

September 24, 2010

Memorandum of Understanding
Between the U.S. Chamber of Commerce
And
U.S. Department of Labor, Veterans' Employment and Training Service

I. Purpose, Mission and Background

A. The purpose of this Memorandum of Understanding (MOU) is to encourage cooperation and collaboration between the U.S. Department of Labor, Veterans' Employment, and Training Service (DOL-VETS) and the U.S. Chamber of Commerce (USCC) to promote meaningful employment opportunities for Veterans across America. The goal of this collaboration is to use the strengths and expertise of both organizations to raise awareness around this important issue and to help Veterans and Transitioning Service Members, particularly those veterans who were wounded or injured while on active duty, prepare for and obtain meaningful civilian careers.

B. The missions of both USCC and DOL-VETS reflect the purpose of this MOU. This USCC and DOL-VETS partnership will leverage each organization's resources and capabilities to increase awareness among our nation's employers of the training and skills that Veterans bring to the workplace, and the tremendous value of hiring Veterans.

U.S. Chamber of Commerce: USCC, a non-profit business federation, is dedicated to identifying and fostering public debate on emerging critical issues. It provides business and government leaders with insight and resources to address tomorrow's challenges. The USCC resources and programs focus on three goals-to (I) examine emerging business issues, (II) drive public debate, and (III) inform business and government leaders.

U.S. Department of Labor, Veterans' Employment, and Training Service: The mission of the Veterans' Employment and Training Service (VETS) is to provide Veterans and transitioning Service Members with the resources and expertise to assist and prepare them to obtain meaningful careers, maximize their employment opportunities, and protect their employment rights.

C. Background.

Early in 2009, the USCC responded to an appeal by the Chairman of the Joint Chiefs of Staff (Admiral Mullen), by launching an initiative to help wounded, ill, and injured Veterans find meaningful employment. In the process, the USCC found that many of these American heroes were ill-prepared for transition from military to civilian jobs. In many places, there were too few career counselors and mentors to help in the transition; there was often an insufficient system in

place to facilitate certification and licensing; and many of the Veterans needed help with their resumes and interview skills.

To address some of these challenges, the USCC created strategic partnerships with organizations like DOL-VETS, Business Executives for National Security (BENS), the United Services Organizations (USO), American Corporate Partners (ACP) and others. They also sponsored important events including their second annual “Hiring our Heroes” event on November 12, 2009 (in which the Secretaries of Labor and Veterans Affairs were keynote speakers), as well as two successful career fairs on January 20, 2010 and June 4, 2010 at Walter Reed and Bethesda Naval Hospital, respectively. Hundreds of wounded, ill, and injured Veterans participated in these job fairs and many were placed with Fortune 100 companies and other members of the Chamber that attended.

DOL-VETS is focused on the same challenges, and has a number of programs to help Veterans and Transitioning Service Members find meaningful civilian careers. For example, DOL-VETS’ Transition Assistance Program (TAP) employment workshops provide critical information and training to Service Members preparing to transition to civilian employment, its Jobs for Veterans State Grants provide funds to States to support the hiring of employment specialists dedicated to helping Veterans find jobs in their home states. DOL-VETS’ REALifelines program provides personalized assistance to seriously wounded and injured Service Members to prepare them for rewarding new civilian careers.

DOL-VETS and the USCC are uniquely positioned to help our nation’s heroes find meaningful employment and want to formalize their partnership as outlined in this document.

II. Responsibilities

Collaboration and coordination between the two organizations will promote awareness of the value of hiring Veterans, and result in Veterans and transitioning Service Members, particularly those Veterans who were wounded or injured while on active duty, prepare for and obtain meaningful civilian employment. Initially, the collaboration will be piloted in 14 states identified by DOL-VETS and the USCC.

DOL-VETS

- A. DOL-VETS’ State Directors for each pilot state will collaborate with the identified USCC counterparts. The State Director will meet with the local Chamber leadership and address business leaders at Chamber events.
- B. DOL-VETS will collaborate with USCC in the development of informational materials designed to increase awareness among employers of the training and

skills of Veterans and Veterans with disabilities; of the advantages afforded by hiring Veterans with such training and skills; and to promote the pilot with these materials. To the extent authorized and feasible, DOL-VETS will arrange for the use of the DOL-VETS logo on such materials.

