

MEMORANDUM OF UNDERSTANDING

Between

The Department of Disaster Management

And

Methodist Church, BVI Circuit

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WHEREAS the Department of Disaster Management (DDM) is a Government Department under the Office of the Deputy Governor and is headed by a Director of Disaster Management;

WHEREAS the policy and strategy of the DDM is administered by the National Disaster Management Council (NDMC), the Chairman of which is the Governor;

WHEREAS it is the overall mission of the DDM to seek to reduce the loss of life and property within the British Virgin Islands by ensuring that adequate preparedness, mitigation response and recovery mechanisms are established to counteract the impact of natural and man-made hazards;

WHEREAS the DDM is guided in its operations by the provisions of the Disaster Management Act, 2003;

WHEREAS the Disaster Management Act, 2003 specifically tasks the Director of Disaster Management with responsibility for liaising with persons and organizations for the purpose of facilitating the harmonization of the policies of such persons and organizations with those of the DDM [Section 6(2)(g)];

And WHEREAS in the execution of its mandate and in accordance with its mission the DDM will collaborate with local, regional and international agencies, organizations and individuals to provide the highest standards of protection for the Territory from hazards and disasters;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

Article 1

Interpretation

1. In this Memorandum of Understanding

“the Church” means the Methodist Church, BVI Circuit;

“MOU” means this Memorandum of Understanding;

“DDM” means the Department of Disaster Management;

"participants" means the two parties signing this MOU.

2. This MOU shall apply subject to such laws and practices of Government as are relevant to the matter in issue.

Article 2

Purpose of MOU

The purpose of this MOU is to describe and delineate the areas of co-operation between the DDM and the Church in accordance with the objectives of both participants, which are:

- a. to promote a spirit of co-operation and understanding in the execution of the Territory's disaster management programme;
- b. to share expertise and skills;
- c. to strengthen the capacity of participants to this MOU to deliver mutually agreed services;
- d. to develop an understanding of the terms, conditions and circumstances under which the infrastructure as well as the human, physical and financial resources of the DDM and the Church may be used in support of each other's objectives; and
- e. to collaborate with third parties in furtherance of mutually agreed objectives.

Article 3

General Areas of Co-operation

1. Within the limits of their resources as well as the laws and practices of Government, the DDM and the Church shall co-operate in any areas that fall within their objectives as are specified in this MOU, or as may be agreed from time to time, which shall include but not limited to those set out in the Annex to this MOU.
2. This MOU shall operate without prejudice to any agreements that may exist between the respective participants and third parties.

Article 4

Respective Responsibilities of the Participants

1. The DDM shall be responsible for replacing, restoring or repairing damage occasioned by the use of any building, facilities or equipment belonging to the Church and for meeting the costs thereof.
2. The Church shall:
 - a. notify the DDM promptly of any changes in circumstances that would make it impossible or difficult to fulfill the terms of this MOU;
 - b. make its best efforts to ensure that the building, equipment and facilities are maintained in proper condition;
 - c. ensure that there is reasonable insurance coverage on the premises (Church/s) listed in the Annex to this MOU;
 - d. ensure that the DDM shall have first call upon the use of the agreed assets or personnel in a time of disaster, crisis or emergency;
 - e. use its best efforts to encourage property stewards of the listed premises to avail themselves of training in shelter management, and related training, which the DDM provides from time to time, and to offer their services as shelter managers.

Article 5

Entry into Force, Amendment and Duration

1. This MOU shall come into effect when representatives of both participants have signed it and may be amended via written consent of the participants by entering into a supplementary MOU or by exchange of letters.
2. This MOU shall be of unlimited duration but may be terminated by either party by giving the other three months' notice in writing.
3. None of the participants, their servants, agents or employees shall be held liable for anything done or omitted to be done in good faith in furtherance or purported furtherance of the objectives of this agreement or any other objectives that may be agreed between the participants.

Annex

Areas of Co-operation

1. The Church will permit the use of the buildings at **Road Town, Carrot Bay, Long Look, North Sound - Virgin Gorda, and Anegada** as emergency shelters for the duration of this agreement with the understanding that arrangements will be reviewed at least every 5 years or at such earlier time as may be necessary.
2. The Church will assist the DDM with the storage and security of relief supplies in accordance with the National Disaster Plan and the National Emergency Welfare and Relief Distribution Plan.
3. The Church will permit the DDM to have access to any records relevant to collaborative activities.
4. The Church will permit designated persons representing the DDM to inspect each building, its facilities and environments from time to time. A reasonable period of notice will be given by the DDM prior to such inspections except in cases of urgency where it is not possible or convenient to give such notice.
5. The Church agrees to take all reasonable steps to be represented at relevant meetings.
6. The Church shall take all reasonable steps to safeguard items not required for use by shelterees during any period of shelter activation.

The foregoing record represents the understanding reached between the Government of the British Virgin Islands and the Methodist Church, BVI Circuit upon the matters referred to therein.

Signed in duplicate at on

For the Methodist Church,
BVI Circuit:

For the Government of
the BVI:

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Representative

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Director, DDM

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Witness

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Witness

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Date

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Date