Massachusetts economy and on patient care.

Develop options for a new tag line for the Center, to accompany the existing agency logo, potentially replacing "Investing in the State of Innovation". New tagline should emphasize Center's reach across the state and impact on patient health through investment.

Design new collateral template to effectively convey the scope of MLSC programs for different life sciences stakeholder communities, including an overview or business development piece.

Create MLSC-branded print and PowerPoint templates consistent with new messaging.

Develop content for an infographic series and infographic template highlighting key data points and success metrics for the MLSC.

Select stock photography or incorporate our own custom photography to enhance our marketing collateral

Website Redesign:

Develop and publish a website that accurately and dynamically presents the mission, benefits, and accomplishment of the Center and showcase Massachusetts as the best location for life sciences companies.

Provide a user-friendly online presence for the Center that is easy to navigate

Improve lead generation from the website (including identifying who has been on the website when possible)

Improve SEO ranking for defined keywords

Provide a content rich site that is easy to self-modify and that will promote the Center's thought leadership

Development, Navigation, and Graphic Design:

Update the overall look, feel and message of the MLSC website and add desired functionality. Use information design best practices to design site layouts, including hypertext structure and content

organization and navigation tools: buttons, menu bars, icons, etc. Desired additional MLSC website functionality and features include but are not limited to the following:

A submission form for “Events” listings to be easily updated on the website. Current process involves manual entry to events section and should be simplified.

An interactive element detailing the MLSC’s investment activity, such as mapping of programmatic investments, Internship Challenge host companies, etc.

A life sciences asset database that intuitively documents resources available to companies within the state for the growth and development of their organizations.

Create an integrated blog in the same design language as main website for CEO’s personal thoughts on the life sciences.

Perform use and security testing for site with representatives of the intended user group and technical team, to ensure the site meets necessary compliance and MLSC standards.

Graphical Look and Feel

This website upgrade will incorporate updated branding. MLSC is seeking a partnership with a branding/website vendor capable of delivering graphics with a more competitive look and feel MLSC will provide all relevant logos.

Content Management /Maintenance

MLSC must be able to update text as well as graphics throughout the website. Specify graphical update capability including file types required as well as if there are limitations on placement within a page. Identify if navigational elements are covered such as allowing the ability to add new navigation tabs or sub-tabs. CMS should be compatible with the latest Microsoft OS and IE. Also identify CMS training offered and security for access. Develop a website that can be easily maintained and updated by staff. Develop website maintenance documentation sufficient for MLSC to support website. Set up the website so future expansion of functionality and applications can be incorporated.

Development Site

MLSC would prefer the ability to work with a development website that “mirrors” the live site. A CMS-enabled dev site allows the ability to make change and then circulate for review prior to going to a live site. Please state if the dev site can automatically populate the live site or if a manual copy and paste is required.

Website Analytics

The entire site must be Google Analytics-enabled. A vendor may also offer an alternative analytics solution as an option. Review and advise on current monitoring and evaluation controls (i.e. analytics) to measure from where traffic is coming; interaction and sharing activity; and if those visiting the social site are also visiting the website. Recommend any necessary changes.

SEO

Provide a description of Search Engine Optimization services needed. Define functions such as number of keywords to be used, link building, tags and other efforts comprising the SEO offer. Register and set up search criteria on major search engines. Advise on search engine optimization options and implementation.

Hosting Site

Assess the MLSC’s current hosting environment. MLSC is seeking a 24X7 hosting environment that includes a service-level agreement of 99 percent uptime, with backup/restore options. MLSC currently has hosting resources through Amazon. Recommend appropriate hosting options.

Identify Website Visitors

MLSC seeks the ability to identify who is visiting the website (beyond Google Analytics) for lead generation and competitive intelligence. Please provide information and relevant pricing to accomplish these tasks.

News Section

Content Management must enable updates to News section for Press Releases, Announcements, and Media Clips. There should be a section on the home page that is covered by the content management so that MLSC can easily add links to these new sections.

ATTACHMENT C-1

The Massachusetts Life Sciences Center ("MLSC") is subject to the requirements concerning disclosure of public records under the Massachusetts Public Records Act, M.G.L. c. 66 (the "Public Records Act"), which governs the retention, disposition and archiving of public records. For purposes of the Public Records Act, "public records" include all books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by MLSC. As a result, any information submitted to MLSC by a grant applicant, recipient grantee, respondent to a request for response (including, but not limited to an RFQ, RFP and RFI), contractor, or any other party (collectively the "Submitting Party") is subject to public disclosure as set forth in the Public Records Act.

