

No. 22671

UNITED NATIONS
and
MALI

Agreement for the implementation of the Government personnel management component of the project to provide assistance for the strengthening of economic management and finance training, funded by the International Development Association (credit 1307-MLI) (with annexes). Signed at Bamako on 30 December 1983

Authentic text: French.

Registered ex officio on 5 January 1984.

ORGANISATION DES NATIONS UNIES
et
MALI

Accord en vue de l'exécution du volet gestion du personnel de l'État dans le cadre du projet d'assistance pour le renforcement de la gestion de l'économie et pour la formation finance sur des fonds de l'Association internationale pour le développement (crédit 1307-MLI) [avec annexes]. Signé à Bamako le 30 décembre 1983

Texte authentique : français.

Enregistré d'office le 5 janvier 1984.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF MALI AND THE UNITED NATIONS FOR THE IMPLEMENTATION OF THE GOVERNMENT PERSONNEL MANAGEMENT COMPONENT OF THE PROJECT TO PROVIDE ASSISTANCE FOR THE STRENGTHENING OF ECONOMIC MANAGEMENT AND FINANCE TRAINING, FUNDED BY THE INTERNATIONAL DEVELOPMENT ASSOCIATION (CREDIT 1307-MLI)

The Government of the Republic of Mali, represented by the Minister of Labour and the Civil Service, hereinafter referred to as “the Government”, has concluded a credit agreement with the International Development Association, hereinafter referred to as “IDA”, with a view to financing the management strengthening project (credit 1307 MLI) including a component “Assistance to Government personnel management”.

The Government intends to use the portion of the credit earmarked for this component to entrust the United Nations, represented by its Department of Technical Co-operation for Development, hereinafter referred to as “DTCD”, with the execution of this part of the project. Annexes I and II shall be integral parts of this Agreement.

Article 1. 1.1. DTCD shall be jointly responsible with the Government for the execution of the Government personnel management component. The assistance will comprise the services described in annex I of this Agreement. The duration of this assistance shall not exceed three years, starting from the third month following the signing of this Agreement.

Article 2. 2.1. The total cost of the assistance is estimated at \$US 685,000, including contingencies and implementation costs, calculated at 13 per cent of total expenditures. The allocation for contingencies shall be used only if prices increase in relation to the estimates.

2.2. Following the signing of this Agreement, the Government shall submit to IDA a request for withdrawal of funds according to the payments schedule in annex II of this Agreement. The disbursements shall be made directly to account No. 2-014-1-018531 at the Chase Manhattan Bank (825 United Nations Plaza, New York, N.Y. 10017) on behalf of DTCD.

2.3. DTCD undertakes to submit to the Government a financial report every six months detailing the expenditures made, and the Government reserves the right of verification. Should the actual expenditures vary substantially from the estimates, the Government reserves the right to advise IDA and to modify the payments schedule. DTCD shall begin to provide services only when the initial deposit has been made in accordance with the payments schedule.

2.4. No interest shall be due on any debit balance of the account in which the funds are deposited.

¹ Came into force on 5 January 1984, the date on which the Government of Mali transmitted to the United Nations a signed copy of the Agreement, in accordance with article 9.

2.5. At any time during the term of this Agreement, the Government and DTCD may, after consultation with IDA, decide jointly to depart from the work plan or the project budget and to make any necessary modifications to the plan of operation, provided that such changes remain within the framework of the objectives of the project and within the limits of available funds. Where necessary, the payments schedule referred to in article 2, paragraph 2, may also be revised on such occasions.

Article 3. For the provision of services, DTCD undertakes:

- 3.1. To recruit and appoint the required experts and consultants in accordance with the terms of reference set forth in annex I, after obtaining the Government's agreement. The Government may propose candidates for this purpose. The experts and consultants shall be recruited and employed by DTCD in accordance with the provisions of the Staff Regulations of the United Nations and the relevant regulations covering conditions of service;
- 3.2. To supervise and guide the experts and consultants in the performance of their duties and to provide them with the administrative support and advisory services necessary for the success of the project;
- 3.3. To make the necessary arrangements to make all payments to the experts and consultants and to defray for the assumption of all other costs connected with their assignments, in accordance with the provisions of the Staff Regulations and other regulations of the United Nations, including in particular:
 - (i) Travel costs to and from the duty station for experts and their recognized dependants and related costs and allowances, including, where appropriate, such other expenses as home leave and family visits;
 - (ii) Salaries and allowances;
 - (iii) The cost of insurance provided by the United Nations against illness, disability or death;
 - (iv) The travel allowance for official missions within the country of the duty station and travel costs if they are not assumed by the Government;
- 3.4. To implement, in consultation with the Government, the training and refresher training programme abroad referred to in annex I. The regulations of the United Nations concerning the administration of fellowships shall apply in such cases;
- 3.5. After consultation with the Government, to subcontract services where necessary and appropriate;
- 3.6. To provide the equipment specified in annex I of this Agreement and to monitor its use;
- 3.7. In view of the advantages and privileges granted by the Government to the United Nations, ownership of such equipment shall not be transferred to the Government until this Agreement expires;
- 3.8. To manage and be accountable for the funds in accordance with the Financial Regulations of the United Nations and other practices, procedures and regulations applied in that connection, and to keep separate statements and accounts for the project;
- 3.9. To submit to the Government at the expiry of this Agreement, a general report covering the following subjects:

- (a) The results achieved at the completion of the project;
 - (b) The final financial statement annually and at the end of the project;
- 3.10. After consultation with the Government and subject to its agreement, to make available to, or repay IDA, any funds received which remain unspent or uncommitted at the end of the project.

Article 4. The obligations of DTCD under the terms of this Agreement shall be subject to the decision of its competent organs and its constitutional, financial and budgetary rules, and to the deposit of the necessary funds. DTCD shall not assume any responsibility for sums exceeding the amount which the Government has undertaken to deposit under the terms of this Agreement.

Article 5. 5.1 The Government undertakes to provide suitable premises for the work of the experts and consultants. Where necessary, DTCD may rent the premises within the framework of this Agreement.

5.2. The Government shall allow the necessary exemptions or defray the customs and other charges and duties arising from customs clearance of the equipment or its admission into the country. It undertakes to organize the transportation, handling and warehousing of this equipment and to assume all costs of installation, maintenance, repair, operation, insurance and, where necessary, replacement of the equipment, except where such costs have been specifically provided for in the project budget.

5.3 The Government undertakes to pay from its own resources or from other resources deriving from the credit, any difference between the amounts advanced to DTCD and the real costs borne by DTCD when such costs exceed the estimates as a result of revision of salary scales, fluctuations in exchange rates or unforeseen circumstances.

Article 6. The Government shall settle any claims which third parties may make against DTCD, its personnel or other persons providing services on its behalf, and shall exonerate them from claims arising from operations carried out in pursuance of this Agreement, except in cases where DTCD and the Government have agreed to acknowledge that such claims or complaints result from serious negligence or intentional misconduct of such persons.

Article 7. In all matters related to the assistance provided under this Agreement, the Government shall apply to DTCD, its property, its staff and any personnel designated by it to provide a service under the terms of this Agreement, the provisions of the Convention on the Privileges and Immunities of the United Nations.¹

Article 8. The co-operation agreement between the Government of Mali and the United Nations Development Programme signed by the Government on 9 June 1978² shall be applicable to any matter not expressly provided for in this Agreement.

Article 9. This Agreement shall enter into force when the Government has transmitted to DTCD a copy of this document signed on behalf of the Government, thereby signifying its concurrence with the terms and conditions set forth therein.

¹ United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

² *Ibid.*, vol. 1092, p. 9.

Article 10. This Agreement may be denounced by one of the parties only by written notice addressed to the other party, the Agreement ceasing to have effect 60 days after receipt of such notification. The obligations assumed under the Agreement by DTCD and by the Government shall remain in effect for as long as is necessary to permit the orderly withdrawal of the personnel, funds and property of DTCD and the settlement of accounts between the parties.

Annexes

- I. Description of services
 - Terms of reference
 - Project budget
- II. Payments schedule

Bamako, 30 December 1983

For the Department of Technical
Co-operation for Development:

[FAQIR MAHAMMAD]
Resident Representative

For the Government
of the Republic of Mali:

[Signed]

Mr. A. M. AG HAMANI
Minister for Planning

Mr. DRISSA KEITA
Minister of Finance

[Signed]

Mr. MODIBO KEITA
Minister of Labour and the Civil Service

ANNEX I

Comprising:

Annex I (a): Description of services

Annex I (b): Terms of reference and job descriptions of the Expert in Personnel Management,
Principal technical adviser of the project

Annex I (c): Project budget

ANNEX I (a)

DESCRIPTION OF SERVICES

Origin of and justification for the project

1. In Mali, the National Directorate of the Civil Service and Personnel, which comes under the Ministry of the Civil Service and Labour (DNFPP), was established in 1978. Its function is to oversee and manage government personnel in service in the central, regional and local administrations. Because of its central position, this Directorate is potentially in a position to play a key role in assisting the Government to oversee recruitment and limit staff costs. Since its establishment, DNFPP has received assistance from the Malian National Commission for Administrative Reform, notably through the UNDP/United Nations project (MLI/82/006).

