

## ILO TERMS AND CONDITIONS FOR KfW FUNDED CONTRACTS

### **Required provisions where KfW is the donor:**

The Contractor acknowledges and agrees that as the funding for the Contract derives from KfW, Frankfurt am Main (KfW), the following provisions are required and are to be read in conjunction with the Terms and Conditions applicable to ILO Contracts:

4.12.<sup>1</sup> **ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY:** The Contractor will ensure compliance with applicable national requirements and international good practice standards regarding occupational and public health and safety, as well as with applicable occupational health and safety sections of the World Bank Environmental, Health and Safety Guidelines<sup>2</sup>.

7.2.1.6. “obstructive practice” is:

- i. deliberately destroying, falsifying, altering or concealing of evidence material to an investigation or making false statements to investigators in order to materially impede an investigation into allegations of a fraudulent, corrupt, collusive or coercive practice; and/or threatening, harassing, or intimidating another to prevent them from disclosing their knowledge of matters relevant to an investigation or from pursuing an investigation; or
- ii. an act(s) intended to materially impede the exercise of the ILO's or the KfW's rights to access documents or information provided for pursuant to paragraphs **8.2.1** or **8.2.2**.

7.2.5. The Contractor acknowledges and agrees that paragraph **7.2.4** of the Terms and Conditions applicable to ILO Contracts will also apply to those situations involving “obstructive practice”, as defined above.

8.1.1. The Contractor will undertake all reasonable efforts and procedures to ensure that none of the funds received under the present Contract are used, directly or indirectly, to provide support to individuals or entities associated with terrorism, and that recipients of any amounts provided hereunder do not appear on any sanctions list issued by the United Nations Security Council. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

### **8.2. RECORDS:**

8.2.1. The Contractor will retain all records, books, information and any other documents, including financial documents, related to or arising from the implementation of the Contract (Records) for a period of not less than ten (**10**) years from the termination or expiration of the Contract. Where applicable, 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 Contractor will 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, including supporting documents for expenditures that have been incurred for the delivery of Goods or completion of Services by the Contractor.

8.2.2. The Contractor acknowledges and agrees that nothing in paragraph **8.2.1** above will be deemed to waive or otherwise limit any right or authority of KfW to investigate allegations or other information relating to possible

<sup>1</sup> For the Terms and Conditions applicable to ILO Contracts for Services, this paragraph will be considered to be 4.8.

<sup>2</sup> The World Bank Environmental, Health and Safety Guidelines are available at:

<http://documents.worldbank.org/curated/en/157871484635724258/Environmental-health-and-safety-general-guidelines>.



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fraudulent, corrupt, collusive, coercive or obstructive practices, or to sanction or take remedial action against any party which KfW has determined to have engaged in such practices.

- 12.4.1. The Contractor acknowledges and agrees that paragraph **12.4** of the Terms and Conditions applicable to ILO Contracts will also extend to include paragraphs **8.2.1** and **8.2.2** above (Records).

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[Date]

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