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AMENDMENT No. 2 OF MEMORANDUM OF UNDERSTANDING

THIS AMENDMENT made as of the 10th day of November, 2021 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands DEPARTMENT OF PROPERTY AND PROCUREMENT, on behalf of the Department of Health (DOH), and the Virgin Islands Port Authority (VIPA) and Royal Caribbean Cruises Ltd. d/b/a Celebrity Cruises Inc. whose address is 1050 Caribbean Way, Miami, Florida 33132 (hereinafter referred to as “Cruise Ship Line and Operator” or “CSL”). Each of the above parties shall be hereinafter referred to as a “Party” and collectively, as the “Parties”.

The Parties witness to being duly authorized to execute this agreement and will attest accordingly when and where necessary.

WITNESSETH

WHEREAS, pursuant to MOU No. G036DOHT21 approved by the Commissioner of Property and Procurement on July 1, 2021, and its Amendment No. 1 G073DOHT21, approved by the Commissioner of Property and Procurement on August 16, 2021 (the “MOU”), the Government, VIPA and CSL entered into the MOU for the purpose of CSL’s compliance with the Centers for Disease Control and Prevention (“CDC”) requirement for a Cruise Operator’s Agreement with Port and Local Health Authorities under the CDC’s Framework for Conditional Sailing Order before the resumption of cruise ship operations in the U.S. Virgin Islands with CSL’s Celebrity Cruises brand in the Virgin Islands; and

WHEREAS, the MOU will remain in effect until the earlier occurrence of one of the following events: (a) the “Conditional Sailing Order” (CSO) is no longer in effect or (b) any Party terminates this MOU by giving the other Parties at least seven (7) days’ notice; and

NOW THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. The MOU, is hereby amended and by deleting the existing Exhibit 3, Cruise Ship Operator Deployment Schedule and replacing it with the new Exhibit 3 – Updated Cruise Ship Operator Deployment Schedule attached hereto as Exhibit A.
2. This Amendment is subject to the approval of the Commissioner of the Department of Property and Procurement and to the appropriation and availability of funds.



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3. Except as expressly amended in this Amendment, all terms of the MOU remain in full force and effect.

4. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this MOU shall be deemed an original and binding upon the Parties hereto.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year first above written.

WITNESSES

VIRGIN ISLANDS PORT AUTHORITY

J. Holder

Carlton E. Dowe
Carlton E. Dowe, Executive Director

11/8/2021
Date

APPROVED AS TO LEGAL SUFFICIENCY
VIRGIN ISLANDS PORT AUTHORITY

BY: Carlton E. Dowe Date: November 8, 2021

WITNESSES

GOVERNMENT OF THE VIRGIN ISLANDS

Dorise A. Dunlop-Harley

Justa E. Encarnacion
Justa E. Encarnacion, Commissioner
Department of Health

11/9/2021
Date

Agdelene A. Francis

Anthony D. Thomas
Anthony D. Thomas, Commissioner
Department of Property & Procurement

11/10/2021
Date

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:

Carol E. McDougal Date 11/10/2021
Assistant Attorney General

MOU No. G008DOHT22

Initials: _____



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**ROYAL CARIBBEAN CRUISES LTD.
D/B/A CELEBRITY CRUISES INC.**

Mr. Richard D. Fain

Name: Richard D. Fain
Title: Chairman & CEO
Date: 11/4/2021

Lisa Lutoff-Perlo

Name: Lisa Lutoff-Perlo
Title: President & CEO, Celebrity Cruises
Date: 11/4/2021

Calvin Johnson

Name: Dr. Calvin Johnson
Title: Chief Medical Officer
Date: 11/4/2021

R. Alexander Lake

Name: R. Alexander Lake
Title: SVP, General Counsel, Chief
Compliance Officer & Corporate Secretary
Date: 11/6/2021

ATTESTATION

I, R. Alexander Lake, SVP, General Counsel, Chief Compliance Officer, and Corporate Secretary for Royal Caribbean Cruises Ltd., hereby attest that the persons signing above on behalf of Royal Caribbean Cruises Ltd. have full and complete authority to bind Royal Caribbean Cruises Ltd. to this Amendment.

11/6/2021

Date

R. Alexander Lake

Name: R. Alexander Lake
Title: SVP, General Counsel, Chief
Compliance Officer, and Corporate



MOU No. G008DOHT22

Initials: _____

Original
Memorandum of
Understanding &
Amendment No. 1



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This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is made this 1st day of ~~June~~^{July}, 2021 (the “Effective Date”), in the Territory of the United States Virgin Islands, by and between the Government of the U.S. Virgin Islands (GVI), the Virgin Islands Department of Health (DOH), the Virgin Islands Port Authority (VIPA), and Royal Caribbean Cruises Ltd. d/b/a Celebrity Cruises Inc. (“Cruise Ship Line and Operator” or “CSL”) through the Department of Property and Procurement. Each of the above parties shall be hereinafter referred to as a “**Party**” and collectively, as the “**Parties**”.

RECITALS

WHEREAS, the DOH is responsible for ensuring healthcare within the Territory of the U.S. Virgin Islands pursuant to Title 3 V.I.C. § 23 and Title 29 V.I.C. § 1;

WHEREAS, VIPA is a public corporation and autonomous instrumentality of the Government of the U.S. Virgin Islands, the powers of which are conferred by statute and include the construction, ownership, and operation of marine terminals, and control of the harbors of the U.S. Virgin Islands, other than control of mooring and anchoring vessels under Title 25, Chap. 16 of the V.I. Code and 29 V.I.C. § 54;

WHEREAS, VIPA is the owner and operator of certain ports, including, in particular, the cruise ship terminal at Crown Bay, St. Thomas, U.S. Virgin Islands and the Ann E. Abramson Marine Facility at Frederiksted, St. Croix, U.S. Virgin Islands (the “Piers” or “VIPA Port Facilities”) each for the docking of cruise ships;

WHEREAS, the CSL, a Liberian corporation with headquarters located in Miami, Florida, is authorized to use the Piers under an Amended and Restated Piers Usage Agreement between VIPA and Royal Caribbean Cruises Ltd. dated as of June 22, 2016, and is entering into this MOU on behalf of its brand Celebrity Cruises;

WHEREAS, following the suspension of cruise ship operations due to the COVID-19 pandemic, the U.S. Department of Health and Human Services (“HHS”) Centers for Disease Control and Prevention (“CDC”) issued the “Order under Sections 361 & 365 of the Public Health Service Act (42 U.S.C. §§ 264, 268) and 42 C.F.R. Part 70 (Interstate) and Part 71 (Foreign): Framework for Conditional Sailing and Initial Phase COVID-19 Testing Requirements for Protection of Crew” (referred to herein as the “Conditional Sailing Order” or “CSO”) on October 30, 2020, as a framework for a phased resumption of cruise ship operations;

WHEREAS, on or about April 2, 2021, the CDC issued further “Technical Instructions for a Cruise Ship Operator’s Agreement with Port and Local Health Authorities under CDC’s Framework for Conditional Sailing Order” and a “Checklist for Port and Local Health Authorities: Cruise Ship Operator Agreements under CDC’s Framework for Conditional Sailing Order (CSO)”, which CSO and associated technical instructions and checklist were later clarified by the CDC via a letter to cruise industry colleagues dated April 28, 2021 (the CSO and later-issued aforementioned CDC technical instructions, checklist, and clarification letter of April 28, 2021 (as may be further modified or updated in writing by the CDC) shall be collectively referred to herein as the “Framework for Conditional Sailing” or “FCS”);



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WHEREAS, the paramount objectives of the FCS include preserving human life; preserving the health and safety of cruise ship crew members, port personnel, and communities; preventing the further introduction, transmission, and spread of COVID-19 into and throughout the United States; preserving the public health and other critical resources of federal, State, and local governments; preserving hospital, healthcare, and emergency response resources within the United States; and maintaining the safety of shipping and harbor conditions;

WHEREAS, the FCS imposes obligations on the CSL, including, without limitation, certain CSL obligations that must be satisfied before the CSL may resume passenger cruises under the CSO (“Conditional Sailing”);

WHEREAS, the FCS, as amended by the April 28, 2021 guidance letter, requires a cruise ship operator to enter into agreements with port and local health authorities where a ship intends to dock or make port during restricted passenger voyages, and that each local agreement include a (1) port component; (2) medical care component; and (3) housing component;

WHEREAS, by agreement of the Parties, the housing and transportation services components are unnecessary for purposes of this MOA, because CSL has committed to transport any COVID-19 positive passengers to the home port, and the health care, housing, and transportation agreements developed for the ship homeports will effectively address the needs of the Parties;

WHEREAS, the GVI and VIPA wish to resume cruise ship operations and have CSL’s vessels utilize the Piers pursuant to the FCS, CDC technical instructions, and/or guidance that may be issued or promulgated in furtherance thereof, any conditional sailing certificate(s) that may be issued by the CDC to the CSL in the future, and this MOU;

WHEREAS, the CSL recognizes that VIPA has control over operations at the cruise ship terminal at Crown Bay, St. Thomas, U. S. Virgin Islands and the Ann E. Abramson Marine Facility, at Frederiksted, St. Croix, U. S. Virgin Islands, which include the embarkation, disembarkation, and berthing at the VIPA Port Facilities;

WHEREAS, the Parties recognize that conditions pertaining to COVID-19 as well as public health rules, requirements, and guidance regarding this virus may change and therefore agree to consider making modifications to this MOU in the future if necessary to implement new procedures, rules, requirements, orders, or guidance; and

WHEREAS, the Parties accordingly desire to enter into this MOU and agree to the terms and conditions set forth herein.

