BỘ NGOẠI GIAO	CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM
Số: 39/2020/TB-LPQT	Độc lập - Tự do - Hạnh phúc

Hà Nội, ngày 25 tháng 5 năm 2020

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:

Hiệp định viện trợ không hoàn lại (Dự án Đầu tư xây dựng và phát triển hệ thống cung ứng dịch vụ y tuyến cơ sở) giữa nước Cộng hòa xã hội chủ nghĩa Việt Nam và Ngân hàng Tái thiết và Phát triển Quốc tế/Hiệp hội Phát triển Quốc tế trong vai trò quản lý Quỹ Tín thác Đa phương tài trợ cho Quỹ Tài chính Toàn cầu, Quỹ Tín thác Đa phương để tài trợ các chương trình y tế, và Quỹ Tín thác Đa phương để giải quyết thách thức về bệnh không lây nhiễm ở các quốc gia có thu nhập thấp và trung (Ngân hàng Thế giới), số viện trợ TFB0264, TFB0276, TFB0266, ký tại Hà Nội ngày 18 tháng 02 năm 2020, có hiệu lực từ ngày 18 tháng 5 năm 2020.

Bộ Ngoại giao trân trọng gửi bản sao Hiệp định 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 Văn Ngự

GFF GRANT NUMBER TFB0264
MDTF TF GRANT NUMBER TFB0276
PHGF TF GRANT NUMBER TFB0266

Trust Fund Grant Agreement

(Investing and Innovating for Grassroots Health Service Delivery Project)

between

SOCIALIST REPUBLIC OF VIETNAM

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/ INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as administrator of the Multi-Donor Trust Fund for the Global Financing Facility in Support of Every Woman Every Child, the Integrating Donor-Financed Health Programs Multi-Donor Trust Fund, and the Tackling of Non-Communicable Diseases Challenges in Low and Middle-Income Countries Multi-donor Trust Fund

Dated 18 February ,2020

GFF GRANT NUMBER TFB0264
MDTF TF GRANT NUMBER TFB0276
PHGF TF GRANT NUMBER TFB0266

TRUST FUND GRANT AGREEMENT

AGREEMENT dated February 18, 2020 entered into between SOCIALIST REPUBLIC OF VIETNAM ("Recipient") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of: (a) the Multi-Donor Trust Fund for the Global Financing Facility ("GFF") in Support of Every Woman Every Child; (b) the Integrating Donor-Financed Health Programs Multi-donor Trust Fund, and (c) the Tackling of Non-Communicable Diseases Challenges in Low and Middle Income Countries Multi-donor Trust Fund.

WHEREAS (A) the Recipient, having satisfied itself as to the feasibility and priority of the Project described in Schedule 1 to this Agreement ("Project"), has requested the World Bank to extend certain grants as provided in Section 3.01 of this Agreement;

(B) the Recipient has also requested the International Development Association ("Association") to assist in the financing of the Project and the Association has agreed to make available a credit to the Recipient to assist in the financing of the Project, pursuant to the financing agreement of even date herewith between the Recipient and the Association ("Financing Agreement"); and

WHEREAS the World Bank has agreed, on the basis, *inter alia*, of the foregoing, to extend certain grants to the Recipient upon the terms and conditions set forth in this Agreement.

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions, the Financing Agreement or in this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project, through MOH and the Project Provinces, in accordance with the provisions of Article II of the Standard Conditions.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

Article III
The Grant

3.01. The World Bank, acting in the following capacities, agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement certain grants (collectively "Grant") from various sources in the following amounts:

(a) acting as administrator of the GFF, a grant in an amount not to exceed seventeen million United States Dollars ($17,000,000) ("GFF Grant") to buy-down a portion of the credit provided for under the Financing Agreement pursuant to Section 3.03 below;

(b) acting as administrator of the Integrating Donor-Financed Health Programs Multi-donor Trust Fund, a grant in an amount not to exceed five million United States Dollars ($5,000,000) ("MDTF Grant") to assist in financing Parts 2.2, 2.3 and 3 of the Project; and

(c) acting as administrator of the Tackling of Non-Communicable Diseases Challenges in Low and Middle-Income Countries Multi-donor Trust Fund, a grant in an amount not to exceed three million United States Dollars ($3,000,000) ("PHGF Grant") to assist in financing Parts 2.2, 2.3 and 3 of the Project.

3.02. The Recipient may withdraw the proceeds of the MDTF Grant and the PHGF Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Recipient irrevocably agrees, and hereby instructs the World Bank, acting as administrator of the GFF to withdraw the proceeds of the GFF Grant to pay to the

Association on behalf of the Recipient the Interest Charge and/or any principal amount of the Credit falling due and accruing under the Financing Agreement until December 31, 2026 (or such other date as the World Bank shall establish by notice to the Recipient).

3.04. The Grant is funded out of the abovementioned trust funds for which the World Bank receives periodic contributions from the donors to the trust funds. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust funds, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Additional Remedies

4.01. The Additional Event of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following, namely, that the World Bank has determined after the Effective Date referred to in Section 5.03 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

Article V
Effectiveness; Termination

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that:

(a) the Project Operations Manual has been duly adopted by MOH; and

(b) the Financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.

5.02. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World

Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.03. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article VI
Recipient's Representative; Addresses

6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Minister, or a Vice Minister, of the Ministry of Finance.

6.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Finance
28 Tran Hung Dao
Hanoi, Vietnam

Facsimile:
(84-24) 2220 8020

6.03. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Facsimile:

1-202-477-6391

AGREED at Hanoi, Viet Nam, as of the day and year first above written.

SOCIALIST REPUBLIC OF VIETNAM

By

Authorized Representative

Name: Tran Xuan Ha

Title: Vice Minister

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT/
INTERNATIONAL DEVELOPMENT
ASSOCIATION
acting as administrator of
the Multi-Donor Trust Fund for the Global Financing Facility in Support of Every Woman Every Child,
the Integrating Donor-Financed Health Programs Multi-Donor Trust Fund, and
the Tackling of Non-Communicable Diseases Challenges in Low and Middle-Income Countries Multi-donor Trust Fund

By

Authorized Representative

Name: Ousmane Diane

Title: Country Director

SCHEDULE 1

Project Description

The objective of the Project is to improve the quality and utilization of grassroots health services, with a focus on the commune level, in the Project Provinces.

The Project consists of the parts described in Schedule 1 to the Financing Agreement.

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SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Implementation Arrangements

1. The institutional and other arrangements described in Section I of Schedule 2 (except Section I.B) to the Financing Agreement are hereby incorporated by reference in this Section, unless the context otherwise requires, and shall apply, *mutatis mutandis*, to the Grant, and the Recipient hereby undertakes to comply with the provisions thereof to the same extent as if such provisions had been set out in full in this Agreement.

2. For greater clarity and the avoidance of doubt, in view of the incorporation of Section I of Schedule 2 (except Section I.B) to the Financing Agreement in this Agreement pursuant to the preceding paragraph, if the Financing Agreement terminates prior to the termination of this Agreement, such termination shall have no effect for purposes of this Agreement, and the provisions of the Financing Agreement incorporated in this Agreement pursuant to the preceding paragraph shall continue in full force and effect between the Recipient and the World Bank for purposes of this Agreement following and notwithstanding such termination of the Financing Agreement.

B. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

C. Donor Visibility and Visit

1. The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donors' support for the Project.

2. For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank's request, enable the representatives of the Donors to visit any part of the Recipient's territory for purposes directly related to the Project.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient, through MOH and the Project Provinces, shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank and set forth in the Project Operations Manual. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than forty-five (45) after the end of the period covered by such report.

2. The Recipient, through MOH and the Project Provinces, shall carry out jointly with the World Bank, not later than thirty (30) months after the Effective Date, or such other period as may be agreed by the World Bank, a midterm review to assess the status of Project implementation, as measures against the performance indicators set forth in the Project Operations Manual. Such review shall include an assessment of: (i) the progress in implementation; (ii) the results of monitoring and evaluation activities; (iii) the progress on procurement and disbursement; (iv) compliance with safeguard requirements; (v) adequacy of implementation arrangements; and (vi) the need to make any adjustments to the Project to improve performance.

3. The Recipient, through MOH and the Project Provinces, shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the date referred to in Section III.B.2 of Schedule 2 to the Financing Agreement.

B. Financial Management; Financial Reports; Audits

1. The Recipient, through MOH and the Project Provinces, shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient, through MOH and the Project Provinces, shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar semester, covering the semester, in form and substance satisfactory to the World Bank.

3. The Recipient, through MOH and the Project Provinces, shall have its Financial Statements for the Project audited in accordance with the provisions of Section

2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

Section III. Procurement

All goods non-consulting services consulting services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in the Procurement Regulations, and the provisions of the Procurement Plan.

Section IV. Withdrawal of MDTF Grant and PHGF Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the MDTF Grant and PHGF Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "Disbursement Guidelines for Investment Project Financing" dated February 2017, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the MDTF Grant and PHGF Grant ("Category"), the allocations of the amounts of the MDTF Grant and PHGF Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the MDTF Grant Allocated (expressed in USD)	Amount of the PHGF Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, consulting services, Incremental Operating Costs, and Training and Workshops under Parts 2.2, 2.3 and 3 of the Project	5,000,000		100%
(2) Goods, consulting services, non-consulting services, Incremental Operating Costs, and Training and Workshops under Parts 2.2, 2.3 and 3 of the Project		3,000,000	100%
TOTAL AMOUNT	5,000,000	3,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is: (a) with respect to the MDTF Grant, June 30, 2023; and (b) with respect to the PHGF Grant, March 31, 2022.

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APPENDIX

Definitions

1. "Anti-Corruption Guidelines" means the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.

2. "Financing Agreement" means the agreement for the Project between the Recipient and IDA, dated the same date as this Agreement, as such agreement may be amended from time to time. "Financing Agreement" includes all appendices, schedules and agreements supplemental to the Financing Agreement.

3. "GFF Grant" means the grant referred to in Section 3.01(a) of this Agreement.

4. "Incremental Operating Costs" means the reasonable costs of incremental eligible expenditures incurred by the Recipient in the implementation of the Project, based on annual work plans and budgets approved by the World Bank, which expenditures would not have been incurred absent the Project, including the costs of consumables, operation, maintenance, and/or rental of equipment and vehicles; bank charges; communication costs; information and communication campaigns; transportation costs; translation, printing, photocopying and advertising expenses; accommodation and per diem for Project staff including contracted staff and other participants for purposes of Project implementation, management, and supervision; and wages of contracted staff; but in all cases excluding salaries, salary allowances, and salary supplements of the Recipient's civil servants ("công chức", "viên chức").

5. "MDTF Grant" means the grant referred to in Section 3.01(b) of this Agreement.

6. "PHGF Grant" means the grant referred to in Section 3.01(c) of this Agreement.

7. "Procurement Plan" means the Recipient's procurement plan for the Project, dated April 26, 2019, and provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.

8. "Procurement Regulations" means the "World Bank Procurement Regulations for Borrowers under Investment Project Financing", dated July 1, 2016, revised November 2017.

9. "Standard Conditions" means the "Standard Conditions for Grants Made by the World Bank Out of Various Funds", dated February 15, 2012.

10. "Training and Workshops" means the reasonable costs of expenditure incurred by the Recipient, and the Project Provinces based on annual work plans and terms of reference acceptable to the World Bank, in facilitating and conducting domestic and overseas training and workshop activities of the Project, including costs of training or workshop materials and consumables; honoraria; interpretation and translation; equipment and venue rental; lunches; and per diem, accommodation, and transportation for those attending the training or workshop; but excluding salary and salary supplements of Recipient's civil servants ("công chức" and "viên chức").