



International
Labour
Organization



Memorandum of Understanding

between

The International Labour Organisation

and

SPARK

For

The Promotion of Decent Work through Entrepreneurship in Fragile Settings

This Memorandum of Understanding ("MOU") is entered into by the International Labour Organization ("ILO"), headquartered in Geneva, Switzerland, and SPARK ("SPARK" or "the Collaborator"), headquartered in Amsterdam, The Netherlands. The ILO and SPARK are hereinafter collectively referred to as the "Parties" and individually as "Party".

WHEREAS, the ILO is the UN specialized agency which seeks the promotion of social justice and decent work for all. It helps advance the creation of decent work and the economic and working conditions that give working people and business people a stake in lasting peace, prosperity and progress. Its main aims are to promote rights at work, encourage decent employment opportunities, enhance social protection and strengthen dialogue on work-related issues.

Since its foundation in in 1919, the ILO has been at the forefront of facilitating peace building and recovery through targeted socio-economic programmes and policies. Lack of employment opportunities and livelihoods, (youth) unemployment, inequalities and lack of participation can be catalysts for conflict. Conflict, natural disasters and fragility aggravate poverty, unemployment and informality, which initiate a vicious circle leading to even greater fragility. The Decent Work Agenda – the creation of jobs and livelihoods, the provision of basic levels of social protection, the promotion of social dialogue, and the enforcement of fundamental rights can be a critical factor in breaking this circle.

From 2004 to 2013, the ILO implemented 159 technical cooperation projects in 18 fragile States, together with governments and with employers' and workers' organizations, and mostly in partnership with other UN agencies. Today, Haiti, Somalia and Timor-Leste are among the ten countries with the biggest portfolio of ILO technical cooperation projects which are funded thanks to voluntary contributions by other ILO member States

WHEREAS, SPARK is an independent, not-for-profit international development organisation established in 1994 in The Netherlands. It counts about 100 staff members working from seventeen offices in sixteen countries including: Afghanistan, Burundi, Ivory Coast, Iraq, Kosovo, Liberia, Libya, Mali, Myanmar, Palestine Territories, Rwanda, Serbia, Somalia, South Sudan, Syria (Turkey office) and Yemen together with its head office in Amsterdam.

SPARK believes that sustainable economic growth, including support for small and medium enterprises, is essential for poverty alleviation and stability, particularly in fragile and conflict affected states (FCAS). Creating jobs for youth and women in conflict affected societies and enabling a climate for youth and women to improve their socioeconomic position are central to this vision. SPARK field offices are established in regions that are grappling with the complex effects of recent conflict, including high levels of unemployment and limited educational opportunities for their people. Their socioeconomic conditions risk pushing people towards armed groups and criminality and re-evoking social unrest or direct conflict. Providing tailored services for private sector development, improving access to quality post-secondary education and advocating for better policies to support SMEs is central to SPARK's vision.

WHEREAS, the ILO and SPARK have already established cooperation under a Memorandum of Agreement (2014) which grants SPARK the right to use ILO training material (GYB, SYB, IYB, EYB) for a period of five years.

WHEREAS, the Parties have congruent missions and have expressed interest to expand existing forms of collaboration and explore new forms of collaboration in area of common interest.

The Parties have agreed as follows:

1. Purpose of the Memorandum of Understanding

The Parties agree that it is to their mutual interest and benefit to work cooperatively in reflecting on, setting-up, and implementing joint initiatives and activities which lead to decent work for conflict affected groups and populations.

This includes the following areas of cooperation:

- A. The support of aspirant and existing entrepreneurs in conflict affected environments.
- B. Knowledge sharing, learning and innovation related to business support and employability activities.
- C. The promotion of decent work and quality, jobs as well as advocacy in removing barriers to doing business.

The Parties agree to explore the possibility to establish a joint ILO-SPARK training programme to further develop collaboration under a, b and c above.

2. Roles and Responsibilities of the Parties

2.1 Implementation

- 2.1.1 The Parties will conclude cost-sharing agreements, subject to the terms of this MOU, for the implementation of the areas of collaboration described under " Para n°1: Purpose of the Memorandum of Understanding".
- 2.1.2 The costs of public relations activities relating to the partnership, that are not otherwise addressed by a specific cost-sharing agreement concluded will be the responsibility of both ILO and SPARK, subject to the availability of funds, the rules applicable to each Party and, in particular, Para 3 below.
- 2.1.3 Neither Party will be an agent, representative or joint partner of the other Party. Neither Party will enter into any contract or commitment on behalf of the other Party and will be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU and under cost-sharing agreements concluded hereunder.
- 2.1.4 This MOU will be implemented on the basis of agreed upon work plans.
- 2.1.5 Subject to the terms of this MOU, the activities will be carried out in accordance with the agreed upon joint initiative/programme's documents, terms of references, work plans as well as detailed budget for as far as applicable. Any activities carried out by the ILO under this MOU or any document agreed up pursuant to it will be implemented in accordance with ILO regulations, rules and procedures and will be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of ILO. The Collaborator will comply with all laws, ordinances, rules, and regulations in relation to the performance of its obligations under this MOU or further agreement entered into pursuant to it.
- 2.1.6 Each Party will designate a principal contact, preferably the head of the institute, and focal persons to coordinate the implementation of this MOU after the signature and will communicate to the other in writing.
- 2.1.7 Both Parties, through their respective focal persons, will be responsible for (annual/periodic) planning and monitoring of the MOU.
- 2.1.8 Each Party will be responsible for its acts and omissions in connection with this MOU and its implementation.
- 2.1.9 The Parties will not assign, transfer, pledge or make any other disposition of this MOU, or any agreement entered into pursuant to this MOU, or any of the rights, claims or obligations thereunder except with the prior written authorization of the other. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, will not be binding.
- 2.1.10 In the event that the Collaborator requires the services of subcontractors to perform any obligations under this MOU, the Collaborator will seek the prior written approval of the ILO. The approval of the ILO for use of a subcontractor will not relieve the Collaborator of any of its obligations under this MOU. The terms of any subcontract will be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of this MOU. The Collaborator will bear all costs for engaging such subcontractors.

2.2 Consultation and Exchange of Information

- 2.2.1 The Parties will *consult each other* in the matters of mutual interest and of benefit for their on-going joint initiatives/programmes. However, collaboration under this MOU 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.
- 2.2.2 The Parties will *keep each other informed* of matters and concerns that arise during each phase of the planning, implementation and monitoring/ evaluation processes of their joint initiatives/programmes.
- 2.2.3 The Parties will, at such intervals as stipulated in the initiative/programme document or as deemed appropriate, *convene meetings to review the progress* of activities being carried out under the present MOU and to plan future activities.
- 2.2.4 Consultation and exchange of information and documents under this Section will be without prejudice to arrangements the Parties may agree upon, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

3. Acknowledgment and publicity

The ILO will publicly report any contributions made in the framework of this MOU in accordance with its rules and regulations.

The Collaborator may refer to their collaboration with the ILO in their internal documents, such as those submitted to board and shareholder meetings and auditors' reports, and will seek and receive the written clearance of the ILO in advance of any other publicity relating to collaboration with the ILO which is not already identified in this MOU.

In all cases of acknowledgment 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 Collaborator, such as "official partner" or "selected partner" or "sponsor" of the ILO.

4. Intellectual property and use of names or emblems

All intellectual property rights, including patents, copyrights, designs and trademarks, in any material created under this MOU or any agreement executed pursuant to it, including by the Collaborator for the purposes of or as a result of performing its obligations, ("the Material") will be vested in the ILO. The ILO grants to the Collaborator, a permanent, irrevocable, royalty free, non-exclusive and non-transferable license to use the Material in conformity with the purposes of this MOU. Such license will not include a right to exploit the Material for the Collaborator's commercial purposes. This paragraph will survive the expiration or termination of the MOU and does not affect the ownership of intellectual property rights which were in existence before the commencement date, or were developed other than as a result of the performance of the obligations under this MOU.

