

ĐIỀU ƯỚC QUỐC TẾ

BỘ NGOẠI GIAO

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

Số: 1822/BNG-LPQT

Hà Nội, ngày 03 tháng 4 năm 2025

THÔNG BÁO

Về việc điều ước quốc tế có hiệu lực

Thực hiện quy định tại Điều 56 của Luật Điều ước quốc tế năm 2016, Bộ Ngoại giao trân trọng thông báo:

Hiệp định Tài chính giữa Chính phủ nước Cộng hòa xã hội chủ nghĩa Việt Nam và Liên minh Châu Âu về Dự án Tăng cường pháp luật và tư pháp tại Việt Nam giai đoạn II (EU JULE II) ký ngày 31 tháng 12 năm 2024, có hiệu lực từ ngày 31 tháng 12 năm 2024.

Bộ Ngoại giao trân trọng gửi Quý Cơ quan bản sao Hiệp định theo quy định tại Điều 59 của Luật nêu trên./.

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

Nguyễn Hữu Phú

ACT-61299

***FINANCING AGREEMENT****between****THE SOCIALIST REPUBLIC OF VIET NAM****and****THE EUROPEAN UNION***

***"EU Justice and Legal Empowerment programme - Phase II
(EU JULE – Phase II) "***

FINANCING AGREEMENT

SPECIAL CONDITIONS

The Government of the Socialist Republic of Viet Nam, hereinafter referred to as "**the Partner**", represented by the Ministry of Justice,

of the one part, and

The European Commission, hereinafter referred to as "**the Commission**", acting on behalf of the European Union, hereinafter referred to as "**the EU**",

of the other part,

have agreed as follows:

Article 1 - Nature of the action

- 1.1. The EU agrees to finance and the Partner agrees to accept the financing of the following action:

EU Justice and Legal Empowerment Programme II

ACT-61299

This action is financed from the EU Budget under the following basic act: Neighborhood, Development and Cooperation Instrument – Global Europe.

- 1.2. The total estimated cost of this action is EUR 25 000 000 and the maximum EU contribution to this action is set at EUR 25 000 000.
- 1.3. The Partner shall not co-finance the action



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Article 2 – Execution period

- 2.1. The execution period of this Financing Agreement as defined in Article 15 of Annex II (General Conditions) shall commence on the entry into force of this Financing Agreement and end 96 months after this date.
- 2.2. The duration of the operational implementation period is fixed at 72 months.
- 2.3. The duration of the closure period is fixed at 24 months.

Article 3 – Addresses

All communications concerning the implementation of this Financing Agreement shall be in writing, shall refer expressly to this action as identified in Article 1.1 of these Special Conditions and shall be sent to the following addresses:

a) for the Commission

Delegation of the European Union to Viet Nam
Lotte Centre 24th floor
54 Lieu Giai,
Ha Noi - Viet Nam

b) for the Partner

The Ministry of Justice of the Socialist Republic of Viet Nam
58 - 60 Tran Phu,
Ba Dinh, Ha Noi. Viet Nam

Article 4 – OLAF contact point

The contact point of the Partner having the appropriate powers to cooperate directly with the European Anti-Fraud Office (OLAF) in order to facilitate OLAF's operational activities shall be:

Government Inspectorate
Address: D29 Lot Tran Thai Tong - Yen Hoa - Cau Giay - Ha Noi
Email: ttcp@thanhtra.gov.vn



Article 5 - Annexes

5.1. This Financing Agreement is composed of:

- (a) these Special Conditions;
- (b) Annex I: Technical and Administrative Provisions, detailing the objectives, expected results, activities, description of the budget-implementation tasks entrusted and budget of this Action;
- (c) Annex II: General Conditions

5.2. In the event of a conflict between, on the one hand, the provisions of the Annexes and, on the other hand, the provisions of these Special Conditions, the latter shall take precedence. In the event of a conflict between, on the one hand, the provisions of Annex I (Technical and Administrative Provisions) and, on the other hand, the provisions of Annex II (General Conditions), the latter shall take precedence.

Article 6 – Provisions derogating from or supplementing Annex II (General Conditions)

Articles 18, 25.3, 25.4 and 25.5 of Annex II (General Conditions) do not apply to those activities entrusted to an entity pursuant to Annex I under this Financing Agreement

Where the Partner is the grant beneficiary of another entity entrusted by the Commission with the action, Articles 1.3, 1.5, 1.6, 8.2, 8.3, 8.4 and 8.5 of Annex II (General Conditions) shall apply to the EU-financed activities of the Partner.

Article 20.1 of Annex II (General Conditions) is not applicable to this Financing Agreement.

Article 20.2 of Annex II (General Conditions) is not applicable to this Financing Agreement.

Article 26.2 of Annex II (General Conditions) is not applicable to this Financing Agreement.

Article 7 – Entry into force

This Financing Agreement shall enter into force on the date on which it is signed by the last party.



Done in 4 original copies, 2 copies being handed to the Commission and 2 to the Partner.

For the Partner: *hc*



Nguyen Khanh Ngoc
Deputy Minister of Justice
Date: *31/12/2024*



For the Commission: *[Signature]*

Julien Guerrier

Head of EU Delegation to Vietnam

Date: *30/12/2024*

ANNEX I TO FINANCING AGREEMENT N° ACT-61299

TECHNICAL AND ADMINISTRATIVE PROVISIONS

1 SYNOPSIS

1.1 Action Summary Table

1. Title CRIS/OPSYS business reference Basic Act	EU Justice and Legal Empowerment Programme - Phase II (EU JULE – Phase II) OPSYS number: ACT-61299 Financed under the Neighbourhood, Development and International Cooperation Instrument (NDICI-Global Europe)			
2. Team Europe Initiative	No			
3. Zone benefiting from the action	The action shall be carried out in Viet Nam			
4. Programming document	Multi-annual Indicative Programme 2021-2027 Viet Nam (MIP 2021 - 2027)			
5. Link with relevant MIP(s) objectives / expected results	MIP Priority Area 3: Strengthening governance, the Rule of law and institutional reform Specific Objective 3.2: The rule of law and human rights improved.			
PRIORITY AREAS AND SECTOR INFORMATION				
6. Priority Area(s), sectors	Effective Governance, Rule of Law and Human Rights 150-151			
7. Sustainable Development Goals (SDGs)	Main SDG: SDG Goal 16 - Targets 16.1, 16.2 & 16.3 SDG Goal 5 - Targets 5.1, 5.2 & 5.3 SDG Goal 8 - Targets 8.7, 8.8			
8 a) DAC code(s)	150 Government and Civil Society 151 Legal and judicial development, Democratic participation and civil society, human rights.			
8 b) Main Delivery Channel	40000 20000			
9. Targets	<input type="checkbox"/> Migration <input type="checkbox"/> Climate <input checked="" type="checkbox"/> Social inclusion and Human Development <input checked="" type="checkbox"/> Gender <input type="checkbox"/> Biodiversity <input type="checkbox"/> Education <input checked="" type="checkbox"/> Human Rights, Democracy and Governance			
10. Markers (from DAC form)	General policy objective @	Not targeted	Significant objective	Principal objective
	Participation development/good governance	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Aid to environment @	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Gender equality and women's and girl's empowerment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Trade development	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Reproductive, maternal, new-born and child health	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disaster Risk Reduction @	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Inclusion of persons with Disabilities @	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Nutrition @	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	RIO Convention markers	Not targeted	Significant objective	Principal objective
	Biological diversity @	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Combat desertification @	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Climate change mitigation @	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Climate change adaptation @	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Internal markers and Tags	Policy objectives	Not targeted	Significant objective	Principal objective
	Digitalisation @	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	digital connectivity	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	/
	digital governance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	digital entrepreneurship	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	digital skills/literacy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	digital services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	Connectivity @	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	digital connectivity	YES <input type="checkbox"/>	NO <input type="checkbox"/>	/
	energy	<input type="checkbox"/>	<input type="checkbox"/>	
	transport	<input type="checkbox"/>	<input type="checkbox"/>	
	health	<input type="checkbox"/>	<input type="checkbox"/>	
	education and research	<input type="checkbox"/>	<input type="checkbox"/>	
	Migration @ (Methodology for tagging under development)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Reduction of Inequalities @ (Methodology for marker and tagging under development)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Covid-19	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BUDGET INFORMATION				
12. Amounts concerned	Budget line(s) (article, item): BGUE-B2022-14.020131-C1-INTPA Total estimated cost: EUR 25 000 000 Total amount of EU budget contribution is EUR 25 000 000			
MANAGEMENT AND IMPLEMENTATION				
13. Type of financing¹	Direct management through: - Grants, including twinning grants			

	Indirect management with the entity selected in accordance with the criteria set out in section 3.1.1
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1.2 Summary of the Action

This Project is proposed and developed aiming at supporting Vietnam's legal and judicial agencies to better perform their functions and tasks in building and perfecting the legal system and legal implementing, especially in implementing Resolution No. 27-NQ/TW. Resolution No. 27-NQ/TW sets out the requirements and tasks of respecting and ensuring the implementation of international treaties to which Vietnam is a member, and internalize international treaties to which Vietnam is a member. At the same time, Resolution No. 27-NQ/TW sets out requirements for consulting international experience in implementing the tasks of building a rule-of-law state and building a team of officials to meet the requirements of international integration.

This Action contributes to the implementation of Priority 3 of the Multiannual Indicative Program (MIP) (Strengthening governance, rule of law and institutional reform) and Objective 3.2 (Rule of law and human rights are improved) of the European Union. In the justice sector in Viet Nam, the EU is the largest (and one of the few) development partner and a partner of reference; therefore, the design of this Action is informed by the gained experience in this sector. The project also aims to promote EU priorities set out in the EU Gender Action Plan (GAP) III², which includes protecting vulnerable people from all forms of gender-based violence whether in public and private, in the workplace and online through effective legal systems and law enforcement. Member States unanimously support the EU's continued support in this area and remain ready to further share EU best practices and expertise with Vietnam.

The Overall Objective: Improve rule of law and protect rights for all people by strengthening capacities of relevant stakeholders in line with Resolution No. 27-NQ/TW and Vietnamese laws and Constitution.

The Specific Objectives (Outcomes) of this action are to:

Outcome 1: Enhanced access for all people to an increasingly qualified, transparent, more inclusive, and independent justice system in line with international human rights standards to which Vietnam is a member.

Outcome 2: Strengthened capacities for legal and judicial agencies for the respect, protection, and realization of human rights consistent with international standards on human rights that Viet Nam has committed to and Viet Nam's specific conditions and circumstances.

Those outcomes will contribute to achieving SDG 16 (Promote just, peaceful, and inclusive societies), SDG 5 (gender equality), and SDG 17 (Partnerships).

In addition, these outcomes shall help Vietnamese judicial agencies to better perform their tasks and build the state rule of law in line with the Resolution No. 27-NQ/TW through providing technical assistance. Through this Project, and inheriting the results of the EU JULE Project, the EU's support will contribute to sustaining the results of the EU JULE Project that have been implemented by Vietnamese agencies and organizations in the past, addressing challenges in enhancing the effectiveness and efficiency of judicial and legal agencies, and providing better legal and judicial services for people to meet the requirements of access to a transparent and synchronous legal system, minimizing compliance costs and in accordance with relevant international commitments to which Vietnam is a member.

The project will be implemented in accordance with Vietnam's principles in international judiciary and legal cooperation in line with Decree 26/2024/ND-CP dated 1st of March 2024 and based on a people-centered approach to ensure people's ownership, uphold the Constitution and the law, respect, ensure and protect human rights, citizen rights, promote and protect the rights of vulnerable groups (women, children, people with disabilities, etc.), enhance different forms of access to law, legal support and dispute resolution in the community.

Through a gender equality-based and people-centered approach, people, especially vulnerable groups, will have access to legal services and exercise their judicial rights more easily based on the Project's support, aiming towards a public administration that serves the people and the nation.

² https://ec.europa.eu/commission/presscorner/detail/en/ip_20_2184

The Action will build on the previous EU programmes to i) support the completion of the Legal Framework in compliance with international standards and good practices; ii) strengthen inclusive access to independent and reliable justice; iii) strengthen legal and human rights education and capacity building, and iv) reinforce the implementation of international commitments through improving domestic law and monitoring of Viet Nam's obligations under UN Human Rights mechanisms more effectively.

The project will be based on the results of previous EU-Vietnam legal and judicial cooperation, inheriting the appropriate results while adding new content elements and adjustments in accordance with the requirements of Resolution No. 27-NQ/TW.

2 DESCRIPTION OF THE ACTION

2.1 Objectives and Expected Outputs

The Overall Objective (Impact) of this action is to improve rule of law and protect rights for all people by strengthening capacities of relevant stakeholders in line with Resolution No.27-NQ/TW and Vietnamese laws and Constitution.

The Specifics Objectives (Outcomes) of this action are to:

Outcome 1: Enhanced access for all people to an increasingly qualified, transparent, more inclusive, and independent justice system in line with international human rights standards to which Vietnam is a member.

Outcome 2: Strengthened capacities for legal and judicial agencies for the respect, protection, and realization of human rights consistent with international standards on human rights that Viet Nam has committed to and Viet Nam's specific conditions and circumstances.

The Outputs to be delivered by this Action contributing to the corresponding Specific Objectives (Outcomes) are:

Outcome 1:

- 1.1 Reviewed regulations which are overlapping or conflicting to improve the state management efficiency of the MOJ and related ministries, agencies, thereby facilitating access to quality legal and judicial services, meeting the requirements of building rule of law in line with Resolution 27 in Vietnam.
- 1.2 Improved efficiency and quality of public services within the mandates of both MOJ and related ministries, agencies; strengthened alternative dispute resolution mechanisms (mediation and arbitration), provide legal information and legal aid, especially for women, children and vulnerable groups. Enhanced access to best EUMS practices related to the Reforms in Child Justice.
- 1.3 Strengthened the capacity of the MOJ and related judicial agencies to promote the rule of law, and public administrative reform, digital transformation towards a modern and professional public administration and judicial system; facilitate the exercise of rights by citizens, especially women, children and vulnerable groups in accordance with the applicable laws.
- 1.4 Enhanced access to research, lessons learnt, experiences on best EUMS practices related to child-friendly justice and support services, considering gender-sensitive elements for children and women who are victims of violence

Outcome 2:

- 2.1 Enhanced training, capacities and human resources to ensure protections of rights for all and enhanced communication and awareness of human rights, especially dissemination and education of laws
- 2.2 Strengthen the capacity of state actors, qualified organizations to contribute to Viet Nam's implementation of SDG 16 (Targets 16.1, 16.2 & 16.3); SDG 5 (Targets 5.1, 5.2 & 5.3); SDG 8 (Targets 8.7 & 8.8) as well as effective implementation of UN recommendations that Viet Nam accepts.

The above outcomes will contribute to the goal of building and perfecting the State of Vietnam rule of law in line with Resolution No. 27-NQ/TW; upholding the Constitution and the laws, respecting, ensuring and effectively protecting human and citizens' rights; a professional, rule-of-law and modern public administration and judiciary; decent, capable and professional public officers and civil servants; modern and effective national governance in

accordance with international commitments to which Vietnam is a member, especially in implementing SDG 16 (Peace, justice, and strong institutions), SDG 5 (Gender equality) and SDG 17 (Partnerships).

2.2 Indicative Activities

Activities relating to Output 1.1

- Analyse and research national practices and international treaties to which Vietnam is a member to identify gaps and propose solutions in for access to judicial rights and services.
- Research good international practices and experiences in areas where Vietnam is in need of perfecting the regulations; review and evaluate current legal regulations related to access to judicial rights based on the requirements for building a rule-of-law state in Vietnam.
- Research good international practices and experiences suitable to Vietnam's needs, review legal regulations related to access to judicial services to ensure compatibility with relevant international treaties to which Vietnam is a member, in accordance with the orientation of perfecting the legal system in building a rule-of-law state in Vietnam.
- Research and consult international experiences in state management in the fields of legal and justice, providing legal services in these fields to improve relevant legal regulations.
- Enhance sharing information and achievements on legal system development and judicial reform via annual Legal Forum and quarterly Legal Dialogue co-chaired by Vietnamese Government represented by MOJ and EU with wide participation of Vietnamese and international partners.

Activities relating to Output 1.2:

- Analyse, improve and monitor quality of public services in the field of child protection and legal justice
- Develop, enhance and promote alternative dispute resolutions (e.g. grassroot conciliation, mediation, and dialogue at Court)
- Implement grant scheme programmes for NSAs to achieve enhanced legal aid and alternative dispute resolution mechanisms (mediation and arbitration), in particular for women and groups living in vulnerable situations
- Improve the quality of public services in the fields of legal, child protection and justice through research and review of legal regulations and public administrative processes and procedures in the field of legal and justice; Strengthen administrative reform, standardize processes and procedures, improve the capacity of responsible people in providing public services in the field of law and justice;
- Continue to promote effective implementation of regulations on grassroots conciliation, mediation, and dialogue at court;
- Enhance capacity to deliver legal aid and improve legal aid services quality; evaluate and improve the quality of legal aid services.
- Implement funding programs for qualified organizations to achieve goals related to this output.

Activities relating to Output 1.3:

- Performing comparative analyses of the laws and regulations regarding digitalization and data protection and identifying gaps that include a gender perspective.
- Identify technical, human and financial requirements of justice agencies to implement sustainable digital transformation.
- Identify the current situation, requirements and needs in the digital transformation of the MOJ, and improve the provision of public services in state management areas of the MOJ, improve quality of providing legal information.
- Research and review regulations related to personal data protection in digital transformation activities, considering the gender perspective.
- Develop necessary processes to manage effectively the implementation of decisions and judgments of judicial agencies and agencies competent to handle administrative violations related to minors (electronic records).
- Develop a list for digitization of codes, laws and other legal documents (MOJ).
- Implement digital transformation in the legal and judicial fields (MOJ).

- Training and capacity building for officials and civil servants of the Ministry of Justice and related ministries to build a team of professional civil servants, meeting the requirements of building a socialist rule-of-law state in Vietnam.
- Improve the effectiveness of training and fostering legal and judicial human resources to meet the requirements of building a socialist rule-of-law state in Vietnam and deep and broad international integration.
- Develop necessary processes to manage effectively the implementation of administrative and judicial decisions for juvenile (management of electronic records).
- Develop and implement a plan to improve the capacity of the team of judges to meet the needs of building a professional, modern, strict, and honest, serving-the-country and serving-the-people judiciary.
- Research to perfect the law-making process in a professional, scientific, effective and feasible manner; Research and complete regulations on legal interpretation.
- Enhance the effectiveness of implementing the Law on Legal Aid, focusing on enhancing and improving coordination with judicial bodies in delivering legal aid; Research and build an electronic legal aid system.

Activities relating to Output 1.4:

- Research and learn about experiences and best practices of EU member states regarding child friendly justice, including diversion, and child protection services for children and women victims of violence.
- Implement capacity-building activities for relevant entities on child justice, including diversion processing.
- Support the implementation of the juvenile Judicial Law, and research international experience in the social work profession (ensuring children and gender sensitivity)
- Conducting a study on best EUMS practices in Juvenile Justice and diversion
- Conducting capacity-building activities for the MOJ, SPC and other relevant ministries to enhance their understanding of the diversion process.
- Conducting basic research on the level of recidivism among children in the areas where family and juvenile justice courts operate.
- Research the mechanism for connecting and exchanging information about cases/cases handled by the court with agencies and organizations to promptly provide legal support services according to the laws.

Activities relating to Output 2.1:

- Conduct academic assessments of human rights courses and develop plans for human rights education based on Vietnam's needs
- Develop video courses, digital libraries, and a national digital legal database based on Vietnam's needs.
- Review and survey the current qualifications and capabilities of the officials, especially the ones participating in law development, law enforcement, and state management in fields related to access to judicial rights and justice.
- Develop and implement training and retraining programs (including long-term such as master's, doctoral and short-term training) suitable for each target group.
- Review and survey the current qualifications and capabilities of the officials, especially the ones participating in law development, law enforcement, and state management in fields related to access to judicial rights and justice.
- Develop and implement training and retraining programs (including long-term such as master's, doctoral and short-term training) suitable for each target group.
- Organize and implement training programs/plans for officials and civil servants under long-term and short-term programs both domestically and abroad.
- Enhance training, fostering, and capacity building for core officials to meet international integration requirements, participating in handling international legal issues, and working at international legal organizations.
- Develop and implement training and professional exchange programs.
- Research and improve the law enforcement mechanism, ensuring that the laws are implemented fairly, strictly, consistently, promptly, effectively and efficiently.



- Conduct academic assessments of human rights courses and develop plans for human rights education based on Vietnam's needs
- Create video courses, digital libraries and national legal databases.

Activities relating to Output 2.2:

- Enhance the capacity of the MOJ and Vietnamese ministries, provincial Departments of Justice and qualified organizations to monitor and report on the implementation of the SDGs and recommendations of the Human Rights Committee (ICCPR Convention), Human Rights Council (UPR mechanism) and a number of basic human rights conventions (ICESCR Convention, CRC, CEDAW, CRPD, CAT, CERD).
- Evaluate current mechanisms for communication and dissemination of human rights laws, identify programs and strategies to improve the effectiveness of communication and dissemination of human rights laws
- Implement funding programs for Vietnamese qualified organizations to achieve goals related this output.

2.3 Mainstreaming

Gender equality in legal and justice.

This action is labelled G1 according to the OECD Gender DAC³ codes identified in section 1.1. This demonstrates that gender equality is a significant objective of the action. This will be attained through integrating the objectives of the third EU Gender Action Plan (GAP III), with a specific focus on the goal outlined in the NDICI-GLOBAL EUROPE⁴ on enhancing funding to women's organisations and other relevant organisations working on gender equality (particularly under Outputs 2.1, 2.2) as well as to strengthen strategic dialogue on gender equality and women empowerment with NGOs including women's organisations (including representatives of marginalized women such as women with disabilities and indigenous women) (particularly under Component 1). The major gendered differences between the justice needs of women, girls, men and boys are well established, as are the generally poor capacities of justice systems to adequately respond to these differing needs.

Human Rights/ Democracy

Participation of eligible organisations is needed for achieving eligible rights for all. This Action is entirely consistent with the implementation of the Human Rights-Based Approach (HRBA)⁵ as recommended by the UN.

The project ensures that eligible organizations are involved in a number of activities to promote the achievement of project outcomes, such as participation in alternative dispute resolution mechanisms (mediation and arbitration), provision of legal information and legal aid, especially for women, children and vulnerable groups. In addition, their capacity will be strengthened in contributing to the implementation of SDG 16 – (Targets 16.1, 16.2 & 16.3); SDG 5 (Targets 5.1, 5.2 & 5.3); SDG 8 (Targets 8.7, 8.8) as well as effective implementation of the UN recommendations on human rights that Vietnam accepts.

Disability

The Action will ensure that representatives of persons with disabilities can participate. Persons with disabilities' access to justice will be mainstreamed in Output 1.2 through grants, which will promote and protect the rights of vulnerable people living in vulnerable situations, especially persons with disabilities.

This action will be relevant to the inclusion of individuals with disabilities since organizations representing the rights of individuals with disabilities will be included under mentioned above outputs.

Youth

As an integral part of the solution to promote peace and security, the European Union regards youth as key actors in development. Therefore, Output 1.4 of the Action will focus on ensuring that youth are diverted from the criminal justice system through the implementation of the diversion system and strengthening youth engagement and juvenile justice aspects in policy dialogue within Outputs 2.1, 2.2.

During the process of reforming the law and justice related to minors in Vietnam, some localities have established Family and Juvenile Courts, and the National Assembly of Vietnam will also pass the Law on Juvenile Justice. Therefore, the Project will support by a number of activities related to juvenile justice, such as developing necessary processes to effectively manage the implementation of judgments by judicial bodies and competent agencies handling

³ <https://web-archive.oecd.org/temp/2024-06-19/57753-dacandcrscodelists.htm>

⁴ https://neighbourhood-enlargement.ec.europa.eu/funding-and-technical-assistance/neighbourhood-development-and-international-cooperation-instrument-global-europe-ndici-global-europe_en

⁵ <https://unsdg.un.org/2030-agenda/universal-values/human-rights-based-approach>

public administrative violations related to minors; developing necessary processes to effectively manage the implementation of administrative and judicial judgements for minors (managing electronic records); implementing capacity building activities for relevant agencies on juvenile justice, including handling diversion towards a friendly process; support the implementation of the Law on Juvenile Justice, and study international experience of the social workers (ensuring child and gender sensitivity); conduct research on best practices of EU MSs on juvenile justice and diversion.

Environmental Impact

Being a technical support project, its activities are mainly about research, training, fostering, coaching, seminars, etc., and do not cause direct environmental impacts. Aiming to enhance the capacity of relevant agencies in building a socialist rule-of-law state in Vietnam and increasing access to law and the judicial system for people, especially supporting legal issues for vulnerable groups, it will contribute to improving people's livelihoods and thus contribute to the sustainable development of the country and of the environment.

2.4 The Intervention Logic

The Intervention logic (IL) of the Action is supported by an Overall Objective to improve rule of law and protect rights for all people by strengthening capacities of relevant stakeholders in line with Resolution No. 27-NQ/TW and Vietnamese Constitution and laws.

Output to Outcome

IF regulations which are overlapping or conflicting to improve the state management efficiency of the MOJ and related ministries, agencies, thereby facilitating access to quality legal and judicial services, meeting the requirements of building rule of law in line with Resolution No. 27-NQ/TW in Vietnam. Enhanced legal aid and alternative dispute resolution mechanisms (mediation and arbitration), in particular for women and groups living in vulnerable situations are reviewed (OP1.1); IF efficiency and quality of public services within the mandates of both MOJ and related ministries, agencies; strengthened alternative dispute resolution mechanisms (mediation and arbitration), provide legal information and legal aid, especially for women, children and vulnerable groups. Enhanced access to best EUMS practices related to the Reforms in Child Justice are improved; IF the capacity of the MOJ and related judicial agencies to promote the rule of law, and public administrative reform, digital transformation towards a modern and professional public administration and judicial system; facilitate the exercise of rights by citizens, especially women, children and vulnerable groups in accordance with the applicable laws is strengthened (OP1.3); IF access to research, lessons learnt, experiences on best EUMS practices related to child-friendly justice and support services, considering gender-sensitive elements for children and women who are victims of violence are enhanced (OP1.4); THEN access for all people to an increasingly qualified, transparent, more inclusive, and independent justice system in line with international human rights standards to which Vietnam is a member is enhanced.

IF training, capacities and human resources to ensure protections of rights for all and enhanced communication and awareness of on human rights, especially dissemination and education of laws are enhanced (OP2.1); IF the capacity of state actors, qualified organizations to contribute to Viet Nam's implementation of SDG 16 (Targets 16.1, 16.2 & 16.3); SDG 5 (Targets 5.1, 5.2 & 5.3); SDG 8 (Targets 8.7 & 8.8) as well as effective implementation of UN recommendations that Viet Nam accepts are strengthened (OP2.2); THEN capacities for legal and judicial agencies for the respect, protection, and realization of human rights consistent with international standards on human rights that Viet Nam has committed to and Viet Nam's specific conditions and circumstances are strengthened.

Outcome to Overall Objective/ Impact:

IF access for all people to an increasingly qualified, transparent, more inclusive, and independent justice system in line with international human rights standards to which Vietnam is a member is enhanced (OC1) and IF capacities for legal and judicial agencies for the respect, protection, and realization of human rights consistent with international standards on human rights that Viet Nam has committed to and Viet Nam's specific conditions and circumstances are strengthened. (OC2); THEN rule of law and protection of rights for all people by strengthening capacities of relevant stakeholders in line with Resolution 27 and Vietnamese laws and Constitution is improved (OO).

Assumptions: a) there is a genuine political commitment by state and non-state actors to collaborate at all levels, and evidence of ownership is exhibited during implementation; b) results are sustained by adjusting human and financial resources.

2.5 Logical Framework Matrix

This indicative logframe constitutes the basis for the monitoring, reporting and evaluation of the intervention. On the basis of this logframe matrix, a more detailed logframe (or several) may be developed at contracting stage. In case baselines and targets are not available for the action, they should be informed for each indicator at signature of the contract(s) linked to this AD, or in the first progress report at the latest. New columns may be added to set intermediary targets (milestones) for the Output and Outcome indicators whenever it is relevant.

- At inception, the first progress report should include the complete logframe (e.g. including baselines/targets).
- Progress reports should provide an updated logframe with current values for each indicator.
- The final report should enclose the logframe with baseline and final values for each indicator.

The indicative logical framework matrix may evolve during the lifetime of the action depending on the different implementation modalities of this action.

The activities, the expected Outputs and related indicators, targets and baselines included in the logframe matrix may be updated during the implementation of the action, no amendment being required to the Financing Decision.



Results	Results chain (@): Main expected results (maximum 10)	Indicators (@): (at least one indicator per expected result)	Baselines (Values and years)	Targets (Values and years)	Sources of data
Impact	Improved rule of law and protect rights for all people by strengthening capacities of relevant stakeholders in line with Resolution 27 and Vietnamese laws and Constitution.	Percentage of relevant stakeholders where capacity is strengthened in line with Resolution 27 and Vietnamese laws and Constitution.	TBD	TBD	
Outcome1	Enhanced access for all people to an increasingly qualified, transparent, more inclusive, and independent justice system in line with international human rights standards to which Vietnam is a member.	Number of individuals (men/women) who received legal representation in criminal, civil and administrative cases.	TBD	TBD	MoJ and relevant agencies
Outcome 2	Strengthened capacities for legal and judicial agencies for the respect, protection, and realization of human rights consistent with international standards on human	<p>“Percentage of use of courts when in civil disputes”</p> <p>“Percentage of communes meeting the criteria of legal access” as measured by MOJ</p>	<p>TBD</p> <p>2020: 70%</p>	<p>TBD</p> <p>Over 90%</p>	Implementation Roadmap for Vietnam’s Sustainable Development Goals until 2030


	rights that Viet Nam has committed to and Viet Nam's specific conditions and circumstances.	Indicator 16.6.1. from GSO "Set of Sustainable Development Statistical Indicators of Vietnam" measuring "Proportion of population satisfied with their most recent experience of public service."	TBD	TBD	GSO
Output 1 relating to Outcome 1	Reviewed regulations which are overlapping or conflicting to improve the state management efficiency of the MOJ and related ministries, agencies, thereby facilitating access to quality legal and judicial services, meeting the requirements of building rule of law in line with Resolution 27 in Vietnam. Enhanced legal aid and alternative dispute resolution mechanisms (mediation and arbitration), in particular for women and groups	<ul style="list-style-type: none"> - The number of overlapping and conflicting legal regulations was reviewed - The number of international treaties and national practices on access to rights and judicial services are researched 	<ul style="list-style-type: none"> - Assessment report of the authorities on Vietnamese legal regulations in each field based on comparison with the requirements set for building a socialist rule-of-law state in Vietnam (implemented at the beginning of the project implementation period) - Summary of international treaties and national practices on access to rights and judicial services (implemented at the beginning of the Project implementation period) 	<p>Current legal regulations are reviewed and evaluated on the basis of the requirements set for building a socialist rule-of-law state in Vietnam.</p> <ul style="list-style-type: none"> - All international treaties and national practices related to access to rights and to justice services are analyzed and researched to identify gaps - Solutions to increase access to rights and justice services are researched and proposed 	MoJ

	living in vulnerable situations.				
Output 2 relating to Outcome 1	Improved efficiency and quality of public services within the mandates of both MOJ and related ministries, agencies; strengthened alternative dispute resolution mechanisms (mediation and arbitration), provide legal information and legal aid, especially for women, children and vulnerable groups. Enhanced access to best EUMS practices related to the Reforms in Child Justice.	<ul style="list-style-type: none"> - Number of public services reviewed, researched, and proposed for improvement - At least 7,000 officials and civil servants have their awareness raised and participate in capacity building activities supported by the Project. - The rate/number of cases resolved through grassroots conciliation, mediation and dialogue at Court increased by about 30% compared to before implementing the Project. - At least 2 grants to qualified organizations will be made on topics related to outcome 1.2 during the entire Project implementation process; 250,000 women, children and groups in vulnerable living situations are provided with legal information and legal aid through the activities of non-state organizations receiving funding from the Project. 	<ul style="list-style-type: none"> - Report on Assessment of Public Service Quality in the field of law and justice (implemented at the beginning of the Project implementation period) - Report of the authorities assessing the capacity of officials and civil servants providing public services (implemented at the beginning of the Project implementation period) - Data on legal dissemination are referenced from the JIFF Component of the EU JULE 1 Project - Report on surveys, research, and proposals for specific topics/contents of funding rounds of non-state component management units (implemented at the beginning of the project implementation period or before reporting to the PSC on this activity) 	<ul style="list-style-type: none"> - The efficiency and quality of public services in the field of state management of the Ministry of Justice and related agencies are improved. - Alternative dispute resolution mechanisms (mediation and arbitration) are strengthened - Legal information and legal aid are provided more effectively to people, especially for women, children and vulnerable groups. 	
Output 3	Strengthened capacity of the MOJ and related	- Number of activities to strengthen the capacity of the Ministry of Justice and relevant judicial agencies in	- Assessment reports from agencies on the current status of digital	The capacity of the Ministry of Justice and relevant judicial	MOJ and other project implementing partners.

