



**UNITED STATES DEPARTMENT OF COMMERCE**  
**Office of the General Counsel**  
Washington, D.C. 20230

**JUL 14 2011**

MEMORANDUM FOR: John R. Fernandez  
Assistant Secretary for Economic Development  
Economic Development Administration

FROM: Barbara S. Fredericks *BSF for*  
Assistant General Counsel for Administration

SUBJECT: Revised Agreement between EDA and NIST

This provides clearance for the attached revised<sup>1</sup> agreement between the Economic Development Administration (EDA) and the National Institute of Standards and Technology (NIST), Hollings Manufacturing Extension Partnership (MEP), for services in connection with the Policy Academy on "Making" Our Future: Encouraging Growth Opportunities in Manufacturing Through Innovation, Entrepreneurship and Investment (the Academy).

The Academy, which runs between June 15, 2011 and June 14, 2012, is aimed at convening policymakers, business leaders, and local and State officials to facilitate the development of State-wide strategies that will help regions across the country to more effectively support innovation, foster job creation, and propel economic growth through advanced manufacturing. NIST and EDA will launch the Academy together.

Pursuant to this agreement, EDA will transfer \$200,000 in no-year funds to NIST for services<sup>2</sup> in connection with the Academy,<sup>3</sup> which NIST will in turn obligate on its existing cooperative agreement with the State Science and Technology Institute (SSTI).<sup>4</sup> SSTI will then provide the following services<sup>5</sup> in connection with the Academy: (1) organize and convene meetings to assist States in the development of innovation strategies, (2) disseminate these innovation strategies and best practices to assist other policymakers and practitioners, (3) provide technical assistance to help States implement innovative strategies and plans, and (4) submit semi-annual financial and technical reports to EDA to communicate progress made on the project. The agreement will become effective when signed by both parties and will terminate twelve months thereafter.

<sup>1</sup> The agreement was revised to correct NIST's programmatic authority and to edit the language in Sections 6 and 8.

<sup>2</sup> Because NIST is already engaged in grant management activities pursuant to a cooperative agreement with SSTI, any additional outlay for grant management services provided under the instant agreement is de minimis.

<sup>3</sup> The assistance provided to EDA will support the development of innovative approaches to facilitate regional strategic economic development planning and information dissemination that will help States across the country to more effectively understand and capitalize on existing and emerging opportunities for economic growth.

<sup>4</sup> See cooperative agreement #70NANB11H061, which expires on May 14, 2016. Pursuant to the cooperative agreement, SSTI will provide NIST with State relations support services to conduct a wide variety of activities that will advance relationships between MEP centers and State partners to accomplish NIST/MEP's public mission of assisting U.S. manufacturers.

<sup>5</sup> The services contemplated by this agreement are consistent with SSTI's mission to: assist States and communities as they build tech-based economies; conduct research on best practices and trends in tech-based economic development; and encourage cooperation among and between State and Federal programs.

This agreement is proper under the Economy Act, 31 U.S.C. § 1535, which provides that a federal agency may place an order with another federal agency for goods or services if: (1) amounts are available; (2) the order is in the best interest of the U.S. government; (3) the agency filling the order is able to provide or get by contract the ordered goods or services; and (4) the ordered goods or services cannot be provided as conveniently or cheaply by a commercial enterprise. EDA has made the appropriate determination and finding, as required by 48 C.F.R. § 17.502-2.

NIST has programmatic authority pursuant to 15 U.S.C. §§ 272(b)(1) and (b)(5) and 15 U.S.C. § 272a(4), which authorize NIST to (1) assist industry in the development of technology and procedures needed to improve quality, to modernize manufacturing processes, to ensure product reliability, manufacturability, functionality, and cost-effectiveness, and to facilitate the more rapid commercialization of products based on new scientific discoveries in fields such as automation, electronics, advanced materials, biotechnology, and optical technologies; (2) provide United States industry, Government, and educational institutions with a national clearinghouse of current information, techniques, and advice for the achievement of higher quality and productivity based on current domestic and international scientific and technical development; and (3) work with other Federal agencies to provide technical and related assistance to the States and businesses within the States. NIST has grant-making authority pursuant to 15 U.S.C. § 272(b)(4), which authorizes NIST to enter into contracts, including cooperative research and development arrangements, and grants and cooperative agreements, in furtherance of the purposes outlined above.

EDA has programmatic authority pursuant to section 207 of the Public Works and Economic Development Act of 1965 (42 U.S.C. § 3147), under which EDA may make grants for training, research, and technical assistance, including grants for program evaluation and economic impact analyses that would be useful in alleviating or preventing conditions of excessive unemployment or underemployment.

If you have any questions concerning this matter, please contact Lydia Grunstra of my staff at (202) 482-6113.

