

**AGREEMENT
BETWEEN
MARSHALL ISLANDS NATIONAL TELECOMMUNICATIONS AUTHORITY
AND
COLLEGE OF THE MARSHALL ISLANDS**

This Agreement (“Agreement”) is made and entered into in August 2021 by and between Marshall Islands National Telecommunications Authority ("NTA"), P.O. Box 1169, Majuro, MH 96960, and College of Marshall Islands ("CMI"), P.O. Box 1258, Majuro, MH, 96960.

RECITALS

WHEREAS, the Mission of CMI is to provide its community with access to quality higher educational services by prioritizing student success;

WHEREAS, CMI, through collaborations with the NTA, is committed to providing reliable internet and communication access to CMI students, staff, and faculties during normal periods and during periods of pandemic;

WHEREAS, the Batkan area of Rairok on Majuro Atoll is known as a “dead spot” in which CMI students, staff, and faculties residing in the area are unable to obtain reliable internet and communication access;

WHEREAS, for Fiscal Year 2021, CMI has appropriated \$144,331 as a capital contribution for the construction of assets and operation of communication networks in the Batkan area of Rairok on Majuro Atoll;

WHEREAS, NTA, as recipient, is familiar with the terms of and requirements of the grant award and desires to fulfill and facilitate CMI's oversight activities with respect to the grant requirements.

NOW THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to delineate the mutual responsibilities that CMI as primary grantee and NTA as recipient undertake to ensure compliance with Marshall Islands laws, regulations, and requirements governing the use of the funds, including the Financial Management Act ("FMA") and the Procurement Code.

2. Objectives and Use of Funds. NTA undertakes to use the capital contribution grant from CMI to upgrade the telecommunications services in the Batkan area in Rairok. NTA shall use the funds only for allowable costs specifically and directly related to the aforementioned objectives of the grant award as per Schedule Nos. 1, 2, and 3 attached hereto. At completion of

the project, NTA shall award, as a credit applied to CMI's monthly telecommunications cost, the total sum of the capital contribution made by CMI to NTA.

3. Term. This Agreement shall be effective from September 1, 2021 to January 31, 2022. Upon termination of this Agreement, services under this Agreement shall cease.

4. Payment. Subsequent to full execution of this Agreement, the authorized representative of NTA shall deliver a written request for payment to the President of CMI for CMI's approval and disbursement. The required reports stipulated in Section 6 must accompany each payment request from NTA. All payments are considered provisional and subject to receipt and requirements of the grant. NTA may request that an advance be paid by CMI to NTA on execution of this Agreement to commence work.

5. Financial Management System.

a. NTA shall maintain an acceptable financial management system during the term of this Agreement which permits:

i. the preparation of reports by CMI as required by the FMA 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 the grant and the Agreement;

iii. accurate, current, and complete disclosure of the financial activity of the allocated funds;

iv. separate accounts for the grant funds appropriated;

v. comparison of actual outlay of funds with budgeted amount of funds;

vi. consistency with all financial administration, program monitoring, performance reporting, and enforcement provisions of the FMA and other applicable regulations; and

vii. accounting records supported by source documentation.

b. NTA certifies, by signing this Agreement, that it can meet each of these financial management system requirements.

6. Required Reports. CMI and NTA shall provide the President of CMI the following reports within the deadlines noted herein:

a. As supporting report for the initial and subsequent payment requests: duly accomplished standard Federal Grant Report "Form: SF 425" stating the specific budget outcomes for the performance budget period. This report should be consistent with the objectives stated under Section 2 of this Agreement.

b. Additional requirements: All subsequent payment requests after the initial payment requests shall be supported by invoices, POs, and checks as part of the supporting document. Additional reports or a different reporting frequency as maybe requested by written notice from the President of CMI.

c. All expenses will be subject to review by CMI for allowable costs.

d. All unspent funds will be returned to CMI.

7. Audit and Record Retention.

a. NTA shall provide the President of CMI or her duly authorized representative full access to records and financial statements to determine compliance with this Agreement. This access shall encompass the right to examine the audit, directly pertinent books, documents, papers, and records of NTA. Access shall be at a reasonable time with prior written notice.

b. NTA shall indemnify CMI for any deficiency shown by the audit to be the result of improper expenditure of sums granted to NTA under this Agreement.

c. Unless otherwise notified in writing, such books, documents, papers and records shall be retained by NTA for a period of 6 years following the date of submission of the final project or activity report to CMI. If any litigation, claim, negotiation, audit, or other action involving the said documents and records has commenced before the expiration of the 6-year period, the documents and records shall be retained until the completion of the activities and resolution of all issues which arise from it.

