

## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date of last signature by and between the University Corporation for Atmospheric Research (UCAR) contracting on behalf of the Center for Ocean Leadership (COL), a Colorado non-profit corporation and the Regional Wildlife Science Collaborative for Offshore Wind (RWSC), an initiative formed in 2021 and supported by Atlantic coast states, federal agencies, offshore wind companies, and environmental non-governmental organizations to coordinate data collection, management, and research related to offshore wind, wildlife, and the marine ecosystem in U.S. Atlantic waters.

WHEREAS, UCAR through UCAR Community Programs (UCP) provides a suite of innovative resources, tools, and services to researchers, educators, and practitioners in the Earth system science community. The Center for Ocean Leadership (COL) is a program within UCP. COL was established as a Center under UCP in 2022 to support the ongoing work of the ocean science community. COL is a convenor and coordinator for ocean science working with our 85+ affiliated institutions and federal agencies across the government. COL affiliated institutions span the academic, industry, and non-profit sectors engaged in ocean science, technology development and public education. COL staff are experienced in managing research granting programs such as the funds available for ocean research in the Gulf of Mexico following the Deepwater Horizon oil spill. UCP Centers and programs provide research, training, convening, data science and other facilities for earth system sciences broadly. UCP manages a budget of \$60M under management. UCP Business Shared Services are experienced with all aspects of the business side of scientific program management including budget formulation and execution, proposal development and management, contract management, overall fiscal management, human resource functions and more.

WHEREAS, RWSC was established by and provides a forum and capacity for the federal agencies, Atlantic coast states, offshore wind companies, and environmental non-governmental organizations (“Sector Caucuses”) to implement RWSC’s mission “to collaboratively and effectively conduct and coordinate relevant, credible, and efficient regional monitoring and research of wildlife and marine ecosystems that supports the advancement of environmentally responsible and cost-efficient offshore wind power development activities in U.S. Atlantic waters”. RWSC is co-hosted by the Northeast Regional Ocean Council (NROC) and Mid-Atlantic Regional Council on the Ocean (MARCO) and supported by the Coastal States Stewardship Foundation (CSSF) as fiscal agent for operational funds. RWSC is governed by a Steering Committee with

equal representation from the four Sector Caucuses. RWSC identifies research priorities and coordinates research, data collection, and data management through its topical Subcommittees, which include members from each of the Sector Caucuses and the broader research community who have specific expertise conducting research or managing data for each taxon/topic. The RWSC Annual Work Plan, which is approved by the Steering Committee, is implemented by a director who is selected to serve as the primary point of contact on behalf of RWSC to administer operational funds and manage activities including convening the Subcommittees and overseeing the staff supporting these activities. The Steering Committee and the Sector Caucuses, with support from the Subcommittees, are developing an Integrated Science Plan for Offshore Wind, Wildlife, and Habitat in U.S. Atlantic Waters (“Science Plan”) that will describe existing research and data management funded individually or collaboratively by the four Sectors and partners, as well as data gaps and research needs. It is the intent of the Steering Committee to develop one or more funds for the research, data collection, and data management activities described in the Science Plan (“Research Fund”).

WHEREAS, UCAR and RWSC have agreed that COL shall collaborate with RWSC to assist in the contractual management for the Research Fund (as determined on a case-by-case basis). UCAR and RWSC have agreed that RWSC will serve in a technical, programmatic oversight, and decision-making role for identifying funding sources, approving the acceptance of funds, and selecting projects for funding with the purpose of implementing the RWSC Science Plan. Funds will be provided to UCAR by third party funder(s) in support of the Science Plan. UCAR will develop and execute agreements to achieve RWSC and funder outcomes and manage related activities; similar to a federal proposal review committee relationship.

NOW, THEREFORE, in consideration of these mutual priorities, UCAR and RWSC agree to the terms set forth below.

## **I. Roles and Responsibilities**

### **A. RWSC Roles**

1. The RWSC Steering Committee will be responsible for the programmatic and strategic direction of the Research Fund. This will include identifying funding sources from third-party funders and approving the acceptance of each source into the Research Fund. To ensure programmatic and strategic alignment with the Science Plan, the RWSC Steering Committee intends to work with prospective funders to develop draft scopes of work, budgets, and contractual terms, which will then be shared with UCAR for legal and contractual review. It is the intent of the Parties to work together to resolve subsequent changes to draft agreements resulting from legal

and contractual review or negotiations with third-parties that significantly alter the intent of the Steering Committee in accepting the funding for inclusion in the Research Fund.

