MASSACHUSETTS TECHNOLOGY COLLABORATIVE
75 NORTH DRIVE
WESTBOROUGH, MASSACHUSETTS 01581

MASSTECH INTERN PARTNERSHIP

Summer 2016

INTERN SPONSORSHIP AGREEMENT

This INTERN SPONSORSHIP AGREEMENT (as amended from time to time, the "Agreement") is made and entered into as of _____INSERT DATE_____(the "Effective Date") by and between the Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative ("MassTech"), an independent public instrumentality of the Commonwealth of Massachusetts with a principal office and place of business at 75 North Drive, Westborough, Massachusetts, 01581 and _____INSERT COMPANY NAME_____, referred herein as the "Internship Company" identified in the attached Stipend Application Checklist (Attachment A-3). MassTech and Internship Company are collectively referred to herein as the "Parties".

WHEREAS, Internship Company has availed itself of MassTech resources, to engage one or more interns (each, an "Intern") for work in digital technology startups and innovation companies as provided for in Chapter 46 of the Acts of 2015, for a period, to be determined by the Internship Company in consultation with the Intern, that begins no sooner than May 1, 2016, and is projected to run through no later than September 15, 2016 (the "Internship"); and

WHEREAS, to provide Intern with an opportunity to learn about digital technology startups and innovation company career opportunities in the Commonwealth of Massachusetts in particular, to gain valuable work experience, to develop professional relationships that will enhance Intern career development in Massachusetts, and to promote a talent pipeline within the Commonwealth, MassTech shall reimburse Internship Company for an internship stipend, as more fully set forth below.

NOW, THEREFORE, in consideration of the promises, 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. Employment Status and Location/Internship Company Representations.

   a) The Parties agree that, at no time during the term of this Agreement, shall any Intern be deemed or otherwise considered to be an employee, intern or agent of MassTech for any purpose. The terms and conditions of the Internship shall be set by Intern and the Internship Company and MassTech shall have no responsibility, liability or oversight authority whatsoever with respect to Intern or the Internship.

   b) Internship Company represents and warrants that it has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out its obligations, including the services to be performed by any Intern under this Agreement. Internship Company further represents and warrants that it can lawfully enter into this Agreement, and that its performance of its obligations hereunder will not breach or conflict with any of its other agreements or obligations.

   c) All Interns providing services to Internship Company hereunder shall, at all times, be W-2 employees of Internship Company. Internship Company is responsible for withholding and paying all required taxes, Medicare, social security and other deductions and payments related to services performed under this Agreement by Interns. Internship Company agrees that MassTech shall have no responsibility of any kind for such withholding or payment of taxes, Medicare, social security or other deductions or payments. Internship Company further agrees that it is solely responsible for producing, filing, submitting and distributing any and all required statutory reports and forms relating to Interns and that it will satisfy all applicable statutory employment related levies associated with Interns.

   d) Internship Company is responsible for obtaining and maintaining all employment-related insurances mandated by federal, state and local government laws and regulations (including,

without limitation, workers' compensation at prescribed statutory limits and unemployment insurance) during the term of this Agreement, and expressly agrees that MassTech shall have no responsibility in this regard.

e) Internship Company shall be responsible for providing any salary, wages or other benefits to Interns at the rates of pay (including overtime, if applicable) required by federal, state and local laws for such services. Internship Company agrees that it will comply with all applicable federal, state and local employment and wage laws and regulations.

f) Interns shall not be treated as employees of MassTech in any respect, including (without limitation) for the purposes of federal, state and local employment, wage and tax laws, regulations and codes. Because Interns are and will not be employees of MassTech, they are not eligible for, and shall not participate in, any of MassTech's employee pension, health insurance, compensation or other benefit plans.

g) Internship Company shall hold MassTech free and harmless from any and all payments, fines, judgments, penalties, interest, settlements, attorneys' fees, and legal costs arising from or relating in any way to (i) the failure by Internship Company to comply fully with its obligations under this Section 1; and (ii) claims by any Interns that they are the employee of MassTech.

