BỘ NGOẠI GIAO

Số: 37 /2023/TB-LPQT

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

Hà Nội, ngày 28 tháng 11 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:

Bản ghi nhớ giữa Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Chính phủ Ma-lai-xia liên quan đến Mục D (Dịch vụ thẻ thanh toán điện tử) của Phụ lục 11-B (Các cam kết cụ thể) tại Chương 11 (Dịch vụ tài chính) của Hiệp định Đối tác Toàn diện và Tiến bộ xuyên Thái Bình Dương, ký ngày 08 tháng 3 năm 2018 tại San-ti-a-gô đờ Chi-lê, có hiệu lực từ ngày 29 tháng 11 năm 2022.

Bộ Ngoại giao trân trọng gửi bản sao Bản ghi nhớ 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 Lương Ngọc

8 March 2018

His Excellency
Mr. J.Jayasiri
Secretary General
Ministry of International Trade and Industry
Malaysia

Dear Secretary General,

In connection with the signing on 8 March 2018 of the *Comprehensive and Progressive Agreement for Trans-Pacific Partnership* (the "Agreement"), I have the honour to confirm the following agreement reached between the Government of Malaysia and the Government of the Socialist Republic of Viet Nam ("Viet Nam"):

Nothing in Section D (Electronic Payment Card Services) of Annex 11-B (Specific Commitments) to Chapter 11 (Financial Services) of the Agreement restricts the right of Viet Nam to adopt or maintain measures that condition the cross-border supply of electronic payment services into Viet Nam by a service supplier of another Party on a requirement that such electronic payment services are processed through a national switching facility licensed by the State Bank of Viet Nam, and that facility is positioned between such supplier and financial institutions[1]/payment intermediaries in Viet Nam. Any such requirement shall:

(1) not be used as a means of avoiding Viet Nam's obligations under Section D (Electronic Payment Card Services);

(2) not result in a competitive disadvantage to the service suppliers of another Party;

(3) ensure the security, speed or reliability of the services, and preserve the ability of service suppliers of another Party to innovate, and

(4) not impose unreasonable costs, directly or indirectly, on service suppliers of another Party.

If the national switching facility of Viet Nam and a supplier of another Party enter into an agreement or agreements for the processing of electronic payment transactions that set out standards for operation of that facility, compliance with the terms of the agreement or agreements shall be deemed to satisfy Viet Nam's obligations under paragraphs (2), (3) and (4) with respect to that supplier.

[1] For the purpose of this letter, financial institutions include foreign bank branches in Viet Nam.

I have the further honour to propose that this letter and your letter of confirmation in reply shall constitute an agreement between our two Governments, subject to dispute settlement under Chapter 28 (Dispute Settlement) of the Agreement as modified by Article 11.21 (Dispute Settlement) of Chapter 11 (Financial Services) of the Agreement, which shall enter into force on the date of entry into force of the Agreement as between Malaysia and Viet Nam.

Sincerely,

Tran Tuan Anh
Minister of Industry and Trade
Socialist Republic of Viet Nam

8 March 2018

His Excellency
Mr. Tran Tuan Anh
Minister of Industry and Trade
Socialist Republic of Viet Nam

Dear Minister,

I am pleased to acknowledge receipt of your letter of 8 March 2018 which reads as follows:

"In connection with the signing on 8 March 2018 of the *Comprehensive and Progressive Agreement for Trans-Pacific Partnership* (the "Agreement"), I have the honour to confirm the following agreement reached between the Government of Malaysia and the Government of the Socialist Republic of Viet Nam ("Viet Nam"):

Nothing in Section D (Electronic Payment Card Services) of Annex 11-B (Specific Commitments) to Chapter 11 (Financial Services) of the Agreement restricts the right of Viet Nam to adopt or maintain measures that condition the cross-border supply of electronic payment services into Viet Nam by a service supplier of another Party on a requirement that such electronic payment services are processed through a national switching facility licensed by the State Bank of Viet Nam, and that facility is positioned between such supplier and financial institutions[1] /payment intermediaries in Viet Nam. Any such requirement shall:

(1) not be used as a means of avoiding Viet Nam's obligations under Section D (Electronic Payment Card Services);

(2) not result in a competitive disadvantage to the service suppliers of another Party;

(3) ensure the security, speed or reliability of the services, and preserve the ability of service suppliers of another Party to innovate, and

(4) not impose unreasonable costs, directly or indirectly, on service suppliers of another Party.

If the national switching facility of Viet Nam and a supplier of another Party enter into an agreement or agreements for the processing of electronic payment transactions that set out standards for operation of that facility, compliance with the terms of the agreement or agreements shall be deemed to satisfy Viet Nam's obligations under paragraphs (2), (3) and (4) with respect to that supplier.

[1] For the purpose of this letter, financial institutions include foreign bank branches in Viet Nam.

I have the further honour to propose that this letter and your letter of confirmation in reply shall constitute an agreement between our two Governments, subject to dispute settlement under Chapter 28 (Dispute Settlement) of the Agreement as modified by Article 11.21 (Dispute Settlement) of Chapter 11 (Financial Services) of the Agreement, which shall enter into force on the date of entry into force of the Agreement as between Malaysia and Viet Nam."

I have the honour to confirm that the above reflects the agreement reached between our Governments, and that your letter and this letter of confirmation in reply shall constitute an agreement between our two Governments, subject to dispute settlement under Chapter 28 (Dispute Settlement) of the *Comprehensive and Progressive Agreement for Trans-Pacific Partnership* (the "Agreement") as modified by Article 11.21 (Dispute Settlement) of Chapter 11 (Financial Services) of the Agreement, which shall enter into force on the date of entry into force of the Agreement as between the Socialist Republic of Viet Nam and Malaysia.

Sincerely,

J.Jayasiri
Secretary General
Ministry of International Trade and Industry
Malaysia