



## **Partnership Framework Agreement**

**between**

**The Swedish Red Cross**

**and**

**THE INTERNATIONAL COMMITTEE OF THE RED CROSS**

### **1. Introduction**

- 1.1. This Partnership Framework Agreement (hereinafter the/this "Agreement") is concluded between the Swedish Red Cross (hereinafter the "SRC") and the International Committee of the Red Cross (hereinafter the "ICRC") (both referred to as the "Partners") and expresses their mutual commitment to develop, strengthen and value their partnership.
- 1.2. The SRC Strategic Direction 2024-2030 (to be approved at the SRC General Assembly in 2023), and the ICRC Cooperation Policy (DOCT 62, 2003) and its Institutional Strategy (2019-2024) shall form the basis for the partnership's activities and scope. The SRC Strategic Direction aims for the SRC to step up its efforts in areas such as community engagement and accountability, diversity and inclusion, climate action, working more in partnerships with external actors, stepping up humanitarian diplomacy and contributing to and drawing upon a stronger Red Cross and Red Crescent Movement (hereinafter the "Movement"). In the strategic cooperation between SRC and ICRC these areas are therefore reflected. In addition, SRC and ICRC will continue working together in other areas where both organizations share strategic priorities and operational capacity, such as protection, migration, mental health, and psychosocial support (MHPSS), water, sanitation & hygiene (WaSH) and the provision of human resources.
- 1.3. The SRC and ICRC agree to implement this Agreement in accordance with the Movement's Fundamental Principles, its Statutes, the Code for Good Partnership (agreed at the 2009 Council of Delegates) and the Movement's agreed coordination rules and frameworks, including the "Movement Coordination for Collective Impact Agreement" (Seville Agreement 2.0), agreed at the 2022 Council of Delegates, and the letter and spirit of the resolutions on Strengthening Movement Cooperation and Coordination (SMCC) adopted by the Council of Delegates.
- 1.4. The Partners recognize the SRC's auxiliary role to its public authorities in the humanitarian field, and the ICRC's conventional and statutory mandates, roles and core competencies. They commit to respect each other's respective status as individual and independent

humanitarian organizations, and to ensure, within the scope of this Agreement, a coordinated Movement dialogue with the public authorities concerned.

- 1.5. This Agreement defines the overall relationship between the Partners. It aims to ensure a partnership of quality and mutual responsibility that seeks to achieve the highest humanitarian impact. The Agreement also sets a standard framework for administration, reporting and accountability, within which individual projects and initiatives can take place.
- 1.6. Cooperation between the Partners is intended to enable a meaningful, effective and principled humanitarian response, particularly during armed conflict and other situations of violence, and a strengthening of the Movement's collective humanitarian response.
- 1.7. The Partners may enter into written operational and/or programme agreements, including agreements on financial management procedures and/or global thematic agreements (hereinafter "sub-agreements") to complement, further develop, operationalize or implement this Agreement. Such sub-agreements, with their respective objectives, plans of action and budgets, shall form an integral part of – and be guided by – this Partnership Framework Agreement.
- 1.8. This Agreement, including the Annex on Partners' Duties and Commitments which will form an integral part of this Agreement upon signature, and any sub-agreements concluded subsequently thereunder, shall be legally binding upon the Partners.
- 1.9. The Partners will promote the partnership and the Partnership Framework Agreement with their respective delegations in the field and encourage new partnership initiatives that will focus on the identified primary focus areas or in other areas where the SRC and/or ICRC can add value based on institutional capacity.
- 1.10. Both partners recognize the strategic importance of the partnership as providing a basis for reinforcing each institutions capacity and opportunity to meet its individual mandate and objectives. It is also part of an overall objective of reinforcing the role of the Movement and ensuring more effective humanitarian action.
- 1.11. The SRC and ICRC have expressed a clear will to expand cooperation and formalize this in a Partnership Framework Agreement with the aim of identifying key priority domains of common interest for the partnership and of providing mechanisms to follow up on the implementation of the partnership at the institutional level.