The foregoing notwithstanding, "public records" do not include certain materials or data which fall within one of the specifically enumerated exemptions set forth in the Public Records Act or in other statutes, including MLSC's enabling act, M.G.L. Chapter 23I. One such exemption that may be applicable to documents submitted by a Submitting Party is for any documentary materials or data made or received by MLSC that consists of trade secrets or commercial or financial information regarding the operation of any business conducted by the Submitting Party, or regarding the competitive position of such Submitting Party in a particular field of endeavor (the "Trade Secrets Exemption").

In the event that a Submitting Party wishes to submit certain documents to MLSC and believes such a document or documents may be proprietary in nature and may fall within the parameters of the Trade Secrets Exemption and/or some other applicable exemption, the following procedures shall apply:

1. At the time of the Submitting Party's initial submission of documents to MLSC, the Submitting Party must provide a cover letter, addressed to MLSC's General Counsel, indicating that it is submitting documents which it believes are exempt from public disclosure, including a description of the specific exemption(s) that the Submitting Party contends is/are applicable to the submitted materials, a precise description of the type and magnitude of harm that would result in the event of the documents' disclosure, and a specific start date and end date within which the claimed exemption applies. If different exemptions, harms and/or dates apply to different documents, it is the Submitting Party's responsibility and obligation to provide detailed explanations for each such document.
2. At the time of the Submitting Party's initial submission of documents to MLSC, the Submitting Party must also clearly and unambiguously identify each and every such document that it contends is subject to an exemption from public disclosure as "Sensitive Information." It is the Submitting Party's responsibility and obligation to ensure that all such documents are sufficiently identified as "Sensitive Information," and Submitting Party's designation must be placed in a prominent location on the face of each and every document that it contends is exempt from disclosure under the Public Records Act.
3. Documents that are not accompanied by the written notification to MLSC's General Counsel or are not properly identified by the Submitting Party as "Sensitive Information" at the time of their initial submission to MLSC are presumptively subject to disclosure under the Public Records Act, and the procedures for providing the Submitting Party with notice of any formal public records request for documents, as set forth below, shall be inapplicable.
4. At the time MLSC receives documents from the Submitting Party, any such documents designated by Submitting Party as "Sensitive Information" shall be segregated and stored in a secure filing area when not being utilized by appropriate MLSC staff. By submitting a grant application, request for response, or any other act that involves the submission of information to MLSC, the Submitting Party certifies, acknowledges and agrees that (a) MLSC's receipt, segregation and storage of documents designated by Submitting Party as "Sensitive Information" does not represent a finding by MLSC that such documents fall within the Trade Secrets Exemption or any other exemption to the Public Records Act, or that the documents are

otherwise exempt from disclosure under the Public Records Act, and (b) MLSC is not liable under any circumstances for the subsequent disclosure of any information submitted to MLSC by the Submitting Party, whether or not such documents are designated as "Sensitive Information" or MLSC was negligent in disclosing such documents.

5. In the event that MLSC receives an inquiry or request for information submitted by a Submitting Party, MLSC shall produce all responsive information without notice to the Submitting Party. In the event that the inquiry or request entails documents that the Submitting Party has previously designated as "Sensitive Information" in strict accordance with this Policy, the inquiring party shall be notified in writing that one or more of the documents it has requested has been designated by the Submitting Party as "Sensitive Information", and, if not already submitted, that a formal, written public records request must be submitted by the requesting party to MLSC's General Counsel for a determination of whether the subject documents are exempt from disclosure.
6. Upon the General Counsel's receipt of a formal, written public records request for information that encompass documents previously designated by Submitting Party as "Sensitive Information", the Submitting Party shall be notified in writing of MLSC's receipt of the public records request, and MLSC may, but shall not be required to provide Submitting Party an opportunity to present MLSC with information and/or legal arguments concerning the applicability of the Trade Secrets Exemption or some other exemption to the subject documents.
7. The General Counsel shall review the subject documents, the Public Records Act and the exemption(s) claimed by the Submitting Party in making a determination concerning their potential disclosure.
8. MLSC shall provide the requesting party and Submitting Party with written notice of its determination that the subject documents are either exempt or not exempt from disclosure.
9. In the event that MLSC determines that the subject documents are exempt from disclosure, the requesting party may seek review of MLSC's determination before the Supervisor of Public Records, and MLSC shall notify the Submitting Party in writing in the event that the requesting party pursues a review of MLSC's determination.
10. In the event the requesting party pursues a review of MLSC's determination that the documents are exempt from disclosure and the Supervisor of Public Records concludes that the subject documents are not exempt from disclosure and orders MLSC to disclose such documents to the requester, MLSC shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.
11. In the event that MLSC determines that the subject documents are not exempt from disclosure or the General Counsel determines that, under the circumstances and in his discretion, MLSC shall not assert an exemption, MLSC shall notify the Submitting Party in writing prior to the disclosure of any such documents, and Submitting Party may pursue injunctive relief or any other course of action in its discretion.

