



This document has been provided by the International Center for Not-for-Profit Law (ICNL).

ICNL is the leading source for information on the legal environment for civil society and public participation. Since 1992, ICNL has served as a resource to civil society leaders, government officials, and the donor community in over 90 countries.

Visit ICNL's **Online Library** at
<http://www.icnl.org/knowledge/library/index.php>
for further resources and research from countries all over the world.

Disclaimers

Content. The information provided herein is for general informational and educational purposes only. It is not intended and should not be construed to constitute legal advice. The information contained herein may not be applicable in all situations and may not, after the date of its presentation, even reflect the most current authority. Nothing contained herein should be relied or acted upon without the benefit of legal advice based upon the particular facts and circumstances presented, and nothing herein should be construed otherwise.

Translations. Translations by ICNL of any materials into other languages are intended solely as a convenience. Translation accuracy is not guaranteed nor implied. If any questions arise related to the accuracy of a translation, please refer to the original language official version of the document. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes.

Warranty and Limitation of Liability. Although ICNL uses reasonable efforts to include accurate and up-to-date information herein, ICNL makes no warranties or representations of any kind as to its accuracy, currency or completeness. You agree that access to and use of this document and the content thereof is at your own risk. ICNL disclaims all warranties of any kind, express or implied. Neither ICNL nor any party involved in creating, producing or delivering this document shall be liable for any damages whatsoever arising out of access to, use of or inability to use this document, or any errors or omissions in the content thereof.

CIVIL CODE
OF THE SOCIALIST REPUBLIC OF VIETNAM
(Unofficial Translation)

HANOI, 1996

CONTENTS

PREAMBLE	1
PART ONE GENERAL PROVISIONS	2
Chapter I BASIC PRINCIPLES	2
Chapter II INDIVIDUALS	6
Section 1 CIVIL LEGAL CAPACITY AND CAPACITY FOR CIVIL ACTS OF AN INDIVIDUAL	6
Section 2 PERSONAL RIGHTS	8
Section 3 PLACE OF RESIDENCE	14
Section 4 CIVIL STATUS	16
Section 5 GUARDIANSHIP	19
Section 6 DECLARING [A PERSON] MISSING AND DECLARATIONS OF DEATH	25
Chapter III JURIDICAL PERSONS	29
Section 1 GENERAL PROVISIONS ON JURIDICAL PERSONS	29
Section 2 TYPES OF JURIDICAL PERSONS	35
Chapter IV FAMILY HOUSEHOLDS AND CO-OPERATIVE GROUPS	37
Section 1 FAMILY HOUSEHOLDS	37
Section 2 CO-OPERATIVE GROUPS	38
Chapter V CIVIL TRANSACTIONS	41
Chapter VI REPRESENTATION	46
Chapter VII TIME LIMITS	49
Chapter VIII STATUTE OF LIMITATIONS	52
PART TWO PROPERTY AND OWNERSHIP RIGHTS	55
Chapter I GENERAL PROVISIONS	55
Chapter II TYPES OF PROPERTY	57
Chapter III THE CONTENTS OF OWNERSHIP RIGHTS	59
Section 1 THE RIGHT TO POSSESSION	59
Section 2 THE RIGHT TO USE	62
Section 3 THE RIGHT TO DISPOSAL	62
Chapter IV FORMS OF OWNERSHIP	63
Section 1 THE PEOPLE'S OWNERSHIP	63
Section 2 OWNERSHIP BY POLITICAL ORGANISATIONS AND SOCIO- POLITICAL ORGANISATIONS	66
Section 3 COLLECTIVE OWNERSHIP	66
Section 4 PRIVATE OWNERSHIP	67
Section 5 OWNERSHIP BY SOCIAL ORGANISATIONS AND SOCIO- PROFESSIONAL ORGANISATIONS	68
Section 6 COMBINED OWNERSHIP	69
Section 7 COMMON OWNERSHIP	69
Chapter V ESTABLISHMENT AND TERMINATION OF OWNERSHIP RIGHTS	73
Section 1 ESTABLISHMENT OF OWNERSHIP RIGHTS	73
Section 2 TERMINATION OF OWNERSHIP RIGHTS	78
Chapter VI PROTECTION OF OWNERSHIP	80
Chapter VII OTHER PROVISIONS REGARDING OWNERSHIP RIGHTS	80
PART THREE CIVIL OBLIGATIONS AND CIVIL CONTRACTS	86
Chapter I GENERAL PROVISIONS	86
Section 1 CIVIL OBLIGATIONS	86

Section 2	PERFORMANCE OF CIVIL OBLIGATIONS.....	87
Section 3	CIVIL LIABILITY.....	92
Section 4	TRANSFER OF THE RIGHT TO DEMAND AND TRANSFER OF OBLIGATIONS.....	94
Section 5	SECURITY FOR THE PERFORMANCE OF CIVIL OBLIGATIONS.....	96
	I. GENERAL PROVISIONS.....	96
	II. PLEDGE OF PROPERTY.....	97
	III. MORTGAGES OF PROPERTY.....	101
	IV. EXECUTION DEPOSITS.....	106
	V. SECURITY DEPOSITS.....	107
	VI. ESCROW DEPOSITS.....	107
	VII. GUARANTEES.....	107
	VIII. PENALTIES FOR BREACH.....	110
Section 6	TERMINATION OF CIVIL OBLIGATIONS.....	111
Section 7	CIVIL CONTRACTS.....	114
	I. ENTERING INTO A CIVIL CONTRACT.....	114
	II. PERFORMANCE OF CIVIL CONTRACTS.....	119
	III. AMENDMENT AND TERMINATION OF CIVIL CONTRACTS.....	121
Chapter II	GENERAL CIVIL CONTRACTS.....	122
Section 1	CONTRACTS FOR THE SALE AND PURCHASE OF PROPERTY.....	122
	I. GENERAL PROVISIONS ON CONTRACTS FOR THE SALE AND PURCHASE OF PROPERTY.....	122
	II. CONTRACTS FOR THE SALE AND PURCHASE OF HOUSES.....	128
	III. A NUMBER OF EXCLUSIVE PROVISIONS FOR THE PURCHASE AND SALE OF PROPERTY.....	131
Section 2	CONTRACTS FOR THE EXCHANGE OF PROPERTY.....	133
Section 3	CONTRACTS FOR GIFTS OF PROPERTY.....	134
Section 4	CONTRACTS FOR THE LOAN OF PROPERTY.....	135
Section 5	CONTRACTS FOR THE LEASE OF PROPERTY.....	138
	I. GENERAL PROVISIONS ON CONTRACTS FOR THE LEASE OF PROPERTY.....	138
	II. CONTRACTS FOR THE LEASE OF HOUSES.....	141
	III. CONTRACTS FOR THE "THUE KHOAN" LEASE OF PROPERTY.....	146
Section 6	CONTRACTS FOR THE BAILMENT OF PROPERTY [WITHOUT REWARD].....	149
Section 7	CONTRACTS FOR SERVICES.....	151
Section 8	TRANSPORT CONTRACTS.....	153
	I. CONTRACTS FOR THE TRANSPORT OF PASSENGERS.....	153
	II. CONTRACTS FOR THE TRANSPORT OF PROPERTY.....	156
Section 9	PROCESSING CONTRACTS.....	160
Section 10	CONTRACTS FOR THE STORAGE OF PROPERTY.....	163
Section 11	INSURANCE CONTRACTS.....	166

Section 12	AUTHORISATION CONTRACTS	170
Section 13	PROMISES OF REWARDS AND PRIZE COMPETITIONS	173
Chapter III	PERFORMANCE OF TASKS WITHOUT AUTHORISATION	174
Chapter IV	OBLIGATION TO RETURN DUE TO POSSESSION [AND/OR] USE OF PROPERTY, [AND/OR] ENJOYMENT OF BENEFITS FROM PROPERTY WITHOUT A LEGAL BASIS	176
Chapter V	LIABILITY FOR COMPENSATION FOR NON-CONTRACTUAL DAMAGE [AND/OR INJURY].....	177
Section 1	GENERAL PROVISIONS	177
Section 2	ASSESSMENT OF DAMAGE [AND/OR INJURY]	178
Section 3	COMPENSATION FOR DAMAGE [AND/OR INJURY] IN A NUMBER OF SPECIFIC CIRCUMSTANCES	180
PART FOUR	INHERITANCE	186
Chapter I	GENERAL PROVISIONS	186
Chapter II	INHERITANCE UNDER A WILL.....	190
Chapter III	INHERITANCE AT LAW	198
Chapter IV	WINDING UP AND DISTRIBUTION OF ESTATES.....	201
PART FIVE	PROVISIONS ON THE TRANSFER OF LAND USE RIGHTS.....	204
Chapter I	GENERAL PROVISIONS	204
Chapter II	CONTRACTS FOR THE EXCHANGE OF LAND USE RIGHTS.....	207
Chapter III	CONTRACTS FOR ASSIGNMENT OF LAND USE RIGHTS.....	209
Chapter IV	CONTRACTS FOR THE LEASE OF LAND USE RIGHTS	211
Chapter V	CONTRACTS FOR THE MORTGAGE OF LAND USE RIGHTS	216
Chapter VI	INHERITANCE OF LAND USE RIGHTS	219
PART SIX	INTELLECTUAL PROPERTY RIGHTS AND TECHNOLOGY TRANSFER.....	221
Chapter I	COPYRIGHT	221
Section 1	GENERAL PROVISIONS	221
Section 2	RIGHTS OF AN AUTHOR [AND] RIGHTS OF THE OWNER OF A WORK	224
Section 3	CONTRACTS FOR THE USE OF WORKS.....	231
Section 4	RIGHTS AND OBLIGATIONS OF PERFORMERS, ORGANISATIONS WHICH PRODUCE AUDIO TAPES AND DISKS, VIDEO TAPES AND DISKS, AND RADIO AND TELEVISION BROADCASTING ORGANISATIONS	233
Chapter II	INDUSTRIAL PROPERTY RIGHTS	235
Section 1	GENERAL PROVISIONS	235
Section 2	ESTABLISHMENT OF INDUSTRIAL PROPERTY RIGHTS	237
Section 3	OWNERS OF SUBJECTS OF INDUSTRIAL PROPERTY AUTHORS OF INVENTIONS, UTILITY SOLUTIONS AND INDUSTRIAL DESIGNS.....	239
Section 4	LIMITATION IN USE OF INDUSTRIAL PROPERTY RIGHTS.....	241
Section 5	PROTECTION OF INDUSTRIAL PROPERTY RIGHTS.....	242
Chapter III	TECHNOLOGY TRANSFER.....	243
Section 1	GENERAL PROVISIONS	243
Section 2	TECHNOLOGY TRANSFER CONTRACTS	244
PART SEVEN	CIVIL RELATIONS INVOLVING FOREIGN ELEMENTS.....	250

PREAMBLE

Vietnamese civil law is a legal instrument which promotes civil interaction and creates a favourable environment for the socio-economic development of the country.

Inheriting and developing Vietnamese civil laws from the past up to the present and elaborating on the 1992 Constitution, the Civil Code holds an important position in the legal system of the homeland, and creates a legal basis for the purpose of continuing to liberate production capabilities, giving full play to democracy and ensuring social fairness and human civil rights.

The Civil Code shall contribute to ensuring a stable, wholesome communal life, and to preserving and fostering the traditions of solidarity, mutual support, good morals and customs and the people's cultural identity developed during the long history of building and protecting the Vietnamese Motherland, and to contribute to the construction of a multi-sector commodity economy pursuant to the market-oriented mechanism under the management of the State in accordance with the socialist orientation, and fulfilling the objectives of [having] a prosperous people, a strong nation and a fair and civilised society.

PART ONE
GENERAL PROVISIONS

Chapter I
BASIC PRINCIPLES

Article 1. Objectives and Scope of Application of the Civil Code

The objectives of the Civil Code are to ensure the legal rights and interests of individuals and organisations, the interests of the State and the interests of the public, to ensure legal safety and equality in civil relations and to contribute to the creation of conditions for fulfilling the material and spiritual needs of the people and to promote socio-economic development.

The Civil Code prescribes the legal position of individuals, juridical persons and other subjects and the rights and obligations of subjects in relations involving property [and] personal relations in civil interaction, and establishes legal standards for the conduct of the subjects participating in civil relations.

Article 2. The Principle of Respecting the Interests of the State, the Interests of the Public and the Legal Rights and Interests of Other Persons

The establishment and exercise of civil rights and performance of civil obligations must not infringe upon the interests of the State, the interests of the public [or] the legal rights and interests of other persons.

Article 3. The Principle of Complying with the Law

Civil rights and obligations must be established and performed in accordance with the bases, formalities and procedures prescribed by this Code and other legal documents⁽¹⁾; where the law does not so prescribe, the parties may undertake [and/or] agree on the establishment of civil rights and obligations, but such [undertakings and/or agreements] shall not be contrary to the basic principles of this Code.

Article 4. The Principle of Respecting Good Morals and Traditions

The establishment and exercise of civil rights and the performance of civil obligations must ensure the preservation of ethnic identity and must respect and give full play to good customs, practices and traditions, solidarity, mutual support, [the principle of] every individual for the community and the community for the individual and the noble moral values of ethnic groups living together on Vietnamese soil.

Favourable conditions shall be created for ethnic minorities in civil interaction in order to improve step by step their material and spiritual life.

Assistance to elderly persons, young children and disabled persons in the exercise of civil rights and performance of civil obligations shall be encouraged.

Article 5. The Principle of Respecting and Protecting Personal Rights

Personal rights in civil relations as stipulated by law shall be respected and shall be protected by law.

Article 6. The Principle of Respecting and Protecting Ownership Rights and Other Rights With Respect to Property

Ownership rights and other rights with respect to the property of subjects in the forms of ownership [as provided in this Code] shall be respected and shall be protected by law.

The lawful exploitation of property in order to receive benefits shall be encouraged.

1. The original Vietnamese term is "*văn bản pháp luật*" which is usually translated as "legal documents", but the Vietnamese term is used for documents which have legislative force (at whatever level) but does not include contracts or other non-legislative legal documents.

All persons have the obligation to respect and protect property under the ownership of the People⁽²⁾.

Article 7. The Principle of Freedom and Voluntariness of Undertakings and Agreements

The right to freely undertake and make agreements for the establishment of civil rights and obligations in accordance with the provisions of law is guaranteed by law.

In civil interaction, parties shall [act] entirely voluntarily and no party may force upon, prohibit, coerce, threaten or hinder the other(s).

All legal undertakings and agreements have the effect of binding the parties to performance.

Article 8. The Principle of Equality

In civil relations, parties are all equal, [they] may not use differences regarding ethnicity, gender, social status, economic circumstances, beliefs, religion, educational level and occupation as reasons to treat each other unequally.

Article 9. The Principle of Goodwill and Honesty

In civil relations, the parties must [act] with goodwill and in honesty and shall not only be concerned with and care about their own legal rights and interests, but must also respect and be concerned with the interests of the State, the interests of the public and the legal rights and interests of other persons, and shall assist and create conditions for each other to exercise civil rights and perform civil obligations; no party shall deceive the other party; if a party claims that the other party(ies) is(are) dishonest, it must have proof.

Article 10. The Principle of Bearing Civil Liability

The parties must strictly perform their own civil obligations and be liable themselves for the non-performance or the improper performance of the obligations; if a party does not perform voluntarily, it may be forced to perform in accordance with the provisions of law.

Article 11. The Principle of Conciliation

In civil relations, conciliation between the parties in accordance with the provisions of law shall be encouraged.

No one may use force or threaten to use force in the resolution of civil disputes.

Article 12. Protection of Civil Rights

1. All civil rights of individuals, juridical persons and other subjects shall be respected and protected by law.
2. When the civil rights of a subject are violated, such subject shall have the right to request a court or other competent State authority to:
 - a. Recognise the subject's civil rights;
 - b. Order the termination of the act of violation;
 - c. Order a public apology [and/or] retraction;
 - d. Order the performance of civil obligations;
 - e⁽³⁾. Order compensation for damage; [and/or]
 - f. Penalise the violation.

Article 13. The Basis for Establishing Civil Rights and Obligations

Civil rights and obligations may be established from:

1. Lawful civil transactions;
2. Decisions of a court or other competent State authority;

2. The Vietnamese term "*tojn dÄn*" may be translated as "the entire people" or "the People" in English.

3. Alphabetical designations from points e to f have been changed to reflect the English alphabet.

3. Legal incidents which are stipulated by law;
4. The creation of intangible⁽⁴⁾ value which is the subject of intellectual property ownership rights;
5. The possession of property with a legal basis;
6. Causing damage through acts contrary to law;
7. The performance of works without authorisation;
8. The possession or use of property or gain of property without a legal basis; [and/or]
9. Other bases which are stipulated by law.

Article 14. The Principle of Applying Customary Practice and Analogous Law

In cases which the law does not provide for and for which the parties do not have an agreement, customary practice or analogous provisions of law may be applied provided that such applications are not contrary to the basic principles of this Code.

Article 15. Effectiveness of the Civil Code

1. The Civil Code shall apply to civil relations which are established as from the date on which this Code becomes effective.
The Civil Code shall also apply to civil relations which are established before the date on which this Code becomes effective if the laws or resolutions of the National Assembly so provide.
2. The Civil Code shall apply throughout the entire territory of the Socialist Republic of Vietnam.
3. The Civil Code shall apply with respect to civil relations in Vietnam in which a Vietnamese person residing overseas participates, with the exception of a number of civil relations which are provided for separately by law.
4. The Civil Code shall also apply with respect to civil relations involving foreign elements, except in circumstances where international treaties which the Socialist Republic of Vietnam has signed or to which it has acceded otherwise provide.

**Chapter II
INDIVIDUALS**

Section 1

**CIVIL LEGAL CAPACITY AND CAPACITY FOR
CIVIL ACTS OF AN INDIVIDUAL**

Article 16. The Civil Legal Capacity of an Individual

1. The civil legal capacity of an individual is an individual's capability to have civil rights and civil obligations.
2. All individuals have the same civil legal capacity.
3. The civil legal capacity of an individual exists as from the time when that person is born and terminates when that person dies.

Article 17. The Content of the Civil Legal Capacity of an Individual

An individual shall have the following civil rights and obligations:

1. Personal rights not connected with property and personal rights connected with property;
2. Ownership rights, inheritance rights and other rights with respect to property; [and]
3. Rights to participate in civil relations and to have obligations arising out of such relations.

Article 18. No Restrictions on the Civil Legal Capacity of an Individual

-
4. The original Vietnamese term used here is "*tin h thËn*" which may mean "spiritual" or "moral" in English (e.g. "moral" vs. "economic" rights of authors), but in the context of this sentence, the intention of the drafters is apparently something closer to "intangible".

The civil legal capacity of an individual cannot be restricted, except in circumstances where the law so provides.

Article 19. The Capacity for Civil Acts of an Individual

The capacity for civil acts of an individual shall be the capability of the individual to establish and exercise civil rights and perform civil obligations through his/her acts.

Article 20. Adults and Minors

Persons who are a full eighteen years⁽⁵⁾ of age or older are adults. Persons who are not yet fully eighteen years of age are minors.

Article 21. The Capacity for Civil Acts of an Adult

An adult shall have full capacity for civil acts, except in the circumstances stipulated in Article 24 and Article 25 of this Code.

Article 22. The Capacity for Civil Acts of Minors Who a Full Six Years of Age or over but under a Full Eighteen Years of Age

Persons who are a full six years of age or over but under a full eighteen years of age, must have the consent of a representative at law when undertaking civil transactions, except for civil transactions only for the purpose of meeting the needs of daily life appropriate to such age group.

In circumstances where a person who is a full fifteen years of age or over but under a full eighteen years of age has separate property sufficient to ensure the performance of obligations, such person can establish and perform civil transactions him/herself without requiring the consent of his/her representative at law, except in circumstances where the law otherwise provides.

Article 23. Persons Without the Capacity for Civil Acts

Children of less than a full six years of age do not have the capacity for civil acts. All civil transactions by children of less than a full six years of age must be established and performed by their representative at law.

Article 24. Loss of the Capacity for Civil Acts

1. If a person is incapable of being aware of or controlling his/her own acts due to mental illness or other illnesses, a court may, upon the request of a person with related rights or interests, issue a decision to declare [such a person] as having lost the capacity for civil acts based on the conclusion of the competent examination organisation.

When there is no longer a basis for declaring a person as having lost the capacity for civil acts, the court shall, at the request of such person him/herself or at the request of a person with related rights and interests, issue a decision to revoke the decision declaring the loss of capacity for civil acts.

2. All civil transactions by a person who has lost the capacity for civil acts shall be established and performed by his/her representative at law.

Article 25. Restrictions on the Capacity for Civil Acts

1. Persons addicted to narcotics/drugs or addicted to other⁽⁶⁾ stimulants that leads to the squandering of their family's property may be declared by a decision of a court to be persons with a restricted capacity for civil acts, upon the request of a person with related rights and interests or of the relevant agency or organisation.

5. "Full eighteen years" is calculated as from the date of birth.

6. The original Vietnamese term used here is "*kh^hŷc*", which is "other" in English. Although the drafters state "other stimulants" it is assumed that the term includes sedatives, depressants or other types of addictive drugs or substances.

2. The representatives at law of persons with a restricted capacity for civil acts and the scope of such representation shall be determined by a court. All civil transactions in connection with the property of a person with restricted capacity for civil acts must have the consent of his/her representative at law, except small transactions to service the needs of daily life.
3. When there is no longer a basis for declaring that a person has restricted capacity for civil acts, the court, at the request of such person him/herself or a person with related rights and interests, or the relevant agency or organisation, shall issue a decision to revoke the decision declaring a restriction of capacity for civil acts.

Section 2

PERSONAL RIGHTS

Article 26. Personal Rights

Personal rights stipulated in this Code shall be the civil rights personal to each individual, [they] may not be transferred to other persons, except in circumstances where the law otherwise provides.

No one may take advantage of his/her personal rights to infringe upon the interests of the State, the interests of the public and the legal rights and interests of other persons.

All persons have the obligation to respect the personal rights of other persons.

Article 27. Protection of Personal Rights

When the personal rights of a person are infringed upon, such person shall have the right to:

1. Demand the infringer or request a court to order the infringer to terminate the infringement or issue a public apology or retraction;
2. Make a retraction him/herself in the mass media; [and]
3. Demand the infringer or request a court to order the infringer to compensate for material damage and mental suffering⁽⁷⁾.

Article 28. Rights With Respect to Surnames and Given Names

1. Each individual shall have the right to have a surname and given name. The surname and given name of a person shall be identified in accordance with the surname and given name in the birth certificate of such person.
2. An individual establishes and exercises civil rights and performs civil obligations in his/her own surname and given name which have been recognised by the competent State authority.
3. The use of pseudonyms and assumed names shall not cause damage to the legal rights and interests of other persons.

Article 29. The Right to Change Surnames and Given Names

1. Individuals shall have the right to request the competent State authority to recognise the change of surname and/or given name in the following circumstances:
 - a. In accordance with the request of a person who has a surname or given name the use of which causes confusion or has an influence on the feelings of his/her own family, honour [or] legal rights [or] interests;
 - b. In accordance with the request of an adoptive father or mother regarding the changing of the surname or given name of an adopted child or when an adopted child ceases to be an adopted child and such person or their biological father or mother request to reclaim the surname or given name which was given by the biological father or mother;

7. The Vietnamese term used here is "*thiệt hŠi về tinh thËn*" which is "spiritual damage" if translated literally. However, the term "mental suffering" is more appropriate in the context of this paragraph.

- c. In accordance with the request of the father or mother or the child upon the identification of the father [or] mother of the child;
 - d. To change the surname of a child from the surname of the father to the surname of the mother and vice versa;
 - e⁽⁸⁾. To change the surname and given name of a person who was lost in his/her childhood and who has discovered the origin of his/her own bloodline; [and]
 - f. Other circumstances stipulated by law.
2. The changing of a surname or given name of a person who is a full nine years of age or older must have the consent of such person.
 3. The changing of a surname or given name shall not change or terminate the civil rights and obligations which may have been established under the former surname or given name.

Article 30. The Right to Identification of Ethnicity

1. An individual upon his/her birth may have his/her ethnicity identified in accordance with the ethnicity of his/her mother and father. In circumstances where the father and mother belong to two different ethnicities, the ethnicity of the child shall be identified as the ethnicity of the father or the ethnicity of the mother in accordance with customary practice or in accordance with the agreement of the father and mother.
2. A person who has become an adult shall have the right to request the competent State authority to re-identify his ethnicity in the following circumstances:
 - a. In accordance with the ethnicity of the father or the mother, if the father and mother belong to two different ethnicities; [and]
 - b. In accordance with the ethnicity of the biological father [and/or] mother in circumstances where the person is the adopted child of a person belonging to a different ethnicity.

Article 31. The Right of an Individual With Respect to His/Her Picture

1. An individual has rights with respect to his/her own picture.
2. The use of a picture of an individual must have the consent of such person or the consent of the relatives of such person if the person has died or has lost the capacity for civil acts, except in circumstances where the law otherwise provides.

Article 32. The Right to Have Safety of Life, Health and Body Ensured

1. Individuals shall have the right to have the safety of life, health and body ensured.
2. No one may infringe upon the life, health [or] body of another person.
3. When a person is sick or has had an accident whereby his/her life is threatened, a person who discovers it has the responsibility to deliver such person to a medical facility; State, collective and private medical facilities may not refuse to provide treatment and must utilise all available means and capabilities for the treatment.
4. The performance of new curative methods on the body of a person and the anaesthetization, surgery, removal, implantation and grafting of organs of the body must have the consent of such person; the consent of the person's father, mother, guardian or relatives must be obtained if the person is a minor, has lost the capacity for civil acts or is an unconscious patient; a decision from the person in charge of the curative facility must be obtained in circumstances where there is a

8. See footnote to Article 12(2e).

threat to the life of a patient and the opinions of the father, mother, guardian or relative of such person cannot be awaited.

5. Post-mortem operations shall ⁽⁹⁾ be performed if the deceased person has clearly expressed his/her consent before his/her death; the consent of the father, mother, guardian or relative must be obtained in circumstances where the deceased person has not expressed his/her intentions. Post-mortem operations may also be performed upon the decision of the competent State authority.

Article 33. The Right to Protection of Honour, Dignity and Reputation

1. An individual's honour, dignity and reputation shall be respected and shall be protected by law.
2. No one may infringe on the honour, dignity and reputation of another person.

Article 34. The Right to Personal Secrets

1. An individual's right to personal secrets shall be respected and shall be protected by law.
2. The collection and publication of information and materials regarding the private life of an individual must have the consent of that person or his/her relatives if that person has died or has lost the capacity for civil acts, except in circumstances where the collection and publication of information and materials are in accordance with the decision of the competent State authority and which must be performed in accordance with the provisions of law.
3. No one, on their own accord, may open, seize or destroy letters or telegrams, or listen in on the telephone or commit other acts for the purpose of preventing or hindering the communication lines of an individual.

The inspection of an individual's letters or telegrams or the monitoring of his/her telephone may be conducted only in circumstances which are stipulated by law and there must be an order from the competent State authority.

Article 35. The Right of Marriage

Marriage shall be built on the principle of one wife, one husband.

Males and females who fully meet the criteria for marriage in accordance with the provisions of the law on marriage and family shall have the right to freely marry, and no party may force or deceive another party; no one may block a voluntary, progressive marriage or coerce another into marriage.

The freedom to marry between persons belonging to different ethnicities and religions, and between persons who belong to a religion and persons who do not belong to a religion shall be respected and be protected by law.

Article 36. The Right to Equality of Husband and Wife

Husbands and wives are equal to each other and have equal rights and obligations for all aspects of the family and in civil interaction and shall mutually build a comfortable, durable/stable, harmonious and happy family.

Article 37. The Right to Enjoy Care Among Family Members

The members of a family shall have the right to enjoy mutual care and assistance consistent with the tradition of good morality of the Vietnamese family.

Children and grandchildren who are minors are entitled to enjoy the care of and upbringing by the father, mother and grandparents; children and grandchildren shall have the obligation to respect, care for and support their father, mother and grandparents.

9. The Vietnamese term "ch~" or "only" was used here in the original text. This has been omitted in the translation for the sake of clarity since the terms "ch~" and "only" may have different implications in Vietnamese and English respectively, depending on the context.

Article 38. The Right of Divorce

A wife or husband or both the wife and the husband shall have the right to request a court to terminate the marital relationship when there is a legitimate reason.

Article 39. The Right to Acknowledge or Not Acknowledge a Father, Mother or Child

1. A person who is not acknowledged as a child or a father or mother of another person shall have the right to request the competent State authority to determine him/her as the mother, father or child of that person in accordance with the provisions of the laws on marriage and family and the laws on civil status.
2. A person who is acknowledged as a father, mother or child of another person shall have the right to request the competent State authority to determine him/her as not being the father, mother or child of that person in accordance with the provisions of the laws on marriage and family and the laws on civil status.

Article 40. The Rights to Adopt a Child and To Be Accepted As an Adopted Child

The right of each person to adopt a child and the right to be accepted as an adopted child shall be recognised and be protected by law.

The adoption of a child and the process of being accepted as an adopted child shall be implemented in accordance with the conditions, formalities and procedures which are stipulated by the laws on marriage and family and the laws on civil status.

Article 41. Rights With Respect to Citizenship

Each individual shall have the right to citizenship.

The recognition of or changes to or the naturalisation or de-naturalisation of Vietnamese citizenship shall be implemented in accordance with the conditions, formalities and procedures stipulated by the laws on citizenship.

Article 42. The Right to Have the Safety of the Place of Residence Ensured

Individuals shall have the right not to have their place of residence intruded upon.

The entry into the place of residence of a person must have the consent of that person.

No one may enter the place of residence of a person contrary to the wishes of that person. The execution of a search of a place of residence of a person shall only be performed in circumstances which are stipulated by law and there must be an order from the competent State authority; the search must be strictly in accordance with the formalities and procedures stipulated by law.

Article 43. The Right to Freedom of Belief and Religion

1. Individuals shall have the right to freedom of belief and religion, and to belong or not to belong to a religion.
2. No one may infringe on the freedom of belief and religion or take advantage of beliefs or religion in order to infringe on the interests of the State, the interests of the public or the legal rights [or] interests of other persons.

Article 44. The Right to Freedom of Movement and Residence

1. Individuals shall have the rights to freedom of movement and residence in accordance with the provisions of law. The movement and choice of a place of residence shall be decided on by the individual in accordance with his/her own needs, capabilities and situation.
2. An individual's freedom of movement and residence may only be restricted according to the decision of the competent State authority and in accordance with the formalities and procedures stipulated by law.

Article 45. The Right to Labour

Individuals shall have the right to labour.

Each person shall have the right to work, the freedom to choose a job or occupation without being discriminated against with respect to gender, ethnicity, social status, beliefs or religion.

Article 46. The Right to Freedom of Doing Business

An individual's right to freedom of doing business shall be respected and protected by law.

Individuals shall have the right to choose a form, area and line of business, to establish a business, and to freely enter into contracts and hire labour and other rights consistent with the provisions of law.

Article 47. The Right to Freedom of Creation

1. Individuals shall have the right to create, engage in scientific and technical research, discover, invent, make technical innovations and improvements and rationalise production; [and] shall have the right to compose and comment on literature and arts and to participate in other cultural activities to give full play to their creative talents in accordance with their own capabilities and aptitudes.
2. The right to freedom of creation shall be respected and protected by law. No one shall have the right to hinder or restrict an individual's right to freedom of creation.
3. The State recognises and protects ownership rights with respect to intellectual property⁽¹⁰⁾.

Section 3
PLACE OF RESIDENCE

Article 48. Place of Residence

1. The place of residence of an individual is the place where such person usually lives and has a permanent residence household register.
In circumstances where a person does not have a permanent residence household register and does not have a place where he/she usually lives, the place of residence is the place where he/she temporarily resides and is registered for temporary residence.
2. Where an individual's place of residence may not be determined as stipulated in Clause 1 of this Article, the place of residence is the place where such person is currently living or working or where such person has property or a large part thereof if such person's property is in many places.
3. An individual may choose a place different from his/her place of residence to establish and exercise civil rights and perform civil obligations, except in circumstances where the law otherwise provides.

Article 49. Place of Residence of Minors

1. The place of residence of a minor is the place of residence of the minor's father and mother; if the mother and father have separate places of residence, the place of residence of the minor shall be the place of residence of the father or mother with whom the minor usually lives.
2. Minors who are a full fifteen years of age or older may have a place of residence separate from the place of residence of their father and mother, if the father and mother so agree, except in circumstances where the law otherwise provides.

Article 50. Place of Residence of Wards

1. The place of residence of a ward is the place of residence of the guardian.

10. The Vietnamese version uses the phrase "*sản phẩm trí tuệ*", which is "intellectual products" in English if translated literally.

2. Wards who are a full fifteen years of age or older may have a place of residence separate from the place of residence of the guardian, if the guardian so agrees, except in circumstances where the law otherwise provides.

Article 51. Place of Residence of Wives and Husbands

The place of residence of a wife and husband is the place where they live together and shall be determined in accordance with the stipulations in Article 48 of this Code.

A wife and husband may have separate places of residence, if it is so agreed.

Article 52. Place of Residence of Military Personnel

1. The place of residence of military personnel currently performing his/her military obligations is the place where the military personnel's unit is stationed.
2. The place of residence of military officers, regular military personnel and defence workers and officials shall be the place where their unit is stationed, except in circumstances where they have places of residence as stipulated in Clause 1, Article 48 of this Code.

Article 53. Place of Residence of Persons Performing Itinerant Occupations

The place of residence of persons performing itinerant occupations on a ship, boat and/or on other means for itinerant work is the place of registration of such ship, boat, or means, if they do not have a place of residence as stipulated in Clause 1, Article 48 of this Code.

Section 4
CIVIL STATUS

Article 54. Registration of civil Status

1. The registration of civil status shall be an activity whereby the competent State authority certifies an event of birth, death, marriage, guardianship, adoption, change in surname, given name [and/or] citizenship, identification of ethnicity and correction of civil status, or other events in accordance with the provisions of the laws on civil status.
2. The registration of civil status shall be the right and obligation of each person.
3. The registration of civil status shall proceed in accordance with the formalities and procedures stipulated by the laws on civil status.

Article 55. Declaration of Birth

1. At birth, each person shall have the right to have his/her birth declared without discriminating between legitimate or illegitimate births. The surname of the infant shall be the surname of the father or the mother according to customary practice or the agreement of the father and mother. In circumstances where the father cannot be identified, the surname of the infant shall be the surname of the mother.
2. A father, mother or a relative must declare the birth of the infant in accordance with the provisions of the laws on civil status.

Article 56. Declaration of Birth for Abandoned Infants

1. A person who discovers an abandoned infant must protect the infant as well as the clothing and articles found on the infant and shall promptly report such to the People's Committee of the village, ward or town, or the nearest local police station in order to find a person or organisation to foster the infant.
2. An individual or an organisation which fosters the infant must declare the birth of the infant in accordance with the provisions of the laws on civil status.
3. The date of birth of the infant shall be the date on which the infant was found if there is no proof evidencing the date of birth of that infant.

Article 57. Registration of Marriage

1. Marriage must be registered at the competent State authority in accordance with the formalities prescribed by law; all other formalities shall have no legal value.
2. In circumstances where either the male or female party or both parties do not fully meet the criteria for marriage in accordance with provisions of laws on marriage and family, the competent State authority in charge of registering the marriage shall refuse to register the marriage and must clearly explain the reason(s) for [such refusal]; if the persons who have been refused marriage registration do not agree with the refusal, they shall have the right to appeal to the competent State authority.
3. A wife and husband who divorce but [then] re-marry [each other] must also effect registration of marriage.

Article 58. Registration of Guardianship

Guardianship must be registered at the People's Committee of the village, ward or town where the guardian resides or where the office of the agency or organisation undertaking the guardianship is located.

Article 59. Registration of Child Adoption

The adoption of a child must be registered and the handing over and acceptance procedures must be completed at the competent State authority in accordance with the provisions of the laws on marriage and family and the laws on civil status.

Article 60. Declaration of Death

1. When a person dies, his/her relative, the owner of the house, or the head of the agency or organisation where the person died must declare the death of such person.
2. If a new born infant dies after birth, the infant's birth and death must be declared; if it dies before birth or upon birth, declarations of birth and death are not required.
3. The registration of the declaration of death shall be effected at the competent State authority in accordance with the provisions of the laws on civil status.

Article 61. Declaration of Death for Unidentified Dead Persons

A person who discovers an unidentified dead body must immediately report such to the People's Committee of the village, ward or town, or the nearest local police station.

The competent State authority of the locality where the corpse was discovered must effect the registration of the declaration of death and take custody of the pictures, vestiges⁽¹¹⁾ and articles found on the dead person.

Article 62. Declaration of Death for Persons Who Die at Hospitals or on Means of Transportation or Who Die in Prison, or Whose Death Penalty Has Been Effected

1. When a person dies at a hospital or at other medical facilities, the hospital or such medical facility shall issue a death certificate and shall notify the relatives of the deceased.
2. When a person dies on a means of transportation, the person in charge or the operator of such means of transportation shall immediately notify the People's Committee of the village, ward or town, or the nearest local police station in order to complete the procedures for issuing the death certificate and notifying a relative of the deceased.

11. The original Vietnamese term used in this paragraph is "*dÇu tĩch*" which has a broad meaning and may include whatever is left behind by the deceased, for example, diaries, fingerprints, blood stains, etc.

3. In circumstances where a person dies in prison or through the execution of a death penalty, the prison or agency which carried out the death penalty shall [respectively] issue the death certificate and notify the relatives of the deceased.
4. The registration of the declaration of death shall be effected at the competent State authority in accordance with the provisions of the laws on civil status.

Article 63. Declaration of Death for Persons Who Have Been Declared Dead by a Court

1. The registration of the declaration of death for a person who has been declared dead by a court may proceed when the decision of a court becomes legally effective.
The person who requested a court to declare that a person has died shall effect the registration of the declaration of death.
2. When a person whom a court has declared dead is still alive, the People's Committee of the village, ward or town which has effected the registration of the declaration of death shall base themselves on the legally effective decision of a court which annuls the decision declaring that the person has died in order to remove his/her name from the register of declaration of death.

Article 64. Declaration of Death in Circumstances Where a Person Dies in Suspicious Circumstances

1. When there is a suspicion regarding the cause of a person's death, the person who discovers the dead person, the house owner or a relative [of the dead person], or the agency or organisation where the person died must immediately notify the nearest local police station and burial may only be permitted upon the decision of the competent State authority.
2. The registration of the declaration of death with respect to a dead person as referred to in Clause 1 of this Article shall be effected at the competent State authority in accordance with the provisions of the laws on civil status.

Article 65. Registration of a Change in Surname, Given Name and Citizenship

Changes in surname, given name and citizenship must be registered at the competent State authority in accordance with the provisions of the laws on civil status.

Article 66. Correction of civil status

Individuals shall have the right to request the competent State authority to make corrections to [their] civil status.

