

AGREEMENT

BETWEEN

THE AFRICAN UNION

AND

THE INTERNATIONAL ORGANIZATION FOR MIGRATION

ON

**COOPERATION IN AREAS OF COMMON INTEREST IN THE
IMPLEMENTATION OF AGENDA 2063 AND AGENDA 2030
IN AFRICA**



Agreement between the African Union, represented by the African Union Commission in Addis Ababa, Ethiopia ("AU") and the International Organization for Migration, an organization part of the United Nations system ("IOM"), also individually referred to herein as a "Party" and collectively referred to as the "Parties".

PREAMBLE

WHEREAS the African Union (hereinafter referred to as "AU"), with its headquarters in Addis Ababa, Ethiopia, and the International Organization for Migration (hereinafter referred to as "IOM"), with its headquarters in Geneva, Switzerland, reaffirm their desire to work together in areas of mutual interest through this Agreement;

WHEREAS the AU, established as a unique Pan-African continental body, is charged with spearheading Africa's rapid integration and sustainable development by promoting unity, solidarity, cohesion and African common positions on issues of interest to the continent and its people; promoting peace, security, and stability on the continent; as well as developing new partnerships worldwide;

RECOGNIZING AU's vision of promoting Africa's political and socioeconomic integration and development and, consequently, its positive framing of migration as an effective tool for development, and that economic integration is a key pathway to development and demands labour mobility and other forms of economic engagement that necessitate the free movement of persons in the continent;

RECOGNIZING the AU's aspiration of continental integration as stipulated in the AU's Agenda 2063: The Africa We Want (hereinafter referred to as the "Agenda 2063"), particularly concerning its aspiration for "*An integrated continent, politically united based on the ideals of Pan Africanism,*" and the sustainable development goals of the UN 2030 Agenda for Sustainable Development (hereinafter referred to as the "Agenda 2030"), and its resolve to strengthen the partnership between the AU and the United Nations system organizations in order to implement activities and programs for Africa's inclusive, broad-based and sustainable development;

WHEREAS the AU's policy frameworks on migration and human mobility promote good governance on and the coherent management of migration in Africa and include the Treaty Establishing the African Economic Community (Abuja Treaty, 1991), the African Common Position on Migration and Development (Decision Ex.CL/277 (IX), 2006), the Ouagadougou Action Plan to Combat Trafficking in Human Beings Especially in Women and Children (2006), the African Union Convention for the Protection and Assistance of Internally Displaced Persons in Africa (Kampala Convention, 2009), the African Union Convention on Cross-Border Cooperation (Niamey Convention, 2014), the AU Migration Policy Framework and Plan of Action (MPFA, 2018-2030), the



Protocol to the Treaty Establishing the African Economic Community Relating to Free Movement of Persons, Right of Residence and Right of Establishment (FMP, 2018), and the Agreement Establishing the African Continental Free Trade Area (AfCFTA, 2018);

WHEREAS Article 3 of the Constitutive Act of the African Union determines that one of the objectives of the African Union is to encourage international cooperation, taking due account of the Charter of the United Nations and the Universal Declaration of Human Rights;

WHEREAS Article 3 of the Protocol on Amendments to the Constitutive Act of the African Union recognizes the role of the African Diaspora in the development of the continent and calls for the “full participation of the African Diaspora as an important part of our Continent, in the building of the African Union”;

WHEREAS IOM, as the leading inter-governmental organization in the field of migration, which works closely with governmental, intergovernmental and non-governmental partners, is committed to the principle that humane and orderly migration benefits migrants and society, and acts to assist in meeting the operational challenges of migration, advance understanding of migration issues, encourage social and economic development through migration, and work towards effective respect of the human rights and well-being of migrants;

WHEREAS the New York Declaration for Refugees and Migrants recognizes the need for a comprehensive approach to human mobility, enhanced cooperation at the global level and the commitment of UN Member States to, *inter alia*, protect the safety, dignity, and human rights and fundamental freedoms of all migrants, regardless of their migratory status, and at all times; to combat xenophobia, racism and discrimination towards all migrants; and to strengthen the global governance of migration;

WHEREAS the Global Compact for Safe, Orderly and Regular Migration (GCM) calls on Member States to commit to cooperate internationally to facilitate safe, orderly and regular migration, and the IOM Continental Strategy for Africa seeks to bolster cooperation with the African Union Commission (AUC) to achieve the goal of enhanced migration governance in Africa;

COGNIZANT of the Parties’ shared understanding that humane and orderly migration benefits migrants and societies, as reiterated by the African Union Peace and Security Council at its 661st Meeting, and that the benefits of free movement of persons far outweigh the real and potential security and economic challenges that may result from, or be perceived as resulting from free movement;

CONVINCED that the strengthening of cooperation between the AU and the IOM through the implementation of the AU’s policy frameworks on migration and human mobility, the Migration Policy Framework and further on the

implementation of the GCM would be of mutual benefit to the Parties and would enhance cooperation between Member States on migration and mobility governance;

COMMITTED to give effect to the AU Executive Council Decision EX.CL/Dec.304(IX) requesting the AUC in consultation with IOM to assist Member States to develop and implement sound migration policies;

