

AGREEMENT

between

**Department of Statistics of Armenia
(DSA)**

and

Statistics Sweden (SCB)

AGREEMENT

Agreement made and entered into by the Department of Statistics of Armenia (DSA9 and Statistics Sweden (SCB);

WHEREAS, the parties of this agreement have established a co-operation within the field of statistics and information systems;

WHEREAS, DSA is continuing to improve systems for providing reliable and timely statistical information in Armenia;

WHEREAS, DSA desires to acquire technical assistance for developing the procedures for collecting, processing, analysing and dissemination of statistics;

WHEREAS, SCB has the capability and the know-how required by DSA and is willing to provide such a technical assistance;

WHEREAS, DSA have requested support from the Swedish International Development Co-operation Agency (Sida) in the form of expert service and equipment with special regard to statistics and data processing;

WHEREAS, Sida has accepted to contribute this co-operation with a maximum amount of SEK 295 000.

Now therefore the parties agree as follows:

Article 1 - Scope of work

SCB will provide DSA with specialist services in statistical and data processing matters.

The Plan of Operation for the co-operation is enclosed in Appendix 1.

Article 2 Volume of work

SCB's performed services under this agreement shall be measured in number of days in relation to identified specific objectives. The estimated number of days is indicated in the Plan of Operation.

Article 15 - General

- A Should circumstances arise which call for modification of the Agreement, these may be made by mutual consent given in writing. Proposals in this respect from one party shall be given due consideration by the other parties. It is understood that such modification may not raise the foreign exchange cost as per enclosed budget.
- B SCB shall not have the right to transfer to other consultants any of its obligations and rights under this Agreement.
- C This Agreement is prepared in the English language. All other correspondence, reports and similar materials shall be available in English.
- D All notices and correspondence from either party to the other party under the Agreement sent by registered mail, by telex, telefax or by hand shall be addressed as follows:

DSA

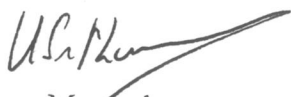
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SCB

Statistics Sweden
International Consulting Office
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Sweden
Phone +46 - 8 - 7834417
Fax +46 - 8 - 7834791

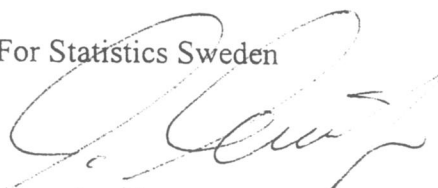
Executed and delivered in two copies
on June 5, 1998

For DSA



Stepan Mnatsakanyan
Chairman of the Department
State Department of Statistics of Armenia

For Statistics Sweden



Arne Arvidsson
Director
International Consulting Office
Statistics Sweden

Article 12 - Force Majeure

No failure or omission of either party to perform any of the terms or conditions in this agreement shall give the other party a claim against such party or be deemed a breach of this agreement, if and to the extent that such a failure or omission arises from Force Majeure and proper notice given to the other party within 15 days from the occurrence of the event, constituting Force Majeure.

Force Majeure consists of sudden events beyond the control of either party, which are impossible to anticipate or predict at the time of signing of the Agreement and which will make it impossible to execute substantial provisions of the Agreement or parts thereof.

The times appointed in the Agreement shall be extended by the length of the period of the Force Majeure, on the conditions that the stoppage of execution shall not exceed 3 months or any such time as may be mutually agreed. If the parties to this Agreement can not agree to an extension either party may terminate this Agreement after giving three months' written notice.

Article 13 - Settlement of disputes

All differences of opinion which may occur as a result of performance under this Agreement, alterations, or interpretation of its contents, and which are not solved through discussions, correspondence or agreements between the parties will be settled according to the rules and procedures of the International Chamber of Commerce.

Article 14 - Authorised representative

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement, may be taken or executed
on behalf of the DSA by the Chairman of the Department or his designated representative,
and
on behalf of SCB by the Director of International Consulting Office or his designated representative.

