

PTG AB  
VIETNAM  
05

**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 (DGBFA)**  
**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. 70-097      3. ORIG       REVISION No.

4. PROJECT TITLE:  
(Sub-Activity)      **National Police Support (Detention Facilities)**

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

6. APPROPRIATION:      72-1101006      7. ALLOTMENT:      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 TCH				
PASA				
Contract				
b. Participants				
AID Direct				
PASA/Contract				
c. Commodities				
AID Direct		27,200		27,200
PASA/Contract				
d. Other Costs				
AID Direct				
PASA/Contract				
e. TOTAL (ALL COSTS)		27,200		27,200
9. LOCAL CURRENCY FINANCING (\$1.00 = <u>        </u> Piastres)				
a. Counterpart				
Trust Fund				
AAC				
Special Fund				
Other				
b. GVH (show source below)				
a. US - Owned				

10. REFERENCES AND REMARKS:

PIO/C 730-352-5-0500282

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11. DATE OF ORIG AGREEMENT      12. DATE OF THIS REVISION      13. EST FINAL CONTRIBUTION DATE  
February 27, 1970           June 30, 1972

14. GOVERNMENT OF VIETNAM      15. AGENCY FOR INTERNATIONAL DEVELOPMENT

SIGNATURE: [Signature]      DATE: Feb 26/70      SIGNATURE: [Signature]      DATE: 2/27/70

TITLE: Director General for Budget and Foreign Aid      TITLE: Associate Director for Program

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PROJECT AGREEMENT

BETWEEN US AND

DGBFA

AN AGENCY OF THE GOVERNMENT OF  
Vietnam

1. Project/Activity Title

730-11-710-097

PAGE 2 OF 6 PAGES

2. Agreement No.

70-097

3.  Original or

Revision No. \_\_\_\_\_

3. Project/Activity Title

National Police Support  
(Detention Facilities)

I. BACKGROUND

This activity supports the Detention Services of the Directorate General of National Police (DGNP). Because of a complete lack of detention facilities the DGNP, prior to 1968, placed unprocessed, uninterrogated or non-adjudicated detainees into correctional centers. These centers are similar to the county jail systems in the US.

In mid-December 1967, the Minister of Interior directed that the DGNP construct necessary and adequate detention facilities throughout South Vietnam. The proposed facilities were designed in four basic packages with capacities of 50, 100, 200 and 300 inmates and with provision for doubling the capacities if necessary.

DEPCOMUSMACV has directed that top priority be given to the construction of screening and detention facilities. US advisory and commodity support is needed to provide assistance which is beyond the present capability of the GVN. Such assistance will eliminate the overcrowded situation in screening and detention facilities located throughout the country.

II. DESCRIPTION AND OBJECTIVES

This activity is designed to assist the National Police in establishing an effective detention system.

The specific goals are to: reduce the overcrowded conditions in confinement facilities; improve the screening procedures; and strengthen the administration of the detention program.

The specific targets in FY 70 are: to complete the construction of 62 screening and detention center complexes; to recruit, organize, equip and staff the screening and detention centers; to increase the daily food allowances for detainees from VN\$ 17 to VN\$ 33 per man per day; to improve the system of accounting for detained personnel; and to review and revise, as appropriate, administrative and operational instructions and directives, and training manuals for the effective implementation of the detention program.

Achievement of these goals and targets will eliminate inordinate delays in detaining civilian suspects and lessen the possibility of innocent suspects being turned into Viet Cong or criminals through lengthy close association under confinement.

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For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

<b>PROJECT AGREEMENT</b> <b>BETWEEN AID AND</b> <b>DGBFA</b>  <b>AN AGENCY OF THE GOVERNMENT OF</b> <b>VIETNAM</b>	1. Project/Activity Title <b>730-11-710-304</b>	2. Page 3 of 6 pages
	2. Agreement No. <b>70-097</b>	3. <input checked="" type="checkbox"/> Original or Revision No. _____
3. Project/Activity Title <b>National Police Support</b> <b>(Detention Facilities)</b>		

**III. DESIGNATIONS**

**A. USAID**

The Chief, Detention Branch, Corrections and Detention Division, PND is hereby designated US Project Manager. In this capacity, he will act 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, Detention/Bureau, DGNP 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 project objectives.

**IV. IMPLEMENTATION PLAN AND RESPONSIBILITIES**

USAID will provide technical advisory and commodity support to assist the National Police in developing an effective detention system. GVN will provide the personnel needed to operate the detention centers. (See Annex B for Work Plan.)

**V. FINANCIAL OBLIGATIONS**

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

1. Commodities-direct - Office equipment, floodlights with necessary wiring, pumps, hose and generators as specified in the implementing PIO/C's.

2. Participants-direct

Participant training will be provided in the US for qualified Vietnamese citizens. Details will be included in implementing PIO/Ps under the General Support Activity Project #352.

3. Other

In addition to the assistance financed directly under this Project Agreement, USAID will provide direct hire personnel to assist in the implementation of the program.

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**

1. Project/Activity No.

730-11-710-552

**PROAG  
CONTINUATION  
SHEET**

**DGBFA**

2. Agreement No.

70-097

3.  Original or  
Revision No. \_\_\_\_\_

**ANNEX A**

**AN AGENCY OF THE GOVERNMENT OF  
Vietnam**

3. Project/Activity Title

**National Police Support  
(Detention Facilities)**

**B. GVN**

The GVN will make "in kind" contribution as indicated under VII below.

**VI. REPORTING AND EVALUATION**

The US and GVN Project Managers shall jointly prepare and submit quarterly progress reports to their respective agencies at the end of each fiscal quarter. Such other reports as may be requested will be in a format mutually acceptable to the USAID and the GVN. 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.

**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 the start of construction.

B. All plans and specifications for construction projects shall be examined 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 AID-financed equipment, vehicles, facilities and structures in use by or to be procured/constructed for this activity.

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

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

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 commercial carriers or international mail, title is vested in the

For the Cooperating Government or Agency

For the Agency for International Development

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SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PROJECT AGREEMENT  
BETWEEN AID AND

1. Project/Activity Title  
73-12-740-350

PROAG  
CONTINUATION  
SHEET

DGBFA

2. Agreement No.  
70-097

3.  Original or  
Revision No. \_\_\_\_\_

ANNEX A

AN AGENCY OF THE GOVERNMENT OF  
Vietnam

3. Project/Activity Title  
National Police Support  
(Detention Facilities)

Government of Vietnam at the time and place of loading/mailling.

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.

Concurrences:

*[Signature]* 10 Feb 70

Chief, Detention Bureau (date)  
DGNP

*[Signature]* 29 Oct 70

Director, Public Safety (date)  
Directorate

*[Signature]* 12 Feb 70

Director General of (date)  
National Police

*[Signature]* 24 Feb 70

Minister of Interior (date)

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

PROAG CONTINUATION SHEET  ANNEX <u>B</u>	PROJECT AGREEMENT BETWEEN AID AND DGBFA	1. Project/Activity No. 730-11-730-322	PAGE <u>6</u> OF <u>6</u> PAGES
	AN AGENCY OF THE GOVERNMENT OF Vietnam	2. Approved No. 70-097	3. <input checked="" type="checkbox"/> Original or Revision No. _____
		3. Project/Activity Title National Police Support (Detention Facilities)	

WORK PLAN

USAID

1. The USAID will assign US direct-hire personnel to assist the improvement of Detention Services of the National Police in:
  - a. Monitoring the construction of the screening and detention facility complexes.
  - b. Organizing, equipping and staffing the detention centers.
  - c. Reviewing and improving the system for accounting for detained personnel.
  - d. Reviewing and revising administrative and operational instructions and directives, and training manuals.
2. Process commodity procurement requests (PIO/C) in support of the NP detention services.

GVN

1. The NP Logistics Center will release commodities to Detention Services on an as required basis.
2. Recruit, train, and equip personnel for the detention centers.
  - a. Prepare request to DGMP for additional personnel.
  - b. Train new staff members.
  - c. Assign and equip staff members to the detention centers.
3. Prepare and obtain DGMP approval to issue administrative and operational instructions and directives and training manuals.
4. Prepare request to DGMP for ultimate submission to DGBFA on obtaining sufficient funds in the GVN budget for food allowances for detainees from approximately VN\$17 to VN\$ 33 per man per day.
5. Review and improve system for accounting (the identification and classification) for detained personnel.
6. Conduct in-service training.

For the Cooperating Government or Agency  SIGNATURE: _____ DATE: _____ TITLE: _____	For the Agency for International Development  SIGNATURE: _____ DATE: _____ TITLE: _____
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**PROAG  
STANDARD  
PROVISIONS  
ANNEX**

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

1. Project/Activity No. 730-11-710-352  
2. Agreement No. 70-097  
3.  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.

(a) 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 2.

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 (x) to examine any property procured through financing by that party under this Project Agreement, wherever such property is located, and (a) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Project Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Project Agreement, shall assure that the rights of examination, inspection and audit described in the preceding sentence are reserved to the party which did the financing.

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

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

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT  
TO  
VIET-NAM

PROJECT DOCUMENT  
APPROVAL FORM

Division PUBLIC SAFETY

Date Typed January 14, 1970

Project No. 730- 11-710-352

Title National Police Support (Detention Facilities)

Original Project Agreement

- 70-097

Revision No.

*Mr. J. A. Randall*  
PROGRAM OFFICE

1/20/70

DATE

*Seland R McBhie*

PROJECT TECHNICIAN

3 FEB 70

DATE

*Mr. [Signature]*  
AD/ FINANCIAL MGMT

1/27/70

DATE

*[Signature]*  
DIVISION CHIEF

3 Feb 70

DATE

*[Signature]*