

PRO 43
DREYHARD

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

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. **730-11-710-352** 2. AGREEMENT No. **70-085** 3. CDD REVISION No.

4. PROJECT TITLE: **National Police Support (Identification and Records)**

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

6. APPROPRIATION: **72-1101006** 7. ASSIGNMENT: **056-50-730-00-69-01**

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 TCI PASA Contract				
b. Participants AID Direct PASA/Contract				
c. Compositions AID Direct PASA/Contract		210,000		210,000
d. Other Costs AID Direct PASA/Contract				
e. TOTAL (ALL COSTS)		210,000		210,000
9. LOCAL CURRENCY FINANCING (\$1.00 = <u> </u> Piastres)				
a. Counterpart Trust Fund AAC Special Fund Other				
b. GVN (show source below)				
c. US - Owned				

10. REFERENCES AND REMARKS:
Ref: PIO/Cs 0300253
0300254
0300255
0300256
0300257

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11. DATE OF ORIG AGREEMENT: **January 30, 1970** 12. DATE OF THIS REVISION: **December 31, 1971** 13. EST FINAL CONTRIBUTION DATE: **December 31, 1971**

14. GOVERNMENT OF VIETNAM
SIGNATURE: *[Signature]* DATE: **Jan 9/70**
TITLE: **Director General for Budget and Foreign Aid**

15. AGENCY FOR INTERNATIONAL DEVELOPMENT
SIGNATURE: *[Signature]* DATE: **1-20-70**
TITLE: **Director**

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PROJECT AGREEMENT

BETWEEN AID AND

DRGFA

AN AGENCY OF THE GOVERNMENT OF
Vietnam

1. Report/Activity No.

730-11-010-002

2. Agreement No.

70-085

3. Project/Activity Title

National Police Support
(Identification and Records)

Original or

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I. BACKGROUND

A. This Activity supports the Identification Service (IS) of the Directorate General of National Police (DGNP). The IS is the GVN agency responsible for registering and issuing identification cards to all Vietnamese, and maintaining the national repository for all fingerprint and other identification documents.

To accomplish its tasks, the IS is divided into 5 Bureaus as follows:

1. Classification Bureau - which is responsible for examining and classifying fingerprints.
2. Name-Index Card Bureau - which is responsible for searching and filing name index card files.
3. Fingerprint Card Bureau - which is responsible for searching and filing fingerprint cards.
4. Assembly Bureau - which enters court dispositions on personal history records, issues copies of personal history records and handles correspondence regarding the identity of persons.
5. Support Bureau - which provides materials assistance and facilities for the ID Service and ID card program throughout the country, is responsible for training experts in supports of the ID card program.

B. The IS assists the National Police organization, at the national, municipal and province levels, in the improvement of records management and crime reporting, and in the proper use of identification records and data concerning political, criminal and VCI activity.

C. US support is needed to further strengthen and develop the capability of the IS to more effectively undertake the expanded role assigned to the NP in the pacification efforts of the GVN.

II. OBJECTIVES

This Activity is designed to assist the GVN in establishing an effective nation-wide identification system through the adoption of accepted methods of classifying and filing fingerprint and name index cards, the installation of an effective identification records filing system, and the development of

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

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TITLE: _____

TITLE: _____

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PROJECT AGREEMENT
BETWEEN AID AGENCY

1. Project No. 750-11-710-102

2. Agreement No.

10-005

Original Copy

Revision No.

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DGBFA

AN AGENCY OF THE GOVERNMENT OF
Vietnam

3. Project/Activity Title

National Police Support
(Identification and Records)

ANNEX A

scientific investigative techniques, including the use of police laboratory facilities.

The goals are to strengthen the administration and operational aspects of the National Police Identification System and to register under the GVN National Identity Registration Program, all Vietnamese 15 years of age and older.

The specific targets for FY 1970 are to train the NIRC personnel in the registration and identification procedures and under the accelerated registration program, to register and establish identity records including fingerprints for approximately 5,000,000 Vietnamese.

