

Specific Agreement

between

the Government of the Kingdom of Belgium

and

the Government of the Socialist Republic of  
Vietnam

concerning the second commitment

for

the School Education Quality Assurance  
Program (SEQAP)



The Government of the Kingdom of Belgium, hereinafter referred to as "Belgium"  
and

the Government of the Socialist Republic of Vietnam, hereinafter referred to as  
"Vietnam"

Hereinafter jointly referred to as "the Parties"

- Considering the "Accord Cadre de Coopération Economique, Industrielle et Technique entre le Gouvernement du Royaume de Belgique et le Gouvernement de la République Socialiste du Vietnam" signed in Hanoi on October 11<sup>th</sup>, 1977;
- Considering the Agreed Minutes of the Meeting of the 5<sup>th</sup> Joint Commission on Development Cooperation between Vietnam and Belgium held in Brussels on March 8<sup>th</sup> and 9<sup>th</sup> 2007;
- Considering the Specific Agreement between Vietnam and Belgium concerning the first commitment for the School Education Quality Assurance Program (SEQAP) which was signed on 29<sup>th</sup> November 2010 in Hanoi and remains in force till 31<sup>st</sup> December 2012;

HAVE AGREED AS FOLLOWS:

#### **Article 1: Definitions and object of the agreement**

The Specific Agreement specifies the arrangements concerning the participation of Belgium in the realization of the **School Education Quality Assurance Program**, hereinafter referred to as the "**SEQAP**".

The SEQAP Program is fully described in the Project Appraisal Document and the joint Memorandum of Understanding (MoU) between the Socialist Republic of Vietnam and the SEQAP Partners (Belgium, United Kingdom of Great Britain and the World Bank), hereinafter referred to as the "**SEQAP Partners**".

The MoU is attached hereto being an integral part of this Specific Agreement.

The objective of the SEQAP is to improve learning outcomes and education completion for primary education students, particularly disadvantaged primary education students, through supporting the Government's full-day schooling (FDS) reform program.

## **Article 2: Responsible Agencies**

### **2.1. Vietnam designates:**

- 2.1.1. The Ministry of Education and Training hereinafter referred to as "MoET", as the agency responsible for the implementation of the SEQAP Program, in accordance with the arrangements detailed in the MoU.
- 2.1.2. The Ministry of Finance hereinafter referred to as "MoF", as the agency responsible for the follow-up of the funding and overall supervision of the present Agreement, in accordance with the arrangements detailed in the MoU.

### **2.2. Belgium designates:**

- 2.2.1 The Directorate General for Development Cooperation of the Federal Public Service of Foreign Affairs, Foreign Trade and Development Cooperation, hereinafter referred to as "DGD", as the agency responsible for the Belgian contribution. DGD is represented in Vietnam by the Development Cooperation Counselor at the Belgian Embassy in Hanoi;
- 2.2.2 The "Belgian Development Agency", hereinafter referred to as "BTC", as the executing agency responsible for the Belgian participation in the monitoring and evaluation of the SEQAP program in accordance with Part X of the MoU. It is also responsible for the recruitment of the international budget support advisor as referred in the article 3.3. BTC is represented in Vietnam by its Resident Representative in Hanoi;
- 2.2.3 DGD, assisted by BTC, shall participate in the review activities of the "SEQAP Partners", as set out in Parts V, X and XI of the MoU.

2.3. The responsibilities of both Parties are fully described in Parts III and IV of the MoU.

## **Article 3: Contribution of the Parties**

- 3.1. Vietnam undertakes to contribute to the SEQAP in accordance with the arrangements detailed in the MoU.
- 3.2. Belgium undertakes with this Specific Agreement and in addition to one (1) million euros already disbursed under the Specific Agreement signed on 29<sup>th</sup> November 2010 to contribute to the SEQAP with a second commitment in the form of a grant limited at four (4) million euros, destined to the on-budget support part of the SEQAP, as described in the Attachment 1 of the MoU. In addition to this, the contribution of Belgium is defined as follows:

3.2.1. The first installment of two (2) million euros is scheduled in 2013 for fiscal year 2014 and Belgium shall transfer its contributions upon submission of the following satisfactory supporting documentation:

- (i) Interim Financial statements (IFRs) for the first six months of 2013 (January - June);
- (ii) Annual work plan and budget for 2014;
- (iii) Audited Financial Statements, auditor report on financial statements and procurement for 2012;
- (iv) Implementation progress report for the programs of 2013.

3.2.2. The second installment of two (2) million euros is scheduled in 2014 for fiscal year 2015 and Belgium shall transfer its contributions upon submission of the following satisfactory supporting documentation:

- (i) Interim Financial statements (IFRs) for the first six months of 2014 (January - June);
- (ii) Annual work plan and budget for 2015;
- (iii) Audited Financial Statements, auditor report on financial statements and procurement for 2013;
- (iv) Implementation progress report for the programs of 2014.

3.2.3. Belgium shall transfer its contributions, exclusively destined to the on-budget support part of SEQAP, to the holding Foreign Exchange Account (in EUR) number 4690.11.90 - Account Name: "Chương trình đảm bảo giáo dục chất lượng trường học" in the name of the Ministry of Finance at the State Bank of Vietnam (Operation Center) in Hanoi in accordance with the arrangements described in Part VII of the MoU.

3.3. In order to contribute to the quality assurance and to improve the policy dialogue between SEQAP partners and the Vietnamese Government, an international budget support advisor will be recruited for the full duration of this Specific Agreement. His/her assignment will be fully funded and managed by Belgium. He/She will be considered as technical/administrative staff to the Belgian mission in Vietnam and will receive the same benefits and exonerations as international experts of ODA projects in Vietnam.

#### **Article 4: Monitoring and Evaluation**

4.1. The Parties shall take all necessary administrative and budgetary measures to achieve the objectives of this Specific Agreement, including technical, administrative and financial monitoring and evaluations as mentioned in Parts IX, X, and XI of the attached MoU.

4.2. If for any reason Belgium may require a separate review or evaluation, DGD shall, in a timely manner, consult with MoET and the SEQAP Partners in the spirit and provisions set out in the MoU (Part I). Any Belgian monitoring shall

closely work together with the other SEQAP Partners within the existing framework of monitoring mechanisms as described in the MoU.

4.3. The Parties shall inform each other about the results and possible recommendations of these monitoring and evaluation exercises.

**Article 5: Use of possible budget balance**

If at the full completion of the SEQAP Program any balance is left on the Belgian contribution to the on-budget part, the Parties, after consultation with the SEQAP Partners, shall jointly decide on its use.

**Article 6: Entry into force, Duration, Modification and Termination**

- 6.1. This Specific Agreement shall enter into force on the date of its signature by both Parties and shall remain in force until 31<sup>st</sup> December 2016. The SEQAP Program is foreseen to complete on 31<sup>st</sup> December 2015.
- 6.2. The provisions of this Specific Agreement may be modified by mutual agreement between the Parties, by Exchange of Letters communicated through diplomatic channels.
- 6.3. Any dispute related to the application and interpretation of this Specific Agreement shall be settled by bilateral negotiations between the Parties.
- 6.4. This Specific Agreement may be terminated by each of the Parties, through diplomatic channels, subject to a three months' written notice.

**Article 7: Addresses**

All notifications related to this Specific Agreement and, more specifically, any notification pertaining to its modification or interpretation shall be handled through diplomatic channels at the following addresses:

For Belgium, to:

Royal Embassy of Belgium  
9<sup>th</sup> Floor, 49 Hai Ba Trung Street  
Hanoi – Vietnam

For Vietnam, to:

Ministry of Finance  
28 Tran Hung Dao Street  
Hanoi – Vietnam

All notifications related to the technical execution of this Agreement will also be addressed to:

BTC Resident Representative  
Apartment F7, Coco village  
14 Thuy Khue Street  
Hanoi - Vietnam

Done in Hanoi on 13 /11/2012 in four copies, two in Vietnamese and two in English, all texts being equally authentic.

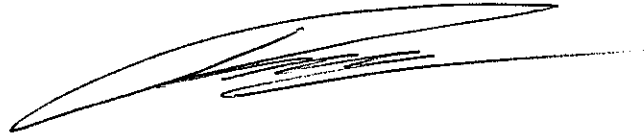
In witness whereof the undersigned, being duly authorized thereto by their respective Government, have signed the present Specific Agreement.

For the Government  
of the Kingdom of Belgium



BRUNO ANGELET  
Ambassador of Belgium  
to Vietnam

For the Government  
of the Socialist Republic of Vietnam



TRUONG CHI TRUNG  
Vice Minister  
Ministry of Finance