MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. SMALL BUSINESS ADMINISTRATION
AND
THE DEPARTMENT OF WAR[1]

Establishing the Smaller War Plants Commission and a Framework for Securing our Small Business Defense Industrial-Base

I. Background

The Commission's namesake is inspired by the history of the U.S. Small Business Administration (SBA), an agency that was borne out of predecessors including the Smaller War Plants Corporation and the Small Defense Plants Administration. Established in the aftermath of World War II, President Dwight D. Eisenhower established the SBA in recognition of the fact that America's strength depended not only on those who defend our nation wherever war must be fought, but also on the factories, farms, workers, and small businesses that sustain and enable victory here at home. From its earliest days, the SBA worked to cultivate a robust and dependable defense industrial base by empowering small businesses, who represent 98 percent of all U.S. manufacturers and play an essential role in the vitality of America and its weapons supply chain.

Unfortunately, decades of neglect and prioritization of short-term political gains over national security shifted our reliance toward foreign producers and fragile overseas supply chains, often those of our own adversaries, gutting industrial communities and domestic production power. The SBA's role in supporting the defense industrial base atrophied as past administrations prioritized "free trade," "inclusive growth," and benefits for "workers around the world" over the small businesses and American workers that contributed to supply chain readiness and strength. Our enemies abroad, recognizing these cracks in our foundation, began a coordinated effort to deepen and widen those fissures.

Under the leadership of President Donald J. Trump, this Administration will not abandon our warfighters or the critical supply chains that keep America safe and surge-ready. In September 2026, President Trump announced the reestablishment and renaming of the Department of Defense back to its roots to the Department of War (DoW), as it "sharpens the Department's focus on our own national interest and our adversaries' focus on our willingness and availability to wage war to secure what is ours." By establishing the Smaller War Plants Commission, the SBA and the DoW similarly resolve to return to our roots and core values with a sharpened focus on rebuilding the defense industrial base by empowering small manufacturers,

[1] Per Sections 2(a) and 2(d) of Executive Order 14347, "Restoring the United States Department of War", the "Department of Defense and the Office of the Secretary of Defense may be referred to as the Department of War and the Office of the Secretary of War" in external communications, and "All executive departments and agencies shall recognize and accommodate the use of such secondary titles in internal and external communications, provided that the use of such titles does not create confusion with respect to legal, statutory, or international obligations."

rewarding innovation, and reshoring American jobs and industries that are essential to American military dominance.

II. Purpose

This Memorandum of Understanding (MOU) establishes a collaborative framework between the U.S. Small Business Administration (SBA) and the DoW (collectively, the "Parties," and individually, a "Party") to:

Establish a collaborative body, to be known as the Smaller War Plants Commission (SWPC), co-chaired by the SBA Administrator and the Secretary of War; The Commission shall:

1. Initiate and conduct a comprehensive campaign across the American industrial base as it relates to national defense and resilience and create an inventory of the production capacity focused on small businesses as a part of the Civil Reserve Manufacturing Network[2] (CRMN);

2. Establish an interagency mechanism to reduce bureaucratic red tape around challenges related to increased small business production, capacity expansion, and access to capital across the defense and manufacturing industrial base, informed by industry, as appropriate;

3. Prioritize the ten North American Industry Classification System (NAICS) codes and Industrial Focus Sectors defined herein as Defense-Critical NAICS and Focus Sectors for enhanced and amplified access to SBA's and DoW's loan programs, capital investment programs, contracting authorities, and grant allocation, to the maximum extent permitted by law and regulation;

4. Enable data sharing, information exchange, and resource coordination to support the activities described above; and

5. Report to the President of the United States on a quarterly basis on the production capacity and competitive standing of the country with regard to smaller war plants and related private sector enterprises, federal contracting and lending activities.

This MOU is intended to streamline interagency cooperation, catalyze industrial base information and analysis, and harmonize economic and financial support within critical sectors of our Nation's industrial base.

III. Authorities

SBA enters into this MOU pursuant to:

[2] Established in Section 1841 of FY26 National Defense Authorization Act in December 2025, the Civil Reserve Manufacturing Network (CRMN) mobilizes the commercial industrial base to provide distributed, on-demand manufacturing capacity.

(a) 15 U.S.C. § 631(a), establishing SBA's authority to aid, counsel, assist, and protect the interests of small business concerns;
(b) 15 U.S.C. § 637(b)(2), establishing SBA's authority to make a complete inventory of all productive facilities of small-business concerns or to arrange for such inventory to be made by any other governmental agency which has the facilities;
(c) 15 U.S.C. § 634(b)(6)–(7), authorizing the SBA Administrator to "take any and all actions ...when [s]he determines such actions are necessary or desirable in making, servicing, compromising, modifying, liquidating, or otherwise dealing with or realizing on loans made under the provisions of this chapter" including agreements and to cooperate with other Federal agencies;
(d) 15 U.S.C. § 634(b)(9), authorizing the SBA Administrator to "accept the services and facilities of Federal, State, and local agencies and groups" to further agency objectives;
(e) 15 U.S.C. § 636 *et seq.*, providing SBA's business loan and loan-guaranty authorities (including the 7(a) program under 15 U.S.C. § 636(a), the 504/CDC program under 15 U.S.C. § 697, and the SBIC program under 15 U.S.C. § 681 *et seq.*);
(f) 15 U.S.C. § 638, establishing the Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) programs and authorizing SBA to coordinate and provide policy direction to participating Federal agencies (including DoW) for the reservation of extramural research and development funds for small business concerns;
(g) 15 U.S.C. § 648 and related provisions authorizing SBA to make grants to and enter into cooperative agreements with Small Business Development Centers (SBDCs) and, together with the Federal and State Technology Partnership (FAST) program under 15 U.S.C. § 638(uu), the Growth Accelerator Fund Competition, and the State Trade Expansion Program (STEP) under 15 U.S.C. § 649l, to fund technical, counseling, and commercialization assistance for small business concerns;
(h) 15 U.S.C. § 637(b) and related provisions authorizing SBA to administer and coordinate Federal programs affecting small business participation in Government procurement, including without limitation the small business set-aside, sole-source, and Rule-of-Two authorities under 15 U.S.C. § 644; the 8(a) Business Development program under 15 U.S.C. § 636(j) and § 637(a); the HUBZone program under 15 U.S.C. § 657a; the Women-Owned Small Business (WOSB) and Economically Disadvantaged WOSB programs under 15 U.S.C. § 637(m); the Service-Disabled Veteran-Owned Small Business (SDVOSB) program under 15 U.S.C. § 657f; and the SBA Mentor-Protégé Program under 15 U.S.C. § 657r; and
(i) Applicable SBA System of Records Notices and routine uses authorizing interagency information sharing, subject to the Privacy Act of 1974, 5 U.S.C. § 552a, and other applicable law.

DoW enters into this MOU pursuant to:

(a) 10 U.S.C. § 113 and other organic and delegated authorities of the Secretary of War relating to defense industrial-base planning and acquisition;
(b) The Defense Production Act of 1950, as amended, 50 U.S.C. § 4501 *et seq.*, including Title I (priorities and allocations under 50 U.S.C. §§ 4511–4518 and the Defense Priorities and Allocations System (15 C.F.R. Part 700), including the use of DX and DO priority ratings) and Title III (industrial-base expansion under 50 U.S.C. § 4533, including purchases, purchase commitments, loans, loan guarantees, and investments to create, maintain, protect, expand, or restore domestic industrial base capabilities);

(c) 10 U.S.C. § 4841 (Manufacturing Technology Program) and related provisions, authorizing DOoW to further national security objectives through the development and application of advanced manufacturing technologies and processes, including efforts benefiting small business concerns within the defense industrial base;
(d) 10 U.S.C. §§ 4021 and 4022, authorizing the Secretary of War and the Secretaries of the military departments to enter into other transactions (OTAs), including prototype and follow-on production OTAs, in support of research, development, and prototyping directly relevant to defense industrial-base needs;
(e) 10 U.S.C. § 4127 and related authorities establishing the Defense Innovation Unit, authorizing DoW to seek out, identify, and support commercial and dual-use technologies and to serve as a liaison between DoW and the national security innovation base, including small business concerns and nontraditional defense contractors;
(f) 15 U.S.C. § 638, under which DoW participates as a covered Federal agency in the SBIR and STTR programs and reserves a portion of its extramural research and development budget for awards to small business concerns; and DoW authorities to establish and operate the Industrial Base Analysis and Sustainment (IBAS) program and other industrial-base investment mechanisms through the Industrial Base Fund under 10 U.S.C. § 4817, consistent with applicable appropriations;
(g) 10 U.S.C. § 2501 *et seq.* (National Defense Technology and Industrial Base) and Section 15(k) of the Small Business Act, 15 U.S.C. § 644(k), together with 10 U.S.C. § 144 (Director of Small Business Programs) and 10 U.S.C. § 4901 *et seq.* (small business programs administered by DoW); and
(h) Applicable DoW records-management authorities governing interagency information sharing, subject to the Privacy Act of 1974, 5 U.S.C. § 552a, and other applicable law.

