



STATE OF CALIFORNIA

# GRANT AMENDMENT REQUEST FORM (GARF)

CEC-277 (Revised 12/2019)

CALIFORNIA ENERGY COMMISSION

Original Agreement # EPC-19-008 Amendment # 1

Division	Agreement Manager:	MS-	Phone
ERDD	Kaycee Chang	43	916-327-1509

Recipient's Legal Name	Federal ID #
Aker Offshore Wind USA LLC	76-0423235

Revisions: (check all that apply)	Additional Requirements
<input type="checkbox"/> Term Extension New End Date:	Include revised schedule and complete items A, B, C, & F below.
<input type="checkbox"/> Budget Augmentation Amendment Amount: \$ 0	Include revised budget and complete items A, B, C, D, & F below.
<input type="checkbox"/> Budget Reallocation	Include revised budget and complete items A, B, C, & F below.
<input type="checkbox"/> Scope of Work Revision	Include revised scope of work and complete items A, B, C, E, & F below.
<input type="checkbox"/> Change in Project Location or Demonstration Site	Include revised scope of work and complete items A, B, C, E, & F below.
<input checked="" type="checkbox"/> Novation/Name Change of Prime Recipient	Include novation documentation and complete items A, B, C, & F below.
<input type="checkbox"/> Terms and Conditions Modification	Include applicable exhibits with bold/underline/ strikeout and complete items A, B, C, & F below.

## A) Business Meeting Information

**Business Meeting approval is not required for the following types of Agreements:**

Minor amendments delegated to Executive Director per December 2013 Resolution

Proposed Business Meeting Date 2/10/2021  Consent  Discussion

Business Meeting Presenter Rizaldo Aldas Time Needed: minutes

Please select one list serve. Select

### Agenda Item Subject and Description:

**AKER OFFSHORE WIND USA LLC/AKER SOLUTIONS, INC.** Proposed resolution approving a novation substituting Aker Offshore Wind USA LLC for Aker Solutions Inc. under Agreement EPC-19-008 and adopting staff's determination that this action is exempt from CEQA. All aspects of the grant project including the project team, scope of work, project schedule, deliverables, budget, and terms and conditions will remain the same. (EPIC funding) Contact: Rizaldo Aldas



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**B) List all subcontractors (major and minor) and equipment vendors: (attach additional sheets as necessary)**

<b>Legal Company Name:</b>	<b>Budget</b>
Cognite Inc.	\$ 851,270
H.T. Harvey and Associates	\$ 84,996
Principle Power, Inc.	\$ 20,000
Humboldt State University Sponsored Programs Foundation	\$ 20,000
EDP RENEWABLES	\$ 28,904
MarineSitu	\$ 25,092
TBD-Major Mechanical Equipment Supplier	\$ 18,000

**C) List all key partners: (attach additional sheets as necessary)**

<b>Legal Company Name:</b>
Cognite Inc.

**D) Budget Information (only include amendment amount information)**

<b>Funding Source</b>	<b>Funding Year of Appropriation</b>	<b>Budget List Number</b>	<b>Amount</b>
			\$

R&D Program Area: EGRO: Renewables

TOTAL: \$ 0

Explanation for "Other" selection

Federal Agreement #:

**E) California Environmental Quality Act (CEQA) Compliance**

1. Is Agreement considered a "Project" under CEQA?

Yes (skip to question 2)

No (complete the following (PRC 21065 and 14 CCR 15378)):

Explain why Agreement is not considered a "Project":

2. If Agreement is considered a "Project" under CEQA:

a)  Agreement **IS** exempt.

Statutory Exemption. List PRC and/or CCR section number:

Categorical Exemption. List CCR section number: Cal. Code Regs., tit. 14, § 15306

Common Sense Exemption. 14 CCR 15061 (b) (3)

Explain reason why Agreement is exempt under the above section:

The Energy Commission made CEQA findings pertaining to this project, including finding that it was categorically exempt under 14 CCR section 15306 and 14 CCR 15061(b)(3) when the project was originally approved by the Commission at its April 2020 business meeting. The currently proposed change is a change to the recipient of the grant award. This change will not alter any aspect of the grant project. The same project team will do the same project work that was previously approved by the Commission. This change will therefore not result in any environmental impacts beyond those already considered and



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approved by the Commission in April 2020 and does not change the applicability of the categorical exemptions under 14 CCR 15306 and 15061(b)(3).

b)  Agreement **IS NOT** exempt. (consult with the legal office to determine next steps)

Check all that apply

- Initial Study
- Negative Declaration
- Mitigated Negative Declaration
- Environmental Impact Report
- Statement of Overriding Considerations

### F) The following items should be attached to this GARF (as applicable)

- |   |   |  |
|---|---|--|
| 1. Exhibit A, Scope of Work/Schedule                | <input type="checkbox"/> N/A            | <input checked="" type="checkbox"/> Attached |
| 2. Exhibit B, Budget Detail                         | <input type="checkbox"/> N/A            | <input checked="" type="checkbox"/> Attached |
| 3. CEQA Documentation                               | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached            |
| 4. Novation Documentation                           | <input type="checkbox"/> N/A            | <input checked="" type="checkbox"/> Attached |
| 5. CEC 105, Questionnaire for Identifying Conflicts |   | <input checked="" type="checkbox"/> Attached |

\_\_\_\_\_  
**Agreement Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Office Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Deputy Director**

\_\_\_\_\_  
**Date**

**Exhibit A**  
**Scope of Work**  
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**I. TASK ACRONYM/TERM LISTS**

**A. Task List**

Task #	CPR <sup>1</sup>	Task Name
1		General Project Tasks
2		Platform Architecture of Internet of Things and Integrity Data Collection for Contextualization
3	X	Digital Solution Configuration for Offshore Wind Diagnostics & Integrity Management
4		Evaluation of Systems Diagnostic Data for Environmental Monitoring
5		Evaluation of Project Benefits
6		Technology/Knowledge Transfer Activities
7		Production Readiness Plan

**B. Acronym/Term List**

Acronym/Term	Meaning
API	Application Programming Interface
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CDF	Cognite Data Fusion
CEC	California Energy Commission
CMMS	Computerized Maintenance Management Solutions
CPR	Critical Project Review
ERP	Enterprise Resource Planning
IoT	Internet of Things
IT and OT	Technical data and operational data
LCOE	Levelized Cost Of Energy
OEM	Original Equipment Manufacturer
SDK	Software Development Kit
TAC	Technical Advisory Committee
WTG	Wind Turbine Generator

**II. PURPOSE OF AGREEMENT, PROBLEM/SOLUTION STATEMENT, AND GOALS AND OBJECTIVES**

**A. Purpose of Agreement**

The purpose of this Agreement is to establish a digital foundation, or digital twin, of a floating offshore wind installation in order to enable continuous improvements in production optimization, lower levelized cost of energy (LCOE), and a better understanding of the environmental impacts, and effective mitigation strategies, for offshore wind projects.

