



Memorandum of Understanding

Between

THE MINISTRY OF JUSTICE

and

...

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (HEREINAFTER REFERRED TO “MOU”) is made and entered into on this the 6th day of September, 2022 on behalf of the Government of Jamaica by and between the Ministry of Justice (MOJ) through its Restorative Justice Unit (RJU), located at 61 Constant Spring Road, Kingston 10, Jamaica of the **FIRST PART** and the ..., located at ..., ..., Jamaica, of the **SECOND PART** referred collectively as the “**Parties**” and each as a “**Party**”.

WHEREAS the Parties have a mutual interest in the fields of restorative justice, training, transfer and dissemination of knowledge, and have recognized the important role that a partnership between the state and the church could play in promoting national development and instilling a culture of peace, healing, forgiveness and restoration in the society, in order to reduce crime and violence.

AND WHEREAS the MOJ and the ... have a joint interest in preventing and reducing conflict in homes and communities across Jamaica. This MOU signifies the expansion of the Parties individual efforts to promote best practices in conflict resolution and enhance community cohesion.

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

Clause 1: Purpose and Scope

The purposes of this MOU are to:

- i) Establish a cooperative and mutually beneficial relationship between the Parties;
- ii) Delineate specific actions that will be performed in support of our joint efforts to minimize conflicts in the Jamaican society, by raising awareness of restorative approaches and support the development of trusting and sustainable relationships in the island’s homes and communities.

Clause 2: Description of Training and Target Audience

Restorative Practices training equips staff with conflict reduction skills. It is a set of principles, working from a preventative perspective, which studies how to repair and build trusting and respectful relationships between individuals and in communities. Evidence demonstrates that continued use of restorative approaches assists not only with resolving conflicts as they occur, but

serves to boost participants morale, develop a shared understanding between individuals and cultivate a culture of positivity and team spirit.

The target audience for mobilization under this MOU are church leaders drawn from Religious institutions across Jamaica. Each church will mobilize at least twenty (20) church leaders or members to participate in each training session.

Clause 3: Commencement, Duration, Extension and Renewal

This MOU shall come into effect on the date of signing and shall remain in full force and effect from the date hereof until September 5, 2024.

One (1) month prior to the expiration of this MOU, the Parties may agree to extend the period of performance for an additional period as may be mutually agreed.

Prior to the expiration of this MOU, either party may initiate a renewal upon mutual agreement.

Clause 4: Roles and Responsibilities of the Parties

4.1 Roles and Responsibilities of the MOJ-RJU

The MOJ-RJU agrees to support this initiative in three ways, namely, it will provide:

- i) The two-day Restorative Practices (RP) training, to include trainer(s) and all training material.
- ii) The certification to all participants who complete the two-day RP training, with the understanding that both days must be completed in order for certification to be approved.
- iii) An outline of the referral process for appropriate matters to be referred to the RJ Unit.

4.2 Roles and Responsibilities of the ...

The ... agrees to support the initiative in five ways, namely, it will –

- i) Provide the MOJ-RJU with a list of churches where the training will be delivered.
- ii) Provide the venues, where the training sessions will be held.
- iii) Advise the churches of the training dates, mobilize the trainees and advise the MOJ-RJU, of the participants' details at least 1 week prior to commencement of the training.
- iv) Mobilize the participating churches to provide refreshments for all participants during the period of the training workshop.

Clause 5: Management of the MOU

The MOU shall be managed by the Coordinator of the Restorative Justice Programme within the MOJ and the

Clause 6: Disclosures

It is understood that it may be necessary for either of the Parties to disclose to the other information of a proprietary nature under this Agreement. Proprietary information shall be clearly identified by the disclosing Party. Each Party agrees to employ reasonable procedures to protect such proprietary information received from the other.

Each of the Parties shall give full recognition and consideration to the role and contribution of the other Party in all releases concerning this MOU that directly pertain to the other Party's area(s) of responsibility.

Clause 7: Notices

Any correspondence made pursuant to this MOU shall be in writing and be deemed to have been made when delivered to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email or facsimile to such Party at the addresses stated herein.

Notices regarding this Agreement shall be directed to:

Name: Ms. Saccsha Ebanks
Title: Programme Coordinator (Actg.)
Organization: Ministry of Justice
Address: 61 Constant Spring Road
Kingston 10
Email: Saccsha.Ebanks@moj.gov.jm
Contact #: 876 362 8994

Name: ...
Title: ...
Organization: ...
Address: ...
Email: ...
Contact #: ...

Clause 8: Relationship

The relationship between the Parties created by this MOU is that of voluntary participation and is limited in scope to the terms in this MOU. Nothing contained in this MOU will be construed as constituting any other relationship between the Parties. This MOU is not intended to be legally binding.

Clause 9: Termination

Any Party in its sole discretion may withdraw from participation in this MOU by giving thirty (30) days’ written notice to the other Party. A Party who withdraws from this MOU will be without further obligation to the other Party, subject to the Laws of Jamaica. Notwithstanding, it is expected that the Parties will work co-operatively to ensure a smooth and orderly discontinuance of their relationship upon termination of this MOU.

IN WITNESS WHEREOF, the Parties hereto have signed Three (3) originals of this Memorandum of Understanding on the date indicated below.

Signed for and on behalf of
THE MINISTRY OF JUSTICE by:

.....
Mrs. Grace Ann Stewart McFarlane
Permanent Secretary

Date:

In the presence of: -

.....

Date:

Signed for and on behalf of
... by:

.....
...
...

Date:

In the presence of: -

.....

Date: