

Memorandum of Understanding

BETWEEN

THE INTERNATIONAL LABOUR ORGANIZATION

represented by
the International Labour Office (ILO)

In the framework of the “International Labour Organization (ILO) – Irish Aid (IA)
Partnership Programme.”

and

THE GOVERNMENT OF ETHIOPIA
represented by the

Ministry of Labour and Social Affairs

August 2012

Acronyms and Abbreviations

CPOs	Country Programme Outcomes
CRPD	Convention on the Rights of Persons with Disabilities
DWCT	Decent Work Country Team
ECDD	Ethiopian Center for Disability and development
EEF	Ethiopian Employers Federation
EWEF	Ethiopian Women Exporters Forum
FENAPD	Federation of Ethiopian National Associations of Persons with Disabilities
IA	Irish Aid
ILO SRO	International Labour Organization Sub Regional Office
ILO	International Labour Organization
MoE	Ministry of Education
MoLSA	Ministry of Labour and Social Affairs
NPA	National Plan of Action
NPC	National Programme Coordinators
P & B	Programme & Budget
PROPEL	Promoting Rights and Opportunities of People with disabilities in Employment through Legislation
PSC	Programme Support Committee
RTA	Regional Technical Adviser
TDVA	Tigray Disabled Veterans Association
TVET	Technical Vocational Education and Training
UNCITRAL	United Nations Commission on International Trade Law

WHEREAS, consultations have been held between the International Labour Organization, represented by the International Labour Office (ILO), and the Government of the Federal Democratic Republic of Ethiopia (Government of Ethiopia), represented by the Ministry of Labour and Social Affairs (MoLSA – Designated Institution) with respect to the ILO-Irish Aid ‘Partnership Project ‘Promoting Rights and Opportunities of People with disabilities in Employment through Legislation’ (PROPEL). Building on the foundations laid in the previous phases of this Partnership Programme, the fourth phase will focus on promoting the rights and inclusion of persons with disabilities through international instruments that Ethiopia has ratified and national laws and policies.

WHEREAS, the Project, having received the financial support of the Government of Ireland, represented by Irish Aid (IA), aims to contribute in a long-term to poverty reduction and the economic empowerment of women, including women with disabilities, through enterprise development activities.

WHEREAS, the Programme is an inter-regional programme being executed by the ILO with a number of participating countries in Africa, the Asia/Pacific Region and Central and Eastern Europe, and that Ethiopia has expressed an interest in being a participating country in the Programme.

WHEREAS, the focus issue of the Project is considered one of the priorities of the Government of Ethiopia

WHEREAS, the Designated Institution and the ILO have agreed to cooperate in the implementation of the Project in Ethiopia.

NOW THEREFORE, the Government of Ethiopia and the ILO (the Parties) hereby agree as follows

1. The ILO shall make every effort to ensure the timely and full implementation of the Project as described in the Project Document (Annex I).
2. The ILO shall retain overall responsibility for the Project and shall appoint a Regional Technical Adviser (RTA) for the coordination and supervision of the Project in Africa.
3. The implementation of the Project shall involve both employers' and workers' organizations and where appropriate, voluntary member based organizations, non-governmental organizations and other relevant stakeholders.
4. The personnel assigned by the ILO to the Project and under contract with it shall be recruited and employed on the basis of the regulations, rules and directives of the ILO and shall work under the supervision of the ILO Project Regional Technical Advisor – Disability, Addis Ababa . These personnel shall remain accountable to the ILO for the manner in which assigned functions are discharged.
5. The Designated Institution, shall facilitate the services described in the Project Document, as well as ensure the adequate mobilization of relevant human resources, including:
 - a) The appointment of a focal person to work with the National Programme Coordinator (NPC)
 - b) Facilitating the establishment of Project Support Committees (PSCs) as described in the Project document.
 - c) Facilitating the process of mid and final term evaluations for the purpose of improving the implementation of the Projects.
6. The ILO shall endeavor to coordinate its interventions with other ILO Programmes and other organizations' activities that are working on disability rights, inclusion and related issues.
7. Two PSCs shall be created to advise the project - one shall focus on the implementation of the UN CRPD and the other on building media capacity to report on the rights of persons with disabilities. The two PSCs shall be chaired by a representative of the MoLSA.

8. The PSC for UN-CRPD Implementation shall have the following responsibilities:

- Provide advice and guidance on technical matters relating to the achievement of PROPEL's objectives including their implementation in the regions.
- Review, advise on and adopt the annual work plan prepared by the ILO-Project team.
- Review progress and evaluation reports of the ILO-PROPEL project and advise on any required adjustments in the implementation of project activities in order to achieve project objectives that contribute to the effective and sustainable implementation of the UN CRPD through Federal and regional structures to be put in place.
- Facilitate coordination of project activities with national development frameworks and with other ongoing interventions
- Advise on the mobilization of resources for scaling up project activities.
- Facilitate exchange of Ethiopian experience to other African countries in the areas of developing disability rights legislation, public awareness raising and inclusive development.

