BỘ NGOẠI GIAO	**CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM** **Độc lập - Tự do - Hạnh phúc**
Số: 49/2014/TB-LPQT	*Hà Nội, ngày 15 tháng 7 năm 2014*

THÔNG BÁO
Về việc điều ước quốc tế có hiệu lực

Thực hiện quy định tại Khoản 3, Điều 47 của Luật Ký kết, gia nhập và thực hiện điều ước quốc tế năm 2005, Bộ Ngoại giao trân trọng thông báo:

Thỏa thuận viện trợ đối với Dự án "Nâng cao chất lượng chương trình truyền hình của Đài Truyền hình Việt Nam" giữa Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Chính phủ Nhật Bản, ký tại Hà Nội ngày 11 tháng 4 năm 2014, có hiệu lực kể từ ngày 11 tháng 4 năm 2014.

Bộ Ngoại giao trân trọng gửi bản sao thỏa thuận theo quy định tại Điều 68 của Luật nêu trên./.

TL. BỘ TRƯỞNG
KT. VỤ TRƯỞNG
VỤ LUẬT PHÁP VÀ ĐIỀU ƯỚC QUỐC TẾ
PHÓ VỤ TRƯỞNG

Nguyễn Thị Minh Nguyệt

Grant Agreement No.1360440

GRANT AGREEMENT

For

THE PROJECT FOR THE IMPROVEMENT OF TV PROGRAMS OF VIETNAM TELEVISION

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM

Dated April 11, 2014

On the basis of the Exchange of Notes between the Government of Japan and the Government of the Socialist Republic of Viet Nam dated April 11, 2014 (hereinafter referred to as "the E/N") concerning the Japanese grant assistance for the Project for the Improvement of TV Programs of Vietnam Television (hereinafter referred to as "the Project") by the Government of the Socialist Republic of Viet Nam, the Japan International Cooperation Agency (hereinafter referred to as "JICA") and the Government of the Socialist Republic of Viet Nam have agreed to conclude the following grant agreement referred to in sub-paragraph (2) of paragraph 1 of the E/N:

Article 1 Amount and Purpose of the Grant

For the purpose of contributing to the implementation of the Project, JICA shall extend a grant of the amount up to forty nine million and four hundred thousand Japanese Yen (JPY49,400,000) (hereinafter referred to as "the Grant") to the Government of the Socialist Republic of Viet Nam in accordance with the relevant laws and regulations of Japan and within the scope of the E/N.

Article 2 Availability of the Grant

The Grant shall be made available by concluding the present grant agreement (hereinafter referred to as "the G/A") during the period between the date of entry into force of the G/A and June 30, 2015, unless the period is extended by mutual consent between JICA and the Government of the Socialist Republic of Viet Nam or the designated authority (hereinafter referred to collectively as "the Authority").

Article 3 Use of the Grant

(1) The Grant shall be used by the Government of the Socialist Republic of Viet Nam properly and exclusively for the purchase of such products of Japan and such services of Japanese nationals necessary for the implementation of the Project as listed below (The term "nationals" whenever used in the G/A means Japanese physical persons or Japanese juridical persons controlled by Japanese physical persons in the case of Japanese nationals.):

(a) programs and services necessary for the procurement thereof; and

(b) services necessary for the transportation of the products referred to in (a) above to ports in the Socialist Republic of Viet Nam.

Article 4 Procurement Guidelines

The Authority shall ensure that the products and / or the services referred to in Article 3 are procured in accordance with JICA's Procurement Guidelines of the Japanese Grant Aid (Type I-G) (hereinafter referred to as "the Procurement Guidelines").

Article 5 Verification of Contracts

The Authority shall enter into contracts in Japanese Yen with Japanese nationals for the purchase of the products and services referred to in Article 3. Such contracts shall be verified by JICA to be eligible for the Grant.

Article 6 Payments

JICA shall execute the Grant by making payments in Japanese Yen to cover the obligations incurred by the Authority under the contracts verified in accordance with Article 5 (hereinafter referred to as "the Verified Contracts") to an account to be opened in the name of the Government of the Socialist Republic of Viet Nam at a bank in Japan designated by the Authority (hereinafter referred to as "the Bank").

