

# MINIMUM ELEMENTS TO BE INCLUDED IN OPERATIONAL AGREEMENTS BETWEEN MOVEMENT COMPONENTS AND THEIR EXTERNAL OPERATIONAL PARTNERS

*(Annex to Resolution 10 of the 2003 Council of Delegates)*

The following elements should be referred to when negotiating or reviewing operational agreements between Movement components (National Societies, the International Federation Secretariat and ICRC) and external organizations (United Nations Agencies, intergovernmental organizations, international and national non-governmental organizations) in order to ensure any such agreement reflects coherence with Movement Fundamental Principles, policy and practice and complementarity among the components of the Movement.

Movement components are advised to consult with and notify other Movement components prior to the signature of any operational agreements with external partners. According to the International Conference 1981, Manila, National Societies are obliged to consult ICRC and the Federation Secretariat in advance of signing any agreement with UNHCR.

## **SUBSTANTIVE CONTENT**

### **1. Adherence to Movement Principles and Policies**

National Societies and other Movement components must be able at all times to act in adherence to the *Fundamental Principles of the Red Cross/Red Crescent Movement*, particularly those of independence, neutrality and impartiality. In addition, the issue of serving only the needs of the Partner's targeted population (i.e. refugees in most cases) and not balancing this with serving the needs of others in the surrounding vicinity who may be facing similar hardship (adhering to Impartiality principle) needs to be monitored. Serving only specific beneficiary groups could result in the National Society not being able to fulfill its duty to assist all those affected without distinction, which in turn could result in a negative image for the National Society. A holistic approach should be adopted, which takes into account both the needs of the refugees and/or IDPs and those of the local population, which may be experiencing even harsher living conditions than the refugees themselves.

National Societies and other Movement components must also adhere to and respect at all times, the *Statutes of the International Red Cross and Red Crescent Movement* and the *Agreement on the Organisation of the International Activities of the Components of the International Red Cross and Red Crescent Movement* (Seville Agreement) as well as the *Principles and Rules for Red Cross and Red Crescent Disaster Relief* and the *Code of Conduct*.

The necessity for the National Society and other Movement components to adhere to Movement policies, such as the policy on the *Regulations on the use of the Emblem of the Red Cross or Red Crescent by National Societies and the policy related to the armed protection of humanitarian aid* should be clearly described and followed at all times.

Of paramount importance is the absolute imperative for Federation Secretariat, National Society and ICRC personnel to adhere to the principles expressed in the 'IASC Policy Statement on Protection from Sexual Abuse and Exploitation in Humanitarian Crisis', which has been signed by both the Federation Secretariat on behalf of its membership, and by the ICRC.

If at any time, the ability to act in coherence with the above is compromised, National Societies or other Movement components must have the immediate reflex and ability to suspend or terminate the Agreement with the external Partner (see section 10).

## **2. Identity**

The Agreement must reflect that the National Society or other Movement component will at all times clearly display its own individual identity and be clearly associated to the International Red Cross and Red Crescent Movement. It will not assume the identity of the Partner agency through the displaying of double logos or emblems on equipment or through the adoption of vehicle licenses. Its identity must not be compromised at any time while conducting its responsibilities under said agreement. The Regulations on the Use of the Emblem will be followed at all times. The protective emblem will only be utilized in conformity to regulations.

## **GENERAL ADMINISTRATIVE AND MANAGEMENT CONTENT**

### **3. Define Partners clearly and correctly**

In the title and introductory paragraph of the Agreement, use the legal/official name of the National Society or other Movement component and the organization involved. These names may be followed in parenthesis by the abbreviated name which then should be used throughout the Agreement.

### **4. General Situation Background and Purpose of the Agreement**

The context and situation that is leading to this Agreement should be clearly described.

### **5. Stated Goal (or outcomes) and Objectives**

The Agreement must state the overall goal or outcomes to be achieved through the working relationship and the objectives needed to be accomplished in order to achieve this goal.

#### **Beneficiary determination**

In all operational partnerships, the external Partner must respect the need for the Red Cross/Red Crescent Partner to adhere to the requirement to meet the needs of all persons needing assistance and protection. For example, this may include persons not explicitly considered 'convention refugees' but rather persons who may be even more vulnerable due to the absence of legal status. In order to prevent tensions from mounting in the geographical area, vulnerable persons in the surrounding community may also be assisted.

For this reason, it is advisable for the Red Cross/Red Crescent component to be actively involved in the assessment of needs, which in turn, determines the beneficiary population.

#### **Continuum of Support**

Care should be taken when determining the goal, to ensure the project is not overly restricted to one period of time in the beneficiary's experience, but rather linked to longer term needs leading to durable solutions such as societal integration, medical needs, family reunification, repatriation and legal guidance.

## **6. Delineation of Roles and Responsibilities of each Partner to the Agreement**

The primary roles and responsibilities of *each* Partner must be stated clearly, clarifying what they can and cannot expect from each other. Within these roles, the issue of accountability for resources and the achievement of specific objectives must be detailed. Responsibilities for the following should be clearly articulated:

- assessment of needs,
- determination of beneficiaries,
- planning, formulation of project objectives,
- implementation, with details of specific roles and responsibilities outlined,
- protection and advocacy,
- financial management including internal and external auditing of accounts,
- financial and narrative reporting as well as monitoring and evaluation should be described clearly,
- monitoring and evaluation.

Additionally, of importance, is the clear establishment of who is responsible for the security of the staff and volunteers while fulfilling their responsibilities.

