

AGREEMENT BETWEEN

**THE GOVERNMENT OF BELGIUM, THROUGH ITS FEDERAL PUBLIC SERVICE
FOREIGN AFFAIRS, FOREIGN TRADE AND DEVELOPMENT COOPERATION –
DIRECTORATE GENERAL FOR DEVELOPMENT COOPERATION (DGD)**

AND

THE INTERNATIONAL LABOUR ORGANIZATION

WHEREAS the Government of Belgium, represented by the Federal Public Service Foreign Affairs, Foreign Trade And Development Co-Operation – Directorate General For Development Co-Operation (the “Donor”) and the International Labour Organization, represented by the International Labour Office (ILO) have signed a Framework Agreement on 20 September 2016, outlining the context of collaboration between the DGD and ILO;

WHEREAS the Donor and the ILO agreed to cooperate in the implementation of the project: “ILO Development Cooperation Supporting Ukraine”

WHEREAS the ILO is prepared to receive and administer DGD’s contribution for the implementation of the project;

NOW THEREFORE, the ILO and DGD (hereinafter referred to collectively as “the **Parties**”, individually as a “**Party**”) hereby agree as follows:

Article 1: CONTRIBUTION

- 1.1. The Donor shall make available an amount of maximum 1,500,000 EUR (including 1% UN Levy of 14,852 EUR) for the implementation of “ILO Development Cooperation Supporting Ukraine” hereinafter referred to as “the contribution”.
- 1.2. The payment of the contribution will be transferred into the following account:

Bank: UBS Switzerland AG, Rue du Rhone 8, 1204 Geneva Switzerland
Account No. 240-C0991221.4
IBAN: CH46 0024 0240 C099 1221 4
Swift: UBSWCHZH80A
Reference: ILO DC Supporting Ukraine
- 1.3. The contribution will be paid in one installment. which will be paid upon receipt of ILO’s countersignature of this Specific Agreement and upon receipt of a formal request for the payment of the contribution stating ILO’s bank account for the payment.

- 1.4. The contribution shall cover project expenditures and support costs which are calculated at the rate of thirteen (13) percent of direct project costs.
- 1.5. The ILO shall administer and account for the funds in accordance with its Financial Regulations and Rules. All financial commitments and expenditure incurred by the ILO with respect to activities financed under this Agreement shall be expressed in USD.
- 1.6. The ILO shall acknowledge in writing the receipt of the contribution, as well as the equivalent amount in USD, at the United Nations Operational Rate of Exchange on the date of each transaction.
- 1.7. The ILO shall maintain a separate account expressed in U.S. Dollars for the contribution showing all income and expenditures. Contributions paid and expenditures incurred in currency other than U.S. Dollars shall be converted into U.S. Dollars at the United Nations operational rate of exchange on the date of the transaction.
- 1.8. The donor acknowledges that the ILO cannot pre-finance project activities. If the contribution, or any part of it, is not received in a timely manner, the project activities may be reduced, suspended or terminated by the ILO with immediate effect.
- 1.9. Any interest derived from the contributions shall be accounted for separately and added to the funds available for the project. After completion of the project and after all commitments and liabilities incurred in the implementation of the project has been satisfied, any balance remaining unspent or uncommitted shall be returned to the donor.
- 1.10. The ILO shall not assume any liability in excess of the amount that it has actually received from the donor.
- 1.11. Pursuant to paragraph 10(a) of United Nations General Assembly Resolution A/RES/72/279 (31 May 2018)¹, Belgium agrees that an additional amount corresponding to one (1) per cent of the project's budget will be paid to directly finance the UN Resident Coordinator System. This amount, hereinafter referred to as the "coordination levy", will be held in trust by the ILO pending its transfer to the UN Special Purpose Trust Fund and does not form part of the ILO's project expenditures and support costs. The coordination levy for this Agreement is 14,852 EUR. This amount will be transferred to the ILO's bank account upon signature of this Agreement.

Article 2: RECRUITMENT AND PROCUREMENT

- 2.1. The personnel assigned by the ILO to the project, shall be recruited, employed and supervised by the ILO in accordance with its regulations, rules, directives and procedures.
- 2.2. Procurement for the project shall be undertaken by the ILO in accordance with its regulations, rules, directives and procedures.

¹ <http://undocs.org/a/res/72/279>.

- 2.3. If any equipment is purchased by the ILO for the project, the ILO shall prepare a report of non-expendable equipment within thirty (30) days of its closure. It shall be disposed of in accordance with the ILO's regulations, rules, directives and procedures.

