

**No. 1006**

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**UNITED NATIONS  
(UNITED NATIONS INDUSTRIAL  
DEVELOPMENT ORGANIZATION)  
and  
AFRICAN DEVELOPMENT BANK**

**Co-operation Agreement. Signed at Vienna on 26 January  
1983**

*Authentic texts: English and French.*

*Filed and recorded by the Secretariat on 1 March 1988.*

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**ORGANISATION DES NATIONS UNIES  
(ORGANISATION DES NATIONS UNIES  
POUR LE DÉVELOPPEMENT INDUSTRIEL)  
et  
BANQUE AFRICAINE DE DÉVELOPPEMENT**

**Accord de coopération. Signé à Vienne le 26 janvier 1983**

*Textes authentiques : anglais et français.*

*Classé et inscrit au répertoire par le Secrétariat le 1<sup>er</sup> mars 1988.*

## CO-OPERATION AGREEMENT<sup>1</sup> BETWEEN THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION AND THE AFRICAN DEVELOPMENT BANK

The United Nations Industrial Development Organization (hereinafter called "UNIDO") and the African Development Bank (hereinafter called "the Bank"),

Considering that industrial development and technical co-operation, as part of the general process of economic and social development, are of common concern to the member countries of both organizations,

Considering that co-operation and collaboration between the two organizations would render their respective activities more effective and would be beneficial to their member countries,

Hereby agree as follows:

### *Article 1. PURPOSE*

The purpose of this Agreement is to facilitate co-operation and collaboration in countries having common membership in the two organizations.

### *Article 2. TYPES OF ACTIVITIES*

The parties to this Agreement intend to co-operate in the following categories of activities:

- a) Identification, preparation and appraisal of industrial investment projects for which financing through the Bank has been requested;
- b) Evaluation of on-going and completed projects financed by the Bank;
- c) Promotion of investment projects identified and prepared, with a view to finding suitable partners in industrialized countries;
- d) Study of requests for financing submitted to the Bank and assistance in locating additional sources of finance (for "co-financing" arrangements) for industrial projects;
- e) Execution of industrial projects in the context of technical assistance programmes, especially those mentioned under (a) and (b) above.
- f) Training of professional and technical personnel to familiarize them with Bank programmes, as well as arrangement of seminars and courses relating to industrial activities;
- g) Preparation, execution or back-stopping of sectoral and industrial studies concerning individual countries, regions or subregions;
- h) Promotion of industrial co-operation and exchange of information among developing countries, and between member countries of the Bank and developed countries;
- i) Co-ordination of policies and activities for the transfer and development of appropriate technology and know-how;

<sup>1</sup> Came into force on 26 January 1983 by signature, in accordance with article 6 (d).

- j) Collaboration in all areas referred to by the Lima Declaration and Plan of Action;<sup>1</sup>
- k) Other related activities as agreed upon between the Bank and UNIDO.

#### *Article 3. METHODS*

1. The Bank and UNIDO shall keep each other informed and, if necessary, shall consult on activities which, in their opinion, afford possibilities for mutual collaboration.

2. When a mission is considered necessary in order to carry out any of the activities referred to in article 2 of the present Agreement, a work plan shall be established through consultations between the Bank and UNIDO. Such a mission shall take place with as much advance notice as possible.

#### *Article 4. FINANCIAL PROVISION*

1. Expenses resulting from the execution of programmes and projects mutually agreed upon shall be the subject of separate agreements. The plans, work and programmes and details of each operation or group of operations shall be established by agreement between the parties.

#### *Article 5. DURATION*

1. The present Agreement shall be concluded for an indefinite period on the understanding, however, that each party shall have the right to terminate it upon six (6) months' notice.

2. Should the Agreement be terminated by either party, the necessary steps shall be taken to ensure that such a decision is not prejudicial to any projects undertaken earlier within the framework of collaboration between UNIDO and the Bank.

#### *Article 6. FINAL PROVISIONS*

a) The parties may enter into such supplementary arrangements or agreements within the scope of this Agreement as may be necessary.

b) Any matter for which no provision is made in this Agreement shall be settled in a manner mutually acceptable to the parties and, in this regard, each party shall give the most sympathetic consideration possible to any proposal advanced by the other party.

c) The provisions of the present Agreement may be amended at any time by mutual agreement between the two organizations.

d) This Agreement shall, after approval by the competent organs of the Bank and by UNIDO, enter into force on the date of its signature by the Vice President of the African Development Bank and the Executive Director of UNIDO.

e) Any notice or request required or permitted under this Agreement shall be in writing. Such notice or request shall be deemed to have been given or made in due form when it has been delivered by hand, mailed or cabled to the party to which it is to be given or made at such party's address specified below or at such other address as the party shall have specified in writing to the party giving such notice or making such request.

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<sup>1</sup> Report of the United Nations Conference on Technical Cooperation among Developing Countries, A/CONF.79/13, September 1978.

*For the Bank:*

Mail address:  
African Development Bank  
P.O. Box 1387  
Abidjan  
Ivory Coast  
Cable address: AFDEV Abidjan

*For UNIDO:*

Mail address:  
United Nations Industrial Development Organization  
P.O. Box 300  
1400 Vienna  
Austria  
Cable address: UNIDO Vienna

IN WITNESS WHEREOF, the Vice President of the Bank and the Executive Director of UNIDO have signed this Agreement in two originals, in English and French, the two texts being equally authentic.

DONE at Vienna, on 26th January 1983.

For the African Development  
Bank:

[Signed]

DONATIEN BIHUTE  
Vice President

For the United Nations  
Industrial Development Organization:

[Signed]

ABD-EL RAHMAN KHANE  
Executive Director

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