## **2. Desired outcomes from the partnership**

- 2.1. This Agreement serves as a framework for the cooperation between the SRC and ICRC. To this extent, this Agreement: (i) outlines the general principles guiding and governing the relations between the Partners; (ii) sets forth the joint and mutual obligations of the Partners under the Agreement and as well as any sub-agreements concluded thereunder (as defined above); and (iii) defines the conditions for the execution of this Agreement, as well as any sub-agreements concluded thereunder.
- 2.2. The commitment of the Partners to the values of a "good partnership" (e.g. mutual respect, open communication, transparency, equality, effectiveness, strengthening of the Movement, expanding the impact of humanitarian assistance, mutual strengthening of roles, accountability, compliance with international humanitarian standards (e.g. the

Sphere standards), respect for the Fundamental Principles and compliance with the Movement's statutory, policy and regulatory frameworks, integrity, etc.), together with a firm commitment to ensure that adherence of the Partners to said values, shall be measured and ensured over the course of the partnership.

2.3. Through this partnership, the SRC and ICRC commit to partnering on the following thematic areas:

### **IHL and Humanitarian Principles**

The SRC and ICRC are committed to continue to cooperate and support each other, on the basis of their respective mandates, in relation to IHL dissemination, implementation and reinforcement in order to enhance understanding and respect of IHL and principled humanitarian action.

The key priorities are the following:

- Collaborate on issues of mutual interest relating to the development, implementation, promotion and dissemination of international humanitarian law and principled humanitarian action.
- Continue the close collaboration in relation to "IHL and gender"
- Proactively exchange knowledge and information to align messaging with Swedish authorities and with the Swedish public. When appropriate, approach Swedish actors together to enhance impact.
- Ensure coordination regarding messaging with the Swedish Ministry of Defense and the armed forces, with regards to the development of the Swedish 'total defense system'.
- Initiate joint analysis on possible modes of cooperation, given security challenges in Europe and the Baltic Sea.
- Explore the possibility of working together to operationally support IHL domestic compliance in the field – through a National Society IHL capacity building project or similar.

### **Protection**

The SRC and ICRC are committed to continue working together to strengthen the protection-oriented response, including to address migrant-specific vulnerabilities through assistance, protection, and advocacy at national and global level. Furthermore, following the adoption of the 2022 Council of Delegates (CoD) Resolution CD/22/R9 "Towards a Movement Strategy on Migration" the SRC and ICRC aim to strengthen their cooperation to ensure its implementation.

The key priorities are the following:

### **Migration**

- Pursue and further develop the collaboration and technical exchanges between SRC and ICRC both bilaterally and within Movement platforms. In particular, the SRC and ICRC will work together to:
  - Develop the future Movement Migration Strategy and reinforce a Movement-wide principled and vulnerability-based approach to all types of migration through the work of the Migration Leadership model (including the Migration Leadership Group, the Migration Lab and the Global Migration Task Force).

- Increase joint and/or coordinated humanitarian diplomacy efforts at national and EU level on issues of common interest, such as immigration detention/alternatives to detention, RFL, protection of migrants' rights at the external borders and return-related activities.
- In the initial period of the PFA, SRC and ICRC will explore possible new areas of collaboration, for example, joint projects focused on protection of particularly vulnerable categories of migrants.

### **Protection**

- Support the protection response and vision of the Movement through collaboration on key global initiatives and promotion of trainings and tools.

### **RFL**

- Continue the implementation of innovative digital solutions to increase the availability of RFL services, better interaction with affected populations and a long-term support to case management, especially regarding the Missing file within the framework of the RFL Strategy 2020–2025
- Continue the strategic and operational collaboration on the implementation of the RFL Strategy 2020-2025 and beyond, with the overall aim to contribute to strengthening the RFL Services of the Family Links Network

### **Health**

The SRC and ICRC share a joint commitment to respond to the Mental Health and Psychosocial Support (MHPSS) needs arising from armed conflict and other situations of violence by working to ensure access to integrated MHPSS services. Furthermore, after the adoption of the Movement MHPSS Policy and the MHPSS resolution at the 33rd International Conference in 2019, the SRC and ICRC aim to strengthen their cooperation to ensure their implementation. The SRC and ICRC also share the ambition to cooperate in the area of Infection prevention and Control (IPC). This is an area where the SRC is taking an active role within IFRC at global level (leading the development of an ERU on IPC) and where there is potential to expand this knowledge to the ICRC for operationalization in complex humanitarian settings. A new collaboration will therefore be initiated to explore how the SRC and ICRC can support the development of better IPC practices in health provision, including ICRC hospital services.

