

MEMORANDUM OF UNDERSTANDING

Between

The Department of Disaster Management

And

RODNEY HERBERT LIMITED (ZROD)

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

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 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;

WHEREAS RODNEY HERBERT LIMITED (ZROD) is licensed to establish, install, work and operate a broadcasting station.

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
"co-operating partner" means [RODNEY HERBERT LIMITED (ZROD)];
"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 [RODNEY HERBERT LIMITED (ZROD)] 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 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 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

1. 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 any building, equipment and facilities are maintained in proper condition;
 - c. ensure that there is adequate insurance coverages;
 - 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. 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.

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

- To reduce the vulnerability of their facilities

Disaster Preparedness

- Public information dissemination
- Education and training
- Simulations and other exercises
- Alert and warning messages
- Regular tests of the National Emergency Broadcast System
- Attendance at relevant meetings
- Participation in relevant sub-committee activities

Disaster Impact

- Dissemination of information as it relates to the hazard impact
- Interruption of regular programming to broadcast emergency messages
- Emergency communications

Post Event

- Interruption of regular programming to broadcast emergency messages

Disaster Recovery

- Interruption of regular programming to broadcast emergency messages

SCHEDULE ONE
LIST OF EQUIPMENT HELD BY RODNEY HERBERT LIMITED
(ZROD) FOR NEBS

QUANTITY	ITEM	DESCRIPTION
1	Gorman Redlich EAS Encoder/Decoder	Unit used to interrupt regular programming to pass emergency messages.