relating to Outcome 1	judicial agencies to promote the rule of law, and public administrative reform, digital transformation towards a modern and professional public administration and judicial system; facilitate the exercise of rights by citizens, especially women, children and vulnerable groups in accordance with the applicable laws.	<p>promoting the rule of law, administrative reform, and digital transformation</p> <ul style="list-style-type: none"> - At least 7,000 officials and civil servants have their awareness raised and participate in capacity building activities supported by the Project. - 50% of specific areas of legal and judicial work are supported by the Project to implement digital transformation - Percentage of judicial, legal and administrative processes managed by MOJ and related agencies digitalized - Number of officials and civil servants have increased awareness and capacity to promote rule of law and public administrative reform and digital transformation, disaggregated by gender. - Number of victims of domestic violence who denounced the cases to the competent authorities” as measured by GSO’s SDG Indicator 16.2.3 	<p>transformation and related contents at the time of project implementation (implemented at the beginning of the project implementation period)</p> <ul style="list-style-type: none"> - Data on capacity building activities are referenced from the EU JULE 1 Project <p>TBD</p> <p>TBD</p> <p>TBD</p>	<p>agencies is enhanced to promote the rule of law, administrative reform, and digital transformation towards a modern and professional administration and judicial system.</p> <p>TBD</p> <p>TBD</p> <p>TBD</p>	
Output 4 relating to Outcome 1	Enhanced access to research, lessons learnt, experiences on best EUMS practices related to child-friendly justice and support services, considering gender-sensitive elements for children and women who are victims of violence	<ul style="list-style-type: none"> - Experience and good practices of at least 10 EU member states on child-friendly justice and support services are researched - The amount of international experience and good practices selected for application in the implementation of child-friendly justice and support services in Vietnam 	Report assessing the current state of child-friendly justice and the need to learn from international experiences of competent agencies (implemented at the beginning of the Project implementation period)	Research and best practice lessons from EU member states on child-friendly justice and support services are sought, understood, researched, selected and chosen by Vietnamese authorities to apply in the process of	MOJ and other Project Implementing Partners

		- Number of child-friendly and gender-sensitive services researched by international best practices and models, especially from EUMS	2024:0	implementing child-friendly support and justice in Vietnam 3	
Output 5 relating to Outcome 2	Enhanced training, capacities and human resources to ensure protections of rights for all and enhanced communication and awareness of human rights, especially dissemination and education of laws.	<ul style="list-style-type: none"> - Number of personnel surveyed and capacity assessed - Number of training and retraining courses/classes are supported by the Project - At least 7,000 officials and civil servants have their awareness raised and participate in capacity building activities supported by the Project. - Number of propaganda, dissemination and awareness raising activities of legal regulations on human rights; 	<p>Report assessing the current state of human resource capacity of each agency (implemented at the beginning of the project implementation period)</p> <ul style="list-style-type: none"> - Synthesize information about current propaganda and dissemination of human rights laws (carried out at the beginning of the Project implementation period) 	<p>Training and fostering to improve the capacity of human resources working in Vietnam's functional agencies has been enhanced to ensure people's rights and increase communication and awareness of human rights.</p> <ul style="list-style-type: none"> - Legal provisions on human rights are propagated and disseminated 	MOJ and other Project Implementing Partners
		- Percentage of trained personnel demonstrating improved understanding of human rights principles and legal education techniques in pre- and post-training assessments	TBD	TBD	

		- Number of people, especially women and children, with increased awareness on rights and how to exercise them	2024: 0	TBD	
Output 6 relating to Outcome 2	Strengthen the capacity of state actors, qualified organizations to contribute to Viet Nam's implementation of SDG 16 (Targets 16.1, 16.2 & 16.3); SDG 5 (Targets 5.1, 5.2 & 5.3); SDG 8 (Targets 8.7 & 8.8) as well as effective implementation of UN recommendations that Viet Nam accepts.	<ul style="list-style-type: none"> - Number of training and fostering courses to strengthen the capacity of state agencies - At least 7,000 officials and civil servants have their awareness raised and participate in capacity building activities supported by the Project. - Content and quality of training courses - At least 2 grants to eligible organizations will be made on topics related to outcome 2.2 during the entire Project implementation process; 150,000 women, children and groups with vulnerable living conditions are provided with propaganda, dissemination and awareness raising about legal provisions on human rights through the activities of non-state organizations receive funding from the Project 	<ul style="list-style-type: none"> - Report assessing the current status of training and fostering legal and judicial human resources (implemented at the beginning of the Project implementation period) - Report on surveys, research, and proposals for specific topics/contents of funding rounds of non-state component management units (implemented at the beginning of the project implementation period or before reporting to the Project Steering Committee about this activity) 	<ul style="list-style-type: none"> - State actors and qualified organizations have their capacity strengthened to contribute to Vietnam's implementation of SDG 16 (Targets 16.1, 16.2 & 16.3; SDG 5 (Targets 5.1, 5.2 & 5.3); SDG 8 (Targets 8.7 & 8.8) as well as effective implementation of United Nations recommendations that Vietnam accepts 	
		<ul style="list-style-type: none"> - Number of operational tools, guidelines, or frameworks developed to support SDG 16, SDG 5, and SDG 8 implementation and effective implementation of UN recommendations accepted by Vietnam. - Percentage of trained officials and civil servants of MOJ and other agencies have increased awareness and capacity to contribute to Viet Nam's implementation of SDGs 16, 5 and 8 as 	<p>2024: 0</p> <p>2024: 0</p>	<p>TBD</p> <p>TBD</p>	

		<p>well as effective implementation of UN Recommendations that Vietnam accepts</p> <p>- Number of qualified, non-state organizations actively cooperating with judicial agencies to advance SDG 16, 5, 8 and UN recommendations acted by Vietnam at national or local level.</p>	TBD	TBD	
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3 IMPLEMENTATION ARRANGEMENTS

3.1 Implementation Modalities

The Commission will ensure that the EU appropriate rules and procedures for providing financing to third parties are respected, including review procedures, where appropriate, and compliance of the action with EU restrictive measures.

3.1.1 Direct Management (Grants)

Grants (twinning): (direct management)

(a) Purpose of the grant(s)

Grants will contribute to the achievement of the Specific Objectives 1 (Output 1.2 and 1.4)

(b) Type of applicants targeted

Twinning grant(s) applicants must be EU Member State administrations or their mandated bodies.

3.1.2 Direct Management (Grants)

Grants: (direct management)

(a) Purpose of the grant(s)

Grants will contribute to the achievement of the Specific Objectives 1 (Output 1.2)

(b) Type of applicants targeted

- (i) be a legal person,
- (ii) be non-profit-making,
- (iii) Non-State Actors

3.1.3 Indirect Management with a pillar assessed entity

A part of this action may be implemented in indirect management with a pillar assessed entity(ies) and direct management (grants) for Non-State Actors and SDG 16+. (Outputs 2.1, 2.2). This implementation entails all outputs and activities necessary for the achievement of Specific Objectives 1 and 2. The envisaged entity will be selected using the following criteria:

- 1) First-hand understanding of International Human Rights Treaties and mechanisms;
- 2) Long-standing experience working on Rule of Law and Human Rights-related issues in Viet Nam, supported by a presence in the country and a team of qualified core staff;
- 3) Good relations and track records working with the Government of Viet Nam as an independent organisation, free of any conflict of interest;
- 4) Previous experience implementing similar EU-funded projects successfully in Viet Nam.

If the pillar assessed entity needs to be replaced, the Commission's services may select a replacement entity using the same criteria. Whenever an entity is replaced, the decision to replace it must be justified.

3.2 Scope of geographical eligibility for procurement and grants

The geographical eligibility in terms of place of establishment for participating in procurement and grant award procedures and in terms of the origin of supplies purchased as established in the basic act and set out in the relevant contractual documents shall apply.

The Commission's authorising officer responsible may extend the geographical eligibility on the basis of urgency or of unavailability of services in the markets of the countries or territories concerned or in other duly substantiated cases where the application of the eligibility rules would make the realisation of this action impossible or exceedingly difficult (Article 28(10) NDICI-Global Europe Regulation).

3.3 Indicative Budget

Indicative Budget components	EU contribution (amount in EUR)
Implementation modalities – cf 3.1	
Specific objectives 1 and 2 composed of	
Indirect management with pillar assessed entity(ies) - cf. section 3.1.3	11 700 000
Grants (twinning) (direct management) – cf. section 3.1.1	3 000 000
Grants (direct management) – cf. section 3.1.2	10 000 000
Evaluation – cf. section 4.2	300 000
Audit – cf. section 4.3	
Totals	25 000 000

The government of Vietnam intends to provide counterpart funds for project management purpose, in accordance with Vietnamese regulations.

3.4 Organisational Set-up and Responsibilities

3.4.1. Project Steering Committee (PSC)

- The PSC is the highest management level, with the right to decide the operational direction of the EU JULE II Project for implementation modalities, direct and indirect management. The Co-Chairs of the PSC are representatives of the MOJ and the Ambassador - Head of the EU Delegation to Vietnam. Members of the PSC will be determined during implementation in accordance with the participation of relevant agencies and organizations⁶.

Members of the PMU of the MOJ will attend the PSC's meetings as observers to implement contents agreed upon the co-chairs of the PSC during PSC's meetings.

Representatives of the implementing partners under indirect management, EU Members States and the implementing partner of the grants under direct management (Section 3.1.2) will attend as regular observers. Other actors are invited to attend as observers on an ad hoc basis.

- The PSC decides on policies and orientations (including orientation on activities expected to be implemented during the year) to implement the program, approves the Project's annual work plan, decides on criteria for grant approval within the framework of the grants under direct management (Section 3.1.2), review

⁶ Guaranteed similar to the component of the Project Steering Committee of the EU JULE Project phase 1

and approve the winning bidder selected by the Funding Review Board, and decide on other important issues such as deciding on the nomination list of localities participating in the Project implementation, considering approval of the Funding Review Board's members (including member replacement.) The PSC will meet at least once a year and hold extraordinary meetings when convened by one of the two co-heads of the committee. After the Work Plan is approved, if there is a need to supplement or adjust activities during the year, the PMU and EU will discuss, agree, and submit it to the two Co-Heads of the PSC for consideration and decision.

- The PSC shall work on consensus.

3.4.2. MOJ's Project Management Unit

The PMU of the MOJ is the standing agency of the PSC. The MOJ is responsible for the operating costs of the PMU in the counterpart fund of the Vietnamese Government for the Project and from the Project's support sources. The MOJ's PMU has responsibilities to:

- Ensure the achievement of project results and effective budget management according to EU regulations and Vietnamese law;
- Support the MOJ in managing and coordinating Project activities according to Vietnamese law;
- Coordinate with the Department of International Cooperation, MOJ to support the PSC in synthesizing the annual work plan (organize conferences to exchange, discuss, evaluate results and propose activities) and resolving arising issues for both components – State component and JIFF before submitting to the Committee.
- Monitor activities within the framework of the EU JULE II Project including implementation of grants under direct management (Section 3.1.2) (the EU component provides direct support to qualified organizations selected to receive funding approved by the Steering Committee).
- Act as a focal point to help the PSC contact and seek opinions from Vietnamese Government agencies in the management and implementation of the Project, including consulting with the Ministry of Home Affairs on the organizations that won the bids selected by the funding review board to submit to PSC.
- Agree in writing with the selected Non-State Actor responsible for the implementation of grants under direct management (Section 3.1.2) on the implementation of activities approved by competent authorities in the Annual Work Plan.

Two implementation modalities, direct and indirect management be used. Further details regarding the organisational set-up and responsibilities of each mechanism will be explored, discussed and agreed during the inception phase of the Programme. For direct management, the implementing Non-State Actor will be selected through a public, transparent call for proposals in accordance with EU rules and regulations. The EU will consult with MoJ on the guidelines of this call for proposals where the eligibility conditions and selection and award procedures will be specified. Members of the PSC may participate as observers in this process.

A grants committee will be established by the selected Non-State Actor on the basis of the principles of the previous JIFF under the Justice Partnership Programme (2010-2015) and EU JULE I (2015-2024). The composition of the committee will be suggested as follows: 3 independent experts with profound expertise in legal/judicial issues, for instance: legal dissemination and education; access to justice and protection of rights; legal aid. MoJ will propose a member for the committee to the Secretariat. The grants committee will assess grant proposals and select actions to receive funding. The sub-granting award process will be the sole responsibility of the selected Non-State Actor. A list of selected sub-grantees will be shared with the PSC for information and non-objection for implementation. The grant committee shall work on consensus.

4 PERFORMANCE MEASUREMENT

4.1 Monitoring and Reporting

The day-to-day technical and financial monitoring of the implementation of this action will be a continuous process and part of the implementing partner's responsibilities. To this aim, the implementing partner shall

establish a permanent internal, technical and financial monitoring system for the action and elaborate regular progress reports (not less than annual) and final reports. Every report shall provide an accurate account of the implementation of the action, difficulties encountered, changes introduced, as well as the degree of achievement of its results (Outputs and direct Outcomes) as measured by corresponding indicators, using as reference the logframe matrix (for project modality) and the partner's strategy, policy, or reform action plan list (for budget support).

Gender equality and the human rights-based approach will be mainstreamed into the monitoring and evaluation of the project, and indicators will be sex-disaggregated and disaggregated by other relevant aspects whenever possible.

The Commission may undertake additional project monitoring visits through its staff and through independent consultants recruited directly by the Commission for independent monitoring reviews (or recruited by the responsible agent contracted by the Commission for implementing such reviews).

Roles and responsibilities for data collection, analysis and monitoring:

Day-to-day technical and financial monitoring of the implementation of this action will be a continuous process as part of the responsibilities of implementing partners, both under direct and indirect management. To this aim, they shall establish a permanent internal, technical and financial monitoring system for the programme, which will be used to elaborate the progress reports.

The PMU within the MoJ will implement of both mechanisms in order to ensure achievement of expected outputs and effective budget management in accordance with regulations of the EU and Viet Nam's laws.

4.2 Evaluation

Having regard to the nature of the action, mid-term and final evaluations will be carried out for this action or its components via independent consultants contracted by the Commission.

Mid-term evaluation(s) will be carried out for problem-solving and learning purposes, particularly concerning the project's steering and identifying lessons learnt. In addition, the final evaluation will be carried out for accountability and learning purposes at various levels (including for policy revision), taking into account, in particular, the fact that the project is supporting several key ongoing reforms in Viet Nam.

The Commission shall inform the implementing partner at least 30 days in advance of the dates envisaged for the evaluation missions. Furthermore, the implementing partner shall collaborate efficiently and effectively with the evaluation experts and inter alia provide them with all necessary information and documentation, as well as access to the project premises and activities.

The evaluation reports may be shared with the partners and other key stakeholders following the best practice of evaluation dissemination. The implementing partner and the Commission shall analyse the conclusions and recommendations of the evaluations and, where appropriate, apply the necessary adjustments. Evaluation services may be contracted under a framework contract.

4.3 Audit and Verifications

Without prejudice to the obligations applicable to contracts concluded for the implementation of this action, the Commission may, based on a risk assessment, contract independent audit or verification assignments for one or several contracts or agreements.

5 STRATEGIC COMMUNICATION AND PUBLIC DIPLOMACY

The 2021-2027 programming cycle will adopt a new approach to pooling, programming and deploying strategic communication and public diplomacy resources.

It will remain a contractual obligation for all entities implementing EU-funded external actions to inform the relevant audiences of the Union's support for their work by displaying the EU emblem and a short funding statement as appropriate on all communication materials related to the actions concerned. This obligation will continue to apply equally, regardless of whether the actions concerned are implemented by the Commission,

partner countries, service providers, grant beneficiaries or entrusted or delegated entities such as UN agencies, international financial institutions and agencies of EU member states.

However, action documents for specific sector programmes are, in principle, no longer required to include a provision for communication and visibility actions promoting the programmes concerned. Instead, these resources will be consolidated in Cooperation Facilities established by support measure action documents, allowing Delegations to plan and execute multiannual strategic communication and public diplomacy actions with sufficient critical mass to be effective on a national scale.

In Viet Nam, the EU Strategic Communication and Public Diplomacy Action Plan will provide guidelines on communication priorities.



ANNEX II - GENERAL CONDITIONS

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June 2023

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Part One: Provisions Applicable to Activities for which the Partner is the Contracting Authority

Article 1 - General principles

- 1.1 The purpose of Part One is to define the tasks entrusted to the Partner in indirect management as described in Annex I (Technical and Administrative Provisions) and to define the rights and obligations of the Partner and of the Commission in carrying out these tasks.

Part One shall apply to the tasks related to the EU contribution alone or in combination with the funds of the Partner or of a third party where such funds are pooled and thus implemented in joint co-financing.

These tasks encompass the implementation by the Partner as contracting authority of procedures for the award of procurement contracts, grant contracts and contribution agreements as well as the awarding, signing and enforcing of the resulting procurement contracts, grant contracts and contribution agreements. For the purpose of Part One of this Financing Agreement, every reference to grant contracts shall also include contribution agreement and every reference to grant beneficiaries shall also include organisations having signed contribution agreements.

The designation of entities pertaining to the Partner's government or administrative structure and identified in Annex I (Technical and Administrative Provisions) to carry out certain tasks, does not qualify as sub-delegation. Such entities shall respect the rights and obligations laid down in Part One for the Partner as contracting authorities, while at the same time the Partner remains fully responsible for the fulfilment of the obligations stipulated in this Financing Agreement. References in the Financing Agreement to Partner also encompass those entities.

As contracting authority, the Partner shall act under partial delegation, except when it acts under the imprest component of a programme estimate:

- Under partial delegation, the Partner acts as contracting authority for procurement contracts, grant contracts, whereby the Commission controls ex ante all award procedures and executes all related payments to the contractors and grant beneficiaries;
- Under the imprest component of a programme estimate, the Partner acts as contracting authority for procurement and grant contracts, whereby it may, up to established thresholds, conduct procurement and grant award procedures without or with limited ex ante control of the Commission and execute payments to the contractors and grant beneficiaries, as well as in the context of direct labour.

- 1.2 The Partner shall remain responsible for the fulfilment of the obligations stipulated in this Financing Agreement even if it designates other entities identified in Annex I (Technical and Administrative Provisions) to carry out certain tasks. The Commission, in particular, reserves the right to suspend payments, and to suspend and/or terminate this Financing Agreement on the basis of the acts, omissions and/or situations of any designated entity.

- 1.3 The Partner shall set up and ensure the functioning of an effective and efficient internal control system. The Partner shall respect the principles of sound financial management, transparency, non-discrimination, visibility of the European Union in the implementation of the action and avoid situations of conflict of interest.

A conflict of interest exists where the impartial and objective exercise of the functions of any responsible person is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect personal interest.



Financing Agreement - Annex II - General Conditions

Internal control system is a process aimed at providing reasonable assurance that operations are effective, efficient and economical, that the reporting is reliable, that assets and information are safeguarded, that fraud and irregularities are prevented, detected and corrected, and that risks relating to the legality and regularity of the financial operation are adequately managed, taking into account the multiannual character of the activities as well as the nature of the payments concerned.

In particular, where the Partner carries out payments under the imprest component of a programme estimate, the functions of the authorising and accounting officers shall be segregated and mutually incompatible and the Partner shall operate an accounting system that provides accurate, complete, reliable and timely information.

- 1.4 Except where the Partner may apply its own procedures and standard documents for the award of procurement contracts and grant contracts pursuant to Article 5.2, the Partner shall conduct the award procedures and conclude the resulting contracts and agreements in the language of this Financing Agreement. The project/programme shall be implemented under the responsibility of the Partner with the approval of the Commission.
- 1.5 The Partner shall take the necessary measures to ensure the visibility of EU funding for the activities entrusted to it or for other activities under this action in line with the requirements in the 2022 "Communicating and Raising EU visibility: Guidelines for External Action" or any successor document. These measures shall either be defined in Annex I (Technical and Administrative Provisions) or shall be agreed later between the Partner and the Commission.
- 1.6 Under partial delegation and under the imprest component of a programme estimate, the Partner shall keep all relevant financial and contractual supporting documents from the date of the entry into force of this Financing Agreement or as from an earlier date which is stipulated as the start date of the period of execution for five years as from the end of the execution period, in particular, the following:

Procurement procedures:

- a. Prior information notice and contract notice with proof of publication and any corrigenda;
- b. Appointment of shortlist panel;
- c. Shortlist report (incl. annexes) and requests to participate;
- d. Letters to non-shortlisted candidates;
- e. Invitation to tender or equivalent;
- f. Tender dossier including annexes, clarifications, minutes of the meetings, proof of publication;
- g. Appointment of the evaluation committee;
- h. Tender opening report, including annexes;
- j. Evaluation / negotiation report, including annexes and bids received¹;
- k. Notification letter;
- l. Supporting documents;
- m. Cover letter for submission of contract;
- n. Letters to unsuccessful candidates;
- o. Award (including shortlist notice) / cancellation notice, including proof of publication;
- p. Signed contracts, addenda, and relevant correspondence.



¹ Elimination of unsuccessful bids five years after the closure of the procurement procedure



Financing Agreement - Annex II - General Conditions

Calls for proposals and direct award of grants:

- a. Appointment of the evaluation committee;
- b. Opening and administrative report including annexes and applications received²;
- c. Letters to successful and unsuccessful applicants following concept note evaluation;
- d. Concept note evaluation report;
- e. Evaluation report of the full application or negotiation report with relevant annexes;
- f. Eligibility check and supporting documents;
- g. Letters to successful and unsuccessful applicants with approved reserve list following full application evaluation;
- h. Cover letter for submission of grant contract;
- i. Award/cancellation notice with proof of publication;
- j. Signed contracts, addenda, and relevant correspondence.

- 1.7 The Partner shall ensure an appropriate protection of personal data. Personal data means any information relating to an identified or identifiable natural person.

Personal data shall be:

- a. Processed lawfully, fairly and in a transparent manner in relation to the data subject;
- b. Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- c. Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- d. Accurate and, where necessary, kept up to date;
- e. Processed in a manner that ensures appropriate security of the personal data and
- f. Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed. Personal data included in documents to be kept by the Partner in accordance with Article 16.1 has to be deleted once the deadline set out in Article 16.1 has expired.

Any operation involving the processing of personal data, such as collection, recording, organisation, storage, adaption or alteration, retrieval, consultation, use, disclosure, erasure or destruction, shall be based on rules and procedures of the Partner and shall only be done as far as it is necessary for the implementation of this Financing Agreement.

In particular, the Partner shall take appropriate technical and organisational security measures concerning the risks inherent in any such operation and the nature of the information relating to the natural person concerned, in order to:

- a. Prevent any unauthorised person from gaining access to computer systems performing such operations, and especially unauthorised reading, copying, alteration or removal of storage media; unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored information;
- b. Ensure that authorised users of an IT system performing such operations can access only the information to which their access right refers;
- c. Design its organisational structure in such a way that it meets the above requirements.

² Elimination of unsuccessful applications three years after the closure of the grant procedure.

Article 2 - Deadline for the signature of contracts and agreements by the Partner

- 2.1 The procurement contracts and grant contracts shall be signed during the operational implementation period of this Financing Agreement.

When implementing a multi-donor Action, the procurement contracts and grant contracts shall be concluded within the contracting deadline set out in the Special Conditions or set out for the imprest component of the programme estimate.

When the Action is not a multi-donor Action, procurement contracts and grant contracts shall be concluded at the latest within three years of the entry into force of this Financing Agreement.

Additional procurement contracts and grant contracts resulting from an amendment to this Financing Agreement which increases the EU contribution shall be signed at the latest within three years of the entry into force of that amendment to this Financing Agreement, or for a multi-donor Action within the fixed contracting deadline for the additional EU contribution.

The three years-deadline for non-multi-donor Actions may not be extended.

- 2.2 However, the following transactions may be signed at any time during the operational implementation period:
- a. amendments to procurement contracts and grant contracts already signed;
 - b. procurement contracts and grant contracts to be concluded after early termination of existing procurement contracts and grant contracts;
 - c. contracts relating to audit and evaluation, which may also be signed during the closure period;
 - d. operating costs referred to in Article 5.1;
- 2.3 After expiry of the deadlines referred to in Article 2.1, the financial balance for the related activities entrusted to the Partner for which contracts have not been duly signed shall be decommitted by the Commission.
- 2.4 No such decommitment shall apply to the funds budgeted for audit and evaluations referred to in Article 2.2.c) or the operating costs referred to in Article 2.2.d).

Likewise, no such decommitment shall apply to any financial balance of the contingency reserve or to funds available again after early termination of a contract referred to in Article 2.2.b), which both may be used to finance contracts referred to in Article 2.2.

Article 3 - Exclusion and administrative actions

- 3.1 Exclusion criteria

When applying the procedures and standard documents laid down and published by the Commission for the award of procurement and grant contracts, the Partner shall accordingly ensure that no EU financed procurement or grant contract is awarded to a legal or natural person in one of the exclusion situations provided for in the relevant procedures and standard documents of the Commission.

- 3.2 Information duty

The Partner shall inform the Commission when an economic operator or grant applicant is in a situation referred to in Article 3.1, or has committed irregularities and fraud, or has been found in serious breach of its contractual obligations.



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3.3 Administrative actions

Where the Partner becomes aware of one of the situations referred to in Article 3.1 in the implementation of the tasks described in Annex I, the Partner shall, under the conditions of its national legislation, impose upon the economic operator or grant applicant, an exclusion from its future procurement or grant award procedures and/or a financial penalty proportional to the value of the contract concerned. Such financial penalties or exclusions shall be imposed following an adversarial procedure ensuring the right of defence of the person concerned.

The Partner may be exempted from the obligations under the first paragraph where:

- the Partner's national legislation does not allow to impose an exclusion and/or a financial penalty,
- the protection of the EU's financial interests requires to impose an administrative action within deadlines incompatible with the Partner's internal procedures,
- the imposition of an administrative action requires a mobilisation of resources beyond the Partner's means,
- its national legislation does not allow to exclude an economic operator from all EU financed award procedures.

In such cases, the Partner will notify its impediment to the Commission. The Commission may decide to impose to the economic operator or grant applicant an exclusion from future EU financed award procedures and/or a financial penalty not exceeding 10 % of the total value of the contract concerned.

Article 4 - Partial delegation**Award procedures**

- 4.1 The tasks shall be carried out by the Partner in accordance with the procedures and standard documents laid down and published by the Commission for the award of procurement contracts and grant contracts, in force at the time of the launch of the procedure in question.

Ex ante control

- 4.2 To allow ex ante control, the Partner shall submit tender dossiers and documents for calls for proposals, or negotiated procedure to the Commission for approval before launching invitations to tender and calls for proposals, or negotiations. Likewise, the Partner shall invite the Commission to the opening of tenders and proposals, and shall provide the Commission with copies of tenders and proposals received. The Partner shall notify the Commission of the results of the examination of tenders, proposals, or negotiation and shall submit the award proposal, as well as the draft procurement contracts and grant contracts to the Commission for approval.

During the implementation of the procurement contracts and grant contracts, the Partner shall equally submit draft addenda and draft administrative orders thereto, to the Commission for prior approval.

The Partner shall invite the Commission for provisional and final acceptance.

Report and Management Declaration

- 4.3 If Article 5 of the Special Conditions so provides, the report on the implementation of the tasks entrusted to the Partner shall follow the template provided in Annex III and the management declaration shall follow the template provided in Annex IV. An independent external audit opinion on the management declaration, performed in accordance with internationally accepted auditing standards, does not have to be provided in this case as the Commission shall conduct the audits for this action. These audits will verify the truthfulness of the assertions made in the management declaration and the legality and regularity of the underlying transactions made.

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Payment procedures

- 4.4 The Partner shall provide the Commission with the approved payment requests within the following deadlines, starting from the date of receipt of the payment request, not counting the periods of suspension of the time-limit for payment:

- (a) 15 calendar days for pre-financing specified in the procurement contract and grant contract;
- (b) 45 calendar days for other payments.

The Commission shall act in accordance with Articles 4.9 and 4.10 within the period amounting to the time-limit for payment provided for in the procurement contract and grant contracts minus the above deadlines.

- 4.5 Upon receipt of a payment request from a contractor, or grant beneficiary, the Partner shall inform the Commission of its receipt and shall immediately examine whether the request is admissible, i.e. whether it contains the identification of that contractor or grant beneficiary, the contract or agreement concerned, the amount, the currency and the date. If the Partner concludes that the request is inadmissible, it shall reject it and inform the contractor or grant beneficiary of this rejection and of its reasons within 30 days of receipt of the request. The Partner shall also inform the Commission of this rejection and its reasons.
- 4.6 Upon receipt of an admissible payment request, the Partner shall examine whether a payment is due, i.e. whether all contractual obligations justifying the payment have been fulfilled, including examining a report, where applicable. If the Partner concludes that a payment is not due, it shall inform the contractor or grant beneficiary thereof and of the reasons. The dispatch of this information suspends the time-limit for payment. The Commission shall receive a copy of the information so dispatched. The Commission shall also be informed of the reply or corrective action of the contractor or grant beneficiary. That reply or action aimed at correcting the non-compliance with its contractual obligations shall restart the time-limit for payment. The Partner shall examine this reply or action pursuant to this paragraph.
- 4.7 If the Commission disagrees with the Partner's conclusion that a payment is not due, it shall inform the Partner thereof. The Partner shall re-examine its positions and, if it concludes that the payment is due, it shall inform thereof the contractor or grant beneficiary. The suspension of the time-limit for payment shall be lifted upon dispatch of this information. The Partner shall also inform the Commission. The Partner shall further proceed as provided for in Article 4.8.
- If disagreement between the Partner and the Commission persists, the Commission may pay the undisputed part of the invoiced amount provided that it is clearly separable from the disputed amount. It shall inform the Partner and the contractor or grant beneficiary of this partial payment.
- 4.8 Where the Partner concludes that the payment is due, it shall transfer the payment request and all necessary accompanying documents to the Commission for approval and payment. It shall provide an overview of how many days of the time-limit for payment are left and of all periods of suspension of this time-limit.
- 4.9 After transfer of the payment request pursuant to Article 4.8, if the Commission concludes that the payment is not due, it shall inform the Partner and, in copy, the contractor or grant beneficiary thereof and of the reasons. Informing the contractor or grant beneficiary shall have the effect of suspending the time-limit for payment, as provided for in the contract concluded. A reply or corrective action of the contractor or grant beneficiary shall be treated by the Partner in accordance with Article 4.6.
- 4.10 Where the Partner and the Commission conclude that the payment is due, the Commission shall execute the payment.

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- 4.11 Where late-payment interest is due to the contractor or grant beneficiary, it shall be allocated between the Partner and the Commission pro rata to the days of delay in excess of the time limits stipulated in Article 4.4, subject to the following:
- (a) the number of days used by the Partner is calculated from the date of the registration of an admissible payment request referred to in Article 4.6 to the date of the transfer of the request to the Commission referred to in Article 4.8 and from the date of information by the Commission referred to Article 4.9 to the following transfer of the request to the Commission referred to in Article 4.8. Any period of suspension of the time-limit for payment shall be deducted.
 - (b) the number of days used by the Commission is calculated from the date following that of transfer of the request by the Partner referred to in Article 4.8 to the date of payment and from the date of transfer to the date of informing the Partner pursuant to Article 4.9.
- 4.12 Any circumstances unforeseen by the above procedure shall be solved in a spirit of cooperation between the Partner and the Commission by analogy to the above provisions while respecting the contractual relations of the Partner with the contractor or grant beneficiary.
- Where feasible, one party shall cooperate at the request of the other party in providing useful information for the assessment of the payment request, even before the payment request is formally transferred to or returned from the first party.
- 4.13 A procurement contract or grant contract which has not given rise to any payment within two years of its signature shall be automatically terminated and its funding shall be decommitted, except in case of litigation before judicial courts or arbitral bodies.

Article 5 - Imprest component of the programme estimate**Application**

- 5.1 The programme estimate is a document laying down the programme of activities to be carried out and the human and material resources required, the corresponding budget and the detailed technical and administrative implementing arrangements for the execution of these operational activities over the operational implementation period of this Financing Agreement.

The programme estimate implementing the Financing Agreement must respect the procedures and standard documents concerning programme estimates laid down by the Commission, in force at the time of the adoption of the programme estimate in question.

The body implementing those operational activities within the programme estimate, may be the central government of the Partner itself (central operations) or a commissioned public law or private law body with a public-service mission (public commissioned operations) .

The programme estimate shall have an imprest component and may have a component of specific commitments.

Under the component of specific commitments, Article 4 shall apply.

Under the imprest component of the programme estimate, the implementing body may, up to established thresholds, conduct procurement and grant award procedures without or with limited ex ante control of the Commission and execute payments to the contractors and grant beneficiaries, as well as in the context of direct labour.

Direct labour relates to the operational activities which the implementing body executes directly using staff it employs and/or its existing resources (machinery, equipment, other inputs).



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The operating costs incurred by the implementing body may be eligible for EU financing under the imprest component of the programme estimate. If so, they shall be eligible for EU financing during the entire duration of the execution period of this Financing Agreement, unless an earlier start of cost eligibility is stipulated in Article 6 of the Special Conditions. Operating costs are costs of the implementing body incurred in carrying out implementation tasks and include local staff, utilities (e.g. water, gas, and electricity), rental of premises, consumables, maintenance, short-term business trips and fuel for vehicles. They shall not include procurement of vehicles or of any other equipment, or any operational activity. Such ordinary operating costs may be charged and paid in accordance with the implementing body's own procedures.

Award procedures

- 5.2 Under the imprest component of the programme estimate, the implementing body may carry out, totally or partially, the award procedures for procurement and grant contracts in accordance with its own procedures and standard documents, to the extent that the Commission establishes that there is a level of protection of the financial interests of the Union equivalent to the Commission's through a pillar assessment.

To the extent that no such evidence is obtained, the award procedures for procurement and grant contracts shall be carried out by the implementing body in accordance with the procedures and standard documents laid down and published by the Commission, in force at the time of the launch of the procedure in question. By derogation, the Partner may use its standard procurement contracts for contracts with a value not exceeding EUR 20 000.

Ex ante control

- 5.3 Under the imprest component, unless the Technical and Administrative Arrangements of the programme estimate stipulate otherwise, the implementing body shall submit to the Commission for prior approval, the tender dossiers and proposals for award decision of procurement contracts whose value exceeds EUR 100 000, as well as all guidelines for applications and proposals for award decisions of grant contracts, which follow the procedures and standard documents laid down and published by the Commission.

In addition to the record-keeping obligations laid down in Article 1.6 of these General Conditions, the Partner shall, during the same period, keep all relevant financial and contractual supporting documents.

Management declaration

- 5.4 The Partner shall submit to the Commission annually, by the date stipulated in Article 6 of the Special Conditions, a management declaration signed by the Partner using the template in Annex IV.

An independent external audit opinion on the management declaration, performed in accordance with internationally accepted auditing standards, does not have to be provided in this case as the Commission shall conduct the audits for this action. These audits will verify the truthfulness of the assertions made in the management declaration and the legality and regularity of the underlying transactions made.

Payments

- 5.5 The Commission shall transfer the first pre-financing instalment, upon signature of the programme estimate by all parties, within 30 calendar days.

The Commission shall pay the further pre-financing instalments within 60 calendar days of receiving and approving the payment request and its reports.



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Late-payment interest shall be due pursuant to the applicable Financial Regulation. The time-limit for the payment may be suspended by the Commission by informing the Partner, at any time during the period referred to above, that the payment request cannot be met, either because the amount is not due or because the appropriate supporting documents have not been produced. If information which puts in doubt the eligibility of expenditure appearing in a payment request comes to the notice of the Commission, the Commission may suspend the time-limit for the payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is indeed eligible. The suspension and the reasons for it shall be communicated to the Partner as soon as possible. The time-limit for the payment shall resume once the missing supporting documents have been provided or the payment request has been corrected.

- 5.6 The Commission shall make payments to a bank account opened at a financial institution accepted by the Commission.
- 5.7 The Partner shall guarantee that funds paid by the Commission can be identified in this bank account.
- 5.8 Transfers in euro shall, if necessary, be converted into the Partner's national currency as and when payments have to be made by the Partner, at the bank rate in force on the day of payment by the Partner.

Article 6 - [empty]**Article 7 - Publication of information on procurement and grant contracts by the Partner**

- 7.1 The Partner undertakes to publish each year in a dedicated and easily accessible place of its internet site, for each procurement and grant contract for which it is contracting authority under the imprest component of the programme estimate referred to in Article 5, its nature and purpose, the name and locality of the contractor (contractors in case of a consortium) or grant beneficiary (grant beneficiaries in case of a multi-beneficiary grant), as well as the amount of the contract.

The locality of a natural person shall be a region at NUTS2 level. The locality of a legal person shall be its address.

If such internet publication is impossible, the information shall be published by any other appropriate means, including the official journal of the Partner.

Article 6 of the Special Conditions shall stipulate the location, on the internet or otherwise, of the place of publication; reference shall be made to this location in the dedicated place of the internet site of the Commission.

- 7.2 Education support and direct financial support to natural persons most in need shall be published anonymously and in an accumulated manner by category of expenditure.

Names of natural persons shall be replaced by "natural person" two years after publication. The name of a legal entity containing that of a natural person involved in this entity shall be treated as a natural person's name.

Publication of names of natural persons shall be waived if such publication risks violating their fundamental rights or damaging their commercial interests.

The Partner shall present a list of data to be published on natural persons with any justifications for proposed waivers of publication to the Commission which must grant prior authorisation to this list. Where necessary, the Commission shall complete the locality of the natural person limited to a region at NUTS2 level.



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- 7.3 Publication of the procurement and grant contracts concluded (i.e. signed by the Partner and the contractor or grant beneficiary) during the reporting period shall take place within six months following the date for submitting the report pursuant to Article 6 of Special Conditions.
- 7.4 Publication of contracts may be waived if such publication risks harming the commercial interests of contractors or grant beneficiaries. The Partner shall present a list with such justifications to the Commission which must grant prior authorisation to such publication waiver.
- 7.5 Where the Commission carries out payments to contractors or grant beneficiaries pursuant to Article 4, it shall ensure the publication of information on procurement contracts and grant contracts according to its rules.

The Partner shall promptly inform the Commission of the initiation of any arbitration proceedings resulting from a procurement contract and promptly communicate to the Commission any resulting arbitral award. The Partner agrees that, at the request of the arbitral tribunal, the Commission shall publish any arbitral award resulting from a procurement contract, after anonymisation, on the Commission's external website.

Article 8 - Recovery of funds

- 8.1 The Partner shall take any appropriate measures to recover the funds unduly paid.
Amounts unduly paid and recovered by the Partner, amounts from financial guarantees lodged on the basis of procurement and grant award procedures, amounts from financial penalties imposed by the Partner, as well as damages awarded to the Partner shall be returned to the Commission.
- 8.2 Without prejudice to the above responsibility of the Partner to recover funds unduly paid, the Partner agrees that the Commission may, in accordance with the provisions of the Financial Regulation applicable and this Financing Agreement, formally establish an amount as being unduly paid under procurement contracts and grant contracts financed under Part One and proceed to its recovery by any means on behalf of the Partner, including by offsetting the amount owed by the contractor or grant beneficiary against any of its claims against the EU and by forced recovery before the competent courts.
- 8.3 To this end, the Partner shall provide to the Commission all the documentation and information necessary. The Partner hereby empowers the Commission to carry out the recovery in particular by calling on a guarantee of a contractor or grant beneficiary of which the Partner is the contracting authority or by offsetting the funds to be recovered against any amounts owed to the contractor or grant beneficiary by the Partner as contracting authority and financed by the EU under this or another Financing Agreement or by forced recovery before the competent courts.
- 8.4 The Commission shall inform the Partner that the recovery proceedings have been initiated (including where necessary before a national court).
- 8.5 Where the Partner is a grant beneficiary of an entity with which the Commission concluded a contribution agreement, the Commission may recover funds from the Partner which are due to the entity but which the entity was not able to recover itself.

Article 9 - Financial claims under procurement and grant contracts

The Partner undertakes to confer with the Commission before taking any decision concerning a request for compensation made by a contractor or grant beneficiary and considered by the Partner to be justified in whole or in part. The financial consequences may be borne by the EU only where the Commission has given its prior authorisation. Such prior authorisation is also required for any use of funds committed under the present Financing Agreement to cover costs arising from disputes relating to contracts.



Article 10 - Cost overruns and ways of financing them

- 10.1 Individual overruns of the budget headings of the activities implemented by the Partner shall be dealt with by reallocating funds within the overall budget, in accordance with Article 25 of these General Conditions.
- 10.2 Wherever there is a risk of overrunning the amount foreseen for the activity implemented by the Partner, the Partner shall immediately inform the Commission and seek its prior authorisation for the corrective activities planned to cover the overrun, proposing either to scale down the activities or to draw on its own or other non-EU resources.
- 10.3 If the activities cannot be scaled down, or if the overrun cannot be covered either by the Partner's own resources or other resources, the Commission may, at the Partner's duly substantiated request, decide to grant additional EU financing. Should the Commission take such a decision, the excess costs shall be financed, without prejudice to the relevant EU rules and procedures, by the release of an additional financial contribution to be set by the Commission. This Financing Agreement shall be amended accordingly.

Part Two: Provisions Applicable to Budget Support**Article 11 - Policy dialogue**

The Partner and the EU commit to engage in a regular constructive dialogue at the appropriate level on the implementation of this Financing Agreement.

Where the Partner is an ACP State this dialogue may form a part of the broader political dialogue provided for in Article 8 of the ACP-EC Partnership Agreement, or legal instrument replacing the ACP-EC Partnership Agreement.

Article 12 - Verification of conditions and disbursement

- 12.1. The Commission shall verify the conditions for the payment of the tranches of the budget support component, as identified in Annex I (Technical and Administrative Provisions).
- Where the Commission concludes that the conditions for payment are not fulfilled, it shall inform the Partner thereof without undue delay.
- 12.2. Disbursement requests submitted by the Partner shall be eligible for EU financing provided that they are in accordance with the provisions set out in Annex I (Technical and Administrative Provisions) and that they are submitted during the operational implementation period.
- 12.3. The Partner shall apply its national foreign exchange regulations in a nondiscriminatory manner to all disbursements of the budget support component.

Article 13 - Transparency of budget support

The Partner hereby agrees to the publication by the Commission, of this Financing Agreement and any amendment thereof, including by electronic means, and of such basic information on the budget support which the Commission deems appropriate. Such publication shall not contain any data in violation of the EU laws applicable to the protection of personal data.



Article 14 - Recovery of budget support

All or part of the budget support disbursements may be recovered by the Commission, with due respect to the principle of proportionality, if the Commission establishes that payment has been vitiated by a serious irregularity attributable to the Partner, in particular if the Partner provided unreliable or incorrect information, or if corruption or fraud was involved.

**Part Three: Provisions Applicable to this Action as a Whole,
Irrespective of the Management Mode****Article 15 - Execution period and contracting deadline**

15.1 The execution period of this Financing Agreement shall comprise two periods:

- an operational implementation period, in which the operational activities of the action are carried out. This period shall start on the entry into force of this Financing Agreement or on the date stipulated in the Special Conditions and end with the opening of the closure period;
- a closure period, during which final audit and evaluation are carried out and contracts and the programme estimate for the implementation of this Financing Agreement are technically and financially closed. The duration of this period is stipulated in Article 2.3 of the Special Conditions. It starts after the end of the operational implementation period.

These periods shall be reflected in the agreements to be concluded by the Partner and by the Commission in the implementation of this Financing Agreement, in particular in contribution agreements and procurement and grant contracts.

15.2 Costs related to the operational activities shall be eligible for EU financing only if they have been incurred during the operational implementation period. Costs related to final audits and evaluation, to closure activities and operating costs referred to in Article 5.1 shall be eligible until the end of the closure period.

15.3 Any balance remaining from the EU contribution shall be automatically decommitted no later than six months after the end of the execution period.

15.4 In exceptional and duly substantiated cases, a request may be made for the extension of the operational implementation period or the closure period, as well as correlatively of the execution period. If agreed upon, the Financing Agreement shall be amended accordingly.

15.5 Article 2 of these General Conditions shall apply to procurement contracts, grant contracts and contribution agreements awarded by the Commission as contracting authority. The agreements for blending operations may be concluded at any time within the operational implementation period.

Article 16 - Verifications and checks by the Commission, the European Anti-Fraud Office (OLAF), the European Public Prosecutor Office (EPPO) and the European Court of Auditors

16.1 The Partner shall assist and support the verifications and checks carried out by the Commission, OLAF, EPPO and the European Court of Auditors at their request.

The Partner agrees to the Commission, EPPO, OLAF and the European Court of Auditors conducting documentary and on-the-spot controls on the use made of EU financing under the activities under this Financing Agreement and carrying out a full audit, if necessary, on the basis of supporting documents of accounts and accounting documents and any other documents relating to the financing of the activities, throughout the duration of this Financing Agreement and for five years from the end of the execution period.

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- 16.2 The Partner also agrees that EPPO and OLAF may carry out on-the-spot checks and verifications in accordance with the procedures laid down by EU law for the protection of the EU's financial interests against fraud and other irregularities.

To that end, the Partner shall grant officials of the Commission, EPPO, OLAF and the European Court of Auditors and their authorised agents access to sites and premises at which operations financed under this Financing Agreement are carried out, including their computer systems, and to any documents and computerised data concerning the technical and financial management of those operations, and to take every appropriate measure to facilitate their work. Access by authorised agents of the Commission, EPPO, OLAF and the European Court of Auditors shall be granted on conditions of strict confidentiality with regard to third parties, without prejudice to public law obligations to which they are subject. Documents must be accessible and filed in a manner permitting easy inspection, the Partner being bound to inform the Commission, EPPO, OLAF or the European Court of Auditors of the exact location at which they are kept.

- 16.3 The checks and audits described above shall also apply to contractors, grant beneficiaries, organisations having signed contribution agreements and subcontractors or recipients of financial support who have received EU financing.
- 16.4 The Partner shall be notified of on the spot missions by agents appointed by the Commission, OLAF or the European Court of Auditors.

Article 17 - Tasks of the Partner in fighting irregularities, fraud and corruption

- 17.1 The Partner shall immediately inform the Commission of any element brought to its attention which arouses suspicions of irregularities, fraud or corruption and of any measure taken or planned to deal with them.
- 17.2 The Partner shall ensure and check regularly that the actions financed from the budget are effectively carried out and implemented correctly. It shall take appropriate measures to prevent, detect and correct irregularities and fraud and where necessary, bring prosecutions and recover funds unduly paid.

"Irregularity" shall mean any infringement of this Financing Agreement, implementing contracts and programme estimate or of EU law resulting from an act or omission by anyone who has, or would have, the effect of prejudicing the funds of the EU, either by reducing or losing revenue owed to the EU, or by an unjustified item of expenditure.

"Fraud" shall mean any intentional act or omission concerning:

- the use or presentation of false, incorrect or incomplete, statements or documents which has as its effect the misappropriation or wrongful retention of funds from the general budget of the EU;
- non-disclosure of information in violation of a specific obligation, with the same effect;
- the misapplication of such funds for purposes other than those for which they are originally granted.

- 17.3 The Partner undertakes to take every appropriate measure to prevent, detect and punish any practices of active or passive corruption during the implementation of the Financing Agreement.

"Passive corruption" shall mean the deliberate action of an official, who, directly or through an intermediary, requests or receives advantages of any kind whatsoever, for himself or for a third party, or accepts a promise of such an advantage, to act or refrain from acting in accordance with his duty or in the exercise of his functions in breach of his official duties, which has, or would have, the effect of harming the EU's financial interests.



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"Active corruption" shall mean the deliberate action of whosoever promises or gives, directly or through an intermediary, an advantage of any kind whatsoever to an official, for himself or for a third party, to act or refrain from acting in accordance with his duty or in the exercise of his functions in breach of his official duties, which has, or would have, the effect of harming the EU's financial interests.

- 17.4 If the Partner does not take appropriate measures to prevent fraud, irregularities and corruption, the Commission may adopt precautionary measures including the suspension of this Financing Agreement.

Article 18 - Suspension of payments

- 18.1 Without prejudice to the suspension or termination of this Financing Agreement according to Articles 26 and 27, respectively, the Commission may suspend payments partially or fully, if:

- a) the Commission has established or has serious concerns that, on the basis of information it received, and needs to verify, the Partner has committed substantial errors, irregularities or fraud in the procurement and grant award procedure or in the implementation of the action, or the Partner has failed to comply with its obligations under this Financing Agreement, including obligations regarding the implementation of the Communication and Visibility plan;
- b) the Commission has established or has serious concerns that, on the basis of information it received, and needs to verify, the Partner has committed systemic or recurrent errors, irregularities, fraud or breach of obligations under this or other Financing Agreements, provided that those errors, irregularities, fraud or breach of obligations have a material impact on the implementation on this Financing Agreement or call into question the reliability of the Partner's internal control system or the legality and regularity of the underlying expenditure;
- c) the Commission suspects that the Partner committed substantial errors, irregularities, fraud or breach of obligations in the procurement and grant award procedure or in the implementation of the action and needs to verify whether they have occurred.
- d) it is necessary to prevent significant damage to the financial interests of the EU.

- 18.2 The Commission shall immediately inform the Partner about the suspension of payments and of the reasons for this suspension.

- 18.3 The suspension of payments shall have the effect of suspending payment time-limits for any payment request pending.

- 18.4 In order to resume payments the Partner shall endeavour to remedy the situation leading to the suspension as soon as possible and shall inform the Commission of any progress made in this respect. The Commission shall, as soon as it considers that the conditions for resuming payments have been met, inform the Partner thereof.

Article 19 - [empty]

Article 20 - Right of establishment and residence

- 20.1 Where justified by the nature of the procurement contract, grant contract or contribution agreement, the Partner shall entitle natural and legal persons participating in invitations to tender for works, supply or service contracts or calls for proposals and organisations expected to sign contribution agreements with a provisional right of establishment and residence in the Partner's territory(ies). This right shall remain valid for one month after the contract is awarded.




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- 20.2 The Partner shall also entitle procurement contractors, grant beneficiaries, organisations having signed contribution agreements and natural persons whose services are required for the performance of this action and members of their families with similar rights during the implementation of the action.

Article 21 - Tax and customs provisions and foreign exchange arrangements

Where a Framework Agreement is applicable, which includes more detailed provisions on this subject, these provisions shall apply as well.

Article 22 - Confidentiality

- 22.1 The Partner agrees that documents and information related to the Action and held by any entity may be forwarded to the Commission, by that entity, for the sole purpose of implementing this or another Financing Agreement.
- 22.2 Without prejudice to Article 16 of these General Conditions, the Partner and the Commission shall preserve the confidentiality of any document, information or other material directly related to the implementation of this Financing Agreement that is classified as confidential.
- 22.3 The Parties shall obtain each other's prior written consent before publicly disclosing such information.
- 22.4 The Parties shall remain bound by the confidentiality until five years after the end of the execution period.
- 22.5 The Partner shall also comply with the obligations under Article 1.7 where the Commission provides personal data to the Partner, for example in the context of procedures and contracts managed by the Commission.

Article 23 - Use of studies

The contract related to any study financed under this Financing Agreement shall include the right for the Partner and for the Commission to use the study, to publish it and to disclose it to third parties.

Article 24 - Consultation between the Partner and the Commission

- 24.1 The Partner and the Commission shall consult each other before taking any dispute relating to the implementation or interpretation of this Financing Agreement further pursuant to Article 28 of these General Conditions.
- 24.2 Where the Commission becomes aware of problems in carrying out procedures relating to management of this Financing Agreement, it shall establish all necessary contacts with the Partner to remedy the situation and take any steps that are necessary.
- 24.3 The consultation may lead to the amendment, suspension or termination of this Financing Agreement.
- 24.4 The Commission shall regularly inform the Partner of the implementation of activities described in Annex I which do not fall under Parts One and Two of these General Conditions.

Article 25 - Amendment of this Financing Agreement

- 25.1 Any amendment of this Financing Agreement shall be made in writing, including an exchange of letters.



June 2023

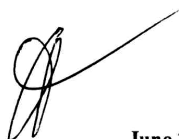
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- 25.2 If the request for an amendment comes from the Partner, the latter shall submit that request to the Commission at least three months before the amendment is intended to enter into force, except in cases which are duly substantiated by the Partner and accepted by the Commission. In the exceptional cases of an adjustment of the objectives of the action and/or an increase in the EU contribution, such request shall be submitted at least six months before the amendment is intended to enter into force.
- 25.3 If the adjustment both does not significantly affect the objectives of the activity implemented pursuant to Part One of these General Conditions, and if it concerns matters of detail which do not affect the technical solution adopted, and if it does not include the reallocation of funds, or if it concerns reallocations of funds for an amount equivalent to the amount of the contingency reserve, the Partner shall inform the Commission of the adjustment and its justification in writing as soon as possible and may apply that adjustment.
- 25.4 The use of the contingency reserve provided for an action shall be subject to the Commission's prior written approval.
- 25.5 Where the Commission considers that the Partner ceases to perform satisfactorily the tasks entrusted pursuant to Article 1.1 of these General Conditions and without prejudice to Articles 26 and 27 of these General Conditions, the Commission may decide to retake the tasks entrusted from the Partner in order to continue the implementation of the activities on behalf of the Partner after informing the latter in writing.

Article 26 - Suspension of this Financing Agreement

- 26.1 The Financing Agreement may be suspended by the Commission in any of the following cases:
- a. the Partner breaches an obligation under this Financing Agreement.
 - b. the Partner breaches any obligation set under the procedures and standard documents referred to in Articles 1, 4 and 5 of these General Conditions.
 - c. the Partner fails to observe the principles of international law, including the principles as referred to in the United Nations Charter, the principles of democracy, the rule of law or good governance, or respect for human rights and fundamental freedoms or for internationally recognised nuclear safety standards, in serious cases of corruption or if the Partner is guilty of grave professional misconduct proven by any justified means. Grave professional misconduct is to be understood as any of the following:
 - a violation of applicable laws or regulations or ethical standards of the profession to which a person or entity belongs, or
 - any wrongful conduct of a person or entity which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence.
 - d. in cases of force majeure, as defined below.

"Force majeure" shall mean any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations, not attributable to error or negligence on their part (or the part of their contractors, agents or employees) and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial difficulties cannot be invoked as force majeure. A party shall not be held in breach of its obligations if it is prevented from fulfilling them by a case of force majeure of which the other party is duly informed. A party faced with force majeure shall inform the other party without delay, stating the nature, probable duration and foreseeable effects of the problem, and take any measure to minimise possible damage. Neither of the Parties shall be held liable for breach of its obligations under this Financing Agreement if it is prevented from fulfilling them by force majeure, provided it takes measures to minimise any possible damage.



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- e. in cases such as crisis or change of position at national level, including its policy priorities.
- 26.2 The Commission may suspend this Financing Agreement without prior notice.
- 26.3 The Commission may take any appropriate precautionary measure before suspension takes place.
- 26.4 When the suspension is notified, the consequences for the on-going procurement and grant contracts, contribution agreements and programme estimates shall be indicated.
- 26.5 A suspension of this Financing Agreement is without prejudice to the suspension of payments and termination of this Financing Agreement by the Commission in accordance with Article 18 and 27 of the General Conditions.
- 26.6 The parties shall resume the implementation of the Financing Agreement once the conditions allow with the prior written approval of the Commission. This is without prejudice to any amendments of this Financing Agreement which may be necessary to adapt the action to the new implementing conditions, including, if possible, the extension of the operational implementation period, or the termination of this Financing Agreement in accordance with Article 27.

Article 27 - Termination of this Financing Agreement

- 27.1. If the issues which led to the suspension of this Financing Agreement have not been resolved within a maximum period of 180 days, either party may terminate this Financing Agreement at 30 days' notice.
- 27.2. Without prejudice to Article 27.1 above, if at any time, the Commission believes that the purpose of this Financing Agreement can no longer effectively or appropriately performed, this Financing Agreement may be terminated by serving (30) thirty days written motivated notice.
- 27.3. This Financing Agreement shall be automatically terminated, if no implementing contract has been signed within the deadlines of Article 2.
- 27.4 The consequences of such terminations on the ongoing activities may be analysed, where relevant, and determined on a case by case basis.

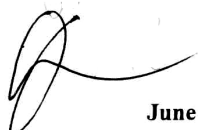
Article 28 - Dispute settlement arrangements

- 28.1 Any dispute concerning this Financing Agreement which cannot be settled within a six-month period by the consultations between the parties provided for in Article 24 of these General Conditions may be settled by arbitration at one of the parties' request.

Where the Partner is an ACP State or an ACP regional body or organisation, the dispute shall be submitted, prior to arbitration and after the mutual consultations. Each party shall designate an arbitrator within 30 days of the request for arbitration. Failing that, either party may ask the Secretary-General of the Permanent Court of Arbitration (The Hague) to designate a second arbitrator. The two arbitrators shall in their turn designate a third arbitrator within 30 days. Failing that, either party may ask the Secretary-General of the Permanent Court of Arbitration to designate the third arbitrator.

- 28.2 The procedure laid down in the 2012 Permanent Court of Arbitration Rules for Arbitration shall apply. The arbitrators' decisions shall be taken by a majority within a period of three months.
- 28.3 Each party shall be bound to take the measures necessary for the application of the arbitrators' decision.

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