



CAMPS
CENTER for
ADVANCED MANUFACTURING
PUGET SOUND

Memorandum of Understanding

Military to Manufacturing (M2M) Career Pathways Program

Overview

The CAMPS-sponsored Military to Manufacturing (M2M) Career Pathways Program is a proprietary program developed by The Center for Advanced Manufacturing Puget Sound in partnership with the Washington State Department of Veteran Affairs, The Washington National Guard Transition Services, and Green River Community College. This program is designed to provide Military Veterans, Reservists and National Guard Soldiers with an orientation and training program leading to job opportunities in the manufacturing industry. Successful completion of the program will enable the student (“Candidate”) to meet minimum requirements to be considered as a “qualified applicant” for entry-level manufacturing jobs. CAMPS has developed a Skill Translation Model to help M2M candidates understand how their military skills translate into manufacturing skills. The desired result is for the M2M students to successfully secure jobs in the manufacturing sector.

Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING (“Agreement”) is made by and between the Center for Advanced Manufacturing Puget Sound (“CAMPS”), a Washington Nonprofit Corporation located at 495 Andover Park East, Seattle, WA 98188 and, _____, (“Potential Employer”), a [entity type] currently licensed to do business in the State of Washington, located at (Address) _____, Washington State, (Zip Code), the Washington State Department of Veteran Affairs and the Washington State National Guard.

Purpose

The M2M Program assists companies who are searching for qualified applicants for entry-level positions or lower-level positions. Participating companies who hire M2M Candidates agree to pay to CAMPS a \$1,000 placement fee per Candidate, once the Candidate has completed 90 days of employment. The 90-day period begins on the date of hire. CAMPS agrees to reinvest the placement fees back to the M2M program to support its sustainability plans to be a continuous source for pre-screened, trained, and qualified applicants.

In agreeing to participate in the M2M Program and this Agreement the Potential Employer agrees that it will:

- Interview Candidates;
- Provide M2M contact with interview dates and times;

- Provide M2M contact Potential Employer's Primary Contact for M2M Program, i.e., Human Resources Administration
- Follow Potential Employer's standard "Company Hiring Practices"
- Provide Hiring Status Information to the M2M Program Project Manager and National Guard Joint Support Services Transition Services Representative for each Candidate hired as follows:

<ul style="list-style-type: none"> ▪ Hire date ▪ Probation period if applicable ▪ Probation wage 	<ul style="list-style-type: none"> ▪ Probation Position Title ▪ Permanent hire wage ▪ Permanent Position Title
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- Potential Employer also agrees only to access and use M2M Candidate information for its own use and will not refer Candidates to other companies or organizations without CAMPS's prior written agreement.

The parties to this Agreement agree as follows:

1. Limitation of Liability. CAMPS does not warrant or guarantee that any Candidates will produce any particular result or any solution to a Potential Employer's particular needs. As Potential Employers are responsible for directing and supervising Candidates' performance after hiring, CAMPS shall not be liable (i) for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omission of any Candidate or (ii) for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise. Potential Employer shall indemnify, hold harmless and defend CAMPS against and from any such claims made or brought by third parties, including any and all costs incurred in connection with such claims. In all cases, the total liability of CAMPS to Client under any provision of this Agreement or for any claims, losses or damages related to the M2M program (whether based on contract, tort or any other theory), shall be limited to the amount of payments made by the Potential Employer to CAMPS regarding the Candidate giving rise to the liability. The parties acknowledge that the parties have relied upon the inclusion of these limitations in consideration of entering into this Agreement.

Notwithstanding the foregoing CAMPS shall be liable in any event where CAMPS was intentionally misleading or negligent in its performance under the Agreement.

- 2. Indemnification.** If CAMPS or any of its agents or employees is named, or threatened to be named, in a legal claim related to the provision by Potential Employer to CAMPS of false or misleading information, Potential Employer shall indemnify the named person both with respect to damages actually incurred and reasonable attorney fees and costs incurred as incurred in defense of such action.
- 3. Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of Washington State. Jurisdiction and venue for all purposes shall be in King County, Washington.
- 4. Amendments, Waiver, Modification or Termination; Severability.** No amendment, waiver, termination or modification of this Agreement and/or Schedules will be binding unless it is in writing and signed by authorized representatives of each party and dated subsequent to the date of this Agreement. If any provision of this Agreement is declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected.

ACCEPTANCE OF AGREEMENT: Signatures below indicate that the parties fully understand and accept the terms of this Agreement. The parties agree that facsimile signatures will be as effective as if originals.

CAMPS By:

Hiring Company:

Signature:

Signature:

Printed name

Printed name

Title

Title

Date:

Date: