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PROJECT AGREEMENT BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT (AID), AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND

THE GOVERNMENT OF VIETNAM

The above-named parties hereby mutually agree to carry out a project in accordance with the terms set forth herein and the terms set forth in any annexes attached hereto, as checked below:

- PROJECT DESCRIPTION ANNEX A, FOREIGN CURRENCY STANDARD PROVISIONS ANNEX, STANDARD PROVISIONS ANNEX, USAID/GVN Standard PROVISIONS ANNEX

This Project Agreement is further subject to the terms of the following agreement between the two governments, as modified and supplemented:

GENERAL AGREEMENT FOR TECHNICAL COOPERATION DATE

ECONOMIC COOPERATION AGREEMENT DATE 9/7/51

(Other) L/C Letter of Understanding DATE 6/16/69

Table with columns: AID FINANCING (DOLLAR, LOCAL CURRENCY), PREVIOUS TOTAL (A), INCREASE (B), DECREASE (C), TOTAL TO DATE (D). Rows include (a) Total, (b) Contract Services, (c) Commodities, (d) Other Costs, and Special Fund.

1. PROJECT/ACTIVITY NO. 730-11-710-352 PAGE 1 OF 15 PAGES

2. AGREEMENT NO. 70-001 3. ORIGINAL OR REVISION NO.

4. PROJECT/ACTIVITY TITLE National Police Support (Manpower and Training)

5. PROJECT DESCRIPTION AND EXPLANATION ALLOCATION NO. 68-120 (See Annex II attached)

6. AID APPROPRIATION SYMBOL Trust Fund Allocation Account Symbol 7. AID ALLOTMENT SYMBOL 168-50-730-05-69-00

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10. SPECIAL PROVISIONS (See Additional Continuation Sheet, if Necessary)

- See following ProcAg for: US\$ Funding (Commodities) - 69-122, US\$ Funding (Commodities) - 69-051, US\$ Funding (Services) - 69-146, VN\$ AAC (CY-68) - 69-029

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11. DATE OF ORIGINAL AGREEMENT July 15, 1969 12. DATE OF THIS REVISION 13. ESTIMATED FINAL CONTRIBUTION DATE June 30, 1971 14. FOR THE COOPERATING GOVERNMENT OR AGENCY SIGNATURE Huynh Van Dao DATE July 14, 1969 15. FOR THE AGENCY FOR INTERNATIONAL DEVELOPMENT SIGNATURE D. G. MacDONALD DATE 7-15-69

10-7-69 Minister of Interior

Director General of the National Police

PROJECT AGREEMENT

BETWEEN AID AND

The Government of Vietnam

AN AGENCY OF THE GOVERNMENT OF
Allocation No. 68-120

1. Project/Activity No.
730-11-710-352

2. Agreement No.
70-001

3. Project/Activity Title
National Police Support
(Manpower & Training)

3. Original or
Revision No. _____

I. BACKGROUND

The Government of Vietnam and the United States Agency for International Development have approved an increase in the CY 1969 National Police Force level to 90,000. In a further manpower action, a supplemental request for 2,200 additional men has been submitted to the GVN Legislature. As a result of these actions, a police force level of 92,200 is expected by the end of CY 1969.

The present on-board strength of the National Police totals 77,000. Based on past experience, an attrition of 1,800 personnel is expected by the end of 1969. Accordingly, the National Police will recruit 17,000 men during the remainder of CY 1969.

To attain the police force expansion of 17,000 men, GVN Agencies have agreed to provide 13,000 men (in increments of 3,000 men per month) to the National Police by the end of CY 1969. The Director General of National Police expects to recruit the remaining requirement of 4,000 men from the civilian sector. To fulfill its responsibility in providing basic police training to all new recruits, the Director General of National Police is faced with the task of training 17,000 students during the remainder of CY 1969.

Existing National Police basic training facilities cannot accommodate the training needs for 17,000 men. An increase of 2,200 spaces in existing training facilities is required. Based on a study and review of existing options, the decision has been made to expand the training facilities at the Rach Dua facilities to provide for a capacity of 5,000 students.

II. PURPOSE

The purpose of this agreement is to expand the facilities at the National Police Basic Training Center at Rach Dua.

III. RESPONSIBILITIES

A. GVN

1. The Office of the Prime Minister agrees to the use of VN\$50,000,000 from the Special Fund for the expansion of the Rach Dua Training Center within the Ministry of Interior.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

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PROJECT AGREEMENT
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AN AGENCY OF THE GOVERNMENT OF
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1. Project/Activity No.
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2. The Ministry of the Interior will designate the Director General of National Police as Project Manager to represent the Ministry in carrying out this project; agrees to support the project and personnel through the normal revenues made available to the Ministry for its operations; and certifies that title to any land required for this construction project is clearly vested in the GVN.

3. The Project Manager will:

- a. Take the necessary steps to allocate and have delivered to the building site: 22,000 bags of cement; 3,500 lengths (16') of 3/8" rebar; and, 26,000 sheets of Aluminum roofing from in-country stocks.
- b. Designate officials of the Directorate to act as counterparts to the U.S. Advisors who are assigned to work on the project when requested to do so by the Project Representative.
- c. Provide the required instructors necessary to train the expanded student population.

B. USG

- 1. The United States Agency for International Development (USAID) designates the Director for Public Safety or his designee to serve as Project Representative for this project and agrees to:
 - a. Pay the dollar costs of U.S. Advisors to be assigned for work on this project.
 - b. To the use of VN\$50,000,000 from the Special Fund as stated on the face sheet of this Agreement, for the expansion of the Rach Dua Training Center.
 - c. The use of the previously granted commodities listed in para. III, A, 3, a, above. Original cost of the commodities was \$113,900.

IV. WORK PLAN

- 1. It is proposed that construction will consist of the erection of standard, modular-type buildings whose specifications and

For the Cooperating Government or Agency

For the Agency for International Development

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**PROJECT AGREEMENT
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standards have been previously approved by the USAID and GVN. These are one-story modular shells with outside dimensions of 6 x 20 meters. They are to be erected on a 6" reinforced concrete slab and trussed to support a gabled roof of aluminum roofing, fibro-cement or galvanized iron (GI) sheet. The walls will be constructed of any suitable locally available material including but not limited to: Aluminum or GI sheet; fibro cement; brick; block; or bamboo. Building interiors will be completed for use as barracks, mess halls, warehouses, offices and classrooms as noted in the attached plaster budget.

