



ICRC



OPERATIONAL PROJECT AGREEMENT

between

The International Committee of the Red Cross

and

The Red Crescent Society of Azerbaijan

on

**The Collection of Ante Mortem Data on
Missing Persons in Relation to the Nagorny
Karabakh Conflict.**

1. Introduction

Considering that:

more than 10 years after the announcement of the ceasefire the fate of over 4,000 missing persons in relation to the Nagorny Karabakh conflict still remains to be elucidated;

in accordance with the 1949 Geneva Conventions and their Additional Protocols the responsibility to resolve the fate of missing persons lies with the Parties to the conflict, with as a consequence the right for families to know the fate of their loved ones;

the parties to the conflict have consistently asserted their desire to fulfil their obligation to clarify the fate of missing persons and assume their responsibility with regard to the right to know of the families;

the Commission on Prisoners of War, Hostages and Missing Persons has the mandate, as per the Azerbaijani legislation in force, under the Presidential decree of 18th July 2001 REF. N°536;

the 28th International Conference of the Red Cross and Red Crescent held in Geneva in December 2003 reaffirmed the need to increase efforts of governments, the military, and national and international organizations - including the worldwide Red Cross and Red Crescent network - in order to resolve the fate of missing persons;

the parties to the conflict have accepted in principle to work on the implementation of the *ICRC Memorandum on the Issue of the Missing Persons Following the Nagorny Karabakh Conflict*, submitted by the ICRC on 31 January 2005;

the authorities have accepted the support of the International Committee of the Red Cross (ICRC) in order to proceed with the collection of ante-mortem data as an indispensable step in the process of recovery and identification of human remains, which has to be set up as soon as possible by the parties to the conflict;

the Azerbaijani Red Crescent Society (AzRCS) has agreed, in line with its purely humanitarian role and with a strictly humanitarian purpose, with the support of the ICRC and in agreement with the Azerbaijani authorities, to implement the collection of AMD from the families of missing persons on the territory of the Republic of Azerbaijan;

the ICRC will be responsible for the overall organization and supervision and will provide technical support and expertise to the Project.

This Operational Project Agreement is concluded between the AzRCS and the ICRC on Ante-Mortem Data (AMD) collection of missing persons in relation to the Nagorny Karabakh Conflict (hereafter, the Conflict) on the territory of the Republic of Azerbaijan.

Throughout this Operational Project Agreement, the term 'Parties' shall be used and refers to the AzRCS and the ICRC.

The Parties conclude this Operational Project Agreement in accordance with the Fundamental Principles and the Statutes of the International Red Cross and Red Crescent Movement, as well as the Seville Agreement / Supplementary Measures, which are to serve as a reference.

In addition to the ongoing cooperation activities, the Parties join their forces and resources in order to address the issue of persons missing as a result of the conflict and to support the families concerned with a maximum of efficiency and impact for the affected civilian population.

1. Purpose

The purpose of this Agreement is to ensure a common understanding of the objectives of the AMD collection, and of how this Project must be implemented: resources, general working methods, coordination, roles and responsibilities of the AzRCS and of the ICRC.

A Plan of Action and the procedures to be followed and agreed upon by the AzRCS and the ICRC will complete this Operational Project Agreement and will be an integral part of it (see Annex I).

2. General description and objectives

The aim of the Project is to implement on the territory of the Republic of Azerbaijan a systematic collection of AMD related to missing persons in relation to the conflict to assist in the identification of missing persons and/or their remains.

The different phases of the Project comprise:

- Preparation, organisation and adequate training of the staff and volunteers in charge of the collection and of the management of the information
- Public information to the families and the communities
- Contact with all the families and systematic collection of the AMD
- Reporting
- Supervision and validation of the quality of the information collected

The project comes to an end once the AMD have been collected for all the missing persons reported before the beginning or during the collection.

In all their communication activities and in their contacts with the families of missing persons, the official term that will be used by the Parties to refer to AMD Collection will be "Detailed Data Collection".

3.1 General objective

The AzRCS, with the support of the ICRC, collects the personal data of persons who went missing in relation to the conflict. In this respect, the network of the AzRCS and its presence in the field is the most efficient method of reaching the families of the missing. Through this collaboration, the AzRCS gains specific knowledge on AMD collection and strengthens the visibility and activities of the AzRCS in all the regions of the country.

