

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ASSOCIATION OF SOUTHEAST ASIAN
NATIONS AND THE INTERNATIONAL FEDERATION OF
THE RED CROSS AND RED CRESCENT SOCIETIES ON
THE STRENGTHENING OF COMMUNITY RESILIENCE IN
SOUTHEAST ASIA**

The Association of Southeast Asian Nations (ASEAN), and the International Federation of the Red Cross and Red Crescent Societies (IFRC) (hereinafter are referred to singularly as the “Participant” and collectively as the “Participants”),

CONSIDERING ASEAN is an inter-governmental organisation whose purposes, as embodied in the ASEAN Charter, are, among others, to accelerate economic growth, social and cultural progress, strengthen peaceful communities and promote regional peace, security and stability through abiding respect for justice and the rule of law, and upholding the United Nations Charter and international law, including international humanitarian law;

CONSIDERING ALSO the IFRC is a membership organization headquartered in Geneva and is the world’s largest humanitarian network comprising and governed by its 192 Red Cross and Red Crescent national society members, whose 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;

NOTING the entry into force of the ASEAN Agreement on Disaster Management and Emergency Response (AADMER) on 24 December 2009 which outlines the obligation of ASEAN

Member States to undertake cooperation activities in order to increase preparedness and mitigate disasters;

CONSCIOUS of the Fundamental Principles of the International Red Cross and Red Crescent Movement – humanity, impartiality, neutrality, independence, volunteerism, unity and universality – as key guides to humanitarian activities in favour of vulnerable people and to protect their lives and dignity;

BEING AWARE of the role of the ASEAN Committee on Disaster Management (ACDM) and the ASEAN Coordinating Centre for Humanitarian Assistance on disaster management (AHA Centre) to pursue regional cooperation on disaster management via the ASEAN Agreement on Disaster Management and Emergency Response (AADMER), which outlines the commitment of ASEAN Members States;

NOTING the focus of the IFRC on promoting community resilience at the global level through its One Billion Coalition for Resilience initiative, its long expertise in disaster management and disaster risk reduction, and its extensive network of youth volunteers in ASEAN Member States; and

RECOGNISING the existing cooperation, and the need to work closer and in a more coordinated way to contribute to the fulfilment of the objectives of the Participants,

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

PARAGRAPH 1 OBJECTIVES

This Memorandum of Understanding (hereinafter referred to as the "MOU") provides the scope and main areas of cooperation between the IFRC and ASEAN on matters of mutual interest in supporting, consistently with and subject to their respective mandates, priorities and resources, the strengthening of community resilience at regional, national and local levels in the ASEAN region.

PARAGRAPH 2 GENERAL PRINCIPLES OF COOPERATION

1. The Participants will act in a spirit of close cooperation through regular consultations on matters of common interest based on prioritised issues and programmes, including joint initiatives.
2. ASEAN may be invited, in accordance with IFRC procedures, to take part as an observer in conferences organised by the IFRC or National Societies, and may be invited to take part in seminars, technical meetings and other events as convened under IFRC leadership whenever issues of mutual interest are discussed.
3. The IFRC may be invited, in accordance with ASEAN procedures and established practices, to undertake discussions and consultations with ASEAN relevant bodies to work on areas of cooperation. The IFRC may also be invited to take part in conferences, workshops and other events convened under ASEAN auspices, during which matters of mutual interest are discussed.

4. The Participants may decide to convene, under joint auspices, workshops, training activities, conferences, specific technical agreements or other events on matters of mutual interest in accordance with separate procedures to be decided in each specific case. If conferences or other meetings convened by one of the Participants require the cooperation and specific participation of the other, the extent of such cooperation will be decided by the Participants through separate mutually agreed arrangements.

PARAGRAPH 3 PRINCIPLES FOR JOINT INITIATIVES

The Participants may decide to jointly implement projects that are of common interest in accordance with this MOU and, subject to their respective laws, rules and regulations. In such a case, the Participants will jointly decide on the form and structure of each Participant's involvement including possible financial commitments as well as any necessary follow-up action.

PARAGRAPH 4 AREAS OF TECHNICAL COOPERATION AND KEY PRIORITIES

1. The Participants will endeavor to cooperate to strengthen community resilience in ASEAN in the following areas of:

- (a) disaster management;
- (b) disaster risk reduction;
- (c) disaster law;
- (d) health in emergencies;
- (e) disaster relief and emergency response;

- (f) gender;
- (g) youth;
- (h) climate change; and
- (i) any other areas as may be jointly decided upon by the Participants.

2. The Participants will endeavor to convene joint consultations once a year to evaluate the activities agreed by both Participants and explore ways to further and deepen cooperation in the future.

