

FRAMEWORK PARTNERSHIP AGREEMENT WITH THE INTERNATIONAL COMMITTEE OF THE RED CROSS

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 Committee of the Red Cross, 19 Avenue de la Paix, 1202, Geneva, Switzerland

represented for the purposes of signature of this Agreement by Yves DACCORD, Director-General, hereinafter referred to as “the ICRC”

and together jointly referred to as “the Parties”,

HAVE AGREED

to this Framework Partnership Agreement, including the following Annexes:

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| Annex I | Model Indirect Management Delegation Agreement (the “Agreement”) |
| Annex II | General Conditions applicable to Delegation Agreements relating to humanitarian actions financed by the European Union (the “General Conditions”) |
| Annex III | Management Declaration template |
| Annex IV | Verification Clause applicable to humanitarian aid actions implemented by the International Committee of the Red Cross (ICRC) 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 terms set out in the Framework Partnership Agreement of which the Preamble forms an integral part, 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 ICRC.

For the ICRC

Yves DACCORD
Director-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 European 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')¹, 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')², and the European Consensus on Humanitarian Aid³;*
- 2) *Considering the specificities of humanitarian aid, in implementing this European 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. The specific relationship between the Commission and the ICRC, based on a twenty-year long experience, aims at developing a strategic partnership;*
- 3) *The purpose of this Framework Partnership Agreement is to define the rights and obligations of the Commission and the ICRC when they enter into specific Agreements and to lay down the rules governing European 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 European Union law, and in particular by the Humanitarian Aid Regulation, 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 European 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 disasters 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 International Red Cross and Red Crescent Movement's fundamental humanitarian principles of humanity, impartiality, neutrality and independence⁴;*
- 5) *Without prejudice to these fundamental humanitarian principles, the European Union-funded humanitarian actions should also uphold policy coherence, complementarity, efficiency, effectiveness and respect for the 'do no harm principle' in responding to humanitarian crises;*
- 6) *European Union-funded humanitarian actions should be impartial and as such based solely on the affected people's needs and on an impartial and independent needs assessment.*

¹ OJ L 163, 2.7.1996, p. 1.

² OJ C 306, 17.12.2007, p. 1.

³ 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).

⁴ As proclaimed by the 20th International Red Cross and Red Crescent Conference, Vienna, 1965 and included in the Preamble of the Statutes of the International Red Cross and Red Crescent Movement (1986).

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, with due regard to quality standards and the European 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 ICRC should publicise the European Union support to its humanitarian action; this is restricted to initiatives not jeopardizing ICRC humanitarian access, endangering its operations or undermining the perception of ICRC neutrality, independence and impartiality;

9) The Parties undertake to promote and consolidate their strategic relationship and 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 action, in particular International Humanitarian Law and doctrine⁵ developed by the ICRC. The ICRC carries out its mandate through actions supported financially by the European Union preserving its independence and assuming its 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 within actions. The Parties are also committed to transparency and accountability in the use of European Union funds, taking into account the specificities of their working modalities;

11) The Commission is committed to involving the ICRC when appropriate in the forecasting and planning of European Union-funded humanitarian actions and to consult it regarding the implementation of this Framework Partnership Agreement and on other issues of mutual interest;

12) The ICRC 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 European Union recognises the ICRC as an impartial, neutral and independent organisation whose exclusively humanitarian mission is to protect the lives and dignity of people affected by armed conflicts and other situations of violence and to provide them with assistance. The ICRC also endeavours to prevent suffering by promoting and strengthening International Humanitarian Law and universal humanitarian principles. The ICRC received its mandate from the universally ratified 1949 Geneva Conventions and their 1977 Additional

⁵ ICRC doctrine is the body of documents adopted by the Assembly with a view to providing long-term inspiration and guidance for the organisation's action and thinking. It takes into account the external environment and is based on: the practice, history and Statutes of the ICRC; the Fundamental Principles and the Statutes and resolutions of the International Red Cross and Red Crescent Movement; and IHL. The main purpose of developing and codifying doctrine is to ensure that the action of the ICRC and its representatives is both consistent over time and more predictable and credible in the actions it undertakes to fulfil its mandate.

Protocols, the Statutes of the International Red Cross and Red Crescent Movement, as well as the Resolutions from the International Conferences of the Red Cross and Red Crescent;

14) Established in 1863, the ICRC is at the origin of the International Red Cross and Red Crescent Movement;

15) The International Red Cross and Red Crescent Movement is constituted by the International Committee of the Red Cross, the International Federation of Red Cross and Red Crescent Societies and the 189 National Red Cross and Red Crescent Societies. The actions of the components of the International Red Cross and Red Crescent Movement are at all times directed in accordance with the fundamental principles of the International Red Cross and Red Crescent Movement, namely Humanity, Impartiality, Neutrality, Independence, Voluntary Service, Unity and Universality;

16) The ICRC directs and coordinates the international relief activities conducted by the Movement in situations of armed conflict and internal strife. It bases its humanitarian action on the strict observance of the principles of humanity, neutrality, independence and impartiality as defined in the Preamble of the Statute of the International Red Cross and Red Crescent Movement;

17) Due to its international mandate and recognised humanitarian role, as well as its 150 years of experience, the ICRC is a strategic humanitarian partner of the European Union. The European Union recognises the ICRC specificity and supports its actions and modus operandi as stated in several European Union documents, including the European Consensus on Humanitarian Aid and the Declaration by the High Representative on behalf of the European Union on the occasion of the 150th anniversary of the ICRC. The European Union is also committed to improve compliance with International Humanitarian Law as recalled in the European Union Guidelines devoted to that specific objective.

