



FRAMEWORK AGREEMENT FOR COOPERATION

BETWEEN THE INTERNATIONAL LABOUR ORGANIZATION AND THE EUROPEAN FOUNDATION FOR THE IMPROVEMENT OF LIVING AND WORKING CONDITIONS

Overview

- ▶ The Framework for cooperation seeks to renew and strengthen collaboration between the ILO and Eurofound in areas of mutual interest.
- ▶ It updates, replaces and supersedes the agreement signed on 17 July 2018.

Contact details

International Labour Organization

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Framework Agreement for Cooperation between the International Labour Organization and the European Foundation for the Improvement of Living and Working Conditions

This Framework for cooperation is entered into by the International Labour Organization, a specialized agency of the United Nations, with its headquarters in Geneva, Switzerland, represented by the International Labour Office (**ILO**), and the European Foundation for the Improvement of Living and Working Conditions (**Eurofound**), a tripartite European Union Agency, with its headquarters in Dublin, Ireland, represented by its Executive Director. The ILO and Eurofound are hereinafter referred to individually as a “Organization” and jointly as the “Organizations”.

RECALLING, the Exchange of letters between the Commission of the European Communities and the International Labour Organization of 14 May 2001;¹

Since 2008, the ILO and Eurofound have collaborated in areas of mutual interest and the Organizations now desiring to define the areas of collaboration between their two organisations for the period of 2022-2025 that shall include an action plan identifying specific activities and projects on which they may collaborate;

The ILO and Eurofound each have governance structures based on tripartite principles and share a common interest in the themes of decent employment, working conditions and social dialogue;

Eurofound’s role is to generate and communicate knowledge to assist in the development of better social, employment and work-related policies, from a comparative European perspective, whereas the ILO explores these topics from a global perspective.

The Organizations, being desirous of cooperating with each other within the framework of their respective mandates, have agreed as follows:

Article 1. Purpose

1.1. The purpose of this Agreement is to renew and extend a framework for non-exclusive cooperation between the Organizations in the areas of cooperation identified in Article 2 below.

Article 2. Areas and Modalities of Cooperation

2.1. In accordance with their respective rules, regulations, policies and procedure, the Organizations have identified the broad areas of work in which cooperation may be pursued and refined in the coming months. Cooperation shall be for the benefit of their respective Member States and stakeholders. For the ILO, this includes its 187 Member States² and social partners, with G-20 countries being of specific interest. For Eurofound, this includes its stakeholders in EU Member States, including for some projects the candidate countries, potential candidates and other countries.³

2.2. The modalities of cooperation (in-person and virtual) include, but are not restricted to:

2.2.1. study visits;

2.2.2. research seminars;

¹ <https://www.ilo.org/wcmsp5/groups/public/---dgreports/---jur/documents/genericdocument/wcms_756654.pdf>.

² For the ILO <<https://www.ilo.org/global/about-the-ilo/how-the-ilo-works/member-states/lang--en/index.htm>>.

³ For Eurofound [Stakeholders and partners | Eurofound \(europa.eu\)](https://europa.eu/stakeholders) >.

- 2.2.3. visiting research scholars;
 - 2.2.4. peer-review exercises of relevant reports in their respective areas of expertise;
 - 2.2.5. furnishing expertise in training activities, including for related entities (e.g., ITC/ILO);
 - 2.2.6. as appropriate the two parties agree to explore and where possible expand joint research; joint technical meetings; joint technical advisory services, joint training, and joint preparation of manuals, guidelines, tools and methodologies, other.
- 2.3. The Organizations may invite each other as discussants, experts, observers, participants or presenters to brown bag research discussions, conferences, meetings, research seminars, working groups, workshops and other events, convened by them or under their auspices in which, in the opinion of either Organization, the other may have an interest. Invitations shall be subject to the procedures applicable to such conferences, discussions, meetings, seminars or working groups.
 - 2.4. Where applicable and appropriate and in accordance with their respective rules, regulations, policies and procedure, the inviting organisation (host) shall meet the expenses of the other organization (invitee), particularly for those situations where the invitee plays an active role.

Article 3. Costs and Supplementary Agreements

- 3.1. Except as may be otherwise agreed in writing, each Organization shall bear its own costs arising out of the implementation of this Agreement, subject to the availability of funds and in accordance with their respective rules, regulations, policies and procedures.

Article 4. Consultation and Exchange of Information

- 4.1. The Organizations 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. At a minimum, this shall include drafts of Eurofound's medium-term and annual work programmes for information as well as updates relating to the research strategy and biennial work plans of the ILO, including its Research Department.
- 4.2. The Organizations shall, at such intervals as deemed appropriate, but at least once (1) every year, convene meetings (in-person and virtual) to review the progress of activities being carried out under the present Agreement and to plan future activities, as well as to share knowledge, expertise and research findings on topic(s) to be selected on the basis of their significance in the respective work programmes of the Organizations.
- 4.3. 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. Such arrangements shall survive the expiration or termination of this Agreement and of any supplementary agreements entered into by the Organizations in accordance with this Agreement.

Article 5. Intellectual Property, Use of Name and Emblem and Protection of Personal Data

- 5.1. Unless otherwise agreed in writing, this Agreement does not grant the right to use materials belonging to, or created by, either Organization.

