MEMORANDUM OF UNDERSTANDING

Between

INTERNATIONAL FEDERATION OF RED CROSS AND RED CRESCENT SOCIETIES

and

OXFAM (GB)

I. Introduction and cooperation precedents

This Memorandum of Understanding (MOU) is between the International Federation of the Red Cross and Red Crescent Societies (IFRC) an international humanitarian organisation, headquartered in Geneva, Switzerland and Oxfam(GB), a registered charity in England and Wales, hereinafter referred to as Oxfam.

This MOU is intended to encourage and facilitate cooperative action between the two organizations in the area of water, sanitation and hygiene primarily in response to emergencies but also with potential areas of cooperation in developmental activities in the same field. It seeks to build on the recognized competencies of each organization and to establish operational modalities of cooperation, which result in 'value-added' elements to serving those in need.

Underlying this MOU is the recognition of the respective mandates and responsibilities of each organization.

The MOU builds on the positive experiences of Oxfam/IFRC cooperation in water, sanitation and hygiene promotion. The following are recent or ongoing examples included here for reference:

- Joint publishing/research in producing an 'Excreta Disposal in Emergencies' field manual and regular participation at the Inter-Agency WatSan Group
- 2004 Bam Earthquake, Iran, IFRC coordinated and supported actions in the field with Iran Red Crescent utilising equipment from Oxfam
- 2003 Panama. IFRC and Oxfam held a joint Water, Sanitation and Hygiene Promotion workshop.
- 2001 El Salvadore earthquake. Oxfam worked very closely with IFRC and handed over most of the emergency equipment imported to IFRC
- 1999 Belize. Oxfam seconded a public health engineer to the IFRC for 3 months to manage/advise IFRC's programme.

• 1998 Turkey earthquake, Oxfam provided water and shelter equipment plus expertise to assist the programme of the IFRC who coordinated field operations with the Turkish Red Crescent Society

II. Objective of Cooperation

The objective of this MOU is to strengthen Oxfam/IFRC cooperation in the provision of water supply, sanitation and hygiene promotion services in emergency situations around the world. Its scope includes preparedness planning, rapid response and support to the transition from emergency to development programming. Implementation of this MOU will help to reduce the vulnerability of women and children at risk of illness or death due to inadequate water supply and sanitation in unstable situations. This MOU seeks to improve timely and effective interventions by promoting synergies and greater coordination between Oxfam and IFRC.

III. Principles of Cooperation

Emergencies and situations of instability that threaten the lives and livelihoods of individuals and communities are increasingly frequent in many regions of the world. Large-scale complex emergencies such as the drought in southern Africa, the war and drought in Afghanistan and the crisis in Darfur are recent examples. The timely provision of clean water and safe sanitation in emergency situations is amongst the most critically important interventions to ensure the survival of children and their families. Emergency-affected people are highly susceptible to water and sanitation related diseases such as diarrhoea and cholera, which are often the primary cause of sickness and death.

The International Federation of Red Cross and Red Crescent Societies, in accordance with the Statutes of the Red Cross and Red Crescent Movement has for its general objective "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 promotion of peace in the world." Included among the Federation's Constitutional duties, are "to act as permanent body of liaison, coordination and study between the National Societies and to give them any assistance they might request; to bring relief by all available means to all disaster victims; to assist the National Societies in their disaster relief preparedness, in the organization of their relief actions and the relief operations themselves; to organize coordinate and direct international relief actions in accordance with the Principles and Rules adopted by the International Conference; to bring help to victims of armed conflicts in accordance with the agreements concluded with the International Committee [of the Red Cross]."

Through the well established International network of Red Cross and Red Crescent National Societies, the IFRC Secretariat in Geneva coordinates Water, Sanitation and Hygiene activities worldwide, presently active in this field in over 40 countries with 4 Regional WatSan capacities established in Central America (Panama), Southern Africa (Zimbabwe), Eastern Africa, Great Lakes and the Horn of Africa (Nairobi) and South-East Asia (Thailand).