2. Preliminary soil and topographic surveys have been accomplished by personnel of the DGNP and USAID/CORDS/FSA.
3. As soon as this agreement is signed, the Project Representative will commence drawing commodities through normal supply channels as follows:
 - a. Supplies are drawn from U.S. Military warehouses in Vung Tau or Long Binh. Supplies are normally delivered to the site by the U.S. Military.
 - b. When U.S. Military cannot deliver, DGNP personnel will pick up the commodities at the respective warehouses and deliver to the building site with DGNP vehicles.
4. As soon as plasters are made available to the Project Representative, the on-site supervisor will hire the required number of daily workers to stake-out the individual buildings and commence construction.
5. Construction will continue on a team basis with slab-laying teams being followed by truss-erectors, roof-buildings, wall-builders, interior module erectors, and so on until the entire expansion project is completed.
6. Under current project weather conditions at the Rach Dua site, it is estimated that construction will be completed within ninety (90) days after delivery of commodities to the site and funds are made available for the payment of daily workers.

For the Cooperating Government or Agency

For the Agency for International Development

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PROJECT AGREEMENT
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National Police Support
(Manpower & Training)V. PIASTER BUDGET

A detailed piaster budget is attached at Annex B.

VI. RELEASE PROCEDURE

- A. The Prime Minister's Office hereby agrees to the transfer of US\$50,000,000 of Special Funds to USAID for deposit into the USAID TRUST FUND as funds held in trust, within 15 days after the signing of this project agreement.
- B. Upon receipt of request for funds which has been approved by the GVN Project Manager and USAID/CORDS Project Representative, (using format on page 8), USAID/ADEM will release to the PSD/NPFF Cashier the piasters in an amount not to exceed 25 percent of the total piaster funds herein, as an advance, and the remainder will be released on the basis of signed receipts submitted for expenditures made on the project after the effective date of this document and in accordance with the piaster budget contained herein. These funds will remain available for expenditure for a period of 12 months from the effective date of this document.
- C. The pertinent USAID cashier procedures will govern the utilization of funds granted herein.
- D. Within 20 days after the end of each quarter, the NPFF cashier will submit a progress report (using format on page 9) to the USAID/Program Local Currency Branch with a copy to the USAID/ADEM Local Currency Branch.
- E. Within 30 days after the completion date of this project or 13 months from the date of this document, whichever is earlier, the NPFF cashier will submit a final statement of finance (using format on page 10) to the USAID/ADEM Local Currency Branch with a copy to the USAID/Program Local Currency Branch.
- F. USAID may conduct audits of the expenditures as it deems necessary and advisable in accordance with the US Funding Regulations.

VII. REPORTING

Monthly status of funds report (showing the amount authorized and expended) will be submitted to the Director, PSD and to the GVN Director General of National Police.

For the Cooperating Government or Agency

For the Agency for International Development

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(Manpower & Training)

(SAMPLE FORMAT)

**USAID/VIETNAM
REQUEST FOR ADVANCE OF FUNDS**

Project No. _____ Date: _____
Title: _____

Activity: _____

Allocation No. 68-120

Special Fund Amendment No. _____

Amount: VN\$ _____

Total approved for above activities..... VN\$ _____

Total advanced to date..... _____

Balance not released _____

Amount of this request..... _____

Request Approved By: Signed/PSD/NPFF Cashier _____
(Typed Name and Title)

Signed/GVN Project Manager _____
(Typed Name and Title)

Signed/USAID CORDS Project Representative _____
(Typed Name and Title)

(NOTE: This request must be submitted in person by the PSD NPFF Cashier to the ADFM/Voucher Audit Section in USAID X).

This request is to be submitted on a plain sheet of paper - original to be sent to the USAID/ADFM Local Currency Branch, a copy to the USAID/Program Local Currency Branch.

For the Cooperating Government or Agency

For the Agency for International Development

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(SAMPLE FORMAT)

USAID/VIETNAM
PROJECT PROGRESS REPORT

Project No. _____
Title: _____

Date: _____

Activity: _____

Allocation No. 68-120
Special Fund Amendment No. _____
Amount: VN\$ _____

I. Work Done:

(Explain what exactly has been achieved).

- Examples:
1. Administration building construction completed.
 2. Inside and outside painting completed.
 3. Generator building constructed, generators installed.
 4. Electrical system installed.

II. Work Remaining to be done:

(Examples - related to above:)

1. Connection of plumbing and sewage systems to be connected to the city system.
2. Communications system to be installed.
3. Paving of driveways.
4. Connection of electrical system in Administration building to the generators.
5. Installation of equipment.

III. When will remaining work be completed?

IV. Who will provide the funding to cover the cost of the work remaining to be done?

Signed: _____
FSD/MFF Cashier

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

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**USAID/VIETNAM
FINAL STATEMENT OF FINANCE**

Project No. _____
Title: _____

Date: _____

Activity: _____

Allocation No. 68-120

Special Fund Amendment No. _____

Amount: VN\$ _____

Total amount advanced by USAID/ADFM..... VN\$ _____

Total amount expended..... _____

Unused balance... _____

Expenditures for the total amount last advanced (VN\$ _____)
were made as follows:

<u>Purpose of Expenditures</u>	<u>Amount</u>
--------------------------------	---------------

(Use plain sheet as continuation sheet with above headings).

Signed receipts for expenditures made with funds from the last reimbursement or advance are attached hereto and the unused balance is returned herewith. The progress report of accomplishment is attached hereto.

Signed: _____
FSD/NPFF Cashier

This report is to be submitted on a plain sheet of paper - original to be sent to the USAID/ADFM Local Currency Branch and a copy to the USAID Program Local Currency Branch.

For the Cooperating Government or Agency

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**PLASTER BUDGET
EXPANSION OF NATIONAL POLICE BASIC TRAINING CENTER, RACH DIA**

Quantity	Description	Capacity Each	Total Capacity	Number of 18' x 60' Sections	COST
3	Dining hall-kitchen combinations	1000	3000	15	VN\$ 5,682,000
15	Barracks-Dorms	160	2400	45	17,052,000
20	3 Classroom Buildings	50 stu. per classroom	3000	40	15,150,000
3	Warehouse Bldgs.	-	-	6	2,273,000
3	Administration Buildings	-	-	6	2,273,000
12	Latrine Buildings	40	480	12	4,540,000
8	Shower Buildings	50	400	8	3,030,000
<u>64</u>	TOTALS			132	VN\$50,000,000 ^{2/}

IN-COUNTRY RESOURCES

			US\$ Original Cost
22,000	Bags Cement	- \$1.35/Bag	\$29,700
3,500	Rebar 16' Length 3/8"	- 8 tons @ \$125.00/Ton	1,000
26,000	Sheets of Roofing	- \$3.20 Sh.	83,200
	TOTAL (equivalent US Dollar Contributions)		US\$113,900

- NOTES: 1. Cost estimates based on four years of identical modular construction experience and include labor and local material costs.
2. Plaster shifts between budget items of up to 20% are permissible with the concurrence of the Project Manager and the Project Representative, without amendment to this agreement. Larger transfers between budget items require an amendment to this agreement.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

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TITLE: _____

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USAID/GVN STANDARD PROVISIONS

I. RESPONSIBILITIES :

A. USAID

1. Availability of funds permitting, USAID proposes to provide dollar funds to finance the procurement of contract services, commodities, technicians' costs, participant training, and other costs as required for this project. Except for technician costs, the actual obligation of these funds will be accomplished by separate documentation signed by the GVN and USAID if they are not obligated by this Project Agreement.

