

GENERAL TERMS AND CONDITIONS APPLICABLE TO ILO GRANTS

1. Relationship between the Parties

1.1 The provision of the Grant by the ILO will in no way be construed as appointing the Grantee or any other person or institution involved in the Grant Activity as an agent or representative of the ILO, nor their endorsement by the Organization.

2. Accountability and Cooperation

2.1 The Grantee is solely responsible for administration of the Grant and implementation of the Grant Activity and for compliance with all obligations under the Agreement.

2.2 The Grantee will maintain clear, accurate and complete records on use of the Grant. The Grantee shall furnish, compile and make available to the ILO, any records or information, oral or written, which they may reasonably request in respect of the funds received by the Grantee. In particular, the Grantee also agrees to make the books and records connected with this grant and the Project available for inspection by the ILO or its designee at reasonable times upon written request from the ILO specifying the purpose of the inspection and to permit the ILO monitor and conduct an evaluation of operations under this grant, which may include: a visit by ILO personnel or other person designated by the ILO to observe the Grantee's organization, a discussion of the Project with the Grantee's staff, and a review of financial and other records connected with this grant and the Project.

2.3 The Grantee will provide any further cooperation the ILO may reasonably request, including after completion of the Grant Activity, to enable the ILO to meet its institutional needs.

3. Ethical Conduct, Representations and Undertakings

3.1 The Grantee will comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Agreement and will observe the highest ethical standards during execution of the Grant Activity. It will not make, promise or seek or accept (directly or indirectly) any offer, gift, payment, consideration or benefit of any kind that would constitute an illegal, corrupt or fraudulent practice, or serve as inducement or reward in relation to activities under the Agreement. The Grantee will ensure that the same standards are observed by third parties engaged in the implementation of activities under the Agreement. It will notify the ILO of the occurrence of any such practices and will take timely and appropriate action satisfactory to the ILO to correct such instances.

3.2 The Grantee warrants that at the time of signing the Agreement no conflict of interest¹ exists or is likely to arise in the performance of its obligations. The Grantee will not, and will ensure that any third party it engages does not, place itself in a position that may, or does, give rise to a conflict of interest. If a conflict of interest arises during implementation of the Grant Activity, or appears likely to arise, the Grantee will immediately notify the ILO, make full disclosure of all relevant information and take such steps as the ILO reasonably requires to resolve or otherwise deal with the conflict.

3.3 The Grantee warrants that it will respect, and that any third parties it engages will respect, in all circumstances relevant to the performance of the Agreement and within its control, the following principles concerning international labour standards applicable to it, and in particular all applicable laws and regulations concerning terms and conditions of employment, any collective agreements to which it is party, or any other related measure to give effect to such principles. The aforementioned principles are:

(i) the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as the protection of those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively;

(ii) the 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 recognized under the national law of the country or countries where the performance, in whole or in part, of the Agreement takes place;

(v) the prohibition of the employment of children below fourteen (14) years of age or, if higher than fourteen (14), the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of the Agreement takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher;

(vi) the prohibition of the employment of persons under the age of eighteen (18) for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons;

(vii) the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. The Grantee shall keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and the workers concerned must be informed of such deductions at the time of each payment;

(viii) the provision of wages, hours of work and other conditions of work not less favourable than the best conditions prevailing locally (i.e., as contained in collective agreements covering a substantial proportion of employers and workers, arbitration awards, or applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out;

(ix) the need to ensure, so far as is reasonably practicable, that the workplaces, machinery, equipment and processes under their control are safe and without risk to health, and that the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and provide, where necessary, adequate protective clothing and protective equipment to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects

¹ A conflict of interest is a situation that gives rise to an actual, potential or perceived conflict between the interests of one party and another, including when the impartial and objective exercise of the functions of a person is compromised for reasons involving family, political affiliation, economic interest or any other interest.

to health.

3.4 The Grantee will be solely responsible for all matters related to the employment terms and benefits or contractual conditions provided by the Grantee to any personnel recruited or third party subcontracted for the Grant Activity. The Grantee will be solely responsible and the ILO assumes no liability for any claim or damage resulting from the negligence, acts or omissions of any personnel or third party undertaking activities for or on behalf of the Grantee under the Agreement with respect to any loss, damage to property, theft, physical injury, or economic or any other prejudice suffered by any person or entity arising from the Grant Activity. The Grantee will immediately inform the ILO of any claim or demand arising from such events and, at the ILO's request, indemnify and hold the ILO harmless with respect to these claims or demands.

