

► Additional stipulations to ILO External Collaboration Contracts funded by KfW

The External Collaborator acknowledges and agrees that the Standard Clauses applicable to ILO External Collaboration Contracts (**Contract**)¹ will be read in conjunction with the following additional stipulations, as per the requirements of KfW, Frankfurt am Main (**KfW**):

1. **Status of External Collaborator**² is supplemented as follows: The External Collaborator will neither represent the ILO nor engage any commitment on its behalf. If the performance of the Contract requires contact(s) with external parties, the External Collaborator will identify themselves as an independent contractor for the ILO and exercise complete professionalism, discretion and confidentiality. The Contract will not give rise to any type of benefits, allowances or leave entitlements.
2. **Intellectual property**³ is supplemented as follows: Intellectual property will be communicated in full to the ILO and at the latest upon termination or expiration of the Contract.
3. **Access** is integrated as follows: If any of the contractual obligations:
 - 3.1. must be performed on ILO premises, the ILO will facilitate access in line with requirements for such performance. The External Collaborator will comply with ILO safety and security requirements and any other relevant ILO rules and procedures while on ILO premises, as well as with the instructions given by designated ILO officials; and
 - 3.2. require access to the ILO's Information Technology (IT) systems, infrastructure or applications, the ILO will grant access rights in line with requirements for such performance. Such access is on a "need to know" basis and each access right will be unique, corresponding to an assigned individual user (i.e., non-transferrable). Upon termination or expiration of the Contract, the original access right will be de-activated. End-user computing devices such as personal computers, laptops, smartphones, and tablets used to access the ILO's IT systems, infrastructure or applications will comply with any ILO instructions on end-user computing devices⁴ and be in conformity with industry standards.⁵
4. **Data protection** is integrated as follows:
 - 4.1. **Transfers of ILO Data:** If any of the contractual obligations require access to International Labour Organization data including personal data⁶ (**ILO Data**), the ILO will transfer such ILO Data necessary for the performance of the External Collaborator's obligations.
 - 4.2. **Use of ILO Data:** Use (including accessing, processing, retention, storage) of ILO Data is limited to the purposes contained in the Contract and such use will be limited to the External Collaborator on a "need to know" basis. Use of ILO Data for internal research, marketing, sales, or promotional purposes is strictly prohibited. Subject to paragraph 5. below (Confidential information), the External Collaborator will treat ILO Data as confidential and may neither disclose it nor make it available to any third-party except with the ILO's prior written authorization.
 - 4.3. **Compliance:** The External Collaborator will ensure that ILO Data, whether collected or received directly or indirectly, is:
 - 4.3.1. processed lawfully, fairly and in a transparent manner in relation to the individual concerned;
 - 4.3.2. collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
 - 4.3.3. adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
 - 4.3.4. accurate and, where necessary, kept up to date;
 - 4.3.5. kept in a form which permits identification of the individuals concerned for no longer than is necessary for the purposes for which the ILO Data is processed; and

¹ See paragraph 6 of the Standard Clauses applicable to ILO External Collaboration Contracts, available at <http://www.ilo.org/excol-contract-en>.

² See paragraphs 7 to 10 of the Standard Clauses applicable to ILO External Collaboration Contracts.

³ See paragraph 9 of the Standard Clauses applicable to ILO External Collaboration Contracts.

⁴ ILO Office Procedure, *End-user computing devices*, IGDS No. 497, as revised from time to time, available at https://www.ilo.org/global/about-the-ilo/how-the-ilo-works/organigramme/infotec/WCMS_765823/lang-en/index.htm.

⁵ ISO/IEC 27001:2013 or equivalent.

⁶ For the ILO refer to ILO Office Directive, *Protection of personal data*, IGDS No. 457, as revised from time to time, available at https://www.ilo.org/global/about-the-ilo/how-the-ilo-works/accountability-and-transparency/WCMS_834490/lang-en/index.htm.

