

EMERGENCY RESPONSE AGREEMENT

This Agreement is made as of _____, between:

THE CORPORATION OF THE COUNTY OF BRUCE

a municipal corporation pursuant to the Ontario Municipal Act having its main office at 30 Park Street (PO Box 399), Walkerton, ON, N0G 2V0
(the “County”)

and

THE CANADIAN RED CROSS SOCIETY,

a not-for-profit corporation and registered charity incorporated under the laws of Canada,
having its head office in Ottawa, Ontario
(“CRCS”)

WHEREAS:

- A. The County is responsible for safeguarding and protecting the health, safety and security of its residents, including provision for basic needs, shelter and emergency relief;
- B. CRCS is a charitable organization recognized as an auxiliary to public authorities in providing protection and assistance to emergency-affected persons, and has the resources and mandate to assist in the provision of emergency relief; and
- C. The County and CRCS wish to enter into an agreement to enable CRCS to provide emergency response assistance to residents of the County in the case of an emergency and to be reimbursed by the County for such assistance;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the County and CRCS (each, a “**Party**” and together, the “**Parties**”) agree as follows:

1. INTERPRETATION

1.1 In this Agreement:

- a) “**Agreement**” means this agreement, its schedules and all instruments supplemental hereto or in amendment or confirmation hereof; “**herein**”, “**hereof**”, “**hereto**”, “**hereunder**” and similar expressions shall mean and refer to this Agreement and not to any particular Article, Section, subsection or other subdivision; and “**Article**”, “**Section**”, “**subsection**” or other subdivision of this Agreement shall mean and refer to the specified Article, Section, subsection or other subdivision of this Agreement;

- b) **“Business Day”** means a day on which CRCS 's offices are open for operations and excludes Saturday, Sunday and any other day which is a statutory or legal holiday in Canada;
- c) **“Calendar Day”** means all days in a month, including weekends and holidays.
- d) **“CRCS Personnel”** means staff and volunteers who are affiliated with CRCS.
- e) **“Duty Officer”** means a person designated by CRCS as the point of contact for Notification of an Emergency in accordance of Schedule “D” of this Agreement.
- f) **“Eligible Expenses”** means training and emergency response costs incurred in the provision of Services (as that term is defined below) and when retained directly by the County for service delivery, as per Whereas B and C above, which the County agrees to reimburse the CRCS for when activated in accordance with the Eligible Costing Schedule.
- g) **“Emergency”** means an urgent and critical situation, or impending situation, of a temporary nature caused by an accident, an intentional act, the forces of nature (including a pandemic or other health emergency) or other causes that constitutes a danger to persons or property. This applies to all Response Levels.
- h) **“Emergency-Affected Person”** means any person whose life is disrupted during an Emergency identified in a Notification. Emergency-Affected Persons include individuals affected in their homes, individuals who must be evacuated on an emergency basis as a preventive measure, and individuals who are required to comply with quarantine measures.
- i) **“Emergency Site”** means any location used to provide Services to Emergency-Affected Persons and may include reception centers, shelters or other group lodging locations.
- j) **“Force Majeure”** means an unforeseen circumstance distinct from the Emergency triggering the Services, though a Force Majeure may directly or indirectly result from such an Emergency, which prevents a Party from performing its obligations under this Agreement, despite such Party’s reasonable preparedness and reasonable business efforts. Force Majeure may include act of God, fire, flood, war, terrorism, strikes, pandemic, or epidemic.
- k) **“Geographic Area”** means the geographic area covered by the incorporated County of Bruce.
- l) **“Notify”, “Notified” or “Notification”** means a process of informing CRCS of the existence and circumstances of an Emergency and requesting Services, as set out in Schedule “D” of this Agreement.

- m) **“Personal Information”** means recorded information about an identifiable individual other than contact information.
- n) **“Record”** and **“Records”** includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical, or other means, but does not include a computer program or any other mechanism that produces records.
- o) **“Response Levels”** means the nature and scale of an Emergency as determined by CRCS:

Within the Scope of a Local Emergency (“Minor Incidents”)

Personal Disaster Response - a response to a present or imminent emergency, that ends quickly, does not affect available community resources, but impacts an individual household’s access to personal belongings, shelter and/or food. Services to those impacted are a bridge between the impact of the event and access to available community support.

Local Emergency Response – A significant event, with unlikely further impacts such as contagion, impacting 25-500 people within one County or district, in this case the Geographic Area.

Likely Within the Scope of an Emergency at a Regional/Provincial Level (“Major Incidents”)

Regional/Provincial Emergency Response - a major emergency impacting 500-10,000 people in more than one County, Municipality or a larger geographic area

Major Emergency Response – A major emergency impacting up to 100,000 people in a very large area or more than one province.

Catastrophic Emergency Response. – A major emergency with overwhelming devastation impacting more than 100,000 people in a wide geographic area.

- p) **“Services”** means the emergency services to be provided in the Geographic Area to Emergency-Affected Persons by CRCS under this Agreement, as more particularly set out in Schedule “A”. CRCS Personnel may deploy outside the Geographic Area pursuant to a mutual aid agreement entered into by the County, subject to availability and at the sole discretion of CRCS.

1.2 **Preamble.** The preamble is incorporated herein by reference and is deemed to be an integral part of this Agreement.

1.3 **Schedules.** This Agreement includes all of the Schedules annexed to it (listed below), the terms and conditions of which are expressly incorporated herein and form a part hereof:

Schedule “A” – Description of Services
Schedule “B” – Eligible Costing
Schedule “C” – Payment and Reporting Schedule
Schedule “D” – Notification Protocol
Schedule “E” – Fundamental Principles

1.4 **Gender.** Any reference to any gender shall include all genders and words used herein importing the singular number only shall include the plural and *vice versa*.

1.5 **Headings.** The division of this Agreement into Articles, Sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect, nor be utilized in the construction or interpretation of, this Agreement.

2. **PURPOSE OF AGREEMENT**

2.1 The purpose of this Agreement is to establish parameters for collaboration between the County and CRCS to ensure the provision of humanitarian assistance in the event of an Emergency. CRCS will provide aid to Emergency-Affected Persons in accordance with its role and capacity as outlined in this Agreement.

2.2 **Additional Services.** In the event additional support is requested, then the Parties will promptly negotiate in good faith to arrange for the provision of those Additional Services by CRCS upon mutually agreeable terms and conditions. Such Additional Services shall then become part of the “**Services**”.

2.3 Nothing in this Agreement shall prevent CRCS from providing humanitarian assistance to citizens of the County, in an Emergency or otherwise, on its own initiative and at its own expense, separate and apart from this Agreement, provided that in doing so CRCS does not compromise the performance of its obligations hereunder. CRCS may fundraise for such purposes.

2.4 **Provincial Agreement.** In certain provinces, CRCS has entered into an Emergency Response Services Agreement with the provincial government (a “**Provincial Agreement**”). Where a Provincial Agreement is in place and CRCS’ services are activated by the province, which may occur during a provincially declared state of emergency or at the province’s request, CRCS shall coordinate its response services with both the Local authorities and the province, in accordance with applicable emergency plans and protocols, but the Provincial Agreement shall prevail to the extent of any conflict.

3. **TERM**

3.1 The right to request Services under this Agreement shall commence on January 1, 2024, and shall expire on December 31, 2027, unless terminated earlier in accordance with the provisions of this Agreement (the “**Term**”).

- 3.2 **Renewal Planning.** The Parties shall endeavor to meet at least six (6) months prior to the expiry of this Agreement to discuss and negotiate a new agreement.

4. OBLIGATIONS OF CRCS

4.1 Preparedness.

- a) CRCS will recruit, select, and train a volunteer-based workforce so as to have ready-to-respond CRCS Personnel available to deliver the Services. Depending on the circumstances and extent of an Emergency, CRCS may also deploy personnel from other provinces or from its international network to respond to an Emergency.
- b) CRCS will stock and maintain supplies and logistics capacity as required to provide the Services.
- c) CRCS will participate in County-led emergency preparedness exercises, activities and/or meetings, as mutually agreed from time to time; and
- d) CRCS may perform additional preparedness activities, including preparedness workshops for County residents as set out in Schedule “A” as agreed upon with the Municipality.

4.2 Emergency Response.

- a) This Agreement is applicable to the provision of Services for all Response Levels.
- b) Upon Notification of an Emergency, the CRCS will, at the request of the County and as support to the County, begin the process of activating a response within two (2) hours of Notification to commence delivery of Services to Emergency Affected People.
- c) The CRCS will provide the Services as set out in Schedule ‘A’ on behalf of the County for Minor Incidents if retained pursuant to the Notification Protocol, and mutually agreed between the Parties, and the CRCS will bill for Eligible Expenses in accordance with this Agreement.
- d) The CRCS will support the provision of the Services as set out in Schedule ‘A’ on behalf of the County for Regional/Provincial Emergency Responses if retained pursuant to the Notification Protocol, and mutually agreed between the Parties, and the CRCS will bill in accordance with this Agreement. Any response pursuant to this subsection shall be in coordination with the provincial response structure. Where the CRCS requires additional personnel to support

surge capacity to provide a response under this subsection it must first obtain approval for cost recovery of travel and/or accommodation costs from the County.

- e) In the particular case of a Major & Catastrophic Emergency Response, and potentially a Regional/Provincial Emergency Response where there is a declaration of an Emergency, the CRCS will have the capacity to provide Services for the benefit of the County, however this will be subject to the funds the CRCS raises, the commitment by the Province to fund Services, and/or the capacity of the County to retain the CRCS for Service delivery within its Geographic Area. The Services and costing are set out in the schedules to this Agreement respectively; however, activation may require a subsequent negotiation on coordination, costing and a further agreement may be required if it diverges from the terms set out herein.
- f) This Agreement will apply upon (i) Notification by the County pursuant to the Notification Protocol (ii) provision of the information as required by Schedule “D” to the extent possible, and (iii) the agreement by the CRCS to activate, at which time CRCS will provide the requested Services in response to an Emergency subject to the terms and conditions set out herein.
- g) CRCS will communicate and coordinate with the County and will keep the County apprised of the provision of Services during the Emergency by providing a point of contact so that the CRCS is able to communicate with the County in the event of an Emergency. Where possible, the CRCS will appoint a representative to attend the Municipal Emergency Operations Centre in person or through other means (i.e. virtually) if required.
- h) CRCS will ensure that CRCS Personnel and equipment are clearly identified with the CRCS’ logo, where possible.
- i) While delivering Services under this Agreement, the CRCS will work with the County to ensure the alignment of public messaging relating to the response.
- j) If requested by the Municipality, the CRCS will work in collaboration with community organizations identified by the County to avoid duplication of Services to Emergency-Affected People.

4.3 **Limitation.**

- a) The Parties acknowledge that, especially during long term operations, there is a need for well-established surge capacity on both sides. National structure and training standards generally enable the CRCS to draw resources from unaffected areas; however, while CRCS’s workforce is comprised principally of volunteers, CRCS’s workforce also includes paid personnel. The Parties recognize that the availability of personnel may be reduced in exceptional

circumstances despite the reasonable efforts of CRCS and further that the support of paid personnel may be required in order to sustain ongoing operations;

- b) At any time during an Emergency, CRCS may give immediate notice that it will withdraw, reduce, or limit its services in the event conditions are such that CRCS is unable to provide Services without compromising the health or safety of CRCS Personnel; and
- c) CRCS shall endeavor to keep the County informed and to coordinate with the County with respect to any anticipated or actual limitations on its provision of Services.

5. OBLIGATIONS OF THE County

5.1 Preparedness.

- a) To ensure an efficient and robust emergency response, the County will inform its staff and intra-governmental counterparts of CRCS 's role, including taking reasonable steps to document the role of CRCS in any relevant emergency or other plans.
- b) The County will invite CRCS to participate, as appropriate, in County-led exercises, activities and/or meetings focusing on emergency preparedness.
- c) The County will designate locations as Emergency Sites to be used by CRCS in an Emergency response, and will provide CRCS with a list of such designated Emergency Sites from time to time, or at the latest as soon as possible upon Notification of an emergency; and,
- d) The County will be responsible for ensuring that any licenses, approvals or permits necessary to operate the Emergency Sites are obtained.

