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# **BỘ NGOẠI GIAO**

# CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM Độc lập - Tự do - Hạnh phúc

Số: 48/2014/TB-LPQT

Hà Nội, ngày 15 tháng 7 năm 2014

# THÔNG BÁO Về việc điều ước quốc tế có hiệu lực

Thực hiện quy định tại Khoản 3, Điều 47 của Luật Ký kết, gia nhập và thực hiện điều ước quốc tế năm 2005, Bộ Ngoại giao trân trọng thông báo:

Bản ghi nhớ về hợp tác nông nghiệp giữa Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Chính phủ nước Cộng hòa Xu-đăng, ký tại Hà Nội ngày 16 tháng 4 năm 2014, có hiệu lực kể từ ngày 16 tháng 4 năm 2014.

Bộ Ngoại giao trân trọng gửi bản sao bản ghi nhớ theo quy định tại Điều 68 của Luật nêu trên (kèm bản dịch tiếng Việt để tham khảo)./.

TL. BỘ TRƯỞNG KT. VỤ TRƯỞNG VỤ LUẬT PHÁP VÀ ĐIỀU ƯỚC QUỐC TẾ PHÓ VỤ TRƯỞNG

Nguyễn Thị Minh Nguyệt

# MEMORANDUM OF UNDERSTANDING BETWEEN

# THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM AND

# THE GOVERNMENT OF THE REPUBLIC OF SUDAN ON

### AGRICULTURE COOPERATION

The Government of the Socialist Republic of Viet Nam and the Government of the Republic of Sudan (hereinafter referred to individually as "the Party" and collectively as "the Parties",

Recognizing the need to strengthen the existing friendly relationship between the two Countries:

Wishing to promote and to develop the bilateral cooperation in the field of agriculture,

Believing that such cooperation will serve their common interests and contribute to the enhancement of the social and economic development of the people of the two Countries.

Have agreed as follows:

### ARTICLE I

### **Objectives**

The objective of this Memorandum of Understanding (MOU) is to provide a framework for agricultural cooperation between the Parties in the principles of equality and mutual benefit, in accordance with the respective laws and regulations in force in each of the two Countries.

### ARTICLE II

### Fields of cooperation

The two Parties shall cooperate and promote cooperation in the following fields:

- 1. Production & processing of annual crops and perennial crops (rice, maize, groundnuts, sorghum, millet, cassava, cotton, pepper, rubber, cashew, ...);
- 2. Animal production, animal health and control of animal diseases;
- 3. Plant protection and pest control;
- 4. Agriculture, livestock planning and policies;
- 5. Horticulture:
- 6. Soil science & land reclamation;
- 7. Agriculture, livestock research & extension;
- 8. Agricultural inputs industry & processing:
- 9. Irrigation (modern irrigation techniques);
- 10. Rural development;
- 11. Fisheries and Aquaculture;
- 12. Quarantine and food safety:
- 13. Range, pasture, agricultural-residues; and
- 14. Other issues of mutual interest.

### ARTICLE III

### Modalities of Cooperation

The Parties shall cooperate through:

- 1. Exchange of scientific/technical information and documentation
- 2. Exchange of visits and experts.

- Building projects/programs through pilot farms, training, seminars and workshops.
- Encouragement of joint ventures and private sector investments in the field of agriculture.
- 5. Exchange of research results published within respective institutions.
- Exchange of plant materials and to establish direct joint activities between the respective research institutions.

### ARTICLE IV

### Competent Authorities

The Parties shall designate as the competent authorities for the implementation of this MOU as follows:

- In respect of the Socialist Republic of Viet Nam, the Ministry of Agriculture and Rural Development; and
- In respect of the Republic of Sudan, the Ministry of Agriculture and Irrigation and Ministry of Livestock, Fisheries and Rangelands.

### ARTICLE V

### Investment

The two Parties agreed to enhance collaboration between private sectors for investment in agricultural production, marketing, agriculture and livestock services, and to encourage joint ventures in the fields of cash crops (particularly rice production), livestock, food technology, agro-industry.

### ARTICLE VI

### **Technical Steering Committee**

In order to implement the provisions of this MOU, a Technical Steering Committee consisting of experts from the two Countries shall be set up in charge of discussing and establishing programs on the matters referred to in this MOU, as well as their evaluation and follow up. The Technical Steering Committee shall meet at least once every two (02) years or as may be deemed necessary in Sudan and Viet Nam alternatively. The Co-chairs and other members of the Committee will be appointed by the Minister of Agriculture and Rural Development of Viet Nam and the Minister of Agriculture and Irrigation of Sudan.

### ARTICLE VII

### Confidentiality

Each Party shall observe the confidentiality and secrecy of documents, information and other data received from, or supplied by the other Party during the period of the implementation of this MOU. Information and documentation received by either of the Party as a result of this MOU shall not be given to a third Party without the prior written consent of the other Party.

### **ARTICLE VIII**

### Financial Obligation

Each Party shall pay the cost incurred to itself arising from the fulfillment of this MOU, subject to the availability of funds and compliant with its domestic laws and regulations.

### ARTICLE IX

## Coordination within International & Regional organizations

The Parties shall exchange views and consultations and coordinate activities to develop their respective sectors within the International and Regional Organizations as may be deemed necessary.

### ARTICLE X

### **Relations with International Agreements**

The present MOU shall not prejudice any rights and/or obligations of the Parties resulting from other international agreements to which either Party is engaged.

### ARTICLE XI

### Amendments

This MOU may be amended upon mutual consent through diplomatic channels. The amendments shall come into force on the date agreed upon by the Parties.

### ARTICLE XII

### Dispute Settlement

Any disputes between the two Parties arising from the interpretation, application and implementation processes of this MOU shall be settled by the two Parties together through consultation or negotiation.

### ARTICLE XIII

### Entry into Force, Validity and Termination

1. This MOU shall enter into force upon signature by the authorized representatives of the two Parties and be valid for a period of five (05)

years and be renewed automatically for the same period unless either Party notify the other one in writing its intention to terminate it through the diplomatic channels at least six (06) months before the expiration of the MOU.

Upon termination of this MOU, its provisions shall continue to be applied to any unfulfilled obligations under the contracts or programs concluded during the period of its validity.

Done in *Khartoum* on  $16^{th}$  April, 2014, in two originals in the English language and both are authentic.

FOR THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIET NAM

FOR THE GOVERNMENT OF THE REPUBLIC OF SUDAN

VU VAN TAM
Deputy Minister of the Ministry of
Agriculture and
Rural Development

GAAFAR AHMED ABDALLA OMER
State Minister of the Ministry of
Agriculture
and Irrigation

G. t. Hedalla