

PPPs in Land Administration

Joint task force between UN-ECE WPLA and FIG Commission 7

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Starting points

- Objective: to study current and future possibilities of public-private partnerships in land administration and evaluate whether we need new guiding principles
- Online questionnaire 8/2020
- Answers from 21 countries
 - 75 % utilizing some type of PPP in their LA tasks
- Existing document available at:
<https://digitallibrary.un.org/record/556085>

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Items 4 (c) and (d) of the provisional agenda

PUBLIC-PRIVATE PARTNERSHIP (PPP) IN LAND ADMINISTRATION

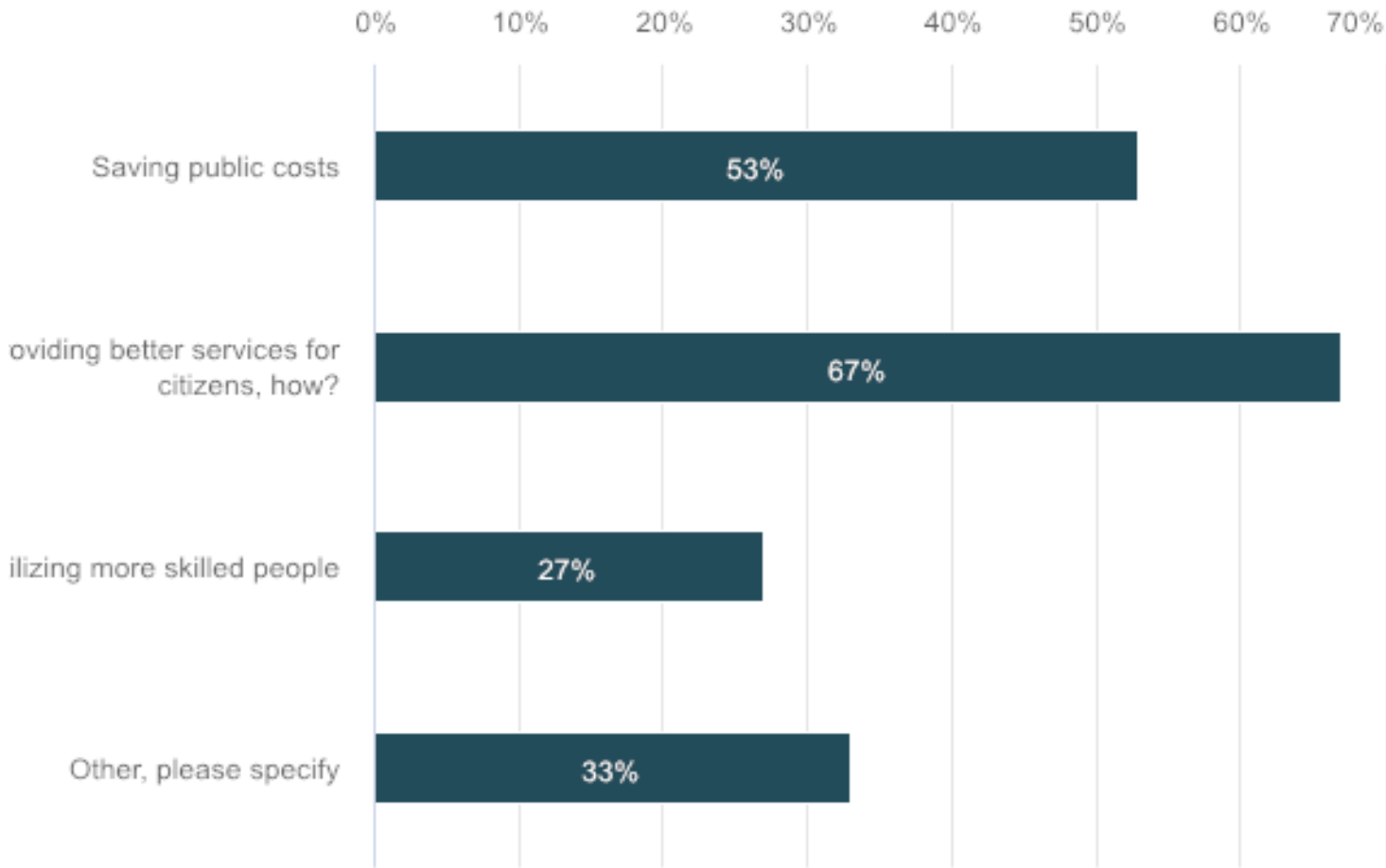
Discussion paper

Prepared by Mr. P. Creuzer (Germany) and B. Kjellson (Sweden)

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Definitions of the questionnaire

- Land administration include all the tasks related to
 - Updating and maintenance of the cadastre
 - Land registration
 - Other land management systems
- Public-private partnership
 - Long-term (more than 15-20 years)
 - Short-term (5 years)
 - Contract between public land agency/authority and a private entity
 - Significant portion of risk (financial and/or liability for compensation) is shared

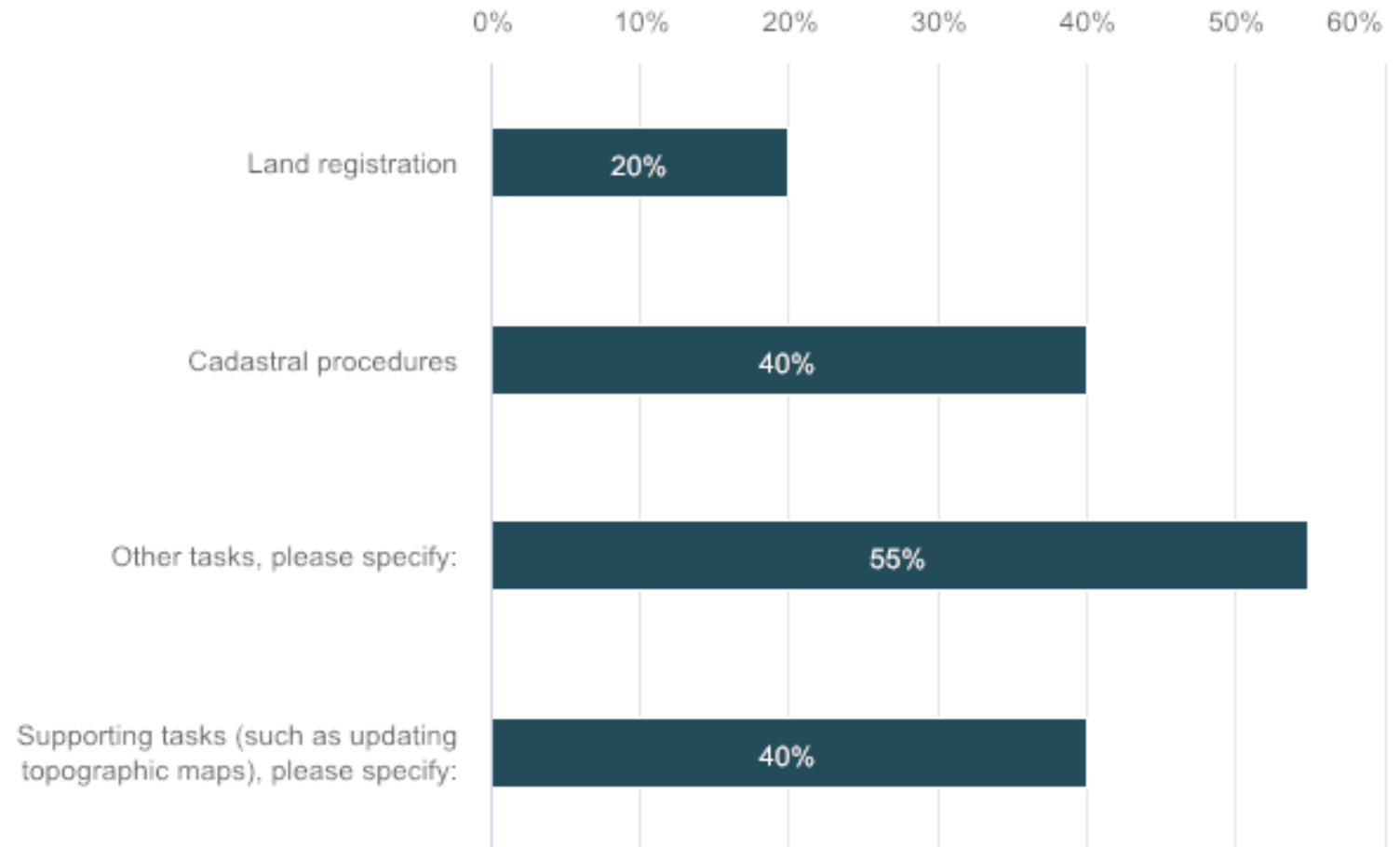


What are the reasons to utilize PPPs in LA?

	n	Percent
Saving public costs	8	53,33%
Providing better services for citizens, how?	10	66,67%
Utilizing more skilled people	4	26,67%
Other, please specify	5	33,33%

What tasks are the private parties responsible for?

	n	Percent
Land registration	4	20%
Cadastral procedures	8	40%
Other tasks, please specify:	11	55%
Supporting tasks (such as updating topographic maps), please specify:	8	40%



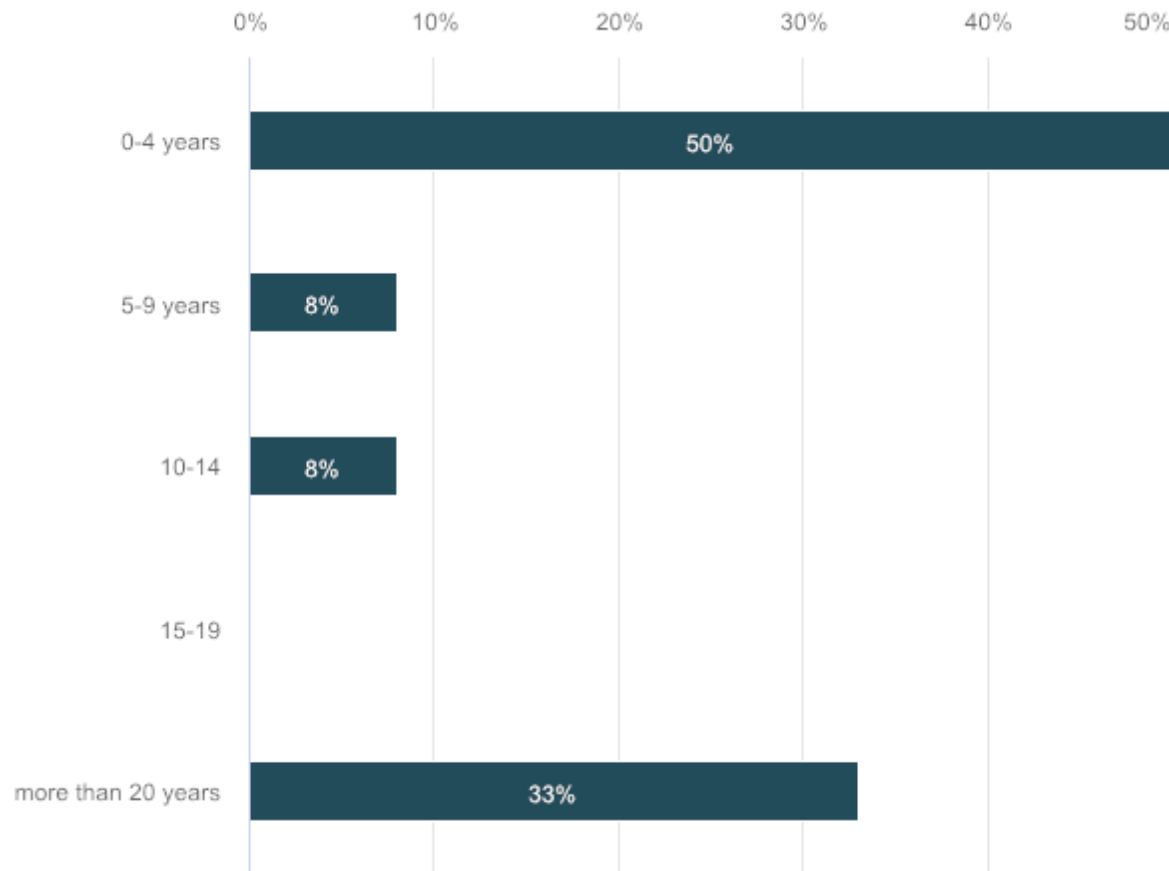
Other tasks include i.a. front office tasks, data production, service delivery, IT support and registering condominiums.

Supporting tasks include i.a. producing and updating topographic maps.

Institutional setting

- Respondents stressed the role of legislation in place
 - 1/3 used generic PPP legislation
 - 2/3 specific LA/cadastral registration
- A variety of models for financial risk sharing and liability for compensation
 - Defined case-by-case in contracts
 - Defined non-negotiable within law
 - All the risk is carried by private / state