2. The RWSC Director will serve as the primary point of contact for UCAR with respect to the Research Fund. The RWSC Steering Committee, including NROC/MARCO leadership, may designate other individual(s) to serve as point(s) of contact as needed. The RWSC Director will be responsible for guiding the programmatic and strategic elements of the Research Fund on behalf of the RWSC Steering Committee and will have technical oversight of programmatic activities related to the administration and implementation of the Research Fund. The RWSC Director will also be responsible for overseeing and facilitating coordination between activities of the RWSC Annual Work Plan and projects implemented via the Research Fund.

## **B. UCAR Roles**

1. **Integration with RWSC Annual Work Plan.** Consistent with the requirements of third-party funding sources funded in support of the Research Fund and budget designated for this purpose, UCAR will develop an agreement with CSSF with the purpose of supporting the RWSC Director and other RWSC staff efforts to implement of the Annual Work Plan with Research Fund activities. The scope of work will include personnel time (contingent upon funding by third party funders) to facilitate the involvement of the expert Subcommittees in Research Fund activities and communicate the progress/results/outputs of research projects to RWSC participants, consistent with individual funding source requirements. The annual scope and budgeted amount of funding provided by third party funders will be developed and approved by the RWSC Director and COL Director.

2. **Program Manager.** UCAR agrees to provide a Program Manager who shall serve as the primary point of contact for Research Fund administration. The COL Director shall be responsible for the day-to-day supervision of the Program Manager and shall have oversight to facilitate the performance of work. The Program Manager's primary responsibility under this MOU is to work directly with the RWSC Director as their primary point of contact, and the RWSC Steering Committee as needed, to support the implementation of the RWSC Science Plan through the research fund(s).

The Program Manager, guided by the RWSC Director and supported by the RWSC Steering Committee, and RWSC expert Subcommittees, will be responsible for managing the portfolio of projects within the Research Fund. COL will provide additional staff support as available in the

budget provided by third party funders to support the Program Manager's work. The Program Manager will provide the RWSC Steering Committee with progress reports related to Research Fund administration consistent with individual funding source requirements.

**3. Other COL UCAR Employees.** UCAR agrees to employ other individuals as necessary and contingent upon third-party funding received annually and budgeted for this purpose to support funding obligations to support the Research Fund. This is expected to include supporting the Program Manager in managing the portfolio projects within the Research Fund, consistent with the individual funding source requirements. The COL Director shall be responsible for the day-to-day supervision of the employees and shall have oversight to ensure the satisfactory and timely performance of work.

**4. Organizational Change.** UCAR agrees to provide RWSC with written notification two weeks before replacing named key personnel, provided, however, that where immediate termination is clearly necessary to protect the interests of the project, UCAR need only provide RWSC with such notice both as soon as possible and before selecting a replacement. UCAR's key project staff and/or personnel for this MOU includes: Andrew Rosenberg as a senior advisor to the COL Director, COL Director, Sonya Legg (contingent upon her start date of September 5, 2023) Megan Delaney, and Katharine Fillingham.

**C. Point of Contact.**

Each party will designate a primary point of contact.

**D. Research Fund Annual Work Plan.**

Annually, before the start of the fiscal year, UCAR and RWSC will mutually agree on a Research Fund Annual Work Plan and budget for the coming year, consistent with the implementation of the RWSC Annual Work Plan (Work Plan). Halfway through the annual plan period, UCAR and RWSC will review progress and make program and budget adjustments as needed and mutually agreed. Additional reviews and adjustments to the Work Plan may be required as mutually agreed outside of the annual/semiannual review periods.

**E. Third-party Funding Agreements.**

The Parties acknowledge that UCAR retains legal and financial responsibility for all third-party funding agreements entered into on behalf of RWSC. RWSC and COL agree to collaboratively seek funding opportunities to establish sources for the Research Fund. Given that all funding to UCAR on behalf of RWSC via these Third-party Funding Agreements is intended to advance the RWSC Science Plan, the RWSC Steering Committee will have the opportunity to review all draft Funding Agreements to ensure consistency with RWSC priorities. Prospective funders that prohibit RWSC Steering Committee review of contractual agreements will not be accepted by the Steering Committee as potential sources to the Research Fund.

