– INFORMAL TRANSLATION –– Only the original French version is authentic –

SPECIFIC AGREEMENT

Between

The FRENCH RED CROSS

and

PIROI-MEMBER NATIONAL SOCIETIES (NS)

Comoros Red Crescent Malagasy Red Cross Society Mauritius Red Cross Society Mozambique Red Cross Society Red Cross Society of Seychelles Tanzania Red Cross Society

and

THE INTERNATIONAL FEDERATION OF RED CROSS AND RED CRESCENT SOCIETIES (IFRC)

and

THE INTERNATIONAL COMMITTEE OF THE RED CROSS (ICRC)

Regional Cooperation for Disaster Risk Management (DRM)

in the south-west Indian Ocean

1. General framework

Having regard to the *Saint-Denis Agreement* signed in Reunion Island on 2 April 2000 between the International Federation of Red Cross and Red Crescent Societies, hereinafter referred to as the "IFRC"; the International Committee of the Red Cross, hereinafter referred to as the "ICRC"; the Red Cross and Red Crescent National Societies (NS) of the south-west Indian Ocean (Comoros, Madagascar, Mauritius, Seychelles, France), wishing to organise their cooperation in the field of disaster preparedness and response by creating the Indian Ocean Regional Intervention Platform (PIROI), and the French Red Cross (FRC)

Having regard to the *Memorandum of Understanding* signed on 18 April 2003 and revised on 17 January 2008, between the IFRC, the ICRC and the Red Cross and Red Crescent National Societies of the south-west Indian Ocean aimed at clarifying the roles and responsibilities of the National Societies involved in the regional disaster preparedness and response programme

Having regard to the *Agreements on membership* of the PIROI programme signed by Mozambique Red Cross Society and Tanzania Red Cross Society on 9 July 2009, thereby including both these National Societies as PIROI-member partners

Having regard to the *Cooperation Agreement* signed on 8 November 2012 between the IFRC and the FRC, recognising PIROI as an IFRC tool for disaster risk management in the south-west Indian Ocean

Having regard to the *Declarations of Intent* signed by PIROI-member partners in 2011, 2013, 2015, 2017, 2019, 2022 and 2024, renewing the mandate of the FRC as coordinator of the regional programme and approving the PIROI 2017-2020 Plan of Action and 2021-2025 Strategic Framework

Having regard to the creation of the *PIROI Center*, the French Red Cross's Regional Centre for Expertise, Training and Innovation dedicated to disaster risk management and climate change adaptation, which enables the development of new services and facilitates networking between the region's DRM stakeholders

Having regard to the IFRC's pan-African 'Red Ready' initiative, which focuses on strengthening disaster operations management, coordination and accountability through localisation and practical implementation of the outcomes set out in National Society development strategies

The French Red Cross, PIROI-member National Societies, IFRC, and ICRC hereby agree to review the roles and responsibilities of each signatory pursuant to the terms and conditions of this Agreement:

2. Signatories' roles and responsibilities

1. Regional programme development and implementation

The French Red Cross, hereinafter referred to as the "FRC", through its Indian Ocean Regional Intervention Platform, hereinafter referred to as "PIROI", coordinates the development, implementation, monitoring, and evaluation of the regional disaster risk management (DRM) programme in the south-west Indian Ocean, in partnership with the IFRC, ICRC and PIROI-member National Societies.

The IFRC mobilises the technical support required to implement the regional programme and ensure the Agreement's application at national, regional and international levels.

The PIROI-member NSs mobilise the necessary resources to implement the regional programme within their own structures. This includes systems and procedures, infrastructure, recruiting volunteers and staff, and coordinating with key stakeholders. They also ensure the application of this Agreement within their respective countries.

2.2 <u>Developing and implementing National Societies' annual DRM plans</u>

As part of their annual planning, NSs take into account national DRM strategies and collaborate with relevant government authorities, UN entities, and any other pertinent DRM stakeholders.

The IFRC supports the development of NSs' annual plans, in cooperation with the Partner National Societies (PNS) and, ensure that all DRM programmes supported by other PNSs adhere to the terms and conditions of this Agreement and the regional programme.

If an IFRC, ICRC or FRC delegation is present in any of the countries or at regional level, all DRM programmes and activities undertaken will comply with the terms and conditions of this Agreement and the regional programme without overriding the PIROI-member National Societies rights to cooperate bilaterally/multilaterally within or outside the International Red Cross and Red Crescent Movement (Movement) with any entity within its mandate and in respect of the 7 Fundamental Principles.

