

## **FRAMEWORK PARTNERSHIP AGREEMENT WITH INTERNATIONAL ORGANISATIONS**

The European Union, represented by the European Commission, itself represented for the purposes of signature of this Framework Partnership Agreement by

Claus H. SØRENSEN, Director-General, Directorate-General Humanitarian Aid and Civil Protection – (ECHO), hereinafter referred to as **“the Commission”**,

AND

The International Federation of Red Cross and Red Crescent Societies, with its head office at 17 Chemin des Crêts, Petit Saconnex, PO BOX 372, 1211 Geneva 19,

represented for the purposes of signature of this Agreement by Bekele GELETA, Secretary General, hereinafter referred to as **“IFRC”**

and together, jointly referred to as **“the Parties”**,

HAVE AGREED

to this Framework Partnership Agreement which, along with its own Preamble and Provisions hereunder, includes the following Annexes:

Annex I - Model Indirect Management Delegation Agreement ("the Agreement");

Annex II - General Conditions applicable to Indirect Management Delegation Agreements relating to humanitarian aid actions financed by the Union (the "General Conditions");

Annex III - Model Management Declaration template, and

Annex IV - Verification Clause applicable to humanitarian aid actions implemented by International Organisations under Indirect Management Delegation Agreements and financed in full or in part by the European Union ("Verification clause").

which form an integral part of this Framework Partnership Agreement.

The provisions set out in the Framework Partnership Agreement shall take precedence over the Annexes.

If a specific Agreement sets out specific conditions supplementing or explicitly derogating from the provisions of this Framework Partnership Agreement and its Annexes, those specific conditions shall take precedence over the provisions of this Framework Agreement for the purposes of that specific Agreement.

Done in two originals, one for the Commission and one for the IFRC.

For the IFRC

Bekele GELETA  
Secretary General

For the Commission

Claus H. SØRENSEN  
Director-General

Signature

Done at

Date

Signature

Done at Brussels

Date

## PREAMBLE

- 1) *The Commission is responsible for designing and implementing the frame within which the Union finances operations in the field of humanitarian aid, pursuant to Council Regulation (EC) No 1257/96 of 20 June 1996 concerning humanitarian aid (hereinafter referred to as the 'Humanitarian Aid Regulation')<sup>1</sup>, in line with the principles enshrined in the Treaties, in particular Article 214 of the Treaty on the Functioning of the European Union (hereinafter referred to as 'TFEU')<sup>2</sup>, and the European Consensus on Humanitarian Aid<sup>3</sup>;*
- 2) *Considering the specificities of humanitarian aid, in implementing this Union policy, the Commission selects partners with which it shares common general objectives and wishes to establish a relationship of lasting cooperation. This partnership is based on a commitment to quality, efficiency, effectiveness, mutual trust, complementarity of roles and simplified procedures to ensure effective, efficient and rapid delivery of humanitarian assistance.*
- 3) *The purpose of this Framework Partnership Agreement is to define the rights and obligations of the Commission and the IFRC when they enter into specific Agreements and to lay down the rules governing Union-funded humanitarian aid actions (hereinafter referred to as 'the actions') implemented under this Agreement and specific Agreements. It is therefore appropriate to refer to the relevant rules established by Union law, and in particular by the Humanitarian Aid Regulation and by Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union (hereinafter referred to as the 'Financial Regulation') and Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union (hereinafter referred to as the 'Rules of Application');*
- 4) *The European Union's humanitarian aid is intended to provide assistance, relief and protection to people in third countries who are victims of natural or man-made disasters, including complex emergencies, in order to meet the humanitarian needs resulting from these different situations. It is guided by international law and the fundamental humanitarian principles of humanity, impartiality, neutrality and independence;*
- 5) *Without prejudice to these fundamental humanitarian principles, the European Union-funded humanitarian action should also uphold policy coherence, complementarity, efficiency, effectiveness and respect for the 'do no harm principle' in responding to humanitarian crises;*

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<sup>1</sup> OJ L 163, 2.7.1996, p. 1.

