



The Sphere Project

***The Sphere Project
Humanitarian Charter and Minimum Standards in Disaster
Response***

Companionship Agreement

Between:

**The Inter-Agency Network for Education in Emergencies
c/o the International Rescue Committee
122 East 42nd Street, New York, NY 10168 USA**

And

**The Sphere Project
hosted by the International Federation of Red Cross and Red Crescent societies
Box 372, 1211 Geneva 19, Switzerland**

Concerning formally recognising the INEE Minimum Standards as Companion Standards to the Sphere Project, Humanitarian Charter and Minimum Standards in Disaster Response.

This Companionship Agreement ("this CA") is entered into by the Inter-Agency Network for Education in Emergencies ("INEE") and the Sphere Project represented by the International Federation of Red Cross and Red Crescent Societies, in the capacity of a host ("IFRC")

WHEREAS, the Sphere Project was launched in 1997 by a group of humanitarian NGOs and the Red Cross and Red Crescent Movement with the purpose of improving the quality and accountability of humanitarian assistance. The Sphere Project is hosted by the International Federation of Red Cross and Red Crescent Societies, in Geneva, Switzerland

WHEREAS, INEE was created in 2000 at the World Education Forum in Dakar as a global open network of non-governmental organizations, UN agencies, donors, practitioners, researchers and individuals from affected populations working

together within a humanitarian and development framework to ensure the right to education in emergencies and post-crisis reconstruction.

WHEREAS, the Parties have agreed to build and maintain a formal relationship between them whereby the INEE Minimum Standards for Education in Emergencies, Chronic Crises and Early Reconstruction ("INEE Minimum Standards") will be formally recognised as "companion" Standards to the Sphere Project Minimum Standards in Disaster Response to ensure that affected populations and those who support them will have access to the best possible information and guidance on education.

AND WHEREAS, the Parties have agreed to set out the nature of their relationship and to:

- (a) Work together on the basis of mutual trust, cooperation and partnership in order to obtain the best possible outcome for their relationship;
- (b) Comply with all national and international laws and regulations,
- (c) Keep each other informed of all activities or circumstances pertaining to this CA and immediately notify other Parties, in writing, as soon as a Party is made aware of any technical difficulties or failure to comply with agreed terms of this CA;

Both Parties agreed on the following:

1 Term

This CA shall be operative from the date of signature for a period of **three years**, and can be extended by mutual agreement of the Parties in writing.

2 Objective and Scope

The objective of this CA is to outline the roles and responsibilities of the Parties in managing their relationship. The Parties record their understanding that they shall each be solely responsible for any costs and expenses that they may incur in the course of performing their responsibilities under this CA.

3 Focal Points

- (a) All Parties shall identify a Focal Point for the purposes of implementing this CA, for facilitating the flow of information between the parties and for discussing additional operational arrangements not specifically included in this CA.
- (b) The Parties shall notify one another as soon as possible should the person designated as their Focal Point change.

- (c) The Focal Points, or their designates, will liaise with one another regularly for the purposes described in article 3(a) above.
- (d) The persons set out below are designated as the Focal Points for the Parties:
 - i. For IFRC: Alison Joyner, Sphere Project Manager
 - ii. For INEE: Allison Anderson, INEE Director

4. Companionship Recognition (*Branding*)

- Handbook/Publication

While The Sphere Project Handbook and that of INEE Minimum Standards will remain stand-alone publications, with their own recognizable identity, certain elements of the publication will clearly demonstrate the formal relationship between the Parties:

- (a) The INEE Minimum Standards Handbook, while having a separate cover, will maintain similar colours (orange and blue) to the Sphere Project Handbook and the size of the publication will be the same as the Sphere Project, i.e. A5 size.
- (b) An icon depicting education, compatible with those used in the Sphere Project Handbook, shall be included on the cover of INEE Minimum Standards Handbook. The Sphere Project will use this same icon when promoting the relationship with the INEE Minimum Standards.
- (c) A statement highlighting the formal relationship between The Sphere Project and INEE, completed with the Sphere logo, shall be included on the cover of the INEE Minimum Standards Handbook that reads:

"The Sphere Project recognizes the INEE Minimum Standards for Education in Emergencies, Chronic Crises and Early Reconstruction as Companion Standards to the Sphere Project Humanitarian Charter and Minimum Standards in Disaster Response"

- (d) These modifications will take place during the next revision or subsequent reprint of the INEE Minimum Standards Handbook. In the meanwhile, Parties agreed to develop a flyer describing the relationship that will be put inside each of the publications.

- Website

- Clear statements on the front pages of both Parties websites about the formal relationship will be added including appropriate references and links. The icon depicting the sector/theme of education will be used as well.

- Others

- Generally, both The Sphere Project and INEE will ensure that the formal relationship statement is present in all official communications channels/tools whether through eNewsletters, emails, official letters, posters, flyers, brochures, etc.

