AGREEMENT

on

General Terms and Procedures for Development Co-operation

between

The Government of the Socialist Republic of Vietnam

and

The Governement of the Kingdom of Norway

---Preamble---

The Government of the Socialist Republic of Vietnam and the Government of the Kingdom of Norway, desiring to co-operate in promoting the economic and social development of Vietnam, have agreed as follows:

Article I
Scope of the Agreement

This Agreement sets out the general terms and conditions for development cooperation between Norway and Vietnam. Such cooperation may consist of project assistance, financial assistance, technical assistance and program support.

These terms shall apply to projects/programmes on development cooperation agreed between the Governments provided that an explicit reference is made to this Agreement.

Vietnam shall also apply these terms to regional development cooperation projects/programmes as well as research and enterprise development cooperation financed by Norway, provided that an explicit reference is made to this Agreement.

Article II
Competent Authorities

In the implementation of this Agreement the Royal Norwegian Ministry of Foreign Affairs through the Norwegian Agency for Development Cooperation (NORAD) shall be competent to represent Norway, and the Ministry of Planning and Investment (MPI) shall be competent to represent Vietnam. These institutions are hereinafter referred to as the Competent Authorities.

Article III
Definitions

The Government of the Kingdom of Norway is in this Agreement referred to as Norway and the Government of the Socialist Republic of Vietnam is in this Agreement referred to as Vietnam. The two mentioned Governments are referred to as the Parties.

Specific projects, programmes, and other joint activities under this Agreement are hereinafter referred to as Projects.

For the purposes of this Agreement the term"Executing Agencies" means any public authority and public or private corporation as well as any organization whether public or private, accepted by the two Governments and made available by Norway to implement the Specific Agreements referred to in Article IV below.

Technical assistance personnel on short term or long term assignments employed by the Norwegian Ministry of Foreign Affairs through NORAD or by the Executing Agencies are hereinafter referred to as Personnel.

For the purpose of this Agreement the term Commodities shall mean goods, materials, vehicles, machinery, equipment, and other commodities made available by Norway or the Executing Agencies for Projects under this Agreement or any other commodities delivered to Vietnam under the Specific Agreements referred to in Article IV below.

Article IV
Obligations of the Parties

1. Norway will to the extent agreed upon in the Specific Agreements make available to Vietnam financial assistance, material resources, technical assistance, and training opportunities. Vietnam will ensure the effective utilization of the said assistance and training opportunities.

2. The specific terms and procedures, including the financial and other obligations of the two Parties in regard to Projects will in each case be determined by the Parties in Specific Agreements with explicit reference to thepresent Agreement.

3. In the case of discrepancies between the present Agreement and a Specific Agreement, priority should be given to the Specific Agreement.

Article V
Executing Agencies

1. Norway will, unless otherwise agreed in the Specific Agreements, cover the fees and costs of the Executing Agencies in accordance with Norwegian rules and regulations, excluding the costs to be covered by Vietnam according to the Specific Agreements.

2. Vietnam will take the following measures with regard to the Executing Agencies undertaking ODA-financed activities:

a) grant them without undue delay all necessary permits and authorizations;

b) exempt them from income tax or any other direct tax in respect of any emoluments paid to them from funds or resources outside Vietnam for their services in Vietnam under this Agreement;

c) exempt them from duty to submit to the Vietnamese authorities any tax or financial declarations required from private persons or corporations;

d) impose no currency or foreign exchange restrictions on funds introduced into Vietnam by the Agencies for the implementation of the activities under this Agreement, and facilitate the exchange and the export of such funds as well as the opening of bank accounts; and

e) exempt them from professional registration and licence requirements.

Article VI
Personnel

1. Technical assistance provided upon Vietnam's request under this the present Agreement may be in the form of personnel employed by the Norwegian Ministry of Foreign Affairs, by NORAD or by the Executing Agencies. The provision of the services of the above-mentioned Personnel is subject to the availability of suitably qualified and experienced persons at the appropriate time.

2. The competent Vietnamese authority for each Project provides in each case the Norwegian Ministry of Foreign Affairs or NORAD with a complete job title and

description for the Personnel engaged by the Ministry and in other cases, as appropriate, defining the duties of the position to be held and services to be rendered as well as the essential and desirable qualifications of the candidate. It shall be clearly stated in the job description whether the Personnel will undertake operational functions.

3. The Norwegian Ministry of Foreign Affairs or NORAD provides the competent Vietnamese authority for each Project with the information necessary for the appraisal of the candidates for the positions referred to above, such as education, training and previous professional experience.

4. The competent Vietnamese authority for each Project and the Norwegian Ministry of Foreign Affairs or NORAD shall jointly decide to which extent counterparts to the Personnel made available shall be assigned by Vietnam, or other measures to be devised in order to achieve the objectives.

5. In carrying out their assignments the Personnel shall be under the direction of the authorities of Vietnam or other bodies to which they have been assigned and shall comply with the laws and regulations of Vietnam which are not inconsistent with the provisions of this Agreement.

6. Vietnam shall ensure that the Personnel and their spouses and dependants enjoy the full protection of the law and further ensure that this Personnel of the same status and their spouses and dependants are always treated in a manner no less favourable than that enjoyed by Personnel assigned to Vietnam by other countries or international organizations. In the event of arrest or detention for any reason of Personnel made available by Norway, or their spouses or dependants, or of criminal proceedings being instituted against such persons, the Royal Norwegian Embassy in Hanoi is to be notified immediately and has the right to visit any detained or arrested person any time. Such persons have the right to contact and to be represented by a lawyer assigned by the Embassy or by the person himself.

7. Vietnam shall be responsible for the security of the Personnel and their spouses and dependants. In the event of a crisis affecting the safety of foreign nationals in Vietnam, Vietnam shall accord repatriation facilities to the Personnel and the spouses and dependants, equivalent to that accorded to the diplomatic personnel serving in Vietnam.

8. Should a situation or a condition referred to in paragraph 7 above occur, the two Governments shall consult with each other and act in close collaboration to minimize any risk or damage to the expatriate Personnel, their spouses and dependants, or personal effects and the materials, equipment, and vehicles used for the implementation of the Projects under this Agreement.

9. Expatriate Personnel acting in accordance with instructions issued by the Royal Norwegian Embassy in Hanoi in the event of a crisis or taking such

precautions as are deemed to be warranted under the circumstances, and thus being restrained from reporting for work, shall not be considered to be in dereliction of duty under the relevant contract.

10. Vietnam has the right to request the recall or the replacement of any member of the Personnel whose work or conduct is deemed unsatisfactory. Before exercising such right Vietnam shall consult with Norway.

11. Norway shall have the right to recall any member of the Personnel at any time. Before exercising such right Norway shall consult with Vietnam for that purpose as well as on arrangements for securing rapid replacement of such Personnel if Vietnam so requests, unless exceptional circumstances demand that the person be recalled immediately.

12. If agreed upon between the Competent Authorities the Personnel may be transferred from one post or function to another during the period of assignment.

13. In respect of the Personnel Vietnam will provide and bear the costs of local support for the work of the Personnel including suitable working conditions and facilities unless otherwise specified in the Specific Agreements .

14. Vietnam shall undertake that the Personnel and their spouses and dependants are:

a) exempted from national service and any military obligations;

b) entitled to enjoy and obey all Vietnamese banking regulations including introducing external funds into Vietnam and allowed to exchange and to export such funds as well as proceeds of household goods, personal effects and vehicles imported and/or sold in accordance with the provisions in paragraphs 15 and 16, below.

c) exempted from professional registration and licence requirements

15. Vietnam will make provision for the exemption of the Personnel and their spouses and dependants from:

a) personal income tax or any other direct tax, including contributions to national social security schemes, in respect of any emoluments paid to them by Norway for their services in Vietnam under the present Agreement.

b) the duty to submit to Vietnamese authorities any tax or financial declarations required from the citizens of Vietnam or aliens residing in Vietnam for the emoluments mentioned above.

c) all customs duties and taxes imposed on the import of new as well as used household goods and personal effects including a motor vehicle for their exclusive use imported by this Personnel and their spouses and dependants or purchased from a bonded warehouse in Vietnam within 6 months after their arrival in Vietnam, subject to re-export on completion of service or payment of duties and taxes in accordance with Vietnamese laws and regulations if sold locally unless to a person entitled to the same privileges.

16. In the event that a motor vehicle referred to in paragraph 15 c) is damaged beyond repair at reasonable costs, worn out or otherwise lost without neglect on the part of the Personnel or their spouses and dependants, this being confirmed by the competent Vietnamese authorities, the exemptions mentioned in that paragraph apply to the importation or purchase of a new motor vehicle irrespective of any time limit. Furthermore, Vietnam shall allow import free of customs duties or taxes of one motor vehicle after three years have elapsed since the first entry into Vietnam of the Personnel provided that the Personnel's period of assignment has been extended to four years or more. If the first vehicle is sold in Vietnam it will be subject to payment of taxes and duties unless it is sold to a person entitled to the same privileges as mentioned in Article V, paragraph 15c, above.

17. The Personnel and their spouses and dependants are entitled to import a reasonable amount of goods and effects for their personal consumption, such as foodstuffs, clothing, and medicines as well as spare parts for their household goods and personal effects. Such an import shall prevail during the whole period of the assignment of the Personnel in Vietnam and be subject to payment of all customs duties, taxes and related charges.

18. Vietnam shall issue any necessary multiple entry and exit visas without delay for the Personnel, spouses and dependants as well as residence permits, work permits and other necessary permits and/or authorizations for the entire duration of the assignment.