9. The PSC for Media Capacity Development shall have the following responsibilities:

- Provide advice and guidance on technical matters relating to the achievement of PROPEL's objective of building the Ethiopian media capacity to report on the rights of persons with disabilities.
- Review, advise on and adopt the annual work plan prepared by the ILO-Project team with specific focus on media related outputs and activities.
- Review progress and evaluation reports of the ILO-PROPEL project and advise on any required adjustments in the implementation of project activities related to media capacity development on disability in order to achieve project objective 3.
- Facilitate coordination of project activities with national development frameworks and with other ongoing interventions
- Advise on the mobilization of resources for scaling up project activities relating to media portrayal of persons with disabilities.

10. The ILO's obligations under this Agreement shall be contingent upon receipt of the necessary funds. If funds are not received, the assistance to be provided to the Project under this Agreement may be reduced, suspended or terminated by the ILO with immediate effect. In this event, the ILO shall notify in writing the Designated Institution.

11. The ILO shall not assume any liability in excess of the amount that it has actually received from the Donor to implement the Project in Ethiopia.
12. The ILO shall administer the Project in accordance with its financial regulations, rules, directives and procedures. The Project shall be subject exclusively to the internal and external-auditing procedures provided for in the regulations, rules and directives of ILO.
13. The ILO shall prepare progress reports relating to the Project to be presented to the PSCs. The Designated Institution shall furnish all necessary information and documentation to the ILO so that it may prepare the progress reports relating to the Project.
14. The ILO shall prepare a report of non-expendable equipment purchased by the ILO for the Project within 30 days of its closure. It shall be disposed of in accordance with the ILO's regulations, rules, directives and procedures. The PSCs shall be consulted.
15. The Designated Institution shall enjoy a royalty-free, non-exclusive, non-transferable license to utilize the work that is described in the Project Document. All intellectual property rights including title, copyright and patent rights resulting from the Project shall be vested in the International Labour Organization including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.
16. The ILO may make any changes it deems necessary to the Project Document that affects the work being performed by itself in Ethiopia, after consultations with the PSCs.
17. This Agreement shall remain in force for the duration of the Project as stated in the Project Document, unless terminated earlier by either Party in accordance with the following termination provision.
 - a. After consultations have taken place between the Parties, either Party may give the other Party written notice of termination of this Agreement. Termination shall take effect ninety (90) days after receipt of the notice.
 - b. The obligations assumed under this Agreement shall survive its termination to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds, and property, as well as the settlement of accounts between the Parties and the settlement or termination of contractual liabilities that are required in respect to any personnel, subcontractors, consultants, or suppliers.

18. The Parties may decide to extend the validity of this Agreement by mutual written consent signed by their authorized representatives.
19. The Designated Institution shall handle and be responsible for any third-party claim or dispute arising from operations under this Agreement against the ILO, their officials or other persons performing services on their behalf, and shall hold ILO, its officials and such other persons harmless in respect of such claims or disputes. Where a claim or dispute arises from the gross negligence or willful misconduct of the above-mentioned individuals, the Parties shall consult with a view to finding a satisfactory solution.
20. The Parties shall use their best efforts to settle disputes, controversies or claims between them arising out of or in connection with this Agreement or the interpretation thereof amicably.
21. Any dispute, controversy or claim between the ILO and the Government of Ethiopia arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, which cannot be settled amicably within sixty (60) days, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law ([UNCITRAL](#)) Arbitration Rules by a panel of three arbitrators. One arbitrator will be named by the ILO, one by the Government and the third to be chosen as the presiding arbitrator by agreement of both parties, or in case of failure, by the other two arbitrators thus appointed. The Parties hereto agree to be bound by any arbitration award rendered in accordance with this provision as the final adjudication of any dispute.
22. Nothing in this Agreement or relating thereto shall be construed as constituting a waiver of the privileges and immunities enjoyed by the ILO.
24. In all matters connected with performance under this Agreement, the Government of Ethiopia shall apply to the ILO, its property and assets, officials and any person designated by the ILO to perform services under this Agreement, the provisions of the Revised Standard Agreement concerning technical assistance, signed at Addis Ababa, on 15 March 1958 (292 UNTS 274), as well as a protection equivalent to the one provided for in the Convention on the Privileges and Immunities of the Specialized Agencies (1947) and Annex I thereof relating to the ILO.
25. The Project Document forms an integral part of this Agreement. In the event that the terms contained in the Project Document are incompatible with those contained in this Agreement, then the latter shall govern and prevail. For any matters not specifically covered by this Agreement, the appropriate provisions of the regulations, rules, directives and procedures of the ILO shall apply.

26. The original of this Agreement has been written and signed in English and both Parties waive any rights to have this Agreement written and signed in any other language. If this Agreement is translated into a language other than English, the English version shall govern and prevail.
27. This Agreement, superseding all previous communications on this matter between the Parties, shall enter into force upon its signature by the authorized representatives of the Parties.

Signed on August 28, 2012, Addis Ababa.

For the Ministry of Labour and Social Affairs of the Federal Democratic Republic of Ethiopia	For the International Labour Organization
H.E. Ato Ramadan Ashenafi State Minister	Mr. George Okutho Director, ILO Country Office for Ethiopia and Somalia, Addis Ababa