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<sup>1</sup> Please see subtask 1.3 in Part III of the Scope of Work (General Project Tasks) for a description of Critical Project Review (CPR) Meetings.

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**B. Problem/ Solution Statement**

**Problem**

One of the challenges for the offshore wind industry is the need for a clear strategy or vision of how to use the massive amount of data to improve the business model. Data is stored in various data silos and most often only made available for the equipment manufacturers themselves. In addition to continuously seeking innovative ways to reduce operational cost and operate within strict safety standards, regulatory agencies will require a significant level of environmental monitoring to inform potential interactions between marine wildlife and offshore wind projects, both above and below water. For example, interactions between birds and bats and turbine rotors, and cetaceans with moorings and interarray cables, are not well understood, particularly for floating wind projects off the U.S. west coast. System integrity monitoring data, collected in real time, could inform potential environmental interactions, but this has not been explored to date. If systems data can inform environmental interactions, it could replace, reduce, or focus costly environmental monitoring to help understand these interactions. For many types of interactions, the technology and instrumentation to conduct assessments is not off-the-shelf, or is in research and development stages, making it costly to include and requiring a high level of specialized expertise. Traditional methods using boat-based surveys are expensive and may not provide sufficient information because many of these interactions may be relatively infrequent or low magnitude, requiring a vast amount of monitoring data to make detections.

**Solution**

The configuration of a holistic digital platform that connects and extracts real-time data through the wind offshore operational lifecycle combining and contextualizing static and dynamic data can influence directly the leveled cost of energy via reduced Operational and Maintenance costs, therefore, reducing the California rate payers direct cost of electricity, and additionally gaining a better understanding of and mitigating the environmental impacts of such systems. This digital representation of a physical asset shall make available data for the overall wind farm integrity management and conditioning monitoring in real time, as well as wildlife interactions to detect and develop strategies to avoid or minimize environmental impact. This project will explore the range of systems integrity data collected in real time, twenty-four hours per day, seven days a week, and will conduct analysis to determine if and how systems diagnostic data can inform environmental interactions.

**C. Goals and Objectives of the Agreement**

**Agreement Goals**

The goals of this Agreement are to:

- Allow for continuous streaming/extraction of all relevant data from its source - structured and unstructured,
- Automatically link or contextualize all ingested data
- Make all the data available in a natural way of searching for both humans and machines
- Drive reduction of Operational and Maintenance by improving production efficiencies and reducing maintenance cost to *anticipate and avoid asset failure and eliminate downtime*, and reduce inspection cost, maintain asset integrity and condition
- Monitor and reduce the environmental impact of the Wind Farm operation

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- Create an eco-system for software applications tapping into this data providing value add for the industry
- Create a secure data sharing environment enabling industrial and academia to drive product improvements, increased environmental impact understanding for State and Federal authorities and other ocean interest groups.

Ratepayer Benefits:<sup>2</sup> This Agreement will result in the ratepayer benefits of increasing production efficiency, reducing operational expenses (assumed more than 21%) and minimizing environmental impacts by making all relevant data available for humans and machines (ML/AI) in a way that drives better decisions and enables new ways of working.

Technological Advancement and Breakthroughs:<sup>3</sup> This Agreement will lead to technological advancement and breakthroughs to overcome barriers to the achievement of the State of California's statutory energy goals by liberating data from traditional data silos and at scale translating data into actionable information. Furthermore, creating a standard for secure interaction and sharing of data.

**Agreement Objectives**

The objective of this Agreement is to obtain real-time information from offshore wind assets and the surrounding environment for condition and integrity management during operations as well as environmental monitoring.

The objectives of this Agreement are to:

- Data collection, analysis and visualization
- Analyze risk, reliability and integrity
- Predict maintenance and modifications
- Optimize maintenance and inspection programs
- Integrate environmental information and make it available for all users.

**III. TASK 1 GENERAL PROJECT TASKS**

**PRODUCTS**

**Subtask 1.1 Products**

The goal of this subtask is to establish the requirements for submitting project products (e.g., reports, summaries, plans, and presentation materials). Unless otherwise specified by the Commission Agreement Manager (CAM), the Recipient must deliver products as required below by the dates listed in the **Project Schedule (Part V)**. Products that require a draft version are indicated by marking “**(draft and final)**” after the product name in the “Products” section of the task/subtask. If “(draft and final)” does not appear after the product name, only a final version of

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<sup>2</sup> California Public Resources Code, Section 25711.5(a) requires projects funded by the Electric Program Investment Charge (EPIC) to result in ratepayer benefits. The California Public Utilities Commission, which established the EPIC in 2011, defines ratepayer benefits as greater reliability, lower costs, and increased safety (See CPUC “Phase 2” Decision 12-05-037 at page 19, May 24, 2012, [http://docs.cpuc.ca.gov/PublishedDocs/WORD\\_PDF/FINAL\\_DECISION/167664.PDF](http://docs.cpuc.ca.gov/PublishedDocs/WORD_PDF/FINAL_DECISION/167664.PDF)).

<sup>3</sup> California Public Resources Code, Section 25711.5(a) also requires EPIC-funded projects to lead to technological advancement and breakthroughs to overcome barriers that prevent the achievement of the state's statutory and energy goals.

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the product is required. With respect to due dates within this Scope of Work, “**days**” means working days.

**The Recipient shall:**

For products that require a draft version, including the Final Report Outline and Final Report

- Submit all draft products to the CAM for review and comment in accordance with the Project Schedule (Part V). The CAM will provide written comments to the Recipient on the draft product within 15 days of receipt, unless otherwise specified in the task/subtask for which the product is required.
- Consider incorporating all CAM comments into the final product. If the Recipient disagrees with any comment, provide a written response explaining why the comment was not incorporated into the final product.
- Submit the revised product and responses to comments within 10 days of notice by the CAM, unless the CAM specifies a longer time period, or approves a request for additional time.

