ĐIỀU ƯỚC QUỐC TẾ

BỘ NGOẠI GIAO

Số: 09/2019/TB-LPQT

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Độc lập - Tự do - Hạnh phúc

Hà Nội, ngày 07 tháng 3 năm 2019

THÔNG BÁO
Về việc điều ước quốc tế có hiệu lực

Thực hiện quy định tại Điều 56 của Luật Điều ước quốc tế năm 2016, Bộ Ngoại giao trân trọng thông báo:

Thỏa thuận của nước chủ nhà giữa Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Liên hợp quốc, ký tại Niu-oóc, ngày 14 tháng 12 năm 2018, có hiệu lực từ ngày 14 tháng 12 năm 2018.

Bộ Ngoại giao trân trọng gửi bản sao Bản Thỏa thuận theo quy định tại Điều 59 của Luật nêu trên./.

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

Lê Thị Tuyết Mai

PHÁI ĐOÀN THƯỜNG TRỰC
CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
TẠI LIÊN HỢP QUỐC

PERMANENT MISSION
OF THE SOCIALIST REPUBLIC OF VIET NAM
TO THE UNITED NATIONS

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No : 010/CH-2019

The Permanent Mission of the Socialist Republic of Viet Nam to the United Nations presents its compliments to the Secretariat of the United Nations and has the honour to refer to the Host Country Agreement dated 29 October 2018 concerning training to be conducted in Viet Nam under the United Nations Triangular Partnership Project for Rapid Deployment of Enabling Capabilities.

Further to our letter dated 26 October 2018 which was an interim acceptance of the provisions of the said Agreement pending the final approval from the Office of our Prime Minister, the Permanent Mission wishes to formally accept the terms and provisions under the referenced Agreement.

The Permanent Mission and our Government appreciate the understanding and cooperation of the United Nations Secretariat in conducting the training in Viet Nam from 5 November to 14 December 2018 based on the interim approval and notes with great satisfaction the success of the training.

The Permanent Mission of the Socialist Republic of Viet Nam to the United Nations avails itself of this opportunity to renew to the Secretariat of the United Nations assurances of its highest consideration.

New York, 14 December 2018

To: United Nations Secretariat

NEW YORK

UNITED NATIONS **NATIONS UNIES**

POSTAL ADDRESS - ADRESSE POSTALE: UNITED NATIONS, N.Y. 10017
CABLE ADDRESS - ADRESSE TELEGRAPHIQUE: UNATIONS NEWYORK

OCT 29 2018

Excellency,

I have the honour to refer to the arrangements concerning the organization of Training to be conducted in Ha Noi, Socialist Republic of Viet Nam within the framework of the Triangular Partnership Project for Rapid Deployment of Enabling Capabilities (hereinafter referred to as the "Training"), for the purpose of peacekeeping operations.

The Training will be organized by the United Nations, represented by the Department of Field Support (hereinafter referred to as the "United Nations"), in cooperation with the Government of the Socialist Republic of Viet Nam represented by the Ministry of Foreign Affairs (hereinafter referred to as "the Government").

The Training will be held at 249 Engineer Brigade, Ba Vi District, Hanoi, Viet Nam. The first course of the Training, a trial, will be conducted from 5 November to 14 December 2018. Subsequent courses will be planned and conducted in 2019 and 2020. Participants of the first Training course are expected to arrive on or about 27 October 2018 and depart on or about 19 December 2018.

With the present letter, I wish to obtain your Government's acceptance that the following terms be applicable in respect of the Training:

1. The purpose of the Training will be to provide basic heavy engineering equipment operation and maintenance skills to representatives (trainees) from a limited number of countries from Asia and surrounding region to prove the overall concept and gather feedback for the design and development of the future training courses.

