ADDENDUM

to

AGREEMENT

between

THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM

and

THE GOVERNMENT OF THE KINGDOM OF NORWAY

regarding

Assistance to Development of Management Systems on Safety and Working Environment and Environment Pollution Control in the Vietnamese Petroleum Industry

Vụ Luật pháp và Điều ước quốc tế
Bộ Ngoại giao

WHEREAS the Government of the Socialist Republic of Vietnam ("Vietnam") and the Government of the Kingdom of Norway ("Norway"), have entered into an agreement dated 9th October 1996 on Norwegian assistance to Development of Management Systems on Safety and Working Environment and Environment Pollution Control in the Vietnamese Petroleum Industry ("the Agreement"),

WHEREAS Norway upon request dated 13th March 1999 from Vietnam has decided to provide further assistance to the Project through a new component: Environmental Monitoring from Ke Ga cape to Ca Mau cape ("the Sub-Project"),

NOW THEREFORE Vietnam and Norway have reached the following understanding, which shall constitute an Addendum to the Agreement:

Article I

1. Norway shall subject to Parliamentary appropriations, on the terms and procedures set out or referred in the Agreement and this Addendum, provide a grant not exceeding NOK 1.700.000 (Norwegian Kroner onemillionsevenhundredthousand) ("the Grant") for assistance to the Sub-Project in the planned period 2000 - 2001.

2. The Grant shall be used exclusively for the purpose of financing the Sub-Project as described in the document "Environmental Monitoring from Vietnam Ke Ga cape to Ca Mau cape - 2000" dated 7th April 2000.

The Goal of the Sub-Project is to ensure that the established Environment database shall serve as a basis for contingency planning and environmental monitoring towards potential polluters.

The Objective of the Sub-Project is to collect new resource data from Ke Ga cape to Ca Mau cape and register them in the Petrovietnam Database System, which was established during the first phase of SRV/0020 Project.

Article II

1. Article II, Clause 3 shall be deleted and replaced by:

For the implementation of the Sub-Project, Petrovietnam shall enter into an Institutional Contract with the Norwegian Pollution Control Authority ("SFT") regarding technical assistance ("the Contract").

SFT shall in addition enter into a contract with Research and Development Centre for Petroleum Safety and Environment ("RDCPSE") as sub-contractor to carry out defined activities under the Sub-Project.

The above mentioned Contracts shall be submitted to the Norwegian Agency for Development Co-operation ("NORAD") for written approval before entering into force.

2. Article II, Clause 4 shall be deleted and replaced by:

Representatives of Vietnam and Norway shall have a Final Consultation no later than 3 months after the completion of the Sub-Project in order to review the achievements and assess the efficiency of the Sub-Project.

3. Adding a new Clause 3 to Article VI of the Agreement:

Disbursements for the activities carried out by RDCPSE under the Sub-Project shall be carried out as follows:

- Upon signing of this Addendum and after signing the Institutional Contracts between Petrovietnam/ RDCPSE and SFT, 30% of the amount of the Sub-Contract signed between SFT and RDCPSE will with approval from SFT be transferred to a separate project bank account of RDCPSE.
- Upon receipt of certification of completion of collection of samples from SFT, 40% of the total amount of the Sub-Contract between SFT and RDCPSE will be transferred directly to RDCPSE account against the receipt of a claim from RDCPSE with approval from SFT.
- Upon receipt and approval of: a) certification of completion of the Sub-Project from SFT, b) final report and certified statement of accounts from Petrovietnam and c) audit report of accounts from an international auditing company, the rest of the amount, but not exceeding 30% of the total amount of the Sub-Contract will be transferred to the said account.

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4. Article VII of the Agreement shall be deleted and replaced by:

1. PetroVietnam shall submit to NORAD and Ministry of Planning and Investment ("MPI") a mid-term Report on the implementation of the Sub-Project, after completion of collection of samples from SFT, related to Goal and Objective. A format for the mid-term report is given in Annex II to the Agreement.

   The mid-term Report shall include:
   - Progress report, giving information on actual outputs compared to planned outputs, work-plans and time schedules, use of inputs, problems encountered or foreseen and other information related to the implementation;
   - Project accounts related to agreed budget, specifying income from all sources and all expenditures.

2. Petrovietnam shall submit to NORAD and MPI a Final Report within 2 months after the completion of the Sub-Project.

   The Final Report shall give a summary of outputs and activities undertaken, achievements compared to Goal and Objective and an assessment of the efficiency of the Sub-Project. The report shall include a certified statement of account comprising all expenditures incurred in the Sub-Project.

