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## Agreement

### between the International Labour Organization and the International Civil Aviation Organization

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#### Overview

At its 343rd Session (November 2021), the Governing Body of the International Labour Office approved the text of the agreement between the International Labour Organization (ILO) and the International Civil Aviation Organization (ICAO) and authorized the Director-General of the International Labour Office or his representative to sign the agreement.

The agreement seeks to strengthen collaboration in matters of mutual interest, in particular women and aviation, the future of decent and sustainable work in aviation and data collection. The agreement also provides for joint activities, including research, technical meetings, advisory services, training and the development of guidelines, tools and methodologies.

#### Contact details

##### International Labour Organization

Route des Morillons 4  
CH-1211 Geneva 22  
Switzerland  
E: [multilaterals@ilo.org](mailto:multilaterals@ilo.org)

##### International Civil Aviation Organization

999 Robert-Bourassa Boulevard  
Montréal, Québec H3C 5H7  
Canada  
E: [icaohq@ilo.org](mailto:icaohq@ilo.org)

## Agreement between the International Labour Organization and the International Civil Aviation Organization

The International Labour Organization (ILO), represented by the International Labour Office, and the International Civil Aviation Organization (ICAO) (the "Parties");

*Cognizant* that the best way to bring value to their respective constituencies is by maximizing their complementarities to ensure policy coherence, and Deliver as One the 2030 Agenda for Sustainable Development;

*Taking into account* that both organizations are United Nations specialized agencies responsible for developing and adopting international standards and regulations within their own mandates;

*Recalling* the 1953 *Memorandum of Understanding between the Director-General of the International Labour Organization and the President of the Council of the International Civil Aviation Organization*, concerning, inter alia, representation and participation in working groups and meetings, consultations and the provision of technical advice and guidance;

*Having regard* that the ILO Declaration on Social Justice for a Fair Globalization, 2008, recognizes that other international and regional organizations can have an important contribution, within their respective mandates, to the implementation of the integrated approach to Decent Work for all women and men based on the four ILO strategic objectives relating to employment, social protection, social dialogue and fundamental principles and rights at work, with gender equality and non-discrimination, as cross-cutting issues;

*Highlighting* that the ILO Centenary Declaration for the Future of Work, 2019, emphasizes that the ILO must take an important role in the multilateral system, by reinforcing its cooperation and developing institutional arrangements with other organizations to promote policy coherence in pursuit of its human-centred approach to the future of work;

*Mindful* of the ILO's convening power, tripartite legitimacy and long-standing experience in discussing, and identifying means to address, socio-economic issues in the sector of civil aviation, and that its Members have provided a mandate to its Director-General to further cooperate with the ICAO;

*Having regard* that the ICAO has established five comprehensive Strategic Objectives in view of the clear need to anticipate and manage the projected doubling of global air transport capacity by 2030 without unnecessary adverse impacts on system safety, efficiency, convenience or environmental performance;

*Having regard* to ICAO Assembly Resolution A40-21: Aviation's contribution towards the United Nations 2030 Agenda for Sustainable Development, in particular its resolving clause 9 that "requests the Secretary General to enhance existing and establish new partnerships with ... the United Nations system, international and regional organizations ... and other actors to assist Member States in enhancing their air transport systems" with a view to contributing, consequently, to the attainment of the Sustainable Development Goals;

*Having regard* to ICAO Assembly Resolution A39-30: Gender Equality Programme promoting the participation of women in the global aviation sector, in particular its resolving

clause 2 that “urges States, regional and international aviation organizations and the international aviation industry to demonstrate strong, determined leadership and commitment to advance women’s rights and take the necessary measures to strengthen gender equality” including within the global aviation sector;

*Having regard* that the ICAO’s Programme on Aviation Data and Analysis included, in its Business Plan 2020-2022, calls for the delivery and promotion of results of economic analyses on emerging issues of global importance and various aspects of air transport in cooperation with other international organizations, including the ILO;