3.2 Specific objectives

1. Thanks to the technical and material support of the ICRC and its close collaboration with the AzRCS, the AzRCS has the capacity (including trained staff and tools) to conduct the AMD collection.
2. The resources of the Red Cross and Red Crescent Movement are used effectively and coordinated in an efficient manner between the Parties.

4. Coordination

- 4.1 The Parties attach particular importance to specific coordination in order to achieve a maximum of synergy and avoid waste of resources and duplication of efforts. They will strive in the most efficient manner to achieve the common objective, in the best interest of the beneficiaries.
- 4.2 The Parties shall conduct regular AMD Collection Coordination meetings before and during the collection to oversee the implementation of this Operational Project Agreement and to monitor activities, with a frequency to be defined by the Parties (see Annex II). The ICRC Regional Tracing Delegate and AMD Collection Coordinator will circulate short minutes of these meetings to all the concerned persons for proper follow-up.
- 4.3 The Parties shall conduct monthly meetings in Baku or Barda with the AzRCS team collectors following the start of the AMD collection. The meetings shall be attended, in particular, by all the AMD team collectors (see Annex II), and will serve as a forum to oversee the implementation of the collection, centralize all the AMD questionnaires filled out in the field by the AMD team collectors, and review the team collectors' plans of action.
- 4.4 Communication to the press can only be conducted in close cooperation between the Parties and under the leadership of the ICRC.
 - Press releases related to the project will include a defined minimal standard of information and will be held in close cooperation with the ICRC.
 - Press conferences related to this project will only be held in close cooperation with the ICRC.

5. Responsibilities of the AzRCS

The AzRCS, with the support of the ICRC, has the responsibility to ensure the implementation of the AMD collection. The AzRCS will work in close cooperation with the ICRC as follows:

- 5.1 Assign functional responsibility for the implementation of this Operational Project Agreement to the AzRCS Secretary General in coordination with the AzRCS AMD Collection Coordinator.
- 5.2 Implement the Operational Project Agreement according to the agreed-upon terms of this Agreement and in accordance with the Plan of Action and the agreed procedures (see Annexes I-VI).
- 5.3 Make readily available the relevant departments and personnel of the AzRCS at HQ and Branch level so that the assigned focal persons, that include but not limited to the AMD Coordinator, Head of Information, Head of Dissemination, Head of Tracing, ensure the efficient implementation of the different phases of the Project.

- 5.4 Provide local inputs, AzRCS volunteers and other support facilities, according to the requirements of the Project, as agreed during coordination meetings (see Annex II).
- *Definition of AMD team collectors:* are defined as AzRCS volunteers active on the territory previously defined and covering a part or an entire region of Azerbaijan (see Annex II). AMD team collectors will work in pairs in all regions of Azerbaijan monitored by ICRC staff and AMD Collection Coordinator.
- 5.5 Ensure that all associated staff and volunteers working within the framework of this Project are working according to the relevant provisions as per the State laws in force.
- 5.6 Participate in the media promotion in close cooperation with the ICRC and ensure public information to the local communities and the families on the Project and on the issue of the Missing (see Annex III).
- As part of their dissemination activities, regional centres and local branches will actively disseminate the AMD Collection in their communities to ensure that those concerned are sensitized and have an opportunity to be included in the process.
 - The AzRCS will ensure the distribution of the promotional materials provided by the ICRC.
- 5.7 With the support of the ICRC, the AzRCS participate in the training of the collectors.
- 5.8 Ensure that the collection and the handling of AMD is conducted in a manner consistent with the accepted principles of data protection and confidentiality as outlined at the International Conference on the Missing held in Geneva in February 2003, as follows:
- "Personal data" means any information relating to an identified or identifiable individual. Such data shall be collected and processed fairly and lawfully with the consent of the individual, except where inappropriate. The collection and processing of personal data shall be limited to that which is necessary for the purpose identified at the time of collection, or beforehand. Personal data should be protected by security safeguards appropriate to the sensitivity of the information. Personal data may not be used, disclosed or transferred for purposes other than those for which they were collected without the consent of the person concerned, except if required by a substantial public interest or for the protection of the vital interests of the person concerned or of others.*
- 5.9 Ensure that the data collected throughout the period of this Operational Project Agreement will be transmitted to the ICRC in a timely manner and that the confidentiality of data is respected. Ensure that no copies are made of the data collected.
- 5.10 Ensure the production and submission of weekly/ monthly narratives and statistical reports on the collection of AMD in the framework of this Project, within one week at the end of each month and/or quarter, to be shared with the ICRC in the format agreed upon by all Parties.

- 5.11 Participate in an Evaluation of the Project at the conclusion of the Operational Project Agreement in accordance with the format and process to be agreed by all Parties.
- 5.12 Guarantee to the ICRC full access to documentation, personnel and premises related to this joint Project for the purpose of monitoring and enhancing the exchange of information and feedback.

6. Responsibilities of the ICRC

The ICRC is responsible for the general coordination of the planning and of the implementation of this Project, in close cooperation and full transparency with the AzRCS. More specifically, the ICRC will:

- 6.1 Assign functional responsibility for the implementation of this Operational Project Agreement to the Protection Coordinator in coordination with the Regional Tracing Delegate in Azerbaijan.
- 6.2 Ensure the initial training of the AMD collectors and provide additional training when and where deemed necessary. Provide a manual for the AMD collectors, which will serve as a support to the abovementioned training and as a reference handbook for the work of the AMD team collectors in the field.
- 6.3 Provide guidelines and technical assistance to the AzRCS in the form of proposed planning, organization and working procedures (see Annexes I-VI).
- 6.4 Provide the necessary financial means in the framework of a mutually agreed upon Plan of Action and budget (see Annex I).
- 6.5 With the AzRCS AMD Collection Coordinator, ensure monitoring and quality control of the AMD collection throughout the collection process.
- 6.6 With the AMD Collection Coordinator, provide training, supervision and validation to ensure the regular collection of properly filled out AMD questionnaires from the field.
- 6.7 Produce the defined communications materials and make them readily available to the AzRCS for distribution.
 - The ICRC Communication Responsible will support the AzRCS Head of Information and Head of Dissemination with guidelines and technical advice.
- 6.8 Organize the handover of the completed AMD questionnaires to the Commission for Prisoners of War, Hostages and Missing Persons (Commission) in a manner agreed upon in a separate Framework Agreement between the ICRC and the Commission. The latter shall be responsible for storing and managing the questionnaires.

7. Financial management

Financial management will comply with the principle of accountability described in Annex II of: Principles and Rules for Red Cross and Red Crescent Disaster Relief

(26th International Conference of the Red Cross and Red Crescent), which is to be considered as an integral part of this Agreement.

- 7.1 All funds related to this Project will be transferred by the ICRC to the bank account specifically opened by the AzRCS for ICRC transactions.
- 7.2 Working advances of funds will be made on a monthly basis. They will be based on a detailed plan of action and budget for each following period to be covered, previously discussed and approved by the ICRC and the AzRCS. All expenses must be in line with the approved budget.
- 7.3 Before any new working advances are transferred, the previous advance must be fully accounted for through a short narrative and financial report on the previous period, including the corresponding (bank) reconciliation statements. Exceptionally, and in order not to interrupt the activities in the field, at the beginning of the new month the ICRC may consider the transfer of 60% of the working advance for the given month. The remaining 40% will be transferred to the AzRCS, after the AzRCS has fully accounted for the expenditures of the previous month. However, expenses shall not remain outstanding for a period of more than two weeks. Where this is the case, an explanation of ongoing activities must be provided.
- 7.4 AMD team collectors will be released from other duties during specified training periods and will commit themselves to attend the entire training. Team collectors remain employees or volunteers of the AzRCS and the ICRC's financial support does not represent any employment relation with the ICRC.
- 7.5 Training Program
The ICRC shall be responsible for the costs of training for the AMD team collectors in accordance with the specified objectives and the approved Plan of Action (see Annexes I, IV, V). The ICRC will make readily available its expert staff (Forensic Advisor, Psychologist Advisor, Tracing Delegate and other ICRC staff) for the duration of the trainings.
- 7.6 AMD Collection
The ICRC shall be responsible for payment of an agreed upon incentive per properly completed Ante Mortem Data Questionnaire that will be paid to the collectors through the AzRCS Headquarters. The payment will be done only after revision and acceptance of the concerned AMD form (see Annex IV).
- 7.7 AMD Collection Coordinator Salary
The ICRC will contribute to the salary of the AzRCS AMD Collection Coordinator up to a total of 300 AZN per month. A performance bonus will be considered depending on the AMD Collection Coordinator's overall performance achievement at the end of the year and as per his/ her job description (see Annex VI).
- 7.8 The ICRC shall reimburse the cost, upon reception of justified expenditure (invoice, receipt), of an agreed upon amount of basic supplies for the family members during the collection (see Annex IV).

