



GOVERNMENT OF THE
VIRGIN ISLANDS
The Cabinet Office

PUBLICATION NOTICE

TENDER WAIVER DOCUMENTS

**Contractual Extension of Consultancy
Services for Law Revision, Training and
Legal Policy - Ms. Michelle Antoinette
Roxanne Daley (Amendment)**

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RECOMMENDATION B19 AND OTHER REFORMS

GUIDELINES FOR PUBLICATION

The Cabinet remains committed to the principles of good governance, transparency and accountability. The Framework for Implementation of the Recommendations of the Commission of Inquiry Report (“the Framework Agreement”) allows the publication of Cabinet documents relating to proposed tender waivers in combination with Recommendation B19 of the COI Report relating to Contracts.

In keeping with both the Commission of Inquiry Report and Framework for Implementation of the Recommendations of the Commission of Inquiry Report and other Reforms, *Cabinet agreed to a standing waiver to allow publication of the Cabinet documents relating to Memoranda proposing a tender waiver.*

GUIDELINES

1. Cabinet documents will be published after confirmation of the minutes and within three (3) days after the signing and registering of the contract.
2. In accordance with the Virgin Islands Public Procurement Act, 2021, Section 54(4), information in Cabinet documents will be redacted if its non-publication is necessary for the protection of the national security of the Virgin Islands or if its disclosure would:
 - i. be contrary to law;
 - ii. impede law enforcement;
 - iii. prejudice legitimate commercial interests of a particular supplier; or
 - iv. impede fair competition.
3. Legal advice, and the advice of the National Security Council in accordance with Section 57 (3) of the Virgin Islands Constitution (2007) Order, will be sought as necessary in determining whether redactions are required.
4. Any amendments made to documents would be re-published, once approved by the Cabinet of the Virgin Islands.
5. The published Cabinet documents will be also available on bvi.gov.vg, Government’s Facebook page, the Virgin Islands Official Gazette’s website (www.eservices.gov.vg/gazette) and on Twitter.

CABINET MEMORANDUM

Background Information

- 1) By its decision on Memo No. 189/2021 Cabinet:
 - (i) considered and approved the extended engagement of Ms. Michelle Antoinette Roxanne Daley to provide the services set out in **Appendix A** of the relevant for a period of two (2) years from 1st November, 2022 with a right to terminate on three (3) months' notice by either party;
 - (ii) decide that Ms. Daley be compensated at a rate of one hundred and twenty-eight thousand, four hundred dollars (\$128,400) per annum to be paid from Head 21174077 - Attorney General's Chambers, Subhead 528299 Other Consultancy;
 - (iii) decide that the Financial Secretary instruct the Attorney General's Chambers to prepare the relevant Agreement; and
 - (iv) decide that an expedited extract be issued to allow the decision of Cabinet to be acted upon before the confirmation of the Minutes.
- 2) A copy of the related Cabinet paper is at **Appendix A** and the Expedited Extract is at **Appendix B**.
- 3) The Attorney General has noted an error in the figures provided by the Chambers to the Ministry of Finance in respect of the engagement.
- 4) The total compensation figure, based on Ms. Daley's original contract at **Appendix C**, should be one hundred and thirty-four thousand, four hundred dollars (\$134,400.00) per annum rather than one hundred and twenty-eight thousand, four hundred dollars (\$128,400.00).
- 5) **Breakdown:**
 - 6) **Base Salary** - \$10,000 per month;
 - 7) **Housing Allowance** - \$ 700.00 per month;
 - 8) **Transportation Allowance** - \$500.00 per month;
 - 9) **Total compensation = \$11,200 per month = \$134,400 per annum**
- 10) Under the subsequent contract (**see Appendix D**), Ms. Daley had agreed to accept a lesser sum due to budget constraints so as to be able to provide services to the Chambers for a longer period of time before completing her current engagement and this latter figure was provided to the Ministry of Finance to prepare Memo No. 104/2022. Subsequently, Ms. Daley negotiated that her contract arrangement be revised to the original contract sum. This was met favorably by the Attorney General's Chambers and

there appears to be sufficient funding within their budget allocation to accommodate the request.

Purpose

11) To correct an error in the compensation figure for the extended consultancy to provide immediate resources to the Accessibility of Laws Project and for the development of legal policy and an internal legislative drafting training program as well as supplemental drafting services to the Attorney General's Chambers.

Cross-Ministry Consultation

12) The nature of the paper does not necessitate cross-ministry consultation; however, the paper was authored by the Attorney General's Chambers prior to being transferred to the Ministry of Finance.

Financial Implications

13) The Ministry of Finance previous comments to this matter as per Cabinet paper of similar title which resulted in Cabinet's approval as per Memo No. 189/2022 stands. As previously stated, the appropriate provisional funding has been secured which will also adequately fund the amended figure and will be met from Head 21174077 - Attorney General's Chambers, Subhead 528299 Other Consultancy.

14) Ms. Daley's extensive expertise and experience, as outlined in her CV, has been invaluable to the Attorney General's Chambers in execution of these initiatives. Consequently, the Ministry supports the decision sought.

Budget

15) Funding for these services will be met from Head 21174077 - Attorney General's Chambers, Subhead 528299 Other Consultancy.

Communication Strategy

16) Cabinet's decision will be communicated via established mediums to the relevant agencies.

Conclusion

17) Members are asked to consider and concur with the Decision Sought.

Decision Sought

Cabinet is invited to:

- a. rescind the decision made by Cabinet on 17th August, 2022 via Memo No. 104/2022;
- b. consider and approved the extended engagement of Ms. Michelle Antoinette Roxanne Daley to provide the services set out in **Appendix A** for a period of two (2) years from 1st November, 2022 with a right to terminate on three (3) months' notice by either party, in accordance with Section 3(3)(b)(v) of the Public Procurement Act, 2021;
- c. decide that Ms. Daley be compensated at a rate of one hundred and thirty four thousand, four hundred dollars (\$134,400) per annum to be paid from Head 21174077 - Attorney General's Chambers, Subhead 528299 Other Consultancy;
- d. decide that the Financial Secretary instruct the Attorney General's Chambers to prepare the relevant Agreement; and
- e. decide that an expedited extract be issued to allow the decision of Cabinet to be acted upon before the confirmation of the Minutes.

Dr. the Hon. Natalio Wheatley
Minister of Finance
26 September 2022

APPENDICES

Contractual Extension of Consultancy Services for Law Revision, Training and Legal Policy - Ms. Michelle Antoinette Roxanne Daley

Signed

15 August 2022 MOF File: FIN:E1/295 Mr Document Transfers

· Memo No. 104/2022

Background Information

1) By its decision on Memo No. 189/2021 Cabinet approved the proposal and funding for the Accessibility of Law Project (**see Appendix B**) and it is now underway To date:

- i. The Attorney General's Chambers has established a robust relationship with the Regional Law Revision Centre (RLRC) in Anguilla: <https://lawrevision.ai/> which has been working with the Chambers to deliver revised legislation on an agreed basis;
- ii. The 2022 Budget has allocated \$250,000 to the project for 2022 and a similar amount is expected to be allocated to comply with the Cabinet decision on Memo No.189/2021;
- iii. A selection of laws (mainly relevant to the financial services sector) were revised at 1 January, 2020 and published in the Virgin Islands Official Gazette in 2021;
- iv. A priority list of laws for revision as at 31 December, 2021 are now in draft form and are being reviewed by the Attorney General's Chambers;

- v. A priority list of legislation to be revised as at 31 December, 2022 is being compiled for transmission to the RLRC in line with agreed arrangements;
 - vi. In 2021, the Department of Information Technology custom-built the website <http://laws.gov.vg/> which is now available to the public. It is still being populated but has proven immensely helpful in the meantime as it contains legislation already consolidated in 2013 and 2020;
 - vii. An advertisement was placed for a Senior Legislative Counsel (Law Reform) to assist with the project. Interviews concluded the week of 25th July 2022;
 - viii. The Attorney General's Chambers drafted a Request For Proposals for a Law Revision Consultant which was completed by the Ministry of Finance and published on 8th July 2022. The bidding process will be closed on 22 August 2022 (**see Appendix C**);
 - ix. The Attorney General's Chambers has also submitted a CURT proposal for a full-time Law Revision Counsel/Trainer (**see Appendix D**) and is awaiting the outcome of the process; and
 - x. The procurement process for a practice management consultant to assist the AGC with identifying appropriate technology to facilitate the work of the drafting unit in law revision and other areas of AGC practice is almost complete (Cabinet Decision – Revised Memo No. 23/2022 **see Appendix E**).
- 2) The Commission of Inquiry Report published on April 2022 also recommended that “ consideration be given to building upon the current initiatives for revising, consolidating and publishing in readily accessible form the

laws of the BVI, including early consideration for prioritizing elements of this project and producing a work program for it " This is recommendation B44

3) Additionally, the Government is hoping to be able to provide consolidated legislation in preparation for the upcoming 2023 CFATF assessment;

4) Most importantly, all persons bound and affected by the laws of any country should be able to easily access and research the laws relevant to them The laws of the Virgin Islands were last revised more than 30 years ago in 1990 and since that time, there have been substantial amendments and a full suite of the Laws of the Virgin Islands are yet to be made publicly available electronically in an easily accessible form

5) Challenges

6) The greatest challenge to the Accessibility of Law Project has been the lack of dedicated human resources brought about by a slow recruitment process and an aggressive legislative agenda due to a number of factors including the normal conduct of Government business, international assessments, the Commission of Inquiry Report published in April, 2022 and the Framework for the Implementation of the COI Report Recommendations and Other Reforms.

