

## Memorandum of Understanding

### Northeast States Collaborative on Interregional Transmission ("Collaborative")

**This Memorandum of Understanding** (this "MOU"), effective as of the date upon which it has been executed by all the parties, establishes a non-binding framework to coordinate enhanced interregional transmission planning and development entered by and among Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, and Vermont (each, a "Party" or "State", and together, the "Parties" or "States").

#### WITNESSETH:

**WHEREAS**, the Parties have a joint interest in expanding transmission ties between our regions that help enhance system reliability and transition to a clean energy future more quickly and affordably;

**WHEREAS**, the Parties have identified that coordinated interregional transmission planning efforts between the States and the U.S. Department of Energy ("DOE"), the Federal Energy Regulatory Commission ("FERC"), industry participants, and transmission planners within each Independent System Operator or Regional Transmission Organization ("ISO/RTO") may have benefits;

**WHEREAS**, the Parties recognize that identifying shared transmission priorities and proactively integrating them into regional transmission planning processes may yield substantial benefits;

**WHEREAS**, the Parties recognize that federal policy and programmatic support is desirable to facilitate regional and interregional transmission planning for offshore wind and other clean energy

objectives;

**WHEREAS**, the Parties support the establishment of common technical standards for offshore wind transmission facilities that would have the potential to reduce the cost of meeting federal and State offshore wind goals and ensure current transmission procurements are forward compatible with future interregional transmission projects;

**WHEREAS**, the Parties desire to enter into this MOU for the purpose, among other things, of establishing certain operating principles with respect to activities that the Parties may undertake together that will accelerate the siting and permitting of regional and interregional transmission facilities that are supported by the Parties, including both on-shore and offshore options; and

**NOW, THEREFORE**, in consideration of the foregoing, the Parties do hereby enter into this MOU, as provided herein.

## **1. Agreement to Cooperate**

- a. Generally. The Parties agree to cooperate on the planning and development of robust interregional transmission infrastructure and to discuss strategies to engage with key stakeholders, including the DOE, the FERC, industry, and transmission planners within each ISO or RTO. To facilitate these efforts, each Party will determine appropriate staff time and resources that it will allocate to support the goals under this MOU.
- b. Permitted Activities. The Parties, by mutual agreement, may elect to hold meetings, invite outside participants, establish subcommittees, or undertake other activities in furtherance of the goals of this Agreement.
- c. Stakeholder Engagement. It is acknowledged that the efforts under this MOU may involve engaging with partners, such as, but not limited to, utilities, entities supporting transmission technology developers, infrastructure providers, original equipment manufacturers, system operators, and labor and environmental justice organizations, subject to the Information Sharing provisions below.
- d. Voluntary Agreement. The Parties acknowledge that the commitments outlined in this MOU are voluntary, and that the MOU does not provide legal authority for or obligate Parties to enter into contracts or other agreements, incur any liability, whether express or contingent, or make decisions binding upon the Parties. All Parties understand and acknowledge that any activities involving the coordination of other Parties do not entail directing the officials or staff of other States.

## **2. Roles and Responsibilities**

- a. Undertakings. The Parties agree to make best efforts to undertake the following tasks in furtherance of this MOU:

- i. Collaboration. All Parties shall collaborate to advance the goals of this MOU, as identified in the whereas clauses above, by providing staff, technical expertise, information exchange, and other necessary resources, appropriate to their capabilities, laws, and resources and as determined and approved by each State.
  - ii. Requests. In furtherance of the Parties' objectives, Parties may make requests for analysis, submit grant requests, issue solicitations, or otherwise identify policies or outcomes consistent with the terms of this MOU and each respective State's authority. The Parties agree to work in good faith to support such requests, consistent with their own policy goals and objectives, and to the extent allowed by each State's respective laws and approval processes.
- b. Decision-making. All decisions on behalf of the Collaborative shall require mutual consent by the Parties.
- c. State Independence. Nothing in this MOU shall prevent any Party or coalition of Parties from independently or collectively seeking support or funding, advocating for, or participating in any planning proceeding, cost allocation proceeding, grant, or any other matter.
- d. Designated Representative. Each Party will assign a designated individual responsible for voicing the Party's stance and conveying decisions on its behalf and identify that individual to the other Parties in writing.

### **3. Information Sharing**

- a. Purpose. The Parties to this MOU recognize that the exchange of information is critical to the successful completion of the MOU's objectives, including the development of offshore and onshore transmission according to each respective State's policies.
- b. Commitment to Share Information. Each Party agrees to exchange with the other Parties, at its discretion, available information the Party considers necessary and useful for the advancement of the Collaborative's goals.
- c. Information Shared. Information to be shared may include, but is not limited to, technical data, solicitation guidance or evaluation documents, regulatory updates, strategic plans, project status reports, research findings relevant to the development of offshore wind energy, other clean energy and transmission planning efforts, or other information that the Parties deem advisable.
- d. Confidential Information.
  - i. Generally. In furtherance of the foregoing, the Parties may exchange Confidential Information.

