

African Union, African Regional Bodies

## Inter-African Convention Establishing an African Technical Co-operation Programme

Legislation as at 1 August 1975

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African Union

# Inter-African Convention Establishing an African Technical Co-operation Programme

Published

**Commenced**

*[This is the version of this document at 1 August 1975.]*

We, the African Heads of State and Government, meeting in Ordinary Session at Kampala from July 28th to 1st August, 1975

Having regard to the Charter of the Organization of African Unity particularly to Article 11 (a) and (b);

Considering the fact that co-operation among African countries in the deployment of their human resources is vital and will contribute to the promotion of closer solidarity and economic development among their peoples;

Convinced that contract between the experts of African countries will reinforce the mutual understanding between the peoples of Africa and contribute to the attainment of African unity;

Considering that in some African countries, there are a number of specialists who could be of service to other countries suffering from the shortage of specialized personnel;

Convinced that the establishment of an African Technical Co-operation Programme is the most appropriate method of promoting the employment of African specialists by African States;

Have agreed to establish an Inter-African Technical Co-operation Programme (hereinafter referred to as "The Programme") whose implementation shall be governed by the following provisions:

## Chapter I

### Aim and objective of the Programme

#### Article 1

The African Technical Co-operation Programme, without prejudice to other technical co-operation programmes designed for Africa and organized by countries inside or outside the Continent, shall seek to:—

- (a) Enable African countries with a sufficiency of skilled personnel to make this available to African countries which need them;
- (b) Facilitate comparison of scientific and technological knowledge as well as of experiments and experience relating to development among African countries;
- (c) Give African experts the possibility of further developing their expertise by tackling problems in the host countries ;
- (d) Create and encourage the spirit of co-operation and solidarity among African countries.

#### Article 2

An African Technical Co-operation personnel (hereinafter referred to as "experts") who are the object of the programme shall include:

- Senior cadres with university degrees or equivalent qualifications, and professional experience;
- semi-specialised staff.

## **Chapter II**

### **Recruitment formalities and duration of service under the Programme**

#### **Article 3**

ANY Party to the present Convention which desires to secure the services of an expert, shall submit a request to the General Secretariat of OAU (hereinafter referred to as "Secretariat") at least six months before the expert is due to begin work. The request shall include the following:

- (a) a clear and precise description of the job to be performed by the expert;
- (b) the qualifications and experience the expert should have;
- (c) the place of assignment and agency and/or department to which the expert will be attached;
- (d) the probable duration of the expert's services;
- (e) conditions of service.

The offer of the expert's services may only be validly recorded by the General Secretariat of OAU after the agreement of the Government of which he is a national, and through this Government.

#### **Article 4**

As regards the duration of the expert's services, there shall be two main types of contracts, as follows:

- (a) A medium-term contract (from 6 to 12 months).
- (b) A long-term contract (over 1 year).

Notwithstanding any Party to the present Convention may request the employment of an expert for a period of less than 6 months for assignment to a special mission or as a consultant.

The formalities and procedure governing these short-term contracts shall be identical with those set out in Article 3.

#### **Article 5**

Any Government of an OAU Member State, Party to this Convention, that is desirous of using the services of an expert from another Member State shall conclude an agreement with the latter's Government determining the conditions of service of the expert. However, in the case of an expert from a country still under (foreign) domination, the agreement shall be signed between the recipient State and the Secretary-General of the OAU.

#### **Article 6**

During their assignment and in discharging their duties, the experts shall be responsible solely to the Governments of States which have recruited them.

#### **Article 7**

Subject to the formal agreement of the Government of the State which is the expert's country of origin, or that of the Secretary-General of OAU, should the expert be a national of a country still under (foreign) domination the duration of the contracts governing the experts may be either renewed or extended.

Requests for the renewal or extension of the duration of the expert's services shall be made by the Government of the host country, shall state the motives and give an indication of the proposed renewal or extension three months at least before the expiration of the initial contract.

The opinion of the Government of the expert's country of origin on the renewal or extension of the duration of the contract must be received at least a month before the expiration of the initial contract, failing which the conditions set out in the first sub-paragraph above shall be regarded as having been fulfilled.

### **Article 8**

The Government of the country which enjoys the services of an expert in consultation with the Government of his country of origin, or the Secretary-General of OAU, should the expert be a national of a country still under (foreign) domination, may terminate the expert's contact before the date of its expiration:

- (a) If the services and conduct of the expert are unsatisfactory;
- (b) If the expert participates in activities prohibited in the country;
- (c) If the expert's health is such that he can no longer discharge the duties for which he was employed.

The General Secretariat of OAU shall be kept informed of the arrangements made with regard to the expert.

### **Article 9**

Any expert recruited for a period of over a year shall, in the event of his contract being terminated before the date of its expiration, be given at least 60 days' notice in writing.