The key priorities are the following:

### **MHPSS in humanitarian situations**

- Enhance collaboration on addressing MHPSS needs and access to MHPSS services in jointly identified operational contexts based on relevant expertise and experience from SRC rehabilitation centers and ICRC. Ensure complementarity in enhancing the capacity development needs of local actors in a comprehensive and multidisciplinary manner, through shared assessments, joint trainings and tool development where possible and relevant.
- Explore joint opportunities for evidence-based research on common topics where possible and relevant. This entails also ensuring knowledge sharing opportunities and technical exchanges by using existing technical meetings at each organisation.
- Collaborate on MHPSS Policy and Roadmap implementation with a focus on the inclusion of relevant joint field activities and experiences in the relevant Roadmap priority area WGs (specific operational focus on WG2).

- Collaborate on common advocacy opportunities with a focus on bringing MHPSS to the attention of States at the 34<sup>th</sup> International Conference, and follow-up to State and Movement commitments.

### **Infection, Prevention and Control**

- Support hospital projects within the ICRC with IPC measures (both emergency preparedness and deployment) building on tools developed by the SRC together with the IFRC and where those tools can be further contextualized, tested, and improved through pilots at ICRC settings, benefitting the ICRC, the SRC and beyond.
- Initiate and collaborate around operational research making the link between IPC and anti-microbial resistance (AMR), which is to some extent ongoing within ICRC but having the potential to link more to IPC.
- Collaborate on IPC capacity building including SRC support on IPC trainings for ICRC delegates, where development of training modules and tools would further extend the SRC toolbox in the area of IPC.

### **Water, Sanitation & Hygiene (WaSH)**

The SRC and ICRC share joint interest in Water Sanitation and Hygiene (WaSH) - in long-term as well as in emergency programming. WaSH is an essential part of ICRC Water & Habitat (WatHab) programming, and it is a core strategic priority and competence of the SRC. There is now a mutual interest to strengthen the cooperation between both organizations in this sector and enhance implementation where and when possible. This is an area under development in the partnership between SRC and ICRC and the priorities below should thus be seen as exploratory.

The key priorities are the following:

- Collaborate in the provision of human resources (in person/remote, secondment, or 'rapid response') in areas where the SRC has WaSH capacity and other specific expertise (e.g. community engagement, Protection Gender Inclusion), building on and further developing the existing capacity among SRC staff and the SRC delegate pool.
- Contribute to ICRC sustainable humanitarian impact projects in countries with joint presence by partnering to implement for example WaSH capacity building or community engagement activities, for mutual benefit in providing good quality programming, to learn from each other and to respond to needs.
- Support each other to access new contacts and information, e.g. the SRC playing a brokering role for ICRC towards the Swedish water and environment sector (SIDA, private sector, academia) and the ICRC playing a brokering role for the SRC in WatHab or Logistics contacts and information in countries of SRC priority.
- Working together to support the greening of ICRC action, for example by SRC providing technical advice or assessments on environmental impacts and mitigation measures within WaSH, while at the same time developing further the SRC expertise in this area and allowing for pilot testing of new tools and new ways of working.
- Jointly explore ways to improve WaSH / multidisciplinary projects' design and execution through research & development.
- Jointly explore possibilities for SRC deployment of "modules" of Emergency Response Unit (ERU) equipment to complement ICRC humanitarian impact programming in WaSH.