**Section 5
GUARDIANSHIP**

Article 67. Guardianship

1. Guardianship is a task whereby individuals, organisations or State agencies (referred to as guardians) are stipulated by law or appointed to undertake the care and protection of the legal rights and interests of minors and persons who are mentally ill or afflicted by other illnesses whereby they are incapable of being aware of or controlling their own acts ([such minors and persons are] referred to as wards).
2. Wards include:
 - a. Minors who no longer have their mother and father, whose mother and father are not identifiable or whose mother and father have both lost their capacity for civil acts or [whose mother and father] have had their capacity for civil acts restricted, whose mother and father have had their rights restricted by a court, or who have a mother and father but the mother and father do not have the means to take care of and to educate such minor and if the mother and father so request; [and]

- b. Persons who are mentally ill or afflicted by other illnesses whereby they are incapable of being aware of or controlling their own acts.
3. Persons who are under fifteen years of age as provided for under Point a, Clause 2 of this Article, and persons who are mentally ill or afflicted by other illnesses whereby they are incapable of being aware of or controlling their own acts must have a guardian.
4. A person may be the guardian of many persons, but a person may only be the ward of one guardian, except in circumstances where the guardian is the mother and father or grandfather and grandmother under Clause 2 of Article 70 or Clause 3 of Article 71 of this Code.

Article 68. Supervision of Guardianship

The People's Committee of the village, ward or town where the guardian resides and the person who appointed the guardian as stipulated under Article 72 of this Code have the responsibility to monitor, supervise and inspect the guardian in the performance of the guardianship, and to review and resolve in a timely manner the proposals and complaints of the ward with respect to the guardianship.

Article 69. Criteria for Individuals Acting As a Guardian

A person who meets the following criteria may act as a guardian:

1. Is a full eighteen years of age or older;
2. Having full capacity for civil acts;
3. Having necessary conditions to ensure the performance of the guardianship.

Article 70. The Natural Guardian of a Minor

The natural guardian of a minor who has lost his/her mother and father, whose mother and father are not identifiable or whose mother and father have both lost their capacity for civil acts or [whose mother and father] have had their capacity for civil acts restricted, whose mother and father have had their rights restricted by a court, or who have a mother and father but the mother and father do not have the means to take care of and to educate the minor and if the mother and father so request, shall be determined as follows:

1. In circumstances where the biological siblings do not otherwise agree, the eldest brother or sister who has attained adulthood and who meets the criteria must be the guardian for his/her younger siblings who are minors; if the eldest brother or sister does not meet the criteria to be a guardian, the next eldest person who has attained adulthood and who meets the criteria must be the guardian; [and]
2. In circumstances where there is no biological sibling or where the biological siblings do not meet the criteria to be a guardian, the paternal grandfather and grandmother or the maternal grandfather and grandmother who meet the criteria must be the guardian.

Article 71. The Natural Guardian of a Person Who Is Mentally Ill or Afflicted by Other Illnesses Whereby He/She Is Incapable of Being Aware of or Controlling His/Her Own Acts

The natural guardian of a person who is mentally ill or afflicted by other illnesses whereby he/she is incapable of being aware of or controlling his/her own acts shall be determined as follows:

1. In circumstances where a wife is mentally ill or afflicted by other illnesses whereby she is incapable of being aware of or controlling her own acts, a husband meeting the criteria must be the guardian; if a husband is mentally ill or afflicted by other illnesses whereby he is incapable of being aware of or controlling his own acts, his wife meeting all the criteria must be the guardian.
2. In circumstances where a father and mother have both lost their capacity for civil acts, the eldest child who has attained adulthood and who meets the criteria must be the guardian; if the eldest

child does not meet the criteria to be the guardian, the next eldest child who has attained adulthood and who meets the criteria must be the guardian.

3. In circumstances where an adult is mentally ill or afflicted by other illnesses whereby he/she is incapable of being aware of or controlling his/her own acts and who does not have a husband, wife or child(ren) or whose husband, wife or child(ren) do not meet the criteria to be a guardian, the mother and father of such person meeting the criteria must be the guardian.

Article 72. Appointment of a Guardian

In circumstances where a minor, or a person who is mentally ill or afflicted by other illnesses whereby he/she is incapable of being aware of or controlling his/her own acts, does not have a natural guardian in accordance with the provisions of Article 70 and Article 71 of this Code, the relatives of such person shall appoint a person among themselves to act as the guardian; if there is no person among the relatives who meet the criteria to act as a guardian, the relatives may appoint another person to act as a guardian. If the relatives still cannot appoint a guardian, the People's Committee of the village, ward or town has the responsibility, together with the local social organisation, to appoint a guardian or propose a charitable organisation to undertake the guardianship.

Article 73. Guardianship by the Office of Labour, War Invalids and Social Affairs

In circumstances where there is no natural guardian and where a guardian cannot be appointed, and there is no charitable organisation to undertake the guardianship, the office of Labour, War Invalids and Social Affairs at the place of residence of the ward may undertake the guardianship.

Article 74. Procedures for Appointing a Guardian

1. The appointment of a guardian must be set forth in writing, and the reason for appointing the guardian, the specific rights and obligations of the guardian and the status of the ward's property must be clearly stated therein.
2. The appointment of a guardian must have the consent of such person who is appointed to be the guardian.
3. The appointment of a guardian must be recognised by the People's Committee of the village, ward or town where the guardian resides.

Article 75. Obligations of Guardians With Respect to Persons Under Fifteen Years of Age

Guardians of persons under fifteen years of age have the following obligations:

1. Take care of and educate the ward;
2. Represent the ward in civil transactions, except where the law provides that persons under fifteen years of age can establish and perform civil transactions by themselves;
3. Manage the ward's property;[and]
4. Protect the legal rights and interests of the ward.

Article 76. Obligations of Guardians With Respect to Persons Who Are a Full Fifteen Years of Age or Older But Under a Full Eighteen Years of Age

Guardians of persons who are a full fifteen years of age or older but under a full eighteen years of age shall have the following obligations:

1. Manage the ward's property;
2. Represent the ward in civil transactions, except where the law provides that persons who are a full fifteen years of age but under a full eighteen years of age can establish and perform civil transactions by themselves; [and]
3. Protect the legal rights and interests of the ward.

Article 77. Obligations of a Guardian With Respect to a Person Who Is Mentally Ill or Afflicted by Other Illnesses Whereby He/She Is Incapable of Being Aware of or Controlling His/Her Own Acts

The guardian of a person who is mentally ill or afflicted by other illnesses whereby he/she is incapable of being aware of or controlling his/her own acts have the following obligations:

1. Take care of and ensure the treatment of illness of the ward;
2. Represent the ward in civil transactions;
3. Manage the ward's property; [and]
4. Protect the legal rights and interests of the ward.

Article 78. Rights of Guardians

Guardians have the following rights:

1. Utilise the ward's property to take care of and pay for the necessary needs of the ward;
2. Have payments settled for all expenditures necessary for the management of the ward's property; [and]
3. Represent the ward in the establishment and performance of civil transactions and protect the legal rights and interests of the ward.

Article 79. Management of the Property of a Ward

1. Guardians must manage their ward's property as if it were their own property.
2. The use and disposal of the ward's property may only be undertaken in the interest of the ward. The sale, exchange, lease, bailment, loan, pledge, mortgage and deposit⁽¹²⁾ of the ward's property which has a large value must have the consent of the People's Committee of the village, ward or town where the guardian resides. The guardian shall not give the ward's property as a gift to another person.
3. All civil transactions between a guardian and his/her ward in connection with the ward's property shall be invalid.

Article 80. Replacement⁽¹³⁾ of Guardian

1. A guardian may be replaced in the following circumstances:
 - a. The individual who is the guardian no longer meets the criteria prescribed in Article 69 of this Code;
 - b. The guardian dies, or has been declared by a court to have a restricted capacity for civil acts or to have lost the capacity for civil acts;
 - c. There is a decision from the competent State authority regarding the commission of a serious violation by the guardian with respect to his/her guardianship obligations; [and/or]
 - d. The guardian proposes that he/she be replaced and there is another person who meets the criteria to accept the guardianship.
2. In circumstances where there is a change of the natural guardian, the persons set forth under Article 70 and Article 71 of this Code shall undertake the role of a natural guardian; if there is no natural guardian, the appointment of a guardian shall be implemented in accordance with the provisions of Article 72 of this Code; if a guardian cannot be appointed or there is no charitable

12. The Vietnamese term "*ÑÃt cÚc*" is here translated as "deposit" but elsewhere as "execution deposit" where a specific type of deposit is referred to.

13. The original Vietnamese term used here is "*thay ÑÃi*" which is "change" in English if translated literally. However the term "replacement" is more appropriate in this context.

organisation to undertake the guardianship, an office of Labour, War Invalids and Social Affairs shall undertake the guardianship in accordance with the provisions of Article 73 of this Code.

3. The procedures for changing an appointed guardian shall be implemented in accordance with the provisions of Article 74 of this Code.

Article 81. Transfer of the Guardianship by the Appointed Guardian

1. When there is a change of the appointed guardian, the person who had performed the guardianship must transfer the guardianship to his/her replacement within fifteen days from the date on which there is a new guardian.
2. The transfer of guardianship must be set forth in writing, and the reason for the transfer and the status of the ward's property at the time of the transfer must be clearly stated therein. The person appointing the guardian and a representative of the People's Committee of the village, ward or town where the new guardian resides shall witness and recognise the transfer of guardianship.
3. In circumstances where there is a change of a guardian due to the guardian's death or due to a court declaration that the guardian has lost or has had his/her capacity for civil acts restricted, the person who appointed the guardian shall prepare a report, and the status of the ward's property and the rights and obligations which have arisen during the course of performing the guardianship shall be clearly stated therein in order to transfer [them] to the new guardian under the supervision of a representative of the People's Committee of the village, ward or town where the person who had performed the guardianship resides.

Article 82. Termination of Guardianship

A guardianship shall terminate in the following circumstances:

1. The ward has attained full capacity for civil acts;
2. There is a decision of a court to revoke the decision declaring the loss of the capacity for civil acts with respect to the ward;
3. The ward dies; [or]
4. The father [and/or] mother of the ward have satisfied the criteria to exercise their rights and perform their own obligations.

Article 83. Consequences of Termination of Guardianship

1. When a guardianship terminates, the guardian must effect settlement with respect to the property with the ward or with the mother [and/or] father of the ward within a three month period as from the time upon which the guardianship terminates.

In circumstances where the ward dies, the guardian must effect settlement with respect to the property with the heir⁽¹⁴⁾ of the deceased person, within a three month period as from the time upon which the guardianship terminates; if an heir has not yet been determined upon the expiry of such period, the guardian shall continue to manage the property of the ward until the property has been resolved in accordance with the provisions of laws on inheritance and shall inform such to the People's Committee of the village, ward or the town where the guardian resides.

The settlement of property shall be carried out under the supervision of the person who appointed the guardian and the People's Committee of the village, ward or town where the guardian resides.

14. The literal translation is a person who inherits under a will or in accordance with the law which can include juridical persons and persons who are not blood relatives.

2. The rights and obligations arising from civil transactions [conducted] in the interest of a ward may be transferred to the ward when such person has attained full capacity for civil acts or to the heir of the ward when the ward dies.

Section 6

DECLARING [A PERSON] MISSING AND DECLARATIONS OF DEATH

Article 84. Writ to Search for Persons Who Are Absent From Their Place of Residence and the Management of Such Persons' Property

When a person has disappeared for six consecutive months, a person with related rights and interests shall have the right to request a court to issue a writ to search for the absent person in accordance with the provisions of the laws on civil procedures and may request a court to apply management measures with respect to the property of the absent person in accordance with the provisions of Article 85 of this Code.

Article 85. Management of the Property of a Person Who is Absent From His/Her Place of Residence

1. Depending on each case and upon the request of a person with related rights and interests, a court shall hand over the property of a person who is absent from his/her place of residence to [one of] the following persons for management:
 - a. With respect to the property for the management of which the absent person has given [his/her] authorisation, the person authorised [thereto] may continue to manage [it];
 - b. With respect to property in common [ownership]⁽¹⁵⁾, the remaining owner(s) in the common [ownership] shall manage the property; [and]
 - c. Property which the wife or the husband currently manages shall continue to be managed by the wife or the husband; if the wife or husband has died or has lost the capacity for civil acts or has had his/her capacity for civil acts restricted, then a child who has attained adulthood or the father [and/or] mother of the absent person shall manage the property.
2. In circumstances where none of the persons prescribed in Clause 1 of this Article exists, a court shall appoint a person from among the relatives to manage the property of the absent person; if there are no relatives, a court shall appoint another person to manage the property.
3. The People's Committee of the village, ward or town of the place of residence of the absent person shall supervise the management of such property.

Article 86. Obligations of the Person Managing the Property of Someone Who is Absent from His/Her Place of Residence

The person managing the property of one who is absent from his/her place of residence has the following obligations:

1. Take care of and look after the property of the absent person as if it were his/her own property;
2. Cause an immediate sale of property which is in danger of damage;
3. Perform the absent person's obligation to support and/or to settle debts which have become due by using the property of such person in accordance with the decision of a court; [and]

15. The concept of "common ownership" is described in Article 229(7) of this Code.

4. Return the property to the absent person upon his/her return and to inform a court thereof; if there was fault in the management of the property thereby causing damage, compensation must be made.

Article 87. The Rights of the Person Managing the Property of One Who is Absent From His/Her Place of Residence

A person managing the property of an absent person has the following rights:

1. Manage the property in the interest of the absent person;
2. Appropriate a portion of the property of the absent person to perform the absent person's obligations to support and obligations to settle debts which have become due; [and]
3. Have payments settled for all necessary expenditures in the management of the property.

Article 88. Declaring [a Person] Missing

1. When a person has disappeared for two years and there is no reliable information on whether such person is alive or dead despite having fully utilised all notification and search measures in accordance with the provisions of the laws on civil procedures, a court may, upon the request of a person with related rights and interests, declare such person to be missing. The two year time limit shall be calculated as from the date of the last information regarding such person; if the date of the last information cannot be determined, the two year time limit shall be calculated as from the first day of the month following the month of the last information; if the day or month of the last information cannot be determined, the time limit shall be calculated as from the first day of the year following the year of the last information.
2. In circumstances where the wife or husband of a person who has been declared missing files for a divorce, a court shall resolve to grant the divorce.

Article 89. Management of the Property of a Person Who Has Been Declared Missing

The person currently managing the property in accordance with the provisions of Clause 1, Article 85 of this Code shall continue to manage the property of the person whom a court has declared missing and shall have the rights and obligations prescribed under Article 86 and Article 87 of this Code.

In circumstances where a court resolves to permit the wife or the husband of the person who has been declared missing to divorce, the property of the person who has been declared missing shall be handed over to any child[ren] who has [have] attained adulthood or the father [and/or] mother of the missing person to manage; if there are no such persons, the property shall be handed over to a relative of the missing person to manage; if there is no relative, a court shall appoint another person to manage the property.

Article 90. Revocation of a Decision Declaring [a Person] Missing

1. When a person who has been declared missing returns or where there is reliable information that such person is still alive, then, at the request of such person or a person with related rights and interests, a court shall issue a decision to revoke the decision declaring [a person] missing.
2. A person declared missing who returns is entitled to reclaim the property which shall be handed over by the person managing the property after management expenses are settled.
3. In circumstances where the wife or husband of a person who has been declared missing has been granted a divorce, the decision permitting the divorce shall still have legal effect despite the return of the person who has been declared missing or reliable information that such person is still alive.

Article 91. Declaration that a Person is Dead

1. A person with related rights and interests may request a court to issue a decision declaring that a person is dead in the following circumstances:

- a. After three years, as of the date on which a court's decision declaring [a person] missing takes legal effect, there is still no information that such person is alive;
 - b. [The person] went missing during a war [and has been missing] for five years from the date the war ended and there is still no information that such person is alive;
 - c. [The person] was in an accident or catastrophe or natural disaster, and there is still no information that such person is alive after one year as of the date on which such accident or disaster ended, except in circumstances where the law provides for other stipulations on the time period; [and]
 - d. [The person] has been missing for five years and there is no information on whether such person is alive or dead; the five year period shall be calculated in accordance with the provisions in Clause 1 of Article 88 of this Code.
2. Depending on each case, a court shall determine the date of death of a person who has been declared dead; if such date cannot be determined, the date on which the decision of a court declaring that such person is dead becomes legally effective shall be deemed to be the date of death of such person.

Article 92. Personal Relationships and Relationships in Connection With the Property of a Person Who Has Been Declared Dead by a court

1. When a decision of a court declaring that a person is dead becomes legally effective, all relationships regarding marriage, family and other personal relationships of such person may be resolved as in respect of a person who has died.
2. The property of a person whom a court has declared dead shall be resolved in accordance with the laws on inheritance.

Article 93. Revocation of the Decision Declaring That a Person is Dead

1. When a person who has been declared dead returns or where there is reliable information that such person is still alive, then, at the request of such person or of a person with related rights and interests, a court shall issue a decision to revoke the decision which declares that such person is dead.
2. In circumstances where the wife or husband of a person who has been declared dead marries another person, such marriage shall still have legal effect, even when a court revokes the decision which declares that such person is dead. Other personal relationships of a person who has been declared dead shall be restored when a court issues the decision to revoke the decision which declared that such person had died.
3. A person who has been declared dead, but who is still alive, shall have the right to demand person(s) who received his/her inheritance to return the remaining property.
In circumstances where the heir of a person whom a court has declared dead is aware that such person is still alive, but intentionally conceals [such information] in order to be entitled to an inheritance, the heir must return the entirety of the property which he/she received, including fruits and income; if damage is caused, compensation must be made.

Chapter III
JURIDICAL PERSONS

Section 1

GENERAL PROVISIONS ON JURIDICAL PERSONS

Article 94. Juridical Persons

An organisation shall be recognised as a juridical person when it meets the following conditions:

1. Established, permitted to be established, registered or recognised by the competent State authority;
2. Has a well-organised structure;
3. Has property independent from other individuals and organisations and bears its own liability with such property; [and]
4. Independently participates in legal relationships in its own name.

Article 95. Establishment of a Juridical Person

A juridical person may be established on the initiative of an individual, economic organisation, political organisation, socio-political organisation, social organisation, socio-professional organisation, social fund or charitable fund, or in accordance with a decision of the competent State authority.

The establishment of a juridical person must comply with the procedures stipulated by law [therefor].

Article 96. The Civil Legal Capacity of a Juridical Person

1. The civil legal capacity of a juridical person is the capability of the juridical person to have civil rights and obligations which are consistent with its own purpose of operation.

A juridical person must operate in accordance with its purpose; when [it] alters its purpose of operation, [it] must apply for permission [or] register with the competent State authority.

In circumstances where a juridical person is established pursuant to a decision from the competent State authority, the alteration of the purpose of operation must comply with the decision of such authority.

2. The civil legal capacity of a juridical person shall arise as from the time at which the competent State authority establishes [it] or permits [it] to be established; if the juridical person must register its operation, the civil legal capacity of the juridical person shall arise from the time of registration.
3. The representative at law or the authorised representative of the juridical person shall act in the name of the juridical person in civil relations.
4. The civil legal capacity of a juridical person terminates as from the time the juridical person terminates.

Article 97. The Name of a Juridical Person

1. A juridical person must have its own name in the Vietnamese language, which shall clearly reflect the juridical person's organisational form and distinguish it from other juridical persons in the same field of activity.
2. A juridical person must use its own name in civil transactions.
3. The name of a juridical person is recognised and protected by law.

Article 98. The Head Office of a Juridical Person

The place where the administering body of a juridical person is located is the head office of the juridical person.

A juridical person may choose another location to serve as a liaison address.

Article 99. The Charter of a Juridical Person

1. In circumstances where the law provides that a juridical person must have a charter, the charter of the juridical person must be adopted by the founding members or a general meeting of the members; if the juridical person is established in accordance with a decision of the competent State authority, the charter of the juridical person shall be approved by the State authority that established the juridical person.

2. The charter of a juridical person shall have the following principal contents:
 - a. Name of the juridical person;
 - b. Purpose and scope of operation;
 - c. Head office;
 - d. Chartered capital, if any;
 - e⁽¹⁶⁾. Organisational structure, the procedures for appointments and dismissals; duties and powers of the titled positions in the management body and other bodies;
 - f. Rights and obligations of the members;
 - g. Procedures for amending and supplementing the charter; [and]
 - h. Conditions for terminating the juridical person.
3. Amendments and supplements to the charter of the juridical person must be approved or registered.

Article 100. Representative Office(s) and Branch(es) of a Juridical Person

1. A juridical person may establish representative office(s) and branch(es) at a place different from the head office of the juridical person.
2. A representative office is a subordinate unit of the juridical person and has the duty to represent under authorisation the interests of the juridical person and to engage in the protection of its interests.
3. A branch is a subordinate unit of the juridical person and has the duty to perform all or part of the functions of the juridical person, including representative functions in accordance with the authorisation.
4. Representative office(s) and branch(es) are not juridical persons. The head of the representative office or branch shall perform his/her duties in accordance with the authorisation of the juridical person.
5. Juridical persons have the civil rights and obligations arising from transactions established and performed by their representative offices and branches.

Article 101. The Administering Body of a Juridical Person

1. A juridical person must have an administering body.
2. The organisation, duties and powers of the managing body of the juridical person shall be stipulated in the charter of the juridical person or in the decision to establish the juridical person.

Article 102. The Representative of a Juridical Person

1. The representative of a juridical person may be a representative at law or an authorised representative.
2. The representative at law of a juridical person shall be stipulated in the decision to establish the juridical person or in the charter of the juridical person.
3. The representative at law of a juridical person may authorise another person to perform the representative duties on his/her behalf.

Article 103. Civil Liability of a Juridical Person

1. A juridical person must bear civil liability for the exercise of the civil rights and performance of civil obligations established and performed by its representative in the name of the juridical person.

16. See footnote to Article 12(2e).

2. A juridical person shall bear civil liability with its own property; [it] shall not bear civil liability for a member of the juridical person with respect to the civil obligations established and performed by the member not in the name of the juridical person.
3. A member of the juridical person shall not bear civil liability for the juridical person with respect to civil obligations established and performed by the juridical person.

Article 104. Consolidation of Juridical Persons

1. Juridical persons of the same type may consolidate with each other to form a new juridical person in accordance with the decision of the competent State authority or in accordance with the agreement of such juridical persons.
The consolidation of juridical persons must comply with the procedures for establishing and registering a juridical person as stipulated by law.
2. After consolidation, the former juridical persons shall terminate; civil rights and obligations shall be transferred to the new juridical person.

Article 105. Merging of Juridical Persons

1. A juridical person may be merged (referred to as the merged juridical person⁽¹⁷⁾) into another juridical person of the same type (referred to as the merging juridical person⁽¹⁸⁾) in accordance with the decision of the competent State authority or in accordance with the agreement of those juridical persons.
2. After merger, the merged juridical person shall terminate; the civil rights and obligations of such juridical person may be transferred to the merging juridical person.

Article 106. Dividing and Splitting Up of a Juridical Person

1. A juridical person may be divided or split up into many juridical persons in accordance with the decision of the competent State authority or in accordance with the decision of the competent body of the juridical person which has been stipulated by the charter of the juridical person.
2. After division, the divided juridical person shall terminate; the civil rights and obligations of such juridical person may be transferred to the new juridical persons in accordance with the decision to divide the juridical person consistent with the purpose of operation of the juridical person.
3. After splitting up, the juridical persons shall perform their own rights and obligations consistent with the purpose of operation of such juridical persons.

Article 107. Dissolution of a Juridical Person

1. A juridical person may be dissolved in the following circumstances:
 - a. In accordance with the decision of the competent State authority;
 - b. In accordance with the decision of the competent body of the juridical person which has been stipulated by the charter of the juridical person; [or]
 - c. Upon the expiry of the term of operation stated in the charter or in the decision of the competent State authority on the establishment of the juridical person.
2. Before dissolution, a juridical person must perform its obligations with respect to its property⁽¹⁹⁾ and must have approval from the competent State authority.

17. The disappearing entity.

18. The surviving entity.

19. The Vietnamese term "*tji sphi*" literally means "property" or "assets"; but in this context, it may mean both "assets and liabilities".

Article 108. Termination of a Juridical Person

1. A juridical person terminates in the following circumstances:
 - a. Consolidation of a juridical person, the merging of a juridical person and the division of a juridical person in accordance with the provisions of Article 104, Article 105 and Article 106 of this Code;
 - b. Dissolution in accordance with the provisions of Article 107 of this Code; [or]
 - c. Declaration of bankruptcy in accordance with the provisions of the law on bankruptcy.
2. The juridical person is terminated as from the time its name is removed from the juridical person registry.

Article 109. Re-establishment of a Juridical Person

1. A juridical person which has been dissolved or declared bankrupt may be re-established in accordance with a decision of the competent State authority.
2. After re-establishment, the juridical person shall continue to exercise the rights and perform the obligations of the juridical person.

Section 2

TYPES OF JURIDICAL PERSONS

Article 110. Types of Juridical Persons

1. Juridical persons include the following types:
 - a. State agencies, units of the armed forces;
 - b. Political organisations, socio-political organisations;
 - c. Economic organisations;
 - d. Social organisations, socio-professional organisations;
 - e⁽²⁰⁾. Social funds, charitable funds; [and]
 - f. Other organisations which fully meet the conditions provided for under Article 94 of this Code.
2. The organisational and operational rules of the types of juridical persons shall be provided by law depending on the purpose of operation of each type of juridical person.

Article 111. A Juridical Person That Is a State Agency or Unit of the Armed Forces

1. A State agency and unit of the armed forces to which the State has allocated property to perform the functions of State management, social and cultural activities and to perform other functions which are not for commercial purposes are juridical persons when participating in civil relations.
2. A State agency or unit of the armed forces shall bear civil liability in connection with the performance of its functions and duties with the fundings allocated to it from the State budget.
3. In circumstances where a State agency or unit of the armed forces engages in an activity generating revenues in accordance with the provisions of law, [it] must bear civil liability related to the activity generating revenues with the property obtained from such activity.

Article 112. A Juridical Person That Is a Political Organisation or Socio-Political Organisation

1. A political organisation or socio-political organisation which manages, uses or disposes of property under its ownership for the purpose of achieving political or social goals in accordance with its charter is a juridical person when participating in civil relations.
2. The property of a political organisation or of a socio-political organisation may not be distributed to [its] members.

20. See footnote to Article 12(2d).

3. A political organisation or socio-political organisation shall bear civil liability with its own property, with the exception of the property which according to the provisions of law cannot be used for bearing civil liability.

Article 113. A Juridical Person That is an Economic Organisation

1. A State enterprise, co-operative, limited liability company, joint-stock company, enterprises with foreign investment capital and other economic organisations fully meeting the conditions stipulated in Article 94 of this Code are juridical persons.
2. An economic organisation must have a charter approved by the competent State authority.
3. An economic organisation bears civil liability with its own property.

Article 114. A Juridical Person That Is a Social Organisation or Socio-Professional Organisation

1. A social organisation or socio-professional organisation which is permitted to be established and has its charter approved by the competent State authority, and has members who are individuals or organisations voluntarily contributing property or membership fees for the purpose of supporting the common needs of the members and purpose of the association, is a juridical person when participating in civil relations.
2. A social organisation or socio-professional organisation shall bear civil liability with its own property.
3. A member shall not bear civil liability with his/her own property for the performance of civil obligations of the social organisation or socio-professional organisation.
4. In circumstances where the social organisation or the socio-professional organisation terminates operations, the property of the organisation shall not be distributed to its members but [it] must be settled in accordance with the provisions of law.

Article 115. A Juridical Person That Is a Social Fund or Charitable Fund

1. A social fund or charitable fund which is permitted to be established and has its charter approved by the competent State authority and operates for the purpose of encouraging the development of culture, science and charity and other social and humanitarian purposes which are not for the purpose of receiving profits is a juridical person when participating in civil relations.
2. The property of a social fund or charitable fund shall be managed, used and disposed of in accordance with the provisions of law and consistent with the purpose of operation of the fund stipulated by its charter.
3. A social fund or charitable fund is only permitted to engage in the activities stipulated in the charter approved by the competent State authority and within the extent⁽²¹⁾ of the fund's property, and must bear civil liability with such property.
4. The organisation which establishes a social fund or charitable fund must not bear civil liability with the property under its ownership with respect to the activities of the fund and may not distribute the property of the fund during the course of the fund's operations.

In circumstances where the social fund or charitable fund terminates operations, the property of the fund may not be distributed to its founding members but [it] must be settled in accordance with the provisions of law.

21. The original Vietnamese phrase is "*phạm vi tài sản*" which may also be translated as "scope of property" in English.

Chapter IV
FAMILY HOUSEHOLDS AND CO-OPERATIVE GROUPS

Section 1
FAMILY HOUSEHOLDS

Article 116. Family Households

1. Family households in which members have property in common to engage in common economic activities in relations involving land use in agricultural, forestry and fishing activities and in a number of other economic and production areas provided by law are subjects in such civil relations.
2. Family households to which land for residential purposes has been allocated are also subjects in civil relations related to such residential land.

Article 117. The Representative of a Family Household

1. The head of a household is the representative of the family household in civil transactions for the common interests of the household. The father, mother or another member who has attained adulthood may be the head of the household.
The head of a household may authorise another member who has attained adulthood to act as representative of the household in civil transactions.
2. Civil transactions established and performed in the common interest of the household by the representative of a family household gives rise to rights and obligations for the entire family household.

Article 118. Property in Common of a Family Household

The property in common of a family household includes property which the members of the household create together or which are given as a gift to the whole, and other property which the members agree is the property in common of the household.

The legally valid land use rights of a family household are also the property in common of the household.

Article 119. The Civil Liability of a Family Household

1. A family household shall bear civil liability regarding the exercise of civil rights and performance of civil obligations which the representative has established and performed in the name of the family household.
2. A family household shall bear civil liability with the property in common of the household; if the property in common of the household is insufficient to fulfil the common obligations of the household, the members must bear joint liability with their own, separate property.

Section 2
CO-OPERATIVE GROUPS

Article 120. Co-operative Groups

1. Co-operative groups which are formed on the basis of a co-operation contract authenticated by the People's Committee of the village, ward or town and entered into by three or more individuals who jointly contribute property and effort in order to perform certain tasks and to mutually enjoy benefits and jointly bear liabilities, are subjects in civil relations.
A co-operative group which fully meets the conditions to become a juridical person in accordance with the provisions of law shall register its activities as a juridical person with the competent State authority.
2. A co-operation contract shall have the following principal contents:

- a. The purpose and term of the co-operation contract;
- b. The surname, given name and place of residence of the head of the group and the members of the group;
- c. The levels of property contribution, if any; the methods for distributing fruits⁽²²⁾ and income among the group members;
- d. The rights, obligations, and liabilities of the head of the group and of the members of the group;
- e⁽²³⁾. The conditions for accepting new group members and for leaving the co-operative group;
- f. The conditions for terminating the co-operative group; [and]
- g. Other agreements.

Article 121. Members of a Co-operative Group

Members of a co-operative group are individuals who are a full eighteen years of age or older and who have full capacity for civil acts.

A co-operative group shall have the right to enter into labour contracts with persons who are not members [of the group] to perform certain tasks.

Article 122. The Representative of a Co-operative Group

1. The representative of a co-operative group in civil transactions is the head of the co-operative group appointed by the members of the group.
The head of the co-operative group may authorise a group member to perform a number of particular tasks necessary for the group.
2. Civil transactions established and performed by the representative of the co-operative group for the purpose of the operation of the group in accordance with the decision of a majority of the group members gives rise to rights and liabilities for the entire co-operative group.

Article 123. Property of a Co-operative Group

1. Property contributed or jointly created by group members, and property which has been given as a gift to the whole is the property in common of the co-operative group.
2. The members of the group shall manage and use the property of the group in accordance with the method agreed upon.
3. The disposal of property which is the production material⁽²⁴⁾ of the co-operative group must be agreed upon by all the group members; with respect to other types of property in common, [it] must be agreed upon by a majority of the group members.

Article 124. Obligations of a [Co-operative] Group Member

A [co-operative] group member has the following obligations:

1. Implement the co-operation in accordance with the principles of equality, mutual benefits, mutual assistance and ensuring the common interests of the co-operative group; [and]
2. Compensate the co-operative group for damage caused by his/her own fault.

Article 125. Rights of a [Co-operative] Group Member

22. The original Vietnamese term is "*hoa lii*" which is defined in Article 182 of the Civil Code as meaning "natural products which a property engenders".
23. See footnote to Article 12(2e).
24. Though the literal English translation of the Vietnamese phrase "*tō lii'u sphen xuÇt*" is "production materials", it appears likely that the intent of the drafters was a concept closer to "means of production" or "capital assets".

A [co-operative] group member has the following rights:

1. Receive fruits and income received from the activities of the co-operative group in accordance with the agreement; [and]
2. Participate in deciding on issues relevant to the activities of the co-operative group, and inspect the activities of the group.

Article 126. The Civil Liability of a Co-operative Group

1. A co-operative group must bear civil liability regarding the performance of civil obligations established and performed by [its] representative in the name of the co-operative group.
2. A co-operative group shall bear civil liability with the property in common of the group; if the property in common is insufficient for the performance of the common obligations of the group, the group members must jointly bear liabilities according to a ratio corresponding to the portion of their own contributed property.

Article 127. Acceptance of New Group Members

A co-operative group may accept new group members, if consented to by a majority of the group members, except in circumstances where otherwise agreed.

Article 128. Leaving a Co-operative Group

1. A group member shall have the right to leave the co-operative group in accordance with the conditions agreed upon.
2. A group member leaving the co-operative group shall have the right to demand the return of the property which he/she has contributed to the co-operative group and to be distributed his/her share of the property in the block of property in common, and must settle his/her obligations with respect to the group as agreed; if the distribution of property in kind would affect the continuation of the group's operation, the property shall be valued in money for distribution.

Article 129. Termination of a Co-operative Group

1. A co-operative group terminates in the following circumstances:
 - a. Upon the expiry of the term stated in the co-operation contract;
 - b. The purpose of the co-operation has been achieved; [and/or]
 - c. The members of the group agree to terminate the co-operative group.In cases of termination, the co-operative group must notify the People's Committee of the village, ward or town which authenticated the co-operation contract.
2. A co-operative group may be terminated in accordance with a decision of the competent State authority in the circumstances stipulated by law.
3. Upon a termination, a co-operative group must settle the debts of the group; if the property in common is insufficient to repay the debts, the group members' separate property must be used for the settlement in accordance with the provisions of Article 126 of this Code.
In circumstances where the debts have been settled and property in common still remains, [it] shall be divided among the group members in proportion to the portions contributed by each person, except in circumstances where otherwise agreed.

Chapter V
CIVIL TRANSACTIONS

Article 130. Civil Transactions

Civil transactions shall be unilateral legal acts or contracts of individuals, juridical persons and other subjects, which give rise to, change or terminate civil rights and civil obligations.

Article 131. The Conditions for Civil Transactions to Become Effective

A civil transaction becomes effective when [it] fully meets the following conditions:

1. The persons participating in the transaction have the capacity for civil acts;
2. The purpose and contents of the transaction shall not be contrary to the law and social morality;
3. The persons participating in the transaction shall [act] entirely voluntarily; [and]
4. The form of transaction must accord with the provisions of law.

Article 132. Objectives of Civil Transactions

The objectives of civil transactions are the legal interests which the parties wish to achieve upon the establishment of such transaction.

Article 133. Forms of Civil Transactions

Civil transactions shall be expressed verbally, in writing or through specific acts.

In circumstances where the law stipulates that civil transactions must be expressed in writing, notarised by a State notary public, authenticated, registered or permitted, such stipulations must be complied with.

Article 134. Conditional Civil Transactions

In circumstances where the parties have an agreement on the conditions which give rise to or cancel a civil transaction, the civil transaction shall arise or be cancelled upon the occurrence of such conditions.

Article 135. Interpretation of Civil Transactions

1. The interpretation of a civil transaction must be based on the actual intent of the parties upon the establishment of the transaction and on the objective of such transaction.
2. In circumstances where civil transactions may be capable of having different meanings, [they] must be interpreted in accordance with the meaning consistent with the objective of the transactions and in accordance with the customary practice of the place where the transactions are established; if the party with an economically superior position introduces into a civil transaction contents which adversely affect the party with an economically inferior position, then the civil transaction shall be interpreted in a manner tending to benefit the party with inferior economic advantages.

Article 136. Invalid Civil Transactions

Civil transactions lacking one of the conditions stipulated in Article 131 of this Code shall be invalid.

Article 137. Civil Transactions Invalid Due to Violations of Prohibitory Provisions of Law or Due to Contravening Social Morality

1. Civil transactions having contents which violate prohibitory provisions of law or which are contrary to social morality shall be invalid; the transacted property and the fruits and income gained [therefrom] shall be confiscated and appropriated into the State fund.
2. In circumstances where damage arises and all the parties are at fault, each party shall bear its own portion of the damage; if only one party is at fault, such party must compensate the other party[ies] for damage.

Article 138. Civil Transactions Invalid Due to Falsification⁽²⁵⁾

When parties establish a civil transaction falsely for the purpose of concealing another transaction, such false transaction shall be invalid, and the transaction which is concealed shall still be valid, except in circumstances where such [concealed] transaction is also invalid according to the provisions of this Code; if a transaction is not established for the purpose of giving rise to rights and obligations of the parties, [it] shall also be considered invalid.

Article 139. Civil Transactions Invalid Due to Non-Compliance With Provisions as to Forms

25. False dealings.

In circumstances where the law stipulates that a civil transaction shall be invalid if [it is] not expressed in writing, notarised by a State notary public, authenticated, registered or permitted, a court or another competent State authority, upon the request of one of the parties or all the parties, may decide to order the parties to implement the provisions on the form of the transaction within a [certain] period of time; if not implemented within the [above] period of time, the transaction shall then be invalid. The party at fault which makes the transaction invalid must compensate for damage.

Article 140. Civil Transactions Invalid Due To Establishment and Performance By Minors, or Persons Who Have Lost Their Capacity for Civil Acts or Whose Capacity for Civil Acts Is Restricted

1. When a civil transaction is established and performed by minors, or persons who have lost their capacity for civil acts or whose capacity for civil acts is restricted, a court, upon the request of the representative of such persons, shall declare such transaction to be invalid, if the law stipulates that such transaction must be established and performed by the representative of such persons.
2. A party which knows that the person undertaking the transaction with it is a minor, or a person who has lost his/her capacity for civil acts or whose capacity for civil acts is restricted, yet still proceeds with such transaction, must compensate the minor, or person who has lost his/her capacity for civil acts or whose capacity for civil acts is restricted for damage in accordance with the request of his/her representative.

Article 141. Civil Transactions Invalid Due to Misunderstanding

1. When a party has established a transaction due to its misunderstanding of the principal contents of the transaction, [it] shall have the right to demand that the other party change the contents of such transaction; if the other party does not accept the demand for change from the party which has misunderstood, the latter shall have the right to request a court to declare the transaction to be invalid.
2. When a civil transaction is invalid due to misunderstanding, the party at fault which causes such misunderstanding to arise must compensate for damage.

Article 142. Civil Transactions Invalid Due to Being Deceived or Threatened

1. Where a party participates in a civil transaction due to being deceived or threatened, [it] shall have the right to request a court to declare such civil transaction to be invalid.
Deception in a civil transaction is an intentional act of a party for the purpose of misleading the other party as to [the identity of] parties⁽²⁶⁾ [to the transaction] and the nature of the subject or the contents of the transaction on the basis of which [the misled party⁽²⁷⁾] has established the transaction.
A threat in a civil transaction is an intentional act of a party which causes fear to the other party, whereby the latter must undertake a civil transaction in order to avoid damage to life, health, honour, reputation, dignity [and/or] property of the [threatened] party or its relatives.
2. The party committing a deception or threat must compensate the other party for damage.

26. "Parties" here stands for the Vietnamese term "*chủ thể*" which is translated elsewhere as "subject", but translated here as "parties" for the sake of clarity.

