



International
Labour
Organization

REQUEST FOR QUOTATION

RFQ No 049/2018/PHL/16/50M/USA

***Development and Implementation of a Communications
Strategic Plan for the Convening Actors to Develop and
Implement Strategies to Reduce Child Labour and Improve
Working Conditions in (ASGM) CARING Gold Mining Project***

Responses to be received by *17 December 2018*



International Labour Office

06 December 2018

Tel.: +

[Bidder's name & address]

Fax: +

E-mail:

Date: 06/12/2018

REQUEST FOR QUOTATION

Reference: RFQ N° 049/2018/PHL/16/50M/USA

Development and Implementation of a Communications Strategic Plan for the Convening Actors to Develop and Implement Strategies to Reduce Child Labour and Improve Working Conditions in (ASGM) Project (CARING Gold Mining Project)

Dear Bidder,

On behalf of the International Labour Office (ILO), I invite your company to submit a bid for the items described in the Bid Form attached to this letter ([Annex I](#)).

When preparing your bid, please use the Bid Form and follow the instructions set out in the Terms and Conditions applicable to ILO contracts ([Annex II](#)). Please return your completed Bid Form to the ILO together with the Certification Form ([Annex III](#)) duly signed by an authorized legal representative of your company.

The conditions set out in the ILO Terms and Conditions for the Purchase of Goods, as well as any other conditions contained in or enclosed with this letter, will become part of any contract concluded with the successful bidder. If your offer is accepted, you will receive a formal Purchase Order.

SUBMISSION OF YOUR OFFER:

For this request, offers may be submitted by fax or E-mail. You must submit your offer strictly in compliance with the procedures described below.

For it to be eligible for consideration, the ILO must receive your offer, signed **by the legal representative and stamped with the official seal of your company, on or before 17/12/2018 04:00 PM** at the following address:

*International Labour Organization
19th Floor Yuchengco Tower, RCBC Plaza
6819 Ayala Avenue, Makati City, Philippines
Email: deleon@ilo.org Fax No: 632 - 856 7597*

Offers received after the deadline specified above will not be considered. The ILO reserves the right to extend the deadline for the submission of offers. In such an event, the ILO will inform all potential bidders in writing of the terms and duration of the extension.

Yours faithfully


for Arleen Grace A. Taguba
Child Labour Officer, ASGM Project



International Labour Office

Attachments:

- *Bid Form (Annex I)*
- *Certification to be submitted by a Bidder (Annex II)*
- *Terms and Conditions applicable to ILO contracts (Annex III)*
- *Certification to be submitted by a Bidder (Annex III)*

[Bidder's name & address]

Reference: RFQ N° 049/2018/PHL/16/50M/USA

Development and Implementation of a Communications Strategic Plan for the Convening Actors to Develop and Implement Strategies to Reduce Child Labour & Improve Working Conditions in (ASGM) Project (CARING Gold Mining Project)

Date: 06/12/2018

Closing Date: 17/12/2018 04:00 PM

Submission by fax or E-mail is permitted.

Ship-to country: ILO Country Office Manila, Philippines

The following should be completed by the Bidder

For the supply of goods:

Your Bid Reference	Date	Currency	Bid Validity Date
Total Amount EXW	Place of Collection	Delivery Time (In Days)	Total Weight Kg & Total Volume/M3
Total Amount DAP [destination]	Place of Collection	Delivery Time (In Days)	Total Weight Kg & Total Volume/M3

Responsible for sale: _____

Signature: _____

*This Quotation has been prepared in accordance with
"ILO Terms and Conditions for the Purchase of Goods"*



International Labour Office

ANNEX I

No	Item	Requested Specifications	Proposed Specifications <i>(to be filled by supplier)</i>	QTY	Unit Price (USD)	Total Price (USD)
1	Consultant	Development and Implementation of a Communications Strategic Plan for the Convening Actors to Develop and Implement Strategies to Reduce Child Labour and Improve Working Conditions in (ASGM) Project (CARING Gold Mining Project) - Refer to the attached Terms of Reference (TOR)		1		
2						
3						
4						
etc.						

Warranty [if applicable]	<i>[indicate number of months/years]</i>
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Training [if applicable]	<i>[indicate number of participants, language and venue]</i>
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Spare parts [if applicable]	<i>[indicate for how many months/years of normal operation spare parts should be available]</i>
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RFQ N° 049/2018/PHL/16/50M/USA

CERTIFICATION TO BE SUBMITTED BY A BIDDER IN AN ILO COMPETITIVE BIDDING PROCEDURE

The ILO expects all participants in its procurement process to adhere to the very highest standards of moral and ethical conduct and transparency, to prevent any conflict of interest and not to engage in any form of coercive, collusive, corrupt, or fraudulent practices.

With respect to its proposal submitted in response to the ILO's Invitation to Bid/Request for Proposal mentioned above, the Bidder hereby certifies that:

1. The prices in its proposal have been arrived at independently without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.
2. No attempt has been made or will be made by the Bidder to influence any other Bidder, organization, partnership or corporation to either submit or not submit a proposal.
3. The Bidder will not offer, solicit or accept, directly or indirectly, any gratuity, gift, favour, entertainment, promises of future employment or other benefits to or from anyone in the ILO.
4. The Bidder (parent company and/or any subsidiaries) is not identified on, or associated with any individual, groups, undertakings and entities identified on, the list established pursuant to UN Security Council Resolution 1267 (Consolidated List).¹
5. The Bidder (parent company and/or any subsidiaries) will not use the funds received under any contract with the ILO to provide support to individuals, groups, undertakings or entities associated with terrorism.
6. The Bidder (parent company and/or any subsidiaries) is not the subject of any form of sanction imposed by an organization or body within the United Nations System, including the World Bank.

The ILO reserves the right to cancel or terminate with immediate effect and without compensation any offer of or contract arising from this bidding procedure in the event of any misrepresentation in relation to the above certifications.

Definitions of terms used in this declaration:

"*coercive practice*" is impairing or harming, or threatening to impair or harm, directly or indirectly, another or the property of another to influence improperly the actions of another.

"*collusive practice*" is any conduct or arrangement between two or more bidders or contractors, designed to achieve an improper purpose, including to influence improperly the actions of another or to set prices at an artificial level or in a non-competitive manner;

"*conflict of interest*" is a situation that gives rise to an actual, potential or perceived conflict between the interests of one party and another;

"*corrupt practice*" is the offering, giving, receiving or soliciting, directly or indirectly, of any advantage, in order to influence improperly the actions of another;

"*fraudulent practice*" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads,

¹ The Consolidated List can be found at the website: <http://www.un.org/en/sc/documents/resolutions/2005.shtml>



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or attempts to mislead, another to obtain a financial or other benefit or to avoid an obligation;

The undersigned certifies/y to be duly authorized to sign this Certification on behalf of the Bidder.

Name and Position

Signature

Date



TERMS AND CONDITIONS APPLICABLE TO ILO CONTRACTS

1. THE PARTIES

- 1.1. **LEGAL STATUS OF THE PARTIES:** The International Labour Organization, represented by the International Labour Office (ILO), and the Contractor (referred to individually as a "Party" and together as the "Parties") have the following legal status:
- 1.1.1. The International Labour Organization has full juridical personality, including the ability to contract and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes pursuant to the *Constitution of the International Labour Organisation*. Nothing in or related to the Contract will be deemed a waiver of any of the privileges and immunities of the International Labour Organization recognized in the Convention on the Privileges and Immunities of the Specialized Agencies (1947), and relevant national and international law.
- 1.1.2. The Contractor is an independent contractor. Nothing contained in or relating to the Contract will be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent.

2. CONTRACT DOCUMENTS AND VALIDITY

- 2.1. **NATURE OF THE CONTRACT:**
- 2.1.1. The Contract constitutes the complete and exclusive agreement between the Parties. It supersedes all proposals, verbal or written arrangements or agreements, and any other communications by one of the Parties or between the Parties relating to the Contract.
- 2.1.2. The Contract is composed of the following documents listed in their order of precedence:
- 2.1.2.1. **Purchase Order/Contract Document**, including any specific conditions;
- 2.1.2.2. Terms and Conditions applicable to ILO Contracts (**Annex 1**); and
- 2.1.2.3. Any other document explicitly listed in the Purchase Order/Contract Document and attached to it (i.e., **Annex 2, 3**, etc).
- 2.1.3. Unless otherwise included in any of the documents listed in paragraph 2.1.2., the terms of business, conditions of contract, general reservations published or issued by the Contractor or written in any correspondence or documents emanating from the Contractor will not form part of the Contract.
- 2.2. **VALIDITY:** The Contract will expire upon fulfilment by the Parties of their respective obligations or otherwise in accordance with its provisions.
- 2.3. **NON-EXCLUSIVITY:** The ILO may purchase goods or equipment (referred together to as "**Goods**"), or contract for works or services (referred together to as "**Services**") of the same or similar kind and quality described in the Contract from any other source at any time.
- 2.4. **COMMUNICATIONS:** Communications (e.g., notices, documents) will be addressed to:

INTERNATIONAL LABOUR OFFICE
Procurement Bureau (PROCUREMENT)
4 Route des Morillons
CH 1211 Geneva 22
Switzerland
Facsimile: + (41)(22) 798 85 29
Phone: + (41)(22) 799 76 02
e-mail: pcrt@ilo.org

3. PRICE AND PAYMENT

- 3.1. **PRICE AND CURRENCY:** The price and currency specified in the Contractor's offer are firm and not subject to revision. The ILO's financial liability under the Contract is restricted to the price and currency indicated in the Purchase Order/Contract Document.
- 3.2. **PAYMENT:** Upon receipt of the Contractor's written invoice and any related supporting documentation, the ILO will effect payment, normally within thirty (30) days, by bank transfer (the ILO will not pay through letters of credit or bank draft). The written invoice will be sent to the addressee specified in the Purchase Order/Contract Document and will contain the:
- 3.2.1. number of the Purchase Order/Contract Document that it relates to;
- 3.2.2. invoiced amount (without the rounding of currency decimals and exclusive of VAT, duties or charges); and
- 3.2.3. date of the delivery of Goods or the completion of Services.
- In no event will complete or partial payment by the ILO, in and of itself, constitute acceptance of the Goods or Services.



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- 3.3. **TAX EXEMPTION:** The International Labour Organization, as a United Nations Specialized Agency, enjoys a special tax status in Switzerland and in other member States. Except with the prior written authorization of the ILO, invoices will be submitted exclusive of any amount representing taxes (including value added tax), duties or charges. Where such authorization has been provided, the Contractor will provide the ILO with written evidence that payment of such taxes, duties or charges has been made. In the event any government authority refuses to recognize the ILO's exemption from such taxes, duties or charges, the Contractor will immediately consult with the ILO to determine a mutually acceptable procedure.

4. PERFORMANCE

- 4.1. **PACKAGING:** Where packaging is required, the following terms (including in any INCOTERM or similar trade term) apply:
- 4.1.1. The Contractor will package and mark all Goods for shipment and delivery in accordance with the highest standards of commercial packaging for the type and quantity of the Goods and the modes of transport used and the packaging will comply with any requirements imposed by applicable laws and standards. In addition, the Contractor will ensure that:
 - 4.1.1.1. packaging will be sufficient to withstand local conditions, including rough handling, exposure to extreme climate conditions, dusty environments, salt and precipitation, and open storage for up to several months after arrival at the Consignee's destination specified in the Purchase Order/Contract Document;
 - 4.1.1.2. packing container sizes and weights will be determined by reference to the conditions prevailing at the final destination, including where relevant, the absence of mechanical equipment for loading and offloading;
 - 4.1.1.3. dangerous or combustible Goods will be packed separately, in accordance with the highest safety standards of commercial packaging, and marked as containing dangerous or combustible Goods; and
 - 4.1.1.4. no markings on the outside of the packaging indicate the contents of the box. Boxes in shipments consisting of multiple boxes will be numbered and will identify the total number of boxes in the shipment (i.e., box 1 of 5, 2 of 5, etc.). A packing slip will be placed inside each box with all details of its contents. Packing lists will state complete shipping marks, number of boxes, contents, gross and net weights in kilograms of each box, measurements and volume in cubic meters.
 - 4.1.2. The Contractor will have no right to the return of packing materials.
 - 4.1.3. Any costs relating to or arising from packaging or marking deficiencies or deviations from the Contract will be borne by the Contractor.
- 4.2. **SHIPMENT, TRANSPORT, DELIVERY:** Where shipment, transport and delivery are required, the following terms (including in any INCOTERM or similar trade term) apply:
- 4.2.1. The Contractor is solely responsible for making all shipment, transport and delivery arrangements necessary for the performance of the Contractor's obligations under the Contract, including obtaining any permits, licenses, certifications, registrations, approvals or authorizations necessary for the shipment, transportation and delivery, including, as applicable, the importation and exportation of Goods.
 - 4.2.2. All costs associated with any shipment, transport and delivery, including all freight and insurance costs, and all costs relating to obtaining any permits, licenses, certifications, registrations, approvals or authorizations will be borne by the Contractor.
 - 4.2.3. The Contractor will insure the Goods against all risks, including war, strike and riot, until delivery at the final destination. The value of the Goods will be calculated on the basis of cost and freight plus ten (10) per cent. A duplicate of the insurance certificate will be sent to the ILO and the original to the Consignee.
 - 4.2.4. The Contractor will ensure that the Consignee receives all necessary transport documents in a timely manner, so as to enable the Consignee to take delivery in accordance with the requirements of the Contract. A duplicate of all necessary transport documents will be sent to the ILO in advance of the transport and delivery.
 - 4.2.5. Partial shipment and the combining of Goods supplied against different Purchase Orders to the same Consignee are not allowed, except with the prior written authorization of the ILO.
- 4.3. **INSPECTION, ACCEPTANCE, REJECTION:** Where inspection and acceptance or rejection are required, the following terms apply:
- 4.3.1. Delivery will not be deemed, in and of itself, as constituting acceptance by the ILO.
 - 4.3.2. Neither delivery into the physical custody of the Consignee nor complete or partial payment by the ILO or the Consignee constitute acceptance. The Consignee will have sixty (60) days after physical delivery into its custody has been completed in accordance with the Contract, to inspect and accept or reject the Goods for defects or other failures to meet the Contract's requirements. After sixty (60) days the Goods will be deemed to have been accepted by the Consignee.
 - 4.3.3. The Consignee's inspection of the Goods, failure to inspect and accept or reject the Goods, and acceptance or rejection of the Goods will not relieve the Contractor from its responsibility, nor impose liability on the Consignee or



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- the ILO, for defects or nonconforming Goods. In addition to all other remedies available under the Contract, the Consignee or the ILO may reject all Goods that do not conform to the terms and conditions of the Contract.
- 4.3.4. Goods in the possession of the Consignee or the ILO that have been rejected by the Consignee or the ILO will be removed at the Contractor's expense within such period as the Consignee or the ILO may specify in its notice of rejection. Upon such notice to the Contractor, the Goods or any part thereof will be held at the Contractor's risk and expense including, if necessary, the cost of transfer to and storage at a commercial or bonded warehouse, and no liability will attach to the Consignee or the ILO for any loss or damage thereto. The payment of any customs duties which may be required on rejected Goods that were imported duty free is the Contractor's responsibility. Should the Contractor fail to remove the Goods as required by the notice of rejection, the Consignee or the ILO may dispose of the rejected Goods in such manner as the Consignee or the ILO deem appropriate, without any liability owed to the Contractor whatsoever.
- 4.4. **TITLE:** Title to the Goods will not pass to the ILO until the Consignee has accepted the Goods. Accordingly, the Contractor assumes all liabilities associated with appropriation, confiscation, delay, damage (regardless of cause), destruction, loss or theft of the Goods until title to the Goods has passed to the ILO.
- 4.5. **ITEMS FURNISHED BY THE CONTRACTOR:** The Contractor is solely responsible for the arrangement, provision and operation of all equipment, supplies, related support services and personnel (including any related costs so incurred) necessary for the performance of the Contractor's obligations under the Contract.
- 4.6. **ITEMS FURNISHED BY THE ILO TO THE CONTRACTOR:** Where Goods are funded or provided by the ILO to the Contractor to support the performance of the Contractor's obligations under the Contract, the following terms apply:
- 4.6.1. The Contractor acknowledges and agrees that the ILO hereby disclaims any and all warranties regarding the functionality or installation of such Goods. The Contractor is solely responsible for the installation (including any personnel, tools, materials or other Goods necessary for installation), maintenance and functioning of all the Goods funded or provided by the ILO under the Contract.
- 4.6.2. The Contractor will promptly report to the ILO each loss, damage or theft of such Goods.
- 4.6.3. Title to the Goods that may be funded or provided by the ILO to the Contractor will be retained by the ILO. The Contractor will not cause or permit any lien, claim or other encumbrance to be attached to any or all such Goods, or to any other item that is the subject matter of the Contract.
- 4.6.4. Upon the termination or expiration of the Contract, all such Goods will be returned to the ILO in the same condition as when delivered to the Contractor, excluding normal wear and tear. The return of such Goods, or other disposal as the ILO may direct, will be at the Contractor's expense. Upon termination or expiration of the Contract, the Contractor will take all reasonable measures to avoid any loss of or deterioration to such Goods. The Contractor will compensate the ILO for actual costs of any loss of, damage to or deterioration of such Goods that is beyond normal wear and tear.
- 4.7. **INSTALLATION, MAINTENANCE, TRAINING:** Where installation, maintenance (ongoing or as specified in the Purchase Order/Contract Document) or training is required, the following terms apply:
- 4.7.1. The Contractor, in a timely manner, will arrange for and provide all equipment, supplies, related support services and personnel necessary to complete the installation, maintenance or training.
- 4.7.2. All costs related to the installation, maintenance or training will be borne by the Contractor.
- 4.7.3. The ILO and the Consignee will be permitted to monitor the installation or maintenance work, as well as to oversee the training.
- 4.7.4. In addition, where training is required the Contractor will train any persons identified by ILO or the Consignee in the installation, operation, maintenance, etc. of the Goods or Services described in the Contract.
- 4.8. **ACCESS:** If some or all of the contractual obligations will be performed on ILO premises, the ILO will facilitate access to its premises in line with requirements for such performance. The Contractor will comply with ILO security requirements and any other relevant ILO rules, regulations and guidelines while on ILO premises, as well as with the instructions given by designated ILO officials.
- 4.9. **RESPONSIBILITY FOR PERSONNEL:**
- 4.9.1. The employees, officials, representatives, staff or subcontractors (**Personnel**) of either of the Parties will not be considered in any respect as being the employees or agents of the other Party.
- 4.9.2. Each Party is solely responsible for the professional and technical competence of its respective Personnel, which will permit that Party to effectively perform its obligations under the Contract.
- 4.9.3. Without prejudice to any other right or remedy available under the Contract, the ILO reserves the right to request at any time, in writing, the withdrawal or replacement of any of the Contractor's Personnel and such request will not be unreasonably refused by the Contractor.
- 4.9.4. Each Party is solely responsible for all claims arising out of or relating to the engagement of its respective Personnel.
- 4.9.5. All expenditures related to the assignment of the Contractor's Personnel, including allowances, insurance, cost of travel arrangements and local transport will be borne by the Contractor. All expenditures related to the assignment



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of the ILO's Personnel, including allowances, insurance, cost of travel arrangements and local transport will be borne by the ILO.

4.10. INSURANCE:

- 4.10.1. The Contractor, for the duration of the Contract, any extension thereof or any period following any termination of the Contract and reasonably adequate to deal with losses, will insure its Personnel against the consequences of the following risks:
 - 4.10.1.1. illness, injury and death; and
 - 4.10.1.2. incapacity to work due to accident and sickness either during normal working hours or outside working hours.
- 4.10.2. Time lost as a result of the occurrence of the risks identified in subparagraphs 4.10.1.1 or 4.10.1.2 will not be chargeable to the ILO.
- 4.10.3. The Contractor for the duration of the Contract, any extension thereof or any period following any termination of the Contract and reasonably adequate to deal with losses, warrants that it is insured with a coverage for a sufficient amount for the use of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor, as well as that it carries comprehensive civil liability insurance with regard to third-parties, including the ILO and its Personnel, in respect of physical injury, damage to property or theft, as well as the direct or indirect effects thereof, including the unavailability of premises and loss of production.
- 4.10.4. Where required by the ILO and as specified in the Purchase Order/Contract Document (except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by the ILO), the Contractor's insurance policies will:
 - 4.10.4.1. name the ILO as an additional insured under the liability policy/policies, including, if required, as a separate endorsement under the Contractor's policy/policies;
 - 4.10.4.2. include a waiver of subrogation of the Contractor's insurance carrier's rights against the ILO; and
 - 4.10.4.3. provide that the ILO will receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage.
- 4.10.5. The Contractor will take out any other insurance required by the ILO and as specified in the Purchase Order/Contract Document.
- 4.10.6. Upon written request by the ILO, the Contractor will provide the ILO with a copy of the general and specific conditions of the insurance policy/policies required under the Contract.

4.11. INDEMNIFICATION:

- 4.11.1. The Contractor is solely responsible for any claim or damage resulting from the negligence, acts, or omissions of its Personnel.
- 4.11.2. The Contractor will indemnify and hold the ILO harmless from and against any direct or indirect responsibilities, complaints, claims (including intellectual property rights infringement), suits, judgments, damages and losses, including costs, fees and related expenses, in respect of any physical injury, damage to property, theft, or economic or other prejudice suffered by the ILO, its Personnel or third-parties which may result from the performance of the Contractor's obligations under the Contract or the Contractor's acts or omissions or those of the Contractor's Personnel.
- 4.11.3. The Contractor will immediately notify the ILO upon becoming aware of any direct or indirect responsibilities, complaints, claims (including intellectual property rights infringement), suits, judgments, damages and losses, including costs, fees and related expenses, in respect of any physical injury, damage to property, theft, or economic or other prejudice suffered by the ILO or which could adversely affect the ILO.

5. ASSIGNMENT AND SUBCONTRACTING

- 5.1. **ASSIGNMENT:** The Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the ILO. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, will not be binding on the ILO.
- 5.2. **SUBCONTRACTING:** In the event that the Contractor requires the services of any subcontractor, the Contractor will obtain the prior written authorization to subcontract and the approval of the ILO of the subcontractor selected. The authorization and approval by the ILO of such a subcontractor does not relieve the Contractor of any of its obligations under the Contract and the Contractor is solely responsible for the Goods and Services provided by a subcontractor in the framework of the Contract, including their quality. The Contractor, to the same extent as for its own Personnel, will be liable for a subcontractor and its Personnel who are performing any part of the Contractor's obligations under the Contract. The terms of any subcontract will be subject to and be in conformity with the provisions of the Contract. Except with the prior written authorization to subcontract and the approval of the ILO of the subcontractor selected, the Contractor will ensure that its



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subcontractor(s) do not subcontract, assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract. The provisions of this paragraph apply to any subcontractor who, in turn, requires the services of a subcontractor.

6. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

6.1. PROPRIETARY ITEMS AND INTELLECTUAL PROPERTY RIGHTS:

- 6.1.1. All documents (including drawings, estimates, manuscripts, maps, plans, records, reports, recommendations) and other proprietary items (including data, devices, gauges, jigs, mosaics, parts, patterns, photographs, samples, and software) (jointly referred to as **Proprietary Items**), either developed by the Contractor or its Personnel in connection with the Contract or furnished to the Contractor by or on behalf of the ILO to support the performance of the Contractor's obligations under the Contract, are the exclusive property of the International Labour Organization; and, will be used by the Contractor and its Personnel solely for the purposes of the Contract.
- 6.1.2. All intellectual property rights and all other proprietary rights (including copyrights, patents, trademarks, source codes, products, processes, inventions, ideas, know-how) with regard to any materials (jointly referred to as **Intellectual Property**), either developed by the Contractor or its Personnel in connection with the Contract or furnished to the Contractor by or on behalf of the ILO to support the performance of the Contractor's obligations under the Contract, are the exclusive property of the International Labour Organization; and, will be used by the Contractor and its Personnel solely for the purposes of the Contract.
- 6.1.3. During the course of development, Proprietary Items and Intellectual Property developed or utilized by or furnished to the Contractor will be made available for use and inspection by the ILO, upon request at reasonable times and in reasonable places.
- 6.1.4. Such Proprietary Items and Intellectual Property will be delivered only to ILO authorized officials on completion of the Contract.
- 6.1.5. The Contractor will disclose, throughout its performance, to the ILO's authorized officials full particulars of all source codes, products, processes, inventions, ideas, know-how, documents and any other materials developed or conceived by the Contractor, alone or jointly, in connection with the Contract.
- 6.1.6. At the request of the ILO, the Contractor will take all necessary steps to execute all necessary documents and generally assist the ILO in securing intellectual property rights and all other proprietary rights in compliance with the requirements of applicable law.
- 6.1.7. To the extent that any Intellectual Property due to the ILO under paragraph 6.1.2 includes any intellectual property:
 - 6.1.7.1. of the Contractor that: (i) pre-existed the performance by the Contractor of its obligations under the Contract; or (ii) it may develop or acquire, or that may have been developed or acquired, independently of the performance of the Contractor's obligations under the Contract; or
 - 6.1.7.2. of a third-party;the Contractor grants to the International Labour Organization a perpetual, royalty-free license to make unrestricted use of such intellectual property. The International Labour Organization will not claim any ownership interest in the intellectual property described in subparagraphs 6.1.7.1 or 6.1.7.2.
- 6.1.8. The Contractor undertakes to obtain, at its own expense, permission to use any third-party protected rights that are necessary for the performance of the Contract and, if requested, provide the ILO with evidence of such permission.
- 6.1.9. In the event that any Proprietary Items or Intellectual Property provided to the ILO by the Contractor are for some reason enjoined or found to infringe any rights of a third-party, or in the event of a settlement, are enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, will promptly:
 - 6.1.9.1. procure for the ILO the unrestricted right to continue using such Proprietary Items and Intellectual Property provided to the ILO;
 - 6.1.9.2. replace or modify the Proprietary Items and Intellectual Property provided to the ILO, or part thereof, with the equivalent or better Proprietary Items and Intellectual Property, or part thereof, that are non-infringing; or,
 - 6.1.9.3. refund to the ILO the full price paid by the ILO for the right to have or use such Proprietary Items and Intellectual Property or part thereof.



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6.2. CONFIDENTIAL NATURE OF AND RESPONSIBILITY FOR PROPRIETARY ITEMS, INTELLECTUAL PROPERTY AND OTHER INFORMATION:

- 6.2.1. Unless otherwise made public with the authorization of the ILO, Proprietary Items, Intellectual Property and other information, irrespective of what form they are, developed, collected, known, marked or received by the Contractor, will be treated by the Contractor as confidential and be used only for the purposes of the Contract.
- 6.2.2. The Contractor will not communicate at any time to any other person, government or entity external to the ILO, any Proprietary Items, Intellectual Property or other information known by reason of its association with the ILO, which has not been made public, except with the authorization of the ILO; nor will the Contractor at any time use such information for private advantage or in any manner prejudicial to or incompatible with the interests of the ILO. Where the Contractor is required by law to disclose such Proprietary Items, Intellectual Property or other information, it will give the ILO sufficient prior notice of the request to disclose in order to allow the ILO to have a reasonable opportunity to take protective measures or such other action as may be appropriate.
- 6.2.3. The Contractor will be responsible for such Proprietary Items, Intellectual Property and other information. In case of loss of or damage to any Proprietary Items, Intellectual Property or other information the Contractor may be required to:
 - 6.2.3.1. replace or repair the lost or damaged Proprietary Items, Intellectual Property or other information; or
 - 6.2.3.2. provide compensation to the ILO for the cost of replacing or repairing the lost or damaged Proprietary Items, Intellectual Property or other information.

6.3. PUBLICITY AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:

- 6.3.1. The Contractor may neither disclose the terms and conditions of the Contract nor advertise or otherwise make public the fact that it is a Contractor to the ILO.
- 6.3.2. The Contractor may not use or reproduce the name, emblem or the official seal of the International Labour Organization or of the International Labour Office, including their abbreviations, in connection with the Contractor's business or otherwise.
- 6.3.3. In reporting its procurement activities, the ILO may publish (e.g., on the internet) the Contractor's name and amount of the Contract.

7. ETHICAL CONDUCT

7.1. LABOUR CLAUSES: The Contractor undertakes to respect, at all times and in all circumstances relevant to the performance of the Contract and in relation to all its Personnel, and to ensure that its subcontractors respect:

- 7.1.1. The following principles concerning international labour standards of the International Labour Organization:
 - 7.1.1.1. the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as the protection of those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively;
 - 7.1.1.2. the prohibition of forced or compulsory labour in all its forms;
 - 7.1.1.3. equal remuneration for men and women for work of equal value;
 - 7.1.1.4. equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of the Contract takes place;
 - 7.1.1.5. the prohibition of the employment of children below fourteen (14) years of age or, if higher than fourteen (14), the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of the Contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher;
 - 7.1.1.6. the prohibition of the employment of persons under the age of eighteen (18) for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons;
 - 7.1.1.7. the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. The Contractor shall keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and the workers concerned must be informed of such deductions at the time of each payment.
 - 7.1.1.8. the provision of wages, hours of work and other conditions of work not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or, (iii) applicable laws or regulations, whichever offers the best working conditions), for work of the same character performed in the trade or industry concerned in the area where work is carried out;



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- 7.1.1.9. the need to ensure, so far as is reasonably practicable, that the workplaces, machinery, equipment and processes under their control are safe and without risk to health, and that the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and provide, where necessary, adequate protective clothing and protective equipment to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health; and
- 7.1.2. All applicable laws or regulations concerning terms of employment and conditions of work, any collective agreements to which it is party, or any other related measure with which it must comply.
- 7.2. **PERSONNEL NOT TO BENEFIT:**
- 7.2.1. The ILO requires bidders and contractors to observe the highest ethical standards during the procurement process and the execution of contracts. In order to ensure the respect of these obligations, the ILO provides the following definitions:
- 7.2.1.1. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, another to obtain a financial or other benefit or to avoid an obligation;
- 7.2.1.2. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of any advantage, in order to influence improperly the actions of another;
- 7.2.1.3. "conflict of interest" is a situation that gives rise to an actual, potential or perceived conflict between the interests of one party and another;
- 7.2.1.4. "collusive practice" is any conduct or arrangement between two or more bidders or contractors, designed to achieve an improper purpose, including to influence improperly the actions of another or to set prices at an artificial level or in a non-competitive manner;
- 7.2.1.5. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, another or the property of another to influence improperly the actions of another.
- 7.2.2. The Contractor will not (and will ensure that its Personnel do not) place itself in a position that may, or does, give rise to a conflict between its interests and the ILO's interests during the procurement process or the execution of the Contract.
- 7.2.3. If during any stage of the procurement process a conflict of interest arose or during contract execution a conflict of interest arises, or appears likely to arise, the Contractor will immediately notify the ILO in writing, setting out all relevant details, including any situation in which the interests of the Contractor conflict with the interests of the ILO, or in any situation in which any ILO official, employee or person under contract with the ILO may have, or appears to have, an interest of any kind in the Contractor's business or any kind of economic or personal ties with the Contractor. The Contractor will take such steps as the ILO may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of the ILO.
- 7.2.4. Without prejudice to any other right or remedy available under the Contract, the ILO reserves the right to disqualify the Contractor for a specified or indefinite period from participating in the procurement process of the ILO or contracting with the ILO, if it is shown that the Contractor has, directly or indirectly, employed fraudulent, corrupt, collusive or coercive practices or failed to disclose a conflict of interest.

8. FULL DISCLOSURE

- 8.1. **FULL DISCLOSURE:** The Contractor warrants that it has made and will make full and proper disclosure to the ILO of all relevant information relating to its business activities, financial condition and ownership, prior to entering into this Contract and for its duration, including that it is not identified on or associated with¹ any individual, groups, undertakings and entities identified on the list established by the United Nations Security Council Resolution 1267 (**1267 Consolidated List**)²; and that it is not, nor has been, subject to any sanction or temporary suspension imposed by any organization within the United Nations System including the World Bank.

9. DELAY, FORCE MAJEURE AND LIQUIDATED DAMAGES

- 9.1. **DELAY:**
- 9.1.1. Should the Contractor encounter conditions that do not constitute *Force majeure* and which impede or are likely to impede timely performance of the Contract (**Delay**), the Contractor will immediately notify the ILO in writing with full particulars of the Delay, including its likely duration, and its cause. At the ILO's request, the Contractor and the ILO will consult as soon as practicable after receipt of such notice, to evaluate any available means of mitigation or appropriate remedies provided under the Contract.
- 9.1.2. In addition to any other right or remedy available under the Contract, upon receiving notice of Contractor's Delay (or likely Delay) in performance, the ILO will have the right to:



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- 9.1.2.1. suspend the Contract, in whole or in part, and notify the Contractor not to proceed further with its performance which has been subject to (or will be subject to) Delay;
- 9.1.2.2. withhold and/or deduct payment to the Contractor for the portion of the Contract subject to Delay; and
- 9.1.2.3. procure all or part of the Goods or Services which the Contractor fails to provide in a timely manner.
- 9.1.3. Without prejudice to any other right or remedy available under the Contract, the Contractor will be liable for any increase in the price payable by the ILO resulting from the procurement of the Goods or Services from other sources and the ILO may apply such additional costs incurred, by deduction or otherwise, against future amounts owed by the ILO to the Contractor.
- 9.1.4. Upon receipt of notice of any decision by the ILO to suspend the Contract under subparagraph 9.1.2.1 and with respect to the suspended portion of the Contract, the Contractor will take immediate steps to reduce expenses to a minimum and will not undertake any further obligations; provided, however, that the ILO and the Contractor will continue performance of the Contract to the extent that it is not suspended or cancelled.
- 9.2. **FORCE MAJEURE:**
 - 9.2.1. Neither Party will be liable to the other Party for failure to perform its respective obligations, if such failure is as a result of an unforeseeable and irresistible event, act of nature (including fire, flood, earthquake, storm, hurricane, epidemic or other natural disaster), any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, (*Force Majeure*) provided that such acts arise from causes beyond the control and without the fault or negligence of the invoking Party.
 - 9.2.2. The defaulting Party will notify, as soon as possible after the occurrence of the *Force Majeure* event, the other Party in writing with full particulars of the *Force Majeure* event, including its likely duration, the estimated expenditures that will likely be incurred for the duration of the *Force Majeure* event, and any other conditions which threaten to interfere with the defaulting Party's performance of the Contract.
 - 9.2.3. Without prejudice to any other right or remedy available under the Contract, if either Party is rendered unable, in whole or in part, by reason of *Force Majeure* to perform its obligations and meet its responsibilities under the Contract and where the *Force Majeure* event exists beyond sixty (60) days then that Party will have the right to suspend or terminate the Contract with a period of written notice of seven (7) days.
- 9.3. **NOTICE OF DELAY AND FORCE MAJEURE:** If notice is not received by a Party in accordance with paragraphs 9.1.1 or 9.2.2, the Party who fails to notify of the Delay or *Force Majeure* event will be liable for damages resulting from such non-receipt, except where the Delay or *Force Majeure* event also prevents transmission of the notice.
- 9.4. **LIQUIDATED DAMAGES:** Without prejudice to any other right or remedy available under the Contract, the Parties agree that if the Contractor breaches the Contract, including a Delay in performance of the Contractor's obligations under the Contract, it will be impractical or difficult to quantify the damages suffered by the ILO. The Parties, therefore, agree that in the event of such a breach by the Contractor, the Contractor will pay to the ILO, as liquidated damages, a sum equal to three-tenths of one (0.3) per cent of the Contract price for each day of delay until actual delivery or performance, up to a maximum of ten (10) per cent of the Contract price. Each Party acknowledges and agrees that the liquidated damages amount specified herein are intended to reasonably compensate the ILO and not intended to punish the Contractor. Without prejudice to any other right or remedy available under the Contract, the ILO reserves the right to recover such liquidated damages by deduction or otherwise, against future amounts owed by the ILO to the Contractor.

10. TERMINATION

10.1. TERMINATION BY THE ILO:

- 10.1.1. Without prejudice to any other right or remedy available under the Contract and without the authorisation of a court or any other authorisation, the ILO may terminate the Contract immediately by written notice in the event that the Contractor:
 - 10.1.1.1. is found to have made any material or fraudulent misrepresentation in the making of or performance of the Contract regardless of when the misrepresentation is discovered;
 - 10.1.1.2. becomes bankrupt, otherwise insolvent, or the ILO reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract;
 - 10.1.1.3. fails to perform contractual obligations or to satisfy any guarantees or warranties it has made under the Contract and does not rectify such failure within sixty (60) days following receipt of a written notice by the ILO;
 - 10.1.1.4. is declared undesirable by the government where the Contractor is to perform any of its obligations under the Contract;
 - 10.1.1.5. is the subject of any sanction or temporary suspension imposed by any organization within the United Nations System including the World Bank; or
 - 10.1.1.6. the ILO's activities are curtailed or terminated.



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10.1.2. Upon receipt of notice of termination by the ILO, the Contractor will take immediate steps to stop production or delivery of any Goods or bring any work or services to a close in a prompt and orderly manner, will reduce expenses to a minimum and will not undertake any further obligations from the date of receipt of notice of termination.

10.1.3. If the Contract should be terminated by the ILO, the ILO will make all payments which may be due up to the effective date of termination for any Goods or Services satisfactorily delivered or performed and accepted by the ILO.

10.2. TERMINATION BY THE CONTRACTOR:

10.2.1. Without prejudice to any other right or remedy available under the Contract and without the authorisation of a court or any other authorisation, the Contractor may terminate the Contract immediately by written notice in the event that the ILO:

10.2.1.1. fails to make payments which are due under the Contract and the ILO does not rectify such failure within a period of sixty (60) days after receipt of the Contractor's written notice of default; or

10.2.1.2. fails in its contractual obligations so as to make it unreasonable for the Contractor to proceed with the performance of its obligations under the Contract and the ILO does not rectify such failure within a period of sixty (60) days after receipt of the Contractor's written notice of default.

11. WARRANTY

11.1. WARRANTY OF GOODS:

11.1.1. In addition to conforming to the specifications contained in the Contract with respect to their quantity, quality, description and full compatibility with conditions prevailing in the final place of destination, the Contractor warrants that the Goods:

11.1.1.1. will be new and unused, free from defects, and will conform to their respective product specifications which are incorporated by this reference in the Contract;

11.1.1.2. are fit for the purposes for which such Goods are ordinarily used and for purposes made expressly known in writing in the Contract;

11.1.1.3. are free from any right or claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights. The Contractor will indemnify, defend and hold harmless the ILO from any actions or claims brought against the ILO pertaining to the alleged infringement of any such third-party rights;

11.1.1.4. are securely contained, packaged and marked, taking into account the modes of transport, in a manner so as to protect the Goods during delivery to their final destination; and

11.1.1.5. conform with all applicable technical, safety, health and environment protection standards or recommendations, including those relating to ILO conventions on safety and health.

11.1.2. Where the Contractor is not the original manufacturer of the Goods, the Contractor will provide the ILO with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract.

11.1.3. With the exception of subparagraph 11.1.1.4, all warranties set forth in paragraph 11.1 will remain fully valid following the delivery of the Goods at the final destination for a period of not less than one (1) year.

11.1.4. During the period in which the Contractor's warranties are in effect, upon notice by the ILO that the Goods do not conform to the terms or requirements of the Contract or other breach of the warranties set forth in paragraphs 11.1.1 and 11.1.2, the Contractor will immediately undertake, at its sole expense, best efforts to cure such defects and non-conformities in the delivered Goods, or other breach of the warranties. If the Contractor is unable to correct such defects and non-conformities promptly, but in no case longer than fifteen (15) days, the Contractor will immediately replace the defective Goods with Goods of the same or better quality; or, at its own cost, remove the defective Goods and fully reimburse the ILO for the price paid for the defective Goods.

11.1.5. Without prejudice to any other right or remedy available under the Contract, in the event that the Contractor fails to meet its obligations under paragraph 11.1.4, the ILO has the right to independently replace or repair the Goods and the Contractor will be obligated to reimburse the ILO for all the additional costs so incurred, including by deduction or otherwise, against future amounts owed by the ILO to the Contractor.

11.2. WARRANTY OF SERVICES:

11.2.1. The Contractor warrants that any Services provided in accordance with the Contract will meet the specifications, timeframes and related requirements set forth in the Contract. All materials and workmanship utilized in performing the Services under the Contract will be of the respective kind(s) described in the Contract and free from defects. Materials not conforming to the specifications in the Contract will not be used in performance of the Services without prior written approval of the ILO.

11.2.2. If the Services do not meet the requirements referred to above, the Contractor will, at its sole expense, either by repair or replacement, correct, promptly modify or change any faulty workmanship materials, parts and equipment supplied by it to the extent necessary to satisfy the above warranty.



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11.2.3. If any defect or failure in the Services cannot be rectified by remedial measures within the period agreed by the ILO and the Contractor, the Contractor will be considered to be in default and in addition to exercising any suspension or termination rights set forth in the Contract, the ILO has the right to independently replace or repair the Services and the Contractor will be obligated to reimburse the ILO for all the additional costs so incurred, including by deduction or otherwise, against future amounts owed by the ILO to the Contractor.

12. MISCELLANEOUS

- 12.1. **CHANGE ORDERS:** The ILO may, by written notification, increase or decrease the number of items or the scope of Services of the Contract provided the stage reached in the performance of the Contract so allows. If any such changes increase or decrease the cost of and/or the time required for the performance of any part of the Contract, an equitable adjustment will be made in the Contract's price or time schedule, or both, and the Contract will accordingly be amended. Any request for consultation or claim for adjustment under this paragraph will be asserted by the Contractor within thirty (30) working days from the date of receipt of ILO's change order.
- 12.2. **AMENDMENTS:** The Parties may by mutual agreement amend the Contract. Amendments will be effective only if in writing and when executed and delivered on behalf of the ILO and the Contractor by persons duly authorized to do so.
- 12.3. **NON-WAIVER OF RIGHTS:** Termination of the Contract in whole or in part by a Party or the failure by either Party to exercise any rights available to it, will not affect the accrued rights or claims and liabilities of either Party to the Contract.
- 12.4. **SURVIVAL:** The obligations contained in paragraphs 4.10 (Insurance); 4.11 (Indemnification); 6.1 (Proprietary Items and Intellectual Property Rights); 6.2 (Confidential Nature of and Responsibility for Proprietary Items, Intellectual Property and Other Information); 6.3 (Publicity and Use of the Name, Emblem or Official Seal); 11.1 (Warranty of Goods); and 11.2 (Warranty of Services) survive the termination or expiration of the Contract.
- 12.5. **LIMITATION ON ACTIONS:** Irrespective of their nature, any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof (other than obligations enumerated in paragraph 12.4) must be asserted within six (6) months after the termination or expiration of the Contract.

13. SETTLEMENT OF DISPUTES

- 13.1. **AMICABLE SETTLEMENT:** The Parties will use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof by direct informal negotiations, including, where agreed, by referral, to an executive level of authority within the Parties. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the Conciliation Rules then prevailing of the United Nations Commission on International Trade Law (**UNCITRAL**) or according to such other procedure as may be agreed between the Parties in writing.
- 13.2. **ARBITRATION:** Unless settled amicably under paragraph 13.1, within sixty (60) days, after receipt by one Party of the other Party's written request, any dispute, controversy or claim arising out of the Contract, or the breach, termination or invalidity thereof, will be settled by arbitration in accordance with the UNCITRAL Arbitration Rules then prevailing. In addition:
- 13.2.1. the place of arbitration will be Geneva;
 - 13.2.2. the decisions of the arbitral tribunal will be based on general principles of international commercial law;
 - 13.2.3. the arbitral tribunal will have no authority to award punitive damages; and
 - 13.2.4. 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 arising out of the Contract, or the breach, termination or invalidity thereof.
- 13.3. **LANGUAGE:** The conciliation and the arbitration proceedings will be conducted in the language in which the Contract is signed provided that it is one of the three working languages of the ILO (English, French and Spanish). In the event the Contract is in a language other than English, French or Spanish, the conciliation or the arbitration proceedings will be conducted in English, French or Spanish.

¹ 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>

² The 1267 Consolidated List is available at: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>

TERMS OF REFERENCE

Development and Implementation of a Communications Strategic Plan for the Convening Actors to Develop and Implement Strategies to Reduce Child Labour and Improve Working Conditions in Artisanal and Small-Scale Gold Mining (ASGM) Project (CARING Gold Mining Project)

1. Background

There are an estimated 350,000 workers involved in Artisanal and Small-Scale Gold Mining (ASGM) in 30 provinces in the Philippines, 18,000 of which are women and children. Around 2 million people depend on ASGM for their livelihood, directly or indirectly.

Operations in small scale mines are characterized by environmental destruction, use of children and unsafe and poor working conditions. A study commissioned by the ILO in 2000, estimated the number of child labourers in 45 ASGM sites to be at 18,957. They are involved in shaft sinking work; tunnelling, floating and panning; hauling; compressor mining; operating ball mills; and processing with mercury. They complain experiencing muscle pain and stiffness, back pain, skin lesions, poor appetite and sleeping disorders.

Workers in ASGM are employed informally with no contracts and no minimum wage. The occupational risks that ASGM workers are vulnerable to include: electrocution, gas poisoning, exposure to mercury, cyanide and other hazardous chemicals and accidents from explosives. Cave-ins or shaft collapses lead to injury and even death but these are not reported for fear this might lead to a crackdown on these operations.

The illegal nature of most ASGM operations in the Philippines has also deprived the government of additional revenue. Legalization of ASGM operations can generate significant benefits for the country while substantially reducing and eliminating unacceptable work practices. With legalization, the government can affect the necessary intervention and control to promote the productivity and competitiveness of the sector and facilitate the stability and sustainability of ASGM activities. Until and unless ASGM operations are legalized, the sector will always be hounded by issues of uncertainty and instability and violations of labour and other social standards.

The US Department of Labor (USDOL) is supporting the International Labour Organization (ILO) in implementing the Convening Actors to Reduce Child Labour (CL) and Improve Working Conditions (WC) in ASGM (CARING Gold Mining) project which seeks to mobilize different stakeholders to address the issues of child labour and poor working conditions in ASGM. The project, with the help of its local partner organization, will achieve the following outcomes by the end of its implementation:

- a) Enhanced laws, policies and action plans to address child labor and working conditions in ASGM are adopted, enforced and/or implemented
- b) Access of vulnerable households living in ASGM communities to relevant social protection and livelihoods programs is improved
- c) Mechanisms to increase monitoring of CL and WC in gold mining supply chains, particularly ASGM, are developed and implemented
- d) Global networks to reduce CL and improve WC in ASGM are operational

To help realize the project outcomes, the CARING-Gold Mining project will put in place and implement an overarching advocacy and communications strategy. A communication expert is needed analyse the situation and set clear communication goals and objectives that will contribute to raising awareness on the project and the ASGM; highlighting the economic potential of ASGM; countering negative public perception; mobilizing partners and strengthening partnerships in support of ASGM upgrading and formalization; disseminating good practices on child labour elimination and improvements on working conditions and advocate for social protection and livelihood support for ASGM households and communities.

The advocacy and communications strategic plan and implementation will include the development of an advocacy and communications strategic plan and set communication tools, channels and methods based on agreed communication objectives and intended audience that will improve the knowledge, attitude and practices of the project's target populations and stakeholders and build capacities of partners to be able to implement the plan.

2. Tasks of the Consultant

- a) Develop and implement an Advocacy and Communications strategic plan that includes a situational analysis, key objectives, intended audiences, messages, tools and tactics including appropriate channels and methods to reach audience, resources and measurable outcomes for the CARING Gold Mining project guided by the Project's Knowledge, Attitude and Practices (KAP) Study, Pre-Situational Analysis Study, Occupational Safety and Health (OSH) Risk Assessment and the ASGM Situation Report
- b) Guided by the Advocacy and Communications strategic plan, develop, design, pre-test and produce appropriate communication products, channels, tools and tactics to reach intended audiences based on key objectives and measurable outcome.
- c) Build the capacities of project staff, partners and beneficiaries to ensure effective implementation of the Advocacy and Communications strategic plan. Develop appropriate guidelines and templates for implementing partners to use while taking into account communication protocols of the ILO and USDOL.
- d) Conduct interviews, collect information, capture photos and videos and write project success stories and facilitate online or offline publication/dissemination, as part of a compendium of best practices that will be set by the project
- e) Design and develop storylines for multimedia products. Supervise a professional video crew and manage production to ensure delivery based on ILO guidelines and technical requirements. Take photos with appropriate caption and consent following ILO standards.
- f) Ensure adherence to ILO communication protocols especially during events, campaigns and related activities and draft, design and pre-test appropriate communication products, tactics and tools.
- g) Handle media relations, write news releases and ensure press coverage especially during key project events. Develop a media directory for the project with a list of contact details at the local level based on project areas and regions covered, and at the national level. Monitor coverage and compile a report for submission to the project.

- h) Ensure use of communication guidelines and templates developed for project partners, while guaranteeing adherence of implementation partner/s to ILO communication protocols during development of project-related communication products, tools and tactics including media engagements
- i) Liaise and work, in close coordination, with the CARING Gold Project Team and the ILO Communications Officer for project-related activities and outputs
- j) Provide support, advice and guidance to staff and partners on delivery and implementation of communication and advocacy-related activities

3. Methodology

Working closely with the CARING Gold Project Team, in coordination with the ILO Communications Officer under the guidance of the Director and the Senior Programme Officer of the ILO Country Office for the Philippines, the consultant will develop and implement a Strategic Communication and Advocacy Plan. Using ILO protocols and available researches as reference, the Consultant will conduct desk review of project documents and a situational analysis of communication needs, facilitate workshops and/or consultation meetings with project staff and partners in the process of development and implementation. The strategic plan should include a situational analysis of communication needs, key objectives, intended audiences, core message/s, tools and tactics including appropriate channels and methods to reach audience, budget and resources and measurable outcomes for implementation.

4. Expected outputs from the Consultant

The Consultant will produce, within consultancy period, the following:

- a) Development and implementation of a CARING Gold Mining project Advocacy and Communications strategic plan with a situational analysis of communication needs, key objectives, intended audiences, core message/s, tools and tactics including appropriate channels and methods to reach audience, budget and resources and measurable outcomes.
- b) Design, development, pre-test and production of the project's communication products, channels, methods, tools and tactics, based on strategy.
- c) Design, development, pre-test (as needed) and production of the project's communication products, i.e. social media posts, and related event/conference materials for the Manila Inter-Regional Conference and the ILO Centenary celebrations to be held in 2019.
- d) Management of communications-related activities at the 2019 Manila Inter-Regional Conference and the project's contributions to the ILO Centenary celebrations such as the development and/or preparation of stories, presentations, speeches, social media posts, media coverage, photos and videos and public performances.
- e) Develop storylines, write scripts and prepare storyboards for a 3-5 minute project video, short social media video, multimedia stories and related products; identify potential suppliers with at least three (3) VAT-exempt quotations for any required photo, video and multimedia production; manage selected supplier following ILO guidelines and technical requirements to ensure delivery of outputs; take high resolution photos minimum of 6 million pixels for the project with corresponding caption and consent, especially for minors; vesting all rights in the ILO including,

without any limitation, the rights to use, publish (including the Web), or distribute the photos and videos, privately or publicly.

- f) Conduct interviews, collect information, capture photos and videos and write at least six project success stories, best practices, models and/or innovations.
- g) Conduct interviews, collect information, capture photos and videos and prepare at least three write-ups for the social media and/or project-related website
- h) Conduct project-related advocacy and awareness raising activities.
- i) Compile media directory for the project at local, i.e. project covered-sites, and national levels including coverage monitoring and reporting to the project.

5. Responsibilities of ILO

ILO will organize the workshop or meeting with project team and key partners to facilitate development of the project Advocacy and Communications strategic plan. ILO will also provide the necessary documents such as the KAP survey results, OSH risk assessment study, Pre-Situational Analysis Study and ASGM Situation Report for the finalization of the strategic plan. The project's National Coordinator will provide guidance and supervision to the Consultant in the delivery of expected outputs.

6. Schedule and Reporting

The work will be done **from 20 December 2018 to 30 April 2019** in accordance with the following timeline:

Output	Activity	Timeline
<ul style="list-style-type: none"> ▪ Consultancy workplan ▪ Communications analysis report of project studies ▪ Workshop or meeting design for the development of the Advocacy and Communications strategic plan 	<ul style="list-style-type: none"> ▪ Undertake desk review of project documents listed in the assignment above 	10 days (December)
<ul style="list-style-type: none"> ▪ Workshop documentation and report ▪ CARING Gold Mining project Advocacy and Communications strategic plan with a situational analysis of communication needs, key objectives, intended audiences, core message/s, tools and tactics including appropriate channels and methods to reach audience, budget and resources and measurable outcomes 	<ul style="list-style-type: none"> ▪ Facilitate workshop or meeting with project team and partners to develop the Advocacy and Communications strategic plan ▪ Finalize the project Advocacy and Communications strategic plan ▪ Train or guide project team and implementing partners in executing the Advocacy and Communications strategic plan 	1 Month (January 2019)

<ul style="list-style-type: none"> ▪ Communications plan for the Manila Inter-Regional conference and the project's contribution for the ILO Centenary Celebrations ▪ List of potential suppliers for required photo, video and multimedia production that meets ILO requirements ▪ Local and national-level media directory for the project ▪ Documentation of advocacy and awareness raising activities ▪ Mission report for any fieldwork 	<ul style="list-style-type: none"> ▪ Liaise and coordinate with project and ILO staff for the Manila Inter-Regional Conference, the ILO Centenary Celebrations and any required fieldwork ▪ Compile media contact list at the national and local, i.e. project covered sites, levels ▪ Lead/coordinate/participate in project advocacy and awareness raising activities ▪ Conduct fieldwork as approved by the National Project Coordinator and in coordination with project partner 	
<ul style="list-style-type: none"> ▪ Communications materials/products related to child labour and working conditions in ASGM such as: <ul style="list-style-type: none"> - two success stories best practices, models and/or innovation; - one storyline, script and storyboard for multimedia production; - and one write-up for social media and other project-related website/s - other product/material/tool as identified in the strategy and agreed with the project ▪ Designed materials/products, drafted stories and coordination agreement outputs for the Manila Inter-Regional Conference and the project's contributions to the ILO Centenary celebrations 	<ul style="list-style-type: none"> ▪ Based on approved consultancy workplan, deliver 1st batch of project communications materials/products related to child labour and working conditions in ASGM ▪ Based on approved consultancy workplan, manage and deliver communications component of the Manila Inter-Regional Conference and ILO Centenary celebrations as stipulated in expected tasks and outputs ▪ Lead/coordinate/participate in project advocacy and awareness raising activities ▪ Conduct fieldwork as approved by the National Project Coordinator and in coordination with project partner 	1 Month (February 2019)

<ul style="list-style-type: none"> ▪ Identified supplier for any required photo, video and multimedia production ▪ Documentation of advocacy and awareness raising activities ▪ Media coverage monitoring report ▪ Mission report for any fieldwork 		
<ul style="list-style-type: none"> ▪ Communications materials/products related to child labour and working conditions in ASGM such as: <ul style="list-style-type: none"> - two success stories best practices, models and/or innovation; - one storyline, script and storyboard for multimedia production; - and one write-up for social media and other project-related website/s - other product/material/tool as identified in the strategy and agreed with the project ▪ Designed materials/products, drafted stories and coordination agreement outputs for the Manila Inter-Regional Conference and the project's contributions to the ILO Centenary celebrations ▪ Supplier output/draft/s for any required photo, video and multimedia production ▪ Documentation of advocacy and awareness raising activities ▪ Media coverage monitoring report ▪ Mission report for any fieldwork 	<ul style="list-style-type: none"> ▪ Based on approved consultancy workplan, deliver 2nd batch of project communications materials/products related to child labour and working conditions in ASGM ▪ Spearhead the communications component of the Manila Inter-Regional Conference in March 2019 that include handling of media, press releases, development of scripts and letters, and others, as necessary ▪ Lead/coordinate/participate in project advocacy and awareness raising activities ▪ Conduct fieldwork as approved by the National Project Coordinator and in coordination with project partner 	<p>1 month (March 2019)</p>

<ul style="list-style-type: none"> ▪ Communications materials/products related to child labour and working conditions in ASGM such as: <ul style="list-style-type: none"> - two success stories best practices, models and/or innovation; - one storyline, script and storyboard for multimedia production; - and one write-up for social media and other project-related website/s - other product/material/tool as identified in the strategy and agreed with the project ▪ Finalized materials/products and stories and coordination agreement outputs for the Manila Inter-Regional Conference and the project's contributions to the ILO Centenary celebrations ▪ Finalized photo, video and multimedia production output ▪ Documentation of advocacy and awareness raising activities ▪ Media coverage monitoring report ▪ Mission report for any fieldwork 	<ul style="list-style-type: none"> ▪ Based on approved consultancy workplan, deliver 3rd and final batch of project communications materials/products related to child labour and working conditions in ASGM ▪ Spearhead the communications component of the Manila Inter-Regional Conference in March 2019 that include handling of media, press releases, development of scripts and letters, and others, as necessary ▪ Lead/coordinate/participate in project advocacy and awareness raising activities ▪ Conduct fieldwork as approved by the National Project Coordinator and in coordination with project partner 	<p>1 month (April 2019)</p>
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7. Terms of Payment

The Consultant will be paid an all-in fee inclusive of travel expenses to project sites in the following schedule:

- a) First payment (10%) - upon submission and ILO's acceptance of a workplan that will reflect delivery of expected activities and outputs; a communications analysis report based on project studies and the Advocacy and Communications strategic planning activity design; by **11 January 2019**

- b) Second payment (10%) the successful conduct and facilitation of a workshop or meeting with project team and partners to develop the Advocacy and Communications strategic plan and upon submission and ILO's acceptance of the workshop/meeting documentation report by **25 January 2019**
- c) Third payment (20%) - upon submission and ILO's acceptance of the communications plan for the Manila Inter-Regional conference and the project's contribution for the ILO Centenary Celebrations; the list of potential suppliers for the photo, video and multimedia production that meets ILO requirements; the project's media directory; documentation report of advocacy and awareness-raising activities by and upon submission and ILO's acceptance of the final Advocacy and Communications strategic plan **8 February 2019**
- d) Fourth payment (20%) - upon submission and ILO's acceptance of specified communication products/materials related to child labour and working conditions in ASGM; communication materials, products, stories and agreed outputs for the Manila Inter-Regional Conference and the project's contributions to the ILO Centenary celebrations; photo/video/multimedia supplier agreement following ILO processes, standards and requirements; documentation report for advocacy and awareness-raising activities and media coverage monitoring report by **28 February 2019**
- e) Fifth payment (20%) - upon submission and ILO's acceptance of specified communication products/materials related to child labour and working conditions in ASGM; communication materials, products, stories and agreed outputs for the Manila Inter-Regional Conference and the project's contributions to the ILO Centenary celebrations; photo, video and multimedia production draft/s; documentation report for advocacy and awareness-raising activities and media coverage monitoring report by **31 March 2019**
- f) Sixth and final payment (20%) - upon submission and ILO's acceptance of specified communication products/materials related to child labour and working conditions in ASGM; communication materials, products, stories and agreed outputs for the Manila Inter-Regional Conference and the project's contributions to the ILO Centenary celebrations; finalized photo, video and multimedia production output/s; documentation report for advocacy and awareness-raising activities and media coverage monitoring report by **30 April 2019**

8. Qualifications

The Consultant should have a degree in Communications, Journalism or related field or equivalent combination of education, experience and training. He/she should be familiar with child labour and other labour-related issues and have a working knowledge on ASGM. Prior experience as a communications staff or consultant to international agencies and an understanding of ILO work will be an advantage. Preferably, he/she should also have the following:

- At least five years' experience of communications work relating to child labour and other labour issues
- Extensive experience in developing and executing Advocacy and Communications strategic plans
- Experience in developing communications materials and products and in working with partner organizations and multi-media production suppliers
- Experience in doing communications work for international conferences



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

The Contractor/Implementing Partner acknowledges and agrees that as the funding for the Contract/Implementation Agreement (Contract/Agreement) 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 applicable to ILO Contracts/ILO Implementation Agreements (Annex 1 of the Contract/Annex A of the Agreement):

1. **RESTRICTIONS ON USE OF FUNDING:** The Contractor/Implementing Partner undertakes that it will *not* use Government funds:
 - 1.1 For **alcoholic beverages**.
 - 1.2 For **direct cash transfers** to target beneficiaries. Participant support costs incurred in the nature of incidental items that are purchased and distributed or the issuance of vouchers may be allowable. Participant support costs that are direct costs for items incidental to providing services, including such items as uniforms, school supplies, books, provision of tuition (e.g., in the form of stipends), and transportation costs, are allowable.
 - 1.3 For **entertainment**, including amusement, diversion, and social activities and any costs directly associated with entertainment (such as tickets, meals, lodging, rentals, transportation, and gratuities). Costs of training, meetings and conferences, when the primary purpose is the dissemination of technical information, are allowable. Costs of meals, refreshments, transportation, rental of facilities and other items incidental to such meetings and conferences, are allowable. Costs related to child labour educational activities, such as street plays and theatre, are allowable.
 - 1.4 For payments to **host country governments**, or entities that are agencies of, or operated by or for host country governments, ministries, officials or political parties, that duplicate or substitute for existing government functions. Payments to host country governments not specified in the Contract/Agreement are not allowed except when the Contractor/Implementing Partner has obtained prior approval in writing.
 - 1.5 With the intent to **influence a Government official** (including any member of Congress, Congressional staff, or any Federal, state, or local official of the Government), to favour, adopt, or oppose, by vote or otherwise, any Government legislation, law, ratification, policy or appropriation, or to influence in any way the outcome of a political election in the United States, or to 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. This includes awareness raising and advocacy activities that include fund-raising or lobbying of Federal, state, or local officials of the Government. Any communications about the ILO and its programs or activities, in response to a request by any Government official, or for consideration or action on the merits of a federally-sponsored agreement or relevant regulatory matter by a Government official, will be handled in direct consultation with the ILO.
 - 1.6 For the purchase of **land**.
 - 1.7 For goods or services used for **private purposes** by the Contractor/Implementing Partner or its Personnel.¹
 - 1.8 To lobby for, promote or advocate the **legalization or regulation of prostitution** as a legitimate form of work.
 - 1.9 For **religious instruction**, worship, prayer, proselytizing or other inherently religious activities, or the purchase of religious materials. This includes matching funds.

¹ See respectively, paragraph 4.9.1 of the Terms and Conditions Applicable to ILO Contracts; paragraph 4.5.1 of the Terms and Conditions Applicable to ILO Contracts for Services (**Annex 1** of the Contract); or paragraph 2.2.1 of the Terms and Conditions Applicable to ILO Implementation Agreements (**Annex A** of the Agreement) for definition.



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- 1.10** To provide support to individuals or entities associated with **terrorism**, including groups, undertakings and entities identified on the lists 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>).
- 2.** In implementing the Contract/Agreement, the Contractor/Implementing Partner acknowledges and agrees that:
- 2.1 SELECTION OF ENTITIES:** It will use neutral, non-religious criteria that neither favour nor disfavour religion in the selection of any entities.
- 2.2 INHERENTLY RELIGIOUS ACTIVITIES:** It will separately account for any non-Government and non-matching funds, or allocable portion thereof, used for inherently religious activities. Any inherently religious activities must be clearly separated in time or physical space from activities funded by the Government. Direct beneficiaries of the project must have a clear understanding that their enrollment in a Government funded project is not conditioned on their participation in any religious activities and that any decision not to participate in any inherently religious activity will in no way impact or result in any negative consequences to their standing, participation in or receipt of benefits from a Government funded project.
- 2.3 PROGRAM INCOME:** Except as provided for in paragraph **2.4**, it will retain program income generated during the Contract/Agreement period, to be added to funds committed to the project by the Government and the ILO, and use it to further eligible project or program objectives. This does not affect program income generated after the termination or expiration of the Contract/Agreement. Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the Government. Proceeds from the sale of property are not program income and will be handled in accordance with the requirements of the Government's Property Standards contained in 29 CFR 95.30 through 95.37 (available at <http://www.ecfr.gov>).
- 2.4 LICENSE FEES AND ROYALTIES:** Unless the Government's regulations or the terms and conditions of the agreement between the ILO and the Government provide otherwise, the Contractor/Implementing Partner will have no obligation to the Government with respect to program income generated from license fees and royalties for copyrighted material, patents, patent applications, trademarks and inventions produced. However, the Government's Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made that are funded by an agreement between the ILO and the Government for an experimental, developmental, or research award. The rights to any subject invention will be consistent with 35 U.S.C. 18 (available at <http://uscode.house.gov>).
- 2.5 INTELLECTUAL PROPERTY RIGHTS:** 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. The Contractor/Implementation Partner will ensure that all outputs it produces contain the appropriate license, as described in the Terms of Reference.
- 2.6 ACKNOWLEDGMENT OF FEDERAL FUNDING:** Unless otherwise agreed upon by USDOL and the ILO, all publicly disseminated print or electronic materials prepared with Government funds must contain an acknowledgment of such funding through the following language: "Funding is provided by the United States Department of Labor under cooperative agreement number IL-XXXXX. These statements do 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. XX percentage of the



ILO TERMS AND CONDITIONS FOR USDOL FUNDED CONTRACTS

- total costs of the project or program is financed with Federal funds, for a total of XX US dollars.”
- 2.7 TITLE:** Ownership of goods and equipment purchased, in whole or in part, with funds from the Government may not be transferred to it, or any other party, without prior authorization of the Government.
- 2.8 RECORDS:** It will retain all records, including financial documents, related to or arising from the implementation of the Contract/Agreement for a period of not less than five (5) years from the termination or expiration of the Contract/Agreement. 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/Agreement or thereafter. The Contractor/Implementing Partner 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 and documents, including supporting documents for expenditures that have been incurred for the delivery of Goods, in the completion of Services or in the execution of the Work described in the Contract/Agreement. This obligation will survive the termination or expiration of the Contract/Agreement.
- 2.9 AUDIT:** It will conduct and share audit reports carried out by an independent accounting firm, if it 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).
- 2.10 GOVERNMENT ACCESS:** Nothing in paragraphs **2.8** or **2.9** above 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/Agreement or thereafter.
- 2.11 OBSERVANCE OF LOCAL LAWS AND REGULATIONS:** It and its Personnel will 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/Agreement takes place, which regulate the sector in respect of which the delivery of Goods, the completion of Services or the execution of the Work are to be provided under the Contract/Agreement, including all safety and health regulations, and that no threat is posed to the mental or physical well-being of target beneficiaries.
- 2.12 DISABILITY ACCESS:** It will ensure that all outputs it produces (e.g. documents, publications) are accessible for individuals with disabilities (Section 508 of the Rehabilitation Act, <http://www.section508.gov>).
- 2.13 TRAFFICKING IN PERSONS:** Neither it nor its employees/Personnel will during the Contract/Agreement period: (i) engage in severe forms of trafficking in persons; (ii) procure a commercial sex act; or (iii) use forced labour in the performance of the Contract/Agreement.
- 2.14 TERMINATION:** The ILO, without prejudice to any other right or remedy available under the Contract/Agreement, may unilaterally terminate the Contract/Agreement, without penalty, if the Contractor/Implementing Partner: (i) is determined to have violated paragraph **2.13** above; or, (ii) has or had any employees/Personnel who are determined by the ILO to have violated, after entering into the Contract/Agreement, paragraph **2.13** above through conduct that is either: (a) associated with performance under the Contract/Agreement; or (b) imputed to the Contractor/Implementing Partner in accordance with paragraph **4** below.
- 3. DEFINITIONS:** For purposes of paragraph **2.13** above, the following definitions apply:
- 3.1** “coercion” means: (i) threats of serious harm to or physical restraint against any person; (ii) any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or (iii) the abuse or threatened abuse of law or the legal process.
- 3.2** “commercial sex act” means any sex act on account of which anything of value is given to or received by any person.



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- 3.3** “employee” means either: (i) an individual employed by the Contractor/Implementing Partner or a funded entity and engaged in the performance of the Contract/Agreement; or (ii) another person engaged in the performance of the Contract/Agreement and not compensated by the Contractor/Implementing Partner including, but not limited to, a volunteer or individual whose services are contributed by a third-party as an in-kind contribution toward cost sharing or matching requirements.
- 3.4** “forced labour” means labour or services of a person obtained by: (i) threats of serious harm to, or physical restraint against, that person or another person; (ii) any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labour or services, that person or another person would suffer serious harm or physical restraint; or (iii) the abuse or threatened abuse of law or the legal process.
- 3.5** “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.
- 4. CONDUCT IMPUTED FROM AN INDIVIDUAL TO A CONTRACTOR/IMPLEMENTING PARTNER:**
For purposes of actions taken under paragraph **2.14** above, the ILO may impute conduct as follows:
- 4.1** The ILO may impute the fraudulent, criminal, or other improper conduct of any officer, director, shareholder, partner, employee, Personnel or other individual associated with a Contractor/Implementing Partner, to that Contractor/Implementing Partner when the improper conduct occurred in connection with the individual's performance of duties for or on behalf of that Contractor/Implementing Partner, or with the Contractor/Implementing Partner's knowledge, approval or acquiescence. The Contractor/Implementing Partner's acceptance of the benefits derived from the conduct is evidence of knowledge, approval or acquiescence.
- 4.2** Only if the record supports a conclusion that the Contractor/Implementing Partner shares in the individual's culpability, or blameworthiness, for the conduct, the misconduct of an individual associated with that Contractor/Implementing Partner may be imputed to the Contractor/Implementing Partner as described in paragraph **4.1** above. There may be circumstances in which a given activity is not illegal from a criminal standpoint, but is restricted or prohibited by the terms of the Contract/Agreement. In those circumstances, the degree of the Contractor/Implementing Partner's knowledge of the individual's conduct, and the extent of the Contractor/Implementing Partner's control over that conduct, is relevant to the determination by the ILO.
- 5.** The Contractor/Implementing Partner acknowledges and agrees that it will comply with all applicable provisions of the Government's Federal laws, executive orders, regulations and policies that govern the use of the Government's funds, now or in the future, including:

*** For receipt and expenditure of federal financial assistance inside and/or outside of the United States:**

29 CFR Part 2 Subpart D - Equal Treatment in Department of Labor Programs for Religious Organizations; Protection of Religious Liberty of Department of Labor Social Service Providers and Beneficiaries;

29 CFR Part 93 - New Restrictions on Lobbying;

29 CFR Part 95 and the provisions of Annex A (OMB Circular A-110) - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and with Commercial Organizations, Foreign Governments, Organizations Under the Jurisdiction of Foreign Governments and International Organizations;



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2 CFR Part 200.400-475.1 - Cost Principles;

49 U.S.C. 40118 - Government-Financed Air Transportation (commonly known as Fly America Act);

P.L. 114-113, Division E, Title VII, Section 739 - Funding for Travel to and from Meetings with an Executive Branch Agency;

P.L. 114-113, Division E, Title VII, Section 743 - Reporting of Waste, Fraud and Abuse;

P.L. 114-113, Division H, Title I, Section 103 - Prohibition on Procuring Goods Obtained Through Child Labor;

P.L. 114-113, Division H, Title V, Sections 506 and 507 - Restriction on Health Benefits Coverage for Abortions;

P.L. 114-113, Division H, Title V, Section 521 - Requirement for Blocking Pornography.

*** For receipt and expenditure of federal financial assistance inside of the United States:**

29 CFR Part 31 - Non-discrimination in Federally Assisted Programs of the Department of Labour – Effectuation of Title VI of the Civil Rights Act of 1964;

29 CFR Part 32 - Non-discrimination on the Basis of Handicap In Programs and Activities Receiving or Benefiting from Federal Financial Assistance;

29 CFR Part 33 - Enforcement of Non-discrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Labor;

29 CFR Part 35 - Non-discrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from the Department of Labor;

29 CFR Part 36 - Federal Standards for Non-discrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance;

29 CFR Part 94 - Federal Standards for Government-wide Requirements for Drug-Free Workplace (Federal Assistance);

29 CFR Part 96 (OMB Circular A-133) - Federal Standards for Audit of Federally Funded Grants, Contracts and Agreements;

29 CFR Part 99 (OMB Circular A-133) - Federal Standards for Audits of States, Local Governments, and Non-Profit Organizations;

2 CFR Part 170, Appendix A - Federal Funding Accountability and Transparency Act, Pub. L. 109-282;

41 U.S.C. 83 – Buy American (commonly known as Buy American Act);

P.L. 114-113, Division H, Title V, Section 509 - Restriction on the Promotion of Drug Legalization;



International Labour Office

ILO TERMS AND CONDITIONS FOR USDOL FUNDED CONTRACTS

P.L. 114-113, Division H, Title V, Section 520 - Restriction on Purchase of Sterile Needles or Syringes.

By signing below, the Contractor/Implementing Partner warrants that: (i) it has obtained a Data Universal Numbering System (DUNS) number; (ii) it is registered in the System for Award Management (SAM) (www.sam.gov); (iii) it is not subject to any sanction or temporary suspension imposed by the Government (www.sam.gov) and will immediately inform the ILO of any change to its status; (iv) the Contract/Agreement has not been made contingent upon it agreeing to provide matching funds; and (v) it will comply with the terms and conditions applicable to the Contract/Agreement.

The Contractor/Implementing Partner further warrants that the terms of any subcontract will be subject to and be in conformity with the provisions of the Contract/Agreement, including this Annex.

If the Contractor/Implementing Partner fails to comply with any provision of the Contract/Agreement or of this Annex, it 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 Contractor/Implementing Partner.

[Name, Position]

[Date]

[Address]

*Headings are for indicative purposes only and do not relieve the Contractor/Implementing Partner from any liability.