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جمهورية فييت نام الاشتراكية
مشروع تنمية سلاسل القيمة الزراعية الذكية مناخيا
في بين تري وترا فنه
مذكرة إعلامية

مذكرة إلى ممثلي الدول الأعضاء في المجلس التنفيذي

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المجلس التنفيذي – الدورة الخامسة والثلاثون بعد المائة
روما، 25-27 أبريل/نيسان 2022

للعلم

جمهورية فييت نام الاشتراكية: مشروع تنمية سلاسل القيمة الزراعية الذكية مناخيا في بين تري وترا فنه – مذكرة إعلامية

- 1- نظر المجلس التنفيذي، في دورته في ديسمبر/كانون الأول 2021، في المقترح الذي تتضمنه الوثيقة EB 2021/134/R.40/Rev.1 واعتمد القرار التالي:
"قرر: أن يقدم الصندوق إلى جمهورية فييت نام الاشتراكية قرضا بشروط عادية بقيمة ثلاثة وأربعين مليون دولار أمريكي (43 000 000 دولار أمريكي)، على أن يخضع لأية شروط وأحكام أخرى تكون مطابقة على نحو أساسي للشروط والأحكام الواردة في هذه الوثيقة."
- 2- ووافق المجلس التنفيذي على مشروع تنمية سلاسل القيمة الزراعية الذكية مناخيا في بين تري وترا فنه، رهنا باستكمال المفاوضات بشأن اتفاقيتي التمويل المتعلقتين بالمحافظتين.
- 3- ووفقا لشروط موافقة المجلس التنفيذي، استكملت المفاوضات الرسمية في 22 مارس/آذار 2022. وفي هذا السياق، تقدّم نسختان من اتفاقيتي التمويل المتفاوض بشأنهما في الذيل.

Negotiated financing agreement: "Climate-smart Agricultural Value Chain Development in Ben Tre province"

(Negotiations concluded on 22 March 2022)

IFAD Loan No: 2000004113

Project name: *Climate Smart Agricultural Value Chain Development in Ben Tre province* ("the Project")

The Socialist Republic of Viet Nam (the "Borrower")

and

The International Fund for Agricultural Development (the "Fund" or "IFAD")

(each a "Party" and both of them collectively the "Parties")

WHEREAS, the Borrower has requested a loan from the Fund for the purpose of financing the Project described in Schedule 1 to this Agreement;

WHEREAS, the Fund has agreed to provide financing for the Project;

NOW THEREFORE, the Parties hereby agree as follows:

Section A

1. The following documents collectively form this Agreement: this document, the Project Description and Implementation Arrangements (Schedule 1), the Allocation Table (Schedule 2) and the Additional Covenants (Schedule 3).
2. The Fund's General Conditions for Agricultural Development Financing dated 29 April 2009, amended as of December 2020 (the "General Conditions") are annexed to this Agreement, and all provisions thereof shall apply to this Agreement. For the purposes of this Agreement the terms defined in the General Conditions shall have the meanings set forth therein, unless the Parties shall otherwise agree in this Agreement.
3. The Fund shall provide a Loan (the "Financing") to the Borrower, which the Borrower shall use to implement the Project in accordance with the terms and conditions of this Agreement.

Section B

1. The total amount of the Financing for the Project is US\$17.0 million (US dollars seventeen million).
2. The Loan is granted on ordinary terms and shall be subject to interest on the principal amount outstanding at a rate equal to the IFAD Reference Interest Rate with fixed spread, payable semi-annually in the Loan Service Payment Currency, and shall have a maturity period of twenty five (25) years, including a grace period of five (05) years starting from the date that the Fund has determined that all General Conditions precedent to withdrawal have been fulfilled in accordance with Section 4.02(b).

3. The Loan Service Payment Currency shall be in United States dollars (USD).
4. The first day of the applicable Fiscal Year shall be the first (1st) of January.
5. Payments of principal and interest shall be payable on each 15 June and 15 December.
6. There shall be one Designated Account in the loan's denominating currency, for the exclusive use of the Project, opened at a commercial bank. The DA will be operated by the Project Management Unit (PMU). The Borrower shall inform the Fund of the others officials authorized to operate the Designated Account.
7. The Borrower, including the Province People Committee (PPC), shall provide sufficient counterpart financing for the Project to cover taxes, charges and fees according to Vietnamese laws, as well as other project soft activities such as workshop, trainings and operating costs of the Project as indicated in the project design document.

