

**No. 11710**

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**INTERNATIONAL LABOUR ORGANISATION  
and  
NORWAY**

**Agreement concerning funds made available to the International Labour Organisation for the implementation of mutually agreed programmes and projects. Signed at Geneva on 28 February 1972**

*Authentic text: English.*

*Registered by the International Labour Organisation on 14 April 1972.*

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**ORGANISATION INTERNATIONALE DU TRAVAIL  
et  
NORVÈGE**

**Accord relatif aux fonds mis à la disposition de l'Organisation internationale du Travail en vue de l'exécution de programmes et projets faisant l'objet d'un accord réciproque. Signé à Genève le 28 février 1972**

*Texte authentique : anglais.*

*Enregistré par l'Organisation internationale du Travail le 14 avril 1972.*

## AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE KINGDOM OF NORWAY AND THE INTERNATIONAL LABOUR ORGANISATION

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Whereas the International Labour Organisation (hereinafter called the “ILO”) as part of its activities and in pursuance of its Constitution<sup>2</sup> co-operates with developing member States in the carrying out of activities aiming at the improvement of the social and economic conditions;

Whereas the Government of the Kingdom of Norway (hereinafter referred to as the “Government”) desires to strengthen its co-operation with those ILO activities by making funds available to the ILO for the implementation of mutually agreed programmes and projects;

Whereas the ILO welcomes this strengthened co-operation with the Government which will contribute to the achievement of ILO objectives as defined in its Constitution;

The Government of the Kingdom of Norway and the ILO have agreed as follows :

### *Article I*

#### BASIC AUTHORITY OF THE ILO

Subject to the provisions of this Agreement, the ILO is authorized to provide assistance to developing member States (hereinafter called Recipient Government(s)) for preparatory missions relating to and subsequent implementation of programmes and projects agreed on by the Government and the ILO and falling within the scope of the ILO's functions under its Constitution.

ILO standard practices and policies shall be applied to such programmes and projects and to the plans of operation which, for each project, the ILO shall sign with Recipient Governments.

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<sup>1</sup> Came into force on 28 February 1972 by signature, in accordance with article IX (1).

<sup>2</sup> United Nations, *Treaty Series*, vol. 15, p. 40; see also vol. 191, p. 143, and vol. 466, p. 323, for the Instruments for the amendment of the Constitution of the International Labour Organisation.

*Article II*

## FUNDS-IN-TRUST AND CONTRIBUTIONS IN KIND

1. (a) For the purpose of enabling the ILO to implement the plans of operation with Recipient Governments, as envisaged in Article I of this Agreement, and to carry out preparatory missions in accordance with Article V, Section 7, the Government shall make available to the ILO the required funds-in-trust in US dollars as well as compensation for the ILO technical and administrative costs in accordance with the following rules.

(b) After notification in accordance with Article V, Section 6, that a Plan of Operation has been signed, the Government shall deposit to the credit of the ILO an amount covering the estimated disbursements, including contingencies, and the technical and administrative costs of the ILO.

(c) Payments in advance for subsequent years shall, in each case, correspond to the estimated disbursements, including contingencies, and the technical and administrative costs of the ILO for that year and shall be made by the Government not later than 30 November of the preceding year.

(d) If disbursements in respect of any trust fund during any calendar year exceed the estimate referred to in (b) and (c) above, the Government may be required by the ILO to deposit the additional amount to cover the difference.

(e) Request for payments into any trust fund for a specific calendar year shall be accompanied by an estimate of the amount which will be requested for the following calendar year.

(f) Payments for preparatory missions approved by the Government in accordance with Article V, Section 7, shall be deposited to the credit of the ILO in advance.

(g) Any balance remaining unspent in any trust fund upon the completion of a given project or mission shall be returned to the Government unless the latter authorizes the ILO to allocate all or part of such balance to other trust funds.

2. The ILO shall establish a separate trust fund for each project or mission undertaken under this Agreement.

3. The ILO shall administer and account for the funds-in-trust in accordance with its own financial regulations and other applicable rules and shall keep separate records and accounts for each trust fund.

4. All financial commitments and expenditures made by the ILO with respect to assistance provided under this Agreement shall be expressed in US dollars.

5. In addition to, or instead of, the cash payments referred to in Section 1 of this Article, the parties may agree that the Government shall make available goods and services as contributions in kind.

6. The ILO's obligations under any plan of operation entered into with a recipient government shall be contingent upon receipt of the necessary contribution from the Government. The ILO will not assume any liability in excess of the amounts the Government has agreed to provide as funds-in-trust for the purpose of any plan of operation entered into with a Recipient Government.

### *Article III*

#### TECHNICAL AND ADMINISTRATIVE COSTS

In order to cover ILO technical and administrative costs arising from the implementation of an approved project, the ILO shall be entitled to compensation from the Government in an amount corresponding to a certain percentage of the total project costs incurred by the Government. The amount corresponding to such costs for each project shall be indicated to the Government when the draft plan of operation is sent to it. No compensation for technical and administrative costs shall be payable by the Government in respect of preparatory missions.

