

VIỆT NAM - THỤY ĐIỂN**BỘ NGOẠI GIAO**

Số: 60/2005/LPQT

Hiệp định riêng giữa Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Chính phủ Thụy Điển về tăng cường đào tạo Luật tại Việt Nam có hiệu lực từ ngày 25 tháng 5 năm 2005.

Hà Nội, ngày 02 tháng 6 năm 2005

TL. BỘ TRƯỞNG BỘ NGOẠI GIAO

KT. Vụ trưởng Vụ Luật pháp và Điều ước quốc tế
Phó Vụ trưởng

Nguyễn Thị Hoàng Anh

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Sida Contribution No:

46000266

**SPECIFIC AGREEMENT BETWEEN THE GOVERNMENT
OF THE SOCIALIST REPUBLIC OF VIETNAM AND THE
GOVERNMENT OF SWEDEN ON STRENGTHENING
LEGAL EDUCATION IN VIETNAM PHASE III
2005 - 2009**

The Government of the Socialist Republic of Vietnam (hereinafter referred to as Vietnam) and the Government of Sweden (hereinafter referred to as Sweden) have agreed as follows:

The Ministry of Justice in Vietnam and the Swedish International Development Co-operation Agency (Sida) represented by the Embassy of Sweden in Hanoi (the Embassy) shall be empowered to represent their respective Governments to sign this Agreement.

Hanoi Law University (HLU) and the Law University in Ho Chi Minh City (LUHCMC) shall be delegated powers in matters concerning the implementation of this Agreement in consultation with a Swedish consultancy partner.

ARTICLE 1 SCOPE AND OBJECTIVES OF THE AGREEMENT

Vietnam has decided to carry out a project called Strengthening Legal Education in Vietnam.

The overall objective of the project is to contribute to the development of a State based on the Rule of Law and the "Domoi Policy" through improving the legal professional training and performance of law students. This will be reached by accomplished curriculum, improved teaching methodology, an improved gender-equal lecturers qualifications and widening international co-operation.

In implementation of the overall objective, the project partners will pay attention to develop the effect of the project in regard of poverty reduction, human rights protection, HIV-AIDS prevention and gender issue.

The specific objectives are:

1. To develop a gender equal lecture force, applying modern teaching methods based on modern literature and a modern curriculum;

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2. To develop law libraries to modern standard and define their role in modern legal teaching;

3. To enhance legal education and project management and widening international co-operation.

The project shall be carried out in accordance with the Project Document titled Strengthening Legal Education in Vietnam of December 2004 as amended from time to time.

ARTICLE 2 THE SWEDISH CONTRIBUTION

Sweden shall support the implementation and monitoring of the project as specified in this Agreement within an amount of SEVENTY ONE MILLION FIVE HUNDRED THOUSAND Swedish kronor (SEK 71,500,000).

Out of this amount ONE MILLION Swedish kronor (SEK 1,000,000) are set aside for auditing and evaluating activities related to the project.

Sweden's above contribution is maximised to fixed amounts in SEK. The project's plans of operation shall be revised following fluctuations in exchange rate of US dollar.

The contribution shall be financed from the amount kept available by Sweden to Vietnam in Agreements on Development Co-operation.

ARTICLE 3 UNDERTAKINGS BY VIETNAM

Vietnam undertakes:

1. To implement the project and to provide resources as specified in this Agreement, particularly provide resources for and/or cover the costs of USD 651,000 mostly in kind such as personnel, office, conference rooms, library equipment, other facilities and project running costs;

2. The responsibility for the Swedish contribution being used efficiently for agreed purposes only;

3. To ensure that administration and internal control of project resources are adequately carried out;

4. To fulfil the following obligations:

- Qualified and relevant personnel for the carrying out of the project;

- Running costs for the Vietnamese administration of the project;
- Budget allowances to cover depreciation on equipment supplied, repair and replacement of equipment supplied. For the purposes of this Agreement, depreciation on IT equipment is calculated as 100% after a period of 5 years.

The types of costs that may be financed from the Vietnamese contribution are listed on the cost-sharing table attached to the Project Document.

