HB2342

ORIGINAL

FINANCING AGREEMENT

between

THE EUROPEAN COMMUNITY

and

THE SOCIALIST REPUBLIC OF VIETNAM

"Vietnamese Government Interpreters Training Programme"

VMN/AIDCO/2002/0500



FINANCING AGREEMENT

*The European Community, hereinafter referred to as "**the Community**", represented by the Commission of the European Communities, hereinafter referred to as "THE COMMISSION", represented in turn by Commissioner Mr Chris Patten,*

of the one part, and

*The Socialist Republic of Vietnam, represented by the Government of Vietnam, hereinafter referred to as "**the Beneficiary**", represented by the Ministry of Foreign Affairs, represented in turn by Vice Minister Mr. Chu Tuan Cap,*

of the other part,

HAVE AGREED AS FOLLOWS:

ARTICLE 1: ***FINANCING AGREEMENT, GENERAL TERMS AND CONDITIONS AND TECHNICAL AND ADMINISTRATIVE PROVISIONS.***

The project described in Article 2 shall be implemented in accordance with the Financing Agreement, the General Terms and Conditions set out in Annex 1 and the Technical and Administrative Provisions in Annex 2. The Annexes form an integral part of this Agreement.

The Financing Agreement and the Technical and Administrative Provisions amend or supplement the General Terms and Conditions and, in the case of conflict, take precedence over the latter.

ARTICLE 2: ***NATURE AND PURPOSE OF THE OPERATION***

THE COMMISSION shall provide a grant to contribute to the financing of the project referred to below:

Project number:

Title: ***"Vietnamese Government Interpreters Training Programme"***

Hereinafter referred to as "the project" which is described in the Technical and Administrative Provisions in Annex 2.

ARTICLE 3: THE COMMUNITY'S COMMITMENT

The total cost of the project is estimated to be 850.000 Euro (eight hundred fifty thousand Euro).

The commitment of the Community is fixed at a maximum of 850.000 Euro (eight hundred fifty thousand Euro), hereinafter referred to as the EC Grant.

This Financing Agreement is subject to an expiry date, after which any balance of funds remaining available under the EC Grant shall be automatically cancelled. THE COMMISSION may however, depending on the circumstances, agree to an appropriate extension of this expiry date, should such an extension be requested and properly justified by THE BENEFICIARY.

For the present project, the expiry date of the Financing Agreement is hereby set at 31st December 2007.

ARTICLE 4: THE BENEFICIARY'S COMMITMENT

The Beneficiary will not make contributions to the Project.

ARTICLE 5: CORRESPONDENCE

Correspondence relating to the implementation of this Agreement should be marked with the number and title of the project and be sent to:

(a) for the EUROPEAN COMMUNITY
Commission of the European Communities,
EuropeAid Co-operation Office,
Direction D,
Rue de la Loi 200,
B-1049 Brussels, Belgium.
Through the:
Delegation of the Commisison of the European Communities,
The Metropole Centre,
56 Ly Thai To Street,
Hanoi, Vietnam.

(b) ***for the BENEFICIARY***
Mr. Chu Tuan Cap
Vice Minister
Ministry of Foreign Affairs to the Socialist Republic of Vietnam
Address. 1 Ton That Dam street, Hanoi
Tel. (844) 199 2113
Fax. (844) 199 2682

ARTICLE 6: ***ORIGINALS***

This Agreement shall be drawn up in triplicate, two for the Commission and one for the Beneficiary, the three texts being equally authentic.

ARTICLE 7: ***ENTRY INTO FORCE***

This Agreement shall enter into force on the date on which it is signed by the Parties. Any Party may rescind the Agreement by notifying the other Parties in writing. In that case, it shall continue to apply in respect of the obligations deriving from agreements or contracts concluded under this Agreement.

SIGNATURES

In witness whereof, the undersigned representatives, duly empowered to this effect, have signed this Agreement.

*Done at....*BRUSSELS*..... .... Done*
.....

(Date) 05-09-2002 *(Date)* 04-11-2002

FOR THE EUROPEAN COMMUNITY ***FOR THE BENEFICIARY***

Annex 1: *General Terms and Conditions*
Annex 2: *Technical and Administrative Provisions*

ANNEX 1

GENERAL TERMS AND CONDITIONS

TITLE I - PROJECT FINANCING

ARTICLE 1: THE COMMUNITY'S COMMITMENT

The Community's commitment for the project, which is specified in the Financing Agreement, shall determine the level of the Community's contribution.

The Community's financial commitment must be implemented by the time limit specified for the project in the Financing Agreement.

ARTICLE 2: THE BENEFICIARY'S COMMITMENT

If the Financing Agreement stipulates that the implementation of the project requires the Beneficiary to make a financial contribution, disbursement of the Community contribution shall be conditional on the Beneficiary's obligations being fulfilled.

ARTICLE 3: COST OVERRUNS

Cost overruns are incurred where, at the time the contract is awarded or the estimate for a project is drawn up, the amount of a contract or estimate exceeds the initial budget.

Cost overruns are also incurred where, in the course of implementation of a contract or estimate, as a result of an increase in the volume of work or change or adjustment to the project, taking into account the known or likely impact of price variations, the costs provided for in the contract or estimate, including contingency reserves, are likely to be exceeded.

Any cost overruns shall be borne by the Beneficiary.

ARTICLE 4: COVERING COST OVERRUNS

Once it appears that cost overruns are likely to be incurred, the Beneficiary shall inform the Commission and notify them of the measures which he intends to take in order to cover such cost overruns, either by reducing the scale of the project or calling on his own resources.

If the project cannot be scaled down or the overruns cannot be covered by the Beneficiary's own resources, the Commission may, exceptionally, at the Beneficiary's substantiated request, adopt an additional Community financing decision. If the request is approved, the relevant costs shall be financed, without prejudice to the relevant Community rules and procedures, by an additional contribution to be set by the Commission.

TITLE II - IMPLEMENTATION

ARTICLE 5: GENERAL PRINCIPLE

The project shall be implemented by the Beneficiary in close collaboration with the Commission in accordance with the provisions of this Agreement.

ARTICLE 6: HEAD OF DELEGATION

The Head of Delegation shall represent the Commission vis-à-vis the Beneficiary's government for the purposes of implementing this Agreement and in respect of the funds for which the Commission acts as authorising officer.

ARTICLE 7: DISBURSEMENT

1. Where appropriate, the Beneficiary shall authorise and validate any expenditure covered by this Agreement against appropriations committed by the Commission. The Beneficiary shall remain financially liable to the Commission until the Commission clears the operations for the execution of which the Beneficiary is responsible.

2. For payments in currencies other than that of the Beneficiary's national currency the Commission shall make direct payment for services provided.

3. For payments in the Beneficiary's national currency at least two accounts must be opened in the sole name of the project:

- one account in Euro or in the currency of a Member State of the Community;
- one account in the Beneficiary's national currency.

These accounts shall be opened in the Beneficiary's country with a commercial financial institution recognised by the Beneficiary and approved by the Commission.

4. The accounts referred to in paragraph 3 shall be replenished to meet actual cash requirements. Transfers shall be made in Euro or, exceptionally, in the currency of a Member State, and shall be converted into the Beneficiary's national currency as payments fall due at the exchange rate applying on the date of payment.

5. Interest on the deposits in the accounts referred to in paragraph 3 shall be used exclusively for the project. The interest, which should be entered under a separate heading in the accounts, and the charges on these accounts shall accrue to or be borne by the project. However, the Commission's prior approval is required before the interest can be used for the project.

6. At regular intervals, and, at least once every quarter, the Beneficiary shall send the Commission a statement of actual expenditure and revenue, together with supporting documents. These documents and all accounts shall be kept for five years following the last date of payment.

ARTICLE 8: PAYMENT PROCEDURES

1. Payments to contractors shall be made in Euro, directly by the Commission, for contracts made out in Euro. Payments for contracts in the Beneficiary's national currency shall be made in this currency.

2. Contracts signed under this Agreement shall be eligible for payment only if they have been concluded before the date of expiry for activities under this Agreement. The last payment for such contracts must be effected no later than the final date for financial commitments set in Article 3 of the Financing Agreement.

TITLE III - AWARD OF CONTRACTS

ARTICLE 9: GENERAL RULE

Notwithstanding Articles 12 and 13, works and supply contracts shall be awarded after open invitations to tender and service contracts shall be awarded after restricted invitations to tender.

ARTICLE 10: ELIGIBILITY

1. Tendering procedures for works, supply and service contracts shall be open on equal terms to all natural and legal persons of the Member States of the Community and to all natural and legal persons of the Beneficiary country.

2. For jointly financed projects, the Commission, treating each case on its own merits, may agree to allow nationals of countries other than the partner countries concerned to bid for tenders and contracts. In such instances, firms from third countries shall be eligible only if there are reciprocal arrangements.

ARTICLE 11: EQUALITY OF CONDITIONS

The Commission and the Beneficiary shall take the necessary steps to ensure the widest possible participation on equal terms in tendering procedures and in works, supply and service contracts financed by the Community.

To this end they shall:

- ensure invitations to tender are published far enough ahead in the Official Journal of the European Communities and the official gazette of the Beneficiary's country;

- remove any discriminatory practice or technical specifications which could prevent wide participation, on equal terms, by any natural or legal person referred to in Article 10.

ARTICLE 12: WORKS AND SUPPLY CONTRACTS

Works and supply contracts shall be awarded on the basis of the general terms and conditions applying to such contracts and approved by the Commission.

Exceptionally, in urgent cases or where the nature, small scale or particular features of certain work or supplies warrant, the Commission or the Beneficiary, with the Commission's agreement, may authorise:

- contracts to be awarded on an open invitation to tender restricted to tenderers from particular geographical areas;
- contracts to be awarded on restricted invitation to tender;
- contracts to be concluded by direct agreement;
- contracts to be performed by direct labour.

ARTICLE 13: TENDER DOSSIER

1. For works and supply contracts, the Beneficiary shall submit the tender dossiers for the Commission's approval before invitations to tender are issued. On the basis of the decisions approved, and in close collaboration with the Commission, the Beneficiary shall issue invitations to tender, receive and assess tenders, and select the successful tenderer.

2. The Commission shall always be represented when tenders are opened. The Commission has the right to be present, as an observer when the tenders are assessed.

3. The Beneficiary shall submit the results of the scrutiny of the tenders and the name of the proposed contractor to the Commission for approval. With the Commission's prior approval the Beneficiary shall sign contracts, riders thereto and estimates and shall notify the Commission thereof. The Commission shall, if necessary, make individual commitments for contracts, riders thereto and estimates.

Individual commitments shall take precedence over commitments under the Financing Agreement.

ARTICLE 14: SERVICE CONTRACTS

1. As a general rule, service contracts shall be prepared, negotiated and concluded by the Commission on the Beneficiary's behalf.

2. The Commission shall draw up, if necessary after prequalification, a short list of candidates on the basis of criteria which guarantee the qualifications, professional experience and independence of bidders, and their availability for the operation in question.

3. If express provision is made in the Agreement, the responsibilities referred to in paragraph 1 shall be delegated to the Beneficiary with the Commission's approval and under a representative's supervision. In that case the general specifications for public service contracts financed by the European Community shall apply.

ARTICLE 15: PROCEDURES APPLYING TO LOCAL CONTRACTS

The procedures for service, supply and works contracts in the Beneficiary country are set out in the Technical and Administrative Conditions to the Agreement (See tables numbers 1, 2 and 3 in Annex 2).

ARTICLE 16: CRITERIA FOR THE SELECTION OF CONTRACTORS

For each operation the Commission and the Beneficiary shall ensure that the tender selected is the economically most advantageous in terms of the price of the services provided, costs, technical value, qualifications and guarantees provided by tenderers, and the type of the works or supplies and the conditions of performance. These criteria must be mentioned in the tender document and the notice of contract award.

TITLE IV - PERFORMANCE OF THE CONTRACT

ARTICLE 17: ESTABLISHMENT AND RIGHT OF RESIDENCE

Natural and legal persons participating in tendering and works, supply or service contracts shall be granted equal and provisional right of establishment and residence in the Beneficiary's country where this is justified by the nature of the contract. This right shall remain valid for one month after the contractor is selected.

Contractors and natural persons and members of their family whose services are required for the contract shall enjoy similar rights for the duration of the contract up to one month following the final acceptance of work performed under the contract.

ARTICLE 18: ORIGIN OF SUPPLIES

The supplies required for the performance of works, supply and service contracts must originate in countries allowed to participate pursuant to Article 10, unless an exception is authorised by the Commission.

ARTICLE 19: TAX AND CUSTOMS ARRANGEMENTS

1. No tax, duties or other charges shall be financed from the Community's contribution.

2. In context of the co-operation, the Beneficiary government shall apply to contracts financed by the Community tax and customs arrangements no less favourable than those applied to the most-favoured State or most-favoured international organisation.

ARTICLE 20: FOREIGN EXCHANGE ARRANGEMENTS

The Beneficiary's government shall undertake to authorise the import or acquisition of foreign exchange required for implementation of the project. It shall also undertake to apply its national rules on foreign exchange on a non-discriminatory basis to the countries authorised to participate pursuant to Article 10.

ARTICLE 21: INTELLECTUAL PROPERTY

If studies are financed under this Agreement the Commission and the Beneficiary shall be entitled to use the data contained in such studies, and to publish it or pass it on to third parties.

ARTICLE 22: DISPUTES BETWEEN THE BENEFICIARY AND CONTRACTOR

1. Without prejudice to paragraph 2 any disputes which arise between the Beneficiary and a contractor from a Member state, during implementation of a contract financed by the Community shall be settled in accordance with the conciliation and arbitration rules of the International Chamber of Commerce in Paris.

2. The Beneficiary shall undertake to reach agreement with the Commission before a final position is taken on any request for compensation, irrespective of

whether it is justified, from the contractor. If no agreement can be reached, the Commission shall not provide a financial commitment for any amounts granted unilaterally including those by the Beneficiary.

TITLE V - GENERAL AND FINAL PROVISIONS

ARTICLE 23: VISIBILITY

The project shall be implemented in such a way to ensure maximum visibility for the European Community's involvement at all times. Actions of communication and information shall be determined in close collaboration with the EC Delegation.

Special attention shall be devoted to implementing these rules at events and in all public or official written material connected with the project. Objects, equipment and documentation connected with the project shall carry the European Community flag with the text in the language of the Beneficiary. The symbols identifying the European Community shall be of the same size and appearance as any symbols identifying the Beneficiary, should the latter be present.

ARTICLE 24: AUDITING OF ACCOUNTS

1. The Commission shall have the right to send its own agents or authorised representatives to undertake any technical, accounting or financial assignments it may consider necessary to monitor the implementation of the project.

2. The Court of Auditors, in the accomplishment of its responsibilities under the Treaty establishing the European Community, shall have the right to undertake a full audit, if necessary, on the basis of supporting documents of accounts and accounting documents and any other documents relating to the financing of the project and on the spot.

3. The Beneficiary shall be notified if agents appointed by the Commission or the Court of Auditors are sent to the project site.

4. To this end the Beneficiary:

- shall undertake to provide any information or documents requested, and to take any measures to facilitate the work of persons undertaking such audits;

- shall keep the dossiers and accounts required to identify the work, supplies or services financed under this Agreement and the supporting documents relating to local expenditure in accordance with the best accounting practice;

- shall assist the Court of Auditors, in the accomplishment of its responsibilities under the Treaties establishing the European institutions, in auditing the project's accounts, if necessary, on the spot;

- shall ensure the Commission's representatives can inspect any accounting or other documents relating to projects financed under this Agreement and shall assist the Court of Auditors in monitoring the use made of Community funds.

ARTICLE 25: CONCILIATION

1. Any matter relating to the implementation or interpretation of this Agreement shall give rise to consultation between the Beneficiary and the Commission. This procedure may, if necessary, lead to this Agreement being amended.

2. If any obligation under the Agreement is not met, the Commission may suspend financing after consulting the Beneficiary.

3. The Beneficiary may decide to withdraw wholly or partially from the project with the Commission's approval.

4. Any decision taken by the Commission to suspend financing or by the Beneficiary to withdraw totally or partially from a project shall be notified to all Parties in writing.

ARTICLE 26: ARBITRATION

Any dispute between the Community and the Beneficiary, arising from the implementation of this Agreement which is not settled by common accord by the Parties in due time, shall be settled by arbitration, in accordance with the Permanent Court of Arbitration's Optional Rules for Arbitration involving International Organisations and States (The Hague).

ARTICLE 27: NOTIFICATION - ADDRESSES

Any communication or agreement between the Parties shall be recorded in writing giving the number and title of the project. This shall be sent by letter to the authorised addressee at the latter's address. In emergencies, communications by fax, telegram or telex shall be allowed provided they are immediately confirmed by letter. The addresses shall be set out in the Financing Agreement.

Annex 2

Technical and Administrative Provisions

Beneficiary:	**The Government of Vietnam**
Title:	**Vietnamese Government Interpreters Training Programme**
Project No:	**VNM/AIDCO/2002/0500**

1 OBJECTIVES

1.1 Overall Objectives

The objective is to provide the Vietnamese authorities with a body of conference interpreters and conference interpreter training capacity in order to ensure seamless communication between Vietnam and the International Community, including the European Union, in multilingual fora.

1.2 Project Purpose

The project consists of an intensive multi-annual programme of training in conference interpretation between Vietnamese and English (and possibly a second Community language).

1.3 Main Results

The envisaged results of the project are:

- 40 young Vietnamese graduates, selected from candidates who have passed aptitude tests in Vietnam (primarily in Hanoi and eventually in other cities), and 10 interpreter trainers will have been trained;

- These interpreters will, in a spirit of reciprocity, made available to interpret at meetings between Vietnam and the European Union or its representatives;

- A European Interpreter Training Centre (EITC) will be established in the Institute for International Relations in Hanoi, to provide English (or possibly other language)/Vietnamese interpreters training.

1.4 Location

The project will be implemented in Vietnam and in Europe.

1.5 Logical Framework

The Logical Framework for the project is annexed as Attachment 2. This may be updated or adapted in the Overall Work Plan, to which it will then be annexed, without necessitating an amendment to the Financing Agreement.

2. PROJECT DESCRIPTION

The Commission's Joint Interpreting and Conference Services (SCIC) provides the project with high level interpreting training and techniques to be delivered to the trainees, who will get a scholarship similar to Commission's trainees.

The project includes a training programme for up to 40 trainees, who will be selected by SCIC officials and will participate in a 5-months programme at the Commission's services in Brussels, where they will receive a scholarship and have a status similar to EC stagiaires.

Up to 10 interpreter trainers will be attached to trainees' groups for a 3-months period, during which they will assist SCIC trainers and study training methods. Because of their senior positions and short period of stay, scholars receive one-and-a-half times the normal trainee scholarship.

A minimum of five out of the six groups and of 33 interpreters and 8 interpreter trainers will be instructed in English. The sixth group with a maximum of 7 interpreters and 2 interpreter trainers could be instructed in other European Union languages. The final decision will be taken by SCIC in consultation with the Vietnamese authorities during selections.

Between one and two weeks are allocated to visit Member States' Universities or specialised Schools/Institutions, to professionally upgrade and improve the trainees' knowledge of EU policies and Member States. The choice of the Member State will vary according to the language chosen.

Prior to their traineeship, scholars who need to improve their level of English language and phonetics will attend a language course (up to 4 months long) at a language institute in Vietnam.

With the conclusion of the Training Programme, a European Interpreter Training Centre (EITC) will be established in the Institute for International Relations (IIR) in Hanoi. The EITC will provide principally English/Vietnamese interpreters training as a follow up to the project and training in other European Union languages.

The IIR will be in charge of the EITC's management and sustainability. According to availability, the EC Delegation in Vietnam will provide support to the EITC for the preparation of training programmes.

2.1 Programme of activities

- **Preparation**

  An English language and phonetic course will be organised and held by a language institute in Vietnam for trainees who need to improve their language level to be able to attend to the Training Programme;

- **Training Programme**

  The following 5-months Training Programme will consist of:

1. Professional upgrading;
2. Teaching interpretation techniques used in the European Institutions;
3. Overview of EU policies and working provided by visiting speakers from EU institutions and Member States;
4. Visits to bodies with an interest in EU-Vietnam relations;
5. Study visits to UK/Ireland and to other Member States: three weeks are allocated to professional upgrading at a University and to improve trainees' knowledge of EU policies and Member States;

The indicative course structure is the following:

WEEK	INDICATIVE COURSE STRUCTURE
1-2	Administrative formalities, General introductory traineeship lectures, Initial skills assessment.
3-5	The basic "approach": listening, analysis and reformulation
6	Introduction to note-taking in consecutive interpretation
7-8	Consolidation of note-taking, First assessment (Test 1).
9-11	Language enhancement study-visit to UK/Ireland.
12	Introduction to simultaneous interpreting.
13-15	Consolidation of simultaneous interpreting techniques, Upgrading of consecutive skills, Second assessment (Test 2).
16-20	Simultaneous consolidation, Special techniques.
20	Graduation ceremony.

During the course, trainees will have special assignments covering:

- Preparation and presentation of speeches
- Simulated conferences
- Country presentations
- Glossary-building

- **European Interpreter Training Centre (EITC)**

Establishment of a European Interpreter Training Centre (EITC) in the Institute for International Relations in Hanoi (IIR). In a two weeks mission, a SCIC official will start up the conception and structure of the EITC's training activities and participate in its inauguration on the occasion of a reception of former trainees. The EITC will be then managed by the IIR.

2.2 Activity schedule and Indicative timetable

The project's activities will be implemented over a period of 36 months, starting from the date of entry into force of the Financing Agreement .

- **Phonetic English language courses**

  Held in Vietnam to Group 2, 3, 4, 5, 6 traineeship, for a period of up to 4 months

- **Training Programme**

  Target objective : Total of up to 40 interpreters and 10 interpreter trainers

  Indicative schedule

1	Half year	5 >7 trainees and 1 visiting scholar
2	Half year	5 >7 trainees and 1 visiting scholars
3	Half year	5 >7 trainees and 2 visiting scholars
4	Half year	5 >7 trainees and 2 visiting scholars
5	Half year	5 >7 trainees and 2 visiting scholars
6	Half year	5 >7 trainees and 2 visiting scholars

All individual legal commitments to be made for the implementation of the project will have to be concluded within the aforementioned period of 36 months.

- **Establishment of a European Interpreter Training Centre (EITC)**

  With the conclusion of the Training Programme, in a two weeks mission, a SCIC official will start up the conception and structure of the EITC's training activities and participate at its inauguration and reception of former trainees.

2.3 Project Costs and Financing

The total cost of the project is estimated at **850.000 Euro**, financed by the EC.

Mission costs for the selection of candidates will be entirely covered by the SCIC.

The table below summarises the project budget:

Category Breakdown	Total
1. Establishing of a European Interpreter Training Centre	**14.220**
1.a Replacement cost of a SCIC expert	7.200
1.b Mission's fees	5.520
1.c Former trainees' reception	1.500
2. Language Enhancement in Vietnam	**35.000**
3. Scholarships	**178.850**
4. Participants travel costs	**50.000**
5. Course Programme	**521.760**
5.a SCIC trainers replacement cost	144.000
5.b Study visit	293.760
5.c Language upgrade in Brussels	36.000
5.d Other operational costs	48.000
6. Visibility activities	**13.000**
7. Contingencies	**37.170**
TOTAL	**850.000**

2.5 Re-allocation of EC Funds

Any reallocation of the funding provisions for individual components within the project budget which might become necessary to take account of the relative progress and achievements of the different components shall be signalled by the SCIC in the annual revisions of the project Work Plan.

2.6 Implementation

The project will be implemented operationally and financially by the Joint Interpreting and Conference Service. To this end, a subdelegation will be established by AIDCO to the SCIC.

2.7 Planning and Reporting

Workplans and reports to be submitted by SCIC shall conform to the EC standard format and include at least:

- Overall Work Plan and Budget (OWP) as well as the first Annual Work Plan and Budget (AWP) to be submitted within three months of start of the project's implementation;
- successive Annual Work Plans and Budgets (AWP).

Any deviation in the AWP from the OWP has to be clearly presented and justified. If considered valid, it automatically initiates a procedure for the approval of a revised OWP prior to the approval of the AWP and its start up.

2.8 Monitoring and Evaluation

Day-to-day technical and financial monitoring will be a continuous process as part of SCIC's responsibilities. In addition, the project will be subject to a midterm and end of project review through external consultants and to regular monitoring.

2.9 Financial Management

EC disbursements for the implementation of the present project will be executed after verification of the conformity of the expenses with the needs established in the work programme and in accordance with the availability of annual budgetary appropriations.

2.10 Visibility

Public relations and awareness raising will be designed to increase the visibility, and thus the effectiveness, of the project. They will also serve to give European Commission co-operation maximum visibility.

Particular attention will be given to the promotion of the project at exhibitions, conferences and similar events, as well as in all public and official written material connected with the project. All such activities shall be conducted in close collaboration with the Commission Delegation to Vietnam. All equipment and documentation connected with the project shall carry the European Community flag.

3. SPECIAL CONDITIONS

- The Government of Vietnam will invite the EC to take part in meetings with the Government and other international donors, which focus on the co-ordination of programmes being implemented in Vietnam.

- The Government of Vietnam will grant to the EU staff of the project - and to their families - benefits, privileges and exemptions which are no less favourable than those granted to expatriates under other bilateral or multilateral agreements or arrangements for technical co-operation.

- The Government of Vietnam will guarantee that the beneficiaries of the training will undertake to remain with the designated ministries for a duration determined by the national authorities.

- The Government of Vietnam will make available the beneficiaries of the training, releasing them from their normal duties, to interpret at meetings between Vietnam and the European Union or its representatives, in a spirit of reciprocity and without financial EC contribution.

- releasing them from their normal duties Attachment 1

Table n°1

SERVICE CONTRACTS CONCLUDED IN THE FRAMEWORK OF DECENTRALISED PROCUREMENT PROCEDURES [1] [2]

Value of contract(s) (in Euro)	5000[3] < 200.000	> 200.000
Eligibility	Community, beneficiary country as defined in the relevant Council regulation	Community, beneficiary country as defined in the relevant Council regulation
Procedure	Framework contract or Simplified procedure	Restricted invitation to tender Forecast of invitations to tender and contract notices published in OJ and on the EuropeAid Co-operation Office web site
Number of firms consulted or invited to tender	Minimum 3	Shortlist 4-8 firms
Approval of invitation to tender file	Contracting Authority with agreement of delegation	If standard dossier – Delegation, otherwise Commission headquarters
Assessment of tenders	Framework contract[4]: Commission Headquarters Simplified procedure: Contract award committee with participation of delegation, as observer	Contract award committee with participation of Delegation, as observer
Award decision	Framework contract: Commission Headquarters Simplified procedure: Contracting Authority with agreement of Delegation	Contracting Authority with agreement of Delegation
Contract	Framework contract: Commission Simplified procedure: Contract signed by Contracting Authority, endorsed by Delegation	Contract signed by Contracting Authority, endorsed by Delegation

[1] Contracting Authorities: Project Management Units, Recipients
[2] Decisions on derogation from any aspect of the tender procedure and award decision fall under the competence of Commission Headquarters (EuropeAid Co-operation Office Directorate D)
[3] Up to 5.000 Euro the Contracting Authority awards contracts through direct agreement with 1 company
[4] For the time being Framework contracts will be managed by Commission headquarters

Table n°2

SUPPLY CONTRACTS CONCLUDED IN THE FRAMEWORK OF DECENTRALISED PROCUREMENT PROCEDURES [5] [6]

Value of contract(s) (in Euro)	5 000[7]<x<30 000	30 000<x<150 000	x>150 000
Origin	Community, beneficiary countries as defined in the relevant Council regulation	Community, beneficiary countries as defined in the relevant Council regulation	Community, beneficiary countries as defined in the relevant Council regulation
Procedure	Simplified procedure	Open invitation to tender – publication in local press.	International invitation to tender – publication in OJ, local press and EuropeAid Co-operation Office Web Site.
Number of firms consulted or invited to tender	At least 3	Open	Open
Approval of invitation to tender file	Contracting Authority	Delegation	If standard dossier, Delegation – otherwise Commission Headquarters
Assessment of tenders	By the Contracting Authority	Assessment committee on which delegation is entitled to sit, as observer	Assessment committee with participation of delegation as observer
Award decision	Contracting Authority	Contracting Authority with agreement of the delegation	Contracting Authority with agreement of the Delegation
Contract	Contract signed by Contracting Authority Copy and supporting documents filed	Contract signed by Contracting Authority, then by contractor	Contract signed by Contracting Authority endorsed by Delegation, then signed by contractor

[5] Contracting Authorities: Project Management Units, Recipients

[6] Decisions on derogation from any aspect of the tender procedure and award decision fall under the competence of Commission Headquarters (EuropeAid Co-operation Office Directorate D)

[7] Up to 5.000 Euro the Contracting Authority award contracts through direct agreement with 1 company, non-respect of the rule of origin

Table n°3

WORKS CONTRACTS CONCLUDED IN THE FRAMEWORK OF DECENTRALISED PROCUREMENT PROCEDURES [8] [9]

Value of contract(s) (in Euro)	5000[10]<x<300.000	300.000<x<5.000.000	x>5.000.000
Procedure	Simplified procedure	Invitation to tender – publication in local press	International invitation to tender – publication in OJ, local press and EuropeAid Co-operation Office Web Site.
Number of firms consulted or invited to tender	At least 3	Open	Open
Approval of invitation to tender file	Contracting Authority	Delegation	Delegation and Commission Headquarters
Assessment of tenders	By the Contracting Authority	Assessment committee on which Delegation is entitled to sit, as observer	Assessment committee with participation of Delegation, as observer
Award decision	Contracting Authority	Contracting Authority with agreement of Delegation	Contracting Authority with agreement of Commission Headquarters
Contract	Contract signed by Contracting Authority Copy and supporting documents filed	Contract signed by Contracting Authority, then by contractor	Contract signed by Contracting Authority endorsed by Commission Delegation, then signed by contractor

[8] Contracting Authorities: Project Management Units, Recipients

[9] Decisions on derogation from any aspect of the tender procedure and award decision fall under the competence of Commission Headquarters (EuropeAid Co-operation Office Directorate D)

[10] Up to 5.000 Euro the Contracting Authority award contracts through direct agreement with 1 company

Project Structure	Indicators of Achievement	Means of Verification	Assumptions, risks and conditions
General Objective • Provide the Vietnamese Government and the EU with high skilled interpreters for negotiations in international fora	• Better development of negotiations/communication in international fora	• Severe selection and final exams certificates to trainees and trainers	Assumptions/Conditions: • Permanence of the interpreters at current posts in Ministries or Universities for relevant time Risks: • Interpreters leave the Vietnamese Government to work in the private sector
Specific Objectives • Organise and provide interpreter training for 40 Vietnamese trainees • Organise and provide interpreters' trainers training to 10 Vietnamese trainers • Establish and launch a European Interpreter Training Centre (EITC) in the IIR in Hanoi • Create a pool of highly qualified interpreters for international fora • Provide EU with qualified interpreters for bilateral contacts	• IIR follow up to activities launched at EITC • Smoother negotiations at international fora	• Severe selection and final exams certificates to trainees and trainers • SCIC monitoring • Delegation of the Commission in Hanoi monitoring • Participation of the Commission or Member States in international fora	Assumptions/Conditions: • High quality of candidates • Interpreters will be released for working at meetings of the EU in Vietnam Risks: • Not enough high level candidates • Interpreters leave the Vietnamese Government to work in the private sector • No follow up of activities in the EITC

Project Structure	Indicators of achievement	Means of Verification	Assumption, Risks, Conditions
Inputs • EC financing of the project • SCIC expertise and technical assistance • Vietnamese high potential young interpreters and interpreters trainers	• Excellent selections of candidates by SCIC • Excellent results at final exams	• Detailed annual work programme and progress reports • External monitoring report – evaluation reports	Assumptions/Conditions: • High quality of candidates Risks: • Not enough high level candidates
Outputs • 40 high level Vietnamese interpreters for international fora • 10 high level Vietnamese interpreters trainers • A European Interpreter Training Centre in Hanoi • Smoother negotiations in International fora • Interpreter capacity of Vietnamese government strengthened • Interpretation assured for EU meetings in Vietnam	• IIR follow up to activities launched at EITC • Smoother negotiations at international for a • Follow-up of EITC's training activities by the IIR • More active participation of Vietnam at International fora	• Severe selection and final exams certificates to trainees and trainers • Delegation of the Commission in Hanoi monitoring • Participation of the Commission or Member States in international fora	Assumptions/Conditions: • High quality of candidates Risks: • Not enough high level candidates • Interpreters leave the Vietnamese Government to work in the private sector • No follow up of activities in the EITC