

**AGREEMENT
BETWEEN
THE INTERNATIONAL LABOUR ORGANIZATION (ILO)
AND
THE INTERNATIONAL ORGANIZATION FOR MIGRATION (IOM)**

This Agreement is entered into by the International Labour Organization (“ILO”), established in 1919 and a specialized agency of the U.N system since 1946 with its headquarters in Geneva (Switzerland), represented by the International Labour Office, and the International Organization for Migration (hereinafter “IOM”), a related organization of the U.N system, headquartered in Geneva (Switzerland).

ILO and IOM are hereinafter referred to individually as a “Party” and jointly as the “Parties”.

WHEREAS:

(A) ILO has a constitutional mandate since 1919 to promote social justice, to develop international labour standards related to all facets and institutions of the world of work, and to protect all workers, including migrants, refugees, and displaced or stateless persons, irrespective of their nationality and migration status. It fosters realization of its strategic objectives for decent work, notably full and productive employment, social security and labour protection, fundamental principles and rights at work, and social dialogue, on the basis of non-discrimination and gender equality. ILO is unique among United Nations agencies in that tripartism is built-into its foundation of governance through the participation of governments and employers’ and workers’ organizations. It promotes tripartism and social dialogue in its activities globally and in the field.

ILO has adopted international labour standards and related guidance to foster the protection of migrant workers, refugees and displaced persons when working in countries other than their own, which cover all aspects for regulating labour migration. These include ILO’s core labour standards on forced labour, child labour, non-discrimination, and freedom of association and collective bargaining, as well as specific instruments concerning migrant workers, other standards of relevance for migrant workers, such as the standards on social security and social protection floors, ILC resolutions and conclusions, and ILO policy tools and guidance, such as the Multilateral Framework on Labour Migration, General Principles and Operational Guidelines in conjunction with the definition of fee and related costs on Fair Recruitment and the Guiding Principles on the Access of refugees and other forcibly displaced persons to the labour market, among others. These are reinforced by the ILO Decent Work Agenda and the ILO Fair Migration Agenda. ILO acts as the Secretariat of Alliance 8.7 – Global Partnership to End Forced Labour, Modern Slavery, Human Trafficking and Child Labour.

ILO’s mandate on labour migration has further been reinforced by the Resolution Concerning Fair and Effective Labour Migration Governance adopted by the 106th Session of the International Labour Conference, June 2017, and the ILO Centenary Declaration for the Future of Work adopted by the 108th Session of the International Labour Conference, June 2019, which calls upon ILO to “deepen and scale-up its work on international labour migration in response to constituents’ needs and taking a leadership role in decent work in labour migration”. It also recalls that “safe and healthy working conditions are fundamental to decent work.”

(B) IOM is an international organization with the status of Related Organization of the UN system since September 19, 2016. It has been the leading intergovernmental organization in the field of migration since its establishment in 1951. IOM is committed to the principle that humane and orderly migration benefits migrants and society. IOM works with its partners, including governments, the United Nations, international and non-governmental organizations, the private sector and development and humanitarian partners among others in the international community to meet the growing operational challenges of migration, advance the understanding of migration issues, encourage social and economic development through migration and uphold the human rights, health and well-being of migrants.

The IOM Constitution recognizes the link between migration and economic, social and cultural development. IOM works to help ensure the orderly and humane management of migration, to promote international cooperation on migration issues, to assist in the search for practical solutions to challenges while enhancing the opportunities arising due to migration, and to provide humanitarian assistance to migrants in need, including refugees and internally displaced people. Drawing from IOM's Constitution, and following the guidance provided by migration and other frameworks, along with other relevant strategies, policy tools and guidance documents, IOM is a leading UN organization in the field of human mobility, supporting migrants across the world, and developing effective responses to the shifting dynamics of migration.

IOM develops national and regional capacities and supports finding operational solutions to migration governance challenges, in a manner that adheres to international legal standards that govern migration and that fulfils migrants' rights, including the rights of migrant workers. It supports government and other stakeholders in migration policy development, policy coherence and mainstreaming migration into various sectoral policies, governance of labour mobility systems, setting skills-based migration schemes, development and implementation of Bilateral Labour Migration Agreements and other multilateral instruments, integration, including into labour market and in providing training and capacity building to government officials and other stakeholders on international migration law. IOM further helps States and other stakeholders in setting and implementing training systems, ensuring adherence to ethical recruitment standards, developing diaspora relations, strengthening the health and protection of migrant workers, addressing human trafficking and other forms of exploitation, supporting cooperation on migration, as well as collecting and using migration-related data to support policy development.

(C) ILO and IOM cooperate in many areas at global, regional and country level, and undertake joint field programmes and development cooperation projects in Africa, the Arab States, Asia Pacific, Europe, Latin America and the Caribbean region.

