



United Nations
Economic Commission for Africa



International
Labour
Organization

Memorandum of Understanding

between

The United Nations Economic Commission for Africa

and

**The International Labour Organization
represented by its Regional Office for Africa**

February 2016

PREAMBLE

The United Nations Economic Commission for Africa (hereinafter referred to as “ECA”) with its headquarters in Addis Ababa, Ethiopia and the International Labour Organization, represented by the International Labour Organisation through its Regional Office for Africa (hereinafter referred to as “ILO”), with its headquarters in Geneva, Switzerland, collectively referred to as “the Parties”, reaffirm their desire to work together in areas of mutual interest through the present Memorandum of Understanding (MoU);

ACKNOWLEDGING the utmost importance of data and statistical information for national and global development agenda and the steps taken by ECA to establish the African Centre for Statistics (ACS), with the responsibility of strengthening the production and use of quality statistics for evidence-based policy formulation, programme implementation and monitoring and evaluation of progress towards the achievement of nationally and internationally agreed goals;

RECOGNIZING that the Reference Regional Strategic Framework for Statistical Capacity Building in Africa (RRSF) strongly recommends that countries develop National Strategies for the Development of Statistics (NSDS), covering all sectors and users, with strategies for strengthening their statistical capacity across the entire National Statistical Systems (NSS). Further, noting that RRSF presents a comprehensive and unified framework for continual assessment of evolving user needs and priorities for statistics and for building the capacity needed to meet these needs in a more coordinated, synergistic and efficient manner;

NOTING WITH APPRECIATION the establishment of Regional Statistical Bodies to Promote Statistical Development in Africa such as the Committee of Directors-General of African National Statistical Offices (CoDG) and the Statistical Commission for Africa (STATCOM-Africa). Further noting that STATCOM-Africa is also a forum where the African Symposium on Statistical Development (ASSD), the Forum on Statistical Development in Africa (FASDEV) and other initiatives report on their progress;

ACKNOWLEDGING the role of ILO, through its Department of Statistics, to provide users with relevant, timely and reliable labour statistics, to develop international standards for better measurement of labour issues and enhanced international comparability and to help Member States develop and improve their labour statistics;

NOTING that in doing so, ILO, as the focal point within the United Nations system for labour statistics and measurement of decent work, maintains strong professional relations with national statistical systems and statistics offices of other international organizations;

NOW, THEREFORE, the Parties hereby agree to cooperate as follows:

Article I

Purpose and Scope

- 1.1 The purpose of the present MoU is to facilitate collaboration between ILO Regional Office for Africa and ECA in labour statistics and particularly in the following areas of mutual concern and indicative activities which are set out as a starting point for the partnership as well as the basis for elaborating a commonly agreed work programme. The list does not exclude other areas deemed useful by both Parties.

(a) Development of Labour statistics:

- Enhanced capacities of African member States to conduct regular national labour force and other surveys in order to provide timely relevant, credible and internationally comparable labour statistics
- Improved access to and usage of labour statistics
- Improved data analysis to feed into labour market information systems and other development policies

(b) Youth employment:

- Advocacy work for the sustained production of youth employment statistics for data informed policy making and decent work monitoring
- Enhanced capacities of African member States in data collection and analysis on the nature and dimensions of youth employment and labour underutilization
- Improved access to youth employment statistics through ILOSTAT with updated and comparable information

(c) Social Protection:

- Strengthened capacities on social protection data collection and data analysis
- Increased knowledge base and data dissemination concerning social protection statistics

(d) Labour Migration:

- Strengthened capacities on migration data collection and analysis of relevant national institutions and RECs
- Increased utilization of international statistical standards and labour migration indicators, extended use of common indicators, and expanded

exchange of data in and among RECs

- Data sharing and coordination among national institutions and RECs

(e) *Economic and social fragilities:*

- Improved knowledge base in decent work indicators in fragile States
- Enhanced capacities in socioeconomic indicators in fragile States