5.2 Emergency Response

- a) The County may call on the assistance of CRCS pursuant to this Agreement in the event of a Minor Incident or Major Incident under all Response Levels.
- b) When the County calls on CRCS pursuant to the above subparagraph, the County shall request that CRCS provide Services to Emergency-Affected Persons by issuing a Notification, using the protocol as described in Schedule "D".
- c) Where the County believes an Emergency is or may be imminent, the County may request that the CRCS go on "stand by" to be ready to respond if the

Emergency occurs. Stand by requests shall be made using the Notification process described in Schedule “D”.

- d) The County will communicate and coordinate with CRCS and will keep CRCS informed of information relevant to its role in providing Services, including sharing in a timely and comprehensive manner data to inform the delivery of services (as described in Schedule “D”), if available and as applicable.

6. REPORTING AND RECORDS

- 6.1 CRCS shall report to the County as set out in Schedule “C”.
- 6.2 CRCS shall keep and maintain in accordance with generally accepted accounting standards complete and accurate books, records and accounts relating to this Agreement and the cost of the Services and all expenditures and shall, upon reasonable notice, provide to the County these documents to examine, audit and make copies. CRCS shall retain records for seven (7) years following the last year to which the records relate.
- 6.3 **Records of Emergency-Affected Persons.** When registration services are provided, CRCS shall establish, maintain, and retain records of all Emergency-Affected Persons who are registered. These records shall include, for each person, as provided, (i) names of all family members, (ii) primary residence address, (iii) emergency address (where evacuation orders are in place); and (iv) contact phone number if available. Except for Non-Disclosed Files as provided for in the privacy provisions herein, CRCS shall share this information with the Municipality, as appropriate and applicable in order to facilitate the response to the Emergency and the provision of Services. After the conclusion of the Emergency, CRCS shall, on request, deliver to the County a record of all Emergency-Affected Persons to whom Services were provided, excepting Non-Disclosed Files. In the event that the CRCS is able to employ its own technology for the purpose of digital means of registration, CRCS shall endeavor to share the records with the County on a routine basis from the outset of the operation.
- 6.4 The County shall use any records provided by CRCS only for the purposes of Emergency response, and shall store and submit such records in accordance with all applicable privacy legislation, and in accordance with the privacy provisions herein.

7. FINANCIAL SUPPORT

- 7.1 **Financial Support for Preparedness.** To enable CRCS to build and maintain its capacity to discharge its responsibilities under this Agreement, the County agrees to make a contribution to CRCS of up to \$16,000 CDN each year of the Term, to be invoiced based on actual operating costs incurred by CRCS for Preparedness within the County. The contribution will be due within thirty (30) Calendar Days of upon invoice by CRCS. The contribution will increase each year by the provincial rate of inflation, which shall be calculated based on the year-on-year increase in the provincial Consumer Price Index as published by Statistics Canada at the time the invoice is issued.

- 7.2 **Cost Recovery for Emergency Response Services.** In addition to the support paid to CRCS pursuant to section 7.1, CRCS will seek reimbursement from the County for Eligible Expenses, including administrative costs, expenses relating to personnel and direct assistance to Emergency-Affected People in relation to the provision of Services, in accordance with Schedule “B”.
- 7.3 For greater clarity, CRCS will not seek reimbursement under this Agreement for Services provided in response to a Personal Disaster Assistance Response for which CRCS was not activated by the County.
- 7.4 To better assist Emergency-Affected Persons, CRCS may organize fundraising campaigns and the allocation of any fundraising revenues shall be in CRCS’s sole and absolute discretion.

8. INDEMNITY

- 8.1 Each Party shall indemnify and save harmless the other Party, its directors, officers, employees, volunteers, subcontractors, and agents from any loss, damage, claim, cost or expense, including legal fees, that the other Party may incur pursuant to any third-party claim, demand, action, charge, complaint, prosecution or other proceeding that may be made against or affect the indemnified Party to the extent arising from:
- a) the indemnifying Party’s breach of this Agreement; or
 - b) a wrongful or negligent act or omission on the part of the indemnifying Party, or of its directors, officers, employees, volunteers, subcontractors, agents, or others for whom it is in law reasonably responsible, in the performance of this Agreement or the rendering of the Services.
- 8.2 The indemnified Party shall promptly notify the indemnifying Party of any claim covered by this section; shall allow the indemnifying Party to conduct and control, at the indemnifying Party's sole cost and expense, the defense of such claims and any related settlement negotiations; shall afford all reasonable assistance to the indemnifying Party (at the indemnifying Party's sole cost and expense); and shall make no admission prejudicial to the defense of such claims.

9. INSURANCE

- 9.1 Each Party shall, at its sole cost and expense, take out and keep in force throughout the Term of this Agreement commercial general liability insurance including coverage for premises and operations, products and completed operations, contractual liability, bodily injury, personal injury, advertising injury, property damage, cyber security, and non-owned automobile liability with minimum policy limits of \$10,000,000 per occurrence; will by certificate include the other Party as an Additional Insured; and will contain a Cross

Liability and Severability of interest clause. Each Party shall promptly deliver, upon request, certificates of insurance throughout the Term.

- 9.2 Each Party shall ensure that its policies of insurance referenced above are endorsed to provide thirty (30) days written notice to the other Party in the event of cancellation by the insurer. Each Party shall provide the other Party with at least thirty (30) days written notice of its intention to cancel or not renew the policy.
- 9.3 Each Party shall require and ensure that any subcontractors it engages in connection with this Agreement also comply with the terms of this Section and shall bear the risk if they do not.

