KB5093

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM
AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH
ON RICE TRADE

In order to ensure food stability and to further ensure that the rice market is stable in both countries and to cushion the adverse effects of climate change, pest infestation, drought, floods and other calamities that are being experienced and may hereafter be experienced globally; and

In order to further enhance and strengthen the good economic and trade relations between the two countries;

The Government of the Socialist Republic of Viet Nam and the Government of the People's Republic of Bangladesh (hereinafter reffered to individually as "Party" or collectively as "Parties"),

Have agreed as follows:

Article 1:

The Government of the Socialist Republic of Viet Nam agrees to sell, except under circumstances of natural disaster and harvest loss, and the Government of the People's Republic of Bangladesh agrees to buy, depending on its needs, up to 01 million metric tons of rice of all kinds annually from the year 2023 to 2027, subject to prevailing international prices at the time of purchase.

Article 2:

The Government of the Socialist Republic of Viet Nam shall authorize Viet Nam Southern Food Corporation (hereinafter reffered to as VINAFOOD 2) as the Vietnamese State Owned Enterprise to implement this Memorandum of Understanding. The Government of the People's Republic of Bangladesh shall authorize the Directorate General of Food (hereinafter reffered to as DGF), Ministry of Food as the Bangladeshi State-Owned Enterprise to implement this Memorandum of Understanding.

Article 3:

The implementation of all sale/purchase transactions under this Memorandum of Understanding shall be made only through written instrument(s) agreed upon and signed between VINAFOOD 2 and DGF on behalf of the Ministry of Food.

Article 4:

DGF on behalf and upon approval of the Ministry of Food shall determine the volume, variety and kinds of rice/grains to be bought, and in accordance with international trade practices, rules and regulations, require VINAFOOD-2 to submit an offer which shall be evaluated by DGF and then accepted either immediately or after negotiation(s) keeping in view the prevailing rules and regulations of the government.

Article 5:

During the validity of this Memorandum of Understanding, either Party may propose amendment(s) in writing to which the other Party shall respond in writing within a period of 30 days of receipt of such notice.

Any differences or disputes which may arise between the Parties relating to any matter pertinent to this Memorandum of Understanding shall be settled amicably and through consultation and negotiation between the Parties.

Article 6:

Both Parties shall cooperate to take strict measures to stop illegal rice trading between the two countries as it adversely affects their rice markets.

Both parties shall conduct quarterly exchange of information on the implementation of this Memorandum of Understanding, either through the means of official letters or diplomatic note.

Article 7:

This Memorandum of Understanding shall enter into force from the date of signing and shall expire on 31st December 2027. Either Party may notify its desire to terminate this Memorandum of Understanding with a notice of 6 calender months prior to such termination. Both Parties may extend the period of validity by mutual consent.

The termination of this Memorandum of Understanding shall not affect the

validity or the terms of any ongoing contracts already made under this Memorandum of Understanding.

In witness thereof, the undersigned, have this signed Memorandum of Understanding.

Done and Signed in Ha Noi on 29 May, 2023 in duplicate in English, both copies being equally authentic.

For and on behalf of The Government of the Socialist Republic of Viet Nam	For and on behalf of The Government of the People's Republic of Bangladesh
NGUYEN HONG DIEN Minister Ministry of Industry and Trade	SADHAN CHANDRA MAJUMDER, MP Minister Ministry of Food