Attachment

cc: Julie A. Weiblinger

MEMORANDUM OF UNDERSTANDING

PURSUANT TO THE ECONOMY ACT

THROUGH WHICH

Economic Development Administration  
U.S. Department of Commerce

IS PARTICIPATING IN

**The Policy Academy on “Making” Our Future: Encouraging Growth  
Opportunities in Manufacturing Through Innovation,  
Entrepreneurship and Investment**

OF THE

Hollings Manufacturing Extension Partnership  
National Institute of Standards and Technology  
U.S. Department of Commerce

Agreement No.

## **1. PARTIES AND PURPOSE**

This memorandum of understanding (MOU) establishes an agreement between the Hollings Manufacturing Extension Partnership at the National Institute of Standards and Technology (NIST/MEP) and the Economic Development Administration (EDA) (collectively, the "Parties"), under which EDA will pay NIST/MEP for expenses related to specific activities to be carried out in connection with the Policy Academy on "Making" Our Future: Encouraging Growth Opportunities in Manufacturing Through Innovation, Entrepreneurship and Investment (Academy).

## **2. BACKGROUND**

NIST/MEP has an existing cooperative agreement with the State Science and Technology Institute (SSTI) to provide State relations support services to conduct a wide variety of activities that will advance relationships between MEP centers and State partners to accomplish NIST/MEP's public mission of assisting U.S. manufacturers. SSTI engages the National Governors Association (NGA) and the Council for Community and Economic Research (C2ER) as subrecipients on the award. As part of that effort, the SSTI team, working with NIST/MEP and EDA, will launch the Academy that is aimed at convening policymakers, business leaders, and local and State officials to facilitate the development of State-wide strategies that will assist regions across the country more effectively support innovation, foster job creation, and propel economic growth through advanced manufacturing. The Academy will run between June 15, 2011 and June 14, 2012.

Under this MOU, the meetings and technical assistance provided through NIST/MEP by its awardees (the SSTI, NGA, and C2ER) to EDA will support the development of innovative approaches to facilitate regional strategic economic development planning and information dissemination that will help States across the country more effectively understand and capitalize on existing and emerging opportunities for economic growth.

## **3. AUTHORITIES**

The authorities for NIST/MEP and EDA to enter into this MOU are as follows:

- (A) The Economy Act (31 U.S.C. § 1535), which provides that an agency may place an order with a major organizational unit within the same agency or another agency for goods or services if:
  - (1) Amounts are available;
  - (2) The ordering agency decides the order is in the best interest of the United States Government;
  - (3) The agency to fill the order is able to provide or get by contract the ordered goods or services; and
  - (4) The agency decides ordered goods or services cannot be provided by contract as conveniently or cheaply by a commercial enterprise (payments must be made on the basis of the actual cost of goods or services provided).

- (B) NIST/MEP has programmatic authority to enter this MOU pursuant to 15 U.S.C. §§ 272(b)(1), (b)(4), and b(5) and 272a(4).
- (C) EDA's program authority to enter into this MOU is pursuant to section 207 of the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. § 3147) (PWEDA), under which the EDA may make grants for training, research, and technical assistance, including grants for program evaluation and economic impact analyses, that would be useful in alleviating or preventing conditions of excessive unemployment or underemployment.

EDA's authority to transfer funds appropriated to carry out PWEDA is section 604 of PWEDA (42 U.S.C. § 3214), under which EDA will transfer funds to NIST/MEP to carry out specific activities in connection with the Academy, as outlined below in section 5 of this MOU. Funds transferred under section 604 of PWEDA remain available until expended. Each transfer made pursuant to this section 3(C) of this MOU will include a reference to this MOU, a description of the activities, and the duration of the period of performance.

#### **4. ECONOMY ACT DETERMINATION AND FINDING**

As set forth in the attached "Determination and Finding" pursuant to 48 C.F.R. § 17.503, EDA warrants that sufficient funding amounts are available, that the order is in the best interest of the United States Government, and that the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise.

#### **5. TERMS AND CONDITIONS**

EDA will obligate \$200,000 as a reimbursable account. For payment of the goods or services contemplated under this MOU, NIST/MEP will set up a comparable contra reimbursable account. The work to be undertaken and deliverables to be provided by NIST/MEP under this MOU include:

- (A) Organizing and convening meetings to assist States in the development of innovation strategies;
- (B) Disseminating the best practices and innovative strategies that are identified through this work to assist other policymakers and practitioners in developing innovation strategies;
- (C) Providing technical assistance to help States implement innovative strategies and plans; and
- (D) Submitting to EDA semi-annual financial and technical reports to communicate the progress made on the project.

#### **6. ACCOUNTING DATA**

NIST/MEP will use EDA's financial and accounting information set out below to establish a contra reimbursable account:

Appropriation:	13X2050
ALC:	13-20-0001
DUNS:	152936993
Accounting Information (ACCS):	40-4110-000
BETC:	DISP

NIST/MEP will use the financial and accounting information below to accept the transfer of funds:

Appropriation:	13X4650
ALC:	13-06-0001
DUNS:	9229956050
Accounting Information (ACCS):	4800500-000
Amount NIST:	\$200,000.00
BETC:	COLL

The established reimbursable account between EDA and NIST/MEP is for the payment contemplated under this MOU for expenses related to the following activities in connection with the Academy:

- (A) Regional meetings (\$100,000);
- (B) Consultants (\$50,000);
- (C) Pre-event coordination (\$20,000);
- (D) Travel reimbursement (\$20,000); and
- (E) Publications (\$10,000).

