Application and Awardee Contract Terms

(2) County (must be one of 47 program counties in OH, PA, & WV) (3) Address (Street Address, City, State, Zip) (4) Website (5) Business Start Date (must be 101/1/22 or after. Attach documentation showing date) (6) Number of full-time employees at location (must be < 500) (7) Annual Revenue (8) NAICS Code (http://www.naics.com/search.htm, must begin with \$1-33) if you do not have a NAICS Code, leave it blank and we can assist you to add one (9) Current role or desired role in Energy: (provide statement) (10) Company currently works in or seeks to enter the following Energy segments: (check all that apply) Energy segments: (check all that apply) (10) Company currently works in or seeks to enter the following Energy segments: (check all that apply) (11) Company currently works in or seeks to enter the following Energy segments: (check all that apply) Energy segments: (check all that apply) (12) Amount of funding requested (not to exceed: \$2,500)	Α.	A. APPLICANT INFORMATION						
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Solar Sola	(3)	Address (Street Address, City, State, Zip)						
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	(2)	Amount of funding requested (not to exceed: \$2,500)						

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Energy & Manufacturing Startup Mini-Grant Program Application and Awardee Contract Terms

C.	COMPANY APPLICANT CERTIFICATION			
As an authorized representative of the organization listed in Section				
A, I hereby certify and warrant the following (check all that apply):				
	We are a company, located in a qualifying county of Ohio,			
	Pennsylvania or West Virginia and will not use the funds to			
	support relocation;			
	We are not debarred from state or federal contracting;			
	We are not delinquent on state or federal taxes;			
	The information contained in this application is true and			
	correct;			
	If awarded Mini-Grant funding we agree to the terms and			
	conditions surrounding the use of these funds as attached;			
	I understand and agree that contingent upon written notification of Grant award, this application and associated			
	terms and conditions will become a contract.			
	terms and conditions will become a contract.			
		Signature		
(1)	Contact Name and Title			
(2)	Contact Phone			
(3)	Contact Email			
(4)	Company EIN or equivalent (attach a copy of your W-9 form)			
OFFICIAL USE ONLY (approvals noted below)				
Approved by – Catalyst Connection, Project Manager				
• •				
	- Catalyst Connection, Controller or CFO			
	- Catalyst Connection, President/CEO			
	catalyst connection, i resident, ceo			
	 Date of final approval 			

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Application and Awardee Contract Terms

Catalyst Connection distributes grant funds to implement the Energy & Manufacturing Startup Mini-Grant Program in accordance with the established Guidelines. Funds are made available by the Appalachian Regional Commission through the **Tri-State Net Zero Manufacturing Initiative** ARC Grant.

* Applications will be accepted between March 31, 2025 and April 18, 2025. All eligible applications received during this time will be reviewed in April and awards will be made to those that the review committee identify as a good fit for the goals of the Energy & Manufacturing in Appalachia program. The Energy & Manufacturing Startup Mini-Grant Program reserves the right to award to applications they see fit and deny any applications without explanation. After this funding round is complete, all applicants will be notified of the status of award or denial. The completed and signed application along with any additional documentation should be emailed to Anna Mancuso, Mini-grant Project Manager, Catalyst Connection at amancuso@catalystconnection.org no later than 4:00 PM EDT on April 18, 2025.

By virtue of the attached application, the Company Applicant has requested mini-grant funding from Catalyst Connection for implementation of the project as described in the documentation in coordination with the project sponsor. Contingent upon receipt of written notification from Catalyst Connection of a Mini-Grant Award (specifying the award number and grant amount) these terms and conditions become a contract between the Company and Catalyst Connection and apply to the use of the mini-grant funding and in accordance with the application Guidelines.

1. <u>Acceptance – Entire Agreement</u>

Acceptance of the Mini-grant Award shall be unqualified, unconditional, and subject to and expressly limited to the terms and conditions herein which in combination with the Company's Application and the written Notice of Minigrant Award (specifying the award number and grant amount) from Catalyst Connection shall constitute the entire agreement between Catalyst Connection and the Company.