## **Sustainable Operations**

The ICRC and SRC share a joint commitment to make operations as sustainable as possible. This includes placing target populations at the center of our humanitarian work, underpinned by the Fundamental Principles and the "do no harm" principle. It also includes taking care of the national society volunteers – doing what we can to protect and support them – when working in conflict and emergencies. There is also a need to continue efforts to minimize both organizations negative climate footprint by “greening” the logistics and supply chains. These are areas where the SRC has expertise and where there is potential to go to scale and have a larger impact by working together.

The key priorities are the following:

### **Accountability to affected populations (AAP) / Community Engagement and Accountability (CEA)**

- Continue to work for the implementation of the Movement Minimum Commitments of CEA and support the implementation of the revised Movement Plan of Action on CEA together with the ICRC and interested national societies.
- Based on needs and capacities, exchange and provide support for the development of CEA strategies, methods, and tools.
- Ensure the dissemination and promotion of Movement Minimum Commitments of CEA, RCRC CEA Guide and training on CEA to national societies and depending on user experience and feedback, adjust the modules and explore the development of new tools.
- Facilitate or create dialogue platform to further explore and solidify synergies among Movement partners for institutionalization, surge and support mechanisms to national societies on CEA/AAP/PGI
- If possible, carry out joint SRC and ICRC interventions in 3-4 country contexts to support the institutionalization and integration of CEA in national society policy and programs

### **Volunteering in conflict affected contexts**

- Continue to develop models of effective support to selected national societies to strengthen the way they manage their volunteers, including via the secondment of position-based Staff on Loan in selected contexts where there are needs expressed by the in country national society, a willingness/readiness of the ICRC delegation to host that resource and where funding can be secured.
- Look at ways to reinforce the link between volunteering development in conflict, branch development and SAFER ACCESS.
- Continue exploring needs-based requests for support in volunteering development in new contexts in Africa and beyond (focus on conflicts and protracted crisis).
- Enhance the knowledge and competencies of the SRC and ICRC field staff on volunteering development, via informal networks, regular meetings, learning events, building on the workshop in Abidjan (May 2022).
- Contribute to the technical work of Sub-Group on Volunteers’ Safety, Security and Well-being, under the IFRC Volunteering Alliance.
- Ensure that cross-learning between the contexts and information sharing within the RCRC Movement is implemented.
- Strengthen the coordination with IFRC at global, regional and context level.



## Green Response

- Work together to enhance the sustainability of response operations through dialogue and mutual engagement that enhance positive impact and reduce adverse impact on environment at i) institutional level and ii) operational level.
- Carry out mutual engagement and joint communication in high-level forum with focus on climate change and environment.

## Supportive Strategies

### Human resources

The SRC and the ICRC have collaborated in Human Resources (HR) for several decades, specifically with the provision of Staff on Loan (StOL) by the SRC, which remains a core component in our cooperation. Going forward into the next PFA period, the HR partnership remains mutually beneficial: matching ICRC's HR needs in an increasingly complex environment with the SRCs' interest to support the work of the ICRC. It offers SRC the opportunity to grow its own staff-base with experience from ICRC operations whilst helping to increase SRC's visibility domestically as a humanitarian actor working in the hardest to reach places.

The key priorities are the following:

- SRC to continue to be a top 5 provider of StOL to the ICRC in the next four years. SRC will continue to prioritize applicants that are highly qualified, with a strong humanitarian engagement and leadership potential.
- Continue to partner closely in the areas of talent sourcing and acquisition throughout the PFA period. This is formalized in an initial two-year extension (2023-2024) of the existing HR Agreement that defines the talent sourcing and acquisition partnership between the ICRC and the SRC. The level of ambition will remain similar to that stated in the original HR Agreement. This HR Partnership agreement will be evaluated in June 2024 for consideration of any further extensions.
- Actively promote the opportunity for SRC Health and WaSH pool members to apply to be part of the ICRC RDM Health and WatHAB Rosters. This will strengthen SRCs capacity to quickly support the ICRC in staffing emergency responses via deploying StOL on short term assignments with ICRC.
- Investigate new areas to collaborate with StOL (ie MHPSS and Protection - RFL and migration) where SRC's thematic leadership in the movement can have a significant impact on ICRC's way of working.
- Continue to prioritize the SRC funding of delegate missions to SRC priority countries<sup>1</sup>, SRC prioritized thematic areas<sup>2</sup>, or leadership roles<sup>3</sup>.
- Continue to work together to ensure a positive StOL experience, focusing on inclusivity, equity and retention.

