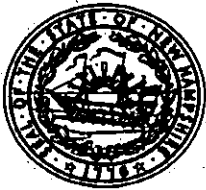


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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS  
DIVISION OF ECONOMIC DEVELOPMENT

172 Pembroke Road, Concord, New Hampshire 03301  
TEL: 603-271-2341 Website: [www.nheconomy.com](http://www.nheconomy.com)

TAYLOR CASWELL  
Commissioner

WILDOLFO ARVELO  
Director

August 14, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Business and Economic Affairs, Division of Economic Development, to enter into a **RETROACTIVE** Memorandum of Understanding (MOU) with the New Hampshire Manufacturing Extension Partnership (New Hampshire MEP) for the period of July 1, 2018 to June 30, 2020, effective upon Governor and Council approval.

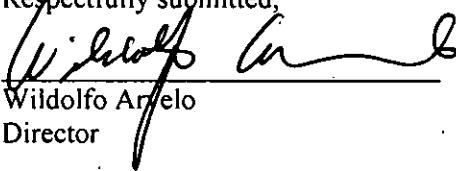
**EXPLANATION**

The Division of Economic Development (DED) seeks authorization to enter into a MOU with New Hampshire MEP to set forth the terms under which the two parties will work collaboratively in the promotion and development of manufacturing firms and their interests throughout the State of New Hampshire. New Hampshire MEP and DED will work to accomplish objectives detailed through the Scope of Work (Exhibit A) and will utilize joint resources in the areas of education, training, and other economic development activities. Under the stated objectives of the federally funded Manufacturing Extension Partnership Program, New Hampshire MEP is mandated, among other activities, to leverage private and public partnerships with universities, business partners, and other training resources to improve performance, competition and training in the manufacturing sector.

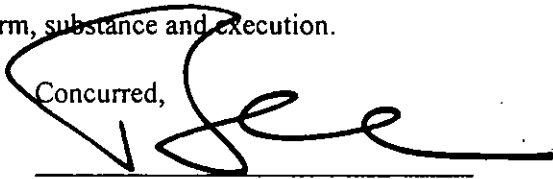
Since becoming the Department of Business and Economic Affairs on July 1, 2017, DED and New Hampshire MEP took careful consideration in designing an agreement reflective of the new goals and objectives of the department, as well as the new relationship between the two parties. The Department is requesting the approval be **RETROACTIVE** to July 1, 2018 because of the extra time taken to develop the updated Scope of Work.

The Attorney General's office has approved this contract to form, substance and execution.

Respectfully submitted,

  
Wildolfo Arvelo  
Director

Concurred,

  
Taylor Caswell  
Commissioner



## Schedule A

### Scope of Work

The New Hampshire Division of Economic Development, a division of BEA, is comprised of four working offices --- the NH Business Resource Center (BRC), the Office of International Commerce (OIC), NH Procurement Technical Assistance Center (NH PTAC) and, the Office of Workforce Opportunity (OWO). The OIC offers workshops that are designed to give attendees the opportunity to gain international market research skills. The Division of Economic Development offers comprehensive services including but not limited to:

- Business and technical assistance for manufacturers.
- Grant assistance in recruiting and training new employees and incumbent workers.
- Subsidized technical assistance from the University of New Hampshire and Dartmouth College.
- Technical assistance to New Hampshire companies interested in procuring federal and state contracts.
- Permit/license assistance.
- Customized reports and personal tours on available industrial and office real estate.
- Export consulting.

The Division's Office of Workforce Opportunity delivers new, expanded development activities in the areas of WARN (Worker Adjustment and Retraining Notification), rapid response, averting dislocations, workforce development, and community development.

New Hampshire MEP and the Division conduct joint client site visits and refer potential clients to each other in an effort to provide outreach and make SMEs aware of the other Party's service offerings and programs.

New Hampshire MEP and the Division participate in the implementation of the New Hampshire Sector Partnerships Initiative. NH Sector Partnerships Initiative, or NH SPI, is a collaborative, industry-led program that provides funding, training expertise and other resources to help companies within a growing industry sector collaborate on workforce development needs together.

