

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:

- PROJECT DESCRIPTION ANNEX A FOREIGN CURRENCY STANDARD PROVISIONS ANNEX
 STANDARD PROVISIONS ANNEX USAID/CVN 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) **LC Letter of Understanding** DATE 6/16/69

1. PROJECT/ACTIVITY NO. **730-11-710-353** PAGE 1 OF 3 PAGES

2. AGREEMENT NO. **70-016** 3. ORIGINAL OR REVISION / NO. _____

3. PROJECT/ACTIVITY TITLE
Correction Centers

5. PROJECT DESCRIPTION AND EXPLANATION
(See Annex A attached)

6. AID APPROPRIATION SYMBOL 7. AID ALLOTMENT SYMBOL

Minister of Interior

[Signature]

Director of Corrections

BEST AVAILABLE COPY

9. AID FINANCING	PREVIOUS TOTAL (A)	INCREASE (B)	DECREASE (C)	TOTAL TO DATE (D)
<input type="checkbox"/> DOLLAR <input type="checkbox"/> LOCAL CURRENCY				
(a) Total				
(b) Contract Services				
(c) Commodities				
(d) Other Costs				
9. COOPERATING AGENCY FINANCING - DOLLAR EQUIVALENT \$1.00 = VI\$118				
(a) Total Title 23 AAC CY 69		VN\$ 62,000,000		VN\$ 62,000,000
(b) Technical and other Services				
(c) Commodities				
(d) Other Costs				

10. SPECIAL PROVISIONS (Use Additional Condition Sheets, if necessary)

- For prior year AID Dollar funding, see ProAs # 69-003.
- FY 70 AID Dollar funding will be obligated in a subsequent revision to this agreement.

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11. DATE OF ORIGINAL AGREEMENT: **September 24, 1969** 12. DATE OF THIS REVISION: _____ 13. ESTIMATED FINAL CONTRIBUTION DATE: **December 31, 1970**

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

15. FOR THE AGENCY FOR INTERNATIONAL DEVELOPMENT: *[Signature]* **9/24/69**
 TITLE: **Associate Director for Program & Economic Policy, USAID**

**PROJECT AGREEMENT
BETWEEN AID AND**

DGBFA

**AN AGENCY OF THE GOVERNMENT OF
Vietnam**

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Correction Centers

I. BACKGROUND

This project has assisted the GVN Directorate of Corrections in developing an effective and secure correctional system to the extent that 42 correction centers are now operational. Through the input of US advisory personnel; US\$ and AAC funded commodities and services; and limited Free World Assistance, more than 125 self help projects have been completed; and, large transfers of inmates from over-crowded to excess capacity centers have been made possible. As a result of the above, the following should be noted:

- A. Between 1967 and mid-year 1969, health conditions throughout the correctional system have improved remarkably. Even though the prisoner population has increased by 56%, the monthly death rate has decreased by more than 250%.
- B. Prison Industries have been developed to the point where prisoners manufacture uniforms and mosquito nets for the ARVN; furniture for sale to the local market; floor tile for government buildings; brick for self-help projects; and are currently negotiating with the National Police for prisoner manufacture of sand-bags. Should the sand-bag venture prove feasible, a cost avoidance of about US\$180,000 could be realized during FY 70.
- C. By December 1969, the GVN will be operating the first National Juvenile Reformation for 9-15 year old children. This one accomplishment represents a major step forward in the rehabilitation of a lost segment of society.

II. OBJECTIVE

The overall objective of this project is to continue the development of a country-wide correctional establishment to enhance the rehabilitation of prisoners to useful citizenship. Specific goals to be achieved during the next 18 months are:

- a. to increase the number of GVN administrative personnel assigned to national and provincial correction centers from 954 on board to a total of 2069 by end of CY 1970;

For the Cooperating Government or Agency

For the Agency for International Development

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- b. the establishment of training courses or schools needed to train correctional personnel in prison administration, including such subjects as custodial duties, classification, social services, and counseling;
- c. the expansion and improvement of the prisoner vocational and academic training, and prison industries programs;
- d. the continuation of the "change of attitude" conditioning program for prisoners;
- e. renovation and construction of facilities and structures for detaining and rehabilitating the prisoners, as shown in the plaster budget (Annex B).
- f. procurement of equipment, supplies, and provide certain training services essential to accomplish the various prison programs, as shown in the plaster budget (Annex B).

III. RESPONSIBILITIES

A. The GVN

- 1. The Ministry of Interior (MOI) hereby designates the Director of Corrections, 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 Corrections Project will be delivered to that Activity upon receipt by the National Police; and to the appropriate construction site as needed.
- 4. The Project Manager will provide suitable office space and vehicle transportation for US technical advisors assigned to this activity.

For the Cooperating Government or Agency

For the Agency for International Development

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5. The Project Manager will provide for proper operation and maintenance of all vehicles and equipment provided to this project.

B. USAID

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

IV. FINANCIAL PLAN

A. GVN Piaster Funding

The DGBFA and MOI agree to the use of VN\$62,000,000 to be provided from the American Aid Chapter in support of this project. (See Piaster Budget at Annex B.)

B. AID Commodity Support

Construction commodities previously granted by USAID to the GVN will be allocated to this project as follows:

100,000 bags, Cement @ \$1.35/bag	\$ 135,000
140 M/T Rebar @ \$125 ⁰⁰ /MT	17,500
17,000 Sheet Aluminum Roofing @ \$ 3.20/sheet	54,400
	<hr/>
Total Equivalent US Commodity Contribution	\$ 206,900

(See Annex B, Para B, Items 1 thru 7.)

V. SPECIAL PROVISIONS

A. It is agreed that any land needed for construction purposes will be financed by the GVN from its own resources. Title to land sites will be vested in the GVN prior to start of construction.

For the Cooperating Government or Agency

For the Agency for International Development

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PROAG
CONTINUATION
SHEET

ANNEX A

PROJECT AGREEMENT
BETWEEN AID AND
DGBFA

AN AGENCY OF THE GOVERNMENT OF
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- B. All plans and specifications for construction to be accomplished under this agreement shall be examined and approved by the MDI 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 piaster funds.
- D. Piaster shifts between budget articles or items of up to 20% are permissible as provided for under the terms of the CY 69 Local Currency Letter of Understanding dated 6/16/69.

For the Cooperating Government or Agency

For the Agency for International Development

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Piaster Budget

<u>Article</u>	<u>Expenditures</u>	<u>Amount</u>
31-39	Operating Supplies and Services	VN\$ 2,000,000
71-79	Direct Investments	<u>60,000,000</u>
	Total	<u>VN\$62,000,000</u>

Work Plan & Expenditure Details

A. Work Plan

It is agreed that plans will be drawn, contracts let, and that construction should commence prior to the end of CY 69 on projects listed in Article 71-79, Items 1 through 7.

Procurement of commodities authorized under Article 71-79, Item 8, should commence within thirty (30) days after the effective date of this agreement and be completed by the end of CY 1969.

B. Expenditures

<u>Article</u>		<u>Amount</u>
31-39	Operating Supplies and Services	<u>VN\$ 2,000,000</u>
	Training courses, instructors, and materials for in-country training of custodial and correctional personnel	VN\$ 2,000,000
<u>Article</u>		<u>Amount</u>
71-79	Direct Investments	<u>VN\$60,000,000</u>

Construction

1. Renovation of National and Provincial Correction Centers 17,000,000
2. Construction of additional prisoner quarters at Bac Lieu, Kien Hoa, Kien

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For the Agency for International Development

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DCBFA**

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- | | |
|---|---|
| <p>Giang and Vinh Binh Provincial Correction Centers</p> <p>3. Construction of dispensaries at Bien Hoa, Gia Dinh, An Giang, Ba Xuyen, Go Cong, Kien Hoa, and Vinh Long Provincial Correction Centers.</p> <p>4. Construction of kitchen at Bac Lieu, Tay Ninh, Kien Giang, Vinh Binh, Bien Hoa, Minh Thuan and Khanh Hoa Provincial Correction Centers.</p> <p>5. Construction of a sewerage system at Bac Lieu Provincial Correction Center.</p> <p>6. Construction of bathrooms at Bac Lieu Provincial Correction Centers</p> <p>7. Construction of walls and blockhouses at Thua Thien, Quang Nam, Quang Ngai, Khanh Hoa, Minh Thuan, Gia Dinh, Tay Ninh, Binh Duong, Long An, Kien Hoa, Binh Tuong, Go Cong, Vinh Long, Vinh Binh, An Giang, Bac Lieu, Kien Giang and Ba Xuyen Provincial Correction Centers.</p> <p>8. Purchase of Equipment:</p> <p>a. Tools for carpenter shop, tailor shop, nursery, and metal shop at 25 provincial correction centers.</p> <p>b. 6 generators (for Kien Hoa, Binh Tuong, Go Cong, Vinh Long, Vinh Binh and An Giang Provincial Correction Centers).</p> <p>c. Blankets and mats for 42 national and provincial correction centers.</p> <p>d. Beds, mosquito nets, and mattresses for dispensaries at Minh Thuan, Bac Lieu, and Phong Dinh Provincial Correction Centers.</p> <p>e. 50 medicine chests for dispensaries at the 42 national and provincial correction centers.</p> | <p>4,000,000</p> <p>5,000,000</p> <p>10,000,000</p> <p>500,000</p> <p>500,000</p> <p>6,100,000</p> <p>3,450,000</p> <p>3,750,000</p> <p>8,900,000</p> <p>600,000</p> <p>200,000</p> |
|---|---|

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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.

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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.

For the Cooperating Government or Agency

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TITLE: _____

TITLE: _____

AID 1330-1C (8-69) PROAG FOREIGN CURRENCY STANDARD PROVISIONS ANNEX	PROJECT AGREEMENT BETWEEN AID AND	1. Project/Activity No. 730-11-710-358
		2. Agreement No. 70-016
	AN AGENCY OF THE GOVERNMENT OF Vietnam	3. <input checked="" type="checkbox"/> 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 \$3,000 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 invoices 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.

(a) If 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, 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.

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 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 II 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- 11-710-353

Title Correction Centers

Original Project Agreement 70-016

Revision No.

Henry J. Purcell
PROGRAM OFFICE

7/24/69
DATE

Ann E. Bardenheiser
PROJECT TECHNICIAN

7/28/69
DATE

Charles J. Mandy
AD/FINANCIAL MGMT

7/24/69
DATE

Paul J. ...
DIVISION CHIEF

8/8/69
DATE

John ...

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 (DOBFA)
AN AGENCY OF THE GOVERNMENT OF VIETNAM.

Under the terms of the Economic Cooperation Agreement signed September 7, 1951, and the standard provisions annexes attached, it is agreed to carry out a project in accordance with the terms set forth herein.

1. PROJECT No. **730-11-710-353** 2. AGREEMENT No. **71-033** 3. ORIGINAL REVISION No.

4. PROJECT TITLE: **Correction Centers**
(Sub-Activity)

5. PROJECT DESCRIPTION AND EXPLANATION (See Annex A attached)

6. APPROPRIATION: **72-1111006** 7. ALLOTMENT: **156-50-730-00-69-11**

8. AID DOLLAR FINANCING (Cost Component)	PREVIOUS TOTAL (A)	INCREASE (B)	DECREASE (C)	TOTAL TO DATE (D)
a. PERSONNEL COSTS				
(1) US PASA				
Contract				
(2) LOCAL AND TCM PASA				
Contract				
b. PARTICIPANTS				
AID Direct		61,000		61,000
PASA/Contract				
c. COMMODITIES				
AID Direct		88,000		88,000
PASA/Contract				
d. OTHER COSTS				
AID Direct				
PASA/Contract				
e. TOTAL (ALL COSTS)		149,000		149,000
9. LOCAL CURRENCY FINANCING (\$1.00 = PIASTERS)				
a. COUNTERPART				
Trust Fund				
AAC				
Special Fund				
Other				
b. OVN (SHOW SOURCE BELOW)				
c. US - OWNED				

10. REFERENCES AND REMARKS :

Ref: **PIO/C 1110190** & Waiver **71-353-16**

11. DATE OF ORIG AGREEMENT: **November 23, 1970.** 12. DATE OF THIS REVISION: 13. EST FINAL CONTRIBUTION DATE: **December 31, 1973**

14. GOVERNMENT OF VIETNAM 15. AGENCY FOR INTERNATIONAL DEVELOPMENT

SIGNATURE: *[Signature]* DATE: **NOV 14/70** SIGNATURE: *[Signature]* DATE: **11/23/70**

TITLE: **Director General** TITLE: **Dep Director**

For Budget and Foreign Aid

AID 1830-1A
(2-76)

PRO AG

CONTINUATION
SHEET

ANNEX A

**PROJECT AGREEMENT
BETWEEN AID AND
INTREPA
AN AGENCY OF THE GOVERNMENT OF
Vietnam**

1. Project/Activity No. 730-11-710-353	PAGE <u>2</u> OF <u>2</u> PAGES
2. Agreement No. 71-033	3. <input checked="" type="checkbox"/> Original or Revision No. _____
3. Project/Activity Title Correction Centers	

I. BACKGROUND

Since its inception in FY 1962, this project has assisted the GVN Directorate of Corrections in developing an effective and secure correctional system. Forty-one centers are now operational. Through the assistance of US advisory personnel, US dollar and piaster funded commodities and services, and limited Free World Assistance, approximately 274 self-help projects have been completed; and large transfers of inmates from overcrowded to excess capacity centers have been made possible. Continued US and GVN resources and assistance are required to upgrade the correctional system of Vietnam to an acceptable minimum standard in terms of humane confinement and prisoner rehabilitation.

II. OBJECTIVES

The objective is to assist the GVN in strengthening and improving the administrative, operational, physical, hygienic and professional standards of prisons in Vietnam.

III. DESIGNATIONS

A. The Chief of Corrections & Detentions Division, PSD, or his designee, will serve as US Project Manager for this project. In this capacity, he will coordinate the USAID assistance provided for the project, and advise and assist the GVN Project Manager in all managerial, technical and administrative phases of the project.

B. The Ministry of Interior (MOI) designates the Director of Corrections or his designee, as GVN Project Manager for this project. In this capacity, he will be primarily responsible for the overall implementation of the program. It is understood and agreed that he will work closely with the US Project Manager and will seek and utilize the latter's technical knowledge, advice, and counsel to the maximum degree practicable to attain project objectives.

IV. IMPLEMENTATION PLAN AND RESPONSIBILITIES

A. USAID

During FY 71, two US direct hire Public Safety advisors will be assigned to this project. They will be assisted by field advisors and other specialists as available and as necessary. They will, by demonstration, personal example and encouragement, assist all levels of Directorate of Corrections (DOC) personnel in improving management and professional

For the Cooperating Government or Agency	For the Agency for International Development
SIGNATURE: _____ DATE: _____	SIGNATURE: _____ DATE: _____
TITLE: _____	TITLE: _____

AID 1980-1A (2-70) PRO AG CONTINUATION SHEET ANNEX <u>A</u>	PROJECT AGREEMENT BETWEEN AID AND DGBFA	1. Project/Activity No. 730-11-710-353	PAGE <u>3</u> OF <u>9</u> PAGES
		2. Agreement No. 71-033	3. <input checked="" type="checkbox"/> Original or Revision No. _____
	AN AGENCY OF THE GOVERNMENT OF <u>Vietnam</u>	3. Project/Activity Title Correction Centers	

skills. As necessary, they will conduct individual or group training seminars to improve the day to day operations of the Correctional System in Vietnam. Participants will be sent to the United States and to Taiwan for Prison Management and On-the-Job Training. Upon completion of the training, they will utilize and share their knowledge with their colleagues both formally and informally. The commodities procured under this agreement will be used within the Prisoner Identification Program and for the security of the prisons. It is planned to request the US Navy to turn over a boat (LCM-8) in FY 1971 to the DOC. This boat will be used for fishing in the waters surrounding Con Son Prison to obtain fish to supplement the diet of the prisoners on Con Son Island. It is also planned to request USAID to furnish piasters to procure POL for this boat and AIX piaster funds to procure fishing equipment.

B. GVN

The Director of Corrections will take the required actions to increase the administrative and medical staff of all correction centers and will continue to press for an increase in the daily food allowance for prisoners, supplies, photocopy paper, and ammunition.

C. OTHER COUNTRIES

Small contributions of medical items, clothing, food and other commodities have been received from time to time. These minor contributions are expected to continue in FY 1971.

V. EXPLANATION OF FINANCING

The dollars obligated on the face sheet will provide funding for the procurement of photographic supplies and ammunition and participant training. Details will be presented in the implementing documents.

The MOI agrees to support this project through the GVN normal revenues made available to the Ministry for its operations, and agrees to the use of CY71 AAC piasters as shown in the budget attached.

VI. REPORTING AND EVALUATION

The US and GVN Project Managers shall jointly prepare and submit to their respective agencies quarterly progress reports and other reports as may be requested, in a format mutually acceptable to the GVN and USAID. Distribution will include DGBFA and other GVN agencies when appropriate.

For the Cooperating Government or Agency SIGNATURE: _____ DATE: _____ TITLE: _____	For the Agency for International Development SIGNATURE: _____ DATE: _____ TITLE: _____
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**PROJECT AGREEMENT
BETWEEN AID AND
IGRFA**

AN AGENCY OF THE GOVERNMENT OF
Vietnam

1. Project/Activity No.
730-11-710-353

PAGE 1 OF 3 PAGES

2. Agreement No.
71-033

3. Original or
Revision No. _____

3. Project/Activity Title
Correction Centers

These reports should cover progress in the attainment of specific targets and identify any problems or delays which are deterring progress of the project.

VII. SPECIAL PROVISIONS

- A. With the approval of the GVN and US Project Managers, plaster shifts between budget articles or items of up to 20% may be made without amendment to this agreement.
- B. Any land needed for construction purposes will be financed by the GVN from its own resources. Title to land sites will be vested in the GVN prior to the start of construction.
- C. All plans and specifications for construction to be accomplished under this agreement shall be examined and approved by both the GVN and the US Project Manager prior to implementation of said construction.
- D. The GVN shall provide for proper servicing, operation and maintenance of US financed equipment, boats, vehicles, facilities and structures in use or to be procured or constructed for this activity.
- E. The GVN Project Manager will establish a system of delivery, accountability, and related procedures to insure that commodities programmed for the Correction Centers Project will be delivered to the intended activity upon receipt by the Directorate of Corrections and that adequate physical facilities and utilities are furnished for such commodities.
- F. Title to the commodities procured under this agreement shall pass to the GVN at the time, place, and under the conditions specified below as applicable.
 - 1. Irrespective of Authorized Agent, when project commodities are shipped via the United States Defense Transportation System or APO/FPO mail, title shall vest in the United States Government until such commodities are unloaded and received by an agency of the GVN. At the time when such commodities are unloaded and received, title shall pass to the GVN.
 - 2. Irrespective of Authorized Agent, when project commodities are shipped via commercial carriers or international mail, title is vested in the Government of Vietnam at the time and place of loading/mailing.
- G. The GVN Project Manager will provide suitable office space and vehicle transportation for US technical advisors assigned to this project.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

TITLE: _____

**PROJECT AGREEMENT
BETWEEN AID AND
DSEPA**

1. Project/Activity No.
720-11-710-253

**PRO AG
CONTINUATION
SHEET**

2. Agreement No.
71-033

3. Original or
Revision No. _____

ANNEX A

AN AGENCY OF THE GOVERNMENT OF
Vietnam

2. Project/Activity Title
Correction Centers

H. The GVN Project Manager will insure that individuals selected for participant training satisfy course pre-requisites as outlined in the Public Safety Training Program Guide. In addition, the Director of Corrections agrees that, upon completion of training, returned participants will be retained in the employ of the Directorate of Corrections for at least three years in command and supervisory positions at least equal to or higher than the positions they held on departure.


5 Nov. 70
Director of Corrections (date)


Director of Public Safety (date)
Directorate

Minister of Interior (date)


For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
TITLE: _____

SIGNATURE: _____ DATE: _____
TITLE: _____

AID 1980-1A (2-70) PRO AG CONTINUATION SHEET ANNEX	PROJECT AGREEMENT BETWEEN AID AND DGBFA	1. Project/Activity No. 730-11-710-353	PAGE <u>6</u> OF <u>9</u> PAGES
		2. Agreement No. 71-033	3. <input checked="" type="checkbox"/> Original or Revision No. _____
	AN AGENCY OF THE GOVERNMENT OF Vietnam	3. Project/Activity Title Correction Centers	

PIASTER BUDGET

American Aid Chapter (Title 30)

<u>Article</u>		<u>Amount</u>
31-39	Operating Supplies and Services	VND11,590,000
71-79	Direct Investments	<u>13,490,000</u>
	Total	<u>VND25,000,000</u>

EXPLANATORY DETAILS

<u>Article</u>		<u>Amount</u>
31-39	<u>Operating Supplies and Services</u>	<u>VND11,590,000</u>
	1. Training aids and other support requirements	3,600,000
	2. Contract services for maintaining electrical systems, water pumps, generators and vehicles	3,190,000
	3. Educational materials	2,000,000
	4. Handicraft supplies and materials	1,960,000
	5. Vehicle accessories for automotive vocational shops for National Correctional Centers	400,000
	6. Paint for National and Provincial Correctional Centers	400,000

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
TITLE: _____

SIGNATURE: _____ DATE: _____
TITLE: _____

AID 1340-1A (8-70) PRO AG CONTINUATION SHEET ANNEX _____	PROJECT AGREEMENT BETWEEN AID AND <u>DIRFA</u>	1. Project/Activity No. <u>730-11-710-353</u>	PAGE <u>1</u> OF <u>2</u> PAGES
		2. Agreement No. <u>71-033</u>	3. <input checked="" type="checkbox"/> Original or Revision No. _____
	AN AGENCY OF THE GOVERNMENT OF <u>Vietnam</u>	3. Project/Activity Title <p style="text-align: center;">Correction Centers</p>	

<u>Article</u>	<u>Expenditure</u>	<u>Amount</u>
71-79	<u>Direct Investments</u>	<u>VF\$13,450,000</u>
	1. Equipment and supplies for Dalat juvenile reformatory	3,720,000
	2. Dental equipment for National Correction Centers	2,000,000
	3. Equipment, materials and supplies for Increased Correctional Effectiveness (ICE) Program	2,000,000
	4. Equipment, tools and supplies for Tan Hiep Special Center for hard-care VC women	1,890,000
	5. Vocational hand tools	1,840,000
	6. Equipment, tools, materials and supplies for Inmate Pre-Release Program	1,800,000
	7. Public address systems for National and Provincial Correction Centers	200,000

Note: To be implemented when CY71 AAC Budget approved.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
 TITLE: _____

SIGNATURE: _____ DATE: _____
 TITLE: _____

AID 1350-1A (D-70) PRO AG CONTINUATION SHEET ANNEX	PROJECT AGREEMENT BETWEEN AID AND DIRPA	1. Project/Activity No. 730-11-710-353	PAGE 3 OF 2 PAGES
		2. Agreement No. 71-033	3. <input checked="" type="checkbox"/> Original or Revision No. _____
	AN AGENCY OF THE GOVERNMENT OF Vietnam	3. Project/Activity Title Correction Centers	

WORK PLAN

The goals and the major steps to be taken toward their accomplishment are as follows:

- Goal 1: Provide adequate food, health and sanitation facilities.**
1. Obtain joint MOH and USAID/PHD medical assessments of each of the 41 correction centers.
 2. Obtain additional medical staff or services of non-resident professionals to meet the minimum requirements of:
 - (a) One doctor per center or per 3,000 prisoners at large centers; and
 - (b) Two nurses or nurse's aides per 1,000 prisoners.
 3. Improve the sanitary operation of kitchen and food storage facilities at each of the 41 correction centers.
 4. Renovate 5 kitchens to a total of 41 renovations.
 5. Assist in the further improvement and expansion of latrine and sewage disposal facilities at each of 41 correction centers.
 6. Advise and assist the Directorate of Corrections (DOC) in seeking increases in the daily food allowance from V\$33 to V\$40 per prisoner.
- Goal 2: Strengthen and improve the administrative systems of all correction centers.**
1. Assist the DOC in expanding the prison administration staff to a total of 2,044 workers of all categories.
 2. Assist in the in-service training of 160 prison staff members (jailer-cadre level) in the physical handling and management of prisoners.
 3. Assist in basic training of new staff members.

For the Cooperating Government or Agency SIGNATURE: _____ DATE: _____ TITLE: _____	For the Agency for International Development SIGNATURE: _____ DATE: _____ TITLE: _____
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AID 1330-1A (2-70) PRO AG CONTINUATION SHEET ANNEX	PROJECT AGREEMENT BETWEEN AID AND DGEPA	1. Project/Activity No. 730-11-710-353	PAGE 2 OF 2 PAGES
		2. Agreement No. 71-033	3. <input checked="" type="checkbox"/> Original or Revision No. _____
	AN AGENCY OF THE GOVERNMENT OF Vietnam	3. Project/Activity Title Correction Centers	

4. Improve prisoner handling techniques and encourage humane treatment of prisoners to insure that conditions and methods can bear the objective scrutiny of foreign observers such as the International Delegation of the Red Cross.

5. Provide participant training in the US (2) and in Taiwan (30) for 32 prison administrative and managerial staff.

6. Assist in providing a special national level, one-month training course on the operation of the prisoner records system. A total of 41 staff members (1 from each center) are to be trained during FY 1971.

7. Assist in providing a special, national level, two-weeks training course on logistical procedures for 41 staff members (1 from each center) during FY 1971.

Goal 3: Improve the prison rehabilitation programs.

1. Establish vocational instruction programs at 10 correction centers.

2. Establish educational (literacy) programs at 5 correction centers.

NOTE: Programs at all centers will be continually evaluated to achieve a goal of "Standard 1, Vocation", (basic skill as a seamstress, carpenter, handicrafts, etc.); or "Standard 2, Education", (up through 4th year of primary education).

3. By May of 1971, evaluate the special course in Basic Civics currently being conducted as a pilot program at the Con Son Correction Center.

4. If evaluation at 3 above, indicates success, establish similar courses at four National Correction Centers.

Goal 4: Improve the prisoner extraction program.

Relocate 2500 prisoners to more secure areas.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
 TITLE: _____

SIGNATURE: _____ DATE: _____
 TITLE: _____

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
TO
VIET-NAM

PROJECT DOCUMENT
APPROVAL FORM

Division PUBLIC SAFETY

Date Typed October 21, 1970

Project No. 730-11-710-353

Title Correction Centers

Original Project Agreement 71-033

Revision No.

[Signature]
PROGRAM OFFICE

10/26/70
DATE

William A. Dean
PROJECT TECHNICIAN

10/31/70
DATE

[Signature]
AD/FINANCIAL MGMT

10/21/70
DATE

[Signature]
DIVISION CHIEF

[Signature]
DATE

PRO AG
(VIETNAM)

21

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.

Page 1

Under the terms of the Economic Cooperation Agreement signed September 7, 1951, and the standard provisions annexes attached, it is agreed to carry out a project in accordance with the terms set forth herein.

1. PROJECT No. **730-11-710-353** 2. AGREEMENT No. **72-005** 3. ORIGINAL REVISION No.

4. PROJECT TITLE: **Correction Centers**
(Sub-Activity)

5. PROJECT DESCRIPTION AND EXPLANATION (See Annex A attached) **NA**

6. APPROPRIATION: **72-1121006**

7. ALLOTMENT: **256-50-730-00-69-21**

8. US DOLLAR FINANCING (Cost Component)	PREVIOUS TOTAL (A)	INCREASE (B)	DECREASE (C)	TOTAL TO DATE (D)
a. PERSONNEL COSTS				
(1) US PASA		307,000		307,000
Contract				
(2) LOCAL AND TCN PASA				
Contract				
b. PARTICIPANTS AID Direct PASA/Contract				
c. COMMODITIES AID Direct PASA/Contract				
d. OTHER COSTS AID Direct PASA/Contract				
e. TOTAL (ALL COSTS)		307,000		307,000
9. LOCAL CURRENCY FINANCING (\$1.00 = 118 PIASTERS)				
a. COUNTERPART Trust Fund AAC Special Fund Other		300,000		300,000
b. GVN (SHOW SOURCE BELOW)				
c. US - OWNED				

10. REFERENCES AND REMARKS:

This partial Project Agreement obligates US Dollars and VN Piasters as indicated above to cover FY72 cost for the continuation of services of six penologists under PASA VN(JA) 10-71.

Ref: PIO/T (21)20023

11. DATE OF ORIG AGREEMENT: **August 3, 1971** 12. DATE OF THIS REVISION: 13. EST FINAL CONTRIBUTION DATE: **June 30, 1974**

14. GOVERNMENT OF VIETNAM

15. AGENCY FOR INTERNATIONAL DEVELOPMENT

SIGNATURE: *[Signature]* DATE: **July 31 71**
 TITLE: **Director General for Budget and Foreign Aid**

SIGNATURE: *[Signature]* DATE: **30 Aug 71**
 TITLE: **Director**

July
 For Minister of Interior
[Signature]
 Director of Correction

PROJECT DOCUMENT CLEARANCE SHEET

Project Title : Correction Centers

Project Number : 730-11-710-353

Agreement Number : 72-005

Original X Revision _____

Explanation and/or comments

If you concur in the attached document, please sign and date below :

ADPROG

J. Winkler 7/12/71 R. R. Brown R. R. Me 7/12/71
APO Division Chief Financial Mgmt. Br. ADPROG

ADFM

[Signature] L. R. King 7/24/71 [Signature]
FAD SCA ADFM

TECHNICAL OFFICE

[Signature] [Signature]
Project Manager Division Chief or Assistant Director

OTHER

PRO AH
(VIETNAM)

21

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.

Page 1

Under the terms of the Economic Cooperation Agreement signed September 7, 1951, and the standard provisions annexes attached, it is agreed to carry out a project in accordance with the terms set forth herein.

1. PROJECT No. **730-11-710-353** 2. AGREEMENT No. **72-005** 3. ORIGINAL REVISION No. 2

4. PROJECT TITLE: **Correction Centers**
 (Sub-Activity) **(Penology and Corrections)**

5. PROJECT DESCRIPTION AND EXPLANATION (See Annex A attached)

6. APPROPRIATION: **72-1121006** 7. ALLOTMENT: **256-50-730-00-69-21**

B. AID DOLLAR FINANCING (Cost Component)	PREVIOUS TOTAL (A)	INCREASE (B)	DECREASE (C)	TOTAL TO DATE (D)
c. PERSONNEL COSTS				
(1) US				
PASA	307,000			307,000
Contract				
(2) LOCAL AND TCN				
PASA				
Contract				
b. PARTICIPANTS				
AID Direct	24,000			24,000
PASA/Contract				
e. COMMODITIES				
AID Direct		69,000		69,000
PASA/Contract				
d. OTHER COSTS				
AID Direct				
PASA/Contract				
e. TOTAL (ALL COSTS)	351,000	69,000		400,000
9. LOCAL CURRENCY FINANCING (\$1.00 = PLASTERS)				
a. COUNTERPART				
Trust Fund				
AAC				
Special Fund				
Other				
b. GVN (SHOW SOURCE BELOW)				
c. US - OWNED				

10. REFERENCES AND REMARKS:

This revision provides partial commodity support.

