

[ ENGLISH TEXT — TEXTE ANGLAIS ]

GENERAL AGREEMENT ON DEVELOPMENT COOPERATION BETWEEN  
THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE  
SOCIALIST REPUBLIC OF VIETNAM

The Government of Canada and the Government of the Socialist Republic of Vietnam,  
Wishing to strengthen the existing cordial relations between the two countries and their  
peoples, and

Desiring to foster development cooperation between the two countries in conformity  
with the objectives of economic and social development of the Government of the Socialist  
Republic of Vietnam,

Have agreed as follows:

*Article I*

The Government of Canada and the Government of the Socialist Republic of Vietnam  
shall under this Agreement promote a programme of development cooperation between  
their two countries, consisting of the following components:

- (a) The sending of appraisal and evaluation missions to Vietnam to study, analyze and identify development projects;
- (b) The granting of fellowships of varying length and form to nationals of Vietnam for studies and professional training in Canada, Vietnam or a third country;
- (c) The assignment of experts, advisors and other specialists to Vietnam;
- (d) The provision of equipment, materials, goods and services required for the successful execution of development cooperation projects in Vietnam;
- (e) The development and carrying out of studies and projects designed to contribute to the attainment of the objectives of this Agreement;
- (f) The execution of development projects by Canadian non-governmental organizations and institutions in different fields, including college or university level educational institutions;
- (g) The execution of small scale projects related to the Canadian Fund for Local Initiatives;
- (h) The execution of projects or activities by private Canadian firms in association with Vietnamese partners in the public and private sector;
- (i) The encouragement and promotion of relations between institutions, firms and persons of the two countries; and
- (j) Any other form of assistance which may be mutually agreed upon.

*Article II*

For the purposes of this Agreement:

(a) "Subsidiary arrangement" means:

i) A memorandum of understanding or an exchange of correspondence between the Government of Canada and the Government of the Socialist Republic of Vietnam in respect of a development assistance programme mentioned in Article I;

ii) A contribution agreement in respect of a development assistance programme mentioned in Article I between the Government of Canada and a non-governmental organization, a college or university level educational institution, a Canadian firm, or any authorized Vietnamese or Canadian person or body.

(b) "Canadian firm" means Canadian firms or institutions, non-governmental organizations or institutions, authorized experts, advisors or other specialists, or those of a country other than Vietnam, engaged in any project under this Agreement.

(c) "Canadian personnel" means Canadians or nationals of another country other than Vietnam, or other non-permanent residents of Vietnam, who are working in Vietnam on any project under this Agreement.

(d) "Dependant" means

i) The spouse of a member of the Canadian personnel, including a person of the opposite sex with whom the member of the Canadian personnel has lived and publicly represented as his or her spouse for a period of not less than one year before the commencement of his or her period of service in Vietnam;

ii) A child of the member of the Canadian personnel or his or her spouse who is:

(a) Under twenty-one years of age and recognized as being dependent on the member of the Canadian personnel or his or her spouse for support, or

(b) Twenty-one years of age or older and dependent on the member of the Canadian personnel or his or her spouse for support by reason of a mental or physical incapacity.

(e) "Project" means any Canadian cooperation project that is part of the development cooperation programme outlined in Article I and is funded by the Government of Canada.

(f) "Non-governmental institution or organization" means a non-governmental institution or organization that receives a contribution from the Government of Canada for a project pursuant to a contribution agreement between the Government of Canada and the non-governmental institution or organization.

*Article III*

1. In support of the objectives of this Agreement, the Government of Canada and the Government of the Socialist Republic of Vietnam may conclude subsidiary agreements in respect of specific projects involving one or several components of the programme described in Article I, except for those described in paragraphs (f), (g) and (h) of Article I.

2. The projects described in paragraphs (f), (g) and (h) of Article I are those that are to be funded, pursuant to a contribution agreement, by the Government of Canada, acting through the Canadian International Development Agency, and the recipient.

3. Unless stated otherwise, subsidiary agreements concerning contributions of the Government of Canada shall be considered administrative arrangements.

4. Subsidiary agreements shall make specific reference to this Agreement and the terms of this Agreement shall, unless stated otherwise, apply to such subsidiary agreements.

5. Subsidiary agreements in respect of projects jointly funded by the Government of Canada and an intermediary organization may, with the consent of the governments of Canada and Vietnam, be signed through such an organization in its capacity as administrator of funds provided by the Government of Canada, in the form and according to the terms and conditions required by such organization. The Government of the Socialist Republic of Vietnam may elect to conclude a separate subsidiary agreement with such organization in respect of the project.

#### *Article IV*

Unless otherwise indicated, the Government of Canada shall assume the responsibilities described in Annex "A" and the Government of the Socialist Republic of Vietnam shall assume the responsibilities described in Annex "B" in respect of any specific project established under this Agreement. Annexes "A" and "B" shall be integral parts of this Agreement.

#### *Article V*

The Government of the Socialist Republic of Vietnam shall ensure that development aid funds provided are not used to pay any taxes, fees, customs duties or any other levies or charges imposed directly or indirectly by the Government of the Socialist Republic of Vietnam on any goods, materials, equipment, vehicles and services purchased or acquired for, or related to, the execution of any project being carried out pursuant to Article I of this Agreement.

#### *Article VI*

The Government of the Socialist Republic of Vietnam shall save harmless the Government of Canada, Canadian firms and Canadian personnel from civil liability for acts or omissions occurring in the course of the performance of their duties in the execution of any specific project described in Article I, except for acts arising from gross negligence or wilful misconduct of Canadian firms or Canadian personnel.

#### *Article VII*

The Government of the Socialist Republic of Vietnam shall exempt Canadian firms and Canadian personnel from taxes imposed on income, provided such income arises from

sources outside of Vietnam or from Canadian aid funds as provided for in any subsidiary or contribution arrangement. In addition, the Government of the Socialist Republic of Vietnam shall exempt Canadian firms and Canadian personnel from any obligations to present written declarations in relation to these exemptions.

*Article VIII*

The Government of the Socialist Republic of Vietnam shall exempt Canadian firms from customs and any other duties or taxes, charges, levies and fees on all equipment, products, materials and other goods imported into Vietnam for, or related to, the execution of projects described in Article I.

*Article IX*

The Government of the Socialist Republic of Vietnam shall exempt Canadian personnel from the payment of customs duties, and any other duties or taxes, charges, levies and fees in respect of:

(i) Personal effects and essential household equipment brought into Vietnam for their own use or for the use of their dependants. Canadian personnel may purchase locally manufactured or assembled items as well as items from Duty Free Shops in accordance with the regulations of the authorities of Vietnam. In the event of fire or theft, however, the exemptions under this Article may be re-exercised at any time during the assignment of the Canadian personnel.

(ii) The importation into Vietnam or the local purchase of one motor vehicle. If the motor vehicle is sold or otherwise disposed of, it shall be subject to the normal duties and other charges at the rate in force on the date the exemption was given and on the value of the vehicle at the time of disposal. In the event of fire, theft, accident or destruction, the exemptions under this Article may be re-exercised at any time during the assignment of the Canadian personnel. These exemptions are granted provided that the goods described are re-exported, except those in poor condition or those transferred to others benefitting from the same provisions.

*Article X*

The Government of the Socialist Republic of Vietnam shall permit the currency exchange transactions of Canadian firms and Canadian personnel in respect of the re-exportation of salaries or remunerations transferred from abroad through authorized banking institutions in Vietnam.

*Article XI*

Authorized Vietnamese partners shall inform Canadian firms and Canadian personnel of local acts and regulations which may concern them in the performance of their duties.

*Article XII*

The Government of the Socialist Republic of Vietnam shall facilitate the repatriation of Canadian personnel and their dependants in cases where, in the opinion of the Government of Canada or of the Government of the Socialist Republic of Vietnam, the lives or safety of the Canadian personnel and/or their dependants are endangered.

*Article XIII*

Differences which may arise relating to the interpretation or application of the provisions of this Agreement or of any subsidiary agreement shall be settled by means of negotiations between the Government of Canada and the Government of the Socialist Republic of Vietnam or in any other manner mutually agreed upon.

*Article XIV*

The Government of Canada and the Government of the Socialist Republic of Vietnam will endeavour to consult each other in respect of any matter that may from time to time arise from or in connection with this Agreement.

*Article XV*

The Government of Canada and the Government of the Socialist Republic of Vietnam designate respectively the Canadian International Development Agency and the State Planning Committee, or any other body so designated by their respective Governments, as the agencies responsible for the development cooperation programme under this Agreement.

*Article XVI*

Representatives of the designated agencies for the Agreement for the Government of Canada and the Government of the Socialist Republic of Vietnam shall review the progress of the programme of development cooperation and reach agreement on activities to be undertaken.

*Article XVII*

This Agreement shall enter into force on signature and shall remain in force until terminated by either party on six (6) months' notice in writing to the other party. The responsibilities of the Government of Canada and of the Government of the Socialist Republic of Vietnam with regard to projects being carried out by virtue of subsidiary arrangements entered into pursuant to this Agreement, and begun prior to the receipt of the termination notice referred to above, shall continue until completion of such projects as if this Agreement remained in force in respect of and for the whole duration of such projects.

In witness whereof, the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

Done in two copies at Ottawa, this 21st of June, 1994, in the English, French and Vietnamese languages, each text being equally authentic.

For the Government of Canada:

RAYMOND CHAN

For the Government of the Socialist Republic of Vietnam:

DO QUOC SAM

ANNEX "A "

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA

I. The responsibilities of the Government of Canada in respect of a specific project shall be defined in the subsidiary agreement in respect of the said project, in accordance with the principle of cost sharing between the Government of Canada and the Government of the Socialist Republic of Vietnam.

II. Contracts to obtain goods and services financed by the Government of Canada and required for the execution of projects shall be signed by the Government of Canada or one of its agencies. However, it may be provided in any subsidiary agreement that such contracts may be signed by the Government of the Socialist Republic of Vietnam or one of its agencies in accordance with the terms and conditions specified in such subsidiary agreement.

III. The Government of Canada shall provide the Government of the Socialist Republic of Vietnam, in a timely manner, with the names of the Canadian personnel and their dependants entitled to the rights and privileges set forth in this Agreement or in any subsidiary document.

IV. The Government of the Socialist Republic of Vietnam may request the recall or replacement of any Canadian personnel whose performance or conduct is deemed unsatisfactory. In any such matter, and prior to official action being taken, the Government of the Socialist Republic of Vietnam shall consult with the Government of Canada.

V. The Government of Canada may recall any Canadian personnel. Prior to official action being taken, the Government of Canada shall consult with the Government of the Socialist Republic of Vietnam in regard to the matter, as well as on arrangements to ensure the early replacement of Canadian personnel who are recalled.

ANNEX "B"

RESPONSIBILITIES OF THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM

I. Subject to the following, the responsibilities of the Government of the Socialist Republic of Vietnam in respect of a specific project shall be defined in the subsidiary arrangement in respect of the said project, in accordance with the principle of cost sharing between the Government of the Socialist Republic of Vietnam and the Government of Canada.

Without limiting the general scope of the above and unless otherwise indicated in any subsidiary agreement, the Government of the Socialist Republic of Vietnam shall provide or pay for:

(1) Any official assistance which may be required for the purpose of facilitating the travel of Canadian personnel in the performance of their duties in Vietnam;

(2) Demurrage charges due to delays in unloading equipment, products, materials, supplies and other goods required for the execution of the project;

(3) Any official assistance which may be required for the purpose of expediting the clearance through customs of articles mentioned in paragraph (2);

(4) Storage charges for articles mentioned in paragraph (2) during the period when they are held at customs and any measures required to protect these articles against natural elements, theft, fire and any other danger;

(5) All permits, licences and other documents, including costs related thereto, if any, for equipment, materials, supplies or other goods required for the execution of projects and to enable Canadian firms and Canadian personnel to carry out their functions in Vietnam;

(6) All necessary visas and all import or export permits, as the case may be, for the Canadian personnel and their dependants and for the personal effects of such Canadian personnel and their dependants in conformity with existing Vietnamese law;

(7) The prompt inland transportation of all equipment, products, materials, supplies and other imported goods required for the execution of projects, from the port of entry into Vietnam to project sites, including the obtaining of priority service by Vietnamese forwarding and transportation agents where necessary;

(8) Permission from the relevant ministry or ministries to use all means of communication officially approved in Vietnam, such as transmitter-receivers and telephone and telegraph networks, in accordance with the needs of a specific project and the applicable acts and regulations;

(9) Reports, records, maps, statistics and other information related to projects and likely to assist Canadian personnel in carrying out their duties, provided that this information is not classified and has no relation to national security;

(10) To facilitate the issuance of a driver's licence by the Socialist Republic of Vietnam Republic to Canadian personnel and their dependants, provided a valid Canadian driver's licence is produced;



(11) All other measures within the jurisdiction of the Government of the Socialist Republic of Vietnam which may facilitate the execution of projects.

II. The Government of the Socialist Republic of Vietnam shall permit Canadian personnel and their dependants access to medical and dental services at government hospitals.

III. The Government of the Socialist Republic of Vietnam acknowledges that each member of Canadian personnel shall be entitled to a period of leave of 30 days a year.