

## **Acuerdos Bilaterales**

Clasificación: 68-2006

Fecha de Ingreso: 5 de diciembre de 2006

Nombre de Acuerdo: Grant Agreement between the General Secretariat of the Organization of American States and Her Majesty the Queen in Right of Canada for the Project Second Phase of the Inter-American Network for Labor Administration (RIAL)

Materia:

Partes: SG/OEA & Canadá

Referencia: Canadá

Fecha de Firma: 1 de noviembre de 2006

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

## **GRANT AGREEMENT**

**between**

**THE GENERAL SECRETARIAT OF THE  
ORGANIZATION OF AMERICAN STATES**

**and**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**

**for the**

### **PROJECT SECOND PHASE OF THE INTER-AMERICAN NETWORK FOR LABOR ADMINISTRATION (RIAL)**

This is an agreement between Her Majesty the Queen in Right of Canada (hereafter referred to as "Canada"), herein represented by the Minister of Labour acting through the Labour Program of Human Resources and Social Development Canada ("HRSDC"), and the General Secretariat of the Organization of American States ("GS/OAS"), through the Department of Social Development and Employment ("DSDE") of its Executive Secretariat for Integral Development, (collectively referred to as the "Parties"), with respect to the project *Second Phase of the Inter-American Network for Labor Cooperation ("RIAL")*, (hereafter referred to as the "Project") to which Canada has agreed to provide a grant (hereafter referred to as "Canada's grant" or the "Grant"), in accordance with the terms and conditions below.

#### **1.0 PURPOSE OF THE GRANT**

- 1.1 The GS/OAS shall be responsible for the implementation of the project activities specified in the attached project proposal in Annex 1, which forms part of this Agreement and is incorporated by reference hereto, and will make every possible effort to ensure their timely and full implementation in an effective and efficient manner.
- 1.2 Canada's grant shall not exceed CDN \$ 310,800 and shall be used exclusively for the project activities that have been approved by the Labour Program of HRSDC. The GS/OAS shall not make any substantial changes to the project objectives and activities without the prior written approval of Canada. Although the Parties shall consult on the matter, Canada shall determine what constitutes a substantial change.
- 1.3 The effective date of this Agreement will be the latest date of signature by the duly authorized representatives of each of the Parties.
- 1.4 Unless sooner terminated as provided for in Article 7 below, this Agreement will remain in effect until June 30, 2007.

## **2.0 PUBLIC ACKNOWLEDGEMENT OF CANADA'S GRANT**

- 2.1 The GS/OAS shall use its best efforts to ensure that in any and all communication activities, publications, advertising and press releases referring to the activities related to the Grant, there is included an appropriate recognition of this Grant, in terms and in a form and manner satisfactory to Canada.
- 2.2 The GS/OAS shall notify the representative of Canada identified in Article 6.7, below, in advance of any such communication activities, publications, advertising, and press releases.

## **3.0 PAYMENTS**

- 3.1 Canada shall make the necessary payment transfers by cheque pursuant to the Instalment Schedule in Annex 2, which forms part of this Agreement and is incorporated by reference hereto. The GS/OAS shall provide an official receipt for the funds received.
- 3.2 Payment of each instalment of the Grant is subject to Canada's verification of the continued eligibility and entitlement of the GS/OAS to the Grant prior to any such payment being made. Verification of the eligibility and entitlement of the GS/OAS may also be undertaken by Canada after payment has been made.
- 3.3 Any payment by Canada to the GS/OAS under this Agreement is subject to the appropriation of funds by the Parliament of Canada for the fiscal year in which the payment is to be made and to the maintenance of current and forecasted funding allocation levels for the International Trade and Labour Program of HRSDC. In the event that Canada's Treasury Board cancels the program or reduces the level of funding for the program, Canada may terminate this Agreement in accordance with Paragraph 7.3, below, or reduce the amount of Canada's financial assistance payable under the Agreement in that fiscal year.

## **4.0 STACKING OF ASSISTANCE**

- 4.1 If, between the date of the application of the GS/OAS and the project end date shown on its Grant Application Form, the GS/OAS receives any financial assistance in support of the project that is in addition to the financial assistance disclosed in the Grant Application Form, the GS/OAS shall inform Canada promptly in writing of the additional assistance received.
- 4.2 Where the GS/OAS receives any additional financial assistance for the project, Canada may in its discretion, reduce the amount of this Grant by the amount of any additional assistance that the GS/OAS is to receive, or if Canada's grant has already been paid, Canada may require repayment by the GS/OAS of an amount equal to the amount of such additional assistance. Upon receipt of notice to repay under this section, the GS/OAS shall repay the amount as a debt due to Canada.

## **5.0 AMOUNTS OWING TO THE FEDERAL GOVERNMENT**

- 5.1 Any amounts owing to the federal government which are past due and in default or arrears as of the time of the application for funding may be deducted from, or set-off against, any amounts payable to the GS/OAS under this Agreement.

## **6.0 ADMINISTRATION, EVALUATION AND REPORTS**

- 6.1 The GS/OAS shall administer and account for this Grant in accordance with its financial regulations and rules and other applicable GS/OAS rules and procedures. It shall keep a separate account, expressed in U.S. dollars, for the project, to which it shall charge all related expenditures. Related income and expenditures in other currencies shall be converted into U.S. dollars at the United Nations operational rate of exchange on the date of each transaction.
- 6.2 The GS/OAS shall undertake a records management strategy in respect of the project activities of the Agreement, including maintaining a database of project information that shall include contacts (project participants and others), activities, activity outputs, activity outcomes or expected outcomes. The GS/OAS shall preserve all books and records from the Grant and keep them available for audit and inspection by Canada for a period of five (5) years following the expiry or termination of the funding period. Should Canada require that an audit be carried out, the auditor shall be agreeable to both parties, the costs of the auditor will be borne by Canada and the audit shall be coordinated by the GS/OAS.
- 6.3 The GS/OAS shall protect itself from and against all claims for or involving bodily injury (including personal injury), death or property damage that might arise from anything done or omitted by the GS/OAS or by any person acting in any capacity for it or on its behalf pursuant to this Agreement. GS/OAS shall arrange and maintain comprehensive general liability insurance coverage in respect of occurrences taking place at any time during the project period.
- 6.4 Evaluations carried out by the GS/OAS shall be undertaken in accordance with GS/OAS procedures. The GS/OAS will endeavour to ensure that all evaluations are done with the knowledge, consent, and participation of both parties to the Agreement.
- 6.5 HRSDC may, at its discretion, carry out an evaluation of the effectiveness and efficiency of the activities related to the Grant. The GS/OAS shall cooperate with Canada in the conduct of any such evaluation.
- 6.6 Within six months of the project end date, the GS/OAS will provide the Labour Program with a results oriented report indicating how Canada's contribution has helped meet the project objectives and what results were achieved. Final financial reports will be provided within six months after the end of the financial period in which the GS/OAS has made the last disbursement of funds for this Project. The final financial report will include a declaration of all other sources of funding with their corresponding amounts for the Project.

- 6.7 The representative of the GS/OAS designated to receive and give written notice under this Agreement is:

Name: Mr. Francisco Pilotti  
Title: Director, Department of Social Development and Employment  
Address: OAS General Secretariat Building  
1889 F Street, N.W. GSB-750  
Washington, D.C. 20006  
United States of America  
  
Tel: (202) 458-3233  
Fax: (202) 458-3149  
E-mail: [fpilotti@oas.org](mailto:fpilotti@oas.org)

- 6.8 The representative of Canada designated to receive and give written notice under this Agreement is:

Name: Mr. Pierre Bouchard  
Title: Director, Office for Inter-American Labour Cooperation, Labour Program  
Address: Human Resources and Skills Development Canada  
165, rue Hotel de Ville  
Phase II, Place du Portage  
Hull, Québec, K1A OJ2  
  
Tel: (819) 953-0063  
Fax: (819) 953-8494  
E-mail: [pierre.p.bouchard@hrsdc-rhdcc.gc.ca](mailto:pierre.p.bouchard@hrsdc-rhdcc.gc.ca)