8. Personnel Management

- 8.1 It is the entire responsibility of the AzRCS to hire, manage and pay staff and/or volunteers working for the implementation of the activities of this Operational Project Agreement. The ICRC will be readily available for consultation and advice.

National Society takes into consideration the total costs of personnel that are to be involved in the implementation of the activities. The respective responsibility for the coverage of such costs are agreed between the Parties and reflected in the budget accordingly.

- 8.2 All payments for personnel costs made by the ICRC in the framework of this Agreement are considered as reimbursements to the AzRCS.
- 8.3 AzRCS staff members cannot claim to receive a direct payment from the ICRC.
- 8.4 When this agreement is terminated, it is the duty of the AzRCS to inform in due time staff members and volunteers concerned about the termination of this program and about their future with the AzRCS.

9. Final provisions

- 9.1 This initial Operational Project Agreement comes into effect on the date of signature and comes to an end on 31. 12.2008. This will be considered as the implementation of the Operational Project Agreement. Any extension will be based on the specific assessment of the overall bilateral Operational Project Agreement on Ante-Mortem Data Collection and ICRC institutional requirements.

The training of AMD team collectors and the AMD collection itself will start in 2008. During the previous period, the AzRCS AMD Collection Coordinator and the headquarters staff of AzRCS Information/Dissemination Department and TA services will be called to participate in the preparatory work (organization of the Plan of Action, etc, as per the Annexes attached).

- 9.2 The Parties acknowledge the operational nature of this partnership. The Parties agree that additional matters arising from the field will be discussed as they arise and that amendments to the present agreement or the attached plan of action will be made with the agreement of the President of the AzRCS and of the ICRC Head of Delegation. Additional financial matters must be agreed upon and approved by the ICRC in writing.
- 9.3 This Operational Project Agreement and the Project covered by it will be reviewed, adapted and extended according to the evolution of the needs.
- 9.4 The ICRC is not liable for any deaths or injury, which occur to non-ICRC members during the implementation of this agreement.
- 9.5 Force Majeure: In the case of Force Majeure, this agreement becomes null and void.
- 9.6 In the event of any difficulty in implementing the terms of this Operational Project Agreement, the Parties will consult each other promptly. If any of the Parties decides to terminate this Operational Project Agreement earlier than the end of the stipulated project period, it must serve formal notice in writing to the other Parties one month in advance, explaining the reason. A process of consultation and conciliation can then be initiated to safeguard the future of the Project. In case of discrepancy, the English language text shall be considered as the only official version.

- 9.7 This Operational Project Agreement refers only to the joint partnership of the Parties for the AMD collection. All other agreements between ICRC and AzRCS remain in effect.
- 9.8 This agreement has been signed and initialled in four copies (two in English and two in Azerbaijani languages), of which the AzRCS shall keep two and the ICRC the other two.

The annexed Plan of Action (Annex 1), Role of Actors and Coordination (Annex 2), Communication Strategy (Annex 3), Costs Covered by the ICRC (Annex 4), Profile of AMD Team collectors (Annex 5) and Job Description of AMD Coordinator (Annex 6) are integral parts of this Operational Project Agreement.

Date:

Signatures:



FOR THE AzRCS
Name: Novruz Aslanov
Title: President



FOR THE ICRC
Name: Martin Amacher
Title: Head of Delegation