BỘ NGOẠI GIAO

BỘ NGOẠI GIAO	**CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM** **Độc lập - Tự do - Hạnh phúc**
Số: 38/2016/TB-LPQT	*Hà Nội, ngày 13 tháng 6 năm 2016*

THÔNG BÁO
Về việc điều ước quốc tế có hiệu lực

Thực hiện quy định của Luật Ký kết, gia nhập và thực hiện điều ước quốc tế năm 2005, Bộ Ngoại giao trân trọng thông báo:

Hiệp định giữa Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Chính phủ Hung-ga-ri về việc thiết lập chương trình khung về hợp tác tài chính, ký tại Hà Nội ngày 12 tháng 01 năm 2016, có hiệu lực kể từ ngày 03 tháng 7 năm 2016.

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

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM
AND
THE GOVERNMENT OF HUNGARY
ABOUT THE ESTABLISHMENT OF A FRAMEWORK PROGRAMME
FOR FINANCIAL CO-OPERATION

The Government of the Socialist Republic of Vietnam and the Government of Hungary (further on: Contracting Parties) agree about the mutually advantageous extension of the economic relationship and promotion of the development co-operation as follows:

Article 1

Definitions

For the purpose of this Agreement:

a) tied aid credit: export credit tied to procurement of goods and/or services originating from Hungary and supported officially through interest rate support and insurance with a concessionality level not less than 35 per cent;

b) mixed credits: associated financing packages of concessionary credits mixed with grants. The overall concessionality level of a package set forth in the OECD rules is calculated on the basis of the interest subsidy and the grant part, the latter may include but not exceed the amount of the risk premium;

c) concessionality level: the difference between the nominal value of the tied aid credit and the discounted present value of the future debt service payable by the borrower, expressed as a percentage of the nominal value of the tied aid credit;

d) nominal value of the tied aid: the total value of the project financed in the frame of the tied aid credit along with the risk premium for the credit repayment excluding interests;

e) grant element: the part of the tied aid credits nominal capital value, non-repayable by the borrower;

f) OECD Arrangement: OECD Arrangement on Officially Supported Export Credits effective on the day of contracting;

g) starting point of credit: to be determined according to the list of definitions set out in the *m)* point of Annex XIV. of the OECD Arrangement;

h) DDR: Differential Discount Rate used for calculating the concessionality level of tied aid, determined by the OECD;

i) ODA: Official Development Assistance;

j) MOF: The Ministry of Finance of Vietnam, representing the Sovereign;

Article 2

Establishment of the framework programme for financial co-operation

The Government of Hungary, in accordance with its international development co-operation policy, offers a non-refundable official support through interest rate support and grant element, to tied aid credits (further on: tied aid credit line) disbursed by the Hungarian Export-Import Bank Pte. Ltd. (further on: Eximbank) with the framework conditions set out in the present Agreement, available for financing included in the development aims of high importance of the Socialist Republic of Vietnam.

The Government of the Socialist Republic of Vietnam accepts the tied aid credit line and, acting in accordance with its own legal system and international obligations, supports the realisation of the present framework programme of tied aid credit.

Contracting Parties express their willingness with respect to the participants of the credit transactions belonging to the present tied aid credit line and will confirm by declarations that pursuant to the provisions of the action statement of the OECD on „Bribery and officially supported export credits" they did not participate in any bribery in relation to the transactions and they are not aware of any corruption.

Article 3

Amount of the tied aid credit line and its financial conditions

The total value of the project financed under the tied aid credit line is maximum 60 Million EUR. The firm commitment arises on the basis of the individual credit agreement concluded between MOF and Eximbank as stipulated in Article 7 of this Agreement.

The concessionality level of credit payable under the tied aid credit line shall be not less than 35% in conformity with the OECD Arrangement.

Tenor of the credit disbursed under the tied aid credit line shall not exceed 21,5 (twenty one and a half) years, which includes 1 (one) year grace period and 20,5 (twenty and a half) years repayment period. The first repayment is due 18 months from the starting point of credit as defined in the OECD Arrangement. The interest rate is 0% per annum.

The disbursement period of credit disbursed under the tied aid credit line will be stipulated in the individual credit agreement depending on the particular project. The disbursement period for the individual credits shall not exceed 3,5 (three and a half) years.

Relating to the credit disbursed under the tied aid credit line, a risk premium stipulated in the individual credit agreement will be calculated in line with the OECD Arrangement and will be officially supported and counted in as a grant part of the mixed credit.

Article 4

Utilisation of the tied aid credit line

The tied aid credit line can be utilised for the realisation of projects not objected by signers of the OECD Arrangement during the procedure in conformity with the acceptance rules of the OECD Arrangement and the consultation procedure, respectively.

Contracting Parties agree that the Government of the Socialist Republic of Vietnam will apply the tied aid credit line for priority areas specified in the Appendix forming an integral part of this Agreement.

The selected project shall be realised by Hungarian exports through companies registered in Hungary. The financing realised under the tied aid credit line may include the foreign content in cases if at least 50 per cent of the export realised by companies registered in Hungary qualifies as of Hungarian origin performed on the territory of the Socialist Republic of Vietnam.

The Government of the Socialist Republic of Vietnam or the organisation appointed by it for realisation of the project under priority areas specified in the Appendix, in conformity with its legislation, acting in accordance with generally accepted principles and good procurement practices and Vietnamese procurement procedures, gives the Ministry of Foreign Affairs and Trade of Hungary information about its decisions.

Article 5

Acceptance procedure

The Contracting Parties, for acceptance of the projects financed under the credit line as per this Agreement, will follow the procedure below:

a) The exporter and the importer elaborate the export contract on the realisation of the project.

b) The Relevant Party of Vietnam approves the export contract concluded in conformity with the Vietnam Law on Procurement and the Vietnamese regulations on management and utilization of ODA and gives a written notice about this to Ministry of Foreign Affairs and Trade and Eximbank.

c) Eximbank confirms in writing the start of the negotiation about the individual credit agreement based on the export contract approved by the Party of Vietnam.

Article 6

Disbursement of the tied aid credit

Detailed conditions of the tied aid credit provided to finance the project accepted by the Contracting Parties is to be stipulated in the individual credit

agreement between MOF in accordance with the provisions laid down in Article 7 on the one part and Eximbank as the lender on the other.

Eximbank, for the account of its own resources, lends, up to the amount of credit line agreed in this Agreement, concessional credit to MOF for the realisation of the accepted project. The measure of the financing is 100 per cent of the value of the accepted project and the amount of the grant element.

Commercial and political risks of the tied aid credit will be insured by the Hungarian Export Credit Insurance Pte. Ltd. (further on: MEHIB).

Eximbank and MEHIB, in accordance with the international obligations, notify beforehand their intention to lend tied aid credit related to the particular project. After successful execution of the procedure of approval Eximbank gives notes to the importer/buyer and the exporter, and the Contracting Parties, respectively.

Article 7

Conditions of the individual credit agreement

The Government of the Socialist Republic of Vietnam based on the signed individual credit agreement shall secure the repayment obligation as agreed by the Contracting Parties and shall set aside the amount of its payment obligation in the actual year in its state budget.

Eximbank and MEHIB shall conclude a credit insurance contract complying with the conditions fixed by the Hungarian law in force.

Article 8

Taxes, fees

The Contracting Parties are obliged to pay the taxes, fees and other public charges arising on the basis of the execution of this Agreement in their own country. These costs cannot be paid from the individual tied aid credits and they cannot be separated.

Costs arising during the individual credit agreement shall be paid by the parties of the credit agreement in their own country and they cannot be charged on the individual tied aid credit.

During the reimbursement of the loan the amounts to be paid cannot be decreased by the tax levied by the Socialist Republic of Vietnam or other amounts arising as a result of other payment obligations.

Regarding any taxes relevant for this Agreement and the individual credit agreement the Agreement on Avoiding Double Taxation between the Socialist Republic of Vietnam and Hungary should be respected.

The Government of Socialist Republic of Vietnam ensures all the licences – if any – necessary for the start and execution of the project by the time of the signing of the individual credit agreement.

Article 9

Dispute Settlement

The Contracting Parties shall settle any dispute in connection with this Agreement in the course of direct negotiations.

Article 10

Governing Law

The individual credit agreement shall be governed by the laws of Hungary and applicable rules of international law.

Article 11

Closing Provisions

a) This Agreement shall be valid for a period of two (02) years from the date of its coming into force and shall be automatically renewed for period of one (01) year, unless one Party informs the other of its decision to terminate it, by means of a written notification at least three (03) months before expiry.

b) Provisions of this Agreement, even after their expiry, shall be applicable for those projects accepted and financed on the basis of the individual credit agreement concluded according to this Agreement.

c) The Contracting Parties shall notify each other in writing through diplomatic channels that they have fulfilled the internal legal prescriptions necessary for the coming into force of this Agreement. The present Agreement shall come into force on the 30th (thirtieth) day after the receipt of such a note later on.

d) This Agreement may be cancelled upon agreement of Contracting Parties in writing through diplomatic channels. In this case the Agreement shall abate on 60th (sixtieth) day of the other Contracting Party's receipt of the notification about cancellation.

e) The Contracting Parties may amend or supplement this Agreement at their common will and agreement. These amendments and supplements shall come into force according to point *c)* of this Article.

Signed in Ha Noion the day of 12th January in 2016, in English language, in two originals.

For the Government of the Socialist Republic of Vietnam	**For the Government of Hungary**
Nguyen Chi Dung	Szijjarto Peter
Vice Minister of Planning and Investment	Minister of Foreign Affairs and Trade

APPENDIX ON

LIST OF PRIORITY AREAS FOR REALISATION UNDER THE AGREEMENT BETWEEN THE GOVERNMENT OF HUNGARY AND THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM ON THE ESTABLISHMENT OF A FRAMEWORK PROGRAMME FOR FINANCIAL CO-OPERATION

1. Can Tho oncological hospital project

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