FRAMEWORK AGREEMENT ON
VIET NAM - SINGAPORE CONNECTIVITY

The Government of the Socialist Republic of Viet Nam and the Government of the Republic of Singapore (hereinafter referred to collectively as "the Parties" or "both Parties", or individually as "each Party" or "a Party").

Conscious of their traditional friendship and growing trade and investment relationship;

Desiring to develop and strengthen economic and trade relations between the two countries on the basis of equality and mutual benefit;

Desirous of elevating multi-faceted cooperation between the two countries to a higher and closer bilateral plane with focus on key areas for the socio-economic development and prosperity of both countries;

Resolved to maximise the economic potential of both countries through bilateral cooperation mechanisms so as to respond to new global and regional challenges;

Desiring to improve the efficiency and competitiveness of their goods and services sectors and expand trade and investment between them;

Recognising that strengthening of their closer economic partnership will bring economic and social benefits and improve the living standards of their people;

Building on their rights, obligations and undertakings under the various multilateral, regional and bilateral agreements and arrangements to which both countries are parties thereto;

Recognising their commitment to securing trade liberalisation and an outward looking approach to trade and investment;

Recalling the meeting between their respective Prime Ministers in March 2004 to consider bilateral cooperation and partnership across a wide range of areas so as to complement and capitalise on each other's advantage for mutual economic benefit and prosperity;

Desiring to implement the Joint Declaration between the Socialist Republic of Viet Nam and the Republic of Singapore on the Framework for Comprehensive Cooperation in the 21st Century;

Have agreed as follows:

Article 1

Objectives

The Parties agree to work together to formulate and implement policies for their mutual benefit and which will promote, facilitate and enhance trade, investment and private initiatives, good infrastructure, international practices, and also develop a skilled and disciplined workforce and a large number of managers with knowledge of international markets in order to achieve high economic growth and realise the full potential of their respective economies.

Article 2

Scope

This Agreement shall apply to the following sectors/areas as well as any other sectors/areas as may be mutually agreed between the Parties in the course of review of this Agreement pursuant to Article 4(2) of this Agreement:

(a) Education and Training (Annex 1);

(b) Finance (Annex 2);

(c) Information Technology and Telecommunications (Annex 3);

(d) Investment (Annex 4);

(e) Trade and Services (Annex 5); and

(f) Transportation (Annex 6).

Article 3

Commission for Cooperation

1. The Viet Nam-Singapore Commission for Cooperation (VSCC) set up under the Memorandum of Agreement setting up the Viet Nam - Singapore Commission for Cooperation between the Governments of the Socialist Republic of Viet Nam and the Republic of Singapore shall supervise the implementation progress of the action plan, programme and activity referred to in Article 4 of this Agreement. The VSCC shall also set the direction for new initiatives to be developed under this Agreement.

2. At the written request of either Party for a review of this Agreement or changes to any action plan, programme or activity referred to in Article 4 of this Agreement, the Commission referred to in paragraph 1 shall transmit the request upon its receipt to the competent authority nominated respectively by each Party for expeditious consideration and endorsement if such authority thinks fit.

Article 4

Details

1. The relevant authorities or agencies of the Parties shall meet to discuss, negotiate and work expeditiously on the details of action plans, programmes and activities for the sectors/areas referred to in Article 2 of this Agreement (including the prescribed timeframes and roadmaps) which are to be completed for endorsement by competent authority nominated respectively by each Party before any action plan, programme or activity is implemented or carried out.

2. Any action plan, programme or activity negotiated and agreed to by the relevant authorities or agencies of the Parties may either be automatically annexed by the Parties as Appendices forming an integral part of this Agreement, or be set out in a separate bilateral agreement which shall be deemed to form an integral part of this Agreement.

Article 5

Funding and Resources

1. Each Party shall be responsible for its own costs and expenses in relation to this Agreement or any action plan, activity or programme undertaken hereunder.

2. The Government of Singapore may at its discretion provide funding for any action plan, activity or programme undertaken pursuant to this Agreement under its Indo-China Assistance Fund, Third Country Training Programmes or draw funds from the private sector participants which stand to benefit from this Agreement.

