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LOAN NUMBER 3364-VIE (SF)  
(Additional to Loan Number 2741-VIE)

PROJECT AGREEMENT

(Ha Noi Metro Rail System Project (Line 3: Nhon – Ha Noi Station Section)  
– Additional Financing)

between

ASIAN DEVELOPMENT BANK

and

HA NOI PEOPLE'S COMMITTEE

DATED 8 NOVEMBER 2016

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VIE 40080

## PROJECT AGREEMENT

PROJECT AGREEMENT dated 8 November 2016 between ASIAN DEVELOPMENT BANK ("ADB") and HA NOI PEOPLE'S COMMITTEE ("HPC").

### WHEREAS

(A) by a loan agreement dated 13 October 2011 between the Borrower and ADB ("Original Loan Agreement"), ADB agreed to provide a loan to the Borrower from ADB's ordinary capital resources in an amount of two hundred ninety-three million Dollars (\$293,000,000) ("Original Loan") for the purposes of the project described in Schedule 1 to the Original Loan Agreement ("Original Project");

(B) by an agreement herewith entered into between the Borrower and ADB ("Ordinary Operations Loan Agreement"), ADB has agreed to provide the Borrower an additional loan from ADB's ordinary capital resources in an amount equivalent to fifty-nine million Dollars (\$59,000,000) for the purposes of the project described in Schedule 1 to the Ordinary Operations Loan Agreement;

(C) by an agreement of even date herewith entered into between the Borrower and ADB ("Special Operations Loan Agreement" and together with the Original Loan Agreement, "the Loan Agreements"), ADB has agreed to provide the Borrower an additional loan from ADB's Special Funds resources in various currencies equivalent to four million one hundred seven thousand Special Drawing Rights (SDR4,107,000) ("Special Operations Loan" and together with the Original Loan, "the Loans") for the purposes of the project described in Schedule 1 to the Special Operations Loan Agreement;

(D) the Borrower has also applied to the Clean Technology Fund ("CTF") for an additional loan ("CTF Loan") in an amount not exceeding the equivalent of fifty million Dollars (\$50,000,000) to be administered by ADB and upon the terms and conditions set forth in a loan agreement between the Borrower and ADB ("CTF Loan Agreement") for the purposes of the project described in Schedule 1 to the Ordinary Operations Loan Agreement;

(E) ADB has agreed to make the Special Operations Loan only on the condition that the proceeds of the Special Operations Loan be made available to HPC and that HPC agrees to undertake certain obligations towards ADB set forth herein; and

(F) HPC, in consideration of ADB entering into the Special Operations Loan Agreement with the Borrower, has agreed to undertake the obligations hereinafter set forth;

NOW THEREFORE the parties hereto agree as follows:

## ARTICLE I

### Definitions

Section 1.01. Wherever used in this Project Agreement, unless the context otherwise requires, the several terms defined in the Loan Agreements and in the Loan Regulations (as defined in each of the Loan Agreements) have the respective meanings therein set forth.

## ARTICLE II

### Particular Covenants

Section 2.01. (a) HPC shall carry out the Project with due diligence and efficiency, and in conformity with sound applicable technical, financial, business, and development practices.

(b) In the carrying out of the Project and operation of the Project facilities, HPC shall perform all obligations set forth in the Loan Agreements to the extent that they are applicable to HPC.

Section 2.02. HPC shall make available, promptly as needed, and on terms and conditions acceptable to ADB, the funds, facilities, services, land and other resources as required, in addition to the proceeds of the Loans, for the carrying out of the Project.

Section 2.03. (a) In the carrying out of the Project, HPC shall employ competent and qualified consultants and contractors, acceptable to ADB, to an extent and upon terms and conditions satisfactory to ADB.

(b) Except as ADB may otherwise agree, HPC shall procure all items of expenditures to be financed out of the proceeds of the Special Operations Loan in accordance with the provisions of Schedule 4 to the Special Operations Loan Agreement. ADB may refuse to finance a contract where any such item has not been procured under procedures substantially in accordance with those agreed between the Borrower and ADB or where the terms and conditions of the contract are not satisfactory to ADB.

