

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL LABOUR ORGANISATION
AND
THE UNITED NATIONS OFFICE FOR PROJECT SERVICES

WHEREAS, the International Labour Organization ("ILO"), represented by the International Labour Office, is a public international organization, established by the 1919 Peace Treaty of Versailles and operating as a specialized agency of the United Nations;

WHEREAS, the ILO is devoted to promoting social justice and internationally recognized human and labour rights, pursuing its founding mission that labour peace is essential to prosperity;

WHEREAS, the ILO's four strategic objectives are 1) to promote and realize standards and fundamental principles and rights at work, 2) to create greater opportunities for women and men to decent employment and income, 3) to enhance the coverage and effectiveness of social protection for all and 4) to strengthen tripartism and social dialogue;

WHEREAS, the United Nations Office for Project Services (hereinafter referred to as "UNOPS") is a subsidiary organ established by UN General Assembly decision 48/501 of 19 September 1994 as a central resource for the UN system in procurement, contracts management and other capacity development activities, as well as its value in providing efficient, cost-effective services to partners in its specialized areas;

WHEREAS, ILO and UNOPS each recognize the expertise of the other Party and acknowledge that their respective activities include areas of common interest where closer collaboration in the form of a partnership between the two organizations would be of mutual benefit and increase thereby the effectiveness of each Party in fulfilling its mandate, role and function;

WHEREAS, both ILO and UNOPS seek to develop and enhance their partnership by providing services to one another in their specialized fields in the interests of mutuality;

NOW THEREFORE, by this Memorandum of Understanding (hereinafter referred to as the "MOU") ILO and UNOPS (hereinafter referred to individually as a "Party" and collectively as the "Parties") hereby agree as follows:

ARTICLE 1: PURPOSE

- 1.1 This MOU serves as a framework for cooperation between the Parties in the provision of a range of stand-alone management services or an integrated package of services (hereinafter referred to as "Project").
- 1.2 The Parties agree that the choice of the other for a particular service shall be on the basis of inter-agency cooperation as "sole source" as per standing interagency procedures within the UN system, without requiring any formal selection methods. Services agreed to by the Parties under this MOU shall be implemented by way of supplementary agreements which shall specify the nature of the services to be provided and the specific terms of collaboration, particularly with regard to the roles and responsibilities of the Parties. These supplementary agreements will be in the form of a UN2UN Agreement (Annex 1 to this MOU) as may be amended by United Nations Development Group.
- 1.3 Each Party shall fulfill its obligations in accordance with its own policies, regulations, rules and procedures.

ARTICLE 2: AREAS OF COOPERATION

- 2.1 Subject to Article 1.2, the Parties will cooperate in the following areas, particularly in fragile situations:
 - (i) manage and procure the performance of works on a turnkey basis or other basis, including various civil works such as the construction and/or rehabilitation of sustainable infrastructure and utilities, such as buildings, roads, water and sanitary installations;
 - (ii) issuance and administration of personnel contracts to project personnel, including consultants and experts, and/or associated recruitment services;
 - (iii) sustainable procurement of services, goods or equipment (including vehicles through the e-procurement platform Webbuy);
 - (iv) fund management;
 - (v) provision of advisory services;
 - (vi) training and capacity building; and
 - (vii) management, supervision, oversight and evaluation services.
- 2.2 UNOPS shall observe, at all times and in all circumstances relevant to the services provided within the framework of this MoU, the following principles concerning international labour standards of the International Labour Organization:
 - (i) the freely-exercised right of workers, without distinction, to organize to further and defend their interest and to bargain collectively, as well as the protection of those workers who exercise their right to organize and to bargain collectively;
 - (ii) prohibition of forced or compulsory labour in all its forms;
 - (iii) equal remuneration for men and women for work of equal value;

- (iv) equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be determined under the national law of the country or countries concerned;
- (v) prohibition of employment of children below 14 (fourteen) years of age or, if higher than 14, the minimum age of employment permitted by the law of the country or countries concerned, or the age of the end of compulsory schooling in that country or countries concerned, whichever is higher;
- (vi) prohibition of the worst forms of child labour including work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of persons under the age of 18.

2.3 The Parties agree that the provision of Services under this MOU is strictly on a non-exclusive basis. Accordingly, the Parties shall not be obliged to enter into any Agreement under this MOU and shall remain at liberty to perform activities themselves directly or through a third party, including another UN entity.

ARTICLE 3: GENERAL ARRANGEMENTS

- 3.1 The Parties shall review, assess and plan the areas of cooperation within or related to the framework set out in this MOU and hold regular consultations in order to agree upon joint strategies for future action within the terms of this MOU.
- 3.2 Either Party's support costs will be determined in accordance with its cost recovery policy and will be detailed in Annex I.
- 3.3 Each Party has designated a respective office that will be the focal point for the implementation of this MOU on its behalf. For ILO, the designated office will be the Partnerships and Field Support Department (PARDEV), represented by its Director. For UNOPS, the responsible office will be the Geneva office, represented by its Director for Europe and Central Asia Region.

ARTICLE 4: ENTRY INTO FORCE, DURATION, TERMINATION AND AMENDMENTS

- 4.1 This MOU shall enter into force on the date of its signature by both Parties.
- 4.2 Either Party may terminate this MOU upon ninety (90) days' written notice. This MoU will, however, remain in force with respect to commitments for projects made by the Parties pursuant to this MoU at a time when this MoU was still in force and applicable.
- 4.3 The Parties shall meet periodically and no less than once annually, to review the need for continuation, modification or termination of this MOU.
- 4.4 This MOU may be amended or supplemented by written agreement between ILO and UNOPS.

ARTICLE 5: DISPUTES

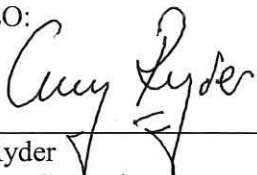
- 5.1 ILO and UNOPS shall use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this MOU or any breach thereof. Any such dispute, controversy or claim which is not settled within thirty days from the date either Party has notified the other Party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, shall be referred to the Director-General of ILO and the Executive Director of UNOPS.

ARTICLE 6: GENERAL PROVISIONS

- 6.1 The provisions of this MOU together with any subsequent agreement concluded pursuant to this MOU shall form the entire agreement and understanding between ILO and UNOPS concerning the subject matter hereof.
- 6.2 The provisions of this MOU and any subsequent agreement including any annexes thereto are intended to be consistent with each other and mutually explanatory. In the event of a conflict between this MOU and any subsequent agreement, the provisions of this MOU shall prevail.
- 6.3 Nothing in or relating to this MOU shall be deemed a waiver of any of the privileges and immunities of the United Nations, including UNOPS or ILO.

IN WITNESS WHEREOF, the undersigned duly appointed representatives of ILO and of UNOPS respectively have signed the present Memorandum of Understanding in English in two originals.

For ILO:



Guy Ryder
Director-General

For UNOPS:



Grete Faremo
Under-Secretary General and
Executive Director

Place:

Geneva
20 NOV. 2015

Date:

Place: Copenhagen

Date: 10 Dec. 2015

ANNEX I

UN AGENCY TO UN AGENCY CONTRIBUTION AGREEMENT

A. SUMMARY OF ACTIVITIES

Title: (the "Activities")

Start/End Dates: Activities start date: [date of receipt of funds]
Activities end date:

Location: xxx

Contribution Amount: (the "Contribution")

Contributing Agency: [full name of the agency] ("[NAME OF AGENCY]")

Recipient Agency: [full name of the agency] ("[NAME OF AGENCY]")

Nature of Activities: xxx

Purpose [Short description of the Activities (if applicable, a detailed description of the Activities, the work plan and the budget are attached)]

Annexes: In the event that the terms contained in Annex(es) are incompatible with those contained in this Agreement, then the latter shall govern and prevail.
[List Annex(es), if any]

Expected outcome: xxx

The Recipient Agency will be fully responsible for administering the Contribution in accordance with its financial regulations, rules, policies and procedures, and administrative instructions, and carrying out the Activities efficiently and effectively.

B. BUDGET

The total budget for the Activities is [_____], in USD, as more fully described below.

| Summary of activities and BUDGET ¹ | Annual (Years 1, 2, X) | Total (all years) |
|--|---------------------------|----------------------|
| | | |
| Total programmable amount, including direct costs | | |
| Indirect support costs | | |
| Grand total | | |

The Contributing Agency will not be responsible for any financial commitment or expenditure made by the Recipient Agency that exceeds the budget for the Activities. The Recipient Agency will promptly advise the Contributing Agency any time when the Recipient Agency is aware that the budget to carry out these Activities is insufficient to fully implement the Activities in the manner set out in the present Agreement, including its Annex(es). The Contributing Agency will have no obligation to provide the Recipient Agency with any funds or to make any reimbursement for expenses incurred in excess of the total budget as set forth herein.