### *Article IV*

#### PLAN OF OPERATION ENTERED INTO BY THE ILO WITH RECIPIENT GOVERNMENTS

1. A copy of each plan of operation signed by the ILO with Recipient Governments shall be transmitted to the Government.

2. Plans of operation shall include a provision reserving the right of the ILO and of the Government to inspect the project and to obtain relevant reports and documentation.

3. Transfer of title of equipment to the Recipient Government will normally be effected upon arrival of such equipment in the recipient country. The plan of operation shall specify the modalities and date on which such transfer should take place.

4. Plans of operation shall contain provisions permitting the Government to take over ILO obligations arising thereunder. Plans of operation shall also contain a provision to the effect that ILO obligations specified therein shall be subject to the decision of its competent organs and to its constitutional, financial and budgetary rules.

5. Plans of operation shall contain detailed information on matters such as the objective, methods, phasing of implementation and the obligations of the parties concerned in relation to the project.

#### *Article V*

#### DISTRIBUTION OF FUNCTIONS BETWEEN THE ILO AND THE GOVERNMENT WITH REGARD TO THE SELECTION AND ADMINISTRATION OF THE PROJECTS

1. It is the intention of the parties that there shall be close co-operation between them for the purpose set forth in this Agreement. To that end, they shall regularly consult with each other and shall make available to each other all such information and assistance as may reasonably be requested.

2. The ILO shall have the primary responsibility for selecting and processing project requests to be considered in the context of this Agreement.

3. Joint meetings shall take place in November for the purpose of submitting new ILO proposals for initial consideration and reviewing draft projects proposed for financing. Before the meetings, the ILO will send to the Government before October 15 a list of projects and appropriate supporting documents.

4. The Government will inform the ILO as soon as possible of the projects which are likely to be approved by the Government.

5. The ILO will then enter into more detailed negotiations with the respective Recipient Governments and prepare a draft plan of operation. This draft will be transmitted to the Government for comments.

6. The Government's approval of a project and of its draft plan of operation will be officially communicated to the ILO who will then sign it with the Recipient Government. Upon signature and for the purpose indicated in Article II, Section 1 (b), the ILO shall notify the Government.

7. Preparatory missions may be proposed by either party and shall be undertaken upon mutual agreement. Proposals including terms of reference and cost estimates will normally be sent to the Government in February and August of each year. The Government will inform the ILO of its reactions within two months and may designate at least one member of the mission.

8. The ILO shall be responsible for project implementation but shall be free to appoint subcontractors for the execution of the whole or part of projects sponsored under this Agreement.

*Article VI*

## REPORTS

1. The ILO shall submit to the Government, not later than 31 May of each year, a statement of accounts showing the use of the funds expended for the implementation of projects financed under this Agreement during the previous calendar year.

2. The periodic reports from the projects under this Agreement will be forwarded to the ILO which will transmit them to the Government without delay. The ILO shall provide the Government with annual reports on the progress of projects covering the previous calendar year, and with information suitable for dissemination to the public.

3. The ILO shall provide the Government with a final report after the termination of each project, containing such elements as are essential for an assessment of the project as well as ILO's own conclusions thereon.

4. A meeting shall be held once a year at a time to be agreed upon between ILO and the Government to make a general review of the project performance of the past year and to discuss problems related to reporting and accounts.

5. In appropriate cases, it may be agreed between the Government and the ILO to undertake an assessment mission.

*Article VII*

## AUTHORIZED REPRESENTATIVES OF THE PARTIES

In matters relating to the implementation of this Agreement, including supplementary agreements and arrangements, the Norwegian Agency for International Development (NORAD), shall be competent to represent the Government and the Director-General of the ILO or any person designated by him, shall be competent to represent the ILO.

*Article VIII*

## SUPPLEMENTARY AGREEMENTS AND ARRANGEMENTS

The parties may enter into such supplementary agreements and arrangements for the implementation of this Agreement as may be found desirable in the light of experience.

*Article IX*

## ENTRY INTO FORCE AND TERMINATION

1. This Agreement shall enter into force upon signature by both parties.

2. This Agreement shall remain in force until either party considers that the co-operation envisaged therein can no longer appropriately or effectively be carried out, at which time, this Agreement may be terminated by mutual consent or by either party serving six months' written notice on the other party.

3. If this Agreement is terminated in accordance with the preceding paragraph :

- (a) both parties shall forthwith hold consultations with a view to determining the most appropriate measures to be taken in order to wind up operations being carried out by the ILO under plans of operations with Recipient Governments;
- (b) the Government shall deposit in advance to the credit of the ILO the full amount required to meet obligations contracted upon previous authorization of the Government;
- (c) any unspent balance in cash or uncommitted equipment remaining after the winding up of operations shall be returned to the Government.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement.

DONE in duplicate in the English language in Geneva this twenty-eighth day of February 1972.

The Government  
of the Kingdom of Norway :  
JENS BOYESEN

International Labour  
Organisation :  
FRANCIS BLANCHARD