



**MEMORANDUM of UNDERSTANDING
BETWEEN THE
U.S. DEPARTMENT OF ENERGY
OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY
ADVANCED MANUFACTURING OFFICE
AND THE
U.S. DEPARTMENT OF COMMERCE
NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
HOLLINGS MANUFACTURING EXTENSION PARTNERSHIP**

February 2017

I. PURPOSE AND GOALS

This Memorandum of Understanding (MOU) constitutes an agreement between the U.S. Department of Energy (DOE) Office of Energy Efficiency and Renewable Energy (EERE) Advanced Manufacturing Office (AMO); and the U.S. Department of Commerce (DOC) National Institute of Standards and Technology (NIST), Hollings Manufacturing Extension Partnership (MEP) – hereinafter referred to individually as "Party" and collectively as the "Parties."

The purpose of this MOU is to define an agreement through which:

- The DOE will leverage the assets and resources of the national MEP Program to assist the Manufacturing USA formally known as the National Network for Manufacturing Innovation (NNMI) Institutes for Manufacturing Innovation (IMIs) led by the DOE as they strive to broadly and deeply enhance their impact on small and medium sized U.S. manufacturers.
- NIST MEP will expand its ability to positively impact the competitiveness and growth of U.S. manufacturers by developing expertise in the focus areas of the DOE-led IMIs.

The intent of this MOU is to provide an overarching framework to identify opportunities for synergy and collaboration among the programmatic efforts of the DOE, the DOE-led IMIs, and NIST MEP. The Parties' goal is to enhance collaboration by engaging small and medium-sized U.S. manufacturers more fully to optimize benefits and results from the public and private investments in the IMIs.

The objectives of the Parties to this MOU are to coordinate, leverage, and build upon the experience and capabilities of NIST MEP relating to the needs of small and medium-sized U.S. manufacturers, in order to effectively and efficiently meet the goals and objectives of the DOE-led IMIs; to ensure that collaborative programmatic efforts efficiently draw upon the expertise of each Party; and to avoid redundancies among these two Federal departments.

The goals of the Parties in supporting this MOU are to identify and capitalize on opportunities to facilitate the means by which:

- Small and medium-sized U.S. manufacturers are made aware of the technologies (applying to both products and processes), technical methods, technological approaches, resources, and assets of the DOE-funded IMIs;
- Small and medium-sized U.S. manufacturers are involved in the processes and activities associated with informing and developing the research agendas of the DOE-funded IMIs;
- Small and medium-sized U.S. manufacturers are represented in the conduct of research projects occurring through the DOE-funded IMIs; and
- The results of research occurring through the DOE-funded IMIs are transitioned to small and medium-sized U.S. manufacturers for implementation.

II. ROLES AND RESPONSIBILITIES OF THE PARTIES

Each Party of this MOU intends to carry out its responsibilities through the organizations identified as follows:

- DOE:** AMO intends to provide expertise to NIST MEP to facilitate interagency coordination and support activities conducted pursuant to this MOU. The DOE will work with the IMIs it is funding to encourage the ongoing engagement of small manufacturers in the research efforts conducted by the IMIs.
- NIST:** NIST MEP intends to provide leadership and expertise from its MEP Program staff to facilitate coordination with its nationwide network of MEP Centers, participating at their discretion, to support the activities of the IMIs as noted in the goals under Section I, above.

As indicated in Section I of this MOU, opportunities may be identified that may benefit from collaborative efforts in specific focus areas between NIST MEP Centers and individual DOE-led IMIs. To help guide these potential collaborations, NIST MEP and DOE intend to jointly develop guidance documents that will provide guidance from the two agencies to facilitate the formation, operation and management of these collaborations.

III. MOU MANAGEMENT

The DOE's Principal Point of Contact (POC) for this agreement is the Director of the AMO or his designee. The NIST Principal POC is the Director of the MEP Program or his designee.

Contact information for the DOE and NIST MEP is provided below.

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Director, Advanced Manufacturing Office
Room 5F-065, MS EE-51
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NIST MEP: Dr. David C. Cranmer
Deputy Director, Hollings Manufacturing Extension Partnership
NIST MEP
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Subject to legal and fiscal limitations, each Party plans to engage relevant programs, offices, and other entities within their agency to provide or coordinate resources or activities; support development of appropriate tools or training; and make staff available or otherwise provide employee support for collaboration.

Both Parties expressly acknowledge that the activities under this MOU shall be subject to the availability of agency resources in conjunction with agency programmatic requirements and priorities.

IV. METRICS AND TARGETS

The Parties intend to develop metrics and annual targets related to the Parties' goals, and to work collaboratively to seek continuous improvement and enhanced performance over time.

V. AUTHORITIES

The authorities to enter this framework MOU are:

- DOE: Authority to enter into the MOU is provided under section 646 of the Department of Energy Organization Act (Pub. L. No. 95-91, as amended; 42 U.S.C. § 7256), which allows DOE to enter into agreements with other public agencies to further DOE's mission.
- NIST MEP: 15 U.S.C. §§272 (b)(1), and 278k

VI. LIMITATIONS

This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Nothing in this MOU may be construed to obligate the NIST or DOE to any current or future expenditure of resources in advance of the availability of appropriations. Nor does this MOU obligate the NIST or DOE to spend funds on any particular project or purpose, even if funds are available.

This MOU does not, and is not intended to impose any legally binding requirements on the Parties. If necessary or desirable, the Parties may jointly agree upon and issue formal guidance interpreting this MOU and background materials upon which it is based. This MOU does not constitute final agency action on any issue. Any actions contemplated by this MOU are to be carried out in an appropriate administrative process by the acting agency in accordance with all applicable laws and regulations.

This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not a party to this agreement against the Parties, their officers or employees, or any other person. This MOU does not direct or apply to any person outside of the Parties.

VII. COMMENCEMENT / DURATION / MODIFICATION / TERMINATION

This MOU is to take effect upon the last signature date of the Parties, and shall remain in effect for a period of 5 years. This MOU may be extended or modified at any time while it is in effect, per the mutual written agreement of the Parties in the form of an amendment to this MOU. Additionally, a Party may terminate its participation in this MOU at any time by providing written notice to the other Party's Principal POC at least 60 days in advance of the desired termination date.

Signed,

Carroll Thomas
Director, Hollings Manufacturing Extension Partnership Program
National Institute of Standards and Technology
U.S. Department of Commerce



Date: 2/22/2017

Dr. Kathleen Hogan
Deputy Assistant Secretary for Energy Efficiency
Office of Energy Efficiency and Renewable Energy
U.S. Department of Energy



Date: 2/28/2017