3.5 The Grantee for the Grant Period or any period following any termination of the Agreement and reasonably adequate to deal with losses, warrants that it is insured with a coverage for a sufficient amount for the use, in connection with or while undertaking the Grant Activity, of any transportation vehicles and equipment, whether or not owned by the Grantee, and that it carries comprehensive civil liability insurance with regard to third parties, including the ILO and its personnel, in respect of any loss, damage to property, theft or physical injury, as well as the direct or indirect effects thereof. The Grantee will also be responsible for the provision of life, health, accident, travel or other insurance coverage which may be necessary or desirable to implement the Agreement including for its personnel and ensure that any third party undertaking activities for or on behalf of the Grantee under the Agreement is insured against the consequences of those risks.

3.6 The Grantee warrants that it is not identified on, or associated with, any individual, group, undertaking or entity identified on the list established pursuant to United Nations Security Council Resolution 12672 and that none of the funds received under the Agreement will be used to support individuals, groups, undertakings or entities associated with terrorism.

4. Grant Compliance

4.1 The ILO may suspend or terminate the Agreement with immediate effect, and/or seek any other remedy that may be necessary, where the Grantee becomes bankrupt or otherwise insolvent, or where the ILO determines that:

- a) the Grantee's progress is not satisfactory, including due to a failure to implement the Grant Activity in whole or in part, or based on a negative evaluation by the ILO of its implementation;
- b) the reports submitted pursuant to the Agreement are not satisfactory or have not been submitted within the specified deadline, or the Grantee has otherwise failed to demonstrate that the Grant was used for expenditures and purposes related to the Grant Activity and in accordance with the Agreement;
- c) the Grantee has failed to comply with any term or condition of the Agreement or has made a material misrepresentation to the ILO, including in this text, its grant application, or other documents submitted;
- d) the Grantee is unable to implement the Grant Activity satisfactorily, including due to new events or circumstances unknown at the time of the grant award; or
- e) the Grantee behaves in a manner that is prejudicial to the interests of the ILO or to the objectives of the grant or grant scheme.

4.2 Under any of the circumstances referred to in section 4.1, the Grantee agrees to promptly return to the ILO, upon its request, any grant funds not used or committed in good faith in accordance with the Agreement as of the date of the request.

5. Intellectual property, Publicity, and Use of the ILO Name and Emblem

5.1 All the intellectual property rights in the work(s) resulting from the Grant Activity ("the Work") are vested in the Grantee. The Grantee hereby grants the ILO a perpetual, nonexclusive, worldwide, royalty-free license to use, reproduce, adapt, publish, publicly perform, display and distribute the Work or any part thereof, including the right to grant sub-licenses to third parties. The Grantee warrants that it has the right to grant such license.

5.2 When required by the ILO, the Grantee agrees to acknowledge ILO support and that of any other agency or donor involved in the items it produces or publishes in relation to the Grant Activity, and to require such acknowledgment, if applicable, of other persons or institutions it engages, using the wording provided by the ILO. The Grantee will also include in the publications referred to in this section a disclaimer to the effect that the responsibility for opinions expressed rests solely with their authors, and publication does not constitute an endorsement by the ILO of any opinion expressed or of any other agency or donor involved. The Grantee will avoid any reference that could imply endorsement by the ILO of the Grantee or other person or institution involved in the Grant Activity, and will ensure that this standard is observed by the latter.

5.3 Without prejudice to section 5.2, the Grantee will not use the name or emblem of the ILO in any material published by the Grantee without express prior written consent from the ILO.

6. General provisions

6.1 Nothing in or relating to the Agreement will be deemed a waiver of any privileges and immunities of the ILO.

6.2 The Parties are expected to make every effort to resolve amicably by direct informal negotiations any dispute, controversy or claim arising between them under the Agreement or in connection with the implementation of the Grant Activity, failing which the matter will be settled by arbitration in accordance with the UNCITRAL Arbitration Rules that are in force on the date when the arbitration claim is lodged. Unless otherwise agreed by the parties, the place of arbitration shall be Geneva, Switzerland, and the language of arbitration shall be the language of the Agreement. The arbitral tribunal shall consist of a sole arbitrator except where the amount in dispute exceeds USD 500,000. The Parties agree to be bound by any arbitration award rendered in accordance with this section as the final adjudication of any dispute, controversy or claim.

6.3 No amendment to the Agreement will be valid or enforceable unless approved in writing by the Parties to the Agreement.

² http://www.un.org/sc/committees/1267/qa_sanctions_list.shtml

6.4 The Agreement may be terminated by mutual agreement of the Parties, by the ILO under section 4.1, or by either party in case of force majeure or when, for circumstances beyond a party's control, the objectives of the Agreement will be impossible to fulfil. Upon termination and when so requested by the ILO the Grantee agrees to promptly return any grant funds not spent or committed in good faith in accordance with the Agreement as of the date of termination.

6.5 The Agreement will enter into force upon signature of both parties and remain in force until expiration of the Grant Period, except that the terms of the following sections will survive: 2.2, 2.3, 3.5, 3.6, 4, 5, 6.1 and 6.2.