Section C

1. The Borrower shall provide oversight at national level. The Lead Project Agency shall be the PPC of Ben Tre. The PPC shall be accountable for the Project execution. The PPC will lead the Project implementation regarding to the province of Ben Tre and ensure coordination and integration of the Project with all the national target programmes and donor-funded projects.
2. A Mid-Term Review will be conducted as specified in Section 8.03 (b) and (c) of the General Conditions; however, the Parties agree that Mid Term Review (MTR) will be executed during year three.
3. The expected Project Completion Date shall be 31st December 2026 and the Closing Date shall be 30th June 2027, or any other date agreed upon by both Parties.
4. Procurement of goods, works and services financed by the Financing shall be carried out in accordance with the provisions of the Borrower's procurement regulations to the extent such are consistent with the IFAD Procurement Guidelines. The procurement responsibilities for the overall project would be undertaken by the provincial PMU.

Section D

1. The Fund will administer the Loan and supervise the Project.
2. The Project Completion Review will be led by the PMU and supported by ICO.

Section E

1. The following is designated as additional grounds for cancellation of this Agreement:
 - (a) In case of expenditures for goods, works or consulting services not procured in accordance with the Financing Agreement, IFAD may cancel the amount in question from the loan account by declaring it ineligible.
2. The following are designated as additional specific conditions precedent to withdrawal:

- (a) The provincial PMU shall have been established and the key Project staff (i.e. Project Director and Chief Accountant) shall have been selected;
 - (b) The Borrower, through the Lead Implementing Agency, shall have submitted, and the Fund shall have received, an official document confirming the availability of counterpart funds for the first Project Year;
 - (c) The Designated Account shall have been duly opened and the names of authorized signatories shall have been duly submitted to the Fund;
 - (d) The computerized accounting system in compliance with national standards shall have been identified and selected by the Project.
3. This Agreement is subject to ratification by the Borrower.
 4. The following are the designated representatives and addresses to be used for any communication related to this Agreement:

For the Borrower:

[click and type title of the representative]
[click and type the name and address of the ministry]

For the Fund:

The President
International Fund for Agricultural Development
Via Paolo di Dono 44
00142 Rome, Italy

[Copy to:]

This Agreement has been prepared in the English language in two (2) original copies, one (1) for the Fund and one (1) for the Borrower.

THE SOCIALIST REPUBLIC OF VIET NAM

(Authorized Representative)

Date: _____

INTERNATIONAL FUND FOR
AGRICULTURAL DEVELOPMENT

Gilbert F. Houngbo
President

Date: _____

Schedule 1

Project Description and Implementation Arrangements

I. Project Description

1. *Project area.* CSAT will be implemented in Ben Tre province, including 08 districts (Ba Tri, Binh Dai, Thanh Phu, Giong Trom, Chau Thanh, Mo Cay Nam, Mo Cay Bac, Cho Lach) and Ben Tre City.
2. *Goal.* The goal of CSAT is to support sustainable agricultural development for adaption to the climate change in the Mekong Delta in Ben Tre province.
3. *Objectives.* The Project development objective is to develop climate smart agricultural value chains based on regional integration, market linkage, generate sustainable income opportunities and mitigate risks for the vulnerable groups, accelerate the growth, and improve the competitiveness of the agricultural sector of the province.
4. *Components.* The Project shall consist of the three mutually interdependent following components:
 - 4.1. *Component 1:* Effective value chain planning integrated with SEDP and Mekong Delta plan, including the following sub-components: *Sub-Component 1.1.* Value chain planning and lead enterprise selection and *Sub-component 1.2.* Solid bases for sustainable value chain development.
 - 4.2. *Component 2:* Value chain investment, including the following sub-components: *Sub-component 2.1.* Climate resilient public value chain investment, *Sub-component 2.2.* Private sector investment for value chain development, and *Sub-component 2.3.* Provision of Business Development Services (BDS) and financial services for food safety and climate smart value chain development.
 - 4.3. *Component 3:* Project Management, including the following key activities: (i) Learning and Knowledge Management; (ii) Monitoring and Evaluation; and (iii) Project Operation.

