

**MASSACHUSETTS TECHNOLOGY COLLABORATIVE**

**Connected & Online Program Grant Agreement**

**Between Massachusetts Technology Collaborative and**

\_\_\_\_\_

This Connected & Online Program Grant Agreement and any Attachments and Exhibits hereunder (collectively, the "Agreement") is made and entered into by and between Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative, an independent public instrumentality of the Commonwealth of Massachusetts, with a principal office and place of business at 75 North Drive, Westborough, Massachusetts, 01581 ("MassTech"), and \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ ("Participant" or "\_\_\_\_\_"), together, the "Parties." This Agreement shall govern certain activities and responsibilities to be carried out by Participant on behalf of MassTech, a subrecipient of the Commonwealth of Massachusetts.

**WHEREAS**, the Commonwealth of Massachusetts received an award from the U.S. Department of Treasury pursuant to the provisions of the American Rescue Plan Act ("ARPA"); and

**WHEREAS**, MassTech has been awarded a grant for the Massachusetts Broadband's Institute's ("MBI's") Connected & Online Program (the "Program") from the Commonwealth of Massachusetts Executive Office of Economic Development ("EOED"), funded from the U.S. Department of Treasury's Capital Projects Fund ("CPF") established under ARPA, Catalog of Domestic Federal Assistance ("CDFA") Number 21.029, Federal Award Identification Number ("FAIN") CPFFN0168, with a period of performance of July 1, 2022 through December 31, 2026 (the "MassTech subaward"); and

**WHEREAS**, MassTech and Participant desire to enter into a contract, under which Participant may perform certain activities in support of the Program (the "Project"), 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 agree as follows:

**1. Compliance with Award and Subaward Terms**

Participant shall perform all activities funded by this Agreement in accordance with: (i) the Statement of Work ("SOW") attached hereto as Exhibit 1; and the Federal Terms attached hereto as Exhibit 2. Participant agrees that on request of MassTech, it will negotiate in good faith with MassTech to incorporate additional provisions to the Exhibits herein or to change terms of this Agreement and any amendments thereto. If any such amendment to this Agreement causes an increase or decrease in the estimated cost of, or the time required for performance of any part of the work under this Agreement, an equitable adjustment shall be negotiated between the Parties.

**2. Period of Performance and Termination**

- a) This Agreement shall take effect on the date of last signature (the "Effective Date") and shall remain in effect until December 31, 2026 (the "Term" or "Period of Performance").
- b) This Agreement may be terminated by either MassTech or Participant for a material breach of any term. The breaching party shall have thirty (30) days to cure such breach from the date of written notice, unless otherwise agreed to by the Parties in writing.

- c) This Agreement may be terminated by MassTech for convenience upon thirty (30) days written notice to Participant.
- d) MassTech may terminate this Agreement or any part thereof by written notice to the Participant, should EOED or the Commonwealth terminate the Program or Project, or any part thereof, the loss of available funds for the purposes of work hereunder, or in the event of an unforeseen public emergency or other change of law mandating immediate action by MassTech inconsistent with performing its obligations under this Agreement.
- e) Agreement Closeout. Upon termination or expiration, Participant shall deliver to MassTech all written and tangible work product, whether in draft or final form at the time of termination, identified as Deliverables, and all other property of MassTech, and all copies thereof in the direct or indirect possession or control of Participant, up to and including the date of termination. In consideration of the execution of this Agreement by MassTech, Participant agrees that acceptance of awarded equipment from MassTech will constitute an agreement by Participant to release and forever discharge MassTech, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Participant has at the time of acceptance of the equipment or may thereafter have arising out of or in any way relating to any and all injuries or damages of any kind as a result of, or in any way relating to, this Agreement. Participant's obligations to MassTech under the Agreement shall not terminate until all closeout requirements are completed to the satisfaction of MassTech. Such requirements shall include, without limitation, submitting final Project reports to MassTech and providing any closeout-related information requested by MassTech by the deadlines specified by MassTech.
- f) Sections 5 through 18 of this Agreement shall survive termination.

### 3. Notices

- a) All communications to MassTech regarding legal issues shall be emailed to MassTech General Counsel Jennifer Saubermann at [saubermann@masstech.org](mailto:saubermann@masstech.org).
- b) All communications regarding any other issues shall be emailed or delivered to the personnel specified in Section 2 of Exhibit 2 (the SOW), **Project Personnel**. Any notice hereunder shall be in writing and shall be effective (i) if dispatched by email 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.

### 4. Timely Performance

Participant acknowledges that the timely completion of the Project and delivery of Deliverables as provided under this Agreement and the attached SOW is of the utmost importance to MassTech and the Program goals.

### 5. Participant's Representations, Warranties and Certifications

As of the Effective Date, Participant hereby represents, warrants, and certifies as follows:

- a) Participant is duly authorized to enter into this Agreement 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 Participant or any of its assets is bound.

- b) Participant and all Project Personnel of Participant are fully capable and qualified to perform the described activities and Participant's other obligations hereunder and have obtained all requisite licenses and permits to perform such obligations.
- c) Participant and its Project Personnel are familiar with, and are and will remain in compliance with, and will not take any actions contrary to the provision of any laws, rules, regulations, ordinances, orders or requirements of the Commonwealth or other local, state or federal government authorities applicable to or implicated by the subject matter hereunder without limitation.
- d) Participant and its employees are not employees, partners, or joint venturers of MassTech. Participant 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, Participant has filed and will continue to file all necessary state tax returns and reports, and had 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 Workers' Compensation, Mass. Gen. Laws ch. 152.
- e) Participant 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. Participant 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 Mass. Gen. Laws chapter 151B and chapter 272, §§ 92A, 98, 98A.
- f) Participant represents and warrants that all personnel performing work hereunder are eligible to work in the United States at the time of execution of this Agreement and that Participant has a continuing obligation to ensure such status during the term of this Agreement.
- g) Additional representations, warranties and certifications may be set forth in the SOW.

**6. Ownership of Intellectual Property, Data Rights, and Property and Equipment Title**

Ownership of any intellectual property, data rights, and property and equipment title rights hereunder shall be determined in accordance with the SOW.

**7. Insurance and Bonding**

To the extent that Participant does not participate in a self-insurance program, Participant shall obtain and maintain in effect through the term of this Agreement appropriate insurance coverage for its activities hereunder including, but not limited to, comprehensive general liability insurance (bodily injury and property damage) and professional liability insurance. At MassTech's request, Participant will provide MassTech with copies of the certificates of insurance evidencing such coverage. Additional insurance requirements may be specified in the SOW.

**8. Indemnification**

To the extent permitted under laws of the Commonwealth of Massachusetts, Participant shall indemnify, defend and hold harmless MassTech and its successors and assigns, and all of its officers, directors, lenders, shareholders, beneficial owners, trustees, partners, affiliates, agents and employees from and against any and all claims, suits, actions, judgments, demands, losses, costs, attorneys' fees, expenses, damages and liability to the extent caused by, resulting from, or arising out of the intentional acts, errors, omissions, or allegations thereof, of Participant, its employees, agents or representatives in the performance of the services under this Agreement.

**9. Damages Waiver**

Excluding damages caused by negligence, intentional misconduct or breach of this Agreement, neither Party will be liable to the other or to any third party for loss of profits, or special, indirect incidental, consequential or exemplary damages, including costs, in connection with the performance of any obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages.

**10. Assignment and Subcontracting**

Participant shall not assign or in any way transfer any interest in this Agreement without the prior written consent of MassTech, including subcontracting any service except as otherwise included in the SOW attached hereto.

**11. Record Keeping, Audit, and Inspection of Records**

Participant's relevant financial records specific to this Agreement are subject to examination or audit by MassTech, EOED, or the Federal Government, for a period not to exceed three (3) years after payment of the final invoice. MassTech or the Federal Government shall have direct access to sufficient records and information of Participant to ensure full accountability for all funding under this Agreement. Such audit, examination or access will be performed during business hours on business days upon prior written notice and shall be subject to the security requirements of the audited party.