7) For these reasons, Tender No 21 of 2022 was published to secure the services of a qualified individual to lead the law revision process until the internal human resources arrangements can be solidified and in the meantime, to build a sustainable internal revision and consolidation program that can be transferred as and when full time personnel are on boarded

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11) Withdrawing the tender would also mean that the progress of the Accessibility of Laws Program will be further delayed and possibly stalled. It has taken some time to mobilise current resources and get momentum going. There are also no guarantees as to when the CURT and recruitment processes will be completed and resources are already stretched.

12) It is also proposed that Cabinet facilitate the continuation of the existing arrangements in Chambers by waiving the tender process to extend the consultancy arrangements of Ms. Michelle Antoinette Roxanne Daley. Currently the Vice-President of the Commonwealth Association of Legislative Counsel (CALC), Ms Daley has 25 years of legislative drafting experience in several jurisdictions including Jamaica, the British Virgin Islands, Belize, Cayman Islands, Anguilla and the Dubai Financial Services Centre (**See CV at Appendix F**). From November, 2021 to August, 2022, she has been contracted by the Government of the Virgin Islands. Initially, she provided robust legislative drafting support to the Attorney General's Chambers while the Chief Parliamentary Counsel proceeded on annual leave in December 2021 for a period of six months. Her tenure was very productive. In addition to assisting with the drafting of legislation and the supervision of junior counsel, she also led a seminar on the legislative process which was very well received by public officers. Her contract was extended for an additional three months to September, 2022 to assist with establishing the long-term structure for the Accessibility of Law Program and to provide expertise on the requirements for technology to make the drafting process more efficient. The Attorney General has expressed her satisfaction with the work and

department of Ms. Daley during her tenure under contract. Ms. Daley attended the pre tender meeting for the Tender so it is reasonable to assume that she would entertain an offer to continue her contract on its current terms.

Purpose

13) To provide immediate resources to the Accessibility of Laws Project and for the development of legal policy and an internal legislative drafting training program as well as supplemental drafting services to the Attorney General's Chambers.

Cross-Ministry Consultation

14) The nature of the paper does not necessitate cross-ministry consultation; however, the paper was authored by the Attorney General's Chambers prior to being transferred to the Ministry of Finance.

Financial Implications

15) The Ministry of Finance is a proponent of the public tendering process, full or restrictive, in accordance with Part 27 of the Public Finance Management Regulations, 2005 and its amendments, particularly Section 170 where procurement of goods and services including works, are by direct purchase and up to \$100,000 while the public tender process or a restricted one is for amounts over that amount. Requests for waiver of the process should not be the norm where they may sacrifice accountability, transparency, competitive shopping, quality and best value for money. It is expected to be used sparingly in the event of exceptional circumstances where the normal process is not ideal. The Ministry of Finance only endorses requests if there is transparent evidence that the

circumstances are ideal for the waiver, the service provider has proven experience of such performance, and there is strong evidence that value for money will be rendered.

16) The circumstances, as laid out in the paper coupled with the time sensitivity of completing this initiative, justify the need to abort the tainted tender process and grant an extension to Ms Daley The appropriate provisional funding has been secured as noted in the paper and will be met from Head 21174077 - Attorney General's Chambers, Subhead 528299 Other Consultancy.

17) Ms. Daley's extensive expertise and experience, as outlined in her CV, will continue to bring astute contributions to the the Law Revision initiative Consequently, the Ministry supports the decision being sought.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]




Budget

21) Funding for these services will be met from Head 21174077 - Attorney General's Chambers, Subhead 528299 Other Consultancy

Communication Strategy

22) Cabinet's decision will be communicated via established mediums to the relevant agencies.

Conclusion

23) Members are asked to consider and concur with the Decision Sought.

Decision Sought

Cabinet:

- a consider and approve the extended engagement of Ms Michelle Antoinette Roxanne Daley to provide the services set out in **Appendix A** for a period of two (2) years from 1st November, 2022 with a right to terminate on three (3) months' notice by either party;
- b. decide that Ms. Daley be compensated at a rate of one hundred and twenty-eight thousand, four hundred dollars (\$128,400) per annum to be

paid from Head 21174077 - Attorney General's Chambers, Subhead 528299
Other Consultancy;

- c. decide that the Financial Secretary instruct the Attorney General's
Chambers to prepare the relevant Agreement; and
- d. decide that an expedited extract be issued to allow the decision of Cabinet
to be acted upon before the confirmation of the Minutes.

Recipients: Attorney General, AGC;

Hon. Kye Rymer
for: Dr the Hon Natalio
Wheatley
Minister of Finance
19 August 2022

Michelle Antoinette Roxanne Daley
P.O. Box 75850, Dubai, United Arab Emirates
(971)526577493 (mobile); chelledaley@yahoo.com (e-mail)

OBJECTIVE

- To obtain a position within a Government or Quasi-Government Department that will permit me to utilize my experience in Legislative Drafting, Law Reform, Law Revision, Interpretation, Research and other legal functions while maximizing and further developing my interpersonal, managerial and organizational skills.

SKILLS SUMMARY

- Research and Investigation: General legal research with particular reference to Laws and constitutionality.
- Legislative Interpretation: Twenty-three (23) years of experience as a Legislative Counsel.
- Legal Writing: Twenty-three (23) years of experience translating Government Policy requests into Bills.
- Litigation: Coordinated Government Ministry enforcement measures in the courts.
- Leadership and Initiative: Represented colleagues, Jamaica, British Virgin Islands, Cayman Islands, Belize and Anguilla at various fora.
- Interpersonal skills: Works well in a team; works on own initiative; works without supervision and meets and exceeds expectations.
- Teaching: Over twenty (20) years experience as tutor, lecturer, and facilitator.
- Mediation: Certified Mediator.
- Computer Skills: Microsoft Excel, PowerPoint, Word 7.0, Wordperfect.

ADMITTED TO THE BAR

- Kingston, Jamaica, October 9, 1997.

AWARDS

- Government of Jamaica Postgraduate Scholarship (Legislative Drafting) 1995 - 1997
- Portfolio of Legal Affairs, Government of the Cayman Islands, Service Award, 2011

EDUCATION

London School of Economics, UK – Certificate in Regulation: Theory, Strategy and Practice, 2020

Institute of Leadership and Management, UK – Certificate in First Line Management Leadership, 2017

Regional Law Revision Centre, Anguilla - Certificate in Consolidation of Laws, 2014

IAEA Nuclear Law Institute, Austria - Certificate in Nuclear Law, 2012

London School of Mediation - Accredited Civil and Commercial Mediator, 2011

The University of the West Indies, Cave Hill, Barbados - LL.M. (Legislative Drafting) 1997

- Prepared “A” grade Thesis reviewing the Fair Competition Act of Jamaica, 1993.
- Presented paper on “Duty to Give Reasons” at Faculty Seminar.
- Post-Graduate Student Representative to the Law Society.

Norman Manley Law School, Jamaica, Legal Education Certificate 1997

- Responded on behalf of the graduating class at the Call to the Bar, October 9, 1997.

EDUCATION cont'd.

The University of the West Indies, Cave Hill, Barbados, LL.B. (Hons.)1994

- Pursued Commercial Law Electives: Contract, Company, Insurance, Trust, Insolvency and Revenue Law.
- Secretary - Jamaica Association of Students at Cave Hill 1993 – 1994

WORK EXPERIENCE

September 2019 to Present ***Associate Director, Legal (Legislation)***
Dubai Financial Services Authority

- Responsible for drafting legislation (Laws, Rules, Guidance).
- Conduct legal research.
- Provide legal advice and support to the Policy and Strategy Department and other Departments.
- Prepare or contribute to high standard papers and materials to the Board of the DFSA and its committees and participate in meetings of the DFSA legislative committee.
- Analyse and advise on legislation that may affect the DFSA.
- Oversee and enhance the quality and consistency of legislation and legal advice, including settling drafting and advice of junior lawyers.

