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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VIRGIN ISLANDS DEPARTMENT OF HEALTH
&
PROJECT HOPE, THE PEOPLE-TO-PEOPLE HEALTH FOUNDATION, INC.
THROUGH
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 28th day of February 2025, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Health and Project HOPE, The People-to-People Health Foundation, Inc. "Project HOPE", each a "Party" or collectively "Parties," through the Department of Property and Procurement.

WITNESSETH:

Whereas, the Virgin Islands Department of Health is responsible for providing community support and services pursuant to Title 3, Chapter 23 & Title 19, Section 1 of the Virgin Islands Code; and

Whereas, the Project HOPE is responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities; the receipt of federal funds from Environmental Protection Agency (EPA), pursuant to EPA's guidelines; and

Whereas, the parties have a common interest in ensuring the collaboration in the submission of a proposal and subsequent implementation of the EPA Community Change Grant activity; and

Whereas, the parties desire to combine efforts in ensuring improved community health in the US Virgin Islands through improving indoor air quality and ensuring healthy, resilient, energy-efficient health buildings for the community to visit for healthcare, 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:

1. TERM AND EFFECTIVE DATE

This MOU shall be effective from August 9, 2024 through August 8, 2028. Upon the date of execution of this MOU by the Commissioner of the Department of Property and Procurement, this MOU shall become effective for the Term set out herein. The Government in its sole discretion, shall have the option to renew this MOU for a period of four (4) additional one (1) year period subject to the same terms noted herein, by providing Project HOPE 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 Health shall be responsible for:

- A. All operations and project activities in the Work Plan Narrative for which the Collaborating Entity is responsible.

3.2 Project HOPE shall be responsible for:

- A. The overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities,
- B. The receipt of federal funds from EPA and the proper expenditure of these funds will bear liability for unallowable costs, compliance and legal issues, and managing risks associated with the project.
- C. Providing technical support related to the proposed project.
- D. All operations and project activities in the Work Plan Narrative for which the Lead Applicant is responsible.

4. DESIGNATED REPRESENTATIVE

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

Department of Health designates:

Davoelene Trusty
Program Manager, Division of Health Disparities
Department of Health
John S. Moorehead Complex
1303 Hospital Ground, Suite 10
St. Thomas, VI 00802

davoelene.trusty@doh.vi.gov

Project HOPE designates:

Dr. Wondwossen Asefa
Director, Global Health Programs Development
Project HOPE, The People-to-People Health Foundation, Inc.
1220 19th Street, NW, Suite 800
Washington, DC 20036

wasefa@projecthope.org



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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 Project HOPE 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 Project HOPE of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Project HOPE, its servants, agents or independent contractors.

6. ASSIGNMENT

Neither Party shall subcontract or assign any part of the services or responsibilities under this MOU.

7. INDEMNIFICATION

To the extent permitted by the United States Virgin Islands' Law, Project HOPE 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 Project HOPE under this MOU and arising from any cause, except the sole negligence of Government.

8. GOVERNING LAW

RESERVED.

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.



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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

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:

Lisa M. Alejandro
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas Virgin Islands 00802

Just E. Encarnacion, RN, BSN, MBA/HCM
Commissioner
Department of Health
John S. Moorehead Complex
1303 Hospital Ground, Suite 10
St. Thomas, VI 00802



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Dr. Wondwossen Asefa
Director, Global Health Programs Development
Project HOPE, The People-to-People Health Foundation, Inc.
1220 19th Street, NW, Suite 800
Washington, DC 20036

16. INSURANCE

Project HOPE shall maintain the following insurance coverages during the term of this MOU

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a "per occurrence" basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
- (b) **WORKERS' COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

17. OTHER PROVISIONS

Appendix 1 (Project HOPE Teaming Agreement) and Annex A (Scope of Work) attached hereto are a part of this MOU and are incorporated herein by reference.

