



International
Labour
Office
Geneva

**Supplementary Understanding between
the Government of Myanmar and the
International Labour Office,
and other associated documents**

**Understanding between the Government of the Union of Myanmar
and
the International Labour Office
concerning the appointment of an ILO Liaison Officer in Myanmar**

Considering, on the basis of the report of the ILO High Level Team (HLT) and the subsequent discussion of this report by the Governing Body of the ILO, that the establishment of continued and effective ILO representation in the country is essential to assist the Myanmar Government in its efforts to ensure the prompt and effective elimination of forced labour in that country;

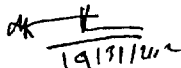
Noting paragraph 6 of the conclusions of the Governing Body on the said report under which the Director-General of the ILO is requested to pursue the dialogue with the Myanmar Government in order to define the modalities and parameters of the ILO representation;

Recognising the desirability of maintaining momentum and opening a new phase in relations as soon as possible;

The Government of the Union of Myanmar has agreed to the appointment of an ILO Liaison Officer in Myanmar by the Director-General of the ILO not later than June 2002, pending the establishment of an ILO presence capable of contributing effectively towards the objective defined in the first preambular above. The functions of the Liaison Officer shall be on the basis of the following principles:-

- (i) The functions of the Liaison Officer shall cover all activities relevant to the objective spelt out in the first preambular paragraph of the Understanding.
- (ii) The facilities and support extended to the Liaison Officer shall enable him/her to effectively assist in carrying out all the activities referred to above, and his/her status and privileges shall be the same as accorded to the officials of comparable ranks of the United Nations in accordance with the specific agreements and understandings concluded between the Government and the United Nations.

Detailed modalities concerning the appointment of the liaison officer may be worked out between the two sides.


19/3/02

(Mya Than)
Permanent Representative
Permanent Mission of the Union of Myanmar


19/3/02
(Kari Tapiola)
Executive Director
International Labour Office

Geneva
19 March, 2002

Supplementary Understanding

In the framework of the Conclusions adopted by the 95th Session of the International Labour Conference (Geneva, June 2006) in order to give full credibility to their commitment to effectively eradicate forced labour, the Government of the Union of Myanmar and the International Labour Organization have agreed to adopt the present Understanding relating to the role of the Liaison Officer with respect to forced labour complaints channelled through him/her, which supplements the "Understanding between the Government of the Union of Myanmar and the International Labour Office concerning the Appointment of an ILO Liaison Officer in Myanmar" (Geneva, 19 March 2002) as follows.

Object

1. In line with the recommendations of the High-Level Team (Report, GB.282/4, 282nd Session, Geneva, November 2001, para.80) to the effect that victims of forced labour should be able to seek redress in full confidence that no retaliatory action will be taken against them, the object of the present Understanding is to formally offer the possibility to victims of forced labour to channel their complaints through the services of the Liaison Officer to the competent authorities with a view to seeking remedies available under the relevant legislation and in accordance with the Forced Labour Convention No.29 (1930). This Understanding is without prejudice to other steps to accommodate the requests of the competent supervisory bodies of the ILO.

I. Treatment of complaints of forced labour

2. In accordance with the objective of the appointment of a Liaison Officer, the functions assigned, and the facilities extended to him/her under the March 2002 Understanding, any person or their representative(s) bona fide residing in Myanmar shall have full freedom to submit to the Liaison Officer allegations that the person has been subject to forced labour together with any relevant supporting information.

3. In accordance with his/her role of assisting the authorities to eradicate forced labour, it shall be the task of the Liaison Officer and/or any person that he/she may appoint for that purpose to examine the complaint objectively and confidentially, in the light of any relevant information provided or that he/she may obtain through direct and confidential contact with the complainant(s), their representative(s) and any other relevant person(s), with a view to making a preliminary assessment as to whether the complaint involves a situation of forced labour.

4. The Liaison Officer will then communicate to the relevant Working Group established by the Government of the Union of Myanmar those complaints which he/she considers to involve such a situation of forced labour, together with his/her reasoned opinion, in order for these cases to be expeditiously investigated by the most competent

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civilian or military authority concerned as appropriate. In minor cases the Liaison Officer may at the same time provide suggestions on ways in which the case could be settled directly among those concerned.

5. The Liaison Officer shall at all times during and after the treatment of the case have free and confidential access to the complainant(s), their representative(s) and any other relevant person(s) to verify that no retaliatory action has been taken. The Liaison Officer shall be informed by the authorities of any action taken against the perpetrator(s) with its motivation. In the event that penal action is taken he/she will have full freedom to attend any relevant court sittings personally or through a representative, in accordance with law.

6. The Liaison Officer will report through the ILO Director-General to the Governing Body at each of its sessions on the number and type of complaints received and treated under the above provisions as well as their outcome. He/she will provide at the end of the trial period his/her evaluation as to whether the scheme has been able to fulfill its objective, any obstacle experienced, and what possible improvements or other consequences could be drawn from the experience, including its termination. These interim and final reports will be communicated in advance to the authorities for any comments they would like to make.

II. Guarantees and facilities to be accorded to the Office in the discharge of the above responsibilities

7. The facilities and support extended to the Liaison Officer under the March 2002 Understanding and the present Understanding shall include timely freedom to travel for the purpose of establishing the contacts referred to in paragraph 3. While the designated representative of the Working Group may accompany the Liaison Officer, assist him/her at his/her request or otherwise be present in the area he/she is visiting in particular for security reasons, this presence should in no way hinder the performance of his/her functions, nor should the authorities seek to identify or approach the persons he/she has met until such time as he/she has completed his/her task under paragraph 3.

8. The two sides recognize that appropriate steps are to be taken to enable the Liaison Officer or his/her successor to effectively discharge the additional work and responsibilities arising out of this Understanding. The necessary adjustments will be made to the staff capacity available to him/her in a reasonable time, to meet the workload after due consultation.

9. Complaints submitted under the present Understanding shall not be a ground for any form of judicial or retaliatory action against complainant(s), their representative(s) or any other relevant person(s) involved in a complaint, at any time either during the implementation of the arrangements in the present Understanding or after its expiration, whether or not the complaint is upheld.

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III. Time frame and trial period

10. The arrangements in the present Understanding shall be implemented on a trial basis over a period of 12 months that may be extended by mutual agreement.

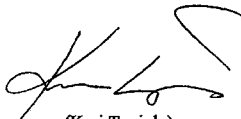
11. It will then, subject to any modification that may appear appropriate and acceptable to both parties, either be consolidated or terminated in the light of the evaluation referred to in part I.

12. During the trial period, in the event that either party fails demonstrably to fulfill its obligations under the March 2002 Understanding or the present Understanding, the other party may terminate the mechanism by giving one month's notice in writing.

IV. Miscellaneous

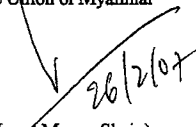
13. The Government of the Union of Myanmar and the International Labour Organization shall give adequate publicity to the present Understanding in the appropriate languages.

For the International Labour Organization



(Kari Tapiola)
Executive Director

For the Government of
the Union of Myanmar



(Nyunt Maung Shein)
Ambassador/Permanent Representative

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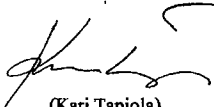
Minutes of the Meeting

The text, attached hereto, reflects the agreement between the Government of the Union of Myanmar and the International Labour Organization on a Supplementary Understanding relating to the role of the Liaison Officer with respect to forced labour complaints channelled through him/her, which supplements the "Understanding between the Government of the Union of Myanmar and the International Labour Office concerning the Appointment of an ILO Liaison Officer in Myanmar" (Geneva, 19 March 2002).

It is understood that:

1. In connection with operative paragraph 1, last sentence, the Understanding cannot effect constitutional obligations under ratified Conventions, including reporting obligations under article 22 of the Constitution, and thus cannot prejudice the responsibilities that the competent supervisory bodies (Committee of Experts and the Committee on the Application of Conventions and Recommendations of the ILC) are called upon to discharge in that connection;
2. In connection with operative paragraph 4, the ILO agrees that in line with the whole purpose of the mechanism, and the specific concern reflected in this paragraph with respect to the subsequent investigation of the complaint by the Myanmar side, the assessment of the Liaison Officer should be carried out expeditiously;
3. The original of this Understanding has been written and signed in English. If this Understanding is translated into a language other than English, the English version shall govern and prevail;
4. This Understanding shall enter into force upon its signature by the authorized representatives of the parties.

For the ILO



(Kari Tapiola)
Executive Director
Standards and Fundamental Principles
and Rights at Work
International Labour Office
Geneva

For the Union of Myanmar



(Nyunt Maung Shein)
Ambassador
Permanent Representative
Permanent Mission of
the Union of Myanmar
to the United Nations and other
International Organizations
in Geneva

Geneva, 26 February 2007

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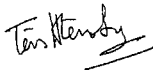
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**An Agreement for Extension to the Supplementary Understanding and
its Minutes of the Meeting dated 26th February, 2007, done at
Geneva**

This Agreement is hereby concluded between the Government of the Union of Myanmar and the International Labour Organization represented by the undersigned authorized representatives. Noting Clause 10 of the Supplementary Understanding (hereinafter SU) and the Minutes of the Meeting dated 26th February, 2007, (hereinafter Minutes of the Meeting) it is herewith agreed as follows:-

- 1. Both parties agreed to extend, on the same trial basis, the SU and its Minutes of the Meeting being an integral part of the SU, for one year with the extension period commencing on 26th February, 2008, to the day one year thereafter being 25th February, 2009.**
- 2. The spirit and letters of the SU and the Minutes of the Meeting remain *in toto* unchanged.**
- 3. The SU and the Minutes of the Meeting shall continuously remain in legal effect upon signing by the authorized representatives of the parties mentioned below.**
- 4. This agreement will be submitted to the Governing Body in accordance with its conclusions at its 300th Session.**

This Agreement is done at Nay Pyi Taw, the Union of Myanmar on the 26th day of February, 2008.



**(Brig-Gen. Tin Tun Aung)
Deputy Minister
Ministry of Labour**

Government of the Union of Myanmar



**(Mr. Karl Tapiola)
Executive Director
International Labour Office**