

**COMPLEMENTARY AGREEMENT TO THE AGREEMENT BETWEEN
THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND
THE INTERNATIONAL LABOUR ORGANIZATION (ILO) ON
TECHNICAL COOPERATION WITH OTHER LATIN AMERICAN AND AFRICAN
COUNTRIES FOR THE IMPLEMENTATION OF THE ILO/BRAZIL
PARTNERSHIP PROGRAMME FOR THE
PROMOTION OF SOUTH-SOUTH COOPERATION**

The Government of the Federative Republic of Brazil

and

The International Labour Organization (ILO)
(hereinafter referred to as the "Parties")

Considering the Agreement between the Government of the Federative Republic of Brazil and the International Labour Organization (ILO) on Technical Cooperation with other Latin American and African Countries, signed In Geneva, on 29th July, 1987, in which the Parties agree to collaborate in the implementation of programmes and projects of technical cooperation in developing countries according to details specified in Complementary Agreements;

Considering the Memorandum of Understanding between the Government of the Federative Republic of Brazil and the International Labour Organization for the Establishment of a Technical Cooperation Program for the Promotion of a Decent Work Agenda, signed in Geneva, on June 2nd 2003;

Considering the Memorandum of Understanding between the Government of the Federative Republic of Brazil and the International Labour Organization for the Establishment of the South-South Cooperation Initiative to Combat Child Labour, signed in Brasilia, on December 14th 2007;

Considering the targets established in the Decent Work Agenda for the American Hemisphere until 2015, adopted during the ILO XVI Americas Regional Meeting, held in Brasilia, in May 2006;

Considering the Protocol of Intentions between the Federative Republic of Brazil and the International Labour Organization for Technical Cooperation on Development and Exchange of Knowledge, Information and Experiences in the Area of Social Security, signed in Brasília, on March 26th 2008;

Reiterating the commitment of the Brazilian Government and of the ILO to promote South-South cooperation as one of the mechanisms for implementing the Decent Work National Agenda;

Reiterating the commitment of the Brazilian Government and of the ILO to promote South-South cooperation as a means to contributing to enhance Member States capacities to duly comply with the international labour standards and, in particular, to implement the ILO Declaration on Social Justice for a Fair Globalization, adopted by the International Labour Conference on June 2008 and by the General Assembly of the United Nations in December 2008 (Resolution A/63/L.29/Rev.1);

Conscious of the possibility, with the cooperation of the ILO, to enhance the Brazilian capacity to support the implementation of innovative South-South cooperation projects with a view to facilitating the dissemination of good practices and initiatives for the promotion of decent work;

Considering the Revised Standard Agreement between the Government of the Federative Republic of Brazil and the United Nations, its Specialized Agencies and the IAEA, signed on December 29th 1964; and

Considering the United Nations Convention on The Privileges and Immunities of the Specialized Agencies, signed on November 21st 1947,

Have agreed as follows:

Article 1 **The Object**

1. The object of the present Complementary Agreement is the establishment of a Partnership Programme for the Promotion of South-South Cooperation (hereinafter referred to as "Partnership Programme"), through a triangular mechanism, in order to provide interested ILO Member States with technical cooperation in the implementation of the Decent Work Agenda.
2. The ILO Declaration on Social Justice for a Fair Globalization of 2008 will form the background for the Partnership Programme in order to promote the four strategic objectives of the Decent Work Agenda, including its cross cutting themes.
3. The Partnership Programme will provide support to the achievement of Decent Work outcomes under the respective ILO's mandate, in particular as referred to in the *Strategic Objectives no. 1 - Promote and realize standards and fundamental principles and rights at work*, and *no. 3 - Enhance the coverage and effectiveness of social protection for all*.
4. The Partnership Programme shall be guided by the principles of equality among the Parties, mutual support, local ownership and solidarity amongst Nations.

Article 2

Responsibilities Of The Parties

1. The Brazilian Government designates the Brazilian Agency for Cooperation (ABC) as responsible for the coordination of activities to be developed in the framework of this Complementary Agreement.

2. The Brazilian Government will:

- a) Identify and assess, jointly with the ILO, areas in which Brazil is willing to provide technical cooperation, highlighting, in particular, examples of good practices whose effectiveness and replicability would make them particularly eligible for initiatives of international cooperation;
- b) Design, in partnership with the ILO, and in consultation with the interested countries, at least four technical cooperation projects to be approved by the ABC, the countries involved and the ILO;
- c) Identify, together with the ILO, Brazilian institutions with expertise to implement the projects and activities;
- d) Monitor and evaluate the projects results, in coordination with the ILO and interested countries; and
- e) Bear the costs of the implementation of the technical cooperation projects, in the extent negotiated with the ILO and the interested countries subject to the availability of resources according to budgetary provisions and in strict compliance with the applicable national laws and regulations of the Federative Republic of Brazil.

