

# MEMORANDUM OF UNDERSTANDING

Between

**The Department of Disaster Management**

And

**Ministry of Education**

.....

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

"co-operating partner" means the Ministry of Education;

"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 Ministry of Education 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 parties 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 collaborating agency may be used in support of each other's objectives;
- 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 co-operating partners 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 Parties**

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 co-operating partner and responsible for meeting the costs therefore.

2. The co-operating partner shall:
  - a. notify the DDM promptly of any changes in circumstances that would make it impossible or difficult to fulfill the terms of this agreement or anything that may be agreed under 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 adequate insurance coverage;
  - d. ensure that the DDM shall have first call upon the use of the agreed assets or personnel in a time of disaster, crises or emergency;
  - e. use its best efforts to encourage property stewards of the listed premise 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 Ministry of Education will permit the use of the **Leonora Deville Primary School, Enis Adam's Primary School, Willard Wheatley Primary School, Robinson O'Neal Primary School, and Jost Van Dyke Primary**

**School** as emergency shelters for the duration of this agreement. The period shall be not less than 5 years.

2. The Ministry of Education 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 Ministry of Education will permit the DDM to have access to any records relevant to collaborative activities.
4. The Ministry of Education will permit designated persons representing the DDM to inspect the building, its facilities and environs 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 Ministry of Education agrees to take all reasonable steps to be represented at relevant meetings.
6. The Ministry of Education 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 Ministry of Education upon the matters referred to therein.

Signed in duplicate at ..... on .....

For the Ministry of Education:

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

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