

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

This Second Amendment (“Second 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 CSIT has a need for hiring additional staff for program support; and

WHEREAS, the NJEDA and the CSIT have agreed that it would be in the best interests of the State to allow additional CSIT staff to be hired as NJEDA employees, for which CSIT will reimburse the NJEDA for the actual costs to the NJEDA of the CSIT’s staff employment; and

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

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

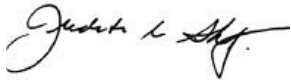
EDA will provide support to CSIT in its recruitment and hiring of an Executive Director and other personnel as deemed necessary by CSIT and agreed to by the EDA, with all final decisions related to the compensation and hiring of an Executive Director being done by CSIT and compensation and hiring of other personnel being decided jointly by EDA and CSIT. The Executive Director and other personnel shall report solely to the CSIT and shall be paid from State funds appropriated to the CSIT unless otherwise agreed to among the parties. Notwithstanding that CSIT will bear all costs of the Executive Director and other personnel, the Parties agree that the Executive Director and other personnel will be employees of the EDA. EDA shall provide office space and ancillary

support and services, as described in subsections a through c of this section, to the Executive Director and other personnel, and make available to the Executive Director EDA staff, as needed, which will utilize a portion of their time as follows: [...]

2. Except as otherwise provided in this Second Amendment, all of the terms, covenants and conditions of the Original MOU, and the Amended and Restated MOU 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 Second Amendment.
4. The Second Amendment shall be effective as of the date of final execution by the parties (“the Effective Date”).

IN WITNESS WHEREOF, the Parties have executed and delivered this **SECOND 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



By: Judith Sheft, Executive Director

Date: June 7, 2021

New Jersey Economic Development Authority



By: Tim Sullivan, Chief Executive Officer

Date: June 7, 2021