

ANNEX B

Service Agreement Clauses where IFRC provides full security management for a Movement partner

Level 2

INSTRUCTIONS

- 1) These template clauses are to be included in all Partnership Agreements or Administrative Service Agreements with PNS/ ICRC where IFRC is providing full security management support.
- 2) **Definition:** These provisions pertain to international staff¹ and their dependants if applicable, national staff only during working hours or during course of the Partners duty and others (eg. visiting donors, dignitaries, consultants, etc) who are provided with security management services for the term of this Agreement. Hereafter referred to as “staff”
- 3) Timeframe of Agreements recommended to be maximum 1 year for fluid and insecure environments, maximum 2-3 years for more stable environments. Renewal to be accompanied by a review process.
- 4) Use Annex C (“IFRC security support and services”) for a list of services and support potentially available under this Security Service Agreement.
- 5) Ensure this L 2 agreement is signed and approved through the IFRC E-contract process. Signed and final version is to be stored in E-contracts.

Section: Security and Crisis Management

The purpose of this section dedicated to security and critical incident management is to set out the support provided by the IFRC, defining the roles and responsibilities of the IFRC and the **XXRCS** (Movement Partner), in relation to international staff, dependents if applicable, consultants, national staff only during working hours or during course of the Partners duty and visitors of the **XXRCS** (hereafter ‘**XXRCS** Staff’) in **XXX country/region**, associated with the activities under the current Agreement which comprise [set out the Partners current activities, number of staff and program locations so the Country Office and Geneva signatories are aware if Partners activities have changed when this agreement is renewed/extended. Renewal/extension must go through same E-contract process as original agreement.

Any operational adjustments of **XXRCS** activities in **XXX country/region** must be coordinated in advance with the IFRC, with prior agreement reached before possible inclusion under the current Agreement support.

Should an existing or separate security management arrangement be in place applicable to all **XXRCS** personnel or visitors in **XXX country/Region** that are not specifically and exclusively tied to the activities under this Agreement, **such as under the Movement Security Framework Agreement/ Security Management Agreements/ Integration Agreements between X-Y/ XXRCS in-country Country Representative**, the current Agreement will not modify the arrangements and responsibilities already set

¹ Internationally recruited staff not residents of mission country. Inclusion of **XXRCS** nationally recruited staff during working hours. Formal Staff on Loan (SoL) /Staff Seconded to IFRC have separate contractual arrangements, thus not included here.

out in this separate arrangement. The Security and Crisis Management section in this Agreement pertains exclusively to the support to the **XXRCS** Staff who have been agreed to be temporarily hosted and facilitated by the IFRC **XXX Sub/Delegation** for specific time-framed and defined visits connected to the activities under this Agreement.

This support and Agreement does not provide a legal basis for the presence and action of the **XXRCS** in **XXX country/region**.

1. Common Principles:

- 1.1 Except if and as expressly provided in this Agreement, neither Movement Partner shall have any obligation to protect and ensure the security of the other Movement Partner's Staff. Each Movement Partner shall take all necessary and appropriate measures to protect and ensure the security of all its staff irrespective of their contractual status or source of funding;²
- 1.2 *Security* is a matter of due diligence and care and implies an obligation for each Movement Partner to comply with existing Movement standards and policies³ and at all times to take all reasonable practical means and measures to avoid accidents and security incidents;
- 1.3 Each Movement Partner shall ensure that the use of the emblem and of individual Movement logos component conforms always with Movement policies including the 1991 Emblem Regulations and is in accordance with IFRC's **XXX country/region** security regulations.
- 1.4 Each Movement Partner ensures its own day-to-day technical/ activities oversight and security management on an operational level, including; relevant security training of its staff⁴; liaison with authorities: communication; and administrative/ logistics/ housing, transportation and financial systems, to implement their projects/ programmes (including customs clearances, visas); be responsible for reporting and monitoring on their supported projects/ programmes activities and resources; and participate in any Movement coordination forums in **XXX country/region**.

