HB1043 - Chưa xử lý lưu
2726

AGREEMENT ON TECHNICAL COOPERATION BETWEEN THE SOCIALIST REPUBLIC OF VIETNAM AND THE REPUBLIC OF ITALY

The Government of the Socialist Republic of Vietnam and the Government of the Republic of Italy, desiring to strengthen the friendly ties between the two Countries and their peoples through the development of technical cooperation, have agreed as follows:

Article 1

The two Governments will encourage and facilitate on the basis of equality and mutual benefit, the implementation of technical cooperation projects in conformity with their policies of economic and social development.

Article 2

Within the framework of the technical cooperation envisaged in Article 1, the Government of the Republic of Italy, upon request of the Government of the Socialist Republic of Vietnam and according to the specific arrangements which the two Governments shall establish on each occasion, undertakes to make available the following facilities on a grant basis:

a - to provide Italian experts;
b - to supply equipment, materials and services;
c - to provide technical and professional training for Vietnam citizens sponsored by the Government of the Socialist Republic of Vietnam, through the grant of fellowships;
d - to promote and encourage surveys and projects concerning the economic development of Vietnam;
e - to set up professional, training and specialization centres and research and laboratory centres;
f - to provide scientific and technical documentation.

Article 3

1 - The expert, volunteer or cooperant proposed by the Government of the Republic of Italy in accordance with Article 2 shall secure clearance from the Government of the Socialist Republic of Vietnam prior to his departure for Vietnam.

2 - The expert, volunteer or cooperant shall obey the laws and regulations of the Government of the Socialist Republic of Vietnam and shall perform his duties in accordance with the terms of reference stipulated in the applicable development project arrangement.

3 - Both the Governments of the Socialist Republic of Vietnam and the Republic of Italy will have the right, after mutual consultation with the other, to recall or request for replacement of any expert whose personal/professional conduct proves to be unsatisfactory.

Article 4

Except for professional negligence, the Government of the Socialist Republic of Vietnam shall hold the Italian experts, volunteers or cooperants serving in Vietnam in accordance with the provisions of this agreement, harmless against any liability, suit, action, demands, damages, cost or fees on account of death, injury to person and property, or any other losses resulting from or connected with any act performed or omission made in the course of the performance of their official duties.

The Government of the Socialist Republic of Vietnam will be entitled to exercise and enforce the benefit of any defence or any right of set-off, counterclaim, insurance, indemnity, contribution or guarantee to which the experts, volunteers or cooperants become entitled.

If claims arise in a case where gross negligence or wilful or criminal intentions on the part of the personnel has been established the Government of the Socialist Republic of Vietnam may hold the experts, volunteers or cooperants concerned liable to indemnify the Government of the Socialist Republic of Vietnam. In that case, the Government of the Republic of Italy shall render all possible administrative assistance to the Vietnamese authorities competent for

the enforcement or claim for reimbursement.

Article 5

In the event of any arrest or detention, for any reason whatsoever, of the Italian experts, volunteers or cooperants, or members of their families or of criminal proceedings being instituted against them, the Embassy of the Republic of Italy shall be promptly notified.

Article 6

In the event of international crisis the Italian experts, volunteers and cooperants and members of their families shall be accorded the usual repatriation facilities.

Article 7

In the performance of their duties the Italian experts, volunteers or cooperants shall be under the direction of the Government of the Socialist Republic of Vietnam or the Agencies or Organizations to which they are assigned. They shall comply with the laws, regulations and orders as may be in force from time to time in Vietnam.

The Government of the Socialist Republic of Vietnam shall ensure that the experts volunteers or cooperants are accorded treatment of a manner no less favourable than that accorded to similar technical assistance personnel working in Vietnam.

Article 8

The experts, volunteers or cooperants nominated by the Government of the Republic of Italy, in conformity with Article 2, paragraph a), shall enjoy the privileges and immunities listed in Annex "A".

Article 9

The obligations which the Government of the Republic of Italy assumes in regard to the training fellowhips to Vietnamese citizens under Article 2 (b) above are defined in Annex "B" to this Agreement.

Article 10

Equipment and other supplies made available by the Government of the Republic of Italy for any project agreed upon under this Agreement shall become the property of the Government of the Socialist Republic of Vietnam upon arrival in Vietnamese territory and will be used exclusively for the said project.

The Government of the Republic of Italy will not have to bear any taxes, duties and fiscal charges imposed in Vietnam on such equipment and supplies. Such taxes, duties and fiscal charges if any, shall be payable by the recipient.

Further obligations of the two Governments with regard to such equipment and supplies are defined in Annex "C" to this Agreement.

Article 11

Upon consultation and agreement between the two Governments their representatives will meet, whenever necessary, to review the results of the activities undertaken under this Agreement and to consider any question relating to the implementation of this Agreement.

Article 12

The present Agreement is complementary to and shall not in any way affect the international commitments of the two Governments.

Article 13

This Agreement including the Annexes shall come into force when the two Governments will have notified each other of having fulfilled the required procedures. The two Governments may, after mutual consultation, amend this Agreement by exchange of notes.

The Agreement shall remain in force for a period of five years and, renewed automatically, unless terminated earlier by either Government upon six months notice to the other in writing.

In the event of termination of this Agreement, the two Governments shall mutually consider the most appropriate manner for completing the projects undertaken under this Agreement.

Done in Rome, this 18th day of May, 1990 in duplicate in English language.

For the Government
of the
Socialist Republic of Vietnam

For the Government
of
the Republic of Italy

ANNEX "A"

The Government of the Socialist Republic of Vietnam shall, with regard to the experts, volunteers or cooperants made available by the Government of the Republic of Italy, undertake to provide the following privileges and immunities, subject to Vietnamese existing laws and regulations:

1 - to exempt the experts, volunteers or cooperants from taxation and any other fiscal charges from emoluments, remunerations and other allowances received by them from the the Government of Italy.

2 - The Government of the Socialist Republic of Vietnam shall accord the experts, volunteers or cooperants the privileges of duty free importation of household and personal effects as provided in the relevant laws, rules and regulations of the Socialist Republic of Vietnam as amended from time to time including the facility of importation of professional equipment within six months of their arrival, provided that such goods are re-exported from Vietnam on completion of their assignment.
However, it is the understanding that subsequent changes in the relevant Vietnamese rules will apply to those projects which will afterwards be initiated.

3 - To permit export of personal and household effects and articles imported under paragraph 2 above upon the final departure from Vietnam of experts, volunteers, cooperants and their families. In the event the above items are sold locally to non-exempt persons, local taxes must be paid.

4 - To grant to the experts, volunteers, cooperants and their dependents, free of charge the necessary entry-exit visas and any required permit and/or authorisation as well as exemption from visa immigration and other necessary dues provided that the volunteers and cooperants are not contractors and are not engaged as a partner of any profitable programme.

ANNEX "B"

The obligations of the Government of the Republic of Italy in regard to the training fellowship provided to the Vietnamese citizens.

1 - To meet international travel costs both ways between Vietnam and the place of training.

2 - To provide, for their period of training, appropriate allowances to the trainee for meeting tuition fees, living and travel expenses in the Country of training and also expenses for books etc.

ANNEX "C"

Obligations with regard to the equipment and supplies made available by the Government of the Republic of Italy.

1 - The Government of the Republic of Italy undertakes to:

a) deliver said equipment and supplies to the Government of the Socialist Republic of Vietnam or its agents, C.I.F. or C. and F., at a mutually agreed Vietnamese port;

b) notify the Government of the Socialist Republic of Vietnam of the estimated date of arrival of each shipment within shortest possible time and forward the relevant bill;

c) take care of delivering in sound order the equipment and supplies to the port of destination by stipulating to this end the necessary insurances.

2 - The Government of the Socialist Republic of Vietnam undertakes to:

a) notify the Government of the Republic of Italy of the required documentation for the Bureau of Customs clearance procedures;

b) take all necessary steps to guarantee prompt release from the Bureau of Customs of said equipment and supplies after the implementing agencies have paid all applicable expenses and fees.