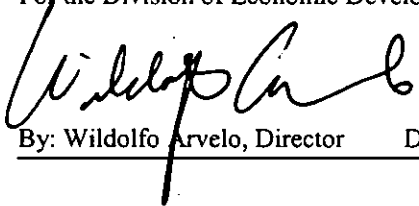
New Hampshire MEP and the Division maintain the expertise and share resources necessary to provide a wide variety of services to New Hampshire's SMEs. Pursuant to this MOU and for those SMEs jointly served, it is the understanding of the Parties that the Division will:

1. Work as an advocate for manufacturing companies, offering information and resources to help manufacturing businesses grow and prosper in New Hampshire;
2. Work through NH PTAC to help New Hampshire manufacturers obtain the information needed to bid competitively on Department of Defense, federal, state and local contracts;
3. Collaborate with various public/private partners to promote and enhance the state's economy and quality of life through grants and technical assistance opportunities;
4. Work in cooperation with OWO, educational institutions and other partners to promote lifelong learning and to provide the means for New Hampshire workers to gain sufficient skills, education, and employment;
5. Work through OIC to help New Hampshire manufacturers initiate and/or expand their export efforts, as well as help overseas importers and distributors find key people and information to further global trading ventures in the State of New Hampshire. The Office's unique alliance of state, federal and private sector organizations offers a full spectrum of information, programs and customized services;

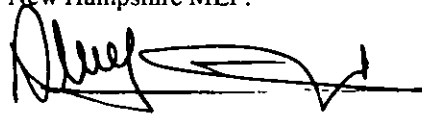
The Parties mutually agree that they are in compliance with the requirements set forth in Schedule C, attached hereto and incorporated by reference.

This Agreement is agreed to by the following representatives of the Division and the New Hampshire MEP.

For the Division of Economic Development:

 8/24/18  
By: Wildolfo Arvelo, Director      Date

For New Hampshire MEP:

  
By: Zenagui Brahim      Date

Schedules

Schedule A – Scope of Work

Schedule B - Financial and Programmatic Monitoring

Schedule C – Federal Funding Compliance

Approved as to form, substance, and execution:

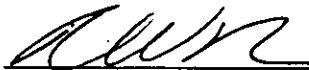
  
Office of the Attorney General      9-7-18  
Date

Exhibit A

*New Hampshire Manufacturing Extension Partnership  
and  
New Hampshire Division of Economic Development Partnership Agreement*

**I. Purpose Statement and the Manufacturing Extension Partnership Program:**

This Partnership Agreement (Agreement) establishes an agreement for the New Hampshire Manufacturing Extension Partnership ("New Hampshire MEP") and the New Hampshire Division of Economic Development (Division). The purpose of the Agreement is to set forth the terms under which the Parties will work collaboratively in the promotion and development of manufacturing firms and their interests' throughout the State of New Hampshire. New Hampshire MEP and the Division pledge to accomplish these objectives through the Scope of Work described in the attached Schedule A and the utilization of joint resources in the areas of education, training, and other economic development activities. This MOU describes the role of the Parties and provides guidelines for the Parties to work collaboratively in promoting these common objectives in a manner that is consistent both with the mission of the Division and the needs of New Hampshire's small and medium-sized manufacturers (SMEs). Under the stated objectives of the federally funded Manufacturing Extension Partnership Program ("MEP Program"), New Hampshire MEP is mandated, among other activities, to leverage private and public partnerships with universities, business partners, and other training resources to improve SME performance, competition and training. These activities are to be conducted and implemented in a manner that maximizes both the efficient use of federal and private funds while avoiding duplication of efforts on a state and nationwide-basis. This Agreement is intended to accomplish these MEP programmatic objectives.