For contracts under a year but exceeding three months, the notice given shall be at least 30 days in advance.

In any event, the letter of notification shall state the reasons for breaking the expert's term of service.

### **Article 10**

Apart from the cases provided for in Article 8, any expert engaged for a given period shall complete the term of his contract. In particular the Government of the expert's country of origin may not recall him before the expiration of his contract. However, under exceptional circumstances and after approval of both Governments, the Government of the country of origin may recall the expert.

## **Chapter III**

### **Salaries - allowances and other perquisites**

### **Article 11**

Any expert employed under the Programme shall be paid a salary commensurate with his qualifications and experiences on the basis of common agreement between the two Governments.

### **Article 12**

Any Government which enjoys the services of an expert under the Programme, shall undertake to:

- (a) secure a furnished dwelling-house for the expert and his family or pay him a Housing Allowance which shall be established in advance.
- (b) Exempt the expert from the payment of tax and other fiscal charges that apply to emoluments paid by his country of origin;
- (c) Cover the cost of missions undertaken by the expert in the discharge of his duties or pay him the consequent daily allowances.

### **Article 13**

- (a) The expert is entitled to sick leave on full salary within the limits imposed under the terms and conditions established in the agreement between the recipient country and the donor country.
- (b) Medical care shall be made available to the expert and his dependants under the Programme or their medical expenses shall be reimbursed by the recipient Government.
- (c) The term 'dependant' shall be interpreted according to the host country's legislation.

## **Chapter IV Privileges and immunities**

### **Article 14**

Any Government enjoying the services of an expert under the Programme shall undertake to:

- (a) Exempt the expert from any obligation in connection with national service;
- (b) Authorize the expert and his family to enter and leave the country at any time and supply him with work and residence permits free of charge;
- (c) Exempt the expert from the payment of customs import and export duties for personal effects imported by him within six months of his arrival in the country subject to the re-exportation of these articles at the end of his term of duty. The term 'personal effects' shall include the following articles: personal and household effects, instruments and equipment needed for the discharge of his duties. The six months' time limit shall be waived in exceptional cases.
- (d) Authorize the expert to import or purchase a duty-free car.
- (e) Without prejudice to the issuing of Special identification documents to the expert by the host country the General Secretariat of the OAU shall also devise and issue a Laissez-Passer to the expert which would enable him to enjoy the protection of the national authorities in the exercise of his duties.

### **Article 15**

1. In the event of injury, occupational illness or death arising out of and in the course of the performance of his duties, the expert or his nearest of kin, shall be entitled to compensation paid by the host Government.
2. In the event of damage caused to a third party by an expert in the discharge of the duties assigned to him under the Programme, the Government of the host country shall be entirely responsible in and on his behalf unless it is expressly proved that he has been guilty of a deliberate intent, a grave error or gross negligence.

### **Article 16**

Any expert engaged under the Programme shall have the right to transfer to his country of origin:

- (a) 50% of any local earnings per annum for the duration of his contract;
- (b) The full amount of any accumulated savings during service at the end of his contract.

The Government of the recipient country shall undertake to authorize the purchase of foreign currency necessary to carry out the transactions referred to above.

## **Chapter V**

### **Annual leave and home leave**

#### **Article 17**

Any expert engaged under the Programme shall be entitled to a month's annual leave per annum. Leave-taking shall be subject to the exigencies of the service and the expert may be required to take his leave during a period determined by the authorities of the host country.

Provisions shall be made for delays en route according to the geographical position of the country of origin, its being understood that the expert shall take the most direct route.

Annual leave may be accumulated, but no expert may carry forward more than two months of annual leave.

#### **Article 18**

Any expert serving under the Programme shall be entitled to home leave once in two years:

- (a) Provided he is employed for a period of three (3) years at least.
- (b) Provided, if he is engaged for a period of two (2) years, his contract is extended for another year at least.

The country where home leave is spent shall be the expert's country of origin, or in the case of expert from countries still under (foreign) domination, any country of their choice.

## **Chapter VI**

### **Travel expenses of the expert and his dependants**

#### **Article 19**

The country enjoying the services of an expert under the Programme shall pay or reimburse the travel expenses of the expert under the following circumstances:

- (a) On engagement;
- (b) When the expert goes on a mission;
- (c) When he proceeds on home leave;
- (d) When his services come to an end;
- (e) When the expert dies.

#### **Article 20**

The host country shall pay or reimburse the travel expenses of the dependants of the expert engaged under the Programme;

- (a) On engagement provided the expert is recruited for a period of at least one year and the journey is undertaken by his dependants more than six months before the end of the expert's contract;
- (b) When the expert goes on home leave, provided his dependants accompany him or travel separately;
- (c) When the services of the expert come to an end;
- (d) When any one of his dependants dies.

