



MEMORANDUM OF UNDERSTANDING

between

The World Organization of the Scout Movement (hereinafter WOSM)

and

The International Labour Organization - International Programme on the Elimination of Child Labour (hereinafter ILO-IPEC)

Introduction

This Memorandum of Understanding is agreed between WOSM and ILO-IPEC in relation to cooperation in the activities both partners pursue to raise awareness within society through children and youth on issues of social justice, human rights and in particular, on child labour. This Memorandum of Understanding further seeks to promote effective cooperation in IPEC project countries and beyond for Scouts to contribute directly in complementary ways to the elimination of child labour through Scout activities, in particular through outreach programmes to children at risk and/or with particular needs. Cooperation under this Memorandum will promote joint activities to equip young people with the knowledge to understand the implications of globalization and to value responsibility, respect, and commitment. It will contribute to the further development of a community-based worldwide network so as to foster understanding of the causes and consequences of child labour and to enhance the visibility of related social and global problems and possible solutions to child labour.

The Parties

The **World Organization of the Scout Movement** is a voluntary non-political non-profit educational movement for young people through its members, the National Scout Organizations (NSOs). WOSM's strategic areas of action and broad areas of work encompass young people, adults, and Scout structures and systems. Today there are over 30 million Scouts, around the world in over 200 countries and territories, dedicated to the education of children and young people, and community service. WOSM's purpose is to contribute to the global development of young people as individuals but also as responsible citizens and as members of their local, national and international communities. This happens through a value system based on the 'Scout Promise and Law' to help build a better world where people are self-fulfilled as individuals and play a constructive role in society. To further these goals, programmes such as the 'Scouts of the World Award' have been launched, which help young people to gain knowledge, skills and motivation to take an active part in bringing about social change at local, national and international levels in order to create a more open, just and peaceful society.

The World Organization of the Scout Movement represents and warrants that nothing in its governance or operational activities, or those of its affiliates, is inconsistent with the ILO's values or respect for the ILO's constitutional mandate and principles or with internationally-recognized principles concerning human rights, the environment and anti corruption.

The **International Labour Organization** is the UN specialized agency which seeks the promotion of social justice and decent work for all. The ILO formulates international labour standards in the form of Conventions and Recommendations, setting minimum international standards including on fundamental human rights at work - freedom of association and collective bargaining and the elimination of forced and compulsory labour, child labour, and of discrimination in the workplace - and other standards regulating conditions across the spectrum of work related issues. The International Programme on the Elimination of Child Labour aims to support the progressive elimination of child labour by strengthening national capacities to address child labour and creating a worldwide movement to combat it. ILO-IPEC's sustainable and comprehensive approach presupposes coalition building and reinforced networks among the various partners. For that purpose, it seeks cooperation with its tripartite constituents – governments and employers' and workers' organizations – and with UN agencies, CBOs and NGOs, the media, academic institutions and the artistic community. ILO-IPEC's mandate, policy and action on child labour are grounded in the legal instruments aiming at the elimination of child labour, in particular ILO Convention No. 138 on minimum age for entry into work and employment and ILO Convention No. 182 on the worst forms of child labour (WFCL). The 2010 Hague Global Child Labour Conference, and its outcome "Roadmap" highlighted the urgency to take action against WFCL in order to achieve the target set by the international community for eliminating WFCL by 2016. The ILO Governing Body adopted the 2010 Global Action Plan in November 2010, taking into account the Hague Conference Roadmap.¹

SCREAM - Supporting Children's Rights through Education, the Arts and the Media - is an ILO-IPEC educational and social mobilization tool. It is based on the premise that young people have a key role to play in ensuring that fundamental human rights –including their own - are respected worldwide and that realisation of those rights is an essential element of social justice for a fair globalisation. To increase awareness about its holistic approach, integrating targeted action against child labour with the promotion of decent work and education policies that can challenge the root causes of child labour, and to promote exchange of learning and good practice in joint efforts for the progressive elimination of child labour, ILO-IPEC established the 12 to 12 Partnership Initiative. The Initiative aims to create a community-based worldwide network and to foster joint plans of action within the UN system, with the ILO social partners and civil society, i.e. NGOs, the media, academic institutions, and the artistic community. Joint activities are to be initiated and carried out on and between each annual WDACL on 12 June – hence 12 to 12.

