



MEMORANDUM OF UNDERSTANDING (MoU)

Between

The National Department of Education (NDOE), Federated States of Micronesia – acting through the Skills Certification Unit (SCU) at the National Department of Resources and Development (DRD)

and

The College of Micronesia-FSM (COMFS) – acting through the Career & Technical Education Center (CTEC) and relevant campuses

On

Cooperation in the Establishment of a National Skills Testing and Certification System

1. Purpose

This Memorandum of Understanding (MOU) sets forth the framework for cooperation between the Federated States of Micronesia National Department of Education (NDOE) and the College of Micronesia-FSM (COM-FSM) to support the establishment and implementation of a national skills testing and certification system in the Federated States of Micronesia.

The objective of this partnership is to strengthen national capacity for skills assessment and certification in selected occupations and to support the development of a standardized, credible skills testing process.

2. Scope of Cooperation

Under this MOU, the Parties agree to collaborate on:

- The development, piloting, and implementation of skills testing and certification processes
- The establishment and operation of skills testing
- The provision of technical and institutional support for skills assessment activities
- The strengthening of national capacity for skills certification through training, testing and quality assurance mechanisms.

3. Roles and Responsibilities

3.1 NDOE shall:

- Provide overall policy guidance and project oversight for the establishment of the national skills testing and certification system
- Facilitate financing and procurement of equipment for COM-FSM and consultancy/technical assistance services required to establish and operationalize a national Skills Certification process, including but not limited to:
 - Development of an implementation roadmap for the Skills Certification Unit (SCU)
 - Preparation of policies, procedures, and technical documentation
 - Coordination of accreditation and institutional arrangements required for the formal establishment of the unit
 - Delivery of technical guidance and advisory support to SCU, NDOE, DRD, COM-FSM in preparing assessors and developing assessment systems and processes
- Coordinate with relevant government agencies and stakeholders to ensure alignment with national education and workforce development priorities
- Monitor and support the implementation of activities under this MOU
- Support the administration and conduct of pilot and national skills certification tests

3.2 COM-FSM shall:

- Provide technical and operational support for the development, piloting and implementation of skills testing and certification systems
- Support the development of assessment tools, testing instruments, and certification procedures in agreed occupations, including written (theoretical) examinations and practical (hands-on) skills tests, and ensure that such instruments encompass both test design and validation processes to maintain alignment with established certification frameworks and relevant industry standards.
- Host, operate and maintain the testing facilities and equipment procured under the Skills and Employability Enhancement (SEE) Project under the NDOE, in accordance with agreed arrangements
- Provide qualified personnel and technical experts to support skills testing, assessor functions, and related activities
- Identify eligible COMFSM/CTEC students and graduates and actively promote and facilitate their participation in skills testing and certification activities

4. Equipment

Equipment procured under this collaboration shall be used for the purposes of skills testing, certification, and related educational and workforce development activities, in accordance with agreed project objectives and implementation arrangements.

COM-FSM shall be responsible for the proper use and safekeeping of such equipment while NDOE shall be responsibility for the cost of maintenance and repair of the equipment during the Project implementation duration in line with agreed procedures.

Operational handover of the equipment shall take place once the equipment is installed and commissioned at COM-FSM. Full and formal handover of ownership from NDOE to COM-FSM shall be completed upon the conclusion of the SEE Project, in accordance with the National Government's fixed-asset management rules and procedures.

COM-FSM shall not dispose of, transfer, or encumber the equipment without the prior written consent of NDOE.

5. Coordination and Implementation

- The Parties shall designate focal points to coordinate implementation of activities under this MOU.

- Detailed implementation arrangements, work plans, and schedules shall be agreed upon separately and updated as needed.
- Regular coordinating meetings shall be held to review progress, address issues, and agree on next steps.

6. Intellectual Property Ownership in Jointly Developed Certification Materials

All certification standards, assessment instruments, test materials, documentation, and related outputs developed under this partnership shall be considered the property of the FSM National Government through the SEE Project..

Ownership by the National Government is required to ensure regulatory compliance, confidentiality, and the integrity of the national skills certification system.

COM-FSM shall be granted the right to use, implement, and support these materials for public, non-commercial skills testing and certification activities in the FSM, in accordance with this partnership and any guidance issued by the National Government through the SCU and SEE Project. Reproduction, distribution or modification of such materials requires prior approval from NDOE.

7. Duration

This MOU shall become effective upon signature by the authorized representatives of the Parties as set out in Section 11 and shall remain in effect until June 30, 2027, unless extended or terminated earlier by mutual written agreement of the Parties.

8. Amendment

This MOU may be amended at any time by mutual written agreement of the Parties during its period of validity.

This MOU may be revised into a tripartite MOU involving the Department of Resources and Development (DRD) should the FSM Government confirm the continuation of the Skills Certification system beyond the SEE Project period.

9. Termination

Either Party may terminate this MOU by providing at least three weeks' written notice to the other Party. Ongoing activities at the time of termination shall be concluded in a mutually agreed manner.