*Acknowledging* that aviation safety remains of paramount importance in the operation and development of international air transport and should at no time be compromised by commercial considerations;

*Recognizing* that in principle, in relation to the terms and conditions of employment of aviation personnel, the ICAO deals with issues affecting the safety, efficiency and reliability of civil aviation, and the ILO with social issues, but the practical application of this principle calls for the strengthening of the cooperation between the Parties, including through consultations and exchange of information and views on matters of common concern and interest;

*Now therefore*, the Parties being desirous of cooperating with each other within the framework of their respective mandates, have agreed as follows:

## **Article 1. Purpose**

- 1.1. The Parties agree to formalize closer collaboration in particular on areas of common concern and interest set out in article 2 in fulfilling their respective mandates covering:
  - 1.1.1. For the ILO: the Decent Work Agenda which comprises four inseparable, interrelated and mutually supportive strategic objectives: employment, social protection, social dialogue, and fundamental principles and rights at work, with gender equality and non-discrimination, as cross-cutting issues, and
  - 1.1.2. For ICAO: five Strategic Objectives, which comprise: safety, air navigation capacity and efficiency, security and facilitation, economic development of air transport and environmental protection.
- 1.2. The Parties will agree in writing and in accordance with their respective mandate, rules and regulations the conditions under which they will carry out specific activities in the areas of common concern and interest.
- 1.3. The Parties will review past activities and coordinate future activities and collaboration, as appropriate, in particular with a view to update, if necessary, the content of article 2.1 and for the purpose of considering the renewal of the Agreement pursuant to article 6.2.

## **Article 2. Areas of common concern and interest and means of cooperation**

- 2.1. Areas of common concern and interest will include, but will not be limited to:
  - women and aviation;

- future of decent and sustainable work in aviation;
- data collection.

The Parties may update in writing the areas of common concern and interest pursuant to article 1.3.

- 2.2. Subject to article 1.2, the modalities of such cooperation activities include, but are not restricted to, joint research, joint technical meetings, joint technical advisory services, joint training, and collaboration on the development of appropriate guidelines, tools and methodologies, as each Party within the scope of its respective mandate deems appropriate.
- 2.3. The Parties will consult with each other on a regular basis in order to exchange views on matters of common concern and interest. The date and form of such joint consultations will be agreed between the Parties.

### **Article 3. Exchange of information and mutual representation**

- 3.1. The Parties will exchange reports and other published documents, in which a specific concern or interest has been expressed.
- 3.2. Each Party will invite representatives of the other to participate in its meetings, in accordance with their respective applicable rules.
- 3.3. This exchange of information and mutual participation may include areas other than those falling under the scope of article 2.1.

### **Article 4. Liaison and costs**

- 4.1. For matters related to the working of this Agreement, the designated liaison will be:
  - 4.1.1. For the ILO: the Multilateral Cooperation Department (MULTILATERALS)  
  
Tel: +41 22 799 7370  
4 route des Morillons CH-1211 Genève 22 Switzerland  
email: [multilaterals@ilo.org](mailto:multilaterals@ilo.org)
  - 4.1.2. For ICAO: Strategic Planning, Coordination and Partnerships Office (SPCP)  
  
Tel.: +1 514-954-8219  
999 Robert-Bourassa Boulevard, Montréal, Québec H3C 5H7 Canada  
email: [icaohq@icao.int](mailto:icaohq@icao.int)
- 4.2. In order to achieve effective cooperation, each Party will designate and communicate to the other Party details concerning the contact point, or changes of the contact point, entrusted with the overall coordination relating to the Agreement.
- 4.3. Except as may be otherwise agreed in writing, each Party will bear its own costs arising out of the implementation of this Agreement.