III. DESIGNATIONS

A. USAID

The Chief, ID Branch, PSOD, Public Safety Directorate is hereby designated US Project Manager. In this capacity, he will serve as technical advisor, coordinate the USAID assistance provided for the project, and work closely with the GVN Project Manager in all phases of the project.

B. GVN

The Chief, Identification Service, DGMP, is hereby designated GVN Project Manager. 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 the project objectives.

IV. IMPLEMENTATION PLAN AND RESPONSIBILITIES

USAID will provide technical advisory and commodity support to assist the DGMP in (1) selecting, training and equipping NIRC personnel, and (2) registering approximately five million people annually under the National Identity Registration Program (NIRP). USAID will also finance the modification and renovation of the existing NIRC physical facilities.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
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SIGNATURE: _____ DATE: _____
TITLE: _____

PROJECT AGREEMENT

BETWEEN AID AND

DGBFA

AN AGENCY OF THE GOVERNMENT OF
Vietnam

Project No. 750-11-710-002

750-11-710-002

Project Title

70-008

S. Project/Agency No.

**National Police Support
(Identification and Records)**

Original or

Revision No. _____

**PROAG
CONTINUATION
SHEET**

ANNEX A

GVN will provide sufficient personnel to enable the NP Identification Service to perform the functions necessary to accomplish the goals of this activity.

(See Work Plan Annex B.)

V. FINANCIAL OBLIGATIONS

A. USAID

The dollar funds obligated in Block 8 on Page 1 of this Agreement will provide funding for the following:

1. Personnel Services

Modification and renovation of the National Identity Records Center. Details are included in the implementing PIO/T.

2. Commodities AID-Direct

Commodity support includes fingerprint and other identity supplies (numbering machines, office equipment and supplies, and photographic equipment and supplies), generator equipment and supplies (for use at the National Identity Records Center and by the field teams), and prefabricated PASCOE buildings and air-conditioning equipment (for the modification of the NIRC building). Specifications are included in the implementing PIO/Cs attached. (\$210,000).

B. GVN

None

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. These reports should cover progress in the attainment of specific targets established in this Project Agreement and Work Plan, and identify any problems or delays encountered which are deterring progress of the project.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

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TITLE: _____

**PROJECT AGREEMENT
BETWEEN AID AND**

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**AN AGENCY OF THE GOVERNMENT OF
Vietnam**

1. Project/Activity No.

730-11-710-352

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2. Agreement No.

70-085

3. Original or

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3. Project/Activity Title

**National Police Support
(Identification and Records)**

VII. SPECIAL PROVISIONS

A. 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.

B. All plans and specifications for construction projects shall be examined by a USAID Engineer, and approved by the GVN Project Manager and US Project Manager prior to implementation.

C. GVN shall provide for proper servicing, operation and maintenance of USAID-financed equipment, vehicles, facilities and structures in use by or to be procured/constructed for this Activity.

D. Title to the USAID-financed commodities 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 commercial carriers or international mail, title is vested in the Government of Vietnam at the time and place of loading/mailing.

2. 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 Government of Vietnam. At the time when such commodities are unloaded and received, title shall pass to the Government of Vietnam.

E. Title to all USAID-financed construction projects shall pass to GVN upon transfer and acceptance of the projects by the DGNP. Appropriate documentation for the title transfer will be prepared and signed by the respective representatives of USAID and GVN.

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

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

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TITLE: _____

PROJECT AGREEMENT
BETWEEN AID AND

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

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2. Agreement No.
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3. Original or
Revision No. _____

ANNEX A

AN AGENCY OF THE GOVERNMENT OF
Vietnam

3. Project/Activity Title
National Police Support
(Identification and Records)

Concurrences:

[Signature]

1/3/70

Chief, Identification Service, DGNP (date)

[Signature]

Director, Public Safety Directorate. (date)

Director General of National Police DGNP (date)

[Signature]

1/8/70

Minister of Interior Ministry of Interior (date)

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
TITLE: _____

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ANNEX B

PROJECT AGREEMENT
BETWEEN AID AND
DGBFA

AN AGENCY OF THE GOVERNMENT OF
Vietnam

1. Project/Activity No.

730-11-710-559

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2. Agreement No.