Nothing in this MOU is intended to conflict with any Party's existing statutory or regulatory authority. If a provision is found to be inconsistent with such authority, it shall be modified or annulled by mutual written agreement of the Parties, and the remaining provisions shall remain in effect.

No provision of this MOU changes any SBA loan guaranty term, guaranty percentage, borrower or lender eligibility requirement, or other legal right or obligation established by statute, regulation, or Standard Operating Procedure. Any such change referenced in this MOU, including any "Preferential Guaranty Framework" or NAICS-based prioritization, shall be effectuated only through the SBA's applicable rulemaking under 5 U.S.C. § 553 and 13 C.F.R. Part 120, or through a duly issued policy notice or Standard Operating Procedure amendment, and not by this MOU.

This MOU does not authorize or effectuate any transfer of funds between the Parties, and neither Party shall augment its appropriations by virtue of this MOU. Any interagency reimbursement or funds movement contemplated in furtherance of this MOU shall be effectuated only through a separately executed agreement authorized by the Economy Act, 31 U.S.C. § 1535, or by statute-specific authority, and shall independently satisfy the Antideficiency Act (31 U.S.C. § 1341) and the Purpose Statute (31 U.S.C. § 1301(a)).

IV. Objectives and Scope

A. Objectives. The Parties agree that the objectives of this MOU include the following:

1. *Industrial-Base Campaign.* Initiate and conduct a comprehensive campaign across the American industrial base as it relates to national defense and manufacturing resilience and to create an inventory of the production capacity focused on small businesses in support of the Civil Reserve Manufacturing Network;

2. Establish an interagency mechanism to reduce bureaucratic red tape around challenges related to increased small business production, capacity expansion, and access to capital challenges across the defense and manufacturing industrial base;

    i. Jointly design and implement a comprehensive campaign across the American industrial base, emphasizing critical defense related small businesses and manufacturers, with the goal of populating the Civil Reserve Manufacturing Network with all relevant production facilities; and relieve, to the best of our abilities and authorities, the bureaucratic red tape restricting small businesses from successfully offering and leveraging production capabilities and capacity in support of national security.

    ii. *Small War Plants Commission.* Establish and operate the SWPC as the central coordinating body for policy, analysis, and recommendations arising from the industrial-base campaign.

    iii. *Preferential Guaranty Framework.* Prioritize the ten NAICS codes and industrial focus sectors identified in Section IV.C as Defense-Critical NAICS and Industrial Focus Sectors for enhanced SBA loan guaranties, contracting opportunities (including, as legally permissible, small business set-asides and sole-source awards under 15 U.S.C. § 644, and awards under the 8(a), HUBZone, WOSB, and SDVOSB programs) and grant, contract, and cooperative-agreement opportunities (including, without limitation, the Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) programs under 15 U.S.C. § 638; the Federal and State Technology Partnership (FAST) program under 15 U.S.C. § 638(uu); the Growth Accelerator Fund Competition; the State Trade Expansion Program (STEP) under 15 U.S.C. § 649l; and the Small Business Development Center program under 15 U.S.C. § 648), applying the highest guaranty percentage authorized by statute for the applicable program (up to 90 percent where authorized, and not to exceed the applicable statutory ceiling in 15 U.S.C. § 636(a)(2) and related provisions), subject to credit-elsewhere, size, use-of-proceeds, and other program requirements.

    iv. *Data and Resource Sharing.* Develop and execute appropriate mechanisms, agreements, and processes for interagency data sharing, information exchange, and resource coordination in support of the foregoing objectives.

B. Scope. The scope of this MOU encompasses prospective interagency coordination, policy development, data and information sharing, and program alignment. This MOU does not

itself obligate funds, modify SBA credit standards, alter the terms of any existing SBA loan or guaranty, or amend any regulation. Any program change contemplated by this MOU shall be effectuated through the Party's ordinary policy, rulemaking, SOP process, or other subsequent agreement between the Parties, as applicable.

C. ***Defense-Critical NAICS and Industrial Focus Sectors.*** For purposes of this MOU, the following ten NAICS codes are identified as defense-critical (Defense-Critical NAICS Sectors):

Defense-Critical NAICS & Industry Description
332992 Small Arms Ammunition Manufacturing
332993 Ammunition (except Small Arms) Manufacturing
336414 Guided Missile and Space Vehicle Manufacturing
336413 Other Aircraft Parts and Auxiliary Equipment Manufacturing
334511 Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing
334419 Other Electronic Component Manufacturing
331110 Iron and Steel Mills and Ferroalloy Manufacturing
332710 Machine Shops
332999 All Other Miscellaneous Fabricated Metal Product Manufacturing
336611 Ship Building and Repairing

Industrial Focus Sectors
Kinetic Capabilities (including munitions and their components)
Strategic and Critical Minerals (including minerals and chemicals)
Manufacturing (including advanced manufacturing & castings and forgings)
Workforce (expansion, retention, K-12, state and local, training)
Batteries (for weapons, systems, including standardization efforts)
Key Components of One-Way Attack and Drone Systems
Electronics (including microelectronics, packaging, boards)
Naval Shipbuilding and Ship Repair Components and Sub-Systems
Sensors (including microelectronics, semi-conductors)
Textiles (including clothing)

D. ***Modifications to Defense-Critical NAICS and Industrial Focus Sectors.*** The SWPC may recommend, and the Parties may by written amendment adopt, modifications to this list of Defense-Critical NAICS Sectors based on the industrial-base review described in Section IV(a)(i) and evolving defense requirements. Any preferential treatment of these NAICS codes within SBA lending programs shall be applied consistently with the statutory guaranty ceilings and eligibility criteria for each program.

V. Smaller War Plants Commission

A. Establishment and Composition.

1. The Parties hereby establish the Small War Plants Commission (SWPC).

2. The Small War Plants Commission established under this MOU is a coordinating body only. It is not a Federal corporation, has no independent lending, contracting, grant-making, or property authority, and is not a successor entity to the Smaller War Plants Corporation created by the Act of June 11, 1942 (56 Stat. 351) and abolished by Executive Order 9665 (Dec. 27, 1945). All operational authorities exercised by the Parties in furtherance of this MOU derive from their respective, independent statutory and regulatory authorities.

3. The SWPC shall be co-chaired by the SBA Administrator (or designee) and the Secretary of War (or designee).

4. Membership may include senior officials and subject-matter experts from SBA and DoW invited and agreed to by the co-chairs, and representatives of other Federal agencies invited and agreed to by the co-chairs.

5. The SWPC is a coordinating body internal to the executive branch. It is not a Federal advisory committee within the meaning of the Federal Advisory Committee Act, 5 U.S.C. §§ 1001–1014, and shall not include non-Federal members in a manner that would trigger FACA. Membership in the SWPC shall at all times be limited to full-time or permanent part-time officers or employees of the Federal Government, consistent with 5 U.S.C. § 1001(2)(B)(i). Any addition of non-Federal members, or any utilization of non-Federal advisors in a manner that would trigger FACA, shall require a written amendment to this MOU and the establishment of an appropriately chartered advisory committee under FACA.

B. Functions. The SWPC will:

1. Oversee the coordination of the American small business industrial base campaign and corresponding population of the Civil Reserve Manufacturing Network for all relevant production facilities of defense-adjacent small-businesses and manufacturers, with particular emphasis on small business concerns within Defense-Critical NAICS and Industrial Focus Sectors;

2. Leverage analytic methodologies and metrics to assess small business-specific capacity, vulnerabilities, and resilience within Defense-Critical NAICS and Industrial Focus Sectors;

3. Recommend to SBA and DoW appropriate modifications to Defense-Critical NAICS and Industrial Focus Sectors targeted for enhanced loan guaranties and related support within SBA lending programs, contracting authorities, and grant allocation, consistent with statutory requirements;

4. Coordinate interagency data collection and analysis, including the development of shared dashboards, reports, and periodic assessments; and

5. Issue periodic findings and recommendations to the SBA Administrator and the Secretary of War concerning policy, program, and regulatory changes to strengthen the industrial base.

