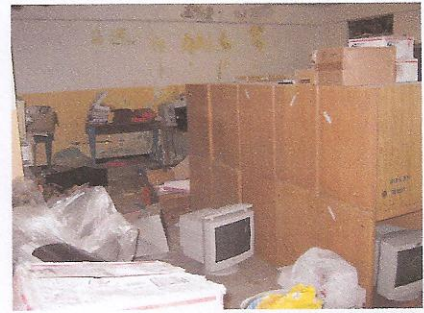


MEMORANDUM OF UNDERSTANDING

Purpose: This Memorandum of Understanding (hereinafter referred to as MOU) provides for the establishment of a Distance Learning Center (hereinafter referred to as DLC) of the College of the Marshall Islands (hereinafter referred to as CMI) at the Queen of Peace Elementary School (hereinafter referred to as QOP) of the Prefecture Apostolic of the Marshall Islands on Ebeye, Kwajelein Atoll.

Terms and Conditions: 1. The QOP will provide CMI with exclusive use of the former computer lab (first floor entrance door on left by the catchment) at the QOP to operate a DLC and will turn the room over to CMI cleared and broom clean.



2. CMI will be responsible thereafter for cleaning and general maintenance of the room.
3. QOP will provide CMI with a key to the Distance Learning Center and CMI will maintain security of the room.
4. CMI will be responsible for supplying all furniture, furnishings and equipment for the DLC.
5. CMI will work with the National Telecommunications Authority (hereinafter referred to as NTA) on connecting QOP to fiber optics and assumes the costs thereof for the final connection from the street and the subsequent cost of fiber optics subscription.
6. CMI will install WiFi to the DLC and the courtyard of QOP as soon as the NTA connects to the DLC with fiber optics.
7. CMI will allow access to its WiFi under the same terms and conditions as CMI students and staff and will install WiFi in QOP library, Rectory, convent and administrative areas.
7. CMI will install air conditioning and lights for its DLC and install a separate electrical meter for the room and be responsible for the costs.
8. CMI may schedule classes at the DLC from 8 am to 6 pm Monday through Friday and from 8 am to 1 pm Saturday according to the CMI school year calendar with a maximum class size of 24 students.
9. CMI will install a 20 station computer lab in a secured room designated by QOP which will be available to CMI, QOP teachers and QOP supervised students according to a mutually agreed upon access schedule. CMI, the Pastor and the QOP Principal will be provided with a key to the computer lab.
10. CMI students may use the QOP courtyard as long as they maintain the decorum established by QOP.
11. CMI will employ a DLC Coordinator to ensure the security of the DLC, assist students with college admissions, financial aid, course registration, effective communications with the principal of QOP and other duties as assigned by CMI.
12. CMI will assist with and make a major contribution toward reconstructing a suitable bathroom to be shared with CMI and QOP.
13. This MOU is effective upon signing by the President of CMI and the Prefect Apostolic of the Marshall Islands and shall remain in effect until either party provides the other with at least two months written notice of intent to terminate with the termination occurring at the end of CMI's then current semester or summer term. All distance learning equipment purchased by CMI shall be retained by CMI and all other furniture, furnishings and equipment purchased by CMI that is at least two years old or more shall be retained by QOP.
14. CMI may make at its expense whatever necessary modifications needed to the room to ensure the safety and security of students and equipment, such as lighting, window security screening, electrical outlets for computers, doors deadbolt locks, etc.
15. CMI will make an annual contribution to QOP of \$ 1,000 for the use of its facilities.
16. This MOU may be modified by addenda with the written consent of both parties.
17. The QOP will not be held responsible for damage to the DLC facility or computer lab in case of accidents, fire, burglary, flood and other forms of disaster.

RB Spalding 11/11/10
President, CMI Date

F. G. Shif Nov. 11/10
Prefect Apostolic Date

[Signature] 11/11/10
Queen of Peace Parish Priest Date