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**MEMORANDUM OF UNDERSTANDING**

**between the**

**International Federation of Red Cross and Red Crescent Societies, IFRC**

**and the**

**International Amateur Radio Union, IARU,**

**on**

**Cooperation in Emergency  
Telecommunications for Disaster Preparedness and Response**

WHEREAS The International Amateur Radio Union (hereinafter referred to as "IARU") having its seat located at Newington, CT 06131-0905, P.O. Box 310905, United States, is an international Non-Governmental Organization which has as its objectives the protection, promotion, and advancement of the Amateur and Amateur-Satellite Services within the framework of regulations established by the International Telecommunication Union and serves as the federation of national Amateur Radio Societies;

WHEREAS the International Federation of Red Cross and Red Crescent Societies (hereinafter referred to as the "IFRC") having its headquarters located at Geneva Switzerland, is an international humanitarian organization with a membership of 186 national red cross and red crescent societies recognized as auxiliaries to the public authorities in the humanitarian field. IFRC, having as its mission to improve the lives of vulnerable people by mobilizing the power of humanity, provides assistance without discrimination as to nationality, race, religious beliefs, class or political opinions :

CONSIDERING that IARU's work contributes to disaster management and, in the event of an emergency, IARU can devote the full resources of its network to help maintain vital communications so first responders and critical personnel can manage the crisis;

CONSIDERING FURTHER that members of the Amateur Service have significant competencies in radio and their equipment is already deployed on the ground and is easy to mobilize for disaster response for use especially in the immediate aftermath of disasters;

RECALLING that National Member Societies of IARU are already cooperating with National Red Cross and Red Crescent Societies in a number of countries;

RECOGNIZING the significant role of emergency telecommunication in disaster management and the mandate of IFRC, as set out in the Statutes of the International Red Cross and Red Crescent Movement, to assist its National Member Societies in their disaster relief preparedness and to coordinate international relief actions;

NOW THEREFORE, in recognition of the critical role that IFRC and IARU (hereinafter referred to collectively as the "Parties") play in disaster response/relief and the use of emergency telecommunication, the Parties have agreed to enter into this Memorandum of Understanding (hereinafter referred to as the "MoU") under the terms and conditions set out below.

### **Article 1 Objective and Legal Scope**

- 1.1 The objective of this MoU is to establish collaborative linkages between the Parties, in the area of emergency telecommunication, in accordance with their prevailing rules and regulations and on the basis of mutual benefit.
- 1.2 This MoU is a preliminary, non-binding statement of mutual intentions of the Parties. Any binding commitment or legal obligation with respect to the implementation of this MoU will require the execution of a separate and formal agreement between the Parties.

### **Article 2 Areas of Cooperation**

The areas of cooperation may include, but are not limited to, the following:

- 2.1 Promotion by the Parties of each other's activities related to disaster relief/response,
- 2.2 Organization of joint events to promote disaster preparedness,
- 2.3 Coordination during disaster relief activities,
- 2.4 Cooperation on training activities and exercises relating to the use of emergency telecommunications in the service of humanitarian assistance,
- 2.5 Implementation of joint projects to be defined from time to time in the future.

### **Article 3 Roles of the Parties**

- 3.1 In accordance with its mandate and its own Rules, Regulations and procedures, and where relevant and appropriate, IFRC's role includes:
  - 3.1.1 to implement joint projects/activities with IARU, based on project documents entered into by the Parties from time to time;
  - 3.1.2 to collaborate with IARU (either directly or in co-operation with its member National Societies) in its work with national telecommunications regulatory entities on matters related to use of amateur radio resources for disaster management and in particular in promoting the Tampere Convention;
  - 3.1.3 to inform its member National Societies of this MoU so that they might (if they so choose) collaborate with IARU on the use of radio amateur resources before, during and in the aftermath of disasters.;
  - 3.1.4 to inform its member National Societies of this MoU so that they might (if they so choose) establish and maintain cooperation with the respective National IARU Member Societies;

- 3.1.5 to inform its member National Societies of this agreement so that they might (if they so choose) implement telecommunications joint projects with IARU that will enhance their disaster preparedness and disaster relief activities;
- 3.2 In accordance with its mandate and its own Rules, Regulations and procedures, IARU's role includes:
- 3.2.1 to implement joint projects/activities with IFRC, based on project documents entered into by the Parties from time to time;
- 3.2.2 to share with IFRC information of operational and technical nature regarding emergency situations obtained through the Amateur Radio Service before, during and in the aftermath of disasters to allow the Parties to make informed decisions on sharing available resources;
- 3.2.3 to link IARU's websites on amateur radio emergency telecommunications to IFRC's websites on communications for disaster management;
- 3.2.4 to encourage its Member Societies and its regional organizations to establish and maintain cooperation with the respective IFRC member National Societies;
- 3.2.5 to support IFRC in matters related to the un-hindered use of telecommunications in support of its work on disaster preparedness and response, and in particular to promote the Tampere Convention.
- 3.2.6 To assist where possible IFRC and its member National Societies in maintaining an effective radio communications capability through activities such as training, installation, maintenance and operation of radio systems.