C. Meetings and Procedures.

1. The SWPC shall meet at least quarterly, or more frequently as determined by the co-chairs.

2. The SWPC may adopt by-laws or internal operating procedures consistent with this MOU governing membership, voting, quorum, and documentation.

3. SBA will provide administrative support (e.g., meeting logistics, minutes, document storage) unless the co-chairs otherwise agree.

VI. Contributions and Responsibilities of the Parties

A. SBA Responsibilities.

SBA intends to:

1. Identify, and consistent with statutory and regulatory authority, propose programmatic mechanisms to strengthen Defense-Critical NAICS Sectors within SBA lending programs (including the 7(a), 504/CDC, and capital investment programs (including SBIC), contracting authorities (including small business set-asides, sole-source awards, and Rule-of-Two determinations under 15 U.S.C. § 644; the 8(a) Business Development program; the HUBZone program; the WOSB and EDWOSB programs; the SDVOSB program; and the SBA Mentor-Protégé Program), and grant, contract, and cooperative-agreement allocation (including the SBIR and STTR programs under 15 U.S.C. § 638; the FAST program; the Growth Accelerator Fund Competition; the STEP program under 15 U.S.C. § 649l; and the Small Business Development Center program under 15 U.S.C. § 648), applying the highest statutorily authorized guaranty percentage (up to 90 percent where authorized);

2. Develop internal policy notices, SOP revisions, or rulemaking, as appropriate, to implement Commission-endorsed NAICS prioritization, subject to applicable law;

3. Consistent with its role under 15 U.S.C. § 638 and applicable SBIR and STTR Policy Directives, coordinate with DoW on the identification of Defense-Critical NAICS Sectors as candidate priority areas within DoW's SBIR and STTR solicitations, and support small business outreach, training, and commercialization assistance for SBIR/STTR awardees in those sectors;

4. Work with the SBA resource-partner network—including Small Business Development Centers (SBDCs) under 15 U.S.C. § 648, Women's Business Centers under 15 U.S.C. §

656, Veterans Business Outreach Centers under 15 U.S.C. § 657b(d), and the SCORE program under 15 U.S.C. § 637(b)(1)(B) and (c)—and, as appropriate, direct FAST, Growth Accelerator Fund Competition, and STEP funding toward outreach, counseling, and export-readiness assistance for small business concerns operating in Defense-Critical NAICS Sectors, subject to applicable competitions and appropriations;

5. Provide relevant, non-public program data to DoW, as permitted by applicable law and SBA System of Records Notices, including loan performance, geographic distribution, and sectoral concentration for Defense-Critical NAICS Sectors;

6. Designate technical staff to support data matching, analytics, and interpretation for SWPC work products; and

7. Designate a primary point of contact (POC) for SBA programs implicated by this MOU (including lending, contracting, and industrial-base initiatives), and develop and participate in cross-agency training, briefings, and orientation sessions for DoW personnel regarding SBA programs and tools.

8. Designate the Chief Financial Officer as the Administrator's designee for the commission and primary POC for SBA offices engaged in industrial-base, acquisition, and small business coordination, and participate in cross-agency training and briefings related to the Commission.

B. Department of War Responsibilities.

DoW intends to:

1. Provide relevant industrial-base data, including defense contract awards, supply-chain mappings, vulnerability analyses, and sector-specific requirements, to SBA and the SWPC, consistent with applicable security-classification and disclosure laws;

2. Identify existing and emerging defense requirements that can be addressed by small war plants and other small business concerns;

3. Integrate SWPC recommendations into appropriate DoW acquisition strategies, industrial-base policies, and planning documents, where appropriate and to the extent permitted by law;

4. Consider, consistent with the Defense Production Act, 50 U.S.C. § 4501 *et seq.*, and the Defense Priorities and Allocations System (15 C.F.R. Part 700), the use of Title I priority ratings (DX and DO) to support timely delivery on defense contracts and subcontracts, including those held by small business concerns operating in Defense-Critical NAICS Sectors;