The Parties understand that EDA's obligation under this MOU is based on budget estimates. Amounts will be de-obligated to the extent that the servicing agency (NIST/MEP) has not incurred expenses before the end of the period of availability of the appropriation incurring the obligation. NIST/MEP shall not incur costs in excess of \$200,000.

## **7. DURATION OF AGREEMENT AND AMENDMENTS HERETO**

This MOU will become effective when signed by the Parties. This MOU will terminate twelve (12) months after its effective date, but may be amended at any time by mutual written consent of the Parties.

## **8. TERMINATION AND CANCELLATION CLAUSE**

Any Party may terminate this MOU by providing **30** days written notice to the other Party. If EDA terminates this MOU, NIST/MEP is authorized to collect costs incurred prior to cancellation of the order plus any termination costs, up to the total value set out in section 6 of this MOU.

## 9. RESOLUTION OF DISAGREEMENTS

Should disagreements arise on the interpretation of the provisions of this MOU or amendments or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each Party and presented to the other Party for consideration. If agreement or interpretation is not reached within **30** days, the Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than **30** calendar days after the Parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the *Treasury Financial Manual* (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/tfm/index.html>.

## 10. CONTACT INFORMATION FOR KEY OFFICIALS

The contact information for each Party to this MOU is set out below. The Parties agree that if there is a change regarding the information in this section, the Party making the change will notify the other Party in writing of such change.

### EDA Technical POC:

#### **Hillary Sherman-Zelenka**

Senior Program Analyst (Team Lead)  
Office of Management Services  
Economic Development Administration  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Room 7009  
Washington, DC 20230  
Telephone: 202-482-3357  
Email: [hsherman@eda.doc.gov](mailto:hsherman@eda.doc.gov)

### EDA Administrative POC:

#### **Jesse Perez**

Accounting Team Lead  
Economic Development Administration  
U.S. Department of Commerce  
1401 Constitution Avenue, NW, Room 7231  
Washington, DC 20230  
Telephone: 202-482-5272  
Email: [jperez@eda.doc.gov](mailto:jperez@eda.doc.gov)

### NIST/MEP Technical POC:

#### **Mark Troppe**

Manager of Partnerships, MEP  
National Institute of Standards and Technology  
100 Bureau Drive  
Mail Stop 4800, Bldg 301/C167  
Gaithersburg, MD 20899  
Telephone: 301-975-5745  
Email: [mark.troppe@nist.gov](mailto:mark.troppe@nist.gov)

ATTACHMENT

**DETERMINATION AND FINDING PURSUANT TO 48 C.F.R. § 17.503**

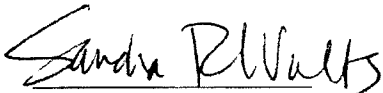
EDA warrants that:

- ☒ sufficient funding amounts are available;
- ☒ this agreement is in the best interest of the United States Government; and
- ☒ the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise.

It has been determined that this Economy Act order:

- ☒ does not require contracting action by the servicing agency; or
- ☐ does require contracting action by the servicing agency and that one of the following circumstances exists:

- ☐ the acquisition will appropriately be made under an existing contract of the servicing agency, entered into before placement of the order, to meet the requirements of the servicing agency for the same or similar supplies or services;
- ☐ the servicing agency has capabilities or expertise to enter into a contract for such supplies or services which is not available within the requesting agency; or
- ☐ the servicing agency is specifically authorized by law or regulation to purchase such supplies or services on behalf of other agencies.



Sandra R. Walters  
Chief Financial Officer and Chief Administrative Officer  
Economic Development Administration  
U.S. Department of Commerce  
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Date: 6/28/11



NIST/MEP Administrative  
POC:

**Anthony Gomez**  
Business Liaison Specialist, MEP  
National Institute of Standards and Technology  
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Mail Stop 4800, Bldg 301/C125  
Gaithersburg, MD 20899  
Telephone: 301-975-8139  
Email: [anthony.gomez@nist.gov](mailto:anthony.gomez@nist.gov)

## 11. SIGNATURES

This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties hereto. The following authorized officers of EDA and NIST/MEP acknowledge and agree to the terms of this MOU.



Aimee Dobrzeniecki  
Deputy Director, MEP  
National Institute of Standards  
and Technology  
U.S. Department of Commerce

7/26/2011  
Date



Tom Guevara  
Deputy Assistant Secretary for  
Regional Affairs  
Economic Development Administration  
U.S. Department of Commerce

7/18/2011  
Date



Sandra R. Walters  
Chief Financial Officer/Chief  
Administration Officer  
Office of Management and Financial  
Services  
Economic Development Administration  
U.S. Department of Commerce

7/15/11  
Date