

No. 11709

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**INTERNATIONAL LABOUR ORGANISATION  
and  
SWEDEN**

**Agreement relating to co-operation in the provision of assistance to  
developing countries. Signed at Geneva on 10 July 1969**

*Authentic text : English.*

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

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**ORGANISATION INTERNATIONALE DU TRAVAIL  
et  
SUÈDE**

**Accord concernant la coopération en vue d'assurer une assistance  
aux pays en voie de développement. Signé à Genève le 10  
juillet 1969**

*Texte authentique : anglais.*

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

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF SWEDEN  
AND THE INTERNATIONAL LABOUR ORGANISATION  
RELATING TO CO-OPERATION IN THE PROVISION OF  
ASSISTANCE TO DEVELOPING COUNTRIES

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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 social and economic conditions,

Whereas the Government of Sweden (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 Sweden and the ILO have agreed as follows :

*Article I*

BASIC AUTHORITY OF THE ILO

Subject to the provisions of this Agreement, the ILO is authorised to provide assistance to developing member States (hereinafter called recipient “government(s)”) for preparatory missions relating to and subsequent to implementation of programmes and projects agreed upon 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.

*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 Agree-

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<sup>1</sup> Came into force on 9 August 1969, i.e. 30 days after the date of 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.

ment, 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) Upon 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 during the current calendar year.

(c) Payments in advance for any subsequent year shall correspond to the estimated disbursements, including contingencies, and the technical and administrative costs of the ILO for each 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, upon request by the ILO, shall deposit an additional amount to cover the difference.

(e) Request for payments into any trust 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 8, 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 authorises 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. Such percentage shall be determined in accordance with ILO established practices. 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*

#### PLANS 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 PROJECTS

1. It is the intention of the parties that there shall be close co-operation between them for the purposes 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 April 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 in February 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 government 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, which will then sign it with the recipient government. Upon signature and for the purposes indicated in article II, section 1 (b), the ILO shall notify the Government.

7. The plans of operation shall not be amended without the consent of the Government except in so far as the plan of operation itself shall provide for another procedure for amendments.

8. 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.

9. The ILO shall be responsible for project implementation but shall be free to subcontract its responsibilities for 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 ILO shall provide the Government with annual reports on the progress of projects covering the previous calendar year.

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 the ILO's own conclusions thereon.

4. 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 Swedish International Development Authority (SIDA) 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 operating experience.

### *Article IX*

#### ENTRY INTO FORCE AND TERMINATION

1. This Agreement shall enter into force 30 days after its 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 operation 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 authorisation of the Government;
- (c) any unspent balance in cash or uncommitted equipment remaining after the winding up of operation shall be returned to the Government.

On behalf of the Government  
of Sweden :  
ERIK VON SYDOW  
Ambassador Extraordinary  
and Plenipotentiary  
Geneva, 10 July 1969

On behalf of the International  
Labour Organisation :  
ABBAS AMMAR  
for the Director-General  
Geneva, 10 July 1969

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