ARTICLE 4 CONDITIONS FOR AND UTILISATION OF THE SWEDISH CONTRIBUTION

1. Only costs for activities carried out during the period from 1 June 2005 to 30 November 2009 may be financed by the Swedish contribution. After a period of six months from that latter date, the contribution in this Agreement shall not be available for payment.

2. The types of costs that may be financed from the Swedish contribution are listed on the cost-sharing table attached to the Project Document.

3. It is a prerequisite for the disbursement of Swedish funds that all resources for the project not provided by Sweden are allocated by Vietnam. Such an allocation as envisaged in the project document shall be made by a formal decision of the appropriate authority of Vietnam. If the project document does not specify when the allocation shall be made, the allocation shall be made sufficiently in advance of the provision of the Swedish resources to allow implementation to proceed according to agreed plans.

4. Sweden may, at any time, withhold disbursements if deviations from agreed plans and budgets occur; if misuse of funds or other resources takes place; if the resources to be allocated by Vietnam are not provided as planned; if the objectives of the project are endangered; if reports are not delivered as agreed; if the financial management of the project is not satisfactory; if Vietnam's obligations under previous agreements between Vietnam and Sweden on support to the project are not fulfilled; or if the project develops unfavourably in terms of the objectives in any other important respect.

5. Funds transferred to Vietnam under this Agreement and not utilised before 31 May 2010 for the financing of activities shall be repaid to Sweden within three months of that date.

6. Sida may, if substantial deviation from the Project Document titled Strengthening Legal Education in Vietnam of December 2004 and/or subsequent Plans of Operation has occurred, or if other conditions set out in this Article are not fulfilled or fully respected, reclaim the disbursed amount, wholly or in part, from Vietnam.

7. 1-2 female members shall gradually be included in the Swedish and/or Vietnamese Project Directors Board.

ARTICLE 5. PROCUREMENT

Procurement of goods, works and services shall be performed in accordance with internationally accepted principles and good procurement practices.

No offer, gift, payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, shall be accepted, either directly or indirectly, as an inducement or reward for the award or execution of contracts financed within this project.

Sweden may perform examinations of procurements. The examination can be made in the form of a procurement audit. Vietnam shall provide Sweden with all the necessary documentation relating to the project.

For procurement of goods, works and services carried out by the Vietnamese Project Directors Board, Sida's procurement rules shall apply (Annex 1).

At the request of either of the Parties, consultations shall be held on any matter pertaining to procurement under this Agreement.

ARTICLE 6. PLANNING, REVIEW, REPORTING AND EVALUATION

1. An Annual Review Meeting shall be held every year. The Parties shall agree on forms and frequency of Intermediate Reporting and intermediate Review Meetings. Agreed Minutes shall be prepared and signed before a Review Meeting is closed.

2. A draft Annual Progress Report shall be presented to the Embassy 15 days before the Annual Review Meeting. The Annual Review Meeting may decide that this report shall be revised, in which case a date for the provision of the final report shall be stated in the Agreed Minutes.

3. An Annual Work Plan with budget for the forthcoming year shall be presented to the Embassy 15 days before the Annual Review Meeting as a draft for analysis and subsequent discussion at the Annual Review Meeting. The final Annual Work

Plan based on the agreements reached at the Annual Review Meeting shall be submitted to the Embassy for approval 15 days after the Annual Review Meeting.

4. An Annual Financial Report shall be submitted to the Embassy no later than 20 days after closure of the financial year. The report shall be based on the statement of accounts and cover revenue and expenditure for the entire operation including all sources of financing. Intermediate financial reporting routines shall be agreed between the Parties taking into account, that an approved financial report is a prerequisite for disbursements dealt with in Article 8.

5. The Embassy shall report to Vietnamese Project Directors Board on all relevant transactions made by Sweden for the project. This information shall be submitted not less than 15 days before the report from Vietnam is due.

6. A Completion Report shall be submitted to the Embassy as a draft no later than 30 days before the Final Review Meeting. After joint consideration of the draft, the report shall be amended and finalised and submitted to the Embassy within 30 days of the meeting. If the Final Review Meeting for some reason will not be held, the Draft Completion Report shall be submitted to the Embassy 30 days before the expiration of the project's activity period and the Final Completion Report within 30 days of receiving comments.

7. An Evaluation will be made one year prior completion of the third and final phase of the co-operation. The Parties shall agree on the terms of reference and the procedures for its implementation during the preceding annual review meeting.

Further information on contents and format is provided in Sida's Guidelines for Planning, Reporting and Audit, which shall be distributed to Vietnam by Sweden. The Guidelines are also available at www.sida.se/partnerpoint.

The Project Directors Board shall promptly inform the Embassy if reports and plans cannot be submitted as agreed. Annual reviews will not be held and new funds will not be disbursed until the required documents have been received. Irrespective of agreed reporting routines, the parties shall promptly inform each other if a situation arises that makes it likely that the project will not be carried out as agreed.

The Project Directors Board shall provide the Embassy with any other information regarding the project that Sweden may reasonably request and enable Swedish representatives to visit project locations and inspect property, goods, records and documents relating to the project. Vietnam shall co-operate with and assist Sweden in the

performance of follow-ups and evaluations of the impact of the project. The obligations of Vietnam in this respect shall apply also to previously agreed support provided by Sweden to the project.

ARTICLE 7. DIALOGUE

Sweden and Vietnam shall during the implementation of the project maintain a dialogue on the following issues:

- Gender equality at the Universities, in legal education and in the implementation of the project;
- HIV/AIDS awareness among the students and the teachers and mainstreaming of HIV/AIDS considerations in legal education;
- Integration of a human rights based approach in implementation of the project and in legal education.

ARTICLE 8. DISBURSEMENT

Disbursement of the Swedish contribution shall be made as follows,

a) Disbursement to Vietnam

The Swedish contribution to costs incurred in Vietnam will be disbursed as follows:

- The Embassy shall make payments for local costs to HLU/LUHCMC/Sida project accounts respectively up on request from Vietnamese Project Directors Board;
- The Embassy shall make payments directly to local services/goods providers. The Project Directors Board shall confirm the completion of services/goods delivery in writing before any such payment is made.

A prerequisite for disbursement is that the requirements in Article 4 are fulfilled and that progress and financial reporting as stipulated in Article 6 is submitted by The Project Directors Board and approved by the Embassy. Each disbursement request needs to include or refer to a progress and financial report, as stipulated in Article 6. No disbursement can be made until the Embassy has approved the request.

Disbursements of contributions shall only be made against a requisition signed by an authorised person on behalf of Vietnamese Project Directors Board.

Disbursements of Swedish contributions shall only be made against a disbursement request in original from Vietnam. Authorized to sign the disbursement request on

behalf of Vietnamese Project Directors Board is the Project Director or his/her designated representative. Vietnam shall inform Sweden of any new designation.

Disbursement will be made quarterly, in accordance with expended contribution.

The disbursement request shall contain the following information and the disbursement be made accordingly:

- The words “disbursement request” shall be included in the heading;
- The Sida Contribution ID;
- The name of the project;
- The requested amount in USD;
- The recipient’s bank, bank address, account number/IBAN No, account holder, clearing number/sort code, SWIFT-code and currency of the account;
- Financial report on use of previous disbursements or reference to such report.

The disbursement request shall be signed and addressed to the Embassy.

b) Payments made by Sweden

Payment shall be made by Sweden directly to suppliers, consultants and personnel contracted by Sweden.

Sida shall pay the invoices of the technical assistance consultant based on the contract signed between Sida and the consultant, and inform Vietnamese Project Directors Board.

ARTICLE 9. AUDIT

The project shall be audited annually. The audit shall be carried out by an external, independent and qualified auditor. The audit shall be carried out in accordance with international standards issued by International Organisation of Supreme Audit Institutions (INTOSAI) or International Federation of Accounts (IFAC). The terms of reference for the audit and the selection of auditor shall be done by the Embassy.

The Audit Report shall express an opinion whether the submitted Annual Financial Report is correct and gives a true and fair view of the activities of the project and whether the execution has complied with the rules and conditions governing the use of funds as expressed or referred to in this Agreement.

The auditor shall submit a Management Letter, which reviews the management and the internal control system of the project. The letter shall state which measures have been taken as a result of previous audit reports/management letters and whether measures taken have been adequate to deal with reported shortcomings.

If requested by Sweden the audit shall also cover the progress report of the project.

The Embassy shall send the Audit Report and the Management Letter to Vietnamese Project Directors Board as soon as it has been received from the auditor. A management response shall be produced by Vietnamese Project Directors Board and submitted and to the Embassy within three weeks since receiving the Audit Report and the Management Letter.

Vietnam shall co-operate with and assist Sweden in the performance of any additional audits, follow-ups and financial studies that Sweden may request.

ARTICLE 10. PROJECT MONITORING AND EVALUATION INDICATORS

The following critical indicators, among others, will be used to monitor and evaluate the project:

- A new LL.M. teaching curriculum will be developed, applied to the second LLM course at HLU and LUHCMC and submitted for approval by the competent Ministry as a standard teaching curriculum;
- A new LL.D. teaching curriculum will be developed, applied to the first joint LLD course at HLU and LUHCMC and submitted for approval by the competent Ministry as a standard teaching curriculum;
- Modern teaching methods are applied in teaching;
- Number of text books that are rewritten and include elements of modern teaching methods (the "number" shall be identified in the project implementation);
- Examination methods are revised reflecting modern teaching methods;
- A Pedagogical and Academic Quality Assessment Office in HLU and LUHCMC are introduced and a plan to maintain its existence is developed;
- The Law Library in HLU and LUHCMC is modernised and a plan for its maintenance is developed;

- Increased financial contribution by Vietnam for the library development and international co-operation.

A Project Monitoring Team will be assigned to strengthen the capacity of Sida and the Embassy to monitor the progress of the project along with other Swedish assistance to the Legal sector. The *objective* of the Monitoring Team is to strengthen the quality and capacity in the legal sector co-operation by following Vietnamese developments in project related areas. The Team shall follow and review the project.

The Team will provide Sida and the Embassy with a long-term analytical support in its promotion of legal/human rights/democracy development in Vietnam. Further the Team shall act as an advisor to the Embassy in Hanoi. The decision-making role remains with the agreement partners.

ARTICLE 11. REFERENCE TO OTHER AGREEMENTS

Co-operation between the Parties under this Agreement is also governed by:

- The Agreement on General Terms and Conditions for Development Co-operation between the Government of Sweden and the Government of the Socialist Republic of Vietnam for the period 2001-2006;
- The Agreement on Development Co-operation for the period 2004-2008; and
- Any agreements that may replace or amend the said agreements.

ARTICLE 12. DISTRIBUTION OF THIS AGREEMENT

The Parties undertake to distribute copies of this Agreement to all their ministries, authorities and other institutions involved in the project of co-operation or otherwise in need of information of its content.

ARTICLE 13. TERMINATION

This Agreement shall remain valid until 31 May 2010, unless terminated earlier by six months' written notice by either Party. In cases of termination by Sweden, the termination shall not apply to funds irrevocably committed in good faith by Vietnam to third parties before the date of the notice of termination, provided that the commitments were made in accordance with this Agreement.

In case of serious breach of the Agreement, Sweden may terminate the Agreement with immediate effect.

In case of termination by Vietnam, no funds shall be made available for activities after the expiry of the Agreement.

ARTICLE 14. ENTRY INTO FORCE

This Agreement shall enter into force on the 1st, June 2005.

Two originals of the text of this Agreement, written in the English language, have been signed, of which the parties have taken one each.

Hanoi 25th, May 2005.

**For the Government of the
Socialist Republic of Vietnam**

**Uong Chu Luu
Minister of Justice**

**For the Government of
Sweden**

**Anna Lindstedt
Swedish Ambassador
to Vietnam**