



## PARTNERSHIP FRAMEWORK AGREEMENT

Between

THE SWEDISH RED CROSS (SRC)

And

THE INTERNATIONAL COMMITTEE OF THE RED CROSS (ICRC)

### Context

The Swedish Red Cross (SRC) and the International Committee of the Red Cross (ICRC) are committed to a strategic partnership in the frame of the International Red Cross & Red Crescent Movement (the Movement). Both partners share an overall goal of maximising the resources and impact of the Movement in order to reach more people in conflict and crisis and leverage Movement's potential as agreed in the Council of Delegates 2017 and previous decisions of the CoD and the International Conference.

As a strategic opportunity agreed by the Council of Delegates 2017, the partners commit to promote and contribute to supporting and bringing forward Senior Women's leadership in the international bodies of the Movement as well as in National Societies.

The partners are aware that the benefits of cooperation and partnerships within the Movement have the potential to bring benefits to all parts of the Movement, while acknowledging the negative image and impact of competition within the Movement members. This framework agreement is concluded with the aim to find and inspire models of cooperation that bring benefits to many others.

### Purpose

The objective for the partnership is to define a structure and goals for the SRC and ICRC cooperation, including also how this cooperation contributes to strengthening Movement cooperation and coordination. It is underpinned by the Movement's Fundamental Principles and a shared commitment to the Statutes and principles for cooperation agreed to within the Movement.

This Partnership Framework Agreement (PFA) sets out the aim and focus of the partnership for 2018-2022. Plans of action (with measurable results) for each priority will be developed and will be considered as Annexes to the present PFA.

This PFA defines the overall relationship between the ICRC and the SRC and aims to ensure a quality of partnership built on transparency and mutual responsibility for the results. The PFA is complemented by a "SRC-ICRC Contribution of Funds Agreement", signed on annual basis, setting out the specific terms and conditions for the SRC financial contributions to the ICRC and setting the standard framework for administration, reporting, and accountability.

## 1. PARTNERSHIP AMBITIONS, STRATEGIC FOCUS AND DESIRED OUTCOMES

### 1.1 Primary Thematic Areas of Cooperation

Through this partnership the ICRC and SRC aim to:

#### a. Strengthen the protection-oriented response

The key priorities are the following:

- **Protection approach** – enhance SRC’s capacity to respond to increasing protection needs and mainstreaming a protection approach beyond migration and detention, while at the same time contributing to enhancing the protection approach at the European level.
- **RFL and Information & Communication Technology** – further development of RFL Eco system<sup>1</sup> and exploration of joint partnerships.
- **RFL and Family reunification** – exploring collaboration for International Conference 2019 and beyond.
- **Migration and Immigration Detention** – strengthen capacities to ensure protection and address the humanitarian needs of migrants in detention and develop guidelines on the use of alternative to detention both at national level and European Movement level.
- **Advocacy on global compacts for migration and refugee response framework.**

#### b. Strengthen health support in order to ensure high standard and holistic continuum of care to people affected by conflict and violence

The key priorities are the following:

- **Mental Health and Psychosocial Support and Post Release Support to victims of torture and other forms of ill-treatment.**
- Strengthen **Hospital Care, Surgical Care and Emergency Health (EH)** support by increasing the involvement of SRC health delegates in ICRC hospital projects deployed in armed conflict settings, as well as by participating in ICRC and movement wide clinical care standardization processes. This will be achieved by closer/advanced cooperation and collaboration and would be based on needs assessments.
- Improve the ICRC and Movement’s ability to respond to emergencies by actively contributing to **operational education and training**. This will be achieved by closer/advanced cooperation and collaboration in ICRC’s current educations/ seminars and by contributing to the education/ training in trauma nursing for ICRC contracted and National Societies staff.

#### c. Support respective activities related to the respect, implementation and strengthening of IHL, as well as activities to strengthen the protection of Health Care.

The key priorities are the following:

- Continue and expand the close collaboration on IHL, including supporting respective activities in relation to **“IHL and gender”**
- Support the implementation of activities aimed at **reducing violence against health care** including measures targeting operational practice of states armed forces and concrete

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<sup>1</sup> The RFL Eco System is defined as a collection of online tools comprised of (1) a publicly accessible website which provides beneficiaries and the public with information on the Movement’s RFL services as well as an online database where users can register people as missing or safe in relation to certain major crises; (2) information-sharing platforms restricted to members of the FL Network, which are used to transfer files and develop best practice; and (3) two databases exclusively used by National Societies and the ICRC to manage individual RFL cases.

measures implemented in cooperation with National Societies in countries affected by such violence, taking into account the lessons learnt from the past.

**d. Support the integration of Community Engagement and Accountability (CEA) into operations.**

The key priorities are the following:

- Support the development of a **Movement-wide approach to CEA** (inclusive of diversity, e.g. gender and disability) with the objective of working on a resolution for the 2019 Council of Delegates.
- Build a **pool of skilled CEA delegates** to deploy in key priority contexts, as Movement delegates (ICRC, IFRC and/or NS), as part of the “surge optimization” efforts taking place within the Movement.
- Support the **documentation of evidence** with regards to the contribution of CEA to programme quality by building on shared good practice and experiences.
- Develop a coordinated approach to support selected National Societies in CEA.

**e. Raise the awareness about sustainability within respective organizations and the Movement, as well as actively lead and contribute to the development of methods**

The key priorities are the following:

- **Policy development** – build a common understanding of sustainability (definition, shared terminology, focus areas) through an engaged and communicating Movement network.
- **Sustainability reporting** – develop standards for reporting to be shared within the greater organization.
- **Sustainable Response Operations** – Pursue dialogue and mutual engagement to reduce adverse impact on environment at i) institutional level and ii) operational level.
- **Sustainable Financing** – Maintain an up to date investment policy that minimizes risks related to sustainability aspects while balancing revenue requirements and develop strategies for how to access new forms of funding labeled as sustainability funds and programs.
- **Promote and support the development of quality<sup>2</sup> and diversity in Movement Leadership** at all levels of the Movement.

## 1.2 Supportive Strategies

To support the implementation of the agreed primary thematic areas of cooperation close cooperation will continue in the following:

**f. Human Resources**


- Continue existing and explore expansion of HR cooperation, including priority given to SRC profiles and expertise within the PFA thematic areas, joint HR Marketing efforts, and existing and future SRC secondments to ICRC. Provide visibility for promotional use domestically and provide access to staff development activities.

**g. Operational Partnership and National Society Development**

- Ensure close dialogue, coordination and support at the field and HQ level to establish relevant operational partnerships (i.e. integrated partnerships, coordinated activities, packages of support) to support the implementation of the agreed thematic areas of cooperation.

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<sup>2</sup> Ethics and Accountability in leadership, i.e. how we live our RC/RC principles

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- Support initiatives that strengthen Movement coordination and cooperation (including SMCC process) and contribute to National Societies taking a stronger role, as part of their national society development, in the coordination of their partners.
- Drawing on SRC priorities and experiences in NSD, contribute to the alignment of NSD approaches in the field where SRC and ICRC have joint interests and work together in volunteering development and safer access.
- Strengthening SRC capacity to act in domestic situations through enhancement of personnel development (staff and/or volunteers), integrating knowledge and experience from the Safer Access Framework.

#### **h. Resource Mobilization**

The aim is to jointly explore the potential for strengthening existing and developing additional fundraising streams in Sweden with the aim of maximizing funding to operations.

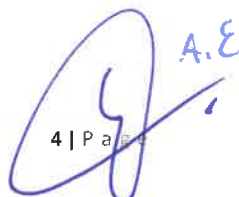
Priorities will include:

- Exchange experience and learn lessons in relationship with the Swedish Government as a donor with the aim to leverage towards better fluency of the relations and increase overall government funding to both organizations; a) first learn lessons of current situation 2) develop a joint and mutually agreed plan for the continued work.
- Learn lessons from and further develop the direct operational and funding relationship with the aim of increasing overall Swedish RC funding to ICRC operations.
- Jointly explore private fundraising in Sweden based on mutual benefit basis and establish a complementary and mutually reinforcing way of working together, under the Swedish RC lead and coordination, to maximise private funding from, and strategic partnerships within, the Swedish market.

## **2. JOINT RESPONSIBILITIES**

SRC and the ICRC will work closely in partnership in the implementation of this Agreement. More specifically, they will:

- 2.1 Implement the Agreement in accordance with its terms, the desired outcomes and the projects, which are annexed.
- 2.2 Prioritise creation of project description sheets, for particular initiatives which will be treated as annexes to this agreement. Each project description sheet will contain specific objectives and its own plan of action mutually agreed between the partners with *corresponding roles and responsibilities*.
- 2.3 Allocate the necessary financial, technical and personal means and other resources required for the implementation of the agreement promptly, and in compliance with the project description sheets and related plans of action.
- 2.4 Ensure all the staff and volunteers involved in the implementation of this Agreement are briefed on the terms of the partnership and related coordination mechanisms and contribute to the strengthening of the partnership between the two institutions. In addition, they provide their respective staff and volunteers with the support necessary for institutional relationship building and partnerships management.