NOW THEREFORE, the Parties agree as follows:

(1) **Incorporation of Recitals.** The above Recitals are incorporated herein and made a part hereof.

(2) **Term.** The term of this MOU (“Term”) shall be from the Effective Date until the
 MOU No. G036DOHT21 4 Initials: _____



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earlier of (a) the CSO is no longer in effect, or (b) any Party terminates this MOU by giving the other Parties at least seven (7) days' notice. Exhibits 1-5 and Annexes A, B, and C attached hereto are a part of this MOU and are incorporated herein by reference. The CSL shall not conduct cruise operations at the Piers after the date of termination without a new agreement in place that satisfies the conditions of the FCS unless same has expired, been rescinded, or is otherwise no longer applicable.

(3) **GVI / DOH / VIPA Obligations.**

3.1 In fulfillment of CDC recommendations, GVI, DOH, and VIPA have provided information to Port employees anticipated to interact with cruise passengers and/or crew regarding the risks of COVID-19 and how to minimize exposure to same.

3.2 GVI, DOH and VIPA shall comply with applicable requirements of the (i) Virgin Islands Cruise Ship Marine Protocol (Exhibit 1), (ii) Virgin Islands Port Authority COVID-19 Protocols for the Return of Cruise Ships at Crown Bay Center and Ann E. Abramson Marine Facility and Cruise Ships when at U.S.V.I. Ports (Exhibit 2), and (iii) FCS obligations imposed on "port authorities" (as that term is defined in the FCS), expressly excluding any FCS obligations imposed on cruise ship operators, any obligations that may be imposed on or relate to port personnel other than GVI/DOH/VIPA employees, and any obligations imposed on any other entity(ies).

(4) **CSL's Obligations.** In conducting simulated (trial) passenger voyages and restricted passenger voyages into the VIPA Port Facilities, the CSL shall at all times, and at its cost comply with all requirements and minimum standards provided in or imposed by (i) the FCS and any further technical requirements or guidance that may be issued by the CDC in connection therewith (as may be amended and/or supplemented by the CDC from time to time) and (ii) this MOU, including all exhibits and annexes attached hereto (other than Exhibit 4, which is attached for informational purposes only and to facilitate the review and approval of same by the CDC; it being understood that the GVI/DOH/VIPA do not approve or disapprove Exhibit 4 and shall not have responsibility hereunder or otherwise to monitor or enforce same). Such CSL obligations shall include, without limitation, each of the following:

4.1 *Virgin Islands Cruise Ship Marine Protocol.* The CSL shall comply with all applicable requirements, protocols, and procedures set forth in the Virgin Islands Cruise Ship Marine Protocol (Exhibit 1) and the Virgin Islands Port Authority COVID-19 Protocols for the Return of Cruise Ships at Crown Bay Center and Ann E. Abramson Marine Facility and Cruise Ships when at U.S.V.I. Ports (Exhibit 2).

4.2 *Required CSL Protocols.* The CSL's Protocols are attached as Exhibit 5 hereto and include CSL embarkation and disembarkation procedures; disembarkation procedures in



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the event of a COVID-19 outbreak; emergency response plan; emergency protocols for exigent circumstances requiring other medical services (non-COVID-19 related); protocols for symptom monitoring of employee port personnel contracted by CSL; an outbreak level cleaning plan; and transportation vehicle cleaning requirements. The protocols included in Exhibit 5 shall comply and conform with applicable requirements of the (i) Virgin Islands Cruise Ship Marine Protocol (Exhibit 1), (ii) the Virgin Islands Port Authority COVID-19 Protocols for the Return of Cruise Ships at Crown Bay Center and Ann E. Abramson Marine Facility and Cruise Ships at U.S.V.I. Ports (Exhibit 2), and (iii) the FCS.

4.3 CDC Approval of Simulated (trial) Passenger Voyages and Restricted Passenger Voyages. Prior to commencing simulated (trial) passenger voyages (if required by the CDC) and restricted passenger voyages, the CSL shall first obtain written approval of such requested voyages from the CDC and transmit a copy of such CDC approval to the VIPA Executive Director;

4.4 Required Dress Rehearsal in Coordination with Port Staff. Prior to returning to service, CSL shall conduct a tabletop exercise with the GVI, DOH, and VIPA Port staff to ensure that all of the Virgin Islands Cruise Ship Marine Protocols and the Virgin Islands Port Authority COVID-19 Protocols for the Return of Cruise Ships at Crown Bay Center and Ann E. Abramson Marine Facility are understood by GVI, DOH, VIPA, and CSL staff and contractors and implemented correctly. CSL will also conduct an on-site “dress rehearsal” for Port personnel to ensure that they understand CSL proposed guest flows and the various touch points of the CSL proposed guest flows.

