

**Memorandum of Understanding**  
**between**  
**The Pacific Community (SPC)**  
**and**  
**The International Labour Organization**

**PREAMBLE**

The Pacific Community (hereinafter referred to as “SPC”) and the International Labour Organization represented by the International Labour Office through its Country Office for Pacific Island Countries (hereinafter referred to as “ILO”), collectively referred to as “the Parties”,

**ACKNOWLEDGING** the importance of data and statistical information for national and global development agendas, and the steps taken by SPC through its Statistics for Development Division, with the responsibility of strengthening the production and use of quality statistics for evidence-based policy formulation, programme implementation and monitoring and evaluation of progress towards the achievement of nationally and internationally agreed goals of its member States in the Pacific region.

**RECOGNIZING** the role of the ILO, through its Department of Statistics, to provide users with relevant, timely and reliable labour statistics, to develop international standards for better measurement of labour issues and Sustainable Development Goals (SDGs), as well as for enhanced international comparability and assist member States develop and improve their labour statistics.

**NOTING** that in doing so, the ILO, as focal point within the United Nations system for labour statistics and measurement of decent work, maintains strong professional relations with national statistical systems and statistics offices of other international organizations;

**The Parties hereby agree to cooperate as follows:**

**Article I**

**Purpose and Scope**

- 1.1. The purpose of the present Memorandum of Understanding (MoU) is to facilitate collaboration between the ILO and SPC in labour statistics and particularly in the following areas of mutual concern which are set out as a framework for the partnership as well as the basis for elaborating a commonly agreed work programme. The list does not exclude other areas deemed useful by both Parties.
  - (i) Improved analysis of data from existing surveys and censuses to feed into labour market information systems and other development policies;
  - (ii) Improved collection of data on labour market statistics through surveys and censuses (e.g. labour force surveys, household income and expenditure surveys, population censuses, among others);



- (iii) Strengthened capacity of Pacific Island Countries to conduct regular national labour force surveys and other surveys in order to provide timely relevant, credible and internationally comparable labour statistics;
- (iv) Increased compilation, documentation, and sharing of labour related microdata from surveys and censuses – noting that formal approval by the data producer is required for sharing of microdata - to improve access to, reporting and usage of labour statistics, especially in the context of the Global Indicator Framework of the Sustainable Development Agenda 2030;
- (v) Enhanced sharing of information on meetings, conferences, workshops and seminars dealing with labour statistics and related topics that are being organized by each of Party, drawing particular attention to issues that they shall need to individually and/or collectively address at such fora;
- (vi) Enhanced capacity development and transfer, such as in the gathering and producing of labour market data, including in the production of joint publications.

## **Article II**

### **Mutual Consultation and Exchange of Information**

- 2.1. The Parties agree to maximize cooperation, eliminate undesirable duplication of work, and ensure the most efficient use of their technical personnel in the execution of their mandates.
- 2.2. The Parties shall, on regular basis, maintain consultations on issues and activities of strategic importance for the purposes of furthering and facilitating the effective achievement of objectives they have in common and of ensuring the greatest possible coordination of activities with a view to maximizing complementarity and mutual support.
- 2.3. Subject to such arrangements as may be necessary to safeguard the status of confidential material available to them, the ILO and SPC shall exchange information and documentation on matters of common concern within their domains, and shall keep each other informed of current and planned activities of mutual interest for the purpose of identifying areas in which cooperation between them may prove desirable.

## **Article III**

### **Implementation of the Memorandum of Understanding**

- 3.1. The Parties shall set up an appropriate mechanism for the implementation of this MoU as necessary in light of their respective rules and regulations or relevant operational experiences.
- 3.2. In the event the implementation of specific activities requires financial arrangement, the Parties shall conclude appropriate agreements in accordance with applicable regulations, rules and procedures of the ILO and SPC.
- 3.3. Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract nor shall commit on behalf of the other Party.
- 3.4. The Parties shall use their best efforts to settle amicably all disputes, controversies or claims arising out of or in connection with this MOU or the interpretation thereof.
- 3.5. Nothing in or relating to this MOU shall be deemed as a waiver, express or implied, of any of the privileges and immunities of either Party, including those of its officers or any subsidiary organs.



## Article IV

### Official Correspondence

4.1. All communication related to this MoU shall be addressed to the people below or their nominees.

**For the ILO**

The Director

ILO Country Office for Pacific Island  
Countries

8<sup>th</sup> floor, FNPF Place (Dolphins)

343-359 Victoria Parade, Suva, Fiji

Tel: +679 331 3410

Email: [SUVA@ilo.org](mailto:SUVA@ilo.org)

**For the SPC**

The Director

Statistics for Development Division  
The Pacific Community

95 Promenade Roger Laroque

B.P. D5 – 98848, Noumea, New Caledonia

Tel: +687 26 20 00

Email: [spc@spc.int](mailto:spc@spc.int)

## Article V

### Use of Name, Emblem and Logo

5.1. Neither Party shall use the name, emblem or logo of the other Party, its subsidiaries, affiliates, or any abbreviation thereof, in connection with its activities or otherwise without the express prior written approval of the other Party in each case.

5.2. The Parties agree to recognize, acknowledge and publicize this partnership as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

## Article VI

### Entry into Force, Modification and Termination

6.1. The cooperation under this MoU shall enter into force on the date on which it is signed by both authorized representatives of the ILO and SPC.

6.2. The Parties may agree to amend this MoU through an exchange of letters between them following appropriate consultations.

6.3. This MoU may be terminated by mutual consent of the two Parties or by either Party giving the other Party six (6) months' written notice in advance. This period shall commence as from the date of receipt of the notice of termination.

**IN WITNESS WHEREOF**, the duly authorized representative of the Parties affix their signatures below.

For the International Labour Organization

Name: **Ms Tomoko Nishimoto**

Title: Assistant Director-General and Regional  
Director for Asia and the Pacific

Signature: 

Date: 06 Oct 2017

For the Pacific Community

Name: **Ms Audrey Aumua**

Title: Deputy Director General Suva

Signature: 

Date: 6 / 10 / 17