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“Relief schemes and the delivery of humanitarian activities in situations of AC, the ICRC’s perspective”¹

Humanitarian access is a central challenge to an effective protection of civilians.

Unfortunately, impartial humanitarian organizations such as the ICRC too often face denial of access. These denials may take various forms such as long delays in receiving authorizations to conduct humanitarian activities in certain areas, refusal of access overlying on military necessity reason, multiplication of administrative obstacles, authorization of access not communicated at the tactical level or lack of security for humanitarian personnel. These denials or delays comes from all sides in situations of armed conflicts, states parties to the armed conflict or non-State armed groups alike. This bleak pictures shows that reality of nowadays armed conflicts is that problems of access is the daily business of impartial humanitarian organizations with of course adverse effects on individuals in need. On this basis, the ICRC has often made public its concern regarding the multiplication of hurdles rendering humanitarian access increasingly difficult.

Paradoxically, the ICRC has been quite silent until recently on the IHL legal framework governing humanitarian access. This is explained by two main reasons. First, humanitarians generally do not negotiate access with the Geneva Conventions in our hands. Negotiating access is a political process informed first and foremost by humanitarian considerations and to a lesser extent by legal considerations. Second, IHL rules dealing with humanitarian activities are quite developed and this body of law is well equipped to deal with problems relating to humanitarian access in current situations of armed conflict.

However, one can observe actually a tendency to oversimplify IHL rules on humanitarian access by focusing only on the obligation of parties to allow and facilitate humanitarian assistance reflected in rule 55 of the ICRC customary law study. This oversimplification does not do justice to the complexity and niceties of the IHL rules governing humanitarian access. In addition, it is also misleading as it gives the wrong impression that IHL foresees an unrestricted right of access to impartial humanitarian organization, which is unfortunately not the case.

Therefore, a Clarification of some aspects of these IHL rules governing humanitarian access in situations of armed conflict may be necessary.

In this regard, the ICRC in 2014 published a Q&A and a legal Lexicon on humanitarian access.² The main arguments contained therein can also be found in the 2015 ICRC Report on “IHL and challenges of contemporary armed conflicts”, submitted at the 2015 International Conference of the Red Cross and Red Crescent.³ Eventually, the ICRC position is also reflected in the new ICRC Commentaries to

¹ This contribution was written in a personal capacity and does not necessarily reflect the all the views of the ICRC.

² <https://www.icrc.org/en/international-review/article/icrc-qa-and-lexicon-humanitarian-access>, 2014, 20 p.

³ <https://www.icrc.org/en/document/international-humanitarian-law-and-challenges-contemporary-armed-conflicts>, pp. 26-33.

Common Article 3⁴ and Article 9 of the 1949 Geneva Convention I⁵ and the 1949 Geneva Convention II.

ICRC's perspective on IHL framework governing access:

Although the relevant rules vary slightly depending on the nature of the conflict (IAC other than occupation, occupation, NIAC), the IHL framework governing humanitarian access and the delivery of humanitarian activities in armed conflicts may be said to be constituted of four interdependent "layers":

1), each party to an armed conflict bears the primary obligation to meet the basic needs of the population under its control; 2) impartial humanitarian organizations have the right to offer their services in order to carry out humanitarian activities, in particular when the needs of the population affected by an armed conflict are not fulfilled; 3) impartial humanitarian activities undertaken in situations of armed conflict are generally subject to the consent of the parties to the conflict concerned; and 4) once impartial humanitarian relief schemes have been agreed to, the parties to the armed conflict, as well as other States concerned, are expected to allow and facilitate the rapid and unimpeded passage of the relief schemes, subject to their right of control.

These layers are interdependent as each layer has an impact and provides important elements for the implementation and interpretation of another layer forming part of the IHL framework governing humanitarian access and the delivery of humanitarian activities in armed conflicts.

1. *The primary obligation to meet the basic needs of the population:*

This obligation of the parties to the armed conflict to ensure that the basic needs of the population under their control are met is a corollary of State sovereignty and can also be derived from human rights law.⁶

However, it is much more difficult to locate this obligation under IHL, as with the exception relating to occupation law⁷, there is no specific IHL treaty rule in which such obligation can be found.

However, does this mean that this obligation to ensure that the basic needs of the population are met does not exist outside occupation law? Not in the ICRC's view. This obligation can be inferred from the object and purpose of IHL. It can also be argued that this obligation derives also from the

⁴ <https://ihl-databases.icrc.org/applic/ihl/ihl.nsf/Comment.xsp?action=openDocument&documentId=59F6CDFA490736C1C1257F7D004BA0EC>. See in particular the paragraphs 779-840 on the offer of services.

⁵ <https://ihl-databases.icrc.org/applic/ihl/ihl.nsf/Comment.xsp?action=openDocument&documentId=3074EE1C685CFDBDC1257F7D00360B7B>. See in particular paragraphs 1120-1180 on the activities of the ICRC and other impartial humanitarian organizations.

⁶ For example, the ICESCR provides for the right to food and water, and the Committee on Economic, Cultural and Social Rights has noted, that whenever an individual or group are unable, for reasons beyond their control, for example in situations of natural or other disasters, to enjoy the rights to adequate food and water by the means at their disposal, states must provide those rights directly. Similar positive obligations form part of states' duty to protect the rights to life and to security of the person. See Oxford Guidance on the Law Relating to Humanitarian Relief Operations in Situations of Armed Conflict, E.C. Gillard & D. Akande, commissioned by the United Nations Office for the Coordination of Humanitarian Affairs, October 2016, p. 11.

⁷ Art. 55 of GCIV and 69 of API.

broader obligation to treat humanely persons who are in the power of a party to the armed conflict.⁸ When it comes to the notion of “basic needs”, the Additional Protocols to the Geneva Conventions have been very important as they have broadened the notion of basic needs by extending the list of supplies to all those essential to the survival of the civilian population. They have also expanded the list of beneficiaries to the whole civilian population (Art. 69 and 70 of API and Art. 18 of APII).⁹

Eventually, it may difficult at first sight to identify the link existing between humanitarian access and this primary obligation to ensure that the basic needs of the population under the parties’ control are met. The link does exist and plays an important role however. Indeed, the ability of a party to the conflict to fulfil its obligation to ensure the basic needs of the population under its control would condition the way in which the notion of consent for the purposes of humanitarian access must be interpreted under IHL.

2. The right of impartial humanitarian organizations to offer of services:

The right given by IHL to humanitarian actors to offer their services to the parties to an armed conflict finds its legal basis in Common Article 3 to the Geneva Conventions for non-international armed conflicts and in Articles 9/9/9/10 of the GCs. These articles spell out the so-called “right of initiative”.

This right of initiative - and the correlative “privilege” given to its “owners” – can be defined as the legal entitlement given to impartial humanitarian organizations to propose their humanitarian activities to a party to the armed conflict. The right of initiative as foreseen under IHL only belongs to organizations that qualify as “impartial humanitarian organizations” under IHL. Therefore an offer of services will be valid only if it emanates from an organization that qualifies as impartial and humanitarian in nature and in deeds.¹⁰ Therefore, the quality and the *modus operandi* – both being intrinsically connected - of the humanitarian actor concerned are key for the latter in order to qualify as an impartial humanitarian organization for the purposes of IHL. This qualification is an important element of the humanitarian access equation under IHL as it has direct consequences on the conditions under which the addressee of an offer of services may or may not consent to humanitarian operations in its territory or the territory it controls.

In this regard, an offer of services emanating from actor that does not qualify as an impartial humanitarian organization under IHL meaning could be lawfully turned down simply because of the lack of quality of its author. Offers of services placed by States or intergovernmental organizations that do not qualify as impartial humanitarian organizations are not regulated by IHL *per se* and the latter cannot claim that these are based on a corresponding IHL-grounded right of initiative.

From another perspective, it is important to recall that the IHL right of initiative gives impartial humanitarian organizations the right to offer their services and to perform humanitarian activities without States regarding this as unlawful interference in their domestic affairs or as unfriendly acts.¹¹ In this context, it is essential not to confuse offers of services under IHL, and the subsequent humanitarian relief operations undertaken, with the “right to humanitarian intervention” or the

⁸ Articles 3 and 27 of the Fourth Geneva Convention of 1949.

⁹ Art. 69 and 70 of API and Art. 18 of APII.

¹⁰ For more details on the notion of impartial humanitarian organization, see ICRC commentaries to the Geneva Convention I, 2016, Common Article 3, paragraphs 788-799.

¹¹ See Art. 70§1 of API.

“responsibility to protect.” The latter are notions that are distinct from the strictly humanitarian activities carried out by impartial humanitarian organizations within the parameters of IHL.

Still on this second layer, it is worth underlining that there is nothing in IHL that restrains the right of impartial humanitarian organizations to offer their services. It has been recently argued that the impartial humanitarian organization’s right to propose humanitarian activities to the parties to an armed conflict would be conditioned by the fact that the civilian population would actually not be provided with supplies essential for its survival.¹²

On this very issue, the ICRC considers that, there is no legal basis for such arguments under IHL as Common Article 3 and Article 9/9/9/10 of the Geneva Conventions which form the only provisions on which the right of initiative is grounded under IHL do not include any condition for an impartial humanitarian organization to offer its services in situation of armed conflict. In addition, such a condition can generate adverse effects from an operational perspective as it gives the parties to the armed conflict another ground not foreseen by law to turn down a valid offer of services and could prevent impartial humanitarian organizations to pre-position, for instance, logistic assets and humanitarian personnel in the territory affected by the armed conflict before the humanitarian situation reaches a critical point.

This second layer raises also the question of which humanitarian activities are concerned?

IHL does not specifically define the notion of “humanitarian activities” that impartial humanitarian organizations may offer to the parties to an armed conflict. Common Article 9/9/9/10 of the Geneva Conventions applicable to international armed conflict specifies that the ICRC and any other impartial humanitarian organization can offer to undertake humanitarian activities for the “protection” and the “relief” of those affected by armed conflict. Common Article 3 to the Geneva Conventions only refers to “services” but one should consider that the right of initiative applicable in non-international armed conflict also includes all humanitarian activities.

Therefore, in terms of scope, offers of services made by impartial humanitarian organizations should be interpreted to encompass humanitarian activities writ large. While IHL does not specifically define the notion of humanitarian activities, these should be interpreted as including both an assistance¹³ and a protection dimension.¹⁴ This has been made clear notably by Article 81 of the API requiring the

¹² See Oxford Guidance on the Law Relating to Humanitarian Relief Operations in Situations of Armed Conflict, E.C. Gillard & D. Akande, commissioned by the United Nations Office for the Coordination of Humanitarian Affairs, October 2016, pp. 14-15.

¹³ As used in the Geneva Conventions, the term ‘relief’ is mostly aimed towards addressing emergency situations. It needs to be read jointly with the broader term ‘assistance’, used in Article 81(1) of API and which seeks to cover additionally the longer term as well as the recurrent and even chronic needs. Neither relief nor assistance have been defined in the aforementioned treaties. The absence of a generic definition, or of a list of specific activities which would be covered by the term ‘assistance’, is in line with the fact that what may be needed in terms of humanitarian assistance in one context will not necessarily be needed in another context and may evolve over time. Assistance activities refer to all activities, services, and delivery of goods, primarily in the fields of health, water, habitat and economic security and which seek to ensure that persons caught up in an armed conflict can survive and live in dignity. See also, ICRC Assistance Policy, adopted by the Assembly of the International Committee of the Red Cross on 29 April 2004 and reproduced in International Review of the Red Cross, Vol. 86, No. 855, September 2004, pp. 677–693.

¹⁴ ICRC’s definition of “protection” is the following: “In order to preserve the lives, security, dignity, and physical and mental well-being of victims of armed conflict (...), protection aims to ensure that authorities and other actors fulfil their obligations and uphold the rights of individuals. It also tries to prevent or put an end to actual or probable violations of international humanitarian law or other bodies of law or fundamental rules

parties to an AC to “grant all facilities to the ICRC to carry out its humanitarian functions in order to ensure *protection* and *assistance* to victims of armed conflicts” (emphasis added).

Humanitarian activities for the purposes of IHL rules governing humanitarian action are therefore all those aimed at preserving life and security or seeking to restore or maintain the mental and physical well-being of victims of armed conflict.

Furthermore, it is worth recalling that under IHL, humanitarian activities must benefit all persons who may be in need of assistance and/or protection as a result of an armed conflict. This means that States cannot limit activities to civilians alone; activities may also benefit wounded and sick fighters, prisoners of war, persons otherwise deprived of their liberty in relation to the armed conflict, and others vulnerable individuals affected by armed conflict.

