

ICRC SECURITY MANAGEMENT SUPPORT FOR MOVEMENT PARTNERS WORKING INTERNATIONALLY

This document provides guidance on the International Committee of the Red Cross's (ICRC) approach to working with other Movement components in armed conflict and other situations of violence¹. It outlines the general scope of the ICRC's security management support and describes the main roles, responsibilities and obligations of Movement Components therein, the levels of ICRC's engagement in security management support and the main caveats of security management partnerships. This said, this overview is a technical framework, and does not attempt to reflect the wide variety of strategic, operational or political mechanisms by which Movement partners may be working together today in different contexts.

The ICRC's overall approach is informed by the Fundamental Principles, the Movement's legal, statutory and regulatory framework and the ambitions of the ICRC Institutional Strategy. The ICRC's *Field Security Concept* provides the foundation for this framework, complemented by other ICRC policies and guidelines, and are complementary to other ICRC institutional guidance, such as on national society development and the Safer Access Framework (SAF).

The scope and extent of the ICRC's engagement in security management support is therefore guided by these orientations and will depend more specifically on i) the context in question, ii) the ICRC's potential added value based on its experience, expertise and available capacity and resources, and iii) the needs and willingness of Movement partners, including the National Society of that country.

ROLES, RESPONSIBILITIES AND OBLIGATIONS OF INDIVIDUAL MOVEMENT COMPONENTS

1. The ICRC recognises that each Movement component is first and foremost responsible for the safety and security of its own staff, including employees and, when applicable, their dependants, consultants, volunteers operating on its behalf and visitors, at all times and irrespective of their contractual status or the source of funding for the operations. Nevertheless, in certain conditions the ICRC assumes some of the responsibilities of the employer and has a duty of care for those staff not directly under an ICRC contract². Each Movement component shall take all necessary and reasonable practical measures to protect and ensure their security, to avoid accidents and security incidents and to manage such incidents appropriately if they occur.
2. Each Movement component that decides to work in environments affected by armed conflict or in other situations of violence acknowledges and accepts the necessary tension between implementing activities which will have a humanitarian impact and the associated risks of operating in such environments. Each component shall therefore evaluate and manage these risks adequately, considering that each component retains its own identity and personality at all times. Notwithstanding this, the component which is providing security services or receiving staff on loan has the right to terminate the mission (not the contract) of the staff (or other parties such as visitors, dependents, consultants etc.) if it has been determined that they have violated security regulations and/or if a security assessment determines that this is necessary.
3. Each Movement component is expected to brief its own staff and ensure that they:
 - i. understand the risks they have assumed;
 - ii. apply and comply with the security and safety regulations in effect;
 - iii. are adequately trained, prepared, equipped, managed and supported; and

¹ This document is based on the *Guiding Framework on ICRC Support for Movement Security*, DIR2523Rev, May 2018, revised for a wider readership.

² The Partner National Societies' *Security Focal Point Network* (SFPN) is currently defining a standard approach to duty of care which will include a shared definition of the concept and the respective responsibilities of the sending and receiving organisations. The description of the standard approach will be annexed to this document once completed.

- iv. have adequate insurance coverage for the context.
- 4. While the security protocols and tools of individual Movement components may vary, there needs to be coherence across the measures applied by the Movement within a specific setting. All components working internationally have a role to ensure this coherence. In circumstances of conflict or other situations of violence when the ICRC is asked to provide advice or support, when necessary and to the extent defined in the agreements, the ICRC's own security regulations shall serve as the benchmark.
- 5. Partnerships, where the contracted personnel and/or programme contributions of the partner are embedded into and channelled through the ICRC operational, budgetary, security and management set-up, involve the secondment of *staff on loan*. National societies also second staff members to the ICRC for missions (one off or for repeated missions) and these are also classified as staff on loan. In terms of security and crisis management, the procedures and standards to which the staff on loan are subject to are the same as those for ICRC staff and this partnership model entails the fullest security and crisis management support possible under ICRC regulations. In the event of a serious security incident, the crisis management mechanism will be led by the ICRC, while the Movement partner will support the action taken in a manner consistent with internal ICRC procedures and guidelines. Note that this type of partnership model is apart from and not in scope of the three levels outlined below.

