

# MEMORANDUM OF UNDERSTANDING

## OBJECTIVES and ACCOMPLISHMENTS

### CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

and the

### Massachusetts Small Business Development Center Network

#### I. PURPOSE

This Memorandum of Understanding (hereinafter referred to as MOU) is between Clean Harbors Environmental Services, Inc., 1501 Washington St., Braintree, MA 02184, (hereinafter referred to as Clean Harbors), and the Massachusetts Small Business Development Center, 227 Isenberg School of Management, UMASS, Amherst, MA 01003-9310 (hereinafter referred to as MSBDC). This MOU formally establishes a supporting relationship with working guidelines in the area of small business development and utilization. The purpose of this initiative is to strengthen Clean Harbors and MSBDC small business efforts and achieve mutual goals of increasing small business participation. Future initiatives focus on fostering communication and identifying common goals and objectives. The parties agree to develop action plans, set timetables and to establish a common framework for sharing ideas and developing innovative solutions.

The term "small business" is inclusive of Small Businesses, Small Disadvantaged Businesses, Women Owned Small Businesses, Historically Black Colleges and Universities/Minority Institutions (HBCU/MIs) and Native American firms, Small Businesses located in HUBZones, veteran owned small businesses and service disabled veteran owned small businesses.

#### II. OBJECTIVES

1. To establish a joint working relationship between Clean Harbors and the MSBDC for improving outreach to small businesses.
- A) 2. To identify potential areas of procurement opportunity/concern for small business.
3. To raise the level of awareness of the Clean Harbors small business program, its methods, procedures/processes and resultant successes.
4. To collaborate with the MSBDC and their resources to assist Clean Harbors in identifying qualified small business firms and connect them with potential procurement opportunities within the Clean Harbors business units.
5. To identify and provide assistance to Massachusetts subcontractors to Clean Harbors, that have been negatively impacted by shifts in defense spending, in order to maintain a strong pool of subcontractors for Clean Harbors.
6. To develop a successful business assistance and identification relationship to serve as model for future Small Business Development Centers in the United States.

### **III. SCOPE**

Both parties to this MOU share common visions and ideas and realize the importance of utilization and support of small businesses to fulfill requirements for national economic stability. This MOU provides for the cooperation of both parties to seek and encourage participation of small businesses in the Clean Harbors and MSBDC small business assistance programs by providing information and creating awareness through education, training, and assistance.

### **IV. RESPONSIBILITIES**

Clean Harbors Supplier Diversity Programs shall:

1. Provide the MSBDC policy/procedure information on their small business program for outreach activities.
2. Provide the MSBDC with potential procurement opportunities for notification to the small business community.
3. Work with the MSBDC to identify potential small businesses for subcontracting opportunities.
4. Provide MSBDC with a list of Massachusetts Small Business subcontractors to Clean Harbors that may be negatively impacted by shifts in defense spending.
5. Assist and participate in outreach and training events with the MassPTAC in an effort to raise awareness of small businesses and foster their participation with a Clean Harbors Industry Day in Massachusetts.

MSBDC Office shall:

1. Assist Clean Harbors Supplier Diversity Programs as requested, in outreach activities designed to promote small business development/utilization. Assistance may include but not be limited to:
  - a. Identifying potential target suppliers and partners for Clean Harbors potential procurement opportunities.
  - b. Maintain an assistance program for prospective small business suppliers to Clean Harbors business units, and/or
  - c. Provide specialized training or other services as deemed appropriate by MSBDC.

2. Provide a medium to announce Clean Harbors potential procurement requirements to the small business community in Massachusetts. If MSBDC fails to locate a qualified Massachusetts small business, MSBDC and affiliated service providers nationwide shall conduct a broader search.
3. Collect and share small business and MSBDC feedback with Clean Harbors Small Business personnel for process improvement.
4. Collaborate with Clean Harbors for locating WOB, Small Disadvantaged, Historically Underutilized Owned Small Businesses, HUBZONE, 8(a) and service disabled veteran owned business outreach initiatives.
5. Provide Clean Harbors personnel assistance and guidance in the identification of small business suppliers.

**V. EXECUTION**

The parties agree it is in their mutual interest to establish and formalize a working agreement. Clean Harbors Small Business Program agrees to appoint a liaison to work specific projects with the MSBDC. It has been agreed that Mr. Philip Bail will be the primary point of contact for Clean Harbors and Mr. Daniel Lilly, for the MSBDC. The parties agree to immediately notify the other if the primary point of contact should change.

Through this MOU, the parties dedicate themselves to be proactive, timely and constructive in their cooperative efforts.

**VI. MEASURE OF EFFECTIVENESS**

The MSBDC jointly with Clean Harbors Small Business Supplier Development Program will track activities in support of the goals within this MOU. Summaries of all activities shall be compiled periodically and forwarded to the signers of this MOU.

**VII. TERM**

This MOU will become effective on the date of signature by Clean Harbors and the MSBDC and shall remain in effect for one year, at which time; it may be renewed by mutual agreement between Clean Harbors and the Massachusetts Small Business Development Center State Director in consultation with the DETA Program Manager.

**VI. AMENDMENTS**

This MOU may be amended at any time by mutual agreement between Clean Harbors and Massachusetts Small Business Development Center Network. All amendments shall be in writing.

**VII. TERMINATION**

Either Clean Harbors Small Business Supplier Development Program or the MSBDC upon thirty (30) days advance written notice by the party wishing to terminate the MOU to the other party may terminate this MOU at any time.

**VIII. ADMINISTRATION**

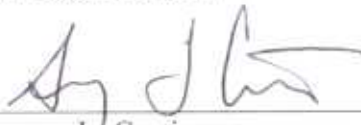
The points of contact for administrative matters pertaining to this MOU are:

Daniel Lilly  
Massachusetts Small Business  
Development Center  
DETA Program Manger

Philip G. Bail, Jr., CPCM, Fellow  
Clean Harbors  
Small Business Programs  
Braintree, MA

**IN WITNESS WHEREOF, THE parties hereto have executed this MOU effective as of this date of signature shown below:**

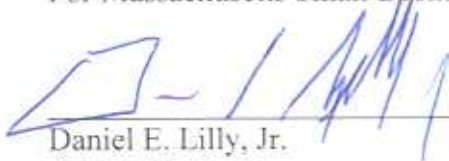
For Clean Harbors



Date 1/22/04

George L. Curtis  
Vice President for Transportation and Disposal  
Clean Harbors Environmental Services, Inc.,

For Massachusetts Small Business Development Center:



Date 1/22/2004

Daniel E. Lilly, Jr.  
Project Manager  
Defense Economic Transition Assistance  
Massachusetts Small Business Development Center



Date 1/22/04

Georgianna Parkin, State Director  
Massachusetts Small Business Development Center