1 Focus on results

- a) The ICRC submissions of proposals pertaining to actions for which European Union contributions are provided shall include objectives, results 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 planned to 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) Both Parties may agree that Commission representatives be invited to participate in the main evaluation missions relating to the performance of actions that have received funding from the European Union. The main results of such missions shall be shared with the Commission.
- c) This is without prejudice to any evaluation mission and monitoring that the Commission as a donor may wish to perform. In order to facilitate the coordination between the ICRC and the Commission, the ICRC submissions of proposals shall outline the ICRC internal evaluation system.

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 the ICRC to the Commission. Action proposals and reports shall be presented on the 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 the ICRC'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 ICRC's accounts.
- d) The Commission shall consider establishing Agreements, in particular for multi-donor actions, which coincide with the ICRC's reporting cycles, so as to facilitate the fulfilment of reporting obligations by the ICRC. 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 all cases a Final Report is required covering the whole period of implementation of the Agreement. Unless otherwise specified in the relevant Agreement, the Final Report must be received by the Commission within three months after the end of the implementation period specified in the Agreement. In the case of delay in the submission of the Final Report without an acceptable written explanation, the Commission may refuse to pay any outstanding amount and recover any amounts unduly paid and/or it may terminate the Agreement.
- f) In addition to the standard reports, the ICRC 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 ICRC.

g) 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, as is the case with the ICRC Donor Support Group (DSG) in which the Commission already participates.

3 Specific Agreements

a) Actions eligible for European Union funding may be launched either at the initiative of the ICRC, through a submission of an Action proposal to the Commission, or at the initiative of the Commission, by means of a request for the ICRC to undertake an Action independently or in cooperation with other organisations.

b) If the Commission refuses an Action proposal, it shall inform the ICRC 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 ICRC 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, the ICRC 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, European Union contributions to multi-donor actions shall be expressed as an absolute amount.

b) An amount of 80% of the European Union's contribution to the Action shall be given as pre-financing.

c) The Commission shall pay the balance due to the ICRC 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.

6 The euro

All Agreements between the ICRC and the Commission shall be denominated in euro. All Commission payments to the ICRC 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 ICRC before the date on which it has received the request for financing.
- b) The Commission shall inform the ICRC 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 ICRC, to the extent that it operates in highly volatile situations, to meet evolving needs during the implementation period.
- d) The ICRC 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 ICRC may not be considered as eligible costs in the Agreement.
- f) In the case of multi-donor actions, the ICRC shall ensure equal treatment among all donors.

8 Visibility and communication

8.1 Visibility and joint communication in the European Union

- a) With a view to promote in Europe the visibility of the European Union's contribution to humanitarian aid, the underlying principles of neutral, independent and impartial humanitarian action and the humanitarian needs of people affected by armed conflict, the ICRC and the Commission maintain a regular dialogue to identify possible activities ensuring joint visibility in Europe. The objective of these activities is to raise the European citizens' awareness of humanitarian aid related matters, to stimulate interest in and garner support for neutral, independent and impartial humanitarian action, to underline the respective role played by the Commission and the ICRC and to highlight the strategic partnership between the Commission and the ICRC.
- b) On the basis of this dialogue and of the opportunities jointly identified, the ICRC shall submit, at the beginning of each year, to the Commission a Preliminary Communication Plan of Action covering not less than three joint communication activities in the European Union to be implemented jointly over the following 12-month period, partially or totally budgeted by the ICRC. The preliminary Plan shall also include a list of other possible activities to be implemented jointly. The actions and activities shall be selected based on the identification of converging communication opportunities.
- c) The Preliminary Communication Plan shall establish a calendar for the actions and activities, specify the target audience, explain the general content and type of activity, indicate how European Union visibility will be ensured, as well as provide a preliminary budget. This Preliminary Communication Plan shall be complemented during the year with additional activities in Europe jointly identified and by the Commission's own initiatives in Europe to

which the ICRC may be associated according to opportunities and which underline the support given by the Commission to the ICRC. These activities may include for example:

- Exhibitions, poster campaigns, actions in connection to dedicated international days, conferences and seminars, public events;
- ICRC/Commission joint publications or audio-visual productions, co-authored articles for publication in European media or other joint media oriented activities, including when possible web-based activities, interviews referring to the Commission support;
- ICRC media material put at the disposal of the Commission, including for web-based use.

d) For each of these activities the ICRC and the Commission shall ensure visibility for the European Union, for instance as follows:

- At joint public events and exhibitions, poster campaigns: display of the European emblem;
- For joint publications, audio-visual productions or interviews: indication of the Commission support and when appropriate display of the European emblem;
- At conferences and seminars: participation of Commission representatives (as speakers when appropriate).

e) The agreed activities and the ensuing Communication Plan of Action may be adapted to changing circumstances in the course of the concerned annual cycle and after agreement between the ICRC and the Commission.

f) At the end of the annual cycle and before agreeing on actions for the following 12-month cycle, the ICRC and the Commission shall jointly analyse the impact and outreach of the past year's visibility and communication activities.

8.2 Field visibility

The obligations towards field visibility shall be specified in any Agreement to be concluded between the Commission and the ICRC, pursuant to Article 10 of the General Conditions.

8.3 Derogations

The Commission may forego visibility where the latter would jeopardize the ICRC's humanitarian access, the safety and security of the ICRC's staff or undermine the perception of the ICRC's neutrality, independence and impartiality.

9 Ex post publicity

The ICRC accepts that for each Agreement hereunder, the Commission publishes on its website the name and address of the ICRC, the purpose of the contribution as well as the amount contributed by the European Union.

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 ICRC 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 ICRC has been granted access via an appropriate authentication system.
- 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 ICRC 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 ICRC 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 specific Agreements entered into between the Commission and the ICRC in the field of humanitarian aid as from the date of entry into force hereof, unless otherwise agreed in exceptional circumstances by the Commission and the ICRC.

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.