5. Consider, subject to available appropriations and applicable requirements, the use of DPA Title III authorities under 50 U.S.C. § 4533 (including purchases, purchase commitments, loans, loan guarantees, and investments), and the Industrial Base Fund under 10 U.S.C. § 4817 and related Industrial Base Analysis and Sustainment (IBAS)

mechanisms, to expand or restore domestic industrial-base capabilities in Defense-Critical NAICS and Industrial Focus Sectors in a manner that complements SBA financing and technical assistance;

6. Consider, as consistent with 15 U.S.C. § 638 and DoW policy, the scoping of DoW SBIR and STTR topics, Commercial Solutions Openings, and Broad Agency Announcements to reflect Defense-Critical NAICS Sector priorities identified through the SWPC, and the use of Phase III award authorities to transition SBIR/STTR-developed capabilities into defense procurement;

7. Consider, as consistent with existing authorities, the use of other transactions under 10 U.S.C. §§ 4021 and 4022 (including prototype and follow-on production OTAs), the Manufacturing Technology Program under 10 U.S.C. § 4841, engagement with the Manufacturing Innovation Institutes and other Manufacturing Capability Expansion and Investment Prioritization activities, the Defense Innovation Unit under 10 U.S.C. § 4127, APEX Accelerators under 10 U.S.C. § 4951 et seq. (Chapter 388), and the Trusted Capital program, to identify, mature, and scale small-business capabilities in Defense-Critical NAICS Sectors;

8. Coordinate with SBA on pilot projects or initiatives that align DoW requirements with SBA-supported financing and technical assistance; and

9. Designate the Deputy Assistant Secretary of War for Industrial Base Growth and Director of Small Business Programs as the Secretary's designee for the commission and primary POC for DoW offices engaged in industrial-base, acquisition, and small business coordination, and participate in cross-agency training and briefings related to the Commission.

C. Shared Responsibilities.

The Parties jointly intend to:

1. Develop a shared work plan and timeline for the industrial-base review and Civil Reserve Manufacturing Network collaboration, including milestones and deliverables;

2. Establish the mechanism for small business policy, regulation, and red-tape challenges hindering production capacity or defense industrial base participation to be documented and addressed, where appropriate;

3. Coordinate public messaging and communications related to SWPC activities and industrial-base initiatives, consistent with Section IX (Publicity);

4. Where consistent with each Party's authorities and priorities, seek to align DPA Title III and Industrial Base Fund industrial-base investments, DoW SBIR and STTR awards, and other DoW industrial-base and prototyping mechanisms with SBA 7(a), 504/CDC, SBIC, and Microloan financing and with SBA counseling and technical-assistance resources, so

that small business concerns in Defense-Critical NAICS and Industrial Focus Sectors may benefit from complementary defense and small-business support;

5. Explore, as appropriate, joint outreach, matchmaking, and industry-day activities in Defense-Critical NAICS Sectors, including engagement with APEX Accelerators under 10 U.S.C. § 4951 et seq., SBDCs under 15 U.S.C. § 648, and Manufacturing Innovation Institutes, to increase small business participation in defense supply chains;

6. Leverage, as appropriate, the Department of War's LYNX platform for SWPC supplier engagement, CRMN interest registration, opportunity matching and supply chain illumination; and

7. Evaluate the effectiveness of Defense-Critical NAICS and Industrial Focus Sector prioritization and enhanced guaranty structures and make recommendations regarding continuation, modification, or termination.

8. Annually review this MOU.

VII. Data Sharing, Information Security, and Privacy

1. Each Party will determine the nature, scope, and frequency of the data and information it will share under this MOU, consistent with its legal authorities, privacy and confidentiality obligations, and security requirements.

2. The Parties will negotiate and implement appropriate technical and administrative safeguards (including secure transmission, access controls, and auditing) to protect shared data.

3. To the extent any of the data provided by any Party is confidential and/or is subject to any protection, privilege, or exemption from disclosure, the Parties agree to maintain and protect the confidentiality of the data provided by any of the Parties. The Parties will use the data provided only for the purposes stated in this MOU. No Party will disseminate any protected data obtained under this MOU outside its agency, in whole or in part in any manner (nor make representations concerning the protected data), except: (i) as required by law; (ii) as specifically authorized by this MOU; or (iii) with the prior written approval of the Party to which the protected data belongs. All protected data remains the property of the Party that provided it.

4. Neither Party will disseminate protected data obtained under this MOU to third parties except: (i) as required by law; (ii) as specifically authorized in writing by the originating Party; or (iii) pursuant to a separate written agreement.