18. CONDITION PRECEDENT CLAUSE

If there is a conflict between the terms of the MOU and Appendix 1 and/or the Annex A, the terms of this MOU will control.

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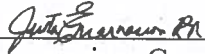
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19. FASCIMILE, ELECTRONIC & DIGITAL SIGNATURES


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 as set forth below.

GOVERNMENT OF THE VIRGIN ISLANDS



Justa E. Encarnacion, Commissioner
Department of Health

Date: 1/24/2025


Lisa M. Alejandro, Commissioner
Department of Property and Procurement

Date: 02/28/2025

CONTRACTOR


Dr. Wondwossen Asefa, Director of Global Health Programs Development
Project HOPE, The People-to-People Health Foundation, Inc.

Date: 1/13/2025

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:

 Date 2/27/25

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Appendix I



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APPENDIX I PROJECT HOPE TEAMING AGREEMENT



TEAMING AGREEMENT

Project HOPE and US Virgin Islands Department of Health
EPA-R-OEJECR-OCS-23-04

Teaming Agreement

The Lead Applicant is:

**Project HOPE, The People-to-People Health Foundation, Inc.
1220 19th Street, NW, Suite 800
Washington, DC 20036
United States of America**

and

Collaborating Entity is:

**US Virgin Islands Department of Health
St Thomas, Charlotte Amalie
St Thomas 00802, U.S. Virgin Islands**

This Teaming Agreement is entered into by and between Project HOPE - The People-to-People Health Foundation, Inc. (referred to hereinafter as “Project HOPE or Lead Applicant”) and US Virgin Islands Department of Health (referred to hereinafter as “USVI DOH or Collaborating Entity”) for collaboration on a multi-year program, EPA Community Change Grant, EPA-R-OEJECR-OCS-23-04.

1. INTRODUCTION

- 1.1 Whereas Project HOPE and the Collaborating Entity share a common interest to collaborate in the submission of a proposal (the “Proposal”) and subsequent implementation of the EPA Community Change Grant activity with Project HOPE in the preparation of a proposal, with Project HOPE as the Lead recipient and US Virgin Islands Department of Health (USVI DOH) serving as a Collaborating Entity to provide assistance as described in Annex A.
- 1.2 Project HOPE and US Virgin Islands Department of Health (USVI DOH) agree to share information pertinent to proposal preparation and, if this proposal is successful, to incorporate the terms of this Teaming Agreement to the fullest extent possible into a Sub-award. Project HOPE and US Virgin Islands Department of Health (USVI DOH) to use all reasonable efforts to protect the other’s confidential information as provided in this Agreement.
- 1.3 The Annex attached to this Agreement is incorporated by reference and made a part of this Agreement.