8. Procurement. CMI authorizes NTA to use its own procedures for procurement provided they meet the Marshall Islands procurement standards in the Procurement Code.

9. Program or Budget Changes. NTA shall notify CMI whenever any of the following actions is anticipated:

a. revision of the scope or objectives of the project:

b. the need to extend the period of funding availability;

- c. changes in key persons specifically named in the grant award;
- d. the contracting out or otherwise obtaining the services of a third party to perform non-construction related activities that are central to the purpose of the grant award;
- e. any revision that would result in the need for additional funding over and above the original award. Re-allocation of funds for purposes other than stated in the grant award shall not be permitted.

10. Non-compliance. If NTA fails to comply with any term or condition of this Agreement, CMI may take one or more of the following actions

- a. withhold or disallow disbursement of funds for all or part of the activity, or action not in compliance;
- b. wholly or partly suspend or terminate the approved funding; and/or
- c. take any legal course of action as appropriate.

11. Assurance of Compliance with Grant Agreement and Applicable RMI Laws. NTA assures CMI that it fully understands the requirements imposed by this Agreement. In the implementation of the duties and activities associated with expenditures of the fund, NTA ensures compliance with Marshall Islands laws, including the Financial Management Act, the Procurement Code, and other applicable regulations and agreements.

12. Liability and Indemnification. NTA hereby assumes all risk, loss, and damage or injury to third parties arising from or related to the administration or implementation of the activities covered by this Agreement. Each party agrees to indemnify and hold the other harmless for any claims arising out of this Agreement, except for such claims resulting from that particular party's negligence or willful misconduct.

13. Amendments. This Agreement may be amended in writing by mutual consent of the parties.

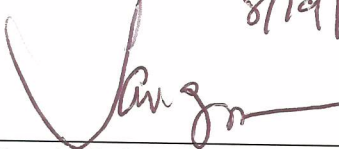
14. Assignment and Subcontract. Any assignment, subcontract, or transfer of this Agreement shall be void without the written consent of CMI.

15. Severability. If any provision of this Agreement is held invalid, it shall not affect the other provisions of this Agreement, which Agreement 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.

17. Fund Lapse. At the end of the term of this Agreement, any funds received by NTA from CMI which remain unexpended or unencumbered shall also be awarded by NTA as a credit applied to CMI's monthly telecommunications cost.

IN WITNESS THEREFORE, the parties have executed this Agreement on the dates indicated below.

Dated: 8/19/2021



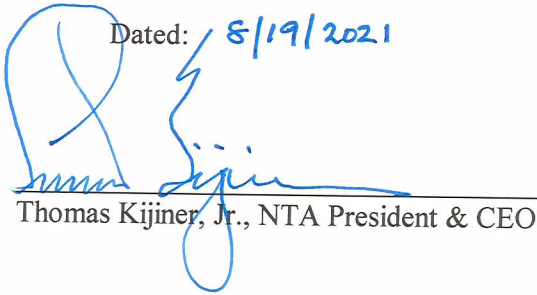
Donald F. Capelle, NTA Chairman, by
James Myazoe, NTA Vice-Chairman

Dated:

Irene Taafaki 8/19/2021
Dr. Irene Taafaki, CMI President


Certified as to CMI Funds Available:

Dated: 8/19/2021



Thomas Kijiner, Jr., NTA President & CEO

Dated:



8/19/2021
Stevenson Kotton, CMI Vice President
Business and Adm. Affairs

Acct No. 6000/5231/05/5317/0000 IT communication

16. Termination. Unless terminated earlier by the President of CMI under Section 10, above, this Agreement shall remain in full force and effect until terminated by mutual consent, or until expiration of the term of this Agreement stated herein; provided, however, such termination or expiration shall not affect or prejudice any rights or liabilities that have accrued to, or suffered by, any of the parties hereto.

17. Fund Lapse. At the end of the term of this Agreement, any funds received by NTA from CMI which remain unexpended or unencumbered shall also be awarded by NTA as a credit applied to CMI's monthly telecommunications cost.

