

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

This is the sixth amendment (“Sixth Amendment”) to the memorandum of understanding (“MOU”) between the New Jersey Economic Development Authority (“NJEDA”) and New Jersey Commission on Science, Innovation And Technology (“CSIT”), which was signed on July 2, 2019. This Sixth Amendment is effective as of the date of the last signature of the Parties below.

WHEREAS, under the MOU, NJEDA agreed to provide support services and staff to CSIT, and in return, CSIT committed to reimbursing NJEDA for the costs associated with such services; and

WHEREAS, the Parties amended the MOU by an amendment effective on September 23, 2019, deemed the “First Amendment and Restatement to the Memorandum of Understanding” in subsequent amendments (“Amended and Restated MOU”). The Amended and Restated MOU permitted NJEDA to commence the hiring process for the CSIT Executive Director, for CSIT to have ultimate approval over who was to be hired, to allow for the CSIT Executive Director to be an employee of the NJEDA, and for CSIT to reimburse NJEDA for actual costs to NJEDA of the CSIT Executive Director’s employment; and

WHEREAS, the Parties amended the MOU by way of a second amendment effective on June 7, 2021 (“Second Amendment”), to allow CSIT to recruit and hire additional staff as NJEDA employees with compensation and hiring decisions made jointly by NJEDA and CSIT, for the CSIT personnel to report solely to CSIT and to be paid from State funds appropriated to CSIT unless otherwise agreed by the Parties, and for NJEDA to provide office space and ancillary support and services to the CSIT personnel; and

WHEREAS, the Parties amended the MOU by way of a third amendment effective on July 1, 2021 (“Third Amendment”), which revised the reimbursement mechanism by which CSIT would compensate NJEDA; and

WHEREAS, the Parties amended the MOU by way of a fourth amendment effective on June 2, 2022 (“Fourth Amendment”), which extended the MOU term for an additional two (2) years, and changed the duration of any subsequent optional extensions from one (1) year to two (2) years; and

WHEREAS, the Parties amended the MOU by way of a fifth amendment effective on February 8, 2024 (“Fifth Amendment”), which corrected an error in the Third Amendment and included CSIT’s reimbursement of NJEDA costs associated with an independent compliance auditor. The Fifth Amendment also extended the MOU for an additional two (2) years with an option to extend another two (2) years; and

WHEREAS, the MOU will expire on February 8, 2026, unless extended; and



WHEREAS, given the continued successful working relationship between the Parties, the Parties desire to extend the term of the MOU and implement a new amended and restated MOU incorporating the modifications from all prior amendments; however, the MOU will expire before the new document can be completed and approved by the CSIT and NJEDA Boards; and

WHEREAS, the Parties desire to temporarily extend the term of the MOU so that services can continue while the Parties finalize the new documentation.

NOW, THEREFORE, NJEDA and CSIT agree as follows:

1. Incorporation. The recitals set forth above are hereby incorporated into and made part of this Sixth Amendment.
2. Extension of MOU Term. Notwithstanding Section 13 of the MOU, as amended, the MOU term is hereby extended through June 30, 2026.
3. General Provisions.
 - a. All of the terms and conditions of the MOU as amended by the First Amendment through the Fifth Amendment shall apply to this Sixth Amendment and shall remain in full force and effect except as modified herein. In the event of any conflict between the terms of this Sixth Amendment and the terms of the MOU as amended, the terms of this Sixth Amendment shall prevail.
 - b. The MOU and the First Amendment through the Sixth Amendment constitute the entire agreement between the Parties, and supersede all prior agreements, communications and understandings, whether written or oral. Any modifications to this Sixth Amendment must be in writing and signed by the authorized representatives of each Party.

IN WITNESS WHEREOF, the Parties have caused this Sixth Amendment to be executed by their duly authorized representatives.

For NJEDA	For CSIT
Name: Evan S. Weiss	Name: Judith Sheft
Title: CEO	Title: Executive Director
Signature: 	Signature:  Digitally signed by Judith Sheft Date: 2026.02.04 00:14:05 -05'00'
Date: 2/5/26	Date: