BỘ NGOẠI GIAO

Số: 38/2020/TB-LPQT

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

Hà Nội, ngày 25 tháng 5 năm 2020

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:

Hiệp định vay (Dự án Đầu tư xây dựng và phát triển hệ thống cung ứng dịch vụ y tuyến cơ sở) giữa nước Cộng hòa xã hội chủ nghĩa Việt Nam và Hiệp hội Phát triển Quốc tế (Ngân hàng Thế giới), số khoản vay *6439-VN,* ký tại Hà Nội ngày 18 tháng 02 năm 2020, có hiệu lực từ ngày 18 tháng 5 năm 2020.

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

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

Nguyễn Văn Ngự

CREDIT NUMBER 6439-VN

Financing Agreement

(Investing and Innovating for Grassroots Health Service Delivery Project)

between

SOCIALIST REPUBLIC OF VIETNAM

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 6439-VN

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between SOCIALIST REPUBLIC OF VIETNAM ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

WHEREAS (A) the Recipient, having satisfied itself as to the feasibility and priority of the Project described in Schedule 1 to this Agreement ("Project"), has requested the Association to extend a credit as provided in Section 2.01 of this Agreement, to assist in the financing of the Project;

(B) the Recipient has also requested the International Bank for Reconstruction and Development and the International Development Association ("World Bank"), acting as administrator of: (i) the Integrating Donor-Financed Health Programs Multi-Donor Trust Fund; and (ii) the Tackling of Non-Communicable Diseases Challenges in Low and Middle Income Countries Multi-donor Trust Fund, to assist in the financing of Parts 2.2, 2.3 and 3 of the Project and the World Bank, acting in such capacities, has agreed to make available certain grants to the Recipient from the said trust funds to assist in the financing of said parts of the Project, pursuant to the grant agreement of even date herewith between the Recipient and the World Bank ("Grant Agreement");

(C) the Recipient has also requested the World Bank, acting as administrator of the Multi-donor Trust Fund for the Global Financing Facility ("GFF") in Support of Every Woman Every Child, to buy down a portion of the credit provided for in Section 2.01 of this Agreement, and the World Bank, acting in such capacity, has agreed to make available a grant to the Recipient from the said trust fund for this purpose, pursuant to the Grant Agreement; and

WHEREAS the Association has agreed, on the basis, *inter alia*, of the foregoing, to extend a credit to the Recipient upon the terms and conditions set forth in this Agreement.

The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in Section I of the Appendix to this Agreement.

ARTICLE II — CREDIT

2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Non-concessional Financing for purposes of the General Conditions, in the amount of eighty million Dollars ($80,000,000), as such amount may be converted from time to time through a Currency Conversion ("Credit"), to assist in financing the Project.

2.02. The Recipient may withdraw the proceeds of the Credit in accordance with Section III of Schedule 2 to this Agreement.

2.03. The Front-end Fee is one quarter of one percent (¼ of 1%) of the Credit amount.

2.04. The Commitment Charge is one-quarter of one percent (¼ of 1%) per annum on the Unwithdrawn Credit Balance.

2.05. The Interest Charge is the Reference Rate plus the Fixed Spread or such rate as may apply following a Conversion; subject to Section 3.09(e) of the General Conditions.

2.06. The Payment Dates are May 1 and November 1 in each year.

2.07. The principal amount of the Credit shall be repaid in accordance with Schedule 3 to this Agreement.

2.08. The Association shall apply the funds provided for by the World Bank, acting as administrator of the GFF, under the Grant Agreement on behalf of the Recipient for the purpose of paying the Interest Charge and any principal amount of the Credit falling due and accruing under this Agreement until December 31, 2026 (or such other date as the World Bank, acting as administrator of the GFF shall establish by notice to the Recipient). For avoidance of doubt, the Recipient shall not have any payment obligation with regard to the amounts paid for to the Association under the Grant Agreement on account of the Interest Charge and/or any principal amount of the Credit falling due and accruing under this Agreement; it being understood however that, notwithstanding the foregoing, the Recipient shall remain liable for any such amount falling due and accruing under this Agreement, in the event that the funds provided by the World Bank, acting as

administrator of the GFF, under the Grant Agreement are not sufficient to cover any of the respective Recipient's payment obligations under this Agreement.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project, through its Ministry of Health ("MOH") and the Project Provinces, in accordance with the provisions of Article V of the General Conditions.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Additional Conditions of Effectiveness consist of the following:

(a) the Project Operations Manual has been duly adopted by MOH; and

(b) the Grant Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.

4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

4.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient's Representative is the Minister, or a Vice Minister, of the Ministry of Finance.

5.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient's address is:

Ministry of Finance
28 Tran Hung Dao
Hanoi, Vietnam; and

(b) the Recipient's Electronic Address is:

Facsimile:
(84-24) 2220 8020

5.03. For purposes of Section 11.01 of the General Conditions:

(a) The Association's address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

(b) the Association's Electronic Address is:

Facsimile:
1-202-477-6391

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AGREED as of the Signature Date.

SOCIALIST REPUBLIC OF VIETNAM

By

Authorized Representative

Name: Tran Xuan Ha

Title: Vice Minister

Date: 18 February 2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Ousmane Dione

Title: Country Director

Date: 01/31/2020

SCHEDULE 1

Project Description

The objective of the Project is to improve the quality and utilization of grassroots health services, with a focus on the commune level, in the Project Provinces.

The Project consists of the following parts:

Part 1: Upgrading of CHS Infrastructure

Supporting the construction, renovation or expansion of selected CHS and DHC/DH.

Part 2: Improving the Readiness of CHS to Manage Tracer Conditions

2.1 Providing selected equipment for the management of tracer conditions or other health-related needs at selected CHS and DHC/DH.

2.2 Improving the competencies of primary healthcare teams at CHS and DHC/DH to provide integrated preventive and curative services and better manage tracer conditions by supporting, *inter alia:* (a) the development of training curricula and e-learning modules; (b) the training of trainers and training of primary healthcare teams; and (c) the provision of on-the-job supervision of primary healthcare teams' performance.

2.3 Supporting the implementation of quality scorecards at CHS and DHC/DH to monitor and improve the quality of healthcare.

Part 3: Creating an Enabling Policy Environment, Piloting Innovations, Evaluation and Project Management

3.1 Providing technical and analytical support for the development and evaluation of selected policies, regulations and guidelines related to the management of the tracer conditions, as well as financing and service delivery issues related to the grassroots health system.

3.2 Supporting the design, implementation and evaluation of selected pilot activities at the grassroot level related to, *inter alia,* health promotion, clinical quality of care, patient care-seeking behaviors and treatment compliance, organization of service delivery, and CHS-level health financing mechanisms.

3.3 Supporting Project management, evaluation and coordination at the central and provincial level.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient, through MOH, shall, throughout the period of implementation of the Project, maintain, and cause to be maintained, a Central Project Management Unit ("CPMU"), with composition, powers, functions, staffing, facilities and other resources acceptable to the Association, responsible for the overall and day-to-day implementation, coordination, reporting, environmental and social safeguards, financial management, procurement and monitoring and evaluation of the activities under Parts 2.2, 2.3 and 3 of the Project, and for coordination with the PPMUs for the implementation of the Project activities within the Project Provinces, including environmental and social safeguards management, financial management and procurement.

2. The Recipient, through each Project Province, throughout the period of implementation of the Project, shall maintain a Provincial Project Management Unit ("PPMU") with functions, composition, staffing and resources acceptable to the Association, to be responsible for: (a) the day-to-day implementation of the activities under Parts 1 and 2.1 of the Project within the respective Project Province, including environmental and social safeguards management, financial management and procurement; and (b) coordination with the CPMU for the implementation of the Project activities within the respective Project Province.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project within the Project Provinces, the Recipient shall make the proceeds of the Credit available to the Project Provinces under a subsidiary agreement between the Recipient represented by its Minister of Finance ("MOF") and the respective Project Province, under terms and conditions acceptable the Association ("Subsidiary Agreement"). The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Credit.

C. Annual Work Plans, Project Operations Manual

1. The Recipient, through MOH and the Project Provinces, shall: (a) prepare and furnish to the Association by October 1 in each year during the implementation of the Project, a draft Annual Work Plan for review and comment, summarizing the implementation progress of the Project for the said year and the Project activities to be undertaken in the following calendar year, including the proposed annual budget for the Project; (b) taking into account the Association's comments, finalize and furnish to the Association no later than December 1 in each year, during the implementation of the Project, the Annual Work Plan, acceptable to the Association; and (c) thereafter ensure the implementation of the Project during the following calendar year in accordance with the Annual Work Plan agreed with the Association and in a manner acceptable to the Association. The Recipient shall not amend, suspend, abrogate, or waive said Annual Work Plans or any provision thereof without the prior written agreement of the Association.

2. Throughout the implementation of the Project, the Recipient, through MOH and the Project Provinces, shall carry out the Project in accordance with the Project Operations Manual in a timely and efficient manner acceptable to the Association. The Recipient, through MOH and the Project Provinces, shall not amend, suspend, or waive said Project Operations Manual or any provision or schedule thereof, without the prior written agreement of the Association. In the event of any inconsistency between the provisions of the Project Operations Manual and those of this Agreement, the provisions of this Agreement shall prevail.

D. Safeguards

1. The Recipient, through MOH and the Project Provinces, shall carry out the Project in accordance with the Safeguards Instruments in a manner and substance acceptable to the Association.

2. The Recipient, through MOH and the Project Provinces, shall, whenever required in terms of the ESMF or the EMPF, proceed to have ESMPs, ECOPs or EMDPs: (i) prepared in form and substance acceptable to the Association; (ii) except as otherwise agreed with the Association, furnished to the Association for review and approval; (iii) thereafter, adopted and publicly disclosed; and (iv) thereafter, to implement, or cause to be implemented, such plans in accordance with their terms and in a manner acceptable to the Association.

3. The Recipient, through MOH and the Project Provinces, shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, and subcontractors and supervising entities to: (a) comply with the relevant aspects of Safeguard Instruments; (b) adopt and implement measures to assess and manage the risks and impacts of labor influx and workers' camps; and (c) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, gender-based violence and violence against children; all as applicable to such civil works commissioned or carried out pursuant to said contracts.

4. The Recipient, through the MOH and the Project Provinces, shall ensure, that all terms of reference for any technical assistance or studies carried out under the Project are consistent with, and pay due attention to, the Association's Safeguards Policies.

5. The Recipient, through the MOH and the Project Provinces, shall:

   (a) not amend, revise or waive, nor allow to be amended, revised or waived, the provisions of the Safeguard Instruments or any provision of any one thereof, without the prior written agreement of the Association; and

   (b) maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with guidelines acceptable to the Association, the implementation of the Safeguard Instruments.

6. In case of any inconsistency between the provisions of any of the Safeguard Instruments and this Agreement, the provisions of this Agreement shall prevail.

7. Without limitation to the provisions of paragraph 1 of Section II of this Schedule 2, the Recipient, through MOH and the Project Provinces, shall take all measures necessary on its part to regularly collect, compile, and furnish to the Association, as part of the Project Reports, and promptly in a separate report whenever the circumstances warrant, information on the status of compliance with the Safeguards Instruments, giving details of:

   (a) measures taken in furtherance of the Safeguards Instruments;

   (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments; and

(c) remedial measures taken or required to be taken to address such conditions.

Section II. Project Monitoring, Reporting and Evaluation

1. The Recipient, through MOH and the Project Provinces, shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

2. The Recipient, through MOH and the Project Provinces, shall carry out jointly with the Association, not later than thirty (30) months after the Effective Date, or such other period as may be agreed by the Association, a midterm review to assess the status of Project implementation, as measures against the performance indicators set forth in the Project Operations Manual. Such review shall include an assessment of: (i) the progress in implementation; (ii) the results of monitoring and evaluation activities, (iii) the progress on procurement and disbursement; (iv) compliance with safeguard requirements; (v) adequacy of implementation arrangements; and (vi) the need to make any adjustments to the Project to improve performance.

Section III. Withdrawal of the Proceeds of the Credit

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Credit to finance Eligible Expenditures; in the amount allocated and, if applicable, up to the percentage set forth against each Category in the following table:

Category	Amount of the Credit Allocated (expressed in USD)	Percentage of Expenditures to be Financed (exclusive of Taxes)
(1) Goods and works for Parts 1 and 2.1 of the Project	80,000,000	100%
TOTAL AMOUNT	80,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.

2. The Closing Date is December 31, 2024.

SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Credit and the percentage of the total principal amount of the Credit payable on each Principal Payment Date ("Installment Share").

Level Principal Repayments

Principal Payment Date	Installment Share
On each May 1 and November 1 Beginning November 1, 2024 through November 1, 2038	3.33%
On May 1, 2039	3.43%

APPENDIX

Section I. Definitions

1. "Annual Work Plans" means each of the plans for the Project to be prepared or updated by the Recipient, through MOH and each of the Project Provinces, acceptable to the Association, on an annual basis as provided for in Section I.C.1 of Schedule 2 to this Agreement.

2. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.

3. "Association's Safeguards Policies" means the operational policies and procedures for financing of development projects by the Association at the date of this Agreement and relating to Environmental Assessment, Natural Habitats, Pest Management, Indigenous Peoples (Ethnic Minorities), Physical Cultural Resources, Involuntary Resettlement, Forests, Safety of Dams, Projects on International Waterways, and Projects in Disputed Areas, as published under https://policies.worldbank.org.

4. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

5. "Central Project Management Unit" or "CPMU" means the unit established and maintained within MOH and referred to in Section I.A.1 of Schedule 2 to this Agreement; or any successor thereto.

6. "CHS" means commune health stations.

7. "DHC/DH" means district health centers/hospitals.

8. "Ethnic Minorities Development Plans" or "EMDPs" means the ethnic minority development plans acceptable to the Association, to be prepared and adopted in accordance with the EMDF; as referred to in Section I.D of Schedule 2 to this Agreement; which set forth the measures to be undertaken to ensure culturally appropriate social and economic benefits for the ethnic minorities affected by Project activities, and to avoid, minimize, mitigate and/or compensate for any potential adverse effects on the ethnic minorities associated with such activities; as said plan may be may be revised from time to time with the prior written

agreement of the Association, and such term includes any annexes or schedules to such plan.

9. "Ethnic Minority Planning Framework" or "EMPF" means the Recipient's ethic minority planning framework, acceptable to the Association, dated November 2018, which sets forth the policies and procedures to ensure that ethnic minority communities affected by the Project receive culturally appropriate social and economic benefits, and if any potential adverse effects on such communities are identified, measures to ensure their effects are avoided, minimized, mitigated, or compensated, as well as the preparation of EMDPs during the implementation of the Project, as said framework may be revised from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such framework.

10. "Environmental Codes or Practices" or "ECOPs" means, the codes to be prepared in accordance with the ESMF; all setting out measures and procedures to avoid, minimize and/or mitigate any adverse environmental, social, health and safety impacts that may result from the implementation of the Project.

11. "Environmental and Social Management Plans" or "ESMPs" means the environmental and social plans acceptable to the Association, to be prepared and approved in accordance with the ESMF, as referred in Section I.D of Schedule 2 to this Agreement; which set forth the specific actions, measures and policies designed to maximize the benefit of the respective activities under the Project, as well as eliminate, offset or mitigate any adverse environmental and social impacts, or reduce such impacts to acceptable levels, along with administrative and monitoring arrangements to ensure the implementation of said actions, measures and policies, as said ESMPs may be revised from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such plan.

12. "Environmental and Social Management Framework" or "ESMF" means the Recipient's environmental and social management framework for the Project, acceptable to the Association, dated February 2019, which sets out the policies and procedures for the assessment of environmental and social impacts of, and for the preparation of ESMPs/ECOPs, as may be required for, Project activities, and grievance redress procedures, as said framework may be revised from time to time with the prior written agreement of the Association; and such term includes all schedules and annexes supplemental to said framework.

13. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018, with the modifications set forth in Section II of this Appendix.

14. "GFF" means Multi-donor Trust Fund for the Global Financing Facility in Support of Every Woman Every Child.

15. "Grant Agreement" means the grant agreement of even date herewith between the Recipient and the World Bank, acting as administrator of: (a) (i) the Integrating Donor-Financed Health Programs Multi-donor Trust Fund; and (ii) the Tackling of Non-Communicable Diseases Challenges in Low and Middle Income Countries Multi-donor Trust Fund, to assist in the financing of Parts 2.2, 2.3 and 3 of the Project; and (b) the GFF to buy down a portion of the Credit.

16. "Ministry of Health" or "MOH" means the Recipient's Ministry of Health, or any successor thereto.

17. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.

18. "Project Operations Manual" means the manual, acceptable to the Association, to be approved by MOH, which sets forth detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) disbursement and financial management; (c) procurement; (d) environmental and social safeguards management; (e) monitoring and evaluation, reporting and communication; (f) an integrity action plan; (g) performance indicators and (h) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project; as the same may be amended from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules or amendments to such manual.

19. "Project Provinces" means the Recipient's provinces of Ha Giang, Bac Kan, Son La, Yen Bai, Hoa Binh, Quang Binh, Quang Tri, Quang Ngai, Ninh Thuan, Tra Vinh, Hau Giang, Bac Lieu and Long An, and such other province or provinces, as may be agreed between the Recipient and the Association; and the "Project Implementing Entities" for purposes of the General Conditions.

20. "Provincial Project Management Unit" or "PPMU" means collectively, the units established and maintained by the Project Provinces for the activities to be carried out under the Project within their jurisdiction, in accordance with Section I.A.2 of Schedule 2 to this Agreement, and any successor thereto.

21. "Safeguards Instruments" means, collectively, the Environmental and Social Management Framework, the Environmental Codes or Practices, the Environmental and Social Management Plans, the Ethnic Minorities Planning Framework, and the Ethnic Minorities Development Plans.

22. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Notwithstanding the definition of "Legal Agreement" in paragraph 73 of the Appendix of the General Conditions, wherever used throughout Article X (Effectiveness; Termination) of the General Conditions, the term "Legal Agreement" is to be understood as meaning the Financing Agreement or the Project Agreement, and the term "Legal Agreements" as meaning collectively, all of such agreements.