19. Vietnam shall render assistance in clearance through customs of effects mentioned under 15 c), 16, and 17 vide Article VII.

20. Vietnam shall facilitate the issuance of national driver's licences to the Personnel and their spouses and dependants who hold a valid licence from Norway or another country or allow the use of international driver's licences and facilitate the registration of vehicles for the personal use of the Personnel and their spouses and dependants.

Article VII
Liability

1. Norway shall:

a) not be liable to indemnify any third party in respect of any claim, debt, damage or demand arising out of the implementation ofthe present Agreement and which may be made against the Executing Agencies of the Personnel;

b) not be liable for compensation for the death, disability or other hazards suffered by any Personnel as a result of their employment on work which is the subject matter of the present Agreement.

2. Vietnam shall:

a) Indemnify Norway, the Executing Agencies and the Personnel employed in terms of the present Agreement against any claim brought forward by a third party in respect of liability resulting from acts or omissions by the Executing Agencies or the Personnel in the performance of their duties, except where such claims or liability arise from gross negligence or willful misconduct of the Executing Agencies or Personnel.

In the event Vietnam meets any claim under Article VII, paragraph 2. a) above it is entitled to exercise and enforce any right of set-off, counterclaim, insurance, indemnity, contribution or guarantee to which Norway, the Executing Agencies or the Personnel may become entitled.

Article VIII
Material Resources/Commodities

1. Norway will to the extent agreed upon in the Specific Agreements and within the financial limit specified therein

a) make available funds to cover the actual costs such as purchase, transport and, as appropriate, insurance connected with each consignment of the Commodities to be purchased for the specific Project;

b) require that the Executing Agencies notify designated agencies in Vietnam of the estimated date of the arrival of the consignments immediately upon dispatchment and forward shipping documents, invoices, and other related information to them.

2. Vietnam shall, unless otherwise agreed in Specific Agreements:

a) promptly issue the necessary import licences and other permits on importation of the Commodities;

b) exempt the Commodities from, or bear the costs of all customs duties, taxes and other related charges pertaining to their entry into Vietnam as well as exempt the Commodities from all prohibitions and restrictions on import or reexport;

c) ensure swift and safe reception, berthing, handling, clearing, forwarding as well as storing and onward transportation of the imported Commodities;

d) take all appropriate measures and institute any proceedings that may be necessary with regard to claims for loss or damage whether total or partial of any consignment of Commodities and notify Norway promptly thereafter;

e) facilitate the registration of motor vehicles brought into Vietnam under this Agreement or Specific Agreements.

3. The Commodities, including the project vehicles, shall become and remain the property of Vietnam at the time to be specified in each Specific Agreement or by written agreement between the parties to the Specific Agreement, or, be subsequently exported. However, the Commodities shall always be at the exclusive disposal of the respective Projects, Programme or other Joint Activities under the present Agreement during their implementation.

Article IX
Distribution of this Agreement

The Parties undertake to distribute copies of this Agreement to all their ministries, authorities and other institutions involved in the cooperation or otherwise in need of information of its concent.

Article X
Disputes

Any dispute concerning the interpretation or implementation of this Agreement shall be settled by negotiation between the Parties.

Article XI
Amendment

The present Agreement may be amended or supplemented by mutual consent of the Contracting Parties in writing.

Article XII
Entry into force and termination

The present Agreement shall enter into force upon signature. The present Agreement can be terminated by either of the Contracting Parties by 6 months' written notice. The Agreement shall also cover Projects which have already been initiated at the entry into force of the present Agreement.

Done at Hanoi on 9th October 1996 in duplicate in the English language.

For the Government of the
Socialist Republic of Vietnam

For the Government of the
Kingdom of Norway

BỘ NGOẠI GIAO

Số : 72 /LPQT

SAO Y BẢN CHÍNH

"Để báo cáo,
Để thực hiện".

Hà Nội, ngày 15 tháng 10 năm 1996

TL. BỘ TRƯỞNG BỘ NGOẠI GIAO
Vụ trưởng Vụ Luật pháp và Điều ước quốc tế

Nguyễn Quý Bính

Nơi gửi:

- VPCP,
- Bộ Kế hoạch - ĐT,
- Bộ Công nghiệp,
- Bộ Nông nghiệp - PTNT,
- Bộ Thủy sản,
- Bộ Khoa học, CN-MT,
- Bộ Lao động, TB-XH,
- Bộ Tư pháp,
- Bộ Tài chính,
- Bộ Nội vụ,
- Bộ Giáo dục - ĐT,
- Ngân hàng NN,
- Ban Tổ chức CP,
- UB BV-CS trẻ em VN,
- Tổng cục Hải quan,
- ĐSQ VN tại Thụy điển,
- Cục Lãnh sự,
- Vụ Tây Bắc Âu,
- Vụ LPQT,
- LT (20b)