   The Final Report shall serve as a basis for the Final Consultation mentioned in the Article II, Clause 2 of this Addendum.

3. All documentation pertaining to the accounts shall be made available to NORAD and MPI on request.

4. PetroVietnam shall submit audited Project accounts no later than three months after termination of the Sub-Project. The audit, mentioned in Article II, Clause 3 of this Addendum shall be performed by an external auditor proposed by PetroVietnam and approved in writing by NORAD. The audit shall certify:

   - the principles adhered to during the audit;
   - the total flow of funds, from receipt to final use on the various activities;
   - an assessment of the correctness and completeness of the figures in the accounts and that the accounts reflect the actual situation in the Sub-Project;
   - any essential findings from the audit

   The cost of the audit shall be covered by the Grant.

Article III

1. This Addendum shall enter into force on the date of its signature and shall remain in force until both Parties have fulfilled all obligations arising from it. Whether these obligations shall be regarded as fulfilled shall be determined in consultation between the Parties.

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2. Notwithstanding the previous paragraph both Parties may terminate the present Addendum by giving three months written notice to the other Party.

In witness whereof the undersigned, acting on behalf of their respective Governments, have signed the present Addendum in two originals in the English language.

Done in Hanoi on this 31st day of October, 2000

Vo Hong Phuc, Vice-Minister
Ministry of Planning & Investment
For the Government of the
Socialist Republic of Vietnam

Jens Otterbech, Ambassador
of Norway to Vietnam
For the Government of
the Kingdom of Norway

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ANNEX I

To Addendum dated between Vietnam and Norway

Sub-Project Summary

Sub-Project name:	SRV-0020, Petrovietnam, Environmental Monitoring from Ke Ga Cape to Ca Mau Cape
Implementing Organization:	Petrovietnam/ Research and Development Center for Petroleum Safety and Environment (RDCPSE)
Norwegian Co-operating institution:	Norwegian Pollution Control Authority (SFT)
Goal:	The established Environment database shall serve as a basis for contingency planning and environmental monitoring towards potential polluters.
Objective:	To collect new resource data and monitoring data from Ke Ga cape to Ca Mau cape and register them in Petrovietnam Database System, which was established during the first phase of SRV-0020 project.
Output:	- Provide a set of environmental monitoring data for combat strategy against oil spill. - Detect environmental changes in the period from 1997 to2000. - Update the existing environmental database system.
Activities:	- Collect environmental resource data vulnerable to oil spills. - Carry out the environmental monitoring program from Ke Ga cape to Ca Mau cape on 38 stations including 9 offshore, 17 coastline and 12 onshore with total 514 samples.
Duration:	12 months

Cost estimate and financing plan:

Total cost estimated for the Project is: NOK 2.417.500 in which the Vietnamese side contributes NOK 717.500, or 30% and NORAD contributes NOK 1.7 million, or 70%.

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NORAD's contribution is limited to:

	Tentative distribution
Technical assistance from SFT:	NOK 145.960
Data collection:	" 175.000
Offshore sampling:	" 399.245
Coastline and onshore sampling:	" 250.750
Sample analysis:	" 612.045
Audit & contingency:	" 117.000
Total	**NOK 1.700.000**

(at the rate USD 1 = NOK 8.75)

Financing plan:

2000 = NOK 1.200.000
2001 = NOK 500.000

Total NOK 1.700.000

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BỘ NGOẠI GIAO

Số : 95 /LPQT

SAO Y BẢN CHÍNH
(Để thực hiện)

Hà Nội, ngày 08 tháng 11 năm 2000

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

Trần Duy Thi

Nơi nhận :

- Văn phòng Chính phủ (để báo cáo),
- Bộ Kế hoạch và Đầu tư,
- Bộ Công nghiệp,
- Bộ Khoa học, Công nghệ và Môi trường,
- Bộ Tài chính,
- Ngân hàng Nhà nước Việt Nam,
- Tổng cục Hải quan,
- Đại sứ quán Việt Nam tại Thụy Điển,
- Vụ Châu Âu 2,
- Vụ LPQT,
- Lưu trữ.

Bổ sung Hiệp định giữa Chính phủ nước Cộng hoà xã hội chủ nghĩa Việt Nam và Chính phủ Vương quốc Na Uy về dự án hỗ trợ phát triển hệ thống quản lý về an toàn và môi trường làm việc và kiểm soát ô nhiễm môi trường trong công nghiệp dầu khí Việt Nam có hiệu lực từ ngày 30/10/2000.

Vụ Luật pháp và Điều ước quốc tế
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