The IFRC's Policy and general approach to Water, Sanitation and Hygiene in both the emergency and developmental contexts are detailed in the Water & Sanitation Policy document, adopted by the IFRC in 2003, and the basic principles of the Red Cross and Red Crescent Movement both of which forms annex A.

Oxfam is well known for its effective work in emergency situations, particularly for expertise in providing clean water, sanitation facilities and hygiene promotion. Oxfam uses a rights-based approach to fulfil its dual mandate of working with others to overcome both poverty and suffering. It is committed to achieving this through advocacy and development in over 70 countries worldwide, and through its responses to humanitarian disasters. In disaster situations Oxfam will provide assistance to populations experiencing an exceptional and widespread threat to life, health or basic subsistence, which is beyond the coping capacity of individuals and the community, wherever this may occur.

Many factors may be considered in determining Oxfam's response:

- scale and depth of the human suffering;
- potential impact on morbidity and mortality;
- an assessment of probable net benefit of intervention to the affected population (protection, and other factors);
- our capacity to respond (distinctive competence, staff, finance);
- nature of response from other agencies;
- staff Security;
- public expectation.

Oxfam aims to focus its humanitarian assistance on the most vulnerable groups within any population affected by natural or man-made disasters or from armed conflict. In a major emergency, the principle of The Right to Life takes precedence over others (as set out in the Red Cross and NGO code of conduct to which Oxfam is a signatory). Oxfam's humanitarian role and actions are independent and impartial and aid is prioritised according to need, regardless of race, creed or nationality. We will not use aid to further a particular political or religious standpoint, nor as an instrument of government foreign policy.

Oxfam's public health response to humanitarian emergencies is based on its proven competencies in public health assessment, hygiene promotion, public health engineering, food security and nutrition. Oxfam aims to carry out these activities in the most integrated manner possible while mainstreaming gender issues, HIV/AIDS and by using a protection approach across al of our programmes.

Oxfam is committed to both working towards internationally agreed standards, and codes including the Sphere Humanitarian Charter, and Minimum Standards in Disaster

Response¹, and also to promoting and modelling compliance to emerging consensus positions within the Humanitarian field (e.g. Sexual Exploitation, NGOs/Military etc). Oxfam is working to increase real accountability to beneficiaries, donors and to the public. Oxfam's internal operating principles are detailed in Annex B.

IV. Areas of Cooperation

Oxfam and IFRC will work together in the area of emergency water, sanitation and hygiene promotion in situations where each agency determines that cooperative programming will enhance the value and impact on vulnerable people. The cooperation may encompass the full emergency programming cycle, from preparedness planning, through implementation, to assessment and support to recovery and transition. The scope of the cooperation include the areas detailed below:

Joint assessments

Carry out joint assessments in water, sanitation and hygiene promotion where feasible and, if that is not possible, appropriate sharing of reports. Cooperative assessments may include field appraisals of emerging crisis situations, comprehensive assessments of complex emergencies, and sectoral vulnerability analyses.

Coordination in preparedness planning and response

Contribute to a coordinated response with clear delineation of responsibilities (e.g. for water and sanitation service provision, hygiene promotion and operation and management).

Provision of technical staff

In cases of limited country or regional capacity, both parties may contribute qualified technical staff to support their specific operations in water supply, sanitation or hygiene promotion in emergency situations. The appropriateness and form of such an arrangement will be determined on a case-by-case basis jointly by Oxfam and IFRC and will be subject to conditions described in Section V of this MOU.

Procurement of supplies and equipment

IFRC and Oxfam will consult on standard items and equipment kits for use in emergencies to promote compatibility, both across emergency programmes and with national norms and standards. The organizations will also share information on local and global suppliers. During emergency response (or earlier, for pre-positioning), supplies and equipment will be loaned or donated by each party as stock levels permit, to be determined on a case by case basis.