II. Implementation Arrangements

5. *Lead Project Agency.* The Borrower shall provide oversight at national level. The Government of Viet Nam appoints the Province People Committees (PPC) of Ben Tre Province as Lead Project Agency who become accountable for the project execution.
6. *Project Management Units.* PPC Ben Tre establishes a dedicated Project Management Unit (PMU) for CSAT. The provincial PMUs will be led by a project director and is to be composed of three technical sections: (i) Strategic Management including dedicated staff for social inclusion activities (gender and youth) and environmental safeguards and climate adaptation activities, infrastructure, value chain, rural finance, and M&E; (ii) Financial Investment and Management including a Climate Resilient Engineer to ensure adherence to social and environmental safeguards; and (iii) Project management - KM. Former highly performing AMD staff will be retained as possible to foster the institutional memory and enable fast start-up of CSAT.
7. The PMU will be responsible for the day-to-day management of the CSAT implementation and functions as the secretary for the PSC meetings. The key tasks of the PMU are to: (i) ensure the coherence of the implementation strategy towards the expected

outputs, outcomes and impacts; (ii) draft the AWPB and procurement plan; (iii) mobilise and manage project finance from the various sources; (iv) ensure adherence to procurement IFAD and national procedures; (v) set up of the Management Information System, baseline surveys, M&E and reporting structures; (vi) set up of a co-ordination structure and strategy with the co-implementing agencies; (vii) facilitate the networking with banking sector, private sector and 4P platform; (ix) set up of an effective knowledge management system; (x) identify relevant policy topics and support the PSC on policy engagement activities; and (xi) ensure environmental and social safeguards requirements are met for implementation of project activities based on the national regulations on environmental management and IFAD's SECAP guidelines.

8. *Implementing partners.* IFAD has built up close co-operation with other development partners notably World Bank (WB) and Asian Development Bank (ADB), FAO and bilateral partners including the Netherlands, French Development Agency (AFD) and German International Cooperation (GIZ). IFAD is an active member in the Mekong Delta Working Group which advises Government on salient policy issues to address climate change in the Mekong Delta.

9. *Monitoring and Evaluation.* The Project's M&E system is aligned to the government system for reporting and project governance. It will be critical for successful implementation that the PMU and the PPC incorporate M&E as a key instrument for results based, evidenced based and adaptive management. Outputs, outcomes, and impact indicators are all causally connected as set out in the Project Logical Framework. The baseline survey will be completed in year one; the annual outcome survey will start by year three. A mid-term survey should inform the Mid-Term Review to be held during year three of implementation. Thematic surveys could start as early as year two, in order to understand progress made against the development objectives and to allow timely adjustments as it may be required. Similarly, project completion will gather and analyse results from the end-line survey and the complete set of project data. Project results will be regularly reported to IFAD ORMS and inform on the COSOP's progress.

10. The Key Project Personnel are: Project Manager, Chief accountant, Officer for Monitoring and Evaluation, Knowledge Management Officer, Procurement Officer, Social Inclusion and Gender Specialist, and Environment and Climate Assessment Specialist. Key Project Personnel shall be seconded to the PMU in the case of government officials

Schedule 2

Allocation Table

1. *Allocation of Loan Proceeds.* (a) The Table below sets forth the Categories of Eligible Expenditures to be financed by the Loan and the allocation of the amounts to each category of the Financing and the percentages of expenditures for items to be financed in each Category:

Category	Loan Amount Allocated (expressed in USD)	Percentage of Eligible expenditures net of taxes , all other contributions
Works	17,000,000	100%
TOTAL	17,000,000	

(b) The terms used in the Table above are defined as follows:

Category "Works" shall mean eligible expenditures for climate resilient infrastructure under **Component 2.1** as described in Schedule 1.

