

MEMORANDUM OF AGREEMENT
BETWEEN THE
INTERNATIONAL TRADE ADMINISTRATION,
U.S. DEPARTMENT OF COMMERCE
AND
THE AEROSPACE STATES ASSOCIATION

Agreement No. 1

I. PARTIES

This document constitutes an agreement between the International Trade Administration (ITA) of the U.S. Department of Commerce and the Aerospace States Association (ASA), a nonpartisan organization of lieutenant governors, governor appointed delegates, and associate members from aerospace organizations and academia.

II. AUTHORITIES

ITA has authority to engage in this project with ASA 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, Public Law 113-76; and
- (2) 15 U.S.C. 1512, which gives the Department of Commerce the authority to foster, promote and develop the foreign and domestic commerce of the United States.

III. PURPOSE

Pursuant to this agreement, the parties will co-sponsor an exposition ("the Expo") to be held in October 2015 for the purpose of increasing Foreign Direct Investment (FDI) in the U.S. aerospace manufacturing industry.

The purpose of this agreement is to make clear what the various roles and responsibilities are of each party in planning and staging the Expo. The Department of Commerce is undertaking this project in keeping with its strategic goal to "increase high-impact inward foreign direct investment into the United States", leading to more and better American jobs.

IV. RESPONSIBILITIES OF THE PARTIES AND DISPOSITION OF FUNDS

ITA agrees to perform the following activities:

- a. poll commercial officers and commercial specialists at selected U.S. embassies and consulates overseas concerning their views of the extent to which aerospace manufacturers in their host markets would be interested in participating in the Expo;
- b. provide ASA with a list of state-designated economic development officials, including contact details, for use by ASA in soliciting their participation in the Expo;

- c. coordinate with ASA in framing the Expo agenda, including the solicitation of speakers from other agencies and private sector organizations;
- d. solicit participation at the Expo by foreign aerospace manufacturers and other potential investors in the U.S. aerospace industry through ITA's overseas Commercial Service staff;
- e. solicit participation at the Expo by EDOs and other, related entities (such as law firms and consultancies) involved with inbound FDI, including by using a SelectUSA database of such entities;
- f. generally promote the Expo through ITA's contacts with the aerospace industry and the U.S. economic development community;
- g. permit the use of the ITA logo, upon prior approval and consistent with ITA logo-use policy, on Expo promotional materials; and
- h. provide speakers at the Expo and educational sessions for foreign investors on U.S. foreign investment laws and procedures as deemed appropriate.

ASA agrees to perform the following activities:

- a. select and contract for an event venue;
- b. coordinate with ITA in framing the Expo agenda, including the solicitation of speakers from other agencies and private sector organizations;
- c. enter into an agreement with, and pay for, an event management company to provide for the administration of logistical services including registration and lodging;
- d. charge attendees a reasonable participation fee and arrange sponsorships to recover the direct costs associated with hosting the Expo;
- e. prepare written materials and signage, such as the Expo agenda, for use at the Expo;
- f. promote participation in the Expo by state officials, EDOs and organizations seeking foreign investment;
- g. permit the use of the ASA logo on Expo promotional materials;
- h. provide funding for travel, to include air fare, lodging and other expenses authorized under Federal Travel Regulations, for four Commerce Department officials to speak at the event; and
- i. provide ITA a list of all Expo participants, including contact details.

ASA bears financial responsibility for the Expo. In keeping with its status as a not-for-profit organization, ASA will produce a budget aimed at fully funding the Expo with no funds remaining. The costs of staging the Expo will be borne through registration fees and event sponsors. While there is no intention for ASA to make a profit on the Expo, any funds remaining after the payment of all Expo costs will be divided between ITA and ASA in proportion to the work each contributed to the preparation and staging of the Expo. ITA will receive 15% of any remaining funds and ASA will receive 85% of any remaining funds.

V. SPONSORSHIPS

Sponsorship opportunities will be available. In recruiting event sponsors, ASA may provide sponsors recognition in Expo promotional materials, tickets to the Expo, and exhibit space at the Expo venue. No sponsors will have industry sector exclusivity (the right to bar sponsorships by others). Sponsorship agreements and terms must be in compliance with Department of Commerce policy and procedure, which generally means that sponsorships

may not be solicited or accepted from organizations that have a contract, grant, or controversial matter before ITA. Additionally, sponsorships may not be in exchange for any benefits from ITA to the sponsor, such as special access to Government officials, control over the conference agenda, or speaking roles based solely on sponsorship donations, although sponsors may receive acknowledgements and free attendance at events.

VI. CONTACTS

The contacts of each party to this agreement are:

International Trade Administration

Fred Elliott
 International Trade Specialist, Aerospace Team
 U.S. Department of Commerce
 1401 Constitution Ave, N.W., Room H-4036
 Washington, D.C. 20230
 phone: (202)-482-1233
 fax: (202)-482-3383
 E-mail: fred.elliott@trade.gov

Copy of communications from ASA to:

Aaron Brickman
 Deputy Executive Director, SelectUSA
 U.S. Department of Commerce
 1401 Constitution Ave, N.W., Room H-4036
 Washington, D.C. 20230
 phone: (202)-482-1889
 E-mail: aaron.brickman@trade.gov

Aerospace States Association

Robert E. Mansfield, Jr., Brig. Gen, USAF (RET)
 Executive Director, Center for Aviation and Aerospace Leadership
 College of Business
 Embry-Riddle Aeronautical University-Worldwide
 Phone (734)-274-1948
 E-mail: MANSFIR1@erau.edu

Copy of communications from ITA to:

Charles H. Huettner, Executive Director
 Aerospace States Association
 107 S. West Street, Suite 510
 Alexandria, VA 22314
 Phone: (202)-257-4872
 Fax: (703)-548-8784
 E-mail: Huettner@aerostates.org

Robert A. Davis, Jr.
 Cadwalader, Wickersham & Taft LLP
 700 Sixth Street, N.W.
 Washington, D.C. 20001
 Phone (202)- 862-2422
 Fax: (202)- 862-2400
 E-mail: Bob.Davis@cwt.com

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.

VII. PERIOD OF AGREEMENT, MODIFICATION, and OTHER PROVISIONS

This agreement will become effective when signed by all parties. It will terminate on December 15, 2015, but may be amended at any time by mutual consent of the parties. ITA's participation beyond September 30, 2015 is contingent upon continued authorization for ITA to operate under the authority of the MECEA.

Any party may terminate this agreement by providing 10 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 thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.



Chandra Brown
 Deputy Assistant Secretary of Commerce for Manufacturing
 U.S. Department of Commerce
 1401 Constitution Ave, N.W.
 Washington, D.C. 20230

11 / 2014
 Date



Mead Treadwell
 Lieutenant Governor, State of Alaska
 and
 Chair
 Aerospace States Association
 107 S. West Street
 Alexandria, VA 22314

11.4.14
 Date