Application and Awardee Contract Terms

A. APPLICANT INFORMATION (See details in Application and Awardee Contract Terms, below.			
(1) Company/Organization Name			
(2) County (must be one of 47 program counties in OH, PA, & WV)			
(3) Address (Street Address, City, State, Zip)			
(4) Website (if available)			
(5) Business Start Date (must be 10/1/22 or after. Attach			
documentation showing date)			
(6) Number of full-time employees (must be < 500)			
(8) NAICS Code (<u>http://www.naics.com/search.htm</u> , must begin with 31-33) 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)			
(b) current foic of acon current in Energy. (provide statement)			
(10) Company currently works in or seeks to enter the following	Power Generation & Management		
Energy segments: (check all that apply)	Electric Grids	Geothermal	
	□ Hydropower	 Hydrogen Production 	
	Natural Gas	□ Nuclear	
	🗆 Solar	🗖 Wind	
		Other	
	Product-Related		
	Batteries	Chemicals	
	Circular Plastics	Energy Efficiency	
	□ Grid Components	Low-Carbon Products	
	Other		
B. PROJECT			
(1) Project Title			
(2) Describe the Project: (this should tie into your role in energy			
stated in section A9)			
(3) Total Cost of the Project			
(4) Amount of funding requested (not to exceed: \$2,500)			

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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)		
$_$ \Box 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;		
\Box We are not delinquent on state or federal taxes;		
\Box The information contained in this application is true and		
correct;		
\Box If awarded funding we agree to the terms and		
conditions surrounding the use of these funds as attached;		
$$ \Box I understand and agree that contingent upon written		
notification of Grant award, this application and associated		
terms and conditions will become a contract.		
	Signature	
(1) Contact Name and Title		
(2) Contact Phone		
(3) Contact Email		
OFFICIAL USE ONLY (approvals noted below)		

Approved by – Catalyst Connection, Project Manager

– Catalyst Connection, Controller or CFO

- Catalyst Connection, President/CEO
- Date of final approval

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Catalyst Connection distributes grant funds to implement the Energy & Manufacturing Startup Assistance 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 April 1, 2025 and April 25, 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 Assistance 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, Startup Assistance Project Manager, Catalyst Connection at amancuso@catalystconnection.org no later than 4:00 PM EDT on April 25, 2025.

Eligibility

Company requesting assistance through this program must meet all the criteria listed below to be eligible for funding consideration:

- Business Start Date created on or after October 1, 2022. Business creation refers to "applicable business registration" where the Company owner has federal EIN, state Enterprise Registration for state sales tax or other licenses, fictitious name registration, or any other license/registration/permit that is needed to operate a business. Applicants should submit a copy of one of these documents with a date of 10/1/22 or after. If the Company has not registered prior to submission, applicant should provide an explanation of where they are in this process. Preference will be given to applications from registered businesses.
- Manufacturing defined as a company having less than 500 employees at their location where the project takes place and registered in D&B with a manufacturing NAICS code beginning with 31-33. If applicant does not have a manufacturing NAICS code, they should explain how the Company currently or seeks to manufacture products.
- 3. Role in Energy provide a statement about how your Company is currently part of an energy supply chain or a desired role that you are working toward. Examples could include the following:
 - Manufacture netting that is used near wind turbines to keep wildlife away from wind turbine blades.
 - Developed a software app that can track gas usage and mileage for a fleet of trucks. Analysis and predictions can be used to help the user make adjustments to transportation routes and scheduling to reduce costs/emissions.
 - Have a patent for glass coating that can increase performance of solar panels. Seeking a partner or contract manufacturer to begin production.
- Energy Segments 9 Power Generation & Management and 6 Products-Related energy segments are listed in Section A10 to select all of those that you currently or seek to support. Company may write in a segment next to Other for any that are not listed.
- 5. Location Company is located within one of the 47 counties of the Tri-State Net Zero Manufacturing Initiative that includes:
 - Ohio Ashtabula, Belmont, Carroll, Columbiana, Harrison, Holmes, Jefferson, Mahoning, Trumbull, Tuscarawas
 - Pennsylvania Allegheny, Armstrong, Beaver, Butler, Cambria, Fayette, Greene, Indiana, Lawrence, Somerset, Washington, Westmoreland
 - West Virginia Berkeley, Boone, Braxton, Brooke, Hancock, Jefferson, Kanawha, Marion, Marshall, Mason, Mercer, Monongalia, Monroe, Morgan, Nicholas, Ohio, Pleasants, Putnam, Randolph, Raleigh, Summers, Taylor, Tyler, Upshur, Wetzel
- Type of Project –Company should identify how the funds awarded will be used and the amount requested up to \$2,500. The project cost may be greater than \$2,500, but this is the maximum amount that can be requested. A project title should be entered that summarizes the usage. Examples could include the following:
 - Website Creation A website will be setup for ABC Inc. to promote my products to target customers in the hydrogen energy supply chain. Requesting \$2,500 toward these costs.
 - Product Testing Received a proposal for \$8,000 from a third-party company to stress test our plastic alternative material. The results are needed to show potential buyers that are looking for integrity standards. Requesting \$2,500 toward this proposal.

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 Trade Show Registration – I will attend the Shale Insight Conference in September to make connections for my wellplugging product. I am requesting \$2,500 toward the registration cost and printing expenses for informational materials.

Eligible Uses

Assistance projects are intended to assist with entering or expanding into one or more energy supply chains as part of this program. Funds may be used to support direct purchases, contracted services, supplies, and one-time costs related to the goals of the startup business. Costs must be allowable, directly allocable to this project, and reasonable.

Startup Assistance dollars cannot be used for the following expenses:

- Purchase of equipment if the cost of a single item is more than \$10,000.
- Support recurring costs related to connectivity
- Support internal salary costs of the applicant
- Replace existing grant funds received by the applicant or support costs already paid for by another government grant (duplicate funding)
- Pay for travel
- Support indirect costs
- Investment of equity or working capital
- In-kind costs
- Support other costs prohibited by ARC, state or federal law (for example: lobbying, or relocation costs)

Terms and Conditions

By virtue of the attached application, the Company Applicant has requested 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 Startup Assistance 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 funding and in accordance with the guidelines.

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

Acceptance of the 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 Mini- grant 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

Payment of the assistance award within 60 days of notice. Total Startup Assistance funding shall not exceed \$2,500.

3. Obligations of Company

The Company Applicant:

- To implement project as outlined and described in the Application by no later than 3 months of the approval date
- 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
- 4. 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.

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5. <u>Controlling Law</u>

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.

6. 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.

7. Assignment

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

8. <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.

9. <u>Contingency of Payment on Federal Fund Disbursement</u>

Payment for services under this Startup 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.