HB2283 LPGT

Sida ref: U11 1.5.3-11
Component: 01

SPECIFIC AGREEMENT BETWEEN THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM AND THE GOVERNMENT OF SWEDEN ON RURAL INCOME DIVERSIFICATION PROJECT IN TUYEN QUANG PROVINCE OF VIETNAM.

The Government of Sweden (hereinafter referred to as Sweden) and the Government of the socialist republic of Vietnam (hereinafter referred to as Vietnam) have agreed as follows:

ARTICLE 1 SCOPE AND OBJECTIVES OF THE AGREEMENT

Vietnam has decided to carry out a project called Rural Income Diversification Project (RIDP) in Tuyen Quang province of Vietnam, funded by the International Fund for Agricultural Development (IFAD). Sweden has decided to support the Technical Assistance and Training component of RIDP. The United Nations Office for Project Services (UNOPS) has been appointed as the executive agency of the RIDP.

The main objectives of the project are to improve the livelihoods and reduce the poverty among poor upland ethnic minorities and households through enhanced food security, diversification of income generating activities through sustainable use of natural resources.

ARTICLE 2 THE SWEDISH CONTRIBUTION

Sweden shall subject to parliamentary appropriation of funds support the implementation and monitoring of the project as specified in the Agreement between the Government of Sweden and UNOPS on support to the RIDP within an amount of FIFTEEN MILLION SWEDISH KRONOR (SEK 15.000.000), which includes costs for Vietnam's monitoring and evaluation of the project.

An amount of 15 MILLION SWEDISH KRONOR will be available from June 1, 2002 as a Swedish support for activities covering the first 12 months of the project (activity period June 1, 2002 – May 31, 2003). During 2002, a new Specific Agreement for the Vietnam - Sweden Co-operation in Rural Development and Poverty Reduction in the Natural Resources Sector (SA) will be finalised. Continued Swedish support for the RIDP beyond 2002 will be formally assessed and decided on as part of the process for developing the above agreement.

The contribution shall be financed from the amount made available by Sweden to Vietnam in Agreements on Development Cooperation.

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ARTICLE 3 UTILISATION OF THE SWEDISH CONTRIBUTION

The contribution shall be used in accordance with the Agreement between the Government of Sweden and UNOPS on support to Rural Income Diversification Project.

ARTICLE 4 REPORTING AND OTHER IMPLEMENTATION PROCEDURES

Vietnam shall cooperate with and assist Sweden in the performance of audits, follow-ups and evaluations of the impact of the project. Costs of such activities shall be financed from the contribution if not otherwise financed by Vietnam.

Vietnam shall provide Sweden with all other information regarding the project that Sweden may reasonably request and enable Swedish representatives to visit the project and inspect property, goods, records and documents.

Irrespective of agreed reporting routines, the parties shall promptly inform each other if a situation arises that makes it likely that the project will not be carried out as agreed.

Vietnam shall inform Sweden about the appointment of the Project Director for the RIDP.

Vietnam shall provide Sweden with:

1. Annual work plan(s)

2. Reports (progress and financial)

– quarterly and annual progress and financial reports, as specified in the RIDP project document, on the results obtained by the project. These reports shall be analytical in approach and include a presentation of difficulties and shortcomings and discuss possible remedies.

– a final project report covering all important aspects of the project as specified in the RIDP project document. The report shall cover the whole project, also components that are not funded by Sweden. It shall also consider the fulfilment of the agreed objectives of the project. This report shall be delivered within six (6) months after the termination of the period of activity as specified in Article II.

3. Audits

– Vietnam shall annually provide Sweden with copies of audit reports covering all financial transactions within the RIDP, whether financed through Swedish or Vietnamese funds, since the end of the period covered by the previous audit reprot.

Sweden and Vietnam shall meet bi-annually to plan and review the progress of ongoing activities in the project. Sweden shall be invited to participate in all reveiws, follow-ups and evaluations set out in the agreements between IFAD, UNOPS and/or the Government of Vietnam.

Vietnam shall give all information on the use of the resources provided by Sweden that Sweden may reasonably request in addition to the information contained in the reports and, as far as it is within its power, enable representatives of Sweden to visit and study the various activities of relevance for Sweden's follow up of its contribution and the projects impact.

Vietnam shall notify Sweden of any evaluation missions during and at the termination of the project and Sweden shall be invited to participate.

Any reduction of the contribution due to parliamentary appropriation of funds shall be notified by Sweden to Vietnam three months in advance of its effectiveness.

ARTICLE 5 DELEGATION OF POWERS

The Swedish International Development Cooperation Agency, Sida, and the Tuyen Quang Provincial People's Committee in Vietnam shall be empowered to represent their respective Governments in matters concerning the implementation of this Agreement.

ARTICLE 6 REFERENCE TO OTHER AGREEMENTS

Cooperation between the parties under this Agreement is also governed by:

- the Agreement on General Terms and Conditions for Development Cooperation between the Government of Sweden and the Government of Vietnam for the period 2001 - 2006;
- the Agreement on Development Cooperation for the period 1999 - 2003;
- any agreement that may replace or amend the said agreements.

ARTICLE 7 DISTRIBUTION OF THIS AGREEMENT

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

ARTICLE 8 TERMINATION

This Agreement shall remain valid until November 30, 2003, unless terminated earlier by six months' written notice by either party. The

Swedish support can only be utilised for activities implemented during the activity period June 1, 2002 – May 31, 2003. The Parties may amend the Agreement by extending the activity- and validity-period, if necessary.

If the agreement between Sweden and UNOPS is terminated, either of the Parties may by written notice terminate this Agreement at any time after termination.

In cases of termination by Sweden the termination shall not apply to funds irrevocably committed in good faith by Vietnam to third parties before the date of the notice of termination, provided that the commitments were made in accordance with this Agreement and other agreements for implementation between the designated authorities.

In case of termination by Vietnam, no funds shall be available for activities after the expiry of the Agreement.

ARTICLE 9 ENTRY INTO FORCE

This Agreement shall enter into force on the date of signing.

Signed in Ha Noi on .1st July... 2002 in duplicate original copies, written in the English language.

For the Government of Sweden

Signature

Marie Sjölander

Name and title in block letters

Ambassador

For the Government of Vietnam

Signature

HA PHUC MICH

Name and title in block letters

Chairman

BỘ NGOẠI GIAO

Số: 48 /LPQT

SAO Y BẢN CHÍNH
(Để thực hiện)

Hà Nội, ngày 18 tháng 7 năm 2002

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

Nguyễn Duy Chiến

Nơi nhận :

- Văn phòng Chính phủ (để báo cáo),
- Bộ Kế hoạch và Đầu tư,
- Bộ Tài chính,
- UBND tỉnh Tuyên Quang,
- Đại sứ quán Việt Nam tại Thụy Điển,
- Vụ Châu Âu 2,
- Vụ LPQT,
- Lưu trữ.

Hiệp định riêng giữa Chính phủ Cộng hoà xã hội chủ nghĩa Việt Nam và Chính phủ Thụy Điển về dự án Đa dạng hoá thu nhập nông thôn tại tỉnh Tuyên Quang của Việt Nam có hiệu lực từ ngày 01 tháng 7 năm 2002.