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2. PROPOSAL PREPARATION

- 2.1 Project HOPE, as Lead Applicant, will assume the lead for proposal preparation, and shall bear the responsibility to submit the Proposal to the Funding Agency and conduct negotiations with the same concerning the Proposal. Any significant changes impacting the teaming Collaborating Entity's involvement will be discussed before recommendation to the Funding Agency. Each party shall bear its own costs, expenses, and liabilities caused by or arising out of this Agreement, its performance, amendment, or expansion and neither party shall be liable for any such costs, expenses, or liabilities incurred or other obligations undertaken by the other party in connection with this Agreement.
- 2.2 The Collaborating Entity shall, under the Lead Applicant's management and direction, furnish, in a timely manner, all necessary personnel, equipment, materials, facilities, technical and other services related to the Collaborating Entity's scope of work, so as to enable the Lead Applicant to fully respond to Funding Agency's proposal requirements. In particular, the Collaborating Entity shall provide its expertise and support in the following areas as appropriate: technical proposal inputs, personnel resumes, past performance references, project profiles, budget information, inputs for the monitoring and evaluation plan, and such other information as may be requested by the Lead Applicant. The Collaborating Entity will furnish to the Lead Applicant all appropriate technical and business data and information, in electronic format, concerning its portion of the work. The Lead Applicant will keep the Collaborating Entity fully advised of any changes in the Scope of Work defined in Annex A and provide the Collaborating Entity with the opportunity to review submissions which affect the Collaborating Entity's area of responsibility or revenue. The Lead Applicant reserves the right to determine the final technical and budget content of the Proposal provided the technical portion and budget for the Collaborating Entity shall not be revised without the Collaborating Entity's concurrence.
- 2.3 The parties recognize that conditions relating to the Project may change such as to dictate a change in the Scope of Work set forth in Annex A in order to enhance the possibilities for selection of Project HOPE as the Lead Applicant for the Project and USVI DOH as the Collaborating Entity thereunder. Therefore, it is agreed that, after issuance of the request for proposal by Funding Agency and prior to the submission of the proposal by Project HOPE, Collaborating Entity and Project HOPE will enter into good faith negotiations to determine specific roles for Project HOPE and the Collaborating Entity for the final Proposal Scope of Work. If prior to the submission of the proposal to the Funding Agency the parties cannot reach agreement on a final statement of the Scope of Work to be included in the Subcontract (subject to any later changes mandated by the Funding Agency), either party may upon 30 days (thirty) prior notice to the other party terminate this Agreement without further obligation of either party to the other, unless within such 30 day (thirty) period a mutual agreement upon the scope of work for the Proposal is reached. However, such notice must be provided not less than forty-five (45) days prior to the deadline for the Proposal to be submitted.
- 2.4 The Collaborating Entity agrees that during the term of this Agreement it shall not submit or participate in the preparation or submission of a proposal for the Project as the Lead Applicant, or as a Collaborating Entity to a firm other than the Lead Applicant, or as a party



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- to a joint venture. It is understood, however, that the Collaborating Entity may participate in the Project with another firm in the event such other firm is awarded the award for the Project and this Agreement has been terminated in accordance with Paragraph 7 hereof.
- 2.5 Should the Lead Applicant elect to protest the Funding Agency's decision regarding said Proposal or its award, this Agreement shall remain in effect until said protest is decided by the appropriate body or is withdrawn. Any subsequent related procurement action resulting from the protest effort will therefore be subject to this Agreement. Further, if the Project is approved for the Lead Applicant but not funded, this Teaming Agreement shall remain in effect for purposes of re-applying for approval and funding in the following contract period unless otherwise mutually agreed by the parties.

3. AWARD OF CONTRACT

- 3.1 In the event that a Contract is made to the Lead Applicant, the parties agree to negotiate, in good faith, toward the execution of a sub-award agreement (hereinafter "sub-award") for the Scope of Work in Annex A of this Agreement (or an amended Scope of Work to be mutually agreed upon by both parties in writing, or as required by the Funding Agency). It is understood by the parties that any such sub-award or changes or supplements thereto are subject to the negotiation of mutually satisfactory terms and conditions, including applicable flow-downs from the Lead Applicant agreement, if any, and mutual agreement on the budget. The Lead Applicant will exert its best efforts to secure approval of the Sub-award by the Funding Agency. Once the scope of work is agreed to under the provisions of Section 2.3, then the parties shall be bound to the terms thereof unless the terms are later changed by requirement of the Funding Agency, and it is reasonably determined that the required changes no longer make it feasible for performance by the Collaborating Entity. The Scope of Work specified in Annex A will not be offered to any other party other than the Collaborating Entity unless the Lead Applicant and the Collaborating Entity, after the exercise of good faith efforts, are unable to negotiate a mutually acceptable sub-award.
- 3.2 The Lead Applicant will keep the Collaborating Entity informed concerning preparations for, timing, and status of any award negotiations. The Collaborating Entity will support and participate in the award negotiations as reasonably requested by the Lead Applicant.
- 3.3 The Lead Applicant and Collaborating Entity's agreement, if the proposed application is selected for award, to enter a subaward that complies with the subaward requirements in the grant regulations at [2 CFR 200.331](#) and in EPA's Subaward Policy and related guidance and that contains terms and conditions including those above.

