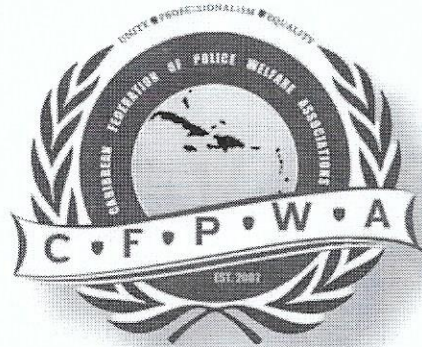


CARIBBEAN FEDERATION OF POLICE WELFARE ASSOCIATIONS



Caribbean Federation of Police Welfare Associations & Member States

Memorandum of Understanding (MOU)

Effective 12th May 2022

CFPWA Executive Committee

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CARIBBEAN FEDERATION OF POLICE WELFARE ASSOCIATIONS

MEMORANDUM OF UNDERSTANDING

1. INTRODUCTION

In Furtherance to the memorandum of understanding (MOU) signed in Nassau, Bahamas between Police Staff Associations, Police Federations and Police Welfare Association from ten (10) countries dated the 25th day of May in the year two thousand and seven; to organise themselves and to establish the constitution of the Caribbean Federation of Police Welfare Associations (CFPWA).

The parties agreed to formulate its objectives and rules subsequent to the signing of said agreement in relations to the CFPWA's structure, membership, funding, voting and other matters to affect and the effective management of the CFPWA. This was to be effected by May 31, 2008. Since then the CFPWA has since established its Governing Constitution, Mission and a Vision has been outlined.

The CFPWA has grown beyond the scope then outlined as well as in membership. A lot has changed since the May 25, 2007 and the relevance of an effective CFPWA has also grown and has solidified the need for a more organised and proactive body.

As such it is necessary for us to have in place an effective and current Memorandum of Understanding that has a more impactful reach, so as to achieve our goals.

This Memorandum of Understanding is made and entered into on this 12th day of May in the year two thousand and twenty-two, between the Caribbean Federation of Police Welfare Associations, hereinafter referred to as "CFPWA, FEDERATIONS", and the Police Staff Associations, Police Federations and Police Welfare Association, hereinafter referred to as "MEMBER STATE(S)".

2. PURPOSE

It is the intent and purpose of this Memorandum to ensure sound and mutually beneficial working relations between the parties hereto. Unless otherwise provided herein. This Memorandum will act a guide, setting guidelines and parameters for the membership.

3. REGONITION

The MEMBER STATES agrees to recognize the CFPWA as the majority representative body at the Regional and International Level, acting as an umbrella arm for the all MEMBER STATES, and agrees to meet and confer with the CFPWA in all matters relating to the Welfare of its membership as it relates to hours and other terms and conditions of employment.

4. RIGHTS

A. CFPWA RIGHTS INCLUDE

Except as otherwise provided in this Agreement, the rights of the CFPWA include, but are not limited to that set out in the Constitution, the exclusive right to determine the mission of the CFPWA, direct its employees; take disciplinary action against members who are in breach of the Constitution and or MOUs; maintain the efficiency of governance of the CFPWA; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work, including contracting of specified services.

Nothing contained within this article is intended to, in any way, supersede or infringe upon the rights of the MEMBER STATE(S) Laws, Bylaws, Constitutions or Policy governing such organisation.

The CFPWA cannot and will not issue press release(s) or statement(s) unless invited to do so by the MEMBER STATE(S), unless the extreme circumstances is of natural disaster and communication cannot be made with the representative from the MEMBER STATE(S).

The CFPWA must be invited to participate of speak on local issues affecting the MEMBER STATE(S).

The CFPWA reserves the right to request information of MEMBER STATE(S) Executive Committee and or Board that governs their affairs.

Holding MEMBER STATE(S) accountable for their actions and can suspend members who are in breach of the rules governing the CFPWA.

B. MEMBER STATE RIGHTS INCLUDE

The MEMBER STATE(S) right to represent their members at the local level with regard to wages, hours and working conditions or other matters within the scope of representation or their Laws, Constitutions, By-laws and or Policies.

The right to be given reasonable written notice of any proposed rule, resolution, regulation or amendment thereto relating to matters of the CFPWA or the Constitution.

Representatives from the MEMBER STATE(S) shall be free to participate in CFPWA activities without interference, intimidation or discrimination, in accordance with the CFPWA Constitutions and or MOUs.

MEMBER STATE(S) has the right to manage their local affairs without interference from the CFPWA.

Has the right to vote in the Elections of the CFPWA as outlined in the Constitution.

5. RESPONSIBILITIES OF THE PARTIES

Parties (CFPWA and MEMBER STATE) understand that each should be able to fulfill its responsibilities under this Memorandum of Understanding (MOU) in accordance with the provisions of law and regulation that govern their individual activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time any Parties are unable to perform their functions under this MOU consistent with such Parties statutory and regulatory mandates, the affected Parties shall immediately provide written notice to the others seeking a mutually agreed upon resolution.

6. CFPWA WILL PROVIDE:

1. Administration and oversight of the activities of the MEMBER STATE(S).
2. Technical and strategic advice to the MEMBER STATE(S).
3. Timely update and information relative to the business of the CFPWA.
4. Annual Financial Reports on the Treasury of the CFPWA.
5. Whatever support required by the constitution to the MEMBER STATE(S).
6. Coordination and support in time of emergencies and or natural disasters.
7. Guidance and training for newly elected committee members of MEMBER STATE(S).

8. Representation at the Association of Caribbean Commissioner of Police (ACCP) and CARICOM as well as with stakeholders.
9. Provide funding for the MEMBER STATE(S) to register the CFPWA in country.

7. **MEMBER STATE(S) WILL PROVIDE:**

1. Timely update as to matters of importance that is affecting MEMBER STATE(S).
2. Technical advice and support to other MEMBER STATE(S) from time to time on matters of which the MEMBER STATE(S) is so verse or knowledgeable thereof.
3. Information of elections date and change of Executive Committee.
4. Representatives to represent the MEMBER STATE(S) at meeting.
5. Representatives to sit on Committees establish from to time by the CFPWA.
6. Hosting for the Annual General Meetings (AGM) and the Intercessional Meetings.
7. Meeting rooms, ground transportation, snacks and refreshment for participants at Annual General Meetings and the Intercessional being hosted by the MEMBER STATE(S).
8. Support for CFPWA Executive Member(s) residing in MEMBER STATE(S) in the performance of their official duties.
9. Provide financial assistance for CFPWA Executive Member(s) residing in MEMBER STATE(S) to travel on official business.
10. Use MEMBER STATE(S) mailing address for the purpose of registering the CFPWA in country.

8. **DUES AND FEES**

(A) Membership fee becomes due at the First day of May every year.

(B) Payment of a membership fee in the sum of US\$500.00 annually, either through WIRE Transfer, Direct Deposit or Cash to the Treasurer or his/her designate at Conference.

(C) Conference and Intercessional Meetings shall require a registration fee of US\$200.00 per MEMBER STATE(S); this is to be given the host country to offset the cost of hosting.

9. HOSTING OF AGMS AND INTERCESSIONAL MEETINGS

(A) General Meetings and Intercessional Meetings shall be hosted by a MEMBER STATE(S) annually.

- i. At the end of each AGM with the current host country removed from the draw system, a member present shall be asked to select the country that will host the Intercessional Meeting and the next AGM. The selected MEMBER STATE(S) must host such meeting and is removed until all the MEMBER STATE(S) has hosted.
- ii. The General Secretary of the CFPWA shall be the person responsible for planning and execution of these meetings and shall be assisted by the elected host MEMBER STATE(S) to ensure the success of these meetings.
 - a. In the event of natural disaster and the elected MEMBER STATE(S) cannot host, there shall be a meeting of the Chairpersons to elect a host.
- iii. The MEMBER STATE(S) shall fund the expenses of the elected CFPWA Executive member(s) residing in such state(s) to attend these meetings.

10. TERMINATION PROVISIONS

Notification of termination shall be given to all Parties at least thirty (30) days prior to the intended date of termination. All Financial obligations should be finalized with the CFPWA prior to your terminations or withdrawal from the CPFWA.

11. EXTENSION

Parties to this MOU may extend the MOU for a specified time. Any notification of extension must be by mutual agreement and must be in writing. Notification of intention to extend the MOU must be given at least thirty (30) days prior to the expiration of the MOU. Any extension of or amendment to this Memorandum will be pursuant to the terms stated herein.

