

# 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 (Ombudsman) is to foster a more small business friendly regulatory environment.

This MOU is consistent with Advocacy's statutory independence under 15 U.S.C. § 634(f) and the Ombudsman's duties pursuant to 15 U.S.C. § 657.

## II BACKGROUND

Advocacy and the Ombudsman recognize that small business concerns face a disproportionately higher share of Federal regulatory burden than their larger counterparts. Advocacy and the Ombudsman further recognize that regulatory burden can result both during the rulemaking process and in the enforcement of existing regulations.

Inasmuch as Advocacy and the Ombudsman 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. § 634(a) et seq.; 5 U.S.C. § 601 et seq.; and 15 U.S.C. § 657.

## IV OBJECTIVES

To the extent consistent with the statutory authority granting powers to the two offices, Advocacy and the Ombudsman 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. Ombudsman

1. The Ombudsman, through its National presence, the SBA field offices and Regional Fairness Board members, 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 the Ombudsman shall forward such comments to the Office of Advocacy and shall provide to Advocacy information and materials generated through the Regulatory Fairness Program that are more appropriately within Advocacy's jurisdiction.
3. The Ombudsman 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 its RegFair Hearings and Roundtables.

### b. Advocacy

Advocacy will use its regional presence to assist the Ombudsman in the implementation of the Regulatory Fairness Program. Regional Advocates serve as the primary communications link between the Chief Counsel 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 the Ombudsman, Advocacy will:

1. Provide material from Advocacy that may be distributed to participants in the Regulatory Fairness Program.
2. Provide the Ombudsman with information, regulatory complaints and other material generated by small business interests that are more appropriately within the Ombudsman'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 the Ombudsman.

VII. AMENDMENT

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

VIII. TERMINATION

Either Advocacy or the Ombudsman may terminate this MOU upon 90 days advance written notice.

IX. SCOPE

Nothing in this MOU shall be construed to limit or otherwise affect the independent powers of the Office of Advocacy as established in 15 U.S.C. § 634(a) et seq. Similarly, nothing in this understanding shall be construed to interfere with the management or policies established by the Office of National Ombudsman.

X. POINTS OF CONTACT AND BINDING SIGNATURES

Points of contact for this MOU are as follows:

For Advocacy:

For Ombudsman:

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Signed on the \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year)