4.5 Clarification. Notwithstanding and prevailing over any contrary term or implication set forth herein, nothing in this MOU or any approved exhibits or annexes hereto shall be construed to require persons to provide any documentation certifying COVID-19 vaccination or post-infection recovery to gain access to, entry upon, or service from any CSL vessel or business operation in the U.S. Virgin Islands or from any VIPA Port facility or operation, provided the foregoing does not otherwise restrict the CSL, GVI, DOH, or VIPA from instituting screening protocols consistent with authoritative or controlling government-issued guidance to protect public health.

(5) CDC-Required CSL Agreements for Medical and Transportation Services and Housing Facilities. The Transportation, and Housing Components required by the FCS shall be met by existing agreements between CSL and the CSL home port of Port Everglades in Fort Lauderdale, Florida. CSL attests and represents that it has existing, fully executed agreements concerning medical transport, medical care, and housing facilities as required by the CDC and as outline further in this Section 5 and that copies will be made available upon request.

5.1 Annex A – Virgin Islands Cruise Ship Medical & Transport Procedure GVI, DOH, VIPA, and WICO COVID-19 Safety Procedures.



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5.2 Annex B – Medical Care Service Agreements.

5.2.1 A copy of CSL's executed medical care service agreement is attached hereto as Annex B. Upon review of said CSL medical care service agreement, the DOH has determined, in the exercise of its independent judgment, that such agreement makes available enough medical capacity to care for travelers (passengers and crew) if an unanticipated outbreak of COVID-19 occurs on board one or more of CSL's vessels.

5.2.2 In determining the sufficiency of the CSL's contractual medical care service agreement, the Parties have considered and relied upon the following factors: capacity and other restrictions included in CSL Approved Ships and Capacities (Exhibit 3); capacity of primary medical service suppliers contracted by CSL; and redundancy of additional or back-up contracted medical care service suppliers.

5.3 Housing Agreements.

5.3.1 In determining the sufficiency of the CSL's contracted shoreside facilities, the Parties have relied upon the following factors: the capacities of CSL's vessels set forth in Exhibit 3, CSL's voluntary vaccination strategies set forth in Exhibit 4, and CSL's mitigation strategies and protocols set forth in Exhibit 5.

5.3.2 DOH Determination of Sufficiency. Upon review of these CSL housing agreements, the DOH has determined that such agreements make available a sufficient quantity of housing facilities to meet the needs of travelers (passengers and/or crew) on CSL vessels authorized under this MOU until such travelers meet CDC's criteria to discontinue isolation or until the CDC-recommended quarantine period expires.

5.3.3 CSL has developed Housing Isolation and Quarantine Protocols that consider each of the factors set forth in CDC Checklist Housing Component items 1-7 inclusive, which Protocols are attached to the Housing Agreements.

5.4 Financial Responsibility for Agreements Required by CDC. The CSL shall be solely responsible for all costs and expenses arising under any of the medical care, transportation, or housing service agreements, required by the FCS, or any technical requirements or guidance issued by the CDC in connection therewith, or arising from or relating to such similar transportation, medical care, and/or housing services procured or requested by or on behalf of the CSL. All such agreements shall comply with applicable requirements of the FCS.



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(6) **Vaccination Component.**

6.1 The CSL's voluntary proposals regarding how it intends to incorporate vaccination strategies to maximally protect passengers and crew from introduction, amplification, and spread of COVID-19 in the maritime environment and land-based communities, are attached hereto as Exhibit 4. Among other things, such proposals list CSL's vaccination coordinator and include the CSL's voluntary plan and timeline for vaccination of ship crew.

6.2 To facilitate opportunities for voluntary vaccinations of port personnel who are expected to interact with travelers, the VIPA Port Facilities have undertaken to provide information regarding the benefits of vaccinations and the availability thereof.

(7) **Additional Port Procedures Required by the FCS.**

7.1 Required CSL Embarkation and Disembarkation Procedures. During CDC authorized simulated voyages and restricted passenger voyages, the CSL must comply with the CSL embarkation and disembarkation procedures set forth in Exhibit 5 hereto. The CSL embarkation and disembarkation procedures shall comply with the FCS, the Virgin Islands Cruise Ship Marine Protocol (Exhibit 1), the Virgin Islands Port Authority COVID-19 Protocols for the Return of Cruise Ships at Crown Bay Center and Ann E. Abramson Marine Facility and Cruise Ships when at U.S.V.I. Ports (Exhibit 2), and the Annexes, and shall include, among other things, day-of-embarkation and day-of-disembarkation screening procedures for signs and symptoms of COVID-19 and laboratory testing of travelers, including testing location and protocols regarding individuals who test positive and their close contacts.