Article 3: INTELLECTUAL PROPERTY RIGHTS

- 3.1. All Intellectual Property Rights including title, copyright and patent rights resulting from the project activities shall be vested in the International Labour Organization including, without any limitation, the rights to use, publish, sell, or distribute, privately or publicly, any item or part thereof.

Article 4: PERSONAL DATA PROTECTION AND PRIVACY

- 4.1 The ILO adheres to the Principles on Personal Data Protection and Privacy approved by the High Level Committee on Management (HLCM).² These principles (the "Principles") set out a basic framework for the processing of "personal data", which is defined as information relating to an identified or identifiable natural person ("data subject"), by, or on behalf of, the United Nations System Organizations in carrying out their mandated activities. Data protection shall be undertaken by the ILO in accordance with its regulations, rules, directives and procedures.

Article 5: ETHICAL CONDUCT

- 5.1. No offer, gift, payment, consideration or benefit of any kind, the provision of which would constitute an illegal, corrupt or fraudulent practice shall be made, promised, sought or accepted (either directly or indirectly) as an inducement or reward in relation to activities funded under this Agreement. Each Party is expected to notify the other Party of any such practices. Any personnel, subcontractors or collaborators engaged in the implementation of project activities are expected to observe the highest standards of ethical conduct in the execution of their obligations.

Article 6: REPORTS

- 6.1 The ILO shall provide DGD with:
- **Certified Financial Statements**, annual financial statements to be provided not later than 31 March each year, showing funds received and expended, during the previous 1 January to 31 December period, in respect of the financial activities of the project. These statements shall consist of an extract from the ILO's accounts, as submitted for audit to the external auditor whose certificate will appear in the ILO's annual financial report.
 - **Annual Technical Progress Reports**, not later than 31 March each year, on the results obtained by the project in the previous 1 January to 31 December period. These reports shall provide detailed information on the achievement of the goals and objectives set and include a progress report giving information on actual outputs compared to planned outputs, work plans and time schedules, use of inputs, risks and/or problems encountered or foreseen and other information relevant to the project.

² <https://www.unsceb.org/principles-personal-data-protection-and-privacy>.

- **Final Report**, within three months after the end of the project, after activities are completed, with a final consolidated financial statement and a final technical report covering all important aspects of the utilization of the Contributions. The final report shall give a summary of outputs and activities undertaken, achievements compared to the objective and outcome and an assessment of the efficiency of the project.
- 6.3 Where appropriate and in line with its rules, ILO will refer to the contribution with regards to the project or its activities in publications, speeches, press releases or similar communications

Article 7: EVALUATION

- 7.1. Evaluation of the project shall be undertaken by the ILO in accordance with its regulations, rules, directives and procedures, in close collaboration with DGD.

Article 8: AUDITING

- 8.1. The contribution and associated activities and expenditures shall be subject exclusively to the internal and external auditing procedures provided for in the ILO regulations, rules, directives and procedures.

Article 9: SEXUAL EXPLOITATION AND ABUSE AND SEXUAL HARASSMENT

9.1 a. Sexual exploitation and abuse

The Government of Belgium and ILO have a zero tolerance for inaction approach to tackling sexual exploitation and abuse ("SEA").³ This means the ILO and its implementing partners will take all reasonable steps to prevent SEA by both its employees and any implementing partner and respond appropriately when reports of SEA arise, in accordance with their regulations, rules, policies and procedures. Unless inconsistent with a specific regulation, rule, policy or procedure governing ILO, then ILO will apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse (Annex) and the following principles and practices when implementing the activities under this arrangement and provide evidence to demonstrate this where required:

- (a) Adherence to the IASC-Minimum Operation Standards on "Protection from sexual exploitation and abuse by own personnel" with a transitory period for its application until December 2022;
- (b) A victim/survivor-centered approach⁴ to SEA issues;
- (c) Strong leadership and signaling on tackling SEA;
- (d) Make all reasonable efforts to address gender inequality and other power imbalances;
- (e) Reporting to enhance accountability and transparency;
- (f) Ensure that SEA standards from this arrangement are reflected in funding

³ See UNSG Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse.

⁴ A victim/survivor centered-approach is one for which the victim/survivor's dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the [UN Protocol on Allegations of SEA Involving Implementing Partners](#), the victim/survivor should be informed, consulted during the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the victim/survivor and/or handling information regarding the allegation will maintain confidentiality, ensure safety of the victim/survivor, and apply victim/survivor-centered principles which are safety, confidentiality, respect, and non-discrimination. When the victim/survivor is a child, the approach will consider the best interests of the child and engage with the family/caregivers as appropriate. Staff and partners should comply with host country and local child welfare and protection legislation and international standards, whichever gives greater protection.

templates with implementing partners, by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners, with a transitory period for its application until June 2022.

b. Sexual harassment

The Government of Belgium and ILO have a zero tolerance for inaction approach to tackling sexual harassment ("SH").⁵ This means ILO will take all reasonable steps to prevent SH and respond appropriately when reports of SH arise, in accordance with its regulations, rules, policies and procedures.

Unless inconsistent with a specific regulation, rule, policy or procedure governing ILO, then ILO will apply the following principles and practices when implementing the activities under this arrangement:

- (a) A victim/survivor-centered approach to SH issues;
- (b) Strong leadership and signaling on tackling SH;
- (c) Make all reasonable efforts to address gender inequality and other power imbalances;
- (d) Reporting to enhance accountability and transparency;

9.2. ILO will adhere to the following requirements:

a. Allegations of SEA

- (i) ILO will promptly report all allegations of SEA credible enough to warrant an investigation through the Secretary-General's reporting mechanism (the "Report").
- (ii) When ILO reports an allegation of SEA to, or becomes aware of an allegation reported through, the Report that is (i) directly related to the activities funded by this arrangement or, (ii) would have a significant impact on the partnership between ILO and the Government of Belgium, ILO will promptly notify the Donor of the report made and the relevant arrangement number, if applicable and provide information containing the level of detail that ILO is aware of.
- (iii) Upon request from the Government of Belgium, ILO agrees to provide further available relevant information ILO is aware of for allegations notified under paragraph 2a (ii) including about subsequent measures taken by ILO, unless disclosure of such information would be inconsistent with ILO's regulations, rules, policies and procedures concerning disclosure of information

b. Allegations of SH

- (i) ILO will report allegations of sexual harassment and measures taken through existing reporting mechanisms.
- (ii) Where ILO has determined that the allegations would have a significant impact on the partnership between the ILO and the Government of Belgium, ILO will promptly notify the Donor and provide information containing the level of detail of the existing reporting mechanisms.

⁵ See the UN System Model Policy on Sexual Harassment and the UN Secretary-General's Bulletin ST/SGB/2019/8 for the uniform definition of sexual harassment in the UN System.

(iii) Upon request from the Government of Belgium, ILO agrees to provide further available relevant information, that ILO is aware of unless disclosure of such information would be inconsistent with ILO's regulations, rules, policies and procedures concerning disclosure of information.

9.3. It is understood and accepted that ILO's arrangement to report on SEA and SH will be performed in accordance with ILO's regulations, rules, policies and procedures, including its rules on confidentiality, and is subject to not compromising the safety, security, privacy and due process rights of any concerned persons.

9.4. When ILO becomes aware of reasonable suspicions, complaints or reports of SEA or SH by its personnel, ILO will, as appropriate under its regulations, rules, policies, and procedures, take reasonable, swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for potential criminal matters), as appropriate and when safe to do so, after considering the wishes of the victim/survivor.

9.5. The Government of Belgium or any of its duly authorized representatives may, in accordance with agreed mutually accepted terms of reference, carry out reviews or evaluations or other assessment measures to verify ILO's zero tolerance for SEA and SH, provided that such measures are consistent with the single audit principle governing the UN, if applicable. ILO will fully cooperate within the scope of the terms of reference with any such reasonable requests by the Government of Belgium or any of its duly authorized representatives or agents to carry out such measures.

9.6. Any information or documentation provided in accordance with these provisions will be treated by the Government of Belgium with utmost discretion in order to ensure, *inter alia*, the probity of any investigation, protect sensitive information, ensure the safety and security of persons and respect the due process rights of all involved. The Government of Belgium will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to the Government of Belgium will be available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with ILO. The Government of Belgium will obtain the express written authorization of ILO before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by law applicable to the Government of Belgium and is not subject to ILO's privileges and immunities under international and/or national law (such as information/documentation constituting UN archives).

