

**MEMORANDUM OF AGREEMENT BETWEEN
THE GOVERNMENT OF THE VIRGIN ISLANDS
OFFICE OF THE GOVERNOR
AND THE UNIVERSITY OF THE VIRGIN ISLANDS**

THIS AGREEMENT is made on the 16th day of March, 2017 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Bureau of Economic Research, Office of the Governor (hereinafter referred to as "Government") located at 21-22 Kongens Gade, St. Thomas, U.S. Virgin Islands, 00802 acting through the Department of Property and Procurement, and the University of the Virgin Islands (hereinafter referred to as the "University") located at 2 John Brewer's Bay, St. Thomas, U.S. Virgin Islands, 00802-9990.

WHEREAS, the purpose of this Agreement is to improve the Virgin Islands tourism a product by research through carrying out coding and data capture of data from scientific exit sample surveys of cruise ship passengers and overnight air visitors to St. Thomas and St. Croix in the low (fall) tourist season and high (winter) tourist season, and to tabulate specified tables from these data for both islands; and

WHEREAS, it is agreed that there should be a coordinated and cooperative effort between the Office of the Governor, Bureau of Economic Research and the University of the Virgin Islands; and

WHEREAS, the University of the Virgin Islands, Eastern Caribbean Center is equipped with the expertise, personnel and experience to carry out data coding, tabulation, and the production of reliable statistical estimates from survey data; and

WHEREAS, the University of the Virgin Islands, ECC is willing and able to perform the necessary research towards fulfilling the objectives of the Government; and

WHEREAS, the specific objective of the Visitor Exit Survey is to produce statistically reliable estimates of the characteristics of cruise ship and air visitors and carnival visitors to the Virgin Islands; and

WHEREAS, the purpose of these surveys is intended to statistically determine the ranking of the decision-making factors that go into visiting the Virgin Islands, and to rank the most satisfactory and least satisfactory aspects of the tourists' visit;

Now, Therefore, it is mutually agreed between the parties hereto that:


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1. TERM:

The term of this Agreement shall commence upon the signature of the Governor and terminate on December 30th, 2017.

2. COMPENSATION:

In consideration of the satisfactory performance of the services set forth herein, the Government shall pay to the University the sum of TWENTY-FOUR THOUSAND ONE HUNDRED TWENTY-ONE DOLLARS (\$24,121.00). The compensation shall be disbursed as follows:

- a. TWENTY-FOUR THOUSAND ONE HUNDRED TWENTY-ONE DOLLARS (\$24,121.00) shall be transferred upon delivery and approval of Task A and submission of final data tables and files by the University to the Government.

3. SERVICES OF THE UNIVERSITY:

The Eastern Caribbean Center (ECC) of the University shall perform the following services in fulfillment of the purpose of this Agreement set forth above, and provide the following services:

A. Produce Visitor Exit Survey statistical data and tables by Island to include the following:

- Number, age and sex of visitor party characteristics
 - Annual household income by major visitor origin
 - Annual household income by major cruise line
 - Occupational status
 - Visitor sales region by origin
 - US visitors by state or origin
 - Foreign visitors by state and area of origin
 - Distribution of visitors by order of visit and by sales region of visitor origin
 - Average trip expenditures per party
 - On-island shopping decision
 - Time of planning ahead of trip
 - Scientific ranking of the information items for selecting this visitor destination, and of the enjoyable/unenjoyable aspects of said visit
 - Probability of return visit
-
- Submission Task A to the Bureau of Economic Research for Review and Approval: April 10th, 2017¹.

For all submissions, compensation shall not be paid to the University until the Bureau of Economic Research has approved actual performance of services under the contract.


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- Final Submission of submission of the Visitor Exit Survey final data tables and files. May 10th, 2017.

4. **OBLIGATIONS OF THE GOVERNMENT**

The Government shall pay to the University the compensation set forth and described in Paragraph 2 of this Agreement. Should the Government fail to pay, without good cause, to the University the compensation as set forth in this Agreement within thirty (30) days of the required submissions set forth in paragraph 2, the University shall have the option to suspend work on the project until such time as funds are paid.

5. **RECORDS**

UVI, when applicable and accessible, will provide information related to the amount of time and/or funding expended under this Agreement.

6. **ASSIGNMENT**

UVI shall not subcontract or assign any part of the services under this Agreement without the prior written consent of the Government.