All documents submitted by Submitting Party, whether designated as "Sensitive Information" or not, are not returnable to Submitting Party.

ATTACHMENT C-2

MLSC POLICY AND PROCEDURES FOR HOLDING PARTIES IN POSSESSION OF SENSITIVE INFORMATION

From time to time, consultants, contractors, grantees, as well as other third parties interacting with MLSC (collectively, the "Holding Party") may receive, have access to or create confidential, proprietary or otherwise sensitive information regarding MLSC, its activities, its employees and/or third parties, such as applicants, consultants, grantees, recipients or respondents under MLSC programs, which information is not generally known by or disseminated to the public as a matter of course. Information of this nature is sometimes referred to in this Agreement as "Sensitive Information." MLSC expects all Holding Parties to maintain the highest degree of professionalism, integrity and propriety with respect to Sensitive Information at all times. In addition, the Massachusetts Conflict of Interest Statute, M.G.L. Chapter 268A, prohibits current and former state employees (defined in the statute to include regular full-time and part-time employees, elected or appointed officials and independent contractors) from improperly disclosing certain categories of Sensitive Information or using it to further their personal interests, and the Massachusetts Fair Information Practices Act, M.G.L. Chapter 66A, contains numerous legal requirements aimed at protecting "personal data" from improper disclosure.

MLSC's policy regarding a Holding Party's possession of Sensitive Information has two key elements:

1. Holding Parties should not request or accept any more Sensitive Information -- whether of a business or personal nature -- than is reasonably necessary under the circumstances; and
2. In the absence of a specific legal requirement compelling disclosure of Sensitive Information in a particular instance, all Holding Parties are expected to take appropriate measures to safeguard such information from improper use and disclosure.

Because the relevant legal requirements and the nature and scope of the information in question can create uncertainty, **HOLDING PARTIES ARE URGED TO CONFER WITH MLSC'S GENERAL COUNSEL IF THEY HAVE ANY QUESTIONS ABOUT CONFIDENTIALITY, THE SCOPE OR PROPER TREATMENT OF SENSITIVE INFORMATION, OR MLSC'S POLICIES OR PROCEDURES WITH RESPECT TO SUCH TOPICS.** Holding Parties shall not substitute their own judgment for that of MLSC's General Counsel in deciding whether particular information is innocuous data or Sensitive Information that should be handled with care, or the advisability or sufficiency of safeguards with respect to particular types of information. **FAILURE TO COMPLY WITH THE POLICIES AND PROCEDURES RELATING TO SENSITIVE INFORMATION AND MLSC'S OBLIGATIONS PURSUANT TO THE PUBLIC RECORDS ACT AND OTHER LEGAL DISCLOSURE REQUIREMENTS CAN RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT, AND/OR POTENTIAL LEGAL LIABILITY.**

IT SHOULD BE NOTED THAT THE OBLIGATIONS UNDER THESE POLICIES CONTINUE EVEN AFTER MLSC'S RELATIONSHIP WITH A PARTICULAR APPLICANT, RECIPIENT OR OTHER THIRD PARTY ENDS OR THIS AGREEMENT TERMINATES.

In the absence of a specific legal requirement necessitating disclosure of particular information in a specific instance, Holding Parties are expected to protect Sensitive Information from improper use and disclosure at all times. The following are examples of the kinds of protective procedures that should be followed:

- **Limited Communication to MLSC Personnel:** Sensitive Information should not be communicated to other MLSC employees or consultants, except to the extent that they need to know the information to fulfill their MLSC mission-related responsibilities and their knowledge of the information is not likely to result in misuse or a conflict of interest.
- **Limited Communication to Non-MLSC Personnel:** Sensitive Information should not be communicated to anyone outside MLSC, including family members, except to the extent outside parties need to know the information in order to provide necessary services to MLSC, its Holding Parties or as otherwise directed by the General Counsel to comply with legal requirements necessitating disclosure, such as proper requests under the Public Records Act.

