

法規名稱：LOAN AGREEMENT BETWEEN THE REPUBLIC OF CHINA AND THE REPUBLIC OF VIETNAM

簽訂日期：民國 64 年 04 月 08 日

生效日期：民國 64 年 04 月 08 日

The Agreement dated April 8, 1975 between the Government of the Republic of Vietnam (hereinafter referred to as GVN) and the Government of the Republic of China (hereinafter referred to as GRC).

#### DESCRIPTION OF THE LOAN

Borrower:	The Republic of Vietnam
Lender:	The Republic of China
Representative of the GVN:	The National Bank of Vietnam
Representative of the GRC:	The Central Bank of China
Loan amount:	Two hundred million New Taiwan dollars (NT\$200,000,000).
Purpose of the loan:	To finance the purchase from the Republic of China of equipment, machinery and services within the framework of a program of economic development in the Republic of Vietnam.
Period of utilization:	Within two years beginning from the date of this agreement.
Terminal date of disbursement:	Within six months from the final date of utilization.
Repayments:	Within fifteen (15) years from the date of this agreement including three (3) years of grace. Principal and interest to be paid semi-annually.
Interest rate:	Four per cent (4%) per annum.

In accordance with the resolutions reached at the Ninth Sino-Vietnamese Economic Cooperation Conference, GRC agrees to extend loans to GVN under this, Loan Agreement containing the following provisions:

Article 1: GRC agrees to lend to GVN, on the terms and conditions set forth or referred to in this Loan Agreement, a principal amount up to the limit of TWO HUNDRED MILLION NEW TAIWAN DOLLARS (NT\$200,000,000).

Article 2: GVN designates the National Bank of Viet-Nam as its representative and agent for the purpose of any action required or permitted by this Loan Agreement. GVN shall be fully responsible for the repayment of the principal and payment of the accrued interest.

Article 3: GRC, represented by the Central Bank of China, design-

ates the International Commercial Bank of China as its agent for the purpose of any action required or permitted by this Loan Agreement.

Article 4:GRC, through its agent, the International Commercial Bank of China, shall open a loan account on its books in the name of National Bank of Vietnam and shall credit to such account the amount of the loan.

Article 5:GVN shall pay interest at the rate of four per cent (4 %) per annum on the amount of the loan disbursed and outstanding from time to time.

Article 6:GVN shall pay to GRC a commitment fee computed on the basis of the actual number of days elapsed at the rate of one half of one per cent (0.5%) per annum on the average daily unused amount of the loan from and including April 9,1975 to and including April 8,1977 or the date on which the loan is fully availed of, whichever is earlier.

Article 7:Interest and other charges shall be payable semi-annually on June 20 and December 20 each year and shall be computed on the basis of 30 days for the month and 360 days for one year.

Article 8:The principal amount of the Loan utilized during the period of utilization shall be repaid by GVN by 24 equal semiannual installment payments to be made on June 20 and December 20 respectively of each year beginning from the fourth year after the signing of this agreements as set forth in Appendix 1, or in accordance with the actual amount disbursed.

Article 9:The last disbursement under the loan shall be made no later than two and half years from the signing date of this agreement.

Article 10:In case the principal of the loan is not disbursed in the period of utilization, a reschedule of the unused portion shall be negotiated between GVN and GRC. The negotiation shall be conducted six month before the end of the period of utilization.

Article 11:National Bank of Viet-nam through Commercial Credit Bank of Viet-Nam shall forward to the International Commercial Bank of China copies of approval letters granting the loan to individual projects.

Article 12:Disbursement of advances under the loan shall be made in the form of Irrevocable Letters of Credit opened in New Taiwan Dollars by the Commercial Credit Bank of Viet-nam as designated by National Bank of Viet-nam and advised through the International Commercial Bank of China. Upon disbursement, the advance shall immediately constitute a valid obligation of GVN to GRC.

Article 13:After each disbursement of advances under the loan, the International Commercial Bank of China shall forward an advance notice to the National Bank of Viet-Nam and Commercial Credit Bank of Viet-Nam.

Article 14:Repayment of the principal and payment of accrued interest on the loan shall be made in New Taiwan Dollars in Taipei.

Article 15:The International Commercial Bank of China shall notify the National Bank of Viet-Nam of the date and the amount of principal and of interest due on the outstanding portion of the loan.

Article 16:Interest on the outstanding portion of the loan during the period of utilization shall be computed up to May 31 and November 30 of each year. The International Commercial Bank of China shall notify the National Bank of Viet-Nam and the Commercial Credit Bank of Viet-Nam the amount of interest 15 days before the payment date.

Article 17:The loan shall be utilized for the purchase, in the Republic of China, of equipment, machinery manufactured in the Republic of China and service within the framework of a program of economic development in the Republic of Vietnam, only those equipment, machinery and services included in the Appendix II agreed to by GVN and GRC shall be eligible for financing under this Loan Agreement.

However, the Appendix II may be amended by an exchange of letters between the Ministry of Trade and Supply of GVN and the Ministry of Economic Affairs of GRC

Article 18:A certificate of origin shall be issued by competent authorities or the Chamber of Commerce, and visaed by the Embassy of Vietnam in Taipei, and shall be one of the documents to be used in the documentary letter of credit.

Article 19:In any of the following events. GRC of the International Commercial Bank of China shall notify GVN or the Commercial Credit Bank of Vietnam of such events, and if no remedial measures are taken within 30 days from the date of such notification, GRC may suspend or terminate disbursement of advances under the Loan and/or may declare all the principal then outstanding with interest accrued thereon, due and payable immediately by GVN.

(1) If GVN should fail to repay the principal and pay the accrued interest in accordance with the repayment schedule set forth in this Loan Agreement.

(2) If GVN should violate any of the provisions of t-

his Loan Agreement apart from sub-section (1) above.

Article 20: GVN shall pay all taxes, charges and other expenses, if any, imposed upon GRC or the International Commercial Bank of China within the territories of the Republic of Viet-nam in connection with this Loan Agreement and its implementation.

Article 21: In case of failure to reach settlement on any dispute, controversy or difference of opinion arising from this Loan Agreement, arbitration shall be conducted by three arbitrators appointed in accordance with the provisions of the Arbitration Rule of the International Chamber of Commerce of Paris.

Article 22: Amendment to this Loan Agreement, if any, shall be negotiated by both parties and shall be served by written notification to each other.

Article 23: Any notice required or request made under this Loan Agreement shall be deemed to have been duly given or made when one of the following parties shall have been served with written notification:

Representative of GRC  
The Central Bank of China  
21 Pao ching Road  
Taipei, Taiwan  
Republic of China  
Cable address: GOVERN BANK,  
TAIPEI

Representative of GVN  
The National Bank of Vietnam  
17 Ben Chuong Duong  
Saigon  
Republic of Vietnam  
Cable address: BANVINA, SAIGON

Article 24: This Loan Agreement shall come into force on the date of its signing.

IN WITNESS WHEREOF, the GRC and the GVN, acting through their representatives thereunto authorized, have caused this Loan Agreement to be duly executed in duplicate in the English language and signed in their respective names.

Done at Taipei, Republic of China, on this English day of April in the year One Thousand Nine Hundred and Seventy-five.

REPRESENTATIVE OF GRC

(Signed)

K. H. YU

Governor

The Central Bank of China

REPRESENTATIVE OF GVN

(Signed)

NGUYEN VAN KIEU  
Ambassador  
Extraordinary and Plenipotentiary

APPENDIX I

REPAYMENTS SCHEDULE

Date	Repayment due	Amount of Principal (NT\$)
June	20,1978	8,333,333
December	20,1978	8,333,333
June	20,1979	8,333,333
December	20,1979	8,333,333
June	20,1980	8,333,333
December	20,1980	8,333,333
June	20,1981	8,333,333
December	20,1981	8,333,333
June	20,1982	8,333,333
December	20,1982	8,333,333
June	20,1983	8,333,333
December	20,1983	8,333,333
June	20,1984	8,333,333
December	20,1984	8,333,333
June	20,1985	8,333,333
December	20,1985	8,333,333
June	20,1986	8,333,333
December	20,1986	8,333,333
June	20,1987	8,333,333
December	20,1987	8,333,333
June	20,1988	8,333,333
December	20,1988	8,333,333
June	20,1989	8,333,333
December	20,1989	8,333,341

APPENDIX II

The Loan to be utilized by Vietnamese Manufacturers and Agricultural Firms for importation and purchase from the Republic of China of the following machineries, equipment as well as for acquisition of technical services related to plant construction:

- (1) Agricultural Machinery (power tiller and parts, agricultural implement, etc.)

- (2) Food Processing Machinery and Equipment (rice polishing machine, threshing machine, machinery for processing and canning agricultural products, oil extraction equipment, etc.)
- (3) Machine Tools (lathe, drill, shaper, milling machine, grinding machine, punch press, etc.)
- (4) Textile Machinery any Equipment (weaving machine and parts, etc.)
- (5) Boilers
- (6) Other Processing Machinery (including galvanizing equipment , plastic injection molding machine, hydraulic press, printing machine, etc.)
- (7) Machinery and Equipment for Chemical Industries.
- (8) Other Machinery and Equipment for Development of Industries and Agriculture in the Republic of Vietnam, and
- (9) Plant Design and Installation or the above Machinery and Equipment and related technical services.
- (10) Accessories and spare parts for Machinery and Equipment previously imported from the Republic of China.