FINAL

MEMORANDUM OF UNDERSTANDING
AMONG
THE UNITED STATES DEPARTMENTS OF
EDUCATION, ENERGY and LABOR

This Memorandum of Understanding (MOU) is a non-binding expression of intent between the United States Departments of Education (Education), Energy (Energy) and Labor (Labor) to collaborate on linking the United States workforce to jobs, training and education opportunities funded by the American Recovery and Reinvestment Act (Recovery Act) and annual appropriations. The Departments of Education, Energy and Labor may be referred to individually as a 'Department' and together as 'Departments'.

WHEREAS, Education, through its formula-based state grant program, discretionary funded activities, and technical assistance efforts with state and local educational agencies, and community colleges, promotes and supports the development of career pathways and program of study models that provide seamless transitions for students from high school to postsecondary education and careers;

WHEREAS, Labor, through formula-based and discretionary programs, supports activities at the regional, state and local levels to link job-seekers to employment and training opportunities and prepare workers for opportunities in high-growth and emerging industries;

WHEREAS, Energy supports research, development, demonstration, and other activities to help the U.S. transform into a nation that relies much more heavily on renewable energy; implements state of the art energy efficiency technologies and processes in homes, businesses, transportation, industry, and utilities; and develops and maintains a smart grid to ensure clean and reliable power across the nation;

WHEREAS, Energy focuses on the development of basic science knowledge and industry-supported technology, and develops related curricula, certifications and standards; provides technical assistance to ensure state-of-the-art training and education programs; and facilitates coordination with industry to enhance opportunities for hands-on training;

WHEREAS, the Departments seek to efficiently and effectively advance existing and future training and education programs; avoid duplication of effort; fill skill deficiencies; optimize matching of training programs with employment needs; provide career ladders, lattices and pathways for American workers; and provide for a skilled workforce in the clean energy and energy efficiency sectors;

WHEREAS, the Departments seek to collaborate on efforts that will benefit the U.S. economy and workforce today and over the long-term, and help ensure the development of a significantly expanded and qualified workforce to install and operate new and advanced clean energy and energy efficiency technologies and processes in order to reach U.S. climate change, national security and other goals;

NOW, THEREFORE, the Departments have reached the following understanding:

ARTICLE 1

Objective

1. The objective of this MOU is to establish a framework to assist the Departments in collaborating for mutual and public benefit and through open and reciprocal exchange of information on all aspects necessary to ensure a successful partnership.

ARTICLE 2

Activities

Subject to the availability of funds and applicable laws Departments will exchange a variety of information and participate in joint activities including but not limited to the following:

1. Each Department agrees to notify the other two Departments of relevant awards made with Recovery Act as well as appropriated funds, and include in its contracts, as appropriate, provisions that encourage awardees to coordinate to the extent possible with each Department's appropriate regional, state and local offices for related activities;

2. In accordance with its statutory authority, Energy agrees to conduct outreach to employers and industry-related organizations, such as industry associations, labor-management organizations, and labor organizations, and to other organizations that represent the interests of workers, employers, and the education and training community, and to other relevant groups including community or faith based organizations, to support Education and Labor in the identification of industry-validated standards, assessments, best practice regimes, accreditations, and certifications; and in the development of career ladders, lattices, pathways and programs of study that can prepare students for rewarding careers in the energy sector;

3. Where appropriate each Department agrees to disseminate information about relevant programs and activities carried out by the other two Departments by jointly run webinars, conferences, and outreach materials using the web and/or other means;

4. The Departments will work together to develop mutually supportive and reinforcing projects with aligned goals to ensure the development of career ladders, lattices and pathways for jobs in energy efficiency and renewable energy fields;

ARTICLE 3

Management and Funding

1. To ensure effective implementation and oversight of this MOU, the Departments intend to establish an Oversight Committee consisting of up to six members, with each Participant nominating up to two federal employees to serve on this body. Each Department will engage in activities related to its statutory authorities and will be responsible for its own costs associated with attending and participating in Oversight Committee meetings.

2. The Oversight Committee should provide periodic reports to the Departments on collaborative efforts described in Article 2: Activities.

3. This Agreement in no way restricts any of the Departments from participating in any activity with other public or private agencies, organizations or individuals.

4. This Agreement is neither a fiscal nor a funds obligation document. Nothing in this Agreement authorizes or is intended to obligate the Departments to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.

5. This Agreement is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of any Department. This Agreement shall not be construed to provide a private right or cause of action for or by any person or entity.

6. All agreements herein are subject to, and will be carried out in compliance with, all applicable laws, regulations and other legal requirements.

ARTICLE 4

Commencement, Modification, and Termination

Cooperation under this MOU may commence upon signature and continue for five years. The MOU may be modified at any time by mutual determination of the Participants in writing. If any Department desires to terminate this agreement, it should endeavor to provide 120 days advance written notice to the other Departments.

Energy enters into this Agreement under the authority of section 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended; 42 U.S.C. § 7256).

Education enters into this Agreement under the authority to enter into agreements in section 415 of the Department of Education Organization Act (DEOA) (20 U.S.C. § 3475), and consistent with the purposes set forth in section 102(4)(5)and (6) of the DEOA (20 U.S.C. § 3402(4), (5) and (6)).

Labor enters into this Agreement under the authority of 29 USC 551, which established the Department for the purpose of fostering, promoting, and developing the welfare of the wage earners of the United States, to improve their working conditions, and to advance their opportunities for profitable employment.

Signed in triplicate.

Arne Duncan, Secretary of Education

Steven Chu, Secretary of Energy

Hilda Solis, Secretary of Labor