<sup>2</sup> OJ C 306, 17.12.2007, p. 1.

<sup>3</sup> Joint Statement by the Council and the Representatives of the Governments of the Member States meeting within the Council, the European Parliament and the European Commission (OJ C 25, 30.1.2008, p. 1).

- 6) *European Union-funded humanitarian actions should be impartial and as such based solely on the affected people's needs and on an impartial needs assessment. They should take into account the differentiated needs and capacities of women and men of all ages, be results-oriented, delivered in the most effective, efficient and rapid manner. This should be implemented with due regard to quality standards and the Union's policy approach in support of humanitarian actions, including the Commission's standards and guidelines, notably for sectoral and thematic issues. They should also ensure accountability to those in need, adapting assistance to the circumstances and providing aid in a way that enhances the prospects of recovery and strengthens resilience to the extent possible, in particular by establishing the linkage between relief, rehabilitation and development;*
- 7) *The Parties commit to raise awareness of humanitarian issues among decision-makers and the general public in order to foster the overall effectiveness of, and support to, humanitarian assistance;*
- 8) *The IFRC should publicise the relevance and impact of Union-funded humanitarian aid;*
- 9) *The Parties undertake to promote and consolidate their relationship and their co-operation by ensuring that each party knows and respects their respective role and mandate and by recognising the specificity of each other's contribution to humanitarian actions. The Parties carry out their roles in the execution of actions funded by the Union preserving their freedom and autonomy and assuming their responsibilities;*
- 10) *The Parties should accomplish their tasks responsibly, with integrity and in a relevant and appropriate way, and should make all efforts to prevent and to take measures against any abuses. To this end, the Parties are also committed to transparency and accountability in the use of European Union funds;*
- 11) *The Commission is committed to ensure the quality and diversity of its partners, acknowledging their respective comparative advantages in responding to diverse situations, and in discharging their specific and varied mandates. The Commission recognises the vital role and added value of International Organisations in providing humanitarian assistance, for their field presence, flexibility, specialisation, and for being a direct expression of active citizenship at the service of humanitarian actions. The Commission is also committed to adapting the control measures applicable to Union-funded actions to the risk analysis of the relevant partner. In addition, the Commission is committed to involving its partners when appropriate in the forecasting and planning of European Union humanitarian aid actions, and to consult them regarding issues of mutual interest, including the implementation of this Framework Partnership Agreement;*
- 12) *The IFRC may manage European Union contributions in accordance with its own regulations and rules as assessed by the Commission through the ex-ante assessment carried out pursuant to Article 61 of the Financial Regulation and Article 39 of the Rules of Application;*
- 13) *The IFRC is an international organisation, which is not governmental, political, racial or sectarian in character. It constitutes the world's largest humanitarian network, composed and*

*governed by its 189 member Red Cross and Red Crescent National Societies and part of the International Red Cross and Red Crescent Movement (the Movement).*

*The Movement is constituted of the International Committee of the Red Cross, the International Federation of Red Cross and Red Crescent Societies and the Red Cross and Red Crescent National Societies. The actions of the components of the Movement are at all times directed in accordance with:*

*14) The Fundamental Principles of the International Red Cross and Red Crescent Movement, namely: Humanity, Impartiality, Neutrality, Independence, Voluntary Service, Unity and Universality;*

- The Statutes of the International Red Cross and Red Crescent Movement;*
- The Geneva Conventions and its Additional Protocols; and*
- The decisions and resolutions of the International Conference of the Red Cross and Red Crescent.*

*15) The international activities which the components are called upon to carry out in cooperation, on a bilateral or multilateral basis, to the exclusion of activities which the Statutes of the Movement and the Geneva Conventions entrust to the components individually, are directed by the "Agreement on the Organisation of the International Activities of the Components of the International Red Cross and Red Crescent Movement" of 26 November 1997 (Seville Agreement).*

