

MEMORANDUM OF UNDERSTANDING

between

**NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY –
MANUFACTURING EXTENSION PARTNERSHIP PROGRAM**

and

U.S. ECONOMIC DEVELOPMENT ADMINISTRATION

and

AMERICAN ASSOCIATION OF COMMUNITY COLLEGES

I. PARTIES, PURPOSE AND BACKGROUND

The American Association of Community Colleges (AACC), the National Institute of Standards and Technology's Manufacturing Extension Partnership (NIST MEP) Program, and the U.S. Economic Development Administration (EDA) agree to enter into this Memorandum of Understanding (MOU or Agreement) for the purpose of formally exploring areas of mutual interest with the goal of establishing collaborative efforts and activities. NIST MEP and EDA are operating units in the U.S. Department of Commerce.

The AACC is a 501(c)(3) non-profit organization that represents almost 1,200 two-year, associate degree-granting institutions and more than 11 million students. Founded in 1920, the AACC is governed by a 32-member board of directors elected by the membership. The Association is organized and operated exclusively for charitable and educational purposes in support of the nation's community colleges.

Created by Congress in 1988 (15 U.S.C. § 287k), NIST MEP's purpose is to provide small- and medium- sized manufacturers with the help they need to succeed by improving their productivity, economic competitiveness and technological capabilities. NIST MEP is a results-based network of locally operated, staffed and controlled non-profit and university-based organizations leveraging Federal, State, local, and private resources. This partnership among the Federal government, State and local governments, and the private sector has manufacturing extension offices providing services in every State across the country and in Puerto Rico. The almost 370 locations across the country are linked together through NIST.

EDA was established under the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. § 3121 *et seq.*) (PWEDA), to help generate jobs, retain existing jobs, and stimulate industrial and commercial growth in economically distressed areas of the United States. EDA assistance is available to rural and urban areas of the Nation experiencing high unemployment, low per capita income, or other severe economic distress. In fulfilling its mission, EDA is guided by the basic principle that distressed communities must be empowered to create and implement their own economic development and revitalization strategies. Based on locally- and regionally-developed priorities, EDA works

in partnership with State and local governments, regional economic development districts, public and private non-profit organizations, and Indian tribes. EDA helps distressed communities address problems associated with long-term economic distress, as well as sudden and severe economic dislocations, including recovery from the economic impacts of natural disasters, the closure of military installations and other Federal facilities, changing trade patterns, and the depletion of natural resources.

II. AUTHORITIES

NIST's program authority is 15 U.S.C. § 278k and title IV, sec. 404(a)(3) of the America Creating Opportunities to Meaningfully Promote Excellence in Technology, Education, and Science (COMPETES) Reauthorization Act of 2010 (Pub. L. No. 111-358 (2011)) which states that MEP centers are to "... [provide] to community colleges information about the job skills needed in small- and medium-sized manufacturing businesses in the regions they serve."

EDA's program authority is PWEDA.

III. COLLABORATION OBJECTIVES

The main objective of this MOU is to facilitate increased cooperation between the NIST MEP network and the local community colleges, as well as between EDA and the local community colleges, to leverage their partnerships and work more effectively together, with the goal to reach more and teach more, thereby improving efforts to strengthen the U.S. economy.

It is recognized and understood that all parties hereto shall rely on their respective resources for any collaborative efforts unless otherwise agreed to within an addendum for a specific project.

All parties hereto have an interest in working together within authorized areas and if funds and resources are available. The AACC, NIST MEP and EDA will promote the efforts and objectives set out under this MOU by actively exchanging information and pursuing relationships that will enhance the effectiveness in the communities served. The areas of initial collaborative support activity include:

1. Leveraging each organization's respective partnership base by exploring the possibility of co-sponsored events such as conferences, seminars, webinars and other networking events.
2. Documenting case studies of successful community colleges and NIST MEP centers working together to feature at AACC and the NIST MEP national conferences, on websites, and in other forums, as appropriate.
3. Exploring opportunities for providing national level support for local collaborations in areas of mutual interest related to local economic development, such as linking skill certification and curriculum development, export promotion, innovation, regional collaboration, automotive supply chain, and broader joint service provision to companies.

IV. DESIGNATED KEY POINTS-OF-CONTACT

The following individuals will serve as authorized representatives for each signatory agency to facilitate the activities and responsibilities outlined in this Agreement:

AACC:

James McKenney
Vice President
One Dupont Circle, NW, Suite 410
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Jennifer Worth
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Washington, DC 20036
Telephone: 202-728-0200, ext. 276
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NIST MEP:

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National Institute of Standards and Technology
Manufacturing Extension Partnership
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EDA:

Eloisa Klementich
Economic Development Administration
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Telephone: 202-482-3373
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Bryan Borlik
Economic Development Administration
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Telephone: 202-482-3901
Email address: bborlik@eda.doc.gov

In the event any of the designated individuals listed above is unable to continue in this capacity, the respective signatory of this MOU or the signatory's designee shall appoint a replacement and notify the other party of the change.

V. TERM, TERMINATION AND AMENDMENT OF THIS AGREEMENT

This MOU will take effect on the date of the last signature of all the parties and will remain in effect for two years, will be reviewed annually, and may be renewed by mutual agreement. The Agreement may be terminated by any party upon 30 days written notice and may be extended in 2-year increments or modified by written mutual agreement.

The parties agree that this MOU is non-exclusive and nothing contained herein prevents either party from entering into similar agreements with any third party. If any terms of this MOU are inconsistent with existing authorities or directives of either EDA or NIST MEP, those portions of this MOU that are determined to be inconsistent shall be invalid; the remaining terms and conditions shall remain in full force and effect.

Nothing herein shall be construed to create any joint venture or similar relationship or to subject the parties to any implied duties or obligations respecting the conduct of their affairs that are not expressly stated herein. Neither party shall have any right or authority to assume or create any obligation or responsibility, either expressed or implied, on behalf of or in the name of the other party, or to bind the other party in any matter whatsoever. Neither party shall be deemed to be an agent or principal of the other.

This MOU is a statement of intent of the parties to cooperate. No legal or contractual rights, obligations or responsibilities are created by this MOU. No funds are obligated by this MOU. All activities contemplated are subject to the availability of funds and other necessary resources to the parties.

VI. RESOLUTION OF DISAGREEMENTS

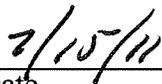
Should disagreement arise under this MOU, or amendments or revisions thereto, that cannot be resolved at the division director level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party at the assistant director or equivalent level for consideration.

VII. SIGNATORIES

Each of the signatories below represent that they have the authority, on behalf of their respective organizations, to make the commitments set out in this MOU.



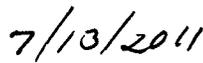
Roger P. Kilmer, Director
Manufacturing Extension Partnership Program
National Institute of Standards and Technology
U.S. Department of Commerce



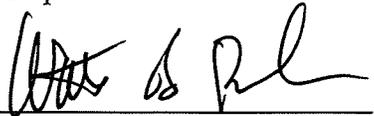
Date



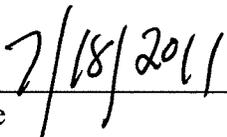
Tom Guevara
Deputy Assistant Secretary
Economic Development Administration
U.S. Department of Commerce



Date



Dr. Walter G. Bumphus
President and CEO
American Association of Community Colleges



Date