

Acuerdos Bilaterales

Clasificación: 20-2003

Fecha de Ingreso: 7 de abril de 2003

Nombre de Acuerdo: Agreement for support the elaboration of American Declaration on the Rights of Indigenous Peoples

Materia: Relaciones Específicas de Cooperación

Partes: SG/OEA & Finland (The Ministry of Foreign Affairs)

Referencia: Finlandia

Fecha de Firma: 18 de enero de 2003

Fecha de Inicio: 18 de enero de 2003

Fecha de Terminación:

Lugar de Firma: Washington, D.C, Estados Unidos

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

**AGREEMENT
BETWEEN
THE MINISTRY FOR FOREIGN AFFAIRS OF FINLAND ("THE MINISTRY")
AND
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES ("THE AGENCY")**

Description of activities to be carried out under this Agreement ("the Activities") Support to the elaboration of American Declaration on the Rights of Indigenous Peoples

Name of the Agency: General Secretariat of the Organization of American States

Full address: 17th Street & Constitution Ave. N.W.
Washington DC, 20006

Official of the Agency authorized to send and receive written notice required under this agreement: Jorge Sanín, Principal Specialist
Secretariat for the Summit Process

Telephone No: 202.458.69.05

Telefax No: 202.458.36.65

E-mail address: jsanin@oas.org

Bank account: Bank of America
ABA/ROUTING#: 054001204

730 15th Street, NW
Washington DC, 20005-1012
USA

Account Number: 002080125354

Account Name: General Secretariat of the OAS

Project Name: Working Group on Indigenous Rights

Project Number: SG-SUM/004

Recipient Area: Secretariat for the Summit Process

Official of the Ministry authorized to send and receive written notice required under this agreement: Ritva Jolkkonen,
Director General
Department for International Development Cooperation

All other written communication
to and from the Ministry shall be
communicated through the
following address:

Ministry for Foreign Affairs, Division for America, Asia and Oceania, Unit
for Latin America, Katajanokanlaituri 3, 00160 Helsinki, Finland

The Ministry and the Agency ("the Parties") hereby agree to the following terms and conditions:

ARTICLE I Contribution

1.1 The Ministry shall make available to the Agency, on a grant basis and subject to annual parliamentary approval in Finland, a contribution of up to a maximum of ninety three thousand Euros (E 93.000) to the Specific Fund to support the activities described in Article 2.1 below and the corresponding annexes for the elaboration and finalization of the American Declaration on the Rights of Indigenous Peoples during the period of 2003. The amount of sixteen thousand three hundred twenty five US dollars and fifty one cents (US\$16,325.51) currently in that Specific Fund is available for the same purpose.

ARTICLE II Activities

2.1 The Agency shall carry out the Activities in accordance with the documents (detailed plan and budget) attached as Annex to this Agreement or as may otherwise be agreed in writing between the Ministry and the Agency.

ARTICLE III Disbursements

3.1 The contribution shall be paid to the Agency in one instalment. The contribution shall be given upon the entry into force of this Agreement or as may otherwise be agreed by the Parties.

3.2 The payment shall be made to the Agency against a written request made by the Agency to the Ministry, upon the entry into force of this Agreement.

ARTICLE IV Reporting and accounting

4.1 The Agency shall, in accordance with the Ministry's instructions, provide the Ministry with a written report on the implementation of the Activities within three months of their completion. The report shall include an audited financial statement on the use of the contribution.

4.2 The Agency shall permit the representatives of Ministry to carry out any inspection or audit in respect of the use of the contribution.

ARTICLE V

Information

5.1 The Agency shall provide the Ministry with such other information on the Activities as may be reasonably requested from time to time for public information, dissemination or other purposes.

5.2 The Agency and the Ministry shall promptly inform each other of any event or situation which might affect the implementation of the Activities and which may necessitate a modification or alteration of the scope, implementation, the agreed budget or other aspects of this Agreement.

5.3 In case any change occurs in the schedule or implementation of the Activities, the Agency shall promptly inform the Ministry.

5.4 The Agency shall in all its publications and reports concerning the Activities, specifically mention that Finland has provided the financial resources for the Activities.

ARTICLE VI

Management of the contribution and procurements

6.1 The use of the Finnish contribution and the management of funds shall comply with the professionally accepted bookkeeping rules and practices. The Agency shall ensure that no illegal or corrupt practices relate to the use of the Finnish contribution.

6.2 All procurements shall be made in accordance with generally accepted principles and good procurement practices. Invitations to tender as well as procurement contracts shall include a clause on the possibility of the tender being rejected and the contract being cancelled, in case any illegal or corrupt practices have been connected with the award or the execution of the contract.

6.3 No offer, gift, payment or benefit of any kind, which would or could be construed as an illegal or corrupt practice, shall be accepted, either directly or indirectly, as an inducement or reward for the award or execution of procurement contracts.

ARTICLE VII

Representatives of the Ministry

7.1 The Agency shall facilitate the participation of the officials or designated representatives of the Ministry in any preparation, review or evaluation missions or other activities relating to the implementation of this Agreement.

ARTICLE VIII

Settlement of Disputes

8.1 The Agency and the Ministry shall seek to settle amicably any differences and disputes arising from or relating to the implementation of this Agreement.

**ARTICLE IX
Special Provisions**

9.1 Any remaining balance of the contribution and the interest accrued thereto shall, at the completion of the Activities or upon the termination of this Agreement, be returned to the Ministry or, in consultation with the Ministry, be reallocated to other activities of the Agency.

9.2 The Ministry reserves the right to suspend payments or claim repayment in full or in part including the interest accrued to the contribution if the funds are found to be misused or not satisfactorily accounted for.

9.3 The Ministry shall not accept any responsibility or liability for any claims, debts, demands, damage or loss as a result of the implementation of this Agreement.

**ARTICLE X
Entry into Force and Amendments to the Agreement**

10.1 This Agreement shall enter into force upon signature by the Ministry and the Agency and remain in force until all the obligations have been duly fulfilled by the Ministry and the Agency, unless terminated earlier by either Party by giving a notice in writing to the other Party three months prior to the termination.

10.2 Any amendment or modification to this Agreement shall be agreed on between the Ministry and the Agency in writing.

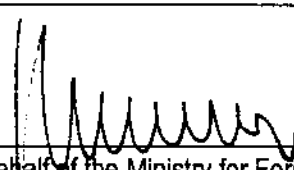
10.3 Each Party may change the designation of the official it has appointed for purposes of giving and receiving written notice under this Agreement by way of prior written notice to the other.

This Agreement is made in two originals in the English language and duly signed by the authorized representatives of the Ministry and the Agency.

Place day month year

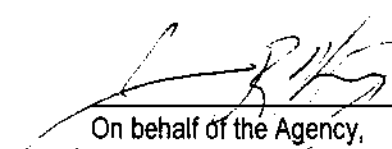
Washington DC 28/7/03

Place day month year



On behalf of the Ministry for Foreign Affairs,

Ambassador Jukka Valtasaari
Permanent Observer Mission of Finland



On behalf of the Agency,

James R. Harding
Assistant Secretary for Management