

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on May 23, 2023

BETWEEN:

1. **EEF Limited, trading as Make UK**, (company number 5950172) whose registered office is at Broadway House, Tothill Street, London, SW1H 9NQ ("Make UK"); and
2. The **National Association of Manufacturers** ("NAM"), 733 10th Street NW, Suite 700, Washington, DC 20001;

and in this Memorandum of Understanding ("MOU"), Make UK and the NAM are each respectively referred as a "Party" or collectively as the "Parties."

INTRODUCTION

- (A) Make UK is dedicated to the future growth and development of United Kingdom manufacturing and engineering delivered through our unique combination of business services, engagement with government, industry intelligence and networks. Make UK manages a program of events across the UK connecting with Make UK member businesses, experts, opinion formers, innovators and best practice operators from across the industry.
- (B) The NAM is the largest and most influential manufacturing association in the United States, representing small and large manufacturers in every industrial sector and in all 50 states. The NAM's world-class staff of experts work effectively on behalf of manufacturers in America to advance policies, activities and collaboration that help manufacturers do what they do best: create economic strength, grow well-paid jobs and improve standards of living.
- (C) Make UK has identified the area of trade as a key enabler to support the sustainability and competitiveness of its members and clients in the sectors in which they operate.
- (D) The NAM's mission is to grow the competitiveness of manufacturing in the United States through domestic and international policies across areas from tax, infrastructure and regulatory policy to international trade, investment, innovation and beyond.

- (E) The Parties share a commitment to democratic values, the rule of law and the furtherance of democracy, freedom and opportunity for our citizens and countries around the world.
- (F) This MOU is intended to provide a framework under which the Parties can discuss and explore the commercial objectives set out herein. For the avoidance of any doubt, nothing in this MOU shall restrict the rights or the ability of Make UK or the NAM to enter into any other discussion or any form of relationship with any other third-party provider or institution. This MOU outlines the broad objectives of each Party, which may subsequently be included in separate legally binding contracts. Such contracts will comply with appropriate national laws and regulations, including but not limited to relevant data protection legislation.
- (G) The Parties wish to explore the potential for collaborative work and for furthering their mutual commercial interests in the promotion of trade services to manufacturing and engineering companies in both countries. The Parties also agree to work together to explore the possibility of implementing activities intended to promote the trade/economic interests of the Parties and their members in line with the objectives set out below.

AGREED AS FOLLOWS

1. This MOU is intended to provide a framework under which a productive and collaborative relationship between the Parties will be developed and conducted.
2. The Parties wish to explore potential collaborative proposals and projects together for a period of three years ("the Period"). During the Period, the Parties will be focused on the promotion and raising awareness of trade and associated relevant activities suitable for manufacturing and engineering companies.
3. The Parties will review annually the ongoing suitability of the arrangement.
4. The following objectives, being potential areas of mutual interest and benefit, have been identified by the Parties:

Shared Provision
<ul style="list-style-type: none"> • To share information on each organization's services and activities.

- To exchange policy and economic information on each market, business trends, government regulations and updates relevant to bilateral trade, investment and commercial relations of relevance to the economic interests of each Party and its membership. These exchanges will be limited to information sharing and not involve influencing U.S. policymakers or the U.S. public with respect to U.S. laws, policies or interests or foreign laws, policies and interests.
- To facilitate visits and economic delegations between representatives of the two organizations for promoting trade, investment and commercial exchanges among member companies and organizations.
- To work together on joint meetings, conferences, seminars, reports and letters and mutually agreed advocacy on trade- and investment-related issues, as appropriate, to promote strong and mutually advantageous commercial ties between member companies of our organizations.
- To establish a communication channel to identify and discuss potential areas of disagreement from both countries' member companies and assess the appropriate mechanisms to enable the necessary information sharing to facilitate dialogues to assist in carrying out the goals of this MOU.
- To establish a series of conference calls and/or webinars for each year during the Period. The conference calls will focus, as appropriate, on political and economic developments in the U.S. and in the UK/EU. Alongside these regular calls, additional webinars/conference calls can be held on more operational issues and technical briefings on trade using in-house expertise. These can cover, among other topics, changes to trade, customs and nontariff barriers.
- To work together on new opportunities to provide benefits for both Make UK and NAM members, including exploration of potential trade delegations, trade fairs and business networks.
- To work cooperatively in coordinating political introductions in the UK and U.S. for Make UK and its membership as well as the NAM and its membership with the aim of promoting the trade and economic interests of the Parties.
- To discuss a potential joint position on trade that promotes the trade and commercial interests of Make UK and its members and the NAM and its members.
- Establishing a mechanism for identifying and sharing relevant consultations and calls for evidence on issues of shared interest from key departments in the U.S., the UK and the EU.