Schedule 3

Special Covenants

In accordance with Section 12.01(a)(xxiii) of the General Conditions, the Fund may suspend, in whole or in part, the right of the Borrower to request withdrawals from the Loan Account if the Borrower has defaulted in the performance of any covenant set forth below, and the Fund has determined that such default has had, or is likely to have, a material adverse effect on the Project:

1. *Planning, Monitoring and Evaluation.* The Borrower shall ensure that a Planning, Monitoring and Evaluation (PM&E) system shall be established within twelve (12) months from the date of entry into force of this Agreement.
2. *Gender.* The Borrower shall ensure that the PMU will include in the Strategic Management Section dedicated staff for social inclusion activities, especially for gender.
3. *Compliance with the Social Environmental and Climate Assessment Procedures* The Borrower, through the Project shall ensure that the Project will be implemented in compliance with the Viet Nam's Environmental Law and other related policies, and IFAD's SECAP for climate-resilient infrastructure investments. CSAT will support better groundwater management, protect cropland from saline water intrusion and open-water resources from pollution. The project will promote better land management, organic farming and good agricultural practices with a view to growing market demand. CSAT investments, notably in infrastructure, will be vetted using social, environmental, climate change and sustainability criteria. These infrastructures will enable agriculture and related VC actors to withstand better weather variability and adverse climate events

Negotiated financing agreement: "Climate-smart Agricultural Value Chain Development in Tra Vinh province"

(Negotiations concluded on 22 March 2022)

IFAD Loan No: 2000004115

Project name: *Climate Smart Agricultural Value Chain Development in Tra Vinh province* ("the Project")

The Socialist Republic of Viet Nam (the "Borrower")

and

The International Fund for Agricultural Development (the "Fund" or "IFAD")

(each a "Party" and both of them collectively the "Parties")

WHEREAS, the Borrower has requested a loan from the Fund for the purpose of financing the Project described in Schedule 1 to this Agreement;

WHEREAS, the Fund has agreed to provide financing for the Project;

NOW THEREFORE, the Parties hereby agree as follows:

Section A

1. The following documents collectively form this Agreement: this document, the Project Description and Implementation Arrangements (Schedule 1), the Allocation Table (Schedule 2) and the Additional Covenants (Schedule 3).
2. The Fund's General Conditions for Agricultural Development Financing dated 29 April 2009, amended as of December 2020, (the "General Conditions") are annexed to this Agreement, and all provisions thereof shall apply to this Agreement. For the purposes of this Agreement the terms defined in the General Conditions shall have the meanings set forth therein, unless the Parties shall otherwise agree in this Agreement.
3. The Fund shall provide a Loan (the "Financing") to the Borrower, which the Borrower shall use to implement the Project in accordance with the terms and conditions of this Agreement.

Section B

1. The total amount of the Financing for the Project is US\$26.0 million (US dollars twenty-six million).
2. The Loan is granted on ordinary terms and shall be subject to interest on the principal amount outstanding at a rate equal to the IFAD Reference Interest Rate with fixed spread, payable semi-annually in the Loan Service Payment Currency, and shall have a maturity period of twenty five (25) years, including a grace period of five (5) years starting from

the date that the Fund has determined that all General Conditions precedent to withdrawal have been fulfilled in accordance with Section 4.02(b).

3. The Loan Service Payment Currency shall be in United States dollars (USD).
4. The first day of the applicable Fiscal Year shall be the first (1st) of January.
5. Payments of principal and interest shall be payable on each 15 June and 15 December.
6. There shall be one Designated Account in United States dollars (USD), for the exclusive use of the Project, opened at a commercial bank. The DA will be operated by the Project Management Unit. The Borrower shall inform the Fund of the others officials authorized to operate the Designated Account.
7. The Borrower, including the Province People Committee (PPC), shall provide sufficient counterpart financing for the Project to cover taxes, charges and fees according to Vietnamese laws, as well as other project soft activities such as workshop, trainings and operating costs of the Project as indicated in the project design document.

Section C

2. The Borrower shall provide oversight at national level. The Lead Project Agency shall be the PPC of Tra Vinh. The PPC shall be accountable for the Project execution. The PPC will lead the Project implementation regarding to the province of Tra Vinh and ensure coordination and integration of the Project with all the national target programmes and donor-funded projects.

2. A Mid-Term Review will be conducted as specified in Section 8.03 (b) and (c) of the General Conditions; however, the Parties agree that Mid Term Review (MTR) will be executed during year three.

3. The expected Project Completion Date shall be 31st December 2026 and the Closing Date shall be 30th June 2027, or any other date agreed upon by both Parties.

