

No. 49318

**Finland
and
Lao People's Democratic Republic**

Agreement between the Government of the Republic of Finland and the Government of Laos on strengthening national geographic services in Lao People's Democratic Republic (with annexes). Vientiane, 3 February 2010

Entry into force: *4 April 2010, in accordance with article XV*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *Finland, 17 February 2012*

Only the authentic English texts of the Agreement, including Annexes I-III, and their translations into French, are published herein. The contents of Annexes IV and V are not published herein, in accordance with article 12 (2) of the General Assembly Regulations to give effect to Article 102 of the Charter of the United Nations, as amended, and the publication practice of the Secretariat.

**Finlande
et
République démocratique populaire lao**

Accord entre le Gouvernement de la République de Finlande et le Gouvernement du Laos relatif au renforcement des services géographiques nationaux en République démocratique populaire lao (avec annexes). Vientiane, 3 février 2010

Entrée en vigueur : *4 avril 2010, conformément à l'article XV*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *Finlande, 17 février 2012*

Seuls les textes authentiques anglais de l'Accord et des annexes I à III, accompagnés de leur traduction en français, sont publiés ici. Le contenu des annexes IV et V n'est pas publié ici, conformément aux dispositions du paragraphe 2 de l'article 12 du règlement de l'Assemblée générale destiné à mettre en application l'Article 102 de la Charte des Nations Unies, tel qu'amendé, et à la pratique du Secrétariat dans le domaine des publications.

[ENGLISH TEXT – TEXTE ANGLAIS]

AGREEMENT
between
THE GOVERNMENT OF THE REPUBLIC OF FINLAND
and
THE GOVERNMENT OF LAOS
on
"Strengthening National Geographic Services in Lao PDR"

The Government of the Republic of Finland ("Finland") and the Government of Lao PDR, jointly referred to as "the Parties",

DESIRING to strengthen the friendly relations existing between the two States and their peoples;

RECALLING the Millennium Declaration and the Millennium Development Goals;

CONFIRMING the eradication of extreme poverty as the main objective for the co-operation between the Parties;

REAFFIRMING their commitment to harmonisation of development cooperation activities;

OBSERVING that the overall responsibility for the "Strengthening National Geographic Services in Lao PDR" ("the Project ") lies with Lao PDR;

HAVE AGREED, in respect of the project on Strengthening National Geographic Services in Lao PDR as follows:

ARTICLE I
Scope and Objective

1. The Project shall be implemented in accordance with the Project Document and the Budget, dated January 8, 2010 and attached as Annex IV and V to this Agreement, as well as in accordance with the annual work plans and budgets to be mutually agreed upon.

2. The overall objective of the Project is to reduce poverty and improve land management, sustainable natural resource management and good governance through support to development of national spatial information services. The project purpose is to provide support to the National Geographic Department (NGD) to create, maintain, manage, provide and distribute reliable geographic data services to public and private stakeholders/clients and to plan, budget and manage its information services in Lao PDR.

ARTICLE II
Principles of Co-operation

1. Respect for human rights, democratic principles, good governance and the rule of law shall form the basis for the co-operation between Finland and Lao PDR and constitute the essential elements of this Agreement.

2. The Project shall be implemented in accordance with the principles of transparency and open dialogue.

ARTICLE III
Competent Authorities and Implementing Agency

1. The Ministry for Foreign Affairs of Finland, represented in Lao PDR by the Embassy of Finland in Bangkok, and the Ministry for Planning and Investment of Lao PDR shall be the Competent Authorities to represent their respective Governments in matters relating to this Agreement and are also authorised to conclude agreements on the continuation of this Project including the possible subsequent phases which shall not affect the overall responsibilities of the Parties.
2. The responsibility for the implementation of the Project lies with National Geographic Department of Lao PDR which shall also have the right to represent Ministry for Planning and Investment in matters pertaining to the implementation of the Project and not affecting the overall responsibilities of Lao PDR.

