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AFRICAN UNITY

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منظمة الوحدة الأفريقية  
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ORGANISATION DE L'UNITE  
AFRICAIN

Secretariat  
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Annex I.

COUNCIL OF MINISTERS

Seventeenth Ordinary Session

June, 1971.

INTER-AFRICAN CONVENTION ESTABLISHING AN  
AFRICAN TECHNICAL ASSISTANCE PROGRAMME



CHAPTER 1

AIMS AND OBJECTIVES OF THE PROGRAMME

ARTICLE 1:

The African Technical Assistance Programme, without prejudice to other technical assistance programmes designed for Africa and organized by countries outside the Region, shall seek to:

- (a) Foster the full use of specialized African manpower in the development of the Continent by making available to African countries where there is a shortage of skilled personnel, redundant specialists in other independent States in the Region and in African countries still under (foreign) domination;
- (b) Promote the exchange of scientific and technological knowledge as well as the comparison of experiments and experience relating to development among African countries;
- (c) Give African experts and civil servants with specialist training the possibility of further developing their expertise by tackling problems in assisted States;
- (d) Create and encourage the spirit of mutual assistance and solidarity among African countries.

ARTICLE 2:

An African Technical Assistance personnel (hereinafter referred to as "experts") which is the object of the programme shall include: senior cadres with university degrees or equivalent qualifications, semi-professional staff and skilled workers from independent African States and African countries still under (foreign) domination.

CHAPTER 11

RECRUITMENT FORMALITIES AND DURATION OF  
SERVICE UNDER THE PROGRAMME

ARTICLE 3:

Any country which is a party to the Convention and desires to secure the services of an African expert, shall submit a request in writing to the General Secretariat of OAU (hereinafter referred to as "the Secretariat") at least six months in advance. The request shall include the following:

- (a) A clear and precise description of the job to be performed by the expert;
- (b) An indication of the level of qualification and experience the expert is expected to have;
- (c) An indication of the place of assignment and the agencies and/or departments to which the expert will be attached;
- (d) An indication of the probable duration of the expert's services;
- (e) An indication of the service conditions.

ARTICLE 4:

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

- (a) A middle-term contract (from 6 to 12 months).
- (b) A long-term contract (over 1 to 2 years).

ARTICLE 5:

Notwithstanding the provisions of Article 4 above, any country which is a party to the Convention may request the employment of an African expert for a period less than 6 months or 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 6:

The Government and the experts shall both sign contracts governing their mutual relations. Any contract of this nature shall be subject to the provisions of this Convention and a copy of the contract shall be forwarded to the Administrative Secretary-General of OAU.

ARTICLE 7:

Experts whose services are required by a Government under the terms of this Convention shall be expected to carry out the duties assigned them by that Government on its behalf.

In discharging their duties, the experts shall be responsible solely to the Government which has recruited them and shall be answerable to it alone. Except with the express authorization of the said Government, they may not render any account to any other Government, persons or organizations apart from the Government in whose interest they are employed, nor receive instructions from them.

ARTICLE 8:

Subject to the formal agreement of the Government of the expert's country of origin, the various types of contract governing African experts may be extended beyond their date of expiration.

Requests for the extension of the duration of the expert's services shall be made by the Government of the recipient country, shall state the motives and give an indication of the proposed 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 possible extension 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 9:

The Government of the country which enjoys the services of an African expert in consultation with the Government of his country of origin, may terminate the expert's contract before the date of its expiration:

- (a) If the services and conduct of the expert are unsatisfactory;
- (b) If the expert participates openly in political 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.

ARTICLE 10:

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 11:

Apart from the cases provided for in Article 7 above, any expert engaged for a given period shall be able to complete the term of his contract. In particular the Government of the expert's country of origin may not on any account recall him before the expiration of his contract.

CHAPTER III

SALARIES - ALLOWANCES AND OTHER  
PREREQUISITES

ARTICLE 12:

Any African expert employed under the Programme shall be paid a salary commensurate with his grade, on the basis of the scale of salaries in force in the recipient country.

If the salary so calculated is less than the salary the expert would be paid in his country of origin, the interested party (i.e. the expert) shall receive a "topping up salary" to be paid by the donor country to his account in his country of origin.

If the salary so calculated is higher than the salary the expert would receive in his country of origin, there shall be no "levelling down deduction".

ARTICLE 13:

Any expert serving under the Programme shall receive similar allowances as those paid to civil servants of similar grade in the country where he is serving.

If the expert is entitled in his country of origin to an allowance not provided for in the country where he is serving, his country of origin shall continue to pay him that allowance subject to the proviso that the expert shall not be paid in the country where he is serving, certain allowances not provided for in his country of origin which would compensate for any loss he might sustain. The amount of the allowance in question shall be paid into his account in his country of origin.

ARTICLE 14:

The allowances described as post-adjustment allowances, separation allowances and any other inducement allowances shall be excluded from the Programme on the grounds that they are not consistent with the spirit of mutual assistance implicit in the establishment of the Programme.

ARTICLE 15:

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

- (a) Secure and furnish suitably a dwelling-house for the expert and his family or pay him a Housing Allowance which shall be established in advance, and which should vary according to the level and status of the expert; such allowance is intended to cover the costs incurred by him for procuring and furnishing a dwelling-house;

- (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 tours undertaken by the expert in the discharge of his duties or pay him suitable daily allowances in addition to the reimbursement of his net expenses for travel and the transport of his baggage.

#### CHAPTER IV

#### PRIVILEGES AND IMMUNITIES

#### ARTICLE 16:

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

- (a) Exempt the expert from any obligation in connexion 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 tour of duty;
- (d) Supply the expert with special identification papers guaranteeing him the aid and protection of the national authorities responsible for ensuring that the tasks assigned to him are fulfilled.

#### ARTICLE 17:

With a view to implementing the provisions of Article 16(c) above, the term "personal effects" shall include the following articles: a motor car, a refrigerator, a radio set, a record player, a tape recorder, a television set and a set of photo and cinema equipment.



ARTICLE 18:

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. Any complaint brought against the expert shall, accordingly, be null and void.

No expert shall be required to repay to the Government of a host country the expenses incurred by that Government for any damage caused by the expert in the discharge of his duties unless it is expressly proved that he has been guilty of a deliberate intent, a grave error or gross negligence.

ARTICLE 19:

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 20:

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 recipient country.

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

ARTICLE 21:

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.

Home leave shall be granted after twenty-one months of service at the latest.

CHAPTER VI

TRAVEL EXPENSES OF THE EXPERT AND HIS  
DEPENDANTS

ARTICLE 22:

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.

ARTICLE 23:

The recipient 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.

ARTICLE 24:

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

- (a) Transport costs (cost of ticket) plus ten kilogrammes of excess baggage;
- (b) Any necessary expenses in the course of the journey.

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

ARTICLE 25:

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

- (a) on a 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 services.

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 recipient country deems most economical.

CHAPTER VII

SERVICE CONTINUATION, PROMOTION AND  
PENSION RIGHTS

ARTICLE 26:

Any African expert engaged under the Programme shall be automatically seconded and, consequently, shall be entitled to remain on the service establishment of his country of origin.

ARTICLE 27:

The country of origin of an expert recruited under the Programme shall guarantee his right to promotion. In this connexion, any creditable service given in the recipient country shall count among the factors considered for promotion.

ARTICLE 28:

Any expert engaged under the Programme shall continue to enjoy his pension rights.

Throughout the duration of his contract, the expert's country of origin shall be responsible for the contribution by the State and also for the personal contribution of the expert to the national pension scheme in accordance with the provisions of the State and on the basis of his local salary.

Nevertheless, if the expert's country of origin provides "topping up salary", the expert's personal contribution to the national pension scheme shall be paid out of such allowance.

CHAPTER VIII

SETTLEMENT OF DISPUTES

ARTICLE 29:

Any dispute between the recipient Government and an expert or between the recipient Government and the Government of the expert's country of origin, arising directly or indirectly from the working conditions of the expert, which cannot be settled by any other means shall, at the request of one of the parties to the dispute, be submitted to the Commission of Conciliation, Reconciliation and Arbitration of the Organization of African Unity.