### **Article 21**

The travel expenses to be met or reimbursed by the host country under this Convention shall be:

- (a) Transport costs (cost of ticket) plus ten kilogrammes of excess baggage;
- (b) Any unforeseen but justified expenses in the course of the journey excluding expenses on excess baggage.

Experts shall avoid any expenditure which an individual travelling on his own account deems unreasonable.

### **Article 22**

The host country shall meet or reimburse the expenses for the removal of an expert's personal effects:

- (a) on first contract of at least two years provided that the interested party has over a year's service still to run in the country after the expected date for the arrival of his personal effects;
- (b) when his services end, provided the interested party has been engaged for at least two years or has completed at least two years' continuous service and his personal effects are removed in the course of the year following the end of his service.

The maximum amount of personal effects for shipment which will vary according as to whether the expert is alone or accompanied by his family, as well as the mode of transport, shall be determined by the recipient country in advance.

Personal effects shall be carried in the manner the host country deems most economical.

## **Chapter VII Miscellaneous provisions**

### **Article 23**

A Bureau for this technical co-operation, hereafter referred to as "the Bureau" shall be established within the General Secretariat of the OAU. The Bureau shall undertake consultation with Member States, the UN and its specialized Agencies and the different Regional Economic Communities for the implementation of this programme.

### **Article 24**

The functions of the Bureau shall be as follows:

- (a) To collect, classify, and disseminate information concerning specialists available for the Programme;
- (b) To post all applications for experts from the Member States;
- (c) To assist in the choice of candidates on the established lists and to make their curricula vitae available to the Member States;
- (d) To facilitate all negotiations between the country of origin of the expert and the host country.

### **Article 25**

A technical co-operation fund shall be set up at the level of the Organization of African Unity in order to achieve the aims and objectives of the Programme as defined in Article 1 of Chapter 1. Methods of endowment of management and the nature of the appropriations are to be governed by decision of the Assembly of Heads of State and Government.

## **Article 26**

Contacts that shall be signed between the host country and the country of origin concerning the recruitment of an expert shall be in four copies:

- one copy to be deposited at the General Secretariat
- one to be given to the Expert
- two others shall each be kept by the two Governments.

The two copies shall be originals.

## **Chapter VIII Settlement of disputes**

### **Article 27**

Any dispute between the host Government and the Government of the expert's country of origin, which cannot be settled by any other means shall, at the request of one of the parties to the dispute, be submitted to an appropriate Body of the Organization of African Unity.

## **Chapter IX Signature and ratification, entry into force**

### **Article 28**

1. This Convention which shall be permanent is open for signature and adherence by all Member States of the Organization of African Unity and shall be ratified by the signatory States in accordance with their respective constitutional provisions. The instruments of ratification shall be deposited with the Secretary-General of the Organization of African Unity.
2. The Convention shall come into force 30 days after the date of the reception of the tenth instrument of ratification.
3. For all subsequent signatories, the entry into force shall be 30 days after the date of deposit of their instruments of ratification.

### **Article 29 – Accession**

1. All Member States of the Organization of African Unity may accede to this Convention.
2. Accession shall be by way of the deposit of an instrument of accession at the General Secretariat of the Organization of African Unity. It shall come into force 30 days after the date of the deposit.

### **Article 30 – Termination of adherence**

Any Member State, party to this Convention, may decide to withdraw from this Convention by notice in writing to the Secretary-General of the Organization of African Unity. This withdrawal shall come into force six months after the date of the reception of the notice, by the Secretary-General of the Organization.

### Article 31 – Information

The Secretary-General of the Organization of African Unity shall notify the Member States of the Organization of:

- (a) The reception of all instruments of ratification or accession;
- (b) The date on which this Convention comes into force;
- (c) All notices of withdrawal received by virtue of Article 27 of this Convention and the dates they take effects.

In witness whereof, we the African Heads of State and Government of the Member States of the Organization of African Unity have signed this Convention.

Algeria	Benin
Botswana	Ethiopia
Burundi	Gabon
Cameroon	The Gambia
Peoples Republic of the Congo	Ghana
Ivory Coast	Equatorial Guinea
Upper Volta	Guinea
Mauritius	Rwanda
Kenya	Senegal
Lesotho	Sierra Leone
Liberia	Somalia
Libya	Sudan
Madagascar	Swaziland
Malawi	Chad
Mali	Togo
Morocco	Tunisia

Mauritania	Uganda
Niger	The Arab Republic of Egypt
Nigeria	The United Republic of Tanzania
The Central African Republic	Zaire
Zambia	

Given at Kampala (Uganda) this day 1st August 1975.

in Arabic, French and English, all of which shall be equally binding.