Article 7 Banking Arrangement

The sole purpose of the account referred to in Article 6 is to receive the payments in Japanese Yen from JICA and to pay to the Japanese nationals who are parties to the Verified Contracts. The procedural details concerning the credit to and debit from the account referred to in Article 6 will be agreed upon through consultation between the Bank and the Authority.

Article 8 Authorization to Pay

The payments referred to in Article 6 shall be made when payment requests are presented by the Bank to JICA under an authorization to pay issued by the Authority.

Article 9 Modification of the Project

When the plan and / or design of the Project is to be modified, the Authority shall have a prior consultation with and obtain the consent to the modification of JICA, in accordance with the Procurement Guidelines.

Article 10 Obligations of the Government of the Socialist Republic of Viet Nam

(1) The Government of the Socialist Republic of Viet Nam shall take necessary measures:

(a) to ensure prompt unloading and customs clearance of the products referred to in Article 3 at ports of disembarkation in the Socialist Republic of Viet Nam and to assist internal transportation of the products referred to in Article 3 therein;

(b) to ensure that customs duties, internal taxes and other fiscal levies which may be imposed in the Socialist Republic of Viet Nam with respect to the purchase of the products and the services referred to in Article 3 be exempted;

(c) to accord Japanese physical persons and / or physical persons of third countries whose services may be required in connection with the supply of the products and the services referred to in Article 3 such facilities as may be necessary for their entry into the Socialist Republic of Viet Nam and stay therein for the performance of their work;

(d) to ensure that the products referred to in Article 3 be maintained and used properly and effectively for the implementation of the Project;

(e) to bear all the expenses, other than those covered by the Grant, necessary for the implementation of the Project; and

(f) to give due environmental and social consideration in the implementation of the Project.

(2) While ensuring fair treatment of sources of information, the Government of the Socialist Republic of Viet Nam shall provide JICA with necessary information including information on corrupt practice, related to the Project.

(3) With regard to the shipping and marine insurance of the products referred to in Article 3, the Government of the Socialist Republic of Viet Nam shall refrain from imposing any restrictions that may hinder fair and free competition among the shipping and marine insurance companies.

(4) The products referred to in Article 3 shall not be exported or re-exported from the Socialist Republic of Viet Nam.

(5) The Government of the Socialist Republic of Viet Nam shall ensure that any official of the Government of the Socialist Republic of Viet Nam does not undertake any part of the Japanese nationals' work on the purchase of the products and the services referred to in Article 5.

Article 11 Applicable Laws

The validity, interpretation and performance of the G/A shall be governed by the relevant laws and regulations of Japan.

Article 12 Amendments

The G/A may be amended within the scope of the E/N by written agreement between JICA and the Government of the Socialist Republic of Viet Nam. The amendment to the G/A shall enter into force on the date of signature of such written agreement by JICA and the Government of the Socialist Republic of Viet Nam.

Article 13 Consultation

JICA and the Government of the Socialist Republic of Viet Nam shall consult with each other in respect of any matter that may arise from or in connection with the G/A.

Article 14 Effectiveness and Termination

(1) The G/A shall enter into force on the date of signature by JICA and the Government of the Socialist Republic of Viet Nam, provided that the E/N is in force.

(2) When JICA recognizes any of the following situations, JICA may, by notification to the Government of the Socialist Republic of Viet Nam, suspend in whole or in part the rights of the Government of the Socialist Republic of Viet Nam and / or require the Government of the Socialist Republic of Viet Nam to remedy the situation. When the Government of the Socialist Republic of Viet Nam will not remedy the situation within the period of thirty (30) days from the date of receipt of such notification, JICA may, with the consent of the Government of Japan, terminate the G/A:

(a) default of the Government of the Socialist Republic of Viet Nam in fulfillment of any obligations or in compliance with the terms and conditions under the E/N or the G/A;

(b) a fundamental change of circumstances relating to the Authority which has

occurred with regard to those existing at the time of the entry into force of the G/A; and

(c) any emergency, unforeseen circumstances or force majeure, such as war, civil war, earthquake and flood which cause serious difficulties in implementing the Project.