5. Content of the Handbooks/publications

- (a) Clear statements about the formal relationship will be added by both Parties during the next revision within the Introduction of each publication (and on the back cover for the Sphere Project Handbook as well).
- (b) Guidance pertaining to the INEE Minimum Standards will be mainstreamed throughout the core chapters of the Sphere Project Handbook and vice-versa to include references wherever relevant during the next revision of both publications.

6. Training and capacity-building activities

- (a) Formalization of training linkages: dedication of a block/module in all training events implemented by either The Sphere Project and/or INEE describing the other parties' core messages.
- (b) Inclusion of a link to the respective training programs/materials on the websites of The Sphere Project and INEE.
- (c) The Sphere Project office and that of the INEE Secretariat should be in contact with each other in advance of each training event to give the opportunity to propose a trainer/initiative representative to lead the relevant session during the training event as well as give time for handbooks and other relevant materials to be made available.

7. Advocacy, promotion and communication

- (a) When a Sphere Project or an INEE Minimum Standards Handbook is ordered, it will be possible to check a box to get the other 'companion' Handbook as well. Both Parties will also offer a link for ordering the other's Handbook on their respective websites.
- (b) Mutual participation in themed workshops and in other consultations/fora held by either The Sphere Project or INEE to promote Quality and Accountability will be encouraged.
- (c) Newsletters – The Sphere Project office and that of the INEE Secretariat will liaise with each other bi-yearly to include a paragraph update on the implementation process of each in the respective newsletter/information update.
- (d) Listserv – Training and other relevant information will be shared between the Listserves as appropriate

8. Coordination/ Representation mechanisms

- (a) Regular email/phone communications will be maintained between the Sphere Project office in Geneva and the secretariat office of INEE, for regular updating and sharing of information of mutual benefit.
- (b) A regular coordination meeting, potentially every 6 months, between the Sphere Project Manager and the director of INEE will be envisaged. Such meetings may be face-to-face or through the phone.
- (c) In addition to increased secretariat engagement, there should also be increased interaction at the governance level, such that a Sphere Project Board representative should be invited to attend relevant sessions of the governance meeting of INEE and vice-versa at regular intervals, but at least once every 12 months.

8. Renewal/Termination

The duration of this CA is **three years** unless there is a new revision of the 'companion' to be published, in which case renewal would be effected at that time. If content does not change during the 3 years period, renewal would be determined on the basis of the initiative and/or the publication remaining active, relevant and generally adopted by agencies and organizations within the sector.

Any Party may terminate this CA by providing the other parties with **3 months'** prior notice in writing. Any Party may terminate its involvement in this relationship and its obligations under this CA with immediate effect in the event of:

- (a) a material breach by any other party which has not been resolved within 10 days following written notice of such a breach; or
- (b) an act or omission by any other party that brings the terminating party or its name into dispute or disrepute in any way whatsoever.

9. Dispute Resolution

The Parties shall try to settle amicably, through direct negotiations through a Peer Group, any dispute, controversy or claim arising out of or relating to this CA. If these negotiations are unsuccessful, the matter shall be settled by arbitration, to the exclusion of national jurisdiction, in accordance with the UNCITRAL Arbitration Rules as at present in force. There shall be one arbitrator appointed by mutual agreement of the parties. The parties agree to be bound by any arbitration award rendered in accordance with this paragraph as final adjudication of any such claim or controversy. The place of arbitration shall be Geneva and the language of arbitration shall be English.

In case the conflict is not resolved, a termination of this CA should be envisaged where all formal indications of the relationship should be removed for both Parties, as practically as is possible. Costs involved should be absorbed by both Parties respectively.


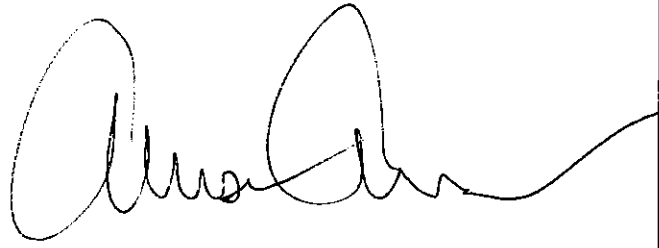
10. Final provisions

- (a) The provisions of this CA may only be amended with the mutual written consent of the Parties.
- (b) This CA shall not be construed in any way as a legal partnership or joint venture between any of the Parties. No Focal Point appointed by a party shall be considered in any respect to be the employee or agent of any of the other Parties. And no party shall accept any liability for the acts or omissions of any other party or its officers, directors, employees, or agents.

(c) No party may incur any cost, expense or liability in respect of the other Party without that other Party's prior written consent.

(d) Nothing in or relating to this CA shall constitute or be deemed to waiver, express or implied of any of the privileges and immunities of the International Federation.

IN WITNESS WHEREOF the duly authorised representatives of the Parties.

<p>On behalf of IFRC,</p>  Alison Joyner, Sphere Project Manager Date: 23/10/08	<p>On behalf of INEE ,</p>  Allison Anderson, INEE Director Date: 10/23/08
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