2. Obligations of Catalyst Connection

Upon Company's completion (including payment) of the project within 60 days of approval or **August 15, 2025** (whichever occurs first). Total mini-grant funding shall not exceed \$2,500.

3. <u>Obligations of Company</u>

The Company Applicant is:

- To implement mini-grant project as outlined and described in the Application by no later than 3 months of the approval date or August 15, 2025(whichever occurs first) in accordance with the Energy & Manufacturing Startup Mini-Grant Guidelines
- To keep Catalyst Connection apprised of project status throughout the project term
- To comply with these Terms and Conditions
- After the project is completed, you will be asked to provide feedback to Catalyst Connection and NIST/MEP for quality assurance purposes

Third Party Vendor(s)

Any third-party vendor/consultant providing services within the originating project and contract scope is not related to the Company Applicant and has been selected independently by the Company based upon a vendor selection process.

Lobbying

No portion of the project cost will be used for lobbying or in any way, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress.

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Application and Awardee Contract Terms

6. <u>Evaluation Service Agreement</u>

This agreement may be subject to the Evaluation Service Agreement on file between Catalyst Connection and the Applicant Company.

7. Termination and Suspension

Catalyst Connection may suspend performance or terminate this Contract and the Mini-grant Award on written notice to the parties for a material violation of any of its terms; for any material misrepresentation Company made in connection with any proposal, solicitation, request, Contract or Application relied upon by Catalyst Connection; for lack of sufficient progress on the project as outline in the Application; as may be practicable at any time it is notified by the funder ARC that the funding of Catalyst Connection is or will be terminated or suspended; in the event of a termination of the grant, a withdrawal or shortage of funding; in the event that the Company becomes debarred from state or federal contracting, becomes delinquent on state or federal taxes, is convicted of a criminal act, becomes insolvent, has a petition in bankruptcy filed by or against it, makes an assignment for the benefit of creditors; in the event the Company fails to pay its Fees to Consultants or vendors on time, or is otherwise in breach of this Agreement. Payment of any Grant shall at times be subject to the availability of funds for the purposes of this Contract..

8. Modification and Waiver

This Contract shall not be modified, extended, or changed except by written amendment executed by or on behalf of each of the parties. No waiver by any party of a breach of any provision of this Contract shall be taken or held to be a waiver by such party of any succeeding breach or such provision of any other provisions to the Contract.

9. Controlling Law

This Contract shall be governed by the laws of Pennsylvania, the Federal DOC Guidelines, and federal guidelines published under 2CFR200. The company certifies it is not debarred, suspended, or is otherwise declared ineligible by the federal, state, or other regulatory agencies.

10. Role of Commonwealth of Pennsylvania and the United States of America

The Commonwealth of Pennsylvania and its agencies, officers, employees and agents are not parties to the Contract. Consequently, you have no right pursuant to this Contract for breach of the Contract against the Commonwealth of Pennsylvania, its agencies, employees and agents. You are also on notice of the terms and conditions of the Agreement between the ARC and Catalyst Connection, including those provisions providing for the termination of the Agreement between the ARC and Catalyst Connection. Unless otherwise prohibited by law, the Parties agree to indemnify and hold harmless Catalyst Connection, the Commonwealth of Pennsylvania, and the United States Government for any loss, claim, damage, or liability of any kind involving its employees arising in connection with this agreement.

11. Assignment

Company may not assign or transfer its rights or obligations under this contract without the prior written consent of Catalyst Connection.

12. <u>Auditable Records</u>

The Company shall maintain such records as are necessary to assure accuracy and validity of any performance data submitted to Catalyst Connection, project Sponsor or Commonwealth. The Company shall establish and maintain such records in a manner enabling identification and documentation of both the funds provided pursuant to the Contract and the funds furnished by the Company or other sources.

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Application and Awardee Contract Terms

13. Contingency of Payment on Federal Fund Disbursement

Payment for services under this Technical Assistance award is contingent upon the receipt of federal funds allocated through the grant. While provisions for advance payment requests have been made, the awarding entity shall not be liable for payment if federal funds are not received. In the event of a delay or non-disbursement of funds from the federal government, no payment obligation shall be incurred by the awarding entity, and the recipient acknowledges the risk of non-payment under such circumstances.

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