

Study on the Policing and Prosecution of Sexual Violence in Viet Nam

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN
AND
THE MINISTRY OF JUSTICE
ON THE IMPLEMENTATION OF
"THE STUDY ON THE POLICING AND PROSECUTION OF SEXUAL VIOLENCE IN VIET NAM"

UNDER THE UN WOMEN ASIA-PACIFIC REGIONAL 2013 ANNUAL WORKPLAN (DRF 3)
and UN WOMEN VIET NAM ANNUAL WORKPLAN 2012-2013 GOAL 3 EVAW
WHEN UN-WOMEN SERVES AS EXECUTING ENTITY**

3 December 2013

Dear Excellency,

1. Reference is made to the consultations between officials of the United Nations Entity for Gender Equality and the Empowerment of Women (hereinafter referred to as "UN-Women") in Viet Nam officials of the Ministry of Justice (hereinafter referred to as the "*Government institution*") with respect to the provision of services by the Government institution in the implementation of the Project ID 82642 the UN Women Asia-Pacific Regional 203 Annual Workplan (DRF 3) and Project ID 82073 UN Women Viet Nam Annual Work Plan 2012-2013 Goal 3 EVAW, as specified in Attachment 1: Project Document, to which UN-Women has been selected as executing entity.
2. In accordance with the Project Document and with the following terms and conditions, we confirm our acceptance of the services to be provided by *the Government institution* towards the programme/project, as specified in Attachment 2: Description of Services (hereinafter referred to as "*Services*"). Close consultations will be held between *the Government institution* and UN-Women on all aspects of the Services.
3. *The Government institution* shall use its best efforts to ensure that personnel recruited for the programme/project are of the highest standards of efficiency, competence, and integrity.
4. *The Government institution* shall be fully responsible for the provision, with due diligence and efficiency, of all services performed by its personnel and for ensuring that all relevant *labor laws* are complied with and that the principles of competitive bidding are observed.
5. In carrying out the activities under this Letter, *the Government institution* shall be considered as having the legal status of an independent contractor vis-à-vis UN-Women. The personnel and sub-contractors of *the Government institution* shall not be considered in any respect as being the employees or agents of UN-Women. UN-Women does not accept any liability for claims arising out of acts or omission of *the Government institution* or its personnel, or of its contractors or their personnel, in performing the Services under the programme/project or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by *the Government institution* and its personnel as a result of their work pertaining to the programme/project.

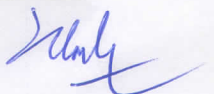


6. As executing entity, UN-Women shall retain overall responsibility for the programme/project and shall designate a programme/project coordinator.
7. The personnel assigned by *the Government institution* to the programme/project, and under contract with *the Government institution* shall work under the supervision of the programme/project coordinator. The supervisory arrangements shall be determined in mutual consultation between UN-Women and *the Government institution* and described in the relevant terms of reference of the personnel. These personnel shall remain accountable to *the Government institution* for the manner in which assigned functions are discharged under *applicable laws*.
8. In the event of disagreement between the programme/project coordinator and the programme/project personnel of *the Government institution*, the programme/project coordinator shall refer the matter under dispute to *the Government institution* for the purpose of finding a satisfactory solution. In the interim, the decisions of the programme/project coordinator shall prevail.
9. Any subcontractors, including NGOs assigned by *the Government institution* to the programme/project, and under contract with *the Government institution*, shall work under the supervision of the designated official of *the Government institution*. These subcontractors shall remain accountable to *the Government institution* for the manner in which assigned functions are discharged.
10. Upon signature of this Letter and pursuant to the budget and the work plan of the Project Document, UN-Women will make payments to *the Government institution*, according to the schedule of payments specified in Attachment 3: Schedule of Services, Facilities and Payments.
11. *The Government institution* shall not make any financial commitments or incur any expenses which would exceed the budget for implementing the programme/project as set forth in the Project Document. *The Government institution* shall regularly consult with UN-Women concerning the status and use of funds and shall promptly advise UN-Women any time when *the Government institution* is aware that the budget to carry out these Services is insufficient to fully implement the programme/project in the manner set out in the Project Document. UN-Women shall have no obligation to provide *the Government institution* with any funds or to make any reimbursement for expenses incurred by *the Government institution* in excess of the total budget as set forth in the Project Document.
12. *The Government institution* shall maintain separate accounts, records and supporting documentation relating to the programme/project, including funds received and disbursed by *the Government institution*.
13. *The Government institution* shall submit a cumulative financial report each quarter (31 March, 30 June, 30 September and 31 December). The report will be submitted to UN-Women through the UN-Women County Representative within 30 days following those dates. The format will follow the standard UN-Women expenditure report [a model copy of which is provided as Attachment 4]. UN-Women will include the financial report by *the Government institution* in the financial report for the Project ID 82642 the UN Women Asia-



Pacific Regional 203 Annual Workplan (DRF 3) and Project ID 82073 UN Women Viet Nam Annual Work Plan 2012-2013 Goal 3 EVAW.