2. Specific Technical and Operational Support:

This Agreement does not include seconded staff (Staff on Loan) from **XXRCS** to IFRC, who are embedded into the IFRC managed programs, integrated into the security management of the IFRC **XXX Delegation**, and extended services, and benefit from the privileges and immunities of the IFRC in **XXX country** if any, as for International delegates⁵. The terms and Conditions applicable are explicitly stated in the Staff on Loan contractual arrangements.

The IFRC will provide specific support to **XXRCS Staff** connected with the activities associated with this Agreement, and under the terms, conditions and limits set below. The support to be provided is, however, conditional on the need for each person to be announced to the **XXX** Delegation(s) in advance and approval given by the IFRC **XXX** Delegation(s) prior to arrival.

The IFRC may revise at any time the approach outlined below, or change the scope of the services offered for justified reasons such as changes in the security situation, the inability of the IFRC in given circumstances to provide this support, or failure by a member of the **XXRCS** Staff to respect and comply with established procedures. **XXRCS** will be notified in writing of any amendments, as soon as possible.

² For international staff (or localized Head of Country Mission) of **XXRCS**, it is suggested that this includes notably provision of relevant information, briefing on risk and security measures, ensuring that they are adequately trained, equipped, managed and supported, insured (e.g. health, accident, travel, war, Medevac, general and work-place liability), and voluntarily accept the context's inherent risks

³ Including, International Red Cross and Red Crescent Fundamental Principles, the Statutes of the International Movement, the Code of Good Partnership, the Strategy of the Movement and the pertinent resolutions. Highlighted resolutions including, but not limited to: Seville Agreement (R7, CoD 1997); Supplementary Measures (R8, CoD 2005); Guidance on Relations between the Components of the Movement and Military Bodies (R7, CoD 2005); Use of Armed Protection for Humanitarian Assistance (R9, CoD 1995); Guidance on Relations with Other Actors Outside the Movement: Minimum Elements to be included in Operational Agreements between Movement Components and their Operational Partners (Annex to R10, CoD 2003); Movement Policy for Corporate Sector Partnerships (R10, CoD 2005); Use of Emblem (R5, CoD 1991); Role of NS as auxiliaries (R3, CoD 2007); NS preparations and response for responding in armed conflicts and OSV (R7, CoD 2011).

⁴ For international staff (or localized head of country mission) of **XXRCS**, it is suggested this includes: IMPACT, Stay-Safe e-learning and additional advanced security training for deployment to conflict and Other Situations of Violence (OSV) affected areas.

⁵ Internationally recruited and deployed staff member.

The IFRC shall: (Annex C lists available services)

- 2.1. Define parameters concerning security for **XXX country/region** and provide to the **XXRCS** Staff a set of security rules and regulations (IFRC Security Plans, including Security Regulations) that the **XXRCS** Staff⁶ shall have to comply with when they are present in **XXX country/region**. The IFRC shall have full discretion to amend the IFRC Security Plans at any time on the basis of all relevant circumstances. The IFRC shall communicate such changes to the **XXRCS** Staff in **XXX country/region** as soon as reasonably possible;
- 2.2. Coordinate the security aspects of field trips of the **XXRCS** according to the procedures in place, this may include guidance on preventive or mitigating measures, tracking of movements in the field by IFRC radio room, conducting security checks and granting approval for field trips as per IFRC Security regulations.
- 2.3. Allow in case of emergency, and if commercial and **XXRCS** communications means have broken down, the use of IFRC ICT communication means (eg satellite telephones and/or VSAT internet);
- 2.4. Provide guidance on matters relating to telecommunication means when using IFRC telecommunications equipment and radio frequencies;
- 2.5. Provide guidance and guidelines on public communication relating to operational activities, the Movement's humanitarian response in **XXX country/region**, and in the event of a serious security incident involving a **XXRCS** Staff;
- 2.6. Regularly brief and advise the **XXRCS** Staff on matters concerning the security environment by communicating relevant excerpts of its analysis of the situation and appropriate information related to security, including associating the representative(s) of **XXRC** in relevant meetings of the Delegation pertaining to the operational context and security matters;
- 2.7. Share relevant information on its risk assessment, relevant security and safety rules, relevant additional risk mitigation measures including list of 'restricted nationalities', and implications of the activation of any security contingency plans with **XXRCS**;
- 2.8. Coordinate and facilitate security-related interface with authorities, parties to the conflict, armed groups, and humanitarian organization security focal points, at national and local levels;
- 2.9. Explain the IFRC definitions and methodology for risk assessment and security incidents reporting;⁷
- 2.10. Advise on passive security measures of premises used by the delegation. The implementation of any recommendations however remains the responsibility of the **XXRCS**;
- 2.11. Advise on preventive measures, including provisions for heightened security alertness, security contingency planning and evacuation. The implementation of any recommendations however remains the responsibility of the **XXRCS**. Include international **XXRCS** Staff in IFRC contingency plans (including hibernation, relocation and evacuation plans), informing them of when to withdraw from a particular operational area, and subsequently when it is deemed prudent and conditions allow for return. Assist whenever possible in a life-threatening security emergency including carrying out evacuations according to its analysis and procedures if necessary. Prior notification of all arrivals and departures of international Staff is required;
- 2.12. In the event of a medical emergency of a **XXRCS** Staff, the IFRC shall use its best efforts to assist whenever possible, to complement the provisions arranged through the health and Medevac insurance of the **XXRCS**. In such a case, the IFRC Health and Medevac policy and procedures will be those followed;
- 2.13. In the event of a serious security incident⁸, the IFRC will manage the incident through the IFRC Crisis Management mechanism if requested by the affected partner. The IFRC should anyway be involved when core security-relevant competencies may be required, such as ensuring emblem use according to the rules, and public statements.