- C. DOL-VETS will help coordinate the program implementation through the local DOL-VETS network. DOL-VETS will disseminate information about this collaboration to State and Local Workforce officials, including Local Veterans' Employment Representatives (LVERs) and Disabled Veterans' Outreach Program Specialist (DVOPs), and will encourage collaboration and cooperation between these state officials and local USCC affiliates to improve local employer outreach efforts.
- D. DOL-VETS will make every effort to include DVOPs and LVERs and State Workforce Agencies in their presentation and interaction with the USCC.
- E. DOL-VETS will participate in USCC hiring fairs and other events. All Service Members and Veterans will be welcomed to attend the hiring fairs, which will include a special emphasis on Service Members who were wounded or injured while on active duty.
- F. DOL-VETS will establish performance metrics for measuring the success of the collaboration and monitor and periodically report on outcomes.
- G. DOL-VETS will use internal and external resources to evaluate all aspects of the project to ensure the efficacy of the Veteran transition/employment experience.
- H. DOL-VETS will raise awareness among relevant DOL sister agencies of its collaboration with USCC to create better service and outcomes for Veterans.
- I. DOL-VETS acknowledges that the USCC has certain exclusive affinity partner relationships with third parties. DOL-VETS agrees to work with the USCC to include the USCC's existing and/or future affinity partners in this program to the extent possible.

U.S. Chamber of Commerce (USCC)

- A. USCC will promote DOL-VETS' employer outreach program to local Chamber members as a "call to action" for businesses and communities to become engaged.
- B. USCC will promote the collaboration with DOL-VETS externally, using a mutually agreed upon messaging strategy and a coordinated effort with DOL-VETS.

- C. USCC will provide a co-branded employer recognition certificate that it will provide to DOL-VETS. DOL-VETS shall provide the certificate to employers upon the hiring of transitioning Veterans.
- D. USCC and DOL-VETS will work toward a mutually agreed upon Veteran employment goal.
- E. USCC will arrange for participation by DOL-VETS in USCC hiring fairs and other events.
- F. USCC has informed DOL-VETS of its existing affinity partner relationship involving online job recruiting services. It is understood and agreed by both parties that this MOU between DOL-VETS and USCC does not include online job recruiting services.

III. License of Marks and Logos

All rights and privileges with respect to the trademarks and logos not expressly granted hereunder are expressly reserved to the Licensing Party.

DOL-VETS

- A. DOL-VETS hereby grants USCC a license to use the DOL-VETS Tradename and Marks contained in Exhibit A (“the DOL-VETS Marks”) for the sole purpose of promoting the DOL-VETS program as defined above. No other rights in the DOL-VETS Marks are granted to USCC.
- B. USCC shall submit all materials proposed to contain the DOL-VETS marks to DOL-VETS for its review and approval and shall make all necessary changes to its use of the DOL-VETS Marks upon the request of DOL-VETS.
- C. The license granted for the use of the DOL-VETS Marks shall be royalty free, non-exclusive, non-divisible, and non-transferable. USCC acknowledges that simultaneously with its use of the DOL-VETS Marks, DOL-VETS will be using the DOL-VETS Marks in connection with its own operations, and DOL-VETS may enter into other license agreements with third parties concerning the use of the DOL-VETS Marks.
- D. USCC shall not be permitted to grant sublicenses or other rights to the DOL-VETS Marks or with respect to the license granted herein.
- E. USCC acknowledges DOL-VETS's exclusive right, title, and interest in and to the DOL-VETS Marks and the goodwill associated with the DOL-VETS Marks.

- F. USCC shall not at any time do or cause to be done any act or thing, in any manner diminishing, harming, disparaging, infringing, or contesting all or any part of the right, title, and interest of DOL-VETS in and to the DOL-VETS Marks. USCC will promptly notify DOL-VETS of any words, names or marks used by a third person which are known to USCC and which are similar to or confusing with the DOL-VETS Marks. In connection with the use of the DOL-VETS Marks, USCC shall not in any manner represent that it has any ownership in the DOL-VETS Marks and the registrations and any renewals thereof, and USCC acknowledges that use of the DOL-VETS Marks shall not create in USCC's favor any right, title, or interest in or to the DOL-VETS Marks, but all uses of the DOL-VETS Marks by USCC shall inure to the sole benefit of DOL-VETS. Upon termination of the license or MOU in the manner provided herein, USCC will cease and desist from all use of the DOL-VETS Marks in any way, and will at no time adopt or use, without DOL-VETS's prior written consent, any words or names which are similar to or likely to be confused with such DOL-VETS Marks.
- G. Any liability of the Government will be determined in accordance with the Federal Tort Claims Act, where applicable.

