



Contract number:	CLMX005277
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COOPERATION AGREEMENT

Between

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

And

Action Against Hunger
(the "Partner")

This Cooperation Agreement (the "Agreement"), between **INTERNATIONAL FEDERATION OF RED CROSS AND RED CRESCENT SOCIETIES (the "Federation")**, an international humanitarian organisation, with its headquarters at Route de Pré-Bois 1, 1214 Vernier, Switzerland (the "Federation")

And

ACTION AGAINST HUNGER-France (the "Partner"), an Association under French law governed by the July 1st, 1901 law concerning associations' contracts, recognized as a public utility organisation by the April 18th, 1994 decree, published in the French republic's Statute Book (Journal Officiel) on April 24th, 1994, having the SIRET ID 318 990 892 00065 and located in 14/16 boulevard Douaumont, CS 80 060, 75854 Paris Cedex 17 represented by Veronique Andrieux, Executive Director, duly empowered to this effect.

Each of which is a "Party" and together the "Parties".

WITNESSETH:

Whereas, the Federation is an international organisation headquartered in Geneva on the basis of a status agreement executed with the Swiss Federal Council. The Federation serves the world's largest humanitarian network of 190 National Red Cross Red Crescent Societies and over 17 million volunteers that act before, during and after disasters and health emergencies to meet the needs and improve the lives of vulnerable people without discrimination as to nationality, race, religious beliefs, class or political opinions. The Federation's objective is to "inspire, encourage, facilitate and promote at all times all forms of humanitarian activities by the National Societies, with a view to preventing and alleviating human suffering and thereby contributing to the maintenance and the promotion of peace in the world".

Whereas, the Partner is a non-governmental organization with headquarters located in Paris, France. This agency belongs to the Action Against Hunger International Network (AAH International), active in 50 countries. Its goal is primarily to fight against hunger and undernutrition, both from a response and from a preventive point of view. Its other goal is to respond and prevent humanitarian crises including conflicts, outbreaks, and natural disasters. The Partner applies a strict charter including humanitarian principles of independence, neutrality, professionalism and non-discrimination. It



works in nutrition and health, WASH¹, mental health, care practices, food security and livelihood sectors.

Whereas, the AAH International Network has developed a strong operational legitimacy and technical expertise in WASH, Nutrition and Health sectors since 1979, reaching 5.8 million WASH beneficiaries in 2016, plus 4.6 million beneficiaries in Nutrition and Health. In 2016, AAH treated 311,517 children affected by SAM (2), plus 264,523 children affected by MAM (3). ACF overall budget 2016 is 307.5 million Euros, 87% being dedicated to projects. ACF develops routinely operational and academic research around WASH, Nutrition and Health. ACF is member of various advocacy networks and coordination groups.

Whereas, the intention of the Federation and the Partner is to collaborate and cooperate in carrying out a fruitful partnership that will benefit from the Federation's field implementation expertise, country level connections and WASH expertise, and from the Partner's nutrition and health operational legitimacy and expertise (operationally, technically and in the field of research and advocacy). Both Parties will benefit from coordination networks, donors and academic contacts, to increase the WASH, Nutrition and Health agenda through this strategic partnership.

Whereas, the Parties desire to cooperate to reduce effects of human disasters world-wide by conducting a WASH, Nutrition and Health strategic partnership as set out in this global Agreement and which may serve as the basis for further specific agreements between the Parties or between the Partner and a specific National Red Cross or Red Crescent Society.

Whereas, the Parties wish to set out certain general terms and conditions under which they will cooperate and which will partially regulate projects initiated and agreed upon on a case by case basis as a result of this Agreement.

NOW, therefore, in consideration of the mutual premises and covenants herein contained, the Parties agree as follows:

1. Objective and Activities

The Parties' objective is to:

- a. Cooperate in a strategic manner towards a WASH, Nutrition and Health agenda and best practice at all levels (global, regional and national) for themselves and for other stakeholders (institutions, INGOs, LNGOs, donors, academics, etc);
- b. Develop joint capacity building workshops and material on WASH, Nutrition and Health;
- c. Jointly influence national and global institutions to embrace a WASH, Nutrition and Health strategy;
- d. Develop joint research and joint publications on WASH, Nutrition and Health;
- e. Develop joint field programs on WASH, Nutrition and Health, and fundraise together.