¹ The Sphere Humanitarian Charter and Minimum Standards in Disaster Response http://www.sphereproject.org/handbook

Both Oxfam and IFRC will continue to adhere to their respective rules and regulations governing tendering procedures, the use of pre-selected suppliers, the appropriateness of pre-packed kits and the use of local suppliers.

Knowledge sharing

Exchange of knowledge on programming experience, sector information, technologies and new approaches and policies on a regular basis, with a focus on issues specifically relevant to regular and emergency public health programmes. This may include joint actions in research and production of relevant publications.

Capacity building and training

Sharing of information and resources to improve emergency Public Health training programmes for national partners and for Oxfam and IFRC staff members including Red Cross and Red Crescent staff and volunteers, where appropriate, with a focus on improving preparedness planning and efficient response. May include the deployment of technical resource people and training facilitators from either agency as appropriate.

Monitoring and evaluation

Where joint programmes are carried, out both organisations will share baseline and monitoring data in a timely manner so that programme adjustments can be made when necessary.

V. Cooperation Modalities

Specific programmes of cooperation under the provisions of this MOU will be jointly agreed and developed on a case-by-case basis in countries and situations where both agencies determine that joint activities will benefit vulnerable populations. Programmes of cooperation may be carried out at the global, regional, national or sub-national level.

In the event of specific cooperation being planned or undertaken between Oxfam and individual Red Cross or Red Crescent National Societies, the IFRC should be informed of such arrangements in order to ensure a general oversight over the partnership and is available to facilitate these partnership as needed..

Cooperation will be in the areas described above, or in new areas jointly determined by Oxfam and IFRC. The form of cooperation may include:

- joint implementation of comprehensive emergency Public Health programmes;
- joint implementation of specific interventions;
- the secondment of technical expertise from one agency into the programme of the other agency;

- separate interventions within a programmatic umbrella that includes common objectives and monitoring and assessment systems;
- Joint training where appropriate leading from project/intervention design to implementation

The details of agreed collaborative efforts carried out under this MOU will be determined by a Project Cooperation Agreement (including a plan of action and budget) tailored to each specific situation, and subject to the provisions detailed below and throughout this MOU. A PCA may be negotiated and signed with HQ, regional offices or country offices.

Definition and development of joint programmes

Proposal for programmes and interventions under this MOU may be put forward by either Oxfam or IFRC. Both agencies must be in full agreement before any proposal is further developed. In all cases, programmes will be developed jointly by both agencies.

In all cases, Oxfam and IFRC will independently be responsible for deciding whether or not to intervene in an emergency situation, the form that the intervention takes, and whether or not to work jointly with the other party in that intervention.

Programme funding

This MOU does not commit financial resources from either party. Funding arrangements for specific programmes will be determined on a case-by-case basis. In situations where both agencies agree that financial support will be given, this support will be determined by the availability of funds and will be governed by a Project Cooperation Agreement.

Facilities

IFRC and Oxfam would operate from their respective bases, where both have established offices, even if collaborating on specific activities. In areas where one agency has an office and the other does not, facilities may be shared if deemed appropriate and feasible by both agencies.

Personnel and secondments

Any secondments of staff from either party to the other will be on the basis of mutually agreed parameters, including the type of assignment(s), personnel competencies required and time period envisaged. Details of any secondments would be worked out on a case-by-case basis and will be subject to availability and the ongoing staffing needs for each agency.

VI. General Conditions

The parties agree that each organization maintains the sole authority over their respective names, logos and emblems. Neither party is authorized under this MOU to make use of the other party's name, logo nor emblem except as separately agreed in writing by the Parties.

The parties agree that no public statement shall be issued by either party with respect to this MOU or the project initiated as a result of this MOU without the prior approval of the other party. It is agreed however that both organizations shall circulate this MOU within their own internal network of organizations, including the National Red Cross and Red Crescent Societies, and the national OXFAM organizations.