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- 2.5 Establish effective coordination mechanisms at strategic and operational levels to ensure the objectives of the Agreement are met. These coordination mechanisms define the cooperation coordination flow between the two institutions.
- 2.6 Share and coordinate their partnership with other Movement components active in countries where this Agreement and its associated projects are performed, and actively contribute to any other Movement coordination mechanism in place.
- 2.7 Ensure that any public communication, representations and reporting in relation to this Agreement and any of its associated projects shall be mutually agreed- think through this. Examples from previous periods can be helpful. If this para is taken seriously it can cause unnecessary negotiations. Can we build on trust and that no one want the other harm? in advance of their release and that such communications reflect the partnership between the two institutions.

The partners cognizant of their financial obligations and responsibilities under this Agreement are committed to abide at all times with the principles of good financial management including predictability, transparency, accountability, and traceability. The specific details regulating this is outlined in the “SRC-ICRC Contribution of Funds Agreement” signed on annual basis.

### **3. SECURITY AND CRISIS MANAGEMENT**

- 3.1 Security and crisis management is a matter of due diligence and care. Each Partner is responsible for the protection and security of its members, staff and volunteers, as well as their agents, consultants, contractors, subcontractors, and its visitors; hereafter all together named “staff and any other persons under the responsibility of the partner”. Each partner shall take all necessary and appropriate measures to protect and ensure the security of its staff and any other persons under the responsibility of the Partner – irrespective of their contractual status or source of funding. Unless otherwise provided for under this Agreement, neither Partner shall have any specific obligation to protect and ensure the security of the other Partner’s staff and any other persons under the responsibility of the partner.
- 3.2 The ICRC shall afford to seconded staff (Staff on Loan) from SRC the same degree of care that it affords to the ICRC’s ‘Mobile’ Delegates<sup>3</sup>, framed within the Staff on Loan contractual arrangements. This means that the ICRC shall include Staff on Loan into ICRC’s managed programs, integrate them into the security management of the ICRC, and offer them the same services and support. The ICRC shall use its best efforts to ensure that Staff on Loan enjoy the same privileges and immunities as those enjoyed by ICRC’s ‘Mobile’ Delegates.
- 3.3 The ICRC shall host SRC staff on an official pre-agreed visit to an ICRC Delegation and include them under the ICRC security management for the duration of their visit.
- 3.4 The ICRC may provide specific security and crisis management support to SRC staff connected with activities within the wider frame of this Agreement. The terms, conditions and limits thereof shall be set out in specific programme and project Agreements, defined on a context by context basis.

### **4. MONITORING, REVIEW, EVALUATION AND AUDIT**

- 4.1 Coordination at strategic level will include mechanisms to monitor the progress in the implementation of the Agreement and its constituent projects. Regular reviews of progress in the various projects conducted under this Agreement. A monitoring framework will be annexed to this PFA.

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<sup>3</sup> Internationally recruited and deployed staff member.

4.2 An audit covering one or more of the constituent projects may be jointly decided by the partners. The auditors will be identified jointly by both partners. The audit costs will be budgeted in the related project.

4.3 The terms of reference of any review, evaluation and/or audit will be drawn up and approved jointly by both partners.

## 5. GENERAL CONDITIONS

5.1 This Partnership Framework Agreement comes into effect on 1<sup>st</sup> January, 2018 and shall expire on 31<sup>st</sup> December, 2022. Extensions, if any, shall be negotiated and confirmed in writing at least two months before the termination of this Agreement.

5.2 The partners will maintain consistent interaction at all levels throughout the period of the agreement.

5.3 The partners' management shall meet towards the end of each year throughout the term of this agreement. The purpose of this annual high-level meeting will be to review and discuss progress in the implementation of the cooperation, and to explore new opportunities and engagements and to strengthen the relationship with the Swedish Government.

5.4 Nothing in or relating to this Agreement shall constitute or be deemed a waiver, express or implied, of any of the privileges and immunities by either of the partners, whether under law or custom or stemming from a Headquarters Agreement.

5.5 In the event of any delay or difficulty in implementing the terms of this Agreement or of the projects agreed upon thereunder, the Partners shall consult each other promptly and endeavour to find a resolution in a spirit of good partnership.

5.6 In the event of any dispute, controversy or claim arising out, of or relating, to this agreement, or of the breach, termination or invalidity thereof. Any difficulties in the implementation of this agreement that are not amicably resolved between the partners within one (1) month shall finally be settled by arbitration to the exclusion of the jurisdiction of local courts.

5.7 The arbitration shall be held in accordance with the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules at present in force of which the Parties have taken due notice. The language of arbitration shall be English and the place of arbitration Geneva, Switzerland. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award shall be binding and final.

Date: 7<sup>th</sup> February 2018

Signatures:



*Anna Ernestam*  
**Secretary General (A.i)**  
**Swedish Red Cross**



*Yves Daccord*  
**Director General**  
**International Committee of the Red Cross**