June 2018 to January 2019 ***Consultant***
Anguilla Financial Services Commission

- Responsible for the preparation of a Comparative Analysis Report of relevant financial services legislation.

November 2015 to August 2019 ***Senior Legislative Counsel***
Legislative Drafting Department, Government of the Cayman Islands

- Responsible for drafting both primary and subsidiary legislation in a variety of areas.
- Conduct legal research.
- Advise Government ministries, portfolios and departments on legislation and legislation being drafted.
- Attend Legislative Assembly when Bills prepared by me are being tabled and debated.
- Supervise Legislative Counsel and Article Clerks.
- Responsible for Human Resource functions delegated from the Head of Department.

July 2015 to September 2015 ***Consultant Drafter***
Portfolio of Legal Affairs, Government of the Cayman Islands

- Prepared legislation in relation to Companies and Financial Services.

November 2013 to November 2015 ***Chief Parliamentary Counsel***
Attorney General's Chambers, Anguilla

- Head of Legislative Drafting Unit - responsible for coordination and delivery of the Legislative Agenda.
- Responsible for drafting both primary and subsidiary legislation in a variety of areas.
- Conducted legal research and advised Government Ministries on legislation and legislation being drafted.
- Attended House of Assembly when Bills are being tabled and debated.
- Supervised Senior Parliamentary Counsel, Parliamentary Counsel, drafting assistants and support staff.
- Developed and implemented ongoing training for Counsel in the Legislative Drafting Unit.
- Responsible for the consolidation of legislation for publication in the Revised Laws of Anguilla, 2014.
- Appointed as Acting Attorney General.

WORK EXPERIENCE cont'd.

January 2012 to
December 2013 **Consultant Drafter/Deputy Solicitor General (Legislative Drafting)**
Commonwealth Secretariat/CFTC Expert/Attorney General's Ministry, Belize

- Responsible for drafting both primary and subsidiary legislation in a variety of areas.
- Conducted legal research and advised Government Ministries on legislation and legislation being drafted.
- Attended National Assembly when Bills prepared by me are being tabled and debated.
- Developed and implemented ongoing training for Counsel in the Legislative Drafting Unit.
- Developed and implemented training for line ministry personnel involved in the legislative process.
- Developed and published legislative drafting manual.
- Supervised Counsel, drafting assistants and support staff.
- Assisted the Law Revision Commissioner with the consolidation of Laws for the Law Revision Project.
- Acted as Solicitor General.

June, 2010 **Consultant Drafter - PANCAP, CARICOM**

- Prepared Model Anti-Discrimination Legislation

July, 2006 to
December 2011 **Legislative Counsel**
Legislative Drafting Department, Government of the Cayman Islands

- Responsible for drafting both primary and subsidiary legislation in a variety of areas.
- Conducted legal research.
- Advised Government ministries, portfolios and departments on legislation and legislation being drafted.
- Attended Legislative Assembly when Bills prepared by me are being tabled and debated.
- Supervised Article Clerks/Junior Counsel.
- Acted as Senior Legislative Counsel.

June 2004 to
June 2006 **Senior Legislative Counsel**
Law Reform Commission, Tortola, British Virgin Islands

- Reviewed existing legislation for the purposes of modernization and reform of legislation in the Territory.
- Conducted research, prepared preliminary recommendations, provided legal advice and opinions in relation to matters under consideration or to be recommended for consideration by the Commission.
- Prepared Draft legislation for consideration and approval of the Commission.
- Attended and participated in public fora to educate and inform the society at large of the reform process.

September 1998 to
May 2004 **Lecturer**
Justice Training Institute, Kingston, Jamaica

- Lectured Constitutional and Administrative Law, as well as Family Law.
- Conducted guest lectures to the Magistracy and court officers on the Preparation of Legislation and Statutory Interpretation.

July 1997 to
May 2004 **Assistant Parliamentary Counsel July 1997 - November 2002**
Parliamentary Counsel November 2002 – May 2004
Office of the Parliamentary Counsel, Kingston, Jamaica

- Responsible for drafting both primary and subsidiary legislation in a variety of areas.
- Attended Legislation Committee (sub-committee of the Cabinet) and Joint Select Committees of Parliament in relation to Bills that I have drafted.
- Conducted legal research.
- Advised Government ministries and departments on legislation and legislation being drafted.

WORK EXPERIENCE cont'd.

September 1995 to **Tutor.**
June 1996 **University of the West Indies, Faculty of Law, Cave Hill, Barbados**

- Tutored first and second year undergraduate courses in Criminal, Contract, Real Property, Constitutional and Administrative Law.

June 1994 to **Tutor.**
August 1995 **College of Arts Science and Technology, Kingston, Jamaica**
(now, the University of Technology, Kingston, Jamaica)

- Tutored Business Law to Diploma and Degree students.

August 1994 to **Legal Officer.**
August 1995 **Ministry of Labour, Social Security and Sport, Kingston, Jamaica**

- Researched and prepared Cabinet Submissions for proposed legislation.
- Coordinated litigation efforts in relation to compliance under the National Insurance Act.
- Advised the Minister and Permanent Secretary on the interpretation and enforcement of legislation.

POSITIONS/ASSOCIATIONS

- Council Member (Americas Region Representative) Commonwealth Association of Legislative Counsel; 2017 – 2019; 2019 – 2021; Represented the Cayman Islands at CALC Conference Nairobi, Kenya, 2007, Presenter CALC Conference, Cape Town, South Africa, 2013, Represented the Cayman Islands at CALC Conference Melbourne, Australia, 2017; Presenter CALC Conference, Livingstone, Zambia, 2019.
- Secretary, Cayman Islands Government Wellness Committee 2016-2017; Member 2019
- President, Legal Officers Staff Association, Jamaica, 2002 - 2004.
- Treasurer, Duke of Edinburgh Awards, Jamaica, 2001 - 2002.
- Charter member, Vital Voices of Jamaica and Jamaican representative to Vital Voices, Women in Democracy Conference, Uruguay, 1998.
- Chairperson, St. Ignatius Catholic School Home School Association, 2008 - 2010.
- Member, St. Ignatius Catholic School Board of Governors, 2008 - 2011.
- Secretary, Rotary Club of Belmopan, 2013.
- Director, Rotary Club of Anguilla, 2014 - 2015; Secretary, Rotary Club of Anguilla, 2015 - 2016.

PUBLICATIONS/PAPERS

- Navigating the Waves of Change: A Commonwealth Caribbean Perspective of Change in Small Drafting Offices- Paper presented at the CALC Conference Livingstone, Zambia, 2019
- Role of the Commonwealth Secretariat and the Development of Legislative Drafting in the Commonwealth Caribbean - A Worthwhile Investment - Loophole, Issue No. 2 of 2014.
- Role of the Commonwealth Secretariat and the Development of Legislative Drafting in the Commonwealth Caribbean - A Worthwhile Investment - Paper presented at the CALC Conference Cape Town, South Africa, 2013.
- Legislative Drafting Manual; Belize; Ministry of the Attorney General, 2013 (unpublished)
- Key Legislative Drafting Principles and Provisions - Paper presented at the CARICOM Legislative Drafting Seminar, Bridgetown, Barbados, 2011.

REFERENCES: Available on Request

MEMORANDUM

OUR REF.: FIN/E1/295

TO: Attorney General

FROM: Financial Secretary

DATE: 23rd August, 2022

SUBJECT: Contractual Extension of Consultancy Services for Law Revision, Training and Legal Policy - Ms. Michelle Antoinette Roxanne Daley - Memo No. 104/2022

In accordance with decision 'c' (*see attached*), you are to prepare the relevant agreement to extend the engagement of Ms. Michelle Antoinette Roxanne Daley to provide services as prescribed in the Terms of Reference for Law Revision Services, Legal Policy & Training in Legislative Drafting of which you are aware.

Your attention to this matter is appreciated.



EXPEDITED EXTRACT

Ref:

CO/C/070/2

FROM:

Cabinet Secretary

TO:

Minister of Finance

CC:

Financial Secretary

DATE:

19th August, 2022

Contractual Extension of Consultancy Services for Law Revision, Training and Legal Policy - Ms. Michelle Antoinette Roxanne Daley - [Memo No. 104/2022](#)

Further to the decision made by the Cabinet at the Special meeting on 19th August, 2022, below is the decision taken by the Cabinet in respect of the captioned matter:

Cabinet:

- a. considered and approved the extended engagement of Ms. Michelle Antoinette Roxanne Daley to provide the services set out in **Appendix A** for a period of two (2) years from 1st November, 2022 with a right to terminate on three (3) months' notice by either party;
- b. decided that Ms. Daley be compensated at a rate of one hundred and twenty-eight thousand, four hundred dollars (\$128,400) per annum to be paid from Head 21174077 - Attorney General's Chambers, Subhead 528299 Other Consultancy;
- c. decided that the Financial Secretary instruct the Attorney General's Chambers to prepare the relevant Agreement; and
- d. decided that an expedited extract be issued to allow the decision of Cabinet to be acted upon before the confirmation of the Minutes.

Please be guided accordingly.

Ms. Sandra Ward

19th August, 2022

No. 527/2021

Contract No. AGC/007P/2021



GOVERNMENT OF THE
VIRGIN ISLANDS

AGREEMENT

BETWEEN

GOVERNMENT OF THE VIRGIN ISLANDS

AND

MICHELLE A. R. DALEY



1205/502.011

CONTRACT NO. AGC 007P/2021

THIS AGREEMENT is made this 8th day of November, 2021 ~~October~~ BETWEEN THE GOVERNMENT OF THE VIRGIN ISLANDS, having its primary address at 33 Admin Road, Road Town, Tortola, Virgin Islands (hereinafter referred to as "*the Government*"), of the One Part and MICHELLE ANTOINETTE ROXANNE DALEY of PO Box 1279, George Town, Grand Cayman, KYI-1108, Cayman Islands ("*the Consultant*"), of the Other Part (collectively referred to as "*the Parties*").

BACKGROUND:

- (1) The Government would like to engage the services of the Consultant to provide in-house legislative drafting services to the Government of the Virgin Islands beginning on 1st December, 2021 for a period of 6 months.

- (2) The Consultant has the necessary expertise and skills to execute these services.

NOW THEREFORE, IT IS AGREED as follows:

1. Engagement and duration

- 1.1 Subject to the terms of this Agreement, the Government retains the Consultant to provide the professional services to the Government working under the direction of the Attorney General as set out in the First Schedule.

- 1.2 The duration of this consultancy shall be six (6) months at first instance, with the possibility of being renewed by way of mutual agreement.

2. The Consultant's Obligations

The services particularised in Clause 1 shall be performed by the Consultant and the Consultant agrees to perform the obligations set out below.

- 2.1 The Consultant shall provide the services in an expert and diligent manner and shall promptly and faithfully comply with and observe all lawful and proper directives and orders which may from time to time be given by the Attorney General within the ambit of this Agreement.

2.3 During the term of this Agreement, the consultant shall not engage in or solicit any work or business that would create a conflict with the provision of the Services.

2.3 The Consultant acknowledges and agrees that the performance of the Services will require her to carry out her duties at the Attorney General's Chambers in Road Town, Tortola and to develop and maintain a professional working relationship with all personnel primarily those assigned to the Parliamentary Division.

3. Fees and Payments

3.1 In consideration of the services rendered in accordance with Clause 1, the Consultant shall be entitled to be remunerated by the Government as follows:

3.1.1 A flat rate of \$10,000 USD per month will be paid to the Consultant, during the duration of the consultancy.

3.1.2 The Consultant shall also be paid an accommodation allowance of \$800 per month and a transportation allowance of \$500 per month.

4. Confidentially and Restrictions

4.1 The Consultant agrees to treat as confidential all information received from the Government. The Consultant agrees to disclose this information only to those who need to know it for the performance of this Agreement.

4.2 The Consultant shall keep secure and take all reasonable precautions to provide for safe custody of the Government's information and data in her possession and to prevent unauthorised access thereto and will ensure that the said information and data remain with the Government.

4.3 Any confidential, technical or commercial information; whether verbal, in writing or in any other form, pertaining to the Services given to the Consultants by the Government or its authorised officers, agents, employees or representatives or acquired by the Consultant on

behalf of the Government during the course of this Agreement (the "Information") shall not be disclosed to any person or third party without the Government's prior written consent.

- 4.4 All rights to any creative work and material produced by the Consultant in the performance of the Services shall be the property of the Governments and the Consultant hereby assigns and transfers all her rights, title and interest including any copyrights to such intellectual property of the Government.

5. The Government's Obligations

- 5.1 The Government shall make efforts to ensure that full co-operation is given by its employees and/or agents to enable the Consultant to perform her duties under the Agreement.

5.2 Deliverables

The Consultant shall deliver to the Government advice, memoranda, letters, research, reports, assessment instruments, questionnaires, displays and other work product as necessary.

6. Independent Contractor

The parties hereby agree that the Consultant is an independent contractor and shall not be regarded for any purpose as the agent or employee of the Government.

7. Termination

- 7.1 The Agreement may be determined by either party giving to the other one (1) month's written notice of termination or one month's remuneration in lieu of notice whereupon all rights and advantages reserved to the Consultants by this Agreement shall cease forthwith.

- 7.2 The Government shall have the rights to terminate this Agreement forthwith in the following circumstances:

- (i) If the Consultant at any time after signing hereof: (a) neglects, fails, refuses or becomes unable to perform any of her duties or to comply with any legitimate order;

(b) discloses any information in respect of the affairs of the Government or any implementing or executing agency to any unauthorized person; or (c) is guilty of misconduct.

- (ii) If the Consultant is guilty of any criminal offence other than an offence which in the opinion of the Government does not affect her position as Consultant.

8. Assignment

The Consultant shall have no rights to assign, transfer, charge or in any manner make over or purport to assign, transfer, charge or make over this Agreement or any rights hereunder or any part thereof. The Government has the right to assign this Agreement upon giving ten (10) days' notice to the Consultant in the following circumstances:

- a) If the Consultant neglects, fails, refuses or is unable to fulfill her obligations under the agreement.
- b) If the Consultant is guilty of any criminal offence other than an offence which in the opinion of the Government does not affect her position as Consultant.

9. Notices

- (i) Any notice given by the Contractor shall be delivered or sent by post to the Government at the following address:

Hon. Dawn J. Smith
Attorney General
Attorney General's Chambers
TTT Building
33 Admin Drive
Central Administration Building
Road Town, Tortola
British Virgin Islands

- (ii) Any notice given by the Government shall be delivered or sent by post to the Consultant at the following address:

MICHELLE ANTOINETTE ROXANNE DALEY
PO Box 1279, George Town,
Grand Cayman, KYI-1108,
Cayman Islands
Email: chelledaley@yahoo.com

10. Force Majeure

In the event of any strike, lock-out, enemy action, riot, civil commotion, fire earthquake, hurricane or other circumstance (whether or not of a similar nature to the foregoing) over which the parties have no control and which causes a cessation or a substantial interference with the performance of the Services by the Consultant, the duty of the Consultant to perform the service shall forthwith be suspended until such circumstance shall have ceased and the Government shall not be liable to make any payment in respect of the period of suspension.

11. Continuing Obligations

The expiration or determination of the Agreement however arising shall not affect those terms which are expressed to operate to have effect after the termination of the Agreement including but not limited to Clause 6 and shall be without prejudice to any right of action already accrued to either Party in respect of any breach of this Agreement by the other Party.

12. Governing Law

The construction, performance and validity of this Agreement shall be governed by the laws of the Virgin Islands and in the event of a dispute the laws of the Virgin Islands shall apply.

13. Dispute Resolution

In the event of any dispute, controversy or claim arising out of or relating to this agreement or the breach, termination or invalidity thereof, the parties shall use reasonable efforts to settle the dispute through negotiations conducted in good faith between the parties.

13.2 If the dispute, controversy or claim is not resolved through negotiations within 28 days of the beginning of those negotiations, it shall be settled by arbitration in accordance with the BVI IAC Arbitration Rules. The number of arbitrators shall be one, the place of arbitration

shall be Road Town, Tortola, British Virgin Islands, unless the Parties agree otherwise and the language to be used in the arbitral proceedings shall be English.

14. Variation

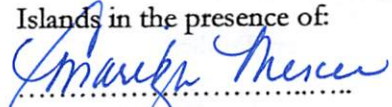
14.1 No variation, modification or amendment made to this Agreement shall be effective unless reduced into writing signed by both parties.

15. Entire Agreement

15.1 This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement or understanding.

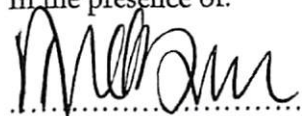
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed as of the day and year first written above.

SIGNED by **Hon. Andrew A. Fahie**
Premier & Minister of Finance
for and on behalf of the
Government of the British Virgin
Islands in the presence of:


.....
Witness


.....
Hon. Andrew A. Fahie
Premier & Minister of Finance

SIGNED by **MICHELLE A R DALEY**
In the presence of:


.....
Witness


.....
Michelle A. R Daley

I HEREBY CERTIFY that the above-named Hon. Andrew A. Fahie appeared before me on the 5th day of November 2021 and being known to me acknowledged the above signature to be his and that she had freely and voluntarily executed this instrument and understood its contents.