## **7.0 AMENDMENT, TERMINATION AND DISPUTE RESOLUTION**

- 7.1. The Parties may, by their written mutual consent signed by their duly authorized representatives, amend any of the provisions in this Agreement.
- 7.2. Canada may, upon written notice, and after consultation with GS/OAS, terminate this Agreement at any time if the recipient:
- (a) Is in breach of any of its obligations under this Agreement;
  - (b) Provides any materially false or misleading information to Canada pursuant to the Agreement; or
  - (c) Made any materially false or misleading representation or declaration or provided any materially false or misleading information to Canada in support of its application for financial assistance.
- 7.3. Notwithstanding anything to the contrary, this Agreement may be terminated by mutual consent or by either Party upon providing 30 days notice in writing to the other Party.
- 7.4. Upon expiry or termination of this Agreement, the GS/OAS shall repay to Canada, upon written notice to this effect, any unspent amount of the grant which has not been

contractually obligated by GS/OAS and which is not within the terms of paragraph 7.5, below, and/or any amount by which the grant paid to the GS/OAS together with any interest earned thereon, exceeds the amount to which the GS/OAS is entitled under the Agreement.

- 7.5 The obligations assumed by the Parties under this Agreement shall survive its termination to the extent necessary to permit the orderly conclusion of activities, the withdrawal of funds and property, the settlement of accounts between the Parties and the settlement or termination of contractual liabilities.
- 7.6 In addition, if, upon verification of the GS/OAS's continuing eligibility or entitlement to the Grant it is determined that the GS/OAS ceased to be eligible or was not entitled to all or a portion of the Grant received, the GS/OAS shall repay the amount in respect of which it was not eligible or entitled.
- 7.7 The Parties share the objective of quickly identifying any disputes arising out of or in connection with this Agreement and of resolving them in the most efficient and effective manner possible.
- 7.8 Nothing in this Agreement constitutes a waiver, express or implied, of any of the privileges and immunities of the GS/OAS.

#### **8.0 CONFLICT OF INTEREST**

- 8.1. No individual, for whom the post-employment provisions of the *Conflict of Interest Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* apply, shall derive any direct benefit from this grant unless that individual is in compliance with the applicable post-employment provisions.
- 8.2. No Member of the House of Commons shall be admitted to any share of or part of this Agreement or to any benefit to arise therefrom.

#### **9.0 NON-ASSIGNMENT OF AGREEMENT**

- 9.1. Neither Party shall assign this Agreement or any part thereof without the prior written consent of the duly authorized representative of the other Party.

#### **10.0 ACCESS TO INFORMATION**

- 10.1. Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, information pertaining to the grant provided under this Agreement is publicly accessible and may be disclosed to third parties upon request under this Act.

## 11.0 ENTIRE AGREEMENT

11.1. This Agreement, together with its annexed proposal and grant application, which form an integral part hereof, constitute the entire Agreement between Canada and the GS/OAS with respect to the project described herein.

11.2. This Agreement constitutes a funding arrangement between Canada and the GS/OAS.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties have executed this Agreement in duplicate originals on the date and at the place indicated below:

### FOR HER MAJESTY


Anthony Giles  
Director General, International and Intergovernmental Labour Affairs  
Labour Program, HRSDC  
for the Minister of Labour

  
\_\_\_\_\_  
Signature

November 1, 2006, Ottawa,  
\_\_\_\_\_  
Date & Location

### FOR THE GS/OAS

Francisco Pilotti  
Director, Department of Social Development and Employment

  
\_\_\_\_\_  
Signature

10/26/06 WASHINGTON D.C.  
\_\_\_\_\_  
Date & Location

## **ANNEX 1**

### **PROPOSAL FOR THE PROJECT: SECOND PHASE OF THE INTER-AMERICAN NETWORK FOR LABOR ADMINISTRATION (RIAL)**

#### **Section I: Applicant**

##### **A - Applicant's Background, Mandate, and Expertise**

The Organization of American States (OAS) brings together the countries of the Western Hemisphere to strengthen cooperation and advance common interests. It is the region's premier forum for multilateral dialogue and concerted action. In the area of Labor the General Secretariat of the OAS (GS/OAS), through its Department of Social Development and Employment, serves as the Technical Secretariat of the Inter-American Conference of Ministers of Labor (IACML). In that capacity it coordinates and organizes conferences and meetings, gives technical support for the compliance of Ministerial Plans of Action, develops a horizontal cooperation strategy among the Ministries of Labor of the Hemisphere and supports inter-agency cooperation.

The GS/OAS has been the Technical Secretariat of the IACML since 1963, when the first conference was held.

##### **B - Past Projects with HRSDC/Labour Branch and their Achievements**

HRSDC and the GS/OAS signed an agreement in March, 2006 to support the Initial Stage of the Inter-American Network for Labor Administration (RIAL, for its acronym in Spanish). Through this agreement, Canada contributed \$65,844.45. The agreement ended on June 30, 2006 and the grant was spent entirely and all the expected results were successfully achieved. The main achievements of that agreement were: 1) the undertaking of the Second Hemispheric Workshop on Occupational Health and Safety in El Salvador in May, 2006, which was attended by more than 80 participants representing 23 countries of the Americas and provided a set of strategic guidelines on OHS, and 2) the review of the Permanent Portfolio of Consolidated Programs in Labor and the identification of secondary sources to continue to update it.

Additionally, HRSDC and the GS/OAS signed an agreement on August, 2005 to support the participation of smaller economies in the third preparatory meeting of the XIV IACML. Through this agreement, Canada contributed \$35,750. That agreement also ended on June 30, 2006 and it allowed for the participation of 15 representatives of the Caribbean, Central and South America to attend the IACML preparatory meeting. It also complemented the grant to the RIAL, covering the cost of travel of 11 participants from smaller economies to the Second Hemispheric Workshop on OHS.

Additionally, HRSDC hosted the XII IACML in September 2001 and has been very active in the activities of the Conference. The strong and productive relationship between HRSDC and GS/OAS in support of the Conference activities and priorities is based on shared strategic objectives and plays a pivotal role in the strengthening of labor issues in the Americas.



## **Section II: Proposal**

### **C - Proposed Project/Activity and its Objectives**

**Description of the project:** Implementation of the Second Phase of the Inter-American Network for Labor Administration (RIAL), which is an initiative originating from the Inter-American Conference of Ministers of Labor (IACML).

This project is a further development of the previous grant received from HRSDC for the Initial Stage of the RIAL. Therefore, it will continue to enhance and build upon horizontal cooperation activities among the Ministries of Labor of the Hemisphere.

**Background:** The Plan of Action of Mexico, approved during the XIV IACML in September, 2005 specifies, as one of the activities of the Conference, the need to continue working towards the creation of the RIAL and requests the Technical Secretariat (GS/OAS) to explore funding sources. The RIAL will be administered by the GS/OAS as Technical Secretariat of the IACML.

**Objective of the project:** To continue to strengthen the institutional capacity of the Ministries of Labor to respond to common challenges in the region, through horizontal cooperation and technical assistance.

#### **Specific objectives:**

- 1) Identify and systematically organize the collective experience and knowledge of the Ministries of Labor of the Hemisphere.
- 2) Process information on programs and projects of cooperation and technical assistance in an orderly manner, with objective criteria.
- 3) Encourage the countries to exchange information on the implementation of programs and successful experiences, through activities of horizontal cooperation based on the critical transfer of experiences and lessons learned.
- 4) Support, facilitate and provide channels of communication among the Ministries of Labor and with international organizations, financing agencies and social actors.
- 5) Strengthen coordination and cooperation with international organizations and cooperation agencies, particularly with the ILO.
- 6) Deepen the analysis of key priority areas identified by the Ministries of Labor of the Hemisphere, through the IACML.
- 7) Contribute to the follow-up of the IV Summit of the Americas and the XIV IACML.

## **D - Proposed Activities or Sub-Activities and Timelines**

The project has six main activities that will be carried out between October, 2006 and June, 2007. The RIAL itself has additional activities that exceed this specific project but that can be explored for future funding.

### **Activity 1: Workshops on priority areas of the IACML**

The core activity of the RIAL is institutional capacity building based on the implementation of workshops, missions and seminars where Ministries of Labor, international agencies, social partners and financing agencies, can get together to exchange information and analyze specific issues. During the second phase of the RIAL, the following workshops are being planned and will be funded with the grant received from HRSDC:

#### ***1.1 Workshop on labor rights of migrant workers – Canada, November/December, 2006***

The Declarations and Plans of Action of the XIV IACML and the IV Summit of the Americas provide important mandates regarding the labor rights of migrant workers. Among other provisions, the Plan of Action of the Summit indicates the need "to strengthen constructive dialogue on international migration" and "to strengthen and establish collaboration mechanisms among countries of transit, origin and reception of migrant workers in the Hemisphere so as to disseminate information on labor rights of migrant workers". Additionally, the Plan of Action of the XIV IACML identifies this issue as a key topic of Working Group 1 and states that the Conference should "develop activities that promote decent work for migrant workers in the context of the Declaration of Nuevo Leon and in collaboration with the Inter-American Program adopted by the General Assembly in resolution AG/RES. 2141 (XXXV-O/05)".