## **7. Resource Contributions**

The financial, material and human resource contributions to be made by each Partner in order to fulfill their respective commitments in the Agreement should be outlined. Care must be taken by both institutions involved in the partnership, to ensure that the Red Cross/Red Crescent Movement Partner's capacity is not diminished or overwhelmed, but rather is enhanced.

To avoid the common unfortunate situation where a National Society or other Movement component is actually in financial arrears as a result of such Agreements due to overhead costs not remunerated by the Partner organisation, attention should be given to ensuring adequate financial coverage. Such a situation could be prevented through a procedure of advancement of funds and rigorous and regular quarterly project review meetings (**see next section**).

## **8. Description of Project Coordination and Management Mechanism**

A description of how the overall project will be coordinated and managed between the two Partners should be outlined clearly in the agreement.

**Focal Points:** Each party will appoint a focal point to serve as the primary liaison between the Parties, to ensure the successful fulfillment of activities.

**Coordination Meetings:** Meetings will be organized as required and will involve other concerned parties if warranted. Formal quarterly project review meetings will occur which will review the implementation plan, reporting and financial management to ensure the agreement is being implemented as planned. The outcomes of these meetings will be utilized to suggest any project revisions and to guide decisions regarding project revision and/or including prolongation.

## **9. Agreement Provisions**

### **9.1. Commencement, Termination and Project Finalization**

The exact date that the Agreement comes into effect must be stated as well as when the active project implementation is to be terminated. Additionally, the date of the project finalization should be stated, at which time the completion of all required reporting, hand over of equipment and materials as necessary, should be completed.

### **9.2 Review, Revision, Prolongation**

Through the establishment of regular joint monitoring, the review and possible revision or prolongation of certain Agreement elements will be mutually decided. These decisions will be reflected in written and signed addendums to the original Agreement.

Three months prior to the project termination date, as part of the quarterly Project Coordination meetings, decisions will be taken regarding the need to prolong the contract or to adhere to the original project end date.

### **9.3 Suspension or Disengagement Clause**

#### **9.3.1 In the event of circumstances beyond the control of the Partners**

The Partners have the right to immediately suspend or cancel the Agreement in the event of circumstances beyond their control such as a major change in the conditions or environment.

Particularly, should there be a change from a situation of peace to one of internal tension, disturbances and/or armed conflict, the National Society or other Movement component must have the possibility to withdraw from the Agreement immediately. If the ability of the National Society or other Movement component to adhere to the Fundamental Principles, or Movement policy or procedures is compromised, it must not hesitate to withdraw from the Agreement immediately. This can take the form of a temporary suspension of the contract until an identified period of time has passed or a change of circumstance has occurred, following which, upon consultation with and agreement of other Movement components, the Agreement can be resumed. Alternatively, a complete disengagement and termination of contract can occur.

Prior to this clause being invoked, consultation will take place between the Partners. The suspension or termination will take place effective immediately or within one month following the consultation. During this time, all possible attempts will be made by both Partners to ensure the needs of the beneficiaries continue to be met by other means.

## **10. Non-adherence to Agreement Clauses**

Should there be a disagreement that cannot be resolved regarding the implementation of the Agreement or the adherence to certain clauses, a consultation meeting will take place between the Partners. Should it be decided, despite invoking the Dispute Settlement clause, to dissolve the partnership as a last resort, it will be done within a minimum of sixty days, maximum of ninety days time frame. During this time, all attempts possible will be made by both partners to ensure the needs of the beneficiaries continue to be met by other means.

Any of the Partners may withdraw from the Agreement with sixty days written notice.

## **11. Signatures of Authorised Representatives**

Before the Agreement is signed, the National Society or other Movement component is obliged (Resolution 4, Council of Delegates 2001) to inform the other Movement components of the negotiation that is leading to a formal Agreement between them and any agency of the United Nations or any other international organisation. The International Federation and/or the ICRC must concur with the terms contained in an Agreement with the National Society in order to ensure coherence and complementarity.

Copies of an Agreement with a National Society should be sent by the National Society to the International Federation and the ICRC for their information. Copies of Agreements signed by other Movement components should in turn be provided by them to the other components as well.

Once this has been done, the Agreement needs to be signed by a duly authorised representative of each Partner to signify agreement. Under the signature the name of the signatory and his/her designation within his/her respective organization must be clearly stated. Such authorization may depend upon the respective constitution or statutes, or internal regulations of the National Society. Unless there is a specific local provision to the contrary, the person to sign on behalf of a National Society will most likely be its Secretary General.

## **12. Mechanism for Dispute Settlement**

Regardless of the nature of the relationship between the Partners at the time of the agreement, differences or unforeseen problems may arise once the project is underway, or the situation may change making it difficult for one of the parties to uphold their commitments. It is therefore important that the Partners agree in advance on a method to resolve issues as they arise. These procedures should be detailed in the agreement.

Settlement of disputes should begin at the country level and be referred if necessary to the Regional level, and then the International headquarters level. At any time, appropriate third party intervention could be sought to aid in resolution as appropriate, including consultation with other Red Cross/Red Crescent Movement components.

### Reference Documents:

- Regulations on the Use of the Emblem
- Policy related to the armed protection of humanitarian aid
- Fundamental Principles of Red Cross/Red Crescent Movement
- Seville Agreement
- Code of Conduct
- IASC Statement and Plan of Action for Protection from Sexual Abuse and Exploitation in Humanitarian Crisis
- Statutes of the International Red Cross and Red Crescent Movement
- Principles and Rules for Red Cross and Red Crescent Disaster Relief
- CoD Resolution 1999 and background papers for 'Movement Action in Favour of Refugees and Internally Displaced Persons