[Handwritten Signature]
.....
Notary Public

I HEREBY CERTIFY that the above-named Michelle A. R. Daley appeared before me on the 2 day of November 2021 and being known to me acknowledged the above signature to be hers and that she had freely and voluntarily executed this instrument and understood its contents.

[Handwritten Signature]
.....
Notary Public

[Handwritten Signature]
Nadine McEgan
Notary Public in and for the Cayman Islands
My commission expires on January 31, 2022
Date: 2 November 2021

FIRST SCHEDULE

TERMS OF REFERENCE

PROVISION OF LEGISLATIVE DRAFTING SERVICES TO ATTORNEY GENERAL'S CHAMBERS

1.0 INTRODUCTION

The Attorney General's Chambers is in the business of defending the public interest and mobilising resources to provide the Government of the Virgin Islands with efficient and effective legal services on a timely basis. Its vision is to uphold good governance and the proper and adequate administration of justice in the Virgin Islands and provide excellent customer service.

The objective of this consultancy is to assist in maintaining or improving outcomes in legislative drafting by accessing skills, qualifications and expertise to work in close collaboration with the Attorney General, the Chief Parliamentary Counsel, other Counsel in Chambers and support professionals.

2.0 OBJECTIVES

2.1 Specific Objectives

The Consultant is to provide professional services to the Government working under the auspices and direction of the Attorney General and the Chief Parliamentary Counsel as set out in the Scope of Works below.

3.0 SCOPE OF WORK

The Consultant will carry out the following duties in conjunction with, and in the absence of, staff counsel:

- i. research relevant topics in order to draft primary, subsidiary and imperial legislation;
- ii. ensure consistency and harmonization between proposed and existing legislation in order to make recommendations for updating legislation;
- iii. advise on what legislation and mechanisms are necessary to implement Government policies as well advise on the legality of existing and proposed legislation;
- iv. advise on the impact of developments in commonly practiced areas of law and international and regional treaties and protocols;

- v. accompany the Attorney General or lead meetings with officials and Ministers in order to advise on draft legislation;
- vi. attend sittings of the House of Assembly in order to advise on draft legislation being presented for debate, advise on Parliamentary procedure and prepare amendments to Bills to facilitate their enactment;
- vii. prepare written opinions on the interpretation of legislation as requested in order to assist in the implementation of legislation;
- viii. collaborate on projects to discuss and advise on the legality and harmonization, reform, and revision of legislation; and
- ix. perform any related duties as required by the Attorney General in order to contribute to the effectiveness and efficiency of the Attorney General's Chambers

4.0 RESULTS AND DELIVERABLES

The Consultant will work with the Attorney General or other Counsel or team member assigned by her to produce the results and deliverables set out in the Scope of Works as and when instructions are received from client representatives throughout the Government of the Virgin Islands.

5.0 INPUTS OF ATTORNEY GENERAL'S CHAMBERS

The Attorney General's Chambers will:

- i. provide a normal working environment in which the Consultant may discharge her obligations under this contract including office accommodation and access to the personnel and facilities of the Attorney General's Chambers
- ii. provide timely instructions and related documentation to the Consultant to perform the work described in the Scope of Works and to carry out the deliverables;
- iii. provide feedback on deliverables and other work product as they are provided by the Consultant.
- iv. facilitate and coordinate interaction between the Consultant and client ministries and departments in connection with the deliverables;

6.0 CONSULTANT REQUIREMENTS

The Consultant should demonstrate the following qualifications and competencies:

6.1 QUALIFICATIONS

Master's Degree in Legislative Drafting

Admitted to the Bar of the Eastern Caribbean Supreme Court in the Virgin Islands

Valid practicing certificate

6.2 PROFESSIONAL EXPERIENCE

At least ten (10) years legislative drafting experience.

At least 7 years previous work experience drafting in the Virgin Islands or other

Overseas Territories

7.0 DURATION

The Consultancy is scheduled to last for six (6) months. Work is expected to start by 1st December, 2021 and conclude by 1st June, 2022.

TREASURY DETAILS

Petty Contract No. AGC/007P/2021

Department: Attorney General's Chambers

Government of the Virgin Islands

Petty Contract for works not exceeding \$100,000

Commitment: \$67,800

Head: 21174077 – Attorney General and Parliamentary Services

Subhead: 528299 – Other Consultancy

Starting Date: 1st December, 2021

Closing Date: 1st June, 2022

527
AGREEMENT NO. of 2021

BETWEEN:

GOVERNMENT OF THE VIRGIN ISLANDS


AND

MICHELLE A R DALEY



AGREEMENT

LODGED at the High Court Registry,
Road Town, Tortola on the 8th day
of Nov, 2021
at 1:39pm


.....
Dep. Registrar of the High Court

No. 238 / 2022

Appendix D

Contract No. AGC/007P/2022



GOVERNMENT OF THE
VIRGIN ISLANDS

AGREEMENT

BETWEEN

GOVERNMENT OF THE VIRGIN ISLANDS

AND

MICHELLE A. R. DALEY



No. 338 / 5059



CONTRACT NO. AGC 007P/2022

THIS AGREEMENT is made this 18th day of May, 2022 BETWEEN THE GOVERNMENT OF THE VIRGIN ISLANDS, having its primary address at 33 Admin Road, Road Town, Tortola, Virgin Islands (hereinafter referred to as "*the Government*"), of the One Part and MICHELLE ANTOINETTE ROXANNE DALEY of PO Box 1279, George Town, Grand Cayman, KYI-1108, Cayman Islands ("*the Consultant*"), of the Other Part (collectively referred to as "*the Parties*").

BACKGROUND:

- (1) The Government would like to engage the services of the Consultant to provide in-house legislative drafting and related services to the Government of the Virgin Islands beginning on 2nd June, 2022 for a period of 3 months.
- (2) The Consultant has the necessary expertise and skills to execute these services.

NOW THEREFORE, IT IS AGREED as follows:

1. Engagement and duration

- 1.1 Subject to the terms of this Agreement, the Government retains the Consultant to provide the professional services to the Government working under the direction of the Attorney General as set out in the First Schedule.
- 1.2 The duration of this consultancy shall be three (3) months.

2. The Consultant's Obligations

The services particularised in Clause 1 shall be performed by the Consultant and the Consultant agrees to perform the obligations set out below.

- 2.1 The Consultant shall provide the services in an expert and diligent manner and shall promptly and faithfully comply with and observe all lawful and proper directives and orders which may from time to time be given by the Attorney General within the ambit of this Agreement.

2.2 During the term of this Agreement, the consultant shall not engage in or solicit any work or business that would create a conflict with the provision of the Services.

2.3 The Consultant acknowledges and agrees that the performance of the Services will require her to carry out her duties at the Attorney General's Chambers in Road Town, Tortola and to develop and maintain a professional working relationship with all personnel primarily those assigned to the Parliamentary Division.

3. Fees and Payments

3.1 In consideration of the services rendered in accordance with Clause 1, the Consultant shall be entitled to be remunerated by the Government as follows:

3.1.1 A flat rate of \$10,000 USD per month will be paid to the Consultant, during the duration of the consultancy.

3.1.2 The Consultant shall also be paid an accommodation allowance of \$700 per month.

3.2 The Consultant shall present a monthly fee note including a reasonable description of the work done, broken down into date entries and activities undertaken and time spent following the form set out in the Second Schedule.

4. Confidentially and Restrictions

4.1 The Consultant agrees to treat as confidential all information received from the Government. The Consultant agrees to disclose this information only to those who need to know it for the performance of this Agreement.

4.2 The Consultant shall keep secure and take all reasonable precautions to provide for safe custody of the Government's information and data in her possession and to prevent unauthorised access thereto and will ensure that the said information and data remain with the Government.

4.3 Any confidential, technical or commercial information; whether verbal, in writing or in any

other form, pertaining to the Services given to the Consultant by the Government or its authorised officers, agents, employees or representatives or acquired by the Consultant on behalf of the Government during the course of this Agreement (the "Information") shall not be disclosed to any person or third party without the Government's prior written consent.

- 4.4 All rights to any creative work and material produced by the Consultant in the performance of the Services shall be the property of the Governments and the Consultant hereby assigns and transfers all her rights, title and interest including any copyrights to such intellectual property of the Government.

5. The Government's Obligations

The Government shall make efforts to ensure that full co-operation is given by its employees and/or agents to enable the Consultant to perform her duties under the Agreement.

6. Deliverables

The Consultant shall deliver to the Government advice, memoranda, letters, research, reports, assessment instruments, questionnaires, displays and other work product as necessary.

7. Independent Contractor

The parties hereby agree that the Consultant is an independent contractor and shall not be regarded for any purpose as the agent or employee of the Government.

8. Termination

- 8.1 The Agreement may be determined by either party giving to the other one (1) month's written notice of termination or one month's remuneration in lieu of notice whereupon all rights and advantages reserved to the Consultant by this Agreement shall cease forthwith.

- 8.2 The Government shall have the rights to terminate this Agreement forthwith in the following circumstances:

(i) If the Consultant at any time after signing hereof: (a) neglects, fails, refuses or

becomes unable to perform any of her duties or to comply with any legitimate order; (b) discloses any information in respect of the affairs of the Government or any implementing or executing agency to any unauthorized person; or (c) is guilty of misconduct.

- (ii) If the Consultant is guilty of any criminal offence other than an offence which in the opinion of the Government does not affect her position as Consultant.

9. Assignment

The Consultant shall have no rights to assign, transfer, charge or in any manner make over or purport to assign, transfer, charge or make over this Agreement or any rights hereunder or any part thereof. The Government has the right to assign this Agreement upon giving ten (10) days' notice to the Consultant in the following circumstances:

- a) If the Consultant neglects, fails, refuses or is unable to fulfill her obligations under the agreement.
- b) If the Consultant is guilty of any criminal offence other than an offence which in the opinion of the Government does not affect her position as Consultant.

10. Notices

- (i) Any notice given by the Contractor shall be delivered or sent by post to the Government at the following address:

Hon. Dawn J. Smith
Attorney General
Attorney General's Chambers
TTT Building
33 Admin Drive
Central Administration Building
Road Town, Tortola
British Virgin Islands

- (ii) Any notice given by the Government shall be delivered or sent by post to the Consultant at the following address:

MICHELLE ANTOINETTE ROXANNE DALEY
PO Box 1279, George Town,
Grand Cayman, KYI-1108,
Cayman Islands
Email: chelledaley@yahoo.com

11. Force Majeure

In the event of any strike, lock-out, enemy action, riot, civil commotion, fire earthquake, hurricane or other circumstance (whether or not of a similar nature to the foregoing) over which the parties have no control and which causes a cessation or a substantial interference with the performance of the Services by the Consultant, the duty of the Consultant to perform the service shall forthwith be suspended until such circumstance shall have ceased and the Government shall not be liable to make any payment in respect of the period of suspension.

12. Continuing Obligations

The expiration or determination of the Agreement however arising shall not affect those terms which are expressed to operate to have effect after the termination of the Agreement including but not limited to Clause 6 and shall be without prejudice to any right of action already accrued to either Party in respect of any breach of this Agreement by the other Party.

13. Governing Law

The construction, performance and validity of this Agreement shall be governed by the laws of the Virgin Islands and in the event of a dispute the laws of the Virgin Islands shall apply.

14. Dispute Resolution

14.1 In the event of any dispute, controversy or claim arising out of or relating to this agreement or the breach, termination or invalidity thereof, the parties shall use reasonable efforts to settle the dispute through negotiations conducted in good faith between the parties.

14.2 If the dispute, controversy or claim is not resolved through negotiations within 28 days of the beginning of those negotiations, it shall be settled by arbitration in accordance with the BVI IAC Arbitration Rules. The number of arbitrators shall be one, the place of arbitration

shall be Road Town, Tortola, British Virgin Islands, unless the Parties agree otherwise and the language to be used in the arbitral proceedings shall be English.

15. Variation

15.1 No variation, modification or amendment made to this Agreement shall be effective unless reduced into writing signed by both parties.

16. Entire Agreement

16.1 This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement or understanding.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed as of the day and year first written above.

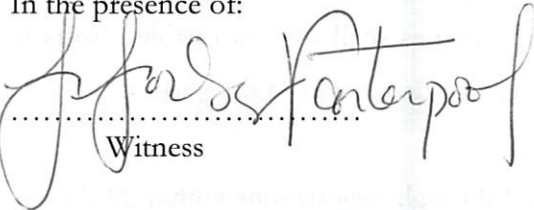
SIGNED by **Hon. Natalio D. Wheatley**
Premier & Minister of Finance
for and on behalf of the
Government of the British Virgin
Islands in the presence of:


.....
Witness

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.....
Hon. Natalio D. Wheatley
Premier & Minister of Finance

SIGNED by **MICHELLE A R DALEY**
In the presence of:


.....
Witness

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.....
Michelle A. R Daley

I HEREBY CERTIFY that the above-named **Hon. Natalio D. Wheatley** appeared before me on the 18 day of, May 2022 and being known to me acknowledged the above signature to be his and that she had freely and voluntarily executed this instrument and understood its contents.


FEE STAMPS ON ORIGINAL
\$ 1.00



Notary Public



I HEREBY CERTIFY that the above-named **Michelle A. R. Daley** appeared before me on the 9th day of May 2022 and being known to me acknowledged the above signature to be hers and that she had freely and voluntarily executed this instrument and understood its contents.



Notary Public



FIRST SCHEDULE

TERMS OF REFERENCE

PROVISION OF LEGISLATIVE DRAFTING SERVICES TO ATTORNEY GENERAL'S CHAMBERS

1.0 INTRODUCTION

The Attorney General's Chambers is in the business of defending the public interest and mobilising resources to provide the Government of the Virgin Islands with efficient and effective legal services on a timely basis. Its vision is to uphold good governance and the proper and adequate administration of justice in the Virgin Islands and provide excellent customer service.

The objective of this consultancy is to assist in maintaining or improving outcomes in legislative drafting by accessing skills, qualifications and expertise to work in close collaboration with the Attorney General, the Chief Parliamentary Counsel, other Counsel in Chambers and support professionals.

2.0 OBJECTIVES

2.1 Specific Objectives

The Consultant is to provide professional services to the Government working under the auspices and direction of the Attorney General and the Chief Parliamentary Counsel as set out in the Scope of Works below.

3.0 SCOPE OF WORK

The Consultant will carry out the following duties in conjunction with, and in the absence of, staff counsel:

Law Revision

- (a) assist the Attorney General to design and implement a modern scalable architecture for the law revision process under the Law Revision Act, 2014 that includes the development of standard operating procedures and provision for iterative improvements in critical areas (including information flow logistics, technology and internal controls);

- (b) assist the Attorney General to prepare revisions of various pieces of legislation in accordance with the provisions of the Law Revision Act, 2014;
- (c) review Law Revision materials as submitted from the Regional Law Revision Centre to enable finalisation of the Law Revision process;
- (d) prepare and implement a plan for online public access to Virgin Islands bills, laws and other legislative instruments;
- (e) conduct research into and advise on the operation of law in effect in the Virgin Islands other than those enacted in the Virgin Islands;
- (f) develop template and prepare one (1) new Consolidated Index of the Laws of the Virgin Islands per year containing all the laws of the Virgin Islands and regulations as well as additional legal measures including United Kingdom statutory instruments;
- (g) to review and proof read the annual volumes of the laws ensuring that they meet BVI legislative standards and quality and arrange for printing and publication in accordance with the Ordinances (Authentication) Act Cap 139;

Policy Research & Development

- (h) undertake legal research and produce recommendations for new or amended Government legal policies in accordance with such priorities as identified from time to time by the Attorney General and/or the Solicitor General;

Training and Legislative Drafting Services

- (i) to provide approved training in legislative drafting, policy development and any other related matters;
- (j) to provide approved training/ guidance to parliamentarians on matters related to the Parliamentary and drafting process generally;
- (k) train junior staff of the drafting department on the drafting process, contents of Bills, statutory instruments and other relevant instruments;
- (l) train junior staff in reviewing law revision materials as submitted from the Regional Law Revision Centre to enable finalisation of the Law Revision process;
- (m) to train and assist junior staff in understanding the process of taking legislation through the HOA and publication on the website; and
- (n) to provide legislative drafting services on the request of the Chief Parliamentary Counsel.

4.0 RESULTS AND DELIVERABLES

The Consultant will work with the Attorney General or other Counsel or team member assigned by her to produce the results and deliverables set out in the Scope of Works as and when instructions are received from client representatives throughout the Government of the Virgin Islands.

5.0 INPUTS OF ATTORNEY GENERAL'S CHAMBERS

The Attorney General's Chambers will:

- i. provide a normal working environment in which the Consultant may discharge her obligations under this contract including office accommodation and access to the personnel and facilities of the Attorney General's Chambers
- ii. provide timely instructions and related documentation to the Consultant to perform the work described in the Scope of Works and to carry out the deliverables;
- iii. provide feedback on deliverables and other work product as they are provided by the Consultant.
- iv. facilitate and coordinate interaction between the Consultant and client ministries and departments in connection with the deliverables;

6.0 CONSULTANT REQUIREMENTS

The Consultant should demonstrate the following qualifications and competencies:

6.1 QUALIFICATIONS

Master's Degree in Legislative Drafting

Admitted to the Bar of the Eastern Caribbean Supreme Court in the Virgin Islands

Valid practicing certificate

6.2 PROFESSIONAL EXPERIENCE

At least ten (10) years legislative drafting experience.

At least 7 years previous work experience drafting in the Virgin Islands or other Overseas Territories

7.0 DURATION

The Consultancy is scheduled to last for three (3) months. Work is expected to start by 2nd June, 2022 and conclude by 1st September, 2022.

SECOND SCHEDULE

FEE NOTE

Professional Fees of: [name of consultant]	[address of consultant]
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Date:

Date	Description & Duration of Work	Fees
TOTAL DUE:	\$]

TREASURY DETAILS

Petty Contract No. AGC/007P/2022

Department: Attorney General's Chambers

Government of the Virgin Islands

Petty Contract for works not exceeding \$100,000

Commitment: \$32,100

Head: 21174077 – Attorney General and Parliamentary Services

Subhead: 528299 – Other Consultancy

Starting Date: 2nd June, 2022

Closing Date: 1st September, 2022

.....
Attorney General

AGREEMENT NO. ²³⁸ of 2022

BETWEEN:

GOVERNMENT OF THE VIRGIN ISLANDS

AND

MICHELLE A R DALEY



AGREEMENT

LODGED at the High Court Registry,
Road Town, Tortola on the 23rd day
of May 2022
at 2:39 pm

..... Benjamin
ap Registrar of the High Court

No. 427/2022

Contract No. AGC/002M/2022



GOVERNMENT OF THE
VIRGIN ISLANDS

AGREEMENT

BETWEEN

GOVERNMENT OF THE VIRGIN ISLANDS

AND

MICHELLE A. R. DALEY



No. 457/3032

CONTRACT NO. AGC 002M/2022

THIS AGREEMENT is made this 10th day of October, 2022 BETWEEN THE GOVERNMENT OF THE VIRGIN ISLANDS, having its primary address at 33 Admin Road, Road Town, Tortola, Virgin Islands (hereinafter referred to as "*the Government*"), of the One Part and MICHELLE ANTOINETTE ROXANNE DALEY of PO Box 1279, George Town, Grand Cayman, KYI-1108, Cayman Islands ("*the Consultant*"), of the Other Part (collectively referred to as "*the Parties*").

BACKGROUND:

- (1) The Government would like to engage the services of the Consultant to provide in-house legislative drafting and related services to the Government of the Virgin Islands beginning on 1st November, 2022 for a period of 2 years.
- (2) The Consultant has the necessary expertise and skills to execute these services.

NOW THEREFORE, IT IS AGREED as follows:

1. Engagement and duration

- 1.1 Subject to the terms of this Agreement, the Government retains the Consultant to provide the professional services to the Government working under the direction of the Attorney General as set out in the First Schedule.
- 1.2 The duration of this consultancy shall be two (2) years.

2. The Consultant's Obligations

- The services particularised in Clause 1 shall be performed by the Consultant and the Consultant agrees to perform the obligations set out below.
- 2.1 The Consultant shall provide the services in an expert and diligent manner and shall promptly and faithfully comply with and observe all lawful and proper directives and orders which may from time to time be given by the Attorney General within the ambit of this Agreement.

- 2.2 During the term of this Agreement, the Consultant shall not engage in or solicit any work or business that would create a conflict with the provision of the Services. The Consultant may engage in non-contentious activities including, but not limited to, the following services:
1. teaching;
 2. preparation of drafting instructions;
 3. drafting of legislation; and
 4. general legal work.
- 2.3 The Consultant acknowledges and agrees that the performance of the Services will require her to develop and maintain a professional working relationship with all personnel at the Attorney General's Chambers and primarily those assigned to the Parliamentary Division.
- 2.4 The Consultant shall, within one (1) month of commencing the project, provide a Implementation Proposal together with a Work Plan setting out the timelines for the delivery of the services under this Agreement.

3. Fees and Payments

- 3.1 In consideration of the services rendered in accordance with Clause 1, the Consultant shall be entitled to be remunerated by the Government as follows:
- 3.1.1 A flat rate of \$11,200 USD per month will be paid to the Consultant, during the duration of the consultancy.
- 3.2 The Consultant shall present a monthly fee note including a reasonable description of the work done, broken down into date entries and activities undertaken and time spent following the form set out in the Second Schedule.

4. Confidentially and Restrictions

- 4.1 The Consultant agrees to treat as confidential all information received from the Government. The Consultant agrees to disclose this information only to those who need to know it for the performance of this Agreement.
- 4.2 The Consultant shall keep secure and take all reasonable precautions to provide for safe

custody of the Government's information and data in her possession and to prevent unauthorised access thereto and will ensure that the said information and data remain with the Government.

4.3 Any confidential, technical or commercial information; whether verbal, in writing or in any other form, pertaining to the Services given to the Consultant by the Government or its authorised officers, agents, employees or representatives or acquired by the Consultant on behalf of the Government during the course of this Agreement (the "Information") shall not be disclosed to any person or third party without the Government's prior written consent.

4.4 All rights to any creative work and material produced by the Consultant in the performance of the Services shall be the property of the Government and the Consultant hereby assigns and transfers all her rights, title and interest including any copyrights to such intellectual property of the Government.

5. The Government's Obligations

The Government shall make efforts to ensure that full co-operation is given by its employees and/or agents to enable the Consultant to perform her duties under the Agreement.

6. Deliverables

The Consultant shall deliver to the Government advice, memoranda, letters, research, reports, assessment instruments, questionnaires, displays and other work product as necessary.

7. Independent Contractor

The parties hereby agree that the Consultant is an independent contractor and shall not be regarded for any purpose as the agent or employee of the Government.

8. Termination

8.1 The Agreement may be determined by either party giving to the other one (1) month's written notice of termination or one month's remuneration in lieu of notice whereupon all rights and advantages reserved to the Consultant by this Agreement shall cease forthwith.

8.2 The Government shall have the rights to terminate this Agreement forthwith in the following circumstances:

- (i) If the Consultant at any time after signing hereof: (a) neglects, fails, refuses or becomes unable to perform any of her duties or to comply with any legitimate order; (b) discloses any information in respect of the affairs of the Government or any implementing or executing agency to any unauthorized person; or (c) is guilty of misconduct.
- (ii) If the Consultant is guilty of any criminal offence other than an offence which in the opinion of the Government does not affect her position as Consultant.

9. Assignment

The Consultant shall have no rights to assign, transfer, charge or in any manner make over or purport to assign, transfer, charge or make over this Agreement or any rights hereunder or any part thereof. The Government has the right to assign this Agreement upon giving ten (10) days' notice to the Consultant in the following circumstances:

- a) If the Consultant neglects, fails, refuses or is unable to fulfill her obligations under the agreement.
- b) If the Consultant is guilty of any criminal offence other than an offence which in the opinion of the Government does not affect her position as Consultant.

10. Notices

- (i) Any notice given by the Contractor shall be delivered or sent by post to the Government at the following address:

Hon. Dawn J. Smith
Attorney General
Attorney General's Chambers
TTT Building
33 Admin Drive
Central Administration Building
Road Town, Tortola

British Virgin Islands

- (ii) Any notice given by the Government shall be delivered or sent by post to the Consultant at the following address:

MICHELLE ANTOINETTE ROXANNE DALEY
PO Box 1279, George Town,
Grand Cayman, KYI-1108,
Cayman Islands
Email: chelledaley@yahoo.com

11. Force Majeure

In the event of any strike, lock-out, enemy action, riot, civil commotion, fire earthquake, hurricane or other circumstance (whether or not of a similar nature to the foregoing) over which the parties have no control and which causes a cessation or a substantial interference with the performance of the Services by the Consultant, the duty of the Consultant to perform the service shall forthwith be suspended until such circumstance shall have ceased and the Government shall not be liable to make any payment in respect of the period of suspension.

12. Continuing Obligations

The expiration or determination of the Agreement however arising shall not affect those terms which are expressed to operate to have effect after the termination of the Agreement including but not limited to Clause 6 and shall be without prejudice to any right of action already accrued to either Party in respect of any breach of this Agreement by the other Party.

13. Governing Law

The construction, performance and validity of this Agreement shall be governed by the laws of the Virgin Islands and in the event of a dispute the laws of the Virgin Islands shall apply.

14. Dispute Resolution

- 14.1 In the event of any dispute, controversy or claim arising out of or relating to this agreement or the breach, termination or invalidity thereof, the parties shall use reasonable efforts to

settle the dispute through negotiations conducted in good faith between the parties.

14.2 If the dispute, controversy or claim is not resolved through negotiations within 28 days of the beginning of those negotiations, it shall be settled by arbitration in accordance with the BVI IAC Arbitration Rules. The number of arbitrators shall be one, the place of arbitration shall be Road Town, Tortola, British Virgin Islands, unless the Parties agree otherwise and the language to be used in the arbitral proceedings shall be English.

