

Memorandum of Understanding
Between the
National Oceanic and Atmospheric Administration's
National Marine Fisheries Service,
Bureau of Ocean Energy Management
And
The Responsible Offshore Development Alliance

1. National Oceanic and Atmospheric Administration

The National Oceanic and Atmospheric Administration (NOAA) is the federal agency charged by Congress as the primary federal agency with statutory and regulatory stewardship of living marine resources that includes the management of marine fisheries, the protection of marine mammals and endangered and threatened species, and the conservation and restoration of important marine habitats. NOAA's National Marine Fisheries Service's (NMFS) national strategic goals include maximizing fishing opportunities while ensuring the sustainability of fisheries and fishing communities and recovering and conserving protected species while supporting responsible fishing and resource development.

2. Bureau of Ocean Energy Management

The Bureau of Ocean Energy Management (BOEM) is a bureau within the U.S. Department of the Interior that has been delegated the Department's Congressionally granted authority to grant leases, easements, and rights-of-way on the Outer Continental Shelf (OCS) for the purpose of renewable energy production. BOEM ensures that activities under such leases, easements, or rights-of-way provide for consideration of any other use of the sea or seabed, including commercial fisheries. BOEM's Office of Renewable Energy Programs (OREP) is the Office responsible for carrying out BOEM's renewable energy responsibilities on the Atlantic OCS.

3. Responsible Offshore Development Alliance

The Responsible Offshore Development Alliance (RODA) is a membership-based coalition of fishing industry associations and fishing companies, which have an interest in improving the compatibility of offshore developments with commercial fishing. RODA membership is open to all entities that have a direct interest in commercial fishing, and its current board is comprised of individuals involved with all major fishing industry sectors in the Northwest Atlantic region. RODA coordinates among existing advisory groups to increase the effectiveness of fishery consultation efforts. It further seeks to work with federal, state, academic, and independent scientific and regulatory communities to compile, develop, and deliver the best available scientific products and services necessary to address offshore development, fisheries management, and ecosystem health.

4. Offshore Wind Development

Congress and the Executive Branch support efforts to advance offshore wind energy on the U.S. OCS. Offshore wind energy development will soon enter the construction phase for multiple projects along the east coast of the United States. To date, BOEM/OREP has 15 active commercial offshore wind leases on the Atlantic OCS from North Carolina to Massachusetts, and is in the process of identifying and leasing additional areas for offshore development. It is prudent for offshore wind developers, fisheries managers, and fisheries scientists to work together to avoid, minimize, or mitigate potential adverse impacts to fisheries resources, fishing communities, protected resources, and important marine habitats.

5. Areas of Mutual Interest

- NOAA/NMFS, BOEM, and RODA (Parties) have a mutual interest in the responsible planning, siting, and development of offshore wind power and other offshore development activities in a way that considers impacts to the fishing industry, fisheries resources, protected resources, and the marine habitats upon which fishery resources depend.
- The Parties have a mutual interest in employing effective engagement strategies that can efficiently include and consider the broad and diverse range of regional and local fishing interests. Fisheries expertise and knowledge should be used to improve coordination between fisheries management and offshore wind energy development.
- The Parties have a mutual interest in collaborating to design, develop, and make available fisheries information, ecosystem information, and collaborative research results.
- The Parties have a mutual interest in improving the accuracy, relevance, and usefulness of this information and research.

6. Agreement

The Parties agree to explore potential collaborations on issues of mutual interest, including: effectively engaging local and regional fishing interests in the offshore wind development process; identifying the most effective ways to bring fishing industry expertise and information into planning and development processes; and developing a collaborative regional research and monitoring framework to ensure decisions are based on the best available science. These collaborations would also include other relevant federal agencies, states, and/or private sector entities, as necessary. If the Parties decide to collaborate on an issue of mutual interest, they may execute additional agreements consistent with this MOU for the provision of specific services and funding. This MOU does not reduce, expand, transfer, or otherwise modify any of the statutory or regulatory authorities and responsibilities of the signatory agencies.

7. Authorities

- The Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. §§ 1801 *et seq.*;
- The Endangered Species Act, 16 U.S.C. §§ 1531 *et seq.*;

- The Marine Mammal Protection Act, 16 U.S.C. §§ 1361 *et seq.*; and
- Outer Continental Shelf Lands Act, 43 U.S.C. §§ 1331 *et seq.*

8. Period of Agreement, Modifications, or Termination

- This MOU will become effective upon the date of the last signature and will remain in effect for 10 years. The Parties agree to review the terms and conditions of this MOU on a biennial basis to determine whether the MOU should remain as written, or be extended, revised, or canceled.
- The Parties may amend this MOU at any time by mutual written consent.
- Any Party may terminate this MOA by providing 90 days written notice to the signatory of the other Parties.

9. Commitments and Obligations

1. This MOU does not constitute a financial commitment by the Parties. Nothing in this agreement should be construed to obligate agency funds, property, or services. This agreement does not commit the Parties to enter into any contract or binding obligation, or to spend funds on any particular project or purpose.
2. Nothing in this MOU is intended to or will be construed to limit or affect in any way the authority or legal responsibilities of the federal parties.
3. Nothing in this MOU obligates BOEM and NOAA to take any actions that would exceed their respective authorities.
4. Nothing in this agreement may be construed to obligate BOEM or NOAA to commit resources in advance of the availability of appropriations from Congress, nor does this agreement obligate the United States to spend funds on any particular project or purpose, even if funds are available.
5. The mission requirements, funding, personnel, and other priorities of BOEM and/or NOAA may affect their ability to fully implement all the provisions identified in this MOU.
6. Nothing in this MOU is intended to or will be construed to restrict BOEM or NOAA from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
7. This MOU is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its Departments, agencies, or entities, its officers, employees, or agents, or any other person.
8. Any information furnished between the Parties may be subject to the Freedom of Information Act (FOIA), 5 U.S.C. §§ 552 *et seq.*
9. This MOU is subject to the laws of the United States of America, as applicable.

10. All cooperative work under the provisions of this MOU will be accomplished without discrimination against any employee because of race, sex, creed, color, national origin, or any other legally protected class as identified in Federal or State law or the United States Constitution, or the United States Constitution, as applicable.
11. Nothing in this agreement may be interpreted to imply that the United States, BOEM, or NOAA endorses any product, service, or policy of RODA. RODA will not take any action or make any statement that suggests or implies such an endorsement.
12. Nothing in this agreement may be interpreted to imply that RODA or any of its membership endorses any product, service, policy or determination of BOEM or NOAA. BOEM or NOAA will not take any action or make any statements that suggest or implies such an endorsement.
13. The parties will comply with the Federal Advisory Committee Act to the extent it applies. The Parties do not intend to create a Federal Advisory Committee and will not take any action that would require chartering a Federal Advisory Committee.
14. Any financial support in the furtherance of the objectives of this MOU will be contingent upon the availability of funds and subject to the ordinary budgetary and administrative procedures of the Parties, as applicable.

ENTER SIGNATURE BLOCKS HERE:

Chris Oliver

Chris Oliver
Assistant Administrator
NOAA- Fisheries

3/25/19

Date

Walter D. Cruickshank

Walter D. Cruickshank
Acting Director
Bureau of Ocean Energy Management

3-19-2019

Date

Peter Hughes

Peter Hughes
President, Responsible Offshore Development Alliance

3/21/19

Date