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MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("MOA") is made this 8th day of September, 2025, 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 Division of Personnel (hereinafter referred to as "Government" or "DOP") and the University of the Virgin Islands (hereinafter referred to as "University" or "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to deliver courses for the Virgin Islands Certified Public Manager® Program (CPM), which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the DOP, 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, the DOP recognized the critical need for certification of public sector managers and supervisors, most particularly in enhanced learning and application of the 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, the 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 CPM 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 the United States Virgin Islands (USVI); and

WHEREAS, the University was selected in accordance with 31 V.I.C. § 239(a)(8); and

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

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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 MOA.

2. TERM AND EFFECTIVE DATE

This MOA shall be effective upon the date of execution of this MOA by the Commissioner of the Department of Property and Procurement, and shall terminate on **November 19, 2026**.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay the University a sum not to exceed **One Hundred Forty Thousand Dollars and Zero Cents (\$140,000.00)** for forty (40) participants 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 for 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 N/A (\$ N/A).

5. RECORDS

The University, when applicable, will present documented precise records of time and/or money expended under this MOA.

6. PROFESSIONAL STANDARDS

The University agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

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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 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 or by any other person or entity except upon the written permission of the Government.

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 the University as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of the University of whatsoever nature, including but not limited to unemployment insurance and social security taxes for the University, its servants, agents or independent contractors.

9. ASSIGNMENT

The University 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 the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by the University under this MOA and arising from any cause, except the sole negligence of the 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

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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, the Government will have the right to withhold out of any payment due to the University, such sums as the Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the University 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 the University gives satisfactory assurance to the Government that such claims will be paid by the 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 University. This partial termination shall be effected by delivering to the University a Notice of Partial Termination specifying the extent to which the term and/or duties

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under this MOA are terminated and the date upon which such termination becomes effective. The University 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

The University 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:

GOVERNMENT

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

Cindy L. Richardson
Director
Division of Personnel
No. 3438 Kronprindsens Gade
GERS Building, 3rd Floor
St. Thomas, VI 00802

CONTRACTOR

Safiya George, PhD, APRN-BC, FAAN, FAANP, FNAP
President
University of the Virgin Islands
No. 2 John Brewers Bay
St. Thomas, VI 00802

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22. LICENSURE

The University covenants that it has:

- (c) obtained all of 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.

23. OTHER PROVISIONS

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

24. DEBARMENT CERTIFICATION

By execution of this MOA, the University certifies that it is eligible to receive awards using federally appropriated funds and that it has not been suspended or debarred from entering into agreements with any federal agency. The University shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT". In the event the University or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the University or subcontractor agrees that it shall not be entitled to payment for any work performed under this MOA or any subcontract and that the University or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

25. FALSE CLAIMS

The University 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. NOTICE OF FEDERAL FUNDING

The University acknowledges that this MOA is funded, in whole or in part, by federal funds. The University warrants that it shall not, with respect to this MOA, make or present any claim knowing such claim to be false, fictitious, or fraudulent. The University acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

27. INTELLECTUAL PROPERTY OWNERSHIP

Both the University and the DOP will share the rights, title, and interest in anything created or developed by the University for the DOP under this Agreement ("Work Product") including all

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patents, copyrights, trade secrets, and other proprietary rights. This partnership is conditioned upon full payment of the compensation due the University under this Agreement. The University shall, at no charge to the DOP, execute and aid in the preparation of any papers that the DOP may consider necessary or helpful to obtain or maintain – at the DOP's expense – any patents, copyrights, trademarks, or other proprietary rights.

28. 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

Cindy L. Richardson, Director
Division of Personnel

7/24/2025

Date

Lisa M. Alejandro, Commissioner
Department of Property and Procurement

09/8/2025

Date

President Safiya George (Aug 7, 2025 08:37:49 EDT)

Safiya George, PhD, APRN-BC, FAAN, FAANP, FNAP
President
University of the Virgin Islands

08/07/2025

Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: Date 09/08/2025

PURCHASE ORDER NO. _____

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