

MEMORANDUM OF UNDERSTANDING

between the

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF OCEAN ENERGY
MANAGEMENT, REGULATION, AND ENFORCEMENT
and the

UNITED STATES
DEPARTMENT OF ENERGY
OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY

for the

COORDINATED DEPLOYMENT OF OFFSHORE WIND AND MARINE AND HYDROKINETIC ENERGY TECHNOLOGIES ON THE UNITED STATES OUTER CONTINENTAL SHELF

I. Purpose

The United States Department of the Interior (DOI) Bureau of Ocean Energy, Management, Regulation, and Enforcement (BOEMRE), and the United States Department of Energy (DOE) Office of Energy Efficiency and Renewable Energy (EERE) (jointly, “the Participants”) enter into this Memorandum of Understanding (MOU) in order to prioritize and facilitate environmentally-responsible deployment of commercial-scale offshore wind and marine and hydrokinetic (MHK) energy technologies on the Outer Continental Shelf (OCS) through collaborative efforts on issues of mutual interest.

II. Statutory Authorities

A. Outer Continental Shelf Lands Act, as amended, 43 U.S.C. §§ 1331 *et seq* (OCSLA)

Subsection 1337(p) of the OCSLA gives the Secretary of the Interior the authority to issue a lease, easement, or right-of-way for, among other things, activities that produce or support production, transportation, or transmission of energy from sources other than oil and gas and that are not otherwise authorized in the OCSLA, the Deepwater Port Act of 1974, the Ocean Thermal Energy Conversion Act of 1980, or other applicable law. Subsection 1337(p)(4)(F) requires the Secretary to ensure that such activities are undertaken in coordination with relevant Federal agencies. The Secretary of Interior’s authority under subsection 1337(p) has been delegated to the BOEMRE.

DOE enters into this MOU under the authority of Section 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended; 42 U.S.C. §7256).

III. Scope and Objectives

The Participants recognize that it is a national priority to work to ensure the expeditious development of offshore wind and MHK technologies on the OCS and that Federal and State responsibilities and policies for safety, environmental stewardship and pollution prevention, as well as industry trends including technology, engineering and operational practices must all be considered to achieve this goal.

Therefore, to augment the scientific and technical capabilities of the Participants with respect to the deployment of offshore wind and MHK technologies, to build on existing staff-level collaboration, and to implement the purposes stated above, the Participants express their intent to undertake collaborative activities such as formal and informal information exchange; stakeholder engagement; research on technical, environmental and other questions of mutual interest; joint evaluation and development of standards and guidelines; and the dissemination of any relevant products to decision-makers.

The Participants anticipate that these will include, but will not be limited to:

1. Development of attainable deployment goals for offshore wind and MHK on the OCS;
2. Identification and implementation of inter-agency measures to harmonize and synchronize Federal and State project authorization processes in order to establish reasonable and efficient permitting timeframes;
3. Development of a plan for offshore wind resource measurement and prediction, focused first on the Atlantic coast, and followed by plans for other regions as appropriate;
4. Development of a plan for MHK resource measurement and prediction, focused first on the Pacific Coast, and followed by plans for other regions as appropriate;
5. Coordination with the appropriate parties to acquire appropriate resource measurements and develop models to characterize variable wind, wave, tidal and ocean current resources on the OCS;
6. Collaboration on development of technical standards for offshore wind and MHK technologies on the OCS and identification of best management practices for the suite of offshore wind and MHK technologies;
7. Identification of sites with high potential for commercial-scale MHK and offshore wind development and pursuit of priority leasing and efficient regulatory processes for these sites;
8. Development of environmental monitoring and mitigation protocols and collaboration on environmental study efforts where applicable;
9. Coordination of studies and other activities in support of research leases for offshore wind and MHK and related activities, as provided by BOEMRE regulation (30 CFR 285.238);

10. Identification and pursuit of opportunities to exchange information, ideas, skills, and technological data, such as through jointly-held symposia or workshops, or through jointly authored papers and presentations;
11. Joint engagement with coastal states, tribes, and regional governors associations and other relevant entities in support of the efficient deployment of offshore wind and MHHK development through participation in task forces and other focused initiatives;
12. Technical assistance from DOE in support of BOEMRE offshore wind and MHHK lease and project reviews;
13. Gathering and disseminating publicly-available data, baseline agency assessments and additional resources related to project evaluation, design and decision-making to the full spectrum of public and private interests.

IV. Implementation and Review of Activities

The Participants agree that within 30 days of the signing of this MOU, a Working Group designated by the Participants intends to submit to the signatories or their designees an Action Plan establishing goals and deliverables associated with the broad areas outlined above. The Working Group may meet by teleconference or in person at least quarterly to review progress towards the goals and deliverables set forth in the Action Plan. The Action Plan may be amended as required upon written agreement of the Participants.

The Participants further intend to review interactions established under this MOU to evaluate their effectiveness and to identify promising areas for future collaboration through annual meetings. These annual meetings would include key technical contacts and management from Participants to discuss ongoing and future cooperation.