IN WITNESS THEREFORE, the parties have executed this Agreement on the dates indicated below.

Dated:

Dated: 8/19/2021

Donald F. Capelle, Minister of TCIT,
Chairman of NTA, by Casten N. Nemra,
Minister of Foreign Affairs & Trade, Acting
Chairman of NTA

Irene Taafaki
Dr. Irene Taafaki, CMI President

Certified as to CMI Funds Available:

Dated: 8/19/2021
Thomas Kijiner, Jr.
Thomas Kijiner, Jr., NTA President & CEO

Stevenson Kotton
Stevenson Kotton, CMI Vice President
Business and Adm. Affairs

A/C: 0000/5231/05/5317/0000 IT Communication

Schedule Summary

	Description	Budget
Schedule 1	Tower costing	\$ 60,458.00
Schedule 2	Fiber installation	\$ 23,759.60
Schedule 3	GPON rollout	\$ 46,992.00
	Total estimated cost of project	\$ 131,210.00
	10% contingency	\$ 13,121.00
	Total	\$ 144,331.00

Schedule 1

Tower Foundation costing	Cost
Tower foundation - 90 x Cement bag 20kg	\$791.10
Tower Foundation - Lumber	\$1,601.90
Tower foundation - 1 x plywood 1/2"	\$62.95
Tower foundation - 2 x 12D nails	\$26.25
Tower foundation - 1 x 6D nails	\$14.00
Tower foundation - 136 x rebar 3/4"	\$3,257.20
Tower foundation - 33 x rebar 1/2"	\$344.85
Tower foundation - 7 x roll tie wire 3.5 lbs	\$43.40
Tower foundation - 1 x roll plastic 10' x 25'	\$15.85
Installation material - Total	\$6,157.50
Contractor Labor cost	\$4,800.00
Contractor - Per Diem cost - 5 men team - 10 days	\$2,500.00
Labor cost - total	\$7,300.00
Tower cost	17,000.00
Equipment building and power system	30,000.00
Total cost	\$60,457.50

Schedule 2

Fiber Installation Batkan	
Installation Equipment Cost	\$4,459.74
Installation Labor Charge	\$8,800.00
Equipment hourly charge	\$6,000.00
Others	\$4,500.00
Total fiber installation cost	\$23,759.74

Type	Equipments List	Unit Price	QTY	Total
Fiber Cable 48 strand	Corning ALTOS Loose Tube, Gel Free, 48 Fibers SM.	\$0.45	5,690	\$2,560.50
Fiber Housing	Corning Closet Connector Housing 1U Landscape	\$366.60	1	\$366.60
Splice Tray	Splice Tray Aluminum 7 x 4 x .31" Accepts Fusion Splice Sleeves	\$29.35	4	\$117.40
Pigtail Assembly	Pigtail Assembly 6 Fiber -MIC-SC-UPC-SM-3Meter	\$110.00	4	\$440.00
Adaptor/Coupler	Corning Panel SC SM duplex 12 port	\$29.35	4	\$117.40
Patch Cord	Duplex Single mode 8.3/125 Fiber Adapter LC-SC M/F, 0.3M(1 ft)	\$53.71	4	\$214.84
Module	Single Mode SFP 1.25Gbps, 1000 Base-LX/LH, 1310nm, 20km	\$55.17	4	\$220.68
Switch	UniFi Switch US-24-500W, 24 port Manageable	\$912.82	0	\$0.00
Misc 500 feet	Mule tape 3000ft/real 1800lb tension	\$307.94	0.2	\$61.59
Misc 500 feet	Pull Line Bucket 6500 feet	\$52.79	6	\$316.74
Misc	Fiber optic universal cleaner	\$43.99	1	\$43.99
	Total			\$4,459.74