Hanoi, April 11, 2014

For	For
JAPAN INTERNATIONAL COOPERATION AGENCY	THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM
Mutsuya MORI Chief Representative JICA Viet Nam Office	Tran Binh Minh President Vietnam Television

EMBASSY OF JAPAN
HANOI

Hanoi, April 11, 2014

Sir,

I have the honour to refer to the recent discussions held between the representatives of the Government of Japan and of the Government of the Socialist Republic of Viet Nam concerning Japanese cultural cooperation to be extended with a view to strengthening friendly and cooperative relations between the two countries, and to propose on behalf of the Government of Japan the following understanding:

1. (1) For the purpose of contributing to the implementation of the Project for the Improvement of TV Programs of Vietnam Television (hereinafter referred to as "the Project") by the Government of the Socialist Republic of Viet Nam, the Government of Japan has decided that a grant up to forty-nine million and four hundred thousand Japanese Yen (¥49,400,000) (hereinafter referred to as "the Grant") will be extended to the Government of the Socialist Republic of Viet Nam, in accordance with the relevant laws and regulations of Japan.

(2) The Grant will be made available by concluding a grant agreement between the Government of the Socialist Republic of Viet Nam or its designated authority and the Japan International Cooperation Agency (JICA) (hereinafter referred to as "the G/A").

(3) The terms and conditions of the Grant as well as the procedures for its utilization will be governed by the G/A within the scope of the present understanding.

Mr. TRAN BINH MINH
President of Vietnam Television

(c) to accord Japanese physical persons and/or physical persons of third countries, whose services may be required in connection with the supply of the Products and the Services such facilities as may be necessary for their entry into the Socialist Republic of Viet Nam and stay therein for the performance of their work;

(d) to ensure that the Products be maintained and used properly and effectively for the implementation of the Project;

(e) to bear all the expenses, other than those covered by the Grant, necessary for the implementation of the Project; and

(f) to give due environmental and social consideration in the implementation of the Project.

(2) While ensuring fair treatment of sources of information, the Government of the Socialist Republic of Viet Nam shall provide the Government of Japan with necessary information, including information on corrupt practice, related to the Project.

(3) With regard to the shipping and marine insurance of the Products, the Government of the Socialist Republic of Viet Nam shall refrain from imposing any restrictions that may hinder fair and free competition among the shipping and marine insurance companies.

(4) The Products shall not be exported or re-exported from the Socialist Republic of Viet Nam.

7. The two Governments shall consult with each other in respect of any matter that may arise from or in connection with the present understanding.

I have further the honour to propose that this Note and your Note in reply confirming on behalf of the Government of the Socialist Republic of Viet Nam the foregoing understanding shall constitute an agreement between the two Governments, which shall enter into force on the date of your Note in reply.

I avail myself of this opportunity to extend to you the assurance of my high consideration.

深田 博史

FUKADA HIROSHI
Ambassador Extraordinary and Plenipotentiary of Japan

Record of Discussions

With reference to the Exchange of Notes between the Government of the Socialist Republic of Viet Nam and the Government of Japan dated April 11, 2014 concerning Japanese cultural cooperation to be extended with a view to strengthening friendly and cooperative relations between the two countries (hereinafter referred to as "the Exchange of Notes"), the representatives of the Vietnamese Delegation and of the Japanese Delegation wish to record the following:

1. With regard to paragraph 3 of the Exchange of Notes, the representative of the Japanese Delegation stated that the Government of Japan understands that the Government of the Socialist Republic of Viet Nam will take necessary measures to prevent any offer, gift or payment, consideration or benefit which would be construed as a corrupt practice in the Socialist Republic of Viet Nam from being made as an inducement to or reward for the award of the contracts referred to in paragraph 4 of the Exchange of Notes.

2. The representative of the Vietnamese Delegation stated that the Vietnamese Delegation has no objection to the statement by the representative of the Japanese Delegation referred to above.

