

**Memorandum of Understanding
Between**

**National Institute of Standards and Technology –
Manufacturing Extension Partnership Program
and
University Economic Development Association**

Purpose

The University Economic Development Association (UEDA) and the National Institute of Standards and Technology (NIST) Manufacturing Extension Partnership (MEP) Program entered into a Memorandum of Understanding dated 22 February 2007 for the purpose of formally exploring areas of mutual interest with the goal of establishing collaborative efforts and activities. The parties desire to continue the relationship, efforts and activities. Therefore, UEDA and NIST MEP agree to this Memorandum of Understanding (MOU) effective 01 May 2009, which replaces the 22 February 2007 document.

Background

UEDA is not-for-profit association dedicated to serving the nation's institutions of higher education and their economic development affiliates. UEDA focuses on policy, practice, and partnerships that enhance the relationship between higher education and economic development. Established in 1976, UEDA provides members with services and a forum for information, networking, and professional development.

Created in 1988 by congressional governing statute, Title 15 USC 287 K, MEP's sole 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. MEP is a results-based network of locally operated, staffed and controlled non-profit and university-based organizations leveraging federal, state and 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 the Department of Commerce's National Institute of Standards and Technology.

Collaboration Objectives

The MEP and UEDA will work together to leverage their current collaborative relationships with the goal to achieve more productive and effective working relationships with higher education and university economic development-based programs thereby improving their efforts to strengthen the US economy.

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

Both organizations have an interest in working together within areas authorized and if funds and resources are available. UEDA and MEP will promote the joint efforts pursued under this MOU which will be based on actively exchanging information and pursuing relationships that will enhance their effectiveness in the communities served. The areas of initial collaborative interest may include, but are not limited to:

1. Actively participate in networking opportunities to share information on best practices, assessing innovation, technology scouting and emerging technologies;
2. Leverage each organization's respective partnership base to increase awareness of UEDA and MEP and affiliation with or membership therein;

3. Explore the possibilities of co-sponsored and collocated events, such as conferences, seminars, webinars, information development and dissemination;
4. Share information on best practices by participating in conference sessions, web-enabled seminars and other events;
5. Develop metrics for assessing innovation and services / results;
6. When appropriate and mutually agreeable, support collaborative activities such as the US Department of Labor programs and higher education/manufacturing based events;
7. Use objectives, benchmarks and goals to measure success;
8. If possible, hold national or regional UEDA meetings at MEP conferences;
9. If possible, hold national or regional MEP meetings at UEDA Summits;
10. Share organizational e-newsletters and e-news blasts with the other organization.

Terms and Termination

This MOU will take effect on the date of execution and will remain in effect for two years, will be reviewed periodically, and may be renewed by mutual agreement. The MOU may be terminated by either party upon 30 days written notice and may be extended in two-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 of the Agencies entering into this MOU, 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.

The signatories of this MOU represent that they have the authority to make such commitments on behalf of their respective organizations.

For the Parties:



 Roger D. Kilmer, Director
 Manufacturing Extension Partnership Program
 National Institute for Standards and Technology

8/12/09
 Date



 Wayne H. Watkins, President
 University Economic Development Association

30 July 2009
 Date