27. It is not clear if the deception must be committed by the party who/which establishes a civil transaction with the deceived party or if the deception may be committed by a third party for the purpose of causing the deceived party to establish a civil transaction with another party.

The transacted property, and the fruits and income of the party committing the deception or threat shall be confiscated and appropriated into the State fund.

Article 143. Civil Transactions Invalid Due to Being Established By Persons Incapable of Being Aware of Their Own Acts

A person who has the capacity for civil acts but has established a civil transaction at a time when he/she was unable to be aware of or control his/her own acts shall have the right to request a court to declare such civil transaction to be invalid.

A person who knows or should have known that he/she is establishing a civil transaction with a person who is incapable of being aware of or controlling his/her own acts, but still establishes such, must compensate for damage.

Article 144. Partially Invalid Civil Transactions

A civil transaction shall be partially invalid when a part of the transaction is invalid, but the validity of the remaining parts of the transaction is not affected.

Article 145. Time Limit for Requesting A Court to Declare a Civil Transaction Invalid

1. The time limit to request a court to declare a civil transaction invalid as provided in Article 140, Article 141, Article 142 and Article 143 of this Code is one year, as from the date of establishment of the civil transaction.
2. With respect to civil transactions provided in Article 137, Article 138 and Article 139 of this Code, there is no restriction as to the time for requesting a court to declare the transaction invalid.

Article 146. Legal Consequences of Invalidity of Civil Transactions

1. An invalid civil transaction shall not give rise to civil rights and obligations of the parties as from the moment of [its] establishment.
2. When a civil transaction is invalid, the parties shall [be] restore[d to] their original state and shall return to each other what they have received; if it cannot be returned in kind, repayment must be made in money. The party at fault which causes damage must compensate.
Depending on each case and upon examination of the nature of the invalid transaction, the transacted property and the fruits and income received may be confiscated in accordance with the provisions of law.

Article 147. Protection of the Interests of a Bona Fide Third Party When A Civil Transaction Is Invalid

In circumstances where a civil transaction is invalid but the transacted property has already been transferred to a bona fide third party through another transaction, then such transaction with the third party shall still be valid; if the transacted property is confiscated and appropriated into the State fund or is returned to the person who has the right to receive such property, the third party shall have the right to demand the person with whom he/she had established the transaction to compensate for damage.

**Chapter VI
REPRESENTATION**

Article 148. Representation

1. Representation shall mean a person (referred to as the "representative") acting in the name of another person (referred to as the "represented person") to establish and perform a civil transaction within the authorised scope of representation.

2. Individuals, juridical persons and other subjects may establish and perform civil transactions through a representative. An individual shall not allow⁽²⁸⁾ another person to represent him/her, if the law stipulates that he/she must establish and perform the transaction him/herself.
3. Relationships involving representation shall be established in accordance with the provisions of law or in accordance with the authorisation.
4. A represented person has the civil rights and obligations arising from the civil transaction established and performed by his/her representative within the authorised scope of representation.

Article 149. Representation at Law

Representation at law shall mean a representation which is stipulated by law or which is decided on by the competent State authority.

Article 150. Representatives at Law

Representatives at law include:

1. The father and/or mother with respect to children who are minors;
2. The guardian with respect to wards;
3. The person appointed by a court with respect to persons whose capacity for civil acts is restricted;
4. The head of the juridical person in accordance with the provisions of the charter of the juridical person or in accordance with the decision of the competent State authority;
5. The head of the family household with respect to family households;
6. The head of the co-operative group with respect to co-operative groups; [and]
7. Other persons in accordance with the provisions of law.

Article 151. Authorised Representation

1. Authorised representation shall mean a representation which is established under an authorisation between the representative and the represented person.
2. An authorisation must be made in writing.

Article 152. Authorised Representatives

1. Individuals, [and] the representatives at law of juridical persons, family households [and] co-operative groups may authorise another person consistent with the provisions of this Code to establish and perform a civil transaction in their name.
2. Minors, [and] persons who have lost their capacity for civil acts or whose capacity for civil acts is restricted may not act as authorised representatives.

Article 153. The Scope of Authority of Representation

1. A representative at law has the authority to establish and perform all civil transactions in the interests of the represented person, except in circumstances where the law otherwise provides or where the competent State authority otherwise decides.
2. The scope of authorised representation shall be established in accordance with a power of attorney⁽²⁹⁾.
3. The representative may only perform a civil transaction within the scope of authority of representation.

28. The English term "allow" does not fully reflect the meaning of the Vietnamese term "ñĩ" which normally denotes an act or omission leading to consequences.

29. The phrase "in accordance with a power of attorney" is used to reflect the Vietnamese phrase which has been used in this particular clause.

4. The representative must inform the third party/parties in the civil transaction of his/her scope of authority of representation.
5. A representative shall not perform [on behalf of the represented person] a civil transaction with him/herself or with a third party whom the representative also represents.

Article 154. Consequences of a Civil Transaction Which Is Established and Performed By a Person Who Does Not Have the Authority of Representation

1. Civil transactions established and performed by a person who does not have the authority of representation shall not give rise to rights and obligations with respect to the represented person, except in circumstances where the represented person gives consent [thereto]; if consent was not given, the person who does not have the authority of representation must perform the obligations with respect to the person with whom he/she had effected the transaction, except in circumstances where such person knew or should have known of the unauthorised representation.
2. A person who effected a transaction with a person who did not have the authority of representation shall have the right to unilaterally cease the performance of, or to cancel the civil transaction which has been established and to demand compensation for damage, except in circumstances where such person knew or should have known about the unauthorised representation, yet still effected the transaction.

Article 155. Consequences of a Civil Transaction Established and Performed Ultra Vires by a Representative

1. A civil transaction which is established and performed ultra vires by a representative shall not give rise to rights and obligations with respect to the represented person; except in circumstances where the represented person gives consent [thereto]; if consent was not given, the representative must have the responsibility of performing the obligations with respect to the person with whom he/she has effected the transaction for the portion of the civil transaction which has been effected ultra vires.
2. The person who effected a transaction with [such] representative shall have the right to unilaterally cease the performance of, or to cancel the civil transaction with respect to the portion which is effected ultra vires or with respect to the entire civil transaction, and to demand compensation for damage, except in circumstances where such person knew or should have known that the authority of representation was exceeded, yet still effected the transaction.
3. In circumstances where the representative and the person effecting a transaction with the representative intentionally establish and perform the civil transaction ultra vires, thereby causing damage to the represented person, [they] must bear joint liability to compensate.

Article 156. Termination of Representation With Respect to Individuals

1. The representation at law of an individual terminates in the following circumstances:
 - a. The represented person has attained adulthood or his/her capacity for civil acts has been restored;
 - b. The representative or the represented person dies;
 - c. The representative loses his/her capacity for civil acts or his/her capacity for civil acts is restricted; [and/or]
 - d. Other circumstances stipulated by law.
2. The authorised representation of an individual terminates in the following circumstances:
 - a. Upon the expiry of the term of the authorisation or upon the completion of the authorised activities;

- b. The authorising person revokes the authorisation or the authorised person renounces the authorisation; [and/or]
- c. The authorising person or the authorised person dies, loses the capacity for civil acts, his/her capacity for civil acts is restricted or he/she is declared by a court to be missing or dead.

Upon the termination of the authorised representation, the representative must complete the settlement of property obligations with the represented person or with the heir of the represented person.

Article 157. Termination of Representation With Respect to Juridical Persons

- 1. The representation at law of a juridical person terminates when the juridical person terminates.
- 2. The authorised representation of a juridical person terminates in the following circumstances:
 - a. Upon the expiry of the term of authorisation or the completion of the authorised activities;
 - b. The representative at law of the juridical person revokes the authorisation; [or]
 - c. The juridical person terminates.

Chapter VII
TIME LIMITS⁽³⁰⁾

Article 158. Time Limits

- 1. A time limit is the length of time determined from one point of time to another point of time.
- 2. A time limit may be determined by [using] hours, days, weeks, months and/or years or by an event which may occur.

Article 159. Application of the Method for Calculating Time Limits

- 1. The method for calculating a time limit shall be applied in accordance with the provisions of this Code, except in circumstances where it is otherwise agreed upon or laws have other provisions on the method for calculating the time limit.
- 2. The time limit shall be calculated according to the Gregorian calendar.

Article 160. Provisions on Time Limits and Points of Time For Calculating Time Limits

- 1. In circumstances where the parties have an agreement on a time limit which is one year, half a year, a month, half a month, a week, a day or an hour, and where the lengths of time do not take place consecutively, such time limit is calculated as follows:
 - a. One year shall be 365 days;
 - b. Half a year shall be six months;
 - c. One month shall be 30 days;
 - d. Half a month shall be 15 days;
 - e⁽³¹⁾. One week shall be 7 days;
 - f. One day shall be 24 hours; [and]
 - g. One hour shall be 60 minutes.
- 2. In circumstances where the parties have an agreement on a point of time which is at the beginning of a month, the middle of a month or the end of a month, such point of time is stipulated as follows:

30. The Vietnamese term "*thời hạn*" can be translated as "time limits", "term" and "duration".

31. See footnote to Article 12(2e).

- a. The beginning of a month shall be the first day of the month;
 - b. The middle of a month shall be the 15th day of the month; [and]
 - c. The end of a month shall be the last day of the month.
3. In circumstances where the parties have an agreement on a point of time which is at the beginning of a year, the middle of a year or the end of a year, such point of time is stipulated as follows:
- a. The beginning of a year shall be the first day of January;
 - b. The middle of a year shall be the last day of June; [and]
 - c. The end of a year shall be the last day of December.

Article 161. The Moment At Which a Time Limit Shall Commence

1. When a time limit is determined using hours, the time limit shall commence from the defined moment.
2. When a time limit is determined using days, weeks, months or years, the first day of the time limit shall not be taken into account, but the calculation of the time limit shall commence from the day following the defined date.
3. When a time limit begins from [the occurrence of] an event, the date upon which the event occurs shall not be taken into account, but the calculation shall commence from the day following the date of occurrence of the event.

Article 162. The End of a Time Limit

1. When a time limit is calculated using days, the time limit shall end at the moment which ends the last day of the time limit.
2. When a time limit is calculated using weeks, the time limit shall end at the moment which ends the corresponding day of the last week of the time limit.
3. When a time limit is calculated using months, the time limit shall end at the moment which ends the corresponding day of the last month of the time limit; if the month in which the time limit ends does not have a corresponding day, the time limit shall end on the last day of such month.
4. When a time limit is calculated using years, the time limit shall end at the moment which ends the corresponding date and month of the last year of the time limit.
5. When the last day of a time limit is a Sunday or public holiday, the time limit shall end at the moment which ends the next working day following such holiday.
6. The point of time which ends the last day of a time limit shall be at exactly twelve o'clock at night on that day.

Chapter VIII

STATUTE OF LIMITATIONS

Article 163. Statute of Limitations

The statute of limitations is a time limit stipulated by law where upon its expiry, a subject may enjoy civil rights, be released from civil obligations or lose the right to initiate a legal action.

Article 164. Types of Statute of Limitations

The statute of limitations applicable in this Code shall include the following types:

1. The statute of limitations for enjoying civil rights is the time limit where upon its expiry, the subject shall enjoy civil rights;
2. The statute of limitations for a release from civil obligations is the time limit where upon its expiry, the person which has the civil obligations is released from the performance of such obligations; [and]

3. The statute of limitations for initiating a legal action is the time limit in which a subject shall have the right to initiate a legal action to request a court or another competent State authority to protect the legal rights and interests which are infringed upon; if such time limits expire, the right to initiate a legal action shall be lost.

Article 165. The Method for Calculating the Statute of Limitations

The statute of limitations shall be calculated from the point of time which begins the first day and shall end at the point of time which ends the last day of the statute of limitations.

Article 166. The Effectiveness of the Statute of Limitations for Enjoyment of Civil Rights and Release from Civil Obligations

1. Where the law stipulates that a subject may enjoy civil rights or be released from civil obligations under a statute of limitations, the enjoyment of civil rights or release from civil obligations shall take effect only after the statute of limitations ends.
2. The statute of limitations for enjoyment of civil rights shall not be applicable in the following circumstances:
 - a. The possession of property under the People's ownership without a legal basis; [and]
 - b. The enjoyment of personal rights which are not connected with property.
3. The statute of limitations for release from civil obligations shall not be applicable to the performance of civil obligations to the State.

Article 167. The Continuity of the Statute of Limitations for Enjoyment of Civil Rights or Release From Civil Obligations

1. The statute of limitations for enjoyment of civil rights or release from civil obligations shall be of a continuous nature from the time of its beginning to its expiry; if there is an event which causes an interruption, the statute of limitations must be re-calculated *ab initio*, after the event which causes the interruption ends.
2. The statute of limitations for enjoyment of civil rights or release from civil obligations shall be interrupted when there is one of the following events:
 - a. There is a resolution from the competent State authority with respect to the civil rights and obligations to which a statute of limitations currently applies; [and/or]
 - b. The civil rights and obligations to which a statute of limitations currently applies is disputed by a person with related rights and obligations.
3. The statute of limitations shall also be calculated continuously in circumstances where the enjoyment of civil rights or release from civil obligations or the right to initiate a legal action is legally transferred to other persons.

Article 168. Commencement of the Statute of Limitations for Initiating a Legal Action

The commencement of the statute of limitations for initiating a legal action shall be calculated as from the time the legal rights and interests are infringed upon, except in circumstances where the law otherwise provides.

Article 169. Non-applicability of the Statute of Limitations for Initiating a Legal Action

The statute of limitations for initiating a legal action shall not apply in the following circumstances:

1. Request to return property under the ownership of the People;
2. Request to protect personal rights which are infringed upon, except in circumstances where the law otherwise stipulates; [and]
3. Other circumstances stipulated by law.

Article 170. Time Periods Which Shall Not Be Included in the Statute of Limitations for Initiating a Legal Action

1. A time period shall not be included in the statute of limitations for initiating a legal action in circumstances where one of the following events occurs:
 - a. There is an event of force majeure or other objective hindrance occurs which renders a person with the right to initiate a legal action unable to initiate the legal action within the limit of the statute of limitations;
 - b. The person with the right to initiate a legal action is currently a minor or currently has lost his/her capacity for civil acts or whose capacity for civil acts is currently restricted but who does not yet have a representative; [or]
 - c. The representative of a minor or person who loses the capacity for civil acts or whose capacity for civil acts is restricted dies, and there is not yet a replacement representative or due to other legitimate reasons, such representation cannot be continued.

An event of force majeure is an event which occurs objectively and which cannot be foreseen and cannot be remedied, despite having taken all possible necessary measures within the capabilities [of the parties in question].
2. The time period not included in the statute of limitations for initiating a legal action in circumstances where the event stipulated at Point b or Point c of Clause 1 of this Article occurs shall not exceed one year, as from the date the event occurs.

Article 171. Re-commencement of a Statute of Limitations for Initiating a Legal Action

1. The statute of limitations for initiating a legal action shall re-commence in the following circumstances:
 - a. The obligor has acknowledged part or all of its obligations;
 - b. The obligor has fulfilled part of its obligations to the person initiating the legal action;
 - c. The parties have reconciled with each other.
2. The statute of limitations shall re-commence from the date following the date upon which an event stipulated in Clause 1 of this Article occurs.

PART TWO
PROPERTY AND OWNERSHIP RIGHTS

Chapter I
GENERAL PROVISIONS

Article 172. Property

Property includes tangible⁽³²⁾ objects, money or papers which can be valued in terms of money and property rights.

Article 173. Ownership Rights

Ownership rights include the owner's right to possession, right to use and right to dispose of property in accordance with the provisions of law.

Owners are individuals who, and juridical persons or other subjects which, have all of the three rights which are the right to possession, the right to use and the right to dispose of property.

Article 174. Registration of the Ownership Rights to Property

Properties for which the law requires a registration of ownership rights must be registered.

Article 175. Protection of Ownership Rights

1. The ownership rights of individuals, juridical persons and other subjects are recognised and protected by law.

2. No one may be deprived of or have his/her ownership rights illegally restricted with respect to his/her property.

An owner shall have the right to protect his/her ownership rights by him/herself [and/or] obstruct any person who commits acts of infringement upon his/her ownership rights, search for and reclaim the property which has been possessed, used or disposed of by another person without a legal basis.

3. In circumstances where it is very necessary due to reasons of national defence, security or the national interests, the State may effect a compulsory purchase of or requisition with compensation of the property of an individual, juridical person or other subject in accordance with the provisions of law.

Article 176. The Basis for Establishing Ownership Rights

Ownership rights to property are established in the following circumstances:

1. Through labour or legal production and business activities;
2. Transfer of ownership rights pursuant to an agreement or pursuant to a decision of the competent State authority;
3. Receipt of fruits and income;
4. Formation of a new object through merging⁽³³⁾, commingling or processioning⁽³⁴⁾;
5. Inheritance of property;

32. A literal translation of the Vietnamese term "*cŭ thŭc*" would be "real", but it appears that the term "tangible" is more appropriate in the context.

33. The Vietnamese term used in this sentence is "*sŷp nhŕp*", which may mean "merging", "integrating", "combining", "joining", "fusing", etc. in English if literally translated.

34. The original Vietnam term used here is "*chÆ biÆn*" which may be translated to English as "processing" or "processioning". However, the term "processioning" is preferred here to distinguish it from the Vietnamese term "*gia cÆng*" used in Article 550(9) which is translated as "processing".

6. Possession under the conditions stipulated by law with respect to abandoned objects, lost objects, objects which have been mislaid, buried or concealed, stray poultry or domestic livestock, and creatures raised underwater which move naturally [to another place];
7. Possession of property without a legal basis, but [which possession] is in good faith, continuous and overt, consistent with the statute of limitations stipulated in Clause 1 of Article 255 of this Code; [and]
8. Other circumstances stipulated by law.

Article 177. The Basis for Terminating Ownership Rights

Ownership rights terminate in the following circumstances:

1. The owner transfers his/her ownership rights to another person;
2. The owner renounces his/her ownership rights;
3. The property is destroyed;
4. The property is disposed of⁽³⁵⁾ in order to perform the owner's obligations;
5. The property is compulsorily purchased [by the State];
6. The property is confiscated;
7. Where other persons have established ownership rights under the conditions stipulated by law over objects which have been lost or mislaid, lost poultry or domestic live-stock and creatures raised underwater which move naturally [to another place]; the property over which other persons have established ownership rights in accordance with the provisions of Clause 1 of Article 255 of this Code; [and]
8. Other bases stipulated by law.

Article 178. The Principle for Exercising Ownership Rights

An owner may perform all acts with respect to [his/her] property according to his/her intent, but [such] shall not cause damage and affect the interests of the State, the interests of the public [or] the legal rights and interests of other persons.

Article 179. Forms of Ownership

On the basis of the policies of the People's ownership, collective ownership and private ownership, the State recognises and protects the forms of ownership which comprise of the People's ownership, ownership by political organisations and socio-political organisations, collective ownership, private ownership, ownership by social organisations and socio-professional organisations, and combined ownership and common ownership⁽³⁶⁾.

Article 180. The Rights of a Person Who Is Not the Owner With Respect to Property

A person who is not the owner of a property [may have] the right to possession, use and disposal of a property which does not belong to his/her ownership pursuant to an agreement with the owner of such property or in accordance with the provisions of law.

Chapter II

TYPES OF PROPERTY

Article 181. Immoveable Property and Moveable Property

1. Immoveable property shall be property which cannot be moved or removed, including:

35. The Vietnamese term is "*xø lủ*" and may mean "dispose", "handle", "resolve", "administer", "treat", "settle", etc.

36. See footnote to Article 229.

- a. Land;
 - b. Residential houses and constructed facilities annexed to the land, including property annexed to such residential houses and constructed facilities;
 - c. Other property annexed to the land; [and]
 - d. Other property stipulated by law.
2. Moveable property shall be that property which is not immovable property.

Article 182. Fruits and Income

1. Fruits are natural products which the property engenders.
2. Incomes are gains received through the exploitation of property.

Article 183. Primary Objects and Auxiliary Objects

1. A primary object is an independent object whose utility can be exploited according to its functions.
2. An auxiliary object is an object which directly services the exploitation of the utility of a primary object, which is a part of the primary object but may be separated from the primary object.

When performing an obligation to transfer a primary object, the auxiliary objects must also be transferred, except in circumstances where otherwise agreed.

Article 184. Severable and Unseverable Objects

1. A severable object is an object which, after being severed, still retains its properties and functions.
2. An unseverable object is an object which, after being severed, cannot retain its original properties and functions.

When it is necessary to divide an unseverable object, [such] must be valued in money for the division.

Article 185. "Tiểu Hao" Objects and "Kháng Tiểu Hao" Objects⁽³⁷⁾

1. A "tiểu hao" object is an object which, after having been used once, loses or is not capable of retaining its original appearance, properties and functions.
A "tiểu hao" object may not be the object of a lease contract or a contract for bailment [without reward].
2. A "kháng tiểu hao" object is an object which, after having been used many times, still substantially retains its original appearance, properties and functions.

Article 186. Objects of a Type and Distinctive Objects

1. Objects of a type are objects which have the same appearance, properties and functions and can be defined by units of measure.
Objects of a type which have the same quality may replace each other.
2. A distinctive object is an object which is distinguishable from other objects by its own characteristics regarding symbol, appearance, colour, material, properties or position.
When performing the obligation to transfer a distinctive object, that particular object must be transferred.

Article 187. Integrative Objects

1. An integrative object is an object comprising of parts or components which fit together and are connected with each other to make up a complete form, whereby if one of the parts or

37. After careful consideration, we prefer to keep the terms "tiểu hao" and "kháng tiểu hao" in Vietnamese. The meanings of these terms can be ascertained in the definitions set forth in the same Article. An English translation may not fully reflect the whole meaning of these terms.

components is missing, or there is a part or component which is not of the right specification or type, [it] cannot be used or [its] utility value will be decreased.

2. When performing the obligation to transfer an integrative object, all the parts or components making up [the object] must be transferred, except in circumstances where otherwise agreed.

Article 188. Property Rights

Property rights are rights which can be valued in money and may be transferred in civil interaction, including intellectual property rights as provided in Part VI of this Code.

Chapter III

THE CONTENTS OF OWNERSHIP RIGHTS

Section 1

THE RIGHT TO POSSESSION

Article 189. The Right to Possession

The right to possession is the right of an owner who, on his/her own, keeps and manages the property under his/her ownership.

A person who is not the owner also shall have the right to possession of property in circumstances where [he/she] is transferred [the right to possession] by the owner or where the law so provides.

Article 190. Possession With a Legal Basis

Possession with a legal basis is the possession of a property in the following circumstances:

1. The owner possesses the property him/herself;
2. A person is authorised by the owner to manage the property;
3. A person is transferred the right to possession through a civil transaction consistent with the intent of the owner;
4. A person discovers and keeps an abandoned property or lost, mislaid, buried, concealed or sunken property consistent with the conditions provided by law; [and]
5. Other circumstances provided by law.

Article 191. The Owner's Right to Possession

In circumstances where the owner him/herself possesses property under his/her ownership, such owner is entitled to perform all acts to keep and manage the property in accordance with his/her intent, but [such acts] shall not be contrary to laws or social morality.

An owner's possession shall not be restricted and [the period of possession shall not be]⁽³⁸⁾ interrupted, except in circumstances where the owner transfers [his/her] possession to another person or where the law otherwise provides.

Article 192. The Right to Possession of a Person Who Manages a Property Under the Authorisation of the Owner

1. When an owner authorises another person to manage [his/her] property, the authorised person shall exercise the right to possession of such property within the scope and according to the method and time period specified by the owner.
2. A person authorised to manage property cannot become the owner with respect to the handed over property according to the basis of the statute of limitations provided in Clause 1 of Article 255 of this Code.

38. It is not clear from the original Vietnamese text if "restricted" and "interrupted" both qualify "the period of possession" or if "restricted" qualifies "an owner's possession" and "interrupted" qualifies "the period of possession".

Article 193. The Right to Possession of the Person to Whom a Property Is Handed Over Through a Civil Transaction

1. When an owner hands over property to another person through a civil transaction whose content does not include the transfer of the ownership rights, the person to whom [the property] is handed over must undertake the possession of such property consistent with the purpose and content of the transaction.
2. The person to whom the property is handed over shall have the right to use [such] property and is entitled to transfer the right to possession and use of the property to another person if the owner gives consent [thereto].
3. The person to whom the property is handed over cannot become the owner with respect to the handed over property according to the basis of the statute of limitations provided in Clause 1 of Article 255 of this Code.

Article 194. The Right to Possession of Lost, Mislaid, Buried, Concealed or Sunken Property and Property Whose Owner Cannot Be Identified

1. A person who discovers lost, mislaid, buried, concealed or sunken property must immediately inform or return [the same] to the owner; if the owner is unknown, [that person] must inform or submit [such property] to the nearest People's Committee of the village, ward or town or the local police station or other competent State authority in accordance with the provisions of law. A person who discovers property whose owner cannot be identified, or a lost, mislaid, buried, concealed or sunken property is entitled to possess such property from the time of discovery to the time at which [the property] is returned to the owner or the time at which [the property] is submitted to the competent State authority.
2. With respect to property which has been dispersed by other persons in order to conceal acts of violation of the law or to evade the performance of a civil obligation, the person who makes the discovery must forthwith inform or hand over [the property] to the competent State authority.

Article 195. Possession Without a Legal Basis But in Good Faith

A possession of property which is not consistent with the provisions of Article 190 of this Code is a possession without a legal basis.

A person who possesses without a legal basis but in good faith is a possessor who does not know and cannot know that the possession of such property is [a possession] without a legal basis.

Article 196. Continuous Possession

The possession of property which has taken place in a period of time without dispute over such property is a continuous possession, including when the property is handed over to another person for possession.

Article 197. Overt Possession

A possession shall be deemed overt when it is undertaken in an explicit manner, without concealment; the property which is currently possessed shall be used in accordance with its functions and utility and shall be taken care of and safeguarded by the possessor as if it were his/her own property.

**Section 2
THE RIGHT TO USE**

Article 198. The Right to Use

The right to use is the right of an owner to exploit the utility and to enjoy the fruits and income from the property.

A person who is not the owner also shall have the right to use the property in circumstances where the owner transfers the right to use or where the law so provides.

Article 199. The Owner's Right to Use

In circumstances where the owner directly exercises the right to use a property under his/her ownership, the owner may exploit the utility and enjoy the fruits and income from the property in accordance with his/her intent, but [such] shall not cause damage and affect the interests of the State, the interests of the public [or] the legal rights and interests of other persons.

Article 200. The Right to Use of a Person Who is Not the Owner

1. The right to use a property may be transferred to another person through a contract or in accordance with the provisions of law.
A person who is not the owner shall have the right to use the property strictly in accordance with the functions and utility, and proper methods [for using the property].
2. A person who possesses without a legal basis but in good faith as stipulated in Article 195 of this Code also shall have the right to exploit the utility and enjoy the fruits and income from the property in accordance with the provisions of law.

Section 3

THE RIGHT TO DISPOSAL

Article 201. The Right to Disposal

The right to disposal is the right of an owner to transfer his/her ownership rights over a property to another person or waive such ownership rights.

An owner shall have the right to sell, exchange, give as a gift, lend, bequeath, or waive [his/her ownership rights] or perform other forms of disposal [of his/her ownership rights] by him/herself with respect to the property.

Article 202. The Conditions for Disposal

The disposal of a property must be performed by a person who has the capacity for civil acts in accordance with the provisions of law.

In circumstances where the law provides for formalities and procedures for disposing of a property, such formalities and procedures must be complied with.

Article 203. Authorisation for Disposal

1. An owner may authorise another person to dispose of his/her property.
2. The person authorised to dispose of the property must perform the disposal consistent with the intent and interests of the owner.

Article 204. Restrictions on the Right of Disposal

1. The right of disposal is restricted with respect to property which has been inventoried⁽³⁹⁾, pledged or mortgaged, and in other circumstances where the law so provides.
2. When property for sale is an antique or an historical or cultural relic, the State has a preemptive right of purchase⁽⁴⁰⁾.

In circumstances where an organisation or an individual has a preemptive right of purchase with respect to a certain property in accordance with the provisions of law, the owner must reserve the preemptive right of purchase for the organisation or individual upon the sale of the property.

39. The Vietnamese term is "*kÁ biÁn*" which denotes the concept of property being listed for possible seizure by the State.

40. Vietnamese is "*quyËn õu tiÁn mua*" which means the priority right to purchase if translated literally.

Chapter IV
FORMS OF OWNERSHIP

Section 1

THE PEOPLE'S OWNERSHIP

Article 205. Property Under the People's Ownership

The land, mountains and forests, rivers and lakes, water sources, natural resources in the ground, resources from the sea, continental shelf and airspace, and the capital and assets invested by the State in enterprises and facilities of branches and areas of economy, culture, society, sciences, technology, foreign affairs and national defence and security, together with other property stipulated by law to be of the State, shall be under the People's ownership.

Article 206. The State Is the Representative of the Owner With Respect to Property Under the People's Ownership

1. The State of the Socialist Republic of Vietnam exercises the rights of the owner with respect to property under the People's ownership.
2. The Government shall uniformly manage and ensure that property under the People's ownership is judicious, efficient and economical.

Article 207. The Management, Use and Disposal of Property Under the People's Ownership

The management, use and disposal of property under the People's ownership shall be performed within the scope and in accordance with the procedures provided by law.

Article 208. Exercising the People's Ownership Rights With Respect to Property Under the Management Authority of State Enterprises

When property under the People's ownership is invested in a State enterprise, the State shall exercise the rights of the owner over such property in accordance with the provisions of law on State enterprises.

Article 209. The Management Authority of State Enterprises With Respect to Property Allocated by the State

A State enterprise has the authority to manage and use the capital, land, natural resources and other property allocated [to it] by the State in accordance with the provisions of the laws on State enterprises.

Article 210. Exercising the People's Ownership Rights With Respect to Property Allocated to State Agencies and Units of the Armed Forces

1. When a property under the People's ownership is allocated to a State agency or unit of the armed forces, the State shall exercise the rights to control and inspect the management and use of such property.
2. State agencies or units of the armed forces have the authority to manage the property allocated [to them] by the State and use [it] for the designated purpose in accordance with the provisions of law.

Article 211. Exercising the People's Ownership Rights With Respect to Property Allocated to Political Organisations and Socio-Political Organisations

1. When a property under the People's ownership is allocated to a political organisation or a socio-political organisation, the State shall exercise the rights to control and inspect the management and use of such property.
2. Political organisations and socio-political organisations have the authority to manage the property allocated [to them] by the State and to use [it] for the designated purpose and [within the designated] scope and in accordance with the methods and procedures stipulated by laws and consistent with the functions and duties stipulated in the charter.

Article 212. Rights of Non-State Enterprises, Family Households, Co-operative Groups and Individuals With Respect to the Use and Exploitation of Property Under the People's Ownership

In circumstances where provided by law and permitted by the competent State authority, non-State enterprises, family households, co-operative groups and individuals may use land and exploit aquacultural product resources and other natural resources under the People's ownership, and must use and exploit [it] effectively and for the designated purpose and to fully perform the obligations to the State in accordance with the provisions of law.

Article 213. Property Under the People's Ownership Which Has Not Been Allocated to an Organisation or Individual for Management

With respect to property under the People's ownership which has not been allocated to an organisation or individual for management, the Government shall organise and perform the protection, investigation and survey [of the property] and shall formulate a plan to exploit [it].

Section 2

**OWNERSHIP BY POLITICAL ORGANISATIONS
AND SOCIO-POLITICAL ORGANISATIONS**

Article 214. Ownership by Political Organisations and Socio-Political Organisations

Ownership by a political organisation or socio-political organisation is the ownership by the whole organisation for the purpose of achieving the common objectives stipulated in the charter.

Article 215. Property Under the Ownership of a Political Organisation or a Socio-Political Organisation

1. Property which is formed from sources of contributions of members, property which is given as a gift to the whole and [property which is formed from] other sources consistent with the provisions of law is property under the ownership of the political organisation or socio-political organisation.

Property under the People's ownership which the State has transferred to a political organisation or socio-political organisation is property under the ownership of such organisation.

2. Property under the People's ownership which the State allocates to a political organisation or socio-political organisation for management and use, is not under the ownership of the political organisation or socio-political organisation.

Article 216. The Possession, Use and Disposal of Property Under the Ownership of a Political Organisation or Socio-Political Organisation.

1. Political organisations and socio-political organisations shall have the right to possession, use and disposal of property under their ownership for the purpose of performing the functions of such organisations.
2. The management and exploitation of the utility of and the disposal of the property under the ownership of a political organisation or a socio-political organisation must comply with the law and accord with the purpose of operation of the political organisation or socio-political organisation which is stipulated in the charter.

Section 3

COLLECTIVE OWNERSHIP

Article 217. Collective Ownership

Collective ownership is the ownership by a co-operative group or other stable collective economic forms in which individuals or family households jointly contribute capital and labour efforts for production

[and/or] business co-operation for the purpose of achieving the common objectives stipulated in the charter, and in accordance with the principles of voluntariness, equality, democracy and joint management and enjoyment of benefits.

Article 218. Property Under Collective Ownership

Property which is formed from sources of contributions of members, legal income from production and business, subsidies/assistance from the State and other sources that accord with the provisions of law shall be property under the ownership of such collective.

Article 219. Possession, Use and Disposal of Property Under Collective Ownership

1. The possession, use and disposal of property under collective ownership must comply with the law, accord with the charter of the collective and ensure the stable development of the collective ownership.
2. Property under collective ownership may be handed over to [its] members to exploit the utility through their labour efforts in production [and/or] business activities in order to service the common need for expanding production and economic development and [to service] the interests and needs of the members.
3. The members of a collective have the preemptive right to purchase, lease or "thuẢ khoỖn"⁽⁴¹⁾ property under collective ownership.

Section 4

PRIVATE OWNERSHIP

Article 220. Private Ownership

Private ownership is an individual's ownership with respect to his/her legal property.

Private ownership includes individual ownership, ownership by small [business] owners⁽⁴²⁾ and ownership by private capitalists⁽⁴³⁾.

Article 221. Property Under Private Ownership

1. Legal revenues, savings, residential houses, means of daily life, means of production, capital, fruits, income and other legal property of an individual is property under private ownership. Legal property under private ownership is not limited in terms of quantity and value.
2. An individual is not entitled to ownership over the property which the law stipulates cannot be under private ownership.

Article 222. Possession, Use and Disposal of Property Under Private Ownership

1. An individual shall have the right to possession, use and disposal of the property under his/her ownership for the purpose of servicing the needs of daily life, consumption or production and business [activities] and other purposes consistent with the provisions of law.
2. The possession, use and disposal of property under private ownership shall not cause damage or affect the interests of the State, the interests of the public or the legal rights or interests of other persons.

Section 5

41. A particular type of lease. For a full definition see the footnote to Article 503.

42. The original Vietnamese term is "tiũu chŨ" which is "small owners" in English if translated literally.

43. The original Vietnamese term is "tũ bŕn tũ nhẢn", which is "private capitalists" in English if translated literally.

**OWNERSHIP BY SOCIAL ORGANISATIONS AND
SOCIO-PROFESSIONAL ORGANISATIONS**

Article 223. Ownership by Social Organisations and Socio-Professional Organisations

Ownership by a social organisation or socio-professional organisation is the ownership by the whole organisation for the purpose of achieving the common objectives of the members as stipulated in the charter.

Article 224. Property Under the Ownership of a Social Organisation, or Socio-Professional Organisation

Property which is formed from sources of contributions of members, property which is given as a gift to the whole and [property which is formed] from other sources consistent with the provisions of law is property under the ownership of that social organisation or socio-professional organisation.

Article 225. Possession, Use and Disposal of Property Under the Ownership of a Social Organisation or Socio-Professional Organisation

Social organisations and socio-professional organisations shall exercise the rights to possession, use and disposal of property under their ownership in accordance with the provisions of law and consistent with the purpose of operation of the organisation as stipulated in the charter.

Section 6

COMBINED OWNERSHIP

Article 226. Combined Ownership⁽⁴⁴⁾

Combined ownership is ownership over property which has been contributed to by owners of different economic sectors for production and business purposes to receive profits.

Article 227. Property Under Combined Ownership

Property which is formed from sources of capital contributions of the owners, from legal profits received from production [and/or] business activities or [property which is formed] from other sources in accordance with the provisions of law is property under combined ownership.

Article 228. Possession, Use and Disposal of Property Under Combined Ownership

The possession, use and disposal of property under combined ownership must comply with the provisions on common ownership⁽⁴⁵⁾ in this Code and the provisions of law relevant to capital contributions, organisation and operation of production and business, management, administration, property liability⁽⁴⁶⁾, and distribution of profits.

Section 7

COMMON OWNERSHIP⁽⁴⁷⁾

Article 229. Common Ownership

Common ownership is the ownership by more than one owner⁽⁴⁸⁾ with respect to a property.

44. The original Vietnamese term is "sê hữu hỗn hợp" which can be translated as "combined", "mixed", "commingled" ownership in English.

45. See footnote to Article 229.

46. The original Vietnamese term is "trách nhiệm về tài sản", which is "responsibilities on property" if translated literally into English.

47. The original Vietnamese term is "sê hữu chung" which is "common ownership" if translated literally. It is substantially similar to the concept of "concurrent ownership" in common law systems.

48. The original Vietnamese term is "chủ sê hữu" which means "owners" in English. In the context of this paragraph, it shall mean "persons".

Common ownership includes partial common ownership⁽⁴⁹⁾ and consolidated common ownership⁽⁵⁰⁾.
The property under common ownership is property in common.

Article 230. Establishment of Common Ownership Rights

Common ownership rights are established in accordance with the agreement of the owners, and in accordance with the provisions of law or in accordance with customary practice.

Article 231. Partial Common Ownership

1. Partial common ownership is common ownership whereby each owner's share of the ownership rights over the property in common is specified.
2. Each of the owners in a partial common ownership has rights and obligations with respect to the property in common ownership corresponding to his/her share of the ownership rights, except in circumstances where otherwise agreed.

Article 232. Consolidated Common Ownership

1. Consolidated common ownership is a common ownership whereby each owner's share of the ownership rights over the property in common is not specified.
Consolidated common ownership includes severable consolidated common ownership and unseverable consolidated common ownership.
2. The owners in consolidated common ownership have equal rights and obligations with respect to the property under common ownership.

Article 233. Common Ownership by Husbands and Wives

1. Common ownership by wife and husband is consolidated common ownership.
2. A wife and husband jointly create and develop a property in common block through the efforts of each person; [and shall] have equal rights in the possession, use and disposal of the property in common⁽⁵¹⁾.
3. A wife and husband shall mutually discuss, or agree with or authorise each other [regarding] the possession, use and disposal of the property in common.
4. The property in common of husband and wife may be severed in accordance with [their] agreement or in accordance with a decision of a court.

Article 234. Common Ownership by a Community

1. Common ownership by a community is the ownership by a family line, [rural] neighbourhood, hamlet, village⁽⁵²⁾, tribal village⁽⁵³⁾, religious community and other communities of inhabitants over the property which is formed according to customary practice, or which is jointly contributed to and raised by the members of the community or which was given as a gift to the whole [community], and [property which is formed] from other sources in accordance with the

49. The Vietnamese term is "*sê hữu chung theo phần*" which literally means "common ownership in parts". However, based on the definition of the term in Article 231, this concept appears similar to the concept of a "tenancy in common" in common law jurisdictions.

50. The original Vietnamese term is "*sê hữu chung tập thể*" which is "consolidated common ownership" if translated literally into English. However, based on the definition of the term in Article 232, this concept appears similar to the concept of a "joint tenancy" in common law jurisdictions.