Eventually, while not explicitly mentioned in common Article 3, the right to offer services can also relate to activities for the benefit of dead persons. Similarly, while not mentioned explicitly as such, it flows from the purpose of common Article 3 that the right to offer services can, depending on the circumstances, also be exercised to protect, or safeguard the functioning of, objects benefiting the wounded and sick, such as medical establishments.

3. Humanitarian activities carried out by impartial humanitarian organizations can only be undertaken with the consent of the parties concerned:

The third layer can be considered as constituting the cornerstone of the rules governing humanitarian access, addressing the issue of consent. In this regard, the ICRC has a clear stance: the so-called right of initiative addressed above does not translate into an unrestrictive right of access given to humanitarian actors.¹⁵

It is clear from our perspective, that humanitarian actors in order to carry out their humanitarian activities in situation of armed conflict must seek and obtain the consent of the parties concerned.¹⁶ This is a prerequisite. The key question in this respect is who qualifies as the party concerned for the purposes of IHL?

The IHL rules governing consent vary in their wording and scope.¹⁷

In *international armed conflicts*, the relevant IHL provisions specify that consent only needs to be obtained from the States that are a party to the conflict and are “concerned” by virtue of the fact that the proposed humanitarian activities are to be undertaken in their territory or in the areas under their effective control. It is understood that the opposing party does not need to be asked to

protecting people in these situations. It focuses first on the causes or circumstances of violations, addressing those responsible and those who can influence them, and second on the consequences of violations.” ICRC’s “protection” activities are implemented following four main guiding principles: neutral and independent approach; dialogue and confidentiality; holistic and multidisciplinary character of ICRC action; search for results and impact. See ICRC’s Protection policy, *International Review of the Red Cross*, Volume 90, Number 871, September 2008, <http://www.icrc.org/eng/resources/documents/article/review/review-871-p751.htm>

¹⁵ ICRC Q&A and a legal Lexicon on humanitarian access, 2014, p. 9. See also 2015 ICRC Report on “IHL and challenges of contemporary armed conflicts”, p. 29.

¹⁶ It is without saying that when impartial humanitarian organizations are directly solicited by the parties to the armed conflict, their consent is presumed.

¹⁷ See common Art. 9/9/9/10 of the GCs and Art. 70(1) of API for IAC; Art. 59 of the GCIV for occupation and Art. 18 of APII for NIAC.

consent to relief operations that take place in the adversary's territory or in territory controlled by the adversary.

For *non-international armed conflicts*, Common Article 3 is silent on who should consent to humanitarian relief operations in non-international armed conflicts. It has been argued – in relation to some recent NIACs – that humanitarian action undertaken in areas controlled by non-State armed groups requires only their consent, and not that of the government of the State in whose territory that action is to take place.

However, the ICRC considers that the question of whose consent is necessary in NIACs governed by common Article 3 should be answered based on the guidance provided in Article 18(2) of Additional Protocol II, which expressly requires the consent of the High Contracting Party concerned. The issue of consent in NIAC under IHL cannot be dissociated from the notion of State sovereignty. Thus, consent should be sought from the State (through its effective government) in whose territory a NIAC is taking place, including for relief activities to be undertaken in areas over which the State has lost control. In any case, for practical reasons, the ICRC would also seek the consent of all parties to the NIAC concerned (including non-State armed groups party to it) before carrying out its humanitarian activities.

Therefore, it is clear from the logic underpinning international law in general and international humanitarian law in particular that, in principle, an impartial humanitarian organization will only be able to carry out the proposed humanitarian activities lawfully if it has consent to do so. In exceptional circumstances, however, seeking and obtaining the consent of the Party concerned may be problematic. This may be the case, for example, when there is uncertainty with regard to the government in control, or when the State authorities have collapsed or ceased to function. These may be cases where the humanitarian needs are particularly important. Whenever such needs remain unaddressed, humanitarian imperatives would require that humanitarian activities be undertaken by impartial humanitarian organizations, such as the ICRC.

On the practical implementation of the notion of consent, it is important to underscore that the ICRC makes a dichotomy between what it calls in its jargon “general consent” and “operational consent”. This dichotomy can be found in the division operated by Article 70 of Additional Protocol I. General consent would be the broad decision made by a party according to which impartial humanitarian organization can be present and operate in its territory or territory under its control following a valid offer of services. In other words, general consent is the positive answer to the offer of services. General consent is however not a blank cheque for humanitarian actors to crisscross the country unrestrained.