GPON Rollout FTTx					
Item	Quantity	Unit	Description	Price	Total
1	1	each	UF-OLT 8Port	\$ 2,004.45	\$ 2,004.45
2	100	each	UF-WiFi ONLY Wireless Router	\$ 77.58	\$ 7,758.00
3	1	each	UF-MM-10G SFP+ Multimode LC/LC	\$ 44.15	\$ 44.15
4	8	each	UF-GP-B+ SFP Single Mode Fiber SC/UPC	\$ 78.78	\$ 630.24
5	1	each	US-16-XG 16 port XG Switch	\$ 610.41	\$ 610.41
6	1	each	ER-8-XG Infinity Router	\$ 2,026.55	\$ 2,026.55
7	2	each	UOC-5 10B Multi Mode ODN cable 5m LC/LC	\$ 12.39	\$ 24.78
8	5	rl	Corning 002E51-31331-24 Zip cord tight-buffered Cable, Riser, 2Fiber, 2.0mm diameter, Single-mode(OS2)	\$ 211.46	\$ 1,057.30
9	125	each	4 Fiber Wall Mount Termination Box w/2Ports # FOTB-C01	\$ 34.78	\$ 4,347.50
10	12	each	SC/APC to SC/APC simplex single mode fiber adapter #76106 10 Pack	\$ 8.28	\$ 99.36
11	125	each	Item 1,2 port FTTH Fiber Termination Box, wall mount, without adapters	\$ 5.25	\$ 656.25
12	200	each	Corning 95-200-44 Unicam Singlemode SC/APC OS2 Zirconia Connectors, single packs	\$ 19.84	\$ 3,968.00
13	12	each	CFSM-FP1132AA Charles Ind. Splitter 1x32 SC/APC Ruggedized	\$ 585.87	\$ 7,030.44
14	6	each	#CFFP12E 72AAPS Charles Ind. Fiber Flexibility Pedestals	\$ 2,136.00	\$ 12,816.00
			CFFP Patch & Splice 12" diameter with Expanded Capacity	\$ -	\$ -
			Direct buried base, 72 Fiber Bulkhead Count, SC/APC Connectors and Loose Tube Fanouts	\$ -	\$ -
15	6	each	#UMS42-STD 42" Stake	\$ 13.98	\$ 83.88
16	2	rl	Corning SST-Drop Indoor/Outdoor Gel-Free, Toneable, 2F, ClearCumve LBL Single Mode OS2, 5000 ft/rl	\$ 1,917.50	\$ 3,835.00
				\$ -	\$ -
			Subtotal:		\$ 46,992.31

Schedule 3

GPON Rollout FTTx					
Item	Quantity	Unit	Description	Price	Total
1	1	each	UF-OLT 8Port	\$ 2,004.45	\$ 2,004.45
2	100	each	UF-WiFi ONLY Wireless Router	\$ 77.58	\$ 7,758.00
3	1	each	UF-MM-10G SFP+ Multimode LC/LC	\$ 44.15	\$ 44.15
4	8	each	UF-GP-B+ SFP Single Mode Fiber SC/UPC	\$ 78.78	\$ 630.24
5	1	each	US-16-XG 16 port XG Switch	\$ 610.41	\$ 610.41
6	1	each	ER-8-XG Infinity Router	\$ 2,026.55	\$ 2,026.55
7	2	each	UOC-5 10B Multi Mode ODN cable 5m LC/LC	\$ 12.39	\$ 24.78
8	5	rl	Corning 002E51-31331-24 Zip cord tight-buffered	\$ 211.46	\$ 1,057.30
9	125	each	4 Fiber Wall Mount Termination Box w/2Ports # FOTB-C01	\$ 34.78	\$ 4,347.50
10	12	each	SC/APC to SC/APC simplex single mode fiber adapter #76106 10 Pack	\$ 8.28	\$ 99.36
11	125	each	Item 1,2 port FTTH Fiber Termination Box, wall mount, without adapters	\$ 5.25	\$ 656.25
12	200	each	Corning 95-200-44 Unicam Singlemode SC/APC OS2	\$ 19.84	\$ 3,968.00
13	12	each	CFSM-FP1 132AA Charles Ind. Splitter 1x32 SC/APC Ruggedized	\$ 585.87	\$ 7,030.44
14	6	each	#CFFP12E 72AAPS Charles Ind. Fiber Flexibility Pedestals	\$ 2,136.00	\$ 12,816.00
15	6	each	#UMS42-STD 42" Stake	\$ 13.98	\$ 83.88
16	2	rl	Corning SST-Drop Indoor/Outdoor Gel-Free, Toneable, 2F,	\$ 1,917.50	\$ 3,835.00
				Subtotal:	\$ 46,992.31