BỘ NGOẠI GIAO

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

Số: 81/2011/TB-LPQT

Hà Nội, ngày 31 tháng 12 năm 2011

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:

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 giá trị mười tỷ Yên (10.000.000.000 Yên) dành cho Chính phủ Việt Nam thực hiện Chương trình hỗ trợ ứng phó với biến đổi khí hậu, ký tại Hà Nội ngày 31 tháng 10 năm 2011, có hiệu lực kể từ ngày 31 tháng 10 năm 2011.

Bộ Ngoại giao trân trọng gửi Bản sao Công hàm trao đổi nêu trên./.

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

Lê Thị Tuyết Mai

Tokyo, October 31, 2011

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 ten billion yen (¥10,000,000,000) (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 (II) by the Government of Japan (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;

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

(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 purchases of products and/or services mentioned in sub-paragraph (1) of paragraph 3.

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.

Yasuaki Tanizaki
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Socialist Republic
of Viet Nam

MINISTRY OF PLANNING AND INVESTMENT
OF SOCIALIST REPUBLIC OF VIET NAM

Tokyo, October 31, 2011

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 ten billion yen (¥10,000,000,000) (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 (II) by the Government of Japan (hereinafter referred to as "the Policy Document").

His Excellency
Mr. Yasuaki Tanizaki
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 purchases of products and/or services mentioned in sub-paragraph (1) of paragraph 3.

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 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