4. Procurement of goods, works and services financed by the Financing shall be carried out in accordance with the provisions of the Borrower's procurement regulations to the extent such are consistent with the IFAD Procurement Guidelines. The procurement responsibilities for the overall project would be undertaken by the provincial PMU.

Section D

3. The Fund will administer the Loan and supervise the Project.

4. The Project Completion Review will be led by the PMU and supported by ICO.

Section E

1. The following is designated as additional grounds for cancellation of this Agreement:

- (b) In case of expenditures for goods, works or consulting services not procured in accordance with the Financing Agreement, IFAD may cancel the amount in question from the loan account by declaring it ineligible.

2. The following are designated as additional specific conditions precedent to withdrawal:

- (a) The provincial PMU shall have been established and the key Project staff (i.e. Project Director and Chief Accountant) shall have been selected;
- (b) The Borrower, through the Lead Implementing Agency, shall have submitted, and the Fund shall have received, an official document confirming the availability of counterpart funds for the first Project Year;
- (c) The Designated Account shall have been duly opened and the names of authorized signatories shall have been duly submitted to the Fund;
- (d) The computerized accounting system in compliance with national standards, shall have been identified and selected by the Project.

3. This Agreement is subject to ratification by the Borrower.

4. The following are the designated representatives and addresses to be used for any communication related to this Agreement:

For the Borrower:

[click and type title of the representative]
[click and type the name and address of the ministry]

For the Fund:

The President
International Fund for Agricultural Development
Via Paolo di Dono 44
00142 Rome, Italy

[Copy to:]

This Agreement has been prepared in the English language in two (2) original copies, one (1) for the Fund and one (1) for the Borrower.

THE SOCIALIST REPUBLIC OF VIET NAM

Date: _____

INTERNATIONAL FUND FOR
AGRICULTURAL DEVELOPMENT

Gilbert F. Houngbo
President

Date: _____

Schedule 1

Project Description and Implementation Arrangements

I. Project Description

1. *Project area.* CSAT will be implemented in Tra Vinh province, including 07 districts (Cang Long, Cau Ke, Tieu Can, Tra Cu, Chau Thanh, Cau Ngang, Duyen Hai), Duyen Hai Township and Tra Vinh city.
2. *Goal.* The goal of CSAT is to contribute to sustainable agricultural development through development of climate smart agricultural value chains in Tra Vinh province.
3. *Objectives.* The Project development objective is to develop climate smart agricultural value chains based on regional integration, market linkage, generate sustainable income opportunities and mitigate risks for the vulnerable groups, accelerate the growth, and improve the competitiveness of the agricultural sector of the province.
4. *Components.* The Project shall consist of the following three mutually interdependent components:
 - 4.1. *Component 1:* Effective value chain planning integrated with SEDP and Mekong Delta plan, including the following sub-components: *Sub-Component 1.1.* Value chain planning and lead enterprise selection and *Sub-component 1.2.* Solid bases for sustainable value chain development.
 - 4.2. *Component 2:* Value chain investment, including the following sub-components: *Sub-component 2.1.* Climate resilient public value chain investment, *Sub-component 2.2.* Private sector investment for value chain development, and *Sub-component 2.3.* Provision of Business Development Services (BDS) and financial services for food safety and climate smart value chain development.
 - 4.3. *Component 3:* Project Management, including the following key activities: (i) Learning and Knowledge Management; (ii) Monitoring and Evaluation; and (iii) Project Operation.

III. Implementation Arrangements

5. *Lead Project Agency.* The Borrower shall provide oversight at national level. The Government of Viet Nam appoints the Province People Committees (PPC) of Tra Vinh Province as Lead Project Agency who become accountable for the project execution.
6. *Project Management Unit.* The provincial PPC establishes a dedicated Project Management Unit (PMU) for CSAT. The provincial PMU will be led by a project director and is to be composed of four technical sections: (i) Strategic Management including dedicated staff for social inclusion activities (gender, youth, EM) and environmental safeguards and climate adaptation activities; (ii) Infrastructure Management including a Climate Resilient Engineer to ensure adherence to social and environmental safeguards, M&E and KM; (iii) Financial Management; and (iv) Administration & KM. Former highly performing AMD staff will be retained as possible to foster the institutional memory and enable fast start-up of CSAT.
7. The PMU will be responsible for the day-to-day management of the CSAT implementation and functions as the secretary for the PSC meetings. The key tasks of the PMU are to: (i) ensure the coherence of the implementation strategy towards the expected outputs, outcomes and impacts; (ii) draft the AWPB and procurement plan; (iii) mobilise