With these mandates as guidelines and having confirmed the interest of various countries in sharing experiences on this topic, the authorities of the IACML during the Planning Meeting in December, 2005 decided to hold a workshop on labor rights of migrant workers, to be hosted by HRSDC.

The conclusions of the Planning Meeting state that "HRSDC will organize the seminar to share experiences on dissemination mechanisms on labor rights of migrant workers, with special emphasis on agricultural migrant workers. All the countries will be consulted, but the experience of Mexico will receive special attention".

The key contents of the workshop will be defined by HRSDC and the OAS. The latter will consult some key countries, such as Mexico, about their interest in sharing their experiences in the workshop.

The invitations and overall coordination of the workshop with the IACML members, including travel arrangements, will be a responsibility of the OAS. HRSDC, in collaboration with key local partners, will provide recommendations on thematic guidelines and contents of the meeting. HRSDC will also provide logistical support and facilitate local coordination of the event (including simultaneous interpretation, venue of the meeting).

The workshop will take place in Canada, in a city to be determined, at the end of November, 2006. The grant provided by HRSDC will cover travel expenses for 30 participants from the

Ministries of Labor, COSATE, CEATAL and some speakers, giving priority to representatives from the smaller economies. It will also cover logistical costs of the workshop and other meetings that would take place immediately following the event to further pursue the topics addressed in the workshop.

### ***1.2 Working Groups meeting and Workshop on Technical Assistance - Costa Rica, May, 2007***

The IACML has two Working Groups to analyze and take action on the main priorities identified by the IACML. Working Group 1 concentrates on "Decent Work as an Instrument for Development and Democracy in the Context of Globalization" and Working Group 2 focuses on "Strengthening the Capacities of the Ministries of Labor to respond to the Challenges of Promoting Decent Work in the Context of Globalization".

The meetings of the Working Groups are a very important component of the IACML agenda, given that they deepen the analysis of the Conference's priority themes, spread information and pertinent studies, and follow up on hemispheric initiatives.

The WG meeting of 2007 will take place in Costa Rica in May, 2007 and it will be complemented by: 1) a half-day preparatory meeting of the XV IACML and 2) a one-day workshop on technical assistance.

The workshop on technical assistance was identified by the IACML authorities as one of the main activities of the Conference during the Planning Meeting in December, 2005. It was also identified as one of the greatest areas of interest by most Ministries of Labor in the Hemisphere in the questionnaires they filled out prior to that meeting.

The meetings and workshop will be coordinated by the OAS, in conjunction with the WGs authorities, the Ministry of Labor of Trinidad & Tobago (as Chair of the XV IACML) and HRSDC, as the main contributor to the technical assistance workshop.

This grant will fund the costs of logistics and the travel expenses of 25 participants from the Ministries of Labor, COSATE, CEATAL and speakers, giving priority to representatives from smaller economies.

### ***1.3 Participation of the IACML in the International Association of Labor Inspection (IALI) Conference – Ottawa, April 18-20, 2007***

The Plan of Action of the IV Summit of the Americas states as a priority "to promote occupational health and safety conditions and facilitate healthy work environments for all workers, and, to that end, ensure effective labor inspection system". On the other hand, the Plan of Action of the XIV IACML makes a commitment to advance the social protection of workers, promote healthy work environments and better conditions for workers' health and safety.

Additionally, during the Second Hemispheric Workshop on OHS, that took place in the initial phase of the RIAL (i.e. part of IACML activities), participants identified as one of the strategic guidelines on OHS: "Strengthening of the labour inspection systems through better planning

and the availability of competent human resources and sufficient financial resources in line with the resolutions of ILO Convention 81 (on Labour Inspection in Industry and Commerce) and Convention 129 (Labour Inspection in Agriculture)".

Given this background, it is important for the RIAL to facilitate that the Ministries of Labor of the Americas continue to build their capacities with respect to labor inspection systems. The Conference of the International Association of Labor Inspection (IALI) offers a platform for in-depth research and open discussion on finding innovative inspection solutions to ensure the development of OHS, as such, the participation of IACML members in this Conference can prove to be a valuable means to continue developing their inspection systems.

The IALI Conference will take place for the first time in North America in April 18-20, 2007 and there is a strong interest of having representation from countries throughout the Americas at this event.

Through this grant, HRSDC will fund the travel expenses of 25 representatives from Ministries of Labor of the region, to allow participation in the IALI Conference. It is understood that invitations to the Ministries will come directly from the organizers (Ministry of Labor of Ontario), who are also in charge of establishing the degree of participation of the participants from the Americas, and provide all the logistical and content information of the meeting. The sole responsibility of the OAS is to provide airfare tickets, and per diem allowances (hotel accommodations and meals) to the representatives funded through this grant.

### **Activity 2: Gender Project foundations**

The Declarations and Plans of Action of the IV Summit of the Americas and the XIV IACML state as a priority the integration of a gender perspective in employment and labor policies. In particular, the Declaration of the XIV IACML establishes: "we will promote the integration of a gender perspective in labor policies, especially in terms of pay, access and advancement at work, aiming to eliminate existing disparities between men and women".

During the Planning Meeting in December, 2005 the IACML authorities reiterated their interest to have an event on this topic. Additionally, HRSDC expressed their interest in supporting a gender project in the framework of the IACML and connecting it to a broader initiative that HRSDC will be implementing with CIDA funding. HRSDC confirmed the interest of ILO and the Inter-American Commission of Women (CIM/OAS) to participate in such project.

Thus, the mandates and support for a gender project for the IACML are in place; however, the scope, objectives, activities and responsibilities of such project are yet to be defined. Therefore, the first step should be to identify the foundations and framework for the design of a gender-specific project. Two activities will be undertaken for this purpose:

- 1) Two-day meeting in Washington D.C., organized jointly by HRSDC and GS/OAS, to brain-storm on the scope and objectives of a future IACML gender project. The meeting will be a 'petit comité' attended by experts from ILO and CIM, in February, 2007.
- 2) Issue paper commissioned to a consultant, who will participate in the aforementioned meeting, that will address 3 main issues: a) assess the current status of the inclusion of a gender perspective in labor policies, and identify specific needs and areas that

require strengthening, b) provide recommendations on what steps to take in order to facilitate or guarantee that labor policies incorporate a gender perspective and c) incorporate the conclusions of the meeting in Washington D.C.

The paper should be elaborated between February and April, 2007. The selection of the consultant will be responsibility of HRSDC, with the assistance of GS/OAS. The consultant will be hired directly by the GS/OAS through this grant.

Based on the meeting and the concept paper, HRSDC and the GS/OAS will prepare a project proposal for future funding.

### **Activity 3: Identification and systematization of policies, programs, and projects**

As one of its main components, the RIAL needs to continue reviewing and updating the following two information-processing tools:

- (a) The Portfolio of Consolidated Programs of the OAS, which is a compendium of programs or strategies chosen by the Ministries of Labor, with the determination and commitment to offer them for cooperation activities. This portfolio is not an exhaustive list of programs, but a compilation of those that Ministries of Labor want to share with each other.
- (b) The Table of technical assistance and cooperation policies, programs and projects in the labor administration area in the Americas, developed by the ILO.

In order to carry out this activity the GS/OAS will hire a full time consultant and a part time consultant for a period of 7 months.

The specific duties of the full time consultant include: 1) Update the Permanent Portfolio of Consolidated Programs, which implies: consulting the Ministries of Labor that have not yet posted programs in the Portfolio to encourage them to send information; and verifying with the other Ministries of Labor if information is accurate and if they want to change, add or eliminate programs, 2) Review the USDOL-ILO Project Table of technical assistance and cooperation policies, programs and projects, and provide recommendations to transfer that information to the OAS website, 3) Identify new programs that could be incorporated in the Portfolio from various sources, including international reports, websites, and presentations provided by Ministries of Labor in international meetings, including the IACML Working Groups meeting in April, 2006 and 4) assist the GS/OAS in coordinating activities 1 and 2 of this project.

The duties of the part time consultant include: 1) Update the Portfolio of Consolidated Programs with new programs and make corrections and 2) develop and update websites for activities 1 and 2 of this project.

