

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OFFICE OF ADVOCACY, U.S. SMALL BUSINESS ADMINISTRATION  
AND  
THE OFFICE OF THE NATIONAL OMBUDSMAN, U.S. SMALL BUSINESS  
ADMINISTRATION

I. PURPOSE

The purpose of this Memorandum of Understanding (“MOU”) between the Office of Advocacy of the U.S. Small Business Administration (“Advocacy”) and the Office of the Small Business and Agriculture Regulatory Enforcement Ombudsman of the U.S. Small Business Administration (“ONO”) is to foster increased cooperation between the offices as they both work to provide a more small business friendly regulatory environment.

This MOU is consistent with Advocacy’s statutory independence under 15 U.S.C. § 634a et seq. and Executive Order 13272 and ONO’s duties pursuant to 15 U.S.C. § 657.

II. BACKGROUND

Advocacy and ONO recognize that small business concerns face a disproportionately higher share of Federal regulatory burden than their larger counterparts. Advocacy and ONO further recognize that regulatory burden can result both during the rulemaking process and in the enforcement of existing regulations. Inasmuch as Advocacy and ONO share similar goals, the two offices intend to enhance their working relationship by establishing certain protocols for sharing information in support of the mission of each office and to avoid conflicts of interest and duplicative efforts.

III. AUTHORITY

This agreement is under the authority of 15 U.S.C. § 634a et seq.; 5 U.S.C. § 601 et seq.; 15 U.S.C. § 657 and Executive Order 13272.

IV. OBJECTIVES

To the extent consistent with the statutory authority granting powers to the two offices, Advocacy and ONO agree to pursue the following objectives together.

- a. Establish an information sharing process to ensure that small business complaints, comments or concerns are handled by the appropriate office.
- b. Establish guidance for dissemination of information to small businesses and Federal agencies explaining the statutory responsibilities of both offices.

## V. RESPONSIBILITIES

### a. ONO

1. ONO, through its National presence, the SBA field offices and Regional Small Business Regulatory Fairness Boards, will receive comments and concerns regarding the impact of regulations on small business and the burden of regulatory compliance and federal regulatory enforcement.
2. Where appropriate ONO shall forward such comments to Advocacy and will provide information and materials generated through ONO that are more appropriately within Advocacy's jurisdiction.
3. ONO will promote the SBA's programs and services, including the regulatory and research role of Advocacy, through its RegFair Hearings and Roundtables and will include the Office of Advocacy Regional Advocates in the planning and implementation of those activities as appropriate.

### b. Advocacy

1. Advocacy will use its regional presence to assist ONO in the implementation of its Regulatory Fairness Program. Regional Advocates serve as the primary communications link between the Chief Counsel for Advocacy and local small business owners, trade and business associations, and state and local governments. Part of their responsibility is to enroll small business owners for participation in roundtables and rulemaking panels. To assist ONO, Advocacy will:
  - a. Provide material from Advocacy that may be distributed to participants in the Regulatory Fairness Program.
  - b. Provide ONO with regulatory complaints and other information generated by small business interests that are more appropriately within ONO's jurisdiction.

## VI. TERM

This MOU shall take effect on the date of signature of both parties, and will remain in effect for three years, at which time it may be renewed by mutual agreement of Advocacy and ONO.

## VII. AMENDMENT

This MOU may be amended in writing at any time by written mutual agreement of the Chief Counsel for Advocacy or his/her designee and the National Ombudsman or his/her designee.

## VIII. TERMINATION

Either Advocacy or ONO may terminate this MOU upon 90 calendar days advance written notice.

IX. SCOPE

Nothing in this MOU shall be construed to limit or otherwise affect the independent powers of Advocacy and ONO as established in 15 U.S.C. § 634a et seq. or 15 U.S.C. § 657.

X. POINTS OF CONTACT

Points of contact for this MOU are as follows:

For Advocacy:

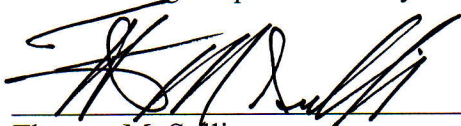
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U.S. Small Business Administration  
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For ONO:

Nicholas N. Owens  
National Ombudsman  
Office of the National Ombudsman  
U.S. Small Business Administration  
409 Third Street, SW  
Suite 7000  
Washington, D.C. 20416  
(202) 205-6657  
(202) 481-5719 (fax)

XI. SIGNATURE

The undersigned parties hereby accept the terms of this MOU:



Thomas M. Sullivan  
Chief Counsel for Advocacy  
Office of Advocacy

11.17.06  
Date



Nicholas N. Owens  
National Ombudsman  
Office of the Small Business and Agriculture Regulatory Enforcement Ombudsman

11/17/06  
Date



Carol I. Littell  
(A) Associate Administrator  
Office of Strategic Alliances

11-17-06  
Date