(D) IOM is the Coordinator and Secretariat of the UN Network on Migration (hereinafter referred to as "UN Network"). Both IOM and ILO are Executive Committee members of the UN Network, which fosters system-wide cooperation and support of the implementation, follow-up and review of the UN Global Compact for Safe, Orderly and Regular Migration (GCM). The UN Network on Migration includes priority work streams calling for joint action between UN Network members and other stakeholders, which also present opportunities for closer cooperation at global, regional and country level for the Parties.

RECALLING that ILO has been an observer at the IOM Council since 3 May 1955 and IOM has been invited since 1952 to attend and participate in meetings of the Governing Body of the

International Labour Office and other ILO meetings at which matters of interest to IOM may be discussed;

RECALLING that in 1952, the ILO and the Provisional Intergovernmental Committee for the Movement of Migrants from Europe (renamed IOM in 1989) agreed upon working arrangements for liaison, exchange of information, and cooperation on matters of mutual interest in an exchange of letters;

WHEREAS, the Parties wish to strengthen their cooperation within the framework of their respective constitutional mandates, rules and regulations, in areas of mutual concern to enhance the effectiveness and impact of their development efforts and cooperation on migration issues;

NOW, THEREFORE, the Parties agree as follows:

Article I

Purpose and Scope

The purpose of this Agreement is to:

1. Provide a framework of cooperation to facilitate and strengthen collaboration between the Parties, on a non-exclusive basis, in areas of common interest.
2. Further develop and strengthen their cooperation in order to advance on common priorities and enhance their effectiveness and impact in pursuing their respective mandates, including in relation to supporting their respective constituents in implementing the Global Compact for Safe, Orderly, and Regular Migration (GCM), building on complementarities, comparative advantages and added value while also avoiding duplication;
3. Strengthen their partnership and cooperation in the field to raise awareness and address complex challenges related to migration and human mobility; and
4. Promote complementarity, effectiveness and predictability of interventions and operations, aligning with UN common approach coordination mechanisms.

Article II

Working together to enhance benefits of migration for all

IOM and ILO will work together to enhance benefits for their respective constituents, migrants and communities alike, including to foster whole-of-government and whole-of-society approaches to migration governance as called for by the GCM, and be guided, within their respective mandates, inter alia, by the principles of the United Nations Charter, international law, and the Agenda 2030 for sustainable development.

Article III

Areas of Cooperation

1. Without prejudice to the possibility of cooperation in other areas, recognizing and respecting each other's mandates, and subject to the availability of financial and human resources, the Parties agree to:
 - (a) strengthen international cooperation, including support for the implementation of the Sustainable Development Goals (SDGs), the GCM, and the ratification and implementation of relevant UN and ILO Conventions, Recommendations and Protocols, as well as other international standards related to migration governance and the rights of migrants;
 - (b) develop joint strategies in key areas of concern related to research, data, knowledge development and capacity building at the national, regional and global level; and
 - (c) work to ensure policy coherence, particularly in SDG and GCM implementation.
2. The Parties agree to raise public awareness in areas of mutual concern through joint advocacy.

Article IV

Modalities and Coordination of Work

In accordance with each organizations' mandates, relevant rules and procedures, in respect of migration activities:

1. The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration, with particular emphasis on cooperation and regular exchanges in the field.
2. The Parties may exchange annual reports and other published documents of common interest; and share other non-confidential information on specific matters and activities which are of common interest informing on areas and counterparts involved, particularly at field level. Consultation and exchange of information and documents under this Agreement shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents in accordance with the Parties' relevant internal policies and rules. Such arrangements will survive the termination of this Agreement and of any agreements signed by the Parties within the scope of this collaboration.
3. The Parties may enter into such supplementary agreements for the purpose of cooperation and coordination as may be found desirable.
4. The Director-General of the ILO will make appropriate arrangements to enable IOM representatives to participate, in accordance with the ILO's applicable internal policies, rules and procedures, in meetings convened by the ILO whenever questions of mutual interest are discussed. Similarly, the Director-General of IOM will make appropriate arrangements to enable ILO representatives to participate, in accordance with the IOM's applicable internal policies, rules and procedures, in IOM meetings whenever questions of mutual interest are discussed.
5. This Agreement is designed as a broad framework for cooperation and will be complemented by a specific workplan to advance the areas of collaboration outlined in this Agreement reflecting operations at global, regional and country level. The workplan will be developed after the signature of this Agreement, but no later than six months after

conclusion of this Agreement. The global workplan may be complemented by more detailed workplans at country or regional level(s) if warranting special attention, aligned to the global workplan. These workplans should encourage targeted joint priorities and foster closer collaboration, as well as engage their respective constituencies in fostering policy coherence and GCM implementation. The Parties may jointly agree to review or replace the workplan(s), as appropriate.

6. The Parties may carry out consultations to exchange views, maximize complementarities and mutual support, and should seek to regularly share updates on matters of common interest, including implementation of joint projects and in considering new opportunities for advancing the objectives of this Agreement. They may also consult on issues and activities of strategic and operational importance to ensure the best possible coordination of the priorities and activities provided in this Agreement. ILO and IOM will agree on dates, frequency and format of these meetings. These should take place at least once per year globally, but at national and regional level more frequently to ensure smooth communication and coordination where appropriate.