Parties agree to review this MOU every five (5) years and provide written suggestions as to recommended changes, clarifications, deletions or additions. An addendum signed by the authorized representatives of the Parties shall be sufficient to modify the MOU.

12. AMENDMENT

This Memorandum shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto at an Annual General Meeting or Intersessional.

13. NOTICE OF FAILURE TO PERFORM

If any of the Parties to this MOU, are dissatisfied with the performance of any of the obligations imposed on the other Parties under the terms of this Memorandum, the dissatisfied Parties shall give written notice to the non-performing Parties of the duties which the dissatisfied parties believe have not been performed. The non-performing Parties shall have fifteen (15) days in which to correct any failure to perform the duties so specified or to communicate with the dissatisfied Parties to resolve any disagreement between the Parties.

14. SCOPE OF AGREEMENT

This MOU incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this MOU. No prior agreement or understandings verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOU.

15. FUNDS ACCOUNTABILITY AND ACCOUNTING

The CFPWA shall maintain accounts bearing the name Caribbean Federation of Police Welfare Associations. All contributions and members' dues shall be kept in such account for the management of the CFPWA. Such funds must be properly accounted for at every AGM and Intersessional.

16. LIABILITY

Parties shall each be responsible for their respective liability. None of the Parties shall be responsible for the liability of the other Parties as a result of acts or omissions in connection with the performance of this MOU.

17. **SCOPE OF MOU**

This MOU incorporates all the contracts, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, contracts and understandings have been merged into this written MOU. No prior contract or understandings, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOU.

18. **DURATION OF MOU**

This MOU shall be in force from May 12, 2022 and be reviewed May 2027.

19. **NOTICE**

Any notice required to be given pursuant to the terms of this MOU shall be in writing via electronic mail to cfpwaoffice@gmail.com and generalsecretary@cfpwa.com. Either party to this MOU may change the address to which notice is to be submitted by notice delivered pursuant to this section.


20. **SIGNATURES**

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this MOU effective as of the date first above written.

THUS DONE AND SIGNED at *Ocean Coral Spring Convention Center, Trelawny Jamaica, West Indies* on this 12th day of May 2022

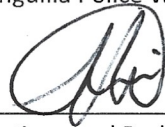
SIGNED BY:

ANGUILLA



Royal Anguilla Police Welfare Association

ANTIGUA AND BARBUDA




Royal Antigua and Barbuda Police Welfare Association

BAHAMAS



Royal Bahamas Force Staff Association


BARBADOS


Barbados Police Association

BRITISH VIRGIN ISLANDS


Royal Virgin Islands Police Welfare Association

CAYMAN ISLAND


Royal Cayman Islands Police Welfare Association

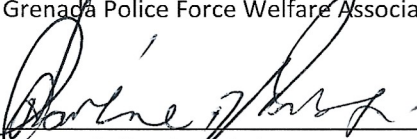
DOMINICA

Commonwealth of Dominica Welfare Association

GRENADA

Grenada Police Force Welfare Association

GUYANA


Guyana Police Association

JAMAICA


Jamaica Police Federation

MONTSERRAT


Royal Montserrat Police Welfare Association

ST. KITTS & NEVIS


Royal St. Kitts & Nevis Police Welfare Association

ST. VINCENT & THE GRENADINES


Royal SVG Police Welfare Association

ST. LUCIA


Royal St. Lucia Police Welfare Association

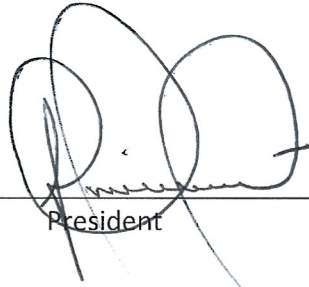
TRINIDAD & TOBAGO


T & T Police Service Social Welfare Association

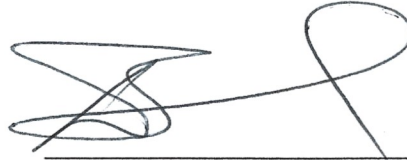
TURKS AND CAICOS ISLANDS

Malwilians

Turks & Caicos Islands Police Welfare Association



President



General Secretary