

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE INTERNATIONAL CENTER FOR WATER TECHNOLOGY  
AND  
<MDCP EXPORT DEVELOPMENT PROGRAM PARTICIPANT NAME>**

**I. PARTIES**

This document constitutes an agreement between the MDCP Export Development program participant <*participating company name*>, and the International Center for Water Technology (ICWT), Fresno California, which is a non-profit educational organization.

**II. AUTHORITIES**

The California State University, Fresno Foundation is the authorizing entity for ICWT.

**III. PURPOSE**

The purpose of this agreement is to encourage and support the growth of United States export sales of water technology products and services to Chile and Mexico. This agreement will create an organized and systematic team approach for export development.

The mission of the ICWT Export Development Program is to bring to the world's water users advanced technologies from U.S. water and fluid science firms to help provide solutions to the world's growing water needs.

**IV. MUTUAL INTEREST OF THE PARTIES**

These activities are of interest to both parties because of the need for water technology equipment, products, and services worldwide. The U.S. Department of Commerce and the ICWT Export Development Program are interested in coordinating individual, public and private sector efforts to expose U.S. firms to greater international export opportunities and to developing synergies with the private sector into a single effective and mutually beneficial program to maximize overall export effectiveness.

**V. RESPONSIBILITIES OF THE PARTIES**

A. ICWT Export Development Program will provide:

- a) One-on-one consulting for development of an export marketing business plan
- b) One-on-one consulting for implementation of the export business plan
- c) Export ready seminars
- d) Discounts on independent testing and certification of their equipment at ICWT
- e) Networking between government officials, end users, and other prospects
- f) Market research
- g) Financial assistance through the MDCP grant program for attendance at international trade shows

- B. Participating company will:
- a) Develop an export business plan, including current market position by country
  - b) Report consolidated information of sales and export successes on a quarterly basis to ICWT including:
    - c) Dollar value of exports resulting from participation in the program
    - d) Success stories
    - e) Number of deals executed
    - f) Number of export activities undertaken by the company
    - g) Actively participate in the MDCP Export Development Program
- C. Each party jointly will:
- a) Work cooperatively to develop and execute an export opportunities program to assist U.S. water and fluid science technology firms to identify and pursue international markets and trade opportunities.
  - b) Aggressively promote U.S. water and fluid science technologies, products and services abroad in order to increase demand for related U.S. goods and services.
  - c) Develop an export business plan to identify specific events and activities which will increase U.S. exports of water and fluid science technology products and services and improve access to foreign markets.

## **VI. CONFIDENTIALITY**

Trade information from participating companies will be collected and used on a strictly **confidential** basis. This will assure that individual trade information is not disseminated to competing firms.

## **VI. EQUITABLE APPORTIONMENT OF COSTS**

Each party will bear their own costs incurred through its efforts under this Memorandum of Understanding. Any cost sharing or reimbursements through this program must be approved in advanced and in writing by ICWT. In any case, financial consideration is expressly subject to the availability of appropriated funds.

## **VII. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATIONS**

This agreement will become effective when signed by all parties. The agreement will be terminated on the third anniversary of the program effective date, but may be extended and amended at any time by mutual agreement of the parties. Any party may terminate this agreement by providing 30 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.

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David Zoldoske      Date  
Director, ICWT