



Memorandum of Understanding

between

The International Training Centre of the ILO, Turin, Italy

and

Michael Imoudu National Institute for Labour Studies, Ilorin, Nigeria

Preamble

This Memorandum of Understanding (MoU) is made between the International Training Centre of the ILO (the Centre), Turin, Italy and the Michael Imoudu National Institute for Labour Studies (MINILS) setting down the rules for cooperation between the two institutions. It provides a framework within which all collaborative activities and projects will be undertaken between the Centre and MINILS.

Purpose

1. The purpose of this MoU is to define the operational framework governing cooperation between the two Parties in the following areas:
 - (a) participation of MINILS staff and constituents in the regular activities of the Centre;
 - (b) exploration of opportunities for jointly extending learning services provided by MINILS and the Centre;
 - (c) organization of joint-activities for Nigeria and West African countries;
 - (d) staff exchange between the two institutions;
 - (e) participation in experience-sharing and institution-building activities;
 - (f) exposure visits and facilitation of leadership development programmes/activities for the management of MINILS.

Specific areas of collaboration

2. The framework of cooperation between the Centre and MINILS includes the following priority areas:
 - a) Capacity-building interventions by the Centre in the form of national-level learning activities in Turin and Nigeria. This may, for example, include learning and support services for specialized projects and activities of Nigeria's labour administration system, including capacity-building in the area of inspection and labour standards' management.
 - b) Training for Nigerian academics and professionals, especially in the areas of training and learning methodologies, research and policy analysis, labour administration and labour standards, and social protection.
 - c) Research collaboration on emerging labour and employment relations themes such as non-standard work and the informal economy (and other areas to be determined).
 - d) Development of innovative learning platforms and education programmes with emphasis on low residency and learning at distance for workers and adult learners.
 - e) Organisation of specific Learning and Policy Workshops around themes that form the major policy reform areas and development focus (otherwise called the 'Transformation Agenda') of the Government of Nigeria over the next 3 years.
 - f) Technical assistance in the form of facilitating opportunities for strengthening MINILS capacity in terms of providing learning services; interventions such as capacitating the MINILS library by way of support with learning resources are envisaged here.

Terms and conditions

3. The two institutions will endeavour to cooperate as follows:
 - (a) identification of Centre standard courses relevant for MINILS staff and constituents to attend in Turin, blended or at a distance;
 - (b) promotion of Centre activities within the network of MINILS partners and vice versa;

- (c) definition of needs of the management of MINILS to be satisfied by tailored exposure visits and leadership development activities in Europe and other places where practice has advanced;
 - (d) design, organization and implementation of ad-hoc training and learning events (e.g. Academies) to be attended by MINILS staff and partners in Nigeria, in Turin, in blended format or at a distance;
 - (e) design, organization and implementation of joint-learning and training programmes for constituents in Africa (in particular West African countries);
 - (f) identification of opportunities for involving Centre specialists in the design and implementation of MINILS activities as well as MINILS experts in Centre activities. Centre staff could benefit from MINILS knowledge of, and involvement in, the national development context for preparation of training material or applied research, sharing faculty and subject matter experts;
 - (g) collaboration on research and analysis of labour statistics to the extent that they fit and support the mandate and thematic interest(s) of MINILS and the Centre, and in the knowledge that outcomes reinforce the process of designing learning experiences and other major activities of both organisations. In this respect, joint-research and publications by MINILS and Centre staff would be encouraged and would be given visibility;
 - (h) identification of funding, tendering and technical assistance opportunities at national, regional or international level, to which both organizations could participate jointly under different partnership arrangements on an ad-hoc basis.
4. The Centre and MINILS agree that the financial arrangements in relation to the initiatives implemented within the framework of this MoU shall be determined on a case by case basis with due regard to the need of both organizations to recover costs.

Limits to agreement

- 5. The Centre and MINILS hereby acknowledge their agreement in principle to the above mentioned framework and areas of cooperation. This MoU does not constitute any formal obligation on behalf of either the Centre or MINILS to provide support for any individual project, activity or product.
- 6. Additional areas of collaboration may be identified during the lifetime of this MoU.

Timeframe and financial conditions

- 7. This MoU will continue for 3 years from the date of signature. It is understood that each joint-activity shall be formalised through the elaboration and signature of a specific agreement including a technical proposal and a cost estimate that

must be approved by both parties to this memorandum prior to implementation of the activity.