51. There seems to be an out of place semi-colon in this paragraph. For translation purposes, we have translated it as is.

52. The original Vietnamese terms "*thôn, ấp, làng*", or "neighbourhood, hamlet, village" in English, denote administrative units in rural areas.

53. The Vietnamese term "*buôn*" is solely used to denote villages of ethnic minorities in highland and mountainous areas.

provisions of law for the purpose of satisfying the common legal interests of the entire community.

2. The members of a community jointly manage, use and dispose of the property in common for the interest of the community in accordance with [their] agreement or customary practice, but [such] shall not be contrary to the law and social morality.
3. The property in common of a community is unseverable consolidated property in common.

Article 235. Possession of Property in common

The owners in common ownership shall jointly manage the property in common in accordance with the principle of unanimity, except in circumstances where otherwise agreed or where the law otherwise provides.

Article 236. Use of Property in common

1. Each owner in partial common ownership shall have the right to exploit the utility and enjoy the fruits and income from the property in common corresponding to his/her share of the ownership rights, except in circumstances where otherwise agreed or where the law otherwise provides.
2. The owners in consolidated common ownership have equal rights to exploit the utility and enjoy the fruits and income from the property in common, if not otherwise agreed.

Article 237. Disposal of Property in common

1. Each owner in partial common ownership shall have the right to dispose of his/her own share of the ownership rights in accordance with an agreement or the provisions of law.
2. The disposal of consolidated property in common shall be performed in accordance with the agreement of the owners in the common ownership or in accordance with the provisions of law.
3. In circumstances where an owner in common ownership sells his/her share of the ownership rights, the other owners in the common ownership have the preemptive right of purchase. Such owner shall have the right to sell to other persons if no owner in the common ownership purchases [the share] within three months with respect to property in common which is immovable property and one month with respect to property in common which is moveable property, as from the date the [other] owners receive notice of the sale and the conditions of the sale.
4. In circumstances where one of the owners in the common ownership waives his/her share of the ownership rights or where such person dies leaving no heirs, his/her share of the ownership rights shall belong to the State.

Article 238. Division of Property Under Common Ownership

1. In circumstances where a common ownership is severable, then each owner in the common ownership shall have the right to request a division of the property in common; if the owners in common ownership have agreed not to divide the property in common within a [certain] period of time, then each owner in the common ownership only shall have the right to request a division of the property in common upon the expiry of that period; when the property in common cannot be distributed in kind, then [it] can be valued in money for distribution.
2. In circumstances where a person requests one of the owners in common ownership to perform a payment obligation, then the requesting person shall have the right to request a division of the property in common in order to receive monetary payment and is entitled to participate in the distribution of the property in common, except in circumstances where the law otherwise provides.

Article 239. Common Ownership in a Condominium

1. The areas, equipment and furnishings which are for common use in a condominium belong to the common ownership of all the owners of the apartments in the condominium and cannot be divided.
2. The owners of the apartments in a condominium have equal rights and obligations in the management and use of common areas and equipment⁽⁵⁴⁾.
3. In circumstances where a condominium is destroyed, the owners of apartments in the condominium shall have the right to use the land surface area of such condominium in accordance with the provisions of law.

Article 240. Termination of Common Ownership

A common ownership terminates in the following circumstances:

1. The property in common has been divided up;
2. One of the owners in the common ownership is entitled to enjoy the entirety of the property in common;
3. The property in common no longer exists; [and]
4. Other circumstances in accordance with the provisions of law.

Chapter V

ESTABLISHMENT AND TERMINATION OF OWNERSHIP RIGHTS

Section 1

ESTABLISHMENT OF OWNERSHIP RIGHTS

Article 241. Establishment of Ownership Rights With Respect to Revenues Gained From Labour [and] Legal Business [and] Production Activities

Workers and persons who conduct legal business and production activities have ownership rights over the revenues [gained] from the labour, and legal business and production activities as from the time such revenues are gained.

Article 242. Establishment of Ownership Rights in Accordance with an Agreement

A person to whom a property has been transferred through a contract for the purchase and sale, gift, exchange or loan [of property] shall have the right to own such property, as from the time of receipt of the property, if not otherwise agreed or the law does not otherwise provide.

Article 243. Establishment of Ownership Rights Over Fruits and Income

The owner [and/or] the person using the property have ownership rights over the fruits and income in accordance with an agreement or in accordance with the provisions of law, as from the time such fruits and income are obtained.

Article 244. Establishment of Ownership Rights in Cases of Merger

1. In circumstances where the property of many different owners is merged together to form an unseverable object and it is not possible to determine whether the property which is brought to the merger is a primary object or an auxiliary object, then the newly formed object is the property in the common ownership of such owners; if the property which is brought to the merger is primary objects and auxiliary objects, the newly formed object shall belong to the owner of the primary object, as from the time the new object is formed; the owner of the new property must pay the value of the auxiliary object to the owner of the auxiliary object, if not otherwise agreed.

54. The drafters of the Code have left out the term "furnishings" in this sentence.

2. When a person merges property of another person with his/her own property, even though [he/she] knows or should have known that such property is not his/her own and also does not have the consent of the owner of the property being merged, then the owner of the property being merged has one of the following rights:
 - a. Demand that the person merging the property hand over to him/her the new property and to pay to the person who effected the merger the value of such person's property;
 - b. Demand that the person merging the property pay the value of the portion of his/her property and to compensate for damage, if [the demanding person] does not take the new property.

Article 245. Establishment of Ownership Rights in Cases of Commingling

1. In circumstances where the property of many different owners is commingled together to form a new, unseverable object, then the new object is property in the common ownership of such owners, as from the moment of the commingling.
2. When a person has commingled the property of another person with his/her own property, even though [he/she] knew or must have known that such property is not his/her own and does not have the consent of the owner of the property which has been commingled, then the owner of the property which has been commingled has one of the following rights:
 - a. Demand that the person who has commingled the property hand over to him/her the new property and to pay the commingler the value of the portion of such person's property;
 - b. Demand that the person who has commingled the property pay the value of the portion of his/her property and to compensate for damage, if [the demanding person] does not take the new property.

Article 246. Establishment of Ownership Rights in Cases of Processioning

1. An owner of raw materials which are [supplied for] processioning to form a new object is also the owner of the newly formed object.
2. A bona fide user of raw materials under the ownership of another person for processioning purposes shall become the owner of the new property, but must pay the value of the raw materials and compensate for damage to the owner of such raw materials.
3. In circumstances where a person who effected the processioning is not in good faith, the owner of the raw materials shall have the right to demand that the new object be handed over; if there is more than one owner of the raw materials, these persons are the co-owners of the newly formed object in portions corresponding to the value of the raw materials of each person. The owners of the raw materials which have been processioned not in good faith shall have the right to demand that the person effecting the processioning compensate for damage.

Article 247. Establishment of Ownership Rights With Respect to Abandoned Objects, and Objects Whose Owners Cannot Be Identified

1. An abandoned object is an object in respect of which the owner has waived his/her ownership rights.

The person who has discovered an abandoned object which is moveable property shall have the right to own such property in accordance with the provisions of law; if the discovered object is immovable property, [it] belongs to the State.
2. A person who discovers an object whose owner cannot be identified must inform [such] or submit [it] to the nearest People's Committee of the village, ward or town or the local police station for public announcement so that the owner may be aware [of such] and reclaim [it].

A report on the submission [of the object] must be prepared, in which the surnames and given names and addresses of the submitter and the receiver, and the condition, quantity and volume of the property submitted shall be clearly specified.

The People's Committee or local Police station which received the object must notify the discoverer [of the object] of the outcome of the identification of the owner.

In circumstances where the object whose owner cannot be identified is moveable property, then, if after one year as from the date of the public announcement the owner of [the object] still cannot be identified, such moveable property shall be under the ownership of the discoverer in accordance with the provisions of law; if the object is immovable property, then, if after six years as from the date of the public announcement the owner still cannot be identified, such immovable property shall belong to the State; the discoverer is entitled to enjoy a monetary reward in accordance with the provisions of law.

Article 248. Establishment of Ownership Rights With Respect to Buried, Concealed or Sunken Objects Which Are Found

Ownership rights with respect to buried, concealed or sunken objects which are found but [which] have no owner or whose owner cannot be identified shall be determined as follows, after deducting expenses for searching and taking care of [such objects]:

1. Found objects which are antiques and/or historical and cultural relics shall belong to the State; the person who found the objects is entitled to a monetary reward in accordance with the provisions of law.
2. A person who finds an object which is not an antique or historical or cultural relic but has a large value is entitled to enjoy 50% of the value of the object, [and] the remainder shall belong to the State, and if the object has a small value, [it] shall be under the ownership of the person who found such object, except in circumstances where the law otherwise provides.

Article 249. Establishment of Ownership Rights With Respect to Objects Which Other Persons Have Lost or Mislaid

1. A person who finds an object which another person has lost or mislaid, and who has knowledge of the address of the person who lost or mislaid [the object] must inform or return the object to such person; if [he/she] does not have knowledge of the address of the person who lost or mislaid [the object], [he/she] must inform [such] or submit [it] to the nearest People's Committee of the village, ward or town or the nearest local police station for public announcement so that the owner may become aware [of such] and reclaim [it].

A report on the submission [of the object] must be prepared, in which the surnames, given names and addresses of the person submitting [it] and the person receiving [it], and the condition, quantity and volume of the property submitted shall be clearly specified.

The People's Committee or local police station which received the object must notify the person submitting [the object] of the outcome of the identification of the owner.

2. If after one year, as from the date of the public announcement, the owner of [the object] still cannot be identified, such object shall be under the ownership of the finder; if the object is of large value, then, after deducting the expenses to take care of the object, the finder shall be entitled to receive 50% of the object's value and the remainder shall belong to the State.
3. A lost or mislaid object which is an antique or historical or cultural relic shall belong to the State if after one year passes, as from the date of the public announcement, the owner is not identifiable or no one comes to reclaim [the object]; the person who found the object shall enjoy a monetary reward in accordance with the provisions of law.

Article 250. Establishment of Ownership Over Stray Domestic Livestock

A person who captures a stray must care for [it] and notify the People's Committee of the village, ward or town where he/she resides in order to make a public announcement for the owner to be aware of [the stray] and to reclaim [it]. The owner who reclaims the stray must pay remuneration for raising and caring for [the stray] and for other expenses to the person who captured [it].

If, after six months as from the date of the public announcement, no one comes to reclaim [the stray], the stray shall be under the ownership of the person who captured [it]; if the captured stray is one which is allowed to roam according to customary practice, this time limit shall be one year.

During the period of raising and caring for the stray, the person who captured it shall enjoy one half of [any] offspring born and must compensate for damage if he/she is at fault for intentionally causing the death of the stray.

Article 251. Establishment of Ownership Rights Over Stray Domestic Poultry

In circumstances where a person's domestic poultry are lost and captured by another person, the person who captured [the poultry] must make a public announcement for the owner to be aware [thereof] and to reclaim [the same]. The owner who reclaims the stray domestic poultry must pay remuneration for raising and caring for [the poultry] and for other expenses to the person who captured it.

If, after one month as from the date of the public announcement, no one comes to claim [the poultry], the domestic poultry shall be under the ownership of the person who captured [them].

During the time period of raising [and] caring for the stray domestic poultry, the person who captured [the poultry] shall enjoy the fruits generated from the domestic poultry and must compensate for damage if he/she is at fault for intentionally causing the death of the domestic poultry.

Article 252. Establishment of Ownership Rights Over Creatures Raised Underwater

When a person's creature which is raised underwater moves naturally into the field, pond or lake of another person, [the creature] shall be under the ownership of the person with such field, pond or lake. In circumstances where the creature raised underwater has special characteristic marks from which it is possible to determine that the creature raised is not under the ownership of the person with such field, pond or lake [such person] must make a public announcement for the owner to be aware of [the movement of the creature] and to reclaim [it]. If after one month as from the public announcement date, no one comes to claim the creature raised underwater [it] shall be under the ownership of the person with such field, pond or lake.

Article 253. Establishment of Ownership Rights Due to Inheritance

Heirs shall have ownership rights over inherited property in accordance with the provisions in Part Four of this Code.

Article 254. Establishment of Ownership Rights in Accordance with the Judgement or Decision of a Court or in Accordance with the Decision of Other Competent State Authorities

Ownership rights may also be established based on a judgement or decision of a court or the decision of other competent State authorities.

Article 255. Establishment of Ownership Rights Under a Statute of Limitations⁽⁵⁵⁾

1. A person who possesses or a person who receives benefits from a property without a legal basis but in good faith, continuously and in an overt manner for a period of ten years with respect to moveable property and thirty years with respect to immoveable property, shall become the

55. Similar to adverse possession.

owner of such property, as from the moment of commencing possession⁽⁵⁶⁾, except under the circumstances stipulated in Clause 2 of this Article.

2. A person who possesses property under the People's ownership without a legal basis may not become the owner of such property, regardless of good faith, continuous and overt possession and regardless of the length of time of possession.

Section 2

TERMINATION OF OWNERSHIP RIGHTS

Article 256. The Owner Transfers His/Her Ownership Rights to Other Persons

When an owner transfers his/her ownership rights to other persons through a contract for [the] purchase and sale, [the] exchange, [the] gift or [the] loan [of property] or through inheritance, the ownership rights over the property of such person shall terminate as from the time the ownership rights of the transferee arise.

Article 257. Renunciation of Ownership Rights

An owner may him/herself terminate ownership rights with respect to his/her property by publicly declaring or performing [certain] acts evidencing his/her renunciation of the right to possession, use and disposal of such property.

With respect to property for which a renunciation of such property may cause harm to social order or security or cause environmental pollution, the renunciation of ownership rights must comply with the provisions of law.

Article 258. Property Over Which Other Persons Have Established Ownership Rights

When another person has established ownership rights over a lost or mislaid object, stray domestic livestock or poultry or creatures raised underwater which move naturally in accordance with the provisions in Article 249 to Article 252 of this Code, the ownership rights of the person who had the property shall terminate.

When the ownership rights of a possessor have been established according to the provisions in Clause 1, Article 255 of this Code, the ownership rights of the person whose property is being possessed shall terminate.

Article 259. Disposal of Property in Order to Perform the Obligations of the Owner

1. The ownership rights over property shall terminate when such property is disposed of in order to perform the obligations of the owner in accordance with a decision of a court or other competent State authority, if the law does not provide otherwise.
2. The disposal of property in order to perform the obligations of the owner shall not be applicable with respect to property which cannot be inventoried⁽⁵⁷⁾ according to the provisions of law.
3. The ownership rights of the owner over property which is seized in order to perform the obligations of the owner shall terminate at the time the ownership rights of the recipient of such property arise.
4. The disposal of land use rights shall be performed in accordance with the provisions under Part Five of this Code and the laws on land.

Article 260. Property Which is Destroyed

56. This is the literal translation, in the same order as used in the original Vietnamese text. However, it is not clear if the intended meaning is that ownership rights shall commence from the moment of possession or at the end of the 10 or 30 year period of possession.

57. See footnote to Article 204(1).

When property is destroyed, the ownership rights over such property shall terminate.

Article 261. Property Which is Appropriated

When property is appropriated in accordance with a decision of the competent State authority for defence or security reasons or for the national interest, the ownership rights of the owner over the property of the owner shall terminate as from the time the decision of the competent State authority becomes legally effective.

Article 262. Property Which is Confiscated

When property of an owner is confiscated and placed in the State fund due to the commission of crimes or administrative violations, the ownership rights of the owner over such property shall terminate as from the time the judgement or decision of a court, or a decision from the competent State authority becomes legally effective.

Chapter VI

PROTECTION OF OWNERSHIP

Article 263. Measures for Protecting Ownership

The lawful owner [and/or] possessor, shall have the right to request a court or other competent State authority to compel the person committing acts of infringement upon the ownership rights, or right of possession, to return the property and to terminate the acts which unlawfully hinder the exercise of the ownership rights and right of possession, and [the lawful owner or possessor shall have the right] to demand compensation for damage.

The lawful owner [and/or] possessor, shall have the right to protect property under his/her ownership, or the property currently in his/her lawful possession by measures which accord with the provisions of law.

Article 264. The Right to Reclaim Property

The lawful owner [and/or] possessor, shall have the right to demand that a possessor, a person using the property or a person receiving benefits from a property without a legal basis with respect to property under [the former's] ownership rights or legal right of possession return such property, except under the circumstance stipulated in Clause 1, Article 255 of this Code.

Article 265. The Right to Demand the Prevention or Termination of Acts Which Illegally Hinder the Exercise of Lawful Ownership Rights and Rights of Possession

The lawful owner [and/or] possessor, shall have the right to demand a person committing acts which unlawfully hinder the exercise of his/her ownership rights and right of possession, to terminate such acts; if there is no voluntary termination, [the lawful owner or possessor] shall have the right to request a court or other competent State authority to compel such person to terminate the violating acts.

Article 266. The Right to Demand Compensation for Damages

The lawful owner [and/or] possessor shall have the right to demand a person committing acts of infringement upon his/her ownership rights, and/or right of possession to compensate for damage.

Chapter VII

OTHER PROVISIONS REGARDING OWNERSHIP RIGHTS

Article 267. The Obligations of the Owner on the Occurrence of an Emergency Situation

1. An emergency situation shall be a situation of a person who due to wishing to avert a danger which is directly and actually threatening the interests of the State or of a collective, or the legal interests of the person him/herself or of other persons and [has] no other way than to commit actions causing damage [and/or injury] that is less than the damage [and/or injury] that needs to be prevented.
2. In an emergency situation, the owner of property shall not hinder other persons from using the owner's property or hinder other persons from causing damage to such property to prevent or reduce the danger or a greater damage [and/or injury] than is in danger of occurring.
3. Causing damage in emergency situations are not acts of infringement upon ownership rights. The owner shall be compensated for damage in accordance with the stipulations of Clause 3, Article 618 of this Code.

Article 268. The Obligations of the Owner in the Protection of the Environment

When using, taking care of and renouncing his/her property, an owner must comply with the provisions of the laws on environmental protection; if he/she causes environmental pollution, the owner shall have the responsibility to terminate the acts which cause the pollution, to effect measures to remedy the consequences and must compensate for damage.

Article 269. The Obligations of the Owner in Respecting and Protecting Social Order and Security

When exercising the right to possession, use or disposal over his/her own property, an owner must respect and protect social order and security and may not misuse the ownership rights in order to cause public disorder or loss of security or to cause damage to the interests of the State, the interests of the public or the legal rights and interests of other persons.

Article 270. The Obligation to Respect the Boundaries Between Immoveable Properties

1. The boundaries between immoveable properties which are adjoining shall be determined in accordance with the agreement of the owners or in accordance with the decision of the competent State authority.

The boundaries may also be determined in accordance with customary practices or according to boundaries which have remained for over thirty years without dispute.

2. A person with land use rights may use the airspace [above] and the ground below according to the vertical dimensions of the boundaries around the land area in accordance with the construction plan stipulated by the competent State authority, and may not interfere with the use of the adjoining land of other persons.

A land user may only plant trees and perform other activities within the land area under his/her own use rights and according to the boundaries which have been defined; [the land user] shall not let tree roots and branches extend beyond the boundaries, except where otherwise agreed.

3. In circumstances where the boundary is a canal, irrigation ditch, trench, gutter or path at the edge of a rice field, the land user shall have the obligation to respect and preserve the common boundary; [the land user] may not encroach upon or change the boundary markers.

Article 271. Ownership Rights with Respect to Boundary Markers Separating Immoveable Property

1. An owner of adjoining immoveable property may only put up boundary stakes and fences, and build separating walls on the portion of land under his/her use rights. Persons using adjoining lands may mutually agree on the putting up of boundary stakes and fences, the building of separating walls and the planting of trees on the boundary for use as boundary markers between the immoveable properties, and the boundary marker objects shall be under the common ownership of such persons.

In circumstances where a boundary marker is put up on the boundary by only one party and there is consent from the owner of the adjoining immoveable property, such boundary marker shall be common [property] and the construction expenses shall be borne by the party who put up [the marker], except where otherwise agreed; if the owner of the adjoining immoveable property does not give consent and has legitimate reasons, then the owner who had put up the boundary stake or fence, or who had built the separating wall must remove it.

With respect to trees which are common boundary markers, the parties shall have the same obligations to protect [the trees]; the fruits received from the trees shall be distributed equally, except where otherwise agreed.

2. With respect to boundary markers which are common house walls, the owner of the adjoining immoveable property may not cut out a window or air ventilating hole or drill the wall in order to install building structures, except with the consent of the owner of the adjoining property.

In circumstances where houses are separately built but with adjoining walls, an owner may only drill and install building structures up to the space limit separating the adjoining walls.

Article 272. Obligations to Respect Building Codes

1. When constructing a project, the owner of the project must comply with the laws on construction, ensure safety, may not build beyond the height and distance stipulated by the laws on construction and may not infringe upon the legal rights [and/or] interests of the owners of adjoining and neighbouring immovable properties.
2. When there is a danger of an incident occurring with respect to the construction project which would affect adjoining or neighbouring immovable properties, the owner of the project must immediately suspend the construction and repair or remove [it] at the request of the owners of the adjoining or neighbouring immovable properties or the request of the competent State authority; if damage is caused, compensation must be rendered.
3. When building a sanitation project, warehouse for storing toxic chemical substances or other projects whose usage may have the capacity to cause environmental pollution, the owner must build [it] at a reasonable site and distance away from the boundaries, and must ensure sanitation and security and must not cause [adverse] affects to adjoining or neighbouring owners.

Article 273. Obligations to Ensure Security With Respect to Adjoining Construction Projects

When sinking a well, digging a pond or constructing other subterranean projects, the owner of the project must dig and build at a distance away from the boundaries as stipulated by the laws on construction.

In circumstances where the project is in danger of threatening the safety of adjoining or neighbouring immovable properties, the owner of the project must immediately effect remedial measures; if damage is caused to the owners of adjoining or neighbouring properties, then compensation must be rendered.

Article 274. Obligations of the Owners in the Draining of Rainwater

A house owner must install water channelling conduits so that rainwater from his/her own roof will not run down onto the immovable property of owners of adjoining immovable property.

Article 275. Obligations of the Owner in the Draining of Waste Water

A house owner must install underground drains or water drainage channels to deliver waste water to the prescribed location, so that the waste water will not run and spill onto the immovable property of the owner of an adjoining immovable property, or onto public streets or public activity sites causing environmental pollution.

Article 276. Restrictions on the Right to Install Doors/Windows

1. A house owner may only install entry/exit doors and windows swinging over to adjacent houses or toward opposite houses and common walkways in accordance with the provisions of laws on construction.
2. The awnings above entry/exit doors or windows swinging into common pathways must be at least 2.5 metres from the ground.

Article 277. The Right to Request the Repair or Removal of Adjoining Immovable Property

In circumstances where a tree, or a construction project is in danger of collapsing onto adjoining immovable property or a public activity site, the owner must cut down the tree, or repair or demolish such construction project.

The owner of the adjoining immovable property shall have the right to request the owner of the tree or the construction project which is in danger of collapsing to cut down the tree, or demolish [the construction]; if such person does not cut down the tree, or demolish [the construction], the owner of the adjoining immovable property shall have the right to request the competent State authority to permit the cutting down of the tree, or demolition [of the construction]. The expenses for cutting the tree, or demolishing [the construction] shall be borne by the owner of the tree or the construction project.

Article 278. The Right to the Limited Use of Adjoining Immoveable Property⁽⁵⁸⁾

A house owner, and a land user shall have the right to use in a reasonable manner the adjoining immoveable property under the ownership of other persons in order to ensure his/her own needs regarding walkways, supply and drainage of water, electric transmission cables and communication cables and other necessary needs, but must effect compensation if not otherwise agreed.

Article 279. Establishment of the Right to the Limited Use of Adjoining Immoveable Property

1. The right to the limited use of adjoining immoveable property shall be established in accordance with an agreement or according to the provisions of law.
2. In circumstances where the right to the limited use of adjoining immoveable property has already been established for the house owner or land user, then the person who is transferred the house or land use rights shall also enjoy such right.

Article 280. The Rights Regarding the Walkway Through Adjoining Immoveable Property⁽⁵⁹⁾

1. The owner of immoveable property which is surrounded by the immoveable property of other owners in which there are no exits shall have the right to request the owner of the adjoining immoveable property to reserve for him/her a reasonable and suitable walkway leading to a public path; the person who has been requested shall have the obligation to grant such request. The person who is reserved a walkway must compensate the owner of the adjoining immoveable property, if not otherwise agreed upon.
2. The site and the extent of the length, width and height of the walkway shall be agreed upon by the parties, to ensure convenient access and minimise problems for the parties [in question]; if there are disputes regarding the walkway, [the parties] shall have the right to request the competent State authority for determination.
3. In circumstances where property is divided into many parts to different owners and/or users, any such division must reserve the necessary walkway for the person in the interior in accordance with the stipulations at Clause 2 of this Article, and there shall be no compensation.

Article 281. The Right to Install Electric Transmission Cables and Communication Cables Through Adjoining Immoveable Property

An owner of immoveable property shall have the right to install electric transmissions cables and communications cables in a reasonable manner through the immoveable property of other owners, but must ensure the safety and convenience of such owners; if damage is caused, compensation must be rendered.

Article 282. Rights Regarding the Supply and Drainage of Water Through Adjoining Immoveable Property

In circumstances where, due to the natural location of the immoveable property, the supply and drainage of water must pass through another immoveable property, the owner of the immoveable property through which the water flows must reserve an appropriate pathway for the supply and drainage of water, and may not hinder or prevent the flow of water. The person using the water supply and drainage path must minimise to the lowest possible extent [any] damage to the owner of the immoveable property through which the water flows when installing water conduits; if damage is caused, compensation must be rendered. In circumstances where water flowing naturally from an elevated position to a lower position causes damage to the owner of the property through which the water flows, the person using the water supply and drainage pathway shall not have to compensate for damage.

58. Similar to easements.

59. Similar to access easement.

Article 283. Rights Regarding Irrigation and Water Drainage in Cultivation

A person who has the right to use land for cultivation shall have the right to request persons using neighbouring land to allow⁽⁶⁰⁾ a suitable and convenient path for water delivery for irrigation and drainage; the person who has been requested shall have the obligation to grant such request; if the person using the water delivery pathway causes damage to neighbouring land users, then compensation must be rendered.

Article 284. Termination of the Right to the Limited Use of Adjoining Immoveable Property

The right to the limited use of adjoining immoveable property shall terminate in the following circumstances:

1. An immoveable property which adjoins the immoveable property of an owner currently exercising the rights to the limited use of such adjoining immoveable property merges into one [with such adjoining property]; [and/or]
2. A house owner, or land user no longer has a need for the limited use of adjoining property.

60. See footnote to Article 148(2).

PART THREE
CIVIL OBLIGATIONS AND CIVIL CONTRACTS

Chapter I
GENERAL PROVISIONS
Section 1
CIVIL OBLIGATIONS

Article 285. Civil Obligations

Civil obligations shall be tasks which a subject or several subjects (referred to as the obligor(s)) must perform or refrain from performing in the interest of one or several other subjects (the obligee(s)⁽⁶¹⁾) as provided by the law.

Article 286. The Basis for Giving Rise to Civil Obligations

Civil obligations shall arise from:

1. Civil contracts;
2. Unilateral civil acts;
3. Possession and use of property, and benefitting from property without a legal basis;
4. Causing damage due to acts contrary to the law;
5. Performance of tasks without authorisation; [and]
6. Other bases stipulated by the law.

Article 287. Subjects of Civil Obligations

1. The subjects of civil obligations may be property or tasks which must be performed or shall not be performed.
2. The subjects of civil obligations must be precisely designated.
3. Only that property which may be the subject of a transaction and tasks which are capable of being and are not forbidden by the law and are not contrary to social morality shall be the subjects of civil obligations.

Section 2
PERFORMANCE OF CIVIL OBLIGATIONS

Article 288. Principles for the Performance of Civil Obligations

A person charged with a civil obligation must perform his/her obligation in an honest manner, in a spirit of co-operation, [and] in a manner true to the undertaking and not contrary to the law and social morality.

Article 289. Place of Performance of Civil Obligations

1. The place for the performance of a civil obligation shall be agreed upon by the parties.
2. In circumstances where the parties do not have an agreement, the place of performance of a civil obligation shall be determined as follows:
 - a. Location of the immovable property if the subject of the civil obligation is immovable property; [or]
 - b. Place of residence or head office of the obligee if the subject of the civil obligation is not immovable property.

61. A literal translation of the Vietnamese term would be "person having rights".

When the obligee changes [his/her/its] place of residence or head office, he/she/it must notify the obligor of the change and must bear the increase in expenses resulting from the change in residency or head office, except in circumstances where otherwise agreed.

Article 290. The Time Limit for Performing Civil Obligations

1. The time limit for performing a civil obligation shall be as agreed upon by the parties or as provided by law.

The obligor must perform the civil obligation strictly in accordance with the time limit; [the obligor] may only perform the civil obligation before the time limit if consented to by the obligee; if the obligor has voluntarily performed the obligation before the time limit and the obligee has accepted the performance of the obligation, the obligation shall be considered to have been fulfilled in a timely manner.

2. In circumstances where the parties do not agree upon and the law does not stipulate the time limit for the performance of a civil obligation, the parties may perform the obligation or demand the performance of the obligation at any time, but must give advance notice to each other within a reasonable period of time⁽⁶²⁾.

Article 291. Delayed Performance of Civil Obligations

Delayed performance of a civil obligation shall be where the time limit for the performance of the civil obligation has expired, but the civil obligation remains unfulfilled or has only been partially fulfilled.

Article 292. Postponement of the Performance of Civil Obligations

When it is not possible to perform the civil obligation in a timely manner, the obligor must immediately inform the obligee.

The obligor may postpone the performance of the obligation if the obligee consents. The performance of a civil obligation [after] it has been postponed shall still be considered a timely performance.

Article 293. Delayed Acceptance of the Performance of Civil Obligations

The delayed acceptance of the performance of a civil obligation shall be where the time limit for the fulfilment of the civil obligation has expired and the obligor has already fulfilled the civil obligation according to the agreement, but the obligee does not accept the performance of such obligations.

When the subject of the civil obligation is property, the obligor must adopt necessary measures to take care of the property and is entitled to demand the settlement of reasonable expenses [resulting therefrom].

With respect to property which is in danger of being damaged, the obligor shall have the right to sell such property and to pay the proceeds from the sale of such property to the obligee after deducting necessary expenses incurred to take care of and sell such property.

Article 294. Performing the Obligation to Hand Over Objects

1. A person charged with the obligation to hand over an object must take care of and look after the object until the time of hand over.
2. [In circumstances where] the object to be handed over is a distinctive object, the obligor must hand over that exact object in the same condition as agreed upon; if an object is an object of a type, then [an object of that type]⁽⁶³⁾ must be handed over in accordance with the quality and

62. This is a literal translation of the phrase "*phải thông báo cho nhau trong một thời gian hợp lý*". It is not clear if notice must be given **within** a reasonable period of time or if notice **of** a reasonable length of time must be given.

63. The original Vietnamese text does not make it clear if any object of the same type may be handed over or the exact object which is one of the type although the former is the logical meaning.

quantity agreed upon; and if there is no agreement as to the quality, then the objects to be handed over must be of average quality; if the objects come in sets, then [they] must be handed over in sets.

3. An obligor must bear all expenses related to the hand over of the object, except in circumstances where otherwise agreed.

Article 295. Performing the Obligation to Pay Monies

1. The obligation to pay monies shall be performed in full, [and] strictly in accordance with the time, place and method agreed upon.
2. The currency for payment must be the Vietnamese Dong, except in circumstances where otherwise provided by law.
3. In circumstances where it is necessary to convert foreign currency into Vietnamese Dong, the buying rate of [that] foreign currency in respect of Vietnamese Dong announced by the State Bank at the time of payment shall apply, if not otherwise agreed.
4. The obligation to pay monies shall include interest payments, if so agreed or provided by law. The interest payment shall be calculated only on the principal, except in circumstances where otherwise agreed or where the law provides otherwise.

Article 296. Performing the Obligation to Perform a Task or to Refrain from Performing a Task

1. The obligation to perform a task is an obligation according to which the obligor must perform such task.
2. The obligation to refrain from performing a task is an obligation according to which the obligor is prohibited from performing that task.

Article 297. Performance of Civil Obligations in Stages⁽⁶⁴⁾

A civil obligation may be performed in stages, if so agreed or provided by law.

The delayed performance of one stage of an obligation [which is performed in stages] shall also be considered a delayed performance of an obligation.

Article 298. Performing Civil Obligations Through a Third Party

Upon the obligee's consent, the obligor may authorise a third party to perform the civil obligation on its behalf, but the [obligor] shall still remain accountable to the obligee if the third party does not perform or improperly performs the civil obligation.

Article 299. Performing Conditional Civil Obligations

In circumstances where the parties have agreed upon the conditional performance of a civil obligation, the obligor must perform [the obligation] when such condition(s) arises.

Article 300. Performing Civil Obligations with Subjects of Choice

A civil obligation with a subject of choice shall be an obligation whose subject is one of several different properties or tasks from which the obligor may choose, except in circumstances where [it is agreed that] or where the law provides that the right to choose is reserved for the obligee⁽⁶⁵⁾.

In circumstances where there remains only one property or one task, the obligor shall hand over that property or perform that task⁽⁶⁶⁾.

64. The Vietnamese term used here is "*Nhũnh kũ*" which is "periodic" in English if translated literally. However, the English term "in stages" is more appropriate in this context.

65. Similar to an indeterminate obligation in common law jurisdictions.

66. Similar to a determinate obligation in common law jurisdictions.

Article 301. Performing a Substitutable Civil Obligation

A substitutable civil obligation shall be an obligation in which if the obligor fails to perform the original obligation, he/she may perform a different obligation that has been agreed upon as a substitute for the original obligation.

Article 302. Performing a Civil Obligation Accompanied by a Penalty⁽⁶⁷⁾

A civil obligation accompanied by a penalty shall be an obligation in which the parties may agree that the obligor must pay the obligee a monetary penalty if the obligation is not performed or is performed improperly.

The person who has submitted the monetary penalty must still perform the obligation and compensate for damage, except in circumstances where otherwise agreed or stipulated by law.

Article 303. Performing Civil Obligations Severably

In circumstances where several persons must jointly perform a civil obligation with each person having a clearly defined portion of the obligation which is severable from the other persons, then each person shall only have to perform his/her own portion of the obligation.

Article 304. Performing a Joint Civil Obligation

1. A joint civil obligation is an obligation which must be performed by several persons and the obligee may request any one of the obligors to perform the obligation in its entirety.
2. A joint obligation arises by agreement among the parties or as stipulated by law.
3. In circumstances where one person [i.e. one obligor] has performed the obligation in its entirety, such person shall have the right to demand the other joint obligor to settle payment for their share of the joint obligations with respect to such [obligor].
4. In circumstances where the obligee has already designated one person from among the joint civil obligors to perform the entire obligation, but afterwards grants an exemption to that person, then the remaining persons [obligors] shall also be exempted from performing the obligation.
5. In circumstances where the obligee exempts only one from among the joint obligors with respect to the joint civil obligations from performing its own portion of the obligation, the remaining persons [obligors] must still jointly perform their own shares of the obligations.

Article 305. Performing a Civil Obligation for Joint Obligees

1. A joint right shall arise by agreement of the parties or as stipulated by law.
2. Each person from among the joint obligees may demand the obligor to perform the civil obligation in its entirety.
3. The obligor may perform his/her obligation with respect to any person from among the joint obligees.
4. In circumstances where one of the joint obligees exempts an obligor from performing that portion of the obligation [owed] to that [obligee], the obligor still has to perform the remaining obligation [owed] to the other joint obligees.

Article 306. Performing Divisible Civil Obligations⁽⁶⁸⁾

1. A divisible civil obligation is an obligation in which the subject of the obligation is a divisible subject or a task which can be divided into parts for performance purposes.

67. A penal obligation.

68. The Vietnamese phrase is "*nghĩa vụ và đả số phần chia Ñĩc theo phËn*" which is "civil obligations divisible into parts", if translated literally.

2. The obligor may perform the obligation part by part, except in circumstances where otherwise agreed.

Article 307. Performing Indivisible Civil Obligations

1. An indivisible civil obligation is an obligation in which the subject of the obligation is an indivisible subject or a task which must be performed at one time.
2. In circumstances where several persons must perform an indivisible obligation, they must perform the obligation at the same time.

Section 3

CIVIL LIABILITY

Article 308. Civil Liability Arising From Breach of Civil Obligations

1. An obligor who fails to perform or improperly performs an obligation must bear civil liability with respect to the obligee.
2. In circumstances where an obligor cannot perform an obligation due to an event of force majeure, he/she shall not bear civil liability, except in circumstances where otherwise agreed or otherwise provided by law.
3. The obligor shall not bear civil liability, if the failure to perform the obligation is due entirely to the fault of the obligee.

Article 309. Fault in Civil Liability

1. A person who does not perform or improperly performs a civil obligation must bear civil liability if he/she is at fault either intentionally or unintentionally, except in circumstances where otherwise agreed or otherwise provided by law.
2. Intentionally causing damage shall be a situation in which a person is fully aware that his/her act will cause damage to other persons but nevertheless performs the act, whether he/she wishes or does not wish [to cause damage], but [he/she] allows⁽⁶⁹⁾ the damage to occur.
Unintentionally causing damage shall be a situation in which a person does not foresee that his/her act is capable of causing damage, although he/she must know or may know that the damage would occur or foresees that his/her act is capable of causing damage but believes that the damage would not occur or can be prevented.
3. The [burden] of proving no fault shall be under the obligation of the person who breaches the civil obligation.

Article 310. Liability to Compensate for Damage

1. The liability to compensate for damage shall include the liability to compensate for material damage and the liability to compensate for mental suffering⁽⁷⁰⁾.
2. The liability for compensating for material damage shall be the responsibility to make up for actual material losses caused by the party in breach which can be calculated in monetary terms and includes loss of property, expenses to prevent or mitigate damage [and] actual loss or reduction of income.
3. A person causing mental suffering⁽⁷¹⁾ to a person by infringing upon the life, health, honour, dignity [and] reputation of another person⁽⁷²⁾ must provide monetary compensation to the injured

69. See footnote to Article 148(2).

70. See footnote to Article 27(3).

71. See footnote to Article 27(3).

person in addition to terminating the violating acts, making a public apology [and] effecting a public retraction.

Article 311. Liability for Failure to Perform the Obligation to Hand Over Objects

1. When a person is charged with an obligation to hand over a distinctive object, the obligee is entitled to demand that the obligor hand over that exact object; if the object no longer exists or is damaged, [the obligor] must pay the value of the object and compensate for damage.
2. In circumstances where the obligor fails to perform the obligation to hand over objects of a type, [the obligor] must pay the value of the object and compensate for damage⁽⁷³⁾.

Article 312. Liability for Failure to Perform an Obligation to Perform a Task or to Refrain from Performing a Task

1. In circumstances where an obligor fails to perform a task which [he/she] must perform the obligee may perform the task him/herself or assign its performance to another person and demand the obligor to pay for all expenses incurred [therefrom] and compensate for damage.
2. In circumstances where a person is charged with an obligation to refrain from performing a task but nevertheless performs such task, the obligee is entitled to demand the obligor to terminate such performance, restore [the subject of the performance] to the initial condition and compensate for damage.

