Memorandum of Understanding
between the
National Oceanic and Atmospheric Administration
and
Bureau of Ocean Energy Management
to
Responsibly Advance Offshore Wind Energy

The Department of Commerce (DOC), the National Oceanic and Atmospheric Administration (NOAA) and the Department of the Interior (DOI), Bureau of Ocean Energy Management (BOEM), herein sometimes referred to individually as "Party" and collectively as the "Parties," enter into this memorandum of understanding (MOU) to coordinate resources, input, and associated responsibilities pertaining to the United States offshore wind program on the Outer Continental Shelf. This MOU will also serve as an "umbrella agreement" that facilitates the timely development of subsequent agreements related to offshore wind energy within the broad framework of this MOU.[1]

1. **Purpose**. NOAA and BOEM are committed to supporting the goal established by the Secretary of Commerce and the Secretary of the Interior to responsibly deploy 30 gigawatts of wind energy production capacity on the Outer Continental Shelf by 2030, while protecting biodiversity and promoting co-ocean use (the Goal). In advancing the Goal, the Parties seek to: combat climate change; protect the quality of the environment,[2] including trust resources managed and protected by NOAA; create new jobs; and advance environmental justice. Each Party has responsibilities for resource management, research, public engagement, and other requirements related to the Goal. The Parties have determined that early, meaningful, and consistent coordination is needed to accomplish their respective agency missions in alignment with achieving the Goal. The Parties have entered into this MOU to document their commitments to: identify areas on which they can better coordinate, proactively refine administrative procedures, implement efficiencies in their mission areas, and specify mechanisms for cooperation and communication in reaching the Goal.

[1] Other BOEM or NOAA equities and programs that are unrelated to offshore wind are not covered by this umbrella framework.
[2] The environment includes, but is not limited to, the human, marine and coastal environment.

2. **Umbrella Structure.** This MOU will serve as an umbrella that sets forth the general terms and conditions under which the Parties may seek to pursue cooperative programs and activities and acts as an instrument to assist the Parties in more effectively carrying out their statutory responsibilities. This MOU is not intended to preempt or foreclose any ongoing or established arrangements or agreements between the Parties. It is intended to establish a mechanism for the Parties to continue to pursue cooperation and to increase centralized tracking[3] and knowledge of this cooperation. Current and future agreements between the Parties may be incorporated as annexes to this MOU, as appropriate. In case of inconsistency between this umbrella MOU and an annex, this MOU prevails.

3. **Authorities**. The authorities for NOAA or BOEM to enter into this MOU include, but are not limited to the:
    a. Clean Water Act, 33 U.S.C. §§ 1251 *et seq*.
    b. Coast and Geodetic Survey Act, 33 U.S.C. §§ 883a *et seq*.
    c. Coastal Zone Management Act, 16 U.S.C. §§ 1451 *et seq*.
    d. Coral Reef Conservation Act, 16 U.S.C. §§ 6401 *et seq*.
    e. Endangered Species Act, 16 U.S.C. §§ 1531 *et seq*.
    f. Fixing America's Surface Transportation Act, 42 U.S.C §§ 4370m *et seq*.
    g. Hydrographic Services Improvement Act, 33 U.S.C. §§ 892 *et seq*.
    h. Integrated Coastal and Ocean Observation System Act of 2009 as amended, 33 U.S.C. §§ 3601 *et seq*.
    i. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. §§ 1801 *et seq*.
    j. Marine Mammal Protection Act, 16 U.S.C. §§ 1361 *et seq*.
    k. National Historic Preservation Act, 16 U.S.C. §§ 470 *et seq*.
    l. National Marine Sanctuaries Act, 16 U.S.C. §§ 1431 *et seq*.
    m. National Weather Service organic authority, 15 U.S.C. §§ 313 *et seq*.

[3] Centralized tracking refers to the creation of a unified repository to track existing and future agreements between the Parties on matters covered by this Agreement. Such a repository could take the form of a future annex to this agreement or other mechanism by agreement of the Parties. This is not intended to create new reporting requirements unless such requirements are specifically addressed in future agreements.

n. National Environmental Policy Act, 42 U.S.C. §§ 4321 *et seq.*
o. Outer Continental Shelf Lands Act, 43 U.S.C. §§ 1331 *et seq.*
p. The Ocean Exploration Act, 33 U.S.C. §§ 3401 *et seq.*

4. Mission.

a. **NOAA**. NOAA's mission is to understand and predict changes in climate, weather, oceans, and coasts; to share that knowledge and information with others; and to conserve and manage coastal and marine ecosystems and resources.
b. **BOEM**. BOEM's mission is to manage development of the U.S. Outer Continental Shelf energy and mineral resources in an environmentally and economically responsible way.

5. Potential Areas of Mutual Benefit and Cooperation. This MOU will be of mutual benefit to the Parties by facilitating cooperative work and, as appropriate, integrating the expertise and resources of both Parties to address areas of mutual interest as they coordinate resources and technical expertise to achieve the Goal. The Parties will use good faith efforts to identify and pursue cooperative projects and programs to this end, and the Parties will endeavor to delegate responsibilities within each organization to the appropriate staff level, consistent with the scope of activities and need for oversight. Potential areas of cooperation may include, but are not limited to:

a. A commitment to identify and consistently use the best-available science and, as appropriate and authorized, Indigenous Traditional Ecological Knowledge[4] to support regulatory decisions and other actions, in adherence with applicable laws.
b. Efforts to improve efficiency of environmental review and authorization processes for offshore wind energy permitting and to reduce inconsistencies across different authorities.

[4] See "Indigenous Traditional Ecological Knowledge and Federal Decision Making." Memorandum for the Heads of Departments and Agencies, Eric S. Lander, OSTP, and Brenda Mallory, CEQ, November 15, 2021.

c. Research, planning, and regulatory mechanisms providing for the advancement of: new jobs, scientific understanding of the potential impacts of offshore wind energy development, equitable economic development, environmental justice, and sustainability.
d. Surveying, spatial modeling, mapping, oceanographic assessments, and characterization of ocean regions and jurisdictional boundaries.
e. Educational programs and exhibits.
f. Publications and external communications, including outreach to joint stakeholders.
g. Staff exchanges and appointments.
h. Consideration of offshore wind energy development and its potential to impact ongoing agency operational activities and trust resource responsibilities, including but not limited to, the enduring need to monitor atmospheric and oceanic conditions and resources (including living marine resources); such consideration could include strategies to mitigate potential impacts on monitoring functions and scientific advice.
i. Early and ongoing communication and engagement throughout all phases of the offshore wind planning, leasing, and permitting process.
j. Timely data and information exchanges.
k. Interagency training efforts and support for capacity-building.

6. **Direction and Designated Staff Contacts.** The Administrator of NOAA and the BOEM Director will oversee and give direction to implement the MOU and will each designate one staff member at their respective agencies to serve as points of contact (POCs). The POCs will provide overall coordination for each agency, including any regional and program staff the agency heads may consider helpful to advance cooperative work.

7. **External Participation.** External entities, including, but not limited to, State or Federal government agencies, federally recognized Tribes and Indigenous organizations and entities, nongovernmental organizations, the private sector, and scientific-academic institutions, may participate in cooperative activities in support of the objectives of this MOU as jointly determined by the Parties.

8. **Elevation of Disagreements.** Staff for the Parties should try to resolve all disagreements at the lowest level possible. If, after engaging in good faith efforts to resolve the disagreement, the staff conclude that further discussion is not likely to lead to resolution, staff will elevate the disagreement expeditiously to NOAA and BOEM leadership for resolution. Timely elevation to higher equivalent levels within the respective agencies will continue if good faith efforts at resolution remain unsuccessful. Whenever possible, action on the subject matter of the disagreement will not be taken until the disagreement has been mutually resolved or elevated as described above.

9. **Implementation of Annexes.** Specific activities undertaken under this MOU may be developed in annexes. Each annex will: incorporate the terms and conditions of this MOU; address specific topics and resources; and if relevant, describe in detail the scope of the activities to be undertaken and identify individual project managers.

10. **Commitments and Limitations**.

    a. This MOU is intended to establish a mechanism for the Parties to continue to cooperate as Federal partners and facilitate centralized tracking and knowledge of this cooperation.
    b. This MOU does not constitute a legally binding agreement.
    c. Activities under this MOU are subject to the applicable laws, regulations, and policies of each Party.
    d. Nothing herein is intended to conflict with current DOC/NOAA or DOI/BOEM directives or applicable law. If the terms of this MOU are inconsistent with applicable law or existing directives of either of the Parties entering into this MOU, then those portions of the MOU that are inconsistent will be invalid, but the terms not affected by the inconsistency will remain in place. The Parties may occasionally review the MOU and implement any changes deemed necessary by the Parties through amendments to the current MOU or through revocation and replacement of the MOU, whichever is deemed expedient to the interest of both Parties. This MOU makes no financial or other legally enforceable contractual commitments on the part of either Party. This MOU is neither a fiscal nor a funds obligation document. Nothing in this

MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or to transfer or receive anything of value. Subject to the availability of funding, each Party intends to assume responsibility for its respective costs and expenses arising from any activity related to this MOU.

11. Duration of Agreement, Amendments, or Termination

- **a.** This MOU will become effective on the date of signature by the Parties and will remain in effect for 10 years.
- **b.** The MOU may be amended upon the mutual agreement of the Parties in writing.
- **c.** This MOU may be terminated by either Party following 90 days' written notice.
- **d.** The Parties will review the terms and conditions of this MOU approximately every two years through their respective POCs to consider whether the MOU should be revised or terminated.

IN WITNESS WHEREOF, NOAA and BOEM hereby execute this MOU:

Dr. Spinrad Digitally signed by Dr. Spinrad Date: 2022.01.12 10:25:00 -05'00'

Under Secretary of Commerce
for Oceans and Atmosphere
NOAA

1/12/22
Date

AMANDA LEFTON Digitally signed by AMANDA LEFTON Date: 2022.01.12 08:12:04 -05'00'

Director
BOEM

1/12/22
Date