



International Labour Office
Bureau international du Travail
Oficina Internacional del Trabajo

Route des Morillons 4
CH-1211 Genève 22

International Labour Office
Bureau international du Travail
Oficina Internacional del Trabajo

Tél. direct:
Fax direct:
E-mail:

Réf.:

Votre réf.: **TAP 38-4**

Mr. Rod Hilton
Acting First Assistant Director General
International Policy and Partnerships
Division
AUSAID
GPO Box 887
Canberra ACT 2601
Australia

*(Advance copy:
chris.chung@ausaid.gov.au;
lauren.phillips@ausaid.gov.au;
david.garner@dfat.gov.au)*

12 DEC 2012

Dear Mr. Hilton,

Amendment one to Australian Government-ILO Partnership Agreement (2010-2015)

I have pleasure in submitting two signed original documents for amendment one to the Australian Government-ILO Partnership Agreement (2010-2015). Kindly return a counter-signed original to the ILO. We look forward to working together on the second phase of the partnership agreement.

May I take this opportunity to express our appreciation for the Government of Australia's continuing support to the ILO's technical cooperation programme.

Yours sincerely,

Jürgen Schwettmann
Director

Department of Partnerships and Development Cooperation

**EXCHANGE OF LETTERS
BETWEEN THE AUSTRALIAN GOVERNMENT AND
THE INTERNATIONAL LABOUR ORGANIZATION**

**AMENDMENT ONE TO
AUSTRALIAN GOVERNMENT – INTERNATIONAL LABOUR ORGANIZATION
PARTNERSHIP AGREEMENT (2010-2015)**

1. On 19 April 2010 the Australian Government and the International Labour Organization (“the Parties”) entered into the Australian Government – International Labour Organization Partnership Agreement (2010-2015) (“the Partnership Agreement”).
2. The Parties have now agreed to amend the Partnership Agreement, in accordance with Article 4.1 in Appendix B of the Partnership Agreement, as set out below:

<p>1. Introduction (page 2), add in new sub-paragraphs 1.1 and 1.2 as follows:</p>	<p>1.1 GENERAL In this Partnership Agreement, including the recitals, unless the context otherwise requires:</p> <ol style="list-style-type: none"> a) obligations of the Australian Government must be interpreted as needing to be performed by both AusAID and DEEWR; b) obligations on AusAID must be interpreted as needing to be performed by AusAID alone; c) obligations on DEEWR must be interpreted as needing to be performed by DEEWR alone. <p>1.2 PARTIES TO THE PARTNERSHIP AGREEMENT The parties to this Partnership Agreement are the Australian Government and the International Labour Organisation. In this Partnership Agreement:</p> <ol style="list-style-type: none"> a) the Australian Government is represented by the Australian Agency for International Development (AusAID) and the Department of Education, Employment and Workplace Relations (DEEWR) together and separately as stipulated in relevant clauses. b) the International Labour Organisation is represented by the International Labour Office. <p>Where the Partnership Agreement stipulates the Australian Government, and does not stipulate either Australian Government department, the intent of the clause should be read as applicable to both AusAID and DEEWR.</p>
<p>Appendix B, insert new paragraph 8, Anti-corruption, as</p>	<p>8. ANTI-CORRUPTION The Australian Government and ILO are committed to</p>

<p>follows:</p>	<p>preventing and detecting corruption and bribery. The ILO is committed to respecting the highest standard of conduct and integrity and requires its Staff members, consultants and implementing partners not make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this agreement or any arrangement of provision of funds in relation to its operations. The Australian Government (as represented by AusAID) will be promptly informed by the ILO of any suspected or detected corruption or bribery affecting programs funded by the Australian Government and actions taken by the ILO in response in accordance with ILOs regulations, rules, directives, policies and procedures. The Australian Government (through AusAID) undertakes to treat all such information as strictly confidential.</p>
<p>Appendix B, insert new paragraph 9, Fraud, as follows:</p>	<p>9. FRAUD</p> <p>The ILO and its employees, consultants and implementing partners will not engage in any Fraudulent Activity.</p> <p>If the ILO becomes aware of any detected, suspected or attempted Fraudulent Activity involving any activities funded in whole or in part with a contribution made under this agreement the ILO will promptly report it to the Australian Government (as represented by AusAID) through the Office of the ILO Treasurer and Financial Comptroller. The ILO will investigate the alleged Fraud and take actions in accordance with its regulations, rules, directives, policies and procedures. The Australian Government (through AusAID) undertakes to treat all such information as strictly confidential.</p> <p>The ILO bears primary responsibility for preventing and detecting fraudulent use of funds contributed under this Partnership, in accordance with ILOs regulations, rules, directives, policies and procedures. Following the conclusion of any investigation which identifies Fraudulent Activity, the ILO will:</p> <ul style="list-style-type: none"> a) use its best efforts to recover any part of the contribution the subject of fraudulent activity, in accordance with ILOs procedures, policies, privileges and immunities under international law, including by referring the matter to appropriate relevant (governmental, police or other) authorities; b) following recovery of any part of the Contribution misappropriated through fraudulent activities, ILO will,

	<p>in consultation with the Australian Government (as represented by AusAID), reimburse the recovered amount or credit it to a mutually agreed activity; and,</p> <p>c) provide the Australian Government (as represented by AusAID) with regular updates, no greater than 3 months, regarding the status of actions undertaken with respect to the Fraudulent Activity.</p> <p>The obligations of the ILO under (a) to (c) above will survive the termination or expiration of this agreement.</p> <p>For the purposes of this paragraph headed “Fraud”: “Fraudulent Activity”, “Fraud” or “Fraudulent” means dishonestly obtaining a benefit by deception or other means.</p>
<p>Appendix B, insert new paragraph 10, Child Protection, as follows:</p>	<p>10. CHILD PROTECTION</p> <p>The ILO will not engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, as well as in its Conventions relating to child labour. The ILO is committed to protecting children from abuse of all kinds in the delivery of aid activities.</p>
<p>Appendix B, insert new paragraph 11, Transparency, as follows:</p>	<p>11. TRANSPARENCY</p> <p>The Australian Government (as represented by AusAID) and the ILO are committed to principles of transparency consistent with AusAID’s Transparency Charter and ILO Accountability Framework. AusAID and ILO will apply these principles of transparency to information relating to Australia funding of ILO’s program of assistance. AusAID will periodically publish detailed information about work under the agreement on the AusAID website. This will include information about ILO’s policies, plans, processes, the results of the ILO aid activities and our evaluations of ILO’s performance. AusAID and ILO will consult prior to publication or release of information regarded as sensitive (for example, fraud or corruption matters).</p>
<p>Appendix B, insert new paragraph 12, Branding, as follows:</p>	<p>12. BRANDING</p> <p>Wherever Australia provides financial, and/or policy and practical support for activities led by ILO, that support will receive substantial recognition in all associated ILO documents and publications, both hardcopy and electronic, media, speeches and other announcements. This includes concept papers, media releases, speeches, brochures and publicity materials, signs, web pages and formal</p>

	correspondence, including and especially with the partner country concerned.
Appendix B, insert new paragraph 13, Notices, as follows:	<p>13. NOTICES</p> <p>A notice required or permitted to be given by one Party to another under this Partnership Agreement must be in writing and is treated as having been duly given and received:</p> <ul style="list-style-type: none"> a) when delivered (if left at that Party's address); b) on the third Business Day after posting (if sent by pre-paid mail); or c) on the Business Day of transmission (if given by email or facsimile and sent to the facsimile receiver number of that Party and no intimation having been received that the notice had not been received, whether that intimation comes from that Party or from the operation of facsimile machinery or otherwise). <p>For the purposes of this clause, the address of a Party is the address set out below or another address of which that Party may from time to time give notice in writing to each other Party:</p> <p>AusAID To: Assistant Director General, Multilateral and Donor Partnerships Branch</p> <p>Fraud or corruption matters to be notified to: Assistant Director General, Risk Management and Fraud Control Branch</p> <p>Street address: 255 London Circuit Canberra ACT 2601 Australia</p> <p>Postal address: GPO Box 887 Canberra ACT 2601 Australia</p> <p>Facsimile: +61 2 6178 4880</p> <p>DEEWR To: Branch Manager, Balanced Work and International Labour Branch</p>

	<p>Street address: 50 Marcus Clarke St Canberra ACT 2601</p> <p>Postal address: GPO Box 9880 Canberra ACT 2601 Australia</p> <p>ILO To: Director Department of Partnerships and Development Cooperation</p> <p>4, route des Morillons CH-1211 Geneva Switzerland</p>
<p>Re-number following existing paragraphs as:</p>	<p>14. PRIVILEGES AND IMMUNITIES 15. APPLICATION OF ILO'S LEGAL PROVISIONS 16. DURATION 17. ENTRY INTO FORCE</p>

3. The amendments described above will take effect on the Partnership Agreement, and all sub-agreements, when this document is signed by the Parties.
4. All other paragraphs and attachments to the Partnership Agreement remain unchanged and in full force.

Accepted on behalf of
International Labour Organization



Jürgen Schwettmann
Director, Department of Partnerships
and Development Cooperation

Accepted on behalf of the Government of
Australia



Rod Hilton
Acting First Assistant Director General,
International Policy and Partnerships
Division
FMA s.32b Delegate

Date:

12/12/12

Date:

3/1/13