THREE LEVELS OF ICRC ENGAGEMENT IN SECURITY MANAGEMENT SUPPORT

- 6. The ICRC can provide varying degrees or levels of security management advice, guidance and support to other Movement components operating in a given setting, within the scope of different partnership, coordination and leadership arrangements. Specific security support may be provided to international staff or visitors of Partner National Societies (PNS) or the International Federation (IFRC), to facilitate their presence and the fulfilment of their duties associated with the Movement's operational response for affected populations. Should an additional request be received to include such security support for components' national staff, careful consideration will be made and, if agreed, should be compatible with the regulations for ICRC resident staff in the same context.
- 7. Informal exchanges on security-related matters take place between Movement components in most settings on a regular basis. For the ICRC, such interaction is usually verbal rather than written, and might include security briefings and advice, as well as a basic overview of the ICRC's security regulations in place. In contexts where security collaboration is informal, only in exceptional circumstances may life-saving, emergency support be provided by the ICRC where requested and feasible. Being discretionary, such interaction does not entail any obligation.

Partnership Support Agreements

- 8. The ICRC provides support to facilitate the operational presence of its international Movement component partners, as part of a coordinated Movement approach and preferably to support a strategically aligned and complementary vision for assisting vulnerable people in the same context. International partners are usually present to support the NS's response and programmes in-country and to strengthen their capacity; this can be coordinated bilaterally, in consortia (PNS), multilaterally (IFRC) or through the ICRC, and these distinctions will be taken in account when a request for ICRC security management support is made.
- 9. This document reviews the three main levels of ICRC engagement in operational security management support for Movement partners:
 - (I) Movement security framework support
 - (II) Security management support
 - (III) Comprehensive security management support.

Common to all the levels is a written agreement that clearly defines roles and responsibilities, and the nature and extent of the support and services that the ICRC will provide to the other Movement components.

A. Informal Exchanges	B. Partnership Support			C. Inclusive/Integrated Partnerships	D. ONS Capacity Strengthening
	Movement Security Framework Support Level 1	Security Management Support Level 2	Comprehensive Security Management Support Level 3	Fulllest Security Management	Safer Access Framework
No clear partnership Informal, ad hoc	HNS/ ONS–ICRC–International Federation tripartite agreement, with PNS adherence Movement lead support role, Movement Security Framework Agreement (MSFA), often annexed to Movement Coordination Agreement (MCA)	Bilateral partnership ICRC and PNS/ International Federation, security management support PNS/ International Federation implementing own programmes or projects with HNS/ ONS, as separate entities to ICRC. Can be complementary to MSFA or as stand alone	Similar to Level 2, however represents a more comprehensive security management support scope (i.e. critical incident management lead and inclusion in evacuation planning), and often in more complex security environments Includes visitors to ICRC operations	Bilateral partnership ICRC - PNS/ International Federation Staff on Loan, programme/ project, rapid deployment integrated within ICRC security and management systems. Partners are not separate entities to ICRC.	Bilateral partnership ICRC- ONS Within the operational partnership Assess risks, and ensure roles and responsibilities in security management of joint operations are clear
Limited to overview briefing	Security advice, guidance and framework for all coordinated Movement components	Security advice, guidance, framework and support, with reciprocal relationship and responsibilities.	Security advice, guidance, framework and support, with reciprocal relationship and responsibilities	Included in ICRC security management system	Security management capacity strengthening within the SAF

Table summarises the five broad categories of security partnership, including the 3 levels of partnership support agreement (B. Levels 1-3) described below.

Level 1: Movement Security Framework Agreement

10. This tier 1 agreement is concluded between the NS in country, the ICRC and the IFRC, and PNS can sign up by adherence to it. The MSFA should by preference be drawn up as an Annex to an existing Movement Coordination Agreement, but they can also be standalone if necessary. In all cases, it remains the responsibility of each Movement component to monitor and share information related to risks and security incidents in their geographical area of operation or presence in order to feed collaboratively into the analysis for the Movement security framework. All Movement components are also expected to do their own risk assessment pertaining to their own activities, to establish what security measures are required (in line with the Movement Security Framework advice) and to make the necessary skills and resources available to fulfil their responsibilities for their personnel's security.
11. If there is an accepted "lead" agency among Movement partners in the context, the lead will establish the framework and may provide guidance, advice and support in the event of a security incident. Even so, each Movement component has a duty to prepare their personnel properly and to have the necessary systems and equipment in place. In a situation where a Movement partner decides to act against the advice of the agreed Movement Security Framework lead (and it is the Movement Security lead's assessment that this behaviour may not only put the individuals concerned at risk but also jeopardize the overall Movement operation in the context) the matter should be addressed through the Movement coordination mechanisms in place.

