

MEMORANDUM OF UNDERSTANDING

Between

U.S. SMALL BUSINESS ADMINISTRATION

AND

UNITED STATES DEPARTMENT OF LABOR

I. PURPOSE

This Memorandum of Understanding (MOU) establishes an agreement between the United States Small Business Administration (SBA) and the United States Department of Labor (DOL (collectively referred to as “the Entities” and singularly as an “Entity”) to engage in a collaborative effort in support of domestic manufacturing. The collaboration will include data sharing, including but not limited to, data related to program beneficiaries, program/service details, and initiatives intended to support domestic manufacturers. Additionally, the collaborative engagement will establish a cross-agency access and training initiative on relevant programs and offer centralized points of contact for internal use. This proposed collaboration will streamline interagency cooperation and maximize resource delivery to domestic manufacturers.

Relevant Programs:

- (1) Department of Labor
 - a. Veteran Employment Training Service (VETS)
 - b. Employment and Training Administration (ETA)
- (2) Small Business Administration
 - a. 7(a) Loans
 - b. 504 Loans
 - c. 8(a) Business Development Program
 - d. Micro Loans
 - e. Disaster Assistance Programs
 - f. SBIC Directory
 - g. Lender Match
 - h. Federal Contracting Programs

II. AUTHORITY

This MOU is entered into by SBA pursuant to 15 U.S.C. Section 631(a), establishing SBA’s broad authority to support small businesses through its range of programs and services and to engage other federal agencies to do so; 15 U.S.C. Section 636 *et seq.* providing SBA its lending authority; 15 U.S.C. Section 637(b)(1)(A) providing SBA its authority to administer its programs and enforce compliance; Routine Use (p) in SBA Privacy Act SORN 21 – Loan Systems (published in the FR at 77 FR 61467, 61468 on October 9, 2012) authorizes SBA to use, disclose, or refer records and information to (a) a Federal or state agency, its employees, agents (including contractors of its agents), approved private lenders acting on the Government’s behalf, or contractors, or (b) a fiscal or financial agent designated by the

Department of the Treasury, including employees, agents or contractors of such agent, for the purpose of identifying, preventing, or recouping improper payments to an applicant for, or recipient of, Federal funds, including funds disbursed by a state in a state-administered, Federally funded program.

This MOU is executed by DOL under authority of the Workforce Innovation and Opportunity Act (WIOA), 29 U.S.C. §32, the Wagner-Peyser Act, 29 U.S.C. §49, the National Apprenticeship Act (50 Stat. 664; 29 U.S.C. 50)

III. CONTRIBUTIONS/RESPONSIBILITIES OF THE PARTIES

To effectuate the objective of this MOU, each Entity intends to take the following steps:

A) SBA will:

- Provide data as necessary to support cross-agency collaboration intended to expedite and maximize the support offered to domestic manufacturers and those committed to onshoring within NAICS sectors 31, 32, 33. Data may be used to determine and expedite preliminary program suitability, identify applicable or beneficial resources, or to complete necessary due diligence.
- Designate a point of contact familiar with the Relevant Programs for each of the offices referenced above in Section I.(5)(a-h) to support cross-agency client referrals and collaboration;
- Engage in cross-agency training and transparency relating to all the Relevant Programs referenced above.

B) DOL will help domestic manufacturers create a skilled workforce through Registered Apprenticeship and other public workforce development programs by:

- Providing data as necessary to support cross-agency collaboration intended to expedite and maximize support offered to domestic manufacturers such as;
 - Potential grants that the agency will be competing, to coordinate federal investments.
 - A list of current domestic manufacturer Registered Apprenticeship sponsors to assess the current apprenticeship landscape, identify additional high-demand advanced manufacturing occupational needs, and establish targets and opportunities for expansion and collaboration.
 - Information on how to connect with apprenticeship staff, grantees, and contractors to assist with apprenticeship program development.
 - Success Stories and Best practices of Advanced Manufacturing Apprenticeship sponsors, apprentices, and partnerships.
 - All data available to manufacturers described below.
- Providing data to support those committed to onshoring their manufacturing operations to the United States of America, such as

- Location and services of American Job Centers and public workforce grantees that can help employers hire and train a skilled workforce to fill open manufacturing jobs
- Available labor force, common/prevaling wages for specific occupations, and other wage and employment information of state, and where available local, labor market as inputs into manufacturers' location and planning decisions.
- Skills and credentials data for specific occupations from O*NET, including estimates for length of time for workers to typically become skilled in and enter specific occupations, for purposes of hiring and workforce development planning.
- Information on training available, and outcomes of those trainings, in the manufacturers' target occupations.
- Facilitating connections between workforce grantees, Apprenticeship staff and Registered Apprenticeship sponsors, Advanced Manufacturing apprenticeship industry intermediaries, and Manufacturing Extension Partnerships and ManufacturingUSA network of institutes.
- Provide data as necessary to support cross-agency collaboration intended to expedite and maximize support offered to domestic manufacturers by expanding and strengthening the recruitment, training, and retention of veterans, service members, and military spouses. This may include data on the Veterans' Employment and Training Service (VETS) administered Transition Assistance Program (TAP), Jobs for Veterans State Grants (JVSG), Homeless Veterans' Reintegration Program (HVRP), and other available relevant data.
 - DOL VETS Veteran Employment Outreach Program (VEOP) will work with manufacturing employers to find and hire service members, veterans, and military spouses. Specifically, through VEOP's Regional Veterans' Employment Coordinators (RVECs) work to help employers find service members, veterans, and military spouses. They engage with local, regional, and national employers and connect them with Federal, state, and local resources to facilitate veterans' employment.
 - Pursuant to DOL VETS' current Memorandum of Understanding (MOU) with SBA for the TAP program, VETS will continue to coordinate and provide employment related information on transitioning service members and their spouses, and support the SBA administered Boots to Business (B2B) program.
- Designating a point of contact familiar with the Relevant Programs and offices mentioned above to support cross-agency collaboration.
- Engaging in cross-agency training and transparency relating to all Relevant Programs referenced above.

IV. EXPENSES OF EACH PARTY

Each Entity under this MOU will bear its own expenses in connection with the preparation, negotiation, and execution of the MOU, and no Entity will be liable to the other Entities for such expenses.

V. PUBLICITY

The Entities will coordinate all public statements and other disclosures with regard to the MOU. No Entity to the MOU may enter into any publicity regarding the MOU unless the Entity consults in advance on the form, timing, and contents of any such publicity, announcement, or disclosure with the other Entities. The Entities will not use or permit the use of this MOU to endorse any product, service or enterprise. Any publicity regarding this MOU should refrain from inappropriately endorsing any third parties.

VI. STATEMENT OF NON-BINDING OBLIGATION AND NO FINANCIAL COMMITMENT

This MOU is an expression of intent only. Each Entity will act as an independent party with respect to the performance of its duties under the MOU. The MOU does not obligate and will not result in an exchange of funds, personnel, property, services, or any kind of financial commitment. It will not result in a transfer of resources between the Entities. Any future transfer of funds or obligation to undertake certain work must be confirmed by an appropriate funding agreement executed by authorized officials from the agencies that are signatories to the MOU. The MOU does not give any third party any benefit, legal or equitable right, remedy or claim under the MOU.

Each Entity will accept full and sole responsibility for any and all expenses it incurs relating to this MOU, provided that nothing herein will prevent any Entity from raising funds from other parties to support its efforts under the MOU. Nothing in this MOU will be construed as superseding or interfering in any way with any agreements or contracts entered into by any Entity, either prior to or subsequent to the signing of this MOU. Nothing in this MOU will be construed as creating an exclusive working relationship between the Entities. This MOU cannot be used to create or imply a relationship or any guaranty with a third party.

VII. INFORMATION SHARING AND PRIVACY

Each Entity will determine the nature and scope of the data it will share pursuant to this MOU. To the extent any of the data provided by any Entity is confidential and/or is subject to any protection, privilege or exemption from disclosure, the Entities mutually agree to maintain and protect the confidentiality of the data provided by any other Entities. The Entities will use the data provided only for the purposes stated in Section I and as outlined in Sections II and III of this MOU.

The Entities will negotiate the manner in which shared data will be transferred to ensure security. Each Entity will designate authorized personnel to access shared data. The Entities will store and manage shared data according to their respective regulations and protocols. The Entities are responsible for ensuring compliance with their respective obligations under all applicable state and federal laws and regulations. No Entity will disseminate any protected

data obtained under this MOU outside its agency, in whole or in part in any manner (nor make representations concerning the protected data), except: (i) as required by law; (ii) as specifically authorized by this MOU; or (iii) with the prior written approval of the Entity to which the protected data belongs. All protected data remains the property of the Entity that provided it.

Any Personally Identifiable Information (PII) referred, transferred or exchanged by any Entity requires prior explicit written consent by the individual for such referral, transfer or exchange in accordance with all federal laws and regulations. The Entities must ensure continued compliance with the Privacy Act (5 USC 552a(b)(2)), the Trade Secrets Act (18 USC 1905), and the Freedom of Information Act (FOIA) Exemption 4 (5 USC 552(b)(4))

VIII. LIABILITY

Each Entity will make reasonable efforts to ensure that if any data comparisons are performed subject to this MOU such comparison is accurate and correct. However, no Entity assumes liability for incorrect comparison results, regardless of whether those incorrect results arise from inaccuracies in its own data or data received from another Entity, or due to errors in the comparison process.

Each Entity will only be liable for the acts and omissions of its own employees, subject to applicable law and availability of appropriations.

IX. POINTS OF CONTACT

The points of contact responsible for administration of this MOU are:

SBA

Name: Lisa Shimkat
Title: Associate Administrator
Office of Manufacturing & Trade
409 3rd Street SW
Washington DC 20416
P: (202) 772-6936
E: Lisa.Shimkat@sba.gov

DOL

Name: Dean Heyl
Title: Assistant Secretary
Office of Administration & Management
200 Constitution Avenue NW
Washington DC 20416
P: 202-693-4040
E: heyld.dean@dol.gov

X. DURATION OF THE MEMORANDUM OF UNDERSTANDING

This MOU will take effect when signed by all the Entities and will remain in effect until April 1, 2027. Any Entity may withdraw from this MOU with 15 days written notice to the other Entities. Withdrawal by any Entity does not invalidate this MOU. The MOU will remain in effect.

XI. AMENDMENTS, TERMINATION, OR CANCELLATION OF MOU

This MOU may be amended by deletion or modification of any provisions, provided that such amendment is in writing and is signed by all Entities under the MOU.

XII. NOTICE OF SECURITY AND/OR PRIVACY INCIDENT

If any Entity or its agents or contractors suspect, discover, or is notified of a data security incident or potential breach of this MOU or any exposure, unauthorized release, or misuse of data shared under this MOU, that Entity will immediately, but no later than one day from suspicion, discovery or notification of the incident or potential breach, report the incident to the respective entity's POC (Point of Contact) as stated in section IX of this MOU.

XIII. GENERAL TERMS

- A. This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Entities to expend, exchange, or reimburse funds, services, or supplies.
- B. This MOU in no way restricts any Entity from participating in any activity with other public or private agencies, organizations or individuals.
- C. This MOU does not modify, change or alter any terms or agreements the Entities have made in prior MOUs and/or Computer Matching Agreements.
- D. Nothing in this MOU is intended to conflict with current law(s), regulation(s), or the directives of any Entity. If a provision in this MOU is found to be inconsistent with such authority, then that provision will be reviewed and modified or annulled as agreed to by the Entities in writing. The remaining provisions of this MOU shall remain in force and effect unless otherwise noted.

XIV. SIGNATURE

This MOU may be executed in counterparts, which when signed by all the Entities will constitute a single binding agreement. The following individuals are authorized to sign this MOU on behalf of their respective agencies.

BY: _____ **DATE:** _____

NAME: _____

TITLE: _____

BY: _____ **DATE:** _____

NAME: _____

TITLE: _____