

**THIRD AMENDMENT TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NEW JERSEY COMMISSION ON SCIENCE, INNOVATION AND TECHNOLOGY  
AND  
THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY**

This Third Amendment (“Third Amendment”) to the Memorandum of Understanding (Original MOU”) made by and between the NEW JERSEY COMMISSION ON SCIENCE, INNOVATION AND TECHNOLOGY (“CSIT”) and the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY (“NJEDA”), instrumentalities of the State of New Jersey (“the State”). The CSIT and the NJEDA may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.” Except as otherwise defined herein, all capitalized terms shall have their meaning as set forth in the Original MOU.

**WHEREAS**, the Parties entered into the Original MOU between the CSIT and NJEDA effective July 2, 2019 which committed to provide support services and staff to the CSIT and CSIT would reimburse the NJEDA for the cost of such services; and

**WHEREAS**, the Parties amended the Original MOU by way of a First Amendment and Restatement to the Memorandum of Understanding (“Amended and Restated”) effective on September 23, 2019 to allow the NJEDA to commence the hiring process for the CSIT Executive Director, for the CSIT to have ultimate approval over who was to be hired, and to allow for the CSIT Executive Director to be an employee of the NJEDA, and for CSIT to reimburse the NJEDA for actual costs to the NJEDA of the CSIT Executive Director’s employment; and

**WHEREAS**, the Parties amended the Original MOU by way of a Second Amendment effective on June 7, 2021 to allow CSIT to recruit and hire additional staff as NJEDA employees with compensation and hiring decisions made jointly by NJEDA and CSIT, for the CSIT personnel to report solely to CSIT and paid from State funds appropriated to the CSIT unless otherwise agreed upon among the Parties, and for NJEDA to provide office space and ancillary support and services to the CSIT personnel; and

**WHEREAS**, the success and expansion of programming under the CSIT in the two years since the signing of the Original MOU has substantially increased the support required for programmatic implementation that is currently provided by NJEDA staff at no-cost to CSIT; and

**WHEREAS**, the NJEDA and CSIT have agreed that it would be in the best interest of the State to re-assess what services CSIT should reimburse NJEDA for providing and at what cost; and

**NOW THEREFORE**, in consideration of the foregoing the Parties hereby agree as follows:

1. Section 5 of the Amended and Restated MOU is hereby amended to read as follows:

*CSIT will compensate EDA for the cost incurred on behalf of CSIT for the services provided for in paragraph 1 as follows:*

- a. For NJEDA staff who are made available to the Executive Director to utilize a portion of their time working on direct CSIT program support, NJEDA will bill CSIT quarterly based on staff salaries, including fringe benefits and pension contributions, pro-rated by the number of hours staff dedicates to the CSIT.*
- b. For NJEDA staff who provide procurement assistance to CSIT, NJEDA will bill CSIT quarterly based on staff salaries, including fringe benefits and pension contributions, pro-rated by the number of hours staff dedicates to the CSIT.*
- c. For each CSIT program that will require NJEDA program support services such as but not limited to application compliance review, interagency compliance review, website design, application design, business operations, marketing, New Jersey register publication, closing, and post-award closing services, CSIT will compensate NJEDA 5 percent of each applicable program's total budget provided that NJEDA has not already received compensation for services for that specific .*
- d. For CSIT programs that have a post-award compliance period of greater than two years, the Parties may agree in writing to additional compensation on an individual program basis.*
- e. For office space and personal information technology (IT) products and services, CSIT will compensate NJEDA \$11,275 per CSIT personnel to include the Executive Director, quarterly based on the average number of CSIT personnel during the preceding quarter.*
- f. NJEDA will not bill CSIT for any NJEDA staff time spent on human resources, communications, accounting, or similar activities unrelated to a specific CSIT program on behalf of CSIT, or other activities outlined in section 1 but not detailed in this section.*
- g. The Parties will revisit the compensation for NJEDA staff as described in this section at least every two years.*

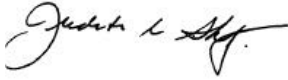
*NJEDA will not be financially responsible for any costs incurred by CSIT other than those provided for in paragraphs 1 as described in this paragraph, and all award funding for CSIT's innovation partnership grants and other financial assistance awarded by CSIT will be paid from funds of CSIT. Other costs not contemplated in this Agreement arising from the Parties' joint activities will be mutually agreed upon in writing before incurring them.*

2. Except as otherwise provided in this Third Amendment, all of the terms, covenants and conditions of the Original MOU, and the Amended and Restated MOU, and the Second Amendment shall remain in full force and effect.

3. All references to the term “MOU” in the Original MOU shall be deemed to refer to the Original MOU, as modified by this Third Amendment.
4. The Third Amendment shall be effective as of July 01, 2021 (“the Effective Date”).

**IN WITNESS WHEREOF**, the Parties have executed and delivered this THIRD AMENDMENT on the date set forth next to their respective signatures below, but effective as of the date set forth above. The Parties agree to accept electronic signatures.

**New Jersey Commission on Science, Innovation and Technology**



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By: Judith Sheft, Executive Director

Date: October 8, 2021

**New Jersey Economic Development Authority**



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By: Tim Sullivan, Chief Executive Officer

Date: October 8, 2021