In the unlikely event of early termination of this MOU prior to the conclusion of the SEE Project, the Parties shall consult and agree on appropriate arrangement for the continued use, transfer or

reassignment of the equipment, in accordance with applicable government fixed asset management rules.

Until formal handover is completed, the equipment shall remain recorded as government property for asset management and audit purposes.

10. Legal Status

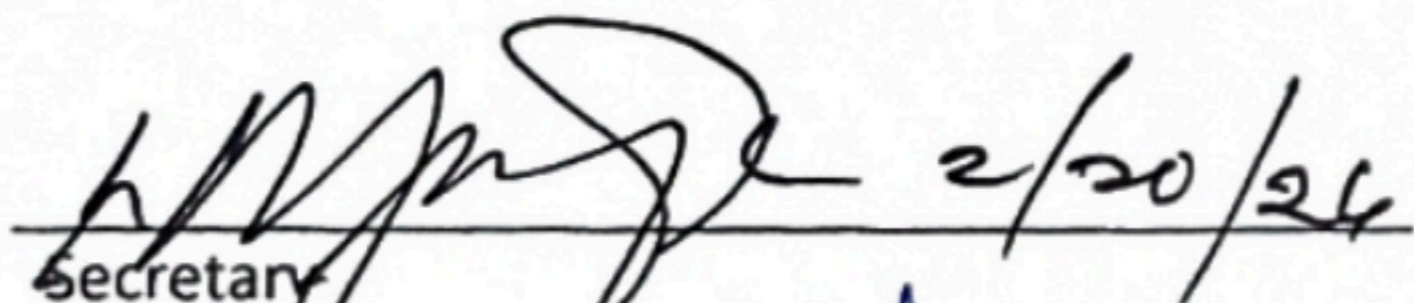
This MOU is a statement of mutual intentions and does not create legally binding contractual obligations between the Parties.

11. Consultation and Issue Resolution

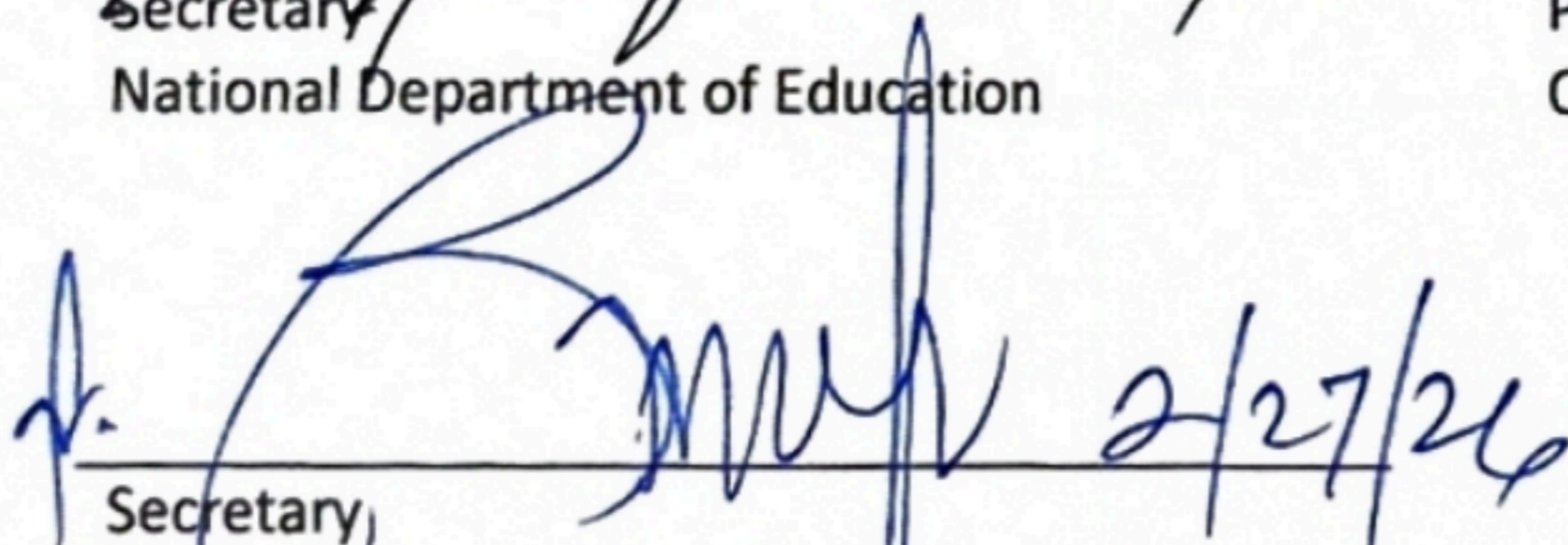
Any difference in views, concerns, or issues arising from the interpretation or implementation of this MOU shall be addressed amicably through consultation and dialogue between the Parties. If the matter cannot be resolved at the technical level, it shall be escalated to the senior management of both Parties for further discussion.

12. Signatures

Signed in good faith by the duly authorized representatives of the Parties:


Secretary
National Department of Education 2/20/26


President
College of Micronesia-FSM 02.20.26.


Secretary
National Department of Justice 2/27/26