**BỘ NGOẠI GIAO**

Số: 02/2022/TB-LPQT

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

*Hà Nội, ngày 17 tháng 01 năm 2022*

# 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:

*Nghị định thư giữa Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Tòa trọng tài thường trực về việc thành lập của Văn phòng đại diện của Tòa trọng tài thường trực tại Việt Nam,* ký tại Hà Nội ngày 27 tháng 10 năm 2021, có hiệu lực ngày 27 tháng 10 năm 2021.

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

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

**Lê Đức Hạnh**

# PROTOCOL

# BETWEEN

# THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM

# AND

# THE PERMANENT COURT OF ARBITRATION

# ON THE ESTABLISHMENT OF THE PERMANENT COURT OF ARBITRATION REPRESENTATIVE OFFICE IN VIET NAM

The Government of the Socialist Republic of Viet Nam (hereinafter the "Government") and the Permanent Court of Arbitration (hereinafter the "PCA", and together, the "Parties"),

With reference to the Host Country Agreement between the Government of the Socialist Republic of Viet Nam and the Permanent Court of Arbitration, signed in Ha Noi, Viet Nam, on 23 June 2014 (hereinafter the "Agreement"),

Recalling paragraph 1 of Article 3 of the Agreement, which provides: "The Socialist Republic of Viet Nam shall be a host country for the PCA. As a host country, the Government shall strive to facilitate the work of the PCA in the peaceful resolution of international disputes through arbitration, mediation, conciliation, and fact-finding commissions of inquiry and in providing other appropriate assistance regarding its peaceful resolution of international disputes in the Socialist Republic of Viet Nam to governments, inter-governmental organizations, and other entities.",

In connection with the ongoing efforts in furthering the cooperation between the Government and the PCA under the Agreement,

**HAVE AGREED THAT:**

## Article 1

(1) The PCA will establish a representative office in Viet Nam (hereinafter the "**PCA Viet Nam Office**"). The PCA Viet Nam Office is an organ of the PCA and is subject to the direction of the Secretary-General.

(2) The PCA Viet Nam Office shall have the legal capacity necessary to fulfill its objectives and perform its functions in Viet Nam in conformity with the provisions of this Protocol and the Agreement.

**Article 2**

(1) One or more PCA legal officers will be posted at the PCA Viet Nam Office in Ha Noi in the near future (hereinafter the "**Viet Nam-based PCA Officials**"). The number of Viet Nam-based PCA Officials and the time at which they will commence their functions will be determined by the PCA in consultation with the Government. Notwithstanding the funding arrangements set out in this Protocol, the Viet Nam-based PCA Officials shall be selected solely by the PCA and will remain at all times under the sole employment and control of the PCA. Their term of office will be those generally applicable to PCA employees of the same seniority, subject to such modifications as may be agreed between the Government and the PCA from time to time.

(2) The responsibilities of the Viet Nam-based PCA Officials will include, but not be limited to, assisting with the discharge of the Secretary-General's functions as well as assisting with the promotion of PCA dispute resolution services and the promotion of Viet Nam as a venue for the resolution of international disputes through arbitration, mediation, conciliation, and fact-finding commissions of inquiry.

(3) To allow the Viet Nam-based PCA Officials to discharge their responsibilities, the Government shall grant Viet Nam-based PCA Officials the privileges and immunities extended to PCA Officials in accordance with the Agreement. In addition, the Government undertakes that, with effect from the date on which the said Viet Nam-based PCA Officials assume their functions in Viet Nam, the Government will:

(a) pay on an annual basis, towards staff salary costs, an amount which is equivalent to the annual salary for one person provided in the latest salary scale for OECD (Organisation for Economic Co-Operation and Development) staff - basic salary scale for staff, Grade A3, step 3, posted in the Netherlands (salary expressed in Euros);

(b) pay a monthly housing allowance for the Viet Nam-based PCA Officials (except where the PCA legal officer posted to Viet Nam is a national or permanent resident of Viet Nam);

(c) pay a monthly transport allowance;

(d) pay on an annual basis, for travel expenses for official missions approved by the Secretary-General for the Viet Nam-based PCA Officials, such amount being intended to cover at least two return business class airfares between the Hague and Ha Noi;

(e) pay an annual promotional materials and travel budget to be applied to the Viet Nam-based PCA Officials' work on the promotion in the region of the PCA services and the promotion of Ha Noi as a venue for the resolution of international disputes, including printing and translation, brochures, banners, airfare and accommodation for domestic and regional flights for the Viet Nam-based PCA Officials' attendance at arbitration-related conferences or seminars, the use of the travel budget shall be subject to approval by the Secretary-General;

(f) pay an annual budget for furniture, equipment, stationery and other office supplies;

(g) pay a monthly budget for public utilities for the PCA Viet Nam Office;

(h) pay a monthly budget for secretarial and care-taker services;

(i) provide office space as may reasonably be deemed necessary by the Viet Nam-based PCA Officials and grant the office space the privileges and immunities as indicated in Article 5 of the Agreement.

(4) The PCA Viet Nam Office shall use services and equipment available in Viet Nam. To this end, PCA will advise and cooperate with the Government on developing capacity for supporting services needed for international arbitration, mediation and conciliation.

(5) The PCA shall inform the Government at least 15 days prior to the arrival and departure or the termination of functions of any Viet Nam-based PCA Official.

(6) The Ministry of Foreign Affairs of the Socialist Republic of Viet Nam shall serve as the contact point for the Government to coordinate on behalf of the Government with the PCA Viet Nam Office on all issues that may arise with respect to the implementation of this Protocol and the Agreement.

**Article 3**

The Government shall take all appropriate steps to protect the PCA Viet Nam Office. The Government shall ensure the security and tranquility of the PCA Viet Nam Office and protect against any intrusion, disturbance of the peace or impairment of the dignity of the PCA Viet Nam Office. As may be required for this purpose, the Government shall provide adequate physical protection on the boundaries and in the vicinity of the PCA Viet Nam Office. In all cases, security arrangements shall be made in

consultation with the Secretary-General or a Viet Nam-based PCA Official designated as representative of the Secretary-General.

**Article 4**

The Government shall not, by reasons of the location of the PCA Viet Nam Office within its territory, incur any international responsibility for acts or omissions of the PCA or of Officials of the PCA acting or abstaining from acting within their functions, other than the international responsibility that may arise from the fact that the Socialist Republic of Viet Nam is a Contracting Party to the 1899 and 1907 Conventions.

**Article 5**

(1) The PCA Viet Nam Office and each and every Viet Nam-based PCA Official and individual staff of the PCA Viet Nam Office shall:

(a) Respect the laws, regulations of Viet Nam;

(b) Not interfere in the internal affairs and abuse the title of the PCA to have an act harmful to the security, politics, independence, sovereignty and territorial integrity of Viet Nam;

(c) Not be engaged, for personal profit, in any professional or commercial activity in Viet Nam;

(d) Not use their premises or assets in any manner incompatible with their functions or capacities.

(2) Local staff recruited by the PCA Viet Nam Office who are nationals or permanent residents of Viet Nam shall only be entitled to the immunities spelt out in paragraphs 2(a) and 2(b) of Article 6 of the Agreement.

(3) The Secretary-General shall take every precaution to ensure that no abuse of the privileges and immunities provided for under this Protocol shall occur.

(4) In case of abuse committed by the individuals referred to under this Protocol in the course of activities carried out in Viet Nam outside of their official duties, or in violation of their residency obligations according to the legislation of Viet Nam, the Agreement and the Protocol, the Government may require these persons to leave Viet Nam provided that:

(a) in case of persons entitled to diplomatic privileges and immunities, as well as exemptions and facilities under this Protocol, they shall not be required to leave Viet Nam other than according to the

diplomatic procedure applicable to diplomatic envoys accredited to Viet Nam; and

(b) in case of other individuals to whom Article 2 of the Protocol is not applicable, no order to leave Viet Nam shall be issued unless the Ministry of Foreign Affairs of the Socialist Republic of Viet Nam has approved it and the Secretary-General has been notified beforehand.

**Article 6**

Any dispute among the Parties to this Protocol shall be resolved in accordance with the procedures provided for in Article 15 of the Agreement.

**Article 7**

At the request of the Government or the PCA, consultations shall be entered into with respect to the modification of this Protocol. Any modification shall be made in writing by mutual consent of the Parties.

**Article 8**

(1) This Protocol shall enter into force on the date of signature and constitute an integral part of the Agreement.

(2) This Protocol may be terminated:

(a) by mutual consent of the PCA and the Government; or

(b) by either Party by giving notice to the other Party at least one year in advance of the effective date of termination.

**IN WITNESS WHEREOF**, the undersigned, being duly authorised thereto, have signed this Protocol.

Done on 27th October 2021, only in English, in two authentic copies.

| FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM | FOR THE PERMANENT COURT OF ARBITRATION |
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| **PHAM QUANG HIEU**<br>**Deputy Minister of Foreign Affairs** | **HUGO H. SIBLESZ**<br>**Secretary-General** |

**VĂN PHÒNG CHÍNH PHỦ XUẤT BẢN**

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|---|---|
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