Article 313. Liability for Delayed Performance of Civil Obligations

1. When the performance of a civil obligation is delayed, the obligee may extend [the time limit] to allow the obligor to fulfil the obligation; if this time limit has expired and the obligation remains unfulfilled, then at the request of the obligee, the obligor must still perform the obligation and compensate for damage; if the performance of the obligation is no longer necessary to the obligee, [the obligee] shall have the right to refuse to accept the performance of the obligation and demand compensation for damage.
2. In circumstances where the obligor delays making payments, [the obligor] must pay interest on the unpaid amount at the interest rate for overdue loans stipulated by the State Bank of Vietnam corresponding to the period of delayed payment [as] at the time of payment, except in circumstances where otherwise agreed or otherwise stipulated by law.

Article 314. Liability for Delayed Acceptance of the Performance of a Civil Obligation

An obligee who has delayed the acceptance of the performance of a civil obligation must compensate the obligor for damage and shall bear all the risks arising as from the time of delaying the acceptance except in circumstances where otherwise agreed or otherwise stipulated by law.

Section 4

**TRANSFER OF THE RIGHT TO DEMAND AND
TRANSFER OF OBLIGATIONS**

Article 315. Transfer of the Right to Demand

1. A person holding the right to demand the performance of a civil obligation may transfer that right to another person (referred to as a "successor"⁽⁷⁴⁾) through a contract, except in the following circumstances:

72. This is a literal translation. The original text uses the term "another person" twice and it is unclear if this refers to the same person.

73. This is a literal translation. Cf. Article 294(2). Article 311(2) appears to be inconsistent.

74. The Vietnamese term is "*ngõúi thÆ quyËn*", or literally, person who succeeds the right.

- a. The right to demand is connected with the personal [rights] of the person holding the rights⁽⁷⁵⁾, including the right to demand support payment and to demand compensation for damage resulting from infringements against life, health, honour, dignity [and] reputation;
 - b. The parties have agreed that the right to demand may not be transferred; [and]
 - c. Other circumstances in which the law has stipulated that the right to demand may not be transferred.
2. When the person holding the right to demand transfers the right to demand to a successor, the successor shall become the person holding the right to demand.
- The transferor of the right must notify the obligor in writing of the transfer of the right to demand. The transfer of the right does not require the consent of the obligor, except in circumstances where otherwise agreed or otherwise stipulated by law.

Article 316. Form of Transferring the Right to Demand

The transfer of the right to demand may be expressed in writing or orally. In circumstances where the law provides that the transfer of the right to demand must be expressed in writing, notarised by a State notary public or authenticated by the competent People's Committee or registered with the competent State authority, then such provisions must be complied with.

Article 317. Obligation to Provide Information and Transfer Documents

The transferor of the right to demand must provide necessary information [and] transfer the relevant documents to the successor.

Article 318. Non-liability After Transferring the Right to Demand

The transferor of the right to demand shall bear no liability regarding the capability of the obligor to perform the obligation, except in circumstances where otherwise agreed.

Article 319. Transfer of the Right to Demand Involving Measures to Secure the Performance of a Civil Obligation

In circumstances where the right to demand the performance of a civil obligation involving security measures, the successor shall also enjoy such security measures upon the transfer of the right to demand.

Article 320. The Obligor's Right of Refusal

1. In circumstances where the obligor is not notified in writing of the transfer of the right to demand or the successor does not produce documents evidencing the transfer of the right to demand, the obligor shall have the right to refuse to perform the obligation with respect to the successor.
2. In circumstances where the obligor is not notified of the transfer of the right to demand and has already fulfilled the obligation with respect to the transferor of the right [to demand], the successor may not demand the obligor to perform the obligation with respect to the successor.

Article 321. Transfer of Obligations

1. The obligor may transfer the obligation to other persons (hereinafter referred to as the "replacement obligor"⁽⁷⁶⁾), if consented to by the obligee, except in circumstances where the obligation is connected with the personal [rights] of the obligor or where the law provides that such obligation shall not be transferred.

75. In previous sections of this Code translated as the "obligee".

76. The Vietnamese term "*ngõời thay thế nghĩa vụ*", means literally, "person succeeding the obligation".

2. When the obligor transfers the obligation to the replacement obligor, the replacement obligor shall become the obligor.

Article 322. Forms of Transferring Obligations

The transfer of an obligation shall be expressed in writing. In circumstances where it has been agreed or the law provides that the transfer of the obligation must be notarised by the State notary office or certified by the competent People's Committee or registered with the competent State authority, then such provisions must be complied with.

Article 323. Transfer of Obligations Which Contain Measures to Secure Performance

Where a secured obligation is transferred, the security measures shall terminate, if not otherwise agreed.

Section 5

SECURITY FOR THE PERFORMANCE

OF CIVIL OBLIGATIONS

I. GENERAL PROVISIONS

Article 324. Measures to Secure the Performance of Civil Obligations

1. The measures for securing the performance of a civil obligation shall include the following:
 - a. Pledge of property;
 - b. Mortgage of property;
 - c. Execution deposit⁽⁷⁷⁾;
 - d. Security deposit;
 - e. Escrow deposit;
 - f. Guarantee; [and]
 - g. Penalties for violations.
2. In circumstances where the parties have agreed upon or the law contains provisions on security measures, the obligor must implement those security measures.

Article 325. The Scope of Security for the Performance of Civil Obligations

A civil obligation may be fully or partially secured as agreed or as stipulated by law; if there is no agreement upon or the law does not stipulate the scope of the security, the obligation shall be considered fully secured, including the obligation to pay interest and to compensate for damage.

Article 326. Objects to Secure the Performance of a Civil Obligation

Objects to secure the performance of a civil obligation must be under the ownership rights of the securing party and be permitted for transaction.

Article 327. Monies [and] Papers Which Can Be Valued in Terms of Money Used to Secure the Performance of a Civil Obligation

1. Monies used to secure the performance of a civil obligation must be Vietnamese Dong, except in circumstances where the law otherwise provides.
2. Bonds, share certificates, promissory notes and other papers which can be valued in terms of money which are permitted for transaction may be used to secure the performance of a civil obligation.

Article 328. Property Rights Used to Secure the Performance of a Civil Obligation

Property rights under the ownership of the securing party may be used to secure the performance of a civil obligation if such rights may be valued in monetary terms, are not in dispute and are permitted for transaction.

77. The Vietnamese term is "*Nhĩt cÚc*" which is normally translated as "deposit". For the sake of clarity the term "execution deposit" is used to distinguish this type of deposit from security deposit and escrow deposit.

Land use rights may be mortgaged to secure the performance of a civil obligation in accordance with the provisions of this Code and the laws on land.

II. PLEDGE OF PROPERTY

Article 329. Pledge of Property

1. A pledge of property is the hand over by the obligor of property which is moveable property in the ownership of the obligor to the obligee for the purpose of securing the performance of a civil obligation; if the ownership rights to the pledged property have been registered, the parties may agree that the pledgor holds the pledged property or assigns a third party to hold it.
Property rights which are permitted for transaction may also be pledged.
2. Property over which ownership rights have been registered in accordance with the provisions of law may be pledged to secure the performance of several civil obligations, if [its] value is greater than the total value of the secured obligations, except in circumstances where otherwise agreed or otherwise stipulated by law.

Article 330. Form of Pledges of Property

1. A pledge of property must be expressed in writing, either in a separate document or stated within a principal contract, and in which the type, quantity, quality and value of the property, the duration of the pledge and the manner for disposing of the pledged property shall be clearly stated.
2. The pledge document must be notarised by the State notary public or authenticated by the competent People's Committee, if so agreed or stipulated by law. With respect to property for which the law prescribes the registration of the ownership rights, the pledge of the property must also be registered.

Article 331. Duration of Pledges of Property

The duration of a pledge of property shall be determined according to the duration for the performance of the civil obligation secured by the pledge.

Article 332. Obligations of the Pledgor

The pledgor shall have the following obligations:

1. Hand over the pledged property to the pledgee as agreed; if there are documents evidencing the ownership rights to the pledged property, the originals thereof shall be surrendered to the pledgee, except in circumstances where otherwise agreed;
2. Notify the pledgee of third party rights with respect to the pledged property, if any;
3. Register the pledge if the ownership rights to the pledged property must be registered according to the provisions of law;
4. Pay the pledgee expenses necessary for taking care of and looking after the pledged property, except in circumstances where otherwise agreed; [and]
5. In circumstances where [the pledgor] still holds the pledged property, the pledgor must take care of it, refrain from selling, exchanging, giving as a gift, leasing, [or] bailment of [that property] and may only use the pledged property if the pledgee gives its consent thereto; if the pledged property is in danger of losing its value or depreciating in value as a result of such use, the pledgor may not continue such use if so requested by the pledgee.

Article 333. Rights of the Pledgor

The pledgor shall have the following rights:

1. Demand that the pledgee suspend the use of the pledged property if such use puts the pledged property in danger of losing its value or depreciating in value;

2. Demand that the pledgee holding the pledged property or the third party holding the pledged property returns the pledged property after the obligation has been fulfilled; if the pledgee has received only the documents evidencing the ownership rights to the pledged property, [the pledgor] may demand the return of such documents; [and]
3. Demand that the pledgee holding the pledged property or the third party holding the pledged property compensates for damage caused to the pledged property.

Article 334. Obligations of the Pledgee

The pledgee shall have the following obligations:

1. Take care of and look after the property as if it were his/her own property;
2. Refrain from selling, exchanging, giving as a gift, leasing, [or] the bailment of the pledged property; [and] may not use the pledged property to secure the performance of another obligation;
3. May not exploit the utility [or] enjoy the fruits [or] income [generated] from the pledged property without the consent of the pledgor;
4. Return the pledged property upon the termination of the obligation which is secured by the pledge or when permitted to replace [such pledge] by other security measures; [and]
5. Compensate the pledgor for damage if the pledged property is lost or damaged.

Article 335. Rights of the Pledgee

The pledgee shall have the following rights:

1. Demand that the person illegally possessing or using the pledged property return the property;
2. Demand that the pledgor register the pledge, if the pledged property must have its ownership rights registered according to the provisions of law;
3. Demand the disposal of the pledged property in accordance with the methods agreed upon or as provided by law in order to fulfil the obligation if the pledgor fails to perform or improperly performs the obligation;
4. Exploit the utility [and] enjoy the fruits and/or income [generated] from the pledged property, if so agreed; [and]
5. Be reimbursed for reasonable expenses incurred to take care of the pledged property upon returning the pledged property to the pledgor.

Article 336. Obligations of Third Parties Holding Pledged Property

A third party holding a pledged property must fulfil the obligations stipulated in Article 334 of this Code.

Article 337. Rights of Third Parties Holding Pledged Property

A third party holding a pledged property shall have the following rights:

1. Receive remuneration and be reimbursed for expenses incurred to take care of the property as agreed upon; [and]
2. Exploit the utility and enjoy the fruits [and] income [generated] from the pledged property, if so agreed.

Article 338. Pledge of Property Rights

In circumstances where property rights are pledged, the pledgor shall hand over to the pledgee documents evidencing the property rights and must inform the obligor regarding the pledge of such property rights.

Article 339. Substitution and Repair of Pledged Property

1. The pledgor may only substitute [other property for] the pledged property with the consent of the pledgee, if not otherwise agreed.

2. Where the pledged property is damaged, the pledgor must repair the pledged property within a reasonable period of time or substitute the pledged property with other property of comparable value, if not otherwise agreed.

Article 340. Cancellation of a Pledge of Property

The pledge of property may be cancelled if consented to by the pledgee.

Article 341. Disposal of Pledged Property

When the obligation has become due for performance and the pledgor has failed to perform or has not performed the obligation in accordance with the agreement, the pledged property may be disposed of in accordance with the methods agreed upon or may be auctioned in fulfilment of the obligation. The pledgee shall have priority for settlement of payment from the proceeds of the sale of the pledged property, after deducting the expenses for taking care of [and] auctioning the property.

Article 342. Pledging Property to Secure the Performance of Several Obligations

1. In circumstances where one property is pledged to secure the performance of several obligations, each pledge must be established in writing and the pledge must be registered in accordance with the provisions of Article 330 of this Code.
2. In circumstances where the property must be disposed of in order to fulfil an obligation which has become due, other obligations, which have not become due, shall be deemed due. The order of settlement priority shall be determined according to the order in which the pledges were recorded.

Article 343. Termination of Pledges of Property

The pledge of property shall terminate in the following circumstances:

1. The civil obligation secured by the pledge has ended⁽⁷⁸⁾;
2. The pledge has been cancelled or substituted with another security measure; [and/or]
3. The pledged property has been disposed of in accordance with the provisions of Article 341 or Clause 2 of Article 342 of this Code.

Article 344. The Return of Pledged Property

When the pledge of the property is terminated in accordance with the provisions of Clauses 1 and 2 of Article 343 of this Code, the pledged property [and] documents evidencing the ownership rights shall be returned to the pledgor. Fruits [and] income received from the pledged property must also be returned to the pledgor, if not otherwise agreed.

Article 345. Pledge of Property at Pawn Shops

The pledge of property at a pawn shop shall be performed in accordance with the provisions of Articles 329 to 344 of this Code and other legal documents⁽⁷⁹⁾ regarding the activities of pawn shops.

III. MORTGAGES OF PROPERTY

Article 346. Mortgages of Property

1. A mortgage of property is the use by the obligor of an immoveable property under the ownership of the obligor to secure the performance of an obligation to the obligee. Fruits and income and other rights arising from the mortgaged immoveable property shall [constitute part of⁽⁸⁰⁾] the mortgaged property, if agreed upon or stipulated by law.

78. The Vietnamese text use term "*chấm dứt*" which is "to terminate" or end.

79. See footnote to Article 3.

80. The Vietnamese original uses the phrase is "*thuộc quyền sử dụng tài sản chấy*" which means "belong to the mortgaged property".

In circumstances where an entire immovable property containing auxiliary objects is mortgaged, the auxiliary objects of the immovable property shall also [constitute part of] the mortgaged property.

In circumstances where a portion of the immovable property containing auxiliary objects is mortgaged, the auxiliary objects shall only [constitute part of] the mortgaged property if agreed.

2. The immovable mortgaged property shall be kept by the mortgagor, except in circumstances where the parties agree that the mortgagee or a third party shall keep [the mortgaged property].
3. An immovable property for which ownership rights have been registered may be mortgaged to secure several civil obligations if its value is greater than the total value of the secured obligations, except in circumstances where otherwise agreed or otherwise provided by law.
4. The mortgage of land use rights is regulated by the provisions of Articles 727 to Article 737 of this Code.

Article 347. Forms of Mortgages of Property

1. A property mortgage must be made in writing, either in a separate document or stated within a principal contract, and must be notarised by the State notary public or authenticated by the competent People's Committee if so agreed or stipulated by law.
2. A mortgage must be registered if the ownership rights of the immovable property have been registered.

Article 348. Duration of Mortgages

The duration of a property mortgage shall be determined according to the duration of performance of the civil obligation secured by the mortgage.

Article 349. Mortgages of Properties Currently Being Leased

A property which is currently being leased may also be mortgaged. Fruits and income received from the lease shall [constitute part of] the mortgaged property, if so agreed or stipulated by law.

Article 350. Mortgages of Insured Property

In circumstances where the mortgaged property is insured, the insurance coverage shall [constitute part of] the mortgaged property.

Article 351. Obligations of Mortgagors of Property

A mortgagor shall have the following obligations:

1. Register the property mortgage in accordance with the provisions in Clause 2 of Article 347 of this Code; inform the mortgagee of third party rights with respect to the mortgaged property[, if any];
2. Inform each of the subsequent mortgagees of the previous mortgages of the property;
3. Hand over the documents relating to the mortgaged property to the mortgagee; [and]
4. In circumstances where the mortgagor still holds the mortgaged property, [the mortgagor] must:
 - a. Take care of and look after the mortgaged property;
 - b. Adopt necessary remedial measures, including cessation of the exploitation of the utility of the mortgaged property, if the mortgaged property is in danger of losing its value or depreciating in value due to such exploitation; [and]
 - c. Refrain from selling, exchanging the mortgaged property, [or] giving [the mortgaged property] as a gift, except in the circumstances stipulated in Article 358 of this Code.

Article 352. Rights of Mortgagors of the Property

The mortgagor of a property shall have the following rights:

1. Exploit the utility and enjoy the fruits and income received from the property, except in circumstances where the fruits and income also [constitute part of] the mortgaged property, if the mortgaged property is kept by the mortgagor;

2. Lease, [effect the] bailment [of], or use the mortgaged property to secure the performance of other obligations, if so agreed or stipulated by law;
3. Reclaim the mortgaged property held by the mortgagee or a third party when the obligation is terminated or is secured by other measures.

Article 353. Obligations of Mortgagees of Property

The mortgagee of a property shall have the following obligations:

1. Return to the mortgagor the documents to the mortgaged property upon termination of the mortgage in circumstances where the mortgagee only holds the mortgage documents but not the mortgaged property;
2. In circumstances where the mortgagee holds the mortgaged property and the mortgage documents, [the mortgagee] must:
 - a. Take care of and look after the mortgaged property as if it were [the mortgagee's] own property; [and] compensate for damage if [the mortgagee] causes the mortgaged property to lose its value or depreciate in value;
 - b. Be subject to the restrictions on immovable properties as stipulated in Article 270 to Article 284 of this Code;
 - c. Refrain from continuing to exploit the utility of the mortgaged property in accordance with the request of the mortgagor, if there is a danger that the property will lose its value or depreciate in value if its exploitation continues; [and]
 - d. Return the mortgaged property and the documents in connection with the mortgaged property when the mortgagor fulfils the obligation or when [the obligation] is secured by other measures.

Article 354. Rights of Mortgagees of a Property

The mortgagee of a property shall have the following rights:

1. Exploit the utility and enjoy the fruits and income received from the property as agreed;
2. Demand that persons illegally possessing or using [the mortgaged property] return the mortgaged property [in circumstances where the property is illegally possessed or used⁽⁸¹⁾]; [and]
3. Demand the disposal of the mortgaged property in accordance with the provisions of Article 359 or Clause 2 of Article 360 of this Code and enjoy priority in the settlement of payments.

Article 355. Obligations of Third Parties Holding a Mortgaged Property

A third party holding a mortgaged property shall have the following obligations:

1. Take care of and look after the mortgaged property as if it were its own property; compensate for damage if he/she causes the mortgaged property to lose its value or to depreciate in value;
2. Refrain from continuing to exploit the utility of the mortgaged property, if there is a danger that the property will lose its value or depreciate in value if its exploitation continues; [and]
3. Return the mortgaged property to the mortgagee or mortgagor as agreed upon.

Article 356. Rights of Third Parties Holding a Mortgaged Property

A third party holding a mortgaged property shall have the following rights:

1. Exploit the utility and enjoy the fruits received from the property, if so agreed; [and]
2. Receive remuneration and have payments settled for expenses incurred in taking care of and looking after the mortgaged property, except in circumstances where agreed otherwise.

81. This is a literal translation of the Vietnamese text although it appears to be an unnecessary repetition.

Article 357. Substitution and Repair of Mortgaged Property

1. The mortgagor may only substitute the mortgaged property [with another property] upon obtaining the mortgagee's consent, if not otherwise agreed.
2. Where the mortgaged property is damaged, the mortgagor must repair the mortgaged property within a reasonable period of time or substitute the mortgaged property with another property of comparable value, if not otherwise agreed.

Article 358. Changing a Mortgage to a Guarantee

In circumstances where the mortgaged property is sold, exchanged or given as a gift, the buyer, exchanger or gift recipient becomes the guarantor if it is consented to by the mortgagee and the buyer, exchanger or gift recipient.

Article 359. Disposal of Mortgaged Property

In circumstances where the time to perform the obligation becomes due and the mortgagor fails to perform the obligation or improperly performs the obligation, the mortgagee shall have the right to request an auction of the mortgaged property in order to perform the obligation, except in circumstances where otherwise agreed.

The mortgagee has priority in the settlement of payment from the proceeds of the sale of the mortgaged property after deducting expenses for taking care of and auctioning the property.

Article 360. Mortgage of a Property to Ensure the Performance of Several Obligations

1. In circumstances where an immovable property, for which ownership rights have been registered, is mortgaged in order to ensure the performance of more than one obligation, each mortgage must be established in writing and the mortgage must be registered in accordance with the provisions of Clause 2 of Article 347 of this Code.
2. In circumstances where a mortgaged property must be disposed of in order to perform an obligation which has become due, other obligations which have not become due shall be deemed due. The order of settlement priority shall be determined according to the order in which the mortgages were recorded.

Article 361. Cancellation of Property Mortgage

The mortgage of a property may be cancelled if the mortgagee consents to it, except in circumstances where the law otherwise provides.

Article 362. Termination of a Property Mortgage

The mortgage of a property shall terminate in the following circumstances:

1. The obligation which is secured by the mortgage has been performed;
2. The mortgage of the property is cancelled or substituted with another security measure; [or]
3. The mortgaged property has been disposed of in accordance with the provisions in Article 359 or in Clause 2 of Article 360 of this Code.

When a mortgage is terminated, the competent State authority which registered the mortgage shall certify the discharge of the mortgage.

IV. EXECUTION DEPOSITS

Article 363. Execution Deposits

1. Execution deposits shall be an act whereby one party hands over a sum of monies, precious metals, gemstones or other valuable objects (referred to as "execution deposit property") to another party for a period of time to secure the entering into or performance of a civil contract. Execution deposits must be established in writing.

2. In circumstances where the contract is entered into or performed, the execution deposit property shall be returned to the depositor or credited toward the performance of an obligation to make payments⁽⁸²⁾; if the depositor refuses to enter into [or] perform the contract, the execution deposit property shall belong to the deposit recipient; if the deposit recipient refuses to enter into [or] perform the contract, he/she must return the execution deposit property to the depositor and⁽⁸³⁾ an amount equivalent to the value of the execution deposit property, except in circumstances where agreed otherwise.

V. SECURITY DEPOSITS

Article 364. Security Deposits

1. Security deposits shall be an act whereby a party leasing property which is a moveable property hands over a sum of monies, precious metals, gemstones or other valuable objects (referred to as "security deposit property") to the lessor for a period of time to secure the return of the leased property.
2. In circumstances where the leased property has been returned, the lessee is entitled to reclaim the security deposit property after deducting the rental; if the lessee does not return the leased property, the lessor is entitled to reclaim the leased property; if the leased property is no longer available to be returned, the security deposit property shall belong to the lessor.

VI. ESCROW DEPOSITS

Article 365. Escrow Deposits

1. Escrow deposits shall be an act whereby an obligor deposits a sum of monies, precious metals, gemstones or other papers which can be valued in terms of money into an escrow account at a bank to secure the performance of an obligation.
2. In circumstances where the obligor does not perform or improperly performs the obligation, the obligee is entitled to payment and compensation for damage caused by the obligor from the bank where the account is held, after deducting the bank service charges.
3. The formalities for making deposits and settling payments shall be stipulated by the laws on banking activities.

VII. GUARANTEES

Article 366. Guarantees

1. A guarantee shall be an act whereby a third party (referred to as the "guarantor") undertakes with the obligee (referred to as the "beneficiary") to perform an obligation on behalf of the obligor (referred to as the "principal"⁽⁸⁴⁾), if the [obligation] becomes due and the principal fails to perform or improperly performs the obligation. The parties may also agree that the guarantor

82. The original Vietnamese text translates literally as "deducted in order to perform the obligation to make payment".

83. The Vietnamese text uses the word "*và*" which means "and"; It is unclear whether the intention of the drafters was the use of the word "or", otherwise the penalty for cancelling the undertaking would be enormous: repayment of the deposit plus compensation for an amount equivalent to the value of the deposit.

84. A literal translation of the Vietnamese term "*ngõ người Nợ có Bảo Đảm*" would be "person who is guaranteed" or "guaranteed person".

shall only be [obliged] to perform the obligation [if] the principal is incapable of performing its obligation.

2. The guarantor may only guarantee with property under its ownership or by the performance of a task.

Guarantees by "pledge of trust"⁽⁸⁵⁾ by a socio-political organisation shall be effected according to the provisions in Article 376 of this Code.

Article 367. Form of Guarantees

A guarantee must be made in writing [and] notarised by a State notary public or authenticated by the competent People's Committee, if so agreed or stipulated by law.

Article 368. Scope of Guaranties

A guarantor may undertake to guarantee the entire obligation or a part of the obligation on behalf of the principal.

The guarantee obligation includes interest on the principal, penalties and monetary compensation for damage, except in circumstances where agreed otherwise.

Article 369. Remuneration

The guarantor shall be entitled to receive remuneration, if so agreed upon between the guarantor and the principal or if so stipulated by law.

Article 370. Joint Guarantors

When more than one person undertakes to guarantee an obligation, they must jointly perform the guarantee, except in circumstances where it is agreed that or the law provides that the guarantee shall be in independent shares; the obligee may demand that any one of the joint guarantors perform the obligation in its entirety.

Where one of the joint guarantors has performed the entire obligation on behalf of the principal, [that guarantor] shall have the right to demand that the other guarantors perform their shares of the obligation with respect to that guarantor.

Article 371. Relationship Between the Guarantor and the Beneficiary

1. The beneficiary may not demand that the guarantor perform the obligation on behalf of the principal [if] the obligation has not yet become due.
2. The guarantor does not have to perform the guarantee obligation in circumstances where the beneficiary can offset the obligation with the principal.

Article 372. The Guarantor's Right to Demand

When the guarantor has fulfilled its obligation, the guarantor shall have the right to demand that the Principal perform his/her obligation with respect to the guarantor within the scope of the guarantee, if not otherwise agreed.

Article 373. Waiver of the Performance of Guarantee Obligations

1. In circumstances where the beneficiary waives the guarantor's obligation to perform, the principal still has to perform the obligation with respect to the beneficiary, except in circumstances where agreed otherwise or where the law provides that the guarantee obligation must be performed jointly.
2. In circumstances where one person from among the joint guarantors is relieved from the performance of his/her portion of the guarantee obligation, the other [joint guarantors] must still perform their share of the guarantee obligation.

85. The original Vietnamese term used here is "*tín chçp*" which may be literally translated as "pledge of trust" or "trust collateral".

Article 374. Cancellation of a Guarantee

A guarantee may be cancelled if the beneficiary consents thereto, except in circumstances where the law stipulates otherwise.

Article 375. Termination of a Guarantee

A guarantee shall terminate in the following circumstances:

1. The obligation secured by the guarantee terminates;
2. The guarantee is cancelled or is substituted by other security measures;
3. The guarantor has fulfilled the guarantee obligation; [or]
4. The guarantor dies, [or] the juridical person guaranteeing [the obligation] ceases to exist.

Article 376. Guarantee by "Pledge of Trust" by Socio-political Organisations

1. Socio-political organisations of a locality may guarantee obligations by way of "pledge of trust"⁽⁸⁶⁾ in order for poor individuals and households to borrow small sums from banks or credit institutions for purposes of production, business [or] provision of services in accordance with the regulations of the Government.
2. A loan involving a guarantee by "pledge of trust" must be made in writing which shall clearly state therein the loan amount, purpose of the loan, term of the loan, interest rate, rights, obligations and responsibilities of the borrower, the lending bank [or] credit institution and the guaranteeing organisation.

VIII. PENALTIES FOR BREACH

Article 377. Penalties for Breach

1. A penalty for breach is a measure to secure the performance of an obligation which shall be applied in accordance with an agreement or as stipulated by law, and according to which the party breaching an obligation shall pay a certain sum of money to the party whose rights were breached⁽⁸⁷⁾.
2. Agreements on the penalties for breach must be made in writing and may be a separate document or written in the main contract.

Article 378. Amount of Penalties for Breach

The penalty amount may be a fixed sum of money or may be calculated as a percentage of the value of the breached obligation, but [the maximum] shall not exceed 5% [of the value of the breached obligation].

Article 379. Relationship Between Penalty for Breach and Compensation for Damage

1. The parties may agree that the party breaching the obligation must pay only a monetary penalty for breach and shall not compensate for damage, or [must pay] both the monetary penalty for breach and compensation for damage; if there are no prior agreements as to the level of compensation for damage, then compensation must be rendered for the entirety of the damage.
2. Where the parties have agreed on the election of penalties for breach or compensation for damage, then the right to elect shall belong to the party whose rights were breached⁽⁸⁸⁾.

86. See footnote to Article 366 (2).

87. The Vietnamese original uses the phrase "*bản cũ quyên bù vi phạm*" which means literally "party whose rights were breached" or the injured or non-breaching obligee.

88. See to previous footnote to Article 377 (i).

3. In circumstances where the parties have agreed or the law contains provisions on penalties for breach, but the parties have not agreed and⁽⁸⁹⁾ the law does not contain provisions on compensation for damage, the party in breach is only required to pay the penalty.

Section 6

TERMINATION OF CIVIL OBLIGATIONS

Article 380. Basis for Termination of Civil Obligations

A civil obligation shall terminate in the following circumstances:

1. The obligation is fulfilled;
2. In accordance with the agreement of the parties;
3. The obligee waives the performance of the obligation;
4. The obligation is substituted by other civil obligations;
5. The obligation is offset;
6. The obligee and the obligor merge into one [entity];
7. The statute of limitations has expired;
8. The obligor, who is an individual, dies or [the obligor], who is a juridical person, ceases to exist and that obligation must be performed by that particular individual or juridical person;
9. The obligee, who is an individual, dies and such right to demand is not [a part of] the estate of inheritance or [the obligee], who is a juridical person, ceases to exist and the right to demand cannot be transferred to another juridical person; [and/or]
10. A distinctive object which is the subject of the obligation ceases to exist and is substituted by another civil obligation.

An obligation may also terminate in other circumstances, if the law so stipulates.

Article 381. Fulfilment of Civil Obligations

The civil obligation shall be deemed to be fulfilled when the obligor has performed the obligation in its entirety.

Article 382. Fulfilment of a Civil Obligation in Circumstances Where the Obligee Delays the Acceptance of the Subject of the Obligation

1. When the obligee delays the acceptance of the subject of an obligation which is an object, the obligor must take care of and look after the object or deposit [the object] for safekeeping at a place of storage and must immediately notify the obligee [thereof]. The party delaying the acceptance must bear all risks and expenses related to the storage.
The obligation to deposit an object shall be fulfilled at the moment the object is deposited for safekeeping, and the quantity [and] quality of which and other conditions as agreed upon by the parties are ensured.
2. In circumstances where the subject of the obligation is monies or papers which can be valued in terms of money [and] the obligee delays the acceptance of the subject of the obligation, the obligor may also deposit [the monies or papers which can be valued in terms of money] for safekeeping at a place of storage and must immediately notify the obligee thereof; the obligation is deemed to be fulfilled at the moment it is [deposited] for safekeeping.

Article 383. Termination of a Civil Obligation by Agreement

89. The Vietnamese term used here is "*hoặc*" which is "or" in English, but in fact the English term "and" is more appropriate in this context.

The parties may agree to terminate a civil obligation at any time, but must not cause damage to the interests of the State, the interests of the public and the legal rights and interests of other persons.

Article 384. Termination of a Civil Obligation Due to the Waiver of the Performance of an Obligation

1. A civil obligation shall terminate when the obligee waives the performance of the obligor's obligation, except in circumstances where the law otherwise provides.
2. When an obligation involving security measures is waived, such security [arrangements] shall also terminate.

Article 385. Termination of a Civil Obligation by Substitution with Another Civil Obligation

1. In circumstances where the parties agree to substitute the original civil obligation with another civil obligation, then the original civil obligation shall terminate.
2. The civil obligation shall also terminate if the obligee has accepted another property or [the performance of] another task as a substitute for the property or task previously agreed upon.
3. In circumstances where the civil obligation is an obligation to provide [material] support, to compensate for damage due to infringements against life, health, honour, dignity and reputation, and other obligations personal [to the obligor] which cannot be delegated to other persons, then [such obligations] may not be substituted with another obligation.

Article 386. Termination of a Civil Obligation Where the Obligation Is Offset

1. In circumstances where two parties have reciprocal obligations with respect to properties of the same type, then upon the expiration of the time limit [for performing such obligations], they are not required to perform their obligation to the other [party] and the obligations shall be deemed to have terminated, except in circumstances where the law otherwise provides.
2. In circumstances where the values of the properties or the tasks are not equivalent, the parties shall settle the difference in value with each other.
3. Objects having monetary value may be used to offset the obligation to pay monies.

Article 387. Circumstances Where Civil Obligations May Not be Offset

A civil obligation may not be offset in the following circumstances:

1. The civil obligation is in dispute;
2. The obligation is to compensate for damage to life, health, dignity, honour [and] reputation;
3. The obligation is to provide [material] support; [and]
4. Other obligations stipulated by law.

Article 388. Termination of a Civil Obligation When the Obligor and the Obligee Integrate⁽⁹⁰⁾

The civil obligation of an obligor shall automatically terminate when the obligor becomes the obligee with respect to that particular obligation.

Article 389. Termination of Civil Obligations Due to Expiry of the Statute of Limitations for Initiating a Legal Action

When a statute of limitations for initiating a legal action ends, the obligation shall terminate; if the statute of limitations has ended but the obligation is still performed, the obligor shall not have the right to demand the return of whatever he/she had performed.

90. This term is the literal translation of the Vietnamese term "*hòa nhập*" which has or broad meaning, including "merge", "consolidate" and "affiliate" etc.

Article 390. Termination of Civil Obligations When the Obligor, Who is an Individual, Dies or [When the Obligor], Who is a Juridical Person, Ceases to Exist

Where the parties have agreed or the law stipulates that the obligation must be performed by that particular obligor, but such individual dies or the juridical person ceases to exist, then that obligation shall also terminate.

Article 391. Termination of Civil Obligations When the Obligee, Who is an Individual, Dies or [the Obligee], Who is a Juridical Person, Ceases to Exist

Where the parties have agreed or the law stipulates that the obligation shall be performed only for such obligee who is the individual or the juridical person, but such individual dies or the juridical person ceases to exist, then that obligation shall also terminate.

Article 392. Termination of Civil Obligations When the Distinctive Object No Longer Exists

The obligation to hand over an object shall terminate in circumstances where the object to be handed over is a distinctive object which no longer exists.

The parties may agree on the substitution [of such object] with another object or compensation for damage.

Article 393. Termination of Civil Obligations in Cases of Bankruptcy

In cases of bankruptcy, a civil obligation shall terminate in accordance with the provisions of laws on bankruptcy.

Section 7

CIVIL CONTRACTS

I. ENTERING INTO A CIVIL CONTRACT

Article 394. The Concept of Civil Contracts

Civil contracts shall be agreements between the parties with respect to the establishment, modification or termination of civil rights and obligations.

Article 395. Principles of Entering into Civil Contracts

The entering into of a civil contract shall comply with the following principles:

1. Freedom to enter into contracts, [but provided that such entering into] shall not be contrary to the law and social morality; [and]
2. Voluntariness, equality, goodwill, co-operation, honesty and good faith.

Article 396. Offers to Enter into a Civil Contract

Where a party which proposes to another party to enter into a contract has clearly stated the principal contents of the contract and the time for reply, [it] shall not, during the time limit for reply, invite a third party to enter [into the contract] and shall be liable for his/her offer.

Article 397. The Time Limit for Accepting an Offer to Enter into a Civil Contract

1. Where the offeror specifies a time limit for reply, the reply of acceptance shall only be effective if it was made within that time limit; if the offeror receives the reply [of acceptance] after the time limit for response has expired, such reply of acceptance shall be deemed a new offer⁽⁹¹⁾ from the party late in replying.
2. Where the parties are in direct contact, including conversations by telephone and other means [of communication], the offeree must forthwith answer whether he/she/it will accept [the offer] or not, except in circumstances where there is an agreement as to the time limit for response.

91. This is a literal translation. Equivalent to a counter-offer in common law jurisdictions which destroys the initial offer.

3. In circumstances where the reply is by mail, the time of reply shall be the date it was posted according to the postmarked date.

Article 398. Conditions to Modify or Revoke an Offer to Enter into a Civil Contract

The offeror may modify or revoke the offer in the following circumstances:

1. The offeree has not received the offer; [and/or]
2. The offeror had clearly stated the conditions for modifying or revoking the offer.

Article 399. Termination of an Offer to Enter into a Civil Contract

1. An offer to enter into a civil contract shall terminate in the following circumstances:
 - a. The offeree rejects the offer or is late in giving a reply of acceptance; [and/or]
 - b. The time limit for acceptance has expired.
2. When the offeror modifies the contents of the offer, that offer shall be deemed to be a new offer.
3. When the offeree has agreed to enter into a contract, but attaches conditions to or modifies the offer, [the offeree] shall be deemed to have made a new offer.

Article 400. Form of Civil Contracts

1. Civil contracts may be entered into orally, in writing or by specific acts, where the law does not provide that such type of contract must be entered into in a specified form.

In circumstances where the parties have agreed to enter into a contract in a specified form, the contract shall be deemed to have been entered into when such form has been complied with.
2. In circumstances where the law provides that the contract must be expressed in writing, notarised by the State notary public, registered or permitted, such provisions must be complied with.

Article 401. The Principal Contents of Civil Contracts

1. The principal contents of a civil contract are terms in the absence of which the contract may not be entered into.

The principal contents of [civil] contracts are prescribed by law; where the law does not provide [such contents] [they] shall be as agreed upon by the parties.
2. Depending on the type of contracts, the parties may agree on the following [principal] contents:
 - a. The subject of the contract which is property to be handed over, or an act to be performed or refrained from performing;
 - b. Quantity [and] quality;
 - c. Price [and] method of payment;
 - d. Time limit, place [and] method of performing the contract;
 - e. Rights and obligations of the parties; [and]
 - f. Liability for breach of contract.

In addition to the principal contents mentioned in this clause, the contract may contain other contents as agreed upon by the parties.

Article 402. The Place Where a Civil Contract is Entered into

The place where a civil contract is entered into shall be the residence of the individual or the head office of the juridical person who made the offer to enter into the contract, if not otherwise agreed.

Article 403. The Moment At Which a Contract is Entered into

1. A contract shall be entered into at the moment at which the offeror receives the reply of acceptance or at the time when the parties have reached an agreement on the principal contents of the contract.

2. The contract shall also be deemed to be entered into when the time limit for reply has expired and the offeree still remains silent, provided that [the parties] have agreed that silence shall constitute a reply of acceptance.
3. The moment at which an oral contract is entered into shall be the moment at which the parties have reached face to face⁽⁹²⁾ agreement on the principal contents of the contract.
4. The moment at which a written contract is entered into shall be the moment at which the last party signs the contract.
5. With respect to contracts which must be notarised by the State notary public, registered or permitted, the moment at which a contract is entered into shall be the moment at which the contract is notarised, registered or permitted.

Article 404. The Effectiveness of a Civil Contract

1. A contract legally entered into shall be binding on the parties.
2. A contract may only be modified or cancelled, if so agreed or so provided by law.
3. A contract shall take effect from the moment it is entered into, except in circumstances where otherwise agreed or provided by law.

Article 405. Primary Types of Contracts

Civil contracts shall include the following primary types:

1. A bilateral contract⁽⁹³⁾ shall be a contract in which each party owes an obligation to the other;
2. A unilateral contract⁽⁹⁴⁾ shall be a contract in which only one party has (an) obligation(s);
3. A principal contract shall be a contract whose effectiveness does not depend on another contract;
4. An ancillary contract shall be a contract whose effectiveness depends on the principal contract; [and]
5. A contract for the benefit of a third party shall be a contract in which the contracting parties must perform [their] obligations and the third party shall enjoy benefits from the performance of such obligations.

Article 406. Standardised Contracts

1. A standardised contract shall be a contract that contains terms [and provisions] which are prepared by a party based on a standard [contract] [and given] to the other party for a reply within a reasonable period of time; if the offeree gives its reply of acceptance, [he/she/it] shall be deemed to accept the entire content of the standardised contract that the offeror has provided.
2. Where the standardised contract contains terms [and provisions] that are unclear, they shall be interpreted so that the party providing the standardised contract shall bear adverse [consequences thereof⁽⁹⁵⁾].

Article 407. Appendices to Contracts

-
92. This is not literal translation of the Vietnamese term "*trúc tiếp*" which is "direct" in English, but the intended meaning is reflected clearly by the term "face to face".
 93. The concept of "*hợp đồng song vô*" or "bilateral contract" in English, if translated literally, may be similar to that of "contract with consideration" in common law jurisdictions.
 94. The concept of "*hợp đồng đơn vô*" or "unilateral contract" in English, if translated literally, may be similar to that of "contract without consideration" in common law jurisdictions.
 95. This is a literal translation. It appears that the actual meaning of this provision is similar to the "contra proferentum" rule in English law, whereby, as a rule of construction, a contract shall be construed against the person who has prepared its terms.

Appendices providing details on some of the terms [and provisions] of the contract may be attached thereto. The appendices shall be as effective as the contract. The contents of the appendices shall not contradict the contents of the contract.

Article 408. Interpretation of Civil Contracts

1. When a contract contains terms [or provisions] which are unclear, [the interpretation] shall rely not only on the wording of the contract but also the mutual intentions of the parties in order to interpret such terms [or provisions].
2. When a term [or provision] of a contract is capable of having several meanings, [the parties] must select that meaning for the term [or provision] which, when effected, will best benefit the parties.
3. When a contract contains wordings which are capable of having several different meanings, [such wording] must be interpreted in accordance with the meaning most appropriate [given] the nature of the contract.
4. When a contract contains a term [or provision] or wording which is difficult to understand, [such term, provision or wording] must be interpreted in accordance with the customary practice of the place where the contract was entered into.
5. When a contract lacks a number of non-principal terms [and provisions]⁽⁹⁶⁾, such terms [and provisions] may be supplemented in accordance with the customary practice for that particular type of contract at the place where the contract was entered into.
6. The terms [and provisions] of a contract must be interpreted in relation to each other, so that the meanings of the terms [and provisions] shall conform with the entire content of the contract.

II. PERFORMANCE OF CIVIL CONTRACTS

Article 409. Principles for the Performance of Civil Contracts

The performance of a civil contract must be in accordance with the following principles:

1. Performance in good faith and in the spirit of co-operation, and the best benefit for the parties and [in a manner which] ensures mutual trust;
2. [Strictly in compliance with the agreement on] the subject, quality, quantity, kind, time limit and method and other agreements;
3. Not to infringe upon the interests of the State, the interests of the public or the legal rights and interests of other persons.

Article 410. Performance of Unilateral Contracts⁽⁹⁷⁾

With respect to unilateral contracts, the obligor must perform the obligation strictly as agreed; [the obligor] may only perform [the obligation] prior to or after the time limit, if the obligee gives its consent [thereto].

Article 411. Performance of Bilateral Contracts⁽⁹⁸⁾

1. With respect to bilateral contracts, where the parties have agreed upon the time limit for the performance of the obligations, each party performs its obligations when they become due; [a party] may not delay performance due to the other party not having performed its obligations with respect to [the former], except in circumstances stipulated in Article 413 of this Code.

96. Literally: When a contract lacks a number of terms [and provisions] which are not part of the principal contents [of a contract].

97. See footnote to Article 405 (2).

98. See footnote to Article 405 (1).

2. In circumstances where the parties have no agreements as to which party should perform its obligation first, [the parties] must perform their obligations concurrently.

Article 412. The Right to Delay Performance in a Bilateral Contract

The party which must perform its obligations first shall have the right to delay the performance of [such] obligations, if the other party's property has substantially declined to the point where the obligation cannot be performed as undertaken, until the other party has the capability to perform its obligations or has a guarantor.

Article 413. Obligations Cannot Be Performed Due to the Fault of A Party

When a party is unable to perform its obligations due to the fault of the other party, [the former party] shall have the right to demand that the other party still performs its obligations in respect of the former party or shall have the right to cancel the contract and demand compensation for damage.

Article 414. Performance of Contracts for the Benefit of a Third Party⁽⁹⁹⁾

Where a contract is performed for the benefit of a third party the third party shall have the right to directly demand the obligor to perform the obligations in respect of such third party; if there is a dispute between the contracting parties as to the performance of the contract, the third party shall not have the right to demand the performance until the dispute is resolved.

The obligee may also demand the obligor to perform the contract for the benefit of the third party.

Article 415. The Third Party's Right of Refusal

In circumstances where the third party refuses its benefits prior to the performance of obligations by the obligor, the obligor shall not be required to perform its obligations, but must notify the obligee, and the contract shall be deemed to be cancelled, and the parties shall return to each other what they have received [from each other]; if the third party refuses its benefits after the obligor has performed the obligations, the obligations shall be deemed to have been fulfilled and the obligee must still fulfil his/her undertakings with the obligor.

Article 416. No Amendment or Cancellation of a Contract for The Benefit of a Third Party

Once the third party has agreed to accept the benefit, the parties to the contract may also not amend or cancel the contract, even when the contract has not yet been performed, except in circumstances where the third party gives its consent [thereto].

III. AMENDMENT AND TERMINATION OF CIVIL CONTRACTS

Article 417. Amendment of Civil Contracts

1. The parties may agree to amend contracts and resolve the [adverse] consequences of such amendments, except in circumstances where otherwise provided by law.
2. In circumstances where contracts have been made in writing, notarised by a State notary public, authenticated, registered or permitted, the amendments to the contracts must also conform with such form [requirements].

Article 418. Termination of Civil Contracts

A civil contract shall terminate in the following circumstances:

1. The contract has been fulfilled;
2. According to the agreement of the parties;
3. The individual entering into the contract dies, or the juridical person or other subjects [entering into the contract] cease to exist and the contract must be performed by [exactly] such individual, juridical person or subjects;

99. Similar to the concept of "third-party-beneficiary contracts" in common law jurisdictions.

4. The contract is cancelled, [or] suspended;
5. The contract cannot be performed because the subject of the contract no longer exists, and the parties may agree to substitute the subject of the contract with another [subject] or to compensate for damages; [and]
6. Others circumstances as provided by law.

Article 419. Cancellation of Contracts

1. A party shall have the right to cancel a contract and does not have to compensate for damage where the other party's breach of contract is a condition for cancellation as agreed upon by the parties or as provided by law.
2. The party cancelling the contract must immediately notify the other party of the cancellation; if [the cancelling party] fails to notify the other party and [thereby] causes damage to the other party, the cancelling party must compensate.
3. When a contract is cancelled, the contract shall be ineffective as from the time the contract was entered into and the parties must return to each other the property [they have] received [from each other]; if return in kind is not possible, then monetary payment must be made.
4. The party at fault in the cancellation of the contract must compensate for damage.

Article 420. Unilateral Suspension of the Performance of a Contract

1. A party shall have the right to unilaterally suspend the performance of a contract and does not have to compensate for damage where the other party's breach of contract is a condition for suspension as agreed upon by the parties or as provided by law. The party breaching the contract must compensate for damage.
2. The party which unilaterally suspends the performance of the contract must immediately notify the other party of the suspension of the contract; if [the suspending party] fails to inform the other party and [thereby] causes damage, [the suspending party] must compensate.
3. When the performance of a contract is unilaterally suspended, the contract shall terminate as from the time the other party receives notice of the suspension. The parties do not have to continue to perform their obligations. The party that has already performed its obligations shall have the right to demand that the other party make payment.

Chapter II

GENERAL⁽¹⁾ CIVIL CONTRACTS

Section 1

CONTRACTS FOR THE SALE AND PURCHASE OF PROPERTY

**I. GENERAL PROVISIONS ON CONTRACTS FOR THE SALE
AND PURCHASE OF PROPERTY**

Article 421. Contracts for the Sale and Purchase of Property

A contract for the sale and purchase of property is an agreement between parties, pursuant to which the seller has the obligation to hand over the property and transfer the ownership rights to that property to

100. Literally "commonly used" civil contracts.

the purchaser and to receive monetary payment⁽¹⁰¹⁾, [and] the purchaser shall have the obligation to accept the property and make monetary payment⁽¹⁰²⁾ to the seller.

Article 422. Subjects of a Contract for Sale and Purchase

1. Subjects of a contract for sale and purchase may be objects or property rights. [Such] objects and property rights must exist and their transaction must be permitted.
2. In circumstances where the subject of a contract for sale and purchase is an object, [such] object must be identified by its utility value, category, quantity and quality.
3. Where the subject of a contract for sale and purchase is property rights, then documentation or other evidence thereof must [be produced to] prove that such rights are in the seller's ownership.

Article 423. Quality of Objects for Sale and Purchase

1. The quality of the objects for sale and purchase shall be agreed upon by the parties.
2. In circumstances where the quality of an object has been registered or regulated by the competent State authority, the quality of the object shall be determined in accordance with the registered standards or regulations of the competent State authority.
3. Where the parties have no agreement upon or the law does not stipulate the quality [of the object], the quality of an object for sale and purchase shall be determined in accordance with the purpose of use and the average quality of objects of the same kind.

Article 424. Price and Method of Payment

1. The price shall be agreed upon by the parties or determined by a third party at the request of the parties.
With respect to property for which the State has prescribed price frames, the parties shall agree upon a price within the limits of such price frames.
In circumstances where the parties have agreed that payment shall be made according to the market price, the price shall be determined at the moment and place of payment.
2. The parties may agree on the application of a price fluctuation⁽¹⁰³⁾ coefficient when there is a movement in price.
3. The method of payment shall be agreed upon by the parties or stipulated by law.

Article 425. The Time Limit for Performance of a Contract for Sale and Purchase

1. The time limit for the performance of a contract for sale and purchase shall be agreed upon by the parties.
The seller must hand over the property to the buyer at the time agreed upon; the seller may only hand over the property prior to the time limit, if the buyer gives its consent [thereto].
2. Where the parties have not agreed upon the time limit for handing over the property, the buyer shall have the right to demand that the seller hand over the property and the seller shall also have the right to demand that the buyer accept the property at any time, but [the parties] must give advance notice to each other within a reasonable prior of time⁽¹⁰⁴⁾, if not otherwise agreed.
3. Where the parties have no agreement as to the time limit for payment, the buyer must pay immediately upon receipt of the property.

101. Literally: "to pay money".

102. See previous footnote.

103. From the Vietnamese term "*trōit giY*" which may also be translated as inflation or price adjustment.

104. See footnote to Article 290 (2).

Article 426. Place for Handing Over the Property

The parties shall agree on a place for handing over the property; if there is no agreement, the provisions in Article 289 of this Code shall apply.

Article 427. Methods of Handing Over the Property

The property shall be handed over in accordance with the methods agreed upon by the parties depending on the nature and subject of the contract; if there is no agreement as to the method for handing over the property, the property shall be handed over to the buyer directly in one [instalment].

Article 428. Liability for Handing Over Incorrect Quantity of Objects

1. In circumstances where the seller hands over the objects in a quantity which is larger than the quantity agreed upon, the buyer shall have the right not to accept the excess portion; if accepted, [the buyer] must pay for the excess portion at the price agreed upon.
2. In circumstances where the seller hands over the objects in a quantity which is less than the quantity agreed upon, the buyer shall have one of the following rights:
 - a. Cancel the contract and demand compensation for damage;
 - b. Accept the portion handed over and demand compensation for damage; [or]
 - c. Accept the portion handed over and set a time limit for the seller to hand over the outstanding portion.

Article 429. Liability for Handing Over an Incomplete Set of an Object

1. Where an object was handed over in an incomplete set thereby making the purpose of use of the object unachievable, the buyer shall have one of the following rights:
 - a. Cancel the contract and demand compensation for damage; [or]
 - b. Accept and demand that the seller hand over the remaining portion or parts, demand compensation for damage and postpone payment for the portion or parts received until the complete set is handed over.
2. In circumstances where the buyer has made payment but has not yet received the [whole] object due to the hand over of an incomplete set, [the buyer] shall be paid interest on the amount [pre-paid] at the interest [rate] for overdue debts stipulated by the State Bank and demand that the seller has to compensate for damage due to the hand over of the incomplete set as from the time the contract must be performed to the time the complete set is handed over.

Article 430. Liability for Handing Over Objects of the Incorrect Kind

In circumstances where the object handed over is of the incorrect kind, the buyer shall have one of the following rights:

1. Cancel the contract and demand compensation for damage;
2. Accept [the object] and make payment at the price agreed upon by the parties; [or]
3. Demand the hand over of the correct kind [of object] and compensation for damage.

Article 431. The Duty to Make Payment

1. The buyer must make payment in full at the place and time agreed upon.
2. The buyer must pay interest as from the date of delaying the payment as stipulated in Clause 2 of Article 313 of this Code, except in circumstances where otherwise agreed or provided by law.

Article 432. The Moment at Which Ownership Rights Are Transferred

1. The ownership rights with respect to a property for sale [and] purchase shall pass to the buyer as from the moment at which the buyer receives the property, if not otherwise agreed or provided by law.
2. With respect to contracts for the purchase [and] sale of property for which property the law prescribes the registration of the ownership rights, the ownership rights shall pass to the buyer as

from the completion of the procedures for registering the ownership rights with respect to such property.

Article 433. The Moment for Bearing Risks

1. The seller shall bear the risk with respect to the property to be purchased and sold until the property is handed over to the buyer, whereas the buyer shall bear the risk with respect to the property to be purchased and sold as from the receipt of the property, if not agreed otherwise.
2. With respect to contracts for the purchase and sale of property for which property the law prescribes the registration of the ownership rights, the seller shall bear the risk until the completion of the registration procedures, [whereas] the buyer shall bear the risk as from the completion of the registration procedures, including [cases] where the buyer has not yet received the property, if not agreed otherwise.

Article 434. Transportation Costs and Costs Related to the Transfer of Ownership Rights

In circumstances where there is no agreement and the law does not provide for transportation costs and the costs related to the transfer of ownership rights, the seller must bear the costs for transportation to the place of performance of the obligation and the costs related to the transfer of the ownership rights.

Article 435. The Obligation to Provide Information and Guidelines for Use

The seller has the obligation to provide to the buyer with the necessary information on the property to be purchased and sold and guidelines on how to use the property; if the seller fails to perform this obligation, the buyer shall have the right to demand performance from the seller and, if the seller still fails to perform, the buyer shall have the right to cancel the contract and demand compensation for damage.

Article 436. Guarantee of the Buyer's Ownership Rights with Respect to the Purchased Property

1. The seller has the obligation to guarantee that the ownership rights to the property sold to the buyer are not disputed by a third party.
2. In circumstances where the property is contested by a third party, the seller must support the buyer in order to protect the buyer's interests; if a third party holds the ownership rights over the entirety or part of the property to be purchased and sold, the buyer shall be entitled to cancel the contract and demand that the seller compensate for damage.

In circumstances where a buyer knows or should have known that the property to be purchased and sold is under the ownership of a third party but nonetheless makes the purchase, [the buyer] must return that property to the owner and shall not be entitled to demand compensation for damage.

Article 437. Guarantee of the Quality of the Object to be Purchased and Sold

1. The seller must guarantee the utility value or the properties of the object to be purchased and sold; if the buyer discovers, after having made the purchase, defects which cause the purchased object to lose its value or to diminish its utility value, [the buyer] must immediately notify [the seller] of the defects when he/she discovers them and shall be entitled to demand that the seller repair or exchange the defective object [for another object], reduce [its] price and/or compensate for damage, if not agreed otherwise.
2. The seller must guarantee that sold objects correspond with the descriptions on the packaging, trademarks or with samples selected by the buyer.
3. The seller shall bear no liability for the defects of an object in the following circumstances:
 - a. [In the case of] defects of which the buyer was aware or ought to have been aware at the time of the purchase;

- b. [Where] the objects have been sold at auctions, [or] at second-hand shops; [and]
- c. [Where] the buyer has been at fault in causing the object's defects.

Article 438. Warranty Obligation

The seller has the obligation to provide a warranty for the object to be purchased and sold for a [certain] period, which is referred to as the warranty period, if [the provision of] a warranty has been agreed upon by the parties or is stipulated by law.

The warranty period shall be calculated from the moment at which the buyer is under the obligation to accept the object.

Article 439. The Right to Claim a Warranty

If the buyer discovers a defect of the purchased and sold object during the warranty period, [he/she] shall have the right to demand that the seller repair [the same] free of charge, reduce [its] price, exchange it for another object or to return the object in exchange for a refund.

Article 440. Repair of Objects During the Warranty Period

1. The seller must repair the objects and must guarantee that the same fully satisfy the quality standards or possess the particular characteristics as promised.
2. The seller shall bear the cost for repairing the object and for its transportation to the place of repair and from the place of repair to the buyer's place of residence or head office.
3. The buyer shall have the right to demand that the seller complete the repairs within the time limit agreed upon by the parties or within a reasonable period of time; if the seller is unable to make or complete the repairs within that time limit, the buyer shall have the right to demand a price reduction, an exchange of the defective object for another object or the return of the object in exchange for a refund.

Article 441. Compensation for Damage During the Warranty Period

1. In addition to demanding that the warranty measures be performed, the buyer shall have the right to demand that the seller compensate for damage caused during the warranty period due to technical defects of the object.
2. The seller does not have to compensate for damage, if [he/she] can prove that the damage was caused due to the buyer's fault. The seller shall be entitled to a reduction in the amount of compensation for damage, if the buyer fails to take the necessary measures [available] within his/her capacity in order to prevent and limit the damage.

Article 442. Sale and Purchase of Property Rights

1. In circumstances where property rights are purchased and/or sold, the seller must hand over the [relevant] documents and must complete the procedures for transferring the ownership rights to the buyer, whereas the buyer must make payment to the seller.
2. In circumstances where property rights are the rights to demand payment of a debt and the seller has undertaken to guarantee the debtor's ability to make payment, the seller must bear joint liability for the payment, if the debt falls due and the debtor fails to make payment.
3. The moment at which the ownership rights with respect to the property rights are transferred shall be the moment at which the buyer receives the documents confirming the ownership rights with respect to the property rights or from the moment when the transfer of the ownership rights is registered, if so provided by law.

II. CONTRACTS FOR THE SALE AND PURCHASE OF HOUSES

1- CONTRACTS FOR THE SALE AND PURCHASE OF RESIDENTIAL HOUSES

Article 443. The Form of Contracts for the Sale and Purchase of Residential Houses

Contracts for the sale and purchase of residential houses shall be made in writing and shall be notarised by a State notary public or authenticated by the competent People's Committee.

Article 444. The Procedures for the Sale and Purchase of Residential Houses

The parties must register the transfer of the title to a residential house at the competent State authority. Ownership rights to residential houses shall pass to the buyer as from the moment when they are registered.

Article 445. Sale of Residential Houses Under Common Ownership

The sale of a residential house under the consolidated common ownership of several persons must have the written consent of all owners.

The sale of a residential house under partial common ownership must not affect the rights and interests of the other owners in the [partial] common ownership. The other owners in the [partial] common ownership have the preemptive right of purchase as stipulated in Clause 3 of Article 237 of this Code.

Article 446. Sale of Residential Houses Which Are Currently Being Leased

In cases of a sale of currently-leased residential houses, the lessee has the preemptive right of purchase if [he/she] has no other place to live yet and has fulfilled all his/her obligations as a lessee.

The owner of a currently-leased residential house shall give advance notice of the terms of the sale to the lessee no later than three months before the sale, calculated from the moment when the lessee receives the notice until the moment of the sale. The owner shall be entitled to sell [his/her] residential house to another person, if the lessee refuses to purchase or fails to reply before the expiry of the notification period.

Article 447. The Obligations of Sellers of Residential Houses

The seller of a residential house shall have the following obligations:

1. Notify the buyer of restrictions on the ownership rights with respect to the residential house for sale and purchase, if any.
2. Take care of the sold residential house during the period preceding its hand over to the buyer;
3. Hand over the residential house to the buyer in the same condition as stipulated in the contract, together with the documents related to the house;
4. Duly perform the procedures for the purchase and sale of residential houses as stipulated in Article 444 of this Code; [and]
5. Pay taxes in accordance with the provisions of law.

Article 448. The Rights of Sellers of Residential Houses

The seller of a residential house shall have the following rights:

1. Demand that the buyer accepts the house strictly at the time agreed upon;
2. Demand that the buyer makes payment strictly at the time and in accordance with the method agreed upon;
3. Demand that the buyer completes the procedures for the purchase and sale of residential houses within the agreed time limit; [and]
4. Not hand over the house until full payment is received as agreed upon.

Article 449. The Obligations of Buyers of Residential Houses

The buyer of a residential house shall have the following obligations:

1. Pay the purchase monies in full strictly within the time limit, [and] in accordance with the method agreed upon; if the contract does not provide for the time limit and place of payment, the buyer must make payment at the moment when the seller hands over the house and at the place where the sold house is located;

2. Accept the house strictly at the time agreed upon;
3. In cases of purchase of a house currently being leased, [the buyer] must guarantee the lessee's rights and interests as agreed in the lease contract while its term remains in effect; [and]
4. Duly perform the procedures for the purchase and sale of residential houses as stipulated in Article 444 of this Code.

Article 450. The Rights of Buyers of Residential Houses

The buyer of a residential house shall have the following rights:

1. Receive the house together with the documents related thereto in the same condition as stipulated in the contract;
2. Demand that the seller completes the procedures for the purchase and sale of residential houses within the agreed time limit; [and]
3. Demand that the seller hands over the house strictly within the time limit, if [the seller] fails to hand over the house or delays the hand over of the house, [he/she] must compensate for damage.

2- CONTRACTS FOR THE SALE AND PURCHASE OF HOUSES FOR OTHER PURPOSES

Article 451. Purchase of Houses for Other Purposes

Except in circumstances where the law provides otherwise, the provisions in Article 443 to Article 450 of this Code shall also apply to the purchase of houses which are used for purposes other than as a residential house, with the exception of the preemptive right of purchase as stipulated in Article 446 of this Code.

**III. A NUMBER OF EXCLUSIVE PROVISIONS FOR
THE PURCHASE AND SALE OF PROPERTY**

Article 452. Sales by Auction

1. Property may be put up for sale at auctions as desired by the owners or as provided by law. [Where] property under common [ownership] is put up for sale at auctions, all owners in the common ownership must have given their consent [thereto], except in circumstances where otherwise agreed or provided by law.
2. The auctioneer shall be an agency, [or] organisation stipulated by the law.

Article 453. Announcement of Auctions

1. The auctioneer must make a public announcement at the place of auction and through the mass media as to the time, place, quantity, quality and the list of properties to be auctioned no less than seven days before the date of the auction in respect of moveable property and no less than thirty days before the date of the auction in respect of immoveable property, except in circumstances where the law otherwise provides.
2. The owners and persons who are related to the auctioned property must be informed of the auction in order to take part in fixing the reserve price, except in circumstances where otherwise agreed or provided by law.

Article 454. Conducting the Auction Sale

1. At an auction, the auctioneer shall announce the reserve price.
2. The person who submits the highest bid, and [which must] at least be equal to the reserve price, shall be the person who is entitled to purchase the auctioned property and shall be deemed to have accepted to enter into a contract.
3. The auction sale shall be put into a written document which shall have the signatures of the buyer, the seller and two witnesses.

4. The time limit for handing over the auctioned property, [and] the time and method of payment shall be implemented in accordance with the regulations on auctions.
5. The auctioneer shall bear no liability for the value [and/or] quality of the auctioned property.
6. In circumstances where the highest offer that has been announced is lower than the reserve price, the auction shall be deemed to be unsuccessful.
7. In circumstances where the first auction was unsuccessful, a second auction shall be held.

The Government shall promulgate regulations on auctions.

Article 455. Auctions of Immoveable Property

1. The sale by auction of immoveable property shall be conducted at the locality where the immoveable property is located or at a place determined by the agency [or] organisation which holds the auction.
2. After the announcement of an auction of immoveable property, persons who wish to make a purchase must register to purchase and submit an advance cash deposit. If the auctioned property is purchased, the advance deposit shall be deducted from the purchase price; if the [successful] bidder refuses to purchase, [he/she] may not recover such advance deposit. The auctioneer must refund the advance deposit to those who have registered to purchase but could not purchase the auctioned property. The list of registered bidders shall be announced publicly at the place of the auction.
3. The purchase and sale of auctioned immoveable property shall be put into a written document [which must be] notarised by a State notary public and registered with the competent State authority.

Article 456. Purchase after Trial Use

1. The parties may agree upon the trial use of purchased objects by the buyer for a period referred to as the trial use period. During the trial use period, the buyer may reply as to whether [he/she wishes] to make the purchase or not; if the purchaser fails to reply before the expiry of the trial use period, [he/she] shall be deemed to have accepted the purchase at the terms agreed before the objects were received for trial use.
2. During the trial use period, the objects shall still remain under the seller's ownership. The seller must bear all risks with respect to the objects, if not otherwise agreed. During the trial use period, the seller is not permitted to sell, give as a gift, lease, exchange, mortgage, [or] pledge the property or offer it as a guarantee, while the purchaser has not yet replied.
3. In circumstances where the trial user replies that [he/she] does not wish to make the purchase, [he/she] must return the objects to the seller and must compensate the seller for damage if [he/she] has caused the loss of or damage to the trial objects. The trial user shall bear no liability for normal wear and tear caused by the trial use and shall not have to return the fruits gained from the trial use.

Article 457. Purchase by Deferred Payment or Payment in Instalments

1. The parties may agree on a purchase by the buyer by deferred payment or by payment in instalments of the purchase monies within a [specified] time period after receipt of the purchased object. The seller is entitled to reserve his/her ownership rights to the sold objects until the purchaser has made full payment, except in circumstances where otherwise agreed.
2. Contracts for purchase by deferred payment or by payment in instalments shall be made in writing. The purchaser shall be entitled to use the object purchased by deferred payment or by payment in instalments and must bear the risk during the use period, except in circumstances where otherwise agreed.

Article 458. Redemption of Sold Property

1. The seller may agree with the buyer on the right to redeem the sold property during⁽¹⁰⁵⁾ a period of time which is called the redemption period.
The redemption period for the property shall be agreed upon by the parties but [it] shall not exceed one year in respect of moveable property and five years in respect of immovable property, from the moment of hand over of the property. During this period, the seller shall be entitled to redeem at any time but must give advance notice to the buyer within a reasonable period of time⁽¹⁰⁶⁾. The redemption price shall be the market price at the time and place of redemption, if not otherwise agreed.
2. During the redemption period, the buyer is not permitted to sell, exchange, give as a gift, lease, mortgage, [or] pledge the property, [or] offer it as a guarantee, [and] must bear the risk in respect of the property.

Section 2

CONTRACTS FOR THE EXCHANGE OF PROPERTY

Article 459. Contracts for the Exchange of Property

1. Contracts for the exchange of property are agreements between the parties, pursuant to which the parties hand over the property and transfer the ownership rights thereto to each other.
2. A contract for the exchange of property must be made in writing, [and] notarised by a State notary public or authenticated by the competent People's Committee or registered with the competent State authority, if so provided by law.
3. In circumstances where one party exchanges with the other party property which is not under its ownership rights or for which it has no authorisation from the owner, the other party shall be entitled to cancel the contract and demand compensation for damage.
4. Each party shall be deemed to be the seller of the property handed over to the other party and the buyer of the property received. The provisions on purchase and sale contracts in Articles 421 through 430 and Articles 432 through 441 of this Code may also be applied in respect of contracts for the exchange of property.

Article 460. Settlement of Differences in Value

In circumstances where the exchanged property differs in value, the parties must settle that difference between themselves, except in circumstances where otherwise agreed or provided by law.

Section 3

CONTRACTS FOR GIFTS OF PROPERTY

Article 461. Contracts for a Gift of Property

Contracts for a gift of property are agreements between the parties pursuant to which the donor hands over his/her property and transfers his/her ownership rights [thereto] to the donee without demand of consideration, [and] the donee agrees to accept [the gift].

Article 462. Gifts of Moveable Property

105. The drafters have used the term "sau" which is "after" in English. However, it is clear that the English term "during" is more appropriate, as used in the following paragraph.

106. See footnote to Article 290 (2).

Contracts for a gift of moveable property shall take effect when the donee receives the property. In respect of property for which the law prescribes the registration of the ownership rights, the contract shall take effect from the moment when the registration procedures are completed.

Article 463. Gifts of Immoveable Property

1. Gifts of immoveable property must be made in writing, notarised by a State notary public or authenticated by the competent People's Committee and must be registered with the competent State authority, if the provisions of the law on immoveable property provide for the registration of the ownership rights.
2. Contracts for a gift of immoveable property shall take effect from the moment of registration; in the case of immoveable property for which no registration of the ownership rights is required, the gift contract shall take effect from the moment when the property is received.

Article 464. Liability for Intentional Gifts of Property Not Under One's Ownership

In circumstances where a donor makes an intentional gift of property which he/she does not own and the donee is unaware or cannot be aware thereof, the donor must reimburse the donee for [any] costs incurred to increase the value of the property when it is reclaimed by its [rightful] owner.

Article 465. The Obligation to Disclose Defects of the Gift

The donor has the obligation to notify the donee of defects in the gift property.

Article 466. Conditional Gifts of Property

1. The donor may demand that the donee perform one or several civil obligations before or after the grant of the gift. The conditions for making the gift must not contravene the law [and/or] social morality.
2. In circumstances where the obligations must be performed before the gift is made, the donor must pay the donee for obligations performed by the donee, if the donee has fulfilled his/her obligations and the donor fails to hand over the property.
3. In circumstances where the obligations must be performed after the gift is made and the donee fails to perform them, the donor shall have the right to reclaim the property and demand compensation for damage.

Section 4

CONTRACTS FOR THE LOAN OF PROPERTY

Article 467. Contracts for the Loan of Property

Contracts for the loan of property are agreements between the parties pursuant to which the lender hands over a sum of money or an object to the borrower; when the loan falls due, the borrower must repay the sum of money or return an object of a type in the correct quantity, [and] quality and must pay interest only if so agreed or stipulated by law.

Article 468. Form of Contracts for the Loan of Property

Contracts to loan property may be executed orally or in writing; if the parties have so agreed or the law requires a loan contract to be in writing, such forms must be complied with.

Article 469. Ownership Rights to Borrowed Property

The borrower shall become the owner of the borrowed property from the moment of receipt of that property.

Article 470. Obligations of the Lender

A lender has the following obligations:

1. Hand over the property to the borrower in full, [and] strictly in accordance with the quality, the time and place agreed upon;

2. Compensate the borrower for damage where the lender is aware that the property does not satisfy the [required] quality but fails to notify the borrower, except in circumstances where the borrower is aware thereof but nonetheless accepts the property; [and]
3. Not demand that the borrower returns the property before the due date, except in the circumstances stipulated in Article 475 of this Code.

Article 471. The Obligation of Borrowers to Repay Debts

1. Where the property borrowed is a sum of money, the borrower must repay the sum in full when it falls due; if the property is an object, an object of the same kind [and] in the correct quantity and quality must be returned, except in circumstances where otherwise agreed.
2. In circumstances where the borrower is unable to return the object, [he/she] may pay [for it] in money according to the value of the borrowed object at the moment and place of repaying the debt, if consented to by the lender.
3. The place for repayment of a debt shall be the lender's place of residence or head office, except in circumstances where otherwise agreed.
4. If, in the case of an interest-free loan, the borrower fails to make repayment or repayment in full when the debt falls due, [he/she] must pay interest on the amount of overdue debts at the rate set for time savings deposits by the State Bank in accordance with the duration of late payment as at the moment of repayment, if so agreed.
5. If, in the case of a loan with interest, the borrower fails to make repayment or repayment in full, [he/she] must pay interest on the principal and interest thereon at the rate set for overdue debts by the State Bank in accordance with the loan period at the moment of repayment.

Article 472. Use of Borrowed Property

The parties may agree that the borrowed property must be used for the designated purpose of the loan; the lender shall be entitled to check the use of the property and shall be entitled to demand the early return of the borrowed property, if the borrower continues to use the property contrary to its purpose despite prior warning [by the lender].

Article 473. Interest

1. The interest for a loan shall be agreed by the parties but may not exceed [by more than] 50% the highest interest rate set by the State Bank for similar types of loans.
2. In circumstances where the parties have agreed on the payment of interest for a loan but fail to specify the interest clearly or there is a dispute as to the interest, the interest for time savings deposits set by the State Bank shall be applied in accordance with the loan period as at the moment of repayment.

Article 474. Performance of Loan Contracts Without Fixed Term

1. With respect to contracts for an interest-free loan without a fixed term, the lender shall have the right to reclaim the property at any time and the borrower also shall have the right to repay the debt at any time, but each party must give advance notice to the other within a reasonable period of time⁽¹⁰⁷⁾, if not otherwise agreed.
2. With respect to contracts for a loan without a fixed term and with interest, the lender shall have the right to reclaim the property at any time but must give advance notice to the borrower within a reasonable period of time⁽¹⁰⁸⁾ and shall be paid interest up to the moment when the property is

107. See footnote to Article 290 (2).

108. See footnote to Article 290 (2).

returned, whereas the borrower also shall have the right to repay the property at any time and pay interest only up to the moment of repayment, but must also give advance notice to the lender within a reasonable period of time⁽¹⁰⁹⁾.

Article 475. Performance of Fixed-term Loan Contracts

1. With respect to contracts for interest-free loans with a fixed term, the borrower shall have the right to return the property at any time but must give advance notice to the lender within a reasonable period of time⁽¹¹⁰⁾, whereas the lender may demand the premature return of the property only if the borrower consents.
2. With respect to contracts for fixed-term loans with interest, the borrower shall have the right to return the property before the due date, but must pay interest for the entire term, if not otherwise agreed.

Section 5

CONTRACTS FOR THE LEASE OF PROPERTY

**I. GENERAL PROVISIONS ON CONTRACTS
FOR THE LEASE OF PROPERTY**

Article 476. Contracts for the Lease of Property

Contracts for the lease of property are agreements between the parties pursuant to which the lessor shall hand over the property to the lessee for use during a [specified] time period, and the lessee must pay rent.

Article 477. Form of Contracts for the Lease of Property

Contracts for the lease of property shall be made in writing, notarised by a State notary public or authenticated by the competent People's Committee, if so agreed or stipulated by the law.

The provisions in Articles 714 through 726 of this Code shall apply to the lease of land use rights.

Article 478. Rental Prices

Rental prices for the lease of property shall be agreed upon by the parties.

In circumstances where the law prescribes frames of rental prices, the parties may only agree on a rent [which remains] within the range of such price frames.

Article 479. Lease Term

1. The term of a lease shall be agreed upon by the parties; if there is no agreement thereto, [the lease term] shall be determined according to the purpose of the lease.
2. In circumstances where the parties have not agreed upon the lease term or the lease term cannot be determined according to the lease purpose, the lease contract shall expire when the lessee has achieved the purpose of the lease.

Article 480. Sub-lease

The lessee shall have the right to sub-let the leased property if the lessor gives its consent thereto.

Article 481. Hand Over of Lease Property

1. The lessor must hand over the property to the lessee strictly in accordance with the quantity, quality, type [and] condition and at the place and time agreed upon, and must provide the necessary information on the use of the property.

109. See footnote to Article 290 (2).

110. See footnote to Article 290 (2).

2. In circumstances where the lessor delays the hand over of the property, the lessee may extend [the time] for the hand over of the property or may cancel the contract and demand compensation for damage; if the leased property fails to satisfy the quality agreed upon, the lessee shall be entitled to demand that the lessor repair it [or] reduce the rental price, or cancel the contract and demand compensation for damage.

Article 482. The Obligation to Guarantee the Utility Value of Leased Property

1. The lessor must guarantee that the leased property is in the agreed condition and is suitable for the purpose of the lease during the entire lease term; [the lessor] must repair any damages and defects of the leased property, except for minor damage which, according to customary practice, the lessee must repair him/herself.
2. In circumstances where the utility value of the leased property decreases but not due to the lessor's fault, the lessee shall have the right to demand from the lessor [the following]:
 - a. The repair of the property;
 - b. A reduction of the rental price;
 - c. The exchange of the property for another or [alternatively, the lessee may] unilaterally suspend the performance of the contract and demand compensation for damage if the leased property is beyond repair and thus the purpose of the lease can not be achieved, or if the property has defects of which the lessee was not aware.
3. In circumstances where the lessor has been given notice but fails to make the repairs or fails to make the repairs in time, the lessee shall have the right to repair the leased property him/herself, but must inform the lessor [thereof] and shall have the right to demand from the lessor the reimbursement of the repair costs.

Article 483. Obligation to Guarantee the Lessee's Right to Use the Property

The lessor must guarantee the lessee's right of quiet enjoyment of the property.

In case of a dispute as to the ownership rights to the leased property which prevent its quiet enjoyment by the lessee, the lessee shall have the right to unilaterally suspend the performance of the contract and demand compensation for damage.

Article 484. Obligation to Take Care of Leased Property

1. The lessee must take care of the leased property as if it were his own, must take care of it and make minor repairs; if [the lessee] causes the loss of or damage to the property, [he/she] must compensate.
The lessee shall not be liable for normal wear and tear due to the use of the leased property.
2. The lessee may effect [major] repairs/improvements⁽¹¹¹⁾ to the leased property and increase its value with the lessor's consent, and shall have the right to demand reimbursement for reasonable costs [incurred] from the lessor.

Article 485. Obligation to Use Leased Property Strictly in Accordance with its Utility, [and] the Agreed Purpose

1. The lessee must use the leased property strictly in accordance with its utility and the purpose agreed upon.

111. The English terms "repairs/improvements" used above are not a literal translation of the original Vietnamese term "*tu sửa*" used in this paragraph. The term "*tu sửa*" combines the meanings of the terms "repair", "maintain", "renovate", "improve" and "rebuild".

2. In circumstances where the lessee fails to use the leased property strictly in accordance with its purpose and utility, the lessor shall have the right to unilaterally suspend the performance of the contract and may demand compensation for damage.

Article 486. Payment of Rent

1. The lessee must pay the rent in full and strictly at the time agreed upon; in the absence of an agreement on the time of rent payment, the time of payment shall be determined in accordance with the customary practice at the place of payment; if it is impossible to determine the time of payment in accordance with customary practice, the lessee must make payment when he/she returns the leased property.
2. In circumstances where the parties have agreed upon payment of rent in instalments, the lessor shall have the right to unilaterally suspend the performance of the lease contract if the lessee fails to make payment for three consecutive instalments, except where otherwise agreed or stipulated by law.

Article 487. Return of Leased Property

1. The lessee must return the leased property in the same condition as it was received, except for normal wear and tear, or in the condition agreed upon in the contract; if the value of the leased property has decreased compared to its condition at the time of receipt, the lessor shall be entitled to demand compensation for damage, except for normal wear and tear.
2. In circumstances where the leased property is moveable property, the place for returning the leased property shall be the lessor's place of residence or head office, except in circumstances where otherwise agreed.
3. In circumstances where the lessee delays the return of the leased property, the lessor shall have the right to demand that the lessee returns the leased property and pays rent for⁽¹¹²⁾ the period of delay, and [the lessee] must compensate for damage; the lessee must pay a penalty for the late return of the leased property, if so agreed.
The lessee must bear the risks with respect to the leased property during the period of delayed return.
4. In circumstances where the leased property is livestock, the lessee must return both the leased livestock and any offspring born during the lease term, if not agreed otherwise. The lessor must reimburse the lessee for expenses incurred to care for the offspring.

