

**U.S. TRADE AND INVESTMENT STRATEGIC PARTNERSHIP
MEMORANDUM OF AGREEMENT BETWEEN THE
INTERNATIONAL TRADE ADMINISTRATION
U.S. DEPARTMENT OF COMMERCE
AND**

Tri-County Regional Black Chamber of Commerce

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I. PARTIES

This Memorandum of Agreement (MOA), entered into by the International Trade Administration (ITA), U.S. Department of Commerce and Tri-County Regional Black Chamber of Commerce, is based on a mutual interest to advance ITA's mission to enhance America's global competitiveness.

ITA strengthens the competitiveness of U.S. industry, promotes trade and investment, and ensures fair trade through the rigorous enforcement of trade laws and agreements. ITA works to improve the global business environment and helps U.S. organizations compete at home and abroad.

Tri-County Black Chamber of Commerce is committed to acquiring and disseminating valuable business information and resources to achieve entrepreneurial parity in domestic and international economies. Tri-County Black Chamber of Commerce has interest in this project because of its interest in ensuring a sustainable local economy which will be achieved in part through increasing U.S. exports. Participation in this project furthers Tri-County Black Chamber of Commerce's programs encouraging economic growth of its members and other small and medium-sized enterprises.

This document constitutes an agreement between the International Trade Administration (ITA), U.S. Department of Commerce, and Tri-County Regional Black Chamber of Commerce

II. AUTHORITIES

ITA has authority to engage in this Partnership with Tri-County Regional Black Chamber of Commerce under:

1. The Mutual Educational and Cultural Exchange Act (MECEA) of 1961 (22 U.S.C. §§ 2455(f) and 2458(c)), as incorporated into ITA's annual appropriations act;
2. 15 U.S.C. § 1512, authorizing the Department of Commerce to foster, promote, and develop the foreign and domestic commerce of the United States; and
3. Other ITA authorities as applicable to specific activities undertaken pursuant to this agreement.

III. PURPOSE

This MOA establishes a Partnership to advance ITA's mission to enhance the international competitiveness of U.S. industry. The Partnership will support activities to: facilitate international trade and commerce; educate the public about the economic benefits of trade; enhance awareness of ITA and other U.S. Government resources available to U.S. companies and foreign investors; and encourage U.S. businesses interested in exporting and foreign businesses interested in investing in the United States to seek the assistance of ITA.

Partnership activities may include the exchange of information, augmentation of ITA's outreach efforts, and collaboration in support of ITA's strategic initiatives. In particular, the parties envision collaborating on a program of activities to:

The goals of this joint U.S. Trade and Investment Expansion partnership are increasing awareness of the economic benefits of trade and business investment, educating the public on trade activities as job creation and growth strategies, creating general awareness of ITA and other U.S. Government resources, encouraging U.S. businesses interested in exporting and foreign business interested with investing in the United States to seek assistance from ITA. Pursuant to this agreement, the parties will work together to increase trade and business investment awareness within the U.S. business community, particularly small and medium-sized businesses, U.S. educational institutions, appropriate international constituencies (e.g., foreign companies and educational institutions), and the general public. The parties will cooperate and coordinate trade and business investment promotion activities and programs, which may include jointly promoting greater awareness of national initiatives such as the National Export Initiative (NEI), the National Travel and Tourism Strategy, Rural Export Initiative, Woman and Minority Group Focus, and the SelectUSA initiative. Emphasis is export and business investment opportunities, international student recruitment to the United States, ITA's role in opening foreign markets to U.S. exporters, and how U.S. manufacturers and service providers may communicate their views on trade and investment issues to the Department of Commerce. The parties will work to increase awareness of and to use ITA's and other U.S. Government trade promotion, market opening, trade compliance, and business investment programs, strategies, and services.

IV. RESPONSIBILITIES OF THE PARTIES

A. Subject to resource availability, ITA will:

1. Assign a Partnership Liaison to plan, monitor, and evaluate cooperative activities pursued under this MOA. The parties will meet at least quarterly (in person or through telephone or video conference) to discuss planned, ongoing, and completed activities. The Liaison will include other relevant ITA staff in those meetings as appropriate.
2. List Tri-County Regional Black Chamber of [redacted] 's name and/or logo on the Strategic Partnership Program website along with a link to the Partner's website. The names and logos of partners will be displayed prominently. ITA will include the following disclaimer statement on the website: "The use of logos does not connote endorsement by the Department of Commerce of the organizations' views, products, or services."
3. Provide use of the ITA logo in accordance with the Department of Commerce logo use policy [<http://www.osec.doc.gov/opog/dmp/daos/dao2011.html>] and/or provide use of the U.S. & Foreign Commercial Service (US&FCS) logo in accordance with the GM/US&FCS logo use policy.
4. Arrange for, at the Partner's request, cross-training of ITA and Tri-County Regional Black [redacted] staff on ITA and other U.S. Government programs and

services relating to trade and investment.