2. However, certain operational weaknesses and deficiencies in personnel management, at the level of both this Directorate and the Administrative and Financial Units (CAF) of the individual Ministries, have remained an obstacle to progress in the current work on payroll

automation, the assumption by DNFPP of all automated operations of administrative personnel management and the preparation of a policy of forward planning in manpower management.

3. The national authorities have asked the World Bank for assistance within the framework of the project to provide assistance and training for the strengthening of public management of the Malian economy (credit 1307-MLI). Within the framework of this project, a specific assistance component was retained within the National Directorate of the Civil Service for the improvement of the government personnel management. The Government of Mali decided to entrust the major portion of the implementation of this component to DTCD/United Nations.

Objectives of the project

4. Under the project to provide assistance for the strengthening of the management of the economy and training (credit 1307-MLI), the following objectives were set for the government personnel management component:

- (a) Adequate management of government personnel;
- (b) Developing and putting into place a personnel management structure and information system in order better to define the work relations between DNFPP and the other institutions concerned with personnel management;
- (c) Developing and putting into place a system for the computerization of government personnel files;
- (d) Training the staff responsible for personnel management at both the level of the Ministry of Labour and that of other ministerial departments.

Results expected from the project

5. The results of the project may be summed up as follows:

- Updating of existing data files;
- Refining the machinery and liaison procedures between the Directorate of the Civil Service and the Ministries concerned with a view to ensuring continued updating of files;
- Introduction of equipment for methodical and rational personnel management and full computerization of that management;
- Training of the management and executive personnel in the National Directorate of the Civil Service required to take over from the project;
- Implementation of a programme for monitoring employment and wages which will lead to forward planning in manpower management and the development of budget planning/programming based on data obtained from forward planning (staffing plans and payroll audit).

Activities

6. The activities of the project derive logically from the objectives set and the results expected. For each result described there is a specific type of activity (conceptual, technical, training).

7. Activities concerning the updating of the current file system, the machinery for continued updating and the installation of equipment should be undertaken immediately. Staff training will follow. Lastly, once the apparatus is in place and the counterpart personnel trained, the development of specific tasks relating to the forward planning of personnel management and the planning system will begin.

8. A work programme detailing the machinery and lead time for each objective should be prepared jointly with the national authorities by the principal technical adviser in the month following his arrival at Bamako. After approval by the services at Headquarters, the aforementioned work programme will be regarded as an integral part of this annex.

Control

9. The project shall be placed under the authority of the Minister of Labour and the Civil Service.

10. The principal technical adviser shall submit a quarterly report on activities to the executing agency, a copy of which shall be transmitted to the appropriate services of the World Bank.

11. A technical mission from United Nations Headquarters shall be sent during the second six-month period after the start of the project and another mission shall be sent at the end of the project with a view to studying with the Government the accomplishments of the project in terms of the objectives described in this document.

Contributions to the project

12. The resources made available to the National Directorate of the Civil Service and Personnel to achieve the objectives of the project are: A team of experts and consultants consisting of:

- (i) An expert in government personnel management whose task shall be to assist the National Directorate of the Civil Service and Personnel (DNFPP) in the formulation of policies and procedures relating to the implementation of the General Civil Service Staff Rules (Ordinance No. 77-71 of 26 December 1977). The expert shall be responsible for ensuring that steady progress is made in the work carried out by the consultants and the achievement of the objectives of the project. He will assist DNFPP in the preparation of equipment lists. His mission shall last 18 months. The job description for this expert is set forth in annex I (b);
- (ii) An adviser in organization and methods: a mission of four months aimed at developing and instituting better management and working methods in the National Directorate of the Civil Service;
- (iii) Adviser in management information systems: a mission of four months for the purpose of developing and introducing an information system between DNFPP and the divisions or sections entrusted with personnel management in the government departments and services;
- (iv) Adviser in personnel management documentation: a mission of six months aimed at developing and establishing a microfiche system for government personnel files. This mission shall begin two months prior to the arrival of the necessary equipment;
- (v) Adviser in management personnel training: three missions of two months each with a view to organizing in co-operation with IPGP, or other appropriate institutions, nine seminars in the areas of the above-mentioned activities. These missions shall be carried out only after the development of systems, procedures and new methods of work.

13. The job description is set forth in annex I (b). The expert in personnel management, principal technical adviser, shall establish a detailed job description for each of the consultants and a programme of work for each prior to their recruitment. This recruitment shall be expedited so that the team will be complete at the time of the launching of the project (first quarter of 1984).