As provided for in the Constitution of the International Labour Organisation and the Convention on the Privileges and Immunities of the Specialized Agencies, the ILO has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes. Nothing contained in or relating to this Agreement will be construed to create a legal partnership, a joint venture, employment or agency relationship between the Parties, and the officials, representatives, employees, or subcontractors of either Party will not be considered in any respect as being the employees or agents of the other Party. Collaboration under this Agreement does not imply access to or influence on the governance of decision making structures of either Party and in particular, in the case of the ILO, on the Organization's policy making, standard-setting or supervisory systems.

Purpose of Cooperation

The Parties intend to cooperate towards the achievement of the following results:

- (1) Creation of a worldwide community-based network dedicated to children and youth participation and empowerment, using the SCREAM as a methodology for education on rights of the child and action;
- (2) Activities carried out related to the elimination of child labour through implementing SCREAM and enhancing the WOSM and ILO-IPEC partnership at national and local levels;

¹ <http://www.ilo.org/ipecinfo/product/viewProduct.do?productId=10992>

- (3) Establishment of local, regional and global networks to promote mutual benefit in their respective relevant programmes and to support peer-to-peer education;
- (4) Visibility of joint activities;
- (5) Joint support to national efforts in support of the MDGs, in particular MDG 2 – the achievement of universal primary education – and of universal quality basic education up to the minimum age for work, and the post 2015 global development agenda;

General Area of Cooperation

The Parties agree to collaborate within the framework of their respective mandates in projects related to the education on rights of the child and elimination of child labour. The partners recognize the importance of empowering children and youth to become responsible citizens. They encourage peer-to-peer initiatives and promote child and youth participation in decision-making processes. Joint initiatives will include youth and children, also child labourers, in least developed, developing, emerging economy and industrialized countries. WOSM and ILO-IPEC will not bear any financial costs arising from the implementation of this MoU. However, financial resource in part or in full will be shared, provided there is a need for a joint project and necessary funding has been secured. This provision would be implemented only after satisfactory correspondence with the parties involved and mutually agreed written consent is secured for each such initiative.

Any activities carried out by the ILO under this Agreement will be implemented in accordance with ILO regulations, rules and procedures and will be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of ILO.

WOSM will, in particular,

- (1) Encourage Scouting at all levels to reach out to young people and children in especially difficult circumstances;
- (2) Encourage its members to actively participate in ILO-IPEC activities around the year and in particular leading to each WDAFL at all levels (locally, regionally and globally);
- (3) Include information on joint activities on its website and when appropriate in its publications;
- (4) Invite ILO-IPEC representatives, where appropriate, to participate in Scout events (such as regional and world seminars, conferences and the Global Development Village in Scout Jamborees and Scout Moots) on issues related to the education of rights of the child and child labour;
- (5) Support the use of ILO-IPEC materials in Scouting events at national and international level and promote the involvement of young people, particularly adolescents and young adults, in working for social justice and sustainable development;
- (6) Encourage NSOs to include children's and human rights education within their Youth Programme and to use the SCREAM Education Pack and Special Module on HIV, AIDS and Child Labour as a programme/activity resource (and further SCREAM special modules as they are developed);
- (7) Support the “12 to 12” Partnership initiatives and encourage NSOs to use the 12 to 12 Portal to share information, news, photos, resources and success stories on their action against Child Labour;
- (8) Support the dissemination of ILO-IPEC information and material through its communication channels and web-site and facilitate contact between ILO-IPEC offices and NSOs;

- (9) Collaborate with ILO/IPEC to jointly secure funding and resources and provide technical inputs to explore the development of a new SCREAM Special Module dealing with child protection and child labour in alignment with WOSM's initiatives on "Keeping children safe from harm".
- (10) Explore new joint initiatives (WOSM-ILO/IPEC) to further promote the respective aims and missions of the two organisations

ILO-IPEC will, in particular,

- (1) Invite WOSM and their members, as appropriate, to participate, locally, regionally and globally, with other partners in ILO-IPEC activities;
- (2) Support the mainstreaming of child labour and the methodology of the educational tool produced by ILO-IPEC - "Supporting Children's Rights through Education, the Arts and the Media" (SCREAM) - in the Scout educational programme by providing guidance, materials, and, where possible, training;
- (3) Include on the ILO-IPEC website, the 12to12 Portal and in other relevant publications, relevant activities of WOSM or any of its members;
- (4) Invite WOSM and their members to promote use of the SCREAM Special Module on HIV and AIDS and child labour and the SCREAM Special Module on child labour and armed conflict (and further SCREAM special modules as they are developed);
- (5) Supply WOSM, in addition to the unlimited access to the SCREAM Education Pack on the ILO-IPEC website and printed hard copies, with a limited number of it in some of the 20 languages;²
- (6) Act as a liaison office between ILO-IPEC National Programme Managers (NPMs), Chief Technical Advisers (CTAs) and Child Labour Specialists and Scouts to facilitate contact and joint action in the field;
- (7) Recognise that, where appropriate, Scouting is globally advocating and supporting children's rights and is working in strategic partnership with ILO-IPEC for the progressive elimination of child labour.
- (8) Participate in large Scout gatherings such as the World Scout Jamborees and World Scout Moots, especially in the running of workshops and interactive stands at the Global Development Villages of these events to sensitise participating Scouts on the subjects of ILO/IPECs work.
- (9) Collaborate with WOSM to jointly secure funding and resources and provide technical inputs to explore the development of a new SCREAM Special Module dealing with child protection and child labour in alignment with WOSM's initiatives on "Keeping children safe from harm".
- (10) Explore new joint initiatives (WOSM-ILO/IPEC) to further promote the respective aims and missions of the two organisations

Implementation

- (1) The implementation of this Memorandum of Understanding will be carried out through:
 - (a) The appointment of coordinators from each Party to implement this Memorandum who will hold the overall responsibility for it;

² This will be agreed upon in the annual planning meeting.

- (b) The development of arrangements relating to specific activities through an annual planning meeting to be held at the beginning of each year for the core activities and for future common projects;
- (2) The involvement of ILO-IPEC officials in WOSM education activities will be accomplished through the establishment of direct contacts between WOSM and the ILO-IPEC field offices. ILO-IPEC will facilitate those contacts through its coordinator.

Miscellaneous

- Acknowledgment and publicity

The ILO will publicly report all contributions made in the framework of this Agreement in accordance with its rules and regulations.

The WOSM may refer to its collaboration with the ILO in its internal documents and will seek and receive the written clearance of the ILO in advance of any other publicity relating to collaboration with the ILO which is not already identified in this Agreement.

In all cases of acknowledgment and publicity of their collaboration, the Parties will use neutral language that accurately reflects the actual contribution of each Party. Terms such as “with the assistance of”, “in collaboration with” or “with the technical support of” may be appropriate. The Parties will avoid any reference that could imply endorsement by the ILO of the Collaborator, such as “official partner” or “selected partner” or “sponsor” of the ILO.

- Use of the name and emblem of WOSM and the ILO

The Parties will not use, without specific written authorization by the other Party concerned, the name of the [any] other Party, in particular the name of the International Labour Organization and the International Labour Office and their abbreviations, or the emblem and other identifiers containing these names or abbreviations of the [any] other Party which are legally protected. This paragraph does not affect a Party’s right to refer to the other Party in acknowledgements and publicity in accordance with the above.

Unless authorized in writing by WOSM, the ILO shall not use the name, emblem or official seal of WOSM or its National Scout Organizations, in connection with its business or otherwise.

Upon written request of the WOSM, the ILO may authorize reproduction of the emblem or other identifiers of the ILO in writing under appropriate terms and conditions and in order to support the purposes, policies and activities of the ILO, including raising funds for the ILO.

- Intellectual Property

Intellectual Property Rights created under this Agreement shall vest solely in the Party which generated the Intellectual Property concerned. Where Intellectual Property is generated by both Parties with the intention that their Intellectual Property Rights contributions be merged into inseparable or interdependent parts of a unitary whole, such Intellectual Property Rights in Joint Work shall be jointly owned by the WOSM and the ILO.

Each Party grants to the other Party, upon written request, a permanent, irrevocable, royalty free, non-exclusive and non-transferable license to use, reproduce, adapt, modify and communicate the material created jointly under this Agreement for the purposes of this Agreement.

