



International
Labour
Organization

Memorandum of Understanding
between the
International Labour Organization
and the
International Labour and
Employment Relations Association

1. *This Memorandum of Understanding* is entered into by and between the International Labour Organization (ILO), a public international organization with its headquarters in Geneva, Switzerland, established in 1919 and operating as a specialized agency of the United Nations, represented by the International Labour Office, and the International Labour and Employment Relations Association (ILERA), an international association with its headquarters in Geneva, Switzerland, established in 1966 and which aims to develop and exchange knowledge in the field of labour relations, at the international level, and provide a forum for discussion and research. The ILO and ILERA are referred to collectively as the “Parties” and individually as “Party”.

2. *Responsibilities of the Parties*

The purpose of this Memorandum of Understanding is to enhance collaboration between the ILO, including its international training centre (ITC/ILO), and ILERA for the purposes of sharing research on subjects on labour relations that are of particular interest to both Parties and to set out the terms according to which the Parties agree to so collaborate.

3. *Forms of Collaboration*

As agreed to by the Parties from time to time, the collaboration between the ILO and ILERA will take various forms and will be subject to their respective institutional requirements and available resources. The key forms of collaboration envisaged by the Parties are as follows:

- 3.1. The establishment of an ILERA Publication Series on subjects on labour relations that are of particular interest to the work of both Parties. The series will be co-published by the ILO and a mutually designated publishing house;
- 3.2. The establishment of temporary ILERA Study Groups on subjects that are of particular interest to the work of the ILO;
- 3.3. The organization of annual/specific seminars on subjects that are of particular interest to the work of the ILO;
- 3.4. The inclusion of subjects that are of particular interest to the work of the ILO on the agendas of all ILERA regional and world congresses;
- 3.5. The ILERA network will be made available to the ILO for the dissemination of any information of interest.

4. Administrative and Financial Arrangements

- 4.1. Subject to availability of resources, the ILO will:
 - 4.1.1. host the secretariat of the ILERA and provide secretarial services on a need basis, especially in connection with the preparation of ILERA regional and world congresses, the preparation and distribution of newsletters, the collection of membership dues, record-keeping and updating the ILERA website;
 - 4.1.2. contribute financially to the publication of the ILERA Publication Series;
 - 4.1.3. cover the routine costs of the secretariat for IT equipment, telephone, fax, postage and the hosting of the ILERA website.
- 4.2. The ILO Director-General will designate the department/ unit which will be responsible for hosting the secretariat of the ILERA. The Director of the department/ unit so designated will assume the functions of ILERA Secretary-General.
- 4.3. The ILO will account separately for ILERA membership dues and other income received, and any disbursements made on behalf of ILERA. Instructions for the disbursement of ILERA funds shall be communicated to the ILO in writing and be authorized by the President and/or Secretary-General in accordance with ILERA's own administrative arrangements.
- 4.4. The ILO will provide the ILERA Executive Committee with a summarised report on financial transactions annually.
- 4.5. Financial management of ILERA funds held by the ILO will be in accordance with the Financial Regulations and Financial Rules of the ILO and will be subject exclusively to its internal and external auditing procedures.
- 4.6. ILERA will bear exclusively the costs of:
 - 4.6.1. the research necessary for the preparation of each manuscript of the Publication Series;
 - 4.6.2. the establishment of ILERA Study Groups, and the organization of seminars and ILERA congresses.
- 4.7. The property of ILERA including its secretariat files will be kept separate from those of the ILO. Correspondence and financial records of the ILO relating to ILERA are ILO property and are subject to the ILO's accountability framework.

5. Status of the Parties and representations

- 5.1. ILERA is entirely free as a professional association to select its officers, to arrange its programme and publications, and to determine its delegates and affiliates in accordance with its own constitution and governance arrangements.

- 5.2. Collaboration under this Memorandum of Understanding does not imply access to or influence on the governance of decision making structures of either Party and in particular, in the case of the ILO, on the Organization's policy making, standard-setting or supervisory systems.
- 5.3. The Parties represent and warrant that nothing in their governance or operational activities is inconsistent with the other Party's values or respect for its constitutional mandate and principles or with internationally-recognized principles concerning human rights, the environment and anti-corruption.

6. Acknowledgement and publicity

- 6.1. The Parties may refer to their collaboration in their internal documents, such as those submitted to its governing bodies and auditors' reports, and will seek and receive the written clearance from each other in advance of any other publicity relating to their collaboration which is not already identified in this Memorandum of Understanding.
- 6.2. In all cases of acknowledgement and publicity of their collaboration, the Parties will use neutral language that accurately reflects the actual contribution of each Party. Terms such as "with the assistance of", "in collaboration with" or "with the technical support of" may be appropriate. The Parties will avoid any reference that could imply endorsement by the ILO of the ILERA, such as "official partner", "selected partner" or "sponsor" of the ILO.

7. Use of the name or emblem of the ILO and ILERA

The Parties will not use, without specific written authorization by the other Party concerned, the name of the other Party, in particular the name of the International Labour Organization and the International Labour Office or the International Labour and Employment Relations Association and their abbreviations, or the emblem and other identifiers containing these names or abbreviation of the other Party which are legally protected.

8. Intellectual property

- 8.1. Intellectual property rights, including patents, copyrights, designs and trademarks of the ILERA Publication Series will be vested with the ILO and the designated publishing house.
- 8.2. All other intellectual property rights, including patents, copyrights, designs and trademarks, in any other material created under this Memorandum of Understanding will be vested in ILERA, unless otherwise agreed upon by the Parties.
- 8.3. Both Parties will grant, upon written request, to the other Party, a permanent, irrevocable, royalty free, non-exclusive and non-transferable

license to use, reproduce, adapt, modify and communicate the items foreseen in paragraphs 8.1 and 8.2 above.

- 8.4. This section will survive the expiration or termination of this Memorandum of Understanding.

9. Settlement of disputes

- 9.1. The Parties will use their best efforts to settle amicably all disputes, controversies or claims arising out of or in connection with this Memorandum of Understanding.
- 9.2. Any dispute, controversy, or claim between the Parties arising out of this Memorandum of Understanding, unless settled amicably under the preceding paragraph within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, will be referred by either Party to the Legal Adviser of the ILO.

10. Privileges and immunities

Nothing in or relating to this Memorandum of Understanding will be deemed a waiver of any of the privileges and immunities of the ILO.

11. Commencement date and term of this Memorandum of Understanding

- 11.1. This Memorandum of Understanding will enter into force upon its signature by the authorized representatives of the Parties.
- 11.2. This Memorandum of Understanding may be amended at any time by written agreement of the Parties.
- 11.3. The implementation of this Memorandum of Understanding will be reviewed by the Parties at an appropriate level every three (3) years as from the date of its entry into force.
- 11.4. This Memorandum of Understanding will remain in effect unless terminated by either Party following consultations between the Parties. Termination will take effect immediately upon receipt of a written notice of termination by the other party.
- 11.5. In the event of termination, the Parties will:
 - 11.5.1. take immediate steps to bring the performance of any obligation under this Memorandum of Understanding to an orderly conclusion;
 - 11.5.2. immediately after the notice of termination has been sent by one and received by the other Party cease any use of the name and emblem of the other Party and simultaneously cease any publicity which may have been authorized under paragraphs 6.1 and 6.2 above; and

11.5.3. return all copies of any materials in their control or possession that are the property of the other Party.

12. Agreement documents

This Memorandum of Understanding constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, communications and representations concerning the subject matter, including the Memorandum of 5 September 1979.

IN WITNESS THEREOF, the authorized representatives of the Parties have signed this Memorandum of Understanding on the dates written below.

FOR THE INTERNATIONAL LABOUR
ORGANIZATION:

Mr Greg Vines
Deputy Director-General
for Management and Reform

(Signed)

Date: 26 October 2016

FOR THE INTERNATIONAL LABOUR
AND EMPLOYMENT RELATIONS
ASSOCIATION:

Prof Dong-One Kim
President

(Signed)

Date: 10 September 2016