3. The ILO designates the ILO Office in Brazil as responsible for the coordination of activities to be developed under this Complementary Agreement.

4. The ILO will:

- a) Inform the Brazilian Government, through ABC, of any request of technical cooperation necessary to the implementation of the Decent Work Agenda;
- b) Facilitate the identification and mobilization of stakeholders in the interested country to appropriately engage in the implementation of the technical cooperation project;
- c) Identify and assess, together with the Brazilian Government, successful Brazilian experiences developed by governmental institutions, worker's and employer's organizations as well as other social actors for the promotion of decent work;
- d) Design, in partnership with ABC, and in consultation with the interested countries, at least four technical cooperation projects to be approved by the ABC, the countries involved and the ILO; and

- e) Implement, together with the Brazilian institutions involved, the activities described in the technical cooperation projects, in coordination with the Brazilian Government and the interested countries;
- f) Monitor and evaluate the projects results, in coordination with the Brazilian Government and the interested countries; and
- g) Prepare the list of non-expendable equipment purchased by the projects within thirty (30) days of the conclusion of the projects. Such equipment shall be disposed of in accordance with the ILO's regulations, rules, directives and procedures.

Article 3 Financial Inputs

1. The financial inputs envisaged for the implementation of this Complementary Agreement will be described in the Partnership Programme Document and in future South-South technical cooperation projects to be approved by the ABC, the countries involved and the ILO.
2. The Parties may mobilize resources from other countries, international organizations, non-governmental organizations and other sources to support the execution of this Complementary Agreement.

Article 4 Operation

1. For the implementation of the Partnership Programme, technical cooperation project documents will be prepared and agreed in writing among Brazil, ILO and the interested countries. The project documents will contain a description of the context, justification, objectives, strategies, expected outcomes and beneficiaries. They shall also define the technical and financial costs as well as the timeline of instalments. The project documents will indicate the national authorities, both in Brazil and in the interested countries responsible for their implementation, and incorporate the applicable terms of this Complementary Agreement. Where appropriate, the ILO and the country concerned will conclude further agreements which shall not establish additional obligations to Brazil.
2. The ILO will administer the financial resources to be mobilized under the scope of the Partnership Programme, including the procurement of goods and services, solely in accordance with its regulations, rules, directives and procedures.
3. The ILO will maintain a separate accountability in U.S. Dollars for the funds received under the scope of the Partnership Programme showing all incomes and expenditures.

Transfers paid and expenditures incurred in currency other than U.S. Dollars will be converted into U.S. Dollars at the United Nations operational exchange rate of the date of the transaction.

4. The ILO's obligations under this Complementary Agreement will be contingent upon receipt of the necessary funds. If sufficient funds are not received, the assistance to be provided to the Project under this Agreement may be reduced, suspended or terminated by the ILO with immediate effect.
5. The ILO will notify the ABC in writing if the contribution is insufficient to cover Partnership Programme project activities. In this event, the ABC and the ILO will consult for the purpose of increasing the contribution so as to cover the project activities or modifying the project activities to the level covered by the existing contribution.
6. The ILO will not assume any liability for the excess of the amount that it has actually received under the scope of the Partnership Programme.
7. The funds transferred for the implementation of the Partnership Programme will cover project expenditures and support costs which are calculated at the rate of five percent (5%) of direct project costs for the activities, as approved under ILO rules and regulations.
8. Any interest derived from the funds received under the scope of the Partnership Programme will be accounted for separately and will be reverted to the projects.
9. Notwithstanding the completion of a project, implemented under the Partnership Programme, the ILO will continue to hold unutilized payments until all commitments and liabilities incurred in the implementation of the Project have been satisfied and project activities brought to an orderly conclusion.
10. Any balance remaining unspent after such commitments and liabilities have been satisfied will be disposed of by the ILO in consultation with the Brazilian Government.

Article 5

Reproduction, Publication And Dissemination

1. All intellectual property rights including copyright and patent rights related to new materials developed within the scope of the projects or activities implemented under the Partnership Programme shall be jointly held by the Government of Brazil and the ILO. Both Parties shall independently have the right to publish, reproduce, adapt, translate and distribute copyrighted work produced after the approval of the Partnership Programme and during the validity of the present Complementary Agreement or any part thereof for their own purposes.
2. ILO shall be responsible for dealing with license requests by third parties with respect to any of the copyrighted materials produced after the approval of the present Complementary Agreement, subject to previous consultation and endorsement of the Brazilian

Government when so requested by the Brazilian Government. With a view to ensuring the widest possible dissemination of the results of the Partnership Programme, in particular among ILO constituents, the ILO will not unreasonably refuse the requested licenses.

