LOAN NUMBER 3499-VIE(SF)

LOAN AGREEMENT
(Special Operations)

(Support to Border Areas Development Project)

between

SOCIALIST REPUBLIC OF VIET NAM

and

ASIAN DEVELOPMENT BANK

DATED 4 May 2017

LOAN AGREEMENT
(Special Operations)

LOAN AGREEMENT dated 4 May 2017 between SOCIALIST REPUBLIC OF VIET NAM ("Borrower") and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

(A) the Borrower has applied to ADB for a loan for the purposes of the Project described in Schedule 1 to this Loan Agreement;

(B) the Project will be carried out by the following Provincial Peoples' Committees (PPCs): Binh Phuoc Provincial People's Committee, Dak Lak Provincial People's Committee, Dak Nong Provincial People's Committee, Gia Lai Provincial People's Committee and Kon Tum Provincial People's Committee, and for this purpose the Borrower will make available to the PPCs the proceeds of the loan provided for herein upon terms and conditions satisfactory to ADB;

(C) ADB and the Borrower have agreed to implement the designation of all loans from ADB's Special Funds resources as concessional loans from ADB's ordinary capital resources loans with effect from 1 January 2017, which is implemented through the amendment of applicable legal agreements as set forth in an amendment letter dated 3 October 2016, including this Loan Agreement. Accordingly, this Loan Agreement shall be read together with the amendment letter; and

(D) ADB has agreed to make a loan to the Borrower from ADB's Special Funds resources upon the terms and conditions set forth herein and in the Project Agreement dated 4 May 2017;

NOW THEREFORE the parties agree as follows:

ARTICLE I

Loan Regulations; Definitions

Section 1.01. All the provisions of the Special Operations Loan Regulations of ADB, dated 1 January 2006 ("Loan Regulations"), are hereby made applicable to this Loan Agreement with the same force and effect as if they were fully set forth herein.

Section 1.02. Wherever used in this Loan Agreement, the several terms defined in the Loan Regulations have the respective meanings therein set forth unless modified herein or the context otherwise requires. Additional terms used in this Loan Agreement have the following meanings:

(a) "Consulting Guidelines" means the Guidelines on the Use of Consultants by Asian Development Bank and its Borrowers (2013, as amended from time to time);

(b) "Consulting Services" means the services to be financed out of the proceeds of the Loan as described in paragraph 3 of Schedule 1 to this Loan Agreement;

(c) "Dong" means the currency of the Borrower;

(d) "Environmental Management Plan" or "EMP" means the environmental management plan prepared and submitted by each EA for its respective Subproject under the Project, including any update thereto, incorporated in the respective IEE;

(e) "Environmental Safeguards" means the principles and requirements set forth in Chapter V, Appendix 1, and Appendix 4 (as applicable) of the SPS;

(f) "Ethnic Minorities Safeguards" means the principles and requirements set forth in Chapter V, Appendix 3, and Appendix 4 (as applicable) of the SPS;

(g) "Initial Environmental Examination" or "IEE" means the initial environmental examination prepared and submitted by each EA for relevant Subproject (if required) under the Project, including any update thereto, and cleared by ADB;

(h) "Involuntary Resettlement Safeguards" means the principles and requirements set forth in Chapter V, Appendix 2, and Appendix 4 (as applicable) of the SPS;

(i) "GAP" means the gender action plan prepared for the Project, including any update thereto, and agreed to between each PPC and ADB;

(j) "Goods" means equipment and materials to be financed out of the proceeds of the Loan, including related services such as transportation, insurance, installation, commissioning, training, and initial maintenance, but excluding Consulting Services;

(k) "Loan Disbursement Handbook" means ADB's Loan Disbursement Handbook (2015, as amended from time to time);

(l) "PAM" means the project administration manual for the Project dated 14 October 2016 and agreed between the Borrower, EAs and ADB, as updated from time to time in accordance with the respective administrative procedures of the Borrower and ADB;

(m) "Procurement Guidelines" means ADB's Procurement Guidelines (2015, as amended from time to time);

(n) "Procurement Plan" means the procurement plan for the Project dated 14 October 2016 and agreed between the Borrower, EAs and ADB, as updated from time to time in accordance with the Procurement Guidelines, the Consulting Guidelines, and other arrangements agreed with ADB;