5. Provide ITA-created and publicly-available materials, data, tools, Application Programming Interfaces (APIs), and other resources for inclusion in Tri-County Regional Black []'s newsletters, mailings, e-mails, websites, magazines, publications and other communications materials. Where appropriate, jointly develop content with Tri-County Regional Black Chamber of [] for use in communication materials, including joint success stories highlighting clients or members that have benefited from trade or business investment as a result of the Partnership established by this MOA.
6. Provide ITA speakers and promotional materials in connection with Tri-County Regional Black []'s events.
7. Notify Tri-County Regional Black Chamber of Commerce of sponsorship opportunities for ITA-hosted trade promotion or business investment events (e.g., export training seminars).
8. Co-host events as mutually agreed upon (e.g., seminars, workshops, training sessions) with Tri-County Regional Black Chamber of Commerce .
 - A. ITA's and Tri-County Regional Black Chamber of []'s respective contributions (including, but not limited to, venue, refreshments, materials, content and staff time) will be negotiated prior to each event.
 - B. ITA may collect registration fees, but may not reimburse Tri-County Regional Black [] from fees.
 - C. In the event of fees collected in excess of costs, the collecting party should, to the extent possible, use the excess in furtherance of activities under this agreement.
 - D. Use of both parties' logos in association with co-hosted events shall be with each party's consent and in accordance with relevant Department of Commerce, ITA, and GM/US&FCS policies (including the Department of Commerce Publishing and Printing Management Manual Section 8.201 when ITA uses Tri-County Regional Black []'s logo) and the terms of this agreement.
9. Coordinate as appropriate with other Trade Promotion Coordinating Committee agencies to participate in partnership activities.

B. Subject to resource availability, Tri-County Regional Black Chamber of Commerce will:

1. Assign a Partnership Liaison to plan, monitor, and evaluate cooperative activities pursued under this MOA. The parties will meet at least quarterly (in person or

through telephone or video conference) to discuss planned, ongoing, and completed activities.

2. Link to the Strategic Partnership Program website from Tri-County Regional Black Chamber of Commerce's website and display the ITA logo and/or GM/US&FCS logo in accordance with the applicable logo use policy. Permit ITA to list Tri-County Regional Black Chamber of Commerce on ITA's website as a Strategic Partner and link to Tri-County Regional Black Chamber of Commerce's website.
3. Provide, as appropriate, quantitative and/or qualitative research results or data for uses relevant to the purpose of this MOA.
4. Receive ITA-created notifications on opportunities to sponsor or otherwise participate in ITA-hosted trade promotion or business investment events.
5. Host ITA speakers at Tri-County Regional Black Chamber of Commerce's events/meetings and make Tri-County Regional Black Chamber of Commerce staff available to speak as subject matter experts at ITA events.
6. Include publicly-available ITA materials and interview ITA staff on appropriate topics outlined in this agreement in Tri-County Regional Black Chamber of Commerce's communication materials. Independently promote media coverage on trade or business investment opportunities (e.g., interviews, print or video news reports, social media, etc.), and provide space in Tri-County Regional Black Chamber of Commerce's publications for competitiveness, export, other trade-related, and business investment program and services announcements. Where appropriate, jointly develop content with ITA for use in communication materials, including joint success stories highlighting clients that have benefited from trade or business investment as a result of the Partnership established by this MOA.
7. Co-host events as mutually agreed upon (e.g., seminars, workshops, training sessions) with ITA.
 - A. ITA's and Tri-County Regional Black Chamber of Commerce's respective contributions (including, but not limited to, venue, refreshments, materials, content and staff time) will be negotiated prior to each event.
 - B. ITA may collect registration fees, but may not reimburse Tri-County Regional Black Chamber of Commerce from fees. If Tri-County Regional Black Chamber of Commerce requires reimbursement of costs from fees, Tri-County Regional Black Chamber of Commerce must collect the fees and remit reimbursement to ITA for costs incurred. Fees must be calculated based on the parties' estimated costs including, but not limited to, venue, refreshments, materials, content and staff time. Responsibility for fee collection will be negotiated prior to each event.
 - C. In the event of fees collected in excess of costs, the collecting party should, to the extent possible, use the excess in furtherance of activities

under this agreement.

D. Use of both parties' logos in association with co-hosted events shall be with each party's consent and in accordance with relevant Department of Commerce, ITA, and GM/US&FCS policies (including the Department of Commerce Publishing and Printing Management Manual Section 8.201 when ITA uses Tri-County Regional Black Chamber of [redacted]'s logo) and the terms of this agreement.

8. At the request of ITA, provide a written report on any activities conducted pursuant to this MOA.

V. CONTACTS

The contacts of each party to this agreement are:

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Director, Commercial Service Houston
Mickey Leland Federal Building
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VI. PERIOD OF AGREEMENT, MODIFICATION, and OTHER PROVISIONS

This agreement will become effective when signed by all parties. The agreement will terminate on September 30, 2017. However, if at any time prior to that date MECEA (see II (1) above) ceases to apply to ITA's appropriation the agreement will terminate on that earlier date. The agreement may be amended in writing at any time by mutual consent of the parties.

Either party may terminate this agreement by providing 30 days written notice to the other party. In the event this agreement is terminated, each party shall be solely responsible for the payment of any expenses it has incurred. This agreement is subject to the availability of funds.

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/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 on interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, a review of this agreement may be conducted at any time. The Inspector General of the Department of Commerce, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers and records of the parties to this agreement, whether written, printed, recorded, produced, or reproduced by any mechanical, magnetic or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

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Jamie McQuinn

9/30/16

[NAME OF UNDER SECRETARY OR DESIGNEE]

DATE

[TITLE OF ITA SIGNER] *Acting Director, Office of Strategic Partnerships*

International Trade Administration
U.S. Department of Commerce
1401 Constitution Ave. NW
Washington, D.C. 20230

Leondria R. Thompson
Digitally signed by Leondria R. Thompson
Date: 2016.09.13 12:30:00 -0500

Leondria R. Thompson

DATE

President & CEO

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