BỘ NGOẠI GIAO	**CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM** **Độc lập - Tự do - Hạnh phúc**
Số: 36/2015/TB-LPQT	*Hà Nội, ngày 28 tháng 7 năm 2015*

THÔNG BÁO
Về việc điều ước quốc tế có hiệu lực

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

Hiệp định tín dụng cụ thể số 5 cho dự án "Đầu tư nâng cấp trang thiết bị y tế Bệnh viện đa khoa tỉnh Đắk Lắk" giữa Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Ngân hàng UniCredit Áo", ký tại Hà Nội ngày 25 tháng 5 năm 2012, có hiệu lực kể từ ngày 30 tháng 6 năm 2015.

Bộ Ngoại giao trân trọng gửi bản sao hiệp định 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

Lê Đức Hạnh

INDIVIDUAL CREDIT AGREEMENT N°5

to the General Credit Facility Agreement dated 23 March /15 June 2010

between

The Ministry of Finance of the Socialist Republic of Viet Nam

acting on behalf of

The Government of the Socialist Republic of Viet Nam

as Borrower

and

UniCredit Bank Austria AG

as Lender

With reference to and in application of the above mentioned General Credit Facility Agreement, the parties hereto agree to this Individual Credit Agreement. Terms defined in the General Credit Facility Agreement shall have the same meaning when used herein. The purpose of this Individual Credit Agreement is to agree to the special terms and conditions for the financing of the following Supply Contract, which will be financed within the framework of the General Credit Facility Agreement as described below:

1. THE PROJECT

Investment in improving medical equipments of General Hospital of Dak Lak Province.

2. THE SUPPLY CONTRACT

Supply Contract in the form and contents as agreed on 9 October 2014, to be concluded between Odelga Med Ges.m.b.H., Carlbergergasse 68, 1230 Vienna, Austria, (Project Exporter) and General Hospital of Dak Lak Province, No. 2 Mai Hac De, Buon Ma Thuot City, Dak Lak Province, Viet Nam (Project Buyer) in relation to the above Project.

3. INDIVIDUAL CREDIT FACILITY

Not exceeding EUR 9,996,720.00 or the Project Price Percentage of the price due to the Project Exporter under the Supply Contract whichever is lower.

4. INDIVIDUAL AVAILIBILITY PERIOD

from the Individual Closing Date until the date falling 9 months after the Individual Closing Date according to the Supply Contract, however until 31 March 2016 at the latest or any other later date as the Lender may specify.

5. PAYMENT PROCEDURE

The Borrower hereby irrevocably authorizes the Lender to make payment(s) to the Project Exporter as stipulated in Annex 3 of the General Credit Facility Agreement.

6. PROJECT PRICE PERCENTAGE

100 %

7. FACILITY ACCOUNT AND INTEREST

The Austrian Federal Ministry of Finance is in principal prepared to provide support in the form of an additional grant of 30 % of the guarantee charges, calculated up front, for the benefit of the recipient country.

The decision whether such support will be given or not will be made at the time the guarantee of the Republic of Austria is issued.

The Borrower will pay interest at a fixed rate of 0.9 % p.a. (zero point nine per cent per annum) such interest including partial compensation for guarantee charges arising in connection with the guarantee issued by OeKB.

8. REIMBURSEMENT FOR EXPENSES

0.1 per cent of the amount of the Individual Credit Facility flat, as per Section 4. of the General Credit Facility Agreement.

9. MANDATORY REPAYMENT DATES

Repayment is to be made in up to 32 equal consecutive semi-annual instalments, the first to be due 66 months after the Provisional Acceptance Date, in any event not later than 75 months after the Individual Closing Date, on 30 September 2021 at the latest.

10. INDIVIDUAL CLOSING PERIOD

A period beginning with the Acceptance Date of this Individual Credit Agreement and ending on 30 June 2015 (extendible upon mutual agreement).

This Individual Credit Agreement shall form an integral part of the General Credit Facility Agreement dated 23 March /15 June 2010 in which the contractual details of this financing are arranged. The terms and conditions set forth in the General Credit Facility Agreement shall fully apply to the execution and performance of this Individual Credit Agreement. In particular Section 10 thereof concerning governing law, arbitration and/or place of jurisdiction. The Borrower furthermore confirms that at the date of signing of this Individual Credit Agreement the Warranties and Undertakings according to Section 9 are fully valid, no Event of Default according to Section 8 has occurred and the Legal Opinion as per Annex 4 of the General Credit Facility Agreement is fully valid and binding.

