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26 SEP. 2006

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**INTERNATIONAL FEDERATION OF  
RED CROSS AND RED CRESCENT SOCIETIES**

**And**

**UNITED NATIONS OFFICE FOR THE COORDINATION OF  
HUMANITARIAN AFFAIRS**

**In regards  
to the International Federation Assuming a**

**Leading Role**

**in**

**Emergency Shelter in Natural Disasters**

This Memorandum of Understanding (“MoU”) is entered into by and between:

The International Federation of Red Cross and Red Crescent Societies (the “Federation”)

And

The United Nations Office for the Coordination of Humanitarian Affairs (OCHA) hereinafter referred to as the “Parties”.

## **1 Introduction**

### **1.1 The Federation and Emergency Shelter**

In the context of the Humanitarian Response Review initiated by the United Nations Emergency Relief Coordinator (ERC) gaps were identified in the ability of the humanitarian community to respond to humanitarian needs in several areas, including emergency shelter in natural disasters.

Based on a decision of the Federation’s Governing Board, the Federation’s General Assembly, held in Seoul in 2005, adopted a resolution supporting “The Federation’s offer to the [UN] Emergency Relief Coordinator to take a leadership role in the provision of emergency shelter in natural disasters, on the basis of the conditions established by the [Governing] Board [of the Federation] and an agreement to be negotiated by the Secretary General and ratified by the Board.”

The first steps towards reaching an agreement with OCHA on the Federation’s “leading” role in Emergency Shelter were taken through an exchange of letters concluded on 9 December 2005, between Mr. Markku Niskala, Secretary General of the Federation and Mr. Jan Egeland, the UN Emergency Relief Coordinator (see attached annex A). In these letters, the parties agreed that subject to a certain number of conditions being met, the Federation’s offer of a “leading” role in Emergency Shelter coordination and provisioning would be accepted. These conditions included:

1. the Federation shall at all times be able to adhere to the Fundamental Principles of the International Red Cross and Red Crescent Movement, (the “Movement”) its policies and procedures as well as those of the Movement, relevant to international disaster response (including the Seville Agreement);
2. the Principle of Independence is upheld in respect of extra funding required to exercise this lead role;

3. the Federation will not accept accountability obligations beyond those defined in its Constitution and own polices; and
4. the responsibilities of such leadership are clearly defined, leaving no room for “open ended” or unlimited obligations.

The Federation’s offer to assume a “leading role” included scaling up its operational and coordination capacities and strengthening its capacity in the areas of shelter delivery, policy, technical expertise and the coordination of shelter requirements as well as agreeing to convene a network of interested humanitarian organizations.

## **2 Purpose**

In compliance with the Federation’s General Assembly decision, the purpose of this MoU is to set out the terms and conditions under which the Parties will cooperate together to best assure that the emergency shelter needs in natural disasters are met.

## **3 Term**

This MoU shall enter into force upon ratification by the Federation’s Governing Board and shall continue until terminated as set out herein.

## **4 Mandate and Governing Principles of the Federation**

The Federation has a membership composed of 185 recognized National Red Cross and National Red Crescent Societies (the “National Societies”). It is organized as an international humanitarian organization with a recognized international legal personality headquartered in Geneva on the basis of a Status Agreement concluded with the Government of Switzerland. Its delegations in the field benefit from similar arrangements with the applicable Governments. It is one of the components of the Red Cross and Red Crescent Movement (the “Movement”).

Among its functions, the Federation is mandated to “bring relief by all available means to all disaster victims” and to “organize, coordinate and direct international relief actions in accordance with the Principles and Rules adopted by the International Conference.”<sup>1</sup>

Constitutionally<sup>2</sup>, all Federation activities must be carried out “through or in agreement with” the National Society of the Country.

As per the Statutes of the Movement, “components of the Movement, while maintaining their independence and identity, cooperate whenever necessary with other organizations which are active in the humanitarian field, provided such organizations

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<sup>1</sup> Statutes of the International Red Cross and Red Crescent Movement art 6 para 4 c and e.

