

MEMORANDUM OF UNDERSTANDING

Between

The Department of Disaster Management

And

VITV (Virgin Islands Television) Network

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

WHEREAS VITV (Virgin Islands Television) Network is a provider of broadcast services via cable network supplied by carrier BVI Cable TV; and

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

WHEREAS it is the overall mission of the DDM to seek to reduce the loss of life and property within the Territory of the British Virgin Islands attributable to disasters by ensuring that adequate preparedness and mitigation measures and response and recovery mechanisms are established to counteract the impact of natural and technological hazards;

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

- In this Memorandum of Understanding
VITV means **VITV (Virgin Islands Television) Network;**
"MOU" means this Memorandum of Understanding;
"DDM" means the Department of Disaster Management;
"parties" means the two parties signing this MOU.
- 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 VITV in accordance with the objectives of both parties, 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 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 VITV 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 be 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 parties and third parties.

Article 4

Respective Responsibilities of the Parties

VITV 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 any 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;

- c. ensure that no member of staff required for training in preparing for an emergency or in responding to an emergency will lose pay or any other benefits so long as the number of days does not exceed 15 calendar days in any calendar year.

Article 5

Entry into Force, Amendment and Duration

1. This MOU shall enter into force upon signature of representative of the parties and may be amended by the written consent of the parties 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 parties, 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 parties.

Annex

Areas of Cooperation

Hazard Mitigation

- Documentation of the impact of Hazards
- Hazard monitoring
- To reduce the vulnerability of their facilities

Disaster Preparedness

- Public information dissemination
- Education and training
- Simulations and other exercises
- Alert and warning messages
- Attendance at relevant meetings
- Participation in relevant sub-committee activities
- Telecommunications - attendance at meetings

Disaster Impact

- Dissemination of information as it relates to the hazard impact
- Emergency communications
- EOC operations - Emergency Broadcasting Systems

Post Event

- EOC operations - Emergency Broadcasting Systems

Disaster Recovery

- EOC operations - Emergency Broadcasting Systems
- Documentation of the hazard impact

SCHEDULE ONE
LIST OF EQUIPMENT HELD BY VITV FOR NEBS.

QUANTITY	ITEM	DESCRIPTION
4	Antennas ANTRON mod.	AP ½ for channel 5 VHF
1	Potency Divider	1:4 input and N output
1	Accessories:	--
11	Dielectric Cable	7/8 foam
1	Connector	Type ½ for 7/8"
1	Adaptor N Female	--
1	Connector	7/8" for ½
1	Cable tie Kit	--
1	TV Transmitter	Solid State, Synthesize with Digital
--	--	Control Up-converter channel 5-13.
1	2 megabit Futuretel video transmit card	--
1	2 megabit stellar receiver	--
1	Electronica Microwave link Transmitter/Receiver	--
1	Windows 2002 computer workstation for the Futuretel video card	--
1	Flyer Digital work station	--
1	CA TV Agile VHF/UHF Modulators	--
1	Casablanca digital recorder and editor	--

Specific Areas of Cooperation

VITV shall ensure that the DDM equipment listed in Schedule One (which is on loan to them by DDM) is properly inventoried and protected from loss or damage. They shall also:

- Continue to provide live broadcasts from the DDM over the VITV Network (utilizing the DDM microwave system) at such times as agreed upon by both parties.
- Continue to provide any other disaster preparedness material over VITV and allow DDM an EBS access, for necessary tests, at such times agreed upon by both parties at no cost to the DDM.
- Provide a studio to transmitter link (STTL) if the Channel 5 TV Transmitter is to be located anywhere other than at the VITV studio. (DDM will, as part of the NEBS project, purchase a microwave link for the STTL.)
- At all times ensure that the VHF Channel 5 Broadcasting Station is operated in accordance with the terms and conditions of the licence, the provisions of the International Telecommunications Convention, 1947, and the Radio Regulations annexed thereto in so far as they are applicable to the Station.

Name of Organization: VITV Nippon Televison Network Name: Department for Disaster Management

Name of Representative: Davidson Borjan for Chairman, NDMC: J. Uton Gempis

Signature: [Signature] Signature: [Signature]

Date: 20th June, 2003 Date: 20th June, 2003