This partnership shall include joint operations, fundraising, research, capacity building and advocacy at global, regional and national levels, based on the field expertise of both Parties in the WASH, Nutrition and Health sectors, and their strong global and national representation. The aim is ultimately to improve the integration of the WASH, Nutrition and Health sectors, considering that issues in WASH are a major determinant of undernutrition and public health

¹ Water Sanitation and Hygiene

² Severe Acute Malnutrition

³ Moderate Acute Malnutrition

issues. It is therefore essential to mobilise stakeholders' interest around WASH, Nutrition and Health issues, to influence policies, strategies and plans of action at all levels.

These activities are collectively referred to as the "Program".

2. Duration

This Agreement will commence from the 1st of November 2017 and will continue until the 31st of October 2020 (the "Term"). The Parties shall begin the implementation of the Program no later than 1st of November 2017 and shall complete the implementation of the Program by the end of the Term.

3. Responsibilities of the respective Parties

In the Parties' common work towards achieving the objectives, set out above, it is envisaged that each Party will contribute with the following types of support and initiatives:

3.1. The Partner will:

- a. Provide technical knowledge and expertise relevant to the Program objectives;
- b. Contribute to the communications, public affairs, and dissemination of information concerning activities carried out under this Agreement;
- c. Cooperate with the Federation in jointly organising events, developing programs, research, capacity building and fund raising as will be determined in writing between the Parties;
- d. Support any advocacy efforts to deliver on the Program objectives; and
- e. Otherwise provide expert assistance to fulfil the objectives of the Program.

3.2. The Partner shall refrain from any action which may adversely affect the Federation. The Partner shall fulfill its commitments with full regard for the humanitarian interests of the International Red Cross and Red Crescent Movement.

3.3. The Federation will:

- a. Actively engage with the Partner on a regular basis and jointly plan and roll out advocacy messages on WASH, Nutrition and Health at relevant and appropriate internal and external meetings and workshops, through communications on case studies for both internal and external media opportunities;
- b. Actively advise the Partner on Red Cross /Red Crescent WASH, Nutrition and Health programming or operations underway or planned and identify, where appropriate, areas of synergy or programmatic partnership;
- c. Inform the RC/RC National Societies of the Federation/AAH partnership and encourage joint activities and interaction between AAH and national societies at country level (subject to the agreement of the respective national societies);
- d. Host an annual technical meeting between focal points in AAH and Federation and/or NS's to share experiences, joint actions and new developments in WASH, Nutrition and Health.

4. General Responsibilities of the Parties

4.1 The Parties agree to carry out their respective responsibilities in accordance with the provisions of this Agreement. The Parties further agree to use their best efforts to ensure the highest service and accountability to beneficiaries, donors, governments, and other stakeholders, as well as to respect the reputation and fundamental principles of the other Party and any partners.





4.2 The Parties recognize that all activities carried out pursuant to this Agreement must be consistent with the Fundamental Principles of the International Red Cross and Red Crescent Movement, the Code of Conduct for the International Red Cross and Red Crescent Movement and for Non-Governmental Organisations in Disaster Relief, the Federation's rules and policies, the AAH International Network Charter (annexed), and all applicable domestic and international laws and regulations.

5. Project Implementation Agreements and Coordination

5.1 Projects for conducting Program activities, support and initiatives as a result of this Agreement will be agreed upon on a case by case basis and detailed in separate agreements. Such agreements should refer explicitly to this Agreement or be annexed hereto. In any case, they will always be governed by the terms of this Agreement and the specific terms and conditions of the separate agreements.

5.2 Each Party will designate and communicate to the other Party, the name of the person to serve as that Party's contact point and coordinator, as well as the name of the person (or unit) having the ultimate authority and responsibility for the implementation of the Program on its behalf.

5.3 These designated persons shall communicate the details of all projects and activities and proposed projects and activities to their respective managing bodies.

5.4 The Parties commit to utilise their reasonable efforts to ensure that all projects and activities are undertaken only with the prior written consent and authorisation of the Parties.

5.5 The Parties shall keep each other informed of all activities or circumstances pertaining to the Program, and shall consult one another whenever circumstances arise that may affect the implementation of the Program.

5.6 The Parties will meet annually to review and evaluate the cooperation and the projects agreed upon with respect to the Parties' pursuit of the Program objectives, set out above, and to discuss future potential projects and activities for the pursuit of such objectives.