7. **PROFESSIONAL STANDARDS**

UVI agrees to maintain the professional standards applicable to its profession.

8. **CONDITION PRECEDENT**

This Agreement shall be subject to the availability and appropriation of funds and to the approval of the Governor.

9. **EFFECTIVE DATE**

The effective date of this Agreement shall be the day of execution of the Agreement by the Governor.

10 **RIGHT TO WITHHOLD**

If work under this Agreement is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to UVI, 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 UVI 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 UVI gives satisfactory assurance to Government that such claims will be paid by UVI or its insurance carrier, if applicable in the event that such contest is not successful.


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11. LIABILITY OF OTHERS

Nothing in this Agreement shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by UVI as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of UVI of whatsoever nature, including but not limited to unemployment insurance and social security taxes for UVI, its servants, agents or independent contractors.

12. TERMINATION:

Either party hereto may terminate this Agreement without cause no less than thirty (30) days from the date that the services pursuant to the terms of this Agreement commences, by first giving the other party thirty (30) days' written notice of its intention to do so. The University or Government reserves the right to terminate this Agreement, for cause, in the event of the other party's failure in any covenant or provision of this agreement.

13. NOTICES:

Notices required to be given under this Agreement shall be deemed given by personal delivery or Certified Mail, Return Receipt Requested to:

Government:

Lloyd T. Bough, Jr.
Commissioner Nominwe
Department of Property and Procurement
Sub-Base 3rd Floor
St. Thomas, VI 00802

With a copy to:

Ms. Bernadette V.M. Melendez
Director
Bureau of Economic Research
Office of the Governor
21-22 Kongens Gade
St. Thomas, USVI 00802

Contractor:

David Hall, SJD
President
University of the Virgin Islands
2 John Brewer's Bay
St. Thomas VI 00802-9990


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14. ENTIRE AGREEMENT:

This written Agreement contains the entire Agreement between the parties and no oral statement or representations or prior written matter not contained in this instrument or incorporated herein by reference shall have any force or effect. This Agreement shall not be modified in any way except by a writing executed by both parties.

15. CHOICE OF LAW VENUE

It is mutually understood and agreed that this Professional Service Agreement shall be constructed under the laws of the United States Virgin Islands. Any and all suits for the enforcement of this Agreement or arising for any breach of this Agreement shall be instituted and maintained in a court of competent jurisdiction in the United States Virgin Islands.

16. INTERPRETATION

It is agreed that if any provision of this Agreement shall be determined to be void by any court of competent jurisdiction such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect and it is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions one of which would render the provision void and the other one of which would render the provision valid then the provision shall have the meaning which renders it valid.

17. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts, and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above-described materials shall not be used by the Contractor or by any other person or entity except upon the written permission of the Government, which consent may not be unreasonably withheld. The files, database summaries or any other program and reports developed for use in this project become the sole possession of the Government and cannot be used or copied for any purpose other than stipulated in this contract. The Contractor will not provide or otherwise make available or distribute any program or material in any form without the written consent of the Government.


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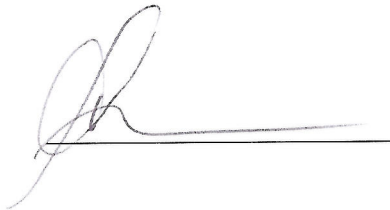
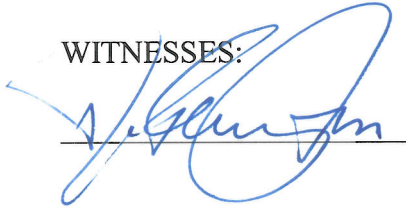
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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:



GOVERNMENT OF THE VIRGIN ISLANDS

by:  2/29/17
Lloyd T. Bough, Commissioner Nominee
Department of Property & Procurement

by:  2/13/17
Bernadette V.M. Melendez, Director Date
Bureau of Economic Research
Office of the Governor, Government House


UNIVERSITY OF THE VIRGIN ISLANDS

by:  2/10/17
David Hall, SJD, President Date

APPROVED:

 3-16-17
GOVERNOR OF THE VIRGIN ISLANDS Date
Kenneth E. Mapp

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:  3/7/17
AAG Date

Account Code No.: _____

MED No.: _____

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