



Governing Body

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Legal Issues and International Labour Standards Section

LILS

Legal Issues Segment

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Agreements concluded with other international organizations

Proposed agreement between the International Labour Organization and the International Civil Aviation Organization and proposed agreement between the International Labour Organization and the African Union

Purpose of the document

This document submits to the Governing Body for approval the text of two draft Agreements between the International Labour Organization (ILO) and the International Civil Aviation Organization (ICAO) and between the ILO and the African Union (AU) (see the draft decision in paragraph 11).

Relevant strategic objective: All.

Main relevant outcome: Enabling outcome A: Authoritative knowledge and high-impact partnerships for promoting decent work.

Policy implications: None.

Legal implications: For the duration of the agreements, reciprocal invitations to official meetings.

Financial implications: None.

Follow-up action required: Signature of the Agreements by the Director-General on behalf of the ILO.

Author unit: Office of the Legal Adviser (JUR).

Related documents: None.

► Agreement with the International Civil Aviation Organization

1. The International Civil Aviation Organization (ICAO) is the specialized agency of the United Nations dealing with air transport. It was established in 1947 following the entry into force of the Convention on International Civil Aviation concluded on 7 December 1944 in Chicago. The Convention is ratified today by 193 Member States, including all 187 ILO Member States.
2. The ICAO's mission is to serve as the global forum of States for international civil aviation. The Organization has five comprehensive strategic objectives: aviation safety, air navigation capacity and efficiency, security and facilitation, economic development, and environmental protection. The ICAO develops policies and standards, undertakes compliance audits, performs studies and analyses, provides assistance and builds aviation capacity through many other activities and the cooperation of its Member States and stakeholders. The ICAO's main organs are the Assembly and the Council. The Assembly comprises all the 193 Member States and meets not less than once in three years. The Council is composed of 36 Member States elected by the Assembly for a three-year term. The Council appoints the Secretary-General who heads the ICAO Secretariat. More information about the ICAO is available at www.icao.int.
3. To date, the institutional relations between the ILO and the ICAO are reflected in a Memorandum of Understanding signed in 1953 concerning the possible establishment of a joint aviation commission.¹ The ILO has long-standing experience in organizing sectoral meetings and addressing socio-economic issues affecting civil aviation. The first tripartite meeting on civil aviation was held in 1956 and the most recent in 2013.
4. The successive crises, which affected the civil aviation industry from 2000 to 2010, and the need to move towards a sustainable aviation industry, among other factors, pointed to the necessity of renewing the cooperation between the two organizations. In this context, the ILO Global Dialogue Forum on the Effects of the Global Economic Crisis on the Civil Aviation Industry was organized in February 2013 to address recent changes in the civil aviation industry. The points of consensus reached at the Forum contained recommendations including an invitation to the Director-General to consult with the ICAO Secretary-General on ways to strengthen cooperation between the ICAO and the ILO on matters of common interest, and the updating of the 1953 Memorandum of Understanding.² It is also recalled that the programme of global sectoral meetings and other sectoral work for the biennium 2022–23, endorsed by the Governing Body at its 341st Session (March 2021), includes the convening of a technical meeting on a green, sustainable and inclusive economic recovery for the civil aviation sector.
5. In this context, the two secretariats have undertaken discussions since 2018 with a view to revising the institutional and strategic framework of cooperation between the two organizations, placing emphasis on their distinctive features, complementarities and shared interests as UN specialized agencies committed to deliver on the 2030 Agenda for Sustainable Development. The proposed Agreement (Appendix I) seeks to strengthen

¹ ILO, *Official Bulletin*, Vol. XXXVII, 1954.

² GB.319/POL/4, paras 1–6; [Final report](#) of the discussion at the Global Dialogue Forum on the Effects of the Global Economic Crisis on the Civil Aviation Industry, points of consensus, para. 13(b).

collaboration in matters of mutual interest, in particular women and aviation, the future of decent and sustainable work in aviation and data collection. It also provides for joint activities, including research, technical meetings, advisory services, training and the development of guidelines, tools and methodologies. Under the terms of the proposed Agreement on mutual representation, the ILO and the ICAO will each invite representatives of the other organization to participate in its meetings, in accordance with their respective rules. It is proposed that the Agreement be concluded for a period of five years, renewable.

6. The ICAO Council has already reviewed the proposed Agreement and has authorized its President to sign it on behalf of the ICAO.

► Agreement with the African Union

7. The African Union (AU) is a regional organization consisting of 55 Member States. It was officially launched in 2002 as a successor to the Organisation of African Unity (OAU).
8. The AU, established as a unique pan-African continental body, is charged with spearheading Africa's rapid integration and sustainable development by promoting unity, solidarity, cohesion and African common positions on issues of interest to the continent and its people; promoting peace, security, and stability on the continent; as well as developing new partnerships worldwide. To ensure the realization of its objectives and the attainment of the pan-African vision of an integrated, prosperous and peaceful Africa, [Agenda 2063](#) was developed as a strategic framework for Africa's long-term socio-economic and integrative transformation. Agenda 2063 calls for greater collaboration and support for African-led initiatives to ensure the achievement of the aspirations of African people. The work of the AU is implemented through several decision-making organs: the Assembly of Heads of State and Government, the Executive Council, the Permanent Representatives Committee (PRC), Specialised Technical Committees (STCs), and the Peace and Security Council (PSC). The African Union Commission is the AU's secretariat. The AU structure promotes participation of African citizens and civil society through the Pan-African Parliament and the Economic, Social and Cultural Council (ECOSOCC). More information about the AU is available at www.au.int.
9. The collaboration between the ILO and the AU dates back to 1965 with the signing of the first Agreement with the Organisation of African Unity. The two secretariats have undertaken discussions since 2019 with a view to revising the institutional and strategic framework of cooperation between the organizations. The proposed agreement (Appendix II) seeks to strengthen collaboration in a number of areas, in particular on decent work, labour migration for development and integration, inclusive economic growth, employment creation, social security, vocational training and employability.
10. The African Union Commission has already reviewed the proposed Agreement and has agreed to its terms. The Agreement will be signed by the African Union Commission.

► Draft decision

11. **The Governing Body approved the text of the proposed Agreement between the International Labour Organization (ILO) and the International Civil Aviation Organization (ICAO) and the proposed Agreement between the International Labour Organization and the African Union (AU), and authorized the Director-General or his representative to sign the Agreements on behalf of the ILO.**

► Appendix I

Proposed 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

Fax: +41 22 799 8044

4 route des Morillons

CH-1211 Genève 22

Switzerland

email: multilaterals@ilo.org;

4.1.2. For ICAO: Strategic Planning, Coordination and Partnerships Office (SPCP)

Tel.: +1 514-954-8219

Fax: +1 514-954-6077

999 Robert-Bourassa Boulevard,

Montréal, Québec H3C 5H7

Canada

email: 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.

In witness whereof, the undersigned being duly authorized representatives of the ILO and of the ICAO, respectively, have signed, this day of, in two originals, each in the English language.

For the ILO

Guy Ryder
Director-General,
International Labour Office

For the ICAO

Salvatore Sciacchitano
President,
ICAO Council

Date
Place

Date
Place

▶ Appendix II

Proposed agreement between the International Labour Organization and the African Union

The African Union with its headquarters in Addis Ababa, Ethiopia (hereinafter referred to as the "AU"), and the International Labour Organization, with its headquarters in Geneva, Switzerland (hereinafter referred to as the "ILO"), wishing to reaffirm their desire to work together in areas of mutual interest through the present Agreement;

Considering that the AU, established as a unique pan-African continental body, is charged with spearheading Africa's rapid integration and sustainable development by promoting unity, solidarity, cohesion and African common positions on issues of interest to the continent and its people; promoting peace, security, and stability on the continent; as well as developing a new partnership worldwide;

Recognizing that the ILO is an international organization and a specialized agency of the United Nations that brings together representatives of governments, employers and workers, and contributes to the attainment of social justice through the promotion of decent work, encompassing international labour standards, skills development, employment, industrial relations, social protection, and social dialogue, in order to enable men and women to have decent and productive work in conditions of freedom, equity, security and human dignity throughout the world;

Mindful that the AU and ILO collaboration dates back to 1965 with the signing of the first Agreement between the ILO and the Organisation of African Unity and that both institutions share a mutual interest in intensifying cooperation in respect of matters of common concern;

Recalling the Sustainable Development Goals of the 2030 Agenda for Sustainable Development (hereinafter referred to as the "2030 Agenda") and the Agenda 2063: The Africa We Want (hereinafter referred to as the "Agenda 2063"), particularly concerning its Aspiration for "a prosperous Africa, based on inclusive growth and sustainable development" aiming at "a high standard of living, quality of life and well-being for all citizens";

Mindful of the AU-UN Framework on Implementation of the Agenda 2063 and the 2030 Agenda leveraging the comparative advantages and mandates, and the integrated nature of the 2030 Agenda and Agenda 2063, with a resolve to strengthen the partnership between the AU and the United Nations in order to implement activities and programmes for Africa's inclusive, broad-based and sustainable development;

Recalling the ILO Centenary Declaration for the Future of Work, 2019, which calls upon all Member States to further develop the ILO's human-centred approach to the future of work by, amongst others, strengthening the capacities of all people to benefit from the opportunities of a changing world of work and promoting sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all;

Acknowledging the AU Ouagadougou +10 Declaration and Plan of Action on Employment, Poverty Eradication and Inclusive Development in Africa adopted by the AU Assembly of Heads of State and Government in January 2015 anchored in six key priority areas: political leadership, accountability and good governance; youth and

women employment; social protection and productivity for sustainable and inclusive growth; well-functioning and inclusive labour market institutions; labour migration and regional economic integration; and partnership and resource mobilization;

Convinced that the development and strengthening of such cooperation between the AU and the ILO would be of mutual benefit to both Organizations and would enhance cooperation between their Member States, in particular on decent work, labour migration for development and integration, inclusive economic growth, employment creation, social security, vocational training and employability;