12. In all circumstances, the NS of the country, as the primary operational partner to the ICRC and IFRC for international response operations, has a key role to play within the Movement coordination mechanisms put in place for the humanitarian response, and maintains its own status and standing (e.g. auxiliary role, relations with authorities, etc.) as outlined in the Supplementary Measures.

Level 2: Security Management Support Agreement

13. In circumstances when it is commensurate with the Movement's operational or strategic priorities, and with those of the ICRC operation, a National Society working internationally (PNS) or the secretariat of the International Federation of the Red Cross and Red Crescent Societies (International Federation) may request to be more closely incorporated into the ICRC's security and safety management system. This tier 2 agreement would have the aim of facilitating their presence in settings affected by conflict or other situations of violence and their capacity to contribute to Movement operations there. Such bilateral agreements may be complementary to or independent of the ICRC assuming the Movement security lead support role. Due consideration will be given by the ICRC to its risk and capacity assessment for the specific setting before agreeing to facilitate such arrangements, and form part of the discussions with the partner as required.
14. Under a Security Management Support agreement, all visitors undertaking an official visit to ICRC-managed programmes (*including donors, resource people, media, dignitaries etc.*) are temporarily incorporated into the ICRC's security management system (without need for a specific additional agreement). They are all expected to sign and abide by the ICRC security regulations and code of conduct for that specific setting. In exchange, the ICRC provides comprehensive security management support for the duration of their visit. In the event of a serious security incident, should the partner or visitor's organisation decide to take the lead in the crisis resolution mechanism, compatibility with ICRC regulations should be carefully considered to determine the level of ICRC support possible.

Level 3: Comprehensive Security Management Support Agreement

15. A tier 3 agreement incorporates levels 1 and 2 agreements and adds more comprehensive security management and measures, such as inclusion in the contingency plan in the event of a security deterioration (per ICRC criteria and prioritization), and security training. This would most likely apply in contexts affected by more complex conflicts or situations of violence, and/or where a PNS wishes to ensure this higher level of duty of care. In the event of a serious security incident, the crisis management mechanism will be led by the ICRC in line with ICRC procedures and guidelines, with the support of the Movement partner affected. This level may also entail the ICRC collaborating closely with partners on operations and/or providing administrative, logistical and human resource services to support the partner's projects.

CAVEATS & CONSIDERATIONS WITH REGARD TO SECURITY PARTNERSHIPS

16. **Legal status in-country within a partnership.** As a rule, the ICRC does not provide other Movement components with a legal basis or status to operate in a context (*e.g. inclusion into its headquarters agreement or other legal instrument recognized by the government*), except under particular modalities when they are operating within an integrated/ inclusive partnership model (see paragraph 5). In such partnership support mode, the partners, their programmes/projects and staff are separate entities from ICRC, however operate with an agreed coordinated and collaborative approach.
17. **Regarding specific roles and functions in the ICRC,** as per the ICRC's Field Security Doctrine, the accountability for security and crisis management lies with the operational management

functions. ICRC Cooperation staff assist in their capacity as advisors and facilitators in the framing of partnership. ICRC Security and Crisis Management Support Advisers support ICRC Delegations and Departments, and advise Partners, in the implementation of this Guiding Framework. ICRC Heads of Delegation, in consultation with respective Operational Region management and technical support units in Geneva, and in accordance with the present Guiding Framework, ultimately decide on the specific arrangements agreed upon for the context per the Delegation risk, capacity and needs assessment. Partners are expected to abide by the roles and responsibilities agreed when collaborating with the ICRC, to prepare their staff and align their institutional mechanisms accordingly, and to take corrective action in the event of non-compliance.

