

No. 1016

**UNITED NATIONS
(UNITED NATIONS CHILDREN'S FUND)
and
AFRICAN DEVELOPMENT BANK
AND AFRICAN DEVELOPMENT FUND**

Cooperation Agreement. Signed at Abidjan on 1 July 1988

Authentic text: English.

Filed and recorded by the Secretariat on 1 July 1988.

**ORGANISATION DES NATIONS UNIES
(FONDS DES NATIONS UNIES POUR L'ENFANCE)
et
BANQUE AFRICAINE DE DÉVELOPPEMENT
ET FONDS AFRICAIN DE DÉVELOPPEMENT**

Accord de coopération. Signé à Abidjan le 1^{er} juillet 1988

Texte authentique : anglais.

Classé et inscrit au répertoire par le Secrétariat le 1^{er} juillet 1988.

COOPERATION AGREEMENT¹ BETWEEN THE AFRICAN DEVELOPMENT BANK AND THE AFRICAN DEVELOPMENT FUND AND THE UNITED NATIONS CHILDREN'S FUND

This COOPERATION AGREEMENT (hereinafter called "the Agreement") is entered into this 1st day of July 1988 by and between the AFRICAN DEVELOPMENT BANK (hereinafter called "the Bank"), the AFRICAN DEVELOPMENT FUND (hereinafter called "the Fund"), of the one part, and the UNITED NATIONS CHILDREN'S FUND (hereinafter called "UNICEF"), of the other part;

Considering that the objective of the Bank and the Fund is to contribute to the economic development and social progress of the African member countries of the Bank (the "Regional Member Countries");

Noting the role of UNICEF in providing aid to Regional Member Countries in their efforts to undertake long-range and far-reaching programmes benefiting children, youth and women;

Recalling the United Nations Programme of Action for African Economic Recovery and Development 1986-1990 (UN-PAAERD);

Recalling further Resolution AHG/RES 163 (XXIII) adopted in July 1987 by the Assembly of the Heads of State and Government of the Organization of African Unity proclaiming 1988 as the year for the protection, survival and development of the African Child;

Conscious of the need to improve the nutritional, health and educational status of vulnerable population groups and local communities in Regional Member Countries;

Convinced that cooperation between the parties to this Agreement would best serve their objectives and render their respective activities more effective and beneficial to the Regional Member Countries;

Hereby agree as follows:

Article I. PURPOSE

The purpose of this Agreement shall be to provide a framework of cooperation and facilitate collaboration between the parties hereto in providing assistance to Regional Member Countries for the promotion of child welfare and the improvement of socio-economic conditions of vulnerable population groups, having regard to the respective objectives and functions of the parties.

Article II. AREAS OF COOPERATION

The parties hereto agree to cooperate in the following areas of activity:

- i) Identification, preparation and appraisal of development projects and programmes sponsored by either party in Regional Member Countries and benefiting children, youth and women, particularly in priority fields such as rural and peri-urban water supply, population, credit to women, household food security, production and distribution of essential drugs, primary health care, mother and child health, sanitation, nutrition and education;

¹ Came into force on 1 July 1988 by signature, in accordance with article IX.

- ii) Participation in the financing of projects and programmes in Regional Member Countries and identification of complementary sources of finance;
- iii) Assistance by UNICEF in the implementation of projects and programmes sponsored by the Bank or the Fund, through the provision of physical and technical facilities;
- iv) Supervision of on-going projects and programmes and post-evaluation of completed projects and programmes, financed by the Bank or the Fund;
- v) Undertaking joint studies, particularly those concerning the conditions of children, youth and women and other vulnerable population groups in Regional Member Countries;
- vi) Training of professional and technical personnel of the Bank, UNICEF and Regional Member Countries, as well as organizing and conducting orientation courses and seminars, workshops and symposia related to matters of common interest;
- vii) Exchange of experience and information on structural economic adjustment in Regional Member Countries and analysis of its effects, particularly on vulnerable population groups;
- viii) Assistance to Regional Member Countries in the design, implementation and post-evaluation of structural adjustment programmes, with particular emphasis on the social dimensions, components and impact of such programmes;
- ix) Other related activities as may be agreed upon by the parties from time to time.

Article III. CONSULTATION AND EXCHANGE OF INFORMATION

1. The parties to this Agreement shall, on a regular basis, keep each other informed of their respective sectoral priorities, policy approaches and periodic activities programmes and, where necessary, consult on matters of common interest which in their opinion are likely to lead to mutual collaboration.

2. Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements which may be required to safeguard the confidential and restricted character of certain information and documents.

3. The parties hereto shall, at least once a year and at such intervals as they deem fit, convene meetings to review the progress of activities being carried out under the present Agreement and to plan future activities.

4. The parties will invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

Article IV. IMPLEMENTATION OF THE AGREEMENT

The President of the Bank and the Fund and the Executive Director of UNICEF shall make the arrangements necessary for ensuring the satisfactory implementation of this Agreement.

Article V. FINANCIAL PROVISIONS

Costs or expenses relating to, or arising from, an activity undertaken pursuant to this Agreement shall be borne by one or both of the parties in accordance with an agreement previously reached by the parties in regard to the activity concerned.

Article VI. DURATION

1. The present Agreement shall be concluded for an indefinite period; it being understood that each party shall have the right to terminate it at any time by giving a six months advance notice to the other party;

2. In the event of termination of the Agreement by any of the parties, necessary steps shall be taken to ensure that such a decision is not prejudicial to any activities then in progress within the framework of this Agreement.

Article VII. AMENDMENT

1. The parties may enter into such supplementary arrangements or agreements within the scope of this Agreement as may be appropriate.

2. The provisions of the present Agreement may be amended at any time by mutual agreement between the parties.

Article VIII. NOTICES AND ADDRESSES

Any notice or request required or permitted to be given or made under this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, mail, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For the Bank and the Fund:

Mail Address:

African Development Bank and
African Development Fund
01 B.P. 1387
Abidjan 01, Côte d'Ivoire

Cable Address:

AFDEV Abidjan

Telex Address:

23717/23498

For UNICEF:

Mail Address:

UNICEF
3 United Nations Plaza
New York, N.Y. 10017
U.S.A.

Cable Address:

UNICEF NEW YORK

Telex Address:

239521 UNICEF (RCA)
575989 UNICEF (TRT)

Article IX. ENTRY INTO FORCE

This Agreement shall enter into force upon signature thereof by the President of the Bank and the Fund and the Executive Director of UNICEF.

IN WITNESS WHEREOF the Bank, the Fund and UNICEF each acting through its duly authorized representative, have signed this Agreement in two counterparts, in the English language on the date first above written.

African Development Bank
African Development Fund:

[Signed]

FERWAT LOUNES
Vice President

United Nations Children's Fund:

[Signed]

MARCO VIANELLO CHIODO
Deputy Director General