10. TERMINATION

- 10.1 Either Party may terminate this Agreement for convenience upon 60 days written notice.
- 10.2 Either Party may terminate this Agreement immediately for cause if the other Party is in breach of a material provision of this Agreement and such breach has not been cured in a reasonable time following written notice to such other Party or is by its nature incapable of being cured. A reasonable time shall be thirty (30) days, or any other time as is reasonable in the circumstances.
- 10.3 Notwithstanding the foregoing, in the event a health and safety emergency, as determined by CRCS in its sole discretion, CRCS reserves the right to withdraw, amend, or limit the provision of the Services, as it deems necessary, with immediate effect.
- 10.4 On termination:
 - a) CRCS shall, in coordination with the County, wind down or transfer to another provider the provision of any Services currently in progress; and
 - b) The County shall pay any financial obligations (i) incurred prior to termination and (ii) for all Services performed, including costs to the CRCS to wind down Services, which may extend beyond the date of termination.
- 10.5 **Survival.** Provisions of this Agreement which are expressly or impliedly intended to remain in force after termination shall do so, including without limitation the provisions regarding retention of records, indemnity, financial obligations upon termination, confidentiality, privacy, and intellectual property.

11. NOTICE

- 11.1 Contractual notices, requests, demands, or other communications (collectively called “**Notices**”) hereunder shall be given in writing by personal delivery, by postage prepaid registered mail, or by email. **Requests and communication regarding the activation and provision of Services or requests for stand by (Notification) are not governed by this**

Section but are governed by the protocol set out in Schedule “D”. The address of each Party for contractual Notice shall be as follows,

CRC:

Canadian Red Cross Society
5700 Cancross Court
Mississauga, Ontario
L5R 3E9

Attention:

Veronica Naaman De Teresi
Senior Director, Emergency
Management
VeronicaNaaman.deteresi@redcross.ca

County:

Corporation of the Bruce
30 Park St
PO Box 70
Walkerton, ON N0G 2V0

Attention:

Raymond Lux
CEMC
rlux@brucecounty.on.ca

or at such subsequent address given by such Party to the other Party by Notice in writing from time to time.

- 11.2 All Notices shall be deemed to have been received when delivered by hand or transmitted by email or, if mailed, ten (10) Business Days after the day of the mailing thereof, excluding any time during which the normal mail service is interrupted by strikes or other irregularities.

12. CONFIDENTIALITY

- 12.1 “**Confidential Information**” means any information or material that relates to a Party’s business and affairs, including CRCS client lists and information related to the suspension or termination of this Agreement, which is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information or the circumstances of disclosure, to be confidential. Confidential Information does not include information that (i) is in the public domain at the time of its communication; (ii) is independently developed by each Party; (iii) entered the public domain through no fault of the receiving Party subsequent to communication with the other Party; (iv) is in possession of the receiving Party free of any obligation of confidence at the time it was communicated to the receiving Party; or (v) is communicated to the receiving Party by a third party under no legal obligation to maintain the confidentiality of the information.
- 12.2 Each Party shall not disclose the other Party’s Confidential Information without express written consent or unless required by law, nor make use of the other Party’s Confidential Information except in the performance of this Agreement. Each Party shall protect the other Party’s Confidential Information from transfer or disclosure by the same measures that it uses to protect its own confidential information, but in any event by not less than reasonable measures. Where disclosure is required by law, prior to disclosure, the Parties will discuss the legal requirement and jointly determine amount and type of Confidential Information, if any, which must be disclosed to comply with the law.

- 12.3 **Access to Information Requests.** The Parties acknowledge they may be subject to access to information legislation. Where such a request is received, the other Party shall be notified in writing prior to the release of any information, in accordance with and as permitted under the applicable legislation.

13. **PRIVACY AND DATA OWNERSHIP**

- 13.1 Each Party shall act in accordance with their respective privacy policies and applicable privacy laws. To the extent the Parties have differing obligations under applicable privacy legislation, each Party shall take reasonable steps to facilitate the other Party's compliance.
- 13.2 Each Party will treat as confidential and will not, without the prior permission of the other Party, publish, release or disclose, or permit to be published, released or disclosed, either before or after the expiration of this Agreement, personal information supplied to, obtained by, or which comes to the knowledge of that Party as a result of the Agreement, except insofar as such publication, release or disclosure is necessary for the Party to fulfill its obligations under this Agreement or is required or permitted by law. Registration information provided to CRCS is provided in confidence, shall be available or shared with the County only through secure file transmission procedures, is provided only for the purposes of Emergency response and providing disaster-related assistance, and shall be used, shared, or disclosed by the County only for such purposes.
- 13.3 **Personal Health Information.** In addition to the obligations set out in Section 13.2, each Party shall, and shall cause its directors, officers, employees, contractors, agents, subcontractors, and representatives (collectively, "**Representatives**") to (a) comply with all applicable privacy legislation in the performance of its obligations under this Agreement in respect of any Personal Health Information collected and used pursuant to this Agreement; (b) only collect, use, access, manage, or reproduce the Personal Health Information to the extent necessary for the performance of its obligations under this Agreement; (c) ensure the security of the Personal Health Information and keep same safe from unauthorized use, alteration and disclosure; and (d) keep the Personal Health Information in confidence in perpetuity.
- 13.4 **With Regard to Records for all Emergency Response levels of Emergency-Affected Persons.** The CRCS shall establish, and maintain, Records of all Emergency-Affected Persons who are registered. These Records may include, for each person, as provided, (i) names of all family members, (ii) primary residence address, (iii) emergency address (where evacuation orders are in place); and (iv) contact phone number if available. Records may also include supporting documentation, the basis for assistance, and payment amounts. Such Records will be in the CRCS' care, custody, and control. If requested, the CRCS can provide an export of the anonymized Records to the County.
- 13.5 Notwithstanding the foregoing, the County further acknowledges that certain registrants may request:

- a) That the information they provide to CRCS be restricted in its disclosure for personal reasons, including that their names and information is not disclosed to others in connection with Registration and/or Family Reunification Services. Upon being advised by CRCS, this higher level of confidentiality shall be respected by the County; or
- b) That the information they provide to CRCS not be disclosed to the County (“**Non-Disclosed Files**”). In these cases, CRCS will inform the County of the services provided to such persons only in anonymized or aggregated form. The County may request further non-identifying information to facilitate reimbursement in accordance with Schedule “B”, as necessary.

14. INTELLECTUAL PROPERTY

- 14.1 The Red Cross emblem consists of a red cross on a white background and is universally recognized as a symbol of protection and neutrality. The Canadian Red Cross Society Logo is the Red Cross emblem plus the phrase “Canadian Red Cross” or “Croix-Rouge Canadienne”, as set out in CRCS ’s graphic standards.
- 14.2 The County may not use the logo, name, or emblem of CRCS without CRCS ’s prior review and written approval. Use of the emblem alone is strictly prohibited.
- 14.3 **Copyright.** Each Party shall own exclusively all information and material created or prepared by it in the performance of this Agreement. For greater clarity, CRCS retains the copyright and exclusive right of use for its own service provision methods, document templates, emergency management training techniques and all materials related to these functions.

15. FORCE MAJEURE

- 15.1 The interpretation of the contractual rule of force majeure under this Agreement shall consider that this Agreement is intended to be performed in circumstances of Emergency. The Parties confirm that the performance of their obligations is intended to be provided in such circumstances, and any failure of performance shall be assessed in that context.
- 15.2 Neither Party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to Force Majeure and the Party has promptly notified the other Party of the Force Majeure circumstance. In the event of a Force Majeure, the Parties shall consult with one another on the appropriate action to be taken, which may include temporary suspension of certain provisions of this Agreement for the duration of the Force Majeure, or termination of this Agreement. Suspension of any provision of this Agreement shall be reviewed on a periodic basis but at least once every three (3) months. If the force majeure condition continues for more than sixty (60) days, either Party may terminate this Agreement upon written notice to the other Party.

16. GENERAL PROVISIONS

- 16.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and, except as expressly set out herein, supersedes all other or prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties in respect of the subject matter.
- 16.2 **Amendments.** This Agreement may be amended only by written instrument executed by the Parties.
- 16.3 **Media Communications.** No Party shall make any press release, public announcement or other public commentary relating to this Agreement, the Services, or the other Party without prior consultation with and the approval of the other Party.
- 16.4 **Fundamental Principles.** The Parties shall carry out this Agreement in accordance with the Fundamental Principles of the International Red Cross and Red Crescent movement, attached hereto as Schedule “E”.
- 16.5 **Relationship of the Parties.** The relationship of CRCS to the County in performing the Services under this Agreement is that of independent entities, and nothing in this Agreement is to be construed as creating an agency, partnership or joint venture relationship between CRCS and the County.
- 16.6 **Assignment.** This Agreement shall be binding upon and ensure to the benefit of the Parties and their respective successors and permitted assigns. CRCS may, in its discretion, subcontract the performance of Services, which shall not affect CRCS ’s responsibility for the performance of its obligations under this Agreement.
- 16.7 **Dispute Resolution.** The Parties shall make reasonable efforts to settle by negotiation, with or without the assistance of a mediator, any dispute that arises as a result of any claim or controversy in connection this Agreement. If the Parties are not able to reach a resolution of all of the matters in dispute after negotiation and/or mediation, the remaining dispute will be finally determined by arbitration in accordance with the provisions of the legislature of the province in which the County is located, or, at the option of CRCS , in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by a single arbitrator appointed in accordance with the legislation or those Rules, as the case may be.
- 16.8 **No Waiver.** No waiver by any Party of any breach by the other Party of any of its obligations hereunder shall be a waiver of any subsequent breach of the same or any other obligation, nor shall any forbearance in seeking a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.
- 16.9 **Severance.** Any provision of this Agreement which is, or becomes, illegal, invalid, or unenforceable shall be severed to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions.

16.10 **Time is of the Essence.** Time shall be of the essence in all provisions of this Agreement.

16.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

16.12 **Governing Law.** This Agreement shall be interpreted in accordance with, and governed by, the laws of the province where the County is located and the federal laws of Canada applicable therein, excluding conflict of law provisions.

IN WITNESS WHEREOF each of CRCS and the County have caused this Agreement to be signed and delivered by its duly authorized representative:

For the Municipality:

For the Canadian Red Cross Society:

Name (print): Chris Peabody

Name
(print):

Title: Warden

Title: _____

Date: _____

Date: _____

Name (print): Linda White

Title: County Clerk

Date: _____

SCHEDULE “A”

DESCRIPTION OF SERVICES

CRCS can provide the preparedness, emergency response and relief services set out below (the Services).

CRCS will provide the Services in response to Emergencies where the County has activated CRCS per the Notification Protocol.

The provision of Services will be coordinated with government, insurance, and other voluntary sector organizations to avoid duplication. The appropriate method of service delivery for the requested Services will be determined by CRCS and the County in coordination.

- ☐ Preparedness Services
- ☐ Registration
- ☐ Reception and Information
- ☐ Family Reunification
- ☐ Lodging
- ☐ Food
- ☐ Clothing
- ☐ Transportation
- ☐ Personal Services
- ☐ Safety and Wellbeing

Further services may be provided subject to discussion and mutual agreement.

FULL LIST OF SERVICES

A. Preparedness Services

Public Education

CRCS will provide preparedness workshops to residents of the County. Location and scheduling will be determined jointly by CRCS and the County.

Readiness & Planning

CRCS and the County will jointly collaborate on other preparedness activities, including but not limited to joint planning, shelter surveys and exercises.

B. Core Emergency Response Services

These Services will be provided, at the request of the County, in response to an Emergency. These Services will be reimbursed by the County as set out in Schedule “B”.

Registration

Registration aims to facilitate family reunification, communication with Emergency-Affected Persons and the fast and accurate provision of direct assistance. Information collected via registration will be shared with the County pursuant and subject to the terms of this Agreement.

Service delivery may include:

- Online Registration: Registration of Emergency-Affected Persons via the CRCS web site.
- In-person or CRCS Contact Centre or Call Centre: Registration of individuals by CRCS field personnel (for example at a reception center) or by phone through a CRCS Contact Centre.

Reception and Information

Reception refers to providing a place for people impacted by an emergency to go, where they can receive information and Services, and to managing access to and from the facility. Information refers to providing individuals with information about Services and other assistance available to them, whether from CRCS or other agencies, and information about the emergency situation.

Service delivery may include:

- Referral: Referring clients to other organizations or government programs that can assist them.
- Stand-alone Service: Providing Reception and Information as a stand-alone service within a government-led reception centre or shelter.
- Reception Centre: Establishing, staffing, and/or managing a reception centre at an Emergency Site.
- Call Centre: Establishing a call centre to provide information.
- Outreach: Conducting direct outreach to provide information.
- Mass Messaging: Sending electronic communications (email, text message or voice mail) to Emergency-Affected Persons.

