

MEMORANDUM OF AGREEMENT BETWEEN
ANDREW IRVIN
AND
COLLEGE OF THE MARSHALL ISLANDS

This Memorandum of Agreement (“MOA”) is entered into in May 2022 by and between Andrew Irvin, registered in Fiji as a sole trader, “Lone Cub”, P.O. Box 11532, Suva, Fiji, and the College of the Marshall Islands (“CMI”), P.O. Box 1258 Majuro, MH 96960. This MOA represents a mutual understanding of the responsibilities of the parties with regard to the activities associated with the production of *Land of Danger* (“the intellectual property”) and associated media henceforth created.

In this MOA, the parties are Andrew Irvin as the party providing creative production services, and CMI.

WHEREAS, CMI’s mission is to provide its community with access to quality higher and further educational services, prioritize student success through engagement in relevant academic, career, and technical education, and be a center for the study of Marshallese culture. It will also provide intellectual resources and facilitate research specific to the needs of the nation;

WHEREAS, through collaboration, the parties are committed to providing opportunities for students of CMI to engage in creative writing, artistic endeavors, and Marshallese media production, publication, licensing, and distribution;

WHEREAS, the parties agree to collaborate in the future development of the intellectual property to supplement the curriculum of the Business Studies, Liberal Arts, and Marshallese Studies programs, as well as other elements of the CMI program as identified in the development process, including integration with necessary Information Technology Services, Financial Affairs and Business Services, and Media Center activities as determined by CMI to be most appropriate to existing departmental activities and requirements.

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this MOA is to delineate the mutual responsibilities that CMI, as primary custodian of the intellectual property, and Andrew Irvin, as advisory support and initial provider of the intellectual property, undertake to ensure compliance with Marshall Islands laws, regulations, and requirements governing the use of the funds, including the initial funds expended by Andrew Irvin to establish the mechanism for producing/distributing *Land of Danger* material, and subsequent funds received by CMI for the sale of *Land of Danger* material.
2. Objectives and Use of Funds. CMI undertakes to use the intellectual property to sustain an ongoing schedule of production and publication involving associated media, supplementing CMI curriculum through the aforementioned programs. CMI shall use any funds generated from the intellectual property only for allowable costs specifically and directly related to the aforementioned objectives.

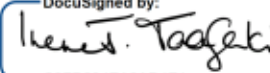
3. Term. This MOA shall be effective from the date of signing. Upon termination of this MOA, services under this MOA shall cease. Andrew Irvin relinquishes any claim to rights/proceeds from *Land of Danger* IP in perpetuity and such will be held by CMI for public use by Marshallese citizens.
4. Financial Management System.
 - a. CMI shall maintain a financial management system in accordance with its existing internal policies and procedures which permits:
 - i. The preparation of reports by CMI as required by law and other applicable regulations;
 - ii. The tracing of funds to a level of expenditure adequate to establish that such funds have been used in compliance with the provisions of this MOA;
 - iii. Accurate, current, and complete disclosure of the financial activities associated with management of the intellectual property;
 - iv. Separate accounts for the funds accrued through sale of material pertaining to the intellectual property;
 - v. A linkage to an e-commerce platform to a CMI subaccount with the *Land of Danger* publications displayed on the sub-page on CMI's website, which preferred e-commerce platform will be selected based upon what the CMI IT/Finance team deems most suitable to integrate with its existing processes.
 - vi. Comparison of actual outlay of funds with budgeted amount of funds;
 - vii. Consistency with all financial administration, program monitoring, performance reporting, and enforcement provisions of Marshall Islands laws and applicable regulations; and
 - viii. Accounting records supported by source documentation.
 - b. Andrew Irvin, by signing this MOA, commits his advisory support to assist CMI in preparation of all financial management system requirements.
5. Required Reports. Andrew Irvin and CMI shall provide the President of CMI the following reports on a periodical basis determined by the President of CMI;
 - a. Financial reports in accordance with the aforementioned laws and regulations.
 - b. As supporting report for any payment requests, a record of creative production activities requiring financial expenditures, supported by invoices, purchase orders, and checks as part of the supporting document. Additional reports or a different reporting frequency as may be requested by written notice from the President of CMI.
 - c. A digital catalogue of creative material produced utilizing the intellectual property within the reporting period.
 - d. All expenses will be reviewed by CMI to insure they are allowable costs such as payments/stipends to students undertaking the writing/illustration/formatting of subsequent issues of *Land of Danger* and any associated material including possible print costs.
 - e. All unspent funds will be retained by CMI.

6. Program Changes. Andrew Irvin shall notify CMI whenever any of the following actions is anticipated:
- revision of the scope or objectives of the project;
 - changes in persons specifically attributed credit for producing creative material utilizing the intellectual property;
 - the contracting out or otherwise obtaining the services of a third party to perform related activities to the purpose of producing creative material utilizing the intellectual property;
 - any revision for purposes other than those stated in this MOA shall not be permitted without written consent of the President of CMI.
7. Assurance of Compliance with Applicable RMI Laws. Andrew Irvin assures CMI that he fully understands the requirements imposed by this MOA. In the implementation of the duties and activities associated with the intellectual property, Andrew Irvin ensures compliance with Marshall Islands laws, including the Financial Management Act, the Procurement Code, and other applicable laws and regulations.
8. Amendments. This MOA may be amended in writing by mutual consent of the parties.
9. Assignment and Subcontract. Any assignment, subcontract, or transfer of this MOA shall be void without the written consent of CMI.
10. Severability. If any provision of this MOA is held invalid, it shall not affect the other provisions of this MOA, which shall remain in full force and effect without such provision; provided that the absence of the provision found to be invalid does not materially affect the rights and obligations of the parties hereto.
11. Fund Lapse. In the event of the termination of this MOA, any funds received by CMI which remain unexpended or unencumbered shall be retained by CMI to be allocated for programmatic development as determined by the President of CMI and the Board of Regents.
12. Termination. This MOA shall remain in full force and effect until terminated by the President of CMI and the Board of Regents; provided, however, such termination or expiration shall not affect or prejudice any rights or liabilities that have accrued to, or been suffered by, any of the parties hereto.



Andrew Irvin

Dated: May 18th, 2022

DocuSigned by:

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Dr. Irene Taafaki, CMI President

Dated: 5/12/2022