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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE U.S. VIRGIN ISLANDS DEPARTMENT OF EDUCATION  
&  
MY BROTHER'S WORKSHOP THROUGH  
THE U.S. VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND  
PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this March 31 day of 2020, in the Territory of the U.S. Virgin Islands, by and between the Government of the U.S. Virgin Islands, Department of Education ("DOE" or the "Government") and My Brother's Workshop ("MBW"), each a "Party" or collectively "Parties," through the U.S. Virgin Islands Department of Property and Procurement.

**WITNESSETH:**

Whereas, the DOE is responsible for promoting the cause of education, and achieving a high level of general education throughout the Virgin Islands pursuant to Title 3 V.I.C. Section 96(a);

Whereas, MBW is an organization providing hope, faith, and purpose to at-risk and high-risk young people in U.S. Virgin Islands.

Whereas, the Parties have a common interest in ensuring clean drinking water for the students of the Department of Education; and

Whereas, the agencies desire to combine efforts in ensuring access to clean drinking water in designated schools, by entering into this MOU.

**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:

**I. TERM AND EFFECTIVE DATE**

This MOU shall be effective upon the date of execution of this MOU by the Commissioner of the Department of Property and Procurement and shall terminate one (1) year thereafter. The Government in its sole discretion, shall have the option to renew this MOU for a period of (5) additional years subject to the same terms noted herein, by providing with 60 days written notice of the Government's election to renew.

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## 2. COSTS

There shall be no exchange of funds between the Parties for the performance of tasks under this MOU. Each Party shall bear all costs associated with the fulfillment of its responsibilities under this MOU.

## 3. RESPONSIBILITIES/TASKS

3.1 Department of Education shall be responsible for:

- (a) Designating the schools participating in the program, to wit, Lockhart Elementary School (St. Thomas), Eudora Kenn High School (St. Thomas) and Eulalie Rivera K-8 (St. Croix),
- (b) Supervising the installation of the fountains,
- (c) Maintaining the fountains after proper training from Poly Caribe, the water fountain installation company,
- (d) Distributing water bottles to students.
- (e) Informing My Brother's Workshop if installation at a school is no longer being used so Poly Caribe can retrieve its fountains.

3.2. My Brother's Workshop shall be responsible for:

- (a) Sourcing and engraving the water bottles,
- (b) Delivering water bottles to schools in Department of Education or another group responsible for distribution of the water bottles within the classrooms,
- (c) Arranging for Poly Caribe to source the water fountains,
- (d) Arranging for Poly Caribe or someone that Poly Caribe designates to install in school locations to be agreed upon by the Department of Education,
- (e) Arrange for Poly Caribe or Poly Caribe's representative to demonstrate to personnel of Department of Education how to properly maintain fountains,
- (f) This MOU is effective only for the three schools identified in the grant proposal to Banco Popular.

## 4. DESIGNATED REPRESENTATIVE

Each Party shall designate a representative to oversee its responsibilities under this MOU.

Department of Education designates:

Victor Somme  
Deputy Superintendent

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St. Croix District  
2155 Hospital Road  
Christiansted, St. Croix  
U.S. Virgin Islands 00820



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My Brother's Workshop designates:

Jenny Hawkes  
26 A Charlotte Amalie  
St. Thomas, Virgin Islands 00820

#### 5. LIABILITY OF OTHERS

Nothing in this MOU shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by My Brother's Workshop 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 My Brother's Workshop of whatsoever nature, including but not limited to unemployment insurance and social security taxes for My Brother's Workshop, its servants, agents or independent contractors.

#### 6. ASSIGNMENT

My Brother's Workshop will assign its responsibilities for the installation of the fountains and teaching maintenance procedures to the schools to Poly Caribe. Poly Caribe shall be solely responsible for those tasks.

#### 7. INDEMNIFICATION

My Brother's Workshop agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by My Brother's Workshop under this MOU and arising from any cause, except the sole negligence of Government or the Government's responsibility for ongoing use and maintenance of the fountains.

#### 8. GOVERNING LAW

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

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**9. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term condition or provision of this MOU 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 MOU, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

**10. ENTIRE AGREEMENT**

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

**11. CONDITION PRECEDENT**

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

**12. TERMINATION**

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

**13. 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 MOU on account of race, creed, color, sex, religion, disability or national origin.

**14. CONFLICT OF INTEREST**

Both Parties covenant 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 MOU.

**15. NOTICE**

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Any notice required to be given by the Terms of this MOU 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:

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


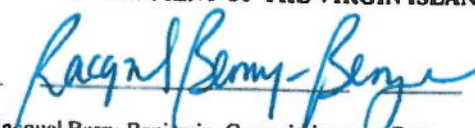
Racquel Berry-Benjamin  
 Commissioner  
 Department of Education  
 1834 Kongens Gade  
 St. Thomas, VI 00802

My Brother's Workshop  
 Jenny Hawkes  
 Executive Director  
 26A Charlotte Amalie  
 St. Thomas, VI 00802

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

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

  2/3/2020  
 Racquel Berry-Benjamin, Commissioner Date  
 Department of Education

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*Jenny Hawkes*

*Jenny Hawkes*  
Jenny Hawkes, Executive Director  
My Brother's Workshop

12/30/19  
Date



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*Magdalen A. Moani*

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

3/31/2020  
Date

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY:

Carol E. McDonald, Esq.  
Date

Digitally signed by Carol E. McDonald,  
Esq.  
DN: cn=Carol E. McDonald, Esq., o, ou,  
email=carol.mcdonald@doj.vi.gov,  
c=US  
Date: 2020.03.30 15:34:18 -04'00'

**CERTIFICATE OF APPROVAL**

I hereby certify that this is a true and exact copy of MOU No. \_\_\_\_\_ entered into  
between the Department of Property and Procurement and My Brother's Workshop..

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

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