



Volunteering Hawkes Bay and Hawke's Bay Civil Defence Emergency Management Group

Memorandum of Understanding

PARTIES

Volunteering Hawkes Bay: Volunteering Hawkes Bay's primary service is to help people find suitable volunteer positions with community organisations. We interview new volunteers to determine their motivation and the areas they would like to contribute in, and then match them to a suitable position. Volunteers fulfil a range of roles in an emergency, including community coordination, practical tasks, welfare, logistics, intel services and more, and come from all walks of life. Devoting time to volunteering with Civil Defence can be both rewarding and challenging. Volunteering Hawkes Bay maintains a database of people who are happy to be contacted for assistance in the event of a Civil Defence, or other emergency services.

and

Hawke's Bay Civil Defence Emergency Management Group (CDEM):

Hawke's Bay Civil Defence Emergency Management Group aims for a resilient Hawke's Bay by proactively managing hazards and crisis management services, using the principles of the "4 Rs": "Reduction," "Readiness," "Response," "Recovery."

Background

CDEM and the Volunteer Groups (collectively, the Parties) have agreed to enter this non-binding MOU to further develop their relationship so that the Volunteer Groups may assist CDEM in hazard risk reduction, emergency readiness, response, recovery and resilience.

Purpose

1. This MOU constitutes only a statement of each Party's intentions with respect to the contents of this MOU, and each Party agrees that:
 - a. It does not place any reliance on this Memorandum of Understanding (MOU)
 - b. this MOU does not create a legal relationship or obligations between the parties, nor does it, constitute a legally binding contractual agreement between the Parties or create any obligation binding on any one Party
 - c. this MOU does not create any rights in favour of any Party; and
 - d. this MOU does not impose any commitment or obligation on any Party to do or omit to do anything.

Representatives

1. The Parties' representatives for the purposes of this MOU are as follows:
 - a. For the Volunteer Groups: Leanne Collins, Volunteering Hawkes Bay
 - b. For CDEM: Edaan Lennan, Team Leader Emergency Management Hawke's Bay

The Parties' respective representatives will be responsible for all communications under this MOU. Significant public communication with regards to this MOU and its application will, where possible and appropriate, take place on a 'no surprises' approach and each Party shall approve such communications prior to publication.

Governing Law

This MOU is governed by the laws of New Zealand.

Privacy and Information

1. The Parties will cooperate to ensure that each Party does not cause another Party to breach its privacy obligations under the New Zealand Privacy Act 1993.
2. Information both in writing and orally, essential to effective emergency preparedness and response will be collected and shared among the Parties consistent with the Privacy Act.) No Party shall, without the other Party's prior written consent:
 - a. use any information of the other Party except to fulfil its obligations under this MOU; or
 - b. disclose any information of the other Party to any third party except as necessary to fulfil its obligations under this MOU.
 - c. A Party may disclose Information of the other Party to the extent required by law.
 - d. Schedule Two outlines additional confidentiality obligations for all Parties.

Term

This MOU shall be reviewed and rolled over annually no later than 01 July

Roles and Responsibilities

Schedule One, outlines the roles and responsibilities under this MOU for all Parties.

Review

The Parties (through their representatives) will review this MOU annually, or at such other intervals as otherwise agreed between all the Parties.

Expenses

1. Unless otherwise agreed by the Parties, each Party will pay its own expenses incidental to this MOU.
2. CDEM will not reimburse the Volunteer Groups for any services provided in accordance with or incidental to this MOU.

Dispute Resolution

1. The Parties will always act in a manner that promotes trust and open communication.
2. In the event of a dispute arising in relation to this MOU, CDEM and the Volunteer Group's representatives will enter good faith discussions to resolve the dispute in a reasonable time.

3. Should discussions between CDEM and members of the Volunteer Groups fail to resolve the dispute within five working days after entering such discussions the matter will be referred to the individual Volunteer Groups
4. respective Chairpersons and CDEM's representative for the purposes of reaching a resolution.
5. Notwithstanding the existence of a dispute, the Parties to the dispute will continue to perform their obligations under this MOU.
6. If the Parties are unable to resolve the dispute through their respective Volunteer Groups Chairpersons and the CDEM's representative, then this MOU will be terminated with two weeks' notice.

General

This MOU forms the entire agreement of the Parties on the subject matter. All representations, communications, and prior agreements in relation to the subject matter are merged in and superseded by this MOU.

No variation or amendment of this MOU is binding unless it is agreed in writing between the Parties.

Counterparts

This Agreement may be signed in any number of counterparts all of which, when taken together, constitute one and the same document. A Party may enter this MOU by executing any counterpart.

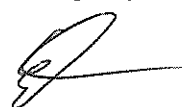
SIGNED for and on behalf of
VOLUNTEERING HAWKES BAY



Name: *LEANNE COLLINS*

Date: *06/09/22*

SIGNED for and on behalf of Hawke's Bay
Civil Defence Emergency Management



Name: *Edan Lenn*

Date: *6/9/22*

Appendix 1 - Roles and Responsibilities

Volunteering Hawkes Bay will:

1. Maintain an emergency volunteering database of persons that can support in an emergency where appropriate and needed.
2. Connect in during non-emergency times with local community groups and support agencies to support a community wide supported response in an emergency.
3. Where appropriate, promote hazard risk reduction, emergency readiness, response, recovery, and resilience by CDEM to the community.
4. Share information from CDEM during and after an emergency with the community in an affected area.
5. Encourage through the respective Volunteer Groups to contribute to any community led response in an affected area, especially in isolated communities
6. Support a coordinated community led response in an emergency working alongside other community organisations and community response groups in an affected area.
7. Seek financial or other assistance through the Volunteer Groups.
8. Contribute resources to support disaster relief efforts in a significant emergency event.
9. Consider requests for other additional assistance on a case-by-case basis e.g., coordination of a welfare response or help in community recovery.
10. Keep CDEM updated of the person(s) in the Group Emergency Coordination Centre's Volunteer Coordination roles.
11. Maintain a call centre functionality for use during an emergency.
12. Maintain a list of up to 100 police checked volunteers to fulfil various emergency volunteering roles: and
13. Provide an appropriately qualified volunteer manager who reports to the Operations Manager in the GECC during a Civil Emergency.

HBCDEM will:

1. Notify the Volunteer Group when support is required during an emergency.
2. Provide emergency readiness, response, recovery and resilience material to the representative to distribute to the organisation.
3. Communicate to the wider community when the Volunteer Groups host community events or activities that encourage neighbour-to-neighbour connections and emergency preparedness.
4. Connect the Volunteer Groups to other existing community resilience networks.
5. Provide financial reimbursement to Volunteering Hawkes Bay for the police checking of up to 100 volunteers on a first right of refusal basis.
6. Provides financial reimbursement to Volunteering Hawkes Bay for the provision of a call centre capability during an emergency.

Appendix 2 - Confidentiality

1. The Parties agree that all information (without limitation, the terms of the MOU), communicated to one party (a Recipient Party) by another party (a Disclosing Party), whether before or after the date of this MOU:
 - a. will always remain property of the Disclosing Party.
 - b. is strictly confidential.
 - c. will be kept strictly confidential.
 - d. will be used by a Recipient Party only for the purposes of this MOU.

A Recipient Party will:

2. Use adequate measures to ensure the Disclosing Party's Confidential Information under its control cannot be accessed or used by an unauthorised person, including as a minimum, using the same measures as a Recipient Party uses to protect the Recipient Party's own confidential information, but in any event using not less than reasonable security measures; and
3. Immediately inform the Disclosing Party if a Recipient Party knows or believes an unauthorised person has possession of access to or use of the Disclosing Party's Confidential Information and take all reasonable steps to prevent or stop the unauthorised use and to prevent or stop that person from having possession of or access to the Disclosing Party's Confidential Information.
4. Confidential Information will not be disclosed by a Recipient Party to any third party without the prior written consent of the Disclosing Party other than:
 - a. as contemplated by this MOU.
 - b. as required by law, in which case a Recipient Party will:
 - i. immediately give the Disclosing Party notice of the requirement to disclose (including the nature of the information required and any time frame a Recipient Party has to provide the information) so that the Disclosing Party may decide whether to seek an order preventing disclosure or any other protective remedy or waive compliance with the terms of this Agreement.
 - ii. take all steps reasonably requested by the Disclosing Party to prevent disclosure.
 - iii. only disclose the part of the Confidential Information that is legally required; and
 - iv. use reasonable endeavours to obtain confirmation that the Confidential Information disclosed will remain confidential.
 - c. to its officers, employees, and professional advisors (Representatives), but only on a strictly need to know basis and only for the purpose for which the Confidential Information was disclosed to a Recipient Party; or
 - d. if the Confidential Information has become public other than through breach of an obligation by a Recipient Party.
 - e. Confidential Information will be returned (together with any copies) to the Disclosing Party on request.
 - f. Representatives Comply: A Recipient Party Will ensure that all its Representatives who receive Confidential Information comply with the provisions of this agreement as if they were a Recipient Party.