Article 488. Termination of Leases

Lease contracts shall terminate in the following circumstances:

1. The lease term has expired;
2. The parties agree on termination prior to expiry; if, with respect to lease contracts without a fixed term, the lessor wishes to terminate the contract, [he/she] must give reasonable advance notice⁽¹¹³⁾, if there is no other agreement as to the period of advance notification;
3. The performance of the contract is unilaterally suspended or the contract is cancelled; [and]
4. The leased property has ceased to exist.

II. CONTRACTS FOR THE LEASE OF HOUSES

112. The Vietnamese phrase is "*phải b'Yo cho b'An thu'Á bi'Et tr'oc m'et théi gian hip l'ũ*" which is must give advance notice of a reasonable period of time" if translated literally. It does not certain the term "trong" or "within"

113. See footnote to Article 487 (3).

1- CONTRACTS FOR THE LEASE OF RESIDENTIAL HOUSES

Article 489. Form of Contracts for the Lease of Residential Houses

A contract for the lease of residential houses must be made in writing [and], if the lease has a term of six months or more, it must be notarised by a State notary public or authenticated by the competent People's Committee and must be registered with the competent State authority.

Article 490. Rental Prices for the Lease of Residential Houses

1. The rental price for residential leases shall be agreed upon by the parties. In circumstances where the law prescribes frames of rental prices for residential leases, the rental price may not exceed such price frames.
2. With respect to contracts for the lease of residential houses with a term of two years or more, if adjustments to the price frames for residential leases are promulgated by the State, the rental prices shall also be adjusted accordingly.
3. With respect to contracts for the lease of residential houses with a term of two years or more, if the lessor has improved or upgraded [the property], [he/she] shall be entitled to increase the rental price, but must give the lessee at least three months advance notice from the moment at which the improvement or upgrading [works] are completed.

If the lessee does not agree to the rent increase, [he/she] shall be entitled to initiate a legal action to request a court to resolve the dispute. The new rental price shall be determined by a court based on the increase in the utility value after the repairs, [and] improvements.

Article 491. Obligations of Lessors of Residential Houses

Lessors of residential houses have the following obligations:

1. Hand over the house to the lessee strictly in accordance with the contract;
2. Guarantee the lessee's right of quiet enjoyment of the house during the term of the lease; [and]
3. Maintain, [and] repair the house periodically or as agreed upon; if the lessor, by failing to maintain [and] repair the house, causes damage to the lessee, [he/she] must pay compensation.

Article 492. Rights of Lessors of Residential Houses

Lessors of residential houses have the following rights:

1. Receive the rent in full and strictly at the time agreed upon;
2. Unilaterally suspend the performance of the house lease contract as stipulated in Clauses 1 and 3 of Article 497 of this Code;
3. Improve and upgrade the leased house with the lessee's consent, but without causing inconvenience to the lessee's use of the accommodation; [and]
4. Repossess the leased house when the lease contract has expired; if the contract does not provide for a lease term, the lessor must give the lessee six months' advance notice if he/she wishes to repossess the house.

Article 493. Obligations of Lessees of Residential Houses

Lessees of residential houses have the following obligations:

1. Use the house strictly for the purpose agreed upon;
2. Pay the rent in full and strictly at the time agreed upon;
3. Look after the house, [and] repair any defects caused by himself/herself;
4. Respect the rules on public activities; [and]
5. Return the house to the lessor strictly in accordance with the agreement.

Article 494. Rights of Lessees of Residential Houses

Lessees of residential houses have the following rights:

1. Take possession of the leased house strictly in accordance with the agreement;

2. Exchange the currently leased house with another lessee with the lessor's written consent;
3. Sub-let the currently leased house with the lessor's written consent;
4. In circumstances where the owner of the house is changed, to continue to lease the house at the terms agreed with the [original] lessor;
5. Have the priority right to sign subsequent lease contracts, if the lease term has expired and the house continues to be used for lease; [and]
6. Have the preemptive right to purchase the leased house as stipulated in Article 446 of this Code; [and]
7. Unilaterally suspend the performance of the house lease contract as stipulated in Clause 2 and Clause 3 of Article 497 of this Code.

Article 495. Repairs of Currently Leased Residential Houses

1. If the lessor wishes to make periodic or unexpected major repairs to the house, [he/she] must give the lessee one month's advance notice of the moment at which the repairs shall commence and of their duration.
2. The lessee must arrange his/her own temporary accommodation for the duration of periodic repairs; the lessor must provide temporary accommodation for the lessee during unexpected major repairs, if not agreed otherwise.
3. In circumstances where the repair work lasts one month or longer and the lessee has arranged temporary accommodation on his/her own, the lessee shall not pay rent [for the leased house] during such periods and shall have the right to extend the lease term by a period equal to the duration of repairs.
4. The lessee shall have the right to demand that the lessor repair the house if it suffers from serious damage; if the lessor fails to make the repairs, the lessee may make the repairs by him/herself or [alternatively] shall have the right to unilaterally suspend the performance of the contract and demand compensation for damage; if the lessee repairs the house him/herself, he/she must notify the lessor [thereof] and may demand from the lessor the reimbursement of the repair costs or their deduction from the rent.

Article 496. Rights and Obligations of Persons of the Lessee Who Are Named in Contracts for the Lease of Residential Houses

Persons of the lessee who are named in the residential house lease contract have equal rights and obligations in respect of the lessor and must jointly perform the obligations of the lessee to the lessor.

Article 497. Unilateral Suspension of the Performance of Contracts for the Lease of Residential Houses

1. The lessor of the house shall have the right to unilaterally suspend the performance of the house lease contract and demand compensation for damage, if the lessee commits any of the following acts:
 - a. Fails to pay rent for three consecutive months or more without a legitimate reason;
 - b. Fails to use the house strictly in accordance with the lease purpose;
 - c. Intentionally causes serious damage to the house;
 - d. Repairs, exchanges or sub-lets the entirety or part of the leased house to others without the lessor's consent;
 - e. Repeatedly disturbs public order and seriously affects the normal activities of people in the vicinity; [and]
 - f. Causes serious [adverse] impacts to environmental hygiene.

2. The lessee of the house shall have the right to unilaterally suspend the performance of the lease contract and demand compensation for damage, if the lessor commits any of the following acts:
 - a. Fails to repair the house when its quality has declined seriously; [and]
 - b. Increases the rent unreasonably.The lessee also shall have the right to unilaterally suspend the performance of the house lease contract if the right to use the house is restricted by third party interests.
3. The party which unilaterally suspends the performance of the house lease contract must give one month's advance notice to the other party, if not agreed otherwise.

Article 498. Termination of Contracts for the Lease of Residential Houses

Contracts for the lease of residential houses shall terminate in the following cases:

1. The lease contract has expired; if the contract does not specify the term of the lease, the contract shall terminate six months after the date on which the lessor informs the lessee of [his intention to] repossess the house;
2. The leased house has ceased to exist;
3. The lessee dies without a [surviving] co-habitant; [and]
4. The leased house must be demolished due to severe defects and the danger of collapse or due to the implementation of construction plans of the State.

Article 499. Right to Remain in Occupation

The lessee of the house shall have the right to remain in occupation for a duration of no more than three months, if the house lease contract has expired if he/she encounters difficulties in finding accommodation and an extension of the house lease contract does not seriously affect the lessor's interests.

Article 500. Right to Continue the Performance of Contracts for the Lease of Residential Houses Upon the Lessee's Death

Where the lessee dies and the lease term has not yet expired, the lessee's [surviving] co-habitants shall have the right to continue the performance of the lease contract until its expiry.

Article 501. Right to Continue a House Lease Upon Change of the Owner

In circumstances where there is a change of the owner of a currently leased house but the lease term or the [lessee's] right to remain in occupation has not yet expired, the lessee shall have the right to continue to lease the house at the terms agreed with the previous lessor; the new owner shall have the rights and obligations of a lessor with respect to the lessee.

2. LEASE OF HOUSES FOR OTHER PURPOSES

Article 502. Lease of Houses for Other Purposes

Except where the law does not provide otherwise, the provisions in Articles 489 to 501 of this Code shall also apply to the lease of houses which are used for purposes other than the lease as a residential house, with the exception of the priority right to sign subsequent lease contracts, the preemptive right of purchase, the right to remain in occupation [after the lease has expired] and the right to continue the performance of the lease contract stipulated in Clause 5 and Clause 6 of Article 494, and in Articles 499 and 500 of this Code.

III - CONTRACTS FOR THE "THUẢ KHOỠN" LEASE⁽¹¹⁴⁾ OF PROPERTY

114. There does not appear to be a suitable English translation for the term "*thuả khoỠn*" which would clearly distinguish this type of lease contract from an "ordinary" contract for the lease of property. As a matter of practice, "*thuả khoỠn* contracts" have been primarily used in agriculture, forestry and aquaculture in the context of contracting out plots of land, forest and water surfaces to family households for full or partial exploitation during a specified time. Traditionally, the households would pay rent in the form of a fixed

Article 503. Contracts for the "ThuẢ KhoỠn" of Property

A contract for "thuẢ khoỠn" of property is an agreement between the parties pursuant to which the "thuẢ khoỠn" lessor hands over the property to the "thuẢ khoỠn" lessee for the exploitation of utility, and for the enjoyment of the fruits, [and] income gained from such property and [the "thuẢ khoỠn" lessee] has the obligation to pay rent.

Article 504. Subjects of Contracts for the "ThuẢ KhoỠn" Lease of Property

The subjects of a "thuẢ khoỠn" lease contract may be land, forest, unexploited water surfaces, livestock, production [or] business facilities, [or] other materials/means of production together with the equipment required for the exploitation of their utility, [and] the enjoyment of the fruits, [and] income [generated therefrom], except in circumstances where the law provides otherwise.

Article 505. "ThuẢ KhoỠn" Lease Term

The "thuẢ khoỠn" lease term shall be agreed by the parties according to the production, [or] business cycle consistent with the nature of the "thuẢ khoỠn" subject.

Article 506. Form of "ThuẢ KhoỠn" Lease Contracts

A "thuẢ khoỠn" lease contract must be made in writing, notarised by a State notary public or authenticated by the competent People's Committee and must be registered with the competent State authority, if so stipulated by law.

Article 507. "ThuẢ KhoỠn" Rental Price

The "thuẢ khoỠn" rental price shall be agreed by the parties; if the "thuẢ khoỠn" lease is awarded by tender, its rental price shall be the price determined by bidding.

Article 508. Hand Over of "ThuẢ KhoỠn" Leased Property

Upon hand over of the "thuẢ khoỠn" lease property, the parties must prepare a protocol to assess its condition and determine its value.

If the parties are unable to determine the value, a third party shall be invited to determine the value and [such determination] must be made in writing.

Article 509. Payment of "ThuẢ KhoỠn" Rent and Method of Payment

1. Rent may be [paid] in kind, money or by performing a task.
2. The "thuẢ khoỠn" lessee must pay the "thuẢ khoỠn" rent in full even where he/she does not exploit the utility of the "thuẢ khoỠn" leased property.
3. When entering into a "thuẢ khoỠn" lease contract, the parties may agree on the conditions for a rent reduction; if at least one third of the fruits, or income is lost as a result of an event of force majeure, the "thuẢ khoỠn" lessee shall be entitled to demand a reduction of, or exemption from rent, except in circumstances where otherwise agreed.
4. In circumstances where the "thuẢ khoỠn" lessee must pay in kind according to the seasonal exploitation or the cycle of exploitation of the utility of the "thuẢ khoỠn" leased property, payment must be made at the end of the season or cycle, except in circumstances where agreed otherwise.
5. In circumstances where the "thuẢ khoỠn" lessee must perform a task, he/she must perform the agreed task.

Article 510. Exploitation of "ThuẢ KhoỠn" Leased Property

portion of the output from such land and forest Any portion exceeding such quota belonged to the "thuẢ khoỠn" lessee". In recent years, this concept has also been used with respect to livestock, agricultural equipment and in other areas. In the following, the original Vietnamese term is used.

The "thuả khoÿn" lessee must exploit the "thuả khoÿn" leased property for the agreed purpose and must notify the "thuả khoÿn" lessor periodically of its condition and the status of its exploitation; if the "thuả khoÿn" lessor has any unexpected request or requires unexpected notification, the "thuả khoÿn" lessee give prompt notice. If the "thuả khoÿn" lessee does not exploit the "thuả khoÿn" leased property strictly in accordance with the [agreed] purpose, the "thuả khoÿn" lessor shall have the right to unilaterally suspend the performance of the contract and demand compensation for damage.

Article 511. Taking Care, Maintenance and Disposal With Respect to "Thuả Khoÿn" Leased Property

1. During the period of exploitation of the "thuả khoÿn" leased property, the "thuả khoÿn" lessee must take care of, [and] maintain the "thuả khoÿn" leased property and the accompanying equipment at its own expense, except in circumstances where otherwise agreed; if the "thuả khoÿn" lessee causes the loss of or damage to the "thuả khoÿn" leased property or causes the loss or reduction of its value, [he/she] must pay compensation for damage. The "thuả khoÿn" lessee shall not be liable for normal wear and tear due to the use of the "thuả khoÿn" leased property.
2. The "thuả khoÿn" lessee may on its own replace, [and/or] improve the "thuả khoÿn" leased property, if so agreed, and must preserve its value.
The "thuả khoÿn" lessor must reimburse the "thuả khoÿn" lessee for the reasonable expenses of the replacement, [and/or] improvement of the "thuả khoÿn" leased property as agreed upon.
3. The "thuả khoÿn" lessee may not sub-let [the "thuả khoÿn" leased property] except with the "thuả khoÿn" lessor's consent.

Article 512. Enjoyment of Fruits, and Allocation of Losses With Respect to the "Thuả Khoÿn" Lease of Livestock

During the term of a "thuả khoÿn" lease of livestock, the "thuả khoÿn" lessee shall be entitled to enjoy half of any new-born livestock and must bear half of any losses of "thuả khoÿn" leased livestock caused by an event of force majeure, except in circumstances where agreed otherwise.

Article 513. Unilateral Suspension of the Performance of "Thuả Khoÿn" Lease Contracts

1. In circumstances where one party unilaterally suspends the performance of the contract, [he/she] must give reasonable advance notice⁽¹¹⁵⁾ to the other party within a reasonable period of time; if the "thuả khoÿn" lease is for the season or cycle of exploitation, then the period of advance notification must conform therewith.
2. In circumstances where the "thuả khoÿn" lessee breaches its obligations, but the exploitation of the "thuả khoÿn" leased property is its sole source of livelihood and a continuation of the "thuả khoÿn" lease would not seriously affect the interests of the "thuả khoÿn" lessor, then the "thuả khoÿn" lessor may not unilaterally suspend the performance of the contract; the "thuả khoÿn" lessee must undertake to the "thuả khoÿn" lessor not to commit further breaches of the contract.

Article 514. Return of "Thuả Khoÿn" Leased Property

Upon the termination of a "thuả khoÿn" lease contract, the "thuả khoÿn" lessee must return the "thuả khoÿn" leased property in a condition corresponding to the agreed level of depreciation; if [the "thuả khoÿn"

115. See footnote to Article 488 (2).

khoÿn" lessee] has caused the loss or reduction of the value of the "thuÁ khoÿn" leased property, he/she must pay compensation for damage.

Section 6

CONTRACTS FOR THE BAILMENT OF PROPERTY [WITHOUT REWARD]⁽¹¹⁶⁾

Article 515. Contracts for the Bailment of Property [Without Reward]

A contract for the bailment of property [without reward] is an agreement between the parties pursuant to which the bailor shall hand over property⁽¹¹⁷⁾ to the bailee for use free of charge during a [specified] time period, and the bailee must return such property at the end of the bailment period or when the purpose of the bailment has been achieved.

Article 516. Subjects of Contracts for the Bailment of Property [Without Reward]

All "Kháng tiÁu hao"⁽¹¹⁸⁾ objects can be the subjects of a contract for the bailment of property [without reward].

Article 517. Obligations of Bailees of Property

Bailees of property have the following obligations:

1. Take care of, [and] look after the bailment property as if it were his/her own property, and not to change its condition on his/her own; if the property suffers common damage, it must be repaired;
2. Not to [effect] the re-bailment of [the property] to other persons without the bailor's consent;
3. Return the bailment property on the due date; in the absence of an agreement on the time for returning the property, the bailee must return the property immediately after the purpose of the bailment has been achieved; [and]
4. Compensate for damage, where [the bailee] causes damage to or the loss of the bailment property.

The bailee shall not be liable for normal wear and tear of the bailment property.

Article 518. Rights of Bailees of Property

Bailees of property have the following rights:

1. Use the bailment property strictly in accordance with its utility and the purpose agreed upon; [and]
2. Demand from the bailor the reimbursement of reasonable expenses for the repair of the bailment property, or for the increase of its value, if so agreed.

Article 519. Obligations of Bailors of Property

Bailors of property have the following obligations:

1. Provide the necessary information on the use of the property and its defects, if any;
2. Reimburse the bailee for expenses for the repair of the property, [or] for [any] increase of its value, if so agreed; [and]

116. The Vietnamese phrase is "*híp Nãng cho mōin tji sçn*" which is "contract for borrowing property" if translated literally.

117. The original Vietnamese term used here does not specify the types of property covered.

118. See footnote to Article 185.

3. Compensate the bailee for damage, where [the bailor] is aware of any defects to the property but fails to notify the bailee thereof, and [such failure] results in damage to the bailee, except where the bailee is or ought to be aware [of such defect].

Article 520. Rights of Bailors of Property

Bailors of property have the following rights:

1. In the absence of an agreement on the bailment period, to reclaim the property immediately after the bailee has achieved his/her/its purpose; if the bailor suddenly and urgently needs to use the bailment property, [he/she/it] may reclaim it even if the bailee has not yet achieved [his/her/its] purpose, but must give reasonable advance notice⁽¹¹⁹⁾ [to the bailee];
2. Reclaim the property where the bailee fails to use it strictly in accordance with the purpose, [and/or] utility or the method agreed upon, or where the bailee [effects] the bailment [of the property] without the bailor's consent; [and]
3. Demand compensation for damage to the property caused by the bailee.

Section 7

CONTRACTS FOR SERVICES

Article 521. Contracts for Services

A contract for services is an agreement between the parties pursuant to which the provider of the service shall perform a task for the hirer of the service, and the hirer must pay a service charge to the provider of the service.

Article 522. Subjects of Contracts for Services

The subject of a contract for services must be a task which is capable of being performed, not prohibited by law, [and] does not contravene social morality.

Article 523. Obligations of Hirers of Services

A hirer of services has the following obligations:

1. Supply the provider of the services with the information, documentation and facilities necessary for the performance of the work, if so agreed or if the performance of the service so requires; [and]
2. Pay a service charge to the provider of the services, as agreed upon.

Article 524. Rights of Hirers of Services

A hirer of services has the following rights:

1. Demand that the provider of the services performs the task strictly in compliance with the agreement on the quality, quantity, time and location and other agreements; [and]
2. In circumstances where a provider of services breaches its obligations, the hirer of the services shall have the right to cancel the contract or to unilaterally suspend the performance of the contract and demand compensation for damage.

Article 525. Obligations of Providers of Services

A provider of services has the following obligations:

1. Perform the task strictly in compliance with the agreement on the quality, quantity, time and location and other agreements;
2. Not assign the task to another person for performance on its behalf without the consent of the hirer of the services;

119. See footnote to Article 488 (2).

3. Take care of, and return, after the completion of the task, the documentation and facilities supplied for performing the service to the hirer of the services;
4. Promptly notify the hirer of the services if the information, [and/or] documentation are insufficient, [and/or] if the facilities fail to satisfy the quality [standard required] for the fulfilment of the task;
5. Keep confidential any information of which [he/she] has had knowledge during the period of providing the service, if so agreed or provided by law; [and]
6. Compensate the hirer of the services for damage, if [he/she] causes the loss of, or damage to supplied documentation, [or] facilities or if he/she discloses confidential information.

Article 526. Rights of Providers of Services

A provider of services has the following rights:

1. Demand that the hirer of the services provide the [necessary] information, documentation and facilities;
2. Alter the terms of the service for the benefit of the hirer of the services without necessarily being required to await the hirer's opinion where such wait would cause damage to the hirer of the services provided, however, that the provider of the services must promptly inform the hirer of the services [thereof]; [and]
3. Demand that the hirer of the services pay the service charge.

Article 527. Payment of Service Charges

1. The hirer of the services must pay the agreed service charge upon completion of the task; in the absence of an agreement on the rate of the service charge, the applicable rate shall be the average rate charged for tasks of the same type at the moment and place of completing the task.
2. The hirer of the services must pay the service charge at the place where the service is performed [and] at the time of its completion, if not agreed otherwise.
3. In circumstances where the quality [and] quantity of the service fail to achieve [the] agreed [standard] or the task is not completed in time due to the fault of the provider of the services, then the hirer of the services shall be entitled to reduce the service charge and demand compensation for damage.

Article 528. Unilateral Suspension of the Performance of Contracts for Services

1. In circumstances where the continued performance of services does not benefit the hirer of the services, the hirer of the services shall have the right to unilaterally suspend the performance of the contract, but [it] must give reasonable advance notice⁽¹²⁰⁾ to the provider of the services; the hirer of the services must pay a service charge according to the quantity and quality of the services already performed by the service provider and must compensate for damage.
2. In circumstances where the hirer of the services fails to perform its obligations or fails to properly perform [them] in accordance with the agreement, the provider of the services shall have the right to unilaterally suspend the performance of the contract and demand compensation for damage.

Article 529. Continuation of Contracts for Services

If, after the expiry of the service period, the work has not yet been completed and the provider of the services continues its performance, whereas the hirer of the services is aware thereof but does not object,

120. See footnote to Article 488 (2).

then the performance of the contract for services shall automatically be deemed to continue in accordance with the contents agreed until the work is completed.

Section 8

TRANSPORT CONTRACTS

I- CONTRACTS FOR THE TRANSPORT OF PASSENGERS

Article 530. Contracts for the Transport of Passengers

A contract for the transport of passengers is an agreement between the parties pursuant to which the carrier shall transport the passengers [and] their luggage to the specified destination as agreed and the passenger must pay a transport fare.

Article 531. Form of a Contract

1. A contract for the transport of passengers may be made in writing or orally.
2. A ticket shall constitute evidence of the entry into a contract by the parties.

Article 532. Obligations of Carriers

Carriers have the following obligations:

1. Carry the passengers safely from the place of departure to the agreed destination on time, in a civilised [and] courteous manner, by the means agreed, on the [prescribed] route and at a transport fare which is reasonable for the type of means of transport on that route; ensure that there are sufficient seats for the passengers and that the carrier's transport capacity is not exceeded;
2. Purchase civil liability insurance for the passengers in accordance with the law;
3. Ensure that the departure time is adhered to as stipulated or agreed;
4. Carry and return the luggage to the passenger or the person entitled to receive the luggage in accordance with the agreed destination, time and route; [and]
5. Refund the transport fare to passengers who unilaterally suspend the performance of the contract and return their ticket within the time limit as provided in the transport regulations promulgated by the competent State authorities.

Article 533. Rights of Carriers

Carriers have the following rights:

1. Demand that the passengers pay in full the passenger transport fares and fares for the transportation of personal luggage which exceeds the prescribed limit;
2. Refuse to carry passengers with a ticket, or the further transport of passengers during the journey in the following cases:
 - a. Where a passenger fails to abide by the carrier's regulations or where his/her acts disturb public order, obstruct the carrier's work, pose a threat to life, [or] affect the health or property of other persons or where a passenger commits other acts which make it impossible to ensure safety during the journey;
 - b. Where the passenger's health condition is such that it is obvious to the carrier that the transport would endanger the passenger him/herself or others during the journey; [and]
 - c. In order to prevent the spread of contagious diseases.

In the circumstances referred to in Point a, Clause 2 of this Article, the passenger shall not receive a refund of the ticket fare and must pay a fine, if so stipulated by the transport regulations.

In the circumstances referred to in Points b and c, Clause 2 of this Article, the passenger shall receive a refund of the ticket fare or an amount of money corresponding with the unused portion of the ticket, after the deduction of fees.

Article 534. Obligations of Passengers

Passengers have the following obligations:

1. Pay in full the passenger transport fare, [and] fares for the transportation of luggage which exceeds the prescribed limit, and to take care of personal luggage themselves which is carried on the person;
2. Be present at the place of departure at the agreed time; [and]
3. Respect [and] strictly abide by the carrier's regulations and all other regulations on the guarantee of traffic safety.

Article 535. Rights of Passengers

Passengers have the following rights:

1. Demand to be transported by the agreed means of transportation, in the class commensurate with the value of the [passenger's] ticket, [and] in accordance with the route agreed upon;
2. Be exempt from transport fares for check-in luggage and hand-luggage within the limits agreed or stipulated by law;
3. Demand reimbursement for expenses incurred or compensation for damage [suffered], if the carrier is at fault as a result of failing to [conduct the] transport according to the time schedule and destination agreed upon;
4. Receive a refund for the entirety or part of the transport fare in the circumstances stipulated in Points b and c, Clause 2 of Article 533 of this Code and in other circumstances agreed upon or stipulated by law;
5. Receive the luggage at the agreed destination in accordance with the [agreed] time and route; [and]
6. Temporarily interrupt the journey for the duration and in accordance with the procedures stipulated in the transport regulations.

Article 536. Liability to Compensate for Damage [and/or Injury]

1. In cases of loss of life, [and/or] damage [and/or injury] to the health of passengers, the carrier must compensate in accordance with the provisions in this Code.
2. The carrier does not have to compensate for the loss of life, [and/or] damage [and/or injury] to the health and luggage of a passenger, where such loss, damage [and/or injury] is caused entirely due to the passenger's fault, except in circumstances where the law otherwise provides.
3. In circumstances where a passenger breaches the agreed conditions for transport, [and/or] the provisions of the transport regulations and thereby causes damage [and/or injury] to the carrier or a third party, [he/she] must compensate.

Article 537. Unilateral Suspension of Contracts

1. The carrier shall have the right to unilaterally suspend the performance of the contract in the circumstances stipulated in Clause 2, Article 533 of this Code.
2. Passengers shall have the right to unilaterally suspend the performance of the contract in circumstances where the carrier breaches the obligations stipulated in Clauses 1, 3 and 4 of Article 532 of this Code.

II. CONTRACTS FOR THE TRANSPORT OF PROPERTY

Article 538. Contracts for the Transport of Property

A contract for the transport of property is an agreement between the parties pursuant to which the carrier is obliged to carry the property to the specified destination as agreed upon and to hand it over to the person entitled to receive it, and the hirer of the transport [service] is obliged to pay the freight charges.

Article 539. Form of Contracts for the Transport of Property

1. A contract for the transport of property may be entered into orally or in writing. In circumstances where the parties agree or the law provides that the contract must be made in writing, such form must be complied with.
2. Where the transportation of property involves a bill of lading, the bill of lading shall constitute evidence of the entry into a contract by the parties.

Article 540. Hand Over of Property to the Carrier

1. The hirer of the transport [service] has the obligation to hand over the property to the carrier at the agreed time [and] place and to pack [the property] in accordance with the specifications agreed upon; [the hirer] must bear the costs for loading the property onto the means of transport, except in circumstances where otherwise agreed.
2. In circumstances where the hirer of the transport [service] fails to hand over the property at the agreed time [and] place, [the hirer] must reimburse the carrier for the waiting costs and must pay the freight charges for the transport of the property to the destination agreed in the contract or must pay a penalty for breach [of contract] as agreed; if the carrier delays the acceptance of the property at the place of transport, [the carrier] must bear the costs arising from the delayed acceptance.

Article 541. Freight Charges

1. The rates of freight charges shall be agreed upon by the parties; if the law stipulates the rates of freight charges, such rates shall apply.
2. The hirer of the transport [service] must pay the freight charges in full after the property has been transferred onto the means of transport, except where agreed otherwise.

Article 542. Obligations of Carriers

Carriers have the following obligations:

1. Ensure that the property is transported in its entirety [and] safely to the stated destination at the specified time;
2. Hand over the property to the person entitled to receive it;
3. Bear all costs related to the transport of the property, except where agreed otherwise;
4. Buy civil liability insurance for the property in accordance with the provisions of law; [and]
5. Compensate the hirer of the transport [service] for damage in circumstances where the loss of, or damage to the property is incurred as a result of the carrier's fault, except where otherwise agreed or stipulated by law.

Article 543. Rights of Carriers

Carriers have the following rights:

1. Check the authenticity of the property and the bill of lading;
2. Refuse the transport of property which is not of the type of property agreed upon in the contract;
3. Demand from the hirer of the transport [service] the full and timely payment of the freight charges;
4. Refuse the transport of property which is prohibited from transactions, [and] property of a dangerous, [and/or] toxic nature, if the carrier knows or should have known⁽¹²¹⁾ thereof; [and]
5. Demand compensation for damage from the hirer of the transport [service].

Article 544. Obligations of Hirers of Transport [Services]

121. The drafters have included the statement "or should have known" although this appears to be inconsistent with the carrier's right to refuse to transport property and is more consistent with an obligation.

Hirers of transport [services] have the following obligations:

1. Pay the freight charges to the carrier in full, at the agreed time and in accordance with the agreed method of payment; [and]
2. Look after the property during the transport, if so agreed. In circumstances where the hirer of the transport [service] is to look after the property and the property is lost, [or] damaged, the hirer of the transport [service] must bear [such loss or damage].

Article 545. Rights of Hirers of Transport [Services]

Hirers of transport [services] have the following rights:

1. Demand that the carrier transport the property to the agreed destination [and] at the time agreed upon;
2. Directly receive the property whose transport has been hired or appoint a third party to do so; [and]
3. Demand compensation for damage from the carrier.

Article 546. Delivery of Property to the Recipient

1. The party receiving the property may be the hirer of its transport or a third party which is appointed by the hirer to receive it.
2. The carrier must deliver the property to the recipient in its entirety, at the agreed time [and] place in accordance with the method agreed upon;
3. In circumstances where the property is transferred to the destination at the agreed time but no party receives it, the carrier may deposit that property in storage and must immediately notify the hirer of the transport [services] or the recipient of the property [thereof]. The hirer of the transport [services] or the recipient must bear all reasonable expenses incurred for the storage of the property.

The obligation to deliver the property is fulfilled when it has been deposited in a manner which ensures [that] the agreed quantity, quality and other agreed conditions [are satisfied], and the carrier has notified the hirer of the transport [services] or the recipient of the property of the storage.

Article 547. Obligations of Recipients of Property

Recipients of property have the following obligations:

1. Present to the carrier the bill of lading or other documents evidencing the recipient's right to receive the property and accept the property at the time and place agreed upon;
2. Bear the costs for unloading the transported property, if not otherwise agreed or provided by the transport regulations;
3. Pay the costs due from the delayed collection of the property; [and]
4. Notify the hirer of the transport [services] of the receipt of the property and provide [the hirer] with all other necessary information as requested by the hirer; if [the recipient] fails to give [such] notification, [the recipient] shall not be entitled to demand from the hirer of the transport [service] the protection of the recipient's rights, [and] interests relating to the transported property.

Article 548. Rights of Recipients of Property

Recipients of property have the following rights:

1. Check the quantity, [and] quality of the delivered property;
2. Accept the delivered property;
3. Demand from the hirer of the transport [service] the payment of costs for awaiting the acceptance of the property, where the carrier delays the delivery; [and]

4. Demand compensation for the loss of, or damage to [carried] property directly from the carrier, or to notify the hirer of the transport [service] to claim such compensation from the carrier.

Article 549. Liability to Compensate for Damage [and/or Injury]

1. The carrier must compensate the hirer of the transport [service] for damage, if [the carrier] allowed⁽¹²²⁾ the loss of, or damage to property [to happen], except in the cases stipulated in Clause 2 of Article 544 of this Code;
2. The hirer of the transport [service] must compensate the carrier and third parties for damage [and/or injury] if the property for which the transport is hired is of a dangerous or toxic nature and [the hirer] failed to take [necessary] measures in packing and ensuring safety during the course of transport; [and]
3. In circumstances where a force majeure results in the loss, damage or destruction of property during the course of transport, the carrier bears no liability for compensation for damage [and/or injury], except where otherwise agreed or stipulated by law.

Section 9

PROCESSING CONTRACTS

Article 550. Processing Contracts

A processing contract is an agreement between the parties, pursuant to which the processor performs a task in order to create products at the processee's request, and the processee accepts the products and pays labour charges.

Article 551. Subjects of Processing Contracts

The subjects of a processing contract shall be an item which is pre-determined by samples, [and] standards which are agreed to by the parties or stipulated by law.

Article 552. Obligations of the Processee

The processee has the following obligations:

1. Supply the raw materials to the processor strictly in accordance with the [agreed] quantity, quality, and at the [agreed] time and place, except in circumstances where agreed otherwise by the parties; provide all necessary documents relating to the processing work;
2. Provide instructions to the processor for its performance of the contract; [and]
3. Pay labour charges as agreed.

Article 553. Rights of the Processee

The processee has the following rights:

1. Accept the processed products according to the method, time and place agreed upon;
2. Unilaterally suspend the performance of the contract and demand compensation for damage if the processor breaches the contract; [and]
3. In circumstances where the products fail to satisfy the quality at which the processee consents to accept the products but [the processee] demands repairs which the processor is unable to perform within the agreed time period, the processee shall have the right to cancel the contract and demand compensation for damage.

Article 554. Obligations of the Processor

The processor has the following rights:

1. Take care of the materials supplied by the processee;

122. See footnote to Article 148 (2).

2. Notify the processee in order to exchange the [supplied] raw materials for other raw materials, if the quality of the [supplied] raw materials is not satisfactory; refuse to perform the processing if the use of the raw materials may create products which pose a danger to society; if [the processor] fails to give such notification or fails to refuse [the performance], then [the processor] shall be liable for the products created;
3. Hand over the products to the processee strictly in accordance with the quantity and quality and at the time and place agreed upon;
4. Keep all information on the processing processes⁽¹²³⁾ and the created products confidential;
5. Bear liability for the quality of the products if performing the task with his/her own raw materials; [and]
6. Return remaining materials to the processee after completing [the performance] of the contract.

Article 555. Rights of the Processor

The processor has the following rights:

1. Demand that the processee hand over the raw materials strictly in accordance with the quality and quantity and at the time and location agreed upon;
2. Refuse the unreasonable instructions of the processee, if [the processor] is of the view that these instructions could diminish the quality of the products, however, [the processor] must immediately inform the processee thereof; [and]
3. Demand that the processee makes full payment of the labour charges in accordance with the time and method agreed upon.

Article 556. Liability for Bearing Risks

Until the hand over of the products to the processee, the person who is the owner of the raw materials must bear the risks with respect to the raw materials or the products created therefrom, except in circumstances where otherwise agreed.

If the processee delays its acceptance of the products, the processee must bear the risks during the period of delayed acceptance, including circumstances where the products are created from the processor's raw materials, except in circumstances where otherwise agreed.

If the processor delays the hand over of the processed products and that [delay] gives rise to risks in respect of the processed property, [the processor] must compensate for damage incurred by the processee.

Article 557. Hand Over, [and] Acceptance of the Processed Products

The processor must hand over the products and the processee must accept them at the time and place agreed upon.

Article 558. Delayed Hand Over, [and] Delayed Acceptance of the Processed Products

1. In circumstances where the processor delays the hand over of the processed products, the processee may extend the period [for the hand over]; if, upon the expiry of such extension, the processor still has not fulfilled the task, the processee shall have the right to unilaterally suspend the performance of the contract and demand compensation for damage.
2. In circumstances where the processee delays in accepting the products, the processor may deposit them at a storage facility and must immediately notify the processee thereof. The obligation to hand over the products shall be fulfilled when the agreed terms are satisfied and the

123. The English term "processing processes" is a literal translation of the Vietnamese term "*quy trình gia công*" used in this clause.

processee has been notified. The processee must bear all costs incurred for the storage [of the products].

Article 559. Unilateral Suspension of the Performance of a Processing Contract

1. Each party shall have the right to unilaterally suspend the performance of the processing contract, if the continued performance of the contract does not benefit it, except in circumstances where otherwise agreed or provided by law, but [the party seeking the unilateral suspension] must give reasonable advance notice⁽¹²⁴⁾ to the other party; if the processee unilaterally suspends the performance of the contract, the processee must pay labour charges for the work already performed; if the processor unilaterally suspends the performance of the contract, the processor shall not be paid labour charges, except in circumstances where otherwise agreed.
2. The party which unilaterally suspends the performance of the contract and thereby causes damage to the other party must compensate.

Article 560. Payment of Labour Charges

1. The processee must pay the labour charges in full [and] at the moment of accepting the products, if not otherwise agreed.
2. In circumstances where there is no agreement on the rate of labour charges, the applicable rate shall be the average rate charged for the creation of products of the same type at the place of processing and at the time of payment.
3. The processee shall not be entitled to reduce the labour charges, if the quality of the products is not satisfactory due to the raw materials supplied or unreasonable instructions given by the processee.

Article 561. Liquidation of Raw Materials

At the end of the processing contract, the processor must return the remaining raw materials to the processee, except in circumstances where otherwise agreed.

Section 10

CONTRACTS FOR THE STORAGE OF PROPERTY⁽¹²⁵⁾

Article 562. Contracts for the Storage of Property

A contract for the storage of property is an agreement between the parties, pursuant to which the party storing the property [hereinafter referred to as the "caretaker"] accepts property of the party depositing it [hereinafter referred to as the "depositor"] for the purpose of taking care of and returning the same to the depositor at the end of the contract period, and the depositor must pay a storage charge to the caretaker, except where no charge may be made for the storage.

Article 563. Form of Contracts for the Storage of Property

A storage contract may be [made] orally or in writing; if the law provides that the storage contract must be in writing, [and] notarised by a State notary public such form must be complied with.

The storage protocol, [and/or] the storage ticket shall constitute evidence of entering into the contract.

Article 564. Obligations of Depositors of Property

Depositors of property have the following obligations:

124. See footnote to Article 488 (2).

125. In one sense similar to a bailment with reward, but may also be without reward in exceptional cases. See footnote re. Art. 515ff. This translation adopts a literal approach, as the purpose of such contracts appears to be simply the storage of goods (see Art. 566).

1. Upon the hand over of the property, to immediately inform the caretaker about the condition of the property and suitable measures to take care of it; if [the depositor] fails to provide such information and the stored property is destroyed or damaged as a result of being improperly taken care of, the depositor must bear [the loss or damage] itself; [and] if damage is caused, [the depositor] must compensate; [and]
2. Pay the storage charges in full, at the agreed time and in accordance with the method agreed upon.

Article 565. Rights of Depositors of Property

Depositors of property have the following rights:

1. Reclaim the property at any time, if the storage contract does not specify a duration, but must give reasonable advance notice⁽¹²⁶⁾ to the caretaker; [and]
2. Demand compensation for damage, if the caretaker causes the loss of, or damage to the stored property.

Article 566. Obligations of Caretakers of Property

Caretakers of property have the following obligations:

1. Take care of the property as agreed, [and] return the same to the depositor in the [same] condition as it was received;
2. Change the method of taking care of the property only if such change is necessary to improve the care of the property but [the caretaker] must immediately notify the depositor thereof;
3. Promptly notify the depositor in writing if, due to its nature, the [stored] property is in danger of being damaged [or] destroyed and demand that the depositor advise a solution within a [specified] time period; if the depositor fails to reply within such time period, the caretaker shall be entitled to take all necessary measures to take care of [the property] and demand from the depositor the payment of the costs [incurred]; [and]
4. Compensate for damage if [the caretaker] causes the loss of or damage to the stored property, except in circumstances of force majeure.

