

CLEAN ENERGY AND CLEAN TECH INNOVATION
MEMORANDUM OF UNDERSTANDING
BETWEEN THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY AND
THE NEW JERSEY BOARD OF PUBLIC UTILITIES

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 14th day of July 2021 by and between the New Jersey Economic Development Authority (“NJEDA”) and the New Jersey Board of Public Utilities (“NJBPU”). The NJEDA and the NJBPU are collectively referred to herein as the “Parties.”

WHEREAS, the NJEDA is an independent state agency, in but not of the Department of Treasury, that serves as the state’s principal agency for driving economic growth and is committed to making New Jersey a national model for inclusive and sustainable economic development by focusing on key strategies to help build strong and dynamic communities, create good jobs for New Jersey residents, and provide pathways to a stronger and fairer economy; and regulated utilities, including the development of clean, renewable sources of energy; and

WHEREAS, the NJEDA has an existing Memorandum of Understanding related to entrepreneurial program development and execution with the New Jersey Commission on Science, Innovation, and Technology (“NJ CSIT”), an independent commission, in but not of Treasury, that focuses on supporting early state entrepreneurship and innovation ecosystem building within the State; and

WHEREAS, the NJBPU is the state agency with authority to oversee the general supervision, regulation, jurisdiction, and control over public utilities in the State, including electric utilities and their rates and service. The law requires the NJBPU to ensure safe, adequate, and proper utility services at reasonable rates for customers in New Jersey; and through the NJBPU Division of Clean Energy (“DCE”), promotes energy efficiency programs and the development of clean, renewable sources of energy including solar, wind, geothermal, combined heat and power (“CHP”) and sustainable biomass. The goal of the DCE is to lower energy costs, reduce demand for electricity, emit fewer pollutants into the air and create jobs. Through its programs, the DCE offers education, outreach and financial incentives to residential, commercial businesses and industry, schools and governmental customers; 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 recognizes that supporting clean energy and clean tech innovation aligns with two of the Administration’s top priorities of:

- i. Ensuring that New Jersey achieves 100% carbon free electricity and an 80% carbon footprint reduction by 2050, while simultaneously addressing long-standing environmental justice issues; and
- ii. Restoring New Jersey’s leadership as the most diverse and inclusive innovation ecosystem in the United States (“New Jersey’s Clean Energy and Clean Tech Ecosystem”); and

WHEREAS, the NJEDA and NJBPU have a history of partnering with each other in the furtherance of clean energy and clean tech innovation and the Parties agree that this MOU will advance implementation of the statewide 2019 Energy Master Plan; and

WHEREAS, the NJBPU has agreed to provide the NJEDA with \$2.5 million in Clean Energy funding to execute the second phase of the Clean Tech Seed Grant Program and expand the scope of the Clean Tech R&D Voucher Program (“Clean Tech Programs”) that will strengthen the state’s Clean Energy and Clean Tech Ecosystem and encourage the continued development and growth of the green workforce and economy focusing on innovation; and

WHEREAS, N.J.S.A. 52:14-1 et seq. authorizes state agencies to enter into agreements to provide assistance to each other.

NOW, THEREFORE, it is agreed between NJEDA and NJBPU:

1. DUTIES OF THE PARTIES: To achieve the goals of this MOU, the Parties hereby agree as follows:
 - a. NJBPU will provide to NJEDA \$2.5 million in Clean Energy and Clean Tech funding upon execution of this MOU.
 - b. NJEDA will utilize this funding to execute the Clean Tech Programs, in conjunction with the NJ CSIT, that support the growth and development of New Jersey’s Clean Energy and Clean Tech Ecosystem. Specifically, the funds will support the following Clean Tech Programs:
 - i. Launch second phase of the Clean Tech Seed Grant Program to help New Jersey-based early-stage clean tech/clean energy companies accelerate development and innovation of clean technologies to transform new discoveries from research stage into commercially viable technologies, leading to industry and investor interest. Given the early-stage nature of this ecosystem building activity, NJEDA will execute this program in conjunction with the NJ CSIT. While the NJEDA will work to launch the second phase of this Program at the earliest, NJEDA anticipates the second phase of the Clean Tech Seed Grant Program to launch by no later than December 31st 2021 and disburse all funds by December 31st 2022. NJEDA and NJ CSIT may make amendments to the Program design and scope of work for this Program with written consent by NJBPU President.
 - ii. Expand scope of the Clean Tech R&D Voucher Program to help early-stage clean tech/clean energy companies in NJ to access core facilities, equipment and makerspaces at participating NJ university or federal laboratory/facility for clean energy/clean technological research and development. NJEDA may partner with the NJ CSIT on this initiative. While the NJEDA will work to launch this Program at the earliest, NJEDA anticipates the second phase of the Clean Tech R&D Voucher Program to launch by no later than December 31st 2021 and disburse all funds by December 31st 2022. NJEDA and NJ CSIT may make amendments to the Program design and scope of work for this Program only with written consent by NJBPU President.
 - c. NJEDA will provide to NJBPU quarterly updates on the use of funds.
 - d. If NJEDA chooses to not undertake the Clean Tech Programs by its target date of December 31st 2022, NJEDA shall notify the NJBPU and may propose amendments to this MOU.
 - e. NJEDA may undertake the Clean Tech Programs with the assistance of consultants or contractors retained by NJEDA.
2. TERM: This MOU shall become effective on the date it is fully executed by both Parties. This MOU, unless terminated sooner as set forth in Paragraph 9, shall remain in effect for (5) years from the execution of this MOU.

3. ADMINISTRATION FEE: NJEDA may utilize up to 5% of the \$2.5 million to support the administrative, personnel, and overhead costs of running the programs. This will be a one-time cost utilizing the initial \$2.5 million of funding and not an ongoing obligation.
4. SUBJECT TO THE AVAILABILITY OF FUNDING: The funding that NJBPU will provide under this MOU is subject to appropriations and the availability of funds.
5. THIRD-PARTY BENEFICIARIES: This MOU shall not create in any individual or entity the status of a third-party beneficiary and nothing in this MOU shall be construed to create such status.
6. ASSIGNMENT: This MOU shall not be assignable, except for the NJEDA's ability to partner and/or assign their responsibilities to NJ CSIT but shall bind and inure to the benefit of the Parties hereto and their respective successors.
7. ADMINISTRATION: Administration of this MOU shall be governed by the written agreements reached by the NJ BPU President and NJEDA CEO.
8. DISPUTE: If there are any disputes among the Parties concerning this MOU, the President of NJBPU and the CEO of NJEDA, or their authorized representatives, shall confer to resolve the dispute.
9. AMENDMENT: This MOU represents the entire and integrated agreement between the Parties and supersedes any and all prior agreements or understandings. This MOU may be amended by written agreement of the Parties.
10. TERMINATION: Either party may terminate this MOU upon service on the other party of written notice giving at least 90 days written notice of such intention to terminate. In the event of termination, the Parties agree to conduct a final accounting within 90 days of the termination effective date.
11. NOTICE: All correspondence and notices to NJBPU regarding this MOU shall be addressed to the following person or his/her delegate or replacement:

Kelly Mooij
Director, Division of Clean Energy
New Jersey Board of Public Utilities
44 S. Clinton Avenue, Trenton, NJ 08625

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

Pallavi Madakasira
Director, Clean Energy Sector Lead
New Jersey Economic Development Authority
36 West State Street, PO Box 990, Trenton, NJ 08625

12. This MOU is being entered into for the sole purpose of evidencing the mutual understanding and intention of the Parties.
13. The parties, both entities of the State of New Jersey, are each subject to the New Jersey Tort Claims Act and the New Jersey Tort Claims Fund. This MOU shall be subject to all the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.). Therefore, the Parties agree that each entity shall be liable for its own conduct and any claims against it without indemnification from the other party.

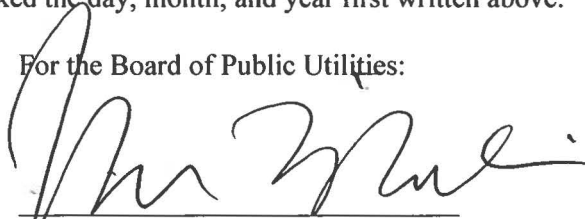
IN WITNESS WHEREOF, the Parties have caused this MOU to be signed by their duly authorized representatives or designees to be hereunto affixed the day, month, and year first written above.

For the Economic Development Authority:



Tim Sullivan
Chief Executive Officer

For the Board of Public Utilities:



Joseph L. Fiordaliso
President

July 30, 2021
DATE

7/14/2021
DATE