Article II

General Agreement, Consultation and Exchange of Information

- 2.1 The Parties agree to maximum cooperation, the elimination of all undesirable duplication of work, and the most efficient use of their technical personnel in the execution of their mandates, specifically in respect to statistical capacity building in Africa.
- 2.2 The Parties agree to combine their efforts to secure the greatest possible usefulness and utilization of statistical information and to minimize the burdens placed upon national governments and organizations from which such information may be collected. In particular, the need to strengthen the internal coordination between ministries of labour and national statistical offices at the national level should be jointly pursued and supported by both organizations.
- 2.3 ECA recognizes the ILO as the appropriate agency for supporting the production, compilation, analysis, publication, standardization and improvement of labour statistics and decent work measurement, without prejudice to the right of ECA to concern itself with such statistics so far as they may be essential for its own purposes or for the improvements of statistics in Africa.
- 2.4 The Parties shall, 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;
- 2.5 Consultation and exchange of information and documents under this Article shall take into consideration the confidential and restricted character of certain information and documents;

Article III

Areas of Technical Cooperation

- 3.1 The ILO Regional Office for Africa will work closely with ECA and/or appropriate bodies and provide the necessary technical support for the development of labour

statistics as part and parcel of the NSDS process, with due consideration to the application of international standards in this area.

- 3.2 In light of the recommendations of STATCOM-Africa I, the Parties will jointly advocate for countries to undertake regular annual production of labour statistics through population censuses, relevant surveys (especially labour force surveys and establishment surveys) and administrative records.
- 3.3 The Parties undertake to carry out joint advisory missions in support of the activities referred to in Article 3.1 and 3.2 above in order to maximize impact while at the same time increasing economy of scale and efficiency.
- 3.4 The Parties will share information on meetings, conferences, workshops and seminars dealing with labour statistics and related topics that are being organized by each of the Organizations, drawing particular attention to issues that they will need to individually and/or collectively address at such fora. They will also exchange information on countries' requests for financial and technical assistance in labour statistics and measurement of decent work.
- 3.5 In support of the above activities, the Parties agree to develop a Joint Action Plan for 2016-2019 on strengthening sustainable labour statistics and related topics within a period of three (3) months from the signing of this MoU. Within this framework, the Parties identify five (5) main areas for collaboration listed under Article 1.1. The Action Plan shall include an implementation plan and detailed logical framework, with clearly budgeted activities over a period of 4 years (2016-2019). The Plan should also identify a core set of statistics to drive regular data collection, assess the current situation in African countries (baseline situation), and establish milestones for the implementation of the Action Plan. The Action Plan will associate other key actors like the AUC and the African Development Bank. Any activity which may involve transfer of funds between the Parties or the creation of intellectual property will be subject to the conclusion of a separate written agreement detailing the rights and obligations of the Parties.

Article IV

Implementation of the Memorandum of Understanding

- 4.1 The Executive Secretary of ECA and the Regional Director of ILO will setup an appropriate mechanism for the implementation of this Memorandum of Understanding as necessary in the light of their respective rules and regulations relevant operating experience of the two organizations.
- 4.2 In the event that the implementation of specific activities requires co-financing, the Parties shall conclude appropriate co-financing agreements in accordance with the applicable regulations, rules and procedures of the ILO and ECA which shall specify the costs or expenses relating to the activity and how they are to be borne by the Parties.

- 4.3 Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract nor shall commit on behalf of the other Party.

Article V

Monitoring and Review

- 5.1 ECA and ILO will annually review progress of work in the priority areas of cooperation and to discuss policy, technical and operational issues related to furthering the objectives of the Partnership. The results of this review will inform the decision of the Parties on the continuity as well as determine the strategic benefits brought about by the partnership to the overall aspirations and theory of change of each of the Parties.

Article VI

Official Correspondence

- 6.1 All communication related to this MoU will be addressed to the people below or their nominees.