3. Consultancy firms of the Parties or any other international consultancy firm may, at the request of the Parties and subject to payment of the requisite fees or reimbursement of any costs incurred in a manner as may be mutually agreed between the Parties, provide in-depth consultancy services and undertake studies to determine the best way of achieving the objectives of this Agreement.

Article 6

Intellectual Property Rights

1. The title to, and intellectual property rights in, or in relation to, any material supplied by one Party to the other Party for the purposes of any action plan, activity or programme undertaken pursuant to this Agreement shall remain with the Party supplying the material and such title and rights will be respected and protected by the Party receiving the material.

2. All intellectual property rights developed independently by a Party in connection with any action plan, programme or activity undertaken pursuant to this Agreement shall be owned solely by that Party unless that Party does not wish to own any such rights and on its own accord allows either the other Party or any third party to own any such rights.

3. All intellectual property rights developed as a result of joint efforts or resources of both Parties in connection with any action plan, programme or activity undertaken pursuant to this Agreement shall be owned jointly by both Parties unless either or both do not wish to own jointly any such rights, and by agreement between them, allow either one of the Parties to own solely any such rights, or any third party to own any such rights.

4 Both Parties shall ensure that their respective domestic laws provide for the registration, maintenance and protection of the intellectual property rights referred to in paragraphs 1, 2 and 3, and also agree that it shall be open to any aggrieved Party or any third party which is allowed by either Party or both Parties to own any of the aforesaid intellectual property rights to institute legal action and pursue legal remedies in any third country for any infringement of any of the aforesaid intellectual property rights.

Article 7

Confidentiality of Information

Neither Party shall disclose or distribute to any third party any confidential information that is supplied to it by the other Party in the course of implementing or carrying out any action plan, programme or activity undertaken pursuant to this Agreement except as and to the extent authorised in writing to do so by the other Party.

Article 8

Amendments and Editions

This Agreement may be amended or edited from time to time by mutual written consent of the Parties. Any amendment or edition which has been agreed upon by the Parties shall enter into force after the Parties have exchanged written notifications certifying that they have completed any necessary internal legal procedures and on such date or dates as may be agreed between them in the written notifications. Any agreed amendment and edition shall be deemed to be an integral part of this Agreement.

Article 9

General Exceptions

Nothing in this Agreement shall prevent a Party from taking any action or adopting any measure which it considers necessary for the protection of its national security, the protection of public morals, the protection of human, animal or plant life and health, and the protection of articles of artistic, historic and archaeological value.

Article 10

Disputes

Unless otherwise specifically provided for in any action plan, programme or activity negotiated and agreed to by the relevant authorities or agencies of the Parties pursuant to Article 4 of this Agreement, any dispute arising out of or in connection with this Agreement or any action plan, programme or activity undertaken pursuant to this Agreement shall be settled amicably by consultations and negotiations between the Parties either through the Viet Nam-Singapore Commission for Cooperation (referred to in Article 3) or any other competent authority nominated respectively by each Party .

Article 11

Entry into Force, Validity and Termination

1. This Agreement shall enter into force after the Parties have exchanged written notifications certifying that they have completed any necessary internal legal procedures and on such date or dates as may be agreed between them in the written notifications, and shall remain in force until terminated by either Party giving six months' written notice in advance through diplomatic channels to the other Party of its intention to terminate it.

2. The termination of this Agreement shall not affect the validity of any action plan, programme or activity carried out or implemented pursuant to this Agreement which have been completed or are already in progress at the date of termination of this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorised by the Parties, have signed this Agreement in Singapore on December 6 in the year 2005,

Done in two originals in the English language.

For and on behalf of the Government of the Socialist Republic of Viet Nam

Minister of Trade

TRUONG DINH TUYEN

For and on behalf of the Government of the Republic of Singapore

Minister for Trade & Industry

LIM HNG KIANG

Action Plan – Transportation

VN: MOT-Ministry of Transport; CAAV-Civil Aviation Administration of Viet Nam; Vinamarine-Viet Nam Maritime Administration

SG: MOT-Ministry of Transport; CAAS-Civil Aviation Authority of Singapore; IE Singapore-International Enterprise Singapore Board; MPA-Maritime and Port Authority; EDB-Economic Development Board; LTA-Land Transport Authority

(a) Aviation

Activities	Objective	Time	Focal Point
1. **Strengthen Civil Aviation Co-operation**			
a) Enhance Bilateral Air Links			
- To cater to the strong traffic demand and Viet Nam's desire to develop air cargo services, Singapore proposes the following increases in passenger and cargo capacity entitlements: ➢ An increase of 1,300 one-way weekly seats (or a 30% increase in seat capacity) with 3rd/4th freedom passenger traffic rights between Singapore and Ho Chi Minh City (over and above the Air Services Agreement reached in December 2004). ➢ 14 weekly all-cargo services with full 3rd/4th/5th freedom traffic rights.	Expand passenger and cargo air links between the two countries to support the whole spectrum of activities under this Agreement	- Ongoing	**VN**: MOT/CAAV **SG**: MOT/CAAS
- The civil aviation authorities of the Parties have discussed and agreed on additional passenger capacity		- 2005	

Activities	Objective	Time	Focal Point
entitlements, among others, and have reported the outcome to their respective Prime Ministers before the signing of this Agreement.			
- Both Parties will continue to review passenger and cargo capacity requirements to support the growing economic links between the two countries.		- Ongoing	
- Singapore will continue to facilitate the operations of existing and new Vietnamese carriers to and beyond Changi Airport, including the provision of incentives where applicable.		- Ongoing	
b) Human Capacity Building			
- Recognising the importance of enhancing training co-operation in civil aviation, Singapore is prepared to provide 15 fellowships over 2 years i.e. 2006-2007 for Vietnamese civil aviation officials to attend courses, where available, at the Singapore Aviation Academy in the following fields such as Airport operation and management; Air transport regulation and policy and Air law.	Explore further training opportunities in civil aviation.	- Ongoing	**VN**: MOT/CAAV **SG**: MOT/CAAS
2. Cooperation in the development, management and operation of Vietnamese airports			
- Viet Nam will facilitate Singaporean aviation service providers to meet with Vietnamese relevant agencies and	To encourage cooperation	- Ongoing	**VN**: MOT **SG**: MOT, IE

Activities	Objective	Time	Focal Point
service providers to explore possible co-operation. - Viet Nam and Singapore to organise delegations to both countries to facilitate collaboration in the development, management and operation of Vietnamese airports, provision of aviation ground services.	between both countries in the development of Viet Nam's aviation sector.	- By end-Sep 2006	Singapore

(b) Sea Transport

Activities	Objective	Timeline	Focal Point
1. **Strengthen Maritime Co-operation** - Both Parties will revise the 1992 Singapore-Viet Nam Maritime Transport Agreement (MTA) to take into account developments in the shipping industry. - Both Parties agreed to add on provisions to facilitate cooperation in areas such as investment, management, use of seaports, shipping logistics, multi-modal transportation, warehousing and Inland Container Depots (ICDs), among others.	Explore areas of co-operation in the field of maritime transport for mutual benefit and to support the whole spectrum of activities under this Agreement.	- Complete by 31 March 2006	**VN**: MOT/Vinamarine **SG**: MOT/MPA
2. **Develop Viet Nam's logistics and multimodal**			

Activities	Objective	Timeline	Focal Point
transport connectivity with Singapore and the rest of the world - Both Parties will cooperate and work closely to keep their respective relevant authorities updated on the practical business environment in which the logistics multimodal sector in Viet Nam operates. ➢ To invite Singapore and Viet Nam freight forwarders, logistics providers and consumers of logistics services to participate and make recommendations to relevant authorities for improvements and facilitation of logistics partnership. - Both Parties will organise logistics delegations to visit their respective countries for business match-making to facilitate greater co-operation between their respective enterprises. - Both Parties will discuss the issue of wholly-owned business entities to provide logistics and multimodal transport services in accordance with their respective laws and regulations.	To strengthen cooperation in developing the logistics sector in Viet Nam	- On-going - By end-Sep 2006 - Ongoing	**VN**: MOT/ Vinamarine **SG**: MOT, IE Singapore
3. Development of Vietnamese seaports - To increase co-operation in the development of Vietnamese seaports, both Parties agreed on the following:	Co-operate on the overall development plan of the		**VN**: MOT/ Vinamarine **SG**: MOT, IE Singapore, EDB