PHẦN VĂN BẢN KHÁC

BỘ NGOẠI GIAO

BỘ NGOẠI GIAO

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

Số: 48/2015/TB-LPQT

Hà Nội, ngày 22 tháng 9 năm 2015

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:

Công hàm trao đổi giữa Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Chính phủ Nhật Bản về việc Chính phủ Nhật Bản cung cấp khoản ODA vốn vay cho Chính phủ Việt Nam tài khóa 2014 với 15 tỷ Yên, ký tại Hà Nội ngày 31 tháng 3 năm 2015, có hiệu lực kể từ ngày 31 tháng 3 năm 2015.

Bộ Ngoại giao trân trọng gửi bản sao Công hàm 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

Lê Đức Hạnh

EMBASSY OF JAPAN
HANOI

Hanoi, March 31, 2015

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 stabilization and development efforts of the Socialist Republic of Viet Nam with particular focus on promoting the efforts by the Government of the Socialist Republic of Viet Nam for achieving both reduction of emissions of greenhouse gases and economic growth as well as for contributing to climate stability:

1. A loan in Japanese yen up to the amount of fifteen billion yen (¥15,000,000,000) (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 by the Japan International Cooperation Agency (hereinafter referred to as "JICA") for the purpose of supporting the Government of the Socialist Republic of Viet Nam in implementing its policy document under the Support Program to Respond to Climate Change (V) (hereinafter referred to as "the Policy Document").

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 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 thirty (30) years after the grace period of ten (10) years;

(b) The rate of interest will be nought point three per cent (0.3%) per annum; and

His Excellency
Mr. Bui Quang Vinh
Minister of Planning and Investment
of the Socialist Republic of Viet Nam

(c) The disbursement period will be two (2) years after the date of coming into force of the said loan agreement.

(2) The disbursement period mentioned in sub-paragraph (1)(c) 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 already made and/or to be made by importers in the Socialist Republic of Viet Nam to suppliers of eligible source countries under such contracts as have been and/or may be entered into between them for purchases of products, except such products as will be enumerated in a list to be mutually agreed upon between the authorities concerned of the two Governments, and/or for purchases of services incidental to the purchase of those products, provided that such purchases are made in such eligible source countries for products produced in and/or services supplied from those countries.

(2) The list mentioned in sub-paragraph (1) above may be modified by agreement between the authorities concerned of the two Governments.

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

4. The Government of the Socialist Republic of Viet Nam shall take measures to have the equivalent in Vietnamese currency of the amount of yen disbursements of the Loan transferred to the state budget account opened in the name of the Government of the Socialist Republic of Viet Nam. The amount thus transferred shall be included in the state budget of the Government of the Socialist Republic of Viet Nam, and shall be used to support the implementation of the Policy Document by the Government of the Socialist Republic of Viet Nam.

5. 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.

6. 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.

7. 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.

8. The Government of the Socialist Republic of Viet Nam shall take necessary measures to ensure that the Loan be used properly and exclusively for the economic stabilization and development efforts of the Socialist Republic of Viet Nam.

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 use of the Loan and the progress of the implementation of the Policy Document; and

(b) any other information, including information on corrupt practice, related to the Loan and the Policy Document.

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.

深田 博史

Hiroshi Fukada
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Socialist Republic of Viet Nam

Record of Discussions

In connection with the Exchange of Notes between the Government of Japan and the Government of the Socialist Republic of Viet Nam dated March 31,2015, concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Socialist Republic of Viet Nam with particular focus on promoting the efforts by the Government of the Socialist Republic of Viet Nam for achieving both reduction of emissions of greenhouse gases and economic growth as well as for contributing to climate stability (hereinafter referred to as "the Exchange of Notes"), the representatives of the Japanese Delegation and of the Vietnamese Delegation wish to record the following:

1. With regard to sub-paragraph (1) of paragraph 3 of the Exchange of Notes, Japanese Note Verbale No.J.D.24/2015 dated March 31,2015 and Vietnamese Note Verbale No.1787/BKHĐT-KTĐN dated March 31,2015, it was a shared view of the two Delegations that suppliers of eligible source countries mean nationals of the eligible source countries or juridical persons incorporated and registered in those countries, and which have their appropriate facilities for producing or providing goods and services in those countries and actually conduct their business there.

2. With regard to sub-paragraph (1) of paragraph 3 of the Exchange of Notes, the representative of the Japanese Delegation stated that the loan mentioned in paragraph 1 of the Exchange of Notes (hereinafter referred to as "the Loan") may be made available to cover payments already made and/or to be made between January 1, 2012, and the previous date of coming into force of the relevant loan agreement as well as payments to be made on and after the date of coming into force of the said loan agreement, for purchases of the products and/or services referred to in the said sub-paragraph.

3. With regard to paragraph 4 of the Exchange of Notes, the representative of the Japanese Delegation stated that the possibility of succeeding Japanese loans will be subject to confirmation of the performance and the progress achieved by the Government of the Socialist Republic of Viet Nam in implementing its policy document under the Support Program to Respond to Climate Change referred to in paragraph 1 of the Exchange of Notes.

4. With regard to paragraph 8 of the Exchange of Notes, the representative of the Japanese Delegation stated that:

(a) the necessary measures referred to in the said paragraph include measures preventing any offer, gift or payment, consideration or benefit which would be construed as a corrupt practice in the Socialist Republic of Viet Nam from being made as an inducement to or reward for the award of the contracts referred to in sub-paragraph (1) of paragraph 3 of the Exchange of Notes;

(b) the Government of the Socialist Republic of Viet Nam will take all necessary measures to enable and facilitate ex-post procurement audit to be carried out by independent auditors which the Japan International Cooperation Agency (hereinafter referred to as "JICA") will designate and to be paid at JICA's expense, in order to ensure fairness and competitiveness of the procurement process, in case where JICA considers such audit to be necessary; and

(c) the products and services purchased under the Loan will not be used for the military purposes.

5. The representative of the Vietnamese Delegation stated that the Vietnamese Delegation had no objection to the above-mentioned statements by the Japanese Delegation.

Bui Quang Vinh
Minister of Planning
and Investment
of the Socialist Republic of
Viet nam

Hiroshi Fukada
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Socialist Republic of
Viet Nam

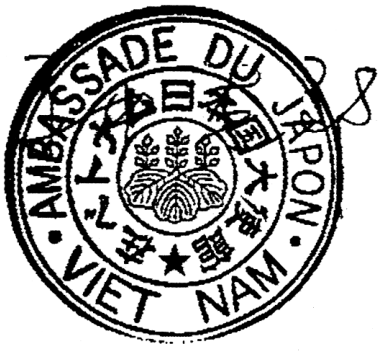
EMBASSY OF JAPAN
HANOI

No.J.D.23/2015

The Embassy of Japan in the Socialist Republic of Viet Nam presents its compliments to the Ministry of Planning and Investment of the Socialist Republic of Viet Nam and has the honour to refer to sub-paragraph (1) of paragraph 3 of the Exchange of Notes between the Government of Japan and the Government of the Socialist Republic of Viet Nam dated March 31, 2015, concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Socialist Republic of Viet Nam with particular focus on promoting the efforts by the Government of the Socialist Republic of Viet Nam for achieving both reduction of emissions of greenhouse gases and economic growth as well as for contributing to climate stability.

The Embassy has further the honour to propose herewith a list of ineligible products for financing under the Japanese loan.

Hanoi, March 31, 2015



To: Ministry of Planning and Investment
The Socialist Republic of Viet Nam

LIST OF INELIGIBLE PRODUCTS

1. Alcoholic beverage (112)

2. Tobacco, unmanufactured tobacco refuse (121)

3. Tobacco, manufactured (whether or not containing tobacco substitutes) (122)

4. Tobacco processing machinery (728.43)

5. Radioactive and associated materials (525)

6. Pearls, precious and semiprecious stones, unworked or worked (667)

7. Nuclear reactors, and parts thereof, fuel elements (cartridges), non-irradiated for nuclear reactors (718.7)

8. Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems) (897.3)

9. Gold, non-monetary (excluding gold ores and concentrates) (971)

10. Any type of arms

11. Any environmental hazardous goods (for purposes of this paragraph the term "environmentally hazardous goods" means goods, the manufacture, use or import of which is prohibited under the laws of the Socialist Republic of Viet Nam or international agreements to which the Socialist Republic of Viet Nam is a party.)

( ) SITC Code Number

EMBASSY OF JAPAN
HANOI

No.J.D.24/2015

The Embassy of Japan in the Socialist Republic of Viet Nam presents its compliments to the Ministry of Planning and Investment of the Socialist Republic of Viet Nam and has the honour to refer to sub-paragraph (3) of paragraph 3 of the Exchange of Notes between the Government of Japan and the Government of the Socialist Republic of Viet Nam dated March 31, 2015, concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Socialist Republic of Viet Nam with particular focus on promoting the efforts by the Government of the Socialist Republic of Viet Nam for achieving both reduction of emissions of greenhouse gases and economic growth as well as for contributing to climate stability.

The Embassy has further the honour to propose that the scope of eligible source countries mentioned in the said sub-paragraph will be all countries and areas except the Socialist Republic of Viet Nam.

Hanoi, March 31, 2015

To: Ministry of Planning and Investment
The Socialist Republic of Viet Nam

MINISTRY OF PLANNING AND INVESTMENT
OF SOCIALIST REPUBLIC OF VIET NAM

Hanoi, March 31, 2015

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 stabilization and development efforts of the Socialist Republic of Viet Nam with particular focus on promoting the efforts by the Government of the Socialist Republic of Viet Nam for achieving both reduction of emissions of greenhouse gases and economic growth as well as for contributing to climate stability:

1. A loan in Japanese yen up to the amount of fifteen billion yen (¥15,000,000,000) (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 by the Japan International Cooperation Agency (hereinafter referred to as "JICA") for the purpose of supporting the Government of the Socialist Republic of Viet Nam in implementing its policy document under the Support Program to Respond to Climate Change (V) (hereinafter referred to as "the Policy Document").

His Excellency
Mr. Hiroshi Fukada
Ambassador Extraordinary
and Plenipotentiary of Japan

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 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 thirty (30) years after the grace period of ten (10) years;

(b) The rate of interest will be nought point three per cent (0.3%) per annum; and

(c) The disbursement period will be two (2) years after the date of coming into force of the said loan agreement.

(2) The disbursement period mentioned in sub-paragraph (1)(c) 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 already made and/or to be made by importers in the Socialist Republic of Viet Nam to suppliers of eligible source countries under such contracts as have been and/or may be entered into between them for purchases of products, except such products as will be enumerated in a list to be mutually agreed upon between the authorities concerned of the two Governments, and/or for purchases of services incidental to the purchase of those products, provided that such purchases are made in such eligible source countries for products produced in and/or services supplied from those countries.

(2) The list mentioned in sub-paragraph (1) above may be modified by agreement between the authorities concerned of the two Governments.

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

4. The Government of the Socialist Republic of Viet Nam shall take measures to have the equivalent in Vietnamese currency of the amount of yen disbursements of the Loan transferred to the state budget account opened in the name of the Government of the Socialist Republic of Viet Nam. The amount thus transferred shall be included in the state budget of the Government of the Socialist Republic of Viet Nam, and shall be used to support the implementation of the Policy Document by the Government of the Socialist Republic of Viet Nam.

5. 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.

6. 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.

7. 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.

8. The Government of the Socialist Republic of Viet Nam shall take necessary measures to ensure that the Loan be used properly and exclusively for the economic stabilization and development efforts of the Socialist Republic of Viet Nam.

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 use of the Loan and the progress of the implementation of the Policy Document; and

(b) any other information, including information on corrupt practice, related to the Loan and the Policy Document.

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.

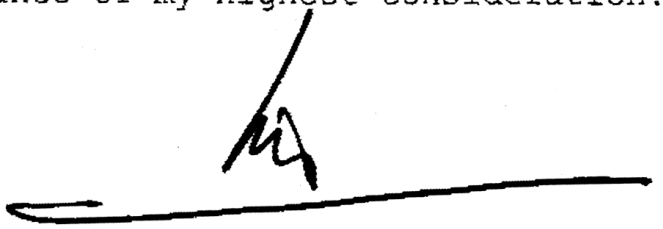
I have further the honour to propose that this Note and Your Excellency's Note in reply confirming on behalf of the Government of the Socialist Republic of Viet Nam the foregoing understanding shall constitute an agreement between the two Governments, which shall enter into force on the date of Your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

I avail myself of this opportunity to renew to Your

Excellency the assurance of my highest consideration."

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.



Bui Quang Vinh
Minister of Planning and Investment
of the Socialist Republic of Viet Nam

Record of Discussions

In connection with the Exchange of Notes between the Government of the Socialist Republic of Viet Nam and the Government of Japan dated March 31,2015 concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Socialist Republic of Viet Nam with particular focus on promoting the efforts by the Government of the Socialist Republic of Viet Nam for achieving both reduction of emissions of greenhouse gases and economic growth as well as for contributing to climate stability (hereinafter referred to as "the Exchange of Notes"), the representatives of the Vietnamese Delegation and of the Japanese Delegation wish to record the following:

1. With regard to sub-paragraph (1) of paragraph 3 of the Exchange of Notes, Japanese Note Verbale No.J.D.24/2015 dated March 31,2015 and Vietnamese Note Verbale No.1787/BKHĐT-KTĐN dated March 31, 2015, it was a shared view of the two Delegations that suppliers of eligible source countries mean nationals of the eligible source countries or juridical persons incorporated and registered in those countries, and which have their appropriate facilities for producing or providing goods and services in those countries and actually conduct their business there.

2. With regard to sub-paragraph (1) of paragraph 3 of the Exchange of Notes, the representative of the Japanese Delegation stated that the loan mentioned in paragraph 1 of the Exchange of Notes (hereinafter referred to as "the Loan") may be made available to cover payments already made and/or to be made between January 1, 2012, and the previous date of coming into force of the relevant loan agreement as well as payments to be made on and after the date of coming into force of the said loan agreement, for purchases of the products and/or services referred to in the said sub-paragraph.

3. With regard to paragraph 4 of the Exchange of Notes, the representative of the Japanese Delegation stated that the possibility of succeeding Japanese loans will be subject to confirmation of the performance and the progress achieved by the Government of the Socialist Republic of Viet Nam in implementing its policy document under the Support Program to Respond to Climate Change referred to in paragraph 1 of the Exchange of Notes.

4. With regard to paragraph 8 of the Exchange of Notes, the representative of the Japanese Delegation stated that:

(a) the necessary measures referred to in the said paragraph include measures preventing any offer, gift or payment, consideration or benefit which would be construed as a corrupt practice in the Socialist Republic of Viet Nam from being made as an inducement to or reward for the award of the contracts referred to in sub-paragraph (1) of paragraph 3 of the Exchange of Notes;

(b) the Government of the Socialist Republic of Viet Nam will take all necessary measures to enable and facilitate ex-post procurement audit to be carried out by independent auditors which the Japan International Cooperation Agency (hereinafter referred to as "JICA") will designate and to be paid at JICA's expense, in order to ensure fairness and competitiveness of the procurement process, in case where JICA considers such audit to be necessary; and

(c) the products and services purchased under the Loan will not be used for the military purposes.

5. The representative of the Vietnamese Delegation stated that the Vietnamese Delegation had no objection to the above-mentioned statements by the Japanese Delegation.

Hiroshi Fukada
Ambassador Extraordinary and Plenipotentiary of Japan to the Socialist Republic of Viet nam

Bui Quang Vinh
Minister of Planning and Investment of the Socialist Republic of Viet Nam