9.7. Unless the regulations, rules, policies, and procedures applicable to ILO are amended at an earlier stage, and/or there are other substantive changes to any of the referenced policies, processes or mechanisms, the above provisions are subject to possible review two years after the date of the Government of Belgium's mutual decision on their text with ILO. Any changes to the above provisions that may be mutually decided following such a review will take effect at least four years after the date of the Government of Belgium's mutual decision on the present text with ILO until which time the above provisions will continue to apply.

Article 10: ANNEXES

- 10.1. Annex 1, Proposal to Belgium for ILO Development Cooperation Supporting Ukraine and 2, ILO Service Offer Ukraine form an integral part of this Agreement. In the event that the terms contained in the Annexes are incompatible with those contained in this Agreement, then the latter shall govern and prevail.

Article 11: COMPLETION, TERMINATION, WITHHOLDING OF FUNDS AND AMENDMENTS

- 11.1. The ILO shall notify DGD when all activities relating to the project have been completed.
- 11.2. After consultations have taken place between the Parties, either Party may give the other Party written notice of termination of this Agreement. Termination shall take effect ninety (90) days after receipt of the notice.
- 11.3. In the case of termination by the Donor, the ILO shall not be obliged to repay any funds irrevocably committed in good faith by it to third parties before the date of notice of such termination.
- 11.4. The obligations assumed by the ILO and DGD under this Agreement shall survive 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, collaborators, or suppliers.
- 11.5. This Agreement may be amended through an exchange of letters between DGD and the ILO. The letters exchanged to this effect shall become an integral part of this Agreement.

Article 12: VALIDITY

- 12.1. This Agreement shall remain in force for the duration of the project activities, unless terminated earlier by either Party in accordance with Article 11.
- 12.2. The Parties may decide to extend the validity of this Agreement by mutual written consent signed by their authorized representatives.

Article 13: RELATIONSHIP OF PARTIES

- 13.1. Nothing contained herein shall be construed as establishing a relationship of principal and agent as between the Donor and the ILO.

Article 14: APPLICATION OF ILO'S LEGAL PROVISIONS

- 14.1. For any matters not specifically covered by this Agreement, the appropriate provisions of the regulations, rules, directives and procedures of the ILO shall apply.

Article 15: CORRESPONDENCE

- 15.1 The offices responsible for all matters related to this specific agreement are:

For ILO
International Labour Organization
Multilateral Partnerships and
Development Cooperation (PARTNERSHIPS)
For the attention of- Mr. Francesco d'Ovidio
Route des Morillons 4, 1202 Genève
Switzerland

For Belgium
Belgian Mission to the UN in Geneva
58 Rue de Moillebeau (6e)
Geneva - CH-1209
Switzerland

Article 16: DISPUTE SETTLEMENT

- 16.1. The Parties shall use their best efforts to settle amicably all disputes, controversies or claims arising out of or in connection with this Agreement or the interpretation thereof.
- 16.2. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof - which cannot be settled amicably within sixty (60) days - shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules (UNCITRAL). The Parties agree to be bound by any arbitration award rendered in accordance with this provision as the final adjudication of any dispute.

Article 17: PRIVILEGES AND IMMUNITIES

- 17.1. Nothing in this Agreement or relating thereto shall be construed as constituting a waiver of the privileges and immunities enjoyed by the ILO.
- 17.2. In all matters connecting with performance under this Agreement, the Government of Belgium shall 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 of the Privileges and Immunities of Specialized Agencies (1947) and Annex I thereof relating to the ILO.

Article 18: LANGUAGE

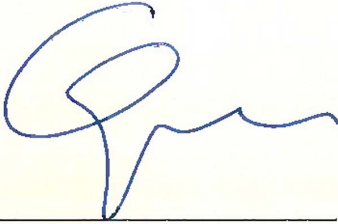
- 18.1. The original of this Agreement has been written and signed in English. If this Agreement is translated into a language other than English, the English version shall govern and prevail.

Article 19: ENTRY INTO FORCE

19.1. This Agreement, superseding all communications between the Parties, shall enter into force upon its signature by the authorized representatives of the Parties.

On behalf of the Government of Belgium

On behalf of the
International Labour Office



Mrs Caroline Gennez
Minister of Development Cooperation
and Major Cities Policy



Ms Claire Harasty
Director, ILO-Budapest

In

In Budapest

On

On [31/10/2023](#)

Annex 1: Proposal to Belgium for ILO Development Cooperation Supporting Ukraine

Annex 2: ILO Service Offer "Support for Ukraine Recovery"

Annex 3: IASC Six Core Principles Relating to Sexual Exploitation and Abuse

