

► Additional stipulations to ILO External Collaboration Contracts funded by USDOS

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 by the United States Department of State (**USDOS**):

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. **Communication and Visibility** is integrated as follows: Unless otherwise instructed by the ILO, the External Collaborator will ensure that all deliverables (e.g., reports, training and public awareness materials, and press releases):
 - 2.1. will be prepared in English. Where such items are provided in both English and another language, it must be stated in each version that the English version is the controlling version;
 - 2.2. regardless of form and medium (including the internet) that identify USDOS carry the disclaimer: *"This [publication, video or other information/media product (specify)] was made possible through support provided by the United States Department of State, under the terms of Award No. [insert]. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the United States Department of State";*
 - 2.3. are marked appropriately overseas with the standard U.S. flag in a size and prominence equal to (or greater than) any other logo or identity; and
 - 2.4. are communicated to the ILO before they are finalized. The External Collaborator acknowledges and agrees that the ILO will communicate same to USDOS for approval prior to release or publication.
3. **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. USDOS will receive a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the deliverables produced in accordance with the Contract.
4. **Access** is integrated as follows: If any of the contractual obligations:
 - 4.1. 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
 - 4.2. 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
5. **Data protection** is integrated as follows:
 - 5.1. **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.

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

- 5.2. **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 6. 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.
- 5.3. **Compliance:** The External Collaborator will ensure that ILO Data, whether collected or received directly or indirectly, is:
- 5.3.1. processed lawfully, fairly and in a transparent manner in relation to the individual concerned;
 - 5.3.2. collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
 - 5.3.3. adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
 - 5.3.4. accurate and, where necessary, kept up to date;
 - 5.3.5. 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
 - 5.3.6. 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.
- 5.4. **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.
6. **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.
- 6.1. **Exclusions:** There will be no obligation of confidentiality or restriction on use, where the information:
 - 6.1.1. is publicly available, or becomes publicly available, other than by an action or omission of the Recipient;
 - 6.1.2. was already lawfully known to the Recipient prior to the performance of the Contract;
 - 6.1.3. was received by the Recipient from a third-party not in breach of an obligation of confidentiality; or
 - 6.1.4. 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 8. (Conduct) or information relating to paragraph 12. (Performance issues) below.
 - 6.2. **Recording:** The ILO may record information relating to the External Collaborator’s failure to comply with the provisions of paragraph 8. (Conduct) or information relating to paragraph 12. (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.
 - 6.3. **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.
 - 6.4. **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.

https://www.ilo.org/global/about-the-ilo/how-the-ilo-works/accountability-and-transparency/WCMS_834490/lang-en/index.htm.

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>.

7. **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.
8. **Conduct**¹³ is supplemented as follows:
 - 8.1. 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.
 - 8.2. The ILO requires the External Collaborator to support and respect the protection of internationally proclaimed human rights¹⁴ 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
 - 8.3. The ILO has a zero-tolerance towards fraudulent and other proscribed practices.¹⁶
 - 8.4. 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, (i) 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, (ii) severe forms of trafficking in persons¹⁸; (iii) procure a commercial sex act¹⁹; or (iv) use of forced labour²⁰ in the performance of the Contract.
 - 8.5. If at any stage of the contracting process or during Contract performance a conflict of interest²¹ 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.
9. **Unallowable expenses** are integrated as follows: The External Collaborator may not use funds received under the Contract, when such funds are earmarked for specific activities:
 - 9.1. for **alcoholic beverages**;
 - 9.2. for **direct cash transfers** to target beneficiaries. Participant support costs incurred in the nature of incidental items that are purchased and distributed or the issuance of vouchers may be allowable. Participant support costs that are direct costs for items incidental to providing services, including such items as uniforms, school supplies, books, provision of tuition (e.g., in the form of stipends), and transportation costs, are allowable;
 - 9.3. for **entertainment**, including amusement, diversion, and social activities and any costs directly associated with entertainment (such as tickets, meals, lodging, rentals, transportation, and gratuities). Costs of training, meetings and conferences, when the primary purpose is the dissemination of technical information, are allowable. Costs of meals, refreshments, transportation, rental of facilities and other items incidental to such meetings and conferences, are allowable. Costs related to child labour educational activities, such as street plays and theatre, are allowable;
 - 9.4. for **payments to host country governments**, or entities that are agencies of, or operated by or for host country governments, ministries, officials or political parties, that duplicate or substitute for existing government

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/unsccc/conduct_english.pdf

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 present purposes, severe forms of trafficking in persons means: (i) sex trafficking in which a commercial sex act is induced by force, fraud, coercion, or in which the person induced to perform such act has not attained eighteen (18) years of age; or (ii) the recruitment, harbouring, transportation, provision, or obtaining of a person for labour or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

¹⁹ For the present purposes, commercial sex act means any sex act on account of which anything of value is given to or received by any person.