Section 2.04. HPC shall carry out the Project in accordance with plans, design standards, specifications, work schedules and construction methods acceptable to ADB. HPC shall furnish, or cause to be furnished, to ADB, promptly after their preparation, such plans, design standards, specifications and work schedules, and any material modifications subsequently made therein, in such detail as ADB shall reasonably request.

Section 2.05. HPC shall take out and maintain with responsible insurers, or make other arrangements satisfactory to ADB for, insurance against such risks and in such amounts as shall be consistent with sound practice.

Section 2.06. HPC shall maintain, or cause to be maintained, records and accounts adequate to identify the items of expenditure financed out of the proceeds of the Loans, to disclose the use thereof in the Project, to record the progress of the Project (including the cost thereof) and to reflect, in accordance with consistently maintained sound accounting principles, its operations and financial condition.

Section 2.07. (a) ADB and HPC shall cooperate fully to ensure that the purposes of the Loans will be accomplished.

(b) HPC shall promptly inform ADB of any condition which interferes with, or threatens to interfere with, the progress of the Project, the performance of its obligations under this Project Agreement, the Subsidiary Loan Agreement, the Loan Agreements, or the accomplishment of the purposes of the Loans.

(c) ADB and HPC shall from time to time, at the request of either party, exchange views through their representatives with regard to any matters relating to the Project, HPC and the Loans.

Section 2.08. (a) HPC shall furnish to ADB all such reports and information as ADB shall reasonably request concerning (i) the Loans and the expenditure of the proceeds thereof; (ii) the items of expenditure financed out of such proceeds; (iii) the Project; (iv) the administration, operations and financial condition of HPC; and (v) any other matters relating to the purposes of the Loans.

(b) Without limiting the generality of the foregoing, HPC shall furnish to ADB periodic reports on the execution of the Project and on the operation and management of the Project facilities. Such reports shall be submitted in such form and in such detail and within such a period as ADB shall reasonably request, and shall indicate, among other things, progress made and problems encountered during the period under review, steps taken or proposed to be taken to remedy these problems, and proposed program of activities and expected progress during the following period.

(c) Promptly after physical completion of the Project, but in any event not later than 3 months thereafter or such later date as ADB may agree for this purpose, HPC shall prepare and furnish to ADB a report, in such form and in such detail as ADB shall reasonably request, on the execution and initial operation of the Project, including its cost, the performance by HPC of its obligations under this Project Agreement, the Loan Agreements and the accomplishment of the purposes of the Loans.

Section 2.09. (a) HPC shall, in accordance with the PAM, (i) maintain separate accounts and records for the Project; (ii) prepare annual financial statements for the Project in accordance with accounting principles acceptable to ADB; (iii) have such financial statements for the Project audited annually by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with international standards for auditing or the national equivalent acceptable to ADB; (iv) as part of each such audit, have the auditors prepare a report (which includes the auditors' opinion on the financial statements, use of the Loan proceeds and compliance with the financial covenants of the Loan Agreement as well as on the use of the procedures for imprest fund(s) and statement of expenditures, if such procedures are used) and management letters (which sets out the deficiencies in the internal control of the Project that

were identified in the course of the audit, if any); and (v) furnish to ADB, no later than 6 months after the close of the fiscal year to which they relate, copies of such audited financial statements, audit reports and management letters, all in the English language, and such other information concerning these documents and the audit thereof as ADB shall from time to time reasonably request.

(b) ADB shall disclose the annual audited financial statements for the Project and the opinions of the auditors on the financial statements within 30 days of the date of their receipt by posting them on ADB's website.

(c) HPC shall enable ADB, upon ADB's request, to discuss the financial statements for the Project, HPC, and their financial affairs where they relate to the Project with the auditors appointed by HPC pursuant to subsection (a)(iii) hereinabove, and shall authorize and require any representative of such auditors to participate in any such discussions requested by ADB. This is provided that such discussions shall be conducted only in the presence of an authorized officer of HPC, unless HPC shall otherwise agree.

Section 2.10. HPC shall enable ADB's representatives to inspect the Project, the Goods and Works and any relevant records and documents.