- To explore opportunities to work collaboratively with other third parties including third country representative organizations that share the mutual values and priorities outlined in this MOU.

Make UK Provides

- The opportunity to partner with Make UK on the largest UK manufacturing event—the National Manufacturing Conference. The conference attracts approximately 900 senior manufacturing executives from across the UK. The event is a mix of political/industrial speakers focusing on the key issues related to the sector receiving substantial media coverage. Make UK would extend the opportunity for speaker engagement at the conference for an NAM executive, along with complimentary exhibition space.
- Where appropriate, speaking opportunities related to trade and the partnership, including the Make UK Future Manufacturing Awards, regional celebration lunches and the national manufacturing gala dinner.
- The opportunity to co-host a program of private events offering the opportunity for senior members of the NAM to meet with senior UK politicians, manufacturing leaders and media in furtherance of trade and economic interests.

The NAM Provides

- The opportunity to share Make UK reports, events and information with NAM members and more broadly through existing publications, such as the NAM's Global Manufacturing Economic Update.
- Where appropriate, speaking opportunities related to manufacturing and the partnership, including NAM committee, task force and other meetings.
- Where appropriate, the opportunity to participate in and speak at selected NAM events during the year.
- The opportunity to co-host a program of events with senior U.S. policymakers and manufacturing leaders likely in attendance.
- The opportunity to participate with the NAM or its coalitions on foreign delegation trips as appropriate and where there are common commercial objectives.

- Where appropriate, the opportunity to use NAM event space, subject to availability and with reasonable advance notice.

5. The terms and conditions under which a specific program or activity shall be undertaken by the Parties, including any necessary financial arrangements, will be discussed, and agreed upon in writing by their duly authorized representatives prior to the initiation of any such activity or any commitment or liability being incurred by either of them.
6. Both Parties shall designate liaison officers for this MOU.

For Make UK, it shall be:

Fergus McReynolds and Richard Rumbelow.

For the NAM, it shall be:

Ken Monahan and Maria Sierra


7. In this MOU, "Confidential Information" shall mean all written information marked "confidential" (or oral disclosures, or information obtained as a result of any demonstration or being allowed access to any premises where the other Party may carry on business) and disclosed by one Party to the other whether before or during the term of this MOU, but shall not include any part of such information which:

- (a) is in or comes into the public domain without breach of this MOU; or
- (b) the Party alleged to be in breach of this clause can show
 - (i) that it knew it prior to receipt; or
 - (ii) it independently developed without recourse to the Confidential Information; or
 - (iii) it obtained from another source free to disclose it.

In relation to Confidential Information received from a disclosing Party or from a third party on behalf of that Party, the Parties agree to treat such Confidential Information in confidence and not use or disclose it to any other person without the prior written consent of the disclosing Party.

8. The Parties agree that this MOU is nonbinding and that apart from the confidentiality provision in clause 7, it will have no legal effect.
9. Neither Party shall subcontract, assign or transfer any of its rights or obligations under this MOU without the prior written consent of the other.
10. Each Party will bear its own expenses and costs with regard to all discussions and activities between the Parties.
11. The Parties make no financial commitment through this MOU nor any commitment to secure funding on behalf of the other Party with government officials or financial institutions.
12. This MOU will come into effect on the day shown at the top of the first page of the MOU and will expire after a period of three years from that date unless mutually agreed by the Parties in writing or an earlier termination date is mutually agreed by the Parties in writing.
13. Make UK and the NAM are not agreeing to nor intend to act as agents (either directly or indirectly) for any foreign government or foreign political party by virtue of this MOU. All the activities undertaken by one Party on behalf of and in the interests of the other Party will be directed and controlled by the other Party only and not by any foreign government or foreign political party.
14. This MOU is being undertaken on the understanding that both Parties are nongovernmental organizations that are not directed, controlled or financed by their governments or by a political party in their respective countries.

SIGNED for and on behalf of Make UK



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Signed

Stephen Phipson
CEO
Make UK, the manufacturers' organisation

SIGNED for and on behalf of the NAM



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Signed

Jay Timmons
President and CEO
National Association of Manufacturers