ARTICLE IV
Financing by Finland

The contribution of Finland to the implementation of the Project/Programme in 2010 – 2013 shall, on a grant basis and subject to annual parliamentary approval in Finland, be a maximum of six million Euros (€ 6 000 000). However, the contribution shall only be used up to the actual amount necessary to cover the costs resulting from the implementation of the Project as specified in the Project Document.

ARTICLE V
Financing by Lao PDR

1. Lao PDR shall cover the costs, amounting approximately to five hundred thousand euros (500 000 eur) (approx. 6 348 million Laos kip), as a contribution to the implementation of the Project as specified in the Project Document.
2. All financial and other resources required for the implementation of the Project exceeding the Finnish contribution shall be provided by Laos PDR.

ARTICLE VI
Procurements

1. Finland shall procure the supporting services prescribed in the Project Document and shall conclude a contract with a consulting agency to be agreed upon with Laos PDR. Other procurements for the Project shall be made as agreed upon between Finland and Lao PDR.
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. Furthermore, the damage or loss caused to the buyer shall, in case of the cancellation of the contract, be compensated by the supplier.

**ARTICLE VII
Information**

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

**ARTICLE VIII
Monitoring and Reporting**

The implementation of the Project shall be reported in the manner specified in the Project documentation attached to this Agreement. The reports shall be prepared in accordance with the mutually agreed principles.

**ARTICLE IX
Auditing**

Lao PDR shall permit the representatives of Finland to carry out any inspection or audit in respect of the implementation of the Project. Such an inspection or audit may also be initiated by Lao PDR.

**ARTICLE X
Consultations**

1. The Parties shall be available to each other for mutual consultations in order to:
 - (a) follow up the co-operation; and
 - (b) assess the attainment of the objectives of co-operation as well as the objectives and purposes of the Project.
2. The Parties shall provide each other with all necessary information for the purposes of the consultations.

**ARTICLE XI
Liability**

1. Lao PDR shall bear all the risks arising from the implementation of the projects and programmes under this Agreement. Lao PDR shall be responsible for dealing with claims which

may be brought by third parties against Finland, Consulting Agencies or any member of their Personnel or against a person employed by Finland. Lao PDR shall hold Finland, Consulting Agencies or any member of their Personnel or a person employed by Finland harmless in respect of claims and liabilities arising in connection with the implementation of the projects and programmes.

2. Paragraph 1 above shall not apply where a claim or liability arises from gross negligence, wilful misconduct or criminal conduct established by a court of Lao PDR to the satisfaction of Finland.

3. Lao PDR shall be entitled, in the event any claim is brought under paragraph 1 above, to exercise and enforce any right of set off, counterclaim, insurance, indemnity, contribution or guarantee to which Finland, Consulting Agencies or a member of their Personnel or a person employed by Finland may become entitled.

ARTICLE XII Suspension

1. Both Parties shall have the right, after consulting the other Party, to suspend in whole or in part the financing of the Project if:

- (a) either Party considers that the other Party has failed to fulfil one of the essential elements of this Agreement referred to in Article II.
- (b) the financing by the other Party is not forthcoming in accordance with this Agreement and the Project Document;
- (c) any other obligation under this Agreement or the Project Document is not fulfilled;
- (d) the management of the Project is deemed to be unsatisfactory;
- (e) a condition has arisen which interferes or threatens to interfere with the implementation of the Project or the attainment of the objectives and purposes of the Project; or
- (f) the suspension is warranted by a fundamental change in the circumstances under which the Project was started.

2. The suspension shall cease as soon as the event or events which gave rise to suspension have ceased to exist.

3. Finland reserves the right to claim reimbursement in full or in part of the Finnish contribution if it is found to be misused or not satisfactorily accounted for.

ARTICLE XIII Commodities

1. Commodities procured in or imported into Lao PDR under this Agreement for the purposes of the Project shall be at the exclusive disposal of the Project.

2. The commodities shall become the property of Lao PDR upon the completion of the Project, unless otherwise agreed by the Parties.