

**No. 934**

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**UNITED NATIONS,  
AFRICAN DEVELOPMENT BANK and  
AFRICAN DEVELOPMENT FUND**

**Memorandum of Understanding on co-operation. Signed at  
Abidjan on 9 September 1985**

*Authentic text: English.*

*Filed and recorded by the Secretariat on 9 September 1985.*

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**ORGANISATION DES NATIONS UNIES,  
BANQUE AFRICAINE DE DÉVELOPPEMENT et  
FONDS AFRICAIN DE DÉVELOPPEMENT**

**Mémorandum d'accord concernant la coopération. Signé à  
Abidjan le 9 septembre 1985**

*Texte authentique : anglais.*

*Classé et inscrit au répertoire par le Secrétariat le 9 septembre 1985.*

## MEMORANDUM OF UNDERSTANDING<sup>1</sup> ON COOPERATION BETWEEN THE UNITED NATIONS ORGANIZATION, ACTING THROUGH ITS DEPARTMENT OF TECHNICAL COOPERATION FOR DEVELOPMENT, THE AFRICAN DEVELOPMENT BANK AND THE AFRICAN DEVELOPMENT FUND

The United Nations Organization, acting through its Department of Technical Cooperation for Development (hereinafter referred to as “UNDTCD”), the African Development Bank (hereinafter referred to as “the Bank”) and the African Development Fund (hereinafter referred to as “the Fund”).

Desirous of cooperating in the achievement of mutual objectives with a view to promoting higher standards of living, full employment and conditions of economic and social progress and development in Africa;

Considering that the principal aim of UNDTCD, the primary operational arm for technical cooperation activities within the United Nations Secretariat, is to assist developing countries in strengthening their physical and institutional infrastructure for economic and social development,

Recalling that the principal objective of the Bank and the Fund is to contribute to the economic development and social progress of the regional member states of the Bank;

Have agreed as follows:

### *Article I. PURPOSE*

1. The purpose of the present Memorandum is to facilitate collaboration between UNDTCD, the Bank and the Fund in matters of common interest to the parties hereto with particular emphasis on the following:

- a) Studies and exchange of information on matters within the competence of UNDTCD which the Bank and the Fund may require from time to time;
- b) Identification and appraisal of projects considered suitable for financing by the Bank or the Fund;
- c) Assistance to regional member states of the Bank in the preparation of projects to be financed by the Bank and/or the Fund;
- d) Post-evaluation of projects financed by the Bank or the Fund;
- e) Execution of technical assistance components of projects financed by the Bank and/or the Fund;
- f) Conducting joint seminars and training programmes;
- g) Mutual cooperation in any other activities which are consistent with the objectives of the organizations parties hereto and the spirit of this Memorandum.

### *Article II. CONSULTATION*

2.1 In order to facilitate the effective execution of this Memorandum, UNDTCD, the Bank and the Fund agree to meet once in each fiscal year of the Bank and the Fund for the purpose of reviewing their joint activities hereunder.

<sup>1</sup> Came into force on 9 September 1985 by signature, in accordance with article X.

2.2 The parties may, however, consult whenever necessary on matters of mutual interest.

### *Article III. EXCHANGE OF INFORMATION*

3.1 The organizations agree to an exchange of information and documentation to the fullest extent possible on matters of common interest subject to arrangements which may be required to safeguard the confidential or restricted character of certain information and documents. Where appropriate, and subject to the agreement of the Government concerned, information relating to specific projects may be exchanged at the request of the parties.

3.2 The Bank and the Fund will keep UNDTCD informed of developments in their pending programme which are of interest to UNDTCD. In this connection, the Bank and the Fund shall forward to UNDTCD, on a regular and timely basis, their quarterly operational summaries and UNDTCD will, in turn, keep the Bank and Fund informed of developments in its work programme which are of interest to the Bank and/or the Fund.