2. AID agrees to furnish technical advice, guidance, and assistance through technical advisors, consultants, or contractors to assist the GVN Ministry sponsoring this project, in all technical and financial aspects of the project, including planning and implementation.

3. AID agrees to assist the Government of Vietnam in the selection of participants for further study and training in the USA and third countries and to assist in planning study and observation tours as required.

4. USAID shall appoint a Technical Advisor, who will act as the USAID technical specialist and be delegated the authority to assist his GVN counterpart in the latter's responsibility to supervise, develop, and implement this project. Notification of the name of the USAID Technical Advisor shall be made to DGBFA and the appropriate Ministry within 10 days after the Agreement has been signed. The Technical Advisor or his successor will assure continuity of activities undertaken pursuant to this Project Agreement.

5. USAID shall make available to the USAID Technical Advisor such technical, financial, or administrative services as may be necessary to implement the project on schedule, including relevant financial data concerning the USAID direct dollar assistance. This information will also be made available to DGBFA.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
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USAID/GVN STANDARD PROVISIONS - CONTINUED

B. Government of Vietnam :

1. The GVN agrees to provide the piaster funds from the source and in the amount specified under block 9 of this Project Agreement for the purposes designated in this Agreement.

2. The GVN Minister sponsoring this project, or his authorized representative, shall appoint a Project Manager, who will act as the GVN technical specialist and be delegated the authority to supervise, develop and implement this project, with the assistance of U.S. technical advisors. Notification of the appointment and the name of the Project Manager shall be made to USAID and DGBFA within 10 days after this Agreement has been signed.

3. The GVN Minister, or his authorized representative, shall make available to the Project Manager such technical, financial, or administrative services as may be necessary to implement the project on schedule, including financial data from the National Budget relating to the project. This information will also be made available to USAID.

4. For evaluation and review purposes, the Project Manager, acting through his Minister, shall render to the Directorate General for Budget and Foreign Aid (DGBFA) quarterly progress reports in a format approved by the GVN and USAID. Copies of the reports will also be made available to USAID.

5. In accordance with AID regulations governing the selection of participants, the Project Manager is to nominate qualified technicians associated with the project as candidates for participant training. Selection of participants and nomination to the GVN and USAID for approval will be achieved jointly by the Project Manager and his U.S. technical advisors. The GVN agrees that all participants selected and mutually approved by the GVN and USAID for training shall (a) be released for training when scheduled, (b) have their salary continued during the period of training, and (c) shall be immediately re-employed upon their return from training in the same position from which released or in a more responsible position in the project.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

TITLE: _____

AID 1550-10 (8-63) PROAG FOREIGN CURRENCY STANDARD PROVISIONS ANNEX	PROJECT AGREEMENT BETWEEN AID AND The Government of Vietnam AN AGENCY OF THE GOVERNMENT OF	1. Project/Activity No. 730-11-710-352
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A. As used herein, «AID» means the Agency for International Development, any component agency, and any successor agency. «Cooperating Agency» means the agency which is a party to this Project Agreement with AID and «Cooperating Country» means the country of the Cooperating Agency. «Local Currency» means currency originally issued by the Cooperating Country as a medium of exchange therein.

B. (1) AID will make available the amounts specified in Block 8 of this Project Agreement, as necessary for the project, for use for the designated purposes and as may be further described in Block 5 hereof.

(2) The Cooperating Agency will make available the amounts specified in Block 9 of this Project Agreement, as necessary for the project, for use for the designated purposes and as may further be described in Block 5 hereof. The Cooperating Agency will also make, or arrange to have made, additional contributions of property, services, facilities and funds required for carrying out the project as may be specified in Block 5 hereof or as may subsequently be agreed upon by the two parties.

C. AID and the Cooperating Agency may obtain the assistance of other public and private agencies in carrying out their respective obligations under this Project Agreement. The two parties may agree to accept contributions of property, services, facilities and funds for purposes of this Project Agreement from other public and private agencies, and may agree upon the participation of any such third party in carrying out activities under this Project Agreement.

D. All contributions of AID pursuant to this Project Agreement shall be made within a six months grace period extending beyond the estimated final contribution date specified herein. Except as otherwise specified herein or subsequently agreed by the two parties, all contributions of the Cooperating Agency pursuant to this Project Agreement shall be made on or before that same date. A contribution of goods or services shall be considered to have been made when the goods or services, provided or financed by the contributing party, are delivered in accordance with commercial practice.

E. The procurement of commodities and contract services to be financed with an AID contribution of currency other than that of the United States or of the Cooperating Country shall be subject to all provisions of, and regulations governing, Foreign Currency Authorizations issued by AID.

F. AID reimbursements or advances shall, in general, not exceed the amount obtained by applying the ratio of AID to Cooperating Agency contributions specified in the Project Agreement to the amount currently contributed by the Cooperating Agency. For example, if the Project Agreement provides for total contributions of \$400,000 by AID and \$600,000 by the Cooperating Agency and if the Cooperating Agency has currently contributed \$6,000 then AID will, in general, reimburse or advance no more than \$4,000. Commodities and services financed with an AID contribution of local currency shall be subject to the following requirements:

(1) Reimbursement

As mutually agreed between AID and the Cooperating Agency, either of the following methods may be employed for reimbursement by AID of local currency expenditures made by the Cooperating Agency:

(a) Direct Reimbursement

Once monthly or at such other intervals as may be mutually agreed between AID and the Cooperating Agency, AID will reimburse the Cooperating Agency for local currency expenditures made by the Cooperating Agency in the procurement of approved project requirements. Each such claim for reimbursement must be supported by the following documentation:

(i) Public Voucher, SF-1034, signed by the properly accredited representative of the Cooperating Agency, and embodying the following additional certification: «The total amount claimed hereunder was expended for the purposes authorized in Project Agreement N^o. _____ and is supported by the documentation required by said Project Agreement on file in the Cooperating Agency».

(ii) A report in the format prescribed by the AID Controller, certified as true and accurate by the properly accredited representative of the Cooperating Agency, in support of each such claim for reimbursement.

(b) Advances

Once monthly or at such other intervals as may be mutually agreed upon between AID and the Cooperating Agency, AID may advance local currency to the Cooperating Agency for operating purposes. The

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initial advance will be in an amount agreed upon between AID and the Cooperating Agency as necessary to cover estimated project expenditures for a specified time period, and will be supported by a budget developed and approved by both AID and the Cooperating Agency. When necessary to replenish the advance, the Cooperating Agency may be reimbursed for amounts actually expended by it by submitting claims for reimbursement of such amounts supported by the documentation prescribed in paragraph (a) (i) above. On the basis of such claims for reimbursement, AID may replenish the working fund in amounts equal to, but not in excess of, the actual expenditures of the Cooperating Agency as so reported, up to the total amount of the AID local currency contribution less the amount of the initial advance.

All expenditures made by the Cooperating Agency against such advances must be supported by the documentation prescribed in paragraph (a) (i) above and such documentation in support of the final expenditures of the Cooperating Agency must be submitted to AID not later than 90 days after the date of the final expenditure.

(2) Documentation

With respect to all AID contributed local currency made available to it, the Cooperating Agency agrees to maintain a separate set of accounts for all transactions financed or to be financed, and the Cooperating Agency further agrees to obtain and retain in its files, for inspection and review by AID at any time as requested by AID, the documents listed below in support of each transaction financed with such funds.

(a) Commodity Transactions :

- (i) Applicable contract or purchase order between supplier and purchaser;
- (ii) Supplier's detailed invoice and satisfactory evidence of payment;
- (iii) Ocean or inland bill of lading, or other document evidencing delivery to the purchaser;
- (iv) Such additional documentation (e.g. inspection certificate) as may be required from the supplier by the purchaser.

(b) Contract Services Transactions :

- (i) Applicable contract between contractor and purchaser;
- (ii) Contractor's detailed invoice and satisfactory evidence of payment;
- (iii) A certificate by the Cooperating Agency as follows: "The undersigned certifies that the services for which reimbursement is requested have been satisfactorily rendered and the costs thereof

are properly reimbursable in accordance with the terms of the contract."

(c) Payroll Costs :

One copy of certified payroll listings and vouchers, together with satisfactory evidence of payment. Each payroll listing must show for each employee at least the following data: name, applicable job title, salary or wage rate, period covered, and amount paid.

(d) Other Project Costs :

One copy of the appropriate authorization documents and invoices covering travel, utility costs, etc.

(3) Refund Provision :

With respect to AID contributed local currency made available to the Cooperating Agency under the methods of financing herein described, the Cooperating Agency agrees to refund promptly to AID, upon demand by AID and pursuant to AID instructions, the entire amount of such currency expended by the Cooperating Agency (or such lesser amount as AID may demand) whenever AID determines that such expenditure was improper as being in violation of the terms and conditions of this Project Agreement and/or any applicable agreement or arrangement between AID and the Cooperating Agency.

G. Unless otherwise specified, title to all property procured through financing by AID pursuant to Block 8 of this Project Agreement shall be in the Cooperating Agency, or such public or private agency as it may authorize. This provision is inapplicable to any property which may be used in connection with the project but is not financed pursuant to said Block 8.

H. Any property furnished to either party through financing by the other party pursuant to this Project Agreement shall, unless otherwise agreed by the party which financed the procurement, be devoted to the project until completion of the project, and thereafter shall be used so as to further the objectives sought in carrying out the project. Either party shall offer to return to the other, or to reimburse the other for, any property which it obtains through financing by the other party pursuant to this Project Agreement which is not used in accordance with the preceding sentence.

I. (x) If AID and any public or private organization furnishing commodities through AID financing for operations hereunder in the Cooperating Country, is, under the laws, regulations or administrative procedures of the Cooperating Country, liable for customs duties and import taxes on commodities imported into the Cooperating Country for purposes of carrying out this Project Agreement, the Cooperating Agency will pay such duties and taxes unless exemption is otherwise provided by any applicable international agreement.

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(a) If any personnel (other than citizens and residents of the Cooperating Country), whether United States Government employee, or employees of public or private organizations under contract with, or individuals under contract with, AID, the Cooperating Agency, or any agency authorized by the Cooperating Agency who are present in the Cooperating Country to provide services which AID has agreed to furnish or finance under this Project Agreement, are, under the laws, regulations or administrative procedures of the Cooperating Country, liable for income and social security taxes with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, for property taxes on personal property intended for their own use, or for the payment of any tariff or duty upon personal or household goods brought into the cooperating country for the personal use of themselves and members of their families (not including such personal or household goods as may be sold by such personnel in the Cooperating Country), the Cooperating Agency will pay such taxes, tariff, or duty unless exemption is otherwise provided by any applicable international agreement.

J. Any personnel (other than citizens and residents of the cooperating country), whether United States Government employees, or employees of public or private organizations under contract with, or individuals under contract with, AID, the Cooperating Agency or any agency authorized by the Cooperating Agency, who are present in the Cooperating Country to provide services which AID has agreed to furnish or finance under this Project Agreement shall be subject to the approval of the Cooperating Agency and AID, and shall be under the general direction of the Director of the AID Mission to the Cooperating Country.

K. If any commodity is furnished to the Cooperating Agency, or any public or private agency authorized by the Cooperating Agency, on a grant basis through financing by AID pursuant to this Project Agreement under arrangements which will result in the accrual of proceeds to the Cooperating Agency or any authorized agency and if the applicable agreement between the two governments referred to on the first page of this Project Agreement does not provide for the establishment of a Special Account and the deposit therein of currency of the Cooperating Country, the Cooperating Agency will make such arrangements as may be necessary to establish a Special Account to deposit therein currency of the Cooperating Country in amounts equal to such proceeds, in accordance with such terms and conditions as may be agreed upon. Funds in the special account may be used only as agreed upon by AID and the Cooperating Agency; provided, that such portion of the funds in the Special Account as may be designated by AID shall be made available to AID to meet the requirements of the United States.

L. In the event that currency of a country other than the United States or the Cooperating Country is introduced into the Cooperating Country by AID or any public or private agency for the purposes of carrying out obligations of AID hereunder, the Cooperating Agency will make such arrangements as may be necessary to effect conversion of such currency into the currency of the Cooperating Country at the highest rate which, at the time the conversion is made, is not unlawful in the Cooperating Country. All uses of the currency of the Cooperating Country obtained by this conversion shall be subject to the requirements of paragraph F herein relating to local currency.

M. AID shall expend funds and carry on operations pursuant to this Project Agreement only in accordance with the applicable laws and regulations of the United States Government.

N. The two parties shall have the right at any time to observe operations carried out under this Project Agreement. Either party during the term of the Project and three years after the completion of the project, shall further have the right (x) to examine any property procured through financing by that party under this Project Agreement, wherever such property is located, and (a) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Project Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Project Agreement, shall assure that the rights of examination, inspection and audit described in the preceding sentence are reserved to the party which did the financing.

O. Upon completion of the project, a Completion Report shall be drawn up, signed by appropriate representatives of AID and the Cooperating Agency, and submitted to AID and the Cooperating Agency. The Completion Report shall include a summary of the actual contributions by both AID and the Cooperating Agency to the project, and shall provide a record of the activities carried out, the objectives achieved, and related basic data. AID and the Cooperating Agency shall each furnish the other with such information as may be needed to determine the nature and scope of operations under this Agreement and to evaluate the effectiveness of such operations.

P. The present Agreement shall enter into force when signed. Either party may terminate this Project Agreement by giving the other party 30 days written notice of intention to terminate it. Termination of the

Project Agreement shall terminate any obligations of the two parties to make contributions pursuant to Blocks 8 and 9 of this Project Agreement, except for payments which they are committed to make pursuant to non-cancellable commitments entered

into with third parties prior to the termination of the Project Agreement. It is expressly understood that the obligations under paragraph H relating to the use of property shall remain in force after such termination.

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UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
TO
VIET-NAM

PROJECT DOCUMENT
APPROVAL FORM

Division PUBLIC SAFETY

Date Typed July 8, 1969

Project No. 730-11-710-352

Title National Police Support
(Manpower & Training)

Original Project Agreement

Revision No.

1/2/69
W. Ellis
PROGRAM OFFICE
Charles D. Merman
ADMINISTRATIVE MGMT

7/9/69
DATE

7/9/69
DATE

M. P. DeW
PROJECT TECHNICIAN
W. J. ...
DIVISION CHIEF

7/10/69
DATE

7-10-69
DATE

PRO AG

PROJECT AGREEMENT
BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT (AID),
AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND
THE DIRECTORATE GENERAL FOR BUDGET AND FOREIGN AID
AN AGENCY OF THE GOVERNMENT OF VIETNAM

The above-named parties hereby mutually agree to carry out a project in accordance with the terms set forth herein and the terms set forth in any annexes attached hereto, as checked below:

1. PROJECT/ACTIVITY NO.
730-11-710-552

PAGE 1 OF 12 PAGES

2. AGREEMENT NO.
70-014

3. ORIGINAL OR REVISION NO. _____

PROJECT DESCRIPTION ANNEX A FOREIGN CURRENCY STANDARD PROVISIONS ANNEX
 STANDARD PROVISIONS ANNEX **USAID/CVN Standard Provisions Annex**

4. PROJECT/ACTIVITY TITLE
National Police Support (Manpower and Training)

This Project Agreement is further subject to the terms of the following agreement between the two governments, as modified and supplemented:

GENERAL AGREEMENT FOR TECHNICAL COOPERATION DATE _____
 ECONOMIC COOPERATION AGREEMENT DATE **9/7/51**
 (other) DATE _____

5. PROJECT DESCRIPTION AND EXPLANATION:
(See Annex A checked)

6. AID APPROPRIATION SYMBOL _____ 7. AID ALLOTMENT SYMBOL _____

8. AID FINANCING DOLLARS LOCAL CURRENCY

	PREVIOUS TOTAL (A)	INCREASE (B)	DECREASE (C)	TOTAL TO DATE (D)
(a) Total				
(b) Contract Services				
(c) Commodities				
(d) Other Costs				

9. COOPERATING AGENCY FINANCING - DOLLAR EQUIVALENT

	PREVIOUS TOTAL (A)	INCREASE (B)	DECREASE (C)	TOTAL TO DATE (D)
(a) Total				
(b) Technical and other Services				
(c) Commodities				
(d) Other Costs				

61,000,000 VN\$ 1968

(a) Total **Title 23 AAC CY 69** VN\$ **108,000,000** VN\$ **108,000,000**

(b) Technical and other Services

(c) Commodities

(d) Other Costs VN\$ **108,000,000** VN\$ **108,000,000**

10. SPECIAL PROVISIONS (See Additional Conditions Sheet, if Necessary)

- See following ProAg's for:
 US\$ Commodities, 69-051 and 69-122
 US\$ Services, 69-146
 VN\$ AAC (CY 68) 69-029
 VN\$ (Spec. Fund) 70-001
- FY 70 Aid Dollars will be obligated on a subsequent revision to this agreement.

11. DATE OF ORIGINAL AGREEMENT **September 22, 1969** 12. DATE OF THIS REVISION _____ 13. ESTIMATED FINAL CONTRIBUTION DATE **December 31, 1971**

14. FOR THE COOPERATING GOVERNMENT OR AGENCY
 SIGNATURE: *[Signature]* DATE: **9-4-69**
 TITLE: **Director of Foreign Aid**

15. FOR THE AGENCY FOR INTERNATIONAL DEVELOPMENT
 SIGNATURE: *[Signature]* DATE: **9/22/69**
 TITLE: **Associate Director for Program & Economic Policy, USAID**

Chad

Minister of Interior

Director General of National Police

Director of Training Directorate

[Signature]

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**PROJECT AGREEMENT
BETWEEN AID AND
DGBFA**

**AN AGENCY OF THE GOVERNMENT OF
Vietnam**

1. Project/Activity No.
730-11-710-352

PAGE 2 OF 12 PAGES

2. Agreement No.
70-014

3. Original or
Revision No. _____

3. Project/Activity Title
**National Police Support
(Manpower and Training)**

I. BACKGROUND

U.S. Direct Hire Police Advisors of the Manpower and Training Activity of the National Police Support Project assist the Directorate General of National Police in the selection, recruitment and training of law-enforcement personnel; preparation and publication of training guides, manuals and course outlines for use by instructors and students; and construction of the various training centers to meet the expanding personnel needs of the Ministry of Interior.

The National Police Academy at Thu Duc, has progressed through 4 phases of construction and operations. To date, the following construction has been completed:

- 1. Administration building
- 4. Classroom buildings, 42 classrooms
- 4. Dormitory buildings for 1,200 personnel
- 1. Mess hall and kitchen for 1,500 personnel
- 4. Dormitory buildings for 120 guard personnel
- 1. Transformer and generator building
- 1. Concrete water tank for 50,000 gallons
- 1. Ammo storage building
- 1. Staff housing unit for 8 families
- 2. Villas (one for the Director and one for the Deputy Director)
- 1. Repair garage with 16 stalls

On completion of the fifth phase, funds will be requested for the initiation of phase six.

II. OBJECTIVE

To assist the GVN in improving the process for selection, recruitment, training and assignment of National Police personnel, and the implementation of effective personnel management procedures.

III. ACTIVITY TARGETS

- A. To continue to operate the basic training centers at Rach Dua, Dalat, and Da Nang.
- B. To continue to operate the advanced training center at Tam Hiep; and

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
TITLE: _____

SIGNATURE: _____ DATE: _____
TITLE: _____

PROJECT AGREEMENT

BETWEEN AID AND

DGBFA

AN AGENCY OF THE GOVERNMENT OF

Vietnam

1. Project/Activity No.

730-11-710-352

2. Agreement No.

70-014

3. Project/Activity Title

National Police Support
(Manpower and Training)

3. Original or

Revision No. _____

C. To implement phase V of the construction program and continue to operate the National Police Academy.

IV. RESPONSIBILITIES

A. The GVN

1. The Ministry of Interior (MOI) designates the Director General of National Police, or his designee, as Project Manager for this activity.
2. The MOI agrees to support this project through the normal revenues made available to the Ministry for its operations.
3. The Project Manager will establish a system of delivery, accountability, and related procedures to insure that commodities programmed for the Training Activity will be delivered to that Activity upon receipt by the National Police.
4. The Project Manager will provide suitable office space and vehicle transportation for US technical advisors assigned to this activity.

B. USAID.

The United States Agency for International Development (AID) designates the Director of Public Safety, or his designee, to serve as Project Representative for this activity.

V. FINANCIAL PLAN

GVN Plaster Funding

The DGBFA and MOI agree to the use of VN\$108,000,000 (CY 69 AAC) in support of the objectives ascribed to this activity.

A plaster budget is shown in Annex B.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

TITLE: _____

**PROJECT AGREEMENT
BETWEEN AID AND
DGBFA**

**AN AGENCY OF THE GOVERNMENT OF
Vietnam**

1. Project/Activity No.
730-11-710-352

2. Agreement No.
70-014

3. Project/Activity Title
National Police Support
(Manpower and Training)

3. Original or
Revision No. _____

VI. SPECIAL PROVISIONS

- A. It is understood that any land needed for construction purposes will be financed by and clear title shall be vested in the GVN.
- B. All plans and specifications for construction to be accomplished under this agreement shall be examined and approved by both the MOI Project Manager and the USAID Project Representative prior to implementation of said construction.
- C. DGBFA shall furnish USAID with a monthly financial report on obligation and actual expenditure of funds.
- D. Plaster shifts between items of up to 20% are permissible with the agreement of the Project Manager and the Project Representative. Larger transfers between budget articles or items require an amendment to this agreement.
- E. Work Plan is shown at Annex C.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

TITLE: _____

**PROJECT AGREEMENT
BETWEEN AID AND**

DGBFA

**AN AGENCY OF THE GOVERNMENT OF
Vietnam**

1. Project/Activity No.
730-11-710-352

PAGE 5 OF 12 PAGES

2. Agreement No.
70-014

3. Original or
Revision No. _____

3. Project/Activity Title
**National Police Support
(Manpower & Training)**

A. PLASTER BUDGET

<u>Article</u>	<u>Expenditures</u>	<u>Amount</u>
71-79	Direct Investments	<u>VN\$108,000,000</u>

EXPLANATORY DETAILS

<u>Article</u>	<u>Expenditures</u>	<u>Amount</u>
71-79	Direct Investments	VN\$108,000,000

CONSTRUCTION

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED COST</u>
1.	Warehouse, 40 x 60 meters	VN\$ 5,000,000
2.	Water, electric and sewerage systems	6,500,000
3.	Firing range	7,000,000
4.	Road system	11,000,000
5.	Auditorium and gymnasium	26,000,000
6.	Two dormitories	17,000,000
7.	Garages, gas station, guard house and reception building at main gate	2,700,000
8.	Student's canteen, VIP dining room, cold storage for kitchen, kitchen and latrine (toilets) for staff -	7,000,000
9.	Corridors between buildings and masonry fence around grounds	7,800,000
10.	Staff housing units	12,000,000
11.	Allowance for cost increases	<u>6,000,000</u>
	TOTAL	<u>VN\$108,000,000</u>

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
TITLE: _____

SIGNATURE: _____ DATE: _____
TITLE: _____

**PROJECT AGREEMENT
BETWEEN AID AND**

DGBFA

**AN AGENCY OF THE GOVERNMENT OF
Vietnam**

1. Project/Activity No.

730-11-710-352

PAGE 6 OF 12 PAGES

2. Agreement No.

70-014

3. Original or

Revision No. _____

3. Project/Activity Title

**National Police Support
(Manpower and Training)**

B. WORK PLAN

1. Construction of the fifth phase of the National Police Academy at Thu Duc should commence within thirty (30) days after the effective date of this agreement and should be completed by the end of CY 69.
2. Construction shall be in accordance with the Master Plan previously approved for the National Police Academy Complex at Thu Duc.
3. Invitations for bid have been solicited. Successful Contractors will supply all materials required in the construction.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

TITLE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

**PROJECT AGREEMENT
BETWEEN AID AND**

1. Project/Activity No.
750-11-710-352

**PROAG
CONTINUATION
SHEET**

DGBFA

2. Agreement No.
70-014

3. Original or
Revision No. _____

ANNEX _____

AN AGENCY OF THE GOVERNMENT OF
Vietnam

4. Project/Activity Title
National Police Support
(Manpower and Training)

USAID/GVN STANDARD PROVISIONS

I. RESPONSIBILITIES :

A. USAID

1. Availability of funds permitting, USAID proposes to provide dollar funds to finance the procurement of contract services, commodities, technicians' costs, participant training, and other costs as required for this project. Except for technician costs, the actual obligation of these funds will be accomplished by separate documentation signed by the GVN and USAID if they are not obligated by this Project Agreement.

2. AID agrees to furnish technical advice, guidance, and assistance through technical advisors, consultants, or contractors to assist the GVN Ministry sponsoring this project, in all technical and financial aspects of the project, including planning and implementation.

3. AID agrees to assist the Government of Vietnam in the selection of participants for further study and training in the USA and third countries and to assist in planning study and observation tours as required.

4. USAID shall appoint a Technical Advisor, who will act as the USAID technical specialist and be delegated the authority to assist his GVN counterpart in the latter's responsibility to supervise, develop, and implement this project. Notification of the name of the USAID Technical Advisor shall be made to DGBFA and the appropriate Ministry within 10 days after the Agreement has been signed. The Technical Advisor or his successor will assure continuity of activities undertaken pursuant to this Project Agreement.

5. USAID shall make available to the USAID Technical Advisor such technical, financial, or administrative services as may be necessary to implement the project on schedule, including relevant financial data concerning the USAID direct dollar assistance. This information will also be made available to DGBFA.

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For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

TITLE: _____

**PROJECT AGREEMENT
BETWEEN AID AND**

1. Project/Activity No.
730-11-710-352

**PROAG
CONTINUATION
SHEET**

DGBFA

2. Agreement No.
70-014

3. Original or
Revision No. _____

AN AGENCY OF THE GOVERNMENT OF
_____ Vietnam _____

4. Project/Activity Title
**National Police Support
(Manpower and Training)**

ANNEX _____

USAID/GVN STANDARD PROVISIONS - CONTINUED

B. Government of Vietnam :

1. The GVN agrees to provide the plaster funds from the source and in the amount specified under block 9 of this Project Agreement for the purposes designated in this Agreement.

2. The GVN Minister sponsoring this project, or his authorized representative, shall appoint a Project Manager, who will act as the GVN technical specialist and be delegated the authority to supervise, develop and implement this project, with the assistance of U.S. technical advisors. Notification of the appointment and the name of the Project Manager shall be made to USAID and DGBFA within 10 days after this Agreement has been signed.

3. The GVN Minister, or his authorized representative, shall make available to the Project Manager such technical, financial, or administrative services as may be necessary to implement the project on schedule, including financial data from the National Budget relating to the project. This information will also be made available to USAID.

4. For evaluation and review purposes, the Project Manager, acting through his Minister, shall render to the Directorate General for Budget and Foreign Aid (DGBFA) quarterly progress reports in a format approved by the GVN and USAID. Copies of the reports will also be made available to USAID.

5. In accordance with AID regulations governing the selection of participants, the Project Manager is to nominate qualified technicians associated with the project as candidates for participant training. Selection of participants and nomination to the GVN and USAID for approval will be achieved jointly by the Project Manager and his U.S. technical advisors. The GVN agrees that all participants selected and mutually approved by the GVN and USAID for training shall (a) be released for training when scheduled, (b) have their salary continued during the period of training, and (c) shall be immediately re-employed upon their return from training in the same position from which released or in a more responsible position in the project.

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For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

TITLE: _____

AID 1320-1C (2-63)

**PROAG
FOREIGN CURRENCY
STANDARD PROVISIONS
ANNEX**

**PROJECT AGREEMENT
BETWEEN AID AND
DGBFA**

**AN AGENCY OF THE GOVERNMENT OF
Vietnam**

1. Project/Activity No.
730-11-710-352

2. Agreement No.
70-014

3.

Original or Revision No. _____

A. As used herein, «AID» means the Agency for International Development, any component agency, and any successor agency. «Cooperating Agency» means the agency which is a party to this Project Agreement with AID and «Cooperating Country» means the country of the Cooperating Agency. «Local Currency» means currency originally issued by the Cooperating Country as a medium of exchange therein.

B. (1) AID will make available the amounts specified in Block 8 of this Project Agreement, as necessary for the project, for use for the designated purposes and as may be further described in Block 5 hereof.

(2) The Cooperating Agency will make available the amounts specified in Block 9 of this Project Agreement, as necessary for the project, for use for the designated purposes and as may further be described in Block 5 hereof. The Cooperating Agency will also make, or arrange to have made, additional contributions of property, services, facilities and funds required for carrying out the project as may be specified in Block 5 hereof or as may subsequently be agreed upon by the two parties.

C. AID and the Cooperating Agency may obtain the assistance of other public and private agencies in carrying out their respective obligations under this Project Agreement. The two parties may agree to accept contributions of property, services, facilities and funds for purposes of this Project Agreement from other public and private agencies, and may agree upon the participation of any such third party in carrying out activities under this Project Agreement.

D. All contributions of AID pursuant to this Project Agreement shall be made within a six months grace period extending beyond the estimated final contribution date specified herein. Except as otherwise specified herein or subsequently agreed by the two parties, all contributions of the Cooperating Agency pursuant to this Project Agreement shall be made on or before that same date. A contribution of goods or services shall be considered to have been made when the goods or services, provided or financed by the contributing party, are delivered in accordance with commercial practice.

E. The procurement of commodities and contract services to be financed with an AID contribution of currency other than that of the United States or of the Cooperating Country shall be subject to all provisions of, and regulations governing, Foreign Currency Authorizations issued by AID.

F. AID reimbursements or advances shall, in general, not exceed the amount obtained by applying the ratio of AID to Cooperating Agency contributions specified in the Project Agreement to the amount currently contributed by the Cooperating Agency. For example, if the Project Agreement provides for total contributions of \$400,000 by AID and \$600,000 by the Cooperating Agency and if the Cooperating Agency has currently contributed \$5,000 then AID will, in general, reimburse or advance no more than \$4,000. Commodities and services financed with an AID contribution of local currency shall be subject to the following requirements:

(1) Reimbursement

As mutually agreed between AID and the Cooperating Agency, either of the following methods may be employed for reimbursement by AID of local currency expenditures made by the Cooperating Agency:

(a) Direct Reimbursement

Once monthly or at such other intervals as may be mutually agreed between AID and the Cooperating Agency, AID will reimburse the Cooperating Agency for local currency expenditures made by the Cooperating Agency in the procurement of approved project requirements. Each such claim for reimbursement must be supported by the following documentation:

(i) Public Voucher, SF-1034, signed by the properly accredited representative of the Cooperating Agency, and embodying the following additional certification: «The total amount claimed hereunder was expended for the purposes authorized in Project Agreement No. _____ and is supported by the documentation required by said Project Agreement on file in the Cooperating Agency».

(ii) A report in the format prescribed by the AID Controller, certified as true and accurate by the properly accredited representative of the Cooperating Agency, in support of each such claim for reimbursement.

(b) Advances

Once monthly or at such other intervals as may be mutually agreed upon between AID and the Cooperating Agency, AID may advance local currency to the Cooperating Agency for operating purposes. The

initial advance will be in an amount agreed upon between AID and the Cooperating Agency as necessary to cover estimated project expenditures for a specified time period, and will be supported by a budget developed and approved by both AID and the Cooperating Agency. When necessary to replenish the advance, the Cooperating Agency may be reimbursed for amounts actually expended by it by submitting claims for reimbursement of such amounts supported by the documentation prescribed in paragraph (a) (i) above. On the basis of such claims for reimbursement, AID may replenish the working fund in amounts equal to, but not in excess of, the actual expenditures of the Cooperating Agency as so reported, up to the total amount of the AID local currency contribution less the amount of the initial advance.

All expenditures made by the Cooperating Agency against such advances must be supported by the documentation prescribed in paragraph (a) (i) above and such documentation in support of the final expenditures of the Cooperating Agency must be submitted to AID not later than 90 days after the date of the final expenditure.

(a) Documentation

With respect to all AID contributed local currency made available to it, the Cooperating Agency agrees to maintain a separate set of accounts for all transactions financed or to be financed, and the Cooperating Agency further agrees to obtain and retain in its files, for inspection and review by AID at any time as requested by AID, the documents listed below in support of each transaction financed with such funds.

(a) Commodity Transactions :

- (i) Applicable contract or purchase order between supplier and purchaser;
- (ii) Supplier's detailed invoice and satisfactory evidence of payment;
- (iii) Ocean or inland bill of lading, or other document evidencing delivery to the purchaser;
- (iv) Such additional documentation (e.g. inspection certificate) as may be required from the supplier by the purchaser.

(b) Contract Services Transactions :

- (i) Applicable contract between contractor and purchaser;
- (ii) Contractor's detailed invoice and satisfactory evidence of payment;
- (iii) A certificate by the Cooperating Agency as follows :
"The undersigned certifies that the services for which reimbursement is requested have been satisfactorily rendered and the costs thereof

are properly reimbursable in accordance with the terms of the contract."

(c) Payroll Costs :

One copy of certified payroll listings and vouchers, together with satisfactory evidence of payment. Each payroll listing must show for each employee at least the following data : name, applicable job title, salary or wage rate, period covered, and amount paid.

(d) Other Project Costs :

One copy of the appropriate authorization documents and invoices covering travel, utility costs, etc.

(g) Refund Provision :

With respect to AID contributed local currency made available to the Cooperating Agency under the methods of financing herein described, the Cooperating Agency agrees to refund promptly to AID, upon demand by AID and pursuant to AID instructions, the entire amount of such currency expended by the Cooperating Agency (or such lesser amount as AID may demand) whenever AID determines that such expenditure was improper as being in violation of the terms and conditions of this Project Agreement and/or any applicable agreement or arrangement between AID and the Cooperating Agency.

G. Unless otherwise specified, title to all property procured through financing by AID pursuant to Block 8 of this Project Agreement shall be in the Cooperating Agency, or such public or private agency as it may authorize. This provision is inapplicable to any property which may be used in connection with the project but is not financed pursuant to said Block 8.

H. Any property furnished to either party through financing by the other party pursuant to this Project Agreement shall, unless otherwise agreed by the party which financed the procurement, be devoted to the project until completion of the project, and thereafter shall be used so as to further the objectives sought in carrying out the project. Either party shall offer to return to the other, or to reimburse the other for, any property which it obtains through financing by the other party pursuant to this Project Agreement which is not used in accordance with the preceding sentence.

I. (1) If AID and any public or private organization furnishing commodities through AID financing for operations hereunder in the Cooperating Country, is, under the laws, regulations or administrative procedures of the Cooperating Country, liable for customs duties and import taxes on commodities imported into the Cooperating Country for purposes of carrying out this Project Agreement, the Cooperating Agency will pay such duties and taxes unless exemption is otherwise provided by any applicable international agreement.

BEST AVAILABLE COPY

(a) If any personnel (other than citizens and residents of the Cooperating Country), whether United States Government employee, or employees of public or private organizations under contract with, or individuals under contract with, AID, the Cooperating Agency, or any agency authorized by the Cooperating Agency who are present in the Cooperating Country to provide services which AID has agreed to furnish or finance under this Project Agreement, are, under the laws, regulations or administrative procedures of the Cooperating Country, liable for income and social security taxes with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, for property taxes on personal property intended for their own use, or for the payment of any tariff or duty upon personal or household goods brought into the cooperating country for the personal use of themselves and members of their families (not including such personal or household goods as may be sold by such personnel in the Cooperating Country), the Cooperating Agency will pay such taxes, tariff, or duty unless exemption is otherwise provided by any applicable international agreement.

J. Any personnel (other than citizens and residents of the cooperating country), whether United States Government employees, or employees of public or private organizations under contract with, or individuals under contract with, AID, the Cooperating Agency or any agency authorized by the Cooperating Agency, who are present in the Cooperating Country to provide services which AID has agreed to furnish or finance under this Project Agreement shall be subject to the approval of the Cooperating Agency and AID, and shall be under the general direction of the Director of the AID Mission to the Cooperating Country.

K. If any commodity is furnished to the Cooperating Agency, or any public or private agency authorized by the Cooperating Agency, on a grant basis through financing by AID pursuant to this Project Agreement under arrangements which will result in the accrual of proceeds to the Cooperating Agency or any authorized agency and if the applicable agreement between the two governments referred to on the first page of this Project Agreement does not provide for the establishment of a Special Account and the deposit therein of currency of the Cooperating Country, the Cooperating Agency will make such arrangements as may be necessary to establish a Special Account to deposit therein currency of the Cooperating Country in amounts equal to such proceeds, in accordance with such terms and conditions as may be agreed upon. Funds in the special account may be used only as agreed upon by AID and the Cooperating Agency; provided, that such portion of the funds in the Special Account as may be designated by AID shall be made available to AID to meet the requirements of the United States.

L. In the event that currency of a country other than the United States or the Cooperating Country is introduced into the Cooperating Country by AID or any public or private agency for the purposes of carrying out obligations of AID hereunder, the Cooperating Agency will make such arrangements as may be necessary to effect conversion of such currency into the currency of the Cooperating Country at the highest rate which, at the time the conversion is made, is not unlawful in the Cooperating Country. All uses of the currency of the Cooperating Country obtained by this conversion shall be subject to the requirements of paragraph F herein relating to local currency.

M. AID shall expend funds and carry on operations pursuant to this Project Agreement only in accordance with the applicable laws and regulations of the United States Government.

N. The two parties shall have the right at any time to observe operations carried out under this Project Agreement. Either party during the term of the Project and three years after the completion of the project, shall further have the right (1) to examine any property procured through financing by that party under this Project Agreement, wherever such property is located, and (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Project Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Project Agreement, shall assure that the rights of examination, inspection and audit described in the preceding sentence are reserved to the party which did the financing.

O. Upon completion of the project, a Completion Report shall be drawn up, signed by appropriate representatives of AID and the Cooperating Agency, and submitted to AID and the Cooperating Agency. The Completion Report shall include a summary of the actual contributions by both AID and the Cooperating Agency to the project, and shall provide a record of the activities carried out, the objectives achieved, and related basic data. AID and the Cooperating Agency shall each furnish the other with such information as may be needed to determine the nature and scope of operations under this Agreement and to evaluate the effectiveness of such operations.

F. The present Agreement shall enter into force when signed. Either party may terminate this Project Agreement by giving the other party 90 days written notice of intention to terminate it. Termination of this

Project Agreement shall terminate any obligations of the two parties to make contributions pursuant to Blocks 8 and 9 of this Project Agreement, except for payments which they are committed to make pursuant to non-cancellable commitments entered

into with third parties prior to the termination of the Project Agreement. It is expressly understood that the obligations under paragraph H relating to the use of property shall remain in force after such termination.

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
TO
VIET-NAM

PROJECT DOCUMENT
APPROVAL FORM

Division Public Safety

Date Typed July 14, 1969

Project No. 730-- 11-710-352

Title National Police Support
(Manpower and Training)

Original Project Agreement (Nat'l. Police Academy, Thu Duc)

70-014

Revision No.

Henry Powell
PROGRAM OFFICE

7/17/69
DATE

James R. Lewis
PROJECT TECHNICIAN

7-28-69
DATE

Richard W. ...
AD/FINANCIAL MGMT.
7/18/69
DATE

Richard W. ...
DIVISION CHIEF

8/8/69
DATE