

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

THE INTERNATIONAL TRAINING CENTRE OF THE INTERNATIONAL  
LABOUR ORGANIZATION (ITCILO)

AND

THE FEDERATION OF INTERNATIONAL CIVIL SERVANTS'  
ASSOCIATIONS (FICSA)

Date 22 January 2020



The International Training Centre of the International Labour Organization (ITCILO) and THE FEDERATION OF INTERNATIONAL CIVIL SERVANTS' ASSOCIATIONS (FICSA), referred to as the Parties.

CONSIDERING that the ITCILO's mission is to provide training and related services that develop human resources and institutional capabilities which contribute to achieving the ILO's goal of decent work for women and men.

CONSIDERING that FICSA's mission is to promote amongst its Member staff associations/unions the exchange of information, the co-ordination of Members' activities and to defend the interests of international civil servants as well as the independence of the international civil service,

CONSCIOUS of the need for closer cooperation between ITCILO and FICSA in matters of common interest, and desirous of further enhancing and strengthening such cooperation,

HAVE AGREED AS FOLLOWS:

## ARTICLE I

### AREAS OF TECHNICAL CO-OPERATION

1. All FICSA members will be eligible for a 10% discount on tuition costs of the standard courses published in the 2020 ITCILO Course Catalogue.
  - This discount is not applicable for the master's degree programme organized by the ITCILO.
  - ITCILO staff who are members of FICSA are not covered by this MOU as internal arrangements apply.

2. FICSA members who wish to enrol for a training activity and benefit from the 10% discount will be required to provide proof of their FICSA membership to ITCILO at the time of registration.
3. FICSA members shall send documentation showing FICSA membership (Official letter from the relevant staff associations/unions will be considered sufficient) upon application to the selected courses.
4. FICSA commits to informing its members of this agreement through the most relevant ways of communication of this agreement.

## **ARTICLE II**

### **IMPLEMENTATION of the MOU**

1. This MoU shall not legally oblige the Parties to provide support for any particular project, activity or product.
2. ITCILO and FICSA shall nominate a focal point responsible for liaising with the other Party. These focal points will be responsible for operationalizing this Memorandum of Understanding, among other tasks.
3. The ITCILO and the FICSA through the Focal Points, shall consult each other regularly on matters relating to this MoU.
4. The Focal Points of the two Parties shall take appropriate measures to ensure effective and close cooperation and liaison between their administrations and field representations when applicable provided the terms stipulated in the present MOU remain unaltered

## **ARTICLE III**

### **CONFIDENTIALITY**

1. All information labelled as Confidential directly provided by one Party to the other in connection with this MoU is to be treated as strictly confidential. No such information shall be communicated to any third party without the prior written approval of the concerned party. The obligations under this Article shall survive the expiration or termination of this MoU.

#### **ARTICLE IV**

##### **INTELLECTUAL PROPERTY**

1. All intellectual property rights, including patents, copyrights, designs and trademarks, in any material created for the purposes of or as a result of the implementation of this MOU shall be exclusively vested in ITCILO.

#### **ARTICLE V**

##### **PRIVILEGES AND IMMUNITIES**

2. ITCILO enjoys privileges and immunities under international law. Nothing in this MoU shall constitute a waiver -expressed or implied – of any of these privileges and immunities.

#### **ARTICLE VI**

##### **DISPUTE RESOLUTION**

1. Any dispute, controversy or claim arising out of or in relation to this MoU, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL arbitration rules. The arbitral award will be final and binding.

## ARTICLE VII

### ENTRY INTO FORCE, AMENDMENTS AND DURATION

1. This MoU shall enter into force on the date of its signature by the duly authorized representatives of the two Parties and shall remain in force until 31 December 2020. Upon its entry into force, both Parties will publicize it among their field and headquarters personnel.
2. This MoU may be amended by mutual consent of the Parties. The proposed amendment should be made in writing to the other Party and shall enter into force from the date the last of the two Parties signs it.
3. Either of the Parties may terminate this MoU by giving six months' written notice to the other Party. The expiration or termination of this MOU shall not affect the orderly and timely participation of already enrolled FICSA members in ITCILO 2020 open courses on the date the termination notice is communicated by one Party to the other.

IN WITNESS WHEREOF, the undersigned representatives of the International Training Centre of the International Labour Organisation and of FICSA have signed the present Memorandum of Understanding.

Signed in duplicate in English this (day) of at Turin, Italy.

For the International Training Centre  
of the International Labour  
Organization:

Andreas Klemmer  
Director of Training

For FICSA :

Brett Fitzgerald, President