(o) "Project Executing Agency" or "EA" for the purposes of, and within the meaning of, the Loan Regulations means each of the Binh Phuoc Provincial People's

Committee, Dak Lak Provincial People's Committee, Dak Nong Provincial People's Committee, Gia Lai Provincial People's Committee, and Kon Tum Provincial People's Committee, or any successor thereto acceptable to ADB, which are responsible for the carrying out their respective Subprojects under the Project;

(p) "Resettlement and Ethnic Minorities Development Plan" or "REMDP" means the resettlement and ethnic minorities development plan, including any update thereto, prepared and submitted by each EA for relevant Subprojects (if required) under the Project and cleared by ADB;

(q) "Safeguards Monitoring Report" means each report prepared and submitted by the relevant EA to ADB that describes progress with implementation of and compliance with the corresponding EMP and the REMDP (as applicable), including any corrective and preventative actions;

(r) "Subproject" means a part or component under the Project that is carried out by the corresponding EA and described in greater detail in the PAM;

(s) "SPS" means ADB's Safeguard Policy Statement (2009);

(t) "VDTA" means Viet Nam development triangle area, which includes the provinces of Binh Phuoc, Dak Lak, Dak Nong, Gia Lai and Kon Tum; and

(u) "Works" means construction or civil works to be financed out of the proceeds of the Loan, including services such as drilling or mapping, and project related services that are provided as part of a single responsibility or turnkey contract, but excluding Consulting Services.

ARTICLE II

The Loan

Section 2.01. ADB agrees to lend to the Borrower from ADB's Special Funds resources an amount in various currencies equivalent to seventy-six million eight hundred forty thousand Special Drawing Rights (SDR76,840,000).

Section 2.02. (a) The Borrower shall pay to ADB an interest charge at the rate of 2% per annum during the grace period and thereafter, on the amount of the Loan withdrawn from the Loan Account and outstanding from time to time.

(b) The term "grace period" as used in subsection (a) hereinabove means the period prior to the first Principal Payment Date in accordance with the amortization schedule set forth in Schedule 2 to this Loan Agreement.

Section 2.03. The interest charge and any other charge on the Loan shall be payable semiannually on 15 April and 15 October in each year.

Section 2.04. The Borrower shall repay the principal amount of the Loan withdrawn from the Loan Account in accordance with the amortization schedule set forth in Schedule 2 to this Loan Agreement.

Section 2.05. The currency of repayment of the principal amount of the Loan and the currency of payment of the interest charge for the purposes of Sections 4.03(a) and 4.04 of the Loan Regulations shall be the Dollar.

ARTICLE III

Use of Proceeds of the Loan

Section 3.01. (a) The Borrower shall provide the proceeds of the Loan through (i) budgetary grant transfers and (ii) relending to the EAs under Subsidiary Loan Agreements upon terms and conditions satisfactory to ADB as follows:

(i) up to SDR14,673,000 equivalent, of which no more than 30% as relending, to Binh Phuoc Provincial People's Committee;

(ii) up to SDR15,872,000 equivalent, of which no more than 30% as relending, to Dak Lak Provincial People's Committee;

(iii) up to SDR15,872,000 equivalent, of which no more than 20% as relending, to Dak Nong Provincial People's Committee;

(iv) up to SDR14,429,000 equivalent, of which no more than 30% as relending, to Gia Lai Provincial People's Committee; and

(v) up to SDR15,994,000 equivalent, of which no more than 20% as relending, to Kon Tum Provincial People's Committee.

(b) The Borrower shall cause the proceeds of the Loan to be applied to the financing of expenditures on the Project in accordance with the provisions of this Loan Agreement and the Project Agreement.

Section 3.02. The proceeds of the Loan shall be allocated and withdrawn in accordance with the provisions of Schedule 3 to this Loan Agreement, as such Schedule may be amended from time to time by agreement between the Borrower and ADB.

Section 3.03. Except as ADB may otherwise agree, the Borrower shall procure, or cause to be procured, the items of expenditure to be financed out of the proceeds of the Loan in accordance with the provisions of Schedule 4 to this Loan Agreement.

Section 3.04. Except as ADB may otherwise agree, the Borrower shall cause all items of expenditure financed out of the proceeds of the Loan to be used exclusively in the carrying out of the Project.

Section 3.05. Withdrawals from the Loan Account in respect of Goods, Works and Consulting Services shall be made only on account of expenditures relating to:

(a) Goods which are produced in and supplied from and Works and Consulting Services which are supplied from such member countries of ADB as shall have been specified by ADB from time to time as eligible sources for procurement; and

(b) Goods, Works and Consulting Services which meet such other eligibility requirements as shall have been specified by ADB from time to time.

Section 3.06. The Loan Closing Date for the purposes of Section 8.02 of the Loan Regulations shall be 30 June 2023 or such other date as may from time to time be agreed between the Borrower and ADB.

ARTICLE IV

Particular Covenants

Section 4.01. In the carrying out the Project and operation of the Project facilities, the Borrower shall perform, or cause to be performed, all obligations set forth in Schedule 5 to this Loan Agreement and the Project Agreement.

Section 4.02. The Borrower shall enable ADB's representatives to inspect the Project, the Goods and Works, and any relevant records and documents.

Section 4.03. (a) The Borrower shall (i) maintain separate accounts and records for the Project; (ii) prepare annual financial statements for the Project in accordance with financial reporting standards acceptable to ADB; (iii) have such financial statements audited annually by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with auditing standards acceptable to ADB; (iv) as part of each such audit, have the auditors prepare a report, which includes the auditors' opinion(s) on the financial statements and the use of the Loan proceeds, and a management letter (which sets out the deficiencies in the internal control of the Project that were identified in the course of the audit, if any); and (v) furnish to ADB, no later than 6 months after the end of each related fiscal year, copies of such audited financial statements, audit report and management letter, all in the English language, and such other information concerning these documents and the audit thereof as ADB shall from time to time reasonably request.

(b) ADB shall disclose the annual audited financial statements for the Project and the opinion of the auditors on the financial statements within 14 days of the date of ADB's confirmation of their acceptability by posting them on ADB's website.

(c) The Borrower shall enable ADB, upon ADB's request, to discuss the financial statements for the Project and the Borrower's financial affairs where they relate to

the Project with the auditors appointed pursuant to subsection (a)(iii) hereinabove, and shall authorize and require any representative of such auditors to participate in any such discussions requested by ADB. This is provided that such discussions shall be conducted only in the presence of an authorized officer of the Borrower, unless the Borrower shall otherwise agree.

Section 4.04. The Borrower shall take all actions which shall be necessary on its part to enable the EAs to perform its obligations under the Project Agreement, and shall not take or permit any action which would interfere with the performance of such obligations.

Section 4.05. (a) The Borrower shall exercise its rights under the Subsidiary Loan Agreement in such a manner as to protect the interests of the Borrower and ADB and to accomplish the purposes of the Loan.

(b) No rights or obligations under the Subsidiary Loan Agreement shall be assigned, amended, or waived without the prior concurrence of ADB.

ARTICLE V

Suspension; Acceleration of Maturity

Section 5.01. The following is specified as an additional event for suspension of the right of the Borrower to make withdrawals from the Loan Account for the purposes of Section 8.01(m) of the Loan Regulations: any PPC shall have failed to perform any of its obligations under the Project Agreement.

Section 5.02. The following is specified as an additional event for acceleration of maturity for the purposes of Section 8.07(d) of the Loan Regulations: the event specified in Section 5.01 of this Loan Agreement shall have occurred.

ARTICLE VI

Effectiveness

Section 6.01. A date 90 days after the date of this Loan Agreement is specified for the effectiveness of the Loan Agreement for the purposes of Section 9.04 of the Loan Regulations.

ARTICLE VII

Delegation of Authority

Section 7.01. The Borrower hereby designates each EA, with respect to its relevant Subproject, as its agent for the purposes of taking any action or entering into any agreement required or permitted under Sections 3.02 and 3.03 of this Loan Agreement and under Sections 5.01, 5.02 and 5.03 of the Loan Regulations.

Section 7.02. Any action taken by EA or any agreement entered into by such EA pursuant to the authority conferred under Section 7.01 of this Loan Agreement shall be fully binding on the Borrower and shall have the same force and effect as if taken by the Borrower.

Section 7.03. The authority conferred on any EA under Section 7.01 of this Loan Agreement may be revoked or modified by agreement between the Borrower and ADB.