3. ILO shall have a non-exclusive right to use, on a royalty-free basis, the materials or knowledge used in the projects and activities implemented under the Partnership Programme which, prior to the signature of this Complementary Agreement, were owned or developed by Brazilian institutions, and will not, in any way, authorize its use by third parties, without the written consent of the Brazilian Government.

4. It is expressly forbidden to include or display in and by any manner, in the reproduction, publication and dissemination of the actions and activities executed under the framework of the present Complementary Agreement and of the texts and products derived from it, names, trademarks, symbols, logos, combinations of colors or signs or images that characterize or may characterize individual promotion or private appropriation with intention of profit.

Article 6 Reporting

1. The ILO will provide the Brazilian Government twice a year a statement showing the funds received and expended during the previous sixth month period.

2. The ILO will provide the Brazilian Government with annual progress reports and a final report of each project.

Article 7 Annual Review

The Parties will hold a programme review meeting annually to analyze the outputs and outcomes achieved by the projects and activities implemented under this Complementary Agreement as well as the financial status of the Programme, covering all important aspects of the utilization of the funds transferred by the Brazilian Government.

Article 8 Auditing

1. The contribution and its related activities and expenditures that will be directly executed by ILO will be subject to the internal and external auditing procedures provided for in the regulations, rules, directives and procedures of the ILO.

2. Whenever appropriate and to the extent provided for under ILO rules and regulations, audit reports will be examined by the Brazilian Government.

Article 9

Personnel

The personnel assigned and under contract with the ILO to the Projects, will be recruited and employed on the basis of the regulations, rules, directives and procedures of the ILO and will work under the supervision of the ILO.

Article 10

Privileges And Immunities

1. None of the provisions of this Complementary Agreement or documents relating thereto will be construed as constituting a waiver of the privileges and immunities enjoyed by the ILO.

2. In all matters connecting with the implementation of the technical cooperation programme under this Complementary Agreement, the Government of Brazil will apply to the ILO, its property, officials and any person designated by the ILO to perform services under this Agreement, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations of 1947 and Annex I thereof relating to the ILO, which the Government of Brazil adopted on May 9th 1986.

Article 11

Dispute Settlement

Any dispute related to interpretation or implementation of the present Complementary Agreement will be settled by direct negotiations between the Parties, through diplomatic channels.

Article 12

Amendments, Entry Into Force And Termination

1. The present Complementary Agreement may be modified or amended by mutual consent of the Parties, in writing and through diplomatic channels.

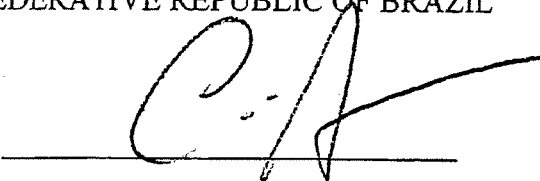
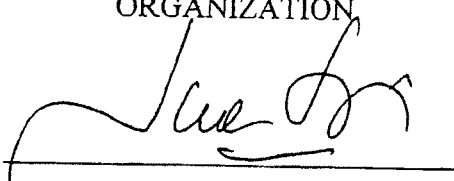
2. The present Complementary Agreement will come into force on the date of its signature and shall remain in force for three (3) years, being automatically renewed for subsequent equal periods, unless one of the Parties decides to terminate it.

3. Either Party may, at any time, notify the other of its intention to terminate the present Complementary Agreement, in writing and through diplomatic channels. Termination shall be effective ninety (90) days after the date of the notification. Termination of this Complementary Agreement shall not affect any undergoing project or activity unless the Parties agree otherwise.

4. In the case of termination by the Brazilian Government, the ILO will not be obliged to repay any funds irrevocably committed in good faith by the ILO to third parties before the date of the notification.

5. The obligations assumed by the ILO and the Brazilian Government under this Complementary Agreement will remain applicable after its termination to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds, and property, as well as the settlement of accounts between the Parties and the settlement or termination of contractual liabilities that are required in respect to any personnel, subcontractors, consultants, or suppliers.

Done at Geneva, on 22 March 2009, in duplicate, in the Portuguese and English languages, both texts being equally authentic. In case of divergence of interpretation the English version will prevail.

FOR THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL  Celso Amorim Minister of External Relations	FOR THE INTERNATIONAL LABOUR ORGANIZATION  Juan Somavia Director of the International Labour Organization
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