



International Federation
of Red Cross and Red Crescent Societies



RED CRESCENT
OF KAZAKHSTAN



ЦЧССРБ
CESDRR

Memorandum of Understanding

Between

the International Federation of Red Cross and Red Crescent Societies

and

the Red Crescent Society of the Republic of Kazakhstan

and

the Red Crescent National Society of the Kyrgyz Republic

and

the Center for Emergency Situations and Disaster Risk Reduction

regarding cooperation in the area of

Disaster Preparedness and Response

This Memorandum of Understanding ("MoU") is made between the International Federation of Red Cross and Red Crescent Societies (IFRC), the international humanitarian organisation with its headquarters in Geneva, Switzerland

And

the Public Association "Red Crescent Society of the Republic of Kazakhstan" (RCS RK),
and

the Red Crescent National Society of the Kyrgyz Republic (RCSK),

non-governmental organizations being independent auxiliaries to their governments in the humanitarian field;

And

The Center for Emergency Situations and Disaster Risk Reduction (CESDRR), the intergovernmental body, the international organisation, created by the Governments of the Republic of Kazakhstan and the Kyrgyz Republic (hereinafter referred to as "the Parties"),

Whereas the Parties recognizing the need for cooperation and coordination in prevention, preparedness, mitigation, response, and recovery from man-made technological emergencies and natural disasters;

Recognizing the need for improved mechanisms of communication and cooperation between the Parties during times of emergencies in the Republic of Kazakhstan and the Kyrgyz Republic;

Recalling the provisions of the key legal instruments on disaster management at regional and national levels as specified in Annex I to this MoU;

Recognizing the role of the IFRC and the CESDRR as international organizations in disaster prevention and response, and the unique role of the RCS RK and the RCSK play in their respective countries in disaster prevention and response

Following the call of the Sendai Framework for Disaster Risk Reduction 2015-2030 to ensure engagement and ownership of the action by all stakeholders, and to strengthen accountability in disaster risk reduction,

Have agreed as follows:

ARTICLE 1. Cooperation Areas

The Parties will cooperate in disaster preparedness, response, recovery and mitigation of disasters. To this end, the Parties may cooperate in the following areas of mutual interest:

- a) Development of techniques and methods increasing the Parties capacities in emergency preparedness, response, recovery and mitigation of natural and man-made technological disasters.
- b) Promotion of IFRC-wide tools and knowledge in disaster and crises response, preparedness and contingency planning, disaster needs assessment, relief recovery planning.
- c) Establishment of formal mechanisms for timely and direct communication of: information on natural and man-made technological emergencies or disasters occurring on their territories; requests for, and offers of, assistance between the Parties; more coordinated response to natural and man-made technological emergencies or disasters in third countries; and sharing of received information from the States' emergency services, the United Nations Office for the Coordination of Humanitarian Affairs (OCHA), and other relevant international bodies, provided such information is not restricted under any confidentiality or data protection law obligations of Parties to this MoU.
- d) Establishment and maintenance of partnerships at the international and regional level on legal preparedness for disasters, and collaboration between the Parties and with other partners to assist governments in strengthening their domestic legal frameworks for disaster risk management.

Cooperation in the above areas will be based on principles of equality, reciprocity, and mutual benefit and will be aimed at solving common problems and improving the Parties' emergency preparedness and relief operations in cases of disasters.

Any activity undertaken and carried out by the Parties shall be consistent with the legislation of both states and the Fundamental Principles of the Red Cross and Red Crescent Movement.