Article 567. Rights of Caretakers of Property

Caretakers of property have the following rights:

1. Demand that the depositor pay the storage charges agreed upon;
2. Demand that the depositor pay reasonable costs for the care of the property in circumstances where no charge shall be made;
3. May demand at any time that the depositor take the property back, but [the caretaker] must give reasonable advance notice⁽¹²⁷⁾ to the depositor where the storage is for an indefinite period of time; [and]
4. Sell the stored property [where it] is in danger of being damaged or destroyed in order to protect⁽¹²⁸⁾ the depositor's interests, inform the depositor thereof and pay the proceeds received from the sale to the depositor after deduction of reasonable expenses [incurred] for the sale of the property.

Article 568. Return of Stored Property

126. See footnote to Article 488 (2).

127. See footnote to Article 488 (2).

128. The original Vietnamese term is "*bảo đảm*" which means "guarantee" or "ensure" but the intended meaning appears to be "protect".

1. The caretaker must return the same property which [the caretaker] has received including the fruits [therefrom], if any, except in circumstances where otherwise agreed.
The place for returning the stored property shall be the place where it was deposited; if the depositor wishes to have the property returned at another place, [the depositor] must bear the costs for the transport [of the property] to such place, except in circumstances where otherwise agreed.
2. The caretaker must return the property at the [agreed] time and shall only be entitled to demand that the depositor redeems the property prematurely, if there is a legitimate reason.

Article 569. Delay in Reclaiming Stored Property

In circumstances where the depositor delays in taking back the property, [the depositor] must pay all costs for the care [of the property] and the storage charges to the caretaker and must bear the risks in respect of the property during the period of delay in reclaiming.

If the caretaker delays in returning the property, [the caretaker] may not demand from the depositor payment of storage charges and care costs [which are incurred] from the time of the delay of [its] return and must bear the risks in respect of the property during the period of delaying the return.

Article 570. Payment of Storage Charges

1. The depositor must pay the storage charges in full when taking back the stored property, if not otherwise agreed.
2. In cases where the parties have no agreement on the rate of storage charges, the applicable rate shall be the average rate of storage charges at the time and place of payment of the storage charges.
3. Where the depositor reclaims the property prematurely, [the depositor] must still pay the storage charges in full and must pay the necessary costs which the caretaker incurs due to the early return of the property, except in circumstances where otherwise agreed.
4. Where the caretaker requests the depositor to take back the property prematurely, [the caretaker] shall not receive storage charges and must compensate for damage to the depositor, except in circumstances where otherwise agreed.
5. The caretaker shall have the right to retain the stored property until [the caretaker] has received full payment of the storage charges or compensation for damage.

Section 11

INSURANCE CONTRACTS

Article 571. Insurance Contracts

An insurance contract is an agreement between the parties, pursuant to which the party purchasing the insurance must pay an insurance premium, and the insurer must pay the insurance benefit to the insured if an insured event occurs.

Article 572. Types of Insurance Contracts

Insurance contracts include contracts for voluntary insurance and contracts for compulsory insurance.

A contract for voluntary insurance is an agreement between the parties on the terms of insurance and the rates of insurance premiums.

A contract for compulsory insurance is a contract whose insurance terms and insurance premium rates are stipulated by law that the parties have the obligation to implement⁽¹²⁹⁾.

129. The Vietnamese phrase used here is capable of having two meanings. The first meaning is that the parties have the obligation to perform the compulsory insurance contract at the terms and premium rates prescribed by law; whereas the second meaning is that the parties have the obligation to take out an insurance policy where the law imposes an

Article 573. Subjects of Insurance Contracts

The subject of an insurance contract may be persons, property, civil liabilities and other subjects stipulated by law.

Article 574. Form of Insurance Contracts

Insurance contracts must be made in writing.

The insurance certificate or the insurance policy shall constitute evidence of entering into an insurance contract.

Article 575. Insured Events

Insured events shall be objective events agreed upon by the parties or stipulated by law at the occurrence of which the insurer must pay the insurance benefit to the insured.

Article 576. Insurance Premiums

1. The insurance premium is the amount of money which the purchaser of the insurance must pay to the insurer.

The time period for the payment of insurance premiums shall be agreed upon or stipulated by law. Insurance premiums may be paid once or periodically.

2. In cases where the purchaser of the insurance delays in paying an insurance premium instalment, the insurer shall set a time limit within which the purchaser of the insurance shall make payment; if, upon the expiry of that time limit, the purchaser of the insurance has [still] not paid the insurance premium, the contract shall terminate.

Article 577. Obligation of Purchasers of Insurance to Provide Information

1. When entering into an insurance contract, the purchaser of the insurance must provide full information relating to the subject of the insurance as requested by the insurer, except for information which the insurer already knew or should have known.

2. In cases where the purchaser of the insurance intentionally provides false information in order to enter into the insurance contract for the purpose of enjoying the insurance coverage, the insurer shall have the right to unilaterally suspend the performance of the contract and collect insurance premiums up to the time of suspending the contract.

Article 578. Obligation to Prevent Damage [and/or Injury]

1. The insured has the obligation to abide by the terms stipulated in the contract, the provisions of relevant law and to take measures to prevent [the occurrence of] damage [and/or injury].

2. In cases where the insured defaulted in taking measures to prevent damage [and/or injury] as stated in the contract, the insurer shall have the right to set a time limit within which the insured shall implement these measures; if, upon expiry of that time limit, the prevention measures have still not been taken, the insurer shall have the right to unilaterally suspend the performance of the contract or not to pay the insurance benefit if an insured event occurs as a result of the failure to implement the prevention measures.

Article 579. Obligations of the Purchaser of the Insurance, the Insured and the Insurer Upon the Occurrence of an Insured Event

1. Upon the occurrence of an insured event, the purchaser of the insurance or the insured must immediately notify the insurer and must take all necessary measures possible within their capacity to stop, [and/or] minimise the damage [and/or injury].

obligation to do so.

2. The insurer must pay the necessary and reasonable expenses which third parties have incurred to stop, [and/or] minimise the damage [and/or injury].

Article 580. Payment of Insurance Benefit

1. The insurer must pay the insurance benefit to the insured within the time period agreed upon; if a time period is not agreed, the insurer must pay the insurance benefit within fifteen days of receipt of complete and duly executed documentation regarding the claim for payment of the insurance benefit.
2. In cases where the insurer delays in paying the insurance benefit, [the insurer] must also pay interest on the amount overdue at the interest rate for overdue debts set by the State Bank at the time of payment of the insurance sum corresponding with the period of delayed payment.
3. In cases where the insured intentionally allows⁽¹³⁰⁾ the occurrence of damage [and/or injury], the insurer does not have to pay an insurance benefit; if [damage and/or injury] occurred unintentionally, the insurer does not have to pay such portion of the insurance benefit which corresponds to the level of the insured's fault.

Article 581. Transfer of Claims for Indemnity

1. In cases where a third party is at fault and thereby causes damage [and/or injury] to the insured and the insurer has paid the insurance benefit to the insured, the insurer shall have the right to demand that [such] third party indemnify the sum already paid. The insured has the obligation to provide the insurer with all necessary information, documentation, [and] evidence which the insured knows of to enable the insurer to exercise its right to demand with respect to the third party.
2. In cases where the insured has received monetary compensation for damage [and/or injury] paid by a third party but [the amount] is still less than the amount payable by the insurer, the insurer must only pay the difference between the insurance benefit and the amount paid by the third party, except in circumstances where otherwise agreed; if the insured has received the insurance benefit but [the amount is] less than the damage [and/or injury] caused by the third party, the insured shall retain [his/her] right to demand that the third party indemnify the difference between the insurance benefit and the monetary compensation for damage [and/or injury].
The insurer shall be entitled to demand from the third party the full indemnity for the amount it has paid to the insured.

Article 582. Life Insurance

In the case of life insurance, the insurer must pay the insurance benefit to the insured or his/her authorised representative upon the occurrence of the insured event; if the insured dies, the insurance benefit shall be paid to his/her heir.

Article 583. Property Insurance

1. The insurer must compensate for damage [incurred] to the insured property in accordance with the terms agreed or stipulated by law.
2. In cases where the ownership rights to insured property are transferred to another person, the new owner shall automatically substitute the former owner in the insurance contract, as from the moment at which the ownership rights thereto are transferred. The former owner who has purchased the insurance must notify the new owner that the property is insured, [and] shall inform the insurer in good time about the transfer of the ownership rights thereto; in the case of

130. See footnote to Article 148 (2).

voluntary insurance, the new owner shall be entitled to unilaterally suspend the performance of the insurance contract.

Article 584. Civil Liability Insurance

1. In the case of third party civil liability insurance according to an agreement or the provisions of law, the insurer must, at the request of the insured, compensate the purchaser of the insurance or must make direct payment to the [injured] third party for the amount of damage [and/or injury] the purchaser of the insurance has caused to the third party, in accordance with the insured benefit agreed upon or stipulated by law.
2. In cases where the purchaser of the insurance has already compensated the third party for damage [and/or injury], [the purchaser] shall have the right to demand that the insurer indemnify the amount the purchaser has already paid to the third party, but [such amount shall] not exceed the insured benefit agreed by the parties or stipulated by law.

Section 12

AUTHORISATION CONTRACTS

Article 585. Authorisation Contracts

An authorisation contract is an agreement between the parties pursuant to which the authorised party is obliged to perform a task in the name of the authorising party, and the authorising party must only pay remuneration, if so agreed or provided by law.

Article 586. Form of Authorisation Contracts

Authorisation contracts must be made in writing; if so agreed or provided by the law, the authorisation contract must be notarised by a State notary public or authenticated by the competent People's Committee.

Article 587. Term of Authorisation

The term of the authorisation shall be agreed by the parties or stipulated by law; if not agreed or provided by law, the authorisation contract shall be effective for one year as from the date the authorisation is established.

Article 588. Sub-delegation of Authorisation

The authorised party may only sub-delegate its authorisation to a third party, if the authorising party consents thereto or if so provided by law.

The form of the contract for the sub-delegation of authorisation must correspond with the form of the original authorisation contract.

The sub-delegation of authorisation shall not exceed the scope of the original authorisation.

Article 589. Obligations of the Authorised Party

The authorised party has the following obligations:

1. Perform the task in accordance with the authorisation and inform the authorising party about its implementation;
2. Notify third parties connected with the performance of the authorisation of the time limit and scope of the authorisation and [any] amendments [and/or] supplements to the scope of authorisation;
3. Take care of, [and] safeguard documents and facilities provided to perform the authorised task;

4. Keep all information confidential which [the authorised party] comes to know during the performance of the authorised task⁽¹³¹⁾;
5. Return to the authorising party the property received and benefits collected during the performance of the authorised task⁽¹³²⁾, as agreed upon or provided by law; [and]
6. Compensate for damage [and/or injury] caused by the breach of the obligations stipulated in Clauses 1, 2, 3, 4 and 5 of this Article.

Article 590. Rights of the Authorised Party

The authorised party has the following rights:

1. Demand that the authorising party provide the information, documentation and facilities necessary for performing the delegated task; [and]
2. Receive remuneration, [and] be reimbursed for reasonable expenses that [the authorised party] has incurred to perform the delegated task.

Article 591. Obligations of the Authorising Party

The authorising party has the following obligations:

1. Provide the information, documentation and facilities necessary for the performance by the authorised party of the delegated task;
2. Be liable for undertakings given *intra vires* by the authorised party; [and]
3. Reimburse reasonable expenses which the authorised party incurs to perform the delegated task and pay remuneration to the authorised party, if agreed upon.

Article 592. Rights of the Authorising Party

The authorising party has the following rights:

1. Demand that the authorised party report fully on the performance of the authorised task;
2. Demand that the authorised party return the property⁽¹³³⁾ [and] benefits collected from the performance of the authorised task, if not otherwise agreed; [and]
3. Be compensated for damage [and/or injury], if the authorised party breaches the obligations stipulated in Article 589 of this Code.

Article 593. Unilateral Suspension of the Performance of Authorisation Contracts

1. In cases where the authorisation involves payment of remuneration, the authorising party may at any time unilaterally suspend the performance of the contract, but must pay remuneration to the authorised party in proportion to the work performed by it and compensate for damage [and/or injury]; if the authorisation does not involve payment of remuneration, the authorising party may at any time unilaterally suspend the performance of the contract, but must give advance notice within a reasonable period of time⁽¹³⁴⁾ to the authorised party.

The authorising party must notify third parties in writing of the unilateral suspension of the performance of the contract by the authorising party; if [it] fails to notify, contracts with third parties shall remain in effect, except where such third parties knew or should have known of the suspension of the authorisation contract.

131. The Vietnamese text states "authorisation" although it appears that "authorised task" is the intended meaning.

132. See previous footnote.

133. It is not clear whether the property is one that was given to the authorised party or one that is generated during the course of performance.

134. See footnote to Article 290 (2).

2. In cases where an authorisation does not involve payment of remuneration, the authorised party may at any time unilaterally suspend the performance of the contract, but must give advance notice within a reasonable period of time⁽¹³⁵⁾ to the authorising party; if the authorisation involves payment of remuneration, the authorised party may at any time unilaterally suspend the performance of the contract and must compensate for damage [and/or injury] to the authorising party.

Article 594. Termination of Authorisation Contracts

An authorisation contract shall terminate in the following circumstances:

1. The authorisation contract has expired;
2. The delegated task has been completed;
3. The authorising party, [or] the authorised party unilaterally suspend the performance of the contract in accordance with the provisions in Article 420 and Article 593 of this Code; [or]
4. The authorising party or authorised party has died or has been declared missing or dead by a court or has lost the capacity for civil acts or whose capacity for civil acts is restricted.

Section 13

PROMISES OF REWARDS AND PRIZE COMPETITIONS

Article 595. Promises of Rewards

1. Persons who have made a public promise for a reward must pay that reward to persons who have carried out the task at the promisor's request.
2. The task for which the reward is promised must be specific, must be capable of being performed, must not be prohibited by law, [and] must not contravene social morality.

Article 596. Revocation of Promises of Rewards

The promisor shall have the right to revoke his/her promise of a reward as long as the time for performing the [relevant] act has not commenced. The revocation of a reward promise must be made in the manner in, and by the means in which the reward promise was [publicly] announced.

Article 597. Payment of Rewards

1. In cases where one person carries out a task for which a reward is promised, then that person must be given the reward upon [his/her] accomplishment of the task.
2. Where several persons simultaneously carry out a task for which a reward is promised but do so independently of each other, then the person who first accomplishes the task shall be given the reward.
3. In cases where several persons simultaneously accomplish a task for which a reward is promised, the reward shall be distributed in equal shares to each of them.
4. In cases where several persons co-operate with each other to carry out, at the promisor's request, a task for which a reward is promised, then each person shall receive a share of the reward in proportion to his/her contribution.

Article 598. Prize Competitions

1. Persons who organise cultural, artistic, sports, scientific, technical and other competitions which do not contravene the law, [or] social morality must publicly announce the participation requirements, the scale of points, the prizes and the value of each prize.

135. See footnote to Article 290 (2).

2. Any alteration of the participation requirements must be made in the manner in which they were announced [and] within a reasonable period of time before the competition is conducted.
3. The winner of a prize shall have the right to demand that the organiser of the competition hands over a prize of the value publicly announced.

Chapter III

PERFORMANCE OF TASKS WITHOUT AUTHORISATION

Article 599. Performance of Tasks Without Authorisation

The performance of a task without authorisation means the voluntary performance of the task by a person who is under no obligation to carry out the task, [such performance being made] solely for the benefit of the person for whom that task is performed [hereinafter referred to as the "beneficiary"⁽¹³⁶⁾], without the beneficiary's knowledge or with his/her knowledge but without objections being raised by him/her.

Article 600. Obligation to Perform a Task Without Authorisation

1. Persons performing a task without authorisation have the obligation to carry out such task in accordance with their capabilities [and] circumstances.
2. Persons performing a task without authorisation must carry out such task as if it were a task for themselves; if they are aware of, or are able to infer the beneficiary's intention, they must carry out the task in accordance with such intention.
3. Persons performing a task without authorisation must notify the beneficiary of the process, [and] results of the performance, if so requested, except in circumstances where the beneficiary is already aware thereof or where the person performing the task without authorisation does not know the beneficiary's place of domicile.
4. In cases where the beneficiary dies, the person performing a task without authorisation must continue its performance until the deceased's heir[s] or representative[s] take over [performance].
5. In cases where the person performing a task without authorisation has legitimate reasons for being unable to continue performance, [he/she] must notify the beneficiary, [or the beneficiary's] representative or close relatives or, [alternatively], he/she may ask another person to assume performance on his/her behalf.

Article 601. Obligation of Payment by Beneficiaries for Tasks Performed Without Authorisation

1. The beneficiary of a task performed without authorisation must accept that work when it is handed over to him/her by the person who has carried it out and must reimburse that person for reasonable expenses incurred in carrying it out, even in circumstances where the performance has failed to obtain the result desired by the beneficiary.
2. The beneficiary of a task performed without authorisation must pay remuneration to the person who has carried it out if that person has carried out the task scrupulously, [and] for the beneficiary's benefit, except where the person who has rendered performance refuses [such remuneration].

Article 602. Obligation to Compensate for Damage [and/or Injury]

136. For ease of reference, the term "beneficiary" is used here to replace the phrase "person who receives the benefit".

1. If the person who performs a task without authorisation intentionally causes damage [and/or injury] while carrying it out, [he/she] must compensate for damage [and/or injury] to the beneficiary of the performed task.
2. If the person who performs a work without authorisation unintentionally causes damage [and/or injury] while carrying it out, the amount of compensation payable by him/her may be reduced based on the circumstances in which he/she has assumed the task.

Article 603. Terminating Performance of Tasks Without Authorisation

The performance of a task without authorisation shall terminate in the following circumstances:

1. The beneficiary of the task being performed so requests;
2. The beneficiary of the task being performed, [or his/her] heir(s) or representative(s) take over [the performance of] the task;
3. The person performing the task without authorisation becomes unable to continue performance as stipulated in Clause 5 of Article 600 of this Code; [or]
4. The person performing the task without authorisation dies.

Chapter IV

**OBLIGATION TO RETURN DUE TO
POSSESSION [AND/OR] USE OF PROPERTY, [AND/OR]
ENJOYMENT OF BENEFITS FROM
PROPERTY WITHOUT A LEGAL BASIS**

Article 604. Obligation to Return

1. Persons who possess or use property of others without a legal basis, must return [such property] to its lawful owner, or possessor; if the lawful owner, [or] possessor of such property is not found, they must hand it over to the competent State authority, except in the circumstances stipulated in Clause 1, Article 255 of this Code.
2. Persons who receive benefits from property without a legal basis and thereby cause damage [and/or injury] to others, must reimburse such benefits to the injured person, except in the circumstances stipulated in Clause 1, Article 255 of this Code.

Article 605. Returnable Property

1. Persons who [take into] possess[ion] or use property without a legal basis, must return the entirety of such property taken by them; where the property to be returned is a distinctive object, that exact object must be returned and, if such distinctive object is lost or damaged, monetary compensation must be paid, except in circumstances where otherwise agreed; if the property to be returned is an object of a type which has been lost or damaged, then an object of the same type must be returned or monetary compensation must be paid, except in circumstances where otherwise agreed.
2. Persons who receive benefits from property without a legal basis must return, either in kind or in money, the benefits received from the property to the persons who have suffered loss [of such benefits].

Article 606. Obligation to Return Fruits, [and] Income

1. Persons who [take into] possess[ion] [or] use property [and] persons who receive benefits from a property without a legal basis and not in good faith, must reimburse the fruits [and] income which they have received as from the moment of possession or use of the property or receipt of the benefits⁽¹³⁷⁾ therefrom without a legal basis.

137. Translated literally from the original text, although the drafters appear to assume in Clauses 1 and 2 that the possession

2. Persons who [take into] possess[ion] [or] use property [and] persons who receive benefits from a property without a legal basis but in good faith, must return the fruits [and] income which they have received as from the moment at which they knew or should have known that the possession, [or] use of the property, or the receipt of the benefits⁽¹³⁸⁾ from the property lacked a legal basis, except in the circumstances stipulated in Clause 1, Article 255 of this Code.

Article 607. Right to Demand that Third Parties Return [Property]

In cases where a person who possessed or used property without a legal basis passes [such] property to a third party, the third party has the obligation to return such property, if so requested by its lawful owner or possessor; if money or compensation was paid for such property, the third party shall have the right to demand compensation for damage from the person who passed [the property] to him/her.

Article 608. Obligation to Pay

If the property is returned to the lawful owner, [or] possessor, [or] the injured person, these persons must reimburse the person who took possession of or used the property or received benefits from the property without a legal basis but in good faith, for the necessary expenses such person has incurred for taking care of the property and increasing its value.

Chapter V

**LIABILITY FOR COMPENSATION FOR
NON-CONTRACTUAL DAMAGE [AND/OR INJURY]**

Section 1

GENERAL PROVISIONS

Article 609. Liability for Compensation for Damage [and/or Injury]

Anybody who intentionally or unintentionally infringes upon the life, health, honour, dignity, reputation, property, [or] other legal rights and interests of an individual, infringes upon the honour, reputation, [or] property of a juridical person or other subjects and thereby causes damage [and/or] injury, must compensate.

Article 610. Principles of Compensation for Damage [and/or Injury]

1. Damage [and/or injury] must be compensated in full and promptly. The parties may agree on the level of compensation, the form of compensation whether in the form of money, in kind or by performing a task, [and] on the method of compensation, except in circumstances where the law provides otherwise.
2. The compensation payable by the person who has caused the damage [and/or injury] may be reduced, if such damage [and/or injury] was caused unintentionally and is very large in comparison to such person's short and long-term economic capabilities.
3. If the level of compensation is no longer realistic, the injured person or the person who has caused the damage [and/or injury] may request a court or another competent State authority to alter the level of compensation.

Article 611. Capacity of Individuals to Bear the Liability for Compensation for Damage [and/or Injury]

or use of property necessarily includes the receipt of benefits.

138. See previous footnote.

1. Persons of the full age of eighteen years or over who cause damage [and/or injury] must themselves compensate.
2. Where minors below the age of fifteen cause damage [and/or injury] but still have a father, [and/or] mother, then the parent(s) must compensate for the entire damage [and/or injury]; if the property of the parent(s) is insufficient to compensate and the minor who has caused the damage [and/or injury] has property of [his/her] own, such property shall be used to satisfy the outstanding amount of compensation, except in circumstances stipulated in Article 625 of this Code.

In cases where persons who have attained the full age of fifteen or over but not yet the full age of eighteen years cause damage [and/or injury], they must compensate from their own property; if their property is insufficient to compensate, the father, [and/or] mother [of such person] must satisfy the outstanding amount from their property.

3. Where minors, [and/or] persons who have lost the capacity for civil acts cause damage [and/or injury] but there are individuals who, [and/or] organisations which act as [their] guardian, then such individual or organisation may use the ward's property to compensate; if the ward has no property or insufficient property to compensate, then the guardian must do so from [his/her/its] own property; if the guardian is able to prove that [he/she/it] was not at fault in respect of his/her guardianship, he/she does not have to use his/her property to compensate.

Section 2

ASSESSMENT OF DAMAGE [AND/OR INJURY]

Article 612. Damage [and/or Injury] Caused by Trespass Against Property

In the event of a trespass against property, the damage [and/or injury] subject to compensation shall include lost, destroyed [and/or] damaged property, interests incidental to the use [and] exploitation of the property [and] reasonable costs for the prevention, limitation and redress of the damage [and/or injury].

Article 613. Damage [and/or Injury] Caused by Infringements Upon Health

Damage [and/or injury] caused by an infringement upon health shall include:

1. Reasonable costs for the treatment, nursing, [and] the rehabilitation of health and lost [and/or] impaired abilities of the injured person;
2. Losses of, or reductions in the injured person's actual income; if the injured person's actual income is unstable and cannot be determined, the average income level for the same type of work shall be applied;
3. Reasonable costs and actual income losses of the injured person's carers during the period of treatment; if the injured person loses his/her capability to work and requires a permanent carer, then the damage shall also include reasonable costs for the injured person's care and monetary support for persons whom the injured person has an obligation to support, if any.
4. On a case-by-case basis, a court may order persons who infringe upon the health of others to pay an amount of money as compensation for mental suffering⁽¹³⁹⁾ inflicted on them.

Article 614. Damage [and/or Injury] Caused by Infringements Upon Life

Damage [and/or injury] caused by an infringement upon life shall include:

1. Reasonable costs for the treatment, nursing, [and] care of the injured person prior to his/her death;

139. See footnote to Article 27.

2. Reasonable funeral costs;
3. Support payable to persons whom the injured has an obligation to support; [and]
4. On a case-by-case basis, a court may order persons who commit an infringement upon the life [of others] to pay monetary compensation for mental suffering to the victim's closest relatives.

Article 615. Damage [and/or Injury] Caused by Infringements Upon Honour, Dignity, [and/or] Reputation

Damage [and/or injury] caused by an infringement upon the honour, dignity, [or] reputation of an individual, [or] an infringement upon the honour, [or] reputation of a juridical person or other subjects shall include:

1. Reasonable costs for minimising, [and] redressing the damage [and/or injury];
2. Losses of, or reductions in actual income; [and]
3. On a case-by-case basis, in addition to ordering the cessation of the infringement, a public apology, [and/or] a public retraction, a court may order persons who cause damage [and/or injury] by infringements upon honour, dignity, [or] reputation to pay an amount of money as compensation for mental suffering inflicted on the injured.

Article 616. Period of Enjoying Compensation for Damage [and/or Injury] Caused by Infringements Upon Life, [and/or] Health

1. In cases where the injured person loses his/her capability to work entirely, [he/she] shall receive compensation until [his/her] death.
2. In cases where the injured person dies, persons for whom the injured person had an obligation to support while he/she was still alive, are entitled to receive support allowances for the following durations:
 - a. Minors or foetuses who are the issue of the deceased and survive their birth shall be entitled to receive compensation until they reach the full age of eighteen years, except for those who have attained the full age of fifteen or over but below the age of eighteen years, and have taken part in employment and earned an income which makes them self-sufficient; [and]
 - b. Adults without the capability to work shall be entitled to receive support allowances until their death.

Section 3

**COMPENSATION FOR DAMAGE [AND/OR INJURY] IN
A NUMBER OF SPECIFIC CIRCUMSTANCES**

Article 617. Compensation for Damage [and/or Injury] When Exceeding the Limits of Reasonable Self-Defence

1. Persons who cause damage [and/or injury] while acting in reasonable self-defence do not have to compensate persons injured [thereby].
2. Persons who cause damage [and/or injury] while exceeding the limits of reasonable self-defence must compensate the persons injured [thereby].

Article 618. Compensation When Exceeding the Requirements of an Emergency Situation

1. Persons who cause damage [and/or injury while acting] in an emergency situation do not have to compensate the persons injured [thereby].
2. In cases where damage [and/or injury] occur as a result of exceeding the requirements of an emergency situation, the person causing that damage [and/or injury] must compensate the persons injured [thereby].

3. Persons who cause an emergency situation which leads to the occurrence of damage [and/or injury] must compensate the persons injured [thereby].

Article 619. Compensation for Damage [and/or Injury] Caused by Persons Using Stimulants

1. Persons who, due to the consumption of alcohol or the use of other⁽¹⁴⁰⁾ stimulants, fall into a state where they are unable to be aware of and control their acts, [and] thereby cause damage [and/or injury] to others, must compensate.
2. Where a person intentionally causes other persons to take alcohol or other⁽¹⁴¹⁾ stimulants and thereby such persons fall into a state where they are unable to be aware of and control their acts and [as a result] cause damage [and/or injury], that person must compensate the persons injured [thereby].

Article 620. Compensation for Damage [and/or Injury] Caused Jointly by Several Persons

In cases where several persons jointly cause damage [and/or injury], they must jointly compensate the persons injured [thereby]. The liability for compensation of each person who has jointly caused the damage [and/or injury] shall be determined in proportion to the level of his/her fault; if the level of the fault cannot be determined, they must compensate in equal shares.

Article 621. Compensation in Cases Where the Injured is at Fault

If the injured person is also at fault in respect of the causation of damage [and/or injury], then the person who has caused the damage [and/or injury] must compensate only for that part of damage [and/or injury] which is proportionate to the level of his/her fault; if, following an occurrence, damage is caused for which the person suffering the damage is wholly at fault, then the person causing the occurrence shall not have to compensate.

Article 622. Compensation for Damage [and/or Injury] Caused by Persons of a Juridical Person

A juridical person must compensate for damage [and/or injury] caused by its persons⁽¹⁴²⁾ during the performance of duties assigned by the juridical person; if a juridical person has compensated for damage [and/or injury], it shall have the right to demand that the person at fault in causing the damage [and/or injury] reimburse, in accordance with the provisions of the law, the amounts of money paid in compensation to the injured by the juridical person.

Article 623. Compensation for Damage [and/or Injury] Caused by State Officials, [and] Civil Servants

A State authority must compensate for damage [and/or injury] which their officials, [and] civil servants cause during their performance of public duties.

The State authority shall be responsible for demanding from the [concerned] officials, [and/or] civil servants the repayment, in accordance with the law, of the amounts of money it has paid in compensation to injured persons, where such officials, [and/or] civil servants were at fault during their performance of public duties.

Article 624. Compensation for Damage [and/or Injury] Caused by Competent Persons of Authorities Conducting [Legal] Proceedings

140. See footnote to Article 25.

141. See footnote to Article 25.

142. Similar to the concept of vicarious liability.

Authorities which conduct legal proceedings must compensate for damage [and/or injury] caused by their competent persons during their performance of investigatory, prosecutorial, [and] adjudicatory duties and during the enforcement of judgements.

The authority which conducted the proceedings shall have the responsibility to demand from the competent person, who caused the damage [and/or injury], the repayment of the amounts of money the authority has paid in compensation to the injured person(s) in accordance with the provisions of law, if that competent person was at fault when performing his/her duties.

Article 625. Compensation for Damage [and/or Injury] Caused by Persons Below the Full Age of Fifteen, [or] Persons Who Have Lost Their Capacity for Civil Acts While Under the Direct Supervision of a School, Hospital, [or] Other Organisation

In cases where a person below the full age of fifteen or a person who has lost his/her capacity for civil acts causes damage [and/or injury] to another person while under the direct supervision of a school, hospital, [or] other organisations, then such school, hospital [or] other organisation must jointly with [the offender's] father, mother, [and/or] guardian compensate for damage [and/or injury], if it is at fault in its supervision; if the school, hospital [or] other organisation was not at fault, [the offender's] father, mother, [and/or] guardian must compensate.

Article 626. Compensation for Damage [and/or Injury] Caused by Workers, [and] Trainees

Individuals, juridical persons and other subjects must compensate for damage [and/or injury] caused by employees, [or] trainees during their performance of the assigned duties and shall have the right to demand that the employees, [or] trainees at fault in causing the damage [and/or injury] reimburse for the amounts of money they have paid in compensation to injured persons in accordance with the provisions of the law.

Article 627. Compensation for Damage [and/or Injury] Caused by Sources of Extreme Danger

1. Sources of extreme danger shall include motorised means of transportation, power transmission systems, industrial plants in operation, weapons, explosives, inflammable substances, toxic substances, radioactive substances, dangerous animals and other sources of extreme danger provided by law.

Owners of sources of extreme danger must strictly comply with the regulations on taking care of, looking after, transportation, [and] use of sources of extreme danger in accordance with the provisions of law.

2. Owners of sources of extreme danger must compensate for damage [and/or injury] caused by such source; if the owner has assigned possession, [and/or] the use [of such source of extreme danger] to another person, then such other person must compensate, except in circumstances where otherwise agreed.

3. Owners, [and] persons to whom the owner has assigned the possession, [and/or] use of sources of extreme danger must compensate for damage [and/or injury] caused by such source, even where such persons were not at fault, except in the following circumstances:

- a. The damage [and/or injury] was caused solely by the injured person's intentional fault; [and]
- b. The damage [and/or injury] occurred due to a circumstance of force majeure or an emergency situation, except in circumstances where the law otherwise provides.

4. In cases where a source of extreme danger is taken into possession [and/or] used illegally, the illegal possessor, [and/or] user must compensate for damage [and/or injury].

Where either the owner, [or] the person to whom the owner has assigned the possession, [and/or] use of sources of extreme danger is also at fault by allowing⁽¹⁴³⁾ the illegal possession, [and/or] use [of the source of extreme danger], then [either the owner or the person to whom the owner has assigned the possession [and/or] use of sources of extreme danger⁽¹⁴⁴⁾] must jointly compensate for damage [and/or injury].

Article 628. Compensation for Damage [and/or Injury] Caused by Environmental Pollution

Individuals, juridical persons and other subjects who pollute the environment and [thereby] cause damage [and/or injury], must compensate in accordance with the provisions of the laws on environmental protection, except in circumstances where the injured is at fault.

Article 629. Compensation for Damage [and/or Injury] Caused by Livestock

1. Owners of livestock must pay compensation for damage [and/or injury] caused by such livestock to other persons; the owner of the livestock does not have to compensate, if the injured is entirely at fault in causing the livestock to inflict the damage [and/or injury] upon him/herself.
2. In cases where a third party is entirely at fault in causing the livestock to inflict damage [and/or injury] upon other persons, such third party must compensate for damage [and/or injury]; if both the third party and the owner are at fault, then both of them must jointly compensate for damage [and/or injury].
3. In cases where livestock which is taken into possession illegally causes damage [and/or injury], the illegal possessor must compensate; if the owner was also at fault in allowing⁽¹⁴⁵⁾ the illegal possession, [and/or] use of the livestock, he/she must jointly compensate for damage [and/or injury].
4. In cases where livestock is allowed to roam freely according to customary practice and that causes damage [and/or injury], then its owner must compensate according to customary practice but not in contravention of the law [and] social morality.

Article 630. Compensation for Damage [and/or Injury] Caused by Trees

Owners must compensate for damage [and/or injury] caused by fallen, [or] broken [branches of] trees, except in circumstances where the damage [and/or injury] occurs entirely due to the injured person's own fault or a circumstance of force majeure.

Article 631. Compensation for Damage [and/or Injury] Caused by Houses, [and] Other Constructed Facilities

Owners of houses [and] other constructed facilities, [and/or] persons to whom the owner has assigned the management, [and/or] use thereof must compensate for damage [and/or injury], if they allow⁽¹⁴⁶⁾ such houses, [or] other constructed facilities to collapse, to be damaged, [or] to partially collapse and thereby cause damage [and/or injury] to other persons, except in circumstances where the damage [and/or injury] occurs entirely due to the injured person's own fault or a circumstance of force majeure.

143. See footnote to Article 148 (2).

144. It is not stated that either the owner or the person to whom the owner assigns possession will be jointly liable with the person who illegally uses or possesses a source of extreme danger but it appears from the context that this is the intended meaning.

145. See footnote to Article 148 (2).

146. See footnote to Article 148 (2).

Article 632. Compensation for Damage [and/or Injury] Due to the Infringement of Consumer Interests

Individuals, juridical persons and other subjects engaging in production [and/or] business who fail to ensure the quality standards of food, foodstuff, medicine [and] other goods and thereby cause damage [and/or injury] to consumers, must compensate.

Article 633. Compensation for Damage [and/or Injury] Due to Infringements Upon Honour, [and] Reputation in the Field of Production, [and] Business

Individuals, juridical persons and other subjects who infringe upon the honour [or] reputation of manufacturers [and] businessmen, and thereby cause damage [and/or injury] to the production [and/or] business activities of such people, must compensate.

PART FOUR
INHERITANCE

Chapter I
GENERAL PROVISIONS

Article 634. Rights of Inheritance of Individuals

Individuals shall have the right to make a will to dispose of their property; to leave their property to heirs⁽¹⁴⁷⁾ in accordance with the law; and to inherit estates [left to them] under a will or in accordance with the law.

Article 635. Equality of Individuals in Respect of Rights of Inheritance

All individuals are equal with respect to rights to bequeath their property to others and the rights to inherit estates [left to them] under a will or in accordance with the law.

Article 636. Moment [and] Place of Commencing Inheritance

1. The moment of commencing an inheritance shall be the moment of death of the owner of the property. In circumstances where a court declares a person's death, then the moment of commencing the inheritance shall be the date stipulated in Clause 2, Article 91 of this Code.
2. The place of commencing the inheritance shall be the last place of residence of the person leaving the estate; if his/her last place of residence cannot be determined, the place of commencing the inheritance shall be the place where all or most of the estate is located.

Article 637. Estate

1. An estate shall include the deceased's own property, [and] his/her shares in property [owned] in common with others.
2. Land use rights shall also belong to an estate of inheritance and shall be bequeathed as stipulated in Part Five of this Code.

Article 638. Heirs

1. [If] the heir is an individual, he/she must still be alive at the moment of commencing the inheritance or must have survived his/her birth after the moment of commencing the inheritance but must have become a foetus before the person leaving the estate died.
2. In cases where an heir under a will is an authority [or] organisation, it must be in existence at the moment of commencing the inheritance.

Article 639. Moment at Which Rights and Obligations of Heirs Arise

As from the moment of commencing the inheritance, the heirs have the property rights [and] obligations left [to them] by the deceased.

Article 640. Performance of Property Obligations Left by the Deceased

1. The persons enjoying the inheritance are responsible for performing the property obligations left [to them] by the deceased.
2. In cases where an estate has not yet been divided, the property obligations left by the deceased shall be performed by an administrator of estate as mutually agreed upon by the heirs.
3. In cases where the estate has already been divided, each heir shall perform those property obligations left by the deceased which pertain to the portion of property he/she has inherited.
4. In cases where the State or an authority or organisation take an estate under a will, it shall perform the property obligations left [to it] by the deceased as in the case of an individual heir.

Article 641. Administrators of Estates

147. See footnote to Article 83.

1. The administrator of an estate is the person appointed in the will or appointed by agreement between the heirs.
2. In cases where the will fails to appoint the administrator(s) and the heirs have not yet appointed an administrator, the person who presently possesses, uses, [or] administers the estate shall continue its administration until the heirs have appointed an administrator.
3. In cases where the heir(s) cannot yet be determined and there is no administrator of the estate yet, the estate shall be administered by the competent State authority.

Article 642. Obligations of Administrators of Estates

1. Administrators of estates stipulated in Clause 1 and Clause 3, Article 641 of this Code have the following obligations:
 - a. Make a list of the [properties belonging to the] estate; collect in property belonging to the deceased's estate which is presently in the possession of others, except where the law otherwise provides;
 - b. Take care of the estate; not sell, exchange, give as a gift, pledge, mortgage or otherwise dispose of property without the heir's/heirs' written consent;
 - c. Notify the heir(s) of the estate;
 - d. Compensate for damage [and/or injury] if breaching his/her obligations and thereby causing damage [and/or injury]; [and]
 - e. Pass the estate at the heir's/heirs' request.
2. Persons who presently possess, use [or] administer an estate as stipulated in Clause 2 of Article 641 of this Code, have the following obligations:
 - a. Take care of the estate; not sell, exchange, give, pledge, mortgage or otherwise dispose of property [therein];
 - b. Notify the heir(s) of the estate;
 - c. Compensate for damage [and/or injury], if breaching his/her obligations and thereby causing damage [and/or injury]; [and]
 - d. Pass the estate as agreed with the deceased in a contract or at the request of the heir(s).