*16) The objective of the IFRC is to “ inspire, encourage, facilitate and promote at all times all forms of humanitarian activities by the National Societies, with a view to preventing and alleviating human suffering and thereby contributing to the maintenance and the promotion of peace in the world.” It provides assistance to the affected people of natural disasters and health emergencies, poverty brought about by socio-economic crises and refugees.*

*17) The Red Cross and Red Crescent National Societies (National Societies) are recognized on the basis of the Geneva Conventions, the Statutes of the Movement and of national legislation as voluntary aid societies auxiliaries to the public authorities of their country in the humanitarian field.*

*18) The National Societies carry out their humanitarian and development activities in conformity with their own statutes and national legislation. With a needs-based approach, they cooperate with public authorities in the prevention of disease, the promotion of health and the mitigation of human suffering, through programmes in such fields as education, health and social welfare and emergency relief operations. They assist the government in disseminating IHL and co-operate to ensure respect for the recognized Emblems and IHL.*

*19) The National Societies also provide assistance to affected people of armed conflicts and natural disasters and other emergencies in countries other than their own, to the extent permitted by their resources and as per the rules of the IFRC and the Movement.*

20) *IFRC and National Societies work in close collaboration to provide assistance to communities through their humanitarian activities.*

21) *Finally, the third component of the International Committee of the Red Cross (ICRC) is an impartial, neutral and independent organisation whose exclusively humanitarian mission is to protect the lives and dignity of affected people of war and internal violence and to provide them with assistance. It directs and coordinates the international relief activities conducted by the Movement in situations of conflict. It also endeavours to prevent suffering by promoting and strengthening International Humanitarian Law (IHL) and universal humanitarian principles. Established in 1863, the ICRC is at the origin of the Movement. The ICRC receives its mandate from the 1949 Geneva Conventions and their 1977 Additional Protocols, as well as the Statutes of the Movement.*

## **PROVISIONS**

### **1 Focus on results**

- a) The IFRC submissions of proposals pertaining to actions for which European Union contributions are provided shall include objectives and indicators of achievement to be agreed in specific Agreements and to be reflected in subsequent work plans and reports. The Action shall be properly prepared, with a clear and verifiable objective, which shall be achieved within a given period; the results obtained should be assessed through specific, measurable, achievable, relevant and time bound indicators, using standard sectoral key results indicators to the largest extent possible.
- b) Commission representatives shall be invited to participate in the main monitoring and evaluation missions relating to the performance of actions that have received funding from the European Union. The results of such missions shall be reported to the Commission.
- c) This is without prejudice to any evaluation mission that the Commission as a donor may wish to perform. In order to facilitate the coordination between IFRC and the Commission, the IFRC submissions of proposals shall outline the proposed evaluation plan of the relevant Action.

### **2 Reporting**

- a) Reporting, narrative as well as financial, shall cover the whole of the Action described in the relevant Agreements, regardless of whether this Action is wholly or partially financed by the European Union.
- b) The Agreement sets out the reports to be provided by IFRC to the Commission. Action proposals and reports shall be presented on the relevant Single Form, made available via the electronic exchange system referred to in Article 11 herein.

- c) Reports to be submitted to the Commission shall be in Euro. These reports may be drawn from financial statements denominated in other currencies based on IFRC's statutory requirements. Where necessary, actual expenditure may be converted into Euro using the rate of exchange at which the European Union's contribution was recorded in the IFRC's accounts.
- d) The Commission shall consider establishing Agreements, in particular for multi-donor actions that coincide with IFRC's reporting cycles, so as to facilitate the fulfilment of reporting obligations by the IFRC. This may entail, where the Action had to start before the Agreement is signed, that costs incurred prior to the signature of such agreement are nonetheless eligible, if so determined case by case in such Agreement. In such case these costs must be reported on.
- e) In addition to the standard reports, IFRC shall ensure that progress and situation reports, publications, press releases and updates, relevant to the Agreement, are communicated to the Commission as and when they are made publicly available by the IFRC.
- f) The Parties shall endeavour to promote close collaboration and exchange of information between officials entrusted with the management of actions on both sides. In particular, the Commission shall always be invited to join any donor committee that the relevant IFRC might set up in connection with multi-donor actions.