The New Hampshire Division of Economic Development is comprised of four working offices—the NH Business Resource Center, the Office of International Commerce, NH Procurement Technical Assistance Center, and the Office of Workforce Opportunity. The mission of the Division is to expand economic growth in New Hampshire through the attraction of new businesses, the expansion of existing businesses, to promote New Hampshire products and businesses to overseas markets, to assist with workforce training and to assist businesses in securing federal contracts. The Division offers comprehensive business and community assistance services for those interested in starting, relocating, expanding or enhancing their manufacturing business in New Hampshire.

**II. Role of the Parties:**

A description of the business activities and /or project(s), the collaborative efforts of the Parties, the services that may be required and the allocation of resources is contained in the Scope of Work, attached hereto and identified as Schedule A. To the extent the Parties identify opportunities for future activities, projects, collaborative efforts and the sharing of resources, an amended Schedule A will be agreed to and incorporated consistent with the terms and conditions provided herein.

**III. Miscellaneous:**

- (a) For purposes of management as to the terms of this Agreement and all decision making material to the accomplishment of the objectives provided for herein, the Parties hereby appoint the following representatives to act on their respective behalves:

For the NH Division of Economic Development:

Wildolfo Arvelo, Director, Division of Economic Development  
NH Dept. of Business and Economic Affairs  
172 Pembroke Road  
Concord, NH 03301  
(603) 271-2591

For New Hampshire MEP:

Zenagui Brahim, Executive Director  
New Hampshire MEP  
172 Pembroke Road  
Concord, NH 03301  
(603) 226-3200

- (b) This Agreement is effective from July 1, 2018 (the "Effective Date") through June 30, 2020. Thereafter, the MOU may be renewed upon such terms and conditions as are mutually agreeable to the Parties.
- (c) This agreement is based upon predicted funding of positions and resources, as well as the anticipated priorities of the division. This agreement will be evaluated on a yearly basis.
- (d) This agreement will be evaluated on a yearly basis to verify past year contributions, as well as any necessary changes in the agreement for the following fiscal year.
- (e) In making available non-federal resources, the characterization and use of such resources by a contributing Party will be consistent with all requirements provided for under federal and state laws, rules and regulations applicable to the contributing Party and MEP Program participants.
- (f) The Parties engaged in this MOU may terminate or suspend this Agreement upon thirty (30) days written notice to the non-terminating party;
  - (i) if a suspension or cessation of federal or state funding occurs so as to materially impact the ability of either Party to participate;
  - (ii) upon cessation of either party doing business;
  - (iii) upon a material breach of a Parties' obligations hereunder; or
  - (iv) by mutual agreement
- (g) During the term of this Agreement and for a period of three (3) years from the termination of this Agreement, the Parties shall cooperate in making available such business and financial records (hereinafter the "Records") as necessary to meet all required regulatory and/or financial obligations.

#### **IV. Financial and Programmatic Monitoring:**

The Division agrees to provide New Hampshire MEP with the necessary financial and programmatic documentation as outlined in Schedule B, attached hereto and incorporated by reference.

#### **V. Regulatory Compliance:**

6. Continue to support the New Hampshire Innovation Research Center (NHIRC), which is located on the campus of the University of New Hampshire, to assist New Hampshire industries in becoming more competitive, and thereby retain and increase industrial employment. The NHIRC supports new Hampshire companies by providing matching dollars to support translational research efforts that further growth and development;
7. Participate in New Hampshire MEP facilitated simulation workshops(s), as necessary and appropriate, as determined by the Division, to gain understanding of MEP methodologies enabling its field staff to identify areas in which manufacturers would benefit from the technical assistance available through New Hampshire MEP;
8. Invite New Hampshire MEP project manager(s) to participate yearly in a resource coordination meeting. The purpose of the meeting is to inform the Division staff of MEP programs so that staff may continue to assist New Hampshire MEP clients that may benefit from the Division's program. Client information will be exchanged to the extent that confidentiality is not a requirement of the program areas;
9. Invite New Hampshire MEP to participate in the Division's Annual Economic Development Summit as scheduled and attended by economic development representatives from across the state;
10. Invite New Hampshire MEP to participate in the Division's economic development events where appropriate; and,
11. Coordinate the activities of state and local economic development to help ensure collaboration of services to clients.

