

**MEMORANDUM OF AGREEMENT  
BETWEEN THE NEW JERSEY BOARD OF PUBLIC UTILITIES AND THE NATIONAL  
OFFSHORE WIND RESEARCH AND DEVELOPMENT CONSORTIUM**

THIS MEMORANDUM OF AGREEMENT (“MOA” or “Agreement”) is made this 20 day of December, 2021 by and between

**THE STATE OF NEW JERSEY, BOARD OF PUBLIC UTILITIES**, with its principal office at 44 S. Clinton Ave., Trenton, New Jersey 08625 (the “Board” or “NJBPU”); and

**THE NATIONAL OFFSHORE WIND RESEARCH AND DEVELOPMENT CONSORTIUM**, with its principal office at 1000 Innovation Road, Stony Brook, New York 11794-6044 (“NOWRDC” or “Consortium”).

The NJBPU and the NOWRDC are collectively referred to herein as the “Parties,” with each individually referred to as a “Party.”

**WHEREAS**, the NJBPU has general supervision, regulation, jurisdiction, and control over public utilities in the State of New Jersey (“State”), including electric utilities and their rates and service; and

**WHEREAS**, the NJBPU, under N.J.S.A. 48:3-87.1 (the Offshore Wind Economic Development Act (“OWEDA”)), is statutorily authorized to approve offshore wind applications; and

**WHEREAS**, Governor Phil Murphy’s January 31, 2018 Executive Order 8 (“EO 8”)<sup>1</sup> called upon the NJBPU to take all necessary actions to implement OWEDA; and

**WHEREAS**, EO 8 set a goal of 3,500 megawatts (“MW”) of offshore wind (“OSW”) by 2030, and on November 19, 2019 Governor Murphy expanded that goal to 7,500 MW of OSW by 2035 by Executive Order No. 92 (“EO 92”)<sup>2</sup>; and

**WHEREAS**, Governor Murphy released the State’s 2019 Energy Master Plan on January 27, 2020, which set a goal of 100 percent clean energy by 2050 and outlined a strategy to expand the Clean Energy Innovation Economy in New Jersey through workforce training, investments in developing clean energy knowledge, and the growth of world-class research and development; and

**WHEREAS**, the 2019 Energy Master Plan identifies the offshore wind sector to be critical for accelerating the development of renewable energy and reinforces New Jersey’s commitment to building 7,500 MW of offshore wind by 2035 as defined in EO 92; and

**WHEREAS**, in accordance with N.J.S.A. 48:3-60, the NJBPU is authorized to use Societal Benefits Charge (“SBC”) funds to advance the development of renewable energy programs; and

**WHEREAS**, the Offshore Wind Strategic Plan (“OWSP”) the NJBPU adopted on September 9, 2020<sup>3</sup> recommended, among other things, that New Jersey join “...other states to coordinate regional monitoring and research” in order to support “...scientific and technical research at state and regional levels

<sup>1</sup> See EO 8 (2018), at <https://nj.gov/infobank/eo/056murphy/pdf/EO-8.pdf>.

<sup>2</sup> See EO 92 (2019), at <https://nj.gov/infobank/eo/056murphy/pdf/EO-92.pdf>.

<sup>3</sup> See OWSP (2020), at [https://www.nj.gov/bpu/pdf/Final\\_NJ\\_OWSP\\_9-9-20.pdf](https://www.nj.gov/bpu/pdf/Final_NJ_OWSP_9-9-20.pdf).

to address issues related to offshore wind energy project planning, siting, construction, operation, and monitoring”; and

**WHEREAS**, NOWRDC was established in 2018 as a not-for-profit corporation exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”), as amended, to facilitate and enhance the development and implementation of offshore wind power technology through scientific research in the public interest for the public purpose of increasing the performance and capability of the electric power supply and delivery system. Initial funding for the Consortium came from the U.S. Department of Energy (DOE) and the New York State Energy Research and Development Authority (NYSERDA), each providing \$20.5 million, and additional funding has come from the Commonwealths of Virginia and Massachusetts and the States of Maryland and Maine, for a total initial investment of approximately \$47 million. The Consortium is dedicated to managing industry-focused research and development of offshore wind to maximize economic benefits for the United States and reduce the levelized cost of energy (“LCOE”) of offshore wind in the United States; and

**WHEREAS**, on July 6, 2021 the NJBPU submitted a letter of intent (“LOI”) to NOWRDC to join NOWRDC as a Public Sponsor Member of the Consortium in accordance with Section 1.2(c) of the Consortium’s Bylaws, subject to formal approval by the NOWRDC Board; and

**WHEREAS**, in the LOI, the NJBPU and other New Jersey government entities collectively commit to contribute a total of \$1,000,000 to the Consortium during the interval from January 1, 2022 through December 31, 2025 (the “New Jersey Funds”) with the understanding that these resources will be primarily allocated on a rolling basis, consent for which shall not unreasonably be withheld, to (1) research activities undertaken in New Jersey by New Jersey-based institutions as part of Consortium-funded projects; and (2) successful proposals responding to the Consortium's competitive research solicitations that benefit New Jersey. A portion of the New Jersey Funds may be offset through in-kind services by NJBPU and its partners and other New Jersey government entities for planning and managing activities related to offshore wind, as further set forth herein; and

**WHEREAS**, on July 14, 2021, through an affirmative vote of a majority of the Consortium’s Board of Directors (“Consortium’s Board”) in accordance with Section 1.1 of the Consortium’s Bylaws, approved the NJBPU’s Public Sponsor Membership in the Consortium through its designee; and

**WHEREAS**, the Parties mutually agree to partner and work cooperatively to establish the procedures and process by which the Consortium uses the New Jersey Funds consistent with the Consortium’s status as an organization exempt from tax under Code Section 501(c)(3) and the requirements applicable to NJBPU; and

**WHEREAS**, the Parties agree that this Agreement is in the best interests of the public; and

**WHEREAS**, the Parties under the powers vested to them by law, have determined that it is in the Parties’ mutual interest to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, conditions, promises and obligations contained herein, which the Parties acknowledge to be good and sufficient consideration to support this Agreement and bind and obligate the Parties hereto, NJBPU and NOWRDC agree as follows:

## 1. DUTIES OF THE PARTIES

### a. NJBPU will

- i. Be responsible for collecting and aggregating a total of \$1 million of New Jersey Funds from itself and from other New Jersey government entities during the four-year period from January 1, 2022 through December 31, 2025; and
- ii. Provide the \$1 million of New Jersey Funds to NOWRDC over the period from January 1, 2022 through December 31, 2025 in such amounts and at such times as the Parties shall agree; and
- iii. Provide to NOWRDC \$25,000 per year for the periods Q3 2022-Q3 2023; Q3 2023-Q3 2024; and Q3 2024-Q3 2025 for NJBPU's annual membership dues to support Consortium operations, administration, and research or related activities such as, but not limited to, issuing and managing solicitations, review of project proposals, and managing projects; and
- iv. Pay invoices submitted by NOWRDC for the NJBPU's annual NOWRDC membership dues and for the agreed upon portion of the \$1 million New Jersey Funds due within a particular invoice period, within 45 days of receiving an invoice from NOWRDC; and
- v. Designate a representative to serve on the Consortium's Board, and a representative to serve on the Consortium's Research and Development Committee ("R&D Committee") (collectively, the "NJBPU Representatives"), subject to and in accordance with the provisions of the Consortium's Bylaws; and
- vi. The NJBPU Representatives may consist of one or more employees from the New Jersey Economic Development Authority ("NJEDA") or other New Jersey state agencies who the NJBPU shall so appoint as its designee; and
- vii. Direct the NJBPU Representatives to participate in the Consortium's Board meetings and R&D Committee meetings, as applicable; and
- viii. Inform the Consortium when NJBPU wishes to designate a portion of the New Jersey Funds to fund specific projects, as more fully described below; and
- ix. Inform the Consortium when NJBPU wishes to offset a portion of the New Jersey Funds by providing in-kind service, as more fully described below.

### b. The Consortium will

- i. Utilize the New Jersey Funds for projects in the Consortium's primary research and development ("R&D") topic areas or "pillars" that include, but are not limited to:
  1. Wind plant technology advancement; and

2. Wind power resource and physical site characterization; and
3. Installation, operations and maintenance, and supply chain technology solutions.
  - ii. Utilize a competitive solicitation process to solicit projects that will be eligible for funding; and
  - iii. Utilize a fair and transparent evaluation process to review applications submitted to the Consortium in response to its solicitations and to select projects eligible for funding (“Selected Projects”); and
  - iv. Enter into contracts for the Selected Projects; and
  - v. Provide all services related to the execution of Selected Projects, including but not limited to, administration, finance and accounting, project management, technical review of all deliverables, and project closeout; and
  - vi. NOWRDC shall invoice the NJBPU annually for payment of the NJBPU’s membership dues, and periodically for each particular portion of the \$1 million commitment agreed to by the Parties; and
  - vii. NOWRDC shall provide NJBPU with expenditure reports regarding the New Jersey Funds within 30 days of expending such funds; and
  - viii. Provide semi-annual performance reports to NJBPU on the status of Selected Projects utilizing NJBPU funds.

## **2. PROJECTS UTILIZING NEW JERSEY FUNDS**

New Jersey Funds shall primarily be used to fund research activities that are (1) undertaken in New Jersey by New Jersey-based institutions, or (2) benefit New Jersey as the NJBPU and other New Jersey government agencies shall so determine.

## **3. IN-KIND SERVICES**

- a. From time to time, NJBPU may propose to NOWRDC that a portion of the New Jersey Funds be offset by in-kind services provided by NJBPU or its consultants, or other New Jersey government entities or their consultants.
- b. NOWRDC shall review such proposals in accordance with its Bylaws and standard practices and shall discuss such proposals with NJBPU and, if applicable, other New Jersey government entities.
- c. NOWRDC and NJBPU shall consent to and agree upon all reasonable proposals for in-kind services consistent with the Consortium’s status as a not-for-profit corporation exempt from tax under Code Section 501(c)(3), which consent shall not be unreasonably withheld, and shall agree on the amount of the New Jersey Funds to be offset by the in-kind services.

**4. TERM**

This MOA shall become effective as of the date first set forth above. This MOA, unless terminated sooner as set forth in Paragraph 10, shall remain in full force and effect for four (4) years from the date first set forth above. Each Party shall provide the other Party with written notice six (6) months in advance of the MOA's four-year anniversary date, using the contact information listed in Section 11 herein, advising whether that Party either intends to renew this MOA for another four-year term or intends not to renew. Should a Party elect the non-renewal option, an accounting shall be conducted within 60 days of the four-year anniversary date, in accordance with Section 10 herein. This process shall continue successively, without interruption, for all four-year terms that follow, so that this MOA shall be effective continuously and without interruption, unless (i) not renewed in accordance with the provisions of this paragraph or (ii) otherwise terminated in accordance with the provisions of Section 10 herein.

**5. SUBJECT TO THE AVAILABILITY OF FUNDING**

The New Jersey Funds to be provided under this MOA are subject to the availability of funds. A failure by NJBPU to make any payment required by this Agreement or to observe and perform any condition under this Agreement as a result of the New Jersey Funds not being available shall not in any manner constitute a breach or default under this Agreement. The NJBPU shall not be held liable in any manner whatsoever because of the absence of available funding with respect to the performance of its obligations under this Agreement.