11. CONDITIONS PRECEDENT

The Conditions Precedent as per Section 7.2. of the General Credit Facility Agreement shall apply together with the additional condition that the Lender shall have received

(a) a legal opinion substantially in the form of Annex A hereto in respect of this Individual Credit Agreement to be issued by the Ministry of Justice of the Socialist Republic of Viet Nam

(b) cop(ies) of the passport of each person authorised to sign and deliver this Individual Credit Agreement; and

(c) cop(ies) of the passport of each person authorised to sign notices under this Individual Credit Agreement on behalf of the Borrower; and

(d) specimen signatures of each person authorized to sign and deliver this Individual Credit Agreement on behalf of the Borrower substantially in the form of Annex B hereto, certified in the manner applicable to international agreements; and

(e) certified specimen signatures of each person authorized to sign notices to be given to the Lender under this Individual Credit Agreement on behalf of the Borrower substantially in the form of Annex B hereto

12. LAW AND JURISDICTION/ARBITRATION

(a) This Individual Credit Agreement shall be governed by the laws of the Republic of Austria.

(b) All disputes arising in connection with this Individual Credit Agreement, including its conclusion, validity and the rights and duties of the parties hereunder shall be settled under the Rules of Conciliation and Arbitration then prevailing of the International Chamber of Commerce in Paris by three arbitrators.

(c) The place of arbitration shall be determined by the arbitrators and be situated in a country member of the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. In the event of unfeasibility for whatever reason to proceed to arbitration in the Borrower's country the court of arbitration of the International Chamber of Commerce shall decide where arbitration is to be held.

(d) The arbitral award shall determine the liability of the parties as to the costs

incurred by the parties.

(e) The arbitrators shall make every effort to conduct the proceedings and to prepare their award in such a way as to render award enforceable at law.

(f) Judgment upon the award may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

(g) Notwithstanding the present agreement to arbitrate the Lender shall be at liberty at any moment to apply to any competent judicial authority for interim or conservatory measures.

(h) Should the Lender bring up any legal actions (including suit, arbitration, attachment, execution or any other enforcement or conservatory measure) against the Borrower in relation to any matter arising under this Individual Credit Agreement, the Borrower herewith waives any right of immunity, which the Borrower might have.

(i) Notwithstanding the foregoing the Borrower does not waive any such immunity in respect of its property which is (i) used by a diplomatic or consular mission of the Socialist Republic of Viet Nam, (ii) property of a military character and under the control of a military authority or defense agency, (iii) located in the Socialist Republic of Viet Nam and dedicated to a public or governmental use.

(j) Without prejudice to any other mode of service allowed under any relevant law, the Borrower irrevocably appoints the Commercial Counsellor at the Embassy of the Socialist Republic of Viet Nam, Felix Mottl Strasse 20, 1190 Vienna as its agent for service of process in relation to any proceedings before the Austrian courts or the arbitral tribunal agreed upon in connection with this Individual Credit Agreement; and agrees that failure by the process agent to notify the Borrower of the process will not invalidate the proceedings concerned.

FOR AND ON BEHALF OF

THE MINISTRY OF FINANCE OF THE SOCIALIST REPUBLIC OF VIET NAM
acting on behalf of
The Government of the
Socialist Republic of Viet Nam

.....

Hanoi, 25th May 2015

TRƯƠNG CHÍ TRUNG

UniCredit Bank Austria AG

.....

Vienna, 3 April 2015

Reinhard Eiedl
Senior Manager

Monika Alvarez
Senior Manager

ANNEX A

(Form of Legal opinion]

MINISTRY OF JUSTICE

No. /BTP-PLQT
Address: 60 Tran Phu Street

Hanoi, Vietnam
Tel: (84.4) 62739321

Fax: (84.4) 62739359

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

Hanoi, ... , 2015

To
UniCredit Bank Austria AG
8243 Structured Trade & Export Finance
Schottengasse 6-8
1010 Vienna
Austria

LEGAL OPINION

Regarding the Individual Credit Facility Agreement No. ... dated ..., 20.. to the General Credit Facility Agreement dated June 15th, 2010 and concluded between the Ministry of Finance of the Socialist Republic of Vietnam acting on behalf of the Government of the Socialist Republic of Vietnam and UniCredit Bank Austria AG (the „**Agreement**")

Dear Sirs/Madam,

As the Vice Minister of Justice of Vietnam, I issue this Legal Opinion in connection with the Individual Credit Facility Agreement No. ... dated ..., 20.. (the "**Agreement**") to the General Credit Facility Agreement dated June 15, 2010 (the "**General Agreement**") and concluded between the Ministry of Finance of the Socialist Republic of Vietnam acting on behalf of the Government of the Socialist Republic of Vietnam (the "**Borrower**") and UniCredit Bank Austria AG (the "**Lender**").