**12. Publicity**

Concerning work hereunder, Participant shall get written consent from MassTech prior to issuing press releases, announcing events, or posting any signs or media, and shall coordinate with MassTech to plan for any news conferences. In any media produced by Participant, Participant will not represent that positions taken or advanced by it represent the opinion or position of MassTech.

**13. Public Records**

As a public entity, MassTech is subject to the Massachusetts Public Records Law (set forth at Mass. Gen. Laws ch. 66) and thus all documents and other materials made or received by MassTech and/or its employees and subject to public disclosure. Participant should not submit any information to MassTech that it does not want publicly disclosed and should assume that all submissions are subject to public disclosure without any prior notice, even if marked confidential. If Participant wishes to have MassTech treat certain information or documentation as confidential, before submission of such information, Participant must submit a written request to MassTech's General Counsel specifying the type of information that the Participant wishes to be treated as confidential along with a detailed explanation of the statutory exemption(s) from the Public Records Law. MassTech's General Counsel is the sole authority within MassTech for making determinations on the applicability and/or assertion of an exemption to the Public Records Law.

**14. Choice of Law**

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts without regard to choice of law principles. Venue for all disputes arising from this Agreement, including, but not limited to, any mediation or arbitration commenced, shall be in Middlesex County, Massachusetts. Any judgment issued shall award the prevailing party its reasonable attorneys' fees and related costs.

**15. Force Majeure**

Neither Party shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance including the Term may be extended to account for delays excused by this Section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. This Agreement shall be completed with such

adjustments as are reasonably required by the existence of Force Majeure or this Agreement may be terminated for convenience.

**16. Monitoring**

Participant shall be subject to monitoring by MassTech and EOED to ensure compliance with all applicable state and federal requirements, as well as the terms of this Agreement. Monitoring activities may include, but are not limited to, review of financial and programmatic documentation, interviews with staff, inspection of files, site visits, fiscal reviews, and direct observation of program activities. The type and frequency of monitoring will be determined by MassTech based on Participant's assessed risk level. MassTech may also require corrective action if monitoring identifies deficiencies and may follow up to ensure deficiencies are resolved. Participant shall make all records, financial statements, and other documents relevant to the performance of this Agreement available to MassTech, EOED, and their authorized representatives upon request. Participant shall also be responsible for monitoring any subcontract it enters into with this funding to ensure compliance with applicable requirements.

**17 Amendments and Waivers**

The terms of this Agreement and any attachments thereto can be amended only through a written documents executed by both Parties. Conditions, covenants, duties and obligations contained herein may be waived only by written agreement between the parties. 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.

**18. 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 provisions of this Agreement.

**19. 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.

**20. 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.

**21. Entire Agreement, Attachments, Exhibits and Amendments**

The Parties understand and agree that this Agreement and its Exhibits and Attachments supersede all other verbal and written agreements and negotiations by the Parties regarding the matters set forth herein, are fully incorporated by reference, and can only be amended by written agreement of the Parties. The following, including without limitation any schedules, milestone, deliverable, budgets, and other terms relative to the nature of the work to be performed are attached and incorporated into this Agreement:

- Exhibit 1 –Statement of Work
- Exhibit 2 – Federal Terms

Agreement #XXXX: \_\_\_\_\_

**The Massachusetts Technology Park  
Corporation d/b/a Massachusetts Technology  
Collaborative**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

## Exhibit 1

### Statement of Work

Pursuant to the terms and conditions of the Agreement and this SOW, MassTech and Participant agree as follows:

#### **1. Scope and Deliverables**

##### **Scope:**

Subject to the terms of this Agreement, MassTech awards the following equipment to Participant. Upon full signature of this Agreement, MassTech will instruct its selected vendor to ship the equipment directly to Participant. Upon delivery to Participant, the selected vendor will complete a formal transfer of ownership of the equipment to Participant.

*Awarded Equipment:*

*[insert description of awarded equipment]*

##### *Process & Confirmation*

- Participant must confirm all serial numbers via the MBI activation form prior to device use or deployment.
- Participant must retain documentation of device receipt, deployment, and usage for audit and compliance purposes in alignment with Capital Project Fund requirements

##### *Authorized Use:*

Participant may only use the equipment for the purposes and consistent with the requirements of 2 CFR § 200.313 and those set forth below:

- Use at no cost to end users
- Provided to the public through either on-site computer labs and/or lending programs
- Equipment must be publicly accessible through the period of performance of December 31, 2026
- Equipment must expand access in all three priority areas (education, workforce development, and healthcare) through the period of performance of December 31, 2026
- All devices and connectivity equipment must remain property of the Participant through the period of performance of December 31, 2026
- Equipment may not be resold, transferred, or used for non-program purposes
- If equipment becomes obsolete, damaged, or unused, Participant must follow MBI guidance for replacement, repurposing, or disposal

##### **Deliverables:**

##### **Quarterly Reporting**

- Submit three quarterly reports to MBI summarizing:
  - Narrative describing devices in circulation, usage counts, and device impacts and challenges.
  - Identification of lost, damaged, or retired units.
  - Brief summary of deployment progress and notable implementation updates.

## End-of-Program Reporting

- Program Impact Report due December 31, 2026, detailing:
  - Overall outcomes and community impact.
  - Challenges encountered and lessons learned.
  - Success stories, testimonials, or examples of user benefit.
- Close-Out Package including:
  - Asset Disposition Log identifying final status of all devices (e.g., refurbished, donated, recycled) in compliance with Capital Project Fund requirements.

MassTech reserves the right to request additional information necessary to support data required for reporting by MassTech, EOED or the federal program.

## 2. Project Personnel

Both MassTech and Participant have designated the following persons to serve as Project Manager to support effective communication between MassTech and Participant to report on the work's progress. Each Party will endeavor to maintain the continuity of its respective Project personnel.

For MassTech: Caitlin Schubert (schubert@masstech.org)

Mass Tech Invoice Contact: Julie Parenteau ([Parenteau@masstech.org](mailto:Parenteau@masstech.org))

For Participant: **[insert Participant Project personnel contact info]**

Written notice shall be provided to personnel at the email addresses set forth in this Section 2 in the event of any change in Project Personnel.

## 3. Access and Use

Participant agrees that MassTech shall have the right to make use of and disseminate, in whole or in part, all work products, reports, and other information produced in the course of the Project and provided to MassTech as Deliverables, and to use the information therein contained to produce summaries, case studies or similar resources.

## 4. Additional Requirements.

A credit line and the MBI logo must appear in all published materials and announcements regarding the funded activity as follows: "This Project was funded by the Massachusetts Broadband Institute at the MassTech Collaborative under the Connected & Online Program. Funding was provided by Massachusetts ARPA Capital Projects Fund."

## 5. Ownership of Intellectual Property, Real Property and Equipment

### (a) Definitions

Deliverables: The term "Deliverables" shall mean deliverables as set forth in Section 1 of this SOW. Participant shall ensure that Deliverables do not contain any Custom Work Product or Participant Property.

Participant Property: The term "Participant Property" shall mean all pre-existing material and material created as part of the Project that are not Deliverables or with funds received under the Agreement, including, but not limited to, any intellectual, tangible, and intangible property, data, products, software, materials and methodologies proprietary to Participant or provided by Participant and any trade secrets, know-how, methodologies and processes related to Participant's products or services.

Custom Work Product: The term "Custom Work Product", for purposes of the Copyright Act of 1976, 17 U.S.C. §§ 101-1332, shall mean all work items newly created on a "work made for hire"



basis by Participant expressly on behalf of MassTech under this SOW. There will be no Custom Work Product created under this SOW.

**(b) Ownership and Licensing of Intellectual Property**

MassTech shall own all right, title and interest in the Deliverables in their entirety, provided under this SOW. Participant shall retain ownership in all Participant Property as defined above.