The Parties will not use, without specific written authorization by the other Party concerned, the name of the other Party or of any of its bodies or subsidiaries, or the abbreviations of such names, or the emblem, logotype or other identifiers that contain any of these names or abbreviations and/or which are legally protected. This paragraph does not affect a Party's right to refer to the other Party in acknowledgements and

publicity authorized in accordance with the preceding section ("Acknowledgement and Publicity").

Upon written request of the Collaborator, the ILO may authorize reproduction of the emblem or other identifiers of the ILO in writing under appropriate terms and conditions and in order to support the purposes, policies and activities of the ILO, including raising funds for the ILO. The ILO cannot authorize such a use when the use of the emblem or other identifier could be perceived as an endorsement by the ILO of any particular entity, its policies, activities, publications or products.

5. Representation of the Collaborator

The Collaborator represents and warrant that nothing in its governance or operational activities, or those of their affiliates, is inconsistent with the ILO's values or respect for the ILO's constitutional mandate and principles or with internationally-recognized principles concerning human rights, the environment and anti-corruption. The Collaborator accepts that the collaboration activities under this MoU will be managed with the interests of the ILO as paramount. The Collaborator further warrants that at the time of signing this MOU no conflict of interest exists or is likely to arise in the performance of their obligations under this MOU. Should a conflict of interest arise, the Collaborator will immediately notify the ILO and take such steps as the ILO reasonably requires to deal with the conflict.

6. Settlement of disputes

The Parties will use their best efforts to amicably settle any dispute, controversy, or claim arising out of this MOU. Any dispute, controversy, or claim between the Parties arising out of this MOU, unless settled amicably within sixty (60) days after receipt by one Party of the written request of another Party for such amicable settlement, will be referred by any Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

7. Fraud and corruption

No offer, gift, payment, consideration or benefit of any kind, the provision of which would constitute an illegal, corrupt or fraudulent practice will be made, promised, sought or accepted (either directly or indirectly) as an inducement or reward in relation to activities under this MOU. Each Party is expected to notify the other Party of any such practices. Each Party will ensure that any contractors it engages in the implementation of activities under this MOU observe the highest ethical standards in performing contracts. The Parties agree that any breach of this provision is a breach of an essential term of this MOU.

8. Privileges and immunities

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

9. Duration and termination

This MOU will be effective as of the date of its signature by the Parties and will remain in force until December 2018 unless terminated earlier by mutual consent or by one Party

giving one month's written notice to the other Parties. In the event of termination, the Parties will take immediate steps to bring the performance of any obligation under this MOU to an orderly conclusion and cease any use of the name and emblem of any of the other Parties.

10. Amendment

This MOU may be amended by mutual writing agreement between the Parties

11. Notices

The principal contacts for this MOU are:

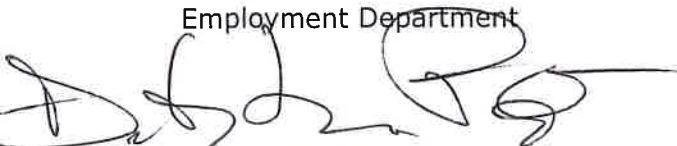
ILO	SPARK
Contact person: Donato Kiniger-Passigli Tel: +41 (0) 22 799 6834 Email: kiniger@ilo.org 4, Route des Morillons CH-1211 Geneva 22 Switzerland	Contact person: Michel Richter Tel: +31(0)207530311 Email: m.r.richter@spark-online.org Van Diemenstraat 70, 1013 CN Amsterdam, The Netherlands

Duly signed by the Parties in two originals:

Duly signed by the Parties in two originals:

ILO:

Donato Kiniger-Passigli
Fragile States and Disaster
Response Coordinator
DEVINVEST
Employment Department



Date: 19 November 2014

Place: Amsterdam

SPARK:

Yannick du Pont
Director
Spark



Date: 19 November 2014

Place: Amsterdam