2. Direction of Duties. Each Intern shall at all times be subject to the ultimate direction of the Internship Company, and shall perform any and all duties with respect to the Internship at such times, in such manner and at such location as may be required by the Internship Company.

3. Stipend Reimbursement.

a) Internship Company shall provide a stipend to each Intern (the "Stipend"). As a condition of this Agreement, Internship Company is required to provide at least a 1:1 match of the funds requested from MassTech. Therefore, Internship Company can request up to 50% of the wages paid for each Intern subject to the limitations set forth below. MassTech shall reimburse Internship Company on the basis of hours worked for each such Stipend (the "Reimbursement"); provided, however, that in no event shall MassTech be required to reimburse Internship Company for any amounts in excess of four thousand eight hundred dollars ($4,800.00) in the aggregate for each Intern. Such Reimbursement may include the cost of any employer portion of the payroll tax paid on behalf of the Intern by the Internship Company.

b) With respect to the one or more Interns identified in Section 3.c below and upon completion of the Measurement Period (as defined below), Internship Company shall provide MassTech with a signed and completed Reimbursement Checklist, (Attachment A-4) that such Intern has performed the required duties of the Internship for such Measurement Period; the Reimbursement Spreadsheet (incorporated herein as Attachment 5 for reference), which details the hours worked, amount requested for reimbursement, match amount; and proof of payment of the Stipend to Intern. Promptly upon MassTech's receipt of such documentation, and in no event longer than forty-five (45) business days after such receipt, MassTech shall reimburse Internship Company for such portion of the Stipend applicable to such period. Reimbursement documentation must be submitted to MassTech no more than thirty (30) days following the conclusion of the Internship.

c) With respect to the Interns(s) identified in the attached Stipend Application Checklist (Attachment A-3) the "Measurement Period" shall mean and refer to the period commencing on (i) the earliest start date of any Intern and ending on (ii) the latest end date of the last Intern's Internship. In the case of multiple interns, this means that the Measurement Period ends on the day that the last Intern completes his/her Internship.

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

4. Term. This Agreement shall commence on the Effective Date and shall expire on the date on which MassTech reimburses Internship Company in full for all portions of any Stipend that are due and

payable and not in dispute, or such earlier date if this Agreement is terminated pursuant to Section 5 below.

5. Termination. The Agreement may be terminated by MassTech immediately upon delivery of written notice of termination to Internship Company in accordance with Section 12 below for any breach of this Agreement or in the event Intern does not substantially perform the duties of the Internship, as defined by the Internship Company. MassTech agrees to reimburse Internship Company for any hours worked by Intern prior to termination of this Agreement, subject at all times to the requirements and limitations set forth in Section 3 above. MassTech may also terminate this Agreement in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate action by MassTech that is inconsistent with performing its obligations under this Agreement.

6. Release.

   a) In exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, Internship Company, any of its parents, subsidiaries or affiliates, predecessors, successors or assigns, and its respective current and/or former partners, directors, shareholders/stockholders, officers, employees, attorneys and/or agents, all both individually and in their official capacities, absolutely and unconditionally hereby release, remise, discharge, and hold harmless the Releasees (defined to include the Commonwealth of Massachusetts, MassTech, and/or any of their parents, subsidiaries or affiliates, predecessors, successors or assigns, and its respective current and/or former partners, directors, shareholders/stockholders, officers, employees, attorneys and/or agents, all both individually and in their official capacities), from any and all Claims (as defined below). This release is intended and acknowledged by Internship Company to be all encompassing and to act as a full and total release of any such claims demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, whether specifically enumerated herein or not.

   b) For purposes of this Agreement, "Claims" shall mean and refer to actions or causes of action, suits, claims, complaints, contracts, liabilities, agreements, promises, contracts, torts, debts, damages, controversies, judgments, rights and demands, whether existing or contingent, known or unknown, suspected or unsuspected, that Internship Company may have or have had against the Releasees arising from conduct occurring up to and through the date on which you signed this Agreement, including, but not limited to, (i) any contract, whether oral or written, express or implied; any tort; (ii) any claim arising from or relating to the Internship, including, without limitation, use of MassTech's resources such as the Internship Program website or the posting of a resume or other personal information of Intern on such website in connection with the Internship); (iii) any action or omission of Intern including, without limitation, any negligence, fraud or other misconduct by Intern (including his or her representatives, agents, estate, heirs, successors and assigns); and (iv) any claim for equity or other benefits; or any other statutory and/or common law claim.