6. Public Representations

6.1 No public statement will be issued by either Party with respect to this Agreement or the projects initiated as a result of this Agreement without the prior written approval of the other Party.

6.2 The Parties maintain sole authority over their respective names, emblems and logos in accordance with applicable international and national law and their respective rules and regulations. Neither Party is authorized under this Agreement to make use of the other Party's name, emblem or logo, except as separately agreed in writing by the Parties.

7. Costs and Expenses

Each Party shall bear its own costs and expenses generated as a result of this Agreement or any project initiated as a result of this Agreement, unless otherwise specifically agreed in writing by the Parties.

8. Termination



- 8.1 This Agreement may be terminated by either Party with three (3) months' prior written notice.
- 8.2 In the event (i) a Party commits a material breach of this Agreement which has not been remedied within 30 days after written notice has been given by the aggrieved Party; or (ii) a Party becomes or can reasonably be expected to become insolvent, the aggrieved Party shall be entitled to terminate this Agreement immediately.
- 8.3 The Federation may immediately terminate this Agreement if the Partner does anything which in the reasonable opinion of the Federation brings, or is reasonably likely to bring the Federation, its name or logo, or any component of the International Red Cross and Red Crescent Movement into dispute or disrepute in any way whatsoever.
- 8.4 The Partner may immediately terminate this Agreement if the Federation does anything which in the reasonable opinion of the Partner brings, or is reasonably likely to bring the Partner, its name or logo, or any component of the AAH International Network into dispute or disrepute in any way whatsoever.
- 8.5 In the event of termination or discontinuance of this Agreement, the Partner shall, as soon as reasonably practicable, return any uncommitted funds provided by the Red Cross / Red Crescent and stipulated in separate agreements, and dispose of all assets procured with the Federation funds (whether expendable or non-expendable) in accordance with the Federation's directions.

9. Force Majeure

- 9.1 If at any time during the course of this Agreement it becomes impossible for either Party to perform any or all of their obligations for reasons of Force Majeure, the Party affected by the Force Majeure shall give to the other Party notice and full particulars in writing of such occurrence.
- 9.2 The Parties shall consult on the appropriate action to be taken, which may include suspension or termination of this Agreement or the relief of the Party from such obligations as long as Force Majeure persists.
- 9.3 Force Majeure shall mean any event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents in whole or in material part the performance of the obligations under this Agreement. Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of State or, governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion.

10. Modification

No addition or modification of this Agreement shall be effective or binding on either Party unless agreed to in writing and executed by the respective duly authorised representatives of each Party.

Where either Party requests or proposes in writing such an addition or modification, the other Party shall respond without undue delay, but not later than thirty (30) days after the request or proposal has been received.



11. Notices

Any notice, request, demand, consent or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by telefax or by registered mail as follows:

If to the Federation, to:

The International Federation of Red Cross and Red Crescent Societies

Attn: Robert S. M. Fraser, Senior Officer, WASH in Development.

Address : 1 Route de Pré-Bois, 1214 Vernier, Switzerland

Email: robert.fraser@ifrc.org

Phone No: +41 (0)22 730 4416 | Fax +41 (0)22 730 4200 | Mob. +41 (0)79 217 3303

If to the Partner, to:

AAH-France

Attn: Dr Jean Lapègue, Senior Advisor WASH, Scientific and Technical Direction

Address: 14 – 16 Boulevardd Douaumont, CS 80060, F-75854 Paris Cedex, France

Email: jlapegue@actioncontrelafaim.org

Phone No: +33 67 617 7617 (mob) and +33 1 70 84 73 28

or to such addresses and fax numbers which the Parties may notify each other in writing.

12. Confidentiality

12.1 All business information acquired by either Party from the other as a result of this cooperation that may reasonably be considered confidential information or explicitly classified by either party as such, shall be kept confidential, unless explicitly agreed by the Parties.

12.2 The obligation of confidentiality set out in this Article shall survive the termination of this Agreement for a period of five (5) years.

13. Intellectual Property

13.1 Unless otherwise agreed in writing between the Parties, the Parties shall be jointly entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to any product or material which bears a direct relation to, or is made in consequence of, activities under this Agreement.

13.3 All Parties agree to take any action required for the protection of intellectual property rights as the case may be.