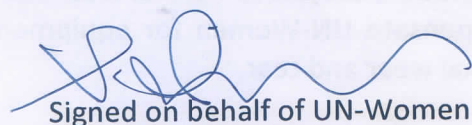
14. *The Government institution* shall submit such progress reports relating to the programme/project as may reasonably be required by the programme/project coordinator in the exercise of his or her duties.
15. *The Government institution* shall submit to the UN-Women Representative in Viet Nam a certified annual financial statement on the status of funds advanced by UN-Women. The Project may be audited at least once during its lifetime but may be audited annually, as will be reflected in the annual plan prepared by UN-Women Headquarters (Management and Administration Division (DMA)) in consultation with the Parties to the Project. The audit shall be carried out by a Global Audit Firm designated by UN-Women Headquarters or with an exceptionally DMA approved request, by the government's Supreme Audit Institution (SAI). The designated auditors will produce an audit report with an audit opinion on the project financial reports. The cost of the audit shall be for the account of the project and shall be included in the preparation of the Project Budget and Work Plan.
16. *The Government institution* shall provide UN-Women with an annual report of non-expendable equipment purchased by *the Government institution* for the programme/project. The report shall be submitted within 30 days following 31 December, and shall be included by UN-Women in the main inventory for the programme/project.
17. *The Government institution* shall furnish a final report within 2 months after the completion or termination of the programme/project, including all relevant audited or certified financial statements and records related to such programme/project.
18. Title to any equipment and supplies that may be furnished by UN-Women or procured through UN-Women funds shall rest with UN-Women until such time as ownership thereof is transferred. Except for equipment whose title has been transferred, all other equipment shall be returned to UN-Women at the conclusion of the programme/project. Such equipment, when returned to UN-Women, shall be in the same condition as when delivered to *the Government institution*, subject to normal wear and tear. *The Government institution* shall be liable to compensate UN-Women for equipment determined to be damaged or degraded beyond normal wear and tear.
19. Any changes to the Project Document which would affect the work being performed by *the Government institution* in accordance with Attachment 2 shall be recommended only after consultation between the parties.
20. For any matters not specifically covered by this Letter, the appropriate provisions of the Project Document and revisions thereof and the appropriate provisions of the Financial Regulations and Rules of UN-Women shall apply.
21. The arrangements described in this Letter will remain in effect until the end of the programme/project, or the completion of activities of *the Government institution* according to Attachment 3, or until terminated in writing (with 30 days notice) by either party. The schedule of payments specified in Attachment 3 remains in effect based on continued



performance by *the Government institution* unless it receives written indication to the contrary from UN-Women.

22. Any balance of funds that is undispersed and uncommitted after the conclusion of the programme/project shall be returned to UN-Women.
23. Any amendment to this Letter shall be effected by mutual agreement, in writing,
24. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to Ms. Shoko Ishikawa, Country Representative, UN Women Viet Nam , 92 Ly ThuongKiet, Hanoi, Viet Nam.
25. *The Government institution* shall keep the *UN-Women Country Representative* fully informed of all actions undertaken by them in carrying out this Letter.
26. Except as provided in paragraph 8 above, any dispute between the UN-Women and *the Government institution* arising out of or relating to this Letter which is not settled by negotiation or other agreed mode of settlement, shall, at the request of either party, be submitted to a Tribunal of three arbitrators. Each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator, who shall be the chairperson of the Tribunal. If, within 15 days of the appointment of two arbitrators, the third arbitrator has not been appointed, either party may request the President of the International Court of Justice to appoint the arbitrator referred to. The Tribunal shall determine its own procedures, provided that any two arbitrators shall constitute a quorum for all purposes, and all decisions shall require the agreement of any two arbitrators. The expenses of the Tribunal shall be borne by the parties as assessed by the Tribunal. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the parties.
27. If you are in agreement with the provisions set forth above, please sign and return to this office two copies of this Letter. Your acceptance shall thereby constitute the basis for your *Government institution's* participation in the implementation of the programme/project.

Yours sincerely,



Signed on behalf of UN-Women

Ms. Shoko Ishikawa,
Country Representative
UN Women Viet Nam

Date _____

Signed on behalf of the Ministry of Justice

Mr Hoang The Lien
Vice Minister of Justice

Date 03/12/2013

