



International
Labour
Organization



PACIFIC ISLANDS FORUM

AGREEMENT

BETWEEN THE INTERNATIONAL LABOUR ORGANIZATION AND THE PACIFIC ISLANDS FORUM

Overview

- ▶ This Agreement, signed in Suva, Fiji on 26 April 2024, seeks to create a framework to strengthen collaboration between the ILO and the Pacific Islands Forum in a number of areas of common interest.

Contact details

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Agreement between the International Labour Organization and the Pacific Islands Forum

This Agreement is entered into by the International Labour Organization, a specialized agency of the United Nations, with its headquarters in Geneva, Switzerland, represented by the International Labour Office (**ILO**), and the Pacific Islands Forum (**PIF**), an organization established by treaty under the Agreement Establishing the Pacific Islands Forum at Port Moresby, Papua New Guinea, on 27 October 2005, acting through the Secretariat, with its headquarters at Ratu Sukuna Road, Suva, Fiji Islands.

The ILO and the PIF are hereinafter referred to individually as a “Party” and jointly as the “Parties”.

WHEREAS, the ILO has a constitutional mandate since 1919 to promote social justice, to develop international labour standards related to all facets and institutions of the world of work, and to protect all workers. It fosters realisation of its strategic objectives for decent work, notably full and productive employment, social security and labour protection, fundamental principles and rights at work, and social dialogue, on the basis of non-discrimination and gender equality;

WHEREAS, the ILO is unique among United Nations agencies in that tripartism is built into its foundation of governance through the participation of governments and of employers' and workers' organizations. It promotes tripartism and social dialogue in its activities globally and in the field;

WHEREAS, the PIF is the region's premier political and economic policy organisation. It comprises 18 members: Australia, Cook Islands, Federated States of Micronesia, Fiji, French Polynesia, Kiribati, Nauru, New Caledonia, New Zealand, Niue, Palau, Papua New Guinea, Republic of Marshall Islands, Samoa, Solomon Islands, Tonga, Tuvalu, and Vanuatu, duly organised under the laws of one or more of the member countries and committed to a region of peace, harmony, security, social inclusion, and prosperity, so that all Pacific people can lead free, healthy, and productive lives;

WHEREAS, the PIF aims to stimulate economic growth and enhance political governance and security for the region, through the provision of policy advice, and to strengthen regional cooperation and integration through coordinating, monitoring and evaluating implementation of Leaders' decisions;

WHEREAS, the Council of Regional Organisations of the Pacific (CROP) – of which PIF is a member and the Permanent Chair – and the United Nations Country Teams (UNCT) in the Pacific have adopted on 18 April 2024 the CROP-UNCT Pacific Principles for Dialogue and Engagement,

NOW, THEREFORE, the Parties, being desirous of cooperating with each other within the framework of their respective mandates, have agreed as follows:

Article 1. Purpose

- 1.1. The purpose of this Agreement is to establish a framework for non-exclusive cooperation between the Parties in the areas identified in Article 3 below.
- 1.2. For the purposes of their cooperation, the Parties recognise the broad key strategic guidance of the following documents:
 - 1.2.1. The 2030 Agenda for Sustainable Development;
 - 1.2.2. The ILO Declaration on Fundamental Principles and Rights at Work, as amended in 2022;
 - 1.2.3. The ILO's Global Call to Action for a human-centred recovery from the COVID-19 crisis;
 - 1.2.4. The SIDS Accelerated Modalities for Action (SAMOA) Pathway;
 - 1.2.5. The 2050 Strategy for the Blue Pacific Continent and its Implementation Plan.