2. The first Training course will be attended by the following participants invited by the United Nations:

His Excellency
Mr. Dang Dinh Quy
Permanent Representative of the Socialist Republic of Viet Nam
to the United Nations
New York

(a) up to twenty (20) representatives (trainees) of Member States nominated by their respective Governments, including from Viet Nam;

(b) twenty (20) trainers, including support staff, from Member States;

(c) up to seven (7) interpreters/translators from Member States;

(d) up to ten (10) observers nominated by Member States;

(e) up to four (4) United Nations staff members to assist in the management and conduct of the training; and

(f) up to fifteen (15) additional visitors for special events such as opening and closing ceremonies.

3. The number of participants for subsequent courses of the Training will be revised by the United Nations following the conduct and feedback from the previous courses including the first Training. The Government will be duly informed.

4. The selection of the participants is made by the United Nations. A list of participants will be provided to the Government, following completion of the selection process. The maximum number of participants for the first Training is expected to be up to seventy-six (76).

5. The United Nations will be responsible for:

(a) Covering costs of air transportation for all participants as defined in paragraphs 2 (a), (b), (c) and (e), excluding the participants from Viet Nam;

(b) Covering costs of local transportation for all participants as defined in paragraph 2 (a), (b), (c) and (e) including by arrangement through the Government;

(c) Providing training equipment, training curriculum, and training aids, including by arrangement through the Government;

(d) Covering costs of office premises, training venue, maintenance, office supplies, office equipment and services, as detailed in paragraphs 6 (a), (b), (c), (d), (e), (f), (g), (h) and (i);

(e) Covering costs of equipment rental, as detailed in paragraph 6 (j), in accordance with the rates listed in the United Nations Contingent-Owned Equipment Manual (2017 Edition);

(f) Covering costs of accommodation and daily meals for the participants as defined in paragraphs 2 (a), (b) and (c) above, based on full board rates

negotiated with the Government;

6. The Government will be responsible for:

(a) Providing transportation to all participants and visitors to and from 1) the international airport in Ha Noi; 2) the training location; 3) the accommodation; and 4) all approved course activities such as training visits, in coordination with United Nations;

(b) Arranging for all course venues, including an auditorium with about 100 seats, equipped with public address (PA) system, video projector with associated computer, screen, audio system, white board and flipchart with stand;

(c) Arranging for one classroom with seating for up to 40 people, equipped with classroom furniture, equipment, teaching aids, and supplies;

(d) Arranging for up to two (2) rooms for trainers to be used as offices, each equipped with five desktop computers/laptops in each room with Microsoft Office (in English), Adobe Acrobat, DVD and CDRW capability, one colour printer, one high speed photocopier, and one fax/telephone with international and local access for official use. All computers are to be connected with internet access with the latest licensed anti-virus software installed, and networked or with secure wifi;

(e) Arranging for one room equipped with ten computers networked to the Internet and one black and white printer for use by Training participants (trainees) and support staff;

(f) Arranging for one room furnished with office furniture for up to four course coordination and administration staff. The office shall have secure internet access either networked LAN or wifi, one colour printer in room and also equipped with one high speed photocopier, and one fax/telephone with international and local access for official use.

(g) Arranging for office supplies, equipment and services, including stationery, photocopier(s), course binders, name badges and name boards for all participants and documentation as deemed necessary by the United Nations Project Team;

(h) Arranging for three meals, tea, coffee and light snack for morning and afternoon breaks for trainers and trainees accommodated at 249 Engineer Brigade location, and drinking water in living accommodation and training venues including outdoor training areas, indoor training areas, and offices.

(i) Arranging for opening and closing ceremonies (including a Training

photograph for all participants);

(j) rranging for the leasing of heavy engineering equipment under wet lease arrangements and the supply of fuel, tax-free, for the Training;

(k) Arranging cultural programme(s) for participants, including visits to historical/cultural sites as determined by and at the discretion of the Host State, at no cost to the United Nations;

(l) Provision of two support staff for the Training to provide necessary assistance for the organization of the Training, including addressing administrative issues prior to and during the Training;

(m) The Government shall make available at its own cost adequate medical facilities for first aid in emergencies within the Training area. The cost of hospitalization shall be borne by the patient through his/her medical insurance;

(n) Providing transportation, as and if necessary, for trainees from Viet Nam, as detailed in paragraph 2 (a), to 249 Engineer Brigade location before the start of the training and back to their duty stations after the training; and

7. The costs of participation for those participants listed in paragraphs 2 (d) and (f) shall be the responsibility of those individuals and/or their respective organizations.

8. The following terms shall apply to the Training:

(a) (i) The Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946 (hereinafter referred to as "the Convention"), to which Viet Nam is a party, shall be applicable in respect of the Training. In particular, representatives of States will enjoy the privileges and immunities accorded under Article IV of the Convention. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under articles VI and VII of the Convention. Officials of the United Nations participating in or performing functions in connection with the Training shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the Specialized Agencies participating in the Training shall be accorded the privileges and immunities provided under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly, on 21 November 1947;

(ii) Without prejudice to the provisions of the Convention, all

participants and persons performing functions for the United Nations in connection with the Training shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Training;

(iii) Personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written or any act performed by them in their official capacity in connection with the Training.

(b) All participants and all persons performing functions in connection with the Training shall have the right to unimpeded entry and exit from the Socialist Republic of Viet Nam. Visas and entry permits, where required, shall be granted free of charge. When applications are made four weeks before the opening of the Training, visas shall be granted not later than two weeks before the opening of the Training. If the application is made less than four weeks before the opening, visas shall be granted as speedily as possible and not later than three days before the opening. Arrangements shall also be made to ensure that visas for the duration of the Training are delivered at the airport of arrival to those who are unable to obtain them prior to their arrival. Exit permits, where required, shall be granted free of charge, as speedily as possible and in any case not later than three days before the closing of the Training.

9. The Government shall furnish security and safety services as may be required to ensure the effective conduct of the Training in an atmosphere of security and tranquillity free from interference of any kind. While security and safety services shall be under the supervision and control of a senior officer provided by the Government, this officer shall work in close co-operation with a designated senior official of the United Nations.

10. The Government shall be responsible for dealing with any action, claim or other demand against the United Nations or its officials and arising out of:

(a) injury to persons or damage to or loss of property in the Training premises that are provided by or are under the control of the Government for the Training;

(b) injury to persons or damage to or loss of property caused by, or incurred in using the transportation services provided by or are under the control of the Government;

(c) the employment for the Training of personnel provided or arranged by the Government.

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The Government shall indemnify and hold harmless the United Nations and its officials in respect of any such action, claim or other demand.

11. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to Section 30 of the Convention or to any other applicable agreement, shall, unless the Parties otherwise agree, be resolved by negotiations or any other agreed mode of settlement. Any such dispute that is not settled by negotiations or any other agreed mode of settlement shall be submitted at the request of either Party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government, and the third, who shall be the Chairperson, by the other two arbitrators. If either Party does not appoint an arbitrator within three months of the other Party having notified the name of its arbitrator or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the Chairperson, then such arbitrators shall be nominated by the President of the International Court of Justice at the request of either Party to the dispute. Except as otherwise agreed by the Parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the Parties, and take all decisions by a two-thirds majority. Its decision on all questions of procedure and substance shall be final and, even if rendered in default of one of the Parties, be binding on both of them.

12. This Agreement shall be applicable *mutatis mutandis* to all subsequent trainings in Viet Nam within the framework of the Triangular Partnership Project for Rapid Deployment of Enabling Capabilities in 2019 and 2020. The United Nations and the Government will enter into ad hoc agreements regarding organizational and financial matters in relation to each of those subsequent trainings.

I further propose that upon receipt of your Government's confirmation in writing of the above, this letter and your reply thereto shall constitute an Agreement between the United Nations and the Socialist Republic of Viet Nam on the holding of the trainings pursuant to the Triangular Partnership Project, which shall enter into force on the date of your reply and shall remain in force until the completion of the last training and for such additional period as is necessary for all matters relating to any of its provisions to be settled.

Please accept, Excellency, the assurances of my highest consideration.

Atul Khare
Under-Secretary-General
for Field Support