The ICRC will offer assistance to the PIROI-member National Societies, FRC and IFRC in their activities. In situations of armed conflict or internal strife and their direct results, the ICRC will exercise its conventional or statutory mandate and will work with the Movement to facilitate collective action in accordance with the Seville Agreement 2.0. In the event of a disaster requiring response from Movement partners, the ICRC will continue to provide support within the scope of its mandate.

2.3 Coordination with authorities and DRM stakeholders

In their respective countries, National Societies, as auxiliaries of the public authorities, maintain privileged relations with national institutions and other key DRM entities, including United Nations agencies, national and international NGOs, civil society organisations, etc. In this capacity, they facilitate the implementation of regional programme activities, working closely with ICRC and IFRC delegations.

Furthermore, this Agreement prioritises relations with intergovernmental bodies, such as the Indian Ocean Commission (IOC), the Indian Ocean Rim Association (IORA), and the Southern African Development Community (SADC).

2.4 Networking and knowledge sharing

Networking and the exchange of information and experience among PIROI-member partners, as well as more widely within the Movement, help build the capacities of PIROI-member National Societies but also, more generally, of NSs in Africa.

Looking beyond the Movement, the PIROI Center facilitates the mobilisation of diverse institutional and technical partners, fostering collaboration and knowledge sharing to enhance the implementation and visibility of the regional programme.

3. Sectors of cooperation within the regional programme

The main areas of cooperation under the regional programme are:

3.1 <u>Disaster risk reduction</u>

Preventing and preparing communities for risks related to natural hazards and health crises is of fundamental importance. Special attention is given to risk education in schools, with a particular focus on youth. Experience sharing among National Societies promotes development of a culture of risk awareness.

Particular consideration is given to jointly addressing and mitigating the effects of climate change, a key driver of disaster risk. At the national and sub-regional level, the IFRC, the FRC through PIROI, and National Societies support national governments and the Indian Ocean Commission in reaching their Paris Agreement Commitments and in implementing National Climate Adaptation Plans. Specific focus will be given to climate change adaptation, climate change risk mitigation, climate-smart disaster risk reduction, tree-planting and care, research, public awareness and community engagement around climate change risk in the West-Indian Ocean.

Existing IFRC policies and guidelines, approved by all members, will be implemented in this field.

3.2 Disaster preparedness

Building the operational capacity of National Societies includes actions such as regularly updating contingency plans; ongoing training of response teams at local (BDRT), national (NDRT), and regional (Surge, Rapid Response) levels; pre-positioning of pooled and standardised stocks managed by the FRC through PIROI and hosted by NSs. Regional-level anticipatory action is strengthened by the use of forecasts. Technical meetings are held every year to identify lessons learned, share best practices, and review National Societies' annual preparedness plans.

3.3 <u>Disaster law and the role as an auxiliary</u>

Robust national legal frameworks are essential for the effective performance of humanitarian organisations' activities at all stages of the DRM cycle. The IFRC, in collaboration with the FRC through PIROI, will advocate at regional level and support National Societies at national level in this regard.

Further recognising the critical role of National Societies in supporting the implementation of key Disaster Risk Management cycle activities, the Parties will work together to assist NSs in strengthening their role as an auxiliary by engaging in advocacy as well as legislative and policy development processes. In addition, the IFRC, in collaboration with the FRC through PIROI, will support Movement partners seeking to cooperate with the National Societies in their respective countries.

3.4 <u>Emergency response</u>

The Movement's emergency response to a natural disaster or health crisis coordination is guided by the principles and rules governing Red Cross and Red Crescent humanitarian relief, as well as the Standard Operating Procedures (SOPs) validated by PIROI members in 2024. At national level, the coordination is led by the relevant National Society, supported by the IFRC and PNSs.

The National Society is responsible for conducting initial assessments, developing a plan of action, and implementing response in the field, with the support of the Movement. According to needs, the IFRC activates its global response mechanisms – such as deploying specialised Rapid Response personnel or Emergency Response Units (ERUs), mobilising the Disaster Response Emergency Fund (DREF), or launching an Emergency Appeal (EA) – as the request of the relevant National Society and in consultation with the FRC and PNSs. Where existing, the activation must comply with the NS procedures and local legislation.

If there is a collective response by the Movement, the ICRC will be asked to contribute.

3.5 Replenishment of pre-positioned stocks

In order to maintain regional capacity, emergency stocks must be replenished as swiftly as possible. Through PIROI, the FRC can centralise the replenishment of all mobilised stocks, prioritising items that meet IFRC minimum standards when they are available. Replenishments will be supported by resources mobilised from the operating National Societies, the IFRC – possibly via DREFs and emergency appeals – and the PNSs, including the FRC.