Terms used herein and defined in the Agreement bear the meanings therein ascribed to them, unless the context otherwise requires.

After having examined:

(i) A copy of the authentic signed original of the Agreement;
(ii) A copy of the authentic signed original of the General Agreement;
(iii) A copy of Decision No._____/QD-TTg of the Prime Minister dated _____ regarding the Agreement;
(iv) A copy of the Full Powers dated _____ issued by the Ministry of Foreign Affairs evidencing the due authorization of Mr _____, Vice Minister of Finance to sign the Agreement.

I confirm that there are no other documents necessary in order that I may render this opinion. In giving this Legal Opinion, I have assumed without any independent investigation:

(i) that the Agreement has been duly authorized, executed and delivered by the Lender; and

(ii) that all signatures, seals and chops of the Lender are genuine and that all the documents submitted to me as copies conform to their originals.

This Legal Opinion is based upon the documents listed above and I have assumed for the purpose hereof that the Agreement and the General Agreement have not been amended, modified, revoked or rescinded as of the date hereof.

My opinion is given based on the law of the Socialist Republic of Vietnam including but not limited to the legal normative documents of Vietnam, as defined in the Law on Promulgation of Legal Documents adopted by the National Assembly of Vietnam on June 03, 2008, which are specified in Annex 1 attached herewith (the legal normative documents so identified, collectively, the "**Legal Normative Documents**"). I have not investigated and do not express or imply any knowledge or opinion on the laws of any other jurisdiction, and have assumed that no other laws would affect the opinion expressed herein.

Based upon the foregoing I am of the opinion that:

a) Under the law of the Socialist Republic of Vietnam the Borrower has the legal capacity to enter into the Agreement, to have rights and obligations thereunder and to fulfil its obligations thereunder. The Borrower possesses the capacity to sue or be sued in its own name. The Borrower has the power to own its property.

b) The Borrower has the power and authority to enter into the Agreement and to borrow under the Agreement and has taken all necessary legal actions to authorize such borrowing upon the terms and conditions of the Agreement and to authorize the execution, delivery and implementation of the Agreement. The borrowing by the Borrower under the Agreement constitutes a commercial act;

c) Under the law of the Socialist Republic of Vietnam, the Agreement as signed by Mr Truong Chi Trung, Vice Minister of Finance of Vietnam, has been duly executed and constitutes legally binding obligations of the Borrower enforceable against it in the courts of the Socialist Republic of Vietnam in accordance with its respective terms.

d) Mr. Truong Chi Trung, Vice Minister of Finance of the Socialist Republic of Vietnam, is fully empowered and duly authorized to sign the Agreement on behalf of the Borrower.

e) Every consent, license, approval or authorization of any governmental authority or agency required in connection with the execution, delivery, implementation, legality, validity or enforceability of the Agreement and the borrowing under the Agreement (including the obtaining and transfer in EUR of all amounts due thereunder to the Lender) have been duly obtained and are full in force and effect.

f) All amounts payable by the Borrower under the Agreement may be made free and clear of and without deduction for or on account of any tax, levies, deduction or charge by the Socialist Republic of Vietnam, any political subdivision or taxing authority. In the event of any withholding of Vietnam Tax in respect of payments of interest under the Agreement the obligation of the Borrower to pay additional amounts in accordance with Article 6.4 of the General Agreement is valid and enforceable.

g) It is not necessary or advisable to ensure the legality, validity, enforceability or admissibility in evidence of the Agreement that it be filed, recorded or enrolled with any governmental authority or agency in the Socialist Republic of Vietnam.

h) Under the law of the Socialist Republic of Vietnam, the choice of the laws of the Republic of Austria to govern the Agreement is a valid choice of law and will be recognized and enforced in any court in the Socialist Republic of Vietnam, provided that such application or the consequence thereof is not contrary to the basic principles of the law of the Socialist Republic of Vietnam. The waiver of immunity in the Agreement is valid and binding upon the Borrower.

i) It is not necessary under the law of the Socialist Republic of Vietnam (i) in order to enable the Lender to enforce its respective rights under the Agreement, or (ii) by reason of the execution, delivery, performance or enforcement of the Agreement, that the Lender be licensed, qualified or entitled to carry on business in the Socialist Republic of Vietnam.