7.2 Emergency Response Plan. In the event that more than one ship homeporting at VIPA Port Facilities experiences a simultaneous outbreak of COVID-19, or if a moderate or full COVID-19 outbreak occurs on any of CSL's vessels covered under this MOU, the CSL shall at its cost comply with all emergency response plan and outbreak-level cleaning requirements set forth in Exhibits 1, 2, and/or 5 attached hereto, and with any directives, instructions, and/or standard operating procedures issued by VIPA, GVI, DOH, and/or the CDC in response to such outbreak.

7.3 Exigent Circumstances Requiring Other Medical Services. For exigent circumstances not covered by the CSL medical services agreements annexed hereto (e.g., a medical emergency not related to COVID-19), the CSL shall at its costs follow and comply with the applicable non-COVID-19 medical emergency protocols set forth in Exhibit 5 attached hereto, without prejudice to the CSL's right to seek reimbursement of such costs from its customer- or crew-recipient of the service provided, either directly or through its agent or contractor, or to



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pass such costs on to the recipient of the provided service.

7.4 Evacuations at Sea. All medical evacuations at sea must be coordinated by the CSL with the U.S. Coast Guard.

7.5 Disembarkation Procedures in the Event of an Outbreak of COVID-19. In the event of an outbreak of COVID-19 on any CSL vessel operating under this MOU, the CSL will follow and comply with, at its cost, all applicable disembarkation procedures at the home port that apply in the event of an outbreak of COVID-19, included in Exhibit 5 hereto or in the FCS.

7.6 Cruise Terminal, Ship, and Transportation Vehicle Cleaning Procedures and Requirements.

7.6.1 Cruise Terminal Routine Cleaning Requirements. Prior to commencement of passenger embark and debark operations, except at otherwise provided in the event of a COVID-19 outbreak or as otherwise provided herein or in the Virgin Islands Cruise Ship Marine Protocol, the Virgin Islands Port Authority COVID-19 Protocols for the Return of Cruise Ships at Crown Bay Center and Ann E. Abramson Marine Facility and Cruise Ships when at U.S.V.I. Ports, VIPA shall cause each cruise terminal (and any associated bathrooms therein and connected passenger boarding bridges) covered by this MOU, to be cleaned in accordance with the Routine Cleaning Procedures of VIPA's Port Facilities.

7.6.2 Transportation Vehicle Cleaning Requirements. In connection with all transportation vehicles either owned, hired, or maintained by or on behalf of the CSL, or otherwise within the CSL's control, the CSL shall at its costs cause same to be cleaned in accordance with, as applicable, the CSL Transportation Vehicle Cleaning Requirements included in Exhibit 5 and all applicable FCS requirements.

7.7 CDC Reporting Requirements. CSL shall timely comply with all CDC reporting requirements included in the FCS or otherwise required by the CDC.

(8) VIPA, GVI, and DOH Conditional Authorization of Simulated (Trial) Passenger Voyages and Restricted Passenger Voyages.

8.1 Subject to CSL's compliance with all terms, conditions, and requirements hereof and all exhibits and all annexes hereto, expressly including, without limitation the FCS, and subject to the CDC's future issuance of its written approval to CSL to conduct simulated (trial) passenger voyages (if applicable) and restricted passenger voyages into VIPA Port Facilities, VIPA, the GVI, and DOH hereby authorize and approve such simulated (trial) passenger voyages and restricted passenger voyages, to the extent authorized by and in accordance with such contemplated future CDC approval(s), as delineated in the VIPA Port Facilities- and GVI/DOH-approved Exhibit 3 attached. Exhibit 3 identifies each CSL vessel covered by this



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MOU, each vessel's authorized days and hours of operation at the VIPA Port Facilities, each vessel's regular passenger capacity (based on double occupancy) and normal crew size, and each vessel's restricted (maximum allowed) passenger and crew capacities hereunder. Notwithstanding the foregoing, during the term of this MOU, overall VIPA Port Facilities can simultaneously accommodate one cruise ship per berth per day. Subject to berthing availability and obtaining the prior written approval of the VIPA Executive Director, CSL may for good cause seek to switch or modify a previously authorized vessel berth's assigned date and/or time.

8.2 Notwithstanding and prevailing over the foregoing, VIPA, GVI, DOH reserve their respective rights to rescind, reduce, otherwise modify, and/or further condition any approval conferred herein in light of changing circumstances relating to COVID-19 infection rates, the development or spread of variants, the availability or scarcity of local resources needed for the protection of the local community, or otherwise. However, the Parties acknowledge that in the event that a Party suspends or rescinds this MOU, such suspension or rescission shall not deny a cruise ship's ability to make port as approved by the CDC and in accordance with all requirements hereof, if on a voyage that commenced hereunder prior to such suspension or rescission.