14. The equipment necessary for the automation of government personnel files and the office and transport facilities for the work of the National Directorate of the Civil Service. The project shall have available an amount of \$115,000 which shall be used for equipment and machinery to be purchased within the framework of the agreement with the United Nations relative to this component. However, the rules of the World Bank as set forth in the text of the Credit Agreement (1307-MLI) shall be followed.

15. Training scholarships shall be divided between the training abroad of a number of senior officials of the Ministry of the Civil Service and Labour and the local training of the in-

intermediate-level and executive personnel who will participate in personnel management under the new procedures, using the new equipment installed in the course of the project.

16. The principal expert shall define a training programme after discussion with Ministry authorities.

17. Administrative support. A sum of \$US 12,000 has been allocated to the project under this heading.

18. Miscellaneous. An amount of \$US 11,000 has been earmarked for miscellaneous items.

ANNEX I (b)

EXPERT IN PERSONNEL MANAGEMENT, PRINCIPAL TECHNICAL ADVISER

Terms of reference and job description

<i>Functional title:</i>	Expert in government personnel management, principal technical adviser
<i>Duration of assignment:</i>	18 months
<i>Expected date of entry on duty date:</i>	As soon as possible
<i>Duty station:</i>	Bamako, with travel within the country
<i>Purpose of assignment:</i>	To implement a programme for the rationalization of government personnel management

The expert shall assist the Government of Mali to:

- Establish an effective system for the collection, processing and dissemination of information necessary for Civil Service personnel management;
- Formulate the policies and procedures for implementing the General Civil Service Staff Rules;
- Carry out or ensure the selection and/or training of personnel essential for the rationalization and modernization of Civil Service management;
- Undertake or oversee the installation of new equipment and ensure that it is operational.

In accordance with the foregoing, the expert shall:

- In the month following his arrival, establish in agreement with the national authorities and the executing agency a programme of work and activities which shall be regarded by all the parties concerned with the project as an integral part of this description of services;
- Establish the job descriptions for the consultants required to aid him in the course of the project and to work under his authority;
- Participate in the selection of counterpart personnel for training and participate, as needed, in this local training;
- Report regularly to the Department of Technical Co-operation for Development, as provided in the rules governing field operations, and transmit at least one report on activities each quarter;
- Prepare a final report one month before the end of the mission on the basis of DTCD guidelines.

Training and experience required: The expert shall have:

- University training, particularly in personnel management, and good knowledge of computer systems;
- Extensive experience of personnel management in the public sector;
- Special knowledge of the problems of computerized management in developing countries.

Language: French. Good knowledge of English will be an asset.

ANNEX I(c)

Country: MALI

Project No.: MLI/IBRD/83/007

Project title: Assistance to the National Directorate of the Civil Service

D. PROJECT BUDGET		1983		1984		1985		Total
		m/h	\$	m/h	\$			
10.	Personnel							
11.	Expert							
11.01.	Personnel management							
	Principal Technical Adviser	12	110,000	6	70,000			180,000
11.02.	Consultants							
11.03.	Organization and Methods	4	40,000					40,000
11.04.	Information system	4	40,000					40,000
11.05.	Documentation	6	60,000					60,000
11.06.	Training	3	30,000	3	30,000			60,000
11.99.	Sub-total		280,000		100,000			380,000
13.00.	Administrative support		8,000		4,000			12,000
16.00.	Mission		4,000		4,000			8,000
19.	Total for personnel		292,000		108,000			400,000
30.	Total for training		40,000		40,000			80,000
40.	Equipment							
49.	Total		100,000		15,000			115,000
50.	Miscellaneous							
51.	Maintenance		1,500		1,000			
52.	Final report				1,500			
53.	Other		4,000		3,000			
59.	Total		5,500		5,500			11,000
99.	Total for the project		437,500		168,500			606,000
	13% programme cost		57,100		21,900			79,000
GRAND TOTAL			494,600		190,400			685,000

[ANNEX II]

A. PAYMENTS SCHEDULE

1. The total cost of services is estimated at \$US 685,000.

2. Disbursements made to DTCD shall be planned so that DTCD shall always have sufficient funds to meet expenses over any six-months period.

	Date	Amount
First disbursement	Upon signing of the Agreement	250,000
Second disbursement	Six months after the signing of the Agreement	250,000
Third disbursement	Six months after the signing of the Agreement	150,000
Fourth disbursement	Six months after the third disbursement	35,000
TOTAL [Annex II]		685,000