



International  
Labour  
Organization

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## COOPERATION AGREEMENT

BETWEEN THE  
PAN-AFRICAN PARLIAMENT  
AND THE  
INTERNATIONAL LABOUR ORGANIZATION

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17 AUGUST 2023

## Cooperation Agreement between the Pan-African Parliament and the International Labour Organization

This Agreement is entered into between the Pan-African Parliament (PAP), having its headquarters at Gallagher Estate, Midrand 1685, Johannesburg, South Africa, on the one side and, on the other side, the International Labour Organization, represented by the International Labour Office (ILO), having its headquarters at 4 route des Morillons, CH-1211, Genève 22, Switzerland, hereinafter collectively referred to as "Parties."

### Preamble

**WHEREAS** the PAP is a parliamentary organ of the African Union established, under the Constitutive Act of the African Union and the Protocol to the Treaty Establishing the African Economic Community relating to the PAP, to ensure the full participation of African peoples in the development and economic integration of the continent, with its functions including the promotion of the principles of human rights, democracy, peace and stability in Africa as well as the promotion of good governance, transparency and accountability in African countries and labour rights and standards;

**WHEREAS** 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;

**RECALLING** the longstanding relations between the International Labour Organization and the Organization of African Unity through the Agreement signed on 25 November 1965, which has afforded a basis for development of a closer cooperation between the ILO and the African Union as well as its organs, particularly the PAP;

**NOTING** the signature of the Agreement between the International Labour Organization and the African Union on 3 February 2022 reflecting a shared mutual interest in intensifying cooperation in matters of mutual interest;

**RECALLING** also the sustainable development goals of the 2030 Agenda for Sustainable Development (hereinafter referred to as the "Agenda 2030") and the Agenda 2063: The Africa We Want (hereinafter referred to as the "Agenda 2063"), particularly concerning decent work;

**HAVING REGARD** to the ILO Declaration on Social Justice for a Fair Globalization, 2008, as amended in 2022 which 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, international labour standards, social dialogue and tripartism;

**HAVING REGARD** to the ILO Centenary Declaration for the Future of Work, 2019 which calls upon all Member States to work individually and collectively, on the basis of tripartism and social dialogue, and with the support of the ILO, to further develop its human-centred approach

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to the future of work by, amongst other, 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;

**HAVING REGARD** to the PAP and the ILO's shared aspirations for decent work, which involves opportunities for work that is productive and delivers 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;

**CONSIDERING THAT** cooperation and collaboration between the Parties would strengthen their common objectives and render their respective activities more effective and beneficial to their stakeholders;

**NOW, THEREFORE**, the Parties have agreed to enter into and cooperate under this Agreement as follows:

### **Article 1:** **Purpose and Scope**

1. The purpose of this Agreement is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives.
2. The Parties will act as strategic partners for the purpose of the implementation of this Agreement. All activities carried out under the framework of this Agreement will be undertaken in accordance with the respective rules, regulations and procedures of each Party.

### **Article 2:** **Areas of common concern and means of Cooperation**

1. The cooperation will focus on priority areas identified by the Parties pursuant to the present Article to allow them to respond to newly emerging issues in the realm of advancement of labour rights and standards, including:
  - i. Promotion of fundamental principles and rights at work; promotion of relevant international labour standards on child labour and forced labour, as well as the Violence and Harassment Convention, 2019 (No. 190);
  - ii. Full, productive and freely chosen employment and decent work for all (including issues related to skills and lifelong learning, formalization of the informal economy, sustainability enterprises and productivity, etc.);
  - iii. Ensuring adequate protection for all workers (including social protection, labour migration management, gender and non-discrimination approach).
2. The means of cooperation may include:
  - i. Development, application, and customization of relevant tools and guides;
  - ii. Advocacy with the national and regional legislature to establish/review appropriate legal frameworks and adopt legislative instruments that advance decent work and social justice;
  - iii. Awareness-raising amongst and sensitization of Members of PAP on their mandates

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- and responsibilities in respect of decent work and social justice;
- iv. Capacity development programmes for PAP Committees, Members and Staff on issues relating to decent work and social justice;
  - v. Capacity building of Members of Parliament from the different AU member States on ratification of International Labour Conventions and effective implementation of policies aimed at mainstreaming international instruments relating to labour rights and social justice;
  - vi. Collaborating in the formulation and implementation of PAP-ILO joint operational plans, programmes and projects which the Parties may develop and annex to this Agreement;
  - vii. Joining efforts on resource mobilization to ensure the effective implementation of PAP-ILO joint operational plans, programmes and projects.
3. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.
  4. The priority areas identified by the Parties will be jointly reviewed periodically by the Parties pursuant to the present Article. The date and form of such consultations will be agreed between the Parties.

### **Article 3: Annexes to the Agreement**

1. References to this Agreement will be construed as including any Annexes, as varied or amended in accordance with the terms of this Agreement.
2. Any Annexes will be subject to the provisions of this Agreement, and in case of any inconsistency between an Annex and this Agreement, the latter will prevail.

### **Article 4: Implementation of the Agreement**

1. This Agreement does not in itself give rise to any implication of commitment of resources, financial or otherwise, for either Parties.
2. The Parties may conclude any specific agreements required for the implementation of any activities, projects and programmes pursuant to this Agreement, including those involving the transfer of funds between the Parties.
3. The Parties agree that nothing in this Agreement and the activities implemented hereunder will be interpreted or construed as a total or partial endorsement by one Party of any institutional political position of the other; neither will it affect their respective institutional independence and their freedom in the exercise of their respective mandates.

### **Article 5: Administrative Provisions and Responsibility**

1. The Parties will take appropriate administrative measures to ensure effective and mutually beneficial cooperation.
2. For the purposes of this Agreement, the focal points of the Parties, to which all communications under this Agreement will be addressed, are:

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(a) For the PAP:

Office of the Clerk  
Pan-African Parliament  
18 Richard Dr, Halfway House 1685, Midrand, South Africa  
Email: [clerk@panafricanparliament.org](mailto:clerk@panafricanparliament.org)

(b) For the ILO:

ILO Regional Office for Africa  
Plateau, CCIA Building. Abidjan. Côte d'Ivoire  
01 BP 3960 Abidjan 01.  
Email: [Abidjan@ilo.org](mailto:Abidjan@ilo.org)

3. Except as may be otherwise agreed in writing, each Party will bear its own costs arising out of the implementation of this Agreement.
4. Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this Agreement.

### **Article 6: Fundraising**

1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to paragraph 3 of the present Article, the Parties may engage individually or jointly in fundraising from the public and private sectors to support one or several activities, projects and programmes to be developed or carried out pursuant to this Agreement.
2. Any successful fundraising independently undertaken by one party in relation to this Agreement will however be, as soon as possible, communicated to the other party.
3. Neither Party will engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

### **Article 7: Intellectual Property Rights**

1. This Agreement does not grant the right to use materials belonging to, or created by, either Party. Intellectual property rights, in particular copyright of material such as statistical information, software and maps, made available by a Party to be used to carry out the activities under this Agreement, will remain with the originating Party, which grants the other Party the right to use them for the specific purposes under the conditions stipulated in this Agreement, unless separately negotiated and agreed.
2. 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, unless separately negotiated and agreed.
3. In the event that the Parties foresee that intellectual property that can be protected will be created in relation to a particular activity, project or programme to be carried out under this Agreement, the Parties will negotiate and agree on terms of its ownership and use in a specific agreement.

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**Article 8:**  
**Use of Name and Emblem**

1. The name and 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, paragraph 2 with the prior written approval of the first Party, which will not be unreasonably withheld.
2. The Parties agree to publicly recognize and acknowledge this partnership, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement.

**Article 9:**  
**Privileges and Immunities**

Nothing in or relating to this Agreement will be deemed a waiver, express or implied, of any of the privileges and immunities of the Parties, including their subsidiary organs.

**Article 10:**  
**Confidentiality and data protection**

1. The handling of information will be subject to each Party's confidentiality policies.
2. In the event that the Parties collect, receive, use, transfer or store any personal data in the implementation of this Agreement or subsequent agreements, they will apply the rules and principles of data protection in force within the United Nations System.

**Article 11:**  
**Settlement of Disputes**

1. The Parties will use their best efforts to promptly and amicably resolve, through direct negotiations, any dispute, controversy or claim arising out of or in connection with this Agreement.
2. Should direct negotiation fail to settle the dispute, the Parties will consult and agree on an alternative dispute resolution mechanism for speedy and amicable settlement of the said dispute.

**Article 12:**  
**Entry into Force, Duration, Notification and Amendments**

1. This Agreement will enter into force upon its signature by the duly authorized representatives of the Parties, in accordance with and subject to the completion of all internal processes pertaining to each Party.
2. Once in force, the Parties may make this Agreement publicly available, subject to their own regulations, policies, practices and procedures relating to information.
3. This Agreement will remain in force for a period of five years and may be extended for similar periods after evaluation of the initial implementation period.
4. Each Party will promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this Agreement.

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5. This Agreement may be modified or amended only by written agreement between the Parties.

### Article 13: Termination

1. Each Party will have the right to terminate this Agreement with three months' written notice to the other Party to that effect.
2. Any termination of the Agreement will be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this Agreement or specific agreements pursuant to Article 4 of this Agreement.
3. Upon termination of this Agreement, the rights and obligations of the Parties defined under any other specific agreements pursuant to Article 4 of this Agreement will cease to be effective, except as otherwise provided in the specific agreement in question.
4. 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.
5. The obligations under Articles 7 to 10 will not lapse upon expiry or termination of this Agreement.


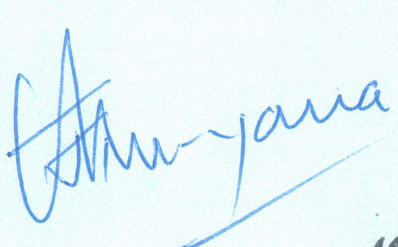
In witness whereof, the duly authorized representatives of the Parties affix their signatures below.

**For the Pan-African Parliament**



**H.E Chief Fortune Zephania Charumbira**  
President  
Pan-African Parliament  
In Midrand, South Africa  
Signed on 17 August 2023

**For the International Labour Organization**



**Jony Musabayana (Mr)**  
South Africa Country Director  
International Labour Organisation  
In Midrand, South Africa  
Signed on 17 August 2023