- 4.3.6. processed, retained and stored in a manner that ensures its appropriate security and does not constitute a waiver of the privileges and immunities of the International Labour Organization.
- 4.4. **Data security:** Upon discovery of a data security incident, the External Collaborator will immediately notify the ILO ⁷ and undertakes at their sole expense to cooperate fully with any ILO investigation, remediation steps and response to a data security incident.
5. **Confidential information** ⁸ is supplemented as follows: The Contract and any information identified as restricted or confidential ⁹ that is delivered or disclosed by one Party (**Discloser**) to the other Party (**Recipient**) during the course of performance of the Contract will be treated as confidential and used solely for the purpose for which it was disclosed.
- 5.1. **Exclusions:** There will be no obligation of confidentiality or restriction on use, where the information:
- 5.1.1. is publicly available, or becomes publicly available, other than by an action or omission of the Recipient;
 - 5.1.2. was already lawfully known to the Recipient prior to the performance of the Contract;
 - 5.1.3. was received by the Recipient from a third-party not in breach of an obligation of confidentiality; or
 - 5.1.4. is to be provided to an International Labour Organization entity, to another entity of the United Nations System or a multilateral development finance institution, including information relating to the External Collaborator's failure to comply with the provisions of paragraph 7. (Conduct) or information relating to paragraph 10. (Performance issues) below.
- 5.2. **Recording:** The ILO may record information relating to the External Collaborator's failure to comply with the provisions of paragraph 7. (Conduct) or information relating to paragraph 10. (Performance issues) below. Such records may negatively affect future opportunities including with the International Labour Organization, entities of the United Nations System and multilateral development finance institutions.
- 5.3. **Publication:** The ILO reserves the right to publish on the internet, including the websites of the International Labour Organization ¹⁰ and the United Nations Global Marketplace (**UNGM**) ¹¹, or otherwise make public the External Collaborator's name, address at the regional level ¹², and basic information regarding the Contract, including the amount of the Contract.
- 5.4. **Disclosure:** The Recipient may disclose Confidential information to the extent required by law or a regulatory body, provided that the Recipient gives the Discloser sufficient prior notice of the request in order to provide the Discloser with a reasonable opportunity from the receipt of the disclosure request, to take protective measures or such other action as may be appropriate before any such disclosure is made. Any such disclosure does not constitute a waiver of the privileges and immunities of the International Labour Organization.
6. **Retention** is integrated as follows: At their sole expense and risk, the External Collaborator must return, delete, or destroy all ILO Data and Confidential information, including data backups, within ten (**10**) days of the termination or expiration of the Contract.
7. **Conduct** ¹³ is supplemented as follows:
- 7.1. The External Collaborator will comply with all laws, ordinances, regulations and rules bearing upon the performance of their obligations throughout the contracting process and the performance of the Contract.
 - 7.2. The External Collaborator will comply with all requirements indicated by the ILO with respect to environmental and social safeguards.
 - 7.3. The ILO requires the External Collaborator to support and respect the protection of internationally proclaimed human rights ¹⁴ and to observe the highest ethical standards throughout the contracting process and the performance of the Contract. The ILO further requires that the External Collaborator will neither use nor engage in any: threats of violence, verbal or psychological harassment or abuse. The External Collaborator is encouraged to abide by the United Nations Supplier Code of Conduct. ¹⁵

⁷ ILO Information Security and Assurance Services Unit (ISAS) at isas@ilo.org.

⁸ See paragraph 8 of the Standard Clauses applicable to ILO External Collaboration Contracts.

⁹ For the ILO refer to ILO Office Directive, *Classification of ILO Information Assets*, IGDS No. 456, as revised from time to time, available at https://www.ilo.org/global/about-the-ilo/how-the-ilo-works/accountability-and-transparency/WCMS_745768/lang--en/index.htm.

¹⁰ <https://www.ilo.org/global/lang--en/index.htm>

¹¹ <https://www.ungm.org/>

¹² At the NUTS 2 level or equivalent, see Nomenclature of Territorial Units for Statistics, available at: <https://ec.europa.eu/eurostat/web/nuts/background>.

¹³ See paragraph 8 of the Standard Clauses applicable to ILO External Collaboration Contracts.

¹⁴ United Nations Guiding Principles on Business and Human Rights, available at https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf.