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<sup>1</sup> In 2023 SRCs prioritized countries include: L1: Bangladesh, Myanmar, Lebanon, Palestine, Syria, Ukraine, South Sudan, DRC, Sudan, L2: DPRK, Iraq, Liberia, Mozambique, Afghanistan; L3 Central America, Somalia, Venezuela/Colombia, Yemen.

<sup>2</sup> In 2023 SRCs prioritized thematic areas will continue to be: Health can Care with a focus on Water, Sanitation and Hygiene (WASH); Disaster Risk Management with a focus on Green Response; and Protection and IHL with a focus on Protection, Gender and Inclusion as per the SRC International Direction (2020-2023).

<sup>3</sup> Team Leader roles, Coordinator roles, Red Line Management roles.

## **Communication, Resource Mobilization and Humanitarian Diplomacy**

The SRC and ICRC are committed to continue the close collaboration when it comes to communication and resource mobilization and to expand the collaboration when it comes to humanitarian diplomacy. The latter reflects SRC's ambition to significantly scale up its advocacy and humanitarian diplomacy efforts in Sweden and globally over the years to come. An important element of this will be to work closely with ICRC to align messaging, promote complementarity and working together in a way that strengthens the position of the "Red Pillar" in Sweden. In line with the Movement wide principles for resource mobilization' (CD/17/R2), the SRC and the ICRC are committed to maximizing fundraising potential in a spirit of collaboration and good partnership. Taking account of humanitarian needs and donor intent and recognizing the SRC primacy in their market, together we will establish complementary and mutually reinforcing private sector & public relationships. The basis of success is the regular and transparent exchange between the SRC and the ICRC, allowing for an agreed engagement approach.

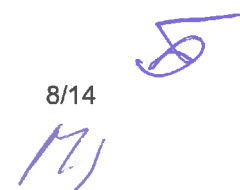
The key priorities are the following:

- Continue to develop the close relationship as to media service, content sharing and crisis communication.
- Continue to exchange information 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
- Jointly explore private fundraising in Sweden to support conflict-related contexts based on mutual benefit and establish a complementary and mutually reinforcing way of working together, under the SRC lead and coordination, to enable private funding from, and strategic partnerships within, the Swedish market. Recognize in this that the SRC is committed to national society objectives and funding targets and on that basis will use available resources most efficiently.
- Ensure a regular and transparent exchange on ongoing engagements and prospective opportunities that transcend borders with the purpose of exploring opportunities for their mutual benefit and the Movement as a whole.
- As part of SRC's ambition to scale up its humanitarian diplomacy work, a closer cooperation with ICRC in that regard is part of this agreement. With the aim to influence the Swedish government or other actors in support of neutral, independent, and impartial humanitarian action, joint advocacy can be done on thematic areas such as, but not limited to, the importance of upholding principled humanitarian action, including the consequences of counter terrorism measures and sanction regimes on humanitarian action, protection, the humanitarian consequences of climate change, and sexual violence in conflict settings. Other topics can be included when relevant to the global or national context and can therefore also be opportunistic in its character. All in line with the fundamental principles and the independence and mandate of both organisations.

## **Operational collaboration and security**

The SRC and ICRC will assess the opportunities to increase the operational cooperation at field level for all the agreed areas of cooperation in this PFA, but also beyond where this adds value to both organizations, and whenever it can be sufficiently resourced and provides a more sustainable assistance to the target populations. An important element in this is the continued and possibly deepened cooperation on security management in high-risk contexts.

The key priorities are the following:





- Continue close dialogue, coordination and support at the field and HQ level to scale up of relevant operational cooperation to support the agreed thematic areas of cooperation of this PFA and beyond.
- Explore possibilities for SRC staff within the agreed areas of cooperation under this PFA to access ICRC security training
- Continue close collaboration at global level on security matters through the security advisor's network.

### **3. Joint and specific responsibilities of the Partners**

The SRC and ICRC shall work in partnership to implement this Agreement, as well as any sub-agreements concluded thereunder. More specifically, they shall:

- 3.1. Implement the Agreement and the projects or programmes included thereunder as part of the sub-agreements in accordance with its terms and the desired outcomes.
- 3.2. Work together in developing sub-agreements, such as operational/cooperation agreements or global thematic agreements for particular projects or programmes, which form an integral part of this Agreement.
- 3.3. Allocate the necessary financial, technical and staff resources and any other resources required for under the sub-agreements to be implemented promptly.
- 3.4. Ensure that their respective staff and volunteers involved in the implementation of this Agreement is duly briefed on the partnership terms, objectives and commitments, and related coordination mechanisms, and that they contribute to strengthening the partnership. In addition, the Partners provide their respective staff and volunteers with the necessary support for institutional relationship-building and partnership management.
- 3.5. Establish effective partnership governance and management mechanisms at strategic and operational levels to ensure that the objectives of the Agreement, as well as any sub-agreements concluded thereunder, are met.
- 3.6. Share and coordinate their partnership with other Movement components active in the country, and actively contribute to any other Movement coordination mechanism already in place.

### **4. Governance and management of the partnership**

- 4.1. The Partners shall ensure that partnership management at strategic level includes mechanisms for monitoring, reviewing and evaluating the progress made in implementing the Agreement, as well as any sub-agreements concluded thereunder. The Partners agree to establish a Steering Committee at strategic level of the SRC and ICRC.
- 4.2. The Partners agree that the Steering Committee shall be composed of the following:
  - For the ICRC: the Cooperation Coordinator Eurasia, the Operations Coordinator Eurasia
  - For the SRC: the International Director, the Senior Movement Relations Advisor
  - The relevant technical managers.

The addition of new members and other changes to the composition of the steering committee shall be subject to mutual agreement.

- 4.3. The steering committee shall meet on an annual basis in Stockholm, Geneva, other relevant location or virtually. This meeting shall be chaired in rotation between the SRC and ICRC by a designated focal point to review the scope, outcomes, objectives and priorities of this Agreement, to gain an overview of the progress being made by the partnership against the agreed scope, and to explore new opportunities and to address partnership concerns that require a collective solution.

## **5. Security and crisis management for National Society visitors and staff seconded to the ICRC**

- 5.1. The ICRC shall afford to seconded staff (staff on loan) from the SRC the same degree of care that it affords to the ICRC's mobile delegates. The ICRC commits to including staff on loan in the ICRC's managed programmes, integrating them into the ICRC's security management, and offering them the same services and support. The terms and conditions that apply shall be explicitly defined in the mutually agreed upon written staff-on-loan contractual arrangements. The ICRC shall use its best efforts to ensure that staff on loan enjoy the same privileges and immunities as those enjoyed by the ICRC's mobile delegates.
- 5.2. The ICRC shall host the SRC staff on an official pre-agreed visit to an ICRC delegation and include them under the ICRC's security management for the duration of their visit.
- 5.3. The ICRC may provide specific security and crisis management support to SRC staff members connected with activities within the wider framework of this Agreement. The terms, conditions and limits thereof shall be set out in specific mutually agreed upon written operational agreements that are defined on a context-by-context basis.

## **6. External communication**

The Partners shall ensure that any public communication about this Agreement, any sub-agreements and/or any activities carried out thereunder are carried out in close consultation to strengthen the public positioning and image of the Partners and of the International Red Cross and Red Crescent Movement in the country/region.

## **7. Notices**

Unless otherwise agreed, any correspondence, notification or communication between the Partners pertaining to (i) any disputes, difficulties or delays in implementing this Agreement, or any sub-agreements concluded thereunder, or (ii) the termination or suspension of this Agreement, or any sub-agreements concluded thereunder, shall be made in writing and may be served by personal delivery or registered post or by fax or email to the recipient Partner's legal address as stated in this Agreement. Any notice sent by registered post shall be deemed to have been served upon delivery. Any notice sent by email shall be deemed to have been served upon reply and/or on confirmation of receipt from the recipient Partner.

## 8. Settlement of disputes and applicable law

- 8.1. In the event of any difficulties, disagreements, controversies, or claims arising out of or relating to this Agreement, or any sub-agreement concluded thereunder, the Partners shall consult each other promptly and use their best efforts to resolve such difficulties or incidents amicably and in a spirit of good partnership.
- 8.2. Difficulties, disagreements, or controversies that cannot be successfully addressed at field level shall be brought to the Partners' respective leaderships for resolution.
- 8.3. Any difficulties, disagreements, controversies or claims arising out of or relating to this Agreement, or any sub-agreement concluded thereunder, or the breach, termination or invalidity thereof, which fail to be resolved amicably in accordance with paragraphs 1 or 2 of this article, shall be referred to an arbitration tribunal composed of one (1) arbitrator, who is jointly agreed upon by the Partners. The arbitration shall be conducted in accordance with the UNCITRAL Arbitration Rules currently in force. All disputes and the arbitration be resolved and conducted in the English language.  
The arbitration tribunal shall have no authority to award punitive damages. The decision of the arbitration tribunal shall be final and binding on the Partners. The place of arbitration shall be Geneva or Stockholm.
- 8.4. This Agreement shall be exclusively governed by Swiss law without regard to conflict-of-laws principles.

## 9 . Limitation of liability and indemnification

- 9.1. Each Partner shall be liable for any damages caused to the other Partner arising from the negligent or intentional breach of the Agreement or any sub agreements concluded thereunder.  
  
Each Partner shall indemnify, defend and hold the other Partner harmless for or from all costs and claims against any liability or claim from any third parties arising out of or in relation to the performance of this Agreement as a result of its negligent or intentional breach of the Agreement.
- 9.2. The ICRC shall be responsible for any damages caused by any staff on loan provided by the SRC to the ICRC during the performance of his or her work for the ICRC.  
  
The ICRC shall indemnify, defend and hold harmless the SRC from all costs and claims against any liability or claim from any third parties arising out of or in relation to the performance of the work for the ICRC by the staff on loan provided by the SRC.
- 9.3. The total liability of each Partner in relation to this Agreement, whether in contract or tort, shall be limited to the amount of their financial contribution provided for the performance of the Agreement or any sub-agreement concluded thereunder. The present limitation shall not apply if the damage is caused by the gross negligence or the intentional breach of the Agreement by the Partner.
- 9.4. The Partners are independent contractors and shall retain their separate legal personalities at all times, including but not limited to any third-party liability. Each Partner

remains solely responsible for providing appropriate insurance, including third-party insurance, to cover the activities of their own staff deployed under this Agreement.

## 10. Force majeure and other changes in circumstance

- 10.1. For the purpose of this Agreement, and any sub-agreement concluded thereunder, *force majeure* shall mean any unforeseen event beyond the control of the Partners that makes fulfilling the obligations of the Agreement impossible, in whole or in part, and that may reasonably justify the suspension or termination of the Agreement, in whole or in part. *Force majeure* shall include, but not be limited to, armed conflict and internal strife, natural disasters, epidemics and seizures, or other actions taken by a public authority.
- 10.2. If, during the period covered by this Agreement, and any sub-agreement concluded thereunder, either Partner is prevented from fulfilling its obligations referred to in the Agreement, owing either to *force majeure* or changes in circumstance that render it impossible for either Partner to carry out its obligations, the said Partner shall give notice and full particulars of such occurrence or change in writing to the other Partner. The Partners shall consult each other on the appropriate action(s) or measures to be taken in order to ensure the continued implementation of the Agreement, including any amendments to this Agreement or any sub-agreement concluded thereunder or to terminate the Agreement. If, however, one of the Partners decides to terminate the Agreement, it shall give the other Partner at least seven (7) calendar days' written notice of the termination.

## 11. Privileges and immunities

- 11.1. Nothing in this Agreement, or any sub-agreement concluded thereunder, implies or may be construed as a renunciation by either Partner of its respective privileges and immunities, under domestic or international law or custom, or stemming from a headquarters agreement.
- 11.2. The SRC acknowledges that this Agreement does not extend to its organization or to its staff and volunteers (unless as part of a separate staff-on-loan agreement with the ICRC) the benefit of any privilege or immunity granted to the ICRC, be it customary or stemming from a headquarters agreement or any other legal agreement with the national government of Sweden.

## 12. Commencement, duration, extension and amendments

- 12.1. This Agreement comes into effect on 1 January 2023 and expires on 31 December 2027. Extensions, if any, shall be negotiated and confirmed in writing at least sixty (60) calendar days before the termination of this Agreement.
- 12.2. Sub-agreements concluded under this Agreement may start and end at various times throughout the duration of this Agreement. Such start and end dates, and any changes thereto that may be mutually agreed ((see section 12.3) shall be specified in those sub-agreements, which are annexed to this Agreement. Parties agree that the termination of this Agreement automatically results in the termination of all then current sub-agreements; provided that Parties agree that under this article, the termination of one (1) or more sub-

agreement(-s) is possible without affecting the validity of this Agreement and/or any other sub-agreements.

- 12.3. This Agreement and/or any sub-agreements may be extended and/or amended by the mutual written agreement of the Partners.
- 12.4. This Agreement replaces or complements all previous arrangements and statements of intent or understanding previously concluded between the SRC and ICRC. In the event of any discrepancies or contradictions between this Agreement and any existing arrangement or statement of intent or understanding between the Partners, this Agreement shall prevail.

### **13. Termination**

- 13.1. If either of the Partners decides to terminate this Agreement, or any sub-agreement concluded thereunder, earlier than stipulated, it must serve a formal notice in writing to the other Partner no less than sixty (60) calendar days in advance of termination, explaining its reasons.
- 13.2. Should the resources required by either Partner for the implementation of this Agreement or any part of the implementation of any sub-agreement concluded thereunder, no longer be available owing to insufficient donor funding, the Partners shall consult each other to review any appropriate actions. If no effective solution can be found to ensure the continued implementation of the Agreement, each Partner reserves the right to terminate or suspend this Agreement, or any project or programme included therein, at any time by giving thirty (30) calendar days' written notice.
- 13.3. Failure by either Partner to fulfil the obligations stipulated in this Agreement, or any sub-agreement concluded thereunder, may be cause for immediate termination, provided that the defaulting Partner is given an opportunity to remedy the default within 30 calendar days of the non-defaulting Partner's written request.
- 13.4. Upon early termination of this Agreement, or any sub-agreement concluded thereunder, in accordance with paragraphs 1, 2 and 3 of this article, the Partners shall use their best efforts to ensure that people and communities in need continue to receive assistance in spite of the termination of the Agreement.
- 13.5. Upon termination of this Agreement for any reason, both Partners shall use their best efforts and act in good faith in order to bring their cooperation to a prompt and orderly conclusion. Unless otherwise agreed between the Partners, any balance of funds received by the SRC from ICRC and as yet uncommitted, and any funds not spent in accordance with the terms of this Agreement or with any sub-agreement concluded thereunder, shall be returned promptly to the ICRC.

### **14. Copies and translation**

- 14.1. This Agreement has been initialled and signed in two copies, of which the SRC shall keep one and the ICRC the other.

With exception as to official statements regarding the validity of this Agreement respectively of a sub-agreement, this Agreement/sub-agreement considers the status of data traffic via e-mail equivalent to that of written documents.

- 14.2. In the event that this Agreement and its annexes are translated, and there is a disagreement about their interpretation, the English language text shall prevail.

The following annexes are an integral part of this Agreement, including all subsequent signed sub-agreements: Annex 1: Partner's Duties and Commitments

Place and date: Stockholm, 15<sup>th</sup> December 2022

Signatories:



Martin Ärnlov  
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