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SECRETARIAT
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ADDIS ABABA

ORGANISATION DE L'UNITE
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CM/399

Annex 3

DRAFT INTER-AFRICAN CONVENTION ESTABLISHING AN
AFRICAN TECHNICAL ASSISTANCE PROGRAMME
SUBMITTED BY THE GOVERNMENT OF THE DEMOCRATIC AND POPULAR
REPUBLIC OF ALGERIA

DRAFT INTER-AFRICAN CONVENTION ESTABLISHING AN
AFRICAN TECHNICAL ASSISTANCE PROGRAMME
SUBMITTED BY THE GOVERNMENT OF THE DEMOCRATIC AND POPULAR
REPUBLIC OF ALGERIA

We, the African Heads of State and Government, meeting at Addis
Ababa, Ethiopia, from to 197

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 fields of Social Affairs and Labour is vital and will contribute to
the promotion of closer solidarity among their peoples;

Convinced that contact between the youth of African countries will
create a better climate of mutual understanding and contribute to the
realization of African unity which is a universally desired goal;

Conscious of the important role of human resources in economic
and social progress;

Considering the fact that in some independent African States and
in African countries still under (foreign) domination there are a number
of specialists ready and willing to co-operate with other African coun-
tries where there is a shortage of qualified staff;

Convinced that the establishment of an African Technical Assistance
Programme is the best means of promoting the employment of African special-
ists by African States;

Have agreed to establish an inter-African Technical Assistance
Programme (hereinafter referred to as "The Programme") whose implementa-
tion shall be governed by the following provisions:

CHAPTER IAIMS AND OBJECTIVES OF THE PROGRAMMEARTICLE 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 African States and in African countries still under (foreign) domination;
- (b) Promote 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 from independent African States and African countries still under (foreign) domination.

CHAPTER II
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 (from 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 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 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:

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 and shall be communicated to the OAU General Secretariat at least three months before the expiration of the initial contract.

The OAU General Secretariat shall seek the opinion of the Government of the expert's country of origin on the possible extension of the contract.

Such opinion must be received at least one month before the expiration of the initial contract, failing which, it shall be considered as being favourable.

ARTICLE 9:

The Government of the country which enjoys the services of an African expert may terminate the expert's contract before the date of its expiration:

- (a) If the services or the 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.

The OAU General Secretariat shall be kept informed of the measures taken against the expert.

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 and 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 a dwelling-house for the expert and his family or pay him an allowance in a lump sum which shall not exceed that allotted to the non-African technical assistance experts in the recipient country;
- (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 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 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:

The term "personal effects" used in Article 16 above shall include the following articles: personal and household effects, private vehicle, instruments and equipment needed for the discharge of his duties.

ARTICLE 18:

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) 30% of his net earnings if he is a bachelor or married and has his family in Algeria;
- (b) 50% of his net earnings if his family is not in Algeria;
- (c) All his net earnings during the period of leave spent outside Algeria.

The word "family" used above shall denote the expert's spouse and children.

CHAPTER V

ANNUAL LEAVE AND HOME LEAVE

ARTICLE 20:

Any expert engaged under the Programme shall be entitled to one month's 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.

Provisions shall be made for delays en route according to the geographical situation of the country of origin.

ARTICLE 21:

The accumulation of leave shall not be allowed.

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 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 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.

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 connection, 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 a "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 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 Mediation, Conciliation 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	DAHOMY
BOTSWANA	ETHIOPIA
BURUNDI	GABON
CAMEROON	THE GAMBIA
CONGO-BRAZZAVILLE	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 Addis Ababa, this.....

1971-06

Draft Inter-African Convention establishing an African Technical Assistance Programme submitted by the Government of the Democratic and Popular Republic of Algeria

Organization of African Unity

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