

FELLOWSHIP CONTRACT**UNDER THE FRAMEWORK OF
FACILITY FOR CAPACITY BUILDING PROJECT - VIE 11 888 11*****Ref No: VIE 11 888 11/REGIE/.....*****BETWEEN:****Facility for Capacity Building project (FCB)**Represented by **Mrs. Krista Verstraelen - BTC Resident Representative**

Address: F9, Hanoi Tower, 49 Hai Ba Trung, Hanoi.

Hereinafter referred to as "**The contracting authority**"***And*****Ms. Tran Hong Hanh**

Address: Hanoi University of Mining and Geology

18 Phố Viên, Đức Thắng, Bắc Từ Liêm, Hà Nội.

Hereinafter referred to as "**The fellowship holder**"**PREAMBLE**

- Having regard to the Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company with social purposes, Article 8, amended by Article 5 of the Law of 20 January 2014;
- Having regard to Decision No.2240/ QĐ-TTg dated 10/12/2014 by Prime Minister on approving the Specific Agreement for the Facility for Capacity Building project between the Government of the Socialist Republic of Vietnam and Government of Belgium;
- Having regard to the Specific Agreement dated 10/12/2014 of the Facility for Capacity Building project between the Government of the Socialist Republic of

Vietnam and Government of Belgium and the attached Technical and Financial files for the project;

- Having regard to Decision No. 656/ QĐ - BGDĐT dated 05 March, 2015 by the Minister of Education and Training approving the project document of the Facility for Capacity Building project (FCB);
- Having regard to Decision No. 2291/QĐ- BGDĐT dated 01 July, 2015 by the Minister of Education and Training regarding the establishment of the FCB Project Management Unit;
- Having regard to the Implementation Guidelines for the Belgian Alumni Fellowship fund, under A.2.3 of the Facility to Capacity Building project and the Call for proposals dated 29 January, 2018 of FCB PMU;
- Having regard to the project proposal of Ms. Tran Hong Hanh dated 16th April 2018, attached in Annex IV of this Contract.
- Having regard to the Evaluation report dated 28th May, 2018 approving the fellowship awards to Ms. Tran Hong Hanh.

The following has been agreed upon:

ARTICLE 1 – OBJECTIVE

The purpose of this contract is the fellowship award by the Contracting Authority to the Fellowship holder, for the implementation of the Action ("the Action") described in Annex I.

The Fellow will be awarded the fellowship on the terms and conditions set out in this contract, which consists of these special conditions ("Special Conditions") and the annexes, which the Fellow hereby declares it has noted and accepted.

The Fellow accepts the fellowship and undertakes to carry out the Action under his/her own responsibility.

The detailed activities to be implemented are described in Annexe I of this contract.

ARTICLE 2 – IMPLEMENTATION PERIOD OF THE ACTION

This contract shall enter into force on the date when the Parties signs.

Implementation of the Action shall begin on 01 June, 2018 and end on 31 December, 2018.

The Action's implementation period, as laid down in Annex I, is 06 months.

ARTICLE 3 – FINANCING OF THE ACTION

The total cost of the Action eligible for financing this fellowship contract by the Contracting Authority is 5,000 EUR.

ARTICLE 4 – PAYMENT ARRANGEMENT

Payments in Euro will be transferred in instalments on the basis of a request for payment ([Annex II](#), attached with a Grant completion report ([Annex III](#)).

- 1st instalment: 40% of the total contracted amount after signing the contract and receipt of a request for payment.
- A final instalment of 60% of the total contracted amount, upon receiving the Grant completion report. The production of this report and the final payment must be done at the latest the last day of this grant contract.

ARTICLE 5 – NARRATIVE REPORT

A grant completion report shall be produced in compliance with Annex III and submitted on 31 December, 2018 at the latest.

The reports shall be in English and Vietnamese.

ARTICLE 6 – FORCE MAJEURE

In case of force majeure, after consultation, the parties can fully or partially suspend the implementation of the activities, if circumstances make it too difficult or too dangerous to continue to pursue them. In such a case, each party undertakes to inform the other party, and to provide all necessary details, as soon as possible, as well as the expected date for resumption. If the contract is not terminated, the beneficiary party, with the

contract of the contracting authority, will do everything possible to start or further pursue activities again, once circumstances permit.