#### **Activity 4: Publications**

Two publications will be prepared, printed and distributed in the framework of this project:

- 1) Brochure of the RIAL, explaining its scope, objectives and activities – to be distributed initially in the WGs meeting of 2007 (April or May) and, later, on a world-wide basis following a targeted distribution plan.
- 2) Newsletter of the RIAL, describing the activities undertaken and achievements – to be initially distributed in the XV IACML of September, 2007 and, later, throughout the Americas.

Both of these publications will be elaborated by the GS/OAS in English and Spanish.

#### **Activity 5: RIAL Cooperation Fund**

The RIAL will have a “Cooperation Fund” to promote bilateral and multilateral cooperation among the Ministries of Labor. The money allocated to this fund will come from the unused resources from activities 1 – 4 of this proposal, this means, after each of the activities mentioned an assessment of the financial resources used and available will be made and the remaining resources will be used for the cooperation fund. It also means that if no unused resources are identified, the cooperation fund will not operate.

Operation of the fund: Programs/exchanges of cooperation will have been identified and negotiated directly by the parties involved. This kind of cooperation is frequently arranged during workshops and working groups meetings, where delegates have the opportunity to meet, exchange ideas and experiences and identify possible channels of further cooperation. As a result, delegates may identify the need to conduct on-site visits to other Ministries in order to learn from a particular experience, or to arrange bilateral or multilateral exploratory meetings to implement a particular agreement or project.

The “Cooperation Fund” will assist the Ministries of Labor that have made a bilateral or multilateral cooperation commitment, by covering the travel expenses of representatives to conduct on-site visits and participate in exploratory meetings. The GS/OAS and HRSDC will further establish the requirements to receive this funding, but in principle, each of the Ministries involved should send a letter to the GS/OAS explaining the needs addressed, purpose and activities of the on-site visit or exploratory meeting. The GS/OAS and HRSDC will evaluate each of the requests for funding received and will select those with higher merit, giving priority to the requests that contemplate a co-financing scheme.

The parties involved will produce a final report of the cooperation activity and will send it to the GS/OAS. The commitment to make this report will be a requirement for receiving funding.

During this Second Phase of the RIAL, the “Cooperation Fund” will cover airfare and per diem, based on the amount of available resources in the fund, which is contingent on the unused funds of activities 1 to 4 of this proposal.

### **Activity 6: Monitoring and evaluation**

At the end of the project, a consultant will be hired by GS/OAS to undertake an overall evaluation of this project and provide recommendations to strengthen the RIAL in the future. This activity, including the development of any terms of reference, will be undertaken in close consultation with HRSDC.

### **ACTIVITIES TIMELINE**

ACTIVITY	2006			2007					
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
1. Workshops									
1.1. Labor rights of migrant workers									
1.2. WG mtg and technical assistance workshop									
1.3. Americas in the IALI Conference									
2. Gender project foundations									
2a. Meeting									
2b. Issue paper									
3. Identification and systematization									
4. Publications									
5. RIAL Cooperation Fund*									
6. Monitoring and evaluation									

\*This Fund will operate only if there are unused resources from activities 1 to 4.

### **E - Expected Results**

In general terms, the Inter-American Network for Labor Administration (RIAL) will support capacity-building and professionalization of the Ministries of Labor of the Hemisphere, through horizontal cooperation and technical assistance.

Regarding specifically the workshops planned, the expected results are to deepen the cooperation among Ministries of Labor, social actors and international organization, and share regional experiences in the various topics.

### **Section III: Management**

#### **F - Record Management Strategy**

The GS/OAS will use its contact lists and networks to manage this project. It will keep a record of the activities undertaken and of the communications maintained with participating countries.

#### **G - Methods that will be Used to Measure the Project's/Activity's Success**

Activity 1: Workshops on priority areas of the IACML

- Number of participants per workshop.
- Countries and sub-regions represented.
- Involvement of international organizations and financial agencies.
- Participation of social partners.

Activity 2: Gender project design

- Meeting in Washington successfully undertaken with the participation of ILO, CIM, HRSDC and GS/OAS.
- Document produced

Activity 3: Identification and systematization of policies, programs, and projects:

- Number of policies, programs and policies identified.
- Number of responses received from Ministries of Labor and time of response.
- Number of secondary sources identified.
- Updating of the Portfolio of Consolidated Programs completed.

Activity 4: Publications

- Brochure in English and Spanish printed and distributed.
- Newsletter in English and Spanish printed (will be distributed at the XV IACML).