Other parties

8. Other parties may join this collaboration:

- (a) in the context of single activities or projects on a case by case basis, as appropriate;
- (b) in the context of the overall MoU and be signatories to a revised form of this MoU, provided that the original signatories consent with written approval.

Copyright

9. The Centre and MINILS agree on the following rules for the protection of materials used in the training and learning activities:

- (a) the Centre will retain ownership and copyright of all training and learning materials and media developed under this MoU by its staff and consultants, understanding that MINILS can use this material for training and learning purposes;
- (b) all training and learning materials and media referred to under sub-paragraph (a) will include the following note on the cover page:

Copyright [year], International Training Centre of the ILO (the Centre). Publications of the Centre enjoy copyright under Protocol 2 of the Universal Copyright Convention. Nevertheless, short excerpts from them may be reproduced without authorization, on condition that the source is indicated. For rights of reproduction, application should be made to the Centre, Viale Maestri del Lavoro 10, 10127 Turin, Italy. The Centre welcomes such applications.

- (c) MINILS will retain ownership and copyright of all training materials and media developed under this MoU by its staff and consultants, understanding that the Centre can translate this material for training and learning purposes;
- (d) all training and learning materials and media referred to under sub-paragraph (c) will include the following note on the cover page:

Copyright [year] Publications of MINILS are protected under Chapter C28 of the Nigeria Copyright Act 2004 as well as relevant sections of the Universal Copyright Convention. Short excerpts may be reproduced without authorization on the grounds of proper acknowledgement of source. In the case extensive use and/or reproduction, express permission must be obtained from Michael Imoudu National Institute for Labour Studies, Km 7, Ajase-Ipo Road, P.M.B. 1524, Ilorin-Nigeria

- (e) all training and learning materials and media developed under this MoU jointly by the Centre and MINILS will be co-owned by both organizations which will therefore have joint-copyright, the modalities of which will be determined on a case by case basis.

Disputes

10. The Parties shall make their best efforts to amicably settle all disputes, controversies or claims arising out of, or in connection with, this MoU or the interpretation thereof. Any dispute, controversy or claim arising out of or relating to this MoU, or the breach, termination or invalidity thereof - which cannot be settled amicably within sixty (60) days - shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules (UNCITRAL). The Parties hereto agree to be bound by any arbitration award rendered in accordance with this provision as the final adjudication of any dispute.

Privileges and Immunities

11. Nothing in this MoU, or relating thereto, shall be construed as constituting a waiver of the privileges and immunities enjoyed by the Centre 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-I thereof relating to the ILO.

Implementation

12. Overall responsibility for the implementation of this MoU rests with the respective management of MINILS and the Centre, as represented by the heads of both institutions, being signatories to this document in those capacities. Additionally, and for ease of coordination of activities under this MoU, the Desk Officers are:

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

For MINILS: Mr Edwin Anisha
Michael Imoudu National Institute for Labour
Studies, Km 7 Ajase Ipo Road, P.M.B. 1524,
Ilorin-Nigeria

Review

13. The Parties agree to conduct regular joint-reviews of the progress on collaboration and the nature of collaborative activities under this MoU. The Parties shall, from time to time, at the request of either Party, hold discussions through their representatives with regard to progress on any activity or selected activity under this MoU.

Termination

14. After consultations have taken place between the Parties, either Party may give the other Party written notice of termination of this MoU. Termination shall take effect ninety (90) days after receipt of the notice. Such termination shall not affect the implementation of activities for which a specific agreement was signed nor jeopardize their orderly conclusion.

Final provisions and signatures

15. This MoU shall come into full force and effect upon signature by both Parties on the respective dates set forth below.
16. In witness whereof, the Parties hereto execute this MoU.

SIGNATURE

For and on behalf of the

**Michael Imoudu National Institute
for Labour Studies**

Name of authorized representative

Dr John Awoniyi Olanrewaju

Title of authorized representative

Director-General

Signed in **Geneva**

Date:

For and on behalf of the

**International Training Centre of the
International Labour Organisation**

Name of authorized representative

Ms Patricia O' Donovan

Title of authorized representative:

Director

Signed in **Geneva**

Date: