



## MEMORANDUM OF AGREEMENT

**THIS MEMORANDUM OF AGREEMENT** ("MOA") is made this 17th day of August 2023, 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 Office of the Governor, Bureau of Economic Research (hereinafter referred to as "Government" or "USVIBER") and the University of the Virgin Islands (hereinafter referred to as "University").

### WITNESSETH:

**WHEREAS** the Government is in need of the services of a Contractor to the Government to improve the U.S. Virgin Islands tourism product by conducting a representative visitor exit survey of air and cruise visitors and crew to St. Thomas and St. Croix districts and to t specified tables from these data for both islands; which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS** the Government is authorized to enter into this Agreement pursuant to Title 3 of the Virgin Islands Code, section 74, which provides for departments and agencies of the Government to enter into contracts with UVI; and

**WHEREAS**, the University of the Virgin Islands, Eastern Caribbean Center is equipped with the expertise, personnel, and experience to carry out survey design, data coding, data capture, tabulation, and the production of reliable statistical estimates from survey data; and University represents that it is willing and capable of providing such services.

**WHEREAS**, the University of the Virgin Islands, Eastern Caribbean Center is an instrumentality of the Government of the United States Virgin Islands represents that it is willing and able to perform the necessary research towards fulfilling the objectives of the Government; and

**WHEREAS** the purpose of these surveys is intended to statistically determine the ranking of the decision-making factors that go into visiting the U.S. Virgin Islands, to rank the most satisfactory to least satisfactory aspects of the tourists' visit, and to capture average expenditures per party during their visit;

**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

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



## **2. TERM**

The term of this MOA shall be from August 1, 2023, to April 5, 2024. Upon the date of execution of this MOA by the Commissioner of the Department of Property and Procurement, this MOA shall become effective for the Term set out herein.

## **3. COMPENSATION**

Office of the Governor, Bureau of Economic Research, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay University the sum of SEVENTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY-THREE DOLLARS (74,873.00) 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 that 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 ZERO DOLLARS (\$0.00).

## **5. RECORDS**

University of the Virgin Islands when applicable will present documented precise records of time and/or money expended under this Contract.

## **6. PROFESSIONAL STANDARDS**

University of the Virgin Islands 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.**

All documents, books, records, instructional materials, programs, databases, printouts, and memoranda of every description derived therefrom and pertaining to this MOA shall become the property of the Government and shall be turned over to it at the termination of this MOA. The above-described materials shall not be used by the University of the Virgin Islands or by any other person or entity except upon the written permission of the Government.

## **8. LIABILITY OF OTHERS**

General Contract No. G039BERT23

Initials: MS



Nothing in this MOA shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by the University of the Virgin Islands 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 Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for University, its servants, agents or independent contractors.

#### **9. ASSIGNMENT**

The University of the Virgin Islands shall not subcontract or assign any part of the services under this MOA without the prior written consent of the Government.

#### **10. INDEMNIFICATION**

To the extent permitted by law, the University agrees to indemnify, defend and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges, and expenses (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 University under this MOA and arising from any cause, except the sole negligence of Government.

#### **11. INDEPENDENT CONTRACTOR**

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

#### **12. 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.

#### **13. 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.





#### **14. 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.

#### **15. RIGHT TO WITHHOLD**

If work under this MOA is not performed in accordance with the terms hereof, Government will have the right to withhold any payment due to the University, 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. The government will immediately notify the University of the Virgin Islands in writing in the event that it elects to exercise its right to withhold.

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

#### **16. 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.

#### **17. TERMINATION**

Either party will have the right to terminate this MOA with or without cause on thirty (30) days written notice to the other party specifying the date of termination.

#### **18. 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 thirty (30) days written notice to the University. This partial termination shall be affected by delivering to the University 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 University of the Virgin Islands shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the thirty (30) day notice.

#### **19. 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.

## **20. CONFLICT OF INTEREST**

University of the Virgin Islands states 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.

## **21. EFFECTIVE DATE**

The effective date of this MOA shall be the day of execution of the MOA by the Commissioner of the Department of Property and Procurement.

## **22. 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**

Lisa M. Alejandro  
Commissioner Nominee  
Department of Property and Procurement  
8201 Subbase, Suite 4  
St. Thomas U.S. Virgin Islands 00802

Karl Knight  
Chief of Staff  
Office of the Governor  
21-22 Kongens Gade  
St. Thomas, USVI 00802

Mindy Solivan, Director  
Office of Sponsored Programs  
University of the Virgin Islands  
2 John Brewer's Bay  
St. Thomas, VI 00802-9990



### **23. LICENSURE**

University covenants that it has:

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

### **24. OTHER PROVISIONS**

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

### **25. FALSE CLAIMS**

University of the Virgin Islands 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. The university acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

### **26. 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.



GOVERNMENT OF THE VIRGIN ISLANDS

*Karl Knight*  
**Karl Knight**  
Chief of Staff  
Office of the Governor

7/28/23  
Date

*Lisa M. Alejandro*  
**Lisa M. Alejandro**  
Commissioner Designee  
Department of Property & Procurement

8/17/2023  
Date

*Mindy Solivan*  
**Mindy Solivan,**  
Director  
University of the Virgin Islands

7/26/2023  
Date

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY: /s/ Ian Stephen Anthony Clement, Esq. Date  
ASSISTANT ATTORNEY GENERAL  
8/16/23

PURCHASE ORDER NO. \_\_\_\_\_