- **Notification of Confidentiality:** When Sensitive Information is communicated to any person outside MLSC, the individual receiving such information should be informed of its sensitive nature and the need to safeguard such information from improper use and disclosure. When Sensitive Information is communicated to parties inside MLSC, the procedures set forth in Attachment D-1 are applicable. MLSC may require that Holding Parties execute a confidentiality agreement that has either been provided or approved by the General Counsel before Sensitive Information is disclosed to them.
- **MLSC Use Only:** Sensitive Information should only be used for MLSC purposes. Under no circumstances may a present or former Holding Party "trade on" such information or otherwise use it, directly or indirectly, for personal gain or for the benefit of any party other than the owner of such information.
- **Prevention of Eavesdropping, Unauthorized Viewing, etc.:** Sensitive matters should not be discussed in restaurants, on public transportation or in other public places or in locations, such as hallways, elevators and building lobbies, where unauthorized individuals could overhear the discussion. Similarly, Sensitive Information should not be exchanged or discussed via cordless or cellular phones or similar "non-secure" communication lines. Speaker phones can amplify conversations and should be used with care when discussing Sensitive Information. Common sense precautions should also be taken with respect to Sensitive Information in written form, such as stamping or marking such documents "CONFIDENTIAL" to flag them for special handling, limiting access to files to those with an MLSC-related "need to know," locking documents that contain Sensitive Information in desk drawers or file cabinets when you are away from your desk, carefully limiting the circumstances in which (and exercising appropriate care when) such materials leave MLSC's office, delivering sensitive materials to others in sealed envelopes, and limiting the addressees and "cc's" of letters, memoranda, emails and other communications containing Sensitive Information to those individuals who reasonably need to see such communications. Data stored on personal computers, and floppy disks, c/d roms and other electronic media containing Sensitive Information, should be properly secured to keep them from being accessed by unauthorized individuals. Documents containing Sensitive Information that are sent to printers should be picked up promptly.
- **Communications With the Public; Compulsory Legal Process:** All contacts with the media and all speeches or other oral or written public statements made on behalf of MLSC, or concerning its activities, applicants or recipients, must be cleared in advance by MLSC's Communications Director. In speeches and statements *not* made on behalf of MLSC, proper care should be taken to avoid any implication that MLSC endorses the views expressed. All disclosure requests under the Public Records Act or in the form of requests for discovery, subpoenas, court or administrative orders or the like must also be referred to the General Counsel for appropriate handling.

QUESTIONS CONCERNING WHETHER A GIVEN TYPE OF INFORMATION OR DOCUMENT IN A HOLDING PARTY'S POSSESSION IS A "PUBLIC RECORD," AND THUS SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS ACT, OR IS COVERED BY AN AVAILABLE EXEMPTION, SHOULD BE DIRECTED TO MLSC'S GENERAL COUNSEL. NO OTHER MLSC EMPLOYEE IS AUTHORIZED TO MAKE SUCH ASSESSMENTS OR TO PROVIDE ANY GUIDANCE TO A HOLDING PARTY CONCERNING POTENTIAL DISCLOSURE OF ANY INFORMATION PROVIDED TO OR IN POSSESSION OF A HOLDING PARTY.

IN ADDITION, ALL COMMUNICATIONS SEEKING INSPECTION OR OTHER DISCLOSURE OF MATERIALS IN A HOLDING PARTY'S POSSESSION UNDER THE PUBLIC RECORDS ACT MUST BE REFERRED PROMPTLY TO THE GENERAL COUNSEL. SIMILARLY, ALL SUBPOENAS AND OTHER LEGAL PROCESS DOCUMENTS REQUESTING OR SEEKING TO COMPEL DISCLOSURE OF MATERIALS IN A HOLDING PARTY'S POSSESSION MUST BE DELIVERED OR PROMPTLY FORWARDED TO THE GENERAL COUNSEL UPON RECEIPT.

ATTACHMENT D
CONSULTANT/CONTRACTOR MANDATORY DISCLOSURE FORM

Additional Income Disclosure. The following represent any contracts, grants with, or other income from the Commonwealth, including any political subdivision or public authority, in effect at the time of execution of this Agreement. Enter N/A if none. Attach additional sheets as necessary.

Disclosure of Persons with Financial Interest. The following individuals have a financial interest in the Agreement and/or more than one percent (1%) interest in the capital stock of Consultant/Contractor. Enter N/A if none. Attach additional sheets as necessary.

Conflict of Interest. Consultant/Contractor acknowledges that the individuals performing services under this Agreement may be considered "state employees" subject to the provisions of the Massachusetts Conflict of Interest Law, M.G.L. c.268A, and certifies that these individuals are familiar with the restrictions imposed thereon.

Key Personnel. Attach a resume for all key personnel to be assigned to the performance of this Agreement.

The information submitted herein is certified by Consultant/Contractor to be accurate and signed under the pains and penalty of perjury.

Name of Consultant/Contractor: _____

Signature: _____

Name: _____

Title: _____

Date: _____