In conjunction with these activities, New Hampshire MEP will provide the following:

1. Promote the Division's resources including, but not necessarily limited to, BRC, NHPTAC, OWO, OIC and NHIRC to New Hampshire MEP clients and refer companies to the Division for assistance in the process of applying for any program assistance.
2. Provide timely response through company visits to all client companies referred by the Division personnel, and report back to the Division on the status of that response;
3. Train Division staff members and their representatives through simulation workshops(s), as necessary and appropriate, to introduce New Hampshire MEP methodologies enabling division field staff to identify areas in which manufacturers would benefit from the technical assistance available through New Hampshire MEP;
4. Ensure attendance by its project manager(s) at Division workshops or coordination meetings, as appropriate, to gain knowledge to better assist New Hampshire MEP clients in accessing the Division's program. New Hampshire MEP will observe issues of client confidentiality to the extent requested by the Division;
5. Participate in BEA's Annual Economic Development Summit, as appropriate, to network with economic development representatives from across the state;
6. Participate in the implementation of the New Hampshire Sector Partnerships Initiative.
7. Assist the Division in understanding manufacturers' needs and project implementation requirements;
8. Assist the Division in the organization and delivery of the Governor's Annual Manufacturing Summit.
9. Provide a yearly status report on December 1<sup>st</sup> detailing MEP client activities:

The Parties will also identify representatives from their respective organizations who will undertake the following networking and shared program development activities:

- Mutual facilitation and promotion of workshops, training events and other planning activities consistent with promoting the Division and the MEP Program goals and objectives;
- Marketing support to each other including website links, exchanging news articles, press releases and other collateral materials; and,
- Identify future project opportunities on behalf of SMEs and assist in obtaining related financial resources and supports.

#### Estimated Cost Share

In association with its activities, and consistent with National Institute of Standards and Technology's MEP Program objectives, the Division anticipates matching allowable costs with New Hampshire MEP for the Division's outreach efforts on behalf of New Hampshire SMEs including promotion of the MEP services. Allowable costs are detailed in Schedule C. and are estimated at one hundred eighty three thousand, seven hundred and thirty (\$183,730) dollars.

## Schedule C

### Division Budget and Budget Justification

#### Income

State Funds	\$183,730
<b>Total Income</b>	<b>\$183,730</b>

#### Expenses

Salaries	\$ 80,544
Benefits	\$ 36,186
Travel	\$ 5,500
Supplies, equipment	\$ 14,500
Contractual	\$ 5,000
Rent and Utilities	\$ 12,000
Conference/Event	\$ 5,000
Marketing/Advertising/Communication	\$ 25,000
<b>Total Expenses</b>	<b>\$ 183,730</b>

#### Income

The Division is principally funded by the State of New Hampshire. In-kind support is based upon predicted funding for salaried positions and resources provided by a retroactively enacted state budget. Changes in the biennial budget, as well as the availability of personnel may impact the above projections. The Division reserves the right to adjust expense categories should projections in any one category not be realized.

#### Expenses

**Salaries:** Division salaries as related to outreach to manufacturers regarding programs and services available through New Hampshire MEP and its related manufacturing activities that support the MEP mission.

**Benefits:** Benefits are calculated at the going rate for state employees

**Travel:** Travel costs for Division employees to conduct site visits to NH manufacturers. Includes gas, reimbursed mileage, repairs, replacement costs

**Supplies:** Division expenses including office supplies, equipment, copying,

**Consultants/Contractual:** Costs for engaging industry experts; subscriptions for online data tools; in-house software licenses.

**Rent and Utilities:** Expenses attributed to building lease, utilities, improvements and maintenance.

**Marketing/Advertising/Communication:** Costs for social media management and contracts, radio promotion, print materials for programs

**Conference/Events:** Costs associated with conducting events targeting the manufacturing sector. Also value costs associated with sponsorships.



