



**Memorandum of Understanding (MOU)
Between
Veterans ASCEND
And
Society of American Military Engineers (SAME)**

This Memorandum of Understanding (MOU) entails the description of a cooperative agreement between Veterans ASCEND and SAME. The purpose of this MOU is to demonstrate support for the creation and development of a Co-branded Employment Business Engagement Model through deployment of an employment match website at VeteransASCEND.com to be utilized as the employment match tool by SAME and other participating partners. The work performed under this MOU will enhance the coordination of employment services entailing skills translation, connection and alignment between employers and military talent.

Veterans ASCEND Model

Veterans ASCEND was created by veterans for veterans to: 1) translate military experience into skills for the civilian sector hiring process; 2) eliminate veterans' online job search and time spent without employer feedback; 3) connect employers to skilled military talent by translating military skills into civilian job skills and aligning those skills to specific jobs within their organization; and 4) eliminate employers' recruitment time spent reviewing resumes – a process that often excludes qualified applications from veterans.

The Veterans ASCEND model also includes military family members. The model will work to: 1) translate civilian experience into skills to replace the resume process; 2) eliminate family members' online job search and time spent without employer feedback; 3) connect employers to skilled talent by aligning the candidate's skills to specific jobs within their organization; and 4) eliminate employers' recruitment time spent reviewing resumes – a process that often excludes qualified applications from military family members due to gaps in work history, frequent moves and education levels.

The model was also designed to eliminate gender, age and ethnicity bias as well as misunderstanding of military titles, experience and other misperceptions surrounding military related candidates. Veterans ASCEND will use its unique skill matching system with these untapped and underutilized talent pools to decrease time to hire, allowing for better job fit and retention in competitive employment arenas.

1.0 EFFECTIVE DATES

The effective date of this MOU starts upon signature date and continues until one party terminates the agreement with notification to the other party.

2.0 Veterans ASCEND DELIVERABLES

SAME will benefit from development of this business engagement model through provision of the following:

- A. Establishment and maintenance of a convenient, user-friendly web-based job matching system designed specifically to connect veterans and family members to employers intentionally seeking to hire them.
- B. Facilitation of skills alignment and automatic connection to employers within the hiring process, as opposed to emphasis on resume building and applying for jobs blindly, in order to increase accessibility to career opportunities.
- C. Sustained revenue model – for each employer who signs up through the SAME employment page, SAME will receive 20% of the fee paid by those employers. A monthly reconciliation of referred employers will be reported to SAME by the 15th of the following month for SAME approval. Funds will be paid to SAME thereafter via bank transfer.

3.0 SAME DELIVERABLES

Veterans ASCEND will benefit from development of this business engagement model through provision of the following:

- A. Creation of an employment landing page or link accessed from the SAME main website. The page will be co-branded to highlight the partnership while maintaining the image and integrity of both parties.
- B. Information sharing amongst collaborating partners regarding benefits to employers, veterans and family members when using Veterans ASCEND as a skills matching tool.
- C. Utilize the SAME landing page to refer interested parties, including employers, veterans, and family members to access Veterans ASCEND for recruitment, hiring and job search purposes.

4.0 INDEPENDENT MANAGEMENT

The parties agree and recognize that they act as an independent contractor to each other, and that this Agreement shall not establish a relationship of an employer/employee, joint venture, partnership, agent/principal, or otherwise.

5.0 GOOD FAITH AND COOPERATION

The parties agree to continue in good faith and use their best reasonable efforts to negotiate, execute and deliver the services contained in this Agreement. The Parties, however, each reserve the right to terminate in its discretion the continued participation in this Agreement by notifying the other party in writing at least 30 days before the termination of this MOU.

6.0 CONFIDENTIAL INFORMATION

Each party agrees that it shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the express written consent of the other party. Each party agrees to safeguard the Confidential Information of the other party against use or disclosure other than as authorized.

Confidential information refers to any data or information relating to the business of SAME or Veterans ASCEND which would reasonably be considered to be proprietary to

either party, but not limited to, accounting records, business processes, and client records and where the release of that Confidential Information could reasonably be expected to cause harm to either party.

7.0 INDEMNIFICATION: LIMITATION OF LIABILITY

It is understood and agreed that Veterans ASCEND will not be liable to SAME, or any agent or associate of SAME, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this MOU.

Veterans ASCEND shall indemnify and hold harmless SAME, its officers and employees from and against damages, liabilities, losses, costs, and expenses, but only to the extent caused by the negligent acts, errors or omissions of Veterans ASCEND, or of those for whom Veterans ASCEND is legally liable, which arise out of Veterans ASCEND's performance of its professional services under this MOU.

SAME shall indemnify and hold harmless Veterans ASCEND, its officers and employees from and against damages, liabilities, losses, costs, and expenses, but only to the extent caused by the negligent acts, errors, or omissions of SAME, or of those for whom SAME is legally liable, which arise out of SAME's actions, decisions or usage of information provided under this agreement.

8.0 MODIFICATION OF AGREEMENT

Any amendment or modification of this MOU or additional obligation assumed by either Party in conjunction with this MOU will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

9.0 ASSIGNMENT

Veterans ASCEND will not voluntarily or by operation of law assign or otherwise transfer its obligations under this MOU without the prior written consent of SAME.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

Authorized Signatures

Veterans ASCEND: Leonila Thompson, Chief of Staff

Leonila Thompson
Signature of Representative

07/22/2022
Date

SAME: Brig. Gen. Joe Schroedel, P.E., F.SAME, Executive Director, SAME

Joe Schroedel
Signature of Representative

22 July 2022
Date