7. Covenants and Representations. Internship Company hereby covenants and agrees that no Related Party company has registered to be an Internship Company, during the Internship (as defined above). For purposes of this Agreement, a Related Party means any person or entity directly or indirectly Controlling, Controlled by or under Common Control with the Internship Company. As used herein, "Control" (including the correlative meanings of the terms "Controlling," "Controlled by" and "under Common Control with"), as used with respect to any person or entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such person or entity whether through ownership of voting securities, by contract or otherwise.

8. No Representations. MassTech's Internship Program website acts as a venue for employers to post internship opportunities and intern candidates to post resumes for possible matches with such employers. MassTech does not screen or censor the listings, including resumes offered. MassTech is not involved in the actual transaction between employers and candidates. As a result, MassTech has no control over the quality, safety or legality of the internships, resumes or other content posted,

the truth or accuracy of the listings, the ability of employers to offer internship opportunities to candidates or the ability of candidates to fill internship openings and MassTech makes no representations about any internships, resumes or other content posted on the Internship Program website.

9. Assumption of Risk. Internship Company assumes all risks associated with dealing with prospective interns with whom it comes into contact through the Internship Program Site and/or other MassTech sites.

10. Public Records. As a public entity, MassTech 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 MassTech are subject to public disclosure unless they are specifically exempted. Internship Company has read and agrees to comply with MassTech's written policies concerning the Public Records Law and other legal disclosure requirements, as set forth in Attachments A-1 and A-2 hereto and as communicated by MassTech's General Counsel to Internship Company from time to time. MassTech's policies shall not be construed as a contractual undertaking of any kind, and Internship Company specifically acknowledges that it bears the risk that any material submitted by Internship Company to MassTech pursuant to this Agreement or the Internship Program may be deemed not to qualify for a public records exemption.

11. 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 of Massachusetts, 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 court sitting in the Commonwealth of Massachusetts. 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 shall not be construed to limit any other legal rights of the Parties.

12. Notices. Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and shall be sent either (i) by facsimile, (ii) by courier, or (iii) by first class mail, postage prepaid, addressed to the project personnel listed herein 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), and shall be effective (i) if dispatched by facsimile 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, (iii) if sent by first class mail, five business days after its date of posting. Notices to MassTech shall be addressed to MassTech's General Counsel. Notices to Internship Company shall be sent to Internship Company's address listed in the preamble to this Agreement.

13. 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.

14. Binding Effect, Benefit, Entire Agreement and Exhibits. 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. The foregoing reflects the entire agreement between the Parties and supersedes any prior written or oral understanding between the Parties concerning the subject matter of this Agreement. The Parties may only amend this Agreement in the form of a written amendment that is executed by all Parties and attached hereto upon execution. 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. All exhibits and schedules hereto are hereby incorporated into this Agreement by reference.

15. 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.

16. 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 executed this Agreement as of the Effective Date set forth above.

Massachusetts Technology Park Corporation
D/b/a Massachusetts Technology Collaborative

By:_____
Name: Philip F. Holahan
Title: Deputy Executive Director & General Counsel
Date:_____

_____

By:_____
Name:_____
Title:_____
Date:_____

ATTACHMENT A-1

THE MASSACHUSETTS TECHNOLOGY COLLABORATIVE
POLICY AND PROCEDURES REGARDING SUBMISSION OF "SENSITIVE INFORMATION"

The Massachusetts Technology Collaborative, the Massachusetts Broadband Institute, the Massachusetts e-Health Institute, and John Adams Innovation Institute (collectively referred to herein as the "Mass Tech Collaborative") are 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 the Mass Tech Collaborative. As a result, any information submitted to the Mass Tech Collaborative 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 the Mass Tech Collaborative's enabling act, M.G.L. Chapter 40J. 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 the Mass Tech Collaborative 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").

