COMMONWEALTH OF MASSACHUSETTS
AGREEMENT BETWEEN MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND GRANTEE
REGARDING THE
MASSACHUSETTS AIR SENSOR GRANT PROGRAM

This Agreement is entered into by and between the Commonwealth of Massachusetts, acting through its Department of Environmental Protection ("MassDEP") and the GRANTEE NAME ("Grantee").

WHEREAS, through its Air Sensor Grant Program, MassDEP has issued a grant opportunity open to all tribal organizations, non-profit organizations, community-based organizations, and municipalities in the Commonwealth to apply for and receive up to five PurpleAir sensors (at no cost) to measure levels of fine particulate matter ($PM_{2.5}$) in outdoor air in Massachusetts for a one-year period;

WHEREAS, in response to this grant opportunity, MassDEP has received a grant application from the above-referenced Grant recipient (hereinafter "Grantee");

WHEREAS, MassDEP has conditionally approved the Grantee's application;

WHEREAS, MassDEP's final approval of the Grantee's application is contingent upon the full execution of this Agreement by MassDEP and the Grantee;

NOW THEREFORE, the Parties hereto agree as follows:

I. DESCRIPTION OF GRANT MATERIALS (The PurpleAir Flex Sensors)

MassDEP hereby grants to Grantee the air quality sensors ("air sensors") as follows: NUMBER OF SENSORS (UP TO 5) PurpleAir sensors (model PurpleAir Flex) to be deployed by the Grant Recipient or distributed to residents and other entities that will host and operate the sensors at various outdoor locations. A full description of the PurpleAir Flex sensor can be found at the PurpleAir LLC website at: https://www2.purpleair.com/.

II. MASSDEP'S RESPONSIBILITIES

1. MassDEP shall ship the awarded air sensors to the Grantee.

2. If the air sensors provided fail to operate for the specified minimal one-year period, MassDEP shall provide the Grantee with replacement air sensors at MassDEP's cost.

III. RESPONSIBILITIES OF THE GRANTEE

1. **Authority**: Through the execution of this Agreement, the Grantee expressly affirms that the Signatory of this grant agreement has been authorized by the Grantee to a) enter into this grant agreement on behalf of the Grantee, and b) accept and utilize this grant in accordance with the terms of this Agreement.

2. **Delivery**: The Grantee agrees that it must accept the shipment of the air sensors from MassDEP to the location specified by the Grantee in its Grant application.

3. **Inspection and Acknowledgment**: The Grantee agrees that Grantee's authorized representative shall notify MassDEP via electronic mail (air.sensor@mass.gov) upon receipt and inspection of the air sensors.

4. **Notification of Defects**: The Grantee agrees that if any defects in the air sensors are identified upon inspection, or during the course of the one-year period of operation, the Grantee's authorized representative shall notify MassDEP via electronic mail (air.sensor@mass.gov), and specify the nature of the defect(s).

5. **Property Rights**: Upon delivery, the Grantee shall retain exclusive possession of the air sensors; subject, however, to the provisions and conditions of this Grant Agreement.

6. **Conditions of Air Sensor Use**: Within 60 days of Grantee's inspection and acknowledgement of receipt of the air sensors, the Grantee shall distribute and ensure set up of the air sensors in outdoor locations in accordance with the air sensor program description set forth in Grantee's grant application. The Grantee may deploy the sensors directly or partner with residents, schools, and/or local public or private entities or organizations to distribute and set up sensors at host locations. The Grantee must (1) ensure that each host provides electricity and wi-fi access to the sensor, (2) register all sensors with www.purpleair.com, (3) set all sensors to "Public (everyone)" mode (so each sensor appears on the PurpleAir website map), and (4) allow every air sensor to operate for at least one year on a generally uninterrupted basis (operation may be interrupted by wi-fi connection issues, electricity outages, or the need to move or maintain the sensor). Grantee, or sensor host, must register each sensor with the Grantee's contact name and email entered under "Device Owner Information" at www.purpleair.com. Grantee must notify MassDEP via electronic mail (air.sensor@mass.gov) when all air sensors have been deployed/activated and appear on the PurpleAir website map.

7. **Publicity/Acknowledgement of MassDEP grant**: If the Grantee provides information about the sensor program to media outlets or engages in other publicity, the Grantee shall note that the sensors were obtained through a grant from MassDEP and shall provide MassDEP with the contents of such publicity (including, if applicable, all weblinks or other media references).

8. **Permission to Transfer Grant Materials**: In the event that the Grantee seeks to re-distribute the air sensors to residents, schools, or other local public or private entities for outdoor air monitoring use to locations not specified in the Grantee's original application, the Grantee may do so without prior notification to MassDEP, provided that the air sensors remain in an outdoor location. The Grantee may not otherwise sell, lease, loan or otherwise transfer rights to the air sensors within the first year of use unless it has received prior written authorization from MassDEP.

9. **End of Conditions of Use**: If the Grantee determines any or all of the air sensors are not needed or can not be used for the Grantee's air sensor program, the Grantee shall return the air sensors to MassDEP via common mail carrier. If the Grantee successfully deploys the sensors for one year in accordance with the Conditions of Use, after one year period the Grantee may keep the sensors, properly dispose of the sensors, or return the sensors to MassDEP via common carrier.

10. **Indemnification**: The Grantee shall indemnify and hold harmless MassDEP and the Commonwealth of Massachusetts, its officers, employees or agents, for any liability, actions or claims, in tort or in contract, for any costs or expenses incurred by the Grantee or its employees or agents in the use, operation, and maintenance of the air sensors, but only to the extent to which the Grantee is permitted or required by law to do so.

11. **Documentation**: Upon request, the Grantee agrees to use its best efforts to assist MassDEP with the development of information on air sensor programs throughout the Commonwealth by providing MassDEP with information documenting or describing Grantees' air sensor program.

12. **Reporting**: MassDEP reserves the right to require the Grantee to submit a one-time report or summary which describes the use and performance of the air sensors, including (if applicable) any initiatives or programs that were developed as a result of any review or analysis of the air sensor data.

13. **Failure to Comply**: The Grantee understands and agrees that, if the Grantee fails to comply with any or all of its responsibilities identified in this Agreement and fails to cease or remedy any non-conformance within a reasonable time period after receipt of MassDEP's written notice of noncompliance, MassDEP reserves the right to require the Grantee to return the air sensors to MassDEP. The Parties hereby agree to execute any and all documents necessary to effect said transfer. Furthermore, the Grantee agrees to transfer or arrange to transfer actual possession of the air sensors to an authorized representative of MassDEP or its designee.

14. **Environmental Compliance**: The Grantee understands that its receipt of any grant from MassDEP does not in any way imply that the grantee is in full compliance with any or all applicable federal, state, and/or local environmental regulations.

IN WITNESS WHEREOF, MassDEP and the Grantee hereby execute this Agreement.

GRANTEE NAME

By: Date:
Print Name:
Print Title:

COMMONWEALTH OF MASSACHUSETTS

By: Date:
Glenn Keith, Director, Division of Air and Climate Programs
Massachusetts Department of Environmental Protection