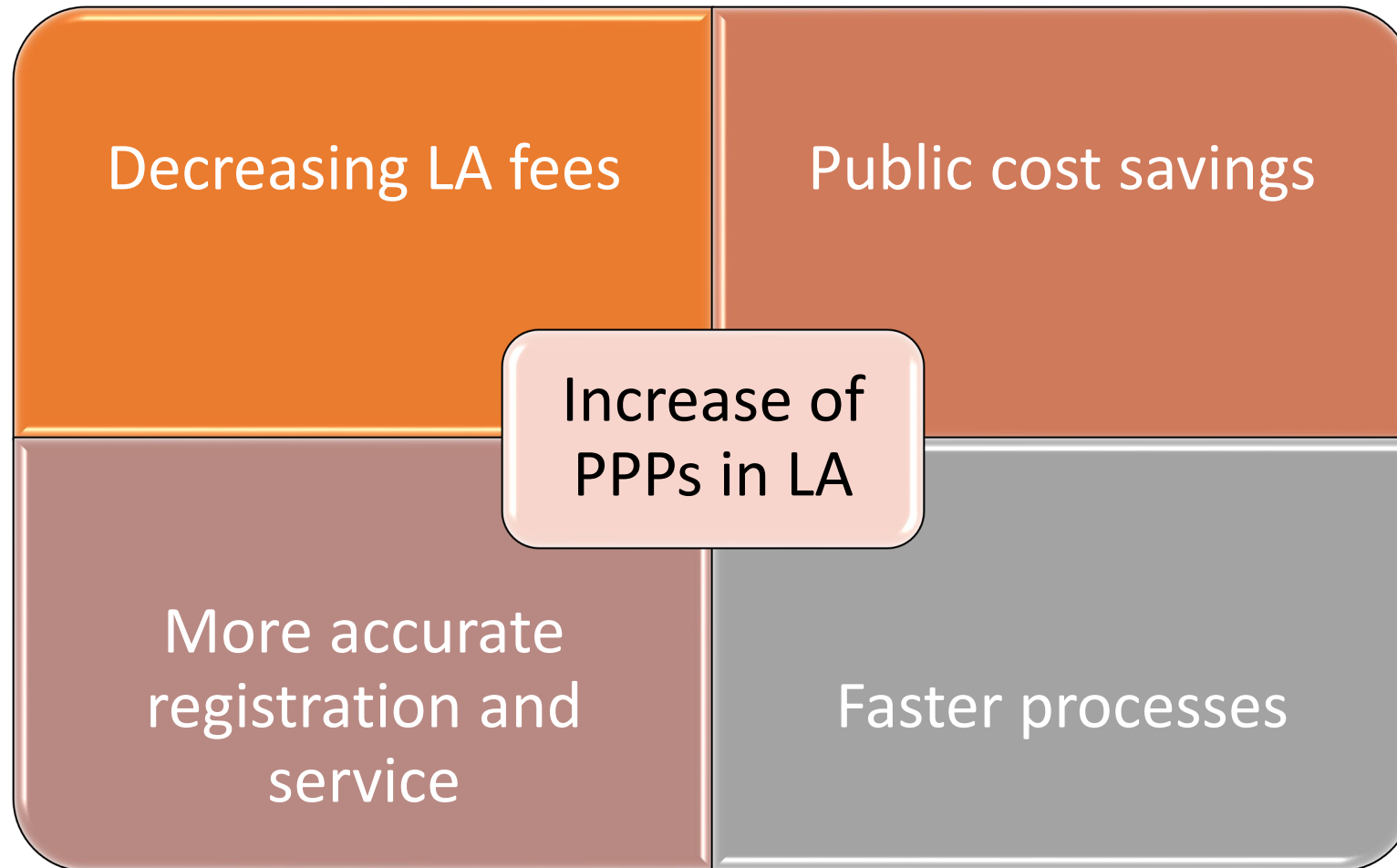
What is a typical contract term for PPPs in land administration in your country?



	n	Percent
0-4 years	6	50%
5-9 years	1	8,33%
10-14	1	8,33%
15-19	0	0%
more than 20 years	4	33,33%

The future of PPPs in LA

- Approx 50 % are expecting changes, of which all expected increase in PPPs



Conclusions

- No need to remove any of the existing principles
- Survey shows that practices of dividing liability for errors is very versatile, we suggest to **modify** existing principle 10:

“Risk and profit sharing shall be clearly defined. Several models for the sharing may be used. (Governments retain final responsibility for the discharge of all public tasks.) Even in licensing or concessionary arrangements the government will always be held ultimately accountable for performance and liable for (at least in terms of public perception) the consequences of any errors or mistakes. However, private partners should be made fully responsible for their activities, which may include liability for poor performance or mistakes.”
- Survey shows that institutional support is needed to establish a PPP in LA. Legislation has to be in place, but it can come in various forms. We suggest **new guiding principle**:

“A prerequisite for establishing PPP is functioning legislation. This may be specific law for PPPs in land administration, or generic law for PPPs in public administration.”



Conclusions 2/2

- Something that has clearly changed since publication of the principles, are issues related to data and cyber security.
- New requirements of data protection and questions on data transfer and ownership, we suggest a **new guiding principle** related to these:
“The government and the private partner should agree on security measures of transfer, ownership and storage of the data that is produced within the partnership. The agreement should cover also situation of possible bankruptcy of the private partner. “

Thank you for listening!

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