The Lender is not deemed to be resident, domiciled or having an establishment in Vietnam by reason only of the execution, delivery, performance and/or enforcement of the Agreement..

j) Any final and conclusive award obtained in the arbitral tribunal stipulated in the Agreement under Article 10 of the General Agreement will be recognized and enforced in the Socialist Republic of Vietnam in accordance with the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards and Vietnam Civil Procedure Code.

k) To the best of my knowledge, the Agreement do not contain any provision which shall be held unenforceable under the law of the Socialist Republic of Vietnam.

l) The obligations of the Borrower under the Agreement constitute legal, valid, binding and enforceable obligations of the Borrower and will rank pari passu with all present and future unsecured indebtedness and contingent loan obligations of the Borrower..

This Legal Opinion is given for the sole benefit of the Lender and Oesterreichische Kontrollbank Aktiengesellschaft and may not be disclosed to any other person.

Yours faithfully

NGUYEN KHANH NGOC

VICE MINISTER OF JUSTICE
SOCIALIST REPUBLIC OF VIETNAM

ANNEX 1 to Legal Opinion

LEGAL NORMATIVE DOCUMENTS OF VIETNAM

The legal normative documents of Vietnam, as defined in the Law on Promulgation of Legal Documents adopted by the National Assembly of Vietnam on June 03, 2008, include:

1. Constitution, laws and resolutions of the National Assembly.
2. Ordinances and resolutions of the Standing Committee of the National Assembly.
3. Decrees of the Government.
4. Decisions of the Prime Minister.
5. Resolutions of the Justice Council of the Supreme People's Court and circulars of the Chief Justice of the Supreme People's Court.
6. Circulars of the President of the Supreme People's Procuracy.
7. Circulars of Ministers/ Heads of Ministry-equivalent Agencies.
8. Decisions of the State Auditor General.
9. Joint resolutions of the Standing Committee of the National Assembly/ the Government and the central offices of socio-political organizations.
10. Joint circulars of the Chief Justice of the Supreme Peoples Court and the President of the Supreme Peoples Procuracy; those of Ministers/ Heads of Ministry-equivalent Agencies and the Chief Justice of the Supreme Peoples Court/ the President of the Supreme Peoples Procuracy; those of Ministers/ Heads of Ministry-equivalent Agencies.
11. Legal normative documents of People's Councils and People's Committees.

ANNEX B

(List of authorised persons and specimen signatures)

The following persons are authorized to sign and deliver the Individual Credit Agreement no [.....] between the Ministry of Finance of the Socialist Republic of Viet Nam acting on behalf of the Government of the Socialist Republic of Viet Nam as Borrower and UniCredit Bank Austria AG as Lender dated ...., 2015 and any notices in connection therewith:

a) the below mentioned person(s) is authorized to sign and deliver the a.m. Individual Credit Agreement:

1. (name and function/title) _____ (signature)

2. (name and function/title) _____ (signature)

3. (name and function/title) _____ (signature)

b) the following person(s) is authorized to sign notices to be given to the Lender under the a.m. Individual Credit Agreement on behalf of the Borrower:

1. (name and function/title) _____ (signature)

2. (name and function/title) _____ (signature)

3. (name and function/title) _____ (signature)

Certified by:

.....

[e.g. Financial Policy Department, Ministry of Finance of the Socialist Republic of Viet Nam]

VĂN PHÒNG CHÍNH PHỦ XUẤT BẢN

Địa chỉ:	Số 1, Hoàng Hoa Thám, Ba Đình, Hà Nội
Điện thoại liên hệ:	
- Nội dung:	080.44417; Fax: 080.44517
- Phát hành:	080.48543
Email:	congbao@chinhphu.vn
Website:	http://congbao.chinhphu.vn
In tại:	Xí nghiệp Bản đồ 1- Bộ Quốc phòng

Giá: 10.000 đồng