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MEMORANDUM OF UNDERSTANDING BETWEEN THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION and U.S.V.I. SOCCER FEDERATION INC THROUGH THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 19th day of February, 2026-2025, in the Territory of the Virgin Islands, by and between U.S.V.I. Soccer Federation Inc “USVISF” of 23-1 Bethlehem, Kingshill, St. Croix, U.S. Virgin Islands and Virgin Islands Department of Education of 1834 Kongens Gade St. Thomas, U.S. Virgin Islands 00802 each a “Party” or collectively “Parties,” through the Department of Property and Procurement of 8201 Suite#4 Sub Base, St. Thomas, U.S. Virgin Islands, 00802

WITNESSETH:

WHEREAS, pursuant to Title 3, Section 96 of the Virgin Islands Code, the Virgin Islands Department of Education (VIDE) is responsible for promoting the cause of education, and achieving 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;

WHEREAS, U.S.V.I. Soccer Federation Inc is a 501(C)3 Non-profit organization whose mission is to promote youth and community development through sports; and

WHEREAS, U.S.V.I. Soccer Federation Inc desires to offer partnership with VIDE to construct, install and maintain a Federation Internationale de Football Association (FIFA) Arena 7v7 Mini Soccer Pitch at the St. Croix Educational Complex High School located in the St. Croix School District; and

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 upon the date of execution of this MOU by the Commissioner of the Department of Property and Procurement and shall terminate three (3) years thereafter. The Government in its sole discretion, shall have the option to renew this MOU for a period of two (2) additional one (1) year terms subject to the same terms noted herein, by providing USVISF with sixty (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. USVISF shall cover all costs associated with construction, installation, and maintenance of the FIFA Arena 7v7 Mini Soccer Pitch.

3. RESPONSIBILITIES/ TASKS

3.1 Department of Education shall be responsible for:

During Construction:

- a) Granting USVISF temporary site access and usage rights for construction. *Access for construction purposes shall not exceed six (6) months;*
- b) Designate the exit sub-base area adjacent to the outdoor tennis courts as the construction site.
- c) Support communication with the Virgin Islands Government and relevant stakeholders to facilitate timely project implementation.

Post Construction:

- a) Allow reasonable access to USVISF for maintenance, programming, or official activities with prior coordination through the designated school representative.
- b) VIDE shall retain full jurisdiction over the facility, including the authority to enforce school rules, scheduling, and public access regulations.
- c) VIDE shall perform regular routine maintenance of the mini soccer pitch ("soccer field") utilizing the equipment provided by USVISF.

3.2 U.S.V.I. Soccer Federation Inc.

During Construction:

- a) Securing the necessary permits for construction through the appropriate agencies.
- b) **Fund and manage** all costs related to design, materials, shipping, construction, and installation of the FIFA Arena 7v7 Mini Soccer Pitch (40m x 20m).
- c) **Prepare the site**, including shrubbery removal, grading, and surface finishing.
- d) **Construct a concrete perimeter beam (lip)** around the pitch to ensure proper installation and structural integrity.
- e) **Install a time-lapse monitoring camera** on-site for FIFA's construction progress documentation and reporting.
- f) At the completion of construction, USVISF shall remove all monitoring cameras installed during the construction phase.
- g) **Provide maintenance equipment**, including a field roller, to the school.
- h) **Coordinate construction contractors**, schedule deliveries, and oversee all phases of project execution.



Post Construction:

- i) **Support school and community programming**, including occasional use of the facility for USVISF events, training programs, and competitions in coordination with school administration.
- j) **Ensure insurance coverage and compliance** with FIFA and local safety standards during construction.

PROJECT MONITORING

USVISF shall install and manage a time-lapse monitoring camera as required by FIFA for verification and reporting. The camera will be positioned to document construction progress and shall remain the property of USVISF. The installation shall comply with all privacy and safety standards.

Upon project completion, all time-lapse monitoring cameras installed for verification and reporting purposes must be decommissioned and removed from VIDE premises.

4. DESIGNATED REPRESENTATIVE

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

Department of Education designates:

Bernalyn Tomeau
Director, Division of Sports and Athletics
Department of Education
1834 Kongens Gade
St. Thomas, U.S. Virgin Islands 00802
bernalyn.tomeau@vide.vi
(P) (340)-774-0100, Ext.8092

USVISF Soccer Federation Inc designates:

Yohannes Worede
President
USVISF Soccer Federation Inc
23-1 Bethlehem, Kingshill,
St. Croix U.S.V.I. 00820
(P) (340)-719-9707

Firas Idheileh
Secretary
USVISF Soccer Federation Inc
23-1 Bethlehem, Kingshill,
St. Croix U.S.V.I. 00820
fidheileh@usvisf.com



(P) (340) 719-9707
(C) (340) 626-4606



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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 USVISF 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 USVISF of whatsoever nature, including but not limited to unemployment insurance and social security taxes for USVISF 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

USVISF 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 USVISF under this MOU and arising from any cause, except the sole negligence of Government.

8. GOVERNING LAW

This MOU shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

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.



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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.

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 thirty (30) 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:

GOVERNMENT

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



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

U.S.V.I. SOCCER FEDERATION INC

Yohannes Worede
President
U.S.V.I. Soccer Federation Inc
23-1 Bethlehem, Kingshill
St. Croix U.S.V.I. 00820

16. INSURANCE: USVISF 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 and zero cents (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars and zero cents (\$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.

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.



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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 Hedrington
Dionne Wells Hedrington, Esq. D.
Commissioner of Education

12/31/2025
Date

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

2/19/2026
Date

U.S.V.I. SOCCER FEDERATION INC.

Yohannes Worede
Yohannes Worede
President

12/30/25
Date

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: *Tyler Williams* Date 02/09/2026