15. Variation

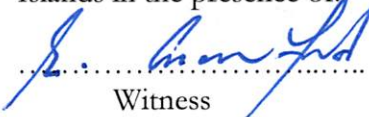
15.1 No variation, modification or amendment made to this Agreement shall be effective unless reduced into writing signed by both parties.

16. Entire Agreement


16.1 This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement or understanding.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed as of the day and year first written above.

SIGNED by **Hon. Natalio D. Wheatley**
Premier & Minister of Finance
for and on behalf of the
Government of the British Virgin
Islands in the presence of:


.....
Witness

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.....
Hon. Natalio D. Wheatley
Premier & Minister of Finance

SIGNED by **MICHELLE A R DALEY**
In the presence of:


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Witness

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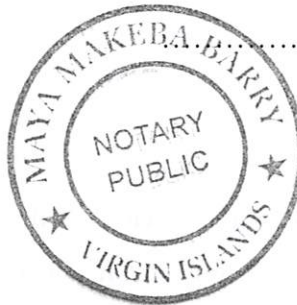

.....
Michelle A. R Daley

I HEREBY CERTIFY that the above-named **Hon. Natalio D. Wheatley** appeared before me on the 10th day of October 2022 and being known to me acknowledged the above signature to be his and that she had freely and voluntarily executed this instrument and understood its contents.



Maya Makeba Barry
.....
Notary Public

I HEREBY CERTIFY that the above-named **Michelle A. R. Daley** appeared before me on the 4th day of October 2022 and being known to me acknowledged the above signature to be hers and that she had freely and voluntarily executed this instrument and understood its contents.



Maya Makeba Barry
.....
Notary Public

FIRST SCHEDULE

TERMS OF REFERENCE

PROVISION OF LEGISLATIVE DRAFTING SERVICES TO ATTORNEY GENERAL'S CHAMBERS

1.0 INTRODUCTION

The Attorney General's Chambers is in the business of defending the public interest and mobilising resources to provide the Government of the Virgin Islands with efficient and effective legal services on a timely basis. Its vision is to uphold good governance and the proper and adequate administration of justice in the Virgin Islands and provide excellent customer service.

The objective of this consultancy is to assist in maintaining or improving outcomes in legislative drafting by accessing skills, qualifications and expertise to work in close collaboration with the Attorney General, the Chief Parliamentary Counsel, other Counsel in Chambers and support professionals.

2.0 OBJECTIVES

2.1 Specific Objectives

The Consultant is to provide professional services to the Government working under the auspices and direction of the Attorney General and the Chief Parliamentary Counsel as set out in the Scope of Works below.

3.0 SCOPE OF WORK

The Consultant will carry out the following duties in under the direction and supervision of the Chief Parliamentary Counsel:

Law Revision

- a. to provide legislative drafting services on technical pieces of legislation and legal opinions on the request of the Chief Parliamentary Counsel.

- b. receive, review, interpret and establish a full understanding of changes to be made to laws and regulations with reference to matters assigned specifically to the consultant that have already been approved by the House of Assembly or Cabinet as the case may be;
- c. review and research such changes under paragraph (b), with a view to identifying any potential conflicts with other legislation in effect in the Virgin Islands and develop recommendations for addressing such potential conflicts identified by way of approved/published omissions, consolidations, alterations, divisions, additions, shortening/simplifications, corrections, adoptions and/or amendments;
- d. determine how such amendments/changes are to be incorporated within the existing laws/regulations, in a manner that is clear, error free and in accordance with professional legal drafting standards;
- e. to update the principal laws/regulations with details contained within approved amendments through their incorporation into such legislation;
- f. to further review/analyse draft revised principal laws/regulations, prior to final submission to Cabinet, ensuring revised laws/regulations are clear, error-free, do not conflict with other legislation and successfully address the required change;
- g. to apply professional initiative to recommend further adjustments to principal laws/regulations being reviewed, in order to ensure greater clarity, accuracy and professional legal drafting - in accordance with the scope provided within the Law Revision Act, 2014;
- h. to submit recommended updated principal Laws and Regulations to the Attorney General through the Chief Parliamentary Counsel.
- i. when specifically assigned, drafting of legislation and to assist the process through the House of Assembly to publication in the Official Gazette and on the website (laws.gov.vg)

Annual Consolidated Index of Laws

- a. to establish a Consolidated Index of the Laws of the Virgin Islands
- b. to proactively ensure that information on all changes to laws and regulations of the Virgin Islands are recorded;
- c. upon confirmation of the nature of the update of the relevant laws/regulations (a revision, repeal etc.), to decide to remove or update the relevant legislation from the index;

- d. to enable publication of the revised Consolidated index of Laws on-line on an annual or sooner basis.

Legal Policy Advice, Research & Development

- a. to recommend the introduction of new Government legal research/ review and appropriate legal frameworks required in implementing such policies;
- b. to undertake detailed research into policy suitability and quality, in terms of potential gaps in approaches being proposed, approaches adopted elsewhere or international best practice, potential policy conflict and policy content;
- c. to consult with senior public officers and members of the private sector, in relation to policy research and review;
- d. to recommend policy improvements and frameworks to enhance policy suitability, quality and compliance;
- e. to communicate revised policies to relevant stakeholders, assisting with implementation as appropriate;
- f. to liaise with the Chief Parliamentary Counsel and with other stakeholders at her direction, throughout.

Training and Legislative Drafting Services

- a. to provide approved training in legislative drafting, policy development and any other related matters;
- b. to provide approved training/ guidance to parliamentarians on matters related to the Parliamentary and drafting process generally;
- c. train junior staff of the drafting department on the drafting process, contents of Bills, statutory instruments and other relevant instruments;
- d. train junior staff in reviewing law revision materials as submitted from the Regional Law Revision Centre to enable finalisation of the Law Revision process;
- e. to train and assist junior staff in understanding the process of taking legislation through the HOA and publication on the website; and
- f. to provide legislative drafting services on the request of the Chief Parliamentary Counsel.

4.0 RESULTS AND DELIVERABLES

The Consultant will work with the Attorney General or other Counsel or team member assigned by her to produce the results and deliverables set out in the Scope of Works as and when instructions are received from client representatives throughout the Government of the Virgin Islands.

5.0 INPUTS OF ATTORNEY GENERAL'S CHAMBERS

The Attorney General's Chambers will:

- i. provide a normal working environment in which the Consultant may discharge her obligations under this contract including office accommodation and access to the personnel and facilities of the Attorney General's Chambers
- ii. provide timely instructions and related documentation to the Consultant to perform the work described in the Scope of Works and to carry out the deliverables;
- iii. provide feedback on deliverables and other work product as they are provided by the Consultant.
- iv. facilitate and coordinate interaction between the Consultant and client ministries and departments in connection with the deliverables;

6.0 CONSULTANT REQUIREMENTS

The Consultant should demonstrate the following qualifications and competencies:

6.1 QUALIFICATIONS

Master's Degree in Legislative Drafting

Admitted to the Bar of the Eastern Caribbean Supreme Court in the Virgin Islands

Valid practicing certificate

6.2 PROFESSIONAL EXPERIENCE

At least ten (10) years legislative drafting experience.

At least seven (7) years previous work experience drafting in the Virgin Islands or other Overseas Territories

7.0 DURATION

The Consultancy is scheduled to last for two (2) years. Work is expected to start by 1 November, 2022 and conclude by 30th October, 2024.

SECOND SCHEDULE

FEE NOTE

Professional Fees of: [name of consultant]	[address of consultant]
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Date:

Date	Description & Duration of Work	Fees
TOTAL DUE:		[\$]

TREASURY DETAILS

Petty Contract No. AGC/002M/2022

Department: Attorney General's Chambers

Government of the Virgin Islands

Major Contract for works exceeding \$100,000

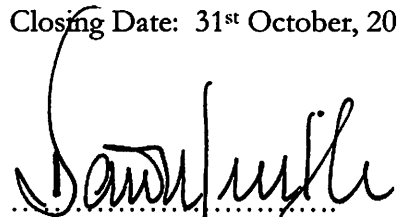
Commitment: \$134,400

Head: 21174077 – Attorney General and Parliamentary Services

Subhead: 528299 – Other Consultancy

Starting Date: 1st November, 2022

Closing Date: 31st October, 2024



.....
Attorney General

AGREEMENT NO. ⁴²⁷ of 2022

BETWEEN:

GOVERNMENT OF THE VIRGIN ISLANDS

AND

MICHELLE A R DALEY



AGREEMENT

LODGED at the High Court Registry,
Road Town, Tortola on the 11th day
of Oct., 2022
at 3:58pm

.....
G. Benjamin
Reg. Registrar of the High Court