<sup>2</sup> Art 3 para 2 Constitution of the International Federation: “In each Country the Federation shall act through or in agreement with the National Society and in conformity with the laws of that country.”

are pursuing a purpose similar to that of the Movement and are prepared to respect the adherence by the components to the Fundamental Principles.”<sup>3</sup>

The activities of the Federation are further governed by the following instruments, among others:

- i. The Fundamental Principles of the International Red Cross and Red Crescent Movement (attached as Annex B);
- ii. The Statutes of the International Red Cross and Red Crescent Movement;
- iii. The Resolutions and Decisions of the Council of Delegates of the International Red Cross and Red Crescent Movement and of the International Conference of the Red Cross and Red Crescent Movement, including but not limited to “The Movement Regulations on the Use of the Emblem of the Red Cross or the Red Crescent by the National Societies”;
- iv. The Resolutions and Decisions of the Federation’s General Assembly and Governing Board; and
- v. The Agreement on the Organization of the International Activities of the Components of the International Red Cross and Red Crescent Movement (the “Seville Agreement”).

## **5 Definition of Emergency Shelter**

For the purposes of this MoU, it has been agreed that “Emergency Shelter” is defined as:

“the provision of basic and immediate shelter needs necessary to ensure the survival of disaster affected persons, including “rapid response” solutions such as tents, insulation materials, other temporary emergency shelter solutions, and shelter related non-food items.”

This definition explicitly excludes transitional and permanent housing. The Federation reserves the right to amend this definition subject to its development and approval of emergency shelter policies by its General Assembly.

The term ‘Disaster’ is used in the broad sense to include natural and technological hazards, but excluding situations of armed conflict.

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<sup>3</sup> Statutes of the International Red Cross and Red Crescent Movement art 7 para 5



**Disaster:** A serious disruption of the functioning of a community or a society causing widespread human, material, economic or environmental losses which exceed the ability of the affected community or society to cope using its own resources. *A disaster is a function of the risk process. It results from the combination of hazards, conditions of vulnerability and insufficient capacity or measures to reduce the potential negative consequences of risk.*

**Natural hazards:** Natural processes or phenomena occurring in the biosphere that may constitute a damaging event. *Natural hazards can be classified by origin namely: geological, hydrometeorological or biological. Hazardous events can vary in magnitude or intensity, frequency, duration, area of extent, speed of onset, spatial dispersion and temporal spacing.*

**Technological hazards:** Danger originating from technological or industrial accidents, dangerous procedures, infrastructure failures or certain human activities, which may cause the loss of life or injury, property damage, social and economic disruption or environmental degradation. *Some examples: industrial pollution, nuclear activities and radioactivity, toxic wastes, dam failures; transport, industrial or technological accidents (explosions, fires, spills).*

## **6 Activities Assumed by the Federation in a “Leading Role” in Emergency Shelter**

In assuming a “leading role” in Emergency Shelter provision, the Federation in cooperation with interested National Red Cross and Red Crescent Societies, will deliver on the following objectives:

### **A. Globally:**

- 6.1 Lead a Network of Interested Organizations.** The Federation will coordinate a group of interested stakeholders in ‘emergency shelter’ the objective being to:
- establish a broad partnership base that engages in enhanced standard setting, monitoring and advocacy;
  - establish and strengthen surge capacity and standby rosters;
  - secure consistent access to appropriately trained technical expertise;
  - establish or improve material stockpiles;
  - improve response capacity through pooling and complementarity of effort and resources.

Specifically, the Federation will ensure:

- that assessments of the overall needs for human, financial, and institutional capacity for emergency shelter in natural disasters are undertaken;
- that currently available capacities and means for their utilization are reviewed;
- that the network’s work is linked with other areas of activity, including preparedness measures and long-term planning, standards, best practice, advocacy, and resource mobilization;
- that action is taken to ensure that required capacities and mechanisms exist, including rosters for surge capacity; and

- that training and system development at the local, national, regional, and international levels is undertaken.

Through the Inter-Agency Standing Committee (IASC) the Federation will aim to ensure that the work of this group is shared and coordinated with agencies working in related areas.

**6.2 Scaling up its Operational Capacity:** The Federation aims to scale up its global operational capacity in Emergency Shelter to support international responses to the emergency shelter needs of persons affected by natural disasters. The Federation will do its best to (1) make the humanitarian community aware of emergency shelter needs, and (2) mobilize a response to these needs.

