# BỘ NGOẠI GIAO

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| **BỘ NGOẠI GIAO** | **CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM**<br>**Độc lập - Tự do - Hạnh phúc** |
| Số: 62/2013/TB-LPQT | *Hà Nội, ngày 09 tháng 12 năm 2013* |

## THÔNG BÁO
## Về việc điều ước quốc tế có hiệu lực

Thực hiện quy định tại khoản 3 Điều 47 của Luật ký kết, gia nhập và thực hiện điều ước quốc tế năm 2005, Bộ Ngoại giao trân trọng thông báo:

Thỏa thuận giữa Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Chính phủ nước Cộng hòa Phần Lan cho dự án "Phát triển hệ thống quản lý thông tin ngành lâm nghiệp, pha II", ký tại Hà Nội ngày 24 tháng 5 năm 2013, có hiệu lực kể từ ngày 24 tháng 5 năm 2013.

Bộ Ngoại giao trân trọng gửi bản sao Thỏa thuận 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 THE REPUBLIC OF FINLAND**
**ON**
**THE DEVELOPMENT OF A MANAGEMENT INFORMATION SYSTEM FOR THE FORESTRY SECTOR PROJECT, PHASE II**

The Government of the Socialist Republic of Viet Nam ("Viet Nam") and the Government of the Republic of Finland ("Finland"), represented by the Ministry for Foreign Affairs of Finland, jointly referred to as "the Parties", have, on the basis of the Agreement on General Terms and Procedures for Development Co-operation between Viet Nam and Finland, signed on 8 April 1992, and on the basis of consultations on development co-operation held in Ha Noi on 15 April 2009 between the representatives of the two Governments, agreed, in respect of the co-operation in the Development of a Management Information System for the Forestry Sector in Vietnam, as follows:

**ARTICLE I**
**Scope and Objective**

1. The Project shall be implemented in accordance with the Project Document and the Budget, dated April 2013 and attached as Annex I to this Agreement, as well as in accordance with the annual work plans and budgets to be mutually agreed upon.

2. The overall objective of the Project is to promote management of forest resources in a sustainable way based on up-to-date information, and in a way that contributes to the alleviation of poverty in the socio-economic development framework of Viet Nam.

**ARTICLE II**
**Principles of Co-operation**

1. Respect for human rights, democratic principles, good governance and the rule of law shall form the basis for the co-operation between Viet Nam and Finland and constitute the essential elements of this Agreement.

2. The Project shall be implemented in accordance with the principles of transparency and open dialogue.

**ARTICLE III**
**Competent Authorities and Implementing Agency**

1. The Ministry of Agriculture and Rural Development in Viet Nam and the Ministry for Foreign Affairs of Finland, represented by the Embassy of Finland in Viet Nam, shall be the Competent Authorities in matters relating to this Agreement.

2. The responsibility for the implementation of the Project lies with the Ministry of Agriculture and Rural Development.

**ARTICLE IV**
**Financing by Finland**

The contribution of Finland to the implementation of the Project in 2013 - 2018 shall, on a grant basis and subject to annual parliamentary approval in Finland, be a maximum of nine million seven hundred thousand Euros (€9,700,000). However, the contribution shall only be used up to the actual amount necessary to cover the costs resulting from the implementation of the Project as specified in the Project Document.

**ARTICLE V**
**Financing by Viet Nam**

1. Viet Nam shall cover the costs, amounting approximately to €437,530 (equivalent to 11,700,000,000 VND) as a contribution to the implementation of the Project as specified in the Project Document.

2. All financial and other resources required for the implementation of the Project exceeding the Finnish contribution shall be provided by Viet Nam.

**ARTICLE VI**
**Procurements**

1. Finland shall procure the supporting services prescribed in the Project Document and shall conclude a contract with a consulting agency to be agreed upon with Viet Nam. Other procurements for the Project shall be made by Finland, a Consulting Agency or Viet Nam as agreed upon between Finland and Viet Nam.

2. No offer, gift, payment or benefit of any kind, which would or could be construed as an illegal or corrupt practice, shall be accepted, either directly or indirectly, as an inducement or reward for the award or execution of procurement contracts.

3. All procurements shall be made in accordance with the procurement regulations of Vietnam or Finland, depending on the location of the procurement. Invitations to tender as well as procurement contracts shall, respectively, include a

clause on the possibility of the tender being rejected and the contract being cancelled, in case any illegal or corrupt practices have been connected with the award or execution of the contract. Furthermore, the damage or loss caused to the buyer shall, in case of the cancellation of the contract, be compensated by the supplier.

**ARTICLE VII**
**Information**

1. The Parties shall:

(a) promptly inform each other of any event or situation which might affect the implementation of the Project; and

(b) ensure that all relevant authorities and organisations are informed of this Agreement and the Project.

2. Both Parties shall have the right to disseminate information about the Project, including this Agreement, to the general public and other interested parties.

3. Any publication or other material produced in connection with the Project shall mention that the Project is being or has been implemented with the financial contribution of Finland and within the framework of the Finnish development co-operation.

**ARTICLE VIII**
**Monitoring and Reporting**

The implementation of the Project shall be reported in the manner specified in the Project documentation attached to this Agreement. The reports shall be prepared in accordance with the mutually agreed principles.

**ARTICLE IX**
**Auditing**

Viet Nam shall permit the representatives of Finland to carry out any inspection or audit in respect of the implementation of the Project. Such an inspection or audit may also be initiated by Viet Nam.

**ARTICLE X**
**Suspension**

1. Both Parties shall have the right, after consulting the other Party, to suspend in whole or in part the financing of the Project if:

(a) either Party considers that the other Party has failed to fulfil one of the essential elements referred to in Article II of this Agreement.

(b) the financing by the other Party is not forthcoming in accordance with this Agreement and the Project Document;

(c) any other obligation under this Agreement, the Agreement on General Terms and Procedures for Development Co-operation or the Project Document is not fulfilled;

(d) the management of the Project is deemed to be unsatisfactory;

(e) a condition has arisen which interferes or threatens to interfere with the implementation of the Project or the attainment of the objectives and purposes of the Project; or

(f) the suspension is warranted by a fundamental change in the circumstances under which the Project was started.

2. The suspension shall cease as soon as the event or events which gave rise to suspension have ceased to exist.

3. Finland reserves the right to claim reimbursement in full or in part of the Finnish contribution if it is found to be misused or not satisfactorily accounted for.

**ARTICLE XI**
**Commodities**

1. Commodities procured in or imported into Viet Nam under this Agreement for the purposes of the Project shall be at the exclusive disposal of the Project.

2. The commodities shall become the property of Viet Nam upon the completion of the Project, unless otherwise agreed by the Parties.

**ARTICLE XII**
**Liability**

The liability of the parties will be as they were defined in the Agreement on General Terms and Procedures of Development Co-operation between the Government of the Socialist Republic of Viet Nam and the Government of the Republic of Finland, signed on the 8th of April 1992.

**ARTICLE XIII**
**Special Provisions**

1. Other obligations of the Parties are specified in the Project Document.

2. The Parties shall have the right to carry out an evaluation during the implementation of and after the completion of the Project.

3. The implementation of the Project shall also be governed by the provisions of the Agreement on General Terms and Procedures for Development Co-operation, unless otherwise provided for in this Agreement.

**ARTICLE XIV**
**Entry Into Force, Termination, Amendments and Settlement of Disputes**

1. This Agreement shall enter into force on the date of its signature and remain valid until all the obligations under this Agreement have been duly fulfilled by the Parties, unless terminated earlier by either Party by giving a notice in writing to that effect three months prior to the termination.

2. Should either Party consider it desirable to amend any provision of this Agreement, it may request consultations with the other Party through its Competent Authority. Any amendment shall be agreed upon in writing between the Competent Authorities. The amendment shall form an integral part of the Agreement.

3. Any dispute arising from the implementation or interpretation of this Agreement shall be settled amicably by negotiations between the Competent Authorities.

4. In witness thereof, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.
Done in Ha Noi on 24 May 2013 in two originals in the English language.

| FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM | FOR THE GOVERNMENT OF THE REPUBLIC OF FINLAND |
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| **Ha Cong Tuan**<br>**Deputy Minister**<br>**Ministry of Agriculture and Rural Development** | **Kimmo Lähdevirta**<br>**Ambassador**<br>**Embassy of Finland** |

**ANNEX**
Project Document, April 2013