## **Article 5. Intellectual property and use of name, media or emblem**

- 5.1. This Agreement does not grant the right to use materials belonging to or created by either Party. Each Party will retain intellectual property rights over all materials developed and produced by itself, its staff or consultants, for activities within the framework of this Agreement.
- 5.2. The Parties will agree, in writing, on the ownership of any intellectual property rights that may arise out of the specific activities that may be undertaken in accordance with articles 1 and 2, above.
- 5.3. The emblem of either Party may only be used by the other Party in connection with the activities that may be undertaken in accordance with article 1.2 consistent with the rules and regulations and with the prior written approval of the first Party.
- 5.4. Neither Party has the authority, express or implied, to make any public statement on behalf of the other Party. The Parties will consult with each other in relation to any action concerning the promotion and the visibility of this Agreement that each Party may decide upon, including the issuance of press releases.

## **Article 6. Effective date and duration**

- 6.1. The Parties' undertakings pursuant to this Agreement will commence on the date of last signature, by the duly authorized representatives of the Parties following approval by their respective competent bodies, as may be required.
- 6.2. This Agreement will remain in effect for five years. The Parties may renew this Agreement for up to an additional five years through an exchange of letters prior to the end of its original five-year term.
- 6.3. Once in effect, the Parties may make this Agreement publicly available, subject to their own regulations, policies, practices and procedures relating to information.
- 6.4. The Parties agree to work in a spirit of cooperation in furtherance of the objectives of this Agreement, though the Parties understand and agree that it is not intended to constitute, nor does it create a partnership, joint venture, or any other organization or entity, and nothing in this Agreement will constitute or be construed as granting either Party the right or authorization to act as agent for the other for any purpose, or to otherwise make commitments of any kind for or on behalf of the other.

## **Article 7. Amendments**

This Agreement may be modified or amended only by written agreement between the Parties, in accordance with their respective rules and regulations. Upon signature, such amendments will have immediate effect, unless otherwise indicated by the Parties.

## **Article 8. Termination**

- 8.1. The Parties will have the right to terminate this Agreement with six months' written notice to the other Party to this effect.

- 8.2. Upon receipt of a notice of termination, the Parties will take steps to terminate their joint activities and consultations in a prompt and orderly manner so as to minimize any losses and further commitments.
- 8.3. Any issues arising out of the termination of this Agreement, including the right to and transfer of any materials and products in progress, will be negotiated and agreed upon in writing.

### **Article 9. Settlement of disputes**

- 9.1. The terms of this Agreement will be interpreted and applied without application of any system of national or subnational law.
- 9.2. The Parties will resolve any disagreement regarding the interpretation or application of this Agreement through consultation. Any disagreements that cannot be resolved this way will be referred to the chief executives of the ILO and the ICAO, together, for a final decision. If any such disagreement cannot be resolved within 90 days, the Parties may terminate this agreement either by mutual consent or individually in accordance with article 8 above.
- 9.3. The remedies provided in this article are the sole and exclusive legal remedies of the Parties for disputes concerning the interpretation, application, or termination of this Agreement, which disputes are not referable by either Party to any tribunal or third party for adjudication or settlement.

### **Article 10. Privileges and immunities**

- 10.1. Nothing contained in or relating to the present Agreement constitutes a waiver, express or implied, of any of the privileges and immunities of either of the Parties.
  - 10.2. In no event will a Party be liable to the other for any direct, indirect, incidental, special, or consequential damages of any kind whatsoever whether or not foreseeable, resulting from, or arising in connection with the activities that are the subject of this Agreement.
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In witness whereof, the undersigned being duly authorized representatives of the ILO and of the ICAO, respectively, have signed, this 15th day of March of 2022 in two originals, each in the English language.

**For the International Labour Organization**

**For the International Civil Aviation  
Organization**

Handwritten signature of Guy Ryder in black ink.

Guy Ryder  
Director-General,  
International Labour Office  
In Geneva, Switzerland  
Signed on 15 March 2022

Handwritten signature of Salvatore Sciacchitano in black ink.

Salvatore Sciacchitano  
President,  
ICAO Council  
In Montreal, Canada  
Signed on 15 March 2022