4. USE OF PROPRIETARY INFORMATION

- 4.1 "Confidential Information" means any and all information which is of a confidential, proprietary or trade secret nature that is furnished or disclosed by one party to the other party under this Agreement. Confidential Information includes: (i) the substance of negotiations between the parties (including but not limited to discussions relating to budgets, terms and other contractual matters); (ii) all information relating to either party's business plans and affairs, and methods of operation; and (iii) any other information that is marked as "Confidential," "Proprietary," or in some other manner to indicate its confidential nature. Notwithstanding the foregoing, Confidential Information will be deemed to exclude any particular information that, as evidenced by written documentation:



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(i) is or becomes publicly known without violation of this Agreement; (ii) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party; (iii) is independently developed by the receiving party without reference to the furnishing party's confidential information; or (iv) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so.

- 4.2 Except as otherwise provided herein, each party's Confidential Information will remain the property of and be deemed proprietary to such party. Each party shall hold the Confidential Information of the other party in strict confidence in a manner using at least as great a degree of care as that used to maintain the confidentiality of its own most confidential information (but in no event less than a reasonable degree of care) and not disclose any such Confidential Information to any third party except to its agents and Subs, with such disclosure limited to the extent necessary for performance of this Agreement and such agents and Subcontractors subject to the same confidentiality requirements as required under this provision, as well as confidentially to attorneys and to the extent that disclosure may be required by law or by order of a court or other government agency having authority to require such disclosure. Each party agrees to notify the other party concerning any such law or order requiring disclosure prior to complying, so that the other party can take appropriate action to protect such confidential information from improper disclosure. Upon learning of any unauthorized disclosure or use by any person, each party agrees to notify the other party promptly and in writing, and to cooperate fully with the other party to protect such Confidential Information of the other party.

5. RELATIONSHIP OF THE PARTIES

- 5.1 The parties shall act as independent Contractors, and neither party shall act as agent for, nor partner of, the other, nor be authorized to incur any liability or to represent or make commitments on behalf of the other (except as provided herein), and the employees of one shall not be deemed the employees of the other.
- 5.2 Nothing in this Agreement shall be deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership or formal business entity of any kind, and the rights and obligations of the parties shall be limited to those expressly set forth herein. No party to this agreement shall have any liability or obligation to the other except as explicitly expressed herein. Except as required to fulfill the indemnification requirements of this Agreement, neither party shall be liable to the other for any other indirect, incidental, special, punitive, or consequential damages, however caused, whether as a consequence of the negligence, intentional wrongdoing, or breach of contract of the liable party or otherwise.
- 5.3 All contacts with the Funding Agency relative to the Project and its subject matter shall be conducted by the Lead Applicant, unless specifically directed otherwise by the Lead Applicant.
- 5.4 The parties agree that additional parties and/or entities, in addition to the parties' unconsolidated affiliates, may be required for the Project. The Lead Applicant retains the right to unilaterally bring in any additional parties that may be required or conversely to reject any additional parties.



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- 5.5 The Partners acknowledge that EPA is not a party to the Teaming Agreement, and any disputes between the parties must be resolved under the law applicable to the Teaming Agreement.
- 5.6 The Lead Applicant will be responsible for replacing a Collaborating Entity with another Collaborating Entity, if needed. The Lead Applicant will ensure that the replacement has the comparable expertise, experience, knowledge, and qualifications of the replaced Collaborating Entity to ensure successful grant completion within 3 years. Replacement may be necessary for various reasons including performance issues. The Lead Applicant will submit the request for a replacement of the Collaborating Entity for approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6) prior to any changes.

