



AGREEMENT

This agreement made and entered into on the 9th day of November, 2005, by and between the RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK, with offices located at 230 West 41st Street, 7th Floor, New York, NY 10036, on behalf of JOHN JAY COLLEGE OF CRIMINAL JUSTICE (hereinafter "JOHN JAY COLLEGE"), and the MINISTER OF THE INTERIOR AND POLICE AND THE OFFICE OF THE ATTORNEY GENERAL OF THE DOMINICAN REPUBLIC (hereinafter "THE SECOND PARTY").

WHEREAS: The SECOND PARTY requests JOHN JAY COLLEGE to use its academic expertise to support the goals of improving and strengthening the criminal justice system in the Dominican Republic.

WHEREAS: The SECOND PARTY wishes JOHN JAY COLLEGE to provide police officer training and legal staff training, crime data collection and analysis training, as well as assistance for the development of a Criminal Justice Institute and other services as described in Appendix A, which is hereby incorporated by reference into this Agreement. In consideration of the mutual promises and covenants herein contained and intending to be legally bound, we agree as follows:

Section 1. PERIOD OF PERFORMANCE

The term of this Agreement shall be from November 1st, 2005 until October 31st, 2006 unless sooner terminated or extended in accordance with this Agreement. The parties agree to conduct discussions in good faith regarding funding sources for a second year of service which would incorporate follow-up training, guidance on implementation and the development of additional initiatives as set forth in Appendix A.

Section 2. OBLIGATIONS

The SECOND PARTY shall make payments to JOHN JAY COLLEGE for all services provided as stated in Appendix A pursuant to the following schedule:

- i. \$300,000.00 U.S. Dollars due to JOHN JAY COLLEGE on or before December 1st, 2005, to be deposited in a designated Research Foundation account established for this contract.
- ii. \$64,984 U.S. Dollars due to JOHN JAY COLLEGE on or before March 1st, 2006, to be deposited in a Research Foundation account established for this contract.

The SECOND PARTY acknowledges that payments to John Jay College do not reflect implementation costs such as licensing fees, software or the purchase of required equipment.

Section 3. TERMINATION

- i. Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party.
- ii. The SECOND PARTY shall pay JOHN JAY COLLEGE any costs which have been accrued or encumbered up to the actual date of termination and shall not be relieved of the obligation to pay such costs because of termination under this section.

Section 4. PROPRIETARY RIGHTS

The parties agree that all curriculum in any form, including electronic and written, data analysis, and all other materials used for training purposes pursuant to this agreement shall remain the exclusive property of JOHN JAY COLLEGE. Any copyright for materials developed under this grant is the sole and exclusive property of JOHN JAY COLLEGE.

Section 5. INDEMNIFICATION

The SECOND PARTY shall protect, indemnify, and hold JOHN JAY COLLEGE harmless from any and all claims, suits, actions, costs, and damages including, but not limited to attorneys fees in connection with any such matters, to which JOHN JAY COLLEGE may be subjected by reason of injury to person or property, or wrongful death, that may result from any act, omission, carelessness, malpractice, or incompetence of the SECOND PARTY, or anyone employed or engaged by the SECOND PARTY, in connection with the performance of this Agreement. As a condition of this indemnification, JOHN JAY COLLEGE agrees to promptly notify the SECOND PARTY of any indemnified claim.

Section 6. WARRANTIES

Each party warrants and represents to the other that it has full authority to enter into this Agreement. Each party further warrants that it will fully perform its obligations as stated in Appendix A, and that neither has made,

Handwritten signatures and initials are present on the right side of the page, including a large signature at the top, a set of initials in the middle, and another large signature at the bottom.

nor will make, any commitments to others in conflict with or in derogation of such rights or this Agreement.

Section 7. **APPLICABLE LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of New York.

Section 8. **ENTIRE AGREEMENT**

- i. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. All express or implied agreements and understandings, either oral or written, heretofore made, are expressly merged into and made a part of this Agreement. This Agreement may be amended, or any term hereof modified, only by a written instrument executed by authorized representatives of both parties.
- ii. Parties agree that they are independent from each other, and nothing contained in this Agreement shall be construed or implied to create an agency or partnership. Neither party shall have the authority to contract or incur expenses on behalf of the other.

Section 9. **FORCE MAJEURE**

In the event JOHN JAY COLLEGE is prevented from fulfilling any obligation under this contract by strike, natural disaster, act of God, or other occurrence beyond its control, this contract may be voided without liability on the part of JOHN JAY COLLEGE.

Section 10. **NOTICES**

All notices and other communication required or permitted to be given under this Agreement will be effective ten (10) days following deposit in the mail, postage prepaid and addressed to the parties at their respective addresses set forth below unless by such notice a different person or address has been designated:

To: Research Foundation of CUNY
230 West 41st Street, 7th Floor
New York, NY 10036
Attn: Richard F. Rothbard

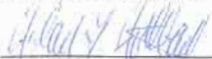
AND

John Jay College of Criminal
Justice
899 Tenth Avenue
New York, NY 10019
Attn: Jeremy Travis

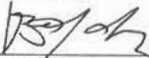
To Second Party: Minister of Interior and Police
Av. Leopoldo Navarro esq. Francia
Edificio Juan Pablo Duarte, 13th Floor
Santo Domingo, Dominican Republic
Attn: Dr. Franklin Almeyda Rancier


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers the day and the year set forth below:

RESEARCH FOUNDATION OF CUNY

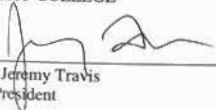
By:  _____
Name: Richard F. Rothbard
Title: President
Date:

DOMINICAN REPUBLIC

By:  _____
Name: Dr. Franklin Almeyda Rancier
Title: Minister of the Interior and Police
Date:

By:  _____
Name: Lcdo. Francisco Dominguez Brito
Title: Attorney General
Date:

JOHN JAY COLLEGE

By:  _____
Name: Jeremy Travis
Title: President
Date: