



The Sphere Project

INEE

Inter-Agency Network for Education in Emergencies
Réseau Inter-Agences pour l'Éducation en Situations d'Urgence
La Red Interagencial para la Educación en Situaciones de Emergencia
Rede Inter-Institucional para a Educação em Situação de Emergência
الشبكة المشتركة لوكالات التعليم في حالات الطوارئ

Companionship Agreement

Between:

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

And

**The International Federation of Red Cross and Red Crescent Societies (IFRC)
acting in its capacity of hosting agency for the Sphere Project
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 Humanitarian Response.

This Companionship Agreement ("CA") is entered into by the Inter-Agency Network for Education in Emergencies ("INEE") and IFRC as hosting agency of The Sphere Project ("The Sphere Project"), an independently funded project hosted at the International Federation of Red Cross and Red Crescent Societies.

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.

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, both Parties recognize that education in emergencies is a necessity that can be both life-sustaining and life-saving, providing physical, psychosocial and cognitive protection. Education in emergencies is an integral component of humanitarian aid alongside assistance in water and sanitation, health, nutrition, shelter and protection. The right to education is both a human right, which applies even in emergencies, and an enabling right, allowing people to exercise their other rights, such as the right to health and the right to life with dignity.

WHEREAS, the Parties have agreed to build and maintain a formal relationship between them whereby the *INEE Minimum Standards for Education: Preparedness, Response, Recovery* ("INEE Minimum Standards") will be formally recognised as "Companion" Standards to The Sphere Project Humanitarian Charter and Minimum Standards in Humanitarian Response to ensure that affected populations and those who support them will have access to the best possible information and guidance on education.

WHEREAS, this Agreement is a renewal of the original CA, signed on 23 October 2008 and Annex 1 is an integral part of this Agreement.

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 the other Party, 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 continuing on from the termination date of the previous CA and **until December 31, 2014**, 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) Both 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 (see also Appendix 1).
- (d) The persons set out below are designated as the Focal Points for the Parties:
 - i. For The Sphere Project: John Damerell, Sphere Project Manager
 - ii. For INEE: Lori Heninger, INEE Director

4. Companionship Recognition (*Branding*)

- Handbook/Publication

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

- (a) The INEE Minimum Standards Handbook, while having a separate cover, will be the same format, i.e. A5 size, and, where appropriate and feasible, maintain a similar style to the Sphere Project Handbook.

- (b) A statement highlighting the formal relationship between The Sphere Project and INEE, completed with the Sphere logo, shall be included on the back cover of the INEE Minimum Standards Handbook.

The Sphere Logo will precede the following text:

“The Sphere Project recognises the INEE Minimum Standards for Education: Preparedness, Response, Recovery as Companion Standards to The Sphere Project Humanitarian Charter and Minimum Standards in Humanitarian Response.”

This will be added at the time of the next reprint of the INEE Minimum Standards Handbook. The electronic Handbook versions (the English version and the official translations) will be amended as soon as possible, but no later than three months after signature of this CA .

- (c) Recognition of the companion relationship between the Sphere Handbook and its companion standards, including the INEE Minimum Standards, shall be referred to in an appropriate manner and place on the back cover of the Sphere Handbook, using the companions’ logos.

The text on the Sphere Handbook back cover will read: ***“The Sphere Handbook has a number of companion standards: INEE for education in emergencies, LEGS for livestock responses in emergencies, and SEEP for economic recovery. Sphere thus extends its scope in response to needs that have emerged within the humanitarian sector.”***

This will be added at the next reprint of the Sphere Handbook. The electronic Handbook versions (the English version and the four official translations) will be amended as soon as possible, but no later than three months after signature of this CA .

- (d) Reference to and explanation of the companion relationship between the Sphere Minimum Standards and the INEE Minimum Standards will be made in the appropriate manner and place within the text of the Sphere Handbook with the Parties’ prior written approval before printing and publication or release.
- (e) Both Parties agree to collaborate in the development of a flyer describing the relationship. The flyer may be used for promotion and information sharing on the CA at trainings or other events.

- Website

Both Parties will include information about the formal relationship on their respective websites as prominently and accessible as possible, given the specific website structures, and with appropriate references and links. The Sphere and INEE logos, as well as the Sphere icons and the icon depicting the education sector may be used as appropriate.

- Others

- (a) Both The Sphere Project and INEE will ensure that the formal relationship statement is present in all official communications channels/tools whether through e-Newsletters, emails, official letters, posters, flyers, brochures, etc., where relevant and appropriate.
- (b) The Sphere Project will use the INEE icon depicting education when promoting the relationship with the INEE Minimum Standards and for trainings. Equally, INEE will use the Sphere icons when promoting the relationship and for trainings. The icons may be adapted for this use.

5. Content of the Handbooks / Publications

- (a) Clear statements about the formal relationship will be added by both Parties during the next revisions within the introduction of each publication in addition to items indicated in article 4 “Companionship Recognition (Branding)” (above) if such revisions are undertaken during the duration of the CA.
- (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-development activities

- (a) Formalization of training linkages: all training events implemented by either The Sphere Project and/or INEE shall include a description of the other Parties’ background, origin and core messages either as a dedicated block/module or integrated within appropriate sessions.
- (b) Inclusion of a link to the respective training programs/materials on the websites of The Sphere Project and INEE.
- (c) As much as possible, the Sphere Project Office and the INEE Secretariat will 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 and when appropriate, as well as give time for Handbooks and other relevant materials to be made available.

7. Advocacy, promotion and communication

- (a) When a Sphere Handbook or an INEE Minimum Standards Handbook is ordered, the availability of the other ‘companion’ Handbook shall be promoted. Both Parties will offer a link on their respective websites for ordering the other’s Handbook.
- (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 the INEE Secretariat will liaise with each other regularly (and at least bi-yearly) to include a paragraph update on the implementation process of each in the respective newsletter/information updates.
- (d) Listserv_ – Training and other relevant non-confidential information will be shared between the Listservs as appropriate.

8. Coordination / Representation mechanisms

- (a) Regular email/phone communications will be maintained between the Sphere Project Office and the INEE Secretariat, for regular updating and sharing of information of mutual benefit (see also Appendix 1). Joint workplans are drawn up and reviewed every six months and shared with the governance level as needed.
- (b) Regular coordination between The Sphere Project Manager and the INEE Director will be determined. Such coordination may be face-to-face (as and when opportunities present themselves) or by telephone/Skype (see also Appendix 1).

- (c) In addition to increased Sphere Project-INEE Secretariat engagement, there should also be increased interaction at the governance level. Regular written updates on activities and progress on the implementation of this CA will be requested of and provided by The Sphere Project and INEE Secretariat for the respective governance meetings, where they will be a standing agenda item. In addition, and where feasible, a Sphere Project Board representative should be invited to attend the relevant sessions of the INEE governance meeting and vice-versa, ideally once every 12 months.
- (d) Additional coordination mechanisms may be established by mutual agreement.
- (e) Both Parties shall keep the other informed of changes or developments within the humanitarian sector that may impact on the other with respect to this Agreement.

9. Renewal/Termination

9.1. This CA shall be in force as of the last date of signature below until **December 31, 2014**. If content does not change during this period, renewal shall 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.

Either Party may terminate this CA by providing the other Party with **3 months'** prior notice in writing. Either 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 the other party which has not been resolved within 10 days following written notice of such a breach; or
- (b) an act or omission by the other party that brings the terminating party or its name into dispute or disrepute in any way whatsoever.

9.2. In the event that The Sphere Project will be no longer hosted by IFRC during the course of this Agreement, then at least three (3) months before the expiry date, IFRC shall advise INEE that the Sphere Project will either be moving to another host or will be closing down or will become a recognised entity in its own right or such other arrangements as are made by IFRC and the Sphere Project.

9.3. In the event that The Sphere Project moves to a new host, then IFRC will make all reasonable efforts to secure a smooth transfer of its rights and duties under this Agreement and shall make all necessary efforts to assign its rights to the new host. Notwithstanding the foregoing, IFRC cannot guarantee that any new host will continue to operate this Agreement according to the terms set out herein, and may terminate this Agreement with three (3) months written notice because it shall be up to The Sphere Project and INEE to reach an agreement with the new host.

9.4. In the event that The Sphere Project closes down IFRC will make all reasonable efforts to ensure that the affairs of The Sphere Project will be terminated with due care and attention, including this Agreement with three (3) months written notice.

9.5. In the event that The Sphere Project becomes a recognised entity in its own right, IFRC will make all reasonable efforts to secure a smooth transfer of its rights and duties under this Agreement and shall make all necessary assignments to the Sphere Project. Notwithstanding the foregoing, IFRC cannot guarantee that the Sphere Project will continue to operate this Agreement according to the terms set out herein and may terminate this Agreement with three (3) months written notice. It shall be up to The Sphere Project and INEE then to reach an agreement.

Appendix 1: Ongoing working relationship between The Sphere Project and INEE Secretariat

Given the variety of issues covered in this CA, the two Parties agree on the following ongoing working relationships:

1. **The Sphere Project Manager and the INEE Director** communicate every six months or more often if needed, to ensure coherence and consistency in the strategic vision of the CA and Sphere/INEE joint work.
2. **Sphere Project Senior Officer for Promotion and INEE Coordinator for Minimum Standards and Network Tools:** Regular interaction on a quarterly basis to determine joint programme needs and to ensure any joint work is moving forward as planned.
3. **The Sphere Project Senior Officer for Training and Learning and INEE Coordinator for Minimum Standards and Network Tools:** Regular interaction on a quarterly basis to determine joint programme needs and to ensure any joint work vis-à-vis trainings and capacity development is moving forward as planned.
4. **Sphere Project Senior Officer for Communications and INEE Coordinator for Knowledge Management and Partnerships:** Contact as needed regarding promotion of all relevant work and information, including within newsletters, listserv messages, bulletin, etc.