

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. DEPARTMENT OF COMMERCE
NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
HOLLINGS MANUFACTURING EXTENSION PARTNERSHIP PROGRAM
AND THE
ASSOCIATION OF PROCUREMENT TECHNICAL ASSISTANCE CENTERS**

I. PURPOSE AND GOALS

This Memorandum of Understanding (MOU) constitutes an agreement between the U.S. Department of Commerce (DOC) National Institute of Standards and Technology (NIST), Hollings Manufacturing Extension Partnership Program (MEP) and the ASSOCIATION OF PROCUREMENT TECHNICAL ASSISTANCE CENTERS (APTAC) - hereinafter referred to individually as "Party" and collectively as the "Parties"

The purpose of this MOU is to define an agreement through which both parties intend to establish collaborative efforts to support the U.S. manufacturing industrial base thereby more efficiently using U.S. tax dollars to increase competition for Government contracts and thereby expand the Government's industrial base, as well as to improve U.S. manufacturing's productivity, economic competitiveness and technological capabilities

The goals of this MOU are for both Parties to collaborative to purposefully integrate the immediate and ongoing needs of the U.S. manufacturing industrial base to build a stronger economy. Both Parties intend to promote the joint efforts established under this MOU, subject to the availability of funding and other necessary resources, which will be based on communication as the foundation of the two networks working together to create a seamless working relationship between the two Parties. The areas of initial collaborative interest include, but are not limited to:

- Provide training and counseling to business and industries concerning how to do business with the Federal Government.
- Acquire, preserve and disseminate data and other information regarding Government procurement policies and practices.
- Promote and co-sponsor joint complementary training events beneficial to U.S. manufacturing industrial base and mutually respective to both Parties.
- Establish direct and consistent relationships at all levels within both Parties to document and share complementary assistance best practices.
- Develop clear objectives, benchmarks and goals to measure success of collaborations between MEP and PTAC networks.

II. BACKGROUND

The APTAC is a non-profit organization comprised of an advisory board and 11 regional directors that support the more than 600 dedicated procurement professional members of the Procurement Technical Assistance Centers (PTAC). The Procurement Technical Assistance Program (PTAP) was authorized by Congress in 1985 in an effort to expand the number of businesses capable of participating in the Government Marketplace. Administered by the Department of Defense's Defense Logistics Agency (DLA), the program provides matching funds through cooperative agreements with state and local governments and non-profit organizations for the establishment of PTACs to provide procurement assistance.

The APTAC mission is to represent the interests of its members and to promote procurement technical assistance to business owners interested in doing business with Federal, State and local agencies. The primary goal of the members is

to increase competition for Government contracts and thereby expand the Government's industrial base. Additionally, the APTAC establishes and maintains a national forum to conduct training and to provide for the exchange of information and ideas among all operators of Government marketing assistance programs and other related programs, for the purpose of inter-state and intra-state communication, program development and professional enhancement.

Created in 1988 by congressional governing statute, Title 15 CFR 290, 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. MEP is a results-based network of locally operated and staffed non-profit, university-based, and state-based organizations leveraging federal, state and local, and private resources. This partnership among the federal government, state and local governments, and the private sector provides hands-on assistance services to U.S. manufacturers through manufacturing extension offices in every state across the country and in Puerto Rico. The nationwide network of MEP Centers operating approximately 400 service locations are managed at the federal level by DOC NIST.

Both the PTAC and the MEP programs are federally funded to provide manufacturers with information and/or the resources needed to be successful. This MOU outlines the key focus areas where the two programs can collaborate for the mutual benefit of their missions and of U.S. manufacturers. Through this MOU, the APTAC and the MEP are forming a partnership whereby technical assistance can be provided to businesses and industry. With assistance from APTAC and MEP working together small businesses – especially small manufacturers – can play a greater role in strengthening the U.S. 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. This MOU is a statement of intent of the parties to collaborate as indicated. No funds are obligated by this MOU

III. ROLES AND RESPONSIBILITIES OF THE PARTIES

Both organizations have an interest in strategically integrating support for immediate and ongoing needs within areas authorized, subject to the availability of funding. The APTAC and MEP intend to promote the joint efforts established under this MOU which will be based on communication as the foundation of the two networks working together to create a seamless working relationship between the two organizations. The areas of initial collaborative interest include, but are not limited to:

APTAC Opportunities:

- Provide training and counseling to business and industries concerning how to do business with the Federal Government. Assistance will include, but not be limited to: Government marketing, bid and proposal preparation, Packaging, Government codes, pre-award surveys, post-award administration, sub-contracting, socioeconomic programs, Federal Acquisition Regulations, and Electronic Commerce. In the majority of the cases, this service is offered at no cost to the client.
- Acquire, preserve and disseminate data and other information regarding Government procurement policies and practices.
- Refer qualified manufacturing sector business and industrial customers to MEP for more in-depth industry-related technical assistance that falls outside the scope of the PTAC government contracting mission.
- Promote and co-sponsor joint complementary training events beneficial to clients and mutually respective to both programs.

MEP Opportunities:

- Establish direct and consistent relationships with the PTAC leadership at the association and federal program administrative level as well as at the local field office level by designating MEP points of contact at MEP Centers.
- Encourage APTAC and MEP informational sessions in order to:

- learn more about how the PTACs assist with government procurement issues/assistance such as acquiring, preserving and disseminating data and other information regarding Government procurement policies and practices to promote reciprocal referral activity; and
 - communicate to PTAC personnel about technical assistance services provided by MEP Centers to U.S. manufacturers.
- Document and share complementary assistance best practices such as sharing facilities for group events, employing webinars for co-virtual events, establishing joint newsletters, and sharing websites to facilitate dissemination of new manufacturing funding initiatives and implementation services available to manufacturers.
- Develop clear objectives, benchmarks and goals to measure success of collaborations between APTAC and MEP networks.

IV. MOU MANAGEMENT

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 Parties 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 of the Parties 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.

Contact Information for both parties is provided below:

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V. 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.

VI. AUTHORITIES

The authorities to enter this framework MOU are:

NIST MEP: 15 U.S.C. §§272 (b)(l), and 278k

VII. LIMITATIONS

Nothing in this MOU is to be construed as indicating a financial commitment by a Party for the expenditure of funds.

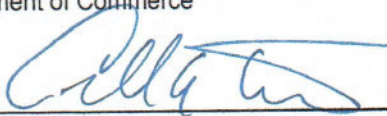
This MOU does not, and is not intended to impose any legally binding requirements on the Parties. If necessary or desirable, the Parties may jointly agree upon and issue formal guidance interpreting this MOU and background materials upon which it is based. This MOU does not constitute final agency action on any issue. Any actions contemplated by this MOU are to be carried out in an appropriate administrative process by the acting Party 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 officials or employees, or any other person. This MOU does not direct or apply to any person outside of the Parties.

VIII. 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,

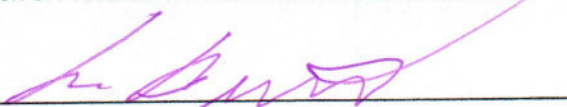
Carroll Thomas
Director, Hollings Manufacturing Extension Partnership Program
National Institute of Standards and Technology
U.S. Department of Commerce



Date:

12/13/2016

Terri Bennett
President
Association of Procurement Technical Assistance Centers



Date:

1/13/2017