For products that require a final version only

- Submit the product to the CAM for acceptance. The CAM may request minor revisions or explanations prior to acceptance.

For all products

- Submit all data and documents required as products in accordance with the following Instructions for Submitting Electronic Files and Developing Software:
  - **Electronic File Format**
    - Submit all data and documents required as products under this Agreement in an electronic file format that is fully editable and compatible with the Energy Commission’s software and Microsoft (MS)-operating computing platforms, or with any other format approved by the CAM. Deliver an electronic copy of the full text of any Agreement data and documents in a format specified by the CAM, such as memory stick or CD-ROM.

The following describes the accepted formats for electronic data and documents provided to the Energy Commission as products under this Agreement, and establishes the software versions that will be required to review and approve all software products:

- Data sets will be in MS Access or MS Excel file format (version 2007 or later), or any other format approved by the CAM.
- Text documents will be in MS Word file format, version 2007 or later.
- Documents intended for public distribution will be in PDF file format.
- The Recipient must also provide the native Microsoft file format.
- Project management documents will be in Microsoft Project file format, version 2007 or later.

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○ **Software Application Development**

Use the following standard Application Architecture components in compatible versions for any software application development required by this Agreement (e.g., databases, models, modeling tools), unless the CAM approves other software applications such as open source programs:

- Microsoft ASP.NET framework (version 3.5 and up). Recommend 4.0.
- Microsoft Internet Information Services (IIS), (version 6 and up) Recommend 7.5.
- Visual Studio.NET (version 2008 and up). Recommend 2010.
- C# Programming Language with Presentation (UI), Business Object and Data Layers.
- SQL (Structured Query Language).
- Microsoft SQL Server 2008, Stored Procedures. Recommend 2008 R2.
- Microsoft SQL Reporting Services. Recommend 2008 R2.
- XML (external interfaces).

Any exceptions to the Electronic File Format requirements above must be approved in writing by the CAM. The CAM will consult with the Energy Commission's Information Technology Services Branch to determine whether the exceptions are allowable.

**MEETINGS**

**Subtask 1.2 Kick-off Meeting**

The goal of this subtask is to establish the lines of communication and procedures for implementing this Agreement.

**The Recipient shall:**

- Attend a "Kick-off" meeting with the CAM, the Commission Agreement Officer (CAO), and any other Energy Commission staff relevant to the Agreement. The Recipient will bring its Project Manager and any other individuals designated by the CAM to this meeting. The administrative and technical aspects of the Agreement will be discussed at the meeting. Prior to the meeting, the CAM will provide an agenda to all potential meeting participants. The meeting may take place in person or by electronic conferencing (e.g., WebEx), with approval of the CAM.

The administrative portion of the meeting will include discussion of the following:

- Terms and conditions of the Agreement;
- Administrative products (subtask 1.1);
- CPR meetings (subtask 1.3);
- Match fund documentation (subtask 1.7);
- Permit documentation (subtask 1.8);
- Subcontracts (subtask 1.9); and
- Any other relevant topics.

The technical portion of the meeting will include discussion of the following:

- The CAM's expectations for accomplishing tasks described in the Scope of Work;
- An updated Project Schedule;
- Technical products (subtask 1.1);

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- Progress reports and invoices (subtask 1.5);
  - Final Report (subtask 1.6);
  - Technical Advisory Committee meetings (subtasks 1.10 and 1.11); and
  - Any other relevant topics.
- Provide an *Updated Project Schedule*, *List of Match Funds*, and *List of Permits*, as needed to reflect any changes in the documents.

**The CAM shall:**

- Designate the date and location of the meeting.
- Send the Recipient a *Kick-off Meeting Agenda*.

**Recipient Products:**

- Updated Project Schedule (*if applicable*)
- Updated List of Match Funds (*if applicable*)
- Updated List of Permits (*if applicable*)

**CAM Product:**

- Kick-off Meeting Agenda

**Subtask 1.3 Critical Project Review (CPR) Meetings**

The goal of this subtask is to determine if the project should continue to receive Energy Commission funding, and if so whether any modifications must be made to the tasks, products, schedule, or budget. CPR meetings provide the opportunity for frank discussions between the Energy Commission and the Recipient. As determined by the CAM, discussions may include project status, challenges, successes, advisory group findings and recommendations, final report preparation, and progress on technical transfer and production readiness activities (if applicable). Participants will include the CAM and the Recipient, and may include the CAO and any other individuals selected by the CAM to provide support to the Energy Commission.

CPR meetings generally take place at key, predetermined points in the Agreement, as determined by the CAM and as shown in the Task List on page 1 of this Exhibit. However, the CAM may schedule additional CPR meetings as necessary. The budget will be reallocated to cover the additional costs borne by the Recipient, but the overall Agreement amount will not increase. CPR meetings generally take place at the Energy Commission, but they may take place at another location, or may be conducted via electronic conferencing (e.g., WebEx) as determined by the CAM.

**The Recipient shall:**

- Prepare a *CPR Report* for each CPR meeting that: (1) discusses the progress of the Agreement toward achieving its goals and objectives; and (2) includes recommendations and conclusions regarding continued work on the project.
- Submit the CPR Report along with any other *Task Products* that correspond to the technical task for which the CPR meeting is required (i.e., if a CPR meeting is required for Task 2, submit the Task 2 products along with the CPR Report).
- Attend the CPR meeting.
- Present the CPR Report and any other required information at each CPR meeting.

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**The CAM shall:**

- Determine the location, date, and time of each CPR meeting with the Recipient's input.
- Send the Recipient a *CPR Agenda* and a *List of Expected CPR Participants* in advance of the CPR meeting. If applicable, the agenda will include a discussion of match funding and permits.
- Conduct and make a record of each CPR meeting. Provide the Recipient with a *Schedule for Providing a Progress Determination* on continuation of the project.
- Determine whether to continue the project, and if so whether modifications are needed to the tasks, schedule, products, or budget for the remainder of the Agreement. If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Deputy Director of the Energy Research and Development Division.
- Provide the Recipient with a *Progress Determination* on continuation of the project, in accordance with the schedule. The Progress Determination may include a requirement that the Recipient revise one or more products.