18. **Lead agency responsibilities of the ICRC.** When the ICRC assumes the lead (international) agency responsibilities in coordinating an international relief operation by the Movement in armed conflict and internal strife, the ICRC will be expected by the other components present in the context to establish, manage and maintain a security framework for the Movement (as set out in the Seville Agreement and its Supplementary Measures). According to the Seville Agreement and its Supplementary Measures, this is an integral part of the lead agency's responsibilities and requires certain competencies, including the "capacity to manage security systems for National Societies working internationally". In the event that the ICRC does NOT assume the role of lead agency, it has no particular obligation under existing Movement policy frameworks towards the other components of the Movement as regards their security. However, Movement components may still approach the ICRC about security matters to draw on its recognized expertise in this field. ICRC may be well positioned and choose to be proactive in the provision of security management support, with a view towards contributing to the effectiveness and reach of the wider Movement response.
19. **Agreement of all parties.** Before the ICRC agrees to extend security and crisis management support to a PNS that has an Integration Agreement with the International Federation³, all parties need to agree to such an arrangement, and the roles and responsibilities at the local and institutional level need to be identified and agreed to by each of the parties.
20. **Disregard of obligations.** If, within a *Movement Security Framework Agreement*, a partner decides to act against the ICRC advisory (e.g. refusing to implement specific measures, including in regard to public communications, restrictions of movement or evacuation), the matter may be brought to the Movement's strategic coordination platform for discussion, and/or the partner's leadership may be informed if it is ICRC's assessment that such action may not only put the individuals concerned at risk but also might jeopardize the overall Movement operation in the context. In the case of a *Security Management Support Agreement* (including comprehensive support) it remains the partner's responsibility to implement any measures required. If any of a partner's personnel decide to act against the ICRC's advisory, the partner's leadership may be informed if it is ICRC's assessment that this behaviour may not only put the individuals concerned at risk but also jeopardize the ICRC, the NS or the overall Movement operation in the context. The ICRC may recommend the partner take measures against the individual(s) concerned as a precondition to continuing the security management support, or, in the case of grave, persistent or incorrigible breaches, require the termination of the mission of the individual(s) or cancel the partnership agreement with the organisation concerned.

³ With due reference to the IFRC's *Procedure for Security Support to Movement Partners V2*, October 2019

SECURITY SUPPORT TO OPERATING OR HOST NATIONAL SOCIETIES⁴

21. The NS of the country is responsible for the safety, security and crisis management of its own personnel and volunteers while they carry out their work, irrespective of whether the operations are organized independently or in cooperation with the ICRC or another Movement component, and irrespective of the source of financial or material support for the operations. In operational partnerships between the NS and the ICRC:
- Security risks associated with the combined efforts are to be evaluated jointly, whether it is the NS or the ICRC in the lead of the operational implementation.
 - Clear common security and crisis management responsibilities and protocols for the personnel and volunteers (including clarity on insurance) are to be put in place for the operational implementation of joint movements and activities.
 - Context and security-related information will be exchanged, in the interest of coordinated and safe delivery of humanitarian assistance to those affected by conflict and other situations of violence.
 - Where the personnel and volunteers of the NS combine their efforts, capacities and resources with the ICRC in an operational partnership aimed at achieving common humanitarian objectives, the ICRC may assist the NS to strengthen its operational security management capacities and systems (when requested), mainly through the application of the Safer Access Framework.
 - Conversely, in circumstances where the NS is working with a PNS and/or with the IFRC which has a security management support agreement in place (Level 2 or Level 3), additional support from the ICRC to the NS is subject to an additional ad hoc agreement.

When employing a 'remote management model', whereby the activities are carried out by a NS, and no ICRC employee has access to oversee and accompany them, the potential risks should be evaluated (including any degree of risk transferred by the ICRC to the NS or vice-versa), and if required consideration be given to offering support to strengthen the NS's operational security management capacities and systems.

⁴ For further background on this general topic, please consult: *Supplementary Measures to Enhance the Implementation of the Seville Agreement*, Resolution 8 of the 2005 Council of Delegates; *Guidance document on relations between the components of the Movement and military bodies*, Resolution 7 of the 2005 Council of Delegates; *Minimum Elements to be Included in Operational Agreements between Movement Components and their External Operational Partners*, Resolution 10 of the 2003 Council of Delegates, supplemented by Resolution 2 of the 2011 Council of Delegates; *Regulations on the Use of the Emblem of the Red Cross or Red Crescent by National Societies*, Resolution 5 of the 1991 Council of Delegates; *Role of National Societies as auxiliaries to the public authorities in the humanitarian field*, Resolution 3 of the 2007 Council of Delegates; *National Societies preparing for and responding to armed conflict and other situations of violence*, Resolution 7 of the 2011 Council of Delegates; *Strengthening Movement Coordination and Cooperation (SMCC)*, Resolution 1 of the 2015 and 2017 Council of Delegates.

ELEMENTS, CRITERIA AND CONDITIONS AT DIFFERENT LEVELS

Support components / criteria	Partnership Support Agreements			Comments
	Movement Security Framework	Security Management Support	Comprehensive Security Management Support	
	Level 1	Level 2	Level 3	
NS-ICRC-IFRC tripartite agreement with PNS adherence	x			Usually as an Annex to a Movement Coordination Agreement (MCA) concluded as per SMCC, although can also be standalone
Bilateral partnership ICRC-NS or IFRC		x	x	Can be within a CAA or as annex to a PFA, or standalone
NS in country is a signatory (MSFA)	x			
NS in country fully informed and plays key role	x	x	x	Even though not a signatory, the NS must be closely implicated, as the (PNS, IFRC) partners will be working with the NS and implementing programmes or projects together with the branches and volunteers
Partners contribute to security analysis	x	x	x	It is everyone's role to be aware of, analyse, and share information about the context and environment
Partners help manage relationships and advice on redefining Movement operations when necessary	x			The MSFA sees all signatories as equal players, even if the ICRC is asked to act as advisor in certain elements
Covered in an MSFA	x			Levels 2 & 3 can be either alongside an MSFA, or applied in a context with no MSFA
Security overview briefings provided by ICRC	x	x	x	
Partners provided with security advice & guidance	x	x	x	Informal information-sharing and advice is available to all partners at all time, to the extent possible according to ICRC capacity
Partners incorporated into ICRC security and safety risk management systems		x	x	The decision over L2 or L3 will be taken at context level. In principle, L3 implies contexts affected by more complex conflicts or other situations of violence.
Partners provided with practical safety, security and crisis management support		x	x	Level 3 engages more comprehensive security management and measures support than Level 2. Will be specific to each context, but may include elements such as inclusion in contingency plan, evacuation (per ICRC criteria and prioritization), and security training (see below)

Partner's personnel and visitors required to abide by ICRC security rules and Code of Conduct		x	x	The obligation to sign the CoC and Sec Rules applies the same as to ICRC personnel. However, the partner is responsible for enforcement of sanctions for breaches.
Partners' responsibility to implement & enforce security measures	x	x	x	This cannot be derogated in any circumstances.
Visitors included under ICRC security management			x	Includes partner's visitors, and approved external visitors such as donors, to ICRC managed operations.
Critical Incident management – partner lead	x	x		ICRC support can be requested at Level 1 but will be dependent upon capacity and added value of the ICRC; at Level 2 the ICRC will always support but will not take the lead unless special circumstances (specific to each case) apply.
Critical Incident management – ICRC lead			x	Must be in line with ICRC procedures and guidelines, with the support of the Movement partner(s) affected
Medevac in life-threatening circumstances	x	x	x	Considered in exceptional cases only under L1 and L2
Partner's personnel included in ICRC contingency plans (& evacuation)			x	If appropriate and according to ICRC criteria
Partner's personnel may be given priority for security training			x	
Breaches may lead to discussion at Strategic Movement Platform	x	x	x	In all cases, the partner is responsible for ensuring that sanctions are applied and enforced if necessary
Breaches may lead to contact with the partner's HQ		x	x	
Breaches may lead to conditions applied to ICRC support, or termination		x	x	Collaboration between the ICRC and IFRC compliance functions may be required in grave cases
May also entail the ICRC collaborating closely with partners on operations, such as in a CAA	x	x	x	The ICRC is not a "service provider" for security management; it is linked to operational and cooperation objectives.
May also involve the ICRC providing administrative, logistical and human resource services to support the partner's projects, or imply collaboration with partners on e.g. communications or RM		x	-	For an L3 agreement concluded as a result of an emergency (surge) situation, it is preferred to keep the security aspects separate from others for the sake of speed.