

MUTUAL AID AGREEMENT FOR THE CARIBBEAN HERITAGE EMERGENCY NETWORK (CHEN)

This Mutual Aid Agreement ("Agreement") is made and entered into by and between the undersigned libraries, archives, museums, and related heritage organizations in the Caribbean Region, whose directors or chief executives have signed this Agreement ("Parties") and is effective on[date]

The Agreement serves as a framework in which to share expertise, experience and mutual assistance efforts with the goal of mitigating damages that could occur in the face of a disaster, and thereby impact the operations of the Parties or a specific Party.

Nothing in this Agreement will be deemed to create a contract, legal agreement, employment relationship, partnership (or fiduciary relationship) among the Parties. No party to this Agreement shall be liable for any action spoken, written or taken.

RECITALS

WHEREAS, the Parties are libraries, archives, museums, and related heritage organizations located in the Caribbean Region;

WHEREAS, each Party has identified disaster recovery personnel or a designated volunteer, all of whom have authority to perform disaster recovery services to the respective agency or institution by which they are employed or retained as a volunteer;

WHEREAS, the Parties agree that it is not economical for any individual Party to purchase, store, and maintain all of the supplies and equipment that would be needed to cope with a major disaster; and

WHEREAS, each Party desires to provide to, and receive from, the other Parties' disaster recovery assistance through participation in the Caribbean Heritage Emergency Network (CHEN) in the circumstances described in this Agreement; and

WHEREAS, it is agreed that mutual disaster recovery assistance would be beneficial to all Parties hereto:

NOW THEREFORE, it is agreed as follows:

Governance. The Network is governed by a Steering Committee. Each Party will nominate one member to the Steering Committee. Appointment of the Steering Committee members shall take place by the Executive Committee of the Caribbean Branch of the International Council on Archives (CARBICA). A Party may change its nominated Steering Committee member at any time upon written notice to the other Parties and the CARBICA Board. The Steering Committee will be responsible for general administration of Network policies and programs. It will also be responsible for operational decisions regarding the Network, including:

- 1) Determining the amount and the date by which future membership fees must be paid;
- 2) Deciding how to utilize the Network's membership fees or in kind contributions by the Parties;
- 3) Obtaining and monitoring the level of disaster recovery supplies purchased by the Network via the Parties' membership fees; and
- 4) Determining the level of aid, assistance, and supplies to be provided to non-members if such aid is requested.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by their authorized representative.

Institution: _____

Representative: _____

Date: _____