**Recipient Products:**

- CPR Report(s)
- Task Products (draft and/or final as specified in the task)

**CAM Products:**

- CPR Agenda
- List of Expected CPR Participants
- Schedule for Providing a Progress Determination
- Progress Determination

**Subtask 1.4 Final Meeting**

The goal of this subtask is to complete the closeout of this Agreement.

**The Recipient shall:**

- Meet with Energy Commission staff to present project findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement. This meeting will be attended by the Recipient and CAM, at a minimum. The meeting may occur in person or by electronic conferencing (e.g., WebEx), with approval of the CAM.

The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be divided into two separate meetings at the CAM's discretion.

- The technical portion of the meeting will involve the presentation of findings, conclusions, and recommended next steps (if any) for the Agreement. The CAM will determine the appropriate meeting participants.
- The administrative portion of the meeting will involve a discussion with the CAM and the CAO of the following Agreement closeout items:
  - Disposition of any state-owned equipment.
  - Need to file a Uniform Commercial Code Financing Statement (Form UCC-1) regarding the Energy Commission's interest in patented technology.
  - The Energy Commission's request for specific "generated" data (not already provided in Agreement products).

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- Need to document the Recipient’s disclosure of “subject inventions” developed under the Agreement.
- “Surviving” Agreement provisions such as repayment provisions and confidential products.
- Final invoicing and release of retention.
- Prepare a *Final Meeting Agreement Summary* that documents any agreement made between the Recipient and Commission staff during the meeting.
- Prepare a *Schedule for Completing Agreement Closeout Activities*.
- Provide *All Draft and Final Written Products* on a CD-ROM or USB memory stick, organized by the tasks in the Agreement.

**Products:**

- Final Meeting Agreement Summary (*if applicable*)
- Schedule for Completing Agreement Closeout Activities
- All Draft and Final Written Products

**REPORTS AND INVOICES**

**Subtask 1.5 Progress Reports and Invoices**

The goals of this subtask are to: (1) periodically verify that satisfactory and continued progress is made towards achieving the project objectives of this Agreement; and (2) ensure that invoices contain all required information and are submitted in the appropriate format.

**The Recipient shall:**

- Submit a monthly *Progress Report* to the CAM. Each progress report must:
  - Summarize progress made on all Agreement activities as specified in the scope of work for the preceding month, including accomplishments, problems, milestones, products, schedule, fiscal status, and an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. See the Progress Report Format Attachment for the recommended specifications.
- Submit a monthly or quarterly *Invoice* that follows the instructions in the “Payment of Funds” section of the terms and conditions, including a financial report on Match Fund and in-state expenditures.

**Products:**

- Progress Reports
- Invoices

**Subtask 1.6 Final Report**

The goal of this subtask is to prepare a comprehensive Final Report that describes the original purpose, approach, results, and conclusions of the work performed under this Agreement. The CAM will review the Final Report, which will be due at least **two months** before the Agreement end date. When creating the Final Report Outline and the Final Report, the Recipient must use the Style Manual provided by the CAM.

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**Subtask 1.6.1 Final Report Outline**

**The Recipient shall:**

- Prepare a *Final Report Outline* in accordance with the *Style Manual* provided by the CAM. (See *Task 1.1* for requirements for draft and final products.)

**Recipient Products:**

- Final Report Outline (draft and final)

**CAM Product:**

- Style Manual
- Comments on Draft Final Report Outline
- Acceptance of Final Report Outline

**Subtask 1.6.2 Final Report**

**The Recipient shall:**

- Prepare a *Final Report* for this Agreement in accordance with the approved Final Report Outline, Style Manual, and Final Report Template provided by the CAM with the following considerations:
  - Ensure that the report includes the following items, in the following order:
    - Cover page (**required**)
    - Credits page on the reverse side of cover with legal disclaimer (**required**)
    - Acknowledgements page (optional)
    - Preface (**required**)
    - Abstract, keywords, and citation page (**required**)
    - Table of Contents (**required**, followed by List of Figures and List of Tables, if needed)
    - Executive summary (**required**)
    - Body of the report (**required**)
    - References (if applicable)
    - Glossary/Acronyms (If more than 10 acronyms or abbreviations are used, it is required.)
    - Bibliography (if applicable)
    - Appendices (if applicable) (Create a separate volume if very large.)
    - Attachments (if applicable)
  - Ensure that the document is written in the third person.
  - Ensure that the Executive Summary is understandable to the lay public.
    - Briefly summarize the completed work. Succinctly describe the project results and whether or not the project goals were accomplished.
    - Identify which specific ratepayers can benefit from the project results and how they can achieve the benefits.
    - If it's necessary to use a technical term in the Executive Summary, provide a brief definition or explanation when the technical term is first used.
  - Follow the Style Guide format requirements for headings, figures/tables, citations, and acronyms/abbreviations.
  - Ensure that the document omits subjective comments and opinions. However, recommendations in the conclusion of the report are allowed.

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- Include a brief description of the project results in the Abstract.
- Submit a draft of the report to the CAM for review and comment. The CAM will provide written comments to the Recipient on the draft product within 15 days of receipt
- Consider incorporating all CAM comments into the Final Report. If the Recipient disagrees with any comment, provide a written response explaining why the comment was not incorporated into the final product
- Submit the revised Final Report and responses to comments within 10 days of notice by the CAM, unless the CAM specifies a longer time period or approves a request for additional time.
- Submit one bound copy of the *Final Report* to the CAM along with *Written Responses to Comments on the Draft Final Report*.

**Products:**

- Final Report (draft and final)
- Written Responses to Comments on the Draft Final Report

**CAM Product:**

- Written Comments on the Draft Final Report

***MATCH FUNDS, PERMITS, AND SUBCONTRACTS***

**Subtask 1.7 Match Funds**

The goal of this subtask is to ensure that the Recipient obtains any match funds planned for this Agreement and applies them to the Agreement during the Agreement term.

While the costs to obtain and document match funds are not reimbursable under this Agreement, the Recipient may spend match funds for this task. The Recipient may only spend match funds during the Agreement term, either concurrently or prior to the use of Energy Commission funds. Match funds must be identified in writing, and the Recipient must obtain any associated commitments before incurring any costs for which the Recipient will request reimbursement.

**The Recipient shall:**

- Prepare a *Match Funds Status Letter* that documents the match funds committed to this Agreement. If no match funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state this in the letter.