V. Funding

Funding for any cooperative activities agreed upon will be subject to the funds and staff available to the Participants. Each Participant will cover its own costs except in cases where special funding is available for jointly-selected activities. In such cases, the terms of funding will be decided by the Participants before the commencement of activities and will be addressed in a separate agreement.

VI. Administration

- A. This MOU neither expands nor detracts from those powers and authorities vested in the Participants by applicable laws, statutes, or regulations. This MOU is to be construed in a manner consistent with all applicable laws and regulations.
- B. This MOU is intended only to improve the working relationships of the Participants in connection to OCS renewable energy development and is not intended to, nor does it create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity by any person or party against the United States, its agencies, its officers, or

any other person. The terms of this MOU are not intended to be enforceable by any party other than the signatories hereto.

- C. This MOU may be modified, amended, or terminated upon written request of either Participant. Changes to this MOU shall be made in writing by mutual consent of both Participants, through an issuance of a written modification signed and dated by both Participants. Participation in this agreement may be terminated 60 days after one Participant provides written notice of such termination to the other Participant.
- D. The Participants will consult with one another to resolve disputes at staff levels and elevate disputes through the respective organizational levels only if necessary. Notification of potential conflict or a dispute by either Participant must be in writing and attempts to resolve the matter at the staff level should occur within 30 days. If there is no resolution at this level within 30 days, either Participant may elevate the issue to the appropriate officials. Notwithstanding any such referral, the BOEMRE reserves the right to make a final decision on any matter within the BOEMRE's regulatory authority, and the DOE EERE reserves the same right for any matter within its authority.
- E. As provided in section IV of this MOU, the Participants intend to schedule quarterly meetings to review progress and identify opportunities for advancing the principles of this MOU.
- F. Nothing in this MOU, in and of itself, requires either Participant to enter into any contract, grant, or interagency agreement.
- G. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of funds, or other transfer of anything of value between the Participants will be handled in accordance with applicable laws, regulations, and procedures, including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Participants and shall be independently authorized by appropriate statutory authority.
- H. Documents furnished to a Participant under this MOU may be subject to the Freedom of Information Act (FOIA, 5 U.S.C. § 552). A Participant shall not release documents originating in the other Participant to a FOIA requester. Rather, the Participant shall forward such document(s) to the originating Participant for review, determination, and response directly to the requester.
- I. Each Participant will obtain the prior approval of the other for all press releases, published advertisements, or other statements intended for the public that refer to this MOU; or to the BOEMRE, the DOE EERE or a representative of either agency, in connection with this MOU.

VII. Contacts

All notices, communications and coordination shall involve, at a minimum, the following individuals, their successors and/or designees as follows:

a.) For the United States Department of Energy

Deputy Assistant Secretary for
Renewable Energy
U.S. Department of Energy
Office of Energy Efficiency and Renewable Energy
1000 Independence Avenue, SW
Washington, DC 20585
(202) 586-5000

b.) For the United States Department of the Interior

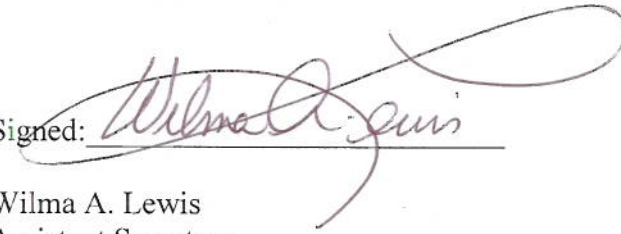
Deputy Director
Bureau of Ocean Energy
Management, Regulation, and Enforcement
U.S. Department of the Interior
1849 C Street, NW, (MS-100)
Washington, DC 20240
(202) 208-3500

VIII. Effective Date

This MOU—Coordinated Deployment of Offshore Wind and Marine and Hydrokinetic Energy Technologies on the United States Outer Continental Shelf—shall be effective on the date the last Participant signs below and will terminate 5 years from that date or an earlier date as provided in section VI.C above.

FOR THE PARTICIPANTS

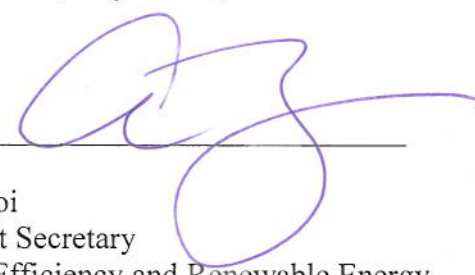
Signed: _____


Wilma A. Lewis
Assistant Secretary
Land and Minerals Management
For the United States Department of the Interior
Bureau of Ocean Energy
Management, Regulation, & Enforcement

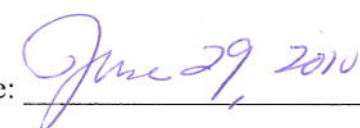
Date: _____


June 28, 2010

Signed: _____


Cathy Zoi
Assistant Secretary
Energy Efficiency and Renewable Energy
For the United States Department of Energy

Date: _____


June 29, 2010