

## **Acuerdos Bilaterales**

Clasificación: 54-2005

Fecha de Ingreso: 20 de junio de 2005

Nombre de Acuerdo: Agreement between the Ministry for Foreign Affairs of Finland ("The Ministry") and the General Secretariat of the Organization of American States ("The Agency")

Materia: Poblaciones indígenas

Partes: SG/OEA & the Ministry for Foreign Affairs of Finland

Referencia: FINLAND

Fecha de Firma: 22 de noviembre de 2004

Fecha de Inicio: 22 de noviembre de 2004

Fecha de Terminación: Hasta que todas las obligaciones hayan sido cumplidas

Lugar de Firma: Washington, D.C.

Unidad Encargada: Oficina de Cumbres

Persona Encargada: Jorge Sanín

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:      17<sup>th</sup> Street & Constitution Ave. N.W.  
Washington DC, 20006

Official of the Agency authorized to send and receive written notice required under this agreement:      Luis Alberto Rodriguez, Director  
Office for the Summit Process

Telephone No:      202.458.3581  
Telefax No:      202.458.36.65  
E-mail address:      lrodriguez@oas.org

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

730 15<sup>th</sup> 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: OAS Office for the Summit Process

Official of the Ministry authorized to send and receive written notice required under this agreement:      Päivi Luostarinen  
Director General  
Department for

All other written communication

NOV 24 PM 4:33

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 one hundred and forty thousand Euros (€ 140.000) 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 2004-2006. The amount of ten thousand five hundred thirty-eight US dollars (US\$10,538.00) 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.

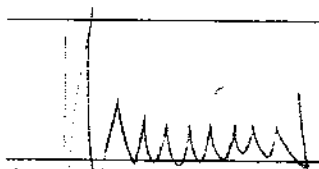
10.2 Any amendment or modification to this Agreement shall be agreed on between the Ministry and the Agency in writing.

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.

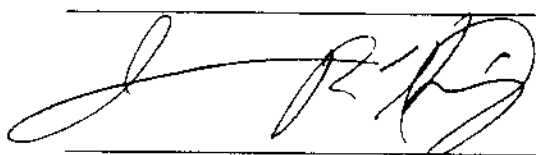
This Agreement is made in two originals in the English language and duly signed by the authorized representatives of the Ministry and the Agency.

Washington DC 23/6/2004  
Place day month year

Washington DC 22/11/2004  
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  
Director, Department for Administration and Finance