



**[IMPLEMENTING PARTNER'S NAME
AND ADDRESS]**

IMPLEMENTATION AGREEMENT

No.: [NUMBER]

between

THE INTERNATIONAL LABOUR ORGANIZATION

represented by

THE INTERNATIONAL LABOUR OFFICE

and

[IMPLEMENTING PARTNER]

Duration of the Agreement:	[WORK COMPLETION TIME FRAME IN MONTHS]
Currency and Total Value of the Agreement:	[CURRENCY AND TOTAL VALUE]
Programme/Project Name:	[PROGRAMME/PROJECT NAME AND CODE]

WHEREAS, the International Labour Organization represented by the International Labour Office (the “ILO”) and **[IMPLEMENTING PARTNER]**, located at **[ADDRESS]**, **[COUNTRY]** (the “Implementing Partner”) have agreed to cooperate in the implementation of **[PROGRAMME/PROJECT NAME AND CODE]** in **[COUNTRY]** which aims to **[PROJECT OBJECTIVE]**.

NOW THEREFORE, the ILO and the Implementing Partner (the “Parties”) hereby agree as follows:

1. NATURE OF THE AGREEMENT

- 1.1. This Agreement constitutes the complete and exclusive agreement between the Parties. It supersedes all proposals, verbal or written arrangements or agreements, and any other communications by one of the Parties or between the Parties relating to the Agreement.
- 1.2. This Agreement is composed of the following documents listed in their order of precedence: (i) this Agreement document; (ii) the Terms and Conditions Applicable to ILO Implementation Agreements in **Annex A**; and (iii) the other annexes listed in article 6 of this Agreement.
- 1.3. For the purpose of this Agreement the term “goods” means all tangible items, including equipment. The term “services” means work, duty or labour, including renovation and construction works.

2. WORK TO BE PERFORMED

- 2.1. The Implementing Partner will perform with all reasonable skill, care and diligence the tasks and/or services as specified in the Terms of Reference (TOR) or equivalent document in **Annex C**, within the approved budget.
- 2.2. The work will commence upon the signature of this Agreement and will be completed within **[WORK COMPLETION TIME FRAME IN MONTHS]** thereof.
- 2.3. The Implementing Partner will be responsible for obtaining and renewing at its own cost and in a timely manner all licenses, authorizations and permits, which are required to perform the work under the Agreement, and without prejudice to paragraph 1.2 of the Terms and Conditions Applicable to ILO Implementation Agreements in **Annex A**, for paying all customs, taxes, fees and duties relating to the Agreement and its implementation.
- 2.4. The Implementing Partner will submit for the approval by the ILO a detailed workplan, not later than **[WORKPLAN SUBMISSION TIME FRAME]** after the signature of this Agreement.
- 2.5. In accordance with the ILO’s instructions, the Implementing Partner will regularly review the workplan and, where necessary, submit to the ILO an updated version.
- 2.6. The Implementing Partner will notify the ILO of any developments that may have a significant impact on the ILO programme/project activities or may materially impair the ability to meet the objectives of the ILO programme/project.

3. REPORTING

- 3.1. The Implementing Partner may, subject to the duration of the Agreement and/or any deliverables established in the Agreement, submit for acceptance to the ILO technical progress and expenditure reports in accordance with the following schedule: **[PROGRESS REPORTING SCHEDULE]**.
- 3.2. Upon completion of the work the Implementing Partner will submit for acceptance to the ILO the final technical and expenditure reports within **[FINAL REPORTING TIME FRAME]** following completion of the work.
- 3.3. Each of the reports will be prepared in the formats set out in **Annex D** and signed by a

duly authorized representative of the Implementing Partner and submitted to the ILO official(s) mentioned in paragraph 5.2.

- 3.4. The ILO reserves the right to request the Implementing Partner to supply additional information on the work and on its progress thereof. If fully satisfied with the reports, the ILO will notify the Implementing Partner of its acceptance.
- 3.5. Without prejudice to any other right or remedy under this Agreement, non-compliance with the above provisions will result in action being taken by the ILO, including a demand for reimbursement or suspension of future payments.

4. FINANCIAL ARRANGEMENTS

- 4.1. Upon execution of the work to the satisfaction of the ILO and acceptance by the ILO of the reports, submitted in accordance with paragraphs 3.1 and 3.2, and any other deliverables established in the Agreement, the ILO will pay to the Implementing Partner an amount not exceeding **[AMOUNT IN LOCAL CURRENCY OR USD]** (the “total value of the Agreement”). In any event, the ILO’s maximum financial liability under this Agreement will not exceed **[AMOUNT IN USD]**.
- 4.2. The total value of the Agreement will be paid by the ILO to the Implementing Partner as follows: **[PAYMENT SCHEDULE]**.
- 4.3. In no event will the total of the payments referred to in paragraph 4.2 exceed ninety-five (95) per cent of the total value of the Agreement.
- 4.4. A final payment representing any difference between the approved total expenditure incurred by the Implementing Partner, which cannot exceed the total value of the Agreement and the sums already paid by the ILO to the Implementing Partner as advance and progress payments, will only be made to the Implementing Partner by the ILO upon receipt and acceptance of the final reports described in paragraph 3.2 and subject to the ILO’s satisfaction.
- 4.5. The Implementing Partner will obtain the prior written approval of the ILO should it become necessary to deviate from the approved budget indicated in **Annex C** or in the approved revised budget, where applicable. The Implementing Partner will reimburse with immediate effect any amount spent contrary to the authorized expenditures and, further, without prejudice to any other right or remedy under this Agreement, the ILO reserves the right to suspend with immediate effect any payments to the Implementing Partner until the Implementing Partner makes the necessary reimbursement.
- 4.6. Upon completion of the work, the Implementing Partner will immediately return any unspent balance to the ILO.
- 4.7. All financial obligations and transactions under this Agreement will be completed by the end date of the related ILO programme/project, **[END DATE OF THE ILO PROGRAMME/PROJECT]**.

5. LANGUAGE AND COMMUNICATIONS

- 5.1. The language to be used for all official communications between the Parties is English.
- 5.2. The Implementing Partner will submit all communications (including the reports and any other deliverables) to the ILO official(s) mentioned below: **[ILO OFFICIAL(S) NAME(S) AND CONTACT DETAILS]**.
- 5.3. The ILO will submit all communications to the Implementing Partner’s representative(s) mentioned below: **[IMPLEMENTING PARTNER REPRESENTATIVE(S) NAME(S) AND CONTACT DETAILS]**.
- 5.4. The original of this Agreement has been written and signed in English. If this Agreement is translated into another language, the English version will govern and prevail.

6. ANNEXES

6.1. The following annexes form an integral part of this Agreement:

- 6.1.1. Annex A: Terms and Conditions Applicable to ILO Implementation Agreements;
- 6.1.2. Annex B: ILO Terms and Conditions for implementation agreements funded by a specific ILO donor; *
- 6.1.3. Annex C: Terms of Reference (TOR) or equivalent document, including detailed budget; and
- 6.1.4. Annex D: ILO Implementation Agreement Expenditure Report Format and Technical Report Format (the latter will be prepared by the ILO programme/project team and attached to this Agreement).

6.2. In the event that the terms contained in the above annexes are incompatible with those contained in this Agreement, then the latter will govern and prevail.

7. ENTRY INTO FORCE AND VALIDITY

7.1. This Agreement, superseding all communications between the Parties, will enter into force upon its signature by the authorized representatives of the Parties and will expire upon fulfilment by the Parties of their respective obligations or otherwise in accordance with its provisions.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed the present Agreement, in duplicate, on the dates and at the places indicated below their respective signatures.

Implementing Partner:
[REPRESENTATIVE'S NAME]

International Labour Office:
[REPRESENTATIVE'S NAME]

Signature:

Date:

Place:

Signature:

Date:

Place:

* To be attached to the Agreement where the donor is the United States Department of Labour (USDOL), the European Union or the World Bank Group through the Standard Form of Agreement between the World Bank Borrower and UN Agencies.