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MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("MOA") is made this 11th day of May, 2022 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Virgin Islands Department of Labor (hereinafter referred to as "Government") and UVI Research and Technology Park Corporation (hereinafter referred to as "Contractor or RT Park").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to assist the Government with recruiting Virgin Islanders living abroad to return to the Virgin Islands and fill positions in science, technology, engineering, mathematics and other fields. The RT Park currently operates such a platform, the Virgin Islands Stem Talent Archives Plus (VISTA +) System, which will accomplish this. The duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto;

WHEREAS, RT Park represents that it is willing and capable of providing such services;

WHEREAS, pursuant to Section 5 of the Hotel Development Act of 2011, the UVSI Department of Labor has the responsibility to lead in promoting the capacity of the workforce in the Virgin Islands by recruiting, hiring, retaining talent for the United States Virgin Islands;

WHEREAS, many Virgin Islanders living abroad are unaware of the job opportunities in the Virgin Islands in science, technology, engineering, mathematics and other fields;

WHEREAS, the RT Park has created a database, the Virgin Islands Stem Talent Archives Plus (VISTA +);

WHEREAS, VISTA+ is a signature talent attraction and retention program under the workforce development mandate of the RT Park;

WHEREAS, VISTA + host a platform free-of-charge for RT Park clients, Economic Development Commission (EDC) beneficiaries, and non-profits and for a fee other USVI companies looking for tech or STEM talent to post current job vacancies, including full-time and part-time positions, apprenticeships, internships in one central, crated location;

WHEREAS, Virgin Islanders around the world who seek local jobs can register to access the platform, create a profile that showcases their skills and experiences, and apply for employment opportunities; and

WHEREAS, The parties desire to establish a formal agreement that will detail the respective duties and responsibilities concerning their performance as it relates to the

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administration of the partnership; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

RT Park will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

2. TERM AND EFFECTIVE DATE

This MOA shall be effective upon the date of execution of this MOA by the Commissioner of the Department of Property and Procurement and shall terminate three years (3) thereafter. The Government in its sole discretion, shall have the option to renew this MOA for a period of one (1) additional year subject to the same terms noted herein, by providing RT Park with sixty (60) days written notice of the Government's election to renew.

3. COMPENSATION

VIDOL in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay RT Park a sum not to exceed Six Hundred Thousand Dollars (\$600,000.00) in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this MOA.

4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

5. RECORDS

RT Park when requested, will present documented precise records of time and/or money expended under this Contract.

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6. PROFESSIONAL STANDARDS

RT Park agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

Any tangible or intangible property, including copyrights, trademarks, or other intellectual property, obtained, or created by the UVI Research and Technology Park (RTPark) as a part of the Virgin Islands STEM Talent Archive ("Project") shall remain the property of the RTPark and the RTPark shall be the sole party responsible for the editorial and creative direction of the Project. Notwithstanding the foregoing, the RTPark agrees to give archival materials, including documents, collateral, and finished products, to the Virgin Islands Department of Labor (VIDOL) at no cost for inclusion in the VIDOL's archives, and for use in VIDOL's promotional efforts subject to any third-party rights in, and restrictions on the use of, such property. The RTPark further agrees to ensure that any finished product or products created by the RTPark as a part of the Project using funds granted by VIDOL are produced, provided, or otherwise utilized in a manner that benefits the public. The Department of Labor shall further have the right to reproduce, without any further required consent or license from the RTPark, any finished product or products created by the RTPark as part of the Project using funds granted by the VIDOL in furtherance of the VIDOL's exempt purposes.

8. ASSIGNMENT

RT Park shall not subcontract or assign any part of the services under this MOA without the prior written consent of the Government.

9. INDEPENDENT CONTRACTOR

RT Park shall perform this MOA as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.

10. GOVERNING LAW

This MOA shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

11. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term condition or provision of this MOA shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this MOA, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

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12. ENTIRE AGREEMENT

This MOA constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

13. RIGHT TO WITHHOLD

If work under this MOA is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to RT Park, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the RT Park in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while RT Park gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

14. CONDITION PRECEDENT

This MOA shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

15. TERMINATION

Either party will have the right to terminate this Contract with or without cause on Sixty (60) days written notice to the other party specifying the date of termination.

16. PARTIAL TERMINATION

The performance of work under this MOA may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing sixty (60) days written notice to the RT Park. This partial termination shall be effected by delivering to the RT Park a Notice of Partial Termination specifying the extent to which the term and/or duties under this MOA are terminated and the date upon which such termination becomes effective. The RT Park shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the sixty (60) day notice.

17. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this MOA on account of race, creed, color, sex, religion, disability or national origin.

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18. CONFLICT OF INTEREST

RT Park covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this MOA.

19. NOTICE

Any notice required to be given by the Terms of this MOA shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

ANTHONY D. THOMAS Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas U.S. Virgin Islands 00802

GARY MOLLOY

Commissioner
Department of Labor
4401 Sion Farm STE 1
Christiansted, VI 00802-4245

CONTRACTOR

Peter H. Chapman
Executive Director
UVI Research and Technology Park Corporation
64 West Palm Drive
Kingshill VI 00850

20. LICENSURE

RT Park covenants that it has:

- a. obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- b. familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

21. OTHER PROVISIONS

Addenda I, II and III attached hereto are a part of this MOA and are incorporated herein by reference.

22. DEBARMENT CERTIFICATION

By execution of this MOA, the RT Park certifies that it is eligible to receive awards using federally

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appropriated funds and that it has not been suspended or debarred from entering into agreements with any federal agency. The RT Park shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT". In the event RT Park or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the RT Park or subcontractor agrees that it shall not be entitled to payment for any work performed under this MOA or any subcontract and that the RT Park or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

23. FALSE CLAIMS

RT Park warrants that it shall not, with respect to this MOA, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. RT Park acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

24. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:

Kevin Dennis

Agdelore A. Francis

GOVERNMENT OF THE VIRGIN ISLANDS

Gary Molloy
Gary Molloy, Commissioner
Department of Labor

05/03/2022
Date

Anthony D. Thomas
Anthony D. Thomas, Commissioner
Department of Property and Procurement

5/11/2022
Date

CONTRACTOR

Peter H. Chapman

Peter H. Chapman

Peter H. Chapman, Executive Director
UVI Research and Technology Park Corporation

5/2/2022
Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:

Kenneth R. Case
Kenneth R. Case, Esq., AAG

Date 05/11/2022

PURCHASE ORDER NO. _____

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