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:

1. A loan in Japanese yen up to the amount of sixty-one billion six hundred and fifty million yen (¥61,650,000,000) (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 implementing the projects enumerated in Column 1 of the Annex attached hereto (hereinafter referred to as "the Annex") according to the allocation for each project as specified in Column 2 of the Annex.

2. (1) The Loan will be made available by loan agreements 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 agreements, within the scope of the present understanding, which will contain, inter alia, the rate of interest, the repayment period and the disbursement period enumerated respectively in Columns 3, 4 and 5 of the Annex.

(2) Each of the loan agreements mentioned in sub-paragraph (1) above will be concluded after JICA is satisfied of the feasibility, including environmental consideration, of the projects enumerated in Column 1 of the Annex to which such loan agreements relate.

(3) The respective disbursement periods enumerated in Column 5 of the Annex may be extended with the consent of the authorities concerned of the two Governments.

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

3. (1) The Loan will be made available to cover payments to be made by the Vietnamese executing agencies to suppliers, contractors and/or consultants of eligible source countries under such contracts as may be entered into between them for purchases of products and/or services required for the implementation of the projects enumerated in Column 1 of the Annex, provided that such purchases are made in such eligible source countries for products produced in and/or services supplied from those countries.

(2) The scope of eligible source countries mentioned in sub-paragraph (1) above shall be agreed upon between the authorities concerned of the two Governments.

(3) A part of the Loan may be used to cover eligible local currency requirements for the implementation of the projects enumerated in Column 1 of the Annex.

4. 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.

5. 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.

6. Japanese nationals whose services may be required in the Socialist Republic of Viet Nam in connection with the supply of the products and/or services mentioned in sub-paragraph (1) of paragraph 3. shall be accorded such facilities as may be necessary for their entry into the Socialist Republic of Viet Nam and stay therein for the performance of their work.

7. The Government of the Socialist Republic of Viet Nam shall exempt:

(a) 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; and

(b) Japanese companies operating as suppliers, contractors and/or consultants from all duties and related fiscal charges imposed in the Socialist Republic of Viet Nam with respect to the import and re-export of their own materials and equipment needed for the implementation of the projects enumerated in Column 1 of the Annex.

8. The Government of the Socialist Republic of Viet Nam shall take necessary measures to:

(a) ensure that the Loan be used properly and exclusively for the projects enumerated in Column 1 of the Annex;

(b) ensure and maintain the safety of persons engaged in the implementation of the projects enumerated in Column 1 of the Annex and of the general public of the Socialist Republic of Viet Nam in constructing the facilities under the Loan and in using such facilities; and

(c) ensure that the facilities constructed under the Loan be maintained and used properly and effectively for the purpose prescribed in the present understanding.

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 progress of the implementation of the projects enumerated in Column 1 of the Annex; and

(b) any other information, including information on corrupt practice, related to the projects enumerated in Column 1 of the Annex.

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.

11. The Annex shall form an integral part of the present Note.

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 extend to Your Excellency the assurance of my highest consideration.

谷崎泰明

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

Annex

| Column 1 | Column 2 | | Column 3 | Column 4 | Column 5 |
|---|---|---|---|---|---|
| Project | Maximum amount | | Rate of interest | Repayment period | Disbursement period (after the effective date of the loan agreement) |
| 1. North-South Expressway Construction Project (Ben Luc - Long Thanh Section) (I) | 14,093 million Yen | | 0.2% | thirty (30) years after the grace period of ten (10) years | five (5) years |
| | | The part concerning payments to consultants | 0.01% | | |
| 2. Project for Disaster and Climate Change Countermeasures Using Earth Observation Satellite (I) | 7,227 million Yen | | 0.2% | thirty (30) years after the grace period of ten (10) years | seven (7) years |
| | | The part concerning payments to consultants | 0.01% | | |
| 3. Nghi Son Thermal Power Plant Construction Project(III) | 40,330 million Yen | | 1.4% | twenty (20) years after the grace period of ten (10) years | seven (7) years |
| | | The part concerning payments to consultants | 0.01% | | |

Total amount: 61,650 million Yen

**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:

1. A loan in Japanese yen up to the amount of sixty-one billion six hundred and fifty million yen (¥61,650,000,000) (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 implementing the projects enumerated in Column 1 of the Annex attached hereto (hereinafter referred to as "the Annex") according to the allocation for each project as specified in Column 2 of the Annex.

2. (1) The Loan will be made available by loan agreements 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 agreements,

**His Excellency**
**Mr. Yasuaki Tanizaki**
**Ambassador Extraordinary**
**and Plenipotentiary of Japan**

within the scope of the present understanding, which will contain, inter alia, the rate of interest, the repayment period and the disbursement period enumerated respectively in Columns 3, 4 and 5 of the Annex.

(2) Each of the loan agreements mentioned in sub-paragraph (1) above will be concluded after JICA is satisfied of the feasibility, including environmental consideration, of the projects enumerated in Column 1 of the Annex to which such loan agreements relate.

(3) The respective disbursement periods enumerated in Column 5 of the Annex 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 to be made by the Vietnamese executing agencies to suppliers, contractors and/or consultants of eligible source countries under such contracts as may be entered into between them for purchases of products and/or services required for the implementation of the projects enumerated in Column 1 of the Annex, provided that such purchases are made in such eligible source countries for products produced in and/or services supplied from those countries.

(2) The scope of eligible source countries mentioned in sub-paragraph (1) above shall be agreed upon between the authorities concerned of the two Governments.

(3) A part of the Loan may be used to cover eligible local currency requirements for the implementation of the projects enumerated in Column 1 of the Annex.

4. 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.

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7. The Government of the Socialist Republic of Viet Nam

shall exempt:

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8. The Government of the Socialist Republic of Viet Nam shall take necessary measures to:

(a) ensure that the Loan be used properly and exclusively for the projects enumerated in Column 1 of the Annex;

(b) ensure and maintain the safety of persons engaged in the implementation of the projects enumerated in Column 1 of the Annex and of the general public of the Socialist Republic of Viet Nam in constructing the facilities under the Loan and in using such facilities; and

(c) ensure that the facilities constructed under the Loan be maintained and used properly and effectively for the purpose prescribed in the present understanding.

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 progress of the implementation of the projects enumerated in Column 1 of the Annex; and

(b) any other information, including information on corrupt practice, related to the projects enumerated in Column 1 of the Annex.

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.

11. The Annex shall form an integral part of the present Note.

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 extend to Your Excellency the assurance of my highest consideration.

**Bui Quang Vinh**
**Minister of Planning and Investment**
**of the Socialist Republic of Viet Nam**

Annex

| Column 1 | Column 2 | | Column 3 | Column 4 | Column 5 |
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Total amount: 61,650 million Yen