

TECHNOLOGY CONSULTING IN THE GLOBAL COMMUNITY

MEMORANDUM OF UNDERSTANDING

This document serves as a memorandum of understanding (“Memorandum”) between Carnegie Mellon University, Palau FIU and the undersigned Student Consultant.

A. DEFINITIONS

In this Memorandum, unless the context implies otherwise, “Student Consultant” means Laknath Gunathilake who will remotely work with Palau FIU on information and communication technology (“ICT”) issues, as described below. Notwithstanding the use of the “Consulting” or “Consultant” in this Memorandum of Understanding, the Student Consultant will not be performing traditional work-made-for-hire consulting services. Instead the Student Consultant will be offering assistance in deploying ICT solutions in a jointly agreed-upon project where the Student Consultant will have the opportunity to further his educational experience and Palau FIU will have the opportunity to further its respective mission. “Global Partner Organization” refers to Republic of Palau Financial Intelligence Unit. “Global Partner” refers to Hussein Derbai and his designated staff members who will work in collaboration with the Student Consultant. ICT very broadly refers to all things computer-related. “Program” refers to the Carnegie Mellon Technology Consulting in the Global Community Program, directed by the “Program Director” Joe Mertz.

The “Program” entails the Student Consultant working remotely with the Global Partner Organization as described in this Memorandum for a period of 10 weeks beginning in late May or early June, 2021, along with 4 additional weeks of time in order for the Student Consultant to offer transitional assistance for sustaining the developed technical capability and provide a final written report as described in this Memorandum (the “Term”).

B. RESPONSIBILITIES OF STUDENT CONSULTANT

1. PREPARATION OF STUDENT CONSULTANT

Carnegie Mellon will assist the Student Consultant in his preparation to work remotely by providing the opportunity for:

- a) Program preparation: The Student Consultant is required to attend remote workshops at the beginning of the Program and periodically throughout the Program that cover consulting engagement pre-research, the consulting process, expected deliverables, and related topics.
- b) Participation in Program for academic credit: The Student Consultant may choose to use his participation in the Program to fulfill academic credit requirements through supervised independent study. If a Student Consultant wishes to request credit for his experience in the Program, he should make the appropriate arrangements prior to departure with the Program Director.
- c) Taxes and Reporting: The Student Consultant understands and agrees that the Student Consultant is responsible for any and all applicable taxes or other reporting obligations (whether in the U.S. and/or elsewhere) as a result of accepting stipends and/or other in-kind assistance from Palau FIU and/or Carnegie Mellon.

C. RESPONSIBILITIES OF CARNEGIE MELLON

Carnegie Mellon will make information about the Program available to students who express an interest in participating in the Program. Carnegie Mellon shall assist in the selection and placement of the Student Consultant(s) with Palau FIU.

The Program Director or his delegate may remotely meet with the Student Consultant sometime within the first two weeks of his assignment in order to consult with Hussein Derbai and his staff and to help facilitate a good start to the project collaboration between Palau FIU and the Student Consultant. The Program Director may otherwise liaise with the Student Consultant and/or the Global Partner Organization from time to time to monitor progress under the Memorandum.

Carnegie Mellon may in its discretion choose to provide Student Consultant a scholarship to cover and/or defray certain costs incurred by the Student Consultant during the Program, the terms of which shall be in a separate written agreement between the Student Consultant and Carnegie Mellon.

D. RESPONSIBILITIES OF PALAU FIU

1. Before the Student Consultant begins working remotely, Palau FIU will:

a) Provide information as to the types of ICT existing problems and new opportunities they would like to address during the Term.

2. For the duration of the Term, Palau FIU will provide:

- a) A stipend of \$250 / week paid to the Student Consultant.
- b) A responsible executive, either Hussein Derbai or a key staff member that his names, who will remotely meet with Laknath Gunathilake on at least a weekly basis and is able to make decisions regarding how the solution will impact work processes, staff, and budget.
- c) Staff participation with the Student Consultant to complete the scope of work for the project as defined below.
- d) Opportunities to learn about the culture of Palau.

E. PROJECT DESCRIPTION

The Carnegie Mellon Student Consultant is encouraged to use a capacity building approach. This approach seeks to (a) expand the capacity of the Global Partner Organization to use ICT to support its mission; (b) by working in ways that are expected to be sustainable by the Global Partner Organization; and (c) lead to an enhanced vision of how the Global Partner Organization can use ICT to meet its mission.

A typical project is expected to include the following elements:

1. Develop a context analysis, partnership scope of work, and work plan

The Student Consultant would work with the Global Partner Organization to broadly investigate the organizational, programmatic, and technical context in which the problems and opportunities exist. This

information will be used to clarify the issues and distill a scope of work for the project for the collaboration.

Areas of technical concentration

The Student Consultant might offer expertise on a wide variety of ICT topics, including web site design, information systems development, networking, hardware and software configuration, programming, and more. The scope of work for the project will be crafted to take advantage of the relative strengths of the Student Consultant.

2. Implement a collaborative work plan and document outcomes

The collaboration is expected to involve the Student Consultant and the Global Partner Organization working together to implement the scope of work for the project in ways that build sustainable capacity in the Global Partner Organization. The Student Consultant would be expected to document outcomes as they are observed.

3. Provide final report

Student Consultant is encouraged to offer initial transitional assistance via email to Palau FIU regarding the implemented technical capability used in the project for one month after conclusion of the Term. Within one month of concluding the Term, the Student Consultant will provide a final report on the project.

F. ANTICIPATED WORK PLAN AND TIME SCHEDULE

Week 1 Start date to be mutually agreed upon	Project orientation. Complete context analysis, documenting the current state of ICT use in and by the Global Partner Organization; identify outstanding technology problems or new opportunities to use technology to meet the Global Partner Organization's mission.
Week 2	Analyze identified problems and opportunities, generate alternative approaches, anticipate impacts, gauge feasibility, and arrive at a scope of work for the remainder of the Term. On or about week 2, the Program Director or his delegate will meet with and advise the Student Consultant and the Global Partner, and will continue to serve as a resource to Student Consultant.
Weeks 3-10	Perform scope of work, document outcomes. Activity participate in culture exchange activities.
Week 10	Complete on-site scope of work, plan for transition to remote support.
Approximately 10 weeks from arrival date	Student Consultant completes the remote work.
Approximately one month after completion date	Provide follow up initial transitional assistance via e-mail for sustaining new technical capacity; provide final report.

G. INTELLECTUAL PROPERTY

Any and all intellectual property, materials and other work product (including any patents, copyrights, or other intellectual property rights therein) created by Student Consultant under this Memorandum (collectively, "Student Work Product") will be owned by the Student Consultant. However, any pre-existing materials provided by the Global Partner Organization for use in the Project will remain the property of the Global Partner Organization, though Carnegie Mellon and its Student Consultant are hereby granted a license to use such materials for the project. In addition, any intellectual property, materials or other work product jointly created by Student Consultant and one or more employees of the Global Partner Organization (such that they would be joint inventors or joint copyright holders under relevant intellectual property law) will be jointly owned by the Student Consultant and the Global Partner Organization, with each party able to use the jointly-created work without accounting to the other and without the consent of the other.

The undersigned Student Consultant hereby grants to the Global Partner Organization a worldwide, non-exclusive, perpetual, royalty-free right and license to copy, modify, publish, distribute and otherwise use any and all Student Work Product submitted by the Student Consultant under this Memorandum for purposes consistent with the Global Partner Organization's status as a financial intelligence unit.

Each Student Consultant also hereby grants to Carnegie Mellon a perpetual, non-exclusive, worldwide, royalty-free license to publicly perform, publicly display, modify, create derivatives of and otherwise use for academic, educational, administrative or research purposes (a) any and all Student Work Product, and (b) any and all Recordings (as defined in Section K below).

H. WARRANTY

NEITHER CARNEGIE MELLON, THE PROGRAM DIRECTOR, THE STUDENT CONSULTANT, NOR ANY OTHER MEMBER OF THE CARNEGIE MELLON TEAM MAKE ANY WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE WORK TO BE PERFORMED UNDER THIS MEMORANDUM. CARNEGIE MELLON AND STUDENT CONSULTANT(S) SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. NO PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THIS MEMORANDUM.

I. TERMS OF AMENDMENT

This Memorandum shall remain in force through the Term. It may be amended by the exchange of letters mutually executed between the Parties. Such amendments, once approved by the Parties, will become part of the Memorandum.

J. PUBLICATIONS

Carnegie Mellon, the Program Director, and the Student Consultant may publish reports or papers concerning the work performed under this program consistent with academic standards, and will acknowledge Palau FIU as a sponsor.

K. RECORDINGS

Student Consultant and Palau FIU hereby grant Carnegie Mellon (and/or third parties working on its behalf) permission to make audio and/or video recordings of the work performed by them and/or their

participation during the Program (the “Recordings”) and hereby grant Carnegie Mellon the perpetual, irrevocable, worldwide right and license to publish, reproduce, exhibit, distribute, broadcast, sublicense, edit and/or digitize the Recordings in whatever form for Carnegie Mellon’s academic or research purposes relating to the Program and/or for educational or promotional purposes consistent with Carnegie Mellon’s status as a 501(c)(3) non-profit corporation.

L. FORCE MAJEURE

Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather.

M. ENTIRE AGREEMENT

This Memorandum, its attachments and the applicable scope of work constitute the entire agreement between Carnegie Mellon, the undersigned Student Consultant and Palau FIU regarding the subject matter of this Memorandum, superseding any and all prior oral or written understandings. The laws of the Commonwealth of Pennsylvania and the United States of America, without regard to its conflicts of laws provisions, apply to this Memorandum.

N. APPROVAL

Intending to be legally bound, and in consideration of the mutual promises and covenants contained herein, Palau FIU, Carnegie Mellon, and the Student Consultant each hereby agree to the terms and conditions of this Memorandum of Understanding applicable to it/him/her:

Signature: _____ Date: _____
Name: Hussein Derbai
Designation: Senior Intelligence Analyst
On behalf of Republic of Palau Financial Intelligence Unit

Witness Signature: _____ Date: _____
Witness Name: _____
Witness Designation: _____

Signature: _____ Date: _____
Name: Julia Sobol Dzurino
Designation: Manager, Office of Sponsored Programs
On behalf of Carnegie Mellon University

Witness Signature: _____ Date: _____
Witness Name: _____
Witness Designation: _____

By signing below, Student Consultant represents and warrants that his is at least 18 years old.

Signature: _____ Date: _____
Name: Laknath Gunathilake
On his own behalf as Student Consultant
Witness Signature: _____ Date: _____
Witness Name: _____