For ECA

Ms. Ingrid Cyimana,
Director,
Strategic Planning and Operational Quality
Division,
Niger Building, P.O. Box 3001,
Addis Ababa, Ethiopia.
Tel: +251 11 544 3398
Fax: +251 11 551 4416
Email: icyimana@uneca.org

For ILO

Mr. Aeneas Chuma,
Regional Director, ILO Regional
Office for Africa,
Congo Building, P.O. Box 2788,
Addis Ababa, Ethiopia.
Tel: +251 91 150 2977
Email: chumaac@ilo.org

- 6.2 For the purpose of facilitating the implementation of the working arrangements to be established by the Parties in the framework of this MoU, all correspondences shall be addressed to the following authorised representatives:

For ECA

Mr. Abdalla Hamdok,
Deputy Executive Secretary and
Officer in Charge of the African Center
for Statistics,
Niger Building, P.O. Box 3001,
Addis Ababa, Ethiopia
Tel: +251 544 3040
Email: ahamdok@uneca.org

For ILO

Mr. Aeneas Chuma
Regional Director,
ILO Regional Office for Africa,
Congo Building, P.O. Box 2788,
Addis Ababa, Ethiopia
Tel: +251 91 150 2977
Email: chumaac@ilo.org

6.3 Either party may, in writing, substitute or designate additional representatives.

Article VII

Use of Name and Emblem

- 7.1 Neither Party shall use the name or emblem of the other Party, its subsidiaries, affiliates, or any abbreviation thereof, in connection with its activities or otherwise without the express prior written approval of the other Party in each case.
- 7.2 The Parties agree to recognize, acknowledge and publicize this partnership as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Article VIII

Duration, Termination, Modification

- 8.1 The cooperation under this MoU is non-exclusive and shall have duration of four (4) years commencing on the date of signature by both Parties, unless terminated earlier by either Party by giving two (2) months' notice in advance, in writing to the other Party. The Parties may agree to extend and or amend this MoU through an exchange of letters between them, following appropriate consultations
- 8.2 In the event of termination of the MoU, any supporting documents concluded pursuant to this MoU may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MoU and support documents are brought to a prompt and orderly conclusion.

Article IX

Settlement of Disputes

- 9.1 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 MoU or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either party has notified the other party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, will be resolved through consultation between the Executive Heads of each Party's Organisation. Where the Executive Heads are unable to resolve the dispute, controversy or claim, relating to this MoU, the Parties agree that it will be referred to the Secretary-General of the United Nations for resolution.
- 9.2 This MoU comprise the complete understanding of the Parties in respect of the subject matter herein and supersede all prior agreements to the same subject matter. Failure by either Party to enforce a provision of this MoU shall not constitute a waiver of that or any other provision of this MoU. The invalidity or unenforceability

of any provision of this MoU shall not affect the validity or enforceability of any other provisions herein.

Article X
Privileges and Immunities

10.1 Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations or ECA including its subsidiary organs and the ILO.

Article XI
Entry into effect

This Agreement shall enter into force upon signature by authorized officials of the ECA and ILO and shall remain in force up to 31 December 2019.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

**For the International Labour Organization
(ILO-Africa)**

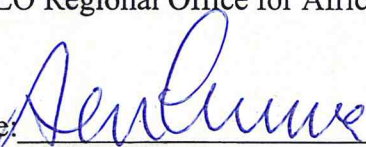
**For the United Nations Economic
Commission for Africa (ECA)**

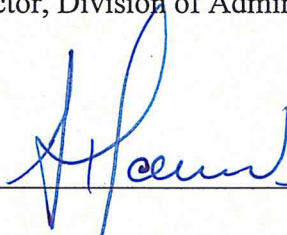
Name: Aeneas Chuma,

Name: Carlos Haddad,

Title: Regional Director,
ILO Regional Office for Africa.

Title: Director, Division of Administration.

Signature: 

Signature: 

Date: 9/01/16

Date: Feb 05, 2016