Family Reunification

Family Reunification assists in reuniting families by collecting information and answering inquiries regarding the condition and whereabouts of missing persons.

Service delivery may include:

- Providing means for inquiries regarding family reunification.
- Phone: Providing access or means to access phone service.
- Internet Access: Providing access or means to internet service.

Persons may request that their information not be shared with others, including through Family Reunification (Restricted Files), for example due to concerns about abusive relationships. Such requests will be respected.

Lodging

This service aims to ensure that individuals are provided with safe, temporary lodging away from an area affected by an Emergency. It also seeks to support individuals' return to their homes.

Service delivery may include:

- Commercial Lodging: Coordinating commercial lodging (e.g., hotel, motel, etc.).
- Congregate Shelter: Establishing, staffing, and/or managing a Congregate Shelter.
- Friends and Family: Support individuals to stay with their family or friends who can offer accommodation.

Food

This service aims to provide feeding for those who cannot feed themselves, or those without food or food preparation facilities, as well as for volunteers and other response workers. CRCS tries to ensure, to the best of its ability and in the circumstances, that food meets the nutrition needs of at-risk groups. Food should also respect the culture of the affected persons.

Service delivery may include:

- Commercial Feeding: Arranging for food via stores, groceries, and/or restaurants.
- Feeding Station: Establishing Feeding Stations at Reception Centers or Congregate Shelters.
- Kitchen/Cafeteria/Catering: Establishing a stationery kitchen, cafeteria, or catering service.
- Bulk Food/Water Distribution: Conducting bulk food and water bulk distribution operations.
- Cooperation with Partners: Coordinating food services via cooperation with partners.

Clothing

Clothing service is designed to provide clothing to persons in need in an Emergency to prevent harm from exposure and to meet clothing needs until normal sources of supply become available.

Service delivery may include:

- Provision of Clothing: Coordinating clothing via agreements with commercial suppliers.
- Detergent/Laundry: Providing for detergent and laundry, to enable individuals to do their own laundry or for laundry to be cleaned by a third party.
- Cooperation with Partners: Arranging clothing distribution via cooperation with partners.

Transportation

Emergencies may require or result in the evacuation of individuals from their homes, for short or long periods of time. Emergency-Affected Persons may lose access to their regular means of transport due to the Emergency and may require assistance to pay for unplanned transport expenses. Transportation service aims to help facilitate mobility for Emergency-Affected Persons.

Service delivery may include:

- Provision of Means: Providing means to either acquire fuel, bus, train or subway tickets or cab fare.

- **Direct Provision:** Providing transport through contracted companies, such as chartered buses.

Personal Services

Personal services provide immediate personal assistance to people dealing with physical, social, or emotional problems created by or aggravated by an Emergency. This service also helps meet the functional requirements of clients such as children, dependent adults, and mobility-impaired adults.

Service delivery may include:

- **Personal and Hygiene Products:** Providing hygiene kits or the means to acquire hygiene products.
- **Baby supplies:** Providing the means to acquire baby supplies such as diapers and ointment.
- **Prescriptions:** Providing the means to renew necessary medical prescriptions.
- **Special Mobility Aids:** Providing means to acquire special mobility aids necessary for healthy living.
- **Personal Services and Health Care:** Providing the means to fulfill basic support and medical aid requirements, including to acquire eyeglasses, hearing aids, or dentures or referral to professional health services.

Note that while CRCS helps in the form of the Services, CRCS does not assume the care of unaccompanied minors or dependent adults.

Safety and Wellbeing

Safety and Well-Being (SWB) considers, in the provision of the Services, an understanding of safe and supportive environments in all aspects of service delivery; assigning the highest priority to creating opportunity for beneficiaries to benefit from activities that address their well-being. In major emergencies SWB may be delivered by designated SWB volunteers, but there is also an increasing effort within CRCS to ensure that all volunteers are oriented to the foundational concepts of SWB in service provision.

Service delivery may include:

- **Protection:** Creation and maintenance of safe environments for impacted populations.
- **Accountability:** Beneficiary accountability through feedback mechanisms.
- **Community Engagement:** Promotion or coordination of networks addressing safety, protection and wellbeing; promotion of community resilience in support of populations of focus.
- **Activity Delivery:** Activities and programming approaches that support populations of focus, for example: Child-Friendly Spaces; Female-Friendly Spaces; and Youth Engagement.

C. Digital Assistance

In recognition of the increasing size and impact of emergencies and the movement of affected populations outside the immediate service delivery area, CRCS is increasingly building capacity to provide the relief and recovery services through digital means. Used at the sole discretion of CRCS, and currently employed mainly for Major, Large-Scale Emergency operations, digital service delivery may include online registration (through a web portal), the issuance of financial assistance through electronic means (such as e-transfer), mass messaging and surveying of affected populations for the purpose of planning, and other tools. This form of service provision entails significant “behind the scenes” effort to manage the accuracy of information and facilitate access for non-digital populations (such as elderly individuals, who may prefer to register in person). There may be additional costs associated with digital service provision, and it may not be technically feasible in all circumstances.

CRCS uses the Emergency Management Information System (EMIS) and, when appropriate, will train County personnel on the use of the EMIS portal. Use of other systems, or importing data from other systems, is often subject to technical challenges and other limitations, and where it may be required it will be discussed in advance by CRCS and the County.

D. CRCS Recovery Program

In Large-Scale Emergencies, when funding is available either through a public fundraising appeal or through additional government funds, CRCS may be able to provide the following additional recovery services in addition to those listed in the previous sections. An effective recovery program increases the ability of individuals and communities to recover from the current Emergency while also developing the ability to resist and recover from future Emergencies.

Delivery of the recovery services set out in this Section would require and be subject to one or more separate agreements to be negotiated and concluded between the Parties. The short summary below is provided for informational purposes; the services in this Section do not form part of the Services covered by this Agreement.

Support to Self-Recovery

Support to Self-Recovery considers the unique needs of each individual household throughout their recovery and promotes existing capacities and provides appropriate assistance to individuals and families to help them rebuild and meet their needs. Support to Self-Recovery may also include the two following sub-programs:

Support for Re-Entry

Depending on the size of the evacuation and extent of damage, coordinating a phased re-entry can be complex and sensitive. Working in close collaboration with the authorities, CRC can draw on its experience and expertise to support re-entry of evacuated or displaced persons.

Shelter

In some recovery events housing is a core area of support. In close collaboration with the authorities and existing programs, CRCS can provide shelter assistance for those planning to return home as well as those who are not able (or choose not) to return home. This may include assistance with housing-related costs, such as rent, debris removal, or content replacement. It may also include support for reconstruction or rebuilding of severely damaged or destroyed homes.

Community Partnerships

Embodying the CRCS's commitment to recognize community capacity, assets and resilience and to reduce future vulnerabilities, a Community Partnerships Program provides an opportunity for the community (including existing organizations, Indigenous communities and local government) to identify projects, activities, and events to support the recovery process. The Program is closely coordinated with key stakeholders to ensure that the views of government, community service providers, residents and businesses are considered when approving projects.

Support for Small Businesses and Indigenous Cultural Livelihoods

Small businesses are key to supporting recovery in communities after an Emergency. This program provides eligible small businesses with financial assistance to support uninsured losses incurred as a result of the Emergency, and educational opportunities to build capacity for future events.

Capacity Building / Disaster Risk Reduction

This program works in close coordination with existing local and provincial government programs to ensure that Disaster Risk Reduction best practice is incorporated into the other streams of recovery programming, as well as designating specific resources to support capacity building at the household, community and regional level.

SCHEDULE “B”

ELIGIBLE COSTING RULES

Preparedness & Emergency Response Services

Costs incurred for the provision of Services requested shall be eligible for reimbursement. Examples of the types of costs CRCS incurs, and the corresponding costing rates, are set out herein.

CRCS upon Notification, CRCS reserves the right to request from the County a 50% advance of funds to be applied against Eligible Costs where a forecasted response budget exceeds \$500,000.

Whenever possible, within the context of emergency response, CRCS will favour a competitive process for the procurement of goods, assets and services that enhances access, transparency, competition and fairness and results in best value.

A. Direct Aid

Direct aid expenses include the cost of supplies, materials and services provided to emergency impacted persons, as well as the cost of direct financial assistance. The amounts invoiced will be the actual and reasonable costs of the purchase of direct aid, which shall not exceed the fair market value of the goods and services, and the costs of financial assistance. The cost of any items donated to CRCS will not be charged to the Municipality.

Some frequently used emergency supplies which may be expensed include:

- Cots
- Cot cleaning and repacking
- Blankets
- Hygiene kits
- Plush Toys
- Clean-up kits

Direct Financial Assistance to Emergency-Affected Persons

CRCS will invoice for reimbursement the expenses of providing direct financial assistance to Emergency-Affected Persons, including financial assistance for food, lodging, clothing, personal services and transportation, pursuant to CRCS 's standards for response assistance. The current version of CRCS 's standards are available upon request. These standards are amended from time to time and are subject to change.

B. Logistics

Logistics expenses include the costs of transporting, storing and distributing direct aid to beneficiaries. The eligible costing rate for logistics shall be the actual and reasonable costs of

transportation, storage and distribution of supplies and services, including as applicable rental fees, per kilometre usage for CRCS vehicles, maintenance expenses, insurance expenses and, in the event of loss or damage, insurance deductibles. These costs shall not exceed the fair market value of the services and expenses.

C. Equipment and Inventory (Capital Assets)

This category encompasses the actual and reasonable costs of the rental or maintenance (or, in rare cases of nonstandard items where rental is unavailable, purchase) of capital assets used for the purpose of providing the Services, in each case to the extent used for the provision of the Services and provided that such costs do not exceed the fair market value of the assets or services.

This does not include standard items whose purchase and stockpiling are covered by preparedness activities. Wherever possible, CRCS prefers to lease equipment and charge back the costs of the lease. Where the purchase of nonstandard assets is necessary for the provision of the Services, the purchased assets are owned by CRCS and will be the property of CRCS upon the conclusion of the response. CRCS will not charge the costs of purchasing vehicles to the County but may charge rental and maintenance expenses where and to the extent required for the provision of the Services.

D. Expenses Related to Personnel

Salary. CRCS will first and foremost endeavor to use unpaid volunteers. Salaries for paid personnel (including permanent and temporary staff) required by CRCS to carry out the Services will be expensed. Where only a percentage of an individual's time is dedicated to the Services, this will be reflected in the invoice. Personnel expenses include:

- i. **Direct Salaries:** Sums paid by CRCS to staff as regular salary, in accordance with CRCS pay scales. Rates shall be in accordance with local laws and practices, including local market rate of remuneration.
- ii. **Benefits:** In accordance with CRCS policies, cost of benefits as follows:
 - a. Time-off benefits: Salary for allowable days for the following paid absences: statutory holidays, annual vacation and sick leave; and
 - b. Paid benefits: Actual sums paid by CRCS for paid benefits including CRCS 's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, pension plans and other mandatory government benefits.
- iii. **Overtime:** Overtime, incurred and paid in accordance with CRCS 's policies, will be expensed, provided it is required for the delivery of the Services.

E. Expenses Related to Travel and Living Expenses

Travel and living expenses for CRCS personnel may be expensed where they are required for the provision of Services, such as personnel who are required to travel to the affected area or community.

- i. **Per Diem.** Per Diems in accordance with CRCS policies, available upon request.
- ii. **Travel.** Expenses actually incurred relating to flights, trains, cabs, buses, fuel and or living expenses; the cost of housing during the response; and mileage expenses in accordance with CRCS policies, which are available upon request.

F. Subcontractors

The eligible costing rate for subcontractors or sub-grantees shall be the actual and justifiable cost of such services.

Subcontractors shall be arm's length, and subcontractor rates or amounts shall not exceed the fair market value of the work done.

G. Indirect Costing

The CRCS will also apply a 15% indirect costing rate against the invoices in order for the CRCS to recover indirect costs incurred that support the organization's work but cannot be individually and directly attributable to the Assistance. In all financial statements, the indirect costing rate shall be reported as a flat fee. The CRCS has no obligation to provide further substantiating document or information to the Partner for this indirect costing rate.

H. Invoicing and Records

- CRCS will prepare monthly invoices according to the expense categories identified in the program operating budget and emergency response budgets, based on actual costs incurred within a period for the specific response and at a frequency that allows for strong financial management but does not exceed once per month.

SCHEDULE “C”

PAYMENT AND REPORTING SCHEDULE

CRCS will make reasonable efforts to provide the following reporting with respect to the Services. All reports shall be provided to the County contact person for contractual notices. Where payment is requested, reports will include invoices.

These provisions may be superseded by an emergency-specific agreement, where applicable.

Report	Content	Timing	County Response
Preparedness			
Annual Report	Narrative report on capacity development and preparedness activities (personnel, equipment, supply stocks, exercises); invoice for annual contribution based on actual costs incurred.	Within 60 Calendar Days after each anniversary date of the Agreement.	Payment of invoice within 30 Calendar Days of receipt of invoice.
Emergency Response: Major Incident with estimated response cost less than or equal to \$100,000			
Operational Service Delivery Plan and Preliminary Estimated Budget of the Response	Preliminary operational budget and service delivery plan for the Emergency (preliminary estimates may be subsequently amended).	Within three (3) to seven (7) Business Days of receipt of Notification, depending on the scale and complexity of the operation.	Written confirmation of approval within three (3) Business Days of receipt.
Final Report	Basic report with overview of Services delivered and expenditures on Services in respect of the Emergency; invoice for reimbursement.	Within 90 Calendar Days of the end of the delivery of Services in respect of the Emergency.	Payment of reimbursement within 30 Calendar Days of receipt of invoice.
Emergency Response: Major Incident with estimated response cost more than \$100,000			
Operational Service Delivery Plan and Preliminary Estimated	Preliminary operational budget and service delivery plan for the	Within seven (7) Business Days of receipt of Notification,	Written confirmation of approval within three (3) Business Days of receipt.

Budget of the Response	Emergency (preliminary estimates may be subsequently amended).	depending on the scale and complexity of the operation.	The Parties may discuss pre-payment of a portion of the budget.
Interim Financial Report(s)	Financial report on actual expenses to date for the Emergency, in accordance with Schedule “B”, based on the approved budget; invoice for reimbursement (applied against advance, where applicable).	Monthly	Payment of reimbursement within 30 Calendar Days of receipt of invoice.
Final Report for Response	Narrative and financial report on Services delivered and expenditures on Services in respect of the Emergency; invoice for reimbursement.	Within 90 Calendar Days of the end of the delivery of Services in respect of the Emergency.	Payment of reimbursement within 30 Calendar Days of receipt of invoice.

SCHEDULE “D”

NOTIFICATION PROTOCOL

The Parties designate the individuals identified below as their respective contacts in relation to the activation of Services or requests for stand by:

CRCS:

Canadian Red Cross Provincial Duty Officer

Phone: 1-800-850-5090

Email: ONDutyOfficer@redcross.ca

Preferred means of communication: Phone

Alternate means: Email

County:

Tina Metcalfe, Director of Human Services

Phone: 519-881-0431 or 1-800-265-3005

Email: tmetcalfe@brucecounty.on.ca

Preferred means of Communication: Phone

Alternate means: Email

In absence of the Director, the Manager of Income and Support Services, will serve as a backup.

Either Party may change its designated contact by written notice to the other Party.

To activate the Services or place CRCS on standby, the County shall make a request to the CRCS contact indicated above and shall provide information about the Emergency or anticipated Emergency as set out below to facilitate the deployment of appropriate personnel and resources (Notification).

In the absence of Notification, CRCS shall not be obligated to provide Services; however, if CRCS receives notice directly from an affected community or otherwise becomes aware of a situation which may warrant the deployment of Services, CRCS may contact the County and seek approval for the activation of Services. Furthermore, this Agreement does not restrict the ability of CRCS to provide aid on its own initiative and at its own expense, outside of this Agreement.

When requesting or approving the activation of Services, or when requesting that CRCS go on standby, the County shall provide the following information, to the extent applicable and available:

- iii. the nature and location of the Emergency;
- iv. the time the Emergency occurred;
- v. the number of affected people (if known);
- vi. any current or possible evacuation, and the expected duration of the evacuation operation;

- vii. emergency services on scene;
- viii. the Services (per Schedule “A”) that are requested; and
- ix. the location of Emergency Sites or other locations where Services are needed or will be delivered;
- x. any identified threats or hazards to the affected population or to CRCS Personnel;
- xi. location of affected vulnerable populations, such as long-term care facilities or hospitals;
- xii. any special instructions, limitations or risks; and
- xiii. County Liaison Officer name(s) and contact information (if different from the Notification contact listed in this Section).

In Large-Scale Emergencies, specific datasets may be required from the Municipality, depending on the assistance that is requested from CRCS, in order to ensure the efficient delivery of digital assistance services. This data may include:

- xiv. data on the boundaries of impacted areas and/or evacuation boundaries, including geospatial polygons where available;
- xv. point data and/or address information for impacted residences;
- xvi. information regarding the status of essential services such as hydro, water, heat, etc. within the relevant areas; and
- xvii. relevant statistics related to the population, demographics, or other sociologically significant indicators of an affected community.

Data sets shall be conveyed in a machine-readable format (e.g., as raw data, not as a PDF). Where the datasets contain personal information, they shall be transferred using encryption or a secure file transfer protocol site (FTP).

SCHEDULE “E”

FUNDAMENTAL PRINCIPLES

Humanity	The International Red Cross and Red Crescent Movement, borne of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavours, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.
Impartiality	The Movement makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavours to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.
Neutrality	In order to continue to enjoy the confidence of all, the Movement may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.
Independence	The Movement is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.
Voluntary Service	It is a volunteer relief movement not prompted in any manner by desire for gain.
Unity	There can be only one Red Cross or one Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.
Universality	The International Red Cross and Red Crescent Movement, in which all Societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.