**6. THIRD-PARTY BENEFICIARIES**

This MOA shall not create in any individual or entity the status of a third-party beneficiary, and nothing in this MOA shall be construed to create such status. The rights, duties, and obligations contained herein shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions of this Agreement are intended only to assist the Parties in determining and performing the obligations set forth herein. The Parties expressly agree that only they shall have any legal or equitable right to seek enforcement of this Agreement, seek any remedy arising out of performance or failure to perform by one of the Parties, or bring any action for breach of this Agreement, after complying with Section 8 of this MOA. Notwithstanding anything to the contrary, for purposes of this paragraph alone, "Parties" shall also include NJEDA or other state agencies only in such instances and for the specific periods when their employees are serving as NJBPU Representatives.

**7. ASSIGNMENT**

This MOA shall not be assignable. Neither Party hereto shall endeavor to assign its rights, privileges and obligations under this Agreement to any other third party whatsoever.

**8. DISPUTE**

If there are any disputes among the Parties concerning this MOA, the President of NJBPU and the Executive Director of the NOWRDC, or their respective authorized representatives, shall confer to resolve the dispute.

**9. AMENDMENT**

This MOA, including Attachment A and Attachment B hereto (collectively, "Attachments"), may be amended, supplemented, changed, modified, or altered only by mutual written agreement of the Parties, and shall be effective as of the date so stipulated therein. There shall be no limit to the number of times this MOA or each of the Attachments may be amended.

**10. TERMINATION**

Either party may terminate this MOA upon 60 days written notice of such intention to terminate. Such termination request shall be permitted, with or without cause. In the event of termination, the Parties agree to conduct a final accounting within 60 days of the termination effective date, and the Parties further agree to return any unexpended distributed funds back to the NJBPU.

**11. NOTICE**

a. All correspondence and notices to NJBPU regarding this MOA shall be addressed to the following person or his/her delegate or replacement:

Robert Brabston  
Executive Director  
New Jersey Board of Public Utilities  
44 S. Clinton Avenue  
Trenton, NJ 08625  
[Robert.Brabston@bpu.nj.gov](mailto:Robert.Brabston@bpu.nj.gov)

All correspondence and notices to NOWRDC regarding this MOA shall be addressed to the following person or his/her delegate or replacement:

Carrie Cullen Hitt  
Executive Director  
National Offshore Wind Research and Development Consortium  
1000 Innovation Road  
Stony Brook, NY 11794-6044  
[carrie.hitt@nationaloffshorewind.org](mailto:carrie.hitt@nationaloffshorewind.org)

**12. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the Parties and supersedes all other negotiations, representations, and understandings of the Parties, oral or otherwise, regarding the subject matter of this Agreement. This Agreement represents the entire agreement between the Parties; all negotiations, oral agreements and understandings that occurred prior to the date of this Agreement are merged and incorporated by reference herein.

**13. COUNTERPARTS**

This Agreement may be signed in counterparts, each of which, when so executed and delivered, shall be deemed original, but such counterparts together shall constitute one and the same instrument.

**14. SIGNATURES**

The terms and conditions of this Agreement have been read and understood by the persons whose signatures appear below, and the Parties agree to comply with the terms and conditions set forth on the preceding pages.

**15. AUTHORITY**

By execution of this MOA, the Parties represent that they are duly authorized and empowered to enter into the MOA and to perform all duties and responsibilities established in this MOA.

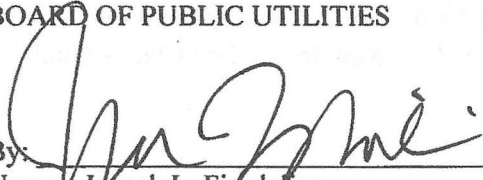
**16. GOVERNING LAW**

This MOA and the rights and obligations of the Parties shall be interpreted, construed, and enforced in accordance with the laws of the State of New Jersey. This MOA shall be subject to all the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59: 13-1 et seq. Any claims asserted against the State in connection with this MOA shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. It is acknowledged by the Parties that the Parties are covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59: 1-1 et seq. and the New Jersey Tort Claims Fund.

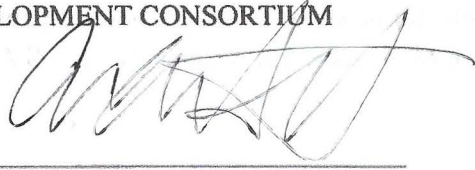
***[Remainder of page intentionally left blank; signature page follows].***

IN WITNESS WHEREOF, the Parties have caused this MOA to be executed by their duly authorized representatives or designees to be hereunto affixed as of the day, month, and year first written above.

STATE OF NEW JERSEY  
BOARD OF PUBLIC UTILITIES

By:   
Name: Joseph L. Fiordaliso  
Title: President

NATIONAL OFFSHORE WIND RESEARCH AND  
DEVELOPMENT CONSORTIUM

By:   
Name: Carrie Cullen Hitt  
Title: Executive Director



## ATTACHMENT A

This Attachment A is hereby incorporated into the Memorandum of Agreement between the NJ Board of Public Utilities (“NJBPU”) and the National Offshore Wind Research and Development Consortium (“NOWRDC”) (collectively, the “Parties”), entitled, MEMORANDUM OF AGREEMENT BETWEEN THE NEW JERSEY BOARD OF PUBLIC UTILITIES AND THE NATIONAL OFFSHORE WIND RESEARCH AND DEVELOPMENT CONSORTIUM

### I. METHOD OF PAYMENT

- A. NJBPU shall make payments as needed and as agreed upon by the Parties as defined at B. below, upon receipt of timely and satisfactory invoices from NOWRDC.
- B.
  - a. Q3 2022 Annual Dues for 2022-2023
  - b. Q3 2023 Annual Dues for 2023-2024
  - c. Q3 2024 Annual Dues for 2024-2025
  - d. Portions of the New Jersey Funds (as defined in the MOA) as requested and agreed to by the Parties during the period January 1, 2022 – December 31, 2025
- C. NJBPU shall remit payment within 45 days of receipt of a satisfactory invoice from NOWRDC.

### II. FINANCIAL AND PERFORMANCE REPORTING AND MOA MONTIORING

- A. **Expenditure Reports**  
NOWRDC shall submit expenditure reports to NJBPU regarding the New Jersey Funds within 30 days of expending the New Jersey Funds.
- B. **Performance Reports**  
NOWRDC shall submit to NJBPU reports semi-annually on the status of Selected Projects (as defined in the MOA) utilizing the New Jersey Funds.
- C. **Meetings**  
NA
- D. **Monitoring Requirements**  
NA

### III. MODIFICATIONS TO THE AGREEMENT

The MOA and any attachment thereto represent the entire Agreement between the parties and may only be amended in accordance with Section 9 of the MOA.

### IV. SPECIAL CONDITIONS

NA

**V. MULTI-YEAR AGREEMENTS**

The term of the MOA shall be as stated in Section 4 of the MOA.

## ATTACHMENT B

This Attachment B is hereby incorporated into the Memorandum of Agreement between the NJ Board of Public Utilities (NJBPU) and the National Offshore Wind Research and Development Consortium ("NOWRDC") (collectively, the "Parties"), entitled, MEMORANDUM OF AGREEMENT BETWEEN THE NEW JERSEY BOARD OF PUBLIC UTILITIES AND THE NATIONAL OFFSHORE WIND RESEARCH AND DEVELOPMENT CONSORTIUM

**1. Term and Budget**

The term is defined in Section 4 of the MOA. NJBPU will provide \$1,100,000 to NOWRDC, in such amounts and at such times as set forth in the MOA, including those in Attachment A.

**2. Reporting**

NOWRDC shall provide reports in accordance with the provisions of the MOA, including those of Attachment A.