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MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made this 13th day of November, 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 Department of Health Division of Chronic Disease and Prevention (hereinafter referred to as "Government" or “DOH”) and University of the Virgin Islands (hereinafter referred to as "UVI" or “Contractor”).

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to Develop and Maintain a Sickle Cell Disease Voluntary Patient Registry (SCD VPR), which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the University of the Virgin Islands was procured in accordance 31 V.I.C. § 239 (a) (8) based on the allowance in 3 V.I.C. § 74; and

WHEREAS, the University of the Virgin Islands represents that it is willing and capable of providing such services.

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

UVI 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

The term of this MOA shall be from November 3, 2023 through December 2, 2026. 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. The Government in its sole discretion, shall have the option to renew this MOA for two (2) additional period of one (1) year subject to the same terms noted herein, by providing the UVI with sixty (60) days written notice of the Government’s election to renew.

3. COMPENSATION

The Department of Health, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay UVI a sum not to exceed **Two**



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Hundred Thirteen Thousand Four Hundred Seventy Dollars and Ninety-One Cents (\$213,470.91) 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.

5. RECORDS

UVI when applicable, will present documented precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

UVI 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, printouts and memoranda of every description derived therefrom and pertaining to this MOA shall become the joint property of the Government and UVI and shall be turned over to the Government and UVI at the termination of this MOA. The above described materials shall not be used by any other person or entity except upon the written permission of the Government and UVI.

8. LIABILITY OF OTHERS

Nothing in this MOA 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 Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for UVI, its servants, agents or independent contractors.

9. ASSIGNMENT

UVI shall not subcontract or assign any part of the services under this MOA without the prior



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written consent of the Government.

10. INDEMNIFICATION

To the extent permitted by law, UVI 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 UVI under this MOA and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

UVI 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 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



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itself or to satisfy such claims. Government will immediately notify the 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 Contractor or its insurance carrier, if applicable in the event that 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 Contract 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 UVI. This partial termination shall be effected by delivering to the UVI 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 UVI 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

UVI 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.

21. 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:



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GOVERNMENT

LISA M. ALEJANDRO

Commissioner

Department of Property and Procurement

8201 Sub Base, Suite 4

St. Thomas U.S. Virgin Islands 00802

lisa.alejandro@dpp.vi.gov

JUSTA E. ENCARNACION

Commissioner

Department of Health

1303 Hospital Ground, Suite 10

St. Thomas, VI 00802

justa.encarnacion@doh.vi.gov

UNIVERSITY OF THE VIRGIN ISLANDS

MINDY SOLIVAN

Director, Office of Sponsored Programs

University of the Virgin Islands

John Brewers Bay

St. Thomas, VI 00802

22. LICENSURE

UVI 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.

23. OTHER PROVISIONS

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

24. FALSE CLAIMS

UVI 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. UVI acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.



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25. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

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

The parties have hereunto set their hands on the day and year first above written.

GOVERNMENT OF THE VIRGIN ISLANDS

Justa Encarnacion RN
Justa E. Encarnacion, Commissioner
Department of Health

Date: 10/17/2023

Lisa M. Alejandro
Lisa M. Alejandro, Commissioner
Department of Property and Procurement

Date: 11/13/2023

UNIVERSITY OF THE VIRGIN ISLANDS

Mindy Solivan
Mindy Solivan, Director
Office of Sponsored Programs

Date: 10/17/2023

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: *JMCK* Date Nov. 13, 2023
/s/ Jessica McKenney, esq.
Assistant Attorney General

PURCHASE ORDER NO. 15705