## **Schedule B**

### **Financial and Programmatic Monitoring**

#### **A. Operational Budget**

For purposes of this relationship, the Division shall provide a copy of its Operational Budget identifying the estimated cost share expenditure line items.

#### **B. Financial Monitoring**

Upon request, the Division shall provide documentation including validation of payroll costs associated with the activities and other in-kind services not otherwise recorded.

The Division acknowledges and understands that all costs allocated to the activities under this Agreement and claimed by New Hampshire MEP, as matching funds for purposes of meeting its federal funding requirements must be derived from non-federal sources. Upon request, the Division shall identify all sources of federal funding and provide such additional information as may be required to ensure New Hampshire MEP's compliance in a federal cost share program.

BEA agrees to comply with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Department of Commerce Financial Assistance Standard Terms and Conditions, Hollings MEP General Terms Conditions and all other applicable Federal regulations.

#### **C. Programmatic Monitoring**

The Division and New Hampshire MEP will share the following with each other upon request:

- A narrative progress report related specifically to the activities described herein and any other New Hampshire MEP related activities and/or projects;
- Programmatic literature, curricula, marketing and promotional materials and such other business records related to the activities; and,
- Such other documentation as may be required by the Division/New Hampshire MEP pursuant to federal funding audit guidelines.

**Exhibit B  
Payment Terms**

~ There are no payment terms for this agreement.

**Exhibit C  
Special Provisions**

There are no special provisions for this agreement.

# State of New Hampshire

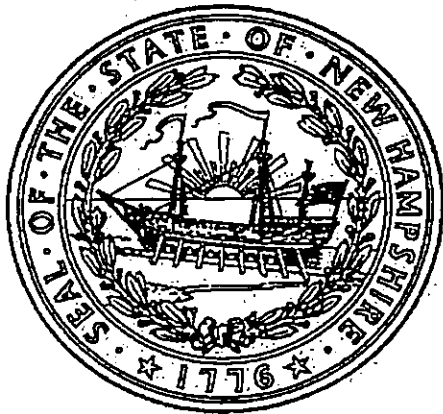
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MANUFACTURING EXTENSION PARTNERSHIP OF NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 16, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 257895

Certificate Number : 0004167969



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of August A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

Corporate Resolution

I, Zenagui Brahim, hereby certify that I am duly elected Clerk/Secretary of Manufacturing Extension Partnership of NH (NH MEP). I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 8, 2017 at which a quorum of the Directors/shareholders were present and voting.

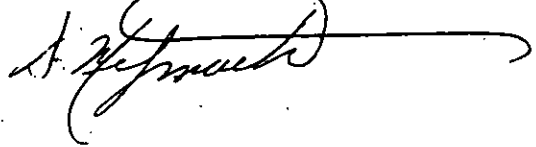
**VOTED:** That Zenagui Brahim is duly authorized to enter a Contract on behalf of with the Manufacturing Extension Partnership of NH with the New Hampshire Department of Resources and Economic Development and further is Authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the 8<sup>th</sup> of December, 2017. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation to the specific contract indicated.

Dated:

8/24/2018

Signed : David Metzemaekers  
Chairman of MEP of NH





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>CS&amp;S/EASTERN INSURANCE GROUP, LLC</b> <b>PO BOX 958489</b> <b>LAKE MARY, FL 32746-8989</b> <b>Phone - 800-741-6251</b> <b>Fax - 877-763-5122</b>	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A: Continental Casualty Company</b>		<b>20443</b>
<b>INSURED</b> <b>MANUFACTURING EXTENSION PARTNERSHIP OF NEW HAMPSHIRE</b> <b>172 PEMBROKE RD.</b> <b>CONCORD, NH 03301</b>	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	2099757923	01/23/2018	01/23/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	2099757923	01/23/2018	01/23/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> if yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is added as an additional insured as provided in the blanket additional insured endorsement as it pertains to work being performed by the named insured under written contract.

<b>CERTIFICATE HOLDER</b> State of New Hampshire, DBEA/OWO 172 Pembroke Road Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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