



ILO TERMS AND CONDITIONS FOR EUROPEAN UNION FUNDED IMPLEMENTATION AGREEMENTS

Required provisions where the EU is the donor:

The Implementing Partner acknowledges and agrees that as the funding for the Implementation Agreement (Agreement) derives from the European Union represented by the European Commission (EU), the following provisions are required and are to be read in conjunction with the Terms and Conditions applicable to ILO Implementation Agreements:

2.7. COMMUNICATION AND VISIBILITY

- 2.7.1. The Implementing Partner will implement the Communication and Visibility Plan provided by the ILO.
- 2.7.2. Unless the EU requests or agrees otherwise, the Implementing Partner will take all appropriate measures to publicise the fact that the Action¹ has received funding from the EU. Information given to the press and to the Final Beneficiaries, as well as all related publicity material, official notices, reports and publications will acknowledge that the Action was carried out "with funding by the European Union" and will display the EU logo (twelve yellow stars on a blue background) in an appropriate way. Publications by the Implementing Partner pertaining to the Action, in whatever form and whatever medium, including the internet, will carry the following disclaimer: "This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union." In the case of EU External Actions and Common Foreign and Security Policy such measures will be carried out in accordance with the Communication and Visibility Manual² published by the European Commission or with any other guidelines agreed between the European Commission and the ILO.
- 2.7.3. If during the implementation of the Action, equipment, vehicles or major supplies are purchased using EU funds, the Implementing Partner will display appropriate acknowledgement on such vehicles, equipment or major supplies, including the display of the EU logo (twelve yellow stars on a blue background). Where such display could jeopardise the safety of the Implementing Partner's staff or of the Final Beneficiaries, the Implementing Partner will propose appropriate alternative arrangements. The acknowledgement and the EU logo will be of such a size and prominence as to be clearly visible in a manner that will not create any confusion regarding the identification of the Action as an activity of the ILO, nor the ownership of the equipment, vehicles or major supplies by the ILO or the Implementing Partner, as applicable.³
- 2.7.4. The Implementing Partner will ensure that reports, publications, press releases and updates relevant to the Action are communicated to the ILO, as and when they are issued. The Implementing Partner acknowledges and agrees that the ILO will communicate such reports, publications, press releases and updates to the EU.
- 2.7.5. The Parties will consult immediately and strive to remedy any detected shortcoming in implementing the visibility requirements set out in paragraph 2.7. This is without prejudice to measures the ILO may take in case of substantial breach of an obligation.

¹ Action means the cooperation programme or project partly or wholly financed by the EU, which is carried out by the ILO with the support of the Implementing Partner.

² Communication and Visibility Manual for EU External Actions, available at: http://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en.

³ Final Beneficiary means a natural or legal person ultimately benefitting from the Action.

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- 3.1.5. The Party that owns the Intellectual Property will grant the EU or any other entity designated by the EU the right to use free of charge the results of the Action, including the reports and other documents relating to it, which are subject to industrial or intellectual property rights.
- 3.4. **DATA PROTECTION:**
- 3.4.1. The Implementing Partner will ensure appropriate protection of personal data in accordance with applicable EU and national law.
- 4.2.1.3. "conflict of interest" is a situation that gives rise to an actual, potential or perceived conflict between the interests of one party and another; or where the impartial and objective exercise of the functions of the Implementing Partner is compromised;
- 4.2.3.1. The Implementing Partner will also immediately notify the ILO if:
- 4.2.3.1.1 it has or if it becomes aware that persons having powers of representation, decision making or control over the Implementing Partner have:
- (i) been the subject of a final judgement or of a final administrative decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; or
- (ii) been the subject of a final judgement or of a final administrative decision for an irregularity affecting the EU's financial interest;
- 4.2.3.1.2 it is guilty of misrepresentation in supplying the information required as a condition of participation in an ILO procurement or grant award procedure or if it fails to supply this information.
- 4.2.3.2. The Implementing Partner acknowledges and agrees that the ILO will inform the EU of any of the situations referred to in subparagraph 4.2.3.1. The Implementing Partner further acknowledges and agrees that the EU may introduce this information in the EU's Early Detection and Exclusion System and may publish it on the website of the European Commission. The Implementing Partner will immediately inform the ILO when it becomes aware that transmitted information needs to be rectified, updated or removed.
- 4.3. **OTHER OBLIGATIONS:** The Implementing Partner will promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements.
- 5.1.1. The Implementing Partner warrants that it is not subject to any EU restrictive measures (www.sanctionsmap.eu) and that it will immediately inform the ILO of any change to its status.
- 5.1.2. The Implementing Partner will undertake all reasonable efforts and procedures to ensure that none of the funds received under the present Agreement are used, directly or indirectly, to provide support to individuals or entities associated with terrorism, and that recipients of any amounts provided hereunder do not appear on any consolidated list of EU restrictive measures nor on any sanctions lists issued by the United Nations Security Council. This provision must be included in all sub-contracts or sub-agreements entered into under the Agreement.
- 9.6.1. **ACCOUNTING:** The Implementing Partner will keep accurate and regular records and accounts of the implementation of the Action in conformity with internationally accepted standards. Financial transactions and financial statements may be subject to the auditing procedures set forth in paragraphs 9.6.2 and 9.6.3.



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- 9.6.2. **RECORDS:** For a period of not less than ten (10) years from the termination or expiration of the Agreement, and in any case until any ongoing audit, verification, appeal, litigation or pursuit of claim or investigation by the European Commission⁴, if notified to the Implementing Partner, has been disposed of, the Implementing Partner will keep and make available according to paragraph 9.6.3 all relevant financial information (originals or copies) related to the Agreement.
- 9.6.3. **ACCESS AND FINANCIAL CHECKS:**
- 9.6.3.1. The ILO will carry out, in accordance with the principle of proportionality and its regulations and rules, ex-ante and/or ex-post controls including, where appropriate, on-the-spot checks on representative and/or risk-based samples of transactions, to ensure that the Action financed by the EU is effectively carried out and implemented correctly. The Implementing Partner acknowledges and agrees that the ILO will inform the European Commission of irregularities and fraud detected in the management of EU funds and the measures taken. Where funds have been unduly paid to or incorrectly used by the Implementing Partner, the ILO will take all applicable measures in accordance with its own regulations and rules to recover those funds, including, where appropriate, by bringing legal proceedings and by endeavouring to assign claims against the Implementing Partner to the Contracting Authority or the European Commission.
- 9.6.3.2. The Implementing Partner will allow the European Commission, or any other authorised representatives, to conduct desk reviews, investigations and on-the-spot checks on the use made of the EU contribution on the basis of supporting accounting documents and any other documents related to the financing of the Action.
- 9.6.3.3. To that end, the Implementing Partner undertakes to provide officials of the European Commission, or any other authorised representatives, upon request, information and access to any documents and computerised data concerning the technical and financial management of operations financed under the Agreement, as well as grant them access to sites and premises at which such operations are carried out. The Implementing Partner will take all necessary measures to facilitate these checks. The documents and computerised data may include information which the Implementing Partner considers confidential in accordance with its own established regulations and rules or as governed by contractual agreement. Such information once provided to the European Commission, or any other authorised representatives, will be treated in accordance with EU confidentiality rules and legislation. Documents must be accessible and filed in a manner permitting checks, the Implementing Partner being bound to inform the European Commission of the exact location at which they are kept. Where appropriate, the Implementing Partner may agree with the ILO to send copies of such documents for a desk review.
- 9.6.3.4. Where applicable, the desk reviews, investigations and on-the-spot checks referred to in paragraphs 9.6.3.2 and 9.6.3.3 will refer to a verification which will be performed in accordance with the verification clauses agreed between the EU and the ILO.
- 9.6.3.5. The European Commission or the ILO will inform the Implementing Partner of the planned on-the-spot missions by representatives appointed by the European Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.

⁴ For the purposes of paragraphs 9.6.2 and 9.6.3, reference to the European Commission includes the European Anti-Fraud Office and the European Court of Auditors.



International Labour Office

9.6.3.6. Failure to comply with the obligations set forth in paragraph 9.6.3 constitutes a case of breach of a substantial obligation under this Agreement.

[Name, Position]

[Date]

[Address]