ARTICLE 7 – GENERAL OBLIGATIONS OF THE FELLOW

7.1. The Fellow commit to devote himself to the research work described in the Action under the conditions of this contract.

7.2. The Fellow is solely responsible for ensuing fulfilment of his/her obligations under the applicable law and where appropriate, under the agreements;

7.3. The Fellow undertakes to use the funds transferred under this contract solely for the ends for which the subsidy is granted, and to respect the granting conditions listed in this contract. He/she ensures that the object of this contract is executed correctly and will take appropriate measures where necessary to remedy any problems found during the implementation period.

7.4. The Fellow undertakes to use the funds in conformity with the principles of economy, effectiveness, efficiency and transparency and to use a highly effective and transparent accounting system that can provide assurance about the good use of the funds transferred.

7.5. The Fellow undertakes to take all necessary precautions to prevent conflicts of interests and immediately informs the contracting authority of any situation constituting a conflict of interests or likely to lead to a conflict of interests. There is a conflict of interests when the impartiality and objectiveness of any person's functions based on this contract are compromised by family or emotional ties, political or national affinity, economic interests or any other kind of shared interest with another person.

7.6. The Fellow shall not be authorized:

- a. To hold another fellowship or receive other income for the research work described in the Action;
- b. To give part or all of the implementation of the research work described in the Action to a Third party.

ARTICLE 8 - LIABILITY

The contracting authority cannot be held liable for acts or omissions of the Fellow in performing this contract.

In no case and on no account, can the contracting authority be held liable for damages, regardless of their nature, which may have been caused during the implementation of this contract.

The Fellow party is solely liable for complying with all legal obligations that are incumbent upon it through this contract.

ARTICLE 9 – APPLICABLE LEGISLATION AND REGULATIONS

This contract is governed by Belgian law.

In case of dispute concerning the performance of this contract, the parties will do everything possible to find an amicable solution.

In the event of a dispute for which no amicable solution can be found, only the Courts of Brussels shall be competent.

ARTICLE 10 – CONFIDENTIALITY

The contracting authority and the beneficiary party undertake to maintain the confidentiality of all documents, information or other materials that are communicated confidentially and this until the end of a seven-year period to be counted from the last payment. Even if the European Commission is not the contracting authority, it can nevertheless access all documents communicated to it, for which it maintains similar confidentiality.

ANNEXES

The following documents are attached to this contract and are an integral part thereof:

Annexe I Description of the Action and timeline (as proposed in the 'application form' by the Fellow and upon approval by the Contracting Authority)

Annexe II Template Request for payment

Annexe III Grant completion report form

Annexe IV Proposal for Belgian Alumni Fellowship Fund

Annexe V Confirmation Letter of Belgian Professors/ /University Leaders



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Annexe VI A signed and stamped supporting letter by the alumni's employer

Done in Hanoi on 6th June, 2018, in 02 copies. Each party keeps 01 copy in English and 01 copy in Vietnamese.

Signature

For the beneficiary:

Ms. Tran Hong Hanh

Hanoi University of Mining and Geology

For BTC

Mrs. Krista Verstraelen

Resident Representative, BTC Viet Nam

ANNEXE I: DESCRIPTION OF ACTION

No	Activity (description in detail)	Time	Person in charge of
1	Data collection, processing and analysis, fieldwork, organizing expert seminar, statistical analysis, writing reports, preparing financial documents.	1/6/2018 31/12/2018	Dr. Tran, Hong Hanh (Project leader) MSc. Pham, Bach Viet
2	Scientific discussion, advising the scientific research, reading and correcting the report.	1/6/2018 31/12/2018	Dr. Tran, Hong Hanh (Project leader) Prof. Dr. Matthieu Kervyn
3	Data processing and analysis, statistical analysis, organizing expert seminar	1/6/2018 31/12/2018	Dr. Tran, Hong Hanh (Project leader) MSc. Pham, Bach Viet