### *Article IV. FINANCIAL PROVISIONS*

4.1 The cost of each activity to be undertaken, under Article 1, with the exception of technical assistance components of projects financed by the Bank and/or the Fund, shall be agreed upon in advance by the Bank or the Fund, as the situation requires, and UNDTCD through an exchange of letters. The cost of activities to be performed by UNDTCD in connection with Bank or Fund projects should be the subject of separate agreement between UNDTCD and the Government concerned in consultation with the Bank or the Fund.

4.2 Where missions are undertaken by UNDTCD, at the request of the Bank or the Fund, UNDTCD shall indicate to the respective party in advance, the staff member(s) to be sent and the estimated duration and costs of the missions. The Bank or the Fund shall communicate its agreement to UNDTCD in respect of the costs and the staff member(s) selected and shall bear the costs agreed upon.

4.3 The parties hereto may seek external financing for activities agreed upon and shall keep each other informed of efforts undertaken and the results obtained in relation thereto.

4.4 All activities undertaken by UNDTCD shall be subject to the internal and external audit procedures of the United Nations Organization in accordance with its financial rules and regulations.

### *Article V. DESIGNATED REPRESENTATIVES*

5.1 The Under-Secretary-General of UNDTCD and the President of the Bank and the Fund may designate certain officials to act as liaison officers to facilitate collaboration between the staff of the organizations hereto with respect to the implementation of the activities hereunder and their respective internal administrative procedures.

### *Article VI. AMENDMENTS*

6.1 This Memorandum may be amended or modified by mutual consent of the parties hereto. Each party shall give a full and sympathetic consideration to any proposal advanced by either party hereto party under this paragraph. Any such amendment or modification shall be made through an exchange of letters by the Under-Secretary-General of UNDTCD and the President of the Bank and the Fund.

*Article VII. SETTLEMENT OF DISPUTES*

7.1 Any disagreement arising from the interpretation or the application of the present Memorandum shall be settled by negotiation between representatives of UNDTCD, the Bank and the Fund.

*Article VIII. DURATION*

8.1 This Memorandum shall be in force for an indefinite period. Notwithstanding this, either of the parties may terminate this Memorandum of Understanding by giving six (6) months written notice to the other.

8.2 Upon termination by either of the parties, in accordance with the provisions of paragraph 8.1, the parties agree to take all necessary steps to ensure that such termination does not operate to the prejudice of any activities or financial obligations undertaken pursuant to this Memorandum and before such notice of termination was given.

*Article IX. WAIVER*

9.1 Nothing in this Memorandum shall be constructed as a waiver, express or implied, of the privileges and immunities of the United Nations Organization.

*Article X. ENTRY INTO FORCE*

10.1 This Memorandum shall enter into force following the authorization of the Board of Governors of the Bank and the authorization of the Board of Governors of the Fund and upon the signature thereof by the President of the Bank and the Fund and the Under-Secretary-General of UNDTCD.

*Article XI. ADDRESSES*

11.1 All written communications required or permitted by this Memorandum shall be deemed to have been duly given or made when it shall be delivered by hand, mail, telegram or cable to the following addresses, or such other addresses as shall be specified in writing by the parties:

For the United Nations Organization:

Mail Address:

United Nations Organization  
Department of Technical Cooperation for Development  
New York, N.Y. 10017

Telex: UNATIONS, NEW YORK  
126171 UNATIONS

For the Bank and the Fund:

Mail Address:

African Development Bank and Fund  
01 B.P. 1387  
Abidjan 01  
Ivory Coast  
Telex: 23717/23498

IN WITNESS WHEREOF, the United Nations Organization, acting through its Department of Technical Cooperation for Development, the Bank and the Fund, each acting through its duly authorized representative, have signed the present Memorandum of Understanding at . . . . . on the 9th day of September 1985, in two original copies in English, each being equally valid.

For the United Nations Organization:

[Signed]

XIE QIMEI

Under-Secretary-General  
Department of Technical Co-operation  
for Development

For the African Development Bank

For the African Development Fund:

[Signed]

BABACAR N'DIAYE

President

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