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MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made this 10th day of September 2025, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, **Department of Education** on 1834 Kongens Gade, St. Thomas, US Virgin Islands 00802 (hereinafter referred to as "Government") and **The UNIVERSITY OF THE VIRGIN ISLANDS RESEARCH AND TECHNOLOGY PARK**, 64 West Palm Drive, St. Croix, U.S. Virgin Islands, an instrumentality of the Government of the United States Virgin Islands (hereinafter referred to as “RTPark”).

WITNESSETH:

WHEREAS, the Virgin Islands Department of Education, (“VIDE”), pursuant to Title 3 Virgin Islands Code, Chapter 7, Section 96, is required to promote the cause of education, and achieve a high level of general education 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 RTPark pursuant to Title 17 Virgin Islands Code, Chapter 34 § 480, is an autonomous instrumentality of the Government of the United States Virgin Islands which provides support of a research environment which combines resources of the University of the Virgin Islands, the public sector, private industry, and the human and economic resources available in a progressive community; and

WHEREAS, the VIDE recognized the critical need to improve the support of its public-school students and is in need of the services of the RTPark to provide its stakeholders with the knowledge, skills and experience necessary to thrive in a rapidly evolving technology-driven world; and

WHEREAS, the RTPark will implement programming for the VIDE Science, Technology, Engineering, Arts, and Mathematics (STEAM) Innovation Academy’s STEAM Innovation Centers in the St. Thomas/St. John and St. Croix District as described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the Government is authorized to enter into this agreement pursuant to Title 31 Virgin Islands Code, Chapter 23 § 239(a)(8), as it is impractical to obtain competition; and

WHEREAS, the RTPark 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:



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1. SERVICES

The RTPark 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

This MOA shall be effective upon the date of execution of this MOA by the Commissioner of Property and Procurement and shall terminate **two (2) years** thereafter.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay the RTPark a sum not to exceed **Three Hundred Eleven Thousand, Five Hundred Dollars and Zero Cents (\$311,500.00)** in accordance with the provisions set forth in Addendum II (Compensation) and its Attachment A (Budget) 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 Contracts; however, said costs and expenses shall not exceed **Seven Thousand, Two Hundred Dollars and Zero Cents (\$7,200.00)**.

5. RECORDS

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

6. PROFESSIONAL STANDARDS

The RTPark 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.

RTPark is using a pre-existing platform and curriculum to deliver this MOA. RTPark shall retain all rights, title, and interest in and to all curriculum modules, instructional materials, frameworks, and related content developed prior to the execution of this Agreement ("Pre-Existing Content"), including any modifications or enhancements made to such content during the term of this Agreement. All



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modifications to Pre-Existing Content shall be considered derivative works and shall remain the sole property of RTPark. Nothing in this Agreement shall be construed to transfer ownership of RTPark's Pre-Existing Content to VIDE.

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 RTPark 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 the RTPark, its servants, agents or independent contractors.

9. ASSIGNMENT

The shall not subcontract or assign any part of the services under this MOA without the prior written consent of the Government, which consent shall not be unreasonably withheld.

10. INDEMNIFICATION

The RTPark agrees to indemnify, defend and hold harmless the 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 the RTPark under this MOA and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

The RTPark 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



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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 the RTPark, 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. Government will immediately notify the RTPark 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 the RTPark 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; provided however, the Contractor shall be reimbursed for all costs and expenses encumbered or incurred by the RTPark up to the effective date of the 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 RTPark. This partial termination shall be effected by delivering to the RTPark 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 RTPark shall be entitled to receive payment for services provided to the date of termination, and any non-cancellable obligations, including payment for the period of the thirty (30) day notice.



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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 RTPark 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 Sub Base, Suite 4
St. Thomas, U.S. Virgin Islands 00802

Dionne Wells-Heddrington, Ed.D.,
Commissioner
Department of Education
1834 Kongens Gade
St. Thomas, U.S. Virgin Islands 00802

UNIVERSITY OF THE VIRGIN ISLANDS

Eric Sonnier
Executive Director
UVI Research and Technology Park "RTPark"
64 West Palm Drive
Kingshill, VI 00850



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22. LICENSURE

The RTPark covenants that, to the extent applicable, 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, II, III, and Attachment A attached hereto are a part of this MOA and are incorporated herein by reference.

24. DEBARMENT CERTIFICATION

By execution of this MOA, the RTPark 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 RTPark 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 RTPark or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the RTPark or subcontractor agrees that it shall not be entitled to payment for any work performed under this MOA or any subcontract and that the RTPark or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

25. FALSE CLAIMS

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

26. NOTICE OF FEDERAL FUNDING

The RTPark acknowledges that this MOA is funded, in whole or in part, by federal funds. The RTPark 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 RTPark acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

27. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

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



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

GOVERNMENT OF THE VIRGIN ISLANDS

Dionne Wells-Heddrington, Ed.D.
Commissioner
Department of Education

08/21/2025

Date

Lisa M. Alejandro, Commissioner
Department of Property and Procurement

09/10/2025

Date

UVI RESEARCH AND TECHNOLOGY PARK

Eric Sonnier
Executive Director
UVI Research and Technology Park

08/21/2025

Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: Date 09/09/2025

PURCHASE ORDER NO. _____

Contract No. G034DOET25