If match funds were a part of the proposal that led to the Energy Commission awarding this Agreement, then provide in the letter:

- A list of the match funds that identifies:
  - The amount of cash match funds, their source(s) (including a contact name, address, and telephone number), and the task(s) to which the match funds will be applied.
  - The amount of each in-kind contribution, a description of the contribution type (e.g., property, services), the documented market or book value, the source (including a contact name, address, and telephone number), and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient must identify its

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owner and provide a contact name, address, telephone number, and the address where the property is located.

- If different from the solicitation application, provide a letter of commitment from an authorized representative of each source of match funding that the funds or contributions have been secured.
- At the Kick-off meeting, discuss match funds and the impact on the project if they are significantly reduced or not obtained as committed. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide a *Supplemental Match Funds Notification Letter* to the CAM of receipt of additional match funds.
- Provide a *Match Funds Reduction Notification Letter* to the CAM if existing match funds are reduced during the course of the Agreement. Reduction of match funds may trigger a CPR meeting.

**Products:**

- Match Funds Status Letter
- Supplemental Match Funds Notification Letter (*if applicable*)
- Match Funds Reduction Notification Letter (*if applicable*)

**Subtask 1.8 Permits**

The goal of this subtask is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track. Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement, with the exception of costs incurred by University of California recipients. Permits must be identified and obtained before the Recipient may incur any costs related to the use of the permit(s) for which the Recipient will request reimbursement.

**The Recipient shall:**

- Prepare a *Permit Status Letter* that documents the permits required to conduct this Agreement. If no permits are required at the start of this Agreement, then state this in the letter. If permits will be required during the course of the Agreement, provide in the letter:
  - A list of the permits that identifies: (1) the type of permit; and (2) the name, address, and telephone number of the permitting jurisdictions or lead agencies.
  - The schedule the Recipient will follow in applying for and obtaining the permits.

The list of permits and the schedule for obtaining them will be discussed at the Kick-off meeting (subtask 1.2), and a timetable for submitting the updated list, schedule, and copies of the permits will be developed. The impact on the project if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in progress reports and will be a topic at CPR meetings.

- If during the course of the Agreement additional permits become necessary, then provide the CAM with an *Updated List of Permits* (including the appropriate information on each permit) and an *Updated Schedule for Acquiring Permits*.
- Send the CAM a *Copy of Each Approved Permit*.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 days. Either of these events may trigger a CPR meeting.

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**Products:**

- Permit Status Letter
- Updated List of Permits (*if applicable*)
- Updated Schedule for Acquiring Permits (*if applicable*)
- Copy of Each Approved Permit (*if applicable*)

**Subtask 1.9 Subcontracts**

The goals of this subtask are to: (1) procure subcontracts required to carry out the tasks under this Agreement; and (2) ensure that the subcontracts are consistent with the terms and conditions of this Agreement.

**The Recipient shall:**

- Manage and coordinate subcontractor activities in accordance with the requirements of this Agreement.
- Incorporate this Agreement by reference into each subcontract.
- Include any required Energy Commission flow-down provisions in each subcontract, in addition to a statement that the terms of this Agreement will prevail if they conflict with the subcontract terms.
- If required by the CAM, submit a draft of each *Subcontract* required to conduct the work under this Agreement.
- Submit a final copy of the executed subcontract.
- Notify and receive written approval from the CAM prior to adding any new subcontractors (see the discussion of subcontractor additions in the terms and conditions).

**Products:**

- Subcontracts (*draft if required by the CAM*)

**TECHNICAL ADVISORY COMMITTEE**

**Subtask 1.10 Technical Advisory Committee (TAC)**

The goal of this subtask is to create an advisory committee for this Agreement. The TAC should be composed of diverse professionals. The composition will vary depending on interest, availability, and need. TAC members will serve at the CAM's discretion. The purpose of the TAC is to:

- Provide guidance in project direction. The guidance may include scope and methodologies, timing, and coordination with other projects. The guidance may be based on:
  - Technical area expertise;
  - Knowledge of market applications; or
  - Linkages between the agreement work and other past, present, or future projects (both public and private sectors) that TAC members are aware of in a particular area.
- Review products and provide recommendations for needed product adjustments, refinements, or enhancements.
- Evaluate the tangible benefits of the project to the state of California, and provide recommendations as needed to enhance the benefits.
- Provide recommendations regarding information dissemination, market pathways, or commercialization strategies relevant to the project products.

**Exhibit A**  
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The TAC may be composed of qualified professionals spanning the following types of disciplines:

- Researchers knowledgeable about the project subject matter;
- Members of trades that will apply the results of the project (e.g., designers, engineers, architects, contractors, and trade representatives);
- Public interest market transformation implementers;
- Product developers relevant to the project;
- U.S. Department of Energy research managers, or experts from other federal or state agencies relevant to the project;
- Public interest environmental groups;
- Utility representatives;
- Air district staff; and
- Members of relevant technical society committees.

**The Recipient shall:**

- Prepare a *List of Potential TAC Members* that includes the names, companies, physical and electronic addresses, and phone numbers of potential members. The list will be discussed at the Kick-off meeting, and a schedule for recruiting members and holding the first TAC meeting will be developed.
- Recruit TAC members. Ensure that each individual understands member obligations and the TAC meeting schedule developed in subtask 1.11.
- Prepare a *List of TAC Members* once all TAC members have committed to serving on the TAC.
- Submit *Documentation of TAC Member Commitment* (such as Letters of Acceptance) from each TAC member.

**Products:**

- List of Potential TAC Members
- List of TAC Members
- Documentation of TAC Member Commitment

**Subtask 1.11 TAC Meetings**

The goal of this subtask is for the TAC to provide strategic guidance for the project by participating in regular meetings, which may be held via teleconference.

**The Recipient shall:**

- Discuss the TAC meeting schedule with the CAM at the Kick-off meeting. Determine the number and location of meetings (in-person and via teleconference) in consultation with the CAM.
- Prepare a *TAC Meeting Schedule* that will be presented to the TAC members during recruiting. Revise the schedule after the first TAC meeting to incorporate meeting comments.
- Prepare a *TAC Meeting Agenda* and *TAC Meeting Back-up Materials* for each TAC meeting.
- Organize and lead TAC meetings in accordance with the TAC Meeting Schedule. Changes to the schedule must be pre-approved in writing by the CAM.

**Exhibit A**  
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- Prepare *TAC Meeting Summaries* that include any recommended resolutions of major TAC issues.