Activity 5: RIAL Cooperation Fund (This fund will operate only if there are unused resources from activities 1 to 4) .

- Number of trips funded.
- Number of bilateral or multilateral meetings facilitated.
- Number of reports submitted by parties involved in bilateral and multilateral cooperation activities.

Activity 6: Monitoring and evaluation

- Evaluation report elaborated

The OAS will submit a Final Report to HRSDC including the indicators mentioned above. The Report will incorporate the results of all the activities of the project and of the work undertaken by consultants under the supervision and guidance of the OAS.



## PROJECT BUDGET

(Shows only budget requested to HRSDC – In Canadian Dollars)

Activity / Actividad	Unit / Unidad	Quantity / Cantidad	Unit Cost/ Costo Unitario	Total Cost/ Costo Total
<b>1.1 Migrants workshop (2 days) - November/December, 06, Canada</b>				
- Airfare tickets for participants (MinLab, COS, CEA, speakers)	Tickets/part.	30	\$1,400	\$42,000
- Perdiem for participants (MinLab, COS, CEA, speakers)	perdiem 3 days	30	\$700	\$21,000
- Logistics and materials (room, coffee breaks, reproduction docs)	Various/sem.	1	\$10,000	\$10,000
- Translation of documents	Various/sem.	1	\$10,000	\$10,000
- Simultaneous interpretation (3 languages/interpreters and eq.)	Interpr/day	2	\$6,000	\$12,000
<b>Subtotal</b>				<b>\$95,000</b>
<b>1.2 Tech Assistance workshop and WG meeting (4 days) - May, 06, Costa Rica</b>				
- Airfare tickets for participants (MinLab, COS, CEA, speakers)	Tickets/part.	25	\$1,200	\$30,000
- Perdiem for participants (MinLab, COS, CEA, speakers)	perdiem 4 days	25	\$700	\$17,500
- Logistics and materials (room, coffee breaks, reproduction docs)	Various/sem.	1	\$10,000	\$10,000
- Simultaneous interpretation (2 languages/interpreters and eq.)	Interpr/day	4	\$3,000	\$12,000
<b>Subtotal</b>				<b>\$69,500</b>
<b>1.3 IALI Conference - participation of the Americas - April 18-20, 06, Ottawa</b>				
- Airfare tickets for participants (MinLab, COS, CEA)	Tickets/part.	25	\$1,400	\$35,000
- Perdiem for participants (MinLab, COS, CEA)	perdiem 3 days	25	\$700	\$17,500
<b>Subtotal</b>				<b>\$52,500</b>
<b>2. Gender project foundations</b>				
<b>2-day meeting in Washington D.C.</b>				
- Travel of 4 ILO and CIM experts	Travel/partic.	4	\$2,500	\$10,000
- Logistics	Various/mtg	1	\$1,000	\$1,000
1 consultants to elaborate an issue paper with guidelines for action				
- Consultant	contract	1	\$11,500	\$11,500
<b>Subtotal</b>				<b>\$22,500</b>
<b>3. Identification and systematization of policies and programs</b>				
- Full-time consultant for 7 months	const/month	7	\$3,000	\$21,000
- Part-time consultant for 7 months (website)	Travel/partic.	7	\$1,500	\$10,500
<b>Subtotal</b>				<b>\$31,500</b>
<b>4. Publications</b>				
- Brochure in English and Spanish of the R/IAL	Various	1	\$10,000	\$10,000
- RIAL newsletter in English and Spanish	Various	1	\$10,000	\$10,000
<b>Subtotal</b>				<b>\$20,000</b>
<b>5. RIAL Cooperation Fund (*)</b>				
<b>6. Monitoring and evaluation</b>				
- Consultant to undertake overall evaluation	contract	1	\$5,000	\$5,000
<b>Subtotal</b>				<b>\$5,000</b>
<b>SUBTOTAL PROJECT COSTS (Activity related)</b>				<b>\$296,000</b>
Overhead (5%)				\$14,800
<b>TOTAL PROJECT COSTS</b>				<b>\$310,800</b>

(\*) This Fund will operate only if there are unused resources from activities 1 to 4.

## ANNEX 2

### Installment Schedule

Date	Payment	Amount
October 23, 2006	1	\$155,400 (CDN)
January 15, 2007	2	\$155,400 (CDN)