BỘ NGOẠI GIAO	CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM Độc lập - Tự do - Hạnh phúc
Số: 76/2014/TB-LPQT	*Hà Nội, ngày 26 tháng 11 năm 2014*

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:

Bản ghi nhớ giữa Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Chính phủ nước Cộng hòa Ấn Độ về việc thành lập Trung tâm đào tạo tiếng Anh và Công nghệ thông tin tại Trường Đại học Thông tin liên lạc Nha Trang, ký tại Niu Đê-li ngày 28 tháng 10 năm 2014, có hiệu lực kể từ ngày 28 tháng 10 năm 2014.

Bộ Ngoại giao trân trọng gửi bản sao Bản ghi nhớ theo quy định tại Điều 68 của Luật nêu trên (kèm bản dịch tiếng Việt để tham khảo)./.

TL. BỘ TRƯỞNG
KT. VỤ TRƯỞNG
VỤ LUẬT PHÁP VÀ ĐIỀU ƯỚC QUỐC TẾ
PHÓ VỤ TRƯỞNG

Nguyễn Văn Ngự

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM
AND
THE GOVERNMENT OF THE REPUBLIC OF INDIA
FOR ESTABLISHING
THE CENTRE FOR ENGLISH LANGUAGE AND INFORMATION TECHNOLOGY
TRAINING AT THE
TELECOMMUNICATIONS UNIVERSITY, MINISTRY OF DEFENSE, VIET NAM

The Government of the Socialist Republic of Viet Nam and the Government of the Republic of India (hereinafter referred to as the Parties);

Whereas the Republic of India is a summit-level partner country of ASEAN and fully supportive of the Initiative for ASEAN Integration (IAI), aimed at helping the new member countries of ASEAN in their economic development;

Whereas the new member countries of ASEAN, namely, Cambodia, Laos, Myanmar and Viet Nam (CLMV countries), are desirous of establishing Centres for English Language Training (CELTs) in their respective countries and for this purpose, are desirous of receiving technical assistance from the Republic of India;

Whereas the Republic of India is agreeable to assisting with non-refundable funding of the CLMV countries in establishing Centres for English Language Training in their respective countries and providing overall technical assistance for this purpose on a turnkey basis, duly financed by it;

Whereas the Government of Viet Nam is agreeable to provide all local inputs including operational and functional office, training space, basic furniture, etc. for establishing the CELTs.

In support of the Initiative for IAI and as part of India's technical assistance to Viet Nam;

Have reached the following understanding.

I. Scope

Within the scope of this Memorandum of Understanding (MoU) the Vietnam-India Centre for English Language and Information Technology Training at the Telecommunications University, Ministry of Defense, Viet Nam (VICELIT), shall be set up.

II. Objectives

1. The Centre for English Language and Information Technology Training at the Telecommunications University, Ministry of Defense, Viet Nam shall:

(a) Provide a permanent venue for teaching the English language and information technology training and the conduct of courses.

(b) Raise the general level of proficiency in the English Language and information technology skills of trainees at the Telecommunications University.

(c) Provide training in the use of the English language and information technology skills with special reference to official and military communications.

(d) Train and upgrade the skills of English language teachers from schools and training institutions of the Armed forces in recent trends in English language teaching.

(e) Prepare students for tests such as TOEFL required for tertiary education.

(f) Perform such other activities supportive of the objectives of this MoU.

2. The aforementioned activities will assist by equipping Vietnam's defense personnel with adequate English language communication and information technology skills and enable them in successfully interacting with their interlocutors.

III. Expectations

1. The VICELIT shall be located within the Telecommunications University,and will strive to develop into a centre of excellence for providing training in English language and information technology skills. The VICELIT shall also interact with other centers on English and information technology education in Viet Nam established with the assistance of the Government of the Republic of India.

2. The VICELIT, a State subsidized unit by the Government of the Republic of India shall be constituted and operate under the appropriate statues of Viet Nam. In due course, it shall operate as a self-sustaining institution with the provision of reinvesting all its financial surpluses into furthering its objectives. However, until such time as the VICELIT can support itself financially, the Government of Viet Nam will underwrite VICELIT operational costs as appropriate.

3. The VICELIT shall be governed by a department (Department of Education and Training Affairs) of Telecommunications University.

IV. Responsibilities of the Parties

1. The Government of Viet Nam shall provide functional operational premises comprising office, training space, utilities, basic furniture and other fixtures required for running the centre. The Government of Viet Nam shall also provide the financial support for payment of salaries of the faculty and training equipment and to meet other operation costs, etc. of the VICELIT, as per details in Annexure 1.

2. The Government of the Republic of India shall provide services of two experts for the period of six months to set up and operate the Centre; provide full time services for two instructors of Military College of Telecommunications Engineering (MCTE), Directorate General of Signals, India Army (including an English instructor and an information

technology instructor) under Indian Technical and Economic Cooperation (ITEC) program to take part in teaching, editing textbooks, building syllabus and supporting to utilize technical equipment in the English language and information technology classrooms of capacity of 25 students each of VICELIT for the period of three years, as per details in Annexure 2.

V. Implementing Agencies

The Government of Viet Nam shall be represented by the Telecommunications University,Ministry of Defense in establishing the VICELIT. The Republic of India shall utilize the services of an Institute/ agency to be decided by the Ministry of External Affairs for implementation of the project.

VI. Force Majeure

Neither party shall be held responsible for non-fulfillment of their respective obligations under this MOU due to the exigency of the force majeure events such as to acts of God, War, Flood, Earthquakes, Strike, Lockouts, Epidemics, Riots and Civil commotions etc. provided that on the occurrence and/or cessation of such events the party affected thereby, shall give notice in writing to the other party within one month of such occurrence and/or cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

VII. Confidentiality and Non-Disclosure

Neither Party shall, at any time, disclose to any third party, any confidential information on hardware/software material, product specifications, financial information, documents, training material, etc., which is acquired pursuant to this MOU without the prior written consent of the other party under this MOU.

VIII. Amendments

This MOU may be amended at any time in writing as agreed by mutual written consent of the Parties. The amendments shall become effective from the date on which they are made unless otherwise agreed to by the Parties.

IX. Settlement of Disputes

In case of any dispute or difference in the interpretation or application of this MoU the same shall be settled amicably through mutual consultations or negotiations between the Parties.

X. Entry Into Force

This Memorandum of Understanding shall be valid for two years, and shall come into effect upon its signature. This MoU may be extended by the mutual written consent of the Parties.

In witness whereof, the undersigned representatives of the Parties being duly authorized to do so, have signed this Memorandum of Understanding.

Done at New Delhi on 28th October, 2014 in two originals in the English language.

FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM

PHẠM QUANG VINH
Deputy Minister
of Foreign Affairs

FOR THE GOVERNMENT OF THE REPUBLIC OF INDIA

ANIL WADHWA
Secretary (East),
Ministry of External Affairs

INSTITUTIONAL ROLES

Annexure 1: The Government of the Socialist Republic of Viet Nam shall be responsible for the following

i) Provide permanent functional and operational premises at an appropriate location, which include office, training and library space, and furniture and other fixtures as appropriate to house and operate the VICELIT campus.

ii) Facilitate the gratis issue of multiple entry long-term visas for the visiting instructors and their families.

iii) Meet the costs of all furniture, and fittings and the repair, replacement and maintenance of same; and salaries of Vietnamese Director, faculty and staff and other financial benefits.

iv) Offer assistance directly or through the VICELIT to visiting experts to facilitate their smooth functioning in the discharge of their duties.

v) Provide exemption from customs import duties and any other taxes payable for the equipment for the VICELIT, whenever required.

vi) In the event that the VICELIT has to use temporary premises before the permanent premises are ready for occupancy, all removal costs from the temporary to the permanent premises shall be borne.

Annexure 2: The Government of India shall be responsible for the following

The Government of India shall be responsible for the following:

i) Expenditure on the purchase of the equipment and supplies for two classrooms of capacity of 25 students each for English and IT at VICELIT.

ii) At its own cost, station two experts for the period of six months to set up and operate the centre. Indian government shall also provide full time services for two Indian experts under ITEC program for the period of three years to teach English and information technology in accordance to the syllabus of Telecommunications University, edit textbooks, build syllabus and support Director and teachers of VICELIT in matters of in-house human resources development (HRD), activity on planning and scheduling, monitoring and guidance for program implementation and other professional inputs required for smooth functioning of the centre. The deputation of Indian experts can be extended for further period with mutual agreement.

iii) 1,000 USD lumpsum per month towards running expenses for communication, transport, utility bills, translation and honorariums for a period of three years.

iv) Provide advisory services to the Government of Viet Nam and /or VICELIT Hanoi on matters related to mobilization of funds for capacity building activities of the VICELIT from agencies and international donors.

v) Meet the cost of licensing proprietary training models/materials developed by the the Institute/ agency to be decided by MEA for use by the VICELIT. The Institute/ agency to be decided by MEA will authorize the VICELIT to use the Licensed Proprietary training models/materials when the sponsorship ends for the purpose of maintaining the project in Nha Trang.

VĂN PHÒNG CHÍNH PHỦ XUẤT BẢN

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