Section 2.11. (a) HPC shall promptly as required, take all actions within its powers to maintain its legal existence, to carry on its operations, and to acquire, maintain and renew all rights, properties, powers and privileges which are necessary in the carrying out of the Project or in the conduct of its operations.

(b) HPC shall at all times conduct its operations in accordance with sound applicable technical, financial, business, development and operational practices, and under the supervision of competent and experienced management and personnel.

(c) HPC shall at all times operate and maintain its plants, equipment and other property, and from time to time, promptly as needed, make all necessary repairs and renewals thereof, all in accordance with sound applicable technical, financial, business, development, operational and maintenance practices.

Section 2.12. Except as ADB may otherwise agree, HPC shall not sell, lease or otherwise dispose of any of its assets which shall be required for the efficient carrying on of its operations or the disposal of which may prejudice its ability to perform satisfactorily any of its obligations under this Project Agreement or the Loan Agreements.

Section 2.13. Except as ADB may otherwise agree, HPC shall apply the proceeds of the Loan to the financing of expenditures on the Project in accordance with the provisions of the Loan Agreement and this Project Agreement, and shall ensure that all items of expenditures financed out of such proceeds are used exclusively in the carrying out of the Project, as applicable.

Section 2.14. Except as ADB may otherwise agree, HPC shall duly perform all its obligations under the Subsidiary Loan Agreement, and shall not take, or concur in, any action which would have the effect of assigning, amending, abrogating or waiving any rights or obligations of the parties under the Subsidiary Loan Agreement.

Section 2.15. HPC shall promptly notify ADB of any proposal to amend, suspend or repeal any provision of its constitutional documents, which, if implemented, could adversely affect the carrying out of the Project or the operation of the Project facilities. HPC shall afford ADB an adequate opportunity to comment on such proposal prior to taking any affirmative action thereon.

### ARTICLE III

#### Effective Date; Termination

Section 3.01. This Project Agreement shall come into force and effect on the date on which the Loan Agreement has come into force and effect. ADB shall promptly notify HPC of such date.

Section 3.02. This Project Agreement and all obligations of the parties hereunder shall terminate on the date on which the Loan Agreements shall have terminated in accordance with their terms.

Section 3.03. All the provisions of this Project Agreement shall continue in full force and effect notwithstanding any cancellation or suspension under the Loan Agreements.

### ARTICLE IV

#### Miscellaneous

Section 4.01. Any notice or request required or permitted to be given or made under this Project Agreement and any agreement between the parties contemplated by this Project Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or facsimile to the party to which it is required or permitted to be given or made at its address hereinafter specified, or at such other address as such party shall have designated by notice to the party giving such notice or making such request. The addresses so specified are:

For ADB

Asian Development Bank  
6 ADB Avenue  
Mandaluyong City  
1550 Metro Manila  
Philippines

Facsimile Numbers:

(632) 636-2015.

For HPC

Ha Noi People's Committee  
12 Le Lai Street,  
Hoan Kiem District, Ha Noi  
Viet Nam

Facsimile Numbers:

(844) 38253-536

(844) 38243-126.

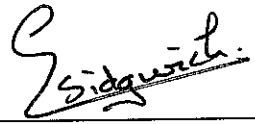
Section 4.02. (a) Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Project Agreement by or on behalf of HPC may be taken or executed by its Chairperson or by such other person or persons as s/he shall so designate in writing notified to ADB.

(b) HPC shall furnish to ADB sufficient evidence of the authority of each person who will act under subsection (a) hereinabove, together with the authenticated specimen signature of each such person.


Section 4.03. No delay in exercising, or omission to exercise, any right, power or remedy accruing to either party under this Project Agreement upon any default shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such default; nor shall the action of such party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Project Agreement to be signed in their respective names as of the day and year first above written, and to be delivered at the principal office of ADB.

ASIAN DEVELOPMENT BANK

By   
ERIC SIDGWICK  
Country Director  
Viet Nam Resident Mission

HA NOI PEOPLE'S COMMITTEE

By   
NGUYEN THE HUNG  
Vice Chairman