¹⁵ https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.pdf

- 7.4. The ILO has a zero-tolerance towards fraudulent and other proscribed practices.¹⁶
- 7.5. The ILO has a zero-tolerance towards sexual exploitation, abuse and harassment.¹⁷ The External Collaborator will refrain from engaging in any prohibited conduct, including, sexual activities with any person under the age of eighteen (18), regardless of the age of majority or age of consent locally; or, conduct that may be construed as sexual harassment.
- 7.6. If at any stage of the contracting process or during Contract performance a conflict of interest¹⁸ arises, or appears likely to arise, including any situation in which the interests of the External Collaborator conflict with the interests of the ILO, or any situation in which any ILO official, employee or person under a contract with the ILO may have, or appears to have, an interest of any kind in the External Collaborator's activities or any kind of economic or personal ties with the External Collaborator, then the External Collaborator will immediately notify the ILO in writing, setting out all relevant details. The External Collaborator will take such steps as the ILO may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of the ILO.
8. **Full disclosure** is integrated as follows:
- 8.1. The External Collaborator warrants that:
- 8.1.1. they are neither the subject of any sanctions¹⁹ nor identified as ineligible by any government, supranational organization (e.g., European Union), another entity of the United Nations System or multilateral development finance institution;
- 8.1.2. they are not guilty of misrepresentation, whether through omission or otherwise, in providing required information for the purposes of obtaining the Contract; and
- 8.1.3. they will disclose to the ILO if they become subject to any sanction or temporary suspension during the term of the Contract; or, if they have been accused of any allegations of breach of Conduct. The External Collaborator recognizes that a breach of this provision constitutes a fraudulent practice.
- 8.2. For the purposes of KfW's verification of compliance with its regulatory obligations, the ILO may transfer relevant information regarding the External Collaborator (including name, nationality and address) to KfW throughout the contracting process and the performance of the Contract.
9. **Terrorism** is integrated as follows: The External Collaborator undertakes to use reasonable efforts to ensure that no resources provided under the Contract are made available or used to provide support to individuals or entities associated with terrorism, which are named on the United Nations Security Council Consolidated List, as may be amended.²⁰
10. **Performance issues**²¹ is supplemented as follows Should the External Collaborator encounter conditions that impede, or are likely to impede, timely and/or satisfactory performance of the Contract, the External Collaborator will immediately notify the ILO in writing with full particulars, including the likely duration and the cause. The Parties will consult as soon as practicable after receipt of such notice, to evaluate any available means of mitigation or appropriate remedies.
11. **Audit, investigation and monitoring** is integrated as follows: The External Collaborator will:
- 11.1. keep accurate and regular records and accounts of the implementation of the Contract, and retain all records, including financial documents, related to or arising from the Contract during its execution and for a period of ten (10) years from the termination or expiration of the Contract;
- 11.2. provide full and timely cooperation with any audit, evaluation, investigation, inspection, monitoring, review, or other activity relating to any aspect of the contracting process or Contract, conducted by the ILO or its authorized representative, including KfW. Such cooperation includes the External Collaborator's obligation to make available any relevant documentation and records for such purposes at reasonable times and on reasonable conditions during the period set forth in paragraph 11.1. above;

¹⁶ https://www.ilo.org/global/about-the-ilo/how-the-ilo-works/accountability-and-transparency/WCMS_745755/lang--en/index.htm

¹⁷ https://www.ilo.org/global/about-the-ilo/how-the-ilo-works/accountability-and-transparency/WCMS_750824/lang--en/index.htm; https://www.ilo.org/global/about-the-ilo/how-the-ilo-works/accountability-and-transparency/WCMS_764109/lang--en/index.htm

¹⁸ For the ILO refer to ILO Office Guideline, *Conflicts of interest*, IGDS No. 68, as revised from time to time, available at https://www.ilo.org/global/about-the-ilo/how-the-ilo-works/accountability-and-transparency/WCMS_745766/lang--en/index.htm.

¹⁹ See, in particular the United Nations Security Council Consolidated List, available at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>.

²⁰ <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>

²¹ See paragraph 12 of the Standard Clauses applicable to ILO External Collaboration Contracts.

- 11.3. promptly furnish, upon request, all information and documents related to the Contract which KfW requires to fulfil its obligations to prevent any Sanctionable Practice ²², money laundering and/or terrorism financing; and
- 11.4. extend access to sites and premises, excluding private dwellings, where such operations are carried out.
12. **Survival** is integrated as follows: The obligations contained in paragraphs **2.** (Intellectual property); **4.** (Data protection); **5.** (Confidential information); **11.** (Audit, investigation and monitoring) will survive the termination or expiration of the Contract.
13. **Privileges and immunities** is integrated as follows: Nothing in or related to the Contract will be deemed a waiver of any of the privileges and immunities of the International Labour Organization.

²² For the present purposes, Sanctionable Practice means any proscribed practice which (i) is unlawful or prohibited under the law or the regulatory framework and rules applicable to either KfW or the ILO and (ii) has, or potentially could have, a material legal or reputational effect on the agreement between the ILO and KfW or its implementation.