However, decisions, actions and signatures regarding amendments to this agreement shall, after prior approval by Sida, be executed
on behalf of the DSA by the Chairman of the Department or his designated representative,
and
on behalf of SCB by the Director of International Consulting Office or his designated representative.

A handwritten signature in dark ink, appearing to be 'BA' with a long, sweeping horizontal stroke above it.

Each invoice will be approved by DSA and accompanied by a short summary report on the project by the SCB.

Sida will reimburse SCB for costs within the validity of this agreement.

Article 8 - Reporting

In conjunction to each short term mission, a written report in the English language shall be worked out by the Swedish consultant. In conjunction to each study visit, written reports in the English language shall be worked out by the Armenian participants.

A final report in the English language shall be worked out by both parties.

Article 9 - Agreement duration

- A This Agreement shall become valid upon signing of both parties and upon approval by Sida.
- B This agreement shall, unless sooner terminated pursuant to the provisions herein, remain in full force and effect until SCB has performed the services mentioned in Appendix 1. The agreement shall, however, in no case terminate later than June 1999.

Article 10 - Termination

This Agreement may be terminated by either party giving 3 months written notice.

Article 11 - Damages

1. DSA shall assume, subject to the provision of this article, responsibility in respect of claims resulting from the execution of this Agreement within the territory of Armenia.
2. DSA shall be responsible for dealing with any claims which may be brought by third parties against SCB or its experts, agents or employees and shall defend and hold harmless SCB and its experts, agents and employees in case of any claims or liabilities resulting from the execution of this Agreement, except where it is agreed by DSA and SCB that such claims or liabilities arise from gross negligence or wilful misconduct of such advisors, agents or employees.
3. SCB shall place to the disposal of DSA any information or other assistance required for handling of any case to which Paragraph 2 of this article relates.



Article 3 - Performance

In the performance of work, the staff assigned by SCB to DSA shall use the maximum skill and care possible for the fulfilment of the provisions of this agreement.

Article 4 - Working hours

The SCB experts in Armenia shall work during regular working hours of DSA employees of equivalent status.

Article 5 - SCB staff

All personnel provided by SCB in Sweden as well as in Armenia shall be fully qualified in all statistical or data processing-matters necessary for the performance of the respective assignments and approved by DSA.

SCB shall comply with, and shall require all its personnel to comply with all applicable laws of Armenia. SCB staff shall be approved by DSA.

Article 6 - General support obligations of DSA, DSG and SCA

- A Within the co-operation, DSA shall provide professional counterparts, office accommodation, office material, computing and phone facilities and available pertinent data for official use to perform the services required under this agreement. DSA shall act as co-ordinator of the project in Armenia and also provide the project with sufficient staff.
- B DSA shall pay Armenian personnel for all travel, boarding and lodging expenses for work at locations in Armenia.
- C After terminating the co-operation, office and stationery equipment procured by SCB and funded by Sida within this agreement, shall be the property of DSA.

Article 7 - Cost and mode of payments

The total cost to be covered by Sida, is maximum SEK 295 000 of which a maximum amount of SEK 168 000 shall be fees and SEK 127 000 shall be reimbursable expenses.

Sida will pay SCB's invoices on a monthly basis, within 30 days after receipt of each invoice.



Addendum to Cooperation Agreement between the Department of Statistics of Armenia (DSA) and Statistics Sweden (SCB).

Reference is made to the cooperation project between the Department of Statistics of Armenia and Statistics Sweden. (Decision number 137/98 Sida-Öst.)

Cooperation Agreement on the implementation of the project on Financial Statistics was in force up to and including June 1999. This addendum to the Cooperation Agreement confirms the prolongation of the Agreement until a final report of the project has been issued and approved by DSA, but not later than until October 31, 2000.

DSA

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Armenia
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SCB

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Executed and delivered in two copies on July 10, 2000.

For DSA



Stepan Mnatsakanian
Chairman of the Department
State Department of
Statistics of Armenia

For Statistics Sweden



Chris Denell
Acting Director
International Consulting Office
Statistics Sweden