Article 2. Principles for Dialogue and Engagement

- 2.1. The Parties acknowledge that their cooperation will be guided by the following considerations:
 - 2.1.1. **Human-centred development:**
 - 2.1.1.1. The Parties recognise that economic social development must be fully inclusive, sustainable and resilient. Without concerted action by governments, employers' and workers' organizations, and the international community to address the inequalities that have deepened during the COVID-19 pandemic, there is a very real risk that the economic and social consequences shall endure well beyond the pandemic itself, with profound implications for the achievement of social justice and decent work for all, including full, productive and freely chosen employment¹, and shall further reverse gains and undermine progress towards achieving the goals of the United Nations 2030 Agenda for Sustainable Development;
 - 2.1.1.2. The Parties recognise the need to value the voice and needs of marginalised people and communities in the development and implementation of regional and national socio-economic policies and strategies through inclusion and equitable stakeholder participation; and

¹ Decent work encompasses job creation, rights at work, social protection and social dialogue, with gender equality as a crosscutting objective.

- 2.1.1.3. The Parties recognise the importance of strengthening the involvement of non-state actors, including civil society, the private sector, media, academia, community and faith-based organisations, as well as the engagement with development partners in supporting the safeguarding the Blue Pacific Continent.
- 2.1.2. **Climate change and just transition:** The Parties recognise the importance of maximizing the social and economic opportunities of climate action, while minimizing and carefully managing any challenge so as to ensure Pacific Island communities continue to thrive by protecting their rights, cultures and traditional values.
- 2.1.3. **Social dialogue and tripartism:** The Parties recognise the importance of collaboration between governments and employers' and workers' organizations in fostering social and economic progress as well as engagement with development partners in supporting the safeguarding of the Blue Pacific Continent. Social dialogue and tripartism will be encouraged and promoted under all areas of this Agreement.

Article 3. Areas of Cooperation

- 3.1. The Parties, recognising the complementarity of the 2030 Agenda for Sustainable Development – which places decent work for all, and the ILO's mandate and purpose of social justice, at the heart of policies for sustainable and inclusive growth and development – and the 2050 Strategy for the Blue Pacific Continent, have identified the following areas in which cooperation may be pursued, with each Party operating subject to its respective mandates, rules, regulations, policies and procedures.

3.1.1. Political Leadership and Regionalism (SDG 16 and 17)

Promotion of regional coordination to address common labour market issues including the needs to advance gender equality, to combat violence and harassment at work, and to ensure good governance of labour mobility schemes.

3.1.2. People Centered Development (SDG 3, 4, 5, 6, 8, 10 and 11)

Promoting universal access to comprehensive, adequate and sustainable social protection for a people-centred approach to development, including by adapting and preserving indigenous knowledge. It is important to capture integrated sets of policies designed to ensure income security and support to all people across the life cycle, paying particular attention to the poor and the vulnerable.

3.1.3. Peace and Security (SDG 10 and 16)

Strengthening the capacity of governments to promote and ensure the observance of fundamental principles and rights at work, both to protect workers and to ensure a level playing field for investment in the region.

3.1.4. Resources and Economic Development (SDG 1, 2, 8, 9, 10, 12 and 17)

Private sector development to promote inclusive, job-rich economic growth, as well as employment diversification for sustainable development. Regulatory and policy reforms, promoting the fundamental principles and rights at work, to improve enabling environments for innovation, support the establishment and growth of small enterprises, and enhance skills development.

Article 4. Modalities of Cooperation and Implementation

- 4.1. The modalities of cooperation in the areas specified in Article 3 above include, but are not limited to, joint activities such as research, technical meetings, technical advisory services, training, and preparation of manuals, guidelines, tools and methodologies as well as general technical cooperation.
- 4.2. Except as may be otherwise agreed in writing, each Party shall bear its own costs arising out of the implementation of this Agreement, subject to the availability of funds.
- 4.3. The Parties shall enter into supplementary written agreements, in accordance with their respective rules, regulations, policies and procedures, to regulate the conditions under which they shall carry out specific activities in the areas of cooperation specified in Article 3 above.

