MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS ECONOMIC AND SOCIAL COMMISSION
FOR ASIA AND THE PACIFIC
AND
THE INTERNATIONAL FEDERATION OF
RED CROSS AND RED CRESCENT SOCIETIES

Article 1: Introduction

1. The United Nations Economic and Social Commission for Asia and the Pacific (ESCAP) and the International Federation of Red Cross and Red Crescent Societies (IFRC) reaffirm their desire to work together in areas of mutual interest through the present Memorandum of Understanding (MoU).

Whereas ESCAP is the regional development arm of the United Nations for the Asia-Pacific region, it is committed to a resilient Asia and the Pacific founded on shared prosperity, social equity, and sustainability, and its vision is to be the most comprehensive multilateral platform for promoting cooperation among member States to achieve inclusive and sustainable economic and social development in Asia and the Pacific;

Whereas the IFRC is an international humanitarian organization whose general object is, in conformity with the Fundamental Principles of the International Red Cross and Red Crescent Movement, to inspire, encourage, facilitate and promote at all times all forms of humanitarian activities by National Societies with a view to preventing and alleviating human suffering and thereby contributing to the maintenance and promotion of human dignity and peace in the world;

Noting that IFRC has permanent observer status at UNESCAP and recognizing the particular role that Red Cross and Red Crescent National Societies have as auxiliaries to their governments;

Article 2: Purpose of ESCAP - IFRC Cooperation

2. As both ESCAP and IFRC (collectively known as the “Parties”) have been established with mandates to alleviate human suffering and find solutions to sustainable development challenges and both have common goals in their commitment to the Sustainable Development Goals, the humanitarian principles, enhancing the
effectiveness of development efforts, in respect to disaster risk reduction, health, social development and the environment but also digitalization, as a primary goal, ESCAP and IFRC plan to work together on the following thematic areas:

(a) Climate Action (including raising ambitions in the Nationally Determined Contributions and joint events at the UNFCCC Climate Talks);

(b) Road safety (including data, law enforcement, road safety management, international cooperation, and knowledge sharing);

(c) Disaster risk management (including disaster risk reduction, preparedness, anticipatory action, response, recovery and risk assessment);

(d) Strengthened legal frameworks for disaster response including to health-related emergencies;

(e) Ecosystem-based solutions for building community resilience, including for people in vulnerable situations (ageing, disability and gender and social inclusion);

(f) Building inclusive societies and promoting a culture of prevention, including through increased civic engagement and gender equity and through the reduction of vulnerabilities of people and communities;

(g) Supporting ESCAP member States through the Red Cross and Red Crescent National Societies in their auxiliary roles to their governments.

Article 3. General Principles for ESCAP – IFRC Cooperation

3. The Parties will be guided by the following general principles:

1. ESCAP and IFRC will focus on shared strategic and operational priorities within their mandates and resources; and

2. ESCAP and IFRC will use the comparative advantages and strengths of each entity in the delivery of results.

Article 4. Focus of ESCAP – IFRC Joint Activities

4. The priority areas for joint activities would include those listed in the Appendix to this MoU, which may be amended from time to time with the mutual written consent of the Parties.

Article 5. Focal Points for Management of the MoU

5. The Parties agree to designate as focal points for the activities under this MoU:

(a) For ESCAP: Director, Information and Communications Technology and Disaster Risk Reduction Division

(b) For IFRC: Permanent Observer of IFRC to ESCAP
Article 6. Intellectual Property

6.1 In the event that the Parties foresee that intellectual property that can be protected shall be created in relation to any activity to be carried out under this MoU, the Parties shall negotiate and agree on the terms of its ownership and use in a separate agreement.

6.2 The intellectual property rights over original content provided by each Party under this MoU shall remain with the original contributor unless otherwise agreed in writing.

Article 7. Reciprocal Invitations

7. The Parties recognize that appropriate representation is important for the purpose of joint positioning and advocacy. They agree that invitations to meetings, conferences, seminars and workshops relevant to cooperation in the priority areas set out in the Appendix to this MoU will be sent, where appropriate.

Article 8. Monitoring and Reporting of the MoU

8.1 The Focal Points of both Parties shall consult with one another, prepare, and submit to the executive heads of both Parties joint progress reports on the status of implementation of the cooperation activities, including an assessment of results achieved.

8.2 The Parties recognize that it is important to convene at least annual consultations to review what is being planned, what is being implemented, and what is being achieved in terms of results as well as to discuss new challenges, opportunities and problems. They agree to hold such consultations periodically as required and at the midpoint and the end of the term of this MoU.

Article 9. Acknowledgements and Use of Institutional Emblems

9.1 Neither Party has the authority, express or implied, to make any public statement on behalf of other Party and all press releases issued in relation to this MoU shall be approved in writing in advance by the Parties before being issued.

9.2 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 MoU to make use of the other Party’s name, emblem or logo, except as separately agreed in writing by the Parties.

Article 10. Final Provisions

10.1 This MoU may be amended by mutual written consent of the Parties.

10.2 This MoU may be terminated by either Party on six months’ notice in writing.
10.3 Nothing in this MoU is intended to be a waiver, expressly or implied of the privileges and immunities of the United Nations, ESCAP, and its subsidiary offices.

10.4 Nothing contained in this MoU shall constitute or be deemed a waiver, express or implied, of any of the privileges or immunities of the International Federation of Red Cross and Red Crescent Societies.

10.5 In no event shall this MoU or any amendment hereto operate to create financial, administrative or legal obligations on the part of either Party, nor does it prevent the parties from pursuing the objectives set forth in this MoU on their own or with other third parties.

10.6 The Parties commit themselves to settling by good faith negotiation any dispute or controversy arising out of the implementation and/or the interpretation of the present MoU. Should attempts at settlement by negotiation fail, the dispute shall be submitted to arbitration following procedures to be agreed by both Parties.

10.7 Any specific activities under this MoU will be subject to terms jointly agreed between the Parties in a project document or written agreement.

10.8 The term of this MoU will commence upon signature of the last signing Party, it being understood that where it is subject to ratification, it shall enter into force on the date on which the Party concerned has given written notification to the other Party that ratification has taken place, and will terminate on 31 August 2027.

For the United Nations Economic and Social Commission for Asia and the Pacific

Armida Salsiah Alisjahbana
Under-Secretary-General of the United Nations and Executive Secretary of ESCAP

Place: Bangkok, Thailand
Date: 12 September 2022

For the International Federation of Red Cross and Red Crescent Societies

Jagan Chapagain
Secretary General of the International Federation of Red Cross and Red Crescent Societies

Place: Geneva, Switzerland
Date: 12 September 2022
APPENDIX

Priority Activities for ESCAP - IFRC Cooperation

1. Mutual support in conferences, report drafting and launching, workshops, training events or development of guidance of training tools as appropriate to promote the dissemination, implementation and strengthening of the areas mentioned in the purpose of this MoU. Such support can include involvement in the planning of the Asia Pacific Dialogue Platform on Anticipatory Action, as well as technical guidance on Anticipatory Action support documents related to risk analysis, forecasting, and implementation.

2. Collaboration in knowledge and data management in the form of contributions to respective initiatives of the Parties where mandates intersect, such as ESCAP’s work on disaster risk data governance, climate change related statistics, and civil registration and vital statistics as they relate to displacement and inclusion;

3. Strengthening awareness-raising and public education;

4. Strengthening the content and implementation of domestic legal and policy frameworks;

5. Sharing lessons learned and best practices;

6. Building the capacity of domestic institutions;

7. Promoting the engagement of civil society (including National Red Cross and Red Crescent Societies), youth and communities;

8. Contributing to regional working groups chaired by one of the Parties, such as the Asia Pacific Technical Working Group on Anticipatory Action and ESCAP’s Committee on Disaster Risk Reduction;

9. Strengthening collaboration via the Anticipation Hub; and

10. Cooperating in global and regional policy advocacy.