- 5.2. In accordance with their respective rules, regulations, policies and procedure, the Organizations may publish this Agreement on the internet. ⁴ Other uses of either Organizations name and emblem may only be permitted by the other Organization in connection with the activities that may be undertaken in accordance with this Agreement and are subject to prior written approval. This shall not be construed to limit an Organization's ability to reference the other Organization's work where applicable.
- 5.3. In the event that the Organizations collect, receive, use, transfer or store any personal data in the implementation of this Agreement or subsequent agreements, they shall apply their respective regulations, policies, practices and procedures. ⁵ No personal information shall be communicated to any third party without the prior written approval of the person concerned.

Article 6. Communications

- 6.1. In order to achieve effective cooperation, each Organization shall designate and communicate to the other Organization details concerning contact point(s), or changes of the contact point(s), as well as a focal point entrusted with the overall coordination relating to the Agreement.

Article 7. Miscellaneous

- 7.1. This Agreement, superseding all prior agreements and understandings between the Organizations, shall enter into force upon its signature by the duly authorised representatives of the Organizations and shall remain in force for a period of three (3) years. The Organizations may agree in writing to extend the validity of this Agreement for subsequent periods of three (3) years.
- 7.2. The ILO and Eurofound may modify or amend this Framework of Cooperation by their written agreement.
- 7.3. The Organizations shall have the right to terminate this Agreement with six (6) month's written notice to the other Organization, which shall not automatically affect any supplementary agreements. The Organizations shall agree on steps to terminate any joint activities and consultations in a prompt and orderly manner.
- 7.4. Any dispute, controversy or claim between the Organizations concerning the interpretation, implementation or application of any of the provisions of this Agreement shall be settled amicably through direct consultations and negotiations.
- 7.5. Nothing in or relating to this Agreement shall be deemed a waiver, express, or implied, of any of the privileges and immunities of either Organization

The Organizations agree that this Agreement may be signed either electronically or in handwritten form in two (2) originals. The Organizations further agree that the electronic signatures appearing on or logically associated with this Agreement are equivalent to handwritten signatures for the purposes of validity, enforceability and admissibility.

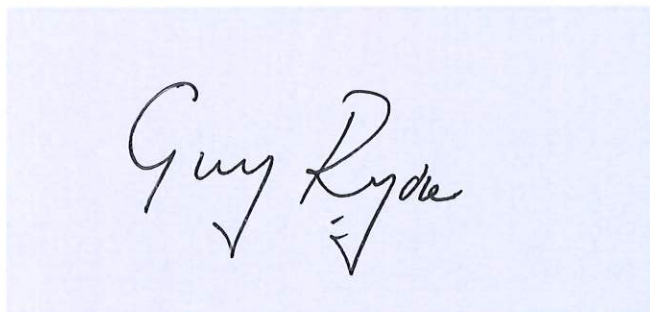
⁴ For the ILO <https://www.ilo.org/global/about-the-ilo/how-the-ilo-works/departments-and-offices/jur/legal-instruments/WCMS_442247/lang-en/index.htm>. For Eurofound: [Stakeholders and partners | Eurofound \(europa.eu\)](https://www.eurofound.europa.eu/en/stakeholders-and-partners)

⁵ For the ILO these include ILO Office Directive, *Classification of ILO Information Assets*, IGDS No. 456 <https://www.ilo.org/wcmsp5/groups/public/--dgreports/--dcomm/--webdev/documents/genericdocument/wcms_745768.pdf>, ILO Office Directive, *Protection of personal data*, IGDS No. 457 <https://www.ilo.org/wcmsp5/groups/public/--dgreports/--dcomm/--webdev/documents/genericdocument/wcms_834490.pdf> and the UN Principles on Personal Data Protection and Privacy <<https://unsce.org/principles-personal-data-protection-and-privacy-listing>>, as may be respectively revised from time to time. For Eurofound these include <<https://www.eurofound.europa.eu/about-eurofound/who-we-are/data-protection>>.

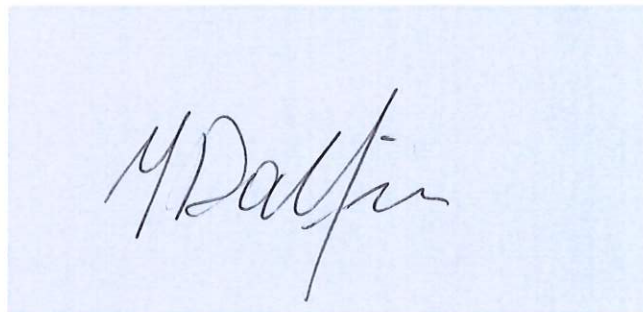
IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of the Organizations, have signed this Agreement in English, on the dates and at the places indicated below.

For the International Labour Organization

**For the European Foundation for the
Improvement of Living and Working Conditions**

A blue rectangular box containing a handwritten signature in black ink that reads "Guy Ryder".

Name: Guy Ryder
Title: Director-General
In Geneva, Switzerland
Signed on 12 September 2022

A blue rectangular box containing a handwritten signature in black ink that reads "Ivailo Kalfin".

Name: Ivailo Kalfin
Title: Executive Director
In Dublin, Ireland
Signed on 22 September 2022