CHAPTER IX

SIGNATURE AND RATIFICATION

ARTICLE 30:

This Convention shall be 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 Administrative Secretary-General of the Organization of African Unity.

ARTICLE 31:

The original instrument, drafted, if possible in African languages as well as French and English, each of the texts being equally authentic, shall be deposited with the Administrative Secretary-General of the Organization of African Unity.

ARTICLE 32:

Any independent African State which is a member of the Organization of African Unity, may at any time notify the Administrative Secretary-General of the Organization of African Unity of its adherence to the Convention.

CHAPTER X

EFFECTIVE DATE OF OPERATION

ARTICLE 33:

This Convention shall come into force as soon as a third of the Member States of the Organization of African Unity have deposited their instruments of ratification.

CHAPTER XI

AMENDMENT

ARTICLE 34:

This Convention may be amended or revised if a Member State submits such a request in writing to the Administrative Secretary-General subject, however, to the proviso that the proposed amendment shall not be submitted for scrutiny by the Assembly of Heads of State and Government unless all the Member States have been duly informed and a year has elapsed. Amendments shall not become effective until they have been approved by at least two-thirds of the Member States which are parties to this Convention.

CHAPTER XII:

NOTICE OF TERMINATION

ARTICLE 35:

Any Member State which is a party to this Convention may convey its decision to terminate its adherence to the provisions of the Convention by notice in writing to the Administrative Secretary-General.

A year after the date of such notification, provided such notification has not been withdrawn, the Convention shall cease to apply to the State in question.

CHAPTER XIII  
GENERAL PROVISIONS

ARTICLE 36:

The Office for the Placement and Education of African refugees of the General Secretariat of OAU, hereinafter referred to as "The Office", with the co-operation of a Technical Assistance Advisory Committee on which ECA and the various African economic communities shall be represented, shall be responsible for implementing the Programme. The name of the said Office shall require to be revised and amended accordingly.

ARTICLE 37:

The duties of the Office shall be as follows:

- (a) To collect, classify and disseminate information on African specialists and civil servants available under the Programme;
- (b) To centralize requests of Member States for African experts and specialists;
- (c) To help in selecting candidates from (prepared) lists and communicating their curriculum vitae to Member States;
- (d) To facilitate various types of negotiation between the expert's country of origin and the recipient country.

ARTICLE 38:

The Technical Assistance Advisory Committee shall assist the Office in the discharge of the duties enumerated above. It shall meet at least once a year.

ARTICLE 39:

As soon as this Convention becomes operative, the Administrative Secretary-General of OAU shall deposit it with the Secretary-General of the United Nations, in accordance with Article 102 of the Charter of the United Nations.

ARTICLE 40:

The Administrative Secretary-General of the Organization of African Unity shall notify all members of the Organization of:

- (a) Any signatures, ratification and adherence in accordance with Articles 30, 31, and 32;
- (b) The effective date on which the Convention becomes operative as provided for in Article 33;
- (c) Requests for amendment submitted under the terms of Article 34;
- (d) Notification of termination of adherence in accordance with Article 35.

IN WITNESS WHEREOF, WE, the African Heads of State and Government, have signed this Convention.

ALGERIA	DAHOMEY
BOTSWANA	ETHIOPIA
BURUNDI	GABON
CAMEROON	THE GAMBIA
CONGO-BRAZZAVILLE	GHANA
CONGO-KINSHASA	EQUATORIAL GUINEA
IVORY COAST	GUINEA
UPPER VOLTA	RWANDA
MAURITIUS	SENEGAL
KENYA	SIERRA LEONE
LESOTHO	SOMALIA
LIBERIA	SUDAN
LIBYA	SWAZILAND
MADAGASCAR	CHAD
MALAWI	TOGO
MALI	TUNISIA
MOROCCO	UGANDA
MAURITANIA	THE UNITED ARAB REPUBLIC
NIGER	THE UNITED REPUBLIC OF TANZANIA
NIGERIA	ZAMBIA
THE CENTRAL AFRICAN REPUBLIC	

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