Hanoi, April 11, 2014

TRAN BINH MINH
President of
Vietnam Television

FUKADA HIROSHI
Ambassador Extraordinary
and Plenipotentiary of Japan

Hanoi, April 11, 2014

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honour to refer to the recent discussions held between the representatives of the Government of Japan and of the Government of the Socialist Republic of Viet Nam concerning Japanese cultural cooperation to be extended with a view to strengthening friendly and cooperative relations between the two countries, and to propose on behalf of the Government of Japan the following understanding:

1. (1) For the purpose of contributing to the implementation of the Project for the Improvement of TV Programs of Vietnam Television (hereinafter referred to as "the Project") by the Government of the Socialist Republic of Viet Nam, the Government of Japan has decided that a grant up to forty-nine million and four hundred thousand Japanese Yen (¥49,400,000) (hereinafter referred to as "the Grant") will be extended to the Government of the Socialist Republic of Viet Nam, in accordance with the relevant laws and regulations of Japan.

His Excellency
Mr. FUKADA HIROSHI
Ambassador Extraordinary
and Plenipotentiary of Japan

(2) The Grant will be made available by concluding a grant agreement between the Government of the Socialist Republic of Viet Nam or its designated authority and the Japan International Cooperation Agency (JICA) (hereinafter referred to as "the G/A").

(3) The terms and conditions of the Grant as well as the procedures for its utilization will be governed by the G/A within the scope of the present understanding.

2. The Grant will be available during such period as may be specified in the G/A, provided that the period will be between the date of entry into force of the G/A and June 30, 2016. The period may be extended by mutual consent between the authorities concerned of the two Governments.

3. The Grant shall be used by the Government of the Socialist Republic of Viet Nam properly and exclusively for the purchase of such products and services necessary for the implementation of the Project as may be specified in the G/A (hereinafter respectively referred to as "the Products" and "the Services").

4. The Government of the Socialist Republic of Viet Nam or its designated authority shall enter into contracts in Japanese Yen with Japanese nationals for the purchase of the Products and the Services. Such contracts will be verified by JICA to be eligible for the Grant (The term "Japanese nationals" in the present understanding means Japanese physical persons or Japanese juridical persons controlled by Japanese physical persons.).

5. The Grant will be executed by JICA, in accordance with the provisions of the G/A, by making payments in Japanese Yen to an account to be opened in the name of the Government of the Socialist Republic of Viet Nam at a bank in Japan designated by the Government of the Socialist Republic of Viet Nam or its designated authority.

6. (1) The Government of the Socialist Republic of Viet Nam shall take necessary measures:

(a) to ensure prompt unloading and customs clearance at ports of disembarkation in the Socialist Republic of Viet Nam and to assist internal transportation therein of the Products;

(b) to ensure that customs duties, internal taxes and other fiscal levies which may be imposed in the Socialist Republic of Viet Nam with respect to the purchase of the Products and the Services be exempted;

(c) to accord Japanese physical persons and/or physical persons of third countries, whose services may be required in connection with the supply of the Products and the Services such facilities as may be necessary for their entry into the Socialist Republic of Viet Nam and stay therein for the performance of their work;

(d) to ensure that the Products be maintained and used properly and effectively for the implementation of the Project;

(e) to bear all the expenses, other than those covered by the Grant, necessary for the implementation of the Project; and

(f) to give due environmental and social consideration in the implementation of the Project.

(2) While ensuring fair treatment of sources of information, the Government of the Socialist Republic of Viet Nam shall provide the Government of Japan with necessary information, including information on corrupt practice, related to the Project.

(3) With regard to the shipping and marine insurance of the Products, the Government of the Socialist Republic of Viet Nam shall refrain from imposing any restrictions that may hinder fair and free competition among the shipping and marine insurance companies.

(4) The Products shall not be exported or re-exported from the Socialist Republic of Viet Nam.

7. The two Governments shall consult with each other in respect of any matter that may arise from or in connection with the present understanding.

I have further the honour to propose that this Note and your Note in reply confirming on behalf of the Government of the Socialist Republic of Viet Nam the foregoing understanding shall constitute an agreement between the two Governments, which shall enter into force on the date of your Note in reply."

I have further the honour to confirm on behalf of the Government of the Socialist Republic of Viet Nam the foregoing understanding and to agree that Your Excellency's Note and this Note in reply shall constitute an agreement between the two Governments, which shall enter into force on the date of this Note in reply.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

TRAN BINH MINH
President of
Vietnam Television