RECOGNIZING that cooperation and collaboration between the Parties would serve their common objectives and render their respective programs more effective and beneficial to their beneficiaries and stakeholders;

HAVE AGREED AS FOLLOWS:

ARTICLE I **Objectives and Scope**

The objective of this Agreement is to facilitate cooperation and collaboration between the Parties hereto, on a non-exclusive basis, in areas of common interest and to establish the arrangements necessary for the implementation of this Agreement. Conditional upon the availability of resources and the Parties' respective mandates, such collaboration will include, but not be limited to:

- i) Building synergy and leveraging each organization's mandate to support the implementation of Agenda 2063 and Agenda 2030;
- ii) Supporting the development and implementation of the AU integration agenda through the vehicles of the Protocol on Free Movement in Africa and the AfCFTA;
- iii) Ensuring the orderly and humane management of migration and respect for the human rights of migrants in accordance with international human rights law, promoting international cooperation on migration issues, searching for practical solutions to migration challenges, and providing humanitarian assistance to migrants and Internally Displaced Persons (IDPs);
- iv) Popularizing and implementing the AU Migration Policy Framework for Africa and Plan of Action (MPFA, 2018-2030) and the IOM migration commitments for Africa at continental, regional and country levels;
- v) Popularizing and supporting the AU in assisting its Member States in the implementation of the Global Compact on Migration in Africa at all levels in the continent within the agreed coordination framework;



- vi) Providing policy guidance, technical support and operational assistance to the AU in enhancing migration governance and ensuring that a rights-based approach to migration is at the core of continental, regional and national development policies and programs;
- vii) Supporting joint resource mobilization efforts to ensure the effective implementation of AU-IOM joint initiatives;
- viii) Promoting dialogue among AU and other stakeholders in the continent on migration and human mobility governance to advance an understanding of its opportunities and challenges, and developing comprehensive solutions to better harness the benefits of migration and mitigate its negative impacts;
- ix) Developing relevant joint policies and programs that enhance the protection of vulnerable migrants and IDPs, especially women and children;
- x) Developing initiatives that support harnessing of remittances for development of migrant sending countries, and the enhanced engagement of diasporas for the development of their countries and of the continent.

ARTICLE II

General Principles of Cooperation

1. Within their respective mandates and subject to available resources, the Parties will act in close collaboration and hold consultations on all matters of common interest. To this end, the Parties shall consider the appropriate framework for such consultations as and when necessary.
2. The Parties decide that the activities related to the areas of cooperation set out in this Agreement will be coordinated, to the extent possible, to achieve the maximum cooperation, complementarity and the elimination of unnecessary duplication between them, and that when common interests so dictate, either Party may request the cooperation of the other.
3. Each Party will endeavour, in so far as possible and in compliance with its constituent instruments and decisions of its competent bodies, to respond favourably to such requests for cooperation in accordance with procedures to be mutually agreed upon.

ARTICLE III

Implementation Mechanism

1. The Parties decide that, in order to facilitate the attainment of their objectives, periodic and regular consultations will be held on the areas of common interest provided for in Article I, and on joint initiatives as



provided under Article VI. The AU will facilitate the participation of relevant structures, agencies and organs.

2. The Parties will hold annual coordination meetings, at the highest possible levels, to follow up and review the implementation of this Agreement.
3. The Parties will take appropriate measures to ensure effective cooperation and liaison through the IOM Special Liaison Office in Addis Ababa, Ethiopia.

ARTICLE IV

Attendance at Meetings and Reciprocal Representation

1. In accordance with the applicable rules of procedure and decisions taken by the competent bodies concerning the attendance of meetings by external institutions, the AU will invite IOM representative(s) to meetings and conferences convened by the AU to which intergovernmental organizations have been invited, whenever matters of interest to IOM are to be discussed.
2. In accordance with the applicable rules of procedure and decisions taken by the competent bodies concerning the attendance of meetings by observers, IOM will invite AU representative(s) to meetings and conferences convened by IOM to which intergovernmental organizations have been invited, whenever matters of interest to the AU are to be discussed.

ARTICLE V

Exchange of Information and Documentation

1. The Parties will exchange information and documentation in the public domain to the fullest extent possible on matters of common interest and will keep each other informed of current and planned activities of mutual interest for the purpose of identifying areas in which cooperation between them may prove desirable.
2. Where appropriate and subject to the necessary requirements, information and documentation relating to specific projects or programmes may also be exchanged between the Parties with a view to attain better complementary action and effective coordination between the Parties.
3. Any form of reproduction, dissemination, copying, disclosure, modification, distribution or publication of the shared information under Paragraph 2 will only be undertaken with the prior written consent of the disclosing Party.



ARTICLE VI

Joint Activities

1. The Parties may, on conditions mutually agreed upon through supplementary arrangements, and within the limits of their respective mandates and resources, decide to act jointly in the carrying out of joint studies, research, or cooperate in the implementation of specific programmes or projects, relating to matters of common interest. Supplementary arrangements will define the modalities for the participation of each Party in such activities and will determine the expenses payable by each of them.
2. Any activities carried out under this Agreement will be subject to their inclusion in each Party's respective programme of work and budget and will be carried out in accordance with each Party's respective rules and regulations. Nothing in this Agreement shall be construed as interfering with the independent decision-making authority of each Party.
3. The Parties may, whenever they consider it desirable, set up commissions, committees or other technical or advisory bodies, on terms and conditions to be mutually agreed upon in each case, to advise them on matters of common interest.

ARTICLE VII

Provision of Expertise

In accordance with Articles I and XIV, the Parties may, on conditions to be mutually agreed in each case and within the limits of their respective mandates and resources, make available their experience and/or provide expertise to the other.

ARTICLE VIII

Channel of Communication and Notices

1. For the purpose of facilitating the implementation of this Agreement, the channels of communication (focal points) for the Parties will be:
 - (a) for the AU:
Director of Social Development, Culture and Sport
Department of Health, Humanitarian Affairs and Social Development
 - (b) for IOM:
Director, Special Liaison Office in Addis Ababa



2. Either Party may, by notice in writing to the other Party, designate additional representatives or substitute other focal points for those designated in this article.
3. Any notice, request or other communication under this Agreement will be in writing and will be deemed to have been duly given or made when it has been delivered by hand, mail, cable, telex, facsimile or e-mail, as the case may be, by either Party to the other at the address specified in the Agreement or such other address as either Party may notify to the other Party.

ARTICLE IX Use of Logo

The logo of either Party may only be used by the other Party in connection with the activities that may be undertaken in accordance with this Agreement, subject to the prior written approval of the other Party. If such approval is given, the usage shall be on a non-exclusive basis and the Party using the logo of the other Party shall strictly comply with the written instructions of the other Party and with its guidelines and specifications.

ARTICLE X Financial Arrangements

Each Party will bear the costs and expenses relating to, or arising from, its implementation of this Agreement or participation in activities undertaken pursuant to this Agreement, unless otherwise agreed by the Parties through separate financial arrangements.

ARTICLE XI Privileges and Immunities

Nothing in or relating to this Agreement will be deemed a waiver, express or implied, of any of the privileges and immunities of either of the Parties as intergovernmental organizations.

ARTICLE XII Intellectual Property

1. This Agreement is not intended to create any new intellectual property rights. The Parties shall maintain any pre-existing intellectual property rights in regard to any documents, materials and other works used in or resulting from the activities under this Agreement.
2. If issues relating to intellectual property and rights thereto arise, the Parties will consult each other as appropriate and, if circumstances so require, may enter into supplementary agreements referred to in Article XIV.



ARTICLE XIII
Confidentiality and Data Protection

1. With the exception of the information exchanged pursuant to Article V(1), all information, including personal information, which come into the Parties possession or knowledge in connection with this Agreement, is to be treated as strictly confidential.
2. No personal information shall be communicated to any third party without the prior written approval of the person concerned. Each Party shall comply with its own Data Protection Principles in the event that it collects, receives, uses, transfers, stores or otherwise processes any personal data in the performance of projects that may be jointly implemented by the Parties.
3. The obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE XIV
Supplementary Arrangements

The Parties may, by mutual written consent, enter into supplementary arrangements for the purpose of cooperation and coordination as may be found desirable for the implementation of this Agreement.

ARTICLE XV
Settlement of Disputes

1. In the event of a dispute, controversy or claim arising out of or in relation to this Agreement, the Parties shall use their best efforts to promptly settle such dispute through amicable negotiations.
2. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either Party has notified the other party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, will be brought to the attention of the Chairperson of the AUC and Director General of IOM for final determination.

ARTICLE XVI
Coming into Effect, Duration, Amendments and Termination

1. This Agreement will come into effect on the date of its signature by the duly authorized representatives of the Parties. Upon its coming into effect, both Parties will publicize it among their field and headquarters personnel.
2. This Agreement will remain in force for a period of three (3) years unless terminated in accordance with the provision of Paragraph 4.



3. This Agreement may be amended by mutual consent of the Parties. Each Party may give sympathetic consideration to any amendment proposed by the other Party. The proposed amendment will be made in writing to the other Party and come into effect upon its acceptance in writing by the Parties. Any amendments shall be appended to and become an integral part of this Agreement.
4. The Agreement may be terminated by mutual written consent, or by one Party giving the other Party six (6) months written notice of its intention to terminate this Agreement. Such termination will take effect as of the date specified in the termination notice, provided that the provisions contained herein will remain in effect to the extent necessary to permit an orderly settlement of all arrangements made with respect to on-going cooperation activities.
5. This present Agreement supersedes the Agreement concluded between IOM and the Organisation of African Unity, now AU, which entered into force on 17 November 1998.

IN WITNESS WHEREOF, the undersigned representatives of the African Union and of the International Organization for Migration, respectively, have signed, in duplicate in the English Language, the present Agreement in Geneva, Switzerland, this 28th day of February 2022.

For the African Union



H.E. Minata Cessouma Samate
Commissioner for Health,
Humanitarian Affairs and Social
Development

**For the International
Organization for Migration**



António Vitorino
Director General, IOM