6. CONFLICT OF INTEREST

- 6.1 The Collaborating Entity must immediately notify the Lead Applicant if, at any time during the term of this Agreement, the Collaborating Entity becomes aware that it has an actual or potential conflict of interest, including without limitation a relationship of any nature which may impair or which may reasonably appear to impair the Collaborating Entity's objectivity or ability to perform the work described in Annex A hereto ("Conflict of Interest").
- 6.2 As a material obligation hereunder, the Collaborating Entity agrees that if, during the term of this Agreement, Collaborating Entity forms a relationship that results in a Conflict of Interest, the Collaborating Entity will notify the Lead Applicant.

7. EXPIRATION/TERMINATION OF AGREEMENT

- 7.1 This Agreement shall be in full force and effect from the date hereof, shall apply solely to the Project, and shall automatically expire upon the occurrence of any one of the following, whichever shall first occur:
- (a) the receipt of an official announcement or written notice from the Funding Agency of cancellation of the Solicitation;
 - (b) the receipt of written notice from the Funding Agency that it has awarded the Contract for the Project to an entity other than the Lead Applicant, but only if the Contract is not protested. If the Contract is protested, this Agreement shall remain in effect until all protest-related proceedings are completed and award to a third party is finalized;
 - (c) the receipt of notice from the Funding Agency that the Collaborating Entity will not be approved as Sub-awardee;
 - (d) official determination by the Funding Agency that either party is in a Conflict of Interest;
 - (e) any significant change in the financial capability of either party which, in the reasonable opinion of the other party, seriously affects the party's ability to fulfill the Contract, or, as the case may be, Sub-award, responsibilities;
 - (f) execution of a Sub-award between the Collaborating Entity and the Lead Applicant;
 - (g) where the Funding Agency is a local, state, federal or foreign governmental agency, Collaborating Entity is ineligible for award due to debarment or suspension; and



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- (h) the elapsing of twelve (12) months from the date of this Agreement unless award of the Contract is made to the Lead Applicant or any other party during the twelve-month (12) period.
 - (i) any other termination provisions expressly provided for in this Agreement.
 - (j) inability of the Lead Applicant and the Collaborating Entity to reach an agreement within 60 days after award of the Lead Applicant Contract, on the terms and conditions of a Sub-award offered by the Lead Applicant in accordance with the agreement.
- 7.2 In the event that, during the term of this Agreement, the Collaborating Entity has a Conflict of Interest, the Lead Applicant may unilaterally terminate this Agreement, so long as the Lead Applicant has notified Collaborating Entity of its intent to terminate due to the Conflict of Interest and allowed the Collaborating Entity no fewer than 30 calendar days (thirty) prior to the effective termination date in which to cure same.
- 7.3 If this Agreement, the Sub-award or any agreement between the parties for this project as contemplated in Annex A is terminated, then Project HOPE shall retain full and equal ownership rights in any intellectual property generated by the collaborative efforts of all parties. Each party shall retain exclusive ownership rights in any intellectual property generated unilaterally by that party.
- 7.4 Either party may unilaterally terminate this Agreement for any of the following reasons, so long as the terminating party has notified the other party of its intent to terminate, the reason for such termination, and allowed the other party no less than 30 (thirty) calendar days prior to the effective termination date in which to cure the stated reason:
 - (a) Actual failure of the other party to fulfill its obligations hereunder, including without limitation the failure to meet agreed deadlines for performance;
 - (b) Anticipated failure of the other party to fulfill its obligations hereunder, or anticipated inability of the other party to perform the scope of work, due to: (i) inadequate financial capability or (ii) loss or material degradation of corporate capabilities which are essential to the Project requirements, including without limitation loss or unavailability of the other party's key employees;
 - (c) The insolvency of the other party or the filing by or against the other party of a petition, arrangement, or proceeding seeking an order for relief under the applicable bankruptcy laws, a receivership for any of the assets of the other party, a composition with or assignment for the benefit of creditors, a readjustment of debt, or the dissolution or liquidation of the other party.