C. COSTS RECOVERY

The Recipient Agency's support costs, determined in accordance with its cost recovery policy, will be paid from the Contribution, in accordance with the budget.

D. REPORTING

Narrative reporting:

The Recipient Agency will provide the Contributing Agency with a narrative report on the progress of the Activities on a regular basis, as set out below.

□

Financial Reporting:

The Recipient Agency will provide the Contributing Agency with the following financial reports, prepared in accordance with the Recipient Agency's financial regulations, rules, policies, procedures, and administrative instructions:

□

E. CONTRIBUTIONS

The total amounts paid by the Contributing Agency shall match the total budget amount. For Activities less than one year in duration the Contribution will be paid to the Recipient

Agency prior to the commencement of Activities. For multi-year Activities the Contribution will be paid in instalments according to the following schedule.

Schedule of payment:

| | |
|--------------------------|----------|
| [date (Date-month-year)] | [amount] |
| [date(Date-month-year)] | [amount] |

The Contributing Agency acknowledges that the Recipient Agency will not pre-finance Activities. If the Contribution, or any part of it, is not received in a timely manner, the Activities may be reduced or suspended by the Recipient Agency with immediate effect.

The Contribution will be paid into the following account:

| | |
|-------------------------|---|
| Account Details: | [Insert Recipient Agency account details] |
| Currency: | US Dollars |
| Bank Address: | |

When making such transfers the Contributing Agency will notify the Recipient Agency, [details] (for the Attention []), by fax ([]) or by e-mail ([]) of the following: (a) the amount transferred; (b) the value date of the transfer; (c) that the transfer is from the Contributing Agency pursuant to this Agreement.

F. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights related to the Activities will belong to the Recipient Agency. The Contributing Agency and, if applicable, the relevant programme Government will enjoy a perpetual, royalty-free, non-exclusive and non-transferable license.

G. CORRESPONDENCE

All correspondence regarding the implementation of this Agreement will be addressed to:

[Name of the Contributing Agency]:.....

Address:.....

[Name of the Recipient Agency]:

Address:.....

H. AMENDMENTS

The present Agreement, including its Annex(es), may be modified or amended only by written agreement between the two Agencies.

I. COMPLETION OF THE ACTIVITIES

The Recipient Agency will notify the Contributing Agency when all Activities have been completed.

The Recipient Agency will continue to hold any part of the Contribution that is unutilized at completion of the Activities until all commitments and liabilities incurred in the carrying out of the Activities have been satisfied and all arrangements associated with the Activities have been brought to an orderly conclusion.

J. TERMINATION OF THIS AGREEMENT

This Agreement will expire upon satisfaction of all commitments and liabilities incurred in carrying out the Activities and the orderly conclusion of all arrangements associated with the Activities.

This Agreement may be terminated by either Agency at any time by written notice to the other. Termination will be effective thirty (30) days after receipt of the notice. In the event of termination under this paragraph, the two Agencies will cooperate to ensure completion of the Activities, satisfaction of all commitments and liabilities, and the orderly conclusion of all arrangements associated with the Activities.

K. REFUNDS OF UNSPENT BALANCES

OPTIONS:

1. Upon termination of this Agreement and following the submission of the final financial report, any unspent balance of the Contribution (where the unspent funds exceed US\$1,000) will be returned to the Contributing Agency, unless otherwise agreed in writing by the two Agencies.

OR

2. Upon termination of this Agreement and following the submission of the final financial report, any unspent balance from the Contribution will be returned to the Contributing Agency, unless otherwise agreed in writing by the two Agencies.

L. SETTLEMENT OF DISPUTES

The two Agencies will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either party has notified the other party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, will be resolved through consultation between the Executive Heads of each of the Agencies.

M. ENTRY INTO FORCE AND VALIDITY

This Agreement will enter into force upon its signature by the authorized representatives of the Parties and remain in force until terminated in accordance with Section J above.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in duplicate.

Signed:

On behalf of the [Name of the Contributing Agency]:

Signed:

On behalf of the [Name of the Recipient Agency]