(9) **Compliance with Laws.** The Parties shall comply with all applicable laws, regulations, codes, and ordinances established by any applicable governmental authority having jurisdiction over its services or obligations under the MOU including but not limited to Marine Tariffs ("Tariff") approved by the Governing Board of VIPA and any laws, regulations, codes, ordinances, rules, and public health guidelines pertaining to SARS-CoV-2/COVID-19 or other communicable disease, and shall ensure that its employees, agents, contractors, subcontractors (of all tiers), affiliates and guests also comply therewith, including, but not limited to, all applicable training requirements.

(10) **Notices.** Any and all notices, requests, demands and other communications required or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to have been duly given when: (i) delivered by hand; (ii) deposited in the mail by registered or certified mail, return receipt requested; (iii) sent via electronic mail, with a requested read receipt response; or (iv) sent by recognized international overnight courier. No notice shall be effective unless and until received by the recipient.

If to the Virgin Islands Port Authority:

Carlton Dowe, Executive Director
Virgin Islands Port Authority
8074 Lindbergh Bay
P.O. Box 301707
St. Thomas, VI 00803

With a copy to: VIPA General Counsel



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If to CSL:

Royal Caribbean Cruises Ltd.
1050 Caribbean Way
Miami, Florida 33132 Attn:
VP, Port Operations

With a copy to: CSL General Counsel, Fax: (305) 539-0562

If to the Government of the U.S. Virgin Islands:

Anthony D. Thomas, MBA
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas Virgin Islands 00802

Justa E. Encarnacion, RN, BSN, MBA/HCM
Commissioner
Department of Health
3500 Estate Richmond
Christiansted, St. Croix, Virgin Islands 00820

With a copy to: Attorney General of the U.S. Virgin Islands

Denise N. George, Esq.
Attorney General
3438 Krongprindsens Gade
GERS Building, 2nd Floor
St. Thomas Virgin Islands 00802

A Party may change their address or other relevant information by notice in writing to the other Parties as provided above.

(11) **GVI/DOH Retained Rights and Authority.** Notwithstanding and prevailing over any potentially contrary term or implication in this MOU, in order to protect the public's health, safety and welfare, the GVI and DOH each retains and reserves its right and authority to, in its sole discretion: (1) modify, reduce, or limit the number of vessels that can berth at VIPA Port Facilities at one time, the size and/or capacity of cruise vessels that can call at VIPA Port Facilities under the Conditional Sail Order, or otherwise limit cruise operations in the GVI's or DOH's discretion; (2) deny berthing or Port access to a cruise vessel reporting passengers and/or crew onboard who are infected or potentially infected with COVID-19; and/or (3) require that such vessel or vessels, as the case may be, anchor off-Port for purposes of quarantine or to facilitate disembarkations via tenders, as may be



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so directed by VIPA, the U.S. Coast Guard, the Unified Command, the CDC, or local public health agencies. The GVI, DOH, and VIPA shall not be liable for any costs or consequential damages incurred by the CSL, or by third parties, that may arise from the GVI's, DOH's or VIPA's exercise of its discretion hereunder or as a result of any directives or decisions issued by any federal, local or other governmental agency, department, or subdivision.

(12) Governing Law/Jurisdiction/Exclusive Venue. This MOU shall be governed by the laws of the U.S. Virgin Islands without regard for its conflict of laws provision, and venue for any and all disputes, controversy, actions, suits, or claims arising out of this MOU, or seeking relief under and/or to construe same shall lie exclusively in Territory of the U.S. Virgin Islands.

(13) Miscellaneous.

- a) Nothing in this MOU constitutes any Party as the agent, employee, partner or joint venture of the other Party. No Party has the right or authority to bind the other Party, including without limitation the power to incur any liability or expense on behalf of any other Party, without its prior written agreement except as expressly set forth in this MOU.
- b) If any provision of this MOU, or the application of a provision to any person or circumstance, shall be held invalid, the validity or legality of the remainder of this MOU, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected.
- c) This MOU sets forth the understanding between the Parties as to the particular subject matter herein. This MOU is intended to be supplemental to the CSL's existing preferential berthing agreement, as amended, with VIPA. To the extent this MOU conflicts with the CSL's prior or existing berthing rights agreements with VIPA this MOU shall control, providing nothing contained herein shall be construed as nullifying, reducing, or deferring or delaying compliance with any CSL payment, performance, indemnity, or insurance obligation contained in any prior or existing VIPA agreement with CSL.
- d) Except as otherwise provided in this MOU, this MOU can only be changed, modified, or amended by the express written agreement of the Parties.
- e) Except as otherwise provided in this MOU, none of the Parties may, without the written consent of the other, transfer, assign, create an interest in, or deal in any other way with any of its rights or obligations under this MOU.
- f) Any unsatisfied payment or indemnity obligation arising hereunder during the Term hereof shall survive the expiration or early termination of said term.
- g) This MOU may be executed in one or more counterparts, each of which when so



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executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument. This MOU may be signed by facsimile signature, and such facsimile shall have the same legal force and effect as if it were an original.

