

6 --- ILO Terms and Conditions for USDOL-funded External Collaboration Contracts

Required provisions where the United States of America Department of Labor is the donor:

The External Collaborator acknowledges and agrees that as the funding for the External Collaborator Contract (Contract) derives from the US Department of Labor (USDOL or Government), the following provisions are required and are to be read in conjunction with the Terms and Conditions of the Contract:

1. Government funds:
 - a) must not be used for lobbying, promoting or advocating the legalisation or regulation of prostitution as a legitimate form of work;
 - b) must not be used for inherently religious activities such as religious instruction, worship, prayer, and proselytizing;
 - c) must not be used to support, directly or indirectly, any terrorist activities, including individuals or entities associated with terrorism;
 - d) must not be used to influence members of the U.S. Congress or any government officials; and
 - e) if generating program income, will be added to funds committed to the project by the Government and the ILO.
2. Therefore, the External Collaborator acknowledges and agrees that during the period of time covered by this Contract;
 - a) s/he affirmatively declares that s/he has no policy on prostitution and will remain neutral during the term of this Contract;
 - b) s/he will not lobby for, promote, support, or advocate the legalization, regulation or practice of prostitution or as a legitimate form of work. Nothing in the preceding sentence will be construed to preclude assistance designed to combat trafficking in persons, including programs for prevention, protection of victims, and prosecution of traffickers and others who profit from trafficking in persons, by ameliorating the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked;
 - c) s/he will not procure a commercial sex act¹;
 - d) s/he will not engage in severe forms of trafficking in persons²;
 - e) s/he will not engage in the use of forced labour³;

¹ "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

² "Severe forms of trafficking in persons" means: (i) sex trafficking in which a commercial sex act is induced by force, fraud, coercion, or in which the person induced to perform such act has not attained 18 years of age; or (ii) the recruitment, harbouring, transportation, provision, or obtaining of a person for labour or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

³ "Forced labour" means labour or services of a person obtained by any of the following methods: the recruitment, harbouring, transportation, provision, or obtaining of a person for labour or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- f) s/he will not use Government funds provided under this Contract for religious instruction, worship, prayer, proselytizing or other inherently religious activities;
- g) s/he will ensure that none of the funds provided under this contract are used (either directly or indirectly) to provide support to individuals or entities associated with terrorism, including groups, undertakings and entities identified on the list established either by the United Nations Security Council resolutions, including the ISIL (Da'esh) & Al-Qaida Sanctions List and Consolidated Sanctions List, or by the US Department of the Treasury (see <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>);
- h) s/he will not influence a member of U.S. Congress, a member of any U.S. Congressional staff or any official of any Federal, state or local government in the United States to favour, adopt or oppose any U.S. legislation, law, ratification, policy or appropriation, or to influence in any way the outcome of a political party or campaign in the United States, or contribute to any political party or campaign in the United States, or for activities carried on for the purpose of supporting or knowingly preparing for such efforts; and
- i) s/he will advise the ILO if s/he generates program income from the execution of the work.

3. Further, the External Collaborator agrees to:

- a) not sub-award, transfer, or contract out any (wholly or partially) work not previously approved in writing;
- b) not disclose any information that has not been made public by the ILO, including proprietary items, intellectual property and other information, irrespective of what form they are, developed, collected, known, marked or received by the External Collaborator. The External Collaborator will treat this information as confidential and will only use such information for the purposes of the Contract. Additionally, the External Collaborator will not at any time use such information for private advantage or in any manner prejudicial to or incompatible with the interests of the ILO; and
- c) observe the laws, regulations and other instruments having the force of law in the country or countries where the performance, in whole or in part, of the Contract takes place, which regulate the sector in respect of which the execution of the work is to be provided under the Contract, including all safety and health regulations, and that no threat is posed to the mental or physical well-being of target beneficiaries.

4. The External Collaborator is advised that:

- a) notwithstanding the Intellectual Property rights due to the ILO, the Government reserves a royalty-free, non-exclusive and irrevocable right to obtain, copy, publish, grant or otherwise use outputs produced using Government funds for Government purposes, and may so authorise others. It also requires that outputs be licensed under a Creative Commons Attribution license. This license allows subsequent users to copy, distribute, transmit and adapt the copyrighted material and requires such users to attribute the material in the manner specified by the ILO. Unless otherwise indicated in writing by the ILO, the External Collaborator will ensure that all outputs it produces contain the appropriate license, as described in the Terms of Reference.
- b) unless otherwise indicated by the ILO, all publicly disseminated print or electronic materials prepared with Government funds must contain an acknowledgment of such funding through the inclusion of the following language: *"Funding is provided by the United States Department of Labor under cooperative agreement number IL-XXXXX. XX percentage of the total costs of the project or program is financed with Federal funds, for a total of XX US dollars. This material does not necessarily reflect the views or policies of the United States Department of Labor, nor does mention of trade names, commercial products, or organizations imply endorsement by the United States Government."*
- c) s/he must retain all records, including financial documents, related to or arising from the implementation of the Contract for a period of not less than five (5) years from the termination

or expiration of the Contract;

- d) the ILO, or any person authorized by the ILO, may, at the sole discretion of the ILO, conduct a review, audit, investigation or other activity requiring access to such records during the term of the Contract or thereafter. The External Collaborator must grant to any such person, at a time to be agreed upon, free access to all workplaces, and will make available at any time all records and documents, including supporting documents for expenditures that have been incurred in the execution of the work described in the Contract. This obligation will survive the termination or expiration of the Contract;
- e) nothing in these conditions will be deemed to waive or otherwise limit any right or authority of the Government to review, audit, investigate or undertake any other activity requiring access to such records described above during the term of the Contract or thereafter;
- f) s/he must conduct and share audit reports carried out by an independent accounting firm, if s/he receives Government funds in excess of USD 500,000 either from the ILO or cumulatively from the ILO and other sources during a fiscal year (1 October to 30 September) (2 CFR Part 200.500-521 - Audit Requirements);
- g) in preparation of the work, s/he will ensure that all outputs s/he produces (e.g. documents, publications) are accessible for individuals with disabilities (see Section 508 of the Rehabilitation Act, <http://www.section508.gov>);
- h) if travel is required, s/he will comply with the provisions of 49 U.S.C. 40118 - Government-Financed Air Transportation (commonly known as Fly America Act) (see attached Self-Certification Form); and
- i) if activities are being conducted in the United States and material is purchased, s/he will comply with the provisions of 41 U.S.C. 83 - Buy American (commonly known as Buy American Act).

By signing below, the External Collaborator warrants that (i) she/he is not identified on or associated with⁴ any individual, groups, undertakings and entities identified on the list established by the United Nations Security Council resolutions, including the ISIL (Da'esh) & Al-Qaida Sanctions List and Consolidated Sanctions List⁵, or by the US Department of the Treasury; (ii) s/he is not subject to any sanction or temporary suspension imposed by the U.S. Government (www.sam.gov) and will immediately inform the ILO of any change to its status; (iii) s/he has never been convicted of violating the Buy American Act; (iv) the Contract has not been made contingent upon the External Collaborator agreeing to provide matching funds; and (v) s/he will comply with the terms and conditions applicable to the Contract. If the External Collaborator fails to comply, s/he may be obligated to reimburse the ILO for any disallowed costs as determined by it or the Government, including by deduction or otherwise, against future amounts owed by the ILO to the External Collaborator.

[Name]

[Date]

[Address]

[Signature]

⁴ United Nations Security Council Resolution 1617 (2005) defines "associated with" and it is available at: <http://www.un.org/en/sc/documents/resolutions/2005.shtml>.

⁵ The Consolidated United Nations Security Council Sanctions List is available at: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>.