ARTICLE VIII

Miscellaneous

Section 8.01. The Governor of the State Bank of Vietnam of the Borrower is designated as representative of the Borrower for the purposes of Section 11.02 of the Loan Regulations.

Section 8.02. The following addresses are specified for the purposes of Section 11.01 of the Loan Regulations:

For the Borrower

State Bank of Vietnam
47-49 Ly Thai To
Ha Noi, Viet Nam

Facsimile Numbers:

(84-4) 38250-612
(84-4) 38258-385

For ADB

Asian Development Bank
6 ADB Avenue
Mandaluyong City
1550 Metro Manila
Philippines

Facsimile Numbers:

(632) 636-2444
(632) 636-2331.

IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Loan Agreement to be signed in their respective names as of the day and year first above written and to be delivered at the principal office of ADB.

SOCIALIST REPUBLIC OF VIET NAM

By _____
LE MINH HUNG
Governor
State Bank of Vietnam

ASIAN DEVELOPMENT BANK

By _____
ERIC SIDGWICK
Country Director
Viet Nam Resident Mission

SCHEDULE 1

Description of the Project

1. The objective of the Project is to enable potential of VDTA provinces by increasing movement of goods, vehicles and people among the five VDTA provinces, as an engine and gateway for access to wider regional and international markets.

2. The Project shall comprise the following outputs (as further detailed in the PAM):

Output 1: Road infrastructure in five VDTA provinces rehabilitated.

Output 2: VDTA plans and facilities for transport and trade facilitation (TTF) with a focus on inclusive growth developed.

Output 3: Institutional capacity for VDTA investment planning, project design and implementation, and resource management strengthened.

3. The Project includes provision of Consulting Services, as fully described in the PAM.

4. The Project is expected to be completed by 31 December 2022.

SCHEDULE 2

Amortization Schedule

(Support to Border Areas Development Project)

Payment Due Date	Payment of Principal (expressed in Special Drawing Rights)*
15 April 2022	1,921,000
15 October 2022	1,921,000
15 April 2023	1,921,000
15 October 2023	1,921,000
15 April 2024	1,921,000
15 October 2024	1,921,000
15 April 2025	1,921,000
15 October 2025	1,921,000
15 April 2026	1,921,000
15 October 2026	1,921,000
15 April 2027	1,921,000
15 October 2027	1,921,000
15 April 2028	1,921,000
15 October 2028	1,921,000
15 April 2029	1,921,000
15 October 2029	1,921,000
15 April 2030	1,921,000
15 October 2030	1,921,000
15 April 2031	1,921,000
15 October 2031	1,921,000
15 April 2032	1,921,000
15 October 2032	1,921,000
15 April 2033	1,921,000
15 October 2033	1,921,000
15 April 2034	1,921,000
15 October 2034	1,921,000
15 April 2035	1,921,000
15 October 2035	1,921,000
15 April 2036	1,921,000
15 October 2036	1,921,000
15 April 2037	1,921,000
15 October 2037	1,921,000
15 April 2038	1,921,000
15 October 2038	1,921,000
15 April 2039	1,921,000
15 October 2039	1,921,000
15 April 2040	1,921,000
15 October 2040	1,921,000
15 April 2041	1,921,000
15 October 2041	1,921,000
Total	**76,840,000**

*The arrangements for payment are subject to the provisions of Sections 3.04 and 4.03 of the Loan Regulations.

SCHEDULE 3

Allocation and Withdrawal of Loan Proceeds

General

1. The table attached to this Schedule sets forth the Categories of items of expenditure to be financed out of the proceeds of the Loan and the allocation of the Loan proceeds to each such Category ("Table"). (Reference to "Category" in this Schedule is to a Category or Subcategory of the Table.)

Basis for Withdrawal from the Loan Account

2. Except as ADB may otherwise agree, the proceeds of the Loan shall be disbursed on the basis of the withdrawal percentage for each item of expenditure set forth in the Table.

Interest Charge

3. The amount allocated to Category 2 is for financing the interest charge on the Loan during the implementation period of the Project.

Reallocation

4. Notwithstanding the allocation of Loan proceeds and the withdrawal percentages set forth in the Table,

(a) if the amount of the Loan allocated to any Category appears to be insufficient to finance all agreed expenditures in that Category, ADB may, by notice to the Borrower, (i) reallocate to such Category, to the extent required to meet the estimated shortfall, amounts of the Loan which have been allocated to another Category but, in the opinion of ADB, are not needed to meet other expenditures, and (ii) if such reallocation cannot fully meet the estimated shortfall, reduce the withdrawal percentage applicable to such expenditures in order that further withdrawals under such Category may continue until all expenditures thereunder shall have been made; and

(b) if the amount of the Loan allocated to any Category appears to exceed all agreed expenditures in that Category, ADB may, by notice to the Borrower, reallocate such excess amount to any other Category.

Disbursement Procedure

5. Except as ADB may otherwise agree, the Loan proceeds shall be disbursed in accordance with the Loan Disbursement Handbook.

Attachment to Schedule 3

TABLE

ALLOCATION AND WITHDRAWAL OF LOAN PROCEEDS (Support to Border Areas Development Project)			
Number	**Item**	**Total Amount Allocated for ADB Financing (SDR) Category**	**Basis for Withdrawal from the Loan Account**
1	Project Costs (Works, Consulting Services for construction supervision, External Audit, Unallocated Amount)	75,041,000	100% of total expenditure claimed
2	Interest Charge	1,799,000	100% of amounts due
	Total	**76,840,000**	

SCHEDULE 4

Procurement of Goods, Works and Consulting Services

General

1. The procurement of Goods, Works and Consulting Services shall be subject to and governed by the ADB's Procurement Guidelines, and the Consulting Guidelines, respectively.

2. Except as ADB may otherwise agree, Goods and Works shall be procured and Consulting Services shall be selected and engaged only on the basis of the procurement methods and the selection methods set forth below. These methods are subject to, among other things, the detailed arrangements and threshold values set forth in the Procurement Plan. The Borrower may only modify the procurement methods and the selection methods or threshold values with the prior agreement of ADB, and modifications must be set out in updates to the Procurement Plan.

3. All terms used in this Schedule and not otherwise defined in this Loan Agreement have the meanings provided in the Procurement Guidelines and/or the Consulting Guidelines, as applicable.

Goods and Works

4. Goods and Works shall be procured on the basis of the procurement methods set forth below:

(a) National Competitive Bidding; and

(b) Shopping.

National Competitive Bidding

5. The Borrower and ADB shall ensure that, prior to the commencement of any procurement activity under national competitive bidding, the Borrower's national competitive bidding procedures are consistent with the Procurement Guidelines. Any modifications or clarifications to such procedures agreed between the Borrower and ADB shall be set out in the Procurement Plan. Any subsequent change to the agreed modifications and clarifications shall become effective only after approval of such change by the Borrower and ADB.

Conditions for Award of Contract

6. The Borrower shall not, and shall ensure that each EA does not, award any Works contract which involves environmental impacts until:

(a) ADB has granted the final approval of the updated EMP, which is prepared based on the relevant Subproject's detailed design; and

(b) the EA has incorporated the relevant provisions from the updated EMP into the relevant Works contract.

7. The Borrower shall not, and shall ensure that each EA does not, award any Works contract which involves land acquisition and/or involuntary resettlement impacts, and/or impacts on ethnic minorities, until the relevant EA has prepared and submitted to ADB the final REMDP based on the relevant Subproject's detailed design, and obtained ADB's clearance of such REMDP.

Consulting Services

8. Except as set forth in the paragraph below, the Borrower shall ensure that each EA applies Quality- and Cost-Based Selection for Consulting Services.

9. The Borrower shall ensure that EAs apply the following selection method for the specified Consulting Services, in accordance with, among other things, the procedures set forth in the Procurement Plan: Least-Cost Selection for external audit.

10. The Borrower shall ensure that EAs recruit the individual consultants for procurement/startup supervision in accordance with procedures acceptable to ADB for recruiting individual consultants.

Industrial or Intellectual Property Rights

11. (a) The Borrower shall ensure that all Goods and Works procured (including without limitation all computer hardware, software and systems, whether separately procured or incorporated within other goods and services procured) do not violate or infringe any industrial property or intellectual property right or claim of any third party.

(b) The Borrower shall ensure that all contracts for the procurement of Goods and Works contain appropriate representations, warranties and, if appropriate, indemnities from the contractor or supplier with respect to the matters referred to in subparagraph (a) of this paragraph.

12. The Borrower shall ensure that all ADB-financed contracts with consultants contain appropriate representations, warranties and, if appropriate, indemnities from the consultants to ensure that the Consulting Services provided do not violate or infringe any industrial property or intellectual property right or claim of any third party.

ADB's Review of Procurement Decisions

13. Contracts procured under international competitive bidding procedures and contracts for Consulting Services shall be subject to prior review by ADB, unless otherwise agreed between the Borrower and ADB and set forth in the Procurement Plan.

SCHEDULE 5

Execution of Project; Financial Matters

Implementation Arrangements

1. The Borrower and the EAs shall ensure that the Project is implemented in accordance with the detailed arrangements set forth in the PAM. Any subsequent change to the PAM shall become effective only after approval of such change by ADB and EAs, as endorsed by the Borrower (if required). In the event of any discrepancy between the PAM and this Loan Agreement, the provisions of this Loan Agreement shall prevail.

Environment

2. The Borrower shall ensure or cause the EAs to ensure that the preparation, design, construction, implementation, operation and decommissioning of the Project and all Project facilities comply with (a) all applicable laws and regulations of the Borrower relating to environment, health and safety; (b) the Environmental Safeguards; and (c) all measures and requirements set forth in the IEE, the EMP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.

3. The Borrower shall ensure or cause the relevant EA to ensure: (a) that the upgrading of the portion of NH 29 within Buon Don Protection Forest will follow the existing right-of-way and not encroach the land of the forest; (b) to have a plan for controlling illegal encroachment and that no biodiversity net loss due to increase of immigration and increase access to Buon Don Protection Forest and York Don National Park occurs; and (c) the designation of a band, as specified in the EMP, of natural protection forest along the Road 675A to protect the nearby hydropower dams and water supplies that support nearby agricultural activities and communities from landslide, erosion and siltation.

4. The Borrower shall ensure or cause the EA to ensure that their respective Subprojects are carried out in accordance with environmental assessment procedures provided in the IEE as agreed between the EAs and ADB.

Land Acquisition and Involuntary Resettlement

5. The Borrower shall ensure or cause the EA to ensure that all land and all rights-of-way required for the Project are made available to the Works contractor in accordance with the schedule agreed under the related Works contract and all land acquisition and resettlement activities are implemented in compliance with (a) all applicable laws and regulations of the Borrower relating to land acquisition and involuntary resettlement; (b) the Involuntary Resettlement Safeguards; and (c) all measures and requirements set forth in the REMDP, and any corrective or preventative actions set forth in the Safeguards Monitoring Report.

6. Without limiting the application of the Involuntary Resettlement Safeguards or the REMDP, the Borrower shall ensure or cause the EAs to ensure that no physical or economic displacement takes place in connection with the Project until:

(a) compensation and other entitlements have been provided to affected people in accordance with the REMDP; and

(b) a comprehensive income and livelihood restoration program has been established in accordance with the REMDP.

Ethnic Minorities

7. The Borrower shall ensure or cause the EAs to ensure that the preparation, design, construction, implementation and operation of the Project and all Project facilities comply with (a) all applicable laws and regulations of the Borrower relating to ethnic minorities; (b) the Ethnic Minorities Safeguards; and (c) all measures and requirements set forth in the REMDP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.

Human and Financial Resources to Implement Safeguards Requirements

8. The Borrower shall make available or cause the EAs to make available necessary budgetary and human resources to fully implement the EMP and the REMDP.

Safeguards – Related Provisions in Bidding Documents and Works Contracts

9. The Borrower shall ensure or cause the EAs to ensure that all bidding documents and contracts for Works contain provisions that require contractors to:

(a) comply with the measures relevant to the contractor set forth in the IEE, the EMP, and the REMDP (to the extent they concern impacts on affected people during construction), and any corrective or preventative actions set forth in a Safeguards Monitoring Report;

(b) make available a budget for all such environmental and social measures;

(c) provide the Borrower with a written notice of any unanticipated environmental, land acquisition/resettlement or ethnic minorities risks or impacts that arise during construction, implementation or operation of the Project that were not considered in the IEE, the EMP, and the REMDP;

(d) adequately record the condition of roads, agricultural land and other infrastructure prior to starting to transport materials and construction; and

(e) reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition upon the completion of construction.

Safeguards Monitoring and Reporting

10. The Borrower shall do the following or cause the EAs to do the following:

(a) submit semi-annual Safeguards Monitoring Reports to ADB and disclose relevant information from such reports to affected persons promptly upon submission;

(b) if any unanticipated environmental and/or social risks and impacts arise during construction, implementation or operation of the Project that were not considered in the IEE, the EMP, and the REMDP, promptly inform ADB of the occurrence of such risks or impacts, with detailed description of the event and proposed corrective action plan; and

(c) report any actual or potential breach of compliance with the measures and requirements set forth in the EMP, and the REMDP promptly after becoming aware of the breach.

Prohibited List of Investments

11. The Borrower shall ensure that no proceeds of the Loan are used to finance any activity included in the list of prohibited investment activities provided in Appendix 5 of the SPS.

Labor Standards, Health and Safety

12. The Borrower shall ensure that the core labor standards and the Borrower's applicable laws and regulations are complied with during Project implementation. The Borrower shall cause the EAs to include specific provisions in the bidding documents and contracts financed by ADB under the Project requiring that the contractors, among other things: (a) comply with the Borrower's applicable labor law and regulations and incorporate applicable workplace occupational safety norms and local ethnic cultural considerations in workmanship and construction methods; (b) do not use child labor; (c) do not discriminate workers in respect of employment and occupation, and on ethnic grounds; (d) do not use forced labor; and (e) disseminate, or engage appropriate service providers to disseminate, information on the risks of sexually transmitted diseases, including HIV/AIDS, to the employees of contractors engaged under the Project and to members of the local communities surrounding the Project area, particularly women.

13. The Borrower shall cause EAs to strictly monitor compliance with the requirements set forth in paragraph 12 above and provide ADB with regular reports.

Gender and Development

14. The Borrower shall cause the EAs to ensure that (a) the GAP is implemented in accordance with its terms; (b) the bidding documents and contracts include relevant provisions for contractors to comply with the measures set forth in the GAP; (c) adequate resources are allocated for implementation of the GAP; (d) progress on implementation of the GAP, including progress toward achieving key gender outcome and output targets, are regularly monitored and reported to ADB; and (e) key gender output targets to be achieved include, but not limited to: (i) 30% of community road operation and maintenance employment opportunities are dedicated to women who have to be guided to perform effectively; (ii) 50% of all ethnic minority participants in tourism-related training are women; and (iii) 35% of community supervision board members are women.

Counterpart Support

15. The Borrower, through EAs, shall make available, promptly as and when needed, the funds, facilities, services, land, and other resources as shall be necessary or required, in addition to the proceeds of the Loan, for the carrying out of the Project and for the operation and maintenance of the Project facilities. The Borrower shall furnish to ADB, promptly at its request, evidence satisfactory to ADB that such funds, facilities, services, land and other resources are available for purposes related to the Project. In addition to the foregoing, the Borrower shall ensure that the EAs have followed applicable procedures to budget for, and have obtained sufficient funds to satisfy their liabilities arising from any Works, Goods and/or Consulting Services contract.

Governance and Corruption

16. The Borrower, the EAs, and the implementing agencies shall (a) comply with ADB's Anticorruption Policy (1998, as amended to date) and acknowledge that ADB reserves the right to investigate directly, or through its agents, any alleged corrupt, fraudulent, collusive or coercive practice relating to the Project; and (b) cooperate with any such investigation and extend all necessary assistance for satisfactory completion of such investigation.

17. The Borrower, the EAs, and the implementing agencies shall ensure that the anticorruption provisions acceptable to ADB are included in all bidding documents and contracts, including provisions specifying the right of ADB to audit and examine the records and accounts of the executing and implementing agencies and all contractors, suppliers, consultants, and other service providers as they relate to the Project.

18. The Borrower shall disclose, through the websites of the EAs, information about various matters concerning the Project, including general project information, procurement, Project progress, and contact details in the English and Vietnamese languages. The website will also provide a link to ADB's Office of Anticorruption and Integrity (http://www.adb.org/site/integrity/main) for reporting to ADB any grievances or allegations of corrupt practices arising out of the Project and Project activities. With regard to procurement, the website will include information on the list of participating bidders, name of the winning bidder, basic details on bidding procedures adopted, amount of contract awarded, and the list of Goods, Works and Consulting Services procured.