**The TAC shall:**

- Help set the project team's goals and contribute to the development and evaluation of its statement of proposed objectives as the project evolves.
- Provide a credible and objective sounding board on the wide range of technical and financial barriers and opportunities.
- Help identify key areas where the project has a competitive advantage, value proposition, or strength upon which to build.
- Advocate on behalf of the project in its effort to build partnerships, governmental support and relationships with a national spectrum of influential leaders.
- Ask probing questions that insure a long-term perspective on decision-making and progress toward the project's strategic goals.

**Products:**

- TAC Meeting Schedule (draft and final)
- TAC Meeting Agendas (draft and final)
- TAC Meeting Back-up Materials
- TAC Meeting Summaries

**Exhibit A**  
**Scope of Work**  
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**IV. TECHNICAL TASKS**

*Products that require a draft version are indicated by marking “(draft and final)” after the product name in the “Products” section of the task/subtask. If “(draft and final)” does not appear after the product name, only a final version of the product is required. **Subtask 1.1 (Products)** describes the procedure for submitting products to the CAM.*

**TASK 2: PLATFORM ARCHITECTURE OF INTERNET OF THINGS AND INTEGRITY DATA COLLECTION FOR CONTEXTUALIZATION**

The goals of this task are to: design and develop an integrated platform architecture; integrate existing technical and operational data (IT and OT) infrastructures to liberate a wide variety of industrial data; upload the developed platform with the IT and OT, as a secure, comprehensive set in the cloud that is without space limitations’ and, structure the sensor data in relation to other relevant data (e.g., process diagrams, three-dimensional models, event data). This contextualization process effectively creates an operational digital twin of an asset or system, making data available in a user-friendly platform.

**The Recipient shall:**

- Design and develop an integrated platform architecture for floating offshore wind application leveraging the knowledge and experience with existing Cognite Data Fusion (CDF) system.
- Configure the offshore wind data platform for contextualization.
- Integrate and collect the existing technical and operation data infrastructures for contextualization.
- Develop applications for visualization, navigation, query and advanced analytics.
- Develop and configure use case for product optimization and create a *Use Case Plan* that includes, but is not limited to, scoping, planning, prioritization and scheduling.
- Prepare a *Product Optimization Evaluation* that includes, but is not limited to, the results of the test and validation of the optimized offshore wind data platform.
- Develop and configure use case for condition monitoring.
- Test and validate the use case demo for condition monitoring.
- Prepare a *Condition Monitoring Evaluation* that includes, but is not limited to, the results of the test and validation of the condition monitoring.
- Prepare a *Data Sharing Evaluation* that includes, but is not limited to, the results of the test and validation of the data sharing.
- Organize, host and present project goals and technical objectives at Diagnostics Stakeholder Workshop to solicit feedback from floating wind energy experts and other stakeholders.
- Draft a *Stakeholder Workshop for Diagnostics Report* that summarizes the results of workshop discussions with floating wind energy experts and other stakeholders.
- Draft an *Offshore Wind Data Platform Contextualization for Offshore Wind Report* that includes, but is not limited to, the development and configuration of the integrated platform, configuration of the offshore wind data platform, validation of the use cases for product optimization, condition monitoring, data sharing, and provide applications for analytics and advanced analytics.

**Products:**

- Use Case Plan
- Product Optimization Evaluation

**Exhibit A**  
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- Condition Monitoring Evaluation
- Data Sharing Evaluation
- Stakeholder Workshop for Diagnostics Report
- Offshore Wind Data Platform Architecture Contextualization for Offshore Wind Report (draft and final)

**TASK 3: DIGITAL SOLUTION CONFIGURATION FOR OFFSHORE WIND DIAGNOSTICS AND INTEGRITY MANAGEMENT**

The goals of this task are to: configure digital solutions for diagnostics and integrity; assess the potential to connect and configure remote technologies (for example, drones, crawlers and remotely operated vehicles) for offshore wind assets integrity management; and, to collect environmental data.

**The Recipient shall:**

- Identify, assess and summarize the important elements to monitor in a floating offshore wind farm by leveraging experience from other offshore assets.
- Define best practices solutions and available systems in the current offshore industries for condition monitoring to collect identified data, and assess how they can be adapted for the use in an offshore floating wind farm.
- Prepare an *Offshore Wind Operational Diagnostics Report* that includes, but is not limited to:
  - Summary of the required data and applications to be bridged onto the offshore wind data platform.
  - Summary of condition monitoring systems and data to be considered for input to the conditioning monitoring and data sharing.
  - Data collection, analysis and visualization.
  - Analysis of risk, reliability and integrity.
  - Prediction of maintenance, modifications and potentially environmental impacts.
  - Optimization of maintenance and inspection programs that include, at minimum, the following systems:
    - wind turbine generator - generator and gearbox
    - WTG blades integrity
    - electrical system
    - hydraulic system
    - structural Integrity
    - mooring system
    - cables and umbilicals
- Prepare a *CPR Report* in accordance with subtask 1.3.
- Participate in a CPR meeting.

**Products:**

- Offshore Wind Operational Diagnostics Report (draft and final)
- CPR Report.

**Exhibit A**  
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**TASK 4: EVALUATION OF SYSTEMS DIAGNOSTIC DATA FOR ENVIRONMENTAL MONITORING**

The goal of this task is to evaluate the potential for systems diagnostic data to inform environmental interactions and improve understanding of environmental impacts.

**The Recipient shall:**

- Evaluate how systems integrity monitoring streams developed under Tasks 2 and 3 can inform environmental impacts of offshore wind projects, and what additional data would be needed to integrate into future project monitoring to meet likely future project environmental impact monitoring needs. Conduct evaluation for a case demo study, ideally the Humboldt Offshore Wind Call Area.
- Identify metrics that can be used to improve understanding of environmental impacts.
- Prepare an *Offshore Wind Environmental Interactions Metrics Report* that describes the types of metrics being used for systems diagnostic data that can inform environmental interactions, and what additional monitoring would improve understanding of environmental impacts.

**Products:**

- Environmental Interactions Metrics Report (draft and final)

**TASK 5: EVALUATION OF PROJECT BENEFITS**

The goal of this task is to report the benefits resulting from this project.

**The Recipient shall:**

- Complete three Project Benefits Questionnaires that correspond to three main intervals in the Agreement: (1) *Kick-off Meeting Benefits Questionnaire*; (2) *Mid-term Benefits Questionnaire*; and (3) *Final Meeting Benefits Questionnaire*.
- Provide all key assumptions used to estimate projected benefits, including targeted market sector (e.g., population and geographic location), projected market penetration, baseline and projected energy use and cost, operating conditions, and emission reduction calculations. Examples of information that may be requested in the questionnaires include:
  - For Product Development Projects and Project Demonstrations:
    - Published documents, including date, title, and periodical name.
    - Estimated or actual energy and cost savings and estimated statewide energy savings once market potential has been realized. Identify all assumptions used in the estimates.
    - Greenhouse gas and criteria emissions reductions.
    - Other non-energy benefits such as reliability, public safety, lower operational cost, environmental improvement, indoor environmental quality, and societal benefits.
    - Data on potential job creation, market potential, economic development, and increased state revenue as a result of the project.

**Exhibit A**  
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- A discussion of project product downloads from websites, and publications in technical journals.
- A comparison of project expectations and performance. Discuss whether the goals and objectives of the Agreement have been met and what improvements are needed, if any.
- Additional Information for Product Development Projects:
  - Outcome of product development efforts, such copyrights and license agreements.
  - Units sold or projected to be sold in California and outside of California.
  - Total annual sales or projected annual sales (in dollars) of products developed under the Agreement.
  - Investment dollars/follow-on private funding as a result of Energy Commission funding.
  - Patent numbers and applications, along with dates and brief descriptions.
- Additional Information for Product Demonstrations:
  - Outcome of demonstrations and status of technology.
  - Number of similar installations.
  - Jobs created/retained as a result of the Agreement.
- For Information/Tools and Other Research Studies:
  - Outcome of project.
  - Published documents, including date, title, and periodical name.
  - A discussion of policy development. State if the project has been cited in government policy publications or technical journals, or has been used to inform regulatory bodies.
  - The number of website downloads.
  - An estimate of how the project information has affected energy use and cost, or have resulted in other non-energy benefits.
  - An estimate of energy and non-energy benefits.
  - Data on potential job creation, market potential, economic development, and increased state revenue as a result of project.
  - A discussion of project product downloads from websites, and publications in technical journals.
  - A comparison of project expectations and performance. Discuss whether the goals and objectives of the Agreement have been met and what improvements are needed, if any.
- Respond to CAM questions regarding responses to the questionnaires.

The Energy Commission may send the Recipient similar questionnaires after the Agreement term ends. Responses to these questionnaires will be voluntary.

**Products:**

- Kick-off Meeting Benefits Questionnaire
- Mid-term Benefits Questionnaire
- Final Meeting Benefits Questionnaire

**Exhibit A**  
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**TASK 6: TECHNOLOGY/KNOWLEDGE TRANSFER ACTIVITIES**

The goal of this task is to develop a plan to make the knowledge gained, experimental results, and lessons learned available to the public and key decision makers.

**The Recipient shall:**

- Prepare an *Initial Fact Sheet* at start of the project that describes the project. Use the format provided by the CAM.
- Prepare a *Final Project Fact Sheet* at the project's conclusion that discusses results. Use the format provided by the CAM.
- Prepare a *Technology/Knowledge Transfer Plan* that includes:
  - An explanation of how the knowledge gained from the project will be made available to the public, including the targeted market sector and potential outreach to end users, utilities, regulatory agencies, and others.
  - A description of the intended use(s) for and users of the project results.
  - Published documents, including date, title, and periodical name.
  - Copies of documents, fact sheets, journal articles, press releases, and other documents prepared for public dissemination. These documents must include the Legal Notice required in the terms and conditions. Indicate where and when the documents were disseminated.
  - A discussion of policy development. State if project has been or will be cited in government policy publications, or used to inform regulatory bodies.
  - The number of website downloads or public requests for project results.
  - Additional areas as determined by the CAM.
- Conduct technology transfer activities in accordance with the Technology/Knowledge Transfer Plan. These activities will be reported in the Progress Reports.
- When directed by the CAM, develop *Presentation Materials* for an Energy Commission-sponsored conference/workshop(s) on the project.
- When directed by the CAM, participate in annual EPIC symposium(s) sponsored by the California Energy Commission.
- Provide at least (6) six *High Quality Digital Photographs* (minimum resolution of 1300x500 pixels in landscape ratio) of pre and post technology installation at the project sites or related project photographs.
- Prepare a *Technology/Knowledge Transfer Report* on technology transfer activities conducted during the project.

**Products:**

- Initial Fact Sheet (draft and final)
- Final Project Fact Sheet (draft and final)
- Presentation Materials (draft and final)
- High Quality Digital Photographs
- Technology/Knowledge Transfer Plan (draft and final)
- Technology/Knowledge Transfer Report (draft and final)

**Exhibit A**  
**Scope of Work**  
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**TASK 7: Production Readiness Plan**

The goal of this task is to determine the steps that will lead to the manufacturing of technologies developed in this project or to the commercialization of the project's results.

**The Recipient shall:**

- Prepare a *Production Readiness Plan*. The degree of detail in the plan should be proportional to the complexity of producing or commercializing the proposed product, and to its state of development. As appropriate, the plan will discuss the following:
  - Critical production processes, equipment, facilities, personnel resources, and support systems needed to produce a commercially viable product.
  - Internal manufacturing facilities, supplier technologies, capacity constraints imposed by the design under consideration, design-critical elements, and the use of hazardous or non-recyclable materials. The product manufacturing effort may include “proof of production processes.”
  - The estimated cost of production.
  - The expected investment threshold needed to launch the commercial product.
  - An implementation plan to ramp up to full production.
  - The outcome of product development efforts, such as copyrights and license agreements.
  - Patent numbers and applications, along with dates and brief descriptions.
  - Other areas as determined by the CAM.

**Products:**

- Production Readiness Plan (draft and final)

**V. PROJECT SCHEDULE**

Please see the attached Excel spreadsheet.

## NOVATION AGREEMENT

This Novation Agreement (“Novation”) is entered into by and between State Energy Resources Conservation and Development Commission (“Energy Commission”), a California state agency located at 1516 9<sup>th</sup> Street, Sacramento, California 95814, Aker Solutions Inc. (“Assignor”), a Delaware corporation located at 2103 CityWest Blvd., Suite 800, Houston, TX, 77042, and Aker Offshore Wind USA LLC, a Delaware limited liability company located at 2103 CityWest Blvd., Suite 800, Houston, TX, 77042 (“Assignee”)(collectively “the Parties”).