⁶ To be reviewed if the head of mission/ representative is a nationalized post, and/or nationally recruited staff are included, with prior agreement with IFRC for inclusion in security management support.

⁷ Risk Management is based on the '7 Pillars of Security' (Acceptance, Identification, Information, Security Regulations, Personality, Telecommunications, and Protective Measures). Security Incident Management is based on a common definition of **Incident**: an event that constitutes a danger to the physical or mental integrity of staff members and has implications for operational matters.

⁸ **Serious Security Incident**: an event that constitutes a danger to the physical or mental integrity of staff members and has a significant effect on humanitarian operations, such as death, abduction or serious injury.

3. Critical Incident / Crisis Management

Without prejudice for article 1.1, the IFRC offers to support **XRCS** in the event of a Serious Security Incident if requested and to the best of its ability.

In a situation whereby an **XRCS** Staff, having fully respected the operative security rules, movement protocols and geographic delineations, is considered to have been abducted or kidnapped in **[country/region]**, the IFRC will offer to activate its institutional crisis management mechanism both at IFRC headquarters and in the field on behalf of the affected **XRCS** Staff member. The crisis management process shall be undertaken in full accordance with the IFRC's policies, guidelines and management processes. The Critical Incident Management Team (CIMT) in Geneva, (while coordination with the Incident Management Team at IFRC Delegation and IFRC Regional office), takes the strategic decisions and oversees management of the critical incident and shall associate and collaborate with the HQ of **XRCS**.

The IFRC shall devote its best efforts to obtain the safe and unconditional release of the abducted person(s), as promptly as possible. However, the **XRCS** acknowledges and accepts that the IFRC does not provide any commitment or guarantee with respect to the result of the CIM of the incident, in particular the release of the abducted person(s) and/or the mental or physical state of the abducted person(s). Upon request from the CIMT, the **XRCS** shall assign a pre-approved senior and experienced staff member of the **XRCS** (the '**XRCS** CIMT Member') who joins the IFRC CIMT and provides input into the Geneva-based CIMT. The **XRCS** CIMT Member shall carry out any specific tasks that are assigned to him/her on behalf of the CIMT in particular as concerns liaison with the national authorities, media and family members of the affected **XRCS** staff in their home country. Any such engagements or liaison will be carried out in strict adherence with specific CIMT instructions. The **XRCS** CIMT member will fully respect the CIMT confidentiality parameters in terms what and to whom information is shared.

For the management of any abduction or kidnapping crisis, the **XRCS** shall strictly comply with all instructions of the IFRC. In particular, following rules apply:

- a) All **XRCS International** Staff concerned will be informed by **XRCS** that it is the IFRC's policy not to pay ransom directly or indirectly, it has no insurance coverage in this regard;
- b) The IFRC will manage all communication and liaison with the government of **[country/region]**, whilst the authorities of the country of origin of the hostage, and the government of the **XRCS** and any other government that may be directly or indirectly involved in the CI will be managed by the CIMT with **XRCS** involvement as requested by IFRC.
- c) The **XRCS** shall comply with the IFRC's policies and guidelines, rules of confidentiality and the pledge of discretion. The **XRCS** shall not undertake external contacts with any third parties by any means without approval from the appointed head of the IFRC CIMT in Geneva.
- d) Upon request from the CIMT, the **XRCS** shall support the IFRC in its contacts with the families of the abducted person(s) throughout the crisis and following release.
- e) All public communication will be handled by the IFRC and defined by the CIMT. Should requests be made directly to the **XRCS**, these should either be forwarded to the IFRC or responded to in accordance with the CIMT's public communication guidance.
- f) Public and internal communication parameters within the IFRC and the **XRCS** will also be defined by the IFRC CIMT.
- g) Should additional costs arise for resources needed to manage/ resolve the crisis (transport, hotel accommodation, deployment or recruitment of specialist staff, etc.) or for the medical recovery of the released hostage, the **XRCS** will cover those additional costs either directly or as per IFRC's invoice;
- h) The pre-defined persons that will act as the **XRCS** CIMT Member will have agreed guidance from IFRC specialists on critical incident protocols and abduction management.

The IFRC reserves the right to transfer leadership of the crisis management process to other entities at any time if it considers that will be in the best interests of the hostage. The **XRCS** will be consulted in advance of any such change

4 *The **XXRCS**, by accepting the terms of this Agreement, shall:*

- 4.1 Ensure that its Staff, (i) attend mandatory briefing by IFRC, (ii) comply at all times with the IFRC security rules for **XXX country/region** (including 'restricted nationalities'), (iii) accept and sign the IFRC security rules), and (iv) sign the Security in the Field: Acknowledgement of Risks (**Annex A**);

- 4.2 Ensure **XXRCS** Staff participate in security coordination meetings organized by the IFRC **delegation** and exchange security-related information;
- 4.3 Ensure that **XXRCS** Staff in **XXX country/region** are duly informed of the inherent risks when operating in humanitarian environments affected by conflict or other situations of violence (OSV), and provide in writing their informed consent to their assignment in **XXX country/region** despite the existence of these risks (Security in the Field: Acknowledgement of Risks **Annex A**). **XXRCS** shall ensure that Staff can withdraw at any time their informed consent and shall inform the IFRC immediately of any such withdrawal;
- 4.4 Any security contingency plans and/or supplementary security rules specific to **XXRCS** Staff and assets in **XXX country/region**, are to complement and align with the security rules established by IFRC;
- 4.5 Ensure preparedness and necessary measures in case of activation of the IFRC Contingency Plan, and comply with IFRC instructions regarding security evacuations or temporary hibernation or relocation of **XXRCS** Staff, and when it is deemed prudent and conditions allow for return;
- 4.6 Ensure that health and medical evacuation plans, including any necessary visa arrangements, are elaborated and adequately resourced;
- 4.7 Follow and comply with IFRC's procedures and instructions regarding field trips, including obtaining advance greenlight for any field trip, informing and complying with Movement protocols;
- 4.8 Inform the IFRC immediately verbally and in writing about any security incident;
- 4.9 Respect the conditions of the telecommunication licences when using IFRC equipment and frequencies, if applicable;
- 4.10 Respect and adhere to the Public communications guidelines of the IFRC, and the Movement coordination mechanisms, for **XXX country/region**;
- 4.11 Notify IFRC in advance of any new arrivals and departures of its Staff based in country as well as all occasional visitors.
- 4.12 Provide suitable transportation means, accommodation arrangements, means of communication (such as radios and Thurayas) and health and safety supplies (such as First Aid, fire protection) to Staff;
- 4.13 Ensure coordination with IFRC on operational oversight and security management at operational level with IFRC (including operational representation to authorities, administrative and logistics matters). Ensure raising awareness of Movement rules and policies on security and safe access in activities supported, and responsibilities for reporting on and monitoring the projects/programmes, activities and resources supported.
- 4.14 Fully respect the authority of the IFRC (HQ, Regional, country) management for all security related matters (in country or region)
- 4.15 At all times, maintain utmost discretion and confidentiality, refraining from sharing externally with any party or entity any information related to the security situation, analysis, security regulations, or mitigating measures of the IFRC security management support, unless with the express prior written consent of the IFRC **XXX** Head of Delegation.

5 SECURITY IN THE FIELD AND ACKNOWLEDGEMENT OF RISKS

- 5.1. The **XXRCS** acknowledges that the nature of the IFRC's and the Red Cross and Red Crescents Movement's mandate in disaster or emergency situations, conflict and other situations of violence (OSV) zones or internal disturbances and tension, implies that dangerous conditions are in no way exceptional. **XXRCS** Staff may be exposed not only to the risks associated with disasters or other emergency situations, armed conflict and OSV but also to crime, abduction, serious illness and accidents. Physical and psychological harm, with possible fatal results, are part of the irreducible risks that cannot be mitigated. In the event of abduction, the IFRC adheres to its policy of not paying ransom, directly or indirectly. It has no insurance coverage in this regard.
- 5.2. The **XXRCS** shall inform the **XXRCS** Staff of the content of Paragraph **1.1** and shall ensure that each **XXRCS** Staff understands and accepts the risks involved, each signing the Security in the Field: Acknowledgement of Risks (**Annex A**)
- 5.3. In a situation where **XXRCS** Staff decide to act against IFRC's explicit advice (e.g. refusing implement specific measures, or to evacuate), the respective Movement component's leadership will be informed about the IFRC assessment that this behaviour may not only put the concerned person at risk but also jeopardize the overall Movement operation in **XXX country/region**. In such a case, the concerned Movement component acts under its own responsibility and thereby releases the IFRC from any liability for any harm resulting from such a decision. ¹Depending on the gravity of the case, the IFRC may recommend the Partner take measures against the individual concerned as a precondition to maintain the partnership, or even cancel the partnership agreement with the organisation.

6. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 6.1. The IFRC commits to provide the services under this Agreement to the best of its knowledge and ability. However, the IFRC does not provide any guarantee as to the content or accuracy of the advice and guidance provided in the performance of the present Agreement;
- 6.2. The **XXRCS** releases the IFRC and its employees from any liability, whether in contract or in tort, for any damage suffered by the **XXRCS** or any **XXRCS** Staff, resulting from or in connection with the performance of this agreement by the IFRC, unless if and to the extent such damage is caused by the IFRC's gross negligence or intentional act;
- 6.3. The **XXRCS** shall indemnify and hold harmless the IFRC from and against any damage resulting from or in connection with any suit, claim or demand of any nature or kind, including their costs and expenses, from any third party, including any member of the **XXRCS** Staff, unless such damage results from a grossly negligent or intentional breach by the IFRC of its obligations under this Agreement;
- 6.4. The **XXRCS** and the IFRC shall retain their respective legal identities in respect of third-party liability and shall consequently ensure appropriate insurance coverage for the activities of their respective international and national staff (including dependants if applicable), consultants, volunteers and visitors;
- 6.5. The **XXRCS** acknowledges that this Agreement does not extend to the **XXRCS** or the **XXRCS** Staff (unless as formal Staff on Loan to IFRC), the benefit of any privilege or immunity granted to the IFRC pursuant to an existing IFRC headquarters agreement or any other legal instrument in **XXX country**. The **XXRCS**, shall at all times retain its distinct and direct identity and legal personality.

7. SETTLEMENT OF DISPUTES

- 7.1. Any dispute arising in connection with this Agreement should be identified in the field and addressed with the institution and/or individuals concerned. The Movement Partners are mutually responsible for defining problematic issues and making proposals to resolve them amicably and in a spirit of good partnership.
- 7.2. Problems defined but unsuccessfully addressed in the field shall be dealt with through dialogue with and between the respective headquarters.
- 7.3. If the Movement Partners are unable to come to an amicable settlement, the dispute shall be settled by arbitration to the exclusion of the jurisdiction of any courts. The arbitration shall be held in accordance with the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules in force when the notice of arbitration is submitted. The language of arbitration shall be English and the place of arbitration Geneva, Switzerland. The number of arbitrators shall be one. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award shall be binding and final.
- 7.4. Swiss law governs this contract, without regard to conflict of law principles.
- 7.5. Nothing in this agreement implies or may be construed as a waiver by the IFRC of its privileges and immunities as an international organisation, whether customary or stemming from an existing IFRC headquarters agreement or any other legal instrument in **XXX country**.

Acknowledgement of risk: security in the field

In accordance with the mandate of the International Federation of Red Cross and Red Crescent Societies (IFRC), you may be asked to work in complex political or social environments, or in countries in which you might encounter dangerous conditions. Although the degree of risk will vary from country to country, security incidents can occur in all delegations.

Please read the information below carefully. This document must be signed by all IFRC Staff and personnel under the IFRC security umbrella⁹.

Risks

You may be exposed not only to the risks associated with armed conflict but also to crime, abduction, illness, natural disasters and accidents. Unfortunately, physical and psychological harm, with possibly fatal results, are part of the possible risks associated with humanitarian work.

You should also be aware that the IFRC's policy in the event of abduction is not to pay any ransom. However, the IFRC has established Critical Incident Management (CIM) procedures and will work closely with other components of the International Red Cross and Red Crescent movement to assist in the resolution of any such event to the best of its ability.

Neither the National Society in country nor the IFRC accept any liability for any loss, injury or death sustained by IFRC personnel.

Duty of Care and support provided by IFRC to all personnel:

- Training on personal security including e-learning courses on the IFRC Learning Platform;
- Appropriate security briefing at the start of your mission, and during your mission if required, including country-specific security plans and emergency procedures for the delegation / sub office / team;
- Regular information on security issues, including weekly Security Unit Hot Spots updates sent via email, and access to the Security pages on FedNet containing various security support tools;
- 24/7 security advice
- Access to stress counsellors;
- Repatriation support (if required).

⁹ This shall include IFRC Staff: IFRC contracted national and international staff and seconded staff, as well as those under IFRC security umbrella: consultants of IFRC, official visitors of the IFRC, IFRC interns, IFRC volunteers, personnel of integrated Partner National Societies, family members of IFRC employees and integrated Partner National Societies.

Security is a personal responsibility and IFRC personnel are responsible to take adequate security measures to ensure their own personal security.

All IFRC personnel are required to:

- Successfully complete the "Stay safe – IFRC Personal Security" e-learning course and familiarise themselves with the security guidelines in "Stay Safe: The International Federation's guide to a safer mission". Personnel with managerial responsibilities must also successfully complete the "Stay safe – IFRC Security Management" e-learning course;
- Be aware of and fully comply with the country-specific security plans and emergency procedures for the delegation / sub office / team they are working with;
- Ensure they are aware of the security context in their environment, any changes therein and report such information to their manager;
- Raise any concerns regarding the security information they have been provided with and/or security in the delegation immediately with the head of delegation.

Deliberate breach of security procedures or instructions is considered as gross misconduct. Personnel found to have breached security procedures may be subject to disciplinary action.

If you have any doubts about the risks you are prepared to accept, you should seek the support and advice of your manager. You are also entitled to ask to be repatriated at any time.

For the IFRC Staff, in the event of a serious incident, the IFRC reserves the right to communicate only with the contact persons named by the IFRC staff at the time of your engagement. It is the responsibility of the employee to update your contact information in MyHR or relevant form as indicated by relevant delegation.

For individuals, other than IFRC Staff falling under the security umbrella of the IFRC, please provide below the contact information of the person to be contacted in case of an emergency.

Any dispute with respect to or in connection with this Acknowledgement of risk shall be exclusively and finally settled by means of arbitration, to the exclusion of national jurisdiction.

Acknowledgement

I confirm that I have been informed of the potential security risks associated with working with the IFRC, as well as the support I may obtain, and the security requirements identified above. I also acknowledge the risks inherent to humanitarian work.

Read and accepted,(signed)..... (name)
..... (place)(date)

Emergency contact information of personnel under IFRC umbrella other than IFRC Staff:

Name:

Relationship:

Contact Number:

Address:

Email:

DRAFT