### **6.3 Limitations**

Neither the Federation nor the National Societies shall be held responsible for meeting the emergency shelter needs of affected persons when these are not being met by other agencies. The Federation will, insofar as adequate resources are made available, ensure adequate needs assessment, project design, budgeting, fund-raising; advocate for and do its utmost to ensure an adequate and appropriate response as far as the network's capacities, resources, as well as the access and security situation allow

### **B. Specific Emergency Operations:**

**6.4 Coordination role:** Subject to available resources, constitutional limits, and the rules and regulations of the Federation, the Federation will assume a coordination role for emergency shelter in specific emergency operations within an agreed coordination system. When the Federation determines that it is not able to play this role it will inform the ERC immediately to allow for swift alternative action.

In a specific emergency operation, the Federation will seek to strengthen coordination within the network it will establish for emergency shelter in natural disasters by clarifying the division of labour among organizations, better defining roles and responsibilities.

Specifically, the Federation will ensure:

- that needs assessment and analysis of emergency shelter in natural disasters is undertaken fully inclusive of partners and with the participation of affected populations;
- identification of the capacities of network participants and other relevant actors;
- development of response plans to address priority needs;
- appropriate delegation and following-up on commitments from network participants to act in particular areas;
- awareness for emergency shelter needs in natural disasters, resource mobilization, and interaction with other groups that coordinate specific areas of activity;
- sustaining mechanisms through which the network as a whole monitors and assesses its performance.

## **7 Financing**

It is agreed that IFRC will fund its own activities as set out in this MoU. The United Nations Emergency Relief Coordinator and OCHA will encourage donors to contribute to emergency shelter activities, including the Federation's emergency shelter activities, according to emergency needs on the ground. In line with the leadership role in the provision of emergency shelter in natural disasters, IFRC will coordinate, with other agencies in the emergency shelter network, the HC/RCs and OCHA, the preparation of Appeals and other funding activities to ensure coherence in the emergency shelter response.

## **8 Public Representations**

It is agreed that any OCHA press releases and any other public announcements concerning the role or activities of the Federation and/or the National Societies in Emergency Shelter, will reflect the terms agreed in this MOU and the Exchange of Letters.

Specifically, the Federation shall be referred to as the "convener" of the Emergency Shelter Network.

No Party shall use the name, emblem or trademarks of any other party, its subsidiaries, and/or affiliates, or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of the other Party in each case.

## **9 Reporting/Coordination**

The Federation agrees to regularly keep the ERC and the HC/RC informed on the progress of the activities set out above, through the mechanisms established by the IASC and through any specifically agreed coordination mechanisms established for individual operations.

## **10 Final Provisions:**

**10.1 Subject to Available Resources** All Federation activities envisaged under this agreement shall be subject to available funding and capacity for shelter related activities.

### **10.2 Termination:**

- a. Either of the Parties may withdraw from this MOU for any reason at any time with ninety (90) days prior written notice.
- b. Either Party may immediately terminate this MOU if (i) its name, logo or emblem suffers disrepute as a result of the acts or omissions of the other Party, or (ii) after having brought to the attention of the other Party a grave

violation of the present agreement provided the other party has not rectified that violation within fifteen (15) days of receipt of notification.

- c. In case of termination, the Parties undertake to continue to collaborate in good faith with a view to allow for the smooth winding down of any activities governed under this agreement.

**10.4 Dispute Settlement:**

Should there be disagreement between the signatories to this agreement or the Country Level or Project Level agreements on a course of action, the matter will be sent to the relevant Headquarters to be resolved through negotiation

**10.5 Amendment:**

The MOU may be modified at any time in writing as agreed by the Parties. Material modifications will only go into effect once ratified by the Federation's Governing Board.

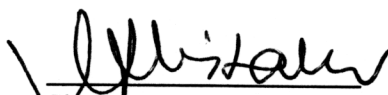
**10.6 Privileges and Immunities:**

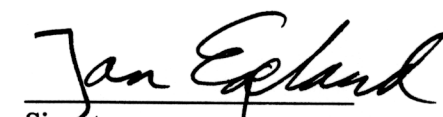
Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including OCHA, nor of the Federation or its membership.

In witness whereof, both Parties have initialed each page and signed the day first herein referred to:

Markku Niskala  
Secretary General  
International Federation of  
Red Cross and Red Crescent Societies

Jan Egeland  
Under-Secretary General  
for Humanitarian Affairs  
and Emergency Relief

  
Signature:  
19/9/06 Geneva  
Date and Place:

  
Signature:  
19/09/06 New York  
Date and Place: