



MEMORANDUM OF UNDERSTANDING

between the

V.V. GIRI NATIONAL LABOUR INSTITUTE, NOIDA, INDIA

and the

INTERNATIONAL TRAINING CENTRE of the
INTERNATIONAL LABOUR ORGANIZATION, TURIN, ITALY

Whereas, the mandates of the V.V. Giri National Labour Institute (VVGNI) and the International Training Centre of the International Labour Organization, Turin (ITCILO), *inter alia*, include undertaking training and education activities to promote decent work in the world of work;

Considering the enriched collaboration between the parties in the framework of the Memorandum of Understanding signed in 2012;

Whereas both Institutions acknowledge the importance of developing other collaborative activities in the next five years.

"Now, therefore, VVGNI, India and ITCILO hereinafter referred to as 'the Parties' after having considered the matter have decided and agreed as follows:"

I. PURPOSE

- 1.1 The purpose of this MoU is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common interest.
- 1.2 The parties agree that their mutual goal is to collaborate in training and education that result in upgrading of the technical capacities as well as field level country-specific understanding of the labour and employment profile.

1.3 The parties will work together in areas of mutual interest for activities *inter alia* related to:

(1) organizing joint training and education programmes; (2) developing training modules; (3) faculty exchange; as well as all other areas providing opportunities for future joint efforts by VVGNNI and ITCILO. Additional areas of collaboration may be identified during the period of implementation of this MoU by mutual concurrence of the Parties.

With this stated goal, the Parties identify the following long-term joint objectives of the MoU:

1. TRAINING AND LEARNING SERVICES

- Conducting joint training programmes on training methodologies and techniques if relevant for the parties, including the development of e-campus;
- Developing new training modules for different social partners;
- Organizing customized training programmes in different themes (i.e. employment policy, social protection, gender mainstreaming, etc);
- Undertaking evaluation of training methodologies;
- Exchanging of good practices in training programmes, particularly in the context of labour administration;
- Assisting each other in the delivery and facilitation of the training modules and organizing study visits;
- Exchanging of trainers wherever necessary for the parties for sharing of knowledge and information;
- Making use of respective training premises for collaborative programmes;

2. PARTNERSHIP IN PROJECTS

- Collaborating in the preparation of joint project proposals to be submitted to national or regional authorities and other entities in India.

3. OTHER OPPORTUNITIES

- Providing training and learning opportunities to experts and practitioners individually sponsored by VVGNNLI or ITCILO.

The Parties to this MoU hereby acknowledge their agreement in principle to the above-mentioned framework and the areas of cooperation. This MoU does not constitute any obligation on behalf of either the VVGNNLI or the ITCILO to provide support of any kind for any individual project, activity or product. Each Party will bear its own cost when implementing this MOU.

II. PARTIES

Each organization's contribution pursuant to this MoU will be acknowledged as appropriate in all joint activities including training activities, training and education materials, press releases, etc.

III. RESPONSIBILITIES OF THE PARTIES

Both parties agree:

- A. To meet as and when required and possible, preferably to review progress under this MoU and to update the joint plans for meeting its objectives. VVGNNI and ITCILO will alternately take the lead in convening these meetings and will involve the appropriate parties across both organizations.
- B. To share the relevant products, information, and tools that are needed to disseminate the concept of decent work, subject to the condition that the national interests of both the parties are duly protected.

IV. IMPLEMENTATION OF THE MoU

- 4.1 All commitments made in this MoU are subject to the availability of appropriated funds and according to each organization's budget priorities. This partnership has to be mutually beneficial to the interests and mandates of both Parties.
- 4.2 In order to implement the specific activities mutually agreed upon by both Parties, the Parties shall conclude subsidiary agreements, on a case -by -case basis which shall specify among other things, the terms of reference and/or project documents and the costs and the funding arrangements relating to the activity and how they are to be borne by the Parties.
- 4.3 It is understood that all activities will be carried out on the basis of terms of reference and/or project documents agreed between VVGNNI and ITCILO, and in accordance with the applicable VVGNNI and ITCILO regulations, rules and directives.
- 4.4 The costs of public relations activities relating to the partnership, that are not otherwise addressed by a specific subsidiary agreement concluded hereunder, will be the responsibility of the Party undertaking said activities.
- 4.5 Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MoU and under subsidiary agreements concluded hereunder.
- 4.6 Each Party shall be responsible for its acts and omissions in connection with this MoU and its implementation.
- 4.7 Any information which compromises India's national interest as well as the ITCILO institutional mandate shall not be disclosed anywhere at any point of time.

V. INTELLECTUAL PROPERTY RIGHTS

- 5.1 VVGNNLI and ITCILO shall share all intellectual property and other proprietary rights with regard to products, processes, inventions, ideas, know-how, or documents and other materials that may be jointly developed under and further to this MoU or any subsidiary agreement thereto. Developing the above should not infringe upon the national interests of both the parties.
- 5.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of each Party: (i) that pre-existed the performance of each Party obligations under the MoU or any subsidiary agreement thereto, or (ii) that each Party may develop or acquire independently of the performance of its obligations under the MoU, the other Party shall not claim any ownership interest thereto.

VI. USE OF THE NAME AND THE EMBLEM

Neither Party shall use the name, emblem or trademarks of the other party, or any of its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case. In no event will authorization to use the VVGNNLI or the ITCILO name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by VVGNNLI of ITCILO services and vice versa.

VII. TERMINATION

- 7.1. Either party may terminate this MoU by providing 60 days' written notice to the other party.
- 7.2 In the event of termination of the MoU, any subsidiary agreements still in force concluded pursuant to this MoU shall remain in force, unless stipulated otherwise in the subsidiary agreements in which case the subsidiary agreements shall be terminated in accordance with the termination provisions contained in such agreements. In any case, the Parties shall take all the necessary steps to ensure that the activities and tasks carried out under the MoU and/or any subsidiary agreement still in force, are brought to a prompt and orderly conclusion.

VIII. AUTHORIZED REPRESENTATIVES

Each Party may appoint representative(s) authorized to represent that Party for implementation of this MoU. Each Party should notify the other Party, in writing, of changes in its authorized representatives.

ITCILO: Ms Jeannette Shalabi, Chief, Partnerships and Programme Development, International Training Centre of the ILO, Viale Maestri del Lavoro, 10 - 10127, Turin, Italy.

VVGNI: Dr. Ellina Samantroy Fellow and Co-ordinator, International Networking with ITCILO, V.V Giri National Labour Institute, Noida.

IX. SETTLEMENT OF DISPUTES

9. Any dispute between the Parties arising out of the interpretation or implementation of this MoU shall be settled amicably through consultation or negotiation between the Parties.

X. IMMUNITIES AND PRIVILEGES

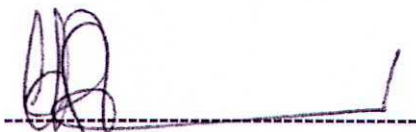
Nothing in this MoU, or relating thereto, shall be construed as constituting a waiver of the privileges and immunities enjoyed by the ITCILO as a specialized agency of the United Nations Organization in the framework of the Convention on the Privileges and Immunities of the Specialized Agencies (1947) and Annex-1 thereof relating to the ILO.

XI. ENTRY INTO FORCE, DURATION AND AMENDMENT

- 11.1 The MoU will be effective when signed by both parties and shall remain in force for a period of five years. The MoU may be renewed for a period of five years by mutual written consent of both the parties.
- 11.2 The MoU may be amended at any time by the mutual written consent of the parties. The amended agreement shall enter into force on the date the last of the two Parties signs it.

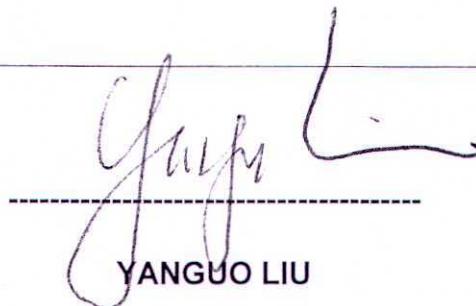
IN WITNESS WHEREOF: the authorized representatives of the Parties being duly authorized to do so, have signed this MOU.

Done in Turin, Italy on this 28 day of the month of November in the year 2018, in the English language.



H. SRINIVAS

For and on behalf of the
V.V.GIRI National Labour Institute,
Noida, India



YANGUO LIU

For and on behalf of the
International Training Centre of the
International Labour Organization

