

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE ABLE TRUST
AND
FLORIDAMAKES, INC.**

THIS NON-BINDING MEMORANDUM OF UNDERSTANDING (“Memorandum”) is made and entered by and between, The Able Trust, a Florida non-profit corporation and FloridaMakes, Inc., a Florida non-profit corporation, hereinafter collectively referred to as “the Parties.”

IT IS THE PURPOSE OF THIS MEMORANDUM to provide a basic outline of the understanding between The Able Trust and FloridaMakes under which they will work together to establish a strategic partnership where the Parties mutually cross-promote and leverage each other’s programs and services to further benefit the accomplishment of their respective missions.

THEREFORE, IT IS MUTUALLY AGREED THAT: The Able Trust and FloridaMakes will work cooperatively together to establish a plan for collaboration that creates impact and benefits manufacturers, suppliers, and innovative enterprises across the state of Florida.

The Able Trust is Florida's leader in raising awareness of and advocating for disability employment throughout our state. We work with high schools, colleges and universities, and businesses, connecting them to local disability service agencies and job seekers with disabilities. Over the past 31 years, The Able Trust has supported numerous workforce development projects and career preparation programs for students and adults, and we have worked with organizations in every county in Florida to put thousands of people with disabilities to work.

FloridaMakes a statewide, industry-led, public-private partnership operated by an alliance of Florida's regional manufacturers associations with the sole mission of strengthening and advancing Florida’s economy by improving the competitiveness, productivity and technological performance of its manufacturing sector, with an emphasis on small- and medium-sized firms. It accomplishes this by providing services focused on three principle value streams: technology adoption, talent development, and business growth. FloridaMakes is the official representative of the Manufacturing Extension Partnership (MEP) National Network in the state of Florida, a program of the National Institute of Standards and Technology, an agency of the U.S. Department of Commerce.

STATEMENT OF RESPONSIBILITIES

FloridaMakes and The Able Trust will work cooperatively, each at their own expense, to leverage each other’s assets, expertise, and market access to further the accomplishment and success in their respective mission. Toward accomplishing that objective:

FloridaMakes commits to:

- 1) Educating The Able Trust as to the nature and type of services it provides to manufacturers, the organization's structure, partnerships, and personnel providing those services, and its strategic goals and objectives;
- 2) Inclusion of The Able Trust in its network of strategic partners, which comprise "FloridaMakes" as a network of Florida-based organizations committed to the advancement of Florida's manufacturing economy;
- 3) Providing access to publicly available information, studies, and programming that is of a mutual benefit to The Able Trust in the conduct of its mission;
- 4) Engaging or referring The Able Trust to businesses or to manufacturing firms interested in hiring persons with disabilities which are outside the scope of The Able Trust's services or where The Able Trust can contribute, as a vendor/partner, to the services being provided by FloridaMakes to their client companies;
- 5) Supporting The Able Trust, where applicable and allowable, in securing resources for and in promotion of The Able Trust to its current or potential sponsors, stakeholders, or customers; and,
- 6) Promoting The Able Trust as a named partner in FloridaMakes, within all of FloridaMakes marketing collateral; and
- 7) Exploring opportunities to develop and capture joint projects and programs which are of mutual benefit to both organizations.

The Able Trust commits to:

- 1) Educating FloridaMakes as to the nature and type of services it provides to manufacturers, the organization's structure, partnerships, and personnel providing those services, and its strategic goals and objectives;
- 2) Supporting FloridaMakes, where applicable and allowable, in securing resources for and in promotion of FloridaMakes to its current or potential sponsors, stakeholders, or customers;
- 3) Providing access to publicly available information, studies, and programming that is of a mutual benefit to FloridaMakes in the conduct of its mission;
- 4) Engaging or referring FloridaMakes to manufacturing firms in needs of FloridaMakes services which are outside the scope of The Able Trust's services or where FloridaMakes can contribute, as a vendor/partner, to the services being provided by The Able Trust to one of their client companies;
- 5) Promoting FloridaMakes as part of the The Able Trust network, within all of The Able Trust's marketing collateral; and
- 6) Exploring opportunities to develop and capture joint projects and programs which are of mutual benefit to both organizations.

SPECIFIC PROJECTS AND PROGRAMS

This agreement is intended to advance the relationship between the two parties and to foster the development of specific projects and programs. None of the language in this Memorandum of Understanding is intended to establish or represent the Terms and Conditions of any specific project or program resulting from this arrangement. Each opportunity developed out of this mutual agreement shall be subject to the specific and/or legal Terms and Conditions of that agreement, contract, or additional MOU developed for that specific engagement.

RESTRICTIONS

This Memorandum shall not be construed to create any legal obligation on the part of any Party, nor shall it be construed to provide a private right or cause of action for or by any person or entity, unless such obligation is specifically agreed upon in a subsequent amendment or agreement regarding this partnership. The Memorandum in no way restricts any of the Parties from participating in any activity with other public or private agencies, organizations, businesses, or individuals. Nothing in this Memorandum shall be construed as establishing a new entity of any kind or nature between the Parties, nor shall it be construed as creating any obligation between the Parties to establish a new entity of any kind or nature between the Parties. This Memorandum establishes only that the Parties have an intent to work together whenever beneficial for both parties.

DISPUTES

In the event that a dispute arises under this Memorandum, the dispute shall be resolved by a conflict resolution process determined to be appropriate under the circumstances by the parties involved.

GOVERNANCE

This Memorandum is entered pursuant to and under the authority granted by the laws of the state of Florida and any applicable federal laws. The provisions of this Memorandum shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Memorandum, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of responsibilities; and
- c. Any other provisions of the Memorandum, including materials incorporated by reference.

AMENDMENT

This Memorandum and the responsibilities therefrom pertaining for each party may be amended or updated only by agreement, formalized in a written amendment (or amendments) to this Memorandum, and with the written assent of the relevant authority for each organization.

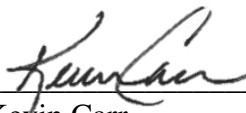
TERMINATION

Any party may terminate its participation under this Memorandum, without penalty or any further obligation to any other party hereto, upon 30-days prior written notification to the other parties.

Paragraph headings are for convenience only and shall not be used to interpret any terms of this Memorandum. This Memorandum is integrated and contains the entire understanding of the subject matter hereof. No Party hereto has made any warranty or representation to any other Party hereto as a material enticement to enter into this Memorandum, nor has any Party hereto relied upon any statement or averment by any other Party hereto when deciding to enter into this Memorandum.


By our hands and with enthusiasm to formally acknowledge a convergence of will, a common line of action, and shared viewpoints, the following persons of authority enter this Memorandum of Understanding for their respective business organizations.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding.



Kevin Carr
FloridaMakes
800 N. Magnolia Avenue, suite 1850
Orlando, FL 32803

Date _____



Allison Chase
The Able Trust
930 Thomasville Road, suite
100 Tallahassee, FL 32303

Date _____