

MEMORANDUM OF UNDERSTANDING
between
COMMITTEE FOR FOREIGN
NON-GOVERNMENTAL ORGANIZATION AFFAIRS
OF THE SOCIALIST REPUBLIC OF VIETNAM
and
[name of INGO]

Preamble

This Memorandum of Understanding (hereinafter referred to as MOU) is between the Committee for Foreign Non-Governmental Organization Affairs of the Socialist Republic of Vietnam (hereinafter referred to as the Committee) and [name of INGO], a not-for-profit organization registered foundation under the [home country name] Civil Code.

[name of INGO] commits to conduct humanitarian and development assistance programs and/or projects in Vietnam.

This MOU establishes fundamental principles for the cooperation between [name of INGO] and Vietnam in implementing humanitarian and development assistance programs and/or projects in Vietnam.

The rights and obligations of [name of INGO] in Vietnam are stipulated in the Regulations on the Operation of Foreign Non-Governmental Organizations in Vietnam promulgated in accordance with Decision No. 340/TTg dated 24 May, 1996 of the Prime Minister of the Socialist Republic of Vietnam (hereinafter referred to as the Regulations).

Article 1

During the period that this MOU remains in force, the Committee undertakes to:

1.1. Authorize [name of INGO] to continue the operation of its Representative Office in Hanoi by extending the Permit for the Establishment of Representative Office (Permit No. XXXXX), to conduct humanitarian and development assistance programs and/or projects in Vietnam.

1.2. Provide entry visas for approved expatriate employees (and their family members as requested), and when requested, for experts and visitors who are needed for implementation of programs and/or projects with the same treatment applied to other non-governmental organizations which have their representative offices in Hanoi.

1.3. Authorize [name of INGO] to open expenditure bank accounts (in foreign currencies or in Vietnam Dong with foreign currency rooting) at banks established and operating in keeping with the Law of Vietnam.

1.4. Grant exemption from income tax on salaries and allowances paid to expatriate employees of the Representative Office, provided that such payments are made from sources outside Vietnam.

1.5. Guarantee exemption from customs duties and taxes, including Value Added Tax (VAT), according to current regulations of Vietnam, upon goods and equipment of the following categories imported into Vietnam:

- a. All goods, supplies, equipment and vehicles allocated to and within the framework of projects and/or programs, having been approved by competent authorities of Vietnam.
- b. Office equipment, supplies, vehicles required for the operation of the Representative Office in Hanoi according to current regulations of Vietnam.
- c. Household equipment, supplies and personal effects for the Representative and other expatriate staff within six (06) months after their first arrival in Vietnam.

1.6. Guarantee the re-export, free of all taxes of the personal supplies and effects of the Representative and other international staff, mentioned in 1.5.c, in accordance with the customs regulations of Vietnam.

1.7. Appoint the Vietnam Union of Friendship Organizations (hereinafter referred to as VUFO) - the Standing agency of the Committee - as the focal point for relations with [name of INGO] in all matters related to the Representative Office and the activities of [name of INGO] in Vietnam.

Article 2

During the period that this MOU remains in force, [name of INGO] undertakes to:

2.1. Execute the committed programs/projects as given in the enclosed annex. Conduct humanitarian and development assistance activities in the fields [list of programmatic sectors and activities] and building strong and resilient communities in accordance with the geographical location of activity stipulated in the Permit

2.2. Appoint experts, technicians, and transfer funds, goods, equipment to programs and projects conducted by [name of INGO] as having been approved by competent authorities of Vietnam; bear all expenses connected with the running of the Representative Office of [name of INGO] in Vietnam.

2.3. Appoint to the Representative Office in Hanoi a Chief Representative and/or a Deputy Chief Representative, being accepted by the Vietnamese side, to carry out the rights and obligations of [name of INGO] and its Representative Office according to the stipulations of the Regulations, MOU and Permit as well as the Laws of Vietnam.

2.4. Appoint and hire Vietnamese staff working in the Representative Office as defined in the Permit and respecting the Labour Code and the current regulations of Vietnam on Vietnamese citizens working for foreign organizations; be responsible for in-country and/or overseas training for Vietnamese staff on foreign languages and professional skills.

2.5. Ensure that the expatriate employees of [name of INGO] do not engage in profit-making or any other activities which are not related to the programs and projects having been approved by competent authorities of Vietnam, or not mentioned in the Regulations, MOU and/or Permit.

2.6. Ensure that expatriate staff working in the Representative Office respect the stated purpose of entry.

2.7. Ensure that family members of expatriate staff working in the Representative Office respect the stated purpose of entry; do not carry out any professional and technical operation without being ratified in writing by the Committee.

2.8. Inform the Committee in writing of any intended expansion regarding the objective, field and geographical scope of activities; no expansion shall be made without the corresponding written agreement of the Committee.

2.9. Sign program and/or project agreements with Vietnamese partners only when such programs/projects have been approved by Vietnamese competent authorities; consult the Committee when necessary to assure the legality of such agreements.

2.10. Every six months or as requested, submit to the Committee through VUFO, a written report covering the activities of [name of INGO] during the period; arrange meetings, at least twice (02) a year with VUFO to review the implementation of program/project objectives and present recommendations and plans for the coming period.

Article 3

3.1. This MOU shall come into effect as of the date of signing, together with the Permit, and shall remain in force for three (03) years; all and every extension and amendment shall be done in the Permit as stipulated in Article 9, Article 10 and Article 11 of the Regulations.

3.2. This MOU shall terminate upon the issued Permit as stipulated in Article 12 of the Regulations.

3.3. Resolution of any dispute relating to this MOU shall be attempted by joint discussions. In case legal intervention is required, the Laws of Vietnam shall be applied.

This MOU is agreed upon and signed by representatives of the Committee and [name of INGO] on [date] in Hanoi, in four (04) copies, two in English and two in Vietnamese, which are equally valid./.

**FOR [name of INGO]
REPRESENTATIVE IN VIETNAM**

**FOR THE COMMITTEE FOR
FOREIGN NON-GOVERNMENTAL
ORGANIZATION AFFAIRS
EXECUTIVE MEMBER**

[name]

Vu Xuan Hong