On the other hand, the “operational consent” would be the implementation of the general consent. In other words, it constitutes the subsequent green lights given by the party concerned to carry out specific and targeted relief operations within the framework of the general consent. From the ICRC perspective, it corresponds to the obligation to allow and facilitate relief schemes that can be found, in Article 70, paragraph 2 of Additional Protocol I.

This distinction between general and operational consent is crucial in order to determine the grounds permitting to turn down an offer of services submitted by impartial humanitarian organizations to the parties to an armed conflict.

In the ICRC's view, in relation to the notion of general consent, there are only two grounds that can be used to turn down an offer of services. First of all, when the offer of services comes from an organization that does not qualify as impartial and is not humanitarian in nature. Second, when there

are simply no needs to meet in the area in question, because, for instance, the party to an armed conflict has the capacity and is willing to fulfill its primary obligation to meet the needs of the population under its control. Or because it has already consented to the action of another impartial humanitarian organization capable to meet those needs.

IHL does not foresee other grounds justifying to negatively answer an offer of services.

At this point, it is important to underline that, for the ICRC, the military necessity argument is not a valid ground to turn down definitively an offer of services and to deny in their entirety the humanitarian activities proposed by impartial humanitarian organizations. The military necessity argument can only be invoked to regulate humanitarian access, not to prohibit definitely the possibility for an impartial humanitarian organization to operate in a specific territory. Therefore, the ICRC considers that the military necessity argument is only valid in relation to what we defined as “operational consent”. Consequently, this means that military necessity must be restricted geographically and temporally.¹⁸

While access in some territories, and the implementation of humanitarian activities therein depend on the consent of the parties to an armed conflict, their decision to consent to relief operations is not discretionary. As always, IHL strikes a careful balance between parties’ interests and humanitarian imperatives, and is not entirely deferential to State sovereignty when it comes to relief operations.

The question of whether a party to an armed conflict can lawfully turn down an offer of humanitarian services is intrinsically linked to its ability to fulfil its primary obligation to meet the basic needs of the population under its control. When the relevant party is unable or unwilling to fulfil this obligation and when an offer of services has been made by an impartial humanitarian organization, there would appear to be no valid/lawful grounds for withholding or denying consent.

There may thus be circumstances under which, as a matter of IHL, a party to a conflict may be considered to be obliged to accept an offer of services.¹⁹

International law as informed by subsequent State practice in the implementation of the Geneva Conventions has now evolved to the point where consent may not be refused on arbitrary grounds. Thus, any impediment(s) to humanitarian activities must be based on valid and lawful reasons, and the Party to the conflict whose consent is sought must assess any offer of services in good faith and in line with its international legal obligations in relation to the humanitarian needs of the persons affected by the non-international armed conflict.

Recently, the expression “arbitrary denial/withholding of consent to relief operations” has been used to describe a situation in which a party to an armed conflict unlawfully rejects a valid offer of humanitarian services. The expression “arbitrary denial/withholding of consent” is not found in any IHL treaty and international law does not provide authoritative clarification on how to interpret the criterion of ‘arbitrariness’. This assessment remains context-specific.

Taking into account the vagueness surrounding the notion of “arbitrary denial of consent”, one could wonder whether the expression “unlawful denial of consent” should be used instead insofar as the unlawfulness of such denial of consent would be intrinsically linked to the potential violations of IHL obligations incumbent upon the party concerned it entails. Therefore, a refusal to grant consent

¹⁸ ICRC Q&A and a legal Lexicon on humanitarian access, 2014, p. 5 and 10. See also 2015 ICRC Report on “IHL and challenges of contemporary armed conflicts”, p. 28

¹⁹ See for example Article 59 of the Fourth Geneva Convention: “... the Occupying Power shall agree ...” (emphasis added).

resulting in a violation of the party's own IHL obligations may constitute an unlawful denial of access for the purposes of IHL. This would be the case, for instance, when a party's refusal results in the starvation of civilians as prohibited by Article 54 of Additional Protocol I or when the party is incapable of providing humanitarian assistance to a population under its control as required by the relevant rules of international law, including IHL. A refusal to grant consent may also be considered unlawful when the refusal is based on adverse distinction, i.e. when it is designed to deprive persons of a certain nationality, race, religious beliefs, class or political opinion of the needed humanitarian relief or protection.

