

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL LABOUR ORGANIZATION, REPRESENTED BY THE INTERNATIONAL
LABOUR OFFICE (ILO)
AND
THE INTERNATIONAL CO-OPERATIVE ALLIANCE (ICA)**

Whereas, as early as 1919, formal relations started between the ILO and the ICA, by inclusion of the ICA in the list of international organizations having consultative status in the ILO's Governing Body and International Labour Conference, bearing in mind that the first Director-General of the ILO, Mr. Albert Thomas, came from the cooperative movement and served also on the ICA Board in the 1920s;

Whereas, technical cooperation and collaboration started in 1920 between the ILO and the ICA in order to promote cooperatives with the establishment of the Cooperative Branch of the ILO, and has continued uninterrupted until today;

Whereas the ICA worked closely together with the ILO and its constituents to support the adoption and implementation of the Co-operatives (Developing Countries) Recommendation, 1966 (No. 127) and the Promotion of Cooperatives Recommendation, 2002 (No. 193);

Whereas the ICA and ILO signed a Memorandum of Understanding (MoU) in 2004 to strengthen their partnership and promote cooperatives, in particular around the context of the global development agenda and the Millennium Development Goals, and signed a new MoU in 2015 in the context of the UN 2030 Sustainable Development Agenda;

Whereas it is in the interest of the ILO and ICA to redefine and update the key areas of their cooperation in the light of past experiences but also the ILO Centenary Declaration for the Future of Work, 2019;

Now therefore the ILO and ICA (hereinafter collectively referred to as "Parties" and individually referred to as "Party"), have agreed as follows:

**Article 1
Interpretation**

1. This MoU, including all its Annexes, constitutes the entire agreement between the Parties.
2. In the event of inconsistency between the MOU and the terms and conditions applicable to ILO-ICA partnerships (Annex 1) the terms of the Annex 1 will prevail.

**Article 2
Purpose and scope**

1. The purpose of this MoU is to foster collaboration between the Parties in areas of promotion and strengthening of the cooperative enterprise model, in accordance with the objectives and principles of the Parties. More specifically, it aims at:
 - a) making a joint commitment for the promotion of cooperatives as a suitable business model to advance inclusive and sustainable development; and

b) defining a framework for an operational cooperation between the Parties on shared issues.

2. Subject to the availability of funds, the cooperation between the Parties will include relevant actions to promote the cooperative enterprise model and integrating the ILO's decent work agenda into the priorities of the international cooperative movement. These actions shall include cooperating in the following fields as a priority:

- a) the implementation of the Promotion of Co-operatives Recommendation, 2002 (No.193);
- b) decent work and the future of work;
- c) facilitating the contribution of the cooperative model to the achievement of the Sustainable Development Goals in the UN 2030 Agenda for Sustainable Development;
- d) promoting cooperatives in other relevant United Nations processes and initiatives;
- e) statistics on cooperatives;
- f) cooperation around related committees (in particular the Committee for the Promotion and Advancement of Cooperatives - COPAC), task forces (in particular the UN Task Force on Social and Solidarity Economy- UNTFSSSE), working groups and other;
- g) the transition from the informal to the formal economy;
- h) monitoring the compliance of cooperatives to the cooperative model and to international labour standards;
- i) research, in particular in the field of employment and global value chains; and
- j) any other action the Parties will consider relevant in the scope of this MoU.

Article 3

Exchange of information and experience

1. The Parties commit to exchanging any relevant, non-confidential information, documentation, studies and good practices to serve this MoU, under the practical arrangements they will define. Each Party will owe a duty of confidentiality to the other when expressly stated. Each Party shall also keep the other Party informed of current and planned activities of mutual interest for the purpose of identifying new areas in which cooperation between them may prove desirable.

Article 4

Cooperation and consultation

1. The Parties agree that, with a view to facilitating the effective attainment of the objectives set forth in their respective constituent instruments, they shall act in close cooperation with each other, and shall consult each other periodically, with respect to matters of common interest. In particular, each party may expect to be kept informed by the other of the implementation of its activities and development of its activities whenever this is required to secure effective coordination and to avoid duplication of efforts.