ARTICLE II. Scope of Joint Activities

Cooperation under this MoU may involve, where relevant and where resources allow:

- a) Exchange of information, technology, and assessment methodologies as well as joint collaboration of specialists of each Party in disaster response and preparedness;
- b) Joint planning and participation in conferences, seminars, workshops, and exercises such as emergency simulations, as well as joint planning and development of research and demonstration projects;
- c) Possibility to use the CESDRR conference hall without charge for meetings for seminars and conferences organized by the Parties on disaster preparedness and response;
- d) Mutual attendance of meetings and conferences organised by any Party to this MoU that is relevant to disaster preparedness and response when they are not considered internal or confidential by the organizing party;
- e) Regular consultations and exchange of information on matters of mutual interest relating to Disaster Law, previously known as the International Disaster Response

Laws, Rules and Principles (IDRL), including emerging best practices and norms of Disaster Law;

- f) Development of joint advocacy approaches to states, regional organizations and international organizations regarding regulatory issues in international disaster response;
- g) Development of geographic information systems, data bases, and inventories applicable to the subject matter of this MoU;
- h) Publication of printed materials, reports, and case studies;
- i) and Such other natural and man-made technological emergency related activities as may be mutually agreed by the Parties.

Parties recognise that all activities carried out pursuant to this MoU must be consistent with the Fundamental Principles of the International Red Cross and Red Crescent Movement, applicable internal rules and policies of each Party as well as applicable national and international laws and regulations.

ARTICLE III. Cooperation with Other Partners

The Parties will encourage, as appropriate, cooperation with government authorities and with interested international and non-governmental organizations involved in the areas applicable to this MoU.

ARTICLE IV. Joint Committee

To implement this MoU, the Parties will establish a Joint Committee on Cooperation in Disaster Prevention and Response (hereinafter referred to as "the Joint Committee"). The Parties will establish procedures for the operation of the Joint Committee and will appoint cooperation focal points thereof by mutual agreement. The Joint Committee will plan and coordinate cooperative activities under this MoU and review progress of such activities subject to Article VII d) of this MoU.

ARTICLE V. Focal Points

With a view to coordinating efforts to implement this MoU, each Party will designate, through an exchange of correspondence and as soon as this MoU is signed one or more cooperation focal points. Any replacement or long-term substitution of a designated focal point will be notified to the other Parties.

ARTICLE VI. Term and Modification

- a) This MoU will commence at the signature of the parties and will remain in force for an initial term of 3 (three) years. The MoU will automatically extend for a further period of 3 (three) years at the lapse of each term, provided no notice of termination has been issued under Article VI. b)
- b) This MoU may be terminated at any time by mutual consent of the Parties in writing, or by giving 3 (three) months' written notification by one Party to the other Parties.
- c) This MoU is written in Russian and English in eight copies, two copies for each Party. In the event of any dispute relating to the interpretation of this MoU, the English language version of the MoU shall prevail.
- d) Modifications to this agreement shall be made by mutual consent of the parties in writing.

ARTICLE VII. Rights and Obligations

- a) This MoU does not create any legally binding rights or obligations for any Party.

- b) The MoU does not bind the parties to undertake activities considered under the MoU. The development of activities under this MoU shall be subject to availability of resources and funding.
- c) This MoU in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- d) Any project or activity to be undertaken by Parties to this MoU shall agree to the terms and conditions of financing and role and responsibility of each party in writing through a separate project agreement/s where financial commitments are to be made.
- e) No public statement will be issued by any Party to this MoU with respect to this MoU or the projects initiated as a result of this MoU without the specific written authorization of the Parties to this MoU.

ARTICLE VIII. Dispute Resolution

Any dispute arising between the Parties with respect to the interpretation or implementation of this MoU will be settled amicably between the parties.

ARTICLE IX. Immunities and Privileges

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

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the date of signature below.

FOR: **International Federation of Red Cross and Red Crescent Societies**

Baylar Talibov, IFRC Representative in Tajikistan, Kazakhstan and Kyrgyzstan

FOR: **Public Association "Red Crescent Society of the Republic of Kazakhstan"**

Yerkebek Agrymbayev, President

FOR : **Red Crescent National Society of the Kyrgyz Republic**

Azamat Baialinov, President

FOR : **Center for Emergency Situations and Disaster Risk Reduction**

Valery Petrov, Director

Signed in Almaty, 18 January 2017