IT IS THE MASS TECH COLLABORATIVE'S EXPECTATION AND BELIEF THAT THE OVERWHELMING PERCENTAGE OF DOCUMENTS IT RECEIVES FROM A SUBMITTING PARTY DOES NOT CONTAIN ANY INFORMATION THAT WOULD WARRANT AN ASSERTION BY THE MASS TECH COLLABORATIVE OF AN EXEMPTION FROM THE PUBLIC RECORDS ACT. SUBMITTING PARTIES SHOULD THEREFORE TAKE CARE IN DETERMINING WHICH DOCUMENTS THEY SUBMIT TO THE MASS TECH COLLABORATIVE, AND SHOULD ASSUME THAT ALL DOCUMENTS SUBMITTED TO THE MASS TECH COLLABORATIVE ARE SUBJECT TO PUBLIC DISCLOSURE WITHOUT ANY PRIOR NOTICE TO THE SUBMITTING PARTY AND WITHOUT RESORT TO ANY FORMAL PUBLIC RECORDS REQUEST.

In the event that a Submitting Party wishes to submit certain documents to the Mass Tech Collaborative 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 the Mass Tech Collaborative, the Submitting Party must provide a cover letter, addressed to the Mass Tech Collaborative'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 the Mass Tech Collaborative, 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.

INFORMATION SUBMITTED TO THE MASS TECH COLLABORATIVE IN ANY FORM OTHER THAN A HARD COPY DOCUMENT WILL NOT BE SUBJECT TO THE PROCEDURES SET FORTH IN THIS POLICY. FOR EXAMPLE, INFORMATION SUBMITTED

BY E-MAIL, FACSIMILE AND/OR VERBALLY WILL NOT BE SUBJECT TO THESE PROCEDURES AND MAY BE DISCLOSED AT ANY TIME WITHOUT NOTICE TO THE SUBMITTING PARTY.

3. Documents that are not accompanied by the written notification to the Mass Tech Collaborative's General Counsel or are not properly identified by the Submitting Party as "Sensitive Information" at the time of their initial submission to the Mass Tech Collaborative 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 the Mass Tech Collaborative 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 the Mass Tech Collaborative staff. By submitting a grant application, request for response, or any other act that involves the submission of information to the Mass Tech Collaborative, the Submitting Party certifies, acknowledges and agrees that (a) the Mass Tech Collaborative's receipt, segregation and storage of documents designated by Submitting Party as "Sensitive Information" does not represent a finding by the Mass Tech Collaborative 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) the Mass Tech Collaborative is not liable under any circumstances for the subsequent disclosure of any information submitted to the Mass Tech Collaborative by the Submitting Party, whether or not such documents are designated as "Sensitive Information" or the Mass Tech Collaborative was negligent in disclosing such documents.

5. In the event that the Mass Tech Collaborative receives an inquiry or request for information submitted by a Submitting Party, the Mass Tech Collaborative 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 the Mass Tech Collaborative'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 the Mass Tech Collaborative's receipt of the public records request, and the Mass Tech Collaborative may, but shall not be required to provide Submitting Party an opportunity to present the Mass Tech Collaborative 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.

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

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

8. The Mass Tech Collaborative 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 the Mass Tech Collaborative determines that the subject documents are exempt from disclosure, the requesting party may seek review of the Mass Tech Collaborative's determination before the Supervisor of Public Records, and the Mass Tech Collaborative shall notify the Submitting Party in writing in the event that the requesting party pursues a review of the Mass Tech Collaborative's determination.

10. In the event the requesting party pursues a review of the Mass Tech Collaborative'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 Mass Tech Collaborative to disclose such documents to the requester, the Mass Tech Collaborative 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 the Mass Tech Collaborative determines that the subject documents are not exempt from disclosure or the General Counsel determines that, under the circumstances and in his discretion, the Mass Tech Collaborative shall not assert an exemption, the Mass Tech Collaborative 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.