5. Any sharing of personally identifiable information (PII) or business-confidential information will be consistent with all applicable confidentiality, privacy, trade secret, and information security requirements, including, but not limited to, the Privacy Act, 5 U.S.C. § 552a; the Freedom of Information Act, 5 U.S.C. § 552; the Trade Secrets Act, 18 U.S.C. § 1905; and other applicable statutes, regulations, and policies.

6. Where required, the Parties will execute a separate Computer Matching Agreement, Data Sharing Agreement, or Information-Sharing Access Agreement before transmitting Privacy Act records subject to matching or bulk transfer.

VIII. Expenses

Each Party will bear its own expenses associated with the preparation, negotiation, and execution of this MOU and any activities undertaken pursuant to it. This MOU does not obligate or commit any Party to expend, transfer, or reimburse funds, nor does it authorize any transfer of personnel, property, or services. Any transfer of funds or reimbursable services between the Parties shall be effected through a separate interagency agreement executed under the Economy Act, 31 U.S.C. § 1535, or other appropriate authority.

IX. Publicity

The Parties will coordinate all public statements and disclosures regarding this MOU. Neither Party may issue publicity or official announcements referencing this MOU without prior consultation and coordination with the other Party. The Parties will not use, or permit the use of, this MOU to endorse any product, service, or enterprise.

X. Non-Binding Nature and No Third-Party Rights

This MOU is an expression of the Parties' mutual intent and does not create any legally enforceable obligations or rights. It is not a contract, cooperative agreement, or grant, and it does not give rise to rights, benefits, or claims—substantive or procedural—enforceable at law or in equity by any party against the United States, its agencies, officers, employees, or agents, or any other person. Any future transfer of funds or commitment to perform specific work must be documented in a separate, duly executed agreement.

XI. Points of Contact

The following officials are designated as their principals' Commission designees and primary POCs:

For SBA	For DoW
Name: Nathan Davis Title: Chief Financial Officer Office: Office of the Chief Financial Officer Address: 409 Third Street SW, Washington, DC 20416	Name: James Mismash Title: Deputy Assistant Secretary of War for Industrial Base Growth; Director, Small Business Programs Office: Office of the Secretary of War, Under Secretary of War for Acquisition and Sustainment Address: 3010 Defense Pentagon, Washington, DC 20301-3010

The Parties may update POC information by written notice without amending this MOU.

XII. Duration, Amendment, and Termination

1. Effective Date and Term. This MOU takes effect on the date of the last signature below and remains in effect for five (5) years, unless modified or terminated earlier by mutual written agreement.

2. Withdrawal. Either Party may withdraw from this MOU upon sixty (60) days' prior written notice to the other Party. Withdrawal by one Party terminates this MOU as of the effective date of withdrawal, unless the Parties agree otherwise in writing.

3. Amendment. This MOU may be amended in writing by mutual agreement of the Parties. Amendments must be signed by authorized officials of each Party.

4. Renewal. The Parties may extend this MOU for successive periods by written agreement executed before the then-current expiration date.

XIII. Security and Privacy Incidents

If either Party suspects, discovers, or is notified of a data-security incident, potential breach, or unauthorized release or misuse of shared data under this MOU, that Party will promptly notify the other Party's POC—preferably within one (1) business day of such suspicion, discovery, or notification—and will cooperate in any investigation or remedial actions. The Parties will follow OMB Memorandum M-17-12 (or successor guidance) and each Party's applicable incident-response procedures.

XIV. General Terms

1. This MOU does not modify or supersede any existing agreement between the Parties unless expressly stated in a written amendment.

2. If any provision of this MOU is determined to be inconsistent with applicable law or regulation, the Parties will confer and modify or annul that provision in writing while leaving the remainder of the MOU in effect.

3. Any dispute regarding the interpretation or implementation of this MOU shall be resolved by good-faith consultation between the co-chairs.

4. This MOU may be executed in counterparts, each of which shall be deemed an original.

XV. Signatures

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates written below.

U.S. SMALL BUSINESS ADMINISTRATION

Kelly Loeffler
SBA Administrator

Date: AUG 2 1 2026

DEPARTMENT OF WAR

Pete Hegseth
Secretary of War

Date: AUG 2 1 2026