70-085

3. Original or
Revision No. _____

3. Project/Activity Title

National Police Support
(Identification and Records)

WORK PLAN

USAID

1. Assign US direct-hire personnel to assist the Identification Service of the DGHP in:

a. Implementing the National Identity Registration Program (NIRP) by:

- (1) Instructing NP personnel on fingerprinting techniques and procedures.
- (2) Developing and improving the basic procedures for the registration of all Vietnamese, 15 years of age and older.
- (3) Assisting in the establishment of 16 special teams to register RVNAF on a priority basis.
- (4) Advising on means to accelerate the NIRP in compliance with desires and directives of US Ambassador and GVN Prime Minister.

b. Strengthening the administration and operation of the National Identity Records Center and the overall identification program by:

- (1) Advising on methods, techniques and procedures to accelerate the processing of all types of identification documents through the National Police Identity Records Center.
- (2) Advising on the development of a standard and workable Wanted/Cancellation Notice and Court Disposition Form to assist in better accountability of criminals, wanted persons and suspects.
- (3) Advising on the methods to publish and maintain a workable and usable **Wanted Persons Bulletin**.
- (4) Assisting in the establishment of a VC/VCI tracking system.
- (5) Assisting in the accurate accountability of prisoners through proper use of the identification records.

2. Monitoring the Identification Service operation in an effort to determine whether proper servicing, operation and maintenance are being accomplished on AID-financed facilities, structures, equipment and vehicles.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

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TITLE: _____

**PROJECT AGREEMENT
BETWEEN AID AND**

DGBFA

**AN AGENCY OF THE GOVERNMENT OF
Vietnam**

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

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2. Agreement No.
70-084

3. Original or
Revision No. _____

3. Project/Activity Title
**National Police Support
(Identification and Records)**

GVN

1. NP Logistics Center **will release** commodities to the Identification Services.
2. Recruit, train, equip and staff additional personnel for the NIRC;
 - a. Prepare request to DGNP for additional staff members.
 - b. Train additional staff members at NIRC and in the field, as follows:
 - (1) 16 registration teams.
 - (2) 600 fingerprint classifiers and searchers.
 - (3) 521 other personnel (clerks, typists, etc.) for NIRC operation.
 - (4) 510 fingerprinting clerks to operate at district level.
 - c. Assign and equip staff embers at NIRC and in the field.
3. Register approximately 5 million people annually under the National Identity Registration Program.
4. Prepare request to DGNP for ultimate submission to DGBFA on obtaining sufficient funds in the GVN budget to procure fuel oil for vehicles and fuel-driven equipment and to provide adequate repair and maintenance of AID-financed facilities, structures and equipment.

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TITLE: _____

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**PROAG
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ANNEX**

PROJECT AGREEMENT

BETWEEN AID AND

DOBIA

AN AGENCY OF THE GOVERNMENT OF
Vietnam

1. Project/Activity No.

730-11-710-352

2. Agreement No.

70-065

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

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
TO
VIET-NAM

PROJECT DOCUMENT
APPROVAL FORM

Division PUBLIC SAFETY

Date Typed December 23, 1969

Project No. 730-11-710-352

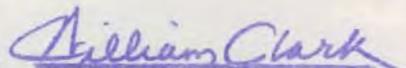
Title National Police Support
(Identification and Records)

Original Project Agreement 70-085

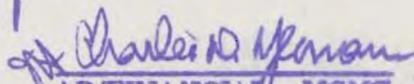
Revision No.


PROGRAM OFFICE

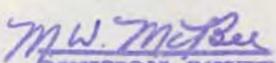
12/29/69
DATE


PROJECT TECHNICIAN

12/30/69
DATE


AD/FINANCIAL MGMT

12-30-69
DATE


DIVISION CHIEF

12/31/69
DATE