- ii. Definition. “Confidential Information” refers to any data, documents, or other material that is not publicly available and that the providing Party designates as confidential. This may include, but is not limited to, proprietary technical specifications, bid data, solicitation materials, sensitive commercial information, or non-publicly disclosed regulatory materials or deliberative work product materials.
- iii. Procedure. The Parties shall inform each other of relevant procedural steps to be taken under their respective state laws regarding the submission of Confidential Information. The Parties shall take all reasonable measures to ensure that Confidential Information is shared securely and in accordance with applicable state and federal law.
- iv. Legend. Any material containing Confidential Information shall be so identified by the disclosing Party with the legible header, footer, or watermark “CONFIDENTIAL INFORMATION”, in at least a ten-point font. That legend shall additionally identify any applicable privilege or exemption from disclosure (e.g., “PRIVILEGED”, “WORK PRODUCT”, “DELIBERATIVE”, etc.).
- v. No Waiver. If Parties choose to exchange Confidential Information, including privileged and/or confidential materials, such exchange does not constitute waiver of the confidentiality of those privileged and/or confidential materials.
- vi. Protection of Confidentiality. Each Party agrees to protect the confidentiality of the Confidential Information received from other Parties, consistent with and to the extent allowed by applicable laws.
- vii. Authorized Personnel. Confidential Information may be disclosed to the Parties’ employees, consultants, or agents, including employees, consultants, meeting facilitators, agencies and other entities of the Party State, as long as they need to know such information for the purposes of the MOU and who agree to be bound by similar obligations of confidentiality and non-use as contained in this MOU, to the extent allowed by applicable state and federal law.
- viii. Subject to Applicable Law. The Parties acknowledge that state agencies and authorities are required to comply with applicable Freedom of Information laws or other public records laws, as well as other state and federal laws, which require public access to or disclosure of records in governmental possession. These laws, as well as other state and federal laws, also provide certain exemptions to disclosure, which may include exemptions for consultative or deliberative materials, trade secrets, and materials whose disclosure would cause business harm. Nothing in this MOU is intended to contravene such laws. Parties further acknowledge that certain freedom of information laws are broader or more restrictive than another Parties’ laws and the disclosing Party further acknowledges the potential for identified and circulated “Confidential Information” to be disclosed following a freedom of information request issued to a receiving Party,

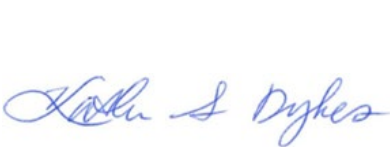
upon the application of such receiving Party's laws.

- ix. Disclosure Pursuant to Legal Process. Any Party who receives a request from a non-party to release, disclose, discuss, or obtain access to any Confidential Information (whether by way of a subpoena, discovery request, or request under any federal or state statute) shall provide reasonable notice of such request to the Party or Parties from whom the information was received. The Party in receipt of such request shall make best efforts to inform, in advance, the Party from whom the information was received of its decision whether to produce any such requested information. Parties shall strive to assert, to the extent authorized by law, and subject to any mandatory disclosure laws or court orders, orders of a public service commission or other regulatory agency, all relevant and applicable privileges, exemptions, and other objections that the Party receiving the request determines are relevant and applicable to the disclosure of such information. Disclosure of Confidential Information pursuant to applicable state or federal law shall not give rise to any liability on the part of the disclosing Party.
- e. Periodic Review. The Parties agree to periodically review the effectiveness of information sharing under this MOU and, if necessary, amend the protocols to enhance collaboration and information exchange.
- f. Survival of Confidentiality. The terms set forth above regarding protecting the confidentiality of information, to the extent allowed by law, shall survive any termination of this MOU by any Party or Parties.

#### **4. General**

- a. Costs. The execution of this MOU does not require the Parties to obligate or transfer any funds. Unless otherwise agreed to by the Parties, each Party is responsible for its own costs and expenses related to its activities associated with this MOU.
- b. No Relationship. Nothing contained herein shall be construed as creating any legal partnership, joint venture, agency, or any other relationship between the Parties. No Party shall have any right or authority to bind or obligate another Party in any manner hereunder.
- c. Term. The term of this MOU shall commence as of the date upon which it has been executed by all the Parties and shall remain in effect until terminated by agreement of the Parties. The participation of any State in this MOU is voluntary and a State may terminate its participation at any time and for any reason upon written notice to the other States. The MOU will continue in force following any such termination and the Parties may re-execute a restated MOU to reflect the departure of the terminating Party.
- d. Amendment. The Parties may amend this MOU by written agreement of all the Parties. Such amendments may include the addition of additional State Parties.

- e. Communications. The Parties shall coordinate, to the extent practicable, with respect to press statements and communication strategies related to Collaborative efforts by a Party or combination of parties. Any formal external written communication on behalf of the Collaborative shall be shared with Parties in advance for mutual consent of all Parties.
- f. Assignment. This MOU may not be assigned by any Party. This MOU is not intended to have any third-party beneficiaries.
- g. Severability. In the event that any provision of this MOU is held invalid or unenforceable for any reason, that provision shall be ineffective to the extent of such invalidity or unenforceability and such invalidity or unenforceability shall not affect any other provision of this MOU.
- h. Execution. The Parties have caused this MOU to be executed by their duly authorized representatives and it is effective as of the date set forth above. The Parties agree that this MOU may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same MOU.
- i. Headings. Headings in this MOU are included for convenience and shall have no effect on the construction of its terms.
- j. Sovereign Immunity. Nothing contained herein shall be construed as a modification, compromise, or waiver by any participating State of its sovereign immunity or any applicable defenses, which are hereby expressly reserved to the respective participating states.



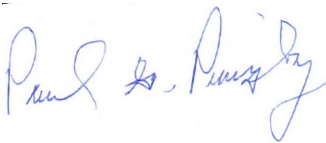
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On behalf of Connecticut



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behalf of Delaware



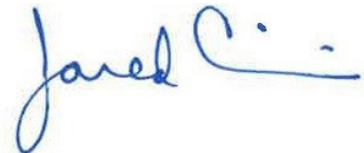
Dan Burgess  
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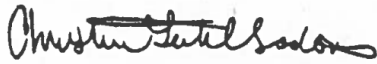
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