

AGREEMENT OF COOPERATION AMONG 13 LABOUR-BASED TRAINING INSTITUTIONS IN AFRICA MADE UNDER THE AUSPICES OF THE INTERNATIONAL LABOUR ORGANIZATION (ILO-GENEVA)

[TOGO, GHANA, TUNISIA, MADAGASCAR, ZAMBIA, KENYA, TANZANIA, UGANDA, ETHIOPIA, LESOTHO, CAMEROUN, MALI and BURKINA FASO, RWANDA and SOUTH AFRICA AS INVITEES]

NOVEMBER 2015; ADDIS ABABA, FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA

General Background

On 4th December 2009, the Appropriate Technology Training Institute (ATTI) located in Mbeya, Tanzania; the Mt. Elgon Labour-based Training Centre (MELTC) located in Mbale, Uganda; and Kisii Training Centre (KTC) located in Kisii, Kenya signed a General Agreement of Cooperation. The purpose of the Agreement was to foster labour based technology and its training within the domains of each party. This Agreement was for three years ending in December 2012.

Between 25th November and 1st December 2012 the three Centres conducted a study tour to CF HIMO Training Centre in Antsirabe, Madagascar. At the end of the study tour, the three Centres agreed to renew the General Agreement of Cooperation putting into consideration experiences of the past Agreement. Additionally CF HIMO of Madagascar expressed its interest to join the cooperation; which idea was welcomed. Accordingly CF HIMO was included in the renewed Agreement signed on 30th November 2012. This was to last for 5 years and was witnessed by the National Coordinator of ILO - Intensive Labour Project, Madagascar.

In promotion of the Cooperation there was a loose commitment by the International Labour Organisation (ILO) to facilitate at least an annual meeting of the Principals of the Training Centres. In September 2015 however, the ILO office in Geneva decided that it would be beneficial to expand the meeting to include a total of 13 training institutions in Africa and Rwanda and South Africa where such centres at the phase of establishment. These institutions were accordingly invited for a 3 days workshop that took place from 16th - 18th November 2015 in Addis Ababa, in the Federal Democratic Republic of Ethiopia. At the end of this workshop, the 13 Centres unanimously agreed to sign a joint General Agreement of Cooperation bearing in mind the Ministerial 'Cotonou Declaration 2015' and with terms as spelt out below:-

The Ministerial 'Cotonou Declaration of 2015'

In October 2015, the 16th ILO Regional Seminar for Labour-based Practitioners was held in Cotonou, Benin. At the end of it, a Ministerial Declaration was signed. Among others it was agreed therein to : *'Adopt and implement capacity building plans to offer expert skills building and management of local labour for better participatory management of local infrastructure facilities, leading to better project ownership by the beneficiary communities, helping to support the decentralization process'*. Accordingly, it was



appreciated that this Agreement was well aligned to the policy direction intimated in the Declaration.

Section 1: General Objective

The main purpose of this Agreement is to foster application of labour-based / labour-intensive methods in carrying out works in all sectors where such methods are appropriate; and to promote proper training of the workforce to deliver acceptable quality of works in the 15 countries party to the Agreement.

Section 2: Fields of Cooperation

The following key areas were identified as posing a challenge for many of the institutions represented and hence it was agreed to include them in the cooperation;

i) Institutional Framework

It was recommended that operating under public semi-autonomous status was the most appropriate for the majority of institutions. Need for legal status and for accreditation very crucial. Inter-sectoral engagements as well as lobbying key stakeholders and legislators were necessary in order to have the required laws passed/conducive legal framework in place;

ii) Sustainable Financing

Experience indicates that in most success stories individual Governments have been committed to funding the institutions. Also with legal status some institutions have been able to benefit from Road Funds due to being cost centres. However there are other avenues possible to generate more income but these among others require proper assessment of demand side for training products as well as ensuring high quality of the products/trainees. Some support from development partners still necessary;

iii) Research, Development and Innovation;

Need to collect, create a database and process data to show impact of the labour intensive works in terms of employment, environmental and socio-economic terms to support advocacy of the method for favourable policy development. Also a need to continuously assess performance and carry out research with a view of deriving more cost effective methods/products to the benefit of the countries.

iv) Training Management

With the concern to unemployment, provision of job opportunities in as many sectors as possible becomes an invaluable strategy. Accordingly targeting the creation of sustainable employment intensive work opportunities is the ultimate goal through efficient and effective trainings methods relevant to the specific country.



Section 3: General Obligations

From the above, obligations of the institutions under this General Agreement of Cooperation among others shall include:

- i) Share documents, materials and advice on how to acquire legal status;
- ii) Share documents and obtain/give guidance on attainment of accreditation;
- iii) Share experiences and subsequently engage key stakeholders in expansion/diversification of labour intensive training products;
- iv) Share experiences of how to derive and market training products to enhance financial sustainability;
- v) For cases where mechanized interventions are more appropriate, share experiences on training personnel to operate and maintain the equipment as well as modalities of managing the civil works;
- vi) Share training manuals, design guidelines and other documentations geared towards individual institutions improving their delivery of training;
- vii) Develop proposals and seek for assistance/collaboration in research ;
- viii) Create linkages with national and international research and higher learning institutions;
- ix) Conduct study tours where necessary to crystallize experience sharing; and
- x) Solicit for support of ILO in advocacy campaign if required.

Section 4: Financial Support/Funding

Each party shall secure on its own funds and other resources necessary for carrying out the (key) objectives of this Agreement. Where resources from mother institutions might be inadequate parties shall strive to secure these from other sources.

For some joint key activities, the Steering Committee may approach ILO and other Development Partners for logistical and technical support for instance facilitating meetings of the Agreement.

Section 5: Intellectual Property

The parties shall be responsible for the publication, commercial exploitation and protection of the intellectual production of the collaboration. This will be carried out in accordance with the conventions concerning intellectual and industrial property rights which presently exist in the respective countries.

Section 6: Steering Committee

Five members from five different countries shall be selected by the parties to this agreement to constitute a committee that will be charged with ensuring smooth running of the rolling out of the Agreement. The elected committee for two (2) years, shall aim at meeting at least once annually. Specifically, the ILO and other Development Partners shall be requested to fund these meetings that should take place in a rotational manner in different countries.



For the present Agreement, the Steering Committee shall comprise of the following:

1. Eng. KISIRA Samuel-UGANDA (President)
2. Eng. MOLEFE LERATO-LESOTHO (Vice-President)
3. Dr SAMAH OURO-DJOBO-TOGO (Secretary)
4. Dr MOUNIR BAHRI-TUNISIA
5. Eng. RIJA ANDRIANIRINA-MADAGASCAR

Alternative members:

1. Eng. Achille KAGABO - RWANDA
2. Arch. Chance Kaonga - ZAMBIA

Section 7: Focal Person at each Institution

For purposes of carrying out relevant obligations, each Institution shall have a Focal Person for any enquiries, communications and follow up actions. The names of these are attached in Annex 1.

Section 8: Liability

No party shall be liable for failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, water, acts of nature, civil disorder, strikes or other disturbances, vandalism, war, riot, sabotage or like causes, nor shall any party be liable in any way for the value of real or personal property destroyed due to such causes.

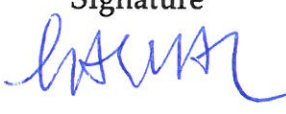
Section 9: Duration

This Agreement has been concluded upon for a period of four (4) years from the date of signature. At the end of this period, the Agreement may be renewed taking into consideration the achievements and experiences, and after communicating them to the responsible authorities. Upon renewal, new office bearers to the Steering Committee and Country focal persons shall be elected.

Section 10: Withdrawal

Any party may withdraw from the Agreement, without need to give any reason, but this shall take effect 6 months after notification.

Signed by all 13 Parties and on this day, the 18th of November, 2015 at Addis Ababa, Ethiopia:

Name	Institution/country	Signature
1. Mr SAMAH Ouro DJOBO	/CERFER-TOGO	
2. Mr	/CAMEROON	



3. Mr Ali KHALFALAH/TUNISIA
4. Martin DAKA/ZAMBIA
5. Zena HAILE Weldeyes/ETHIOPIA
6. Eng. MOLEFE LERATO/LESOTHO
7. Mr ANDRIANIRINA Rija/MADAGASCAR
8. Mr. MAHMOUD M.Chamle/TANZANIA
9. Mr. James MANYARA/KENYA
10. Mr Samuel KISIRA/UGANDA
11. Mr Obeng Ernest KWAME/GHANA
12. Adama MESSAN/BURKINAFASO
13. Touré DIAHARA/MALI

[Handwritten signatures and initials in blue ink, including a large signature for item 4 and others for items 5, 6, 7, 8, 9, 10, 11, 12, and 13.]

Witnessed by:

1. ASFAW KIDANU/ILO
2. Aimable RUSINGIZANDEKWE /RWANDA
3. Albert URIYO/SOUTH AFRICA

[Handwritten signatures in blue ink for the witnesses: ASFAW KIDANU, Aimable RUSINGIZANDEKWE, and Albert URIYO.]