Ref: PIO/Cs (21)20093, (21)20094, (21) 20095

11. DATE OF ORIG AGREEMENT **August 3, 1971** 12. DATE OF THIS REVISION **October 1, 1971** 13. EST FINAL CONTRIBUTION DATE **June 30, 1974**

14. GOVERNMENT OF VIETNAM
 SIGNATURE: *[Signature]* DATE: **Sept 29**
 TITLE: **Director General**
for Budget and Foreign Aid

15. AGENCY FOR INTERNATIONAL DEVELOPMENT
 SIGNATURE: *[Signature]* DATE: **10/1/71**
 TITLE: **Associate Director for Program**

**PROJECT AGREEMENT
BETWEEN AID AND**

1. Project/Activity No.

730-11-710-353

PAGE 2 OF 7 PAGES

2. Agreement No.

72-005

3. Original or

Revision No. 2

**PRO AG
CONTINUATION
SHEET**

DGNYA

AN AGENCY OF THE GOVERNMENT OF

3. Project/Activity Title

Correction Centers

ANNEX A

Vietnam

I. BACKGROUND

Since this project began in FY62, it has assisted the GVN Directorate of Corrections in developing an effective and secure correctional system. Five National and Thirty-seven Provincial Correction Centers are now operational. The combined assistance of US advisory personnel, US dollar and piaster funded commodities and services along with limited Free World contributions have enabled the GVN to complete approximately 275 self-help project. Transfers of inmates from over-crowded centers to under-capacity centers have been effected.

II. OBJECTIVE:

To assist the GVN to strengthen and improve the administrative, operational, physical, hygienic and professional standards of prisons in Vietnam.

III. DESIGNATIONS

A. The Chief of Corrections and Detention Division, Public Safety Directorate, or his designee, will serve as US Project Manager for this project. As such, he will coordinate the USAID assistance provided for the project as well as advise and assist the GVN Project Manager in all managerial, technical and administrative phases of the project.

B. The Minister of Interior (MOI) designates the Director of Corrections, or his designee, as GVN Project Manager for this project. As such, he will be primarily responsible for the overall implementation of the program. It is understood and agreed that he will work closely with the US Project Manager and will seek and utilize the latter's technical knowledge, advice and counsel to the maximum degree practical to attain project objectives.

IV. IMPLEMENTATION PLAN AND RESPONSIBILITIES.

A. USAID

1. During FY72, two (2) US Direct Hire Public Safety Advisors, six (6) US PASA (US Federal Bureau of Prisons) and one Military Advisor will be assigned to this project. They will be assisted by field advisors and other specialists as necessary. These advisors will assist the Director of Corrections (DOC) and his staff along with the wardens of all prisons and their staff in implementing penology improvements throughout the corrections system. Additionally, one US Direct Hire medical advisor

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
TITLE: _____

SIGNATURE: _____ DATE: _____
TITLE: _____

PROJECT AGREEMENT
BETWEEN AID AND
DGBFA

1. Project/Activity No.

730-11-710-353

PAGE 3 OF 7 PAGES

2. Agreement No.

72-005

3. Original or

Revision No. 2

PRO AG
CONTINUATION
SHEET
ANNEX A

AN AGENCY OF THE GOVERNMENT OF
Vietnam

3. Project/Activity Title

Correction Centers

currently on loan from USAID/PH is programmed to occupy one of the two Direct Hire positions commencing in FY72. He will continue to assist, advise, make recommendations and act as the counterpart of a GVN/DOC doctor in all medical matters pertaining to the Correction program.

2. Limited commodity support and participant training in the US and third countries will continue through FY72. The continued commodity support will provide supplies in the educational, vocational, agricultural and animal husbandry fields. The training will better equip key Correctional staff personnel in administrative and managerial techniques to be utilized in insuring proper and humane treatment for all prisoners.

3. FY72 funds will be provided to perform an architectural and engineering design, plans, and specifications for constructing an electrical system on Con Son Island and, upon completion, to construct the electrical system.

B. GVN

The Director of Corrections will increase the administrative and medical staffs of all Correction Centers and will continue to press for adequate GVN budgetary resources to support the Corrections system.

C. OTHER COUNTRIES

Small contributions of medical items, food, plasters and other commodities have been received from time to time. These minor contributions are expected to continue through FY72.

V. EXPLANATION OF FINANCING

The dollars obligated on the face sheet of this Project Agreement will provide partial funding for six PASA Advisors, for participants and for commodities. Details of expenditures are presented in the implementing documents.

The MOI agrees to support this project through normal GVN revenues made available to the ministry for its operation.

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 Title
730-11-710-353

**PRO AG
CONTINUATION
SHEET**

DCBFA

2. Agreement No.
72-005

3. Original or
Revision No. **2**

ANNEX A

**AN AGENCY OF THE GOVERNMENT OF
Vietnam**

3. Project/Activity Title
Correction Centers

VI. REPORTING AND EVALUATION

The US and GVN Project Managers shall jointly prepare and submit to their respective agencies quarterly progress reports and other reports as may be required, in a format mutually acceptable to GVN and USAID. Distribution will include DCBFA and other GVN agencies when appropriate. These reports should cover progress in the attainment of specific goals and identify any problems or delays which are deterring progress of the project.

VII. SPECIAL PROVISIONS

- A. Any land needed for construction purposes will be financed by the GVN from its own resources. Titles to land sites will be vested in GVN prior to the start of any construction.
- B. All plans and specifications for construction to be accomplished under this agreement shall be examined and approved by both the GVN and US Project Managers prior to construction.
- C. The GVN shall provide for proper servicing, operation and maintenance of US financed equipment, boats, vehicles, facilities and structures in use or to be procured or constructed for this activity.
- D. The GVN Project Manager will establish a system of delivery, accountability and related procedures to insure that commodities programmed for the Correction Centers Project will be delivered to the intended activity upon receipt by the Director of Corrections and that adequate physical facilities and utilities are furnished for such commodities.
- E. Title to the commodities procured under this agreement shall pass to the GVN at the time, place and under the conditions as specified below:
 - 1. Irrespective of Authorized Agent, when project commodities are shipped via the United States Defense Transportation System or APO/FPO mail, title shall vest in the United States Government until such commodities are unloaded and received by an agent of the GVN. At the time such commodities are unloaded and received, title shall pass to the GVN.

For the Cooperating Government or Agency

SIGNATURE: _____ DATE: _____
TITLE: _____

For the Agency for International Development

SIGNATURE: _____ DATE: _____
TITLE: _____

PROJECT AGREEMENT
BETWEEN AID AND
DGBFA

AN AGENCY OF THE GOVERNMENT OF
Vietnam

1. Project/Activity No.
730-11-710-353

2. Agreement No.
72-005

3. Original or
Revision No. 2

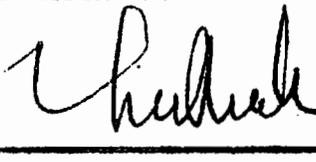
3. Project/Activity Title
Correction Centers

2. Irrespective of Authorized Agent, when project commodities are shipped via commercial carriers or international mail, title shall be vested in the GVN at the time and place of loading/mailling.

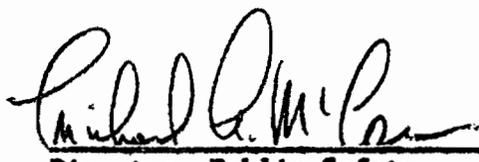
F. The GVN Project Manager will provide suitable office space and vehicle transportation for US technical advisors assigned to this project.

G. The GVN Project Manager will insure that individuals selected for participant training satisfy course pre-requisites as outlined in the Public Safety Training Program Guide. Also, the Director of Corrections agrees that, upon completion of training, returned participants will be retained in the employ of the Directorate of Corrections for three (3) years in command and supervisory positions equal to or higher than the position they held on departure for training.

Concurrences:

 9/21/71

Director of Corrections

 9/25/71

Director, Public Safety
Directorate



For Minister of Interior

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
TITLE: _____

SIGNATURE: _____ DATE: _____
TITLE: _____

PROJECT AGREEMENT
BETWEEN AID AND
DCBFA

AN AGENCY OF THE GOVERNMENT OF
Vietnam

1. Project/Activity No. 730-11-710-353	PAGE 6 OF 7 PAGES
2. Agreement No. 72-005	3. <input type="checkbox"/> Original or Revision No. 2
3. Project/Activity Title Correction Centers	

WORK PLAN

The project goals and the major steps to be taken toward their accomplishment are as follows:

GOAL 1: Improve space and health conditions within Correction Centers by:

- A. Encouraging more humane treatment of prisoners.
- B. Encouraging the GVN to increase the daily food allowance for prisoners.

GOAL 2: Strengthen the administrative system of the Correction Centers by:

- A. Increasing the prison administrative staff to 2,044 by mid-FY72.
- B. Improving in-service training.
- C. Providing participant training in the US and third countries for selected DOC personnel.
- D. Improving the identification classification and records system.

GOAL 3: Encourage the practice of modern penology methods by:

- A. Planning a parole system.
- B. Implementing legislation governing all aspects of penology affecting civil prisoners.
- C. Establishing civic education programs at all centers.
- D. Improving the prisoner rehabilitation programs.

GOAL 4: Improve prisoner living conditions and professional management standards for the Con Son Correction Center by:

- A. Developing a fertilizer program for truck gardens.
- B. Expanding the fishing program.

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.
730-11-710-355

**PRO AG
CONTINUATION
SHEET**

DGEFA

2. Agreement No.
72-005

3. Original or
Revision No. **2**

ANNEX B

**AN AGENCY OF THE GOVERNMENT OF
Vietnam**

3. Project/Activity Title
Correction Centers

- C. Improving and developing water sources.
- D. Expanding the livestock husbandry program.
- E. Establishing mainland rice sources which will provide higher grade grain for inmates.
- F. Developing supplemental vegetable sources.

GOAL 5: Encourage the improvement of vocational labor and hobby-work skills at the Con Son Correction Center by:

- A. Developing new prison industries as recommended by the MOI evaluations.
- B. Developing new handicraft projects and methods.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
TITLE: _____

SIGNATURE: _____ DATE: _____
TITLE: _____

PROJECT DOCUMENT CLEARANCE SHEET

Project Title: Correction Centers
(Penology and Corrections)

Project Number: 730-11-710-353

Agreement Number: 72-005

Original _____ Revision 2

Explanation and/or comments

The total amount of these PIO/C's exceeds the amount requested for first quarter funding (\$60,000) but does not exceed the PBS (\$127,000). The overage includes the unanticipated purchase of a generating plant which was obtained some time ago from the Army and which the Army is now requiring be purchased. Attached are an Action Memorandum for the Director requesting approval and documents justifying the request.

Also attached is the Master Project Agreement for FY 72.

If you concur in the attached document, please sign and date below:

ADPROG:

9/17/71
9/17/71 R. R. Brown Division Chief Financial Mgmt. Br. ADPROG

ADFM:

9/24/71
9/24/71 R. King ADFM

TECHNICAL OFFICE:

9/20/71
9/20/71 Division Chief or Assistant Director

FP&P, CORDS

9/27

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 BUDGETARY ORGANIZATION FOR BUDGET AND FOREIGN AID (BOBFA)
 AN AGENCY OF THE GOVERNMENT OF VIETNAM

Under the terms of the Economic Cooperation Agreement signed September 7, 1951, and the standard provisions contained therein, it is agreed to carry out a project in accordance with the terms set forth herein.

1. PROJECT No: **730-11-710-353** 2. AGREEMENT No: **72-005** 3. ORIGINAL 4. VERSION No: **8**

4. PROJECT TITLE: **Correction Centers**
(Sub-Activity)

5. PROJECT DESCRIPTION AND EXPLANATION (See Annex A attached)

6. APPROPRIATION: **72-1121006** 7. ALLOTMENT: **256-50-730-00-69-33**

8. AID DOLLAR FINANCING (Cost Component)	PREVIOUS TOTAL (\$)	INCREASE (\$)	DECREASE (\$)	TOTAL TO DATE (\$)
a. PERSONNEL COSTS				
(1) US PASA	221,000			221,000
Contract				
(2) LOCAL AND FCN PASA				
Contract				
b. PARTICIPANTS				
AID Direct	22,989			22,989
PASA/Contract				
c. COMMODITIES				
AID Direct	107,050			107,050
PASA/Contract				
d. OTHER COSTS				
AID Direct				
PASA/Contract				
e. TOTAL (ALL COSTS)	351,039			351,039
7. LOCAL CURRENCY FINANCING (\$1.00 = PIASTER)				
a. COUNTERPART				
Trust Fund	300,000			300,000
AAC CY72 AAC		69,000,000		69,000,000
Special Fund				
Other				
b. OVN (SHOW SOURCE BELOW)				
c. US - OWNED				

10. REFERENCES AND REMARKS:

To commit piaster funds from CY 72 AAC to implement programs for the Correction Centers project.

11. DATE OF ORIG. AGREEMENT
August 3, 1971

12. DATE OF THIS REVISION
August 12, 1972

13. EST. FINAL CONTRIBUTION DATE
June 30, 1974

14. GOVERNMENT OF VIETNAM

15. AGENCY FOR INTERNATIONAL DEVELOPMENT

SIGNATURE: *[Signature]* DATE: **Aug 11 1972**
 TITLE: **Director General**
 For Budget and Foreign Aid

SIGNATURE: *[Signature]* DATE: **8/12/72**
 TITLE: **Associate Director for Programs**

July
 to Minister of Interior

no
 Director of Corrections

PRO AG CONTINUATION SHEET ANNEX A	PROJECT AGREEMENT BETWEEN AID AND DGBFA AN AGENCY OF THE GOVERNMENT OF Vietnam	1. Project/Activity No. 730-11-710-353	PAGE <u>2</u> OF <u>3</u> PAGES
		2. Agreement No. 72-005	<input type="checkbox"/> Original by Signature No. <u>2</u>
		3. Project/Activity Title CORRECTION CENTERS	

PLASTER BUDGET

AMERICAN AID CHAPTER (TITLE 30)

<u>Article</u>	<u>Expenditures</u>	<u>Amount</u>
31-39	Operating Supplies and Services	VN\$53,870,000
71-79	Direct Investments	<u>15,130,000</u>
	TOTAL	<u>VN\$69,000,000</u>

EXPLANATORY DETAIL

<u>Article</u>	<u>Expenditures</u>	<u>Amount</u>
31-39	<u>Operating Supplies and Services</u>	<u>VN\$53,870,000</u>
	- Recreational and educational aids and materials for vocational training	4,125,000
	- Blankets, mats, raincoats for inmates	9,880,000
	- Repair & maintenance, POL and transportation	15,070,000
	- Materials to increase the correctional effect program (Bang Son program)	1,790,000
	- Animal husbandry program	1,105,000
	- Training	3,600,000
	- Construction materials for Saigon Correction Center Hospital	3,000,000
	- Repair materials (cement, rebar, tile, paint, nail, etc.)	9,000,000
	- Materials to support the psywar battalion program at Con Son Correction Center	4,000,000
	- Water system for Con Son Correction Center	2,000,000
	- Purchase seeds for the agronomy program at the Correction Centers	300,000

For the Compulsory Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
 TITLE: _____

SIGNATURE: _____ DATE: _____
 TITLE: _____

AID 1220-1A (2-75) PSD AG CONTRIBUTION SHEET Annex A	PROJECT AGREEMENT BETWEEN AID AND DOSEA	1. Government File No. 730-11-710-343	PAGE <u>3</u> OF <u>2</u> PAGES
		2. Agreement No. 73-020	3. <input type="checkbox"/> Original of Protocol No. <u>71</u>
	AN AGENCY OF THE GOVERNMENT OF VIETNAM	4. Project/Activity Title Correction Centers	

<u>Article</u>	<u>Expenditures</u>	<u>Amount</u>
71-79	<u>Direct Investments</u>	<u>VND\$15,130,000</u>
	- Tools of handicraft projects	4,100,000
	- Tools for Bang Son program	4,130,000
	- TV sets and broadcasting system	2,000,000
	- Tools for automotive shop	500,000
	- Purchase electric fans for prisoners	500,000
	- Tools for supporting the psywar battalion program	2,000,000
	- Purchase boat engines for Con Son Correction Center	1,200,000
	- Tools for agronomy program	700,000

The Director of Corrections (DOC) will furnish monthly reports on expenditures of funds provided under Articles 31-39 and Articles 71-79. These monthly reports of expenditures will be submitted to the United States Agency for International Development (USAID), Civil Operations and Rural Development Support (CORDS), Public Safety Directorate (PSD). These reports will conform to accepted PSD and DOC format and will be submitted by the fifteenth of each month showing actual expenditures of the preceding month.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
TITLE: _____

SIGNATURE: _____ DATE: _____
TITLE: _____

PROJECT DOCUMENT CLEARANCE SHEET

Project Title : Correction Centers

Project Number : 730-11-710-353

Agreement Number : 72-005

Original _____ Revision 8

Explanation and/or comments

This revision commits piaster funds from CY 72 AAC to implement programs for the Correction Centers project.

If you concur in the attached document, please sign and date below :

ADPROG

[Signature]
AAG
July 19, 1972

[Signature]
Division Chief
7/28/72

[Signature]
Financial Mgmt. Br.

[Signature]
ADPROG
8/12/72

ADEM

[Signature]
FAD

[Signature]
BRA

[Signature]
ADFM

TECHNICAL OFFICE :

[Signature]
Project Manager
3 Aug 72

[Signature]
Division Chief or Assistant Director
8/3/72

OTHER :

[Signature]
PR&P/CORIS

~~PL-AP-680~~

PRO AG
OVERHEAD

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 (DGRFA)
AN AGENCY OF THE GOVERNMENT OF VIETNAM

Page 1

Under the terms of the Economic Cooperation Agreement signed September 7, 1951, and the standard provisions annexed attached, it is agreed to carry out a project in accordance with the terms set forth herein.

1. PROJECT No. 730-11-710-353 2. AGREEMENT No. 73-031 3. ORIGINAL 4. REVISION No. 1

4. PROJECT TITLE: Correction Centers
(Sub-Activity)

5. PROJECT DESCRIPTION AND EXPLANATION (See Annex A attached)

6. APPROPRIATION: 72-1131006 7. ALLOTMENT: 356-50-730-00-69-31

8. AID DOLLAR FINANCING (Cost Component)	PREVIOUS TOTAL (a)	INCREASE (b)	DECREASE (c)	TOTAL TO DATE (d)
a. PERSONNEL COSTS				
(1) US PASA	131,000			131,000
Contract				
(2) LOCAL AND TCM PASA				
Contract				
b. PARTICIPANTS				
AID Direct				
PASA/Contract				
c. COMMODITIES				
AID Direct				
PASA/Contract				
d. OTHER COSTS				
AID Direct				
PASA/Contract				
e. TOTAL (ALL COSTS)	131,000			131,000
9. LOCAL CURRENCY FINANCING (\$1.00 = PIASTERS)				
a. COUNTERPART				
Trust Fund	200,000			200,000
AAC				
Special Fund				
Other				
b. GVN (SHOW SOURCE BELOW)				
c. US - OWNED				

10. REFERENCES AND REMARKS: The purpose of this FY 1973 Prolog revision is to set forth the scope of the Correction Centers Project and to stipulate the responsibilities and contributions of the GVN and the USA.

11. DATE OF ORIG. AGREEMENT: September 29, 1972 12. DATE OF THIS REVISION: December 18, 1972 13. ESTIMATED COMPLETION DATE: December 31, 1974

14. GOVERNMENT OF VIETNAM: [Signature] Dec 15/72
 SIGNATURE: [Signature] 12/18/72
 TITLE: Director General TITLE: Associate Director for Program
For Budget and Foreign

PROJECT AGREEMENT
BETWEEN AID AND
DGSFA

AN AGENCY OF THE GOVERNMENT OF
Vietnam

1. Project/Activity No.
730-11-710-353

2. Agreement No.
73-031

3. Project/Activity Title

Correction Centers

3. Original or
Revision No. 1

A. BACKGROUND

1. In FY 1961, at the request of the Government of Vietnam (GVN), the United States Government (USG) commenced its support of the GVN correction centers under the project, "Strengthen Public Safety Services". The initial support was limited to the assignment of one US advisor to work with the GVN Directorate of Corrections (DOC), along with the provision of minimum commodities and participant training.

2. In FY 1967, as a result of the GVN's request for expanded assistance, a separate project providing increased support for the DOC was established under the title, "Correction Centers." Since FY 1967 the Correction Centers project has assisted the development of an effective and secure correctional system consisting of five national correction centers and 37 provincial correction centers.

3. The USG assistance and limited Free World contributions have enabled the GVN to upgrade and expand its correctional facilities, transfer inmates from overcrowded to under-capacity centers and make improvements in the administrative and professional standards of all correctional institutions.

B. GOAL STATEMENT

The goal of the Public Safety Sector, under which this project is assigned, is to develop viable civil institutions for the GVN which will be capable of maintaining internal security and enforcing law and order in the Republic of Vietnam (RVN).

C. PROJECT PURPOSE

To strengthen and improve the administrative, operational, physical, hygienic, and professional standards of the correction centers in the RVN.

D. CONDITIONS EXPECTED AT THE END OF PROJECT

A viable correctional institution system with the capabilities for:

- a. Providing proper inmate administration, including humane treatment and recognition of physical well-being of inmates.
- b. Providing inmates with regularly scheduled professional medical care.
- c. Providing inmates with a nutritious diet.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
TITLE: _____

SIGNATURE: _____ DATE: _____
TITLE: _____

PROJECT AGREEMENT
BETWEEN AID AND
DGBFAAN AGENCY OF THE GOVERNMENT OF
Vietnam1. Project/Activity No.
730-11-710-353PAGE 3 OF 6 PAGES2. Agreement No.
73-0313. Original or
Revision No. 1

3. Project/Activity Title

Correction Centers

d. Segregating juvenile offenders from hardened criminals.

e. Providing improved living conditions for sentenced hard-core Viet Cong and habitual criminals confined at the Con Son National Correction Center.

E. OUTPUT TARGETS By the end of FY 1973 will have:

1. Improved the space and health conditions by :

a. Implementing policies for more humane treatment of prisoners.

b. Recommending an increase in the daily food allowance for inmates.

2. Strengthened the administrative system by :

a. Increasing the administration staff of the correction centers from 1,200 to 2,044.

b. Improving the quality and content of the in-service training courses.

c. Improving the Identification Classification and Records System.

3. Modernized and improved the correctional methods by :

a. Planning and recommending a parole system to the GVN authorities responsible for the correctional system.

b. Establishing civic education programs.

c. Improving prisoner skills and rehabilitation programs.

4. Encouraged the productive use of inmate manpower by :

a. Developing new prison industries.

b. Developing new handicraft projects and methods.

5. Improved the prisoner living conditions and professional management standards for the Con Son Correction Center by:

For the Cooperating Government or Agency

For the Agency for International Development

NAME (PRINT) _____ DATE _____

SIGNATURE _____ DATE _____

TITLE _____

TITLE _____

AID 154D-1A (2-70) PRO AG CONTINUATION SHEET ANNEX <u>A</u>	PROJECT AGREEMENT BETWEEN AID AND DGBFA	1. Project/Activity No. 730-11-710-353	PAGE <u>4</u> OF <u>6</u> PAGES
		2. Agreement No. 73-031	3. <input type="checkbox"/> Original or Revision No. <u>3</u>
	AN AGENCY OF THE GOVERNMENT OF Vietnam	3. Project/Activity Title Correction Centers	

- a. Expanding the fishing program.
- b. Improving and developing water sources and locating new wells.
- c. Expanding the livestock husbandry program.
- d. Establishing commercial sources for the procurement of high grade rice grain.
- e. Developing supplemental vegetable sources.

F. INPUTS

1. The GVN, subject to the availability of funds and personnel, agrees to provide :

(a. Personnel - The GVN will increase the staffs (including administrative and medical elements) of all correction centers to levels authorized by the GVN National Assembly.

b. Funds - The GVN will support this project through :

- (1) Its annual regular budget for the DOC; and
- (2) The AAC budget for the DOC.

The CY 1973 AAC budget in support of the DOC will be set forth by a subsequent revision to this Agreement.

c. Support services - The GVN shall provide for the proper servicing, operation and maintenance of equipment, vehicles, boats, facilities and structures financed by the USG for use in this project.

d. Physical facilities, equipment, land - Suitable office facilities and vehicle transportation will be provided to US advisors assigned to this project.

2. The USG, subject to the availability of funds and personnel, agrees to provide :

For the Competing Government or Agency

For the Agency for International Development

SIGNATURE _____
 TITLE _____

SIGNATURE _____
 TITLE _____

PROJECT DOCUMENT CLEARANCE SHEET

Project Title : Correction Centers

Project Number : 730-11-710-353

Agreement Number : 73-031

Original _____ Revision 1

Explanation and/or comments

The purpose of this FY 1973 ProAg revision is to set forth the scope of the Correction Centers Project and to stipulate the responsibilities and contributions of the GVN and the USG.

Funds to finance the PABA personnel costs have been obligated to date. No further obligations are planned for this project.

If you concur in the attached document, please sign and date below :

ADPROG :

[Signature] 24 Nov 72
AFD

[Signature] 11/24
Division Chief

Financial Mgmt. Br.

ADPROG

ADFM :

[Signature]
FAD

SEA

ADFM

TECHNICAL OFFICE :

[Signature]
Project Manager

[Signature] 12/6/72
Division Chief or Assistant Director

STICIA

[Signature]
PP&P/CORDS

VE-100/102-20

ADPROG

PRO AG CONTINUATION SHEET ANNEX <u>A</u>	PROJECT AGREEMENT BETWEEN AID AND DGBFA	1. Project/Activity No. <u>730-11-710-353</u>	PAGE <u>5</u> OF <u>6</u> PAGES
	AN AGENCY OF THE GOVERNMENT OF Vietnam	2. Agreement No. <u>73-031</u>	3. <input type="checkbox"/> Original or Revision No. <u>1</u>
		3. Project/Activity Title Correction Centers	

a. Personnel - Two (2) US direct hire Public Safety advisors (includes one doctor) and three (3) advisors under PASA (US Bureau of Prisons) will be assigned to this project. They will be assisted by field advisors and other specialists as necessary. These advisors will assist the staffs of the DOC and correction centers in implementing improvements throughout the corrections system.

b. Funds for Training - No funds for participant training are to be provided.

c. Commodities - No commodity support is to be provided.

d. Other Costs - Local currency obligations funded from Trust Funds have been made available to finance per diem allowance for the three PASA advisors.

3. Other Donors

Small contributions of piaster funds, medical items, food and other commodities are expected from other Free World Sources.

G. DESIGNATIONS

1. The GVN

The Director of the Directorate of Corrections is designated as the GVN Project Manager.

2. The USG

The Chief of the Corrections and Detention Division, Public Safety, CORDE is designated as the US Project Manager.

H. REPORTING AND EVALUATION

1. The GVN Project Manager will prepare and submit to the US Project Manager a monthly financial report covering the status of obligations and expenditures for the CY 1973 AAC funds.

2. The GVN and US Project Managers will prepare jointly an annual evaluation of the project based on the criteria set forth in this Agreement.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
 TITLE: _____

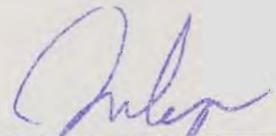
SIGNATURE: _____ DATE: _____
 TITLE: _____

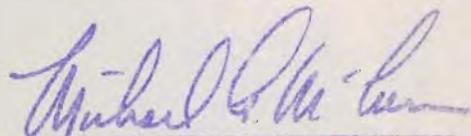
PRO AG CONTINUATION SHEET ANNEX <u>A</u>	PROJECT AGREEMENT BETWEEN AID AND DGBFA	1. Project/Activity No. <u>730-11-710-353</u>	PAGE <u>5</u> OF <u>6</u> PAGES
		2. Agreement No. <u>73-031</u>	3. <input type="checkbox"/> Original or Revision No. <u>1</u>
	AN AGENCY OF THE GOVERNMENT OF Vietnam	3. Project/Activity Title <u>Correction Centers</u>	

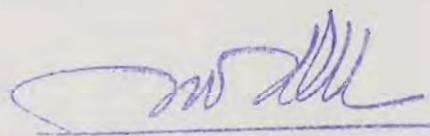
I. STANDARD PROVISIONS ANNEXES

The Standard Provision Annex B (for US dollar funding) and Foreign Currency Standard Provision Annex C (for foreign currency uses) are appended hereto as a part of this Agreement.

Concurrences:


 For Minister of Interior
 Date 14 December '72


 Associate Director,
 CORDS for Public Safety
 Date 12/6/72


 Director, Directorate of Corrections
 Date Dec 6 1972

For the Cooperating Government or Agency SIGNATURE: _____ DATE: _____ TITLE: _____	For the Agency for International Development SIGNATURE: _____ DATE: _____ TITLE: _____
--	--

**PRGAG
STANDARD
PROVISIONS
ANNEX**

**PROJECT AGREEMENT
BETWEEN AID AND**

AN AGENCY OF THE GOVERNMENT OF _____

1. Project/Activity No. _____

2. Agreement No. _____

3. _____

 Original or Replicas No. _____

A. As used herein, the term "AID" refers to the Agency for International Development, any component agency, or any successor agency. References to this Project Agreement shall mean the original Project Agreement as modified by any revisions which have entered into effect.

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 Annex A, as required by Block 5 hereof. In addition, as may be further specified in Annex A, AID will, subject to the availability of funds and (where required by AID procedures) as provided for in Project Implementation Orders (PIOs) issued by AID in accordance with its procedures, make available funds (a) to pay costs of furnishing technical services to be performed by United States Government employees in connection with the project, (b) to pay a share of the costs of providing training outside the cooperating country in connection with the project for qualified persons from the cooperating country, and (c) to pay such additional costs as may be specified.

(2) The Cooperating Government 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 Annex A. The Cooperating Government 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 Annex A, 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. AID shall not be required to make any contribution after the expiration of six months following the estimated final contribution date (Block 13 of the Project Agreement form AID 1330-1) or any amended final contribution date specified herein. Except as otherwise specified herein or subsequently

agreed by the parties, all contributions of the Cooperating Agency pursuant to this Project Agreement shall be made on or before said estimated termination date, or amended 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 in whole or in part by AID may (where so required by AID procedures) be undertaken only pursuant to PIOs issued by AID in accordance with its procedure.

F. Unless otherwise specified in the applicable PIO, the procurement of commodities financed with the AID contribution referred to in Block 8 of this Project Agreement shall be subject to the provisions of AID Regulation 1.

G. Unless otherwise specified in the applicable PIO, title to all property procured through financing by AID pursuant to Block 8 (c) 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 (c).

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.

(2) If 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, 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 any 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 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 and 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. The Cooperating Agency will make such arrangements as may be necessary so that funds introduced into the cooperating country by AID or any public or private agency for purposes of carrying out obligations of AID hereunder shall be convertible into currency of the cooperating country at the highest rate which, at the time the conversion is made, is not unlawful in the cooperating country.

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.

P. 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 noncancellable 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.

PROAG
FOREIGN CURRENCY
STANDARD PROVISIONS
ANNEX

PROJECT AGREEMENT
BETWEEN AID AND

AN AGENCY OF THE GOVERNMENT OF

1. Project/Activity No.

2. Agreement No.

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. (x) 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.

(a) 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 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

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

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

(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.

(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.

F. 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 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.