and manage project finance from the various sources; (iv) ensure adherence to procurement IFAD and national procedures; (v) set up of the Management Information System, baseline surveys, M&E and reporting structures; (vii) set up of a co-ordination structure and strategy with the co-implementing agencies; (viii) facilitate the networking with banking sector, private sector and 4P platform; (ix) set up of an effective knowledge management system; (x) identify relevant policy topics and support the PSC on policy engagement activities; and (xi) ensure environmental and social safeguards requirements are met for implementation of project activities based on the national regulations on environmental management and IFAD's SECAP guidelines.

8. *Implementing partners.* IFAD has built up close co-operation with other development partners notably World Bank (WB) and Asian Development Bank (ADB), FAO and bilateral partners including the Netherlands, French Development Agency (AFD) and German International Cooperation (GIZ). IFAD is an active member in the Mekong Delta Working Group which advises Government on salient policy issues to address climate change in the Mekong Delta.

9. *Monitoring and Evaluation.* The Project's M&E system is aligned to the government system for reporting and project governance. It will be critical for successful implementation that the PMU and the PPC incorporate M&E as a key instrument for results based, evidenced based and adaptive management. Outputs, outcomes, and impact indicators are all causally connected as set out in the Project Logical Framework. The baseline survey will be completed in year one; the annual outcome survey will start by year three. A mid-term survey should inform the Mid-Term Review to be held during year three of implementation. Thematic surveys could start as early as year two, in order to understand progress made against the development objectives and to allow timely adjustments as it may be required. Similarly, project completion will gather and analyse results from the end-line survey and the complete set of project data. Project results will be regularly reported to IFAD ORMS and inform on the COSOP's progress.

10. The Key Project Personnel are: Project Manager, Chief accountant, Officer for Monitoring and Evaluation, Knowledge Management Officer, Procurement Officer, Social Inclusion and Gender Specialist, and Environment and Climate Assessment Specialist. Key Project Personnel shall be seconded to the PMU in the case of government officials

Schedule 2*Allocation Table*

1. *Allocation of Loan Proceeds.* (a) The Table below sets forth the Categories of Eligible Expenditures to be financed by the Loan and the allocation of the amounts to each category of the Financing and the percentages of expenditures for items to be financed in each Category:

Category	Loan Amount Allocated (expressed in USD)	Percentage of Eligible expenditures net of taxes and all other contributions
Works	26,000,000	100%
<hr/>		
TOTAL	26,000,000	

(b) The terms used in the Table above are defined as follows:

Category "Works" shall mean eligible expenditures for climate resilient infrastructure under Sub-**component 2.1** as described in Schedule 1.

Schedule 3

Special Covenants

In accordance with Section 12.01(a)(xxiii) of the General Conditions, the Fund may suspend, in whole or in part, the right of the Borrower to request withdrawals from the Loan Account if the Borrower has defaulted in the performance of any covenant set forth below, and the Fund has determined that such default has had, or is likely to have, a material adverse effect on the Project:

1. *Planning, Monitoring and Evaluation.* The Borrower shall ensure that a Planning, Monitoring and Evaluation (PM&E) system shall be established within twelve (12) months from the date of entry into force of this Agreement.
2. *Gender.* The Borrower shall ensure that the PMU will include in the Strategic Management Section dedicated staff for social inclusion activities, especially for gender.
3. *Compliance with the Social Environmental and Climate Assessment Procedures.* The Borrower, through the Project shall ensure that the Project will be implemented in compliance with the Viet Nam's Environmental Law and other related policies, and IFAD's SECAP for climate-resilient infrastructure investments. CSAT will support better groundwater management, protect cropland from saline water intrusion and open-water resources from pollution. The project will promote better land management, organic farming and good agricultural practices with a view to growing market demand. CSAT investments, notably in infrastructure, will be vetted using social, environmental, climate change and sustainability criteria. These infrastructures will enable agriculture and related VC actors to withstand better weather variability and adverse climate events.