THE SUBMITTING PARTY'S SUBMISSION OF DOCUMENTATION TO THE MASS TECH COLLABORATIVE SHALL REQUIRE A SIGNED CERTIFICATION THAT SUBMITTING PARTY ACKNOWLEDGES, UNDERSTANDS AND AGREES WITH THE APPLICABILITY OF THE FOREGOING PROCEDURES TO ANY DOCUMENTS SUBMITTED TO THE MASS TECH COLLABORATIVE BY SUBMITTING PARTY AT ANY TIME, INCLUDING BUT NOT LIMITED TO THE ACKNOWLEDGEMENTS SET FORTH HEREIN, AND THAT SUBMITTING PARTY SHALL BE BOUND BY THESE PROCEDURES.

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

ATTACHMENT A-2

THE MASS TECH COLLABORATIVE 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 the Mass Tech Collaborative (collectively, the "Holding Party") may receive, have access to or create confidential, proprietary or otherwise sensitive information regarding the Mass Tech Collaborative, its activities, its employees and/or third parties, such as applicants, consultants, grantees, recipients or respondents under the Mass Tech Collaborative 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." Mass Tech Collaborative 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.

The Mass Tech Collaborative'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 THE MASS TECH COLLABORATIVE'S GENERAL COUNSEL IF THEY HAVE ANY QUESTIONS ABOUT CONFIDENTIALITY, THE SCOPE OR PROPER TREATMENT OF SENSITIVE INFORMATION, OR THE MASS TECH COLLABORATIVE'S POLICIES OR PROCEDURES WITH RESPECT TO SUCH TOPICS**. Holding Parties shall not substitute their own judgment for that of the Mass Tech Collaborative'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 THE MASS TECH COLLABORATIVE'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 THE MASS TECH COLLABORATIVE'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 the Mass Tech Collaborative Personnel**: Sensitive Information should not be communicated to other the Mass Tech Collaborative employees or consultants, except to the extent that they need to know the information to fulfill their the Mass Tech Collaborative 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-the Mass Tech Collaborative Personnel**: Sensitive Information should not be communicated to anyone outside the Mass Tech Collaborative, including family members, except to the extent outside parties need to know the information in order to provide necessary services to the Mass Tech Collaborative, 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 the Mass Tech Collaborative, the individual receiving such information should be informed of its sensitive nature and the need to safeguard such information from improper use and disclosure. The Mass Tech Collaborative 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.
- **The Mass Tech Collaborative Use Only**: Sensitive Information should only be used for the Mass Tech Collaborative 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 the Mass Tech Collaborative-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 the Mass Tech Collaborative'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 the Mass Tech Collaborative, or concerning its activities, applicants or recipients, must be cleared in advance by the Mass Tech Collaborative's Communications Director. In speeches and statements *not* made on behalf of the Mass Tech Collaborative, proper care should be taken to avoid any implication that the Mass Tech Collaborative 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 THE MASS TECH COLLABORATIVE'S GENERAL COUNSEL. *NO OTHER THE MASS TECH COLLABORATIVE 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.

MASSTECH INTERN PARTNERSHIP
Summer 2016
STIPEND APPLICATION CHECKLIST
Attachment A-3

Submit completed checklist and all attachments to intern@masstech.org

Please complete the following information:
Company Name (DBA): _____

Legal Entity Name (if different from above): _____

Headquarters Address: _____

Intern Hiring Manager/Supervisor: _____

Student Intern(s) Name(s): _____

Internship Start Date: _____ Internship End Date: _____ Pay Rate: $____/HR

Please attach the following. MassTech Intern Partnership will use this information to verify company and student eligibility to participate in the stipend program.

