BỘ NGOẠI GIAO

Số: 28/2023/TB-LPQT

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

Hà Nội, ngày 30 tháng 10 năm 2023

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:

Công hàm trao đổi giữa Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Chính phủ Nhật Bản cho khoản vay của Dự án "Cải thiện cơ sở hạ tầng nhằm phát triển nông nghiệp tại tỉnh Lâm Đồng (giai đoạn 1)", ký tại Hi-rô-xi-ma ngày 21 tháng 5 năm 2023, có hiệu lực từ ngày 21 tháng 5 năm 2023.

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

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

Nguyễn Lương Ngọc

Hiroshima, May 21, 2023

Excellency,

I have the honour to confirm the following understanding recently reached between the representatives of the Government of Japan and of the Government of the Socialist Republic of Viet Nam concerning a Japanese loan to be extended with a view to promoting the economic stabilisation and development efforts of the Socialist Republic of Viet Nam:

1. A loan in Japanese yen up to the amount of four billion seven hundred and thirty-nine million yen (¥4,739,000,000) (hereinafter referred to as "the Loan") will be extended, in accordance with the relevant laws and regulations of Japan, to the Government of the Socialist Republic of Viet Nam represented by the Ministry of Finance of the Socialist Republic of Viet Nam by the Japan International Cooperation Agency (hereinafter referred to as "JICA") for the purpose of implementing the Project for Upgrading Infrastructure for Agricultural Development in Lam Dong Province (Phase 1) (hereinafter referred to as "the Project").

2. (1) The Loan will be made available by a loan agreement to be concluded between the Government of the Socialist Republic of Viet Nam represented by the Ministry of Finance of the Socialist Republic of Viet Nam and JICA. The terms and conditions of the Loan as well as the procedures for its utilization will be governed by the said loan agreement, within the scope of the present understanding, which will contain, inter alia, the following principles:

(a) The repayment period will be twenty (20) years after the grace period of ten (10) years;

(b) The rate of interest will be one point one five per cent (1.15%) per annum;

His Excellency
Dr. Ho Duc Phoc
Minister of Finance
of the Socialist Republic of Viet Nam

(c) Notwithstanding sub-paragraph (b) above, where a part of the Loan is made available to cover payments to consultants of the Project, then the rate of interest of the said part will be nought point nought one per cent (0.01%) per annum; and

(d) The disbursement period will be nine (9) years after the date of coming into force of the said loan agreement.

(2) The loan agreement mentioned in sub-paragraph (1) above will be concluded after JICA is satisfied with the feasibility of the Project, including environmental considerations.

(3) The disbursement period mentioned in sub-paragraph (1)(d) above may be extended with the consent of the authorities concerned of the two Governments.

3. (1) The Loan will be made available to cover payments to be made by the Vietnamese executing agency to suppliers, contractors and/or consultants of eligible source countries under such contracts as may be entered into between them for purchases of products and/or services required for the implementation of the Project, provided that such purchases are made in such eligible source countries for products produced in and/or services supplied from those countries.

(2) The scope of eligible source countries mentioned in sub-paragraph (1) above shall be agreed upon between the authorities concerned of the two Governments.

(3) A part of the Loan may be used to cover eligible local currency requirements for the implementation of the Project.

4. The Government of the Socialist Republic of Viet Nam shall ensure that the products and/or services mentioned in sub-paragraph (1) of paragraph 3 are procured in accordance with the guidelines for procurement of JICA, which set forth, inter alia, the procedures of international competitive bidding to be followed except where such procedures are inapplicable or inappropriate.

5. With regard to the shipping and marine insurance of the products purchased under the Loan, the Government of the Socialist Republic of Viet Nam shall refrain from imposing any restrictions that may hinder fair and free competition among the shipping and marine insurance companies.

6. Japanese nationals whose services may be required in the Socialist Republic of Viet Nam in connection with the supply of the products and/or services mentioned in sub-paragraph (1) of paragraph 3 shall be accorded, in accordance with the relevant laws of the Socialist Republic of Viet Nam, such facilities as may be necessary for their entry into the Socialist Republic of Viet Nam and stay therein for the performance of their work.

7. (1) The Government of the Socialist Republic of Viet Nam shall exempt JICA from all fiscal levies and taxes imposed in the Socialist Republic of Viet Nam on and/or in connection with the Loan as well as interest accruing therefrom.

(2) The Government of the Socialist Republic of Viet Nam shall ensure that import tax, value added tax, environmental protection tax and special consumption tax imposed in the Socialist Republic of Viet Nam with respect to the import of materials and equipment procured for the Project by the Vietnamese executing agency to duly constitute the value of the Project, are borne by the said agency, except for the case of materials and equipment imported by suppliers, contractors and/or consultants to implement the Project.

8. The Government of the Socialist Republic of Viet Nam shall take necessary measures to:

(a) ensure that the Loan is used properly and exclusively for the Project;

(b) ensure and maintain the safety of persons engaged in the implementation of the Project and of the general public of the Socialist Republic of Viet Nam in constructing the facilities under the Loan and in using such facilities; and

(c) ensure that the facilities constructed under the Loan are maintained and used properly and effectively for the purpose prescribed in the present understanding.

9. While ensuring fair treatment of sources of information and data, the Government of the Socialist Republic of Viet Nam shall, upon request, furnish the Government of Japan and JICA with:

(a) information and data concerning the progress of the implementation of the Project; and

(b) any other information, including information on corrupt practice, related to the Project.

10. The two Governments shall consult with each other with respect to any matter that may arise from or in connection with the present understanding.

I have further the honour to propose that this Note and Your Excellency's Note in reply confirming on behalf of the Government of the Socialist Republic of Viet Nam the foregoing understanding shall constitute an agreement between the two Governments, which shall enter into force on the date of Your Excellency's Note in reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

HAYASHI Yoshimasa
Minister for Foreign Affairs
of Japan

MINISTRY OF FINANCE
THE SOCIALIST REPUBLIC OF VIETNAM

Hiroshima, May 21, 2023

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honour to confirm the following understanding recently reached between the representatives of the Government of Japan and of the Government of the Socialist Republic of Viet Nam concerning a Japanese loan to be extended with a view to promoting the economic stabilisation and development efforts of the Socialist Republic of Viet Nam:

1. A loan in Japanese yen up to the amount of four billion seven hundred and thirty-nine million yen (¥4,739,000,000) (hereinafter referred to as "the Loan") will be extended, in accordance with the relevant laws and regulations of Japan, to the Government of the Socialist Republic of Viet Nam represented by the Ministry of Finance of the Socialist Republic of Viet Nam by the Japan International Cooperation Agency (hereinafter referred to as "JICA") for the purpose of implementing the Project for Upgrading Infrastructure for Agricultural Development in Lam Dong Province (Phase 1) (hereinafter referred to as "the Project").

2. (1) The Loan will be made available by a loan agreement to be concluded between the Government of the Socialist Republic of Viet Nam represented by the Ministry of Finance of the Socialist Republic of Viet Nam and JICA. The terms and conditions of the Loan as well as the procedures for its utilization will be governed by the said loan agreement, within the scope of the present understanding, which will contain, inter alia, the following principles:

(a) The repayment period will be twenty (20) years after the grace period of ten (10) years;

(b) The rate of interest will be one point one five per cent (1.15%) per annum;

His Excellency
Mr. HAYASHI Yoshimasa
Minister for Foreign Affairs
of Japan

(c) Notwithstanding sub-paragraph (b) above, where a part of the Loan is made available to cover payments to consultants of the Project, then the rate of interest of the said part will be nought point nought one per cent (0.01%) per annum; and

(d) The disbursement period will be nine (9) years after the date of coming into force of the said loan agreement.

(2) The loan agreement mentioned in sub-paragraph (1) above will be concluded after JICA is satisfied with the feasibility of the Project, including environmental considerations.

(3) The disbursement period mentioned in sub-paragraph (1)(d) above may be extended with the consent of the authorities concerned of the two Governments.

3. (1) The Loan will be made available to cover payments to be made by the Vietnamese executing agency to suppliers, contractors and/or consultants of eligible source countries under such contracts as may be entered into between them for purchases of products and/or services required for the implementation of the Project, provided that such purchases are made in such eligible source countries for products produced in and/or services supplied from those countries.

(2) The scope of eligible source countries mentioned in sub-paragraph (1) above shall be agreed upon between the authorities concerned of the two Governments.

(3) A part of the Loan may be used to cover eligible local currency requirements for the implementation of the Project.

4. The Government of the Socialist Republic of Viet Nam shall ensure that the products and/or services mentioned in sub-paragraph (1) of paragraph 3 are procured in accordance with the guidelines for procurement of JICA, which set forth, inter alia, the procedures of international competitive bidding to be followed except where such procedures are inapplicable or inappropriate.

5. With regard to the shipping and marine insurance of the products purchased under the Loan, the Government of the Socialist Republic of Viet Nam shall refrain from imposing any restrictions that may hinder fair and free competition among the shipping and

marine insurance companies.

6. Japanese nationals whose services may be required in the Socialist Republic of Viet Nam in connection with the supply of the products and/or services mentioned in sub-paragraph (1) of paragraph 3 shall be accorded, in accordance with the relevant laws of the Socialist Republic of Viet Nam, such facilities as may be necessary for their entry into the Socialist Republic of Viet Nam and stay therein for the performance of their work.

7. (1) The Government of the Socialist Republic of Viet Nam shall exempt JICA from all fiscal levies and taxes imposed in the Socialist Republic of Viet Nam on and/or in connection with the Loan as well as interest accruing therefrom.

(2) The Government of the Socialist Republic of Viet Nam shall ensure that import tax, value added tax, environmental protection tax and special consumption tax imposed in the Socialist Republic of Viet Nam with respect to the import of materials and equipment procured for the Project by the Vietnamese executing agency to duly constitute the value of the Project, are borne by the said agency, except for the case of materials and equipment imported by suppliers, contractors and/or consultants to implement the Project.

8. The Government of the Socialist Republic of Viet Nam shall take necessary measures to:

(a) ensure that the Loan is used properly and exclusively for the Project;

(b) ensure and maintain the safety of persons engaged in the implementation of the Project and of the general public of the Socialist Republic of Viet Nam in constructing the facilities under the Loan and in using such facilities; and

(c) ensure that the facilities constructed under the Loan are maintained and used properly and effectively for the purpose prescribed in the present understanding.

9. While ensuring fair treatment of sources of information and data, the Government of the Socialist Republic of Viet Nam shall, upon request, furnish the Government of Japan and JICA with:

(a) information and data concerning the progress of

the implementation of the Project; and

(b) any other information, including information on corrupt practice, related to the Project.

10. The two Governments shall consult with each other with respect to any matter that may arise from or in connection with the present understanding.

I have further the honour to propose that this Note and Your Excellency's Note in reply confirming on behalf of the Government of the Socialist Republic of Viet Nam the foregoing understanding shall constitute an agreement between the two Governments, which shall enter into force on the date of Your Excellency's Note in reply."

I have further the honour to confirm on behalf of the Government of the Socialist Republic of Viet Nam the foregoing understanding and to agree that Your Excellency's Note and this Note in reply shall constitute an agreement between the two Governments, which shall enter into force on the date of this Note in reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

Ho Duc Phoc
Minister of Finance
of the Socialist Republic
of Viet Nam