Article 5. Consultation and Exchange of Information

- 5.1. The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.
- 5.2. The Parties shall, at such intervals as deemed appropriate, but at least once every year, convene meetings to review the progress of activities being carried out under the present Agreement and to plan future activities.
- 5.3. Consultation and exchange of information and documents under this Agreement shall be without prejudice to arrangements which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements shall survive the termination of this Agreement and of any supplementary agreements signed by the Parties in accordance with this Agreement.

- 5.4.** The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

Article 6. Intellectual Property, Use of Name and Emblem, and Protection of Personal Data

- 6.1.** This Agreement does not grant the right to use materials belonging to, or created by, either Party. Each Party shall retain intellectual property rights over all materials developed and produced by itself, its staff or consultants, for activities within the framework of this Agreement. The Parties shall agree, in writing, on the ownership of any intellectual property rights that may arise out of the specific activities that may be undertaken in accordance with this Agreement or subsequent supplementary agreements.
- 6.2.** Subject to prior written approval, the name and emblem of either Party may only be used by the other Party in connection with the activities that may be undertaken in accordance with this Agreement.
- 6.3.** In the event that the Parties collect, receive, use, transfer or store any personal data in the implementation of this Agreement or subsequent supplementary agreements, they shall apply the United Nations Principles on Personal Data Protection and Privacy.

Article 7. Validity and Termination

- 7.1.** This Agreement shall enter into force upon its signature by the duly authorised representatives of the Parties and shall remain in force for a period of five (5) years.
- 7.2.** The Parties may agree in writing to extend the validity of this Agreement for subsequent periods of five (5) years.
- 7.3.** Any Party may terminate this Agreement upon two (2) months' prior written notice to the other Party.
- 7.4.** Termination of this Agreement shall not automatically affect any supplementary agreements entered into by the Parties in accordance with this Agreement.
- 7.5.** Upon receipt of a notice of termination, the Parties shall agree on steps to terminate their joint activities and consultations in a prompt and orderly manner.
- 7.6.** Any issues arising out of the termination of this Agreement, including the right to and transfer of any materials and products in progress, shall be negotiated and agreed upon in writing.

Article 8. Amendments

- 8.1.** This Agreement may be amended by mutual written agreement between the Parties, signed by their duly authorised representatives.

Article 9. Communications

9.1. Any notice or other communication to be given by either of the Parties to the other shall be in writing and shall be sent by email to the address of the relevant Party stated below or any other address notified by that Party for the purposes of this Article:

For ILO: Mr. Martin Wandera, ILO Director for Pacific Island Countries
ILO Country Office for Pacific Island Countries
FNPF Place, 8th Floor, 343-359 Victoria Parade
Suva
Fiji
suva@ilo.org

For PIF: Deputy Secretary General, Strategic Planning and Coordination
Pacific Islands Forum Secretariat
Ratu Sukuna Road
Suva
Fiji
info@forumsec.org

Article 10. Settlement of Disputes

10.1. Any dispute, controversy or claim between the Parties concerning the interpretation, implementation or application of any of the provisions of this Agreement shall be settled amicably through direct negotiation among the Parties.

Article 11. Privileges and Immunities

11.1. Nothing in or relating to this Agreement shall be deemed a waiver, express, or implied, of any of the privileges and immunities of either Party.

The Parties agree that this Agreement may be signed either electronically or in handwritten form in two (2) originals. The Parties further agree that the electronic signatures appearing on or logically associated with this Agreement are equivalent to handwritten signatures for the purposes of validity, enforceability and admissibility.

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of the Parties, have signed this Agreement in English, on the dates and at the places indicated below.

For the International Labour Organization



Name: Ms Chihoko Asada-Miyakawa
Title: Assistant Director-General and Regional
Director for Asia and the Pacific
In Suva
Signed on 26 April 2024

For the Pacific Islands Forum



Name: Mr Esala Nayasi
Title: Acting Secretary-General

In Suva
Signed on 26 April 2024