PARAGRAPH 5 IMPLEMENTATION AND EVALUATION

1. This MOU will be reviewed every 5 (five) years. Where possible, a joint assessment could be undertaken to assess the results achieved from the cooperation.

2. The implementation of this MOU will be coordinated on behalf of ASEAN, by the ASEAN Committee on Disaster Management (ACDM), the ASEAN Secretariat, and the AHA Centre, and on behalf of the IFRC, by the IFRC Country Cluster Support Delegation for Indonesia and Timor Leste and Representative to ASEAN.

PARAGRAPH 6 PUBLIC REPRESENTATION

No public statement will be issued by either Participant with respect to this MOU or the projects and activities initiated as a result of this MOU, without prior written approval by the other Participant.

**PARAGRAPH 7
PUBLICATION OF REPORTS**

Any joint activity reports or papers will, as much as possible, be published in a collaborative manner. In case this is not feasible, either Participant may publish such reports on its own or in collaboration with others, subject to written approval by the other Participant. Such publication will be shared with the other Participant prior to publication and give due recognition to the contribution of the other Participant. In case of objections to such publication, or disagreement in relation to content, such independent publication will not be permitted.

**PARAGRAPH 8
INTELLECTUAL PROPERTY**

1. The use of the name, logo and/or official emblem of the Participant on any publication, document and/or paper is prohibited without its prior written approval.
2. The intellectual property rights in respect of any technological development, products and services development, carried out:
 - (a) jointly by the Participant or research results obtained through the joint activity effort of the Participant, will be jointly owned by the Participants in accordance with the terms to be mutually agreed upon; and
 - (b) solely and separately by the Participant or the research results obtained through the sole and separate effort of the Participant, shall be solely owned by the Participant concerned.

3. The Participants agree that the provisions of this Paragraph continue to be binding between the Participants notwithstanding the termination of this MOU.

PARAGRAPH 9 CONFIDENTIALITY

1. Each Participant shall observe the confidentiality and secrecy of documents, information and other data received from or supplied by the other Participant during the period of the implementation of this MOU or any other arrangements made pursuant to this MOU, except to the extent authorised in written form to do so by the Participant providing it.

2. The Participants agree that the provisions of this Paragraph will continue to be binding between the Participants notwithstanding the termination of this MOU.

PARAGRAPH 10 DISPUTE SETTLEMENT

Any dispute or differences arising out of the interpretation and/or implementation and/or application of any of the provisions of this MOU shall be settled amicably through consultation and/or negotiation between the Participants through agreed channels without reference to any third party or international tribunal.

**PARAGRAPH 11
PRIVILEGES AND IMMUNITIES**

Nothing in or related to this MOU will be deemed to constitute any waiver, express or implied, of the immunities, privileges, exemptions and facilities enjoyed by either Participant under international or domestic law.

**PARAGRAPH 12
GENERAL PROVISIONS**

1. IFRC will carry out all activities under this MOU in accordance with the Constitution of the IFRC, the Fundamental Principles of the International Red Cross and Red Crescent Movement, the Code of Conduct for the International Red Cross Red Crescent Movement and NGOs in Disaster Relief, the IFRC rules and policies, and all relevant domestic and international laws, rules, and regulations, including those of ASEAN Member States.

2. ASEAN will carry out all activities under this MOU in accordance with the ASEAN Charter, including its purposes and principles, and ASEAN internal rules and regulations.

**PARAGRAPH 13
EFFECT OF MEMORANDUM OF UNDERSTANDING**

Except as otherwise provided, this MOU serves only as a record of the Participants' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international laws and will not give rise to any legal process and will not be deemed to constitute or create

any legally binding or enforceable obligations, express or implied.

**PARAGRAPH 14
REVISION, MODIFICATION AND AMENDMENT**

1. Either Participant may request in writing a revision, modification or amendment of any or all parts of the MOU.
2. Any revision, modification or amendment agreed to by the Participants will be reduced into writing and will form part of the MOU.
3. Such revision, modification or amendment will come into force on such date as may be determined by the Participants.
4. Any revision, modification or amendment will not prejudice benefits and commitments arising from or based on the MOU before and up to the date of such revision, modification or amendment.

**PARAGRAPH 15
FINAL PROVISION**

1. This MOU will come into effect, following its signature, on the date on which the IFRC provides written notification to ASEAN that ratification by the IFRC's Governing Board has been completed, and will remain effective for a period of five (5) years. Thereafter, this MOU may be extended upon mutual agreement of the Participants.
2. This MOU may be terminated earlier by either of the Participants by giving a three month written notice in advance to the other Participant. Such termination will not affect the

implementation of ongoing programmes, or programmes which have been agreed upon prior to the date of termination.

SIGNED at Bali, Indonesia, on this Twenty-Fifth day of May in the Year Two Thousand and Twenty-Two, in duplicate, in the English Language.