**F. Research Subcontracts.**

UCAR, on behalf of RWSC, agrees to subcontract with individuals and/or entities as necessary to implement research, data collection, and data management activities and meet the obligations of each funding source within the Research Fund. These individuals or entities are not employees of UCAR or RWSC. UCAR will be responsible for implementing and supporting any competitive subcontractor selection processes, including drafting Requests for Proposals (RFPs), collaboratively reviewed by the RWSC Steering Committee. RWSC will make programmatic decisions and recommendations for funding subawardees/subcontractors. UCAR, in collaboration with RWSC, will utilize best procurement practices including designing and implementing competitive processes, and reviewing and approving scopes of work, budgets, deliverables, invoices, and expenses. UCAR will use best efforts to negotiate subcontracts with meritorious subcontractors selected by RWSC and UCAR will be responsible for the procurement procedures and execution of the subcontracts. Both parties acknowledge that it may not be possible to execute all subcontracts recommended RWSC for funding due to extraneous circumstances and timelines are not guaranteed. Subcontractors selected for funding must meet both selection criteria to be negotiated by RWSC and UCAR, as well as any required flow downs from third party agreements.

**G. Insurance and Liability.**

UCAR agrees to ensure all subawardees/subcontractors hold appropriate insurance including coverage for liability associated with complex research operations in the challenging coastal and ocean environment (e.g., use of aircraft, ships, sensors, and handling and tagging of animals including threatened and endangered species), consistent with the terms and conditions of each funding agreement.

## **H. Intent of Intellectual Property and Data Sharing.**

RWSC intends to make all research outputs produced from the Research Fund (i.e., via third-party agreements) publicly available. It is the mutual intent of the Parties that UCAR will hold on behalf of RWSC, the rights to all intellectual property generated from subcontracts and subawards, consistent with third-party funding agreements. The Parties agree that the intent is for any intellectual property terms negotiated with third party funded agreements, in support of COL and the Research Fund shall contain standard language for non-profit research agreements. Consistent with United States patent and copyright laws, UCAR owns the entire right, title, and interest in all intellectual property, including patents, copyrights and other intellectual property rights developed by UCAR personnel (“UCAR Intellectual Property”). Sponsors own the entire right, title, and interest in all intellectual property, including all patents, copyrights and other intellectual property rights, developed by Sponsor personnel (“Sponsor Intellectual Property”). To the extent that any Intellectual Property is jointly developed by UCAR and Sponsor personnel in the performance of work under this Agreement; provided that such Intellectual Property is not derived from and does not include or infringe upon the pre-existing Intellectual Property of either party, it will be jointly owned (“Joint Intellectual Property”), consistent with United States patent and copyright laws, including the Bayh-Dole Act. If UCAR or Sponsor wish to share their Intellectual Property with RWSC, they may do so without accounting to the other party.

1. Software and Data created and related to the Research Fund under third party funded awards should be encouraged to be made open source, to the extent that they are not derived from and do not include or infringe upon the pre-existing Intellectual Property of any party.

2. Consistent with the mission of UCAR research must be shared freely with the research and educational community, inclusive of RWSC and publication of research results is encouraged.

## **I. Annual Budget and Audits.**

UCAR and RWSC will annually agree on a budget for COL support for implementation of RWSC Annual Plan and the Research Funds. UCAR agrees to provide annual audit results and other organizational materials, upon request and as necessary to RWSC.

## **J. Reports.**

COL will provide RWSC's primary point of contact with quarterly reports by third-party funding sources that designate the ability to share such data with RWSC in their contracts to UCAR, summarizing funds received in the quarter, total obligated amounts to date, total expenses incurred to date, and the balances for each funding source and reporting category. The report will also include information on subawards/subcontracts funding for subcontracts made under contracts that designate the ability to share data with RWSC, total incurred expenses and balances. RWSC can request additional financial reports and information ad hoc and/or when mutually agreed upon by the Parties, adjust the financial reporting requirements.

## **K. Decision Making.**

UCAR will issue RFPs in collaboration with RWSC. The RWSC Steering Committee will be responsible for selecting projects with COL to implement under the Research Fund using the RWSC Science Plan as a blueprint to ensure outcomes inform collaboratively identified regional needs. This may involve coordination with funder(s) and other partners. The COL Director, or their designee and RWSC Steering Committee, or their designee shall collaborate, as needed, on the selected subcontract terms in support of the Research Fund.

## **II. Communication**

**A. Point of Contact for Research Fund Information.** The RWSC Steering Committee or their designee will serve as the primary point of contact to RWSC members and participants with respect to the Research Fund. The RWSC and COL websites will be used to disseminate authoritative information regarding the Research Fund, funding opportunities, and the results and outputs of projects and activities derived from the Research Fund. RWSC may give UCAR staff access to the RWSC website to assist with the development and dissemination of Research Fund communication materials and website content.

**1.** Communications with funders will always include the designated RWSC Point of Contact and the UCAR Program Manager for awareness and collaboration purposes.

2. UCAR Contractual Point of Contact for notices is [Fedaward@ucar.edu](mailto:Fedaward@ucar.edu). For negotiation purposes, questions, and updates please send inquiries to Anna Thomas, Manager, Direct Awards, UCAR Contracts at [althomas@ucar.edu](mailto:althomas@ucar.edu).

RWSC Contractual Point of contact for notices is Emily Shumchenia, RWSC Director at [emily.shumchenia@gmail.com](mailto:emily.shumchenia@gmail.com)/ For negotiation purposes, questions, and updates please send inquiries to Emily Shumchenia, RWSC Director at [emily.shumchenia@gmail.com](mailto:emily.shumchenia@gmail.com).

## **B. Review.**

The RWSC Steering Committee will review all communication products and website copy developed by COL prior to dissemination. COL agrees to provide draft communication products and website copy to RWSC with sufficient time to conduct review.

## **C. Use of Names and Logos.**

Prior written consent from each party is needed for use of the other party's names and logos, on its websites or social media platforms, or similar promotional materials. Prior written consent from the RWSC Steering Committee to use RWSC names and logos does not confer consent to use individual RWSC member entity names and logos in UCAR's publicly available client lists, on its websites or social media platform, or similar promotional materials. Prior written consent to use government and private entity names and logos must be procured separately.

# **III. General**

## **A. Mission Oriented Collaboration.**

UCAR and RWSC have agreed that it is in their mutual best interests and in line with their respective and complementary missions to collaborate with each other and to seek opportunities to collaborate with other similar missioned entities working toward common goals. These pursuits amongst UCAR, RWSC, and other entities may include joint pursuits, collaborations, and other undertakings intended to advance and support the shared missions, goals, and interest of each respective organization, such as exploring opportunities for improved data management with respect to marine life data collection, archiving, and dissemination. These pursuits do not limit or commit either organization from pursuing these goals independently. Similarly, UCAR and RWSC

intend to collaboratively seek funding for the RWSC Research Fund, but this agreement does not limit or commit either organization from seeking funds separately from each other for their own purposes.

**B. Term and Termination.**

This MOU shall be effective from the date of last signature through May 31, 2028. This MOU may be terminated by either party at any time upon the provision of 30 days' notice in writing to the other party. Upon termination of this Agreement, the parties shall conduct a final quarterly report of any Reports as described in Section 2 within 30 days of the termination.

**C. Modification and Changes.**

This Agreement cannot be changed or modified except by an instrument in writing duly signed by both parties.

**D. Governing Law.**

Reserved.

**E. Integration.**

In the event of any conflicts with the terms of future funded agreements between the parties and this MOU, the terms of the future funded agreements shall supersede the terms contained herein.

**F. Assignment.**

This Agreement cannot be assigned by either party, unless agreed to in writing by both parties.

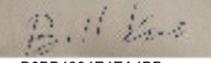
**G. Headings.**

The headings contained in this Agreement are for the convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed their names on the day and year before mentioned.

**UCAR Community Programs**

**University Corporation for Atmospheric Research**

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DocuSigned by:  
  
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By: Ying-Hwa (Bill) Kuo  
Title: UCP Director  
Date: 7/21/2023

By: Antonio J. Busalacchi  
Title: President  
Date: 7/21/2023

**Regional Wildlife Science Collaborative for Offshore Wind**

  
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By: Emily Shumchenia  
Title: RWSC Director  
Date: 07-21-2023