²⁰ For the present purposes, forced labour means labour obtained by any of the following methods: the recruitment, harbouring, transportation, provision, or obtaining of a person for labour or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

²¹ 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.

functions. Payments to host country governments not specified in the Contract are not allowed, except with the prior written authorization of USDOS and of the ILO;

- 9.5. with the **intent to influence** a US Government official (including any member of Congress, Congressional staff, or any Federal, state, or local official of the US Government), to favour, adopt, or oppose, by vote or otherwise, any US Government legislation, law, ratification, policy or appropriation, or to influence in any way the outcome of a political election in the United States of America, or to contribute to any political party or campaign in the United States of America, or for activities carried on for the purpose of supporting or knowingly preparing for such efforts. This includes awareness raising and advocacy activities that include fund-raising or lobbying of Federal, state, or local officials of the US Government. Any communications about the ILO and its programs or activities, in response to a request by any US Government official, or for consideration or action on the merits of a federally-sponsored agreement or relevant regulatory matter by a US Government official, will be handled in direct consultation with the ILO;
 - 9.6. for the purchase of **land**;
 - 9.7. for **goods or services used for private purposes** by the External Collaborator;
 - 9.8. to promote, support or advocate the **legalization or regulation of prostitution** as a legitimate form of work. Nothing in the preceding sentence will be construed to preclude assistance designed to combat trafficking in persons, including programs for prevention, protection of victims, and prosecution of traffickers and others who profit from trafficking in persons, by ameliorating the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked;
 - 9.9. for any activity that involves **investment promotion in a foreign country**;
 - 9.10. for **religious instruction**, worship, prayer, proselytizing or other inherently religious activities, or the purchase of religious materials. Any inherently religious activities carried out by the External Collaborator must be separately accounted for and use non-USDOS and non-matching funds, as well as be clearly separated in time and physical space from activities funded pursuant to the Contract. Direct beneficiaries of the project must have a clear understanding that their enrollment is not conditioned on their participation in any religious activities and that any decision not to participate in any inherently religious activity will in no way impact or result in any negative consequences to their standing, participation in or receipt of benefits from the project; and
 - 9.11. to incur any other costs which are not **reasonable, allocable and allowable**. For the purpose of this paragraph, "reasonable" means those costs that do not exceed those that would ordinarily be incurred by a prudent person in the conduct of normal business; "allocable" means those costs that are necessary to the Contract; "allowable" means those costs that are reasonable and allocable, and that conform to any limitations set forth in the Contract.
10. **Full disclosure** is integrated as follows: The External Collaborator warrants that:
- 10.1. they are neither the subject of any sanctions ²² 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;
 - 10.2. they are not identified as ineligible by the US Office of Foreign Assets Control - Sanctions Programs and Information. ²³
 - 10.3. they are not guilty of misrepresentation, whether through omission or otherwise, in providing required information for the purposes of obtaining the Contract; and
 - 10.4. 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.
11. **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, or on any list published by the US Office of Foreign Assets Control - Sanctions Programs and Information. ²⁴
12. **Performance issues** ²⁵ 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

²² See, in particular the United Nations Security Council Consolidated List, available at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>.

²³ <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>

²⁴ <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>;

<https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>

²⁵ See paragraph 12 of the Standard Clauses applicable to ILO External Collaboration Contracts.

consult as soon as practicable after receipt of such notice, to evaluate any available means of mitigation or appropriate remedies.

13. **Audit, investigation and monitoring** is integrated as follows: The External Collaborator will:
 - 13.1. 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; and
 - 13.2. 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 USDOS. 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 13.1 above.
14. **Leahy vetting requirement** is integrated as follows: The External Collaborator:
 - 14.1. will not provide training or other assistance to any unit of the security forces of a foreign country, if the US Secretary of State has credible evidence that such unit has committed gross violations of human rights; and
 - 14.2. where applicable for the purposes of USDOS' verification of compliance with its regulatory obligations, will obtain and provide to the ILO information (e.g., full name, date and country of birth, country of citizenship(s), gender, rank, unit, title, affiliation) regarding units or individuals proposed for training, workshops, meetings, conferences, or other activities, not less than sixty (60) days prior to the activity taking place.
15. **Substantial involvement** is integrated as follows: Where applicable, the External Collaborator will provide full and timely cooperation with the ILO and USDOS, which may be substantially involved, with a view to:
 - 15.1. ensuring all research involving human beings is reviewed by an ethics committee, as needed, to ensure that the appropriate ethical standards are being upheld;
 - 15.2. reviewing and providing input on the analysis of legal definitions of trafficking in persons, forced labour, trafficking for forced labour as it relates to the Trafficking Victims Protection Act;
 - 15.3. reviewing and providing input on the development of statistical definitions and indicators of trafficking in persons, forced labour, and trafficking for forced labour;
 - 15.4. reviewing and providing input on the survey tools and administrative data guidance before the workshops and cognitive testing commences;
 - 15.5. reviewing and providing input on the revision of survey tools and administrative data guidance based on regional workshop outcomes;
 - 15.6. reviewing and providing input on the survey tools and administrative data guidance based on results of cognitive testing;
 - 15.7. reviewing and approving the publicly available final survey tools and the administrative data guidance; and
 - 15.8. attending one of the regional workshops and one of the cognitive testing sessions.
16. **Language** is integrated as follows: The official language of communications and documentation (e.g., Award documents, correspondence, reports, etc.) with USDOS is English. If communications or documentation are provided in both English and another language, the English version will be the controlling version.
17. **Survival** is integrated as follows: The obligations contained in paragraphs 3. (Intellectual property); 5. (Data protection); 6. (Confidential information); and 13. (Audit, investigation and monitoring) will survive the termination or expiration of the Contract.
18. **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.