Participant understands that all Participant Property provided under this Agreement is subject to disclosure as set forth above in Section 15 of this Agreement, Public Records.

**(c) Ownership of Real Property and Equipment**

Participant shall own all right, title and interest in the Awarded Equipment described in Section 1, Scope and Deliverables.

**6. Amendments, Exhibits and Attachments**

All conditions, covenants, duties and obligations contained in this SOW and its exhibits and attachments may be amended only through a written amendment signed by Participant and MassTech.

## **Exhibit 2**

### **Federal Terms**

#### **1. Disbarment and Suspension**

Participant shall not contract with any parties listed on the government-wide exclusions in the System for Award Management (SAM).

#### **2. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)**

A Participant that is awarded an amount exceeding \$100,000 under this Agreement must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each Participant must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. See Exhibit 1 to this Agreement.

#### **3. American Made**

To the extent applicable, Participant and its subcontractor(s) shall procure all materials or products in accordance with applicable federal, state and local laws, including but not limited to the Buy America Preference requirements set forth in section 70914 of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act, Pub. L. 117-58, the Domestic Preferences requirements as set forth in 2 CFR 200.318 through 200.327 and 2 CFR Part 184 of the Uniform Guidance.

#### **4. Fraud, Waste and Abuse**

Participant shall maintain and utilize systems and procedures to prevent, detect, and correct fraud, waste and abuse in activities funded under this Agreement.

#### **5. Use of Funds**

Pursuant to 200 C.F.R. § 202.303, Participant shall establish effective controls over, and accountability for, all funds, property, and other assets funded under his Agreement and assure that they are used solely for authorized purposes.

#### **6. Davis-Bacon Act Requirements**

To the extent applicable, a Participant that is awarded an amount of \$5,000,000 or more under this Agreement must provide a certification that all laborers and mechanics employed by it and/or its contractors and/or subcontractors in performance of the award are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. In lieu of a certification, Participant may provide a project employment and local impact report detailing the number of contractors and subcontractors working on the Project, the number of employees on the Project hired directly and hired through a third party, the wages and benefits of workers on the Project by classification, and whether those wages are at rates less than those prevailing.

#### **7. Contracting with Businesses**

MassTech expects Participant to adhere to 2 C.F.R. § 200.321(a) and require its subcontractors to do the same.

**8. Accounting System**

Participant shall maintain an accounting system and supporting fiscal records that adequately identify the source and application of funds for federally funded activities that are subject to audit and verification that all costs meet federal and state requirements.

**9. Prohibited Telecommunications Equipment or Services**

Participant shall use its best efforts to ensure that it will not knowingly use contract funds to purchase, or enter into contracts to purchase, any equipment, services, or systems that use prohibited telecommunications equipment or services as a substantial or essential component of a system subject to 2 C.F.R § 200.216.

**10. Environmental Protection**

- (a) For Agreements for funding in excess of \$150,000.00, Participant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (“EPA”).
- (b) Participant agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**11. False Statements**

Participant understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**12. Protections for Whistleblowers**

- (a) In accordance with 41 U.S.C. § 4712, Participant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- (b) The list of persons and entities referenced in the paragraph above includes the following:
  - (i) A member of Congress or a representative of a committee of Congress;
  - (ii) An Inspector General;
  - (iii) The Government Accountability Office;
  - (iv) A Treasury employee responsible for contract or grant oversight or management;
  - (v) An authorized official of the Department of Justice or other law enforcement agency;

- (vi) A court or grand jury; or
- (vii) A management official or other employee of Participant or its subcontractor who has the responsibility to investigate, discover, or address misconduct.

- (c) Participant shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**13. Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Participant should encourage its employees and contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**14. Reducing Text Messaging While Driving.**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Participant should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Participant should establish workplace safety policies to decrease accidents caused by distracted drivers.

**15. Bonding**

When applicable, Participant may be subject to performance and payment bonding requirements pursuant to 2 C.F.R § 200.326. The bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 C.F.R. Part 22 and shall be licensed to do business in Massachusetts. The form of bonds shall be subject to any additional requirements designated by MassTech.