

**No. 45299\***

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**South Africa  
and  
Finland**

**Agreement between the Government of the Republic of South Africa and the Government of the Republic of Finland concerning the knowledge partnership on information and communications technology (with annex). Helsinki, 23 August 2007**

**Entry into force:** *23 August 2007 by signature, in accordance with article 16*

**Authentic texts:** *English*

**Registration with the Secretariat of the United Nations:** *South Africa, 15 September 2008*

*\*The texts reproduced below are the original texts of the agreement as submitted. For ease of reference, they were sequentially paginated. The relevant Treaty Series volume will be published in due course.*

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**Afrique du Sud  
et  
Finlande**

**Accord entre le Gouvernement de la République sud-africaine et le Gouvernement de la République de Finlande relatif à l'alliance pour le savoir des technologies de l'information et des communications (avec annexe). Helsinki, 23 août 2007**

**Entrée en vigueur :** *23 août 2007 par signature, conformément à l'article 16*

**Textes authentiques :** *anglais*

**Enregistrement auprès du Secrétariat des Nations Unies :** *Afrique du Sud, 15 septembre 2008*

*\*Les textes reproduit ci-dessous sont les textes authentiques de l'accord tel que soumises pour l'enregistrement. Pour référence, ils ont été présentés sous forme de la pagination consécutive. Le volume correspondant du Recueil des Traités sera disponible en temps utile.*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

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**AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF THE REPUBLIC OF SOUTH**  
**AFRICA**  
**AND**  
**THE GOVERNMENT OF THE REPUBLIC OF FINLAND**  
**CONCERNING**  
**THE KNOWLEDGE PARTNERSHIP ON INFORMATION**  
**AND**  
**COMMUNICATIONS TECHNOLOGY**

TR/150908/I-45299

## **PREAMBLE**

The Government of the Republic of South Africa (hereinafter referred to as "South Africa") and the Government of the Republic of Finland (hereinafter referred to as "Finland") (hereinafter jointly referred to as the "Parties" and separately as a "Party");

**RECALLING** the Agreement on General Terms and Procedures for Development Co-operation between South Africa and Finland signed on 13 November 2001; and

**FURTHER RECALLING** consultations on development co-operation held in Pretoria on 28-29 April 2005 between the Parties;

**HEREBY AGREE** as follows:

## **ARTICLE 1**

### **Scope and Objective**

- (1) The Knowledge Partnership on Information and Communications Technology (hereinafter referred to as "The Programme") shall be implemented in accordance with the Programme Document and the Budget dated July 2007 and attached as Annexure I to this Agreement which shall form an integral part of this Agreement, as well as in accordance with the annual work plans and budgets to be agreed upon.
- (2) The primary objective of the Programme is to support the creation of an environment which facilitates the development and use of Information and Communication Technology (ICT) service applications for the benefit of South African citizens. Thus the Programme seeks to address the creation and delivery models of ICT based service applications which are suitable for South African conditions especially amongst the most vulnerable of the South African population.

## **ARTICLE 2**

### **Principles of Co-operation**

- (1) Respect for human rights, democratic principles, good governance and the rule of law shall form the basis of the co-operation between the Parties and shall constitute the essential elements of this Agreement.
- (2) The Programme shall be implemented in accordance with the principles of transparency and open dialogue.

## **ARTICLE 3**

### **Competent Authorities and Implementing Agency**

- (1) The Department of Science and Technology (hereinafter referred to as "DST") on behalf of South Africa and the Ministry of Foreign Affairs, on behalf of Finland, represented in South Africa by the Embassy of Finland, shall be the Competent Authorities in matters relating to this Agreement.
- (2) DST is charged with the responsibility to implement the Programme.

## **ARTICLE 4**

### **Financing by Finland**

Finland shall for the period 2007 - 2009, subject to Finnish parliamentary approval, contribute a maximum of €3,000,000. 00 (three Million Euros) on a grant basis. This contribution shall be utilised only for the actual costs resulting from the implementation of the Programme.

## **ARTICLE 5**

### **Financing by South Africa**

- (1) South Africa shall contribute R9,000,000. 00 (nine million Rand) for the implementation of the Programme.
- (2) All financial and other resources required for the implementation of the Programme exceeding the Finnish contribution shall be provided by South Africa.

## **ARTICLE 6**

### **Procurement**

- (1) Finland shall procure the supporting services prescribed in the Programme Document and shall after an agreement between the Parties conclude a contract with a service provider to provide the international technical assistance described in the Programme Document. Other procurements for the Programme shall be made by Finland or South Africa as agreed upon between Finland and South Africa.
- (2) 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.
- (3) All procurements shall be made in accordance with generally accepted principles and good procurement practices. Invitations to tender as well as procurement contracts shall, respectively, 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 execution of the contract. The damage or loss caused to the buyer shall, in case of the cancellation of the contract, be compensated by the supplier.

## **ARTICLE 7**

### **Information**

- (1) The Parties shall-
  - (a) promptly inform each other of any event or situation which might affect the implementation of the Programme; and
  - (b) ensure that all relevant authorities and organisations are informed of this Agreement and the Programme.
- (2) Both Parties shall have the right to disseminate information about the Programme, including this Agreement, to the general public and other interested parties.
- (3) Any publication or other material produced in connection with the Programme shall mention that the Programme is being or has been implemented with the financial