7. The Parties will take into account existing inter-agency methods of consulting i.e. UN Country Teams, UN Network, wider UN development system or other relevant structures.

8. The Parties may encourage joint advocacy on the protection of migrant workers, including access to their rights and decent work, briefings and meetings with Government officials and donors to update on progress and results of joint programs and activities as well as to promote joint ILO-IOM action where appropriate and in line with respective expertise for new or potential joint projects as relevant.

9. The Parties may maximize joint strategic visibility of outcomes and good practices resulting from joint programs through coordination of media, official public tweets and social networks information.

10. The Parties may develop other joint public and private advocacy where appropriate and in line with IOM and ILO standards, rules and procedures, and where relevant in line with the UN Network's communication strategy.

11. The Parties may coordinate in fostering donors' support and mobilization of resources on matters of mutual strategic interest and joint project development and implementation.

Article V

Monitoring and Reporting

1. ILO and IOM will communicate this Agreement to their respective field offices.
2. Contacts will be maintained at working level by relevant staff. For matters related to the general institutional cooperation, the Parties will designate specific contact points at Headquarters.
3. The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the framework of the present Agreement and to plan future activities. At least once every other year, commencing 12 months from the entry into force of this Agreement the Parties will conduct a general review of the current activities and programmes undertaken by IOM and ILO in areas of common concern and of the prospects for future collaboration.

Article VI

Use of Name and Emblem and Publicity

1. Neither Party will use the name, emblem or trademarks of the other Party, or any of its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case.
2. In accordance with Article IX.1(c), the costs of public relations activities relating to the collaboration will be the responsibility of the Party incurring the costs, or as mutually agreed.
3. Nothing in this Agreement grants to either Party the right to create a hyperlink to the other Party's websites. Such link may be created only with the other Party's written authorization.
4. The Parties will recognize and acknowledge their collaboration. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement shortly after the conclusion of this Agreement, and periodically as mutually agreed by the Parties.

Article VII

Term, Termination, Renewal and Amendment

1. The proposed cooperation under this Agreement is non-exclusive and shall have an initial term of ten years from the Effective Date, as defined in Article XI, unless terminated earlier by either Party upon two months' notice in writing to the other Party. The Parties can review the functioning of this Agreement periodically to determine if any adjustments are needed. At the end of the initial term of ten years, this Agreement will be tacitly renewed, unless a Party decides to terminate it earlier giving two months' notice.
2. Termination of this Agreement will not affect any other agreements between the Parties relating to the subject matter of this Agreement, including those referred to in Article IV(3), which will remain in force, unless terminated or expired, in accordance with the terms thereof.
3. This Agreement may be amended only by mutual written agreement of the Parties.

Article VIII

Settlement of Disputes

Any disputes between the Parties arising out of or relating to this Agreement shall be settled amicably by the Parties.

Article IX

Implementation, Financial Obligations, Data Protection and Intellectual Property

1. Notwithstanding anything in this Agreement to the contrary, (a) the Parties may, on conditions to be mutually agreed upon in each case and in accordance with each Party's

respective rules and regulations jointly carry out specific project activities under this Agreement and, where necessary, have a written agreement to identify the legal and financial obligations; (b) each Party shall be responsible for its acts and omissions in connection with this Agreement and its implementation; (c) except as may be otherwise agreed in writing, each Party shall bear its own costs arising from the implementation of this Agreement; and (d) the UN Principles on Personal Data Protection and Privacy (2018) shall apply in the event that the Parties collect, receive, use, transfer, store or otherwise process any personal data in the performance of projects that are jointly implemented by ILO and IOM, subject to the application by each Party of its own internal rules, regulations and procedures on data protection, and this obligation shall survive the expiration or termination of this Agreement.

2. Each Party retains the ownership and all rights in and to its copyrights, trademarks, name, logos and any other intellectual property. Either Party's use of the other Party's intellectual property is subject to the other Party's prior written approval. If such approval is given, the usage shall be on a non-exclusive basis and the Party using the intellectual property of the other Party shall strictly comply with the written instructions of the other Party and with its guidelines and specification. Intellectual property and other proprietary rights, including, but not limited to patents, copyrights, trademarks and ownership of data resulting from any activities or projects pursuant to this Agreement will be agreed in writing in advance by the Parties.

Article X **Effectiveness**

1. This Agreement will become effective on the date in which it is duly signed by both Parties ("Effective Date").
2. Upon its entry into force, this Agreement shall supersede the Exchange of Letters between ILO and IOM, formerly called Provisional Intergovernmental Committee for the Movement of Migrants from Europe (PICMME) dated 9 April /7 May 1952.

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

FOR ILO:



Name: Guy Ryder

Title: Director-General

Date: Friday, 23 October 2020

Place: Geneva, Switzerland

FOR IOM:



Name: António Vitorino

Title: Director General

Date: Friday, 23 October 2020

Place: Geneva, Switzerland