- h) This MOU has no intended third party beneficiaries and shall not be construed to create any rights in, or grant any cause of action to, any person or entity not a party hereto.
- i) Each Party will work cooperatively in good faith to notify the other Parties hereto of any known or observed incidents of such other Parties' respective non-compliance with the terms of this MOU. Notwithstanding the foregoing, a Party's failure to receive a notice of non-compliance from one or both of the other Parties shall not excuse that Party's non-compliance with any requirement or term hereof.
- j) Each of the persons signing below on behalf of any Party hereby represents and warrants that he or she is signing with full and complete authority to bind the Party on whose behalf of whom he or she is signing, to each and every term of this MOU.
- k) A facsimile, electronic, or digital signature on this Contract shall be deemed an original and shall be binding upon the Parties hereto.
- l) The Parties agree to respect and abide by all federal, state and local laws pertaining to confidentiality with regard to all information and records obtained or reviewed in the course of providing services under this MOU and all federal rules under the Health Insurance Portability and Accountability Act (HIPAA) governing the privacy, security, and use of protected health information.

[Signature page to follow]



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IN WITNESS WHEREOF, the Parties have executed this MOU as of the date written below.

WITNESSES

VIRGIN ISLANDS PORT AUTHORITY

Mariata Hodge

Carlton Dowe

Carlton Dowe, Executive Director
Virgin Islands Port Authority

06/30/2021

Date

APPROVED AS TO LEGAL SUFFICIENCY

BY: Carlton Dowe Date 06/29/21
Print Name:

WITNESSES

GOVERNMENT OF THE VIRGIN ISLANDS

Derece A Dunlop-Harley

Justa E. Encarnacion
Justa E. Encarnacion, Commissioner
Department of Health

6.30.2021
Date

Reginald A. Thomas

Anthony D. Thomas
Anthony D. Thomas, Commissioner
Department of Property and Procurement

7/1/2021
Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: Carol McDonald Date 7/1/2021
Assistant Attorney General



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ROYAL CARIBBEAN CRUISES LTD. D/B/A CELEBRITY CRUISES INC.

DocuSigned by:

Mr. Richard D. Fain

A7E7A5A47460A67

Date:

6/29/2021 | 5:21 PM PDT

DocuSigned by:

Lisa Lutoff-Perlo

B8674FD6EE61486...

Date: 6/29/2021 | 6:57 PM EDT

Name: Richard D. Fain

Name: Lisa Lutoff-Perlo

Title: Chairman & CEO

Title: President and CEO of Royal Caribbean International

DocuSigned by:

Calvin Johnson

08CEE6BF03394DF...

Date:

6/29/2021 | 8:09 PM EDT

DocuSigned by:

R. Alexander Lake

C8A30173AAD441A...

Date: 6/29/2021 | 9:00 PM EDT

Name: Dr. Calvin Johnson

Name: R. Alexander Lake

Title: Chief Medical Officer

Title: SVP, General Counsel, Chief Compliance Officer, and Corporate Secretary

ATTESTATION

I, R. Alexander Lake, SVP, General Counsel, Chief Compliance Officer, and Corporate Secretary for Royal Caribbean Cruises Ltd., hereby attest that the persons signing above on behalf of Royal Caribbean Cruises Ltd. have full and complete authority to bind Royal Caribbean Cruises Ltd. to this MOU.

DocuSigned by:

R. Alexander Lake

C8A30173AAD441A...

Name: R. Alexander Lake

Title: SVP, General Counsel, Chief Compliance Officer, and Corporate Secretary

Date: 6/29/2021 | 9:00 PM EDT



Amendment No. 1



OPCMR

AMENDMENT No. 1 OF MEMORANDUM OF UNDERSTANDING

THIS AMENDMENT made as of the 16th day of August, 2021 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands **DEPARTMENT OF PROPERTY AND PROCUREMENT**, on behalf of the **Department of Health (DOH)**, and the Virgin Islands Port Authority (VIPA), and Royal Caribbean Cruises Ltd. d/b/a Celebrity Cruises Inc., whose address is 1050 Caribbean Way, Miami, Florida 33132 (hereinafter referred to as “Cruise Ship Line and Operator” or “CSL”). Each of the above parties shall be hereinafter referred to as a “**Party**” and collectively, as the “**Parties**”. The Parties witness to being duly authorized to execute this agreement and will attest accordingly when and where necessary.

