

## MEMORANDUM OF UNDERSTANDING

The American Chamber of Commerce in Guyana and the Lone Star College System District, collectively referred to herein as the "Parties" or individually as "Party," execute this Memorandum of Understanding ("MOU") effective on the date of the last signature.

### RECITALS

**WHEREAS**, the Lone Star College System District (the "College") is a Houston-area higher education institution headquartered at 5000 Research Forest Drive, The Woodlands, Texas 77381; is a political subdivision of the State of Texas; is one of the nation's fastest-growing community colleges; seeks to increase student educational opportunities; and aims to develop global student careers and partner abroad with educational institutions.

**WHEREAS**, the American Chamber of Commerce in Guyana (the "Chamber") is a voluntary, non-profit, membership organization in Georgetown, Guyana.

**WHEREAS**, neither the College nor the Chamber shall have any legal obligation or liability to the other with respect to the matters set forth in this MOU unless and until the parties execute a definitive, legally binding, written contract.

**WHEREAS**, the College and the Chamber desire to enter into this MOU in order to explore a possible working arrangement for a mutually beneficial workforce education partnership to assist with developing the technical skills necessary for employment needs in the country of the Chamber by providing educational development services to the Chamber.

**WHEREAS**, if the College and the Chamber enter into a legally binding agreement, any expenditures by the College will not be funded at taxpayer expense.

The College and the Chamber agree to the following definitions, terms, and conditions:

#### I.

#### DEFINITIONS

- a. The "College" means the Lone Star College System District, a political subdivision of the State of Texas.
- b. The "Chamber" means the American Chamber of Commerce in Guyana.

#### II.

#### PURPOSE

The College and the Chamber agree:

1. The College could convene U.S. based Oil & Gas/Manufacturing related companies to determine workforce needs.
2. The College could design technical labs and training centers and secure equipment for in-country training. This would include providing a Train the Technical Trainer program to assist with developing the instructional staff in-country, as well as providing curriculum to support future training efforts.

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3. If training labs and training centers are already established and equipped for training purposes, the College could provide an in-country Train the Technical Trainer program with future access to curriculum to support future training efforts.
4. The College could provide Train the Technical Trainer in Houston, Texas, USA, for the Chamber trainers and access to curriculum for future training efforts.
5. The Parties can develop any other agreement the parties deem necessary to further their educational partnership.

**III.**  
**TERMS AND CONDITIONS**

- a. **Contract Term:** This MOU's term is for one (1) year from the date of the last signature.
- b. **Termination:** The College or the Chamber may terminate this MOU with 30 days' written notice to the other Party. The College and the Chamber will incur no obligations or liabilities affecting the other Party once that notice is given.
- c. **Cooperation:** The Parties will cooperate in good faith to resolve any disputes.
- d. **Notices:** The Parties will deliver any notices under this MOU by certified mail return receipt requested at the addresses set forth below:

The Chamber	The College
Zulfikar Ally, President American Chamber of Commerce in Guyana Block Alpha, Battery Road, Kingston, Georgetown, Guyana	Office of the Chancellor and Office of the General Counsel Lone Star College 5000 Research Forest Drive The Woodlands, TX 77381

- e. **Nondiscrimination:** The College and the Chamber agree that no citizen of the United States or any other person within the jurisdiction thereof will, on the basis of race, color, national origin, religion, sex, sexual orientation, age, disability, gender, gender identity or expression, veteran, or military-affiliated status, be excluded from participation in, be denied the benefits of, access to or be subjected to discrimination in employment or under any educational program of activity.
- f. **Assignment:** Neither the College nor the Chamber may assign this MOU without the prior written consent from the other. Either the College or the Chamber may withhold consent for any lawful reason.
- g. **Publicity:** Neither the College nor the Chamber may reference this MOU in any advertising to state or imply that the services provided are endorsed or preferred by either the College or the Chamber. Nevertheless, either the College or the Chamber may obtain prior written approval to do so from the other Party. The College and the Chamber may use the other's logos and names for joint events with prior review and approval of the use of the logos and name, in each instance, by the other Party.
- h. **Indemnification:** The College and the Chamber agree that to the extent permitted by the laws and the Constitution of the State of Texas each will be fully responsible for the acts of


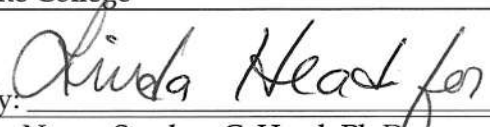
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negligence of their respective trustees, directors, officers, employees and agents in carrying out this MOU's terms and conditions. The College and the Chamber also agree to be fully liable for their own damages resulting from said negligence. Under no circumstances will the College's liability exceed or extend beyond the provisions, limits, and limitations of the laws of the State of Texas.

- i. **No Third-Party Beneficiary:** Nothing herein will be construed as consent by the College, a political subdivision of the State of Texas, to be sued by third parties in any matter arising out of any contract. Subject to provisions herein to the contrary, this MOU will inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors, and permitted assignees.
- j. **Compliance with All Laws:** The College and the Chamber must comply with all applicable federal, state, and local laws and regulations.
- k. **Applicable Law:** This MOU is governed by Texas law. The Parties agree that disputes regarding this MOU are subject to Texas law, and that the venue for any such disputes is in the courts of Montgomery County, Texas. The Parties are responsible for their own attorney fees and costs.
- l. **Relationship and Status:** The Parties are independent and distinct entities. Each Party is expected to maintain its financial viability and independence during this MOU's term. Neither Party will have any right, power, or authority to create any obligation, express or implied, on behalf of the other without such Party's written consent. Each Party should make it clear in all dealings that it is not acting as a principal or agent for the other Party.
- m. **Survival:** All clauses which by their nature should survive the termination of this MOU will survive such termination.
- n. **Amendments:** This MOU may not be modified or amended except in writing and signed by duly-authorized representatives of both Parties.
- o. **Voluntary MOU:** This MOU is entered into voluntarily by the signatories.

IN WITNESS WHEREOF the Parties execute this MOU through the duly-authorized representatives identified below.

American Chamber of Commerce in Guyana	The College
By: 	By: 
Name: Zulfiqar Aliy Title: President	Name: Stephen C. Head, Ph.D. Title: Chancellor
Date: 2021/08/19	Date: 8/19/2021

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