Each party remains solely liable of the acts or omissions of their own staff members and agents.

This MOU shall enter into force on on the date of its signature and shall be of indefinite duration. The MOU may be modified in writing at any time by mutual consent of the parties, and may also be terminated by either party upon 21 days' written notice.

The implementation of this MOU will be in compliance with the respective administrative and financial rules and procedures of IFRC and Oxfam and be subject to the availability of funds.

Nothing is this MOU shall affect the relations of either signatory to neither its Governing Body, nor the contractual relationship and administrative supervision of IFRC and Oxfam to their operational partners.

Signed on behalf of IFRC by:

Signed on behalf of Oxfam (GB)by:

Signature

Date

Signature

Date

Annex A

IFRC Core Principals

Annex B

Oxfam Programming Principles/Procedures in Emergencies

OXFAM'S PUBLIC HEALTH RESPONSE IN HUMANITARIAN EMERGENCIES

Oxfam's public health response to humanitarian emergencies is based on its proven competencies in public health assessment and health promotion, public health engineering, food security and nutrition and seeks to reduce the loss of life and suffering caused by:

- the destruction of livelihoods leading to inadequate nutrition
- the destruction of basic requirements to maintain health e.g. shelter, access to health care, the essentials for food preparation and domestic hygiene
- the emergence of unhealthy environments e.g. contamination of water, increase in vector breeding sites.

Oxfam's public health approach has the following characteristics:

It is based on an analysis of public health risks seeks epidemiological evidence and public health information for the management of an effective response. A public health response is based on an assessment of needs and the scale and severity of the situation. The impact of the response interventions of all participating agencies is monitored by comparing public health indicators such as morbidity, mortality and malnutrition rates, if available, with data from the pre-emergency situation. Proxy indicators and the views of the affected communities are also taken into account in measuring the specific impact of Oxfam's programmes.

It promotes co-ordination and collaboration with other national and international, governmental and non-governmental humanitarian agencies.

It aims to have the maximum impact on the health of the affected population through the integration of Oxfam's sectoral activities. Underpinning such an integrated approach is an understanding of the relationship between water and sanitation, food security and health. For example scarcity of water (drought) or excess (flooding), threaten all aspects of food security while illness due to lack of adequate water and sanitation prevents optimum usage of food consumed. Malnourished children are in turn more prone to ill health. Health promotion as part of an integrated response aims to mobilise the affected population to protect itself from public health risks and can help to involve the users in the provision of the services which are being made available to them.

It is dynamic and therefore responsive to different emergency contexts and may involve support and capacity building for partner organisations in preparedness or response or operational initiatives which are adapted to meet changing needs over time.

A public health response to a humanitarian emergency will commence with a multisectoral assessment of problems and risks resulting in proposals to implement any or all of the following activities to prevent and control the spread of disease:

- assistance with site planning and provision of shelter
- provision of sufficient quantities of clean water and adequate sanitation
- organisation of health promotion and community mobilisation to assist the affected population to protect itself from public health risks
- distribution of items essential for the maintenance of health e.g. blankets and clothes, hygiene kits, water containers
- Nutritional Surveillance
- Food scarcity monitoring
- distribution of food, seeds and tools, support for feeding centres
- control of vectors through spraying, distribution of bednets and traps, organisation of solid waste disposal and waste water drainage
- The integration of HIV prevention work in programme targeting high risk communities.
- support for health infrastructure through the rehabilitation of water and sanitation facilities
- monitoring of public health indicators

Oxfam has a firm commitment to ensure that the public health assessment is conducted and analysed in the context of existing gender roles and social relations, and their relevance to current risk, vulnerability and mitigation of disaster effects. In addition, Oxfam adheres firmly to the Minimum Standards set out in the Sphere Charter.

Oxfam believes that the impact of an emergency public health programme can be maximised if the response is also supported by effective advocacy and communication strategies (see Oxfam's Public Health Policy in Humanitarian Emergencies, Feb.1999)