3.6 Evaluation of emergency operations

Evaluations are carried out in order to draw on lessons learned, replicate best practices, and review contingency plans at regional, national and local levels. Evaluations may be conducted internally by National Societies with support from the FRC through PIROI and IFRC, or by external consultants.

3.7 Research and innovation

Through PIROI the FRC fosters stronger connections with the research community by leveraging the Movement's network of research and reference centres and cooperating with other specialist stakeholders. The FRC, through PIROI, also promotes the integration of innovative methods and tools by means of partnerships with the private sector, specifically aimed at enhancing the effectiveness of regional programme activities.

3.8 Training

Training for DRM stakeholders are developed through partnerships with established training institutions. The FRC's PIROI Center acts as a standard-setting training hub for disaster risk management stakeholders. Some of the PIROI Center's training may be also delivered directly in partner countries, in conjunction with the National Societies.

3.9 Logistics supply

The PIROI Center acts as a regional logistics supply hub for the Movement and DRM stakeholders. In this context, supply and storage services are available to both Movement members and to external partners such as civil protection bodies, NGOs, and UN agencies operating in the region.

In addition to the sectors mentioned in this Agreement, other areas of cooperation may be taken into consideration and incorporated into the regional programme as appropriate.

4. Funding and reporting

4.1 <u>Funding</u>

The FRC is tasked with identifying potential funding agencies and submitting funding proposals as part of the implementation of the regional programme. Research may also be conducted in the region's countries, for example with French Cooperation Missions and Embassies. In this case, the steps taken are closely coordinated with the National Societies of the countries concerned.

The IFRC and ICRC contribute to funding specific aspects of the programme, particularly through the National Societies' annual plans and at regional level.

During emergency operations, the FRC, through PIROI, may provide material resources (prepositioned stocks and/or purchased supplies) and human resources (staff and/or volunteers) at the request of a National Society and/or the IFRC. These may be funded by the disaster response emergency fund and/or emergency appeals when such tools have been mobilised by the IFRC.

The National Societies undertake to support fundraising efforts for the implementation of programme-related activities.

4.2 Reports

The FRC through PIROI is responsible for preparing narrative and financial reports detailing the programme's implementation and the use of funds granted by funding agencies. These reports are made available to all signatories of this Agreement.

The National Societies are required to submit financial and narrative reports on the activities undertaken as part of the regional programme within their own countries. These latter reports are appended to the FRC's reports to funding agencies.

5. Monitoring and evaluation

The FRC through PIROI conducts periodic evaluations of the regional programme in consultation with other PIROI-member partners. Funding agencies may impose terms of reference for the evaluation of certain targeted activities. The evaluation elements will be taken into account in the specific agreements signed with project partners.

Coordination meetings are held with the support and in the presence of all Agreement signatories, in particular at the PIROI-member partners' meeting organised every 2 years. If deemed necessary, further meetings can be organised whenever the situation requires and these can be held anywhere the parties see fit or online.

6. Visibility

The Parties maintain sole authority over their respective names, emblems and logos in accordance with the applicable international and national law and their respective rules and regulations. Neither Party may, under this Agreement, make use of the name or emblem of the other Party, unless a separate agreement to this effect has been concluded in writing between them.

The FRC ensures the visibility of the various PIROI-member partners in implementing the regional disaster risk management (DRM) programme in the south-west Indian Ocean.

PIROI-member partners promote the visibility of the regional programme and associated funding agencies within the context of their respective activities.

7. **Privileges and immunities**

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

Entry into force 8.

This Agreement enters into force on the date of its signature by all parties.

Amendment and termination 9.

This Agreement may only be modified by a written amendment signed by all parties.

Any dispute arising out of the application or interpretation of this Agreement or pertaining to the management of programmes and projects covered by it shall be settled by negotiation, or failing that, by mediation, to the exclusion of any other means of settlement. In the event of mediation, the mediator will be appointed by mutual agreement of the parties.

This Agreement may be terminated by either party at any time, provided that a minimum of three months' prior notice is given in the event of non-compliance with the agreed terms. In this case, the parties undertake to complete any ongoing programmes and projects in accordance with the contractual provisions. However, the Agreement may be terminated immediately without notice or completion of the programmes and projects in the event of force majeure, or of particularly serious misconduct that jeopardises the programme's viability and breaches the parties' trust.

This Agreement shall remain in effect for 6 years from the date it is signed by all parties.

Signed at Saint-Denis, Reunion Island, on November 21st, 2024,

For Comoros Red Crescent For the French Red Cross For Malagasy Red Cross Society For Mauritius Red Cross Society For Mozambique Red Cross Society For Red Cross Society of Seychelles For Tanzania Red Cross Society For the International Federation of Red Cross and Red Crescent Societies - IFRC For the International Committee of the Red Cross - ICRC