Either party, with the prior agreement of the other party, is authorized to issue licenses to third parties to reproduce, translate or adapt the jointly produced copyrighted work.

- Settlement of dispute

The Parties will use their best efforts to amicably settle any dispute, controversy, or claim arising out of this Agreement. Where the Parties wish to seek such an amicable settlement through conciliation, the

conciliation will take place in accordance with the Conciliation Rules then obtaining of the UN Commission on International Trade Law (UNCITRAL), or according to such other procedure as may be agreed between the Parties in writing.

Any dispute, controversy, or claim between the Parties arising out of this Agreement, unless settled amicably under the preceding paragraph within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, will be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. 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.

- Privileges and immunities:

Nothing in or relating to this Agreement will be deemed a waiver of any of the privileges and immunities of the ILO.

Nothing in or relating to this Agreement shall be construed as a waiver of WOSM's Definition, Purpose, Principles and all other articles mentioned in the WOSM Constitution or of the legal obligations of WOSM or its affiliated NSOs arising from their registration under national laws.

It is hereby agreed that the participation of WOSM, and of its NSOs, in the initiatives taken within the framework of the present Memorandum of Understanding is intended on the basis of voluntary acceptance of the single NSO and members therein and according to the agreements decided individually for each initiative at the annual planning meeting.

- Commencement date and term of this Agreement

This Agreement commences on 09/11/2012 and continues until 09/11/2017 unless terminated earlier in accordance with this Agreement.

- Amendment and termination:

This Agreement may be amended only by written agreement signed by authorized representatives of the Parties.

Either Party may terminate this Agreement upon ninety (90) days' written notice to the other Party.

In the event of any termination, the Parties will:

- a) take immediate steps to bring the performance of any obligation under the Agreement to an orderly conclusion;
- b) immediately after the notice of termination has been sent by one and received by the other Party cease any use of the name and emblem of the other Party and simultaneously cease any publicity which may have been authorized
- c) In the event of termination, the obligations already assumed by the Parties shall remain in force to the extent necessary to permit the satisfactory conclusion of the ongoing activities mentioned in the preceding paragraphs of this Memorandum of Understanding and the orderly conclusion of all pending commitments.

- Assignment:

The Parties will not assign, transfer, pledge or make any other disposition of this Agreement, or any part of this Agreement, or any of the rights, claims or obligations under this Agreement except with the prior written authorization of the other. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, will not be binding.

- Fraud and corruption:

No offer, gift, payment, consideration or benefit of any kind, the provision of which would constitute an illegal, corrupt or fraudulent practice will be made, promised, sought or accepted (either directly or indirectly) as an inducement or reward in relation to activities under this Agreement. Each Party is expected to notify the other Party of any such practices. Each Party will ensure that any contractors it engages in the implementation of activities under this Agreement observe the highest ethical standards in performing contracts. The Parties agree that any breach of this provision is a breach of an essential term of this Agreement.

- Non-exclusivity:

The collaboration between the Parties under this Agreement will be on a non-exclusive basis. Accordingly, either Party may freely engage in similar arrangements with other operational partners, including in the same field of activity or industry sector.

- Notice:

Notices and other communications required or permitted under this Agreement will be in writing and signed by authorized representatives of the Parties.

A notice can be hand delivered, sent by prepaid post, as a scanned image by email, or by facsimile transmission to the following address:

ILO	WOSM
Contact person: Jane Colombini Tel: 022.799.67.49 Fax: 022.799.8771 Email: colombini@ilo.org 4, Route des Morillons CH-1211 Geneva 22 Switzerland	Contact person: Srinath Tirumale Venugopal Tel: 022.705.10.10 Fax: 022.705.10.20 Email: srinath@scout.org World Scout Bureau Rue du Pré-Jérôme P.O. Box 91 1211 Genève 4 Plainpalais Switzerland

IN WITNESS THEREOF, the authorized Representatives of the Parties have signed this Agreement on the dates written below

**For the ILO - International Programme
on the Elimination of Child Labour:**

**For the World Organization of the Scout
Movement:**

Ms. Constance Thomas
Director

Mr. Luc Panissod
Secretary General