BỘ NGOẠI GIAO

Số: 54/2017/TB-LPQT

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

Hà Nội, ngày 28 tháng 12 năm 2017

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 khung giữa Chính phủ nước cộng hòa xã hội chủ nghĩa Việt Nam và Chính phủ Đại hàn Dân quốc cho các khoản tín dụng từ Quỹ hợp tác phát triển kinh tế (EDCF) giai đoạn 2016 - 2020, ký tại Hà Nội, ngày 08 tháng 11 năm 2017, có hiệu lực từ ngày 08 tháng 11 năm 2017.

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

Lê Hải Triều

FRAMEWORK ARRANGEMENT BETWEEN THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM AND THE GOVERNMENT OF THE REPUBLIC OF KOREA CONCERNING LOANS FROM THE ECONOMIC DEVELOPMENT COOPERATION FUND FOR THE YEARS 2016 THROUGH 2020

The Government of the Socialist Republic of Viet Nam (hereinafter referred to as the "Vietnamese Government") and the Government of the Republic of Korea (hereinafter referred to as the "Korean Government") (hereinafter referred to as the "Parties"),

In accordance with the Agreement between the Government of the Socialist Republic of Viet Nam and the Government of the Republic of Korea concerning Loans from the Economic Development Cooperation Fund signed on April 12, 1995 (hereinafter referred to as the "Agreement"),

Have agreed as follows:

Article 1

The Korean Government shall enable the Vietnamese Government to obtain loans from the Economic Development Cooperation Fund (hereinafter referred to as the "EDCF") up to a maximum commitment amount in Korean Won not exceeding the equivalent of one billion five hundred million US dollars (US$ 1,500,000,000) for the years 2016 through 2020 to finance EDCF loan projects in the Socialist Republic of Viet Nam, unless otherwise agreed by the Parties.

Article 2

/ An EDCF

An EDCF loan for each individual project (hereinafter referred to as the "Loan") shall be extended to the Vietnamese Government in accordance with the following procedures:

(a) The Vietnamese Government and The Korean Government shall identify potential projects in close collaboration with each other, and the Vietnamese Government shall submit a list of prospective projects to be financed under this Arrangement to the Korean Government;

(b) The Vietnamese Government shall request the Korean Government, through diplomatic channels, to extend a Loan for each individual project;

(c) In case the Korean Government decides to extend a Loan for the requested project after appraisal of the project, it shall inform the Vietnamese Government of its decision through diplomatic channels; and the Vietnamese Government shall send its acceptance to the Korean Government through diplomatic channels; and

(d) Details of each individual project and the Loan amount for the project shall be set out in and made available through a loan agreement (hereinafter referred to as the "Loan Agreement") to be concluded between the Vietnamese Government and The Export-Import Bank of Korea (hereinafter referred to as the "Bank").

Article 3

1. The terms and conditions for each individual project shall be specified in each Loan Agreement to the extent consistent with the Agreement and the provisions of this Arrangement. Each Loan Agreement shall contain, inter alia, the following principles, unless otherwise agreed by the Parties:

(a) The borrower or guarantor of the Loan shall be the Vietnamese Government;

(b) The repayment period shall be twenty five to forty (25-40) years, including a seven to ten (7-10) year grace period, and the interest rate shall be zero percent to two percent (0%-2.0%) per annum. Such terms and conditions are subject to change reflecting the revision of country classification, may be determined in due consideration of the characteristics of individual projects including procurement conditions, and shall be in accordance with the laws and regulations and guidelines of Republic of Korea, and specified in the Loan Agreement of the / individual project;

individual project;

(c) No interest shall accrue for the Loan covering the consulting services costs, in case the consultant is selected from among Korean firms;

(d) In the event that the Vietnamese Government fails to make payment of all or any portion of the principal of the Loan or any other amount due under the Loan Agreements, the unpaid amount shall bear an overdue charge at the rate of two percent (2%) per annum in addition to the interest rate specified in the Loan Agreements;

(e) The eligible source countries for the procurement of goods and services including consulting services, to be financed out of the Loan shall be the Republic of Korea for the foreign currency portion[1)] and the Socialist Republic of Viet Nam for the local currency portion[2)]. Procurement from the third countries other than the eligible source countries, if any, maybe acceptable if the Parties agree and shall be set out in the Loan Agreements;

(f) The procurement or consulting contracts shall be concluded within eighteen (18) months from the effective date of each Loan Agreement;

(g) Eligible suppliers for EDCF loan-financed projects shall be Korean companies. Considering the characteristics of individual projects, if both parties agree, additional eligible suppliers may be allowed and shall be set out in the Loan Agreements; and

(h) The Vietnamese Government ensures that the Value Added Tax (VAT) and import tax imposed in the Socialist Republic of Viet Nam on goods and services provided by the suppliers for the implementation of the projects under the Loan Agreements shall be borne by the executing agencies of the project.

2. The revision of any principle stated in paragraph 1 above may be made with the mutual consent of the Parties, and shall be set out in the Loan Agreements.

3. The procurement of goods and services under the EDCF Loan shall be made in conformity with each Loan Agreement including the Guidelines for Procurement under the EDCF Loan and the Guidelines for the Employment of Consultants under the EDCF Loan.

/ Article 4

1)Foreign currency portion means the portion of project cost payable to contractor(s) or consultant(s) for the goods and services manufactured in or provided by eligible source countries other than the borrower's country.

2) Local currency portion means the portion of project cost payable to contractor(s) or consultant(s) for the goods and services manufactured in or provided by the borrower's country.

Article 4

Should the Loan allocated to a project be insufficient for the implementation of the project, the Vietnamese Government shall take responsibility to provide such funds as shall be needed.

Article 5

The Loans shall be disbursed by the Bank to the Vietnamese Government upon its request, or to the suppliers and/or consultants on behalf of the Vietnamese Government, in accordance with the disbursement procedures under the Loan Agreements.

Article 6

1. The Vietnamese Government shall permit the Bank to maintain an EDCF office in the Socialist Republic of Viet Nam (hereinafter referred to as the "Office") with the same status as the offices of other development partners executing ODA loans to the Vietnamese Government and shall allow Resident Representatives to be dispatched from the Republic of Korea (hereinafter referred to as the "Representatives") and the EDCF staff to be dispatched from the Republic of Korea (hereinafter referred to as the "Staff") to discharge their duties in connection with the Loans under this Arrangement.

2. The Vietnamese Government shall accord the Representatives, Staff and their families as well as the Office the following privileges, exemptions, and benefits:

(a) For the Representatives, Staff and their families:

(i) exemption from income tax and other fiscal charges imposed on remuneration for fulfilling their duties of EDCF in the Socialist Republic of Viet Nam;

(ii) exemption from consular fees, customs duties, taxes and other charges of a similar nature other than those for storage, cartage, and similar services, as well as from the requirements of obtaining import licenses and certificates of foreign exchange coverage, in respect of the importation of personal and household effects including one motor vehicle for each Representative and Staff member who is assigned to / stay in

stay in the Socialist Republic of Viet Nam for more than 183 days and actually resides in the Socialist Republic of Viet Nam and other items for personal use only;

(iii) exemption from special consumption tax and VAT on one motor vehicle for each Representative and Staff member who is assigned to stay in the Socialist Republic of Viet Nam for more than 183 days and actually resides in the Socialist Republic of Viet Nam and does not import any motor vehicle into the Socialist Republic of Viet Nam, in case of a local purchase;

(iv) exemption from the registration fees for the motor vehicles mentioned in (ii) and (iii) above;

(v) permission to enter, leave, and sojourn in the Socialist Republic of Viet Nam for the duration of their assignment therein, and the expediting and facilitation of the procedures for alien registration and exemption from consular fees;

(vi) issuance of identification cards and special passes to enter airports and seaports beyond the passport control point to receive and send off missions of the EDCF; and

(vii) expediting and facilitation of the acquisition of car driving licenses.

(b) For the Office:

(i) exemption from customs duties, taxes, and other charges of similar nature other than those for storage, cartage and similar services, as well as from the requirements of obtaining import licenses and certificates of foreign exchange coverage, in respect of the importation of office equipment and other articles, including telex machines, necessary for office activities;

(ii) exemption from all customs duties, taxes, registration fees and other charges related to importation and registration procedures of motor vehicles necessary for office activities whose number is to be agreed between the relevant authorities of the Parties; and

(iii) exemption from income tax and other fiscal charges imposed on or in connection with office expenses remitted from overseas.

(c) Other measures necessary for the performance of the duties of the Representatives, Staff and Office.

3. The motor vehicles mentioned in paragraph 2 above shall be subject to payment of customs duties and taxes if they are subsequently sold or transferred within the Socialist Republic of Viet Nam to individuals or organizations not entitled to

/ exemption from

exemption from such duties and taxes or similar privileges.

4. The Representatives, Staff and their families as well as the Office importing goods free of customs duties, taxes, and other charges of a similar nature, in accordance with sub-paragraphs (a) and (b) of paragraph 2 above shall present details of such goods to the authority concerned of the Vietnamese Government to assist with import and re-export formalities.

5. The Representatives, Staff and their families as well as the Office shall re-export, sell within the Socialist Republic of Viet Nam or grant to the Vietnamese Government on its approval the items imported free of customs duties, taxes, and other charges of a similar nature, in accordance with the laws and regulations of the Socialist Republic of Viet Nam.

6. The Vietnamese Government shall accord the Representatives, Staff and their families as well as the Office such privileges, exemptions, and benefits no less favorable than those accorded to the representatives, staff and their families as well as the offices of executing agencies of any third country or of any international organization performing a similar mission in the Socialist Republic of Viet Nam. Such privileges, exemption and benefits are subject to change to be in accordance with relevant laws and regulations of the Socialist Republic of Viet Nam on privileges, exemption and benefits applied on operations of development partners in the Socialist Republic of Viet Nam.

Article 7

The Parties mutually agree to further negotiate the specific terms and conditions of the Loan Agreements in line with this Arrangement.

Article 8

This Arrangement may be amended by the mutual written consent of the Parties. The amendment shall become effective on the date agreed upon by the Parties. The amendment of this Arrangement shall not affect the validity of any Loan advanced prior to such amendment, unless otherwise agreed by the Parties.

/ Article 9

Article 9

Any dispute arising out of the interpretation or implementation of this Arrangement shall be settled amicably through negotiations between the Parties.

Article 10

1. This Arrangement shall enter into force on the date of signature and shall remain in force, unless otherwise agreed upon by the Parties, until the Vietnamese Government performs all the obligations under each of the Loan Agreements.

2. Either Government may terminate this Arrangement at any time by notification to the other Government through diplomatic channels. The termination shall take effect six (6) months from the date of the notification of termination to the other Government. Obligations outstanding at the time of such termination shall nonetheless be completed in accordance with the provisions of this Arrangement, unless otherwise agreed by the Korean Government.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Arrangement.

Done in duplicate at Hanoi, on this 8th day of November, 2017, in the English language.

FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM

FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA

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