

MEMORANDUM OF UNDERSTANDING

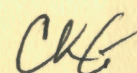
BETWEEN

THE UNITED NATIONS ECONOMIC COMMISSION FOR AFRICA

AND

THE INTERNATIONAL LABOUR ORGANIZATION

**MAY 2025
ADDIS ABABA**



Preamble

This Memorandum of Understanding ("MoU") is entered into by and between the **United Nations Economic Commission for Africa** (hereinafter referred to as "ECA"), having its Headquarters in Addis Ababa, Ethiopia, and the **International Labour Organization**, (hereinafter referred to as "ILO"), with its headquarters in Geneva, Switzerland, collectively referred to as "the Parties" and individually as "the Party";

WHEREAS, the United Nations Economic and Social Council (ECOSOC) by Resolution 671 A (XXV) of 1958, established ECA as one of the UN's five regional commissions with a mandate to promote the economic and social development of its member States, foster intra-regional integration, and promote international cooperation for Africa's development;

RECOGNIZING, that the International Labour Organization (ILO), devoted to advancing social justice and promoting Decent Work, is the only tripartite UN Agency that brings together governments, employers and workers of 187 Member States to set labour standards, develop policies and devise programmes promoting decent work for all women and men;

WHEREAS, both Parties wish to reaffirm their desire to work together in areas of mutual interest and intensify cooperation in respect of matters of common concern through the present MoU;

RECALLING the sustainable development goals of the 2030 Agenda for Sustainable Development, the African Union Agenda 2063: The Africa We Want, and the ILO's Decent Work Agenda;

CONVINCED that the development and strengthening of such cooperation between the ECA and the ILO would be of mutual benefit to both Organizations and would enhance cooperation between their Member States, in particular on decent work and inclusive economic growth for social and economic transformation, including in the context of the Global Coalition for Social Justice;

DESIRING to establish a mutually beneficial cooperation, the Parties have agreed as follows:

Article I DOCUMENTS

- 1.1 This MoU represents the complete understanding between the Parties and supersedes all prior agreements, communications, and representations, oral or written, concerning the subject matter of this MoU.
- 1.2 All annexes to this MoU shall be considered an integral part of the MoU and references to this MoU shall be construed as including any such annexes, as varied or amended in accordance with the terms of this MoU.
- 1.3 To the extent that the Parties wish to create legal or financial obligations with respect to or resulting from any activity contemplated in this MOU, a separate agreement, including financial arrangements, a programme cooperation agreement, a joint-publication agreement, and agreements involving personnel or the use of staff, will be required between the Parties prior to such activity being undertaken.

Article II SCOPE AND PURPOSE

2.1 The Parties will, in accordance with the provisions hereinafter set forth, cooperate to implement a work programme for the execution of activities set out in Article III of this MoU to be agreed in writing by the Parties. All activities carried out in the work programme shall be undertaken in accordance with the rules, regulations, and procedures of the respective institutions. The purpose of this MoU will be as follows:

- Building synergy and leveraging each institution's mandates and complementarity by coordinating the implementation in Africa of Agenda 2030, Agenda 2063, and Decent Work and Social Justice;
- Promoting the benefits and jointly mainstreaming ECA's work and ILO's Agenda on advancing social justice and promoting decent work into policy and legal frameworks at the continental, subregional and national levels;
- Providing policy guidance and technical support to member States in addressing Future of Work-related challenges by placing decent work and social justice at the centre of economic and social policies;
- Joining efforts on resource mobilization to ensure the effective implementation of future ECA-ILO programmes and projects;
- Enhancing knowledge development through the exchange of information, documentation, research, and data collection, analysis and dissemination;
- Mutually cooperate in other aspects that are consistent with the purpose and objectives of both Organizations and the spirit of this MOU.

Article III AREAS OF COOPERATION

3.1 The Parties have identified the following **broad areas of cooperation**, where each Party will share resources and expertise subject to its respective mandates, regulations, rules, policies, and procedures:

1) Pro-employment macroeconomic and sectoral policies

This includes fiscal policies, decent job creation (with a focus on young people, women and skills development), informal economy, sustainable enterprises, inclusive markets and entrepreneurship support systems, productivity, social and solidarity economy, financing for development, and focusing on economic/structural transformation that promotes sustainable job growth.

2) Social protection and labour migration governance

Combining efforts to strengthen labour migration governance and social protection systems, and policy analysis/support on fragility and crisis-affected countries.

3) Strengthening labour statistics and data systems

This involves collaboration on labour market statistics, including time-use surveys, labour migration data, and compliance with international labour standards.

