

No. 112

INTERNATIONAL LABOUR ORGANIZATION
and
UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION

**Agreement between the International Labour Organisation
and the United Nations Educational, Scientific and Cul-
tural Organization**

*English and French official texts communicated by the Legal Adviser of the
International Labour Office. The filing and recording took place on
23 August 1948.*

ORGANISATION INTERNATIONALE DU TRAVAIL
et
ORGANISATION DES NATIONS UNIES POUR
L'ÉDUCATION, LA SCIENCE ET LA CULTURE

**Accord intervenu entre l'Organisation internationale du Tra-
vail et l'Organisation des Nations Unies pour l'éducation,
la science et la culture**

*Textes officiels anglais et français communiqués par le Conseiller juridique du
Bureau international du Travail. Le classement et l'inscription au répertoire
ont eu lieu le 23 août 1948.*

No. 112. AGREEMENT¹ BETWEEN THE INTERNATIONAL LABOUR ORGANISATION AND THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANISATION

WHEREAS the Declaration of Philadelphia pledges the full cooperation of the International Labour Organisation with such international organisations as may be entrusted with a share of the responsibility for the promotion of the health, education, and well-being of all peoples; and

WHEREAS Article XI, paragraph 1, of the Constitution of the United Nations Educational, Scientific and Cultural Organisation provides as follows:

“This organisation may cooperate with other specialised inter-governmental organisations whose interests and activities are related to its purposes. To this end the Director-General, acting under the general authority of the Executive Board, may establish effective working relationships with such organisations and agencies and establish such joint committees as may be necessary to assure effective cooperation. Any formal arrangements entered into with such organisations shall be subject to the approval of the Executive Board.”

Article I

COOPERATION AND CONSULTATION

The International Labour Organisation and the United Nations Educational, Scientific and Cultural Organisation agree that, with a view to facilitating the effective attainment of the objectives set forth in their respective Constitutions within the general framework established by the Charter of the United Nations, they will act in close cooperation with each other and will consult each other regularly in regard to matters of common interest.

Article II

RECIPROCAL REPRESENTATION

1. Representatives of the International Labour Organisation shall be invited to attend the meetings of the U.N.E.S.C.O. Conference and to participate without vote in the deliberations of the Conference and of its commissions

¹ Came into force on 15 December 1947, in accordance with the provisions of article XI, by virtue of approval by the Governing Body of the International Labour Office and the Executive Board of the United Nations Educational, Scientific and Cultural Organization.

and committees with respect to items on their agenda in which the International Labour Organisation has an interest.

2. Representatives of U.N.E.S.C.O. shall be invited to attend the meetings of the International Labour Conference and to participate without vote in the deliberations of the Conference and of its committees with respect to items on their agenda in which U.N.E.S.C.O. has an interest.

3. Representatives of the International Labour Organisation shall be invited to attend the meetings of the Executive Board of U.N.E.S.C.O. and to participate without vote in the deliberations of the Board with respect to items on its agenda in which the International Labour Organisation has an interest.

4. Representatives of U.N.E.S.C.O. shall be invited to attend meetings of the Governing Body of the International Labour Office and to participate without vote in the deliberations of the Governing Body with respect to items on its agenda in which U.N.E.S.C.O. has an interest.

5. Appropriate arrangements shall be made by agreement from time to time for the reciprocal representation of the International Labour Organisation and the U.N.E.S.C.O. at other meetings convened under their respective auspices which consider matters in which the other organisation has an interest.

Article III

I.L.O.-U.N.E.S.C.O. JOINT COMMITTEES

1. The International Labour Organisation and U.N.E.S.C.O. may refer to a joint committee any question of common interest which it may appear desirable to refer to such a committee.

2. Any such joint committee shall consist of an equal number of representatives of each organisation; the number of representatives to be designated by each organisation shall be agreed on between the two organisations; the United Nations shall be invited to designate a representative to attend the meetings of the committee; the committee may also invite other specialized agencies to be represented at its meetings as may be found desirable.

3. The reports of any such joint committee shall be submitted to the Governing Body of the International Labour Office and to the Executive Board of U.N.E.S.C.O.; a copy of the reports of the Committee shall be communicated to the Secretary-General of the United Nations for the information of the Economic and Social Council.

4. Any such joint committee shall regulate its own procedure.

Article IV

EXCHANGE OF INFORMATION AND DOCUMENTS

1. Subject to such arrangements as may be necessary for the safeguarding of confidential material, the fullest and promptest exchange of information and documents shall be made between the International Labour Organisation and U.N.E.S.C.O.

2. The Director-General of the International Labour Office and the Director-General of U.N.E.S.C.O., or their duly authorised representatives, shall, upon the request of either party, consult with each other regarding the provision by either organisation of such information as may be of interest to the other.

Article V

PERSONNEL ARRANGEMENTS

The International Labour Organisation and U.N.E.S.C.O. agree that the measures taken by them, within the framework of the general arrangements for cooperation in regard to personnel arrangements to be made by the United Nations will include:

(a) measures to avoid competition in the recruitment of their personnel; and

(b) measures to facilitate interchange of personnel on a temporary or permanent basis, in appropriate cases, in order to obtain the maximum benefit from their services, making due provision for the retention of seniority and pension rights.

Article VI

STATISTICAL SERVICES

1. The International Labour Organisation and U.N.E.S.C.O. agree to strive, within the framework of the general arrangements for statistical cooperation made by the United Nations, for maximum cooperation with a view to the most efficient of their technical personnel in their respective collection, analysis, publication, standardisation, improvement and dissemination of statistical information. They recognize the desirability of avoiding duplication in the collection of statistical information whenever it is practicable for either of them to utilise information or materials which the other may have available or may be specially qualified and prepared to collect, and agree to combine their efforts to secure the greatest possible usefulness and utilisation of statistical information and to

minimise the burdens placed upon national governments and other organisations from which such information may be collected.

2. The International Labour Organisation and U.N.E.S.C.O. agree to keep one another informed of their work in the field of statistics and to consult each other in regard to all statistical projects dealing with matters of common interest.

Article VII.

FINANCING OF SPECIAL SERVICES

If compliance with a request for assistance made by either organisation to the other would involve substantial expenditure for the organisation complying with the request, consultation shall take place with a view to determining the most equitable manner of meeting such expenditure.

Article VIII

IMPLEMENTATION OF THE AGREEMENT

1. The Director-General of the International Labour Office and the Director-General of U.N.E.S.C.O. may enter into such supplementary arrangements for the implementation of this agreement as may be found desirable in the light of the operating experience of the two organisations.

2. The liaison arrangements provided for in the foregoing articles of this agreement shall apply as far as appropriate to the relations between such branch or regional offices as may be established by the two organisations, as well as between their central machinery.

Article IX

NOTIFICATION TO AND REGISTRATION BY THE UNITED NATIONS

1. In accordance with their respective agreements with the United Nations the International Labour Organization and U.N.E.S.C.O. will inform the Economic and Social Council forthwith of the terms of the present agreement.

2. On the coming into force of the present agreement in accordance with the provisions of Article XI it will be communicated to the Secretary-General of the United Nations for filing and recording in pursuance of Article 10 of

the Regulations to give effect to Article 102 of the Charter of the United Nations adopted by the General Assembly of the United Nations on 14 December 1946.

Article X

REVISION AND TERMINATION

1. This agreement shall be subject to revision by agreement between the International Labour Organisation and U.N.E.S.C.O.
2. It may be terminated by either party on 31 December of any year by notice given to the other party not later than 30 September of that year.

Article XI

ENTRY INTO FORCE

This agreement shall come into force on its approval by the Governing Body of the International Labour Office and the Executive Board of U.N.E.S.C.O.