BỘ NGOẠI GIAO

BỘ NGOẠI GIAO	**CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM** **Độc lập - Tự do - Hạnh phúc**
Số: 27/2014/TB-LPQT	*Hà Nội, ngày 07 tháng 5 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:

Bản ghi nhớ giữa Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Chính phủ Liên bang Thụy Sỹ về Chương trình Hỗ trợ kỹ thuật và Xây dựng năng lực cho khu vực tài chính Việt Nam giai đoạn 2013 - 2016, ký tại Béc-nơ ngày 15 tháng 4 năm 2014, có hiệu lực kể từ ngày 15 tháng 4 năm 2014.

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

Nguyễn Văn Ngự

MEMORANDUM OF UNDERSTANDING

between

THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM, REPRESENTED BY THE STATE BANK OF VIET NAM

and

THE GOVERNMENT OF THE SWISS CONFEDERATION, REPRESENTED BY THE STATE SECRETARIAT FOR ECONOMIC AFFAIRS

concerning

Technical Assistance and Capacity Development for Viet Nam's Financial Sector (2013-2016)

The Government of the Socialist Republic of Viet Nam, represented by the State Bank of Viet Nam and the Government of the Swiss Confederation, represented by the State Secretariat of Economic Affairs (hereinafter referred as "the Parties"),

- *Having regard to the friendly relations between the two countries,*
- *Desirous of strengthening these relations and the fruitful co-operation between the two countries,*
- *Referring to SECO's new Viet Nam Country Strategy 2013-2016 in the field of Economic Cooperation and Development, which joins Vietnamese and Swiss efforts to contribute to Viet Nam's economic reform agenda to attain inclusive and sustainable growth that results in higher economic well-being and quality of life,*
- *Acknowledging the commitment of the Government of the Socialist Republic of Viet Nam to pursuing its efforts to implement its Socio-Economic Development Strategy and Plans,*
- *Acknowledging the satisfactory results obtained under the technical assistance and capacity building program for Viet Nam's Banking Sector (2007-2009),*
- *Based on the Agreement between the Parties concerning Development Cooperation signed on June 7th, 2002,*

Have agreed as follows:

Article 1

Definitions

In this Memorandum of Understanding, unless the context otherwise requires, the following terms shall have the following meanings:

1.1 "Vietnamese Government", means the Government of the Socialist Republic of Viet Nam;

1.2 "Swiss Government" means the Government of the Swiss Confederation;

1.3 "SECO" means the State Secretariat for Economic Affairs of Switzerland;

1.4 "SBV" means the State Bank of Viet Nam;

1.5 "Co-operation Agreement" means the agreement between the Parties concerning Development Co-operation signed on June 7, 2002;

1.6 "MoU" means the present Memorandum of Understanding between the Parties concerning technical assistance and capacity development for Viet Nam's Financial Sector;

1.7 "capacity development" means the process by which people, organizations and society as a whole create, strengthen and maintain their ability to manage their affairs successfully over time;

1.8 "Projects" relate to any cooperative activity undertaken for the implementation of this MoU;

1.9 "Contribution" means the specific contribution granted by the Swiss Government and tied to selected projects, which fall under the scope of this MoU;

1.10 "Implementing Agency" means the Agency to be entrusted with the implementation of the projects.

Article 2

Objective and Scope

2.1 The objective of this MoU is to support the Vietnamese Government in its efforts to develop and strengthen the institutional capacity of SBV, as well as of the beneficiary institutions that are supervised by SBV in areas relevant for the modernization and strengthening of the financial sector.

2.2 Projects, which fall under the scope of this MoU, shall be executed by SECO that is mandated by the Swiss Government for the planning and implementation of economic cooperation and development activities and forms part of the Ministry of Economic Affairs, Research and Education.

2.3 This MoU shall provide the overall framework for the cooperation between SECO and the SBV as for all further projects that might be jointly envisaged and developed as a follow-up on the area of common interests described under paragraph 2.4.

2.4 SBV and SECO jointly identify projects, which may take place in the following areas of mutual interest:

- sound monetary framework conditions and policy management for a stable macroeconomic environment conducive to inclusive and sustainable growth
- core business of central banking such as monetary and financial sector stability, monetary policy analysis, macroeconomic accounting and statistics, payment systems, operational risk management, human resource management, bank supervision and regulation, as well as strengthening of legal framework and SBV's capacity in developing legal framework for the banking sector;
- sustainable development and modernization of Viet Nam's financial sector and the monitoring and implementation of the Banking Sector Strategy;
- banking sector skills and know-how as well as modern bank management in line with international best practices.

2.5 The SBV and SECO shall design the projects, which fall under the scope of this MoU, inter alia, as technical assistance projects, capacity development projects, training projects for international know-how transfer. Projects are aligned with national priorities and subject to the available resources.

2.6 The provisions of the Co-operation Agreement apply mutatis mutandis to this MoU.

Article 3

Implementation Principles

3.1 The Swiss Government agrees to support the Vietnamese Government in its effort to strengthen its financial sector and capacity development for SBV and shall consider granting specific contributions, tied to selected projects, which fall under the scope of this MoU.

3.2 Any Contributions shall be administered by the implementing agencies, identified, selected and mandated by SECO for the successful implementation of the technical assistance projects.

3.3 The proceeds of any Contribution shall only be used to finance projects, designed in accordance with Art. 2.5, for the purpose of implementing this MoU. Expenditures relating to any type of infrastructure (e.g. buildings) are excluded to be financed by the Contribution.

3.4 The SBV shall nominate a focal point for each specific project undertaken for the implementation of this MoU. The focal point will be SECO's main counterpart for any issues regarding the project.

3.5 The Vietnamese Government shall take or cause to take any action necessary or appropriate carry out the projects.

3.6 The SBV shall ensure that all projects are conducted and coordinated with sound administrative policies and procedures; in particular the SBV shall ensure that the individual project agreements for activities falling under the scope of this MoU are consulted with the relevant Vietnamese authorities.

3.7 The SBV shall furnish all information relevant for the implementation of the projects within the framework of this MoU and the use of the proceeds of any Swiss contribution to SECO or to the implementing agencies mandated by SECO.

3.8 The SBV shall ensure that reports, publications and project results achieved under this MoU and in alignment with the project's objective are shared with the relevant stakeholders within SBV's disclosure policy and shall facilitate the information-exchange and policy dialogue between interested stakeholders.

3.9 The SBV agrees that the implementing agencies keep SECO regularly informed on the progress of their respective projects, by submitting reports with the regularity agreed between SECO and the implementing agencies.

3.10 The SBV shall provide a required counterpart contribution for the project implementation, in accordance with the individual project documents.

Article 4

Consultation and Review

4.1 The Parties of this MoU shall respectively appoint a coordinating agency which shall serve as contact point to oversee the implementation of all the projects and issues related to this MoU and ensure the communication and information about relevant issues between the Parties.

- For the Swiss side: The Division of Macroeconomic Support of SECO under the Federal Department of Economic Affairs, Education and Research, represented by the Swiss Cooperation Office in Hanoi
- For the Vietnamese side: The International Cooperation Department under SBV.

4.2 The Parties agree that the coordinating agencies shall meet at least once a year to exchange views on the progress and results of the projects and the performance of their respective obligations under the framework of the present MoU. The coordinating agencies shall jointly decide on the holding of any other meetings deemed necessary for the successful implementation of the MoU.

4.3 The members of all bodies involved in the implementation of the projects shall always endeavor to act in a spirit of co-operation. If no agreement can be reached, the matter of disagreement is to be referred to the coordinating agencies for this MoU.

4.4 The coordinating agencies shall promptly inform each other and consult with each other on any event which interferes or threatens to interfere with the successful implementation of this MoU.

4.5 SECO shall share the reports received by the implementing agency on project implementation at least on an annual basis and in accordance with the reporting timeline of the individual projects.

4.6 The SBV shall, after the full disbursement of the Contribution, but in any event not later than three months after the termination of the MoU, furnish to SECO a report of such scope and in such details as the SECO shall reasonably expect on the execution of the projects and the accomplishment of the purpose of this MoU.

4.7 Upon consultation with SBV, SECO, or any independent consultant acting on its behalf, is entitled to monitor and review all projects and procedures related to the implementation of the projects financed under this MoU, as deemed appropriate. SBV agrees that SECO may undertake, at its own cost, a financial audit or an independent ex-post evaluation of the Project.

Article 5

Anti-Corruption Clause

The Parties share a common concern in the fight against corruption, which jeopardizes good governance and the proper use of resources needed for development, and, in addition, endangers fair and open competition based on price and quality. They declare, therefore, their intention of combining their efforts to fight corruption and, in particular, declare that any offer, gift, payment, remuneration or benefit of any kind whatsoever, made to whomsoever, directly or indirectly, with a view to being awarded a mandate or contract within the framework of this MoU, or during its execution, will be construed as an illegal act or corrupt practice. Any act of this kind constitutes sufficient grounds to justify annulment of this MoU, the procurement or resulting award, or for taking any other corrective measures foreseen laid down by the applicable law.

Article 6

Basis of Cooperation

Respect for democratic principles and fundamental human rights, as specified in particular in the Universal Declaration of Human Rights, is the basis of the domestic policies of the Parties, and represent an essential element, as important as the objectives of the present MoU.

Article 7

Authorities

The following authorities shall be responsible for the implementation of the MoU:

For the Vietnamese Government:

The State Bank of Viet Nam
International Cooperation Department
47-49 Ly Thai To, Hoan Kiem, Ha Noi
Phone: +84 4 39343365
Fax: +84 4 3 8250612
E-mail: htsp@gosbv.org

For the Swiss Government:

State Secretariat of Economic Affairs (SECO)
Macroeconomic Support Division
Holzikofenweg 36
3003 Berne / Switzerland
Phone:+41 31 40794
Fax: +41 31 40962
E-Mail: wemu.sekretariat@seco.admin.ch

Article 8

Amendments

This MOU may be amended or supplemented by written agreement of the Parties. This amendment or supplement shall form an integral part of this MOU.

Article 9

Final Provisions

9.1 This MoU shall enter into force upon its signature and shall remain in force until the end of 2016. The MoU can be extended upon common, written agreement between SECO and SBV.

9.2 Any dispute or disagreement arising from the implementation of this MoU shall be settled amicably by consultation between the Parties.

9.3 However, if either Party considers that, before the termination of the present MoU, its aims can no longer be achieved or that the other Contracting Party is not meeting its obligations, it shall have the right to suspend or terminate this MoU by giving three months' prior written notice.

9.4 Not withstanding paragraph 9.2, either Party can terminate the present MoU with immediate effect in case of substantial breach of the MoU. Substantial breach means serious breach of one of the essential objectives of the present MoU, and/or breach of Art. 5 and Art. 6 of the present MoU.

9.5 In case of termination according to paragraph 9.2, the provisions of this MoU shall continue to apply to all ongoing projects and programs at the time of its termination until the respective projects and programs have been finished.

Done by exchange of letter in two originals in English.

On behalf of the Government of the Socialist Republic of Viet Nam, represented by the State Bank of Vietnam

Date: .....

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Nguyen Van Binh
Governor

On behalf of the Government of the Swiss Confederation, represented by the State Secretariat for Economic Affairs

.....Bern, Switzerland.....April, 15th, 2014

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Marie-Gabrielle Ineichen-Fleisch
State Secretary
Director