4) Trade, investment, and regional value chains

To advance decent work outcomes in trade and investment frameworks, regional value chains, including through the promotion of responsible business conduct and the inclusion of labour provisions in trade agreements, particularly under the AfCFTA.

5) Climate change, just transition, and the green economy

Working together to promote green jobs and facilitate just transitions towards environmentally sustainable economies and societies.

6) Innovation, digital transformation, and artificial intelligence

Exploring digital technologies, artificial intelligence, and platform economies to enhance employment, productivity, and service delivery.

**Article IV
MECHANISM OF COOPERATION**

- 4.1 The Parties will, on a regular basis, keep each other informed of and consult on matters of common interest, which, in their opinion, are likely to lead to mutual collaboration.
- 4.2 Confidentiality for exchange of information and documents under this MOU will be respected in accordance with each Party's rules and regulations.
- 4.3 Subject to each Party's rules and regulations, the Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations will be subject to the procedures applicable to such meetings or conferences and subject to the availability of necessary funds.
- 4.4 While undertaking any activities pursuant to the provisions of this MoU, the Parties will cooperate to make the best use of their resources and avoid duplication of efforts.
- 4.5 Each Party may seek resources external to this partnership to ensure financial viability of the activities envisioned, when required pursuant to Article 1.3.
- 4.6 The designated focal points shall be responsible for overseeing the implementation and follow-up of all collaborative activities.

Article V
JOINT ACTIVITIES

- 5.1 ECA and ILO may, on conditions mutually agreed upon 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.
- 5.2 Any activities conducted under this MOU 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 MOU will be construed as interfering with the independent decision-making authority of each Party.
- 5.3 Arrangements for specific activities or projects will be set forth in separate agreements to be jointly formulated jointly by the Parties.

Article VI
MISCELLANEOUS PROVISIONS

- 6.1 Notwithstanding anything in this MOU to the contrary, (a) this MOU is an expression of intent and does not constitute a legally binding document; (b) nothing in this MOU shall be construed as creating a legally binding commitment, financial or otherwise (c) all of activities for each Party envisioned in this MOU are subject to the availability of funding and rules and regulations of the respective organization; and (d) any agreements involving personnel or staff member, funding, and/or intellectual property require a separate agreement.
- 6.2. Subject to the rules and regulations of the respective organizations of the parties, each party will consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights thereto, including the necessity of entering into separate agreement (s) to regulate such issues and rights.
- 6.3. Each Party is recognized to be separate and independent from the other, and neither Party has the authority to bind or act on behalf of the other without a written agreement, subject to the rules and regulations of the respective organization for each Party.
- 6.4. Neither this MoU nor any rights hereunder in whole or in part shall be assignable or otherwise transferable by a Party without the express written consent of the other Party, subject to the rules and regulations of each party's organization.
- 6.5. The Parties hereto warrant that at the time of signing this MoU, no conflict of interest exists or is likely to arise in the implementation of their obligations under this MoU.
- 6.6. Subject to the rules and regulations of each party's organization, the confidentiality of any information pertaining to any corporation, individual or group of beneficiaries of activities governed by this MOU and subsequent agreements shall be strictly and fully respected.

Article VII MONITORING AND REVIEW

- 7.1 The Parties will review the progress of work every six (6) months or at such other intervals as either Party considers appropriate, on the status of this cooperation and to discuss policy, technical and operational issues related to furthering the objectives of the cooperation. The results of this review will inform the decision of the Parties on the continuation of collaborative projects as well as determine the strategic benefits brought about by the cooperation to the overall aspirations and programmes of each of the Parties.

Article VIII OFFICIAL CORRESPONDENCE

- 8.1. All correspondence related to this MoU shall be in writing and, unless otherwise agreed by the Parties, shall be addressed to the following authorized representatives of the Parties.

For UNECA

Ms. Yuko Naab
Chief, Partnerships & Resource Mobilization
Office of the Executive Secretary, ECA
Niger Building, P.O. Box 3001,
Addis Ababa, Ethiopia.
Tel: +251 11 544 31523
Fax: +251 11 551 4416
Email: yuko.naab@un.org and
eca-oespartnership@un.org

For ILO

Mr. Khumbula Ndaba
Director, Country Office for Ethiopia,
Djibouti, Sudan, South Sudan, and Somalia &
Special Representative to the AU and ECA
Congo Building, UNECA, P.O. Box 2788
Tel: +251911208647
Email: ndabak@ilo.org

- 8.2 The Parties' designated focal points for the implementation of activities under this MoU shall be:

For ECA

Mr. Aboubakri Diaw, Officer in Charge
Gender, Poverty and Social Policy Division
UN Economic Commission for Africa,
P.O. Box 3001, Addis Ababa, Ethiopia.
Tel: +251-11-55445657
Email: diaw2@un.org

For ILO

Ms. Aida Awel
Chief Technical Advisor
ILO CO Addis Ababa,
P.O. BOX 2788, Addis Ababa, Ethiopia
Tel: +251-11-5444165
Email: aida@ilo.org

- 8.3 Either Party may, in writing, to the other Party, substitute or designate additional representatives.

Article IX
USE OF NAME AND EMBLEM AND PUBLICITY

- 9.1 Neither Party will use the name, emblem or logo of the other Party, or any of its subsidiaries and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case.
- 9.2 The Parties agree to recognize and acknowledge the collaboration under this MoU as appropriate and as allowed by the respective organization's rules and regulations. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgment. This agreement shall be in writing and in compliance with each organization's rules and regulations.

Article X
DURATION, TERMINATION, MODIFICATION

- 10.1 The cooperation under this MoU is non-exclusive and will be valid for a period of five years (5 years), commencing on the date of signature by both Parties and shall remain in force unless terminated by either Party by giving two (2) months' written notice to the other party.
- 10.2 Following appropriate consultations, the Parties may agree to extend and/or amend this MoU through an addendum duly signed by their authorized representatives or by giving written notice to the other Party 30 days before the expiration of this MOU.
- 10.3 Termination of this MOU will not affect any other agreements or arrangements between the Parties, subject to the rules and regulations of the respective organizations.

Article XI
COPYRIGHT, PATENTS AND OTHER PROPERTY RIGHTS

- 11.1 The Parties agree that there are no joint intellectual property rights implied in this MoU.
- 11.2 Entitlement to all intellectual property rights arising from this MoU, including but not limited to patents, copyrights and trademarks, with regard to materials produced and/or published by either of the Parties pursuant to the provisions of the present MoU and/or later amendments, supplements, or agreements or modifications shall be agreed upon in advance in writing by both Parties and shall comply with the respective organization's rules and regulations.

Article XII
OFFICIALS NOT TO BENEFIT

- 12.1 The Parties shall not offer, promise, give, accept or solicit any direct or indirect benefit arising from or related to the implementation of this MoU or the award thereof to any representative, official, employee, or other agent of the United Nations and/or ECA and ILO. The Parties acknowledge and agree that any breach of this provision is a breach of an essential term of this MoU.

Article XIII
AMENDMENT AND SUPPLEMENTARY AGREEMENTS

- 13.1 This MOU may be amended by mutual written consent. Each Organization will give sympathetic consideration to any amendment proposed by the other Party. Such amendments will enter into force immediately upon their signature by both parties, unless otherwise indicated by the Parties.
- 13.2 The Parties may, by mutual written consent, enter into supplementary arrangements or agreements for the purpose of the implementation of this MOU.
- 13.3 Any amendments and supplementary agreements will be appended to and become an integral part of this MOU.

Article XIV
SETTLEMENT OF DISPUTES

- 14.1. The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of the interpretation or application of this MoU. Where the Parties wish to seek an amicable settlement through conciliation, the conciliation will take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules, or according to such other procedure as may be agreed between the Parties.

Article XV
PRIVILEGES AND IMMUNITIES

- 15.1 Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Parties.

Article XVI
COMPLIANCE

- 16.1 The Parties agree to undertake best efforts to ensure that any agreed activities under this MoU are not associated with funds linked to individuals or entities associated with terrorism and/or entities or individuals subject to financial sanctions as appearing in the United Nations Security Council sanctions lists:

<https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>.

Article XVII
COUNTERPARTS AND ELECTRONIC SIGNATURES

- 17.1 Except as may be prohibited by applicable law or regulation, this MOU and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which, when taken together, will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

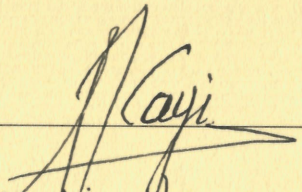
Article XVIII
ENTRY INTO FORCE

- 18.1 This MoU shall enter into force upon signature by the duly authorized representatives of the Parties, effective from the date of the last signature.

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized representative, have signed this MoU in two (2) copies in the English language on the date(s) herein below indicated.

For the ILO

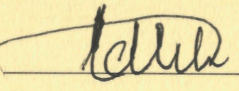
Name: Fanfan Rwanyindo Kayirangwa
Title: Assistant Director General & Regional
Director for Africa

Signature:  _____

Date: 22nd May 2025

**For the United Nations Economic
Commission for Africa**

Name: Claver Gatete
Title: Under-Secretary-General of the United
Nations and Executive Secretary,
Economic Commission for Africa

Signature:  _____

Date: 22nd May 2025