Article 5
Specific areas of cooperation

1. The Parties shall join their efforts towards the implementation of the Promotion of Cooperatives Recommendation, 2002 (No. 193) all around the world.
2. The Parties shall cooperate on the promotion of decent work in cooperatives and on the cooperative innovations around new forms of work as contributions towards a future of work.
3. The Parties shall cooperate to facilitate the contribution of the cooperative model to the attainment of the Sustainable Development Goals. This work will aim at demonstrating cooperatives' contributions to the achievement of the three dimensions (economic, social and environmental) of the Sustainable Development Agenda, and the consequent inclusion of the cooperative model as a means of implementation, the modalities of financing, and the shape of the Global Partnership for Sustainable Development.
4. The Parties will continue their collaboration on the other relevant international processes, and more particularly the United Nations processes and initiatives, to ensure that cooperatives are being promoted as a solution towards sustainable development, employment for all, equality, social inclusion and peace.
5. The Parties will pursue their cooperation towards the development of COPAC and UNTFSSSE, acknowledging that cooperatives are a fundamental component of the wider social and solidarity economy and working towards promoting the role of cooperatives and the wider social and solidarity economy in creating, maintaining and advancing decent work.
6. The Parties will promote the key role of cooperatives in the transition from the informal to the formal economy. Further to the adoption of the Guidelines concerning Statistics of Cooperatives at the 20th International Conference of Labour Statisticians in 2018, the Parties will continue to collaborate on improving statistics on cooperatives through working on different activities, such as supporting national statistics offices to produce and make available good-quality and internationally comparable data on the role of cooperatives for national economies, particularly on employment.
7. The Parties shall work together to monitor the compliance of cooperatives to the cooperative model as enshrined in the ICA Statement on the Cooperative Identity, and to international labour standards, including through the promotion of conducive legal frameworks for cooperatives.
8. The Parties will collaborate on research on cooperatives' contribution to global employment, decent work and global value chains.
9. The Parties will work towards strengthening cooperation between the regional representatives of the Parties, to better enable the regional coordination, particularly as related to cooperatives and the world of work.

10. The Parties will engage in high-level consultations, including with ILO social partners, when and where needed for advancing the decent work agenda in the world of cooperatives.

Article 6
Administrative arrangements

1. The ICA has a general consultative status at the ILO. This arrangement is to ensure that the cooperative enterprise model is being fully considered at the ILO.
2. All specific activities to be implemented under this MoU will be the subject of prior consultation and written agreement between the Parties, which will be annexed to this MoU. The written agreement will include a detailed statement of the respective commitments and financial responsibilities.
3. Any activities carried out by the ILO under this MoU 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 the ILO.
4. Based on this MoU, a four-year joint Work Plan shall be devised and evaluated every two years.
5. For the purposes of this MoU, each Party shall designate a contact person as follows:

For the International Labour Organization (ILO)	For the International Cooperative Alliance (ICA)
Contact person: Guy Tchami, Cooperative Policy and Research Specialist Cooperatives Unit, Enterprises Department Tel: +41 22 799 78 04 Email: tchami@ilo.org 4, Route des Morillons CH-1211 Geneva 2 Switzerland	Contact person: Georgia Papoutsi, Policy Coordinator Tel: +32 2 743 10 30 Email: papoutsi@ica.coop 105 Avenue Milcamps B-1030 Brussels Belgium

Article 7
Non-Exclusivity

1. The MoU hereby defined is considered privileged but non-exclusive. Each Party will be free to establish other agreements or alliances. The Parties express their willingness to inform the other Party of newly signed agreements or alliances if those can help develop the joint areas of action defined in this MoU.

Article 8
Entry into force, amendment and termination

1. This MoU shall enter into force upon its signature by the authorized representatives of the Parties. It replaces the MoU signed by the Parties on 30 June 2015.

2. This MoU may be amended by written agreement of the Parties. Such amendments shall enter into force immediately upon their signature by the authorized representatives of the Parties.
3. This MoU may be terminated by the mutual consent of the Parties or by either Party giving the other Party three (3) months written notice to this effect. This period shall commence as from the date of receipt of the notice of termination.
4. Upon receipt of a notice of termination in accordance with the above paragraph, the Parties shall take steps to terminate any joint activities under this MoU in a prompt and orderly manner so as to minimize any losses and further commitments. Any issues arising out of the termination of this MoU, including the right to transfer any materials and products in progress shall be negotiated and agreed upon in writing by the Parties.

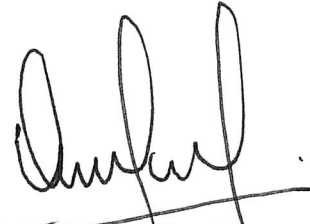
IN WITNESS WHEREOF, the undersigned being duly authorized representatives of the Parties, respectively have signed this MoU on the dates written below.
Duly signed by the Parties in two originals:

For the ILO:



Mr Guy Ryder, Director-General
Date: 24 June 2019
Place: Geneva (Switzerland)

For the ICA:



Mr Ariel Guarco, President
Date: 24 June 2019
Place: Geneva (Switzerland)

Annex 1 – Terms and conditions applicable to ILO-ICA partnerships

Article 1 Legal status of the Parties

1. As provided for in the Constitution of the International Labour Organisation and the Convention on the Privileges and Immunities of the Specialized Agencies, the ILO has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes.
2. Nothing contained in or relating to the MoU will be construed to create a legal partnership, a joint venture, employment or agency relationship between the Parties, and the officials, representatives, employees, or subcontractors of either Party will not be considered in any respect as being the employees or agents of the other Party.
3. Collaboration under the MoU is for operational purposes; it 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.

