

MEMORANDUM OF AGREEMENT
Between the
VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT
On behalf of the
VIRGIN ISLANDS DIVISION OF PERSONNEL
And the
UNIVERSITY OF THE VIRGIN ISLANDS

THIS AGREEMENT made this 29th day of June, 2017, by and between the **VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT**, of Bldg #1 Sub Base, 3rd Floor, St. Thomas, U.S. Virgin Islands, on behalf of the **VIRGIN ISLANDS DIVISION OF PERSONNEL**, No. 3438 Kronprindsens Gade, St. Thomas, U.S. Virgin Islands 00802 (hereinafter "the Government") and the **UNIVERSITY OF THE VIRGIN ISLANDS**, No. 2 John Brewers Bay, St. Thomas, U.S. Virgin Islands 00802, an instrumentality of the Government of the United States Virgin Islands (hereinafter "the University").

WITNESSETH:

WHEREAS, the Division of Personnel (hereinafter "DOP" or "Division"), pursuant to Title 3 Virgin Islands Code, Chapter 25, is required to promote the cause of professional development for public employees, and achieve a cadre of highly trained public officers throughout the Virgin Islands, and is authorized to exercise such powers, and perform such other duties and functions, as may be prescribed by law, to fulfill this duty; and

WHEREAS, DOP recognized the critical need for certification of public sector managers and supervisors, most particularly in enhanced learning and application of the Certified Public Manager® (CPM) Program's seven (7) core management competencies of personal and organizational integrity, managing work, leading people, developing self, public service focus, change leadership, and systematic integration; and

WHEREAS, DOP and the University desire to deliver the courses for the Virgin Islands Certified Public Manager (VI CPM) Program consisting of 300 hours – including hours of independent capstone project work – to be delivered in cohorts over a period of 12 -14 months; and

WHEREAS, the Program has a primary goal to improve the performance of public sector managers and the organizational performance of state, local and federal governments; will provide a comprehensive course of study by which participants can acquire and apply best practices and theory to their management behaviors and strategies using the CPM's seven (7) core competencies; and will use theory as the foundation and apply it to practical problems facing the participants, their agency/organization, and the residents of our territory; and

WHEREAS, the University, an instrumentality of the Government of the United States Virgin Islands, represents that it is willing to continue and is capable of providing such services; and

WHEREAS, the Government is authorized to enter into this agreement pursuant to Title 31 Virgin Islands Code, Chapter 23, Section 243, which provides for inter-governmental transactions; and

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

1. **SERVICES.** The University will be responsible for providing the services set forth in Addendum I (Scope of Services) attached hereto, incorporated herein by reference, and made a part of this Contract.
2. **TERM.** This Contract is subject to the approval of the Governor of the Virgin Islands and upon said approval, shall be effective for the term commencing August 1, 2017, and shall terminate by December 31, 2018.
3. **COMPENSATION.** The Government, in consideration of the services provided by the University, agrees to pay the University the sum not to exceed **ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00)** in accordance with the provisions set forth in Addendum II attached hereto, incorporated herein by reference, and made a part of this Contract.
4. **CONDITION PRECEDENT.** This Agreement shall be subject to the availability and appropriation of funds and the approval of the Governor.
5. **EFFECTIVE DATE.** The effective date of this Agreement shall be the day of execution of the Agreement by the Governor.
6. **FISCAL RESPONSIBILITY.**
 - (a) The University of the Virgin Islands shall prepare and submit to the Government detailed expenditures generated for each activity based on the amount disbursed by the Government in Addendum II.
 - (b) The University shall expend the funds in accordance with all applicable local and federal laws, rules and regulations.
 - (c) The University shall return to DOP for its disposition, any sum of money which the University, its auditors or any other authorized representative has determined was not utilized in conformity with this Agreement or remains unspent at the termination of this Agreement.
7. **WITHHOLDING OF PAYMENT.** If any term or condition is not performed under this Agreement, the Division will have the right to withhold any payment or appropriation due to the University. The Division will notify the University in writing in the event that it elects to exercise its right to withhold under this paragraph.

8. **RECORDS.** The University shall maintain precise records of all activities commenced in the performance of this Agreement and, when applicable, will present records of time and/or money expended under this Agreement. The University will not disclose or make available this material to any third parties without first giving notice to the Division and receiving written authorization from the Division.

9. **INTELLECTUAL PROPERTY OWNERSHIP.** The University assigns to DOP its entire right, title and interest in anything created or developed by the University for DOP under this Agreement ("Work Product") including all patents, copyrights, trade secrets and other proprietary rights. This assignment is conditioned upon full payment of the compensation due the University under this Agreement. The University shall, at no charge to DOP, execute and aid in the preparation of any papers that DOP may consider necessary or helpful to obtain or maintain – at DOP's expense – any patents, copyrights, trademarks or other proprietary rights.

10. **TERMINATION.** Either party shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party specifying the date of termination. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred, or which have been obligated, in accordance with the terms of this Agreement prior to the effective date of termination.

11. **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 Agreement on the basis of race, creed, color, sex, religion, national origin, or disability.

12. **NOTICE.** Any notice required herein 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:

Lloyd Bough, Commissioner ~~Nominee~~
Department of Property & Procurement
Sub Base, Building No. 1
St. Thomas, U.S. Virgin Islands 00802

Milton E. Potter, Director
Division of Personnel
No. 3438 Kronprindsens Gade
GERS Complex
St. Thomas, U.S. Virgin Islands 00802

David Hall, S.J.D, President
University of the Virgin Islands
No. 2 John Brewers Bay
St. Thomas, U.S. Virgin Islands 00802

13. **ASSIGNMENT.** This Agreement shall not be subcontracted or assigned to any other party without prior written consent of the Division of Personnel.

14. **GOVERNING LAW.** This Agreement shall be governed by the laws of the U.S. Virgin Islands without regard to conflict of laws principles. Any and all suits for the enforcement of this Agreement shall be filed and maintained in a court of competent jurisdiction in the U.S. Virgin Islands.

15. **AMENDMENTS AND MODIFICATIONS.** No waiver, modification or amendment of any term, condition or provision of this Agreement 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 Agreement, but the same shall be strictly limited and restricted to the extent and occasion specified in such a signed writing or writings.

16. **MERGER CLAUSE.** This Agreement constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of this Agreement, are of no force or effect.

17. **FALSE CLAIMS.** The University warrants that it shall not, with respect to this Agreement, make or present any claim upon or against the Government of the Virgin Islands, or any officer, Division, board, commission, or other agency thereof, knowing such claim to be false, fictitious or fraudulent. The University acknowledges that making such a false, fictitious or fraudulent claim is an offense under Virgin Islands law.

IN WITNESS WHEREOF, the parties intending to be legally bound have hereunto set their hands on the day and year first above written.

WITNESSES:




GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT

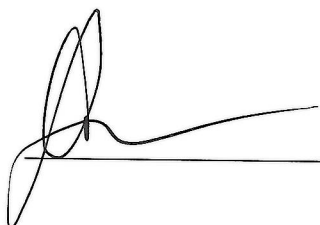

Lloyd Bough,
Commissioner *Nominee* Date 4/24/17

DIVISION OF PERSONNEL


_____ 3-1-17



Milton E. Potter,
Director Date 3/1/17

UNIVERSITY OF THE VIRGIN ISLANDS




David Hall,
President Date 3/2/17

APPROVED:


KENNETH E. MAPP
Governor of the Virgin Islands

06-29-17
Date

Approved for Legal Sufficiency


PAG Date 6/20/17

Purchase Order No.: _____

UVI Account Code No.: _____