Whereas decent work sums up the aspirations of people in their working lives, involves opportunities for work that are productive and deliver a fair income, security in the workplace and social protection for families, better prospects for personal development and social integration, freedom for people to express their concerns, organize and participate in the decisions that affect their lives and equality of opportunity and treatment for all women and men;

Whereas cooperation and collaboration between the Parties would serve their common objectives and render their respective activities more effective and beneficial to their stakeholders;

Have agreed as follows:

Article I

Purpose and scope

The purpose of the present Agreement is to facilitate collaboration between the AU and the ILO, on a non-exclusive basis, in areas of common interest and to establish the arrangements necessary for the implementation of this Agreement. Such collaboration will include, but will not be limited to:

- (a) building synergy and leveraging each institution's mandates and complementarity by coordinating the implementation in Africa of the 2030 Agenda and the Agenda 2063, on decent work, inclusive economic growth, employment creation, vocational training and employability, labour migration and mobility; social protection; transition to formality; child labour and forced labour, and other related areas of work;
- (b) promoting the benefits and jointly mainstreaming the AU's and the ILO's Decent Work Agendas into policy and legal frameworks at the continental, Regional Economic Communities and country levels;
- (c) providing policy guidance and technical support to Member States in addressing future of work-related challenges by placing decent work at the centre of economic and social policies;
- (d) joining efforts on resource mobilization to ensure the effective implementation of AU-ILO programmes and projects;
- (e) enhancing knowledge development through the exchange of relevant information, and documentation, as well as the production of research studies (including data collection, analysis and dissemination);
- (f) mutually cooperating in other aspects that are consistent with the objectives of both Organizations and the spirit of this Agreement.

Article II

Consultation

The ILO and the AU agree that, in order to facilitate the attainment of the objectives of the two Organizations, they will hold regular consultations on the areas of common interest provided for in article I and joint activities provided under article IV. The AU will facilitate the participation of relevant structures such as the African Union Development Agency (AUDA-NEPAD) and the African Peer Review Mechanism (APRM).

Article III

Exchange of information

Subject to such arrangements as may be necessary to safeguard the status of confidential material available to them, the ILO and the AU may exchange information and documentation on matters of common interest and will keep each other informed of current and planned activities of mutual interest for the purpose of identifying areas in which cooperation between them may prove desirable.

Article IV

Joint activities

- (a) The ILO and the AU may, on conditions mutually agreed and within the limits of their resources, carry out joint studies or cooperate in the implementation of specific programmes or projects, relating to matters of common interest.
- (b) Any activities conducted under this Agreement are subject to their inclusion in each Party's respective programme of work and budget and will be carried out in accordance with each Party's respective rules and regulations. Nothing in this Agreement will be construed as interfering with the independent decision-making authority of each Party.
- (c) Arrangements for specific activities or projects will be set forth in separate agreements to be jointly formulated by the Parties within the meaning of article XI.

Article V

Attendance at meetings and reciprocal representation

- (a) Each Party may invite, subject to its rules and procedures, the other Party to meetings that it has convened, when matters of common interest are to be discussed.
- (b) The Director-General of the International Labour Office and the Chairperson of the African Union Commission will each appoint a Liaison Officer to maintain close, direct and continuing contact between the two Parties with a view to ensuring the implementation of the provisions of the present Agreement.

Article VI

Provision of expertise

Each Party may, on conditions to be mutually agreed in each case and within the limits of its resources, make available its experience and expertise to the other.

Article VII

Use of logo

The logo of either Party may only be used by the other Party in connection with the activities that may be undertaken in accordance with article IV subject to the prior written approval of the first Party.

Article VIII

Privileges and immunities

Nothing in or relating to this Agreement will be deemed a waiver of any of the privileges and immunities of either the ILO or the AU.

Article IX

Entry into force

This Agreement will enter into force on the date of its signature by both Parties and supersedes the Agreement between the ILO and the Organisation of African Unity which entered into force on 25 November 1965.

Article X

Duration and termination

- (a) This Agreement will remain in force for a period of five (5) years and may be extended by the Parties.
- (b) The agreement may be terminated by mutual written consent, or by one Party giving the other Party three (3) months' written notice of its intention to terminate this Agreement. Such termination will take effect as of the date specified in the termination notice, provided that the provisions contained herein will remain in effect to the extent necessary to permit an orderly settlement of all arrangements made with respect to ongoing cooperation activities.

Article XI

Amendment and supplementary agreements

- (a) This Agreement may be amended by mutual written consent. Each Organization may give a sympathetic consideration to any amendment proposed by the other Party. Such amendments will enter into force immediately upon their signature, unless otherwise indicated by the Parties.
- (b) The Parties or their organs may by mutual written consent enter into supplementary agreements for the purpose of the implementation of this Agreement.
- (c) Any amendments and supplementary agreements will be appended to and become an integral part of this Agreement.

Article XII

Settlement of disputes

The Parties will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof.

In witness whereof, the undersigned being duly authorized representatives of the ILO and the AU, respectively, have signed, in duplicate in the English language.

In....., this day of

For the International Labour
Organization

For the African Union

Guy Ryder
Director-General,
International Labour Office

African Union Commission