#### **Article 4 Additional Partners**

If at any time during the implementation of this MoU, it is agreed by the Parties that the association of a third party proposed by either of the Parties to this MoU will strengthen the process of achieving the objective of this MoU, then that/those third party(ies) may be formally associated with this MoU as mutually agreed.

#### **Article 5 Assignment or Transfer to Third Parties**

The role and responsibilities of the Parties under this MoU are not assignable or transferable except as provided herein. Any attempt to assign or transfer, including by operation of law, is void unless there is the prior written approval of both Parties.

#### **Article 6 Financial Obligations**

Financial obligations in carrying out the roles delineated in this MoU will be determined by the Parties through mutual consultation and formal agreement on a case by case basis, in accordance with the Rules, Regulations and procedures of each Party. This MoU does not impose any financial obligations on either Party in the absence of a separate formal agreement.

**Article 7**  
**Settlement of Disputes**

The Parties confirm that they will exercise good faith efforts to resolve any dispute between them arising from or in connection with this MoU through mutual negotiation and agreement.

**Article 8**  
**Entry into Force, Duration and Termination**

This MoU enters into force on the date of its signature by both Parties and remains in effect unless terminated by either Party with advance written notice to the other. It will terminate sixty (60) days after receipt of such notice. Notwithstanding its termination, the provisions of this MoU will survive to the extent necessary to permit an orderly settlement of accounts between the Parties and to bring ongoing activities to a proper close.

**Article 9**  
**Confidentiality**

Each Party agrees to treat with the utmost confidentiality all documents, information and/or data obtained in the course of the execution of this MoU and deemed confidential by the other Party.

**Article 10**  
**Use of Names and Logos**

Each party shall maintain full ownership and control over its name and logo. Any authorization to use the name or logo of the other party shall be given in writing and shall be explicit as to the context and scope.

**Article 11**  
**Amendments**

This MoU can be amended at any time by written agreement signed by the Parties, amendments entering into force sixty (60) days after their acceptance by both parties unless a date is determined in the agreement itself.

**Article 12**  
**Privileges, Immunities and Facilities of IFRC**

Nothing in this MoU may be interpreted or construed as a waiver, express or implied, of the privileges, immunities and facilities that IFRC enjoys by virtue of the international agreements and international and national laws applicable to it.

**Article 13**  
**Channel of Communication and Notice**

13.1 For the purpose of facilitating the implementation of the working arrangements to be established by the Parties in the framework of this MoU, the channel of communication for the Parties will be:

13.1.1 For IFRC:

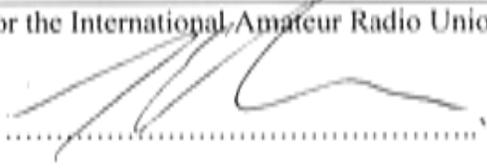
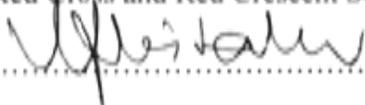
[ ] *Markku Niskala*  
International Federation of Red Cross and Red Crescent Societies  
P.O. Box 372  
CH-1211 Geneva 19  
Switzerland

13.1.2 For IARU:

Mr. David Sumner  
Secretary  
International Amateur Radio Union  
P.O. Box 310905  
Newington, CT 06131-0905  
United States

13.2 Either Party may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in this Article.

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized representative, have signed this MoU in two (2) originals in the English language.

<p>For the International Amateur Radio Union</p>  <p><b>Mr. Timothy St. J. Ellam</b> Vice President International Amateur Radio Union</p> <p>Place: <del>Geneva</del> <i>Friedrichshafen, Germany</i></p> <p>Date: <i>27 June 2008</i></p>	<p>For the International Federation of Red Cross and Red Crescent Societies</p>  <p>Mr. Markku Niskala Secretary General International Federation of Red Cross and Red Crescent Societies</p> <p>Place: <del>Geneva</del> <i>Friedrichshafen, Germany</i></p> <p>Date: <i>27 June 2008</i></p>
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