Eventually, it is also important to note that IHL does not regulate the consequences of a denial of consent and does not spell out a general right of access that can be derived from an "arbitrary denial/withholding of consent." Thus, the argument according to which an arbitrary denial/withholding of consent could justify unconsented cross-line/border operations as a matter of IHL does not reflect current IHL.²⁰

4. The obligation to allow and facilitate relief operations:

Eventually, concerning the fourth layer, it is important to underline the distinction made by IHL between the requirement to obtain consent from a party to a conflict following an offer of services on the one hand, and the obligation to allow and facilitate relief schemes, which serves to implement the acceptance of the offer, on the other hand.

Once relief actions are accepted in principle, the States/parties to an armed conflict are under an obligation to cooperate, and to take positive action to facilitate humanitarian operations. The parties must facilitate the tasks of relief personnel. This may include simplifying administrative formalities as much as possible to facilitate visas or other immigration issues, financial/taxation requirements, import/export regulations, field-trip approvals, and possibly privileges and immunities necessary for the organization's work. In short, the parties must enable "all facilities" needed for an organization to carry out its agreed humanitarian functions appropriately. Measures should also be taken to enable the overall efficacy of the operation (e.g. time, cost, safety, appropriateness). This is an obligation of results whose content and realization is largely left to the parties to the armed conflict concerned.

This obligation to "allow and facilitate" is expressed mention in IHL rules regulating humanitarian activities in situations of international armed conflict (including occupation). Neither Common Article 3(2) to the Geneva Conventions nor Article 18(2) of Additional Protocol II address this aspect of humanitarian activities, but the rules applicable in international armed conflict on this issue are considered customary and applicable in both international and non-international armed conflicts.²¹

From a personal scope of application, *Under IHL governing International Armed Conflicts*, the obligation to allow and facilitate relief operations applies not only to the parties to an armed conflict but to all States concerned. This means that States not party to the conflict through whose territory impartial humanitarian organizations may need to pass in order to reach conflict zones must authorize such transit. However, IHL is silent on the consent of such third countries concerned. Does this mean that impartial humanitarian organizations are exempted from seeking and obtaining their

²⁰ This is without prejudice to arguments along those lines that may be derived from other bodies of international law.

²¹ See ICRC CIHL Study, *supra*, Rules 55 and 56.

consent? The answer should be negative no. Consent of third states must be sought and obtained as matter of public international law. But, as a matter of IHL, those States are obliged to give their consent as well as to allow and facilitate relief schemes.

From a personal scope of application, *IHL governing Non International Armed Conflicts* does not expressly contain a similar obligation for third States. There is, nevertheless, an expectation that States not party to the NIAC will not oppose transit through their territory of impartial humanitarian organizations seeking to reach the victims of a NIAC. The humanitarian spirit underpinning IHL should encourage non-belligerent States to facilitate humanitarian action that has already been accepted by the parties to a NIAC. It could also be argued that this obligation incumbent upon third States could be inferred from the obligation to ensure respect from IHL (third States' refusal would lead to the impossibility of parties to the conflict to fulfil their primary obligation to meet the basic needs of the population).

Finally, under IHL, the obligation to allow and facilitate humanitarian activities is without prejudice to the entitlement of the parties concerned to control them. As such the "right of control" is not an IHL treaty based expression but is reflected in several IHL provisions.²²

These measures of control authorized by IHL may serve a number of purposes: they may allow parties to an armed conflict to assure themselves that relief consignments are exclusively humanitarian; they may prevent humanitarian relief convoys from being endangered or from hampering military operations; and they may ensure that humanitarian relief supplies and equipment meet minimum health and safety standards.²³

Under IHL, the obligation to allow and facilitate - to which the right of control is a corollary - is an obligation of result, not an obligation of means. Thus, even if the holders of the obligation to allow and facilitate are entitled to a related right of control, the implementation of the latter shall be made in good faith and should never result in unduly delaying or rendering impossible the delivery of the humanitarian relief. This may well amount to an abuse of law and may be tantamount to an unlawful denial of consent.

²² See Art. 23 of the GCIV and Art. 70 § 3 of API.

²³ See Oxford Guidance on the Law Relating to Humanitarian Relief Operations in Situations of Armed Conflict, E.C. Gillard & D. Akande, commissioned by the United Nations Office for the Coordination of Humanitarian Affairs, October 2016, p.28.