

**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 National Ombudsman (“ONO”) of the U.S. Small Business Administration is to foster increased cooperation between the offices as they both work to create a more small business-friendly regulatory environment.

This MOU is consistent with Advocacy’s statutory independence under 15 U.S.C. section 634a et seq. and Executive Order 13272 and ONO’s duties pursuant to 15 U.S.C. section 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. section 634a et seq.; 5 U.S.C. section 601 et seq.; 15 U.S.C. section 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 Regulatory Fairness Boards, will receive comments and concerns regarding the impact of regulations on small businesses 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.
4. Provide material from ONO that may be distributed to participants of roundtables and other outreach events hosted by Advocacy.
5. Invite Advocacy to deliver updates to RegFair Board members (a) at ONO's Annual Meeting of the Regional Regulatory Fairness Boards and (b) on periodic ONO conference calls with Board members, as appropriate.
6. Invite Advocacy to attend ONO-sponsored National Hearings.
7. Solicit Regional Regulatory Fairness Board nominations from Advocacy to fill existing / projected vacancies.
8. Share key take-aways emerging from roundtables and public hearings hosted by ONO with Advocacy, flagging issues requiring Advocacy to take action.

**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 communication 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.
  - c. Invite ONO to participate in Advocacy-sponsored outreach events.
  - d. Share key take-aways emerging from roundtables and public hearings hosted by Advocacy with ONO, flagging issues requiring ONO to take action.
  - e. Encourage small business owners and operators who may be ideally suited for service on ONO's Regional Regulatory Fairness Boards to apply and be considered when vacancies arise. Nominate individuals to serve.

**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 and 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. section 634a et seq. or 15 U.S.C. section 657.

## **X. POINTS OF CONTACT**

Points of contact for this MOU are as follows:

For Advocacy:

Major L. Clark III  
Chief Counsel for Advocacy (Acting)  
Office of Advocacy  
U.S. Small Business Administration  
409 Third Street, SW  
Washington, D.C. 20416

For ONO:

Stefanie Baker Wehagen  
National Ombudsman and  
Assistant Administrator for Regulatory Enforcement Fairness  
Office of the National Ombudsman  
U.S. Small Business Administration  
409 Third Street, SW  
Washington D.C. 20416

## **XI. GENERAL TERMS**

- A. This MOU is neither a fiscal nor a funds obligation document. Nothing in this Agreement authorizes or is intended to obligate the parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.

- B. This MOU in no way restricts either of the parties from participating in any activity with other public or private agencies, organizations or individuals.
- C. This MOU is strictly for internal management purposes for each of the parties. This Agreement shall not be construed to provide a private right or cause of action for or by any person or entity.
- D. Nothing in this Agreement is intended to conflict with current law(s), regulation(s), or the directives of SBA. If a provision in this Agreement is found to be inconsistent with such authority, then that provision shall be reviewed and modified or annulled as agreed to by Advocacy and ONO in writing, but the remaining provisions of this Agreement shall remain in force and effect unless otherwise noted.

**XII. SIGNATURES**

This MOU may be executed in counterparts, which when signed by both parties shall constitute a single binding agreement. The following individuals are authorized to sign this MOU on behalf of their respective organizations.

*Major L. Clark III*

*12-5-19*

Major L. Clark III  
Chief Counsel for Advocacy (Acting)  
Office of Advocacy

Date

*Stefanie B. Wehagen*

*12/5/19*

Stefanie Baker Wehagen  
National Ombudsman and  
Assistant Administrator for Regulatory Enforcement Fairness  
Office of the National Ombudsman

Date