### **3 Specific Agreements**

- a) Actions eligible for Union funding may be launched either at the initiative of the IFRC, through a submission of an Action proposal to the Commission, or at the initiative of the Commission, by means of a request for the IFRC to undertake an Action independently or in cooperation with other organisations.
- b) If the Commission refuses an Action proposal, it shall inform IFRC as soon as possible and explain the reasons for its refusal.
- c) Where the Commission decides to award a financial contribution, it shall propose to the IFRC to sign an Agreement in accordance with the model(s) annexed to the Framework Partnership Agreement. The Agreement shall be signed by the authorised representative(s) of the Parties.
- d) By signing the Agreement, IFRC agrees to carry out the Action acting on its own responsibility and in accordance with the terms and conditions laid down in the Framework Partnership Agreement, including its Annexes, and the Agreement.

### **4 Eligible costs**

Rules concerning the eligibility of costs shall be established in the General Conditions applicable to Delegation Agreements relating to humanitarian actions financed by the European Union.

## **5 Payment arrangements**

- a) In order to ensure that Commission funds will remain available, and can be fully utilised, maximum European Union contributions to multi-donor actions shall be expressed as an absolute amount.
- b) An amount of 80% of the Union's contribution to the Action shall be given as pre-financing.
- c) The Commission shall pay the balance due to the IFRC in euro within 60 calendar days of the registration of the final payment request. This is without prejudice to the Commission's right to suspend the time-limit for payment or to suspend payments. The Final Report accompanying the final payment request shall be deemed approved, if the Commission has not reacted within 45 calendar days after its receipt. The procedure for the acceptance of the payment request and approval of the Final Report shall be established in the General Conditions applicable to Agreements.

## **6 The euro**

All Agreements between the IFRC and the Commission shall be denominated in euro. All Commission payments to the IFRC shall be made in euro.

## **7 Other financial issues**

- a) The European Union may provide funding for an Action in progress, provided that it has not started before the date on which the request for funding has been received. In duly justified cases, in particular for primary emergency and urgent humanitarian operations, the European Union may provide funding for an Action started by the IFRC before the date on which it has received the request for financing.
- b) The Commission shall inform the IFRC on its forecasting intentions as early as possible in the budgetary exercise, including, on an indicative basis, the amounts likely to be available during the current exercise.
- c) The Commission shall make every effort to allow for the necessary flexibility to enable the IFRC, to the extent that it operates in highly volatile situations to meet evolving needs during the implementation period.
- d) The IFRC shall make every effort to define in advance the aspects most likely to be affected by changes in a given situation.
- e) In the case of multi-donor actions, contributions in kind made by another donor or by the IFRC may not be considered as eligible costs in the Agreement.
- f) In the case of multi-donor actions the IFRC shall ensure equal treatment among all donors.

## **8 Visibility**

The IFRC commits to publicise the relevance and impact of European Union-funded humanitarian aid, both in the European Union and in third countries where European Union-funded actions are carried out, while duly respecting and protecting the safety and dignity of the final beneficiaries. The rules and procedures for communication, visibility and information shall be established in the General Conditions.

The IFRC is responsible for ensuring that all conditions of national law, international law, and Movement emblem regulations are complied with, for both indicative and protective use of the emblem. This is understood as not impeding, in principle, IFRC to comply with its visibility obligations under the present Article and Article 10 of the General Conditions, including display of the EU humanitarian aid visual identity in conjunction with IFRC's own emblem at field level, it being recalled that IFRC may request derogations, where appropriate and justified, under Article 10 of the General Conditions.

## **9 Ex post publicity**

The IFRC accepts that for each Agreement hereunder, the Commission publishes on its website the name and address of the IFRC, the purpose of the contribution as well as the amount contributed by the European Union. The Parties may agree to forego the disclosure of the above information in the event it would risk jeopardising the International Organisation's mandate or harming its interests, or the safety and security of its staff, Final Beneficiaries or the local community.

## **10 Consultations**

The Parties shall promote a regular exchange of information on all matters arising out of this Framework Partnership Agreement. The Parties shall meet whenever necessary to review the implementation of this Framework Partnership Agreement. They may propose any appropriate action, including amendments to this Framework Partnership Agreement, in the light of the results obtained or of changes in the regulatory framework of the Parties.

## **11 Communication**

### **11.1 Communication concerning the principles and rules in the Framework Partnership Agreement**

a) Communication concerning the principles and rules laid down in this Framework Partnership Agreement shall be sent either by postal delivery or by electronic means.

b) Communication referred to in Article 11(1)(a) herein and addressed to the IFRC shall be sent to the postal address or the electronic address indicated in the electronic exchange system, referred to in Article 11(2) herein.

c) Postal delivery referred to in Article 11(1)(a) herein and addressed to the Commission shall be sent to the following postal address:

European Commission  
Directorate-General for Humanitarian Aid and Civil Protection – ECHO  
Unit responsible for Partner Support  
B- 1049 Brussels  
Belgium

d) Electronic communication referred to in Article 11(1)(a) herein and addressed to the Commission shall be sent to the email address of the Unit responsible for Partner Support indicated in the electronic exchange system.

## **11.2 Communication concerning specific Agreements**

a) Communication concerning Agreements shall be made via the electronic exchange system set up by the Commission and to which the IFRC has been granted access via an appropriate authentication system. Such communication shall be made pursuant to the provisions of Article 4 of the General Conditions.

b) Access to the electronic exchange system is subject to a unique username and password, and documents submitted via this medium shall be considered equivalent to signed documents. It is the responsibility of the IFRC to ensure the accuracy of the information supplied, to manage its own user rights and to take the necessary measures to avoid unauthorised access or use.

## **12 Amendment and interpretation of the Framework Partnership Agreement**

a) Any amendment to this Framework Partnership Agreement shall be done in writing.

b) All reference made to European Union legislation shall be understood as referring to the most recent applicable version of the legislative text as published in the Official Journal of the European Union. The Commission shall inform the IFRC of any relevant and substantial modifications thereof.

## **13 Settlement of disputes**

a) The Parties shall endeavour to settle amicably any dispute or complaint relating to the interpretation, application or fulfilment of this Framework Partnership Agreement or any specific Agreements, including their existence, validity or termination. In default of amicable settlement, either Party may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of this Framework Partnership Agreement.

- b) The language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either party. The Arbitrator's decision shall be binding on all affected parties and there shall be no appeal.
- c) Nothing in this Framework Partnership Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party hereto by its constituent documents or international law.
- d) Agreements shall contain provisions incorporating the above.

#### **14 Entry into force and termination**

- a) This Framework Partnership Agreement shall enter into force upon signature by both Parties.
- b) This Framework Partnership Agreement shall apply to all Agreements entered into between the Commission and the IFRC in the field of humanitarian aid as of 1<sup>st</sup> January 2014.
- c) This Framework Partnership Agreement shall not affect Agreements entered into prior to the date of its entry into force, which shall remain governed by the Framework Partnership Agreement in force at the time of the conclusion of such Agreements.
- d) Any General Conditions applicable to Agreements, to which this Framework Partnership Agreement applies, shall fully conform to the provisions hereof.
- e) This Framework Partnership Agreement may be terminated by either Party upon giving six months' prior written notice to that effect to the other Party. Unless the Parties agree on another course of action, any Agreements entered into before the termination of this Agreement shall not be affected by such termination.

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