

INTERNATIONAL LABOUR OFFICE

OFFICIAL BULLETIN

VOLUME LXI
SERIES A
1978



Agreement between the International Labour Organisation and the African Development Bank

The International Labour Organisation (hereinafter referred to as the ILO) and the African Development Bank (hereinafter referred to as the ADB):

Desirous of contributing to the achievement of the objectives which they have in common, and more particularly to the promotion in Africa of vocational training, management development, manpower planning and organisation, industrialisation and productive and full employment,

Conscious of the urgent need to improve conditions of life and work in Africa with a view to raising the standards of living of the African peoples, and

Further conscious of the desirability of promoting to this end a closer relationship between pre-investment and investment activities;

Have agreed on the following:

ARTICLE I

Purpose

The purpose of the present agreement is to facilitate collaboration between the ILO and the ADB in matters of common interest to them and particularly in the following activities:

- (a) studies on matters within the competence of the ILO which the ADB may need from time to time;
- (b) identification of projects considered suitable for financing by the ADB;
- (c) assistance to governments in the preparation of such projects;
- (d) study of requests for projects to be financed by the ADB;
- (e) technical assistance within the competence of the ILO as may be required for the implementation of ADB projects;
- (f) evaluation and appraisal of the results achieved through projects financed by the ADB and suggestions for possible follow-up action; and
- (g) mutual co-operation in all other aspects which are consistent with the objectives of both organisations and the spirit of this agreement.

All collaboration in the above-mentioned fields of activity between the ILO and the ADB shall be effected in such a way as to add to, complement or enhance similar regional or international efforts.

ARTICLE II

Mutual Consultation

The ILO and the ADB will consult whenever found necessary on matters of common interest for the purpose of furthering the effective achievement of the objectives they have in common; and to ensure the greatest possible co-ordination of activities with a view to utilising to the full the resources of the two organisations.

ARTICLE III

Exchange of Information

1. The ILO and the ADB will combine their efforts to use their statistical and legislative information and other data to the best effect, by collection, analysis, publication and diffusion of such information and data, subject to such arrangements as may be necessary for safeguarding the confidential character of any part thereof.

2. The ILO will be kept informed by the ADB of developments in the work of the latter which are of interest to the ILO. Likewise the ADB will be kept informed by the ILO of developments in the work of the latter which are of interest to the ADB.

3. Subject to such arrangements as may be necessary for the safeguarding of confidential material, the fullest and promptest exchange of information and documents concerning activities and matters of common interest will be made between the ILO and the ADB.

ARTICLE IV

Financial Provisions

1. The ADB shall assume responsibility for the following expenses:

- (a) International and local travel costs and subsistence allowance of personnel provided or recruited by the ILO under this agreement in connection with preparation, appraisal or follow-up missions mounted by the ADB.
- (b) Fees or salaries of consultants or additional staff recruited for such missions by the ILO at the request of the ADB.
- (c) Secretariat services and office space for such personnel.

2. For activities undertaken by the ILO in relation to preparation, appraisal or follow-up missions, the ADB shall assume responsibility for the following expenses:

- (a) expenses incurred in the identification of projects undertaken at the request of the ADB;
- (b) expenses incurred in studies within the competence of the ILO, but undertaken at the request of the ADB; and
- (c) the cost of publication of such studies.

3. The ADB's contribution to ILO programme support costs (overheads) in respect of preparation, appraisal or follow-up missions shall be limited to the payments provided in paragraphs 1. and 2. of this Article.

4. The ADB shall assume responsibility for all expenses entailed in the technical assistance necessary for the implementation of projects financed by it. These expenses shall include a contribution to programme support costs (overheads) incurred by the ILO in arranging and providing such assistance: the amount shall be agreed between the ILO and the ADB and shall be included in the project budget.

5. If compliance with a request for assistance made by either organisation to the other would involve substantial expenditure for the organisation to which the request is addressed, the agreement of that organisation shall be obtained prior to the project being undertaken.

ARTICLE V

Reciprocal Representation

For the purpose of furthering the effective accomplishment of their common objectives in Africa, the ILO will invite the ADB to be represented at meetings of the International Labour Conference and at such other meetings within or particularly concerning the African region, convened under its aegis. Similarly, the ADB will invite the ILO to be represented at meetings of the Board of Governors of the ADB and at such other meetings of interest to the ILO convened under the aegis of the ADB.

ARTICLE VI

Administrative Arrangements

The Director-General of the International Labour Office and the President of the African Development Bank will make appropriate administrative arrangements to ensure effective collaboration and liaison between the staff of the two organisations.

ARTICLE VII

Entry into Force, Modification and Duration

1. The present agreement will enter into force from the date on which it is signed by the authorised representatives of the ILO and the ADB.
2. The Agreement may be modified with the consent of the two parties.
3. Either of the parties may denounce the agreement by giving six months' notice to the other party.

In witness whereof, the President of the African Development Bank, duly authorised by the Board of Governors of the African Development Bank, and the Assistant Director-General (Treasurer and Financial Comptroller) of the International Labour Office, duly authorised by the Director-General under authority of the Governing Body of the International Labour Office, sign the present Agreement in duplicate in both English and French, both texts being equally authoritative.

Abidjan, 18 April 1977.

For the African
Development Bank:

(Signed): Dr. Kwame D. Fordwor
President.

For the International
Labour Organisation:

(Signed): Patrick M. C. Denby
*Assistant Director-General,
Treasurer and Financial Comptroller.*

MEMORANDUM OF UNDERSTANDING ON WORKING ARRANGEMENTS BETWEEN THE INTERNATIONAL LABOUR OFFICE AND THE AFRICAN DEVELOPMENT BANK/AFRICAN DEVELOPMENT FUND

ARTICLE 1

Purpose

The purpose of the present memorandum is to establish working arrangements, as envisaged by the Agreement between the International Labour Organisation and the African Development Bank for the co-operation between the International Labour Office (herein referred to as ILO) and the African Development Bank and the African Development Fund (herein collectively referred to as ADB). These arrangements shall also apply to any funds administered by the ADB which may be available for such co-operation.

ARTICLE 2

Scope

(a) The ADB and the ILO shall co-operate to provide assistance to countries of common membership in the technical fields of competence of the ILO including in particular vocational training, management development, manpower planning and organisation, industrialisation and productive and full employment, labour-management relations, workers' education, conditions of work and improvement of the working environment, social security, rural training and development and co-operatives.

(b) The methods of such co-operation shall generally be as provided for in the Agreement; further co-operative arrangements may be developed as necessary from time to time by the two organisations in mutual agreement.

(c) The ILO shall participate where appropriate in ADB economic, sector, project appraisal and project supervision missions.