14. Liability

14.1 Each Party shall retain liability for the acts and omissions of their own staff members and agents.

14.2 Neither Party shall be liable to the other Party for any costs, damages and/or losses whatsoever incurred as a result of this Agreement or any project initiated as a result of this Agreement, except in case of breach of contract or gross negligence.



15. Dispute Resolution

15.1 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, that is not amicably settled by the Parties within one (1) month shall be settled by arbitration to the exclusion of the jurisdiction of local courts.

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

16. Governing Law

This Agreement shall be governed, construed, and enforced in accordance with the laws of Switzerland, without regard to its conflict of laws rules and principles.

17. Privileges and Immunities

Nothing contained in this Agreement shall constitute or be deemed a waiver, express or implied, of any of the privileges and immunities of the Federation.

18. Officials Not to Benefit

The Partner represents and warrants that no official of the Federation has been, or shall be, admitted by the Partner to any direct or indirect benefit arising from this Agreement or the conclusion thereof. The Partner agrees that breach of this provision is a breach of an essential term of this Agreement.

19. Final Provisions

19.1 Nothing in this Agreement shall be construed as creating a joint venture or legal partnership between the Parties. The employees, servants or agents of one Party shall not be considered to be an employee of the other Party.

19.2 The Parties will comply with the terms of this Agreement, and all applicable laws and regulations, which they shall make known to each other as and when appropriate.

19.3 This Agreement does not in any way exclude cooperation with other organisations or companies in the Parties respective spheres of expertise; on the contrary, the Parties pledge to actively seek the involvement of others in pursuit of the Program above.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their authorised representative as of the date of this Agreement.

SIGNED on behalf of International Federation of **SIGNED** on behalf of Action Against Hunger-



Red Cross and Red Crescent Societies

France

Signature

Jagan Chapagain

Under-Secretary General
Programmes and Operations

27 NOV. 2017
Date

Signature

Thomas Ribemont

President, AAH France

27/11/2017
Date



Annexes

Action Against Hunger Charter of principles

Action Against Hunger is a non-governmental, non-political, non-religious, non-profit organization. It was established in France in 1979 to deliver aid in countries throughout the world. The aim of Action Against Hunger is to save lives by combating hunger and diseases that threaten the lives of vulnerable children, women, and men. Action Against Hunger intervenes in the following situations:

- in natural or man-made disasters that threaten food security or that result in famine;
- in situations of social/economic breakdown, linked to internal or external circumstances that place groups of people in extremely vulnerable positions;
- in situations where survival depends on humanitarian aid

Action Against Hunger brings assistance either during the crisis itself through emergency interventions, or afterwards through rehabilitation and sustainable development programs. Action Against Hunger also intervenes to prevent certain high-risk situations. The goal of all Action Against Hunger programs is to enable beneficiaries to regain their autonomy and self-sufficiency as quickly as possible.

Charter of Principles

While carrying out its activities, Action Against Hunger respects the following principles:

Independence

Action Against Hunger acts according to its own principles so as to maintain its moral and financial independence. Action Against Hunger's actions are not defined in terms of domestic or foreign policies nor in the interest of any particular government.

Neutrality

A victim is a victim. Action Against Hunger maintains a strict political and religious neutrality. Nevertheless, Action Against Hunger may denounce human rights violations that it has witnessed as well as obstacles put in the way of its humanitarian action.

Non-discrimination

Action Against Hunger refutes all discrimination based on race, sex, ethnicity, religion, nationality, opinion or social class.

Free and direct access to victims

Action Against Hunger demands free access to victims and direct control of its programs. Action Against Hunger uses all means available to achieve these principles and will denounce and act against any obstacle preventing it from doing so. Action Against Hunger also verifies the allocation of its resources to ensure that the resources reach those individuals for whom they are destined. Under no circumstances can partners working together with or alongside Action Against Hunger become the ultimate beneficiaries of Action Against Hunger aid programs.

Professionalism

Action Against Hunger bases the conception, realization, management and assessment of its programs on professional standards and its years of experience to maximize its efficiency and the use of resources.

Transparency

Action Against Hunger is committed to respecting a policy of total transparency to beneficiaries, partners and donors and encourages the availability of information on the allocation and management of its funds. Action Against Hunger is also committed to providing guarantees of its good management.

All members of Action Against Hunger worldwide adhere to the principles of the charter and comply with them in their work.