USCC

- A. USCC hereby grants DOL-VETS a license to use the USCC Tradename and logo contained in Exhibit A ("the USCC Marks") for the sole purpose of promoting the DOL-VETS employer outreach program as defined above. No other rights in the USCC Marks are granted to DOL-VETS.
- B. DOL-VETS shall submit all materials containing the USCC Marks to USCC for its review and approval and shall make all necessary changes to its use of the USCC Marks upon the request of USCC.
- C. The license granted for the use of the USCC Marks shall be royalty free, non-exclusive, non-divisible, and non-transferable. DOL-VETS acknowledges that simultaneously with its use of the USCC Marks, USCC will be using the USCC Marks in connection with its own operations, and USCC may enter into other license agreements with third parties concerning the use of the USCC Marks.
- D. DOL-VETS shall not be permitted to grant sublicenses or other rights to the USCC Marks or with respect to the license granted herein.
- E. DOL-VETS acknowledges USCC's exclusive right, title, and interest in and to the USCC Marks and the goodwill associated with the USCC Marks.
- F. DOL-VETS shall not at any time do or cause to be done any act or thing, in any manner diminishing, harming, disparaging, infringing, or contesting all or any part of the right, title, and interest of USCC in and to the USCC Marks.

DOL-VETS will promptly notify USCC of any words, names or marks used by a third person which are known to DOL-VETS and which are similar to or confusing with the USCC Marks. In connection with the use of the USCC Marks, DOL-VETS shall not in any manner represent that it has any ownership in the USCC Marks and the registrations and any renewals thereof, and DOL-VETS acknowledges that use of the USCC Marks shall not create in DOL-VETS's favor any right, title, or interest in or to the USCC Marks, but all uses of the USCC Marks by DOL-VETS shall inure to the sole benefit of USCC. Upon termination of the license or MOU in the manner provided herein, DOL-VETS will cease and desist from all use of the USCC Marks in any way, and will at no time adopt or use, without USCC's prior written consent, any words or names which are similar to or likely to be confused with such USCC Marks.

- G. Any Liability of the Government will be determined in accordance with the Federal Tort Claims Act, where applicable.

IV. Representatives of the Parties:

Each party will designate a representative to deliver and receive notices and other communications, and to manage the relationship between DOL-VETS and USCC. As of the effective date of this MOU, the parties' representatives are:

U.S. Chamber of Commerce
Kevin Schmiegel, Vice President
1615 H Street, NW
Washington, DC 20062
(202) 463-5631
kschmiegel@uschamber.com

DOL-VETS
Raymond Jefferson,
Assistant Secretary for Veterans' Employment and Training
U.S. Department of Labor
Washington, D.C. 20210
202-693-4700
jefferson.raymond@dol.gov

V. Authority

38 USC 4102A(b)(8) authorizes the Assistant Secretary for Veterans' Employment and Training to furnish information to employers (through meetings in person with hiring executives of corporations and otherwise) with respect to the training and skills of Veterans and disabled Veterans, and the advantages afforded employers by hiring Veterans with such training and skills, and to facilitate employment of Veterans and

Veterans with disabilities through participation in labor exchanges (Internet-based and otherwise), and other means.

VI. Period of Agreement/Modification/Cancellation

This MOU shall be in effect for a three year period upon signature of both parties. Any modifications to this MOU must be by mutual written consent and signed by both parties. Either party may terminate this MOU at any time and for any reason without incurring any liability by giving written notice of at least 30 days in advance.

VII. Costs and Expenses

Each organization represented by this MOU will bear the costs and expenses of their assigned responsibilities. The MOU will not involve the transfer of funds or the use of personnel.

VIII. Effect of Agreement

This document is an agreement between the signatory organizations and defines in general terms the basis on which the parties will work in cooperation and partnership. It does not create any legal obligation on the part of either party and it is not intended to confer any right upon any private person.

Nothing in this agreement shall be interpreted as limiting, superseding or otherwise affecting either party's normal operations or decisions in carrying out its statutory or regulatory duties. This agreement does not limit or restrict the parties from participating in similar activities or arrangements with other entities.

Nothing in this agreement authorizes or is intended to obligate the parties to expend, exchange, or reimburse funds, services, or supplies, or provide preferential or special treatment through the grants awarding process.

IX. Resolution of Disputes

Disputes arising under this Agreement will be resolved by discussions between Agency Points of Contact, or other officials designated by each party.

X. Authorizing Signatures

Kevin Schmiegel
Vice President
U.S. Chamber of Commerce

Raymond Jefferson
Assistant Secretary for Veterans'
Employment and Training Service
U.S. Department of Labor

EXHIBIT A

THE DOL-VETS MARKS



EXHIBIT B
THE USCC MARKS