### RECITALS

A. Whereas, on June 12, 2020, the Energy Commission and Assignor entered into Grant Agreement EPC-19-008 (“Grant Agreement”), under which Assignor was to perform the project entitled NextWind Real-time Monitoring System.

B. Whereas, in connection with the Grant Agreement, Assignor is seeking to obtain the Energy Commission’s written consent before assigning the Grant Agreement to Assignee.

C. Whereas, Assignor desires to assign and delegate to Assignee all of its rights, responsibilities, duties, title, and interest in and to the Grant Agreement, Assignee desires to accept such assignment and delegation, and Energy Commission is willing to consent to such assignment and delegation and agrees that such assignment and delegation is being made in satisfaction of any related terms in the Grant Agreement and in accordance with the terms and subject to the conditions set forth in this Novation.

### AGREEMENT

NOW, THEREFORE, in consideration for the mutual promises contained in this Novation, the Parties agree as follows:

1. True Recitals

The foregoing Recitals are true and correct and included as part of this Novation.

2. Effective Date

The Effective Date of this Novation is the date the Energy Commission signs it (“Effective Date”). The Energy Commission shall be the last of the Parties to sign.

3. Assumption of Grant Agreement Obligations

Assignee assumes and agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor under the Grant Agreement arising from and after the Effective Date and any reference to Assignor in the Grant Agreement will be deemed a reference to Assignee. Assignee also assumes all obligations and liabilities of, and all claims against, Assignor under the Grant Agreement as if it was the original party to the Grant Agreement.

4. Assignor and Assignee Representations and Warranties

- a. Authority of Persons Executing Documents. This Novation and all documents or instruments which have or will be executed and delivered pursuant thereto, have or will be executed and delivered by persons who are duly authorized on behalf of the Assignor and Assignee to do so. All actions required under Assignor and Assignee's organizational documents and applicable laws for the authorization, execution, delivery and performance of this Novation, and all documents or instruments which have or will be executed and delivered pursuant thereto have been duly taken.
- b. Valid Binding Agreements. This Novation and all documents or instruments which have or will be executed and delivered pursuant thereto constitute, or will constitute, legal, valid and binding obligations of Assignor and Assignee enforceable against Assignor or Assignee respectively, in accordance with their respective terms.
- c. Assignor's Authority. Assignor asserts and warrants its officers and other employees have no knowledge of any other potential or existing claims to Assignor's rights in the Grant Agreement.

5. Energy Commission's Consent

The Energy Commission consents to Assignee's assumption of the Grant Agreement.

6. Amendment

The Parties agree to amend the Grant Agreement to reflect the change in recipient from Aker Solutions Inc. to Aker Offshore Wind USA LLC. This Novation may not be amended except in a writing signed by the Parties.

7. Future Assignment Requirements

This Novation extends only to the assumption and amendment of the Grant Agreement by Assignee and the Energy Commission. It is not, and shall not be construed to be, a consent or approval by the Energy Commission of any future assignment of the Grant Agreement by Assignee to any other entity. Any future assignments by Assignee shall be subject to the Energy Commission's prior review and approval.

8. Assignor and Assignee Cooperation

Assignor and Assignee agree to execute such documents and instruments as may be necessary to effectuate the intent of this Novation.

9. Successors and Assigns

This Novation shall be binding on and inure to the benefit of the Parties to it, their heirs, executors, administrators, successors in interest, and assigns.

10. Waiver

Notwithstanding anything to the contrary in the Grant Agreement, Energy Commission's consent under this Assignment satisfies any provision of the Grant Agreement requiring notification to Energy Commission or the Energy Commission's consent to the assignment of the Grant Agreement, and will operate as a waiver of any right of termination Energy Commission may have as a result of such assignment of the Grant Agreement. Energy Commission's consent will become effective on the Effective Date.

11. Governing Law

This Novation shall be governed by and construed in accordance with California law.

12. Indemnity

Assignor and Assignee agree to indemnify, defend, and hold harmless the state of California (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with this Novation, as further provided in the indemnification provision in the Grant Agreement.

13. As of the Effective Date, all notices, requests, claims, demands, or other communications from Energy Commission to Assignee with respect to the Grant Agreement, will be made in accordance with the notice provision of the Grant Agreement and addressed to Assignee as follows:

Aker Offshore Wind USA LLC  
2103 CityWest Blvd., Suite 800  
Houston, Texas 77042  
Attention: Mike Cullen  
Email: [mike.cullen@akeroffshorewind.com](mailto:mike.cullen@akeroffshorewind.com)

14. As of the Effective Date, if Energy Commission makes payment by check, such payment will be made in accordance with the payment provisions of the Grant Agreement to the following address:

Aker Offshore Wind USA LLC  
2103 CityWest Blvd., Suite 800  
Houston, Texas 77042  
Attention: Jonah Margulis

15. Severability

If any provision of this Novation is unenforceable or held to be unenforceable, all other provisions will remain in full force and effect.

16. This Novation contains the entire agreement of the Parties and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to said subject matter.

17. Except as expressly provided herein, nothing contained in this Novation is intended to limit any of the rights or remedies which the Energy Commission may have under the Grant Agreement.

**AKER SOLUTIONS INC:**

**AKER OFFSHORE WIND USA LLC:**

Aker Solutions Inc.

Aker Offshore Wind USA LLC

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CALIFORNIA ENERGY COMMISSION:**

California Energy Commission

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF CALIFORNIA

STATE ENERGY RESOURCES  
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION - RE: AKER OFFSHORE WIND USA LLC/AKER SOLUTIONS, INC.

**RESOLVED**, that the State Energy Resources Conservation and Development Commission (CEC) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

**RESOLVED**, that the CEC approves a novation substituting Aker Offshore Wind USA LLC for Aker Solutions Inc. under Agreement EPC-19-008 as set forth in the attached Novation Agreement. All aspects of the grant project including the project team, scope of work, project schedule, deliverables, budget, and terms and conditions will remain the same; and

**FURTHER BE IT RESOLVED**, that the Executive Director or his/her designee shall execute the same on behalf of the CEC.

**CERTIFICATION**

The undersigned Secretariat to the CEC does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the CEC held on February 10, 2021.

AYE:

NAY:

ABSENT:

ABSTAIN:

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Cody Goldthrite  
Secretariat