

## **CONSULTING AGREEMENT**

CONSULTING AGREEMENT effective as of the 1<sup>st</sup> day of August 2011, by and between Marvin Minsky, PhD, an individual with an address at 111 Ivy Street, Brookline, MA 02446 (the "Consultant"), and Enhanced Education (a/k/a J. Epstein Virgin Islands Foundation), 6100 Red Hook Quarter, Suite B-3, St. Thomas, USVI 00802 (the "Foundation").

### **W I T N E S S E T H:**

**WHEREAS**, the Foundation desires to retain the Consultant to render certain services (more fully described below) to the Foundation, and the Consultant is willing to render such services to the Foundation, subject to, upon, and in accordance with, the provisions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the foregoing premise and the mutual covenants contained in this Agreement, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Foundation hereby engages the Consultant, and the Consultant hereby accepts engagement, as a consultant to the Foundation, upon, subject to, and in accordance with, the provisions of this Agreement.

2. Subject to, and in accordance with, the provisions of this Agreement, the Consultant shall serve as a liaison between the Foundation and each of the scientific community, the academic community and the philanthropic community for the purpose of furthering the Foundation's scientific, academic and other philanthropic objectives as communicated from time to time by the Foundation to the Consultant.

3. In connection with serving as the Foundation's liaison, the Consultant shall perform all of the following services:

(a) Seek out, identify, investigate, evaluate and recommend proposals for the Foundation to fund research projects which are compatible with the goals and objectives of the Foundation, as identified from time to time by the Board of Directors and the President of the Foundation, and the Foundation's status as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, as the same may be amended from time to time (the "Code").

(b) Collect curricula vitae from, and compile bibliographies of, the professionals engaged in such projects and distribute such materials to the Board of Directors and the President of the Foundation.

(c) Arrange for and organize informal meetings between the President of the Foundation and such professionals, and formal presentations by such professionals to, among others, the Board of Directors and the President of the Foundation, in each case at such locations as may from time to time be designated by the Board of Directors and/or the President of the Foundation.

(d) Monitor the progress and development of projects funded and proposed to be funded by the Foundation, and report on such progress and development to the Board of Directors and the President of the Foundation.

(e) Organize and conduct at least one scientific conference a year in which there is participation by renowned professionals in the scientific community approved by the Board of Directors and the President of the Foundation and at which there are addressed topics of significant interest in the scientific community that are approved by Board of Directors and the President of the Foundation.

(f) Prepare periodic reports of the Consultant's activities under the provisions of this Agreement at such times specified from time to time by the Board of Directors or the President of the Foundation, but at least every six months during the term hereof, with the first report to be provided not later than January 31, 2012.

(g) Upon reasonable advance notice, be available to the Board of Directors and/or the President of the Foundation to discuss the Consultant's activities under the provisions of this Agreement.

(h) Perform such other services, consistent with foregoing services, as the Board of Directors and/or the President may request from time to time.

4. In consideration of the services performed by the Consultant in accordance with the provisions of this Agreement, the Foundation shall pay the Consultant a fee of \$50,000 (the "Consulting Fee"), said consulting fee to be paid in monthly installments of \$4,166.67 no later than the first day of every month during the term of this Agreement. The Foundation shall also reimburse the Consultant for the Consultant's necessary and reasonable expenses incurred, with the prior written consent of the Foundation, in connection with the Consultant's performance of services under the provisions of this Agreement. The Foundation shall reimburse the Consultant for such expenses within 30 days after receipt of substantiating documentation for such expenses.

5. The term of this Agreement shall commence on August 1, 2011 and shall expire on July 31, 2012, unless sooner terminated as hereinafter provided. This Agreement may be terminated by either party hereto, effective upon twenty (20) business days' prior written notice to the other party hereto whether with or without cause.

6. In performing his obligations hereunder, the Consultant shall at all times act in what he reasonably believes to be in the best interests of the Foundation, in accordance with the highest standards of professional conduct and integrity and in accordance with all applicable federal and state laws, rules and regulations. The Consultant shall not at any time take any action or omit to take any action (to the extent that taking such action is within the scope of the Consultant's responsibilities under the provisions of this Agreement), the effect of which might be to jeopardize the tax exempt status of the Foundation under the Code.

7. Notices. Each notice, document or other communication (a "Notice") to be given under the provisions of this Agreement shall be in writing and shall be delivered in person, by facsimile transmission, first class registered or recorded delivery post or via reputable overnight courier to the party hereto to which it is directed at the address of such party specified below. Any Notice shall be deemed to be duly given at the time when the same is left at the address of the party to be served or (if served by facsimile transmission or overnight courier) the business day immediately following the day of the transmission or delivery to the overnight courier or (if served by post) on the third business day following the day of posting.

Notices to the Consultant shall be sent to:

Marvin Minsky, PhD  
111 Ivy Street  
Brookline, MA 02446  
Facsimile No.: \_\_\_\_\_

Notices to the Foundation shall be sent to:

Enhanced Education  
6100 Red Hook Quarter, Suite B-3  
St. Thomas, USVI 00802  
Facsimile No. 340-775-2528

Either party hereto may change the address or fax number to which Notices shall be sent by giving the other party hereto notice in accordance with the provisions of this paragraph 7.

8. The relationship of the parties hereto shall be that of independent contractors, consultant and client, and no partnership, joint venture or agency relationship shall be deemed to be created hereunder. Neither party hereto may bind the other party hereto in any manner whatsoever, whether in contract or otherwise.

9. If any of the covenants, terms, conditions or provisions of this Agreement are held invalid for any reason, such invalidity shall not affect the other provisions hereof which can be given effect without the invalid provision, as the provisions of this Agreement are intended to be and shall be deemed severable.

10. This Agreement shall be governed by, and construed in accordance with, the laws of the United States Virgin Islands, applicable to contracts executed and to be fully performed therein, without giving effect to its principles of conflicts of law. Each party hereto irrevocably and unconditionally submits to the exclusive jurisdiction of any state or federal court sitting in the St. Thomas, United States Virgin Islands over any suit, action or proceeding arising out of or relating to this Agreement. Each party hereto agrees that service of any process, summons, notice or document by certified mail addressed to the other party hereto shall be effective service of process for any action, suit or proceeding brought in any such court. Each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Each party hereto agrees that a final, non-appealable judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon such party and may be enforced in any other courts to whose jurisdiction such party is or may be subject, by suit upon judgment.

11. This Agreement contains the entire agreement of the parties hereto concerning the subject matter hereof, and supersedes any and all prior agreements, representations, warranties, covenants, terms and conditions between the parties hereto concerning the subject matter hereof, which prior agreements, representations, warranties, covenants, terms and conditions are hereby canceled. This Agreement may only be changed, modified or amended by an agreement in writing, signed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed, effective as of August 1, 2011.

**THE CONSULTANT:**

\_\_\_\_\_  
Marvin Minsky

**THE FOUNDATION:**

**ENHANCED EDUCATION  
a/k/a J. EPSTEIN VIRGIN ISLANDS  
FOUNDATION**

By: \_\_\_\_\_  
Darren Indyke