Article 2 Representations of the ICA

1. The ICA represents and warrants that nothing in its governance or operational activities, or those of its affiliates, is inconsistent with the ILO's values or respect for the ILO's constitutional mandate and principles¹ or with internationally-recognized principles concerning human rights, the environment and anti-corruption.²

Article 3 Application of ILO regulations, rules and procedures

1. Any activities carried out by the ILO under the MoU 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.
2. Unless otherwise provided in the MoU, any contributions, in cash or in kind, are provided without any charge to the ILO. The ILO will not be responsible for any fees, costs or expenses related to or incurred by the ICA, nor will the ILO incur any liabilities, in excess of any financing that it may have received from the ICA for carrying out a certain activity.
3. Evaluation of the collaboration activity will be conducted in accordance with the evaluation policy of the ILO.

¹ See, for example, the ILO Declaration on Social Justice for a Fair Globalization (2008), the Declaration on Fundamental Principles and Rights at Work (1998), and the Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy (1977, as revised).

² The relevant principles concerning human rights, environment and anti-corruption are reflected, for example, in the United Nations Global Compact.

Article 4
Acknowledgement and publicity

1. The ILO will publicly report all contributions, in money or in kind, made in the framework of the MoU in accordance with its rules and regulations, and in an appropriate manner.
2. The ICA may refer to its collaboration with the ILO in its 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 the MoU.
3. 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 ICA, such as "official partner" or "selected partner" or "sponsor" of the ILO.

Article 5
Use of the name or emblem of the ILO

1. 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 and their abbreviations, or the emblem and other identifiers containing these names or abbreviations of the other Party which are legally protected. This paragraph does not affect a Party's right to refer to the other Party in acknowledgements and publicity in accordance with section 4 above.
2. Upon written request of the ICA, 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.

Article 6
Intellectual property

1. All intellectual property rights, including patents, copyrights, designs and trademarks, in any material created under the MoU, including by the ICA for the purposes of or as a result of performing its obligations, ("the MoU Material") will be vested in the ILO.
2. In the event the ICA needs to use any of the MoU Material, the ILO will grant, upon written request, to the ICA, a permanent, irrevocable, royalty free, non-exclusive and non-transferable license to use, reproduce, adapt, modify and communicate the MoU Material for the purposes of the MoU. Such license will not include a right to exploit the MoU Material for the ICA's commercial purposes.

3. This section 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 the MoU (“Existing Intellectual Property”). However, the ICA hereby grants to the ILO a permanent, irrevocable, royalty free, non-exclusive license (including a right of sublicense) to use, reproduce, adapt, publish, communicate and exploit any such Existing Intellectual Property for the purposes of the MoU.

4. This section will survive the expiration or termination of the MoU.

Article 7 Assignment

1. The Parties will not assign, transfer, pledge or make any other disposition of the MoU, or any part of the MoU, or any of the rights, claims or obligations under the MoU 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.

Article 8 Subcontracting by the ICA

1. In the event that the ICA requires the services of subcontractors to perform any obligations under the MoU, the ICA will seek the prior written approval of the ILO. The approval of the ILO for use of a subcontractor will not relieve the ICA of any of its obligations under the 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 the MoU. The ICA will bear all costs for engaging such subcontractors.

Article 9 Fraud and corruption

1. 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 the MoU. Each Party is expected to notify the other Party of any such practices. The ICA will ensure that any contractors engaged in the implementation of activities under the 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 the MoU.

Article 10 Non-Exclusivity

1. The collaboration between the Parties under the MoU will be on a non-exclusive basis. Accordingly, either Party may freely engage in similar arrangements with other operational partners, including in the same field of activity or industry sector.

Article 11
Conflict of interest

1. The ICA accepts that the collaboration activities under the MoU will be managed with the interests of the ILO as paramount.
2. The ICA warrants that at the time of signing the MoU no conflict of interest exists or is likely to arise in the performance of its obligations under the MoU. In particular, the ICA warrants that it does not have a commercial interest which could significantly affect the collaboration activity itself or its outcome or operate in a manner contrary to the ILO's interest.
3. If a conflict of interest arises or appears likely to arise during the duration of the MoU, the ICA will:
 - a) immediately notify the ILO;
 - b) make full disclosure of all relevant information relating to the conflict; and
 - c) take such steps as the ILO reasonably requires to resolve or otherwise deal with the conflict.

Article 12
Observance of the law

1. The ICA will comply with all laws, ordinances, rules, and regulations in relation to the performance of its obligations under the MoU.

Article 13
Settlement of disputes

1. The Parties will use their best efforts to amicably settle any dispute, controversy, or claim arising out of this MoU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the Conciliation Rules then obtaining of the UN Commission on International Trade Law (UNCITRAL), or according to such other procedure as may be agreed between the Parties in writing.
2. Any dispute, controversy, or claim between the Parties arising out of this MoU, 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 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.

Article 14
Privileges and Immunities

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