8. NOTICES

Any notice or request required or permitted to be given or made under this Agreement shall be in writing and in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, by registered or certified mail, or by facsimile to the party to which it is required or permitted to be given or made at such party's addresses specified below:



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If to Project HOPE:	If to US Virgin Islands Department of Health:
Dr. Wondwossen Asefa Director, Global Health Programs Development Project HOPE, The People-to-People Health Foundation, Inc. 1220 19 th Street, NW, Suite 800 Washington, DC 20036 Email: wasefa@projecthope.org	Justa E. Encarnacion, RN, BSN, MBA/HCM Commissioner & Chief Public Health Officer US Virgin Islands Department of Health 4006 Estate Diamond Ruby, Christiansted St. Croix, US Virgin Islands 340-718-1311 Email: justa.encarnacion@doh.vi.gov

9. MISCELLANEOUS

- 9.1 Assignment. In all events, including without limitation mergers, consolidations and sale or transfer of all or substantially all of its assets, neither party may assign this Agreement, in whole or in part, without the prior written approval of the other party.
- 9.2 Compliance with Laws. In the course of performance hereunder, the parties shall comply with all applicable local, state and federal laws and regulations.
- 9.3 Waiver. Neither party shall be deemed to have waived any right or remedy unless such waiver is made expressly and in a signed writing.
- 9.4 Governing Law. [Reserved]
- 9.5 Severability. Each provision of this Agreement is severable. If one provision is declared void, illegal or unenforceable, the remaining paragraphs shall retain their full force and effect, provided the overall purpose of this Agreement can still be fulfilled in spite of the unenforceability of any provision.
- 9.6 Entire Agreement. The foregoing Articles contain the entire Agreement between the parties which supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of this Agreement. This Agreement may be executed on two counterparts, each of which shall be deemed to be an original, but both of which shall constitute only one agreement. The headings of sections used in this Agreement are for reference purposes only and are not to be used in construing or interpreting same. No change, mutual rescission or termination, modification, alteration, or addition to the terms and conditions of this Agreement shall be binding unless in writing and signed by authorized representatives of both parties. No waiver or consent contracted with respect to one matter or incident shall be construed to operate as a waiver or consent with respect to any different or subsequent matter or incident.
- 9.7 Indemnification. The Lead Applicant agrees to defend, hold harmless, and indemnify the other party, its directors, officers, employees, and agents from and against any and all liability, charges, damages, costs, expenses, claims, investigations, suits, and attorney's fees arising out of or in any way relating to indemnifying party's failure to comply with the requirements of this Agreement.
- The Collaborating Entity agrees, to the extent permitted by US Virgin Islands law, to defend, hold harmless, and indemnify the other party, its directors, officers, employees, and agents from and against any and all liability, charges, damages, costs, expenses, claims, investigations, suits, and attorney's fees arising out of or in any way relating to indemnifying party's failure to comply with the requirements of this Agreement.



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- 9.8 Force Majeure. Neither party shall be liable or responsible in any manner to the other for failure or delay to fulfill any of its obligations under this Agreement when failure or delay is due to fires, strikes, acts of God, legal acts of public authorities, or delays or default caused by public carriers, or for any other cause which cannot be reasonably forecasted or provided against. However, any negligence, including gross negligence, by either party is considered reasonably forecasted for purposes of this section. Such negligence by either party does not exclude liability of that party.
- 9.9 Publicity. Neither party shall use the name, logo, seal, or marks of the other party in any statements, announcements or releases to the press or the public regarding this Agreement or in any way that implies an endorsement without the prior written approval of the other party. Such approval not to be unreasonably withheld.
- 9.10 Survival. Except to the extent that the parties agree in writing to the contrary, the following sections shall survive termination of this Agreement: 4, Use of Proprietary Information; 8, Notices; 9.4; Governing Law; and 9.7, Indemnification.

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