- ☐ Company Profile as it appears on TechGen
- ☐ Student Intern(s) Profile(s) as it appears on TechGen
- ☐ Student Intern(s) Resume(s) (can be downloaded from TechGen)
- ☐ Internship Posting(s) as it appears on TechGen

Please read and check the following:

- ☐ If accepted into the MassTech Intern Partnership, my company will need to confirm its participation by signing and returning an Intern Sponsorship Agreement that stipulates the general terms and conditions of the program's funding agency, the Massachusetts Technology Collaborative.
- ☐ The MassTech Intern Partnership is offering stipend subsidies for summer internships between the **May 1st and September 15th, 2016 program period**. Intern stipend subsides are available on a reimbursable basis for up to 50% of payroll costs for up to 2 interns during the program time frame. The maximum reimbursement allowed is up to $10/hour for a total of $4,800 per individual intern.
- ☐ Stipend reimbursement is available only to eligible companies that hire eligible interns on a W-2 basis.
- ☐ When seeking reimbursement for intern stipend(s), all participating companies will need to provide necessary documentation, including official proof of payment of intern stipends, a recently completed W-9 form, and MassTech's reimbursement checklist. The submission deadline for all summer reimbursement materials is **October 31st, 2016**.

Name: _____Title: _____Date: _____

MASSTECH INTERN PARTNERSHIP
Summer 2016
STIPEND REIMBURSEMENT CHECKLIST
Attachment A-4

Submit completed checklist and all attachments to intern@masstech.org
Submission Deadline: October 31, 2016

Please complete the following information:
Company Name (DBA):_____

Legal Entity Name (if different from above): _____

Headquarters Address: _____

Student Intern(s) Name(s): _____

Amount requested for reimbursement: _____

Please attach the following documents:

☐ Proof of payment that accurately represents the stipend(s) paid to the above-mentioned intern(s). This can be in the form of paystubs, payroll registers, payroll journals, or earnings statements. Documents must indicate the company name, intern name, the date payments were made, and the gross amount paid. For the purposes of this program, summer is defined as the time period between **May 1st and September 15th, 2016**.

☐ A recently completed W-9 form.

☐ A fully completed Reimbursement Spreadsheet, incorporated herein by reference.

Please certify the following:

☐ The above-mentioned intern(s) has/have performed the required duties of the internship(s) at the host company identified above.

☐ The intern(s) has/have worked the hours indicated by the attached Reimbursement Spreadsheet.

☐ The reimbursement requested hereunder is appropriate and in accordance with the terms set forth in that certain Intern Sponsorship Agreement between the above-mentioned company and the Massachusetts Technology Collaborative.

☐ The above-mentioned company and intern(s) meet the MassTech Intern Partnership program eligibility requirements to the best of my knowledge.

☐ By checking this box, I certify that I am a duly authorized representative of the above-mentioned company and that the statements made herein, including all attachments hereto, are true and correct to the best of my knowledge.

Signature (sign or insert image of signature): _____
Typed Name: _____Date: _____

MASSTECH INTERN PARTNERSHIP
Summer 2016
STIPEND REIMBURSEMENT SPREADSHEET
Attachment A-5

Company Name: _____

Intern Name: _____

Fill in Light Green Areas
Totals Calculated Automatically

Pay rate: _____ per hour

PERIOD	HOURS			
(Weekly/Bi-Weekly)	Regular	Overtime	Holiday	Total
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
Total Hours:	0	0	0	0
Total Eligible Hours:	**0**			
Eligible Rate (up to $10/hr):	$ -			
Employer-Paid Payroll Taxes (if applicable):	$ -			
Total Eligible Wages + Taxes	$ -			
Maximum Reimbursable Wages + Taxes (50% of Total Paid or Total Eligible Above, whichever is less)	$ -			
Total Amount Requested (up to $4,800):	**$ -**			
Total Match (Total Paid less Total Amt Requested); this must be equal to or exceed amount requested	$ -			

Gross Amount Paid to Intern		
*Only needed if YTD earnings are not documented		
Check No.	Date	Amount
	Total Paid:	$ -
- OR -		
Year-to-Date Earnings		
2016		
	Total Paid:	$ -
Employer-Paid Payroll Taxes **		
Social Security		
Medicare		
-		
-		
-		
Total Paid:		$ -
Total Paid:		**$ -**

By checking this box, I certify that the hours stated above are accurate: ☐

Is intern being hired post-internship? (check one): Yes ☐ No ☐

If yes, (circle one): Part-time or Full-time Yes ☐ No ☐

****Do not report the employee-paid taxes here, these should typically be included in the gross amount paid above.**

Supervisor/Manager Name _____ Date _____