WITNESSETH

WHEREAS, pursuant to MOU No. **G036DOHT21** approved by the Commissioner of Property and Procurement on **July 1, 2021**, (the “MOU”), the Government of the Virgin Islands, VIPA and CSL entered into the MOU for the purpose of CSL’s compliance with the Centers for Disease Control and Prevention (“CDC”) requirement for a Cruise Operator’s Agreement with Port and Local Health Authorities under the CDC’s Framework for Conditional Sailing Order before the resumption of cruise ship operations in the U.S. Virgin Islands with CSL’s Celebrity Cruises brand in the Virgin Islands; and

WHEREAS, the MOU will remain in effect until the earlier occurrence of one of the following events: (a) the “Conditional Sailing Order” (CSO) is no longer in effect, or (b) any Party terminates the MOU by giving the other Parties at least seven (7) days’ notice.

NOW THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. Paragraph 2 of the MOU is hereby amended to remove the reference to Annex C by deleting all of the existing language and replacing it with new language as follows:

Term. The Term of this MOU (“Term”) shall be from the Effective Date until the earlier of (a) the CSO is no longer in effect, or (b) any Party terminates this MOU by giving the other Parties at least seven (7) days’ notice. Exhibits 1-5 and Annexes A and B attached hereto are a part of this MOU and are incorporated herein by reference. The CSL shall not conduct cruise operations at the Piers after the date of termination without a new agreement in place that satisfies the conditions of the FCS unless same has expired, been rescinded, or is otherwise no longer applicable.



OPCMR

2. The MOU is hereby amended and by deleting the existing Exhibit 1 – Virgin Islands Cruise Ship Marine Protocol and replacing it with the new Exhibit 1 – Updated Virgin Islands Cruise Ship Marine Protocol attached hereto as Exhibit A.
3. Annex B of the MOU is amended by adding the Medical Care Agreement for The Virgin Islands Government Hospitals and Health Facilities Corporation d/b/a Governor Juan F. Luis Hospital & Medical Center dated August 5, 2021, attached hereto as Exhibit B.
4. This Amendment is subject to the approval of the Commissioner of the Department of Property and Procurement.
5. Except as expressly amended in this Amendment, all terms of the MOU remain in full force and effect.
6. A facsimile, electronic or digital signature on this Amendment shall be deemed an original and binding upon the Parties hereto.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year first above written.

WITNESSES

Dorise A Dunlop-Harley

Reginald A. Thomas

GOVERNMENT OF THE VIRGIN ISLANDS

Justa E. Encarnacion
Justa E. Encarnacion, Commissioner
Department of Health

Anthony D. Thomas
Anthony D. Thomas, Commissioner
Department of Property & Procurement

8/13/2021
Date

8/16/2021
Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: Carol P. McDougal Date 8/16/2021
Assistant Attorney General



OPCMR

VIRGIN ISLANDS PORT AUTHORITY

Carlton Dowe

Digitally signed by Carlton Dowe
DN: c=VG, o=Virgin Islands Port
Authority, ou=Executive Director,
email=cdowe@vipa.gov.vi, c=US
Date: 2021.08.13 15:07:25 -0400

Carlton E. Dowe, Executive Director

08/13/21

Date

APPROVED AS TO LEGAL SUFFICIENCY
VIRGIN ISLANDS PORT AUTHORITY BY:

Catherine
Hendry

Digitally signed by Catherine Hendry
DN: cn=Catherine Hendry, o=Virgin
Islands Port Authority, ou,
email=chendry@vipa.gov.vi, c=US
Date: 2021.08.13 15:39:11 -0400

Date: August 13, 2021

**ROYAL CARIBBEAN CRUISES LTD.
D/B/A CELEBRITY CRUISES INC.**

Richard D. Fain

Name: Richard D. Fain

Title: Chairman & CEO

Date: 8/13/2021 | 10:19 AM PDT

Lisa Lutoff-Perlo

Name: Lisa Lutoff-Perlo

Title: President & CEO, Celebrity Cruises

Date: 8/13/2021 | 12:00 PM EDT

Calvin Johnson

Name: Dr. Calvin Johnson

Title: Chief Medical Officer

Date: 8/13/2021 | 12:05 PM EDT

R2

Name: R. Alexander Lake

Title: SVP, General Counsel, Chief

Compliance Officer & Corporate Secretary

Date: 8/13/2021 | 1:19 PM EDT

ATTESTATION

I, R. Alexander Lake, SVP, General Counsel, Chief Compliance Officer, and Corporate Secretary for Royal Caribbean Cruises Ltd., hereby attest that the persons signing above on behalf of Royal Caribbean Cruises Ltd. have full and complete authority to bind Royal Caribbean Cruises Ltd. to this Amendment.



R2
Name: R. Alexander Lake

Title: SVP, General Counsel, Chief

Compliance Officer, and Corporate Secretary

Date: 8/13/2021 | 1:19 PM EDT