

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), made as of this 23 day of May, 2019 (the "Effective Date"), is between the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY ("EDA") and the NEW JERSEY COMMISSION ON SCIENCE, INNOVATION AND TECHNOLOGY ("CSIT"), (collectively the "Parties").

WHEREAS, P.L. 2018, c.091 re-established CSIT as an independent commission, in but not of Treasury, charging CSIT with responsibility for the development and oversight of policies and programs for science, innovation, and technology in New Jersey, among other duties and authorities; and

WHEREAS, the EDA, established pursuant to N.J.S.A. 34:1B-1 et seq., is an independent State authority, in but not of Treasury, that serves as the State's principal entity 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

WHEREAS, among its services, the EDA offers a portfolio of resources to support the growth of New Jersey's industries, including financing, real estate and networking support; and

WHEREAS, the State has and may, from time to time, appropriate funds to support the activities of CSIT, and those funds for State Fiscal Year 2019 were appropriated to the EDA account;

WHEREAS, EDA has the technical expertise and capacity to support the CSIT's activities and the EDA will provide office staff, office space, and support services to assist CSIT in carrying out the responsibilities identified in P.L. 2018, c.091; and

WHEREAS, it is in the best interest of the Parties to enter into this MOU regarding the provision of EDA staff and administrative services in support of CSIT; and

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

NOW, THEREFORE, it is agreed between the Parties:

1. EDA shall provide ancillary support and services, as described as follows:
  - a. Providing administrative and support services to meet the needs of CSIT, including but not limited to, corporate governance and public information support services such as CSIT Board meeting support, records custodian and assistance with Open Public Records Act information requests, guidance on ethics matters and liaison with State Ethics Commission, and media outreach and management.
  - b. Encumbering and disbursing any State funds appropriated to CSIT when and as directed by CSIT in writing, on a timely basis for purposes determined by CSIT in its discretion.
2. As part of the services provided by EDA in paragraph 1 above, in addition to any Deputy Attorney General assigned to CSIT, EDA will provide legal services to CSIT from an EDA-assigned Deputy Attorneys General.
3. EDA agrees that it will not encumber, disburse or otherwise spend State funds appropriated to CSIT except when and as directed expressly by CSIT, as authorized, in writing.

4. EDA agrees to provide written reports as needed, and upon request, to CSIT detailing any staff services provided for in paragraph 1 above. The Parties anticipate that CSIT will meet every six weeks unless more frequent meetings become necessary.
5. With the exception of the pro-rated time of EDA staff working on direct CSIT program support, it is the intent of the Parties that CSIT will not compensate EDA for the costs incurred on behalf of CSIT for the services provided for in paragraph 1 above. EDA will bill CSIT quarterly for staff time spent on direct program support of the CSIT and its programs based on staff salaries, including fringe benefits and pension contributions, pro-rated by the number of hours staff dedicates to the CSIT. The EDA will not bill CSIT for any EDA staff time spent on human resources, communications, accounting, marketing or similar activities on behalf of CSIT. EDA will not be financially responsible for any costs incurred by CSIT other than those provided for in paragraphs 1 as described in this paragraph, and all award funding for CSIT's innovation partnership grants and other financial assistance awarded by CSIT will be paid from funds of CSIT. Other costs not contemplated in this Agreement arising from the Parties' joint activities will be mutually agreed upon in writing before incurring them.
6. CSIT will direct all appropriations of State funds to CSIT to be deposited in a separate account held by the NJEDA on behalf of CSIT. EDA will provide support to obtain a contract with an independent auditor to include all necessary audits for CSIT. Costs relating to outside auditors for CSIT will be paid from funds of CSIT.
7. CSIT will obtain insurance as its Board deems necessary and appropriate, and the cost of its insurance coverage will be paid from funds of CSIT.
8. Staff services set forth in paragraph 1 will be conducted from EDA's main or satellite offices or as otherwise allowed by EDA policy for EDA personnel.
9. EDA will make available conference room(s) at EDA's main offices for regular and special meetings of CSIT and will provide conference room space at EDA's main or satellite offices so that CSIT members may transact the business of CSIT.
10. EDA will identify an EDA staff member who will be the primary contact staff for CSIT.
11. CSIT, as constituted by statute, will continue to function as the exclusive entity empowered to make decisions for CSIT.
12. All expenses related to funding of awards and all other assets carried on the CSIT balance sheet will be paid for out of CSIT's annual appropriation and be reflected in CSIT's financial statements.
13. The MOU shall not take effect unless approved by the Boards of the EDA and CSIT, and executed by the authorized representatives of CSIT and EDA. This MOU becomes effective immediately upon execution and shall remain in effect for two (2) years, unless terminated sooner pursuant to section 14 below. This MOU may subsequently be extended for one (1) year upon mutual written consent of the Parties.
14. The Parties are entering into this MOU for the sole purpose of evidencing the mutual understanding and intention of the Parties with respect to the provision of EDA support services for CSIT. It may be amended, modified, and supplemented at any time by mutual consent and in writing signed by the undersigned or their designees. This MOU may also be terminated by the Board of EDA or CSIT upon 60 days prior written notice to the other. There are no third-party beneficiaries of this MOU.

15. The Parties acknowledge that they are public entities of the State of New Jersey. Therefore, the Parties agree that each entity shall be liable for its own conduct and any claims against it without indemnification from the other.
16. All notices, demands or communications to any party to this MOU shall be send to the addresses set forth below or as may be otherwise modified in writing:

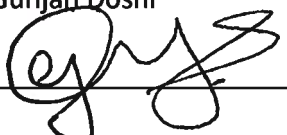
EDA: 36 West State Street  
PO Box 990  
Trenton, NJ 08625  
Att'n \_\_\_\_\_

CSIT: 36 West State Street  
PO Box 990  
Trenton, NJ 08625  
Att'n \_\_, CSIT\_\_\_\_\_

IN WITNESS HEREOF, EDA and the CSIT have executed this MOU on the dates below:

For EDA:

Name: Tim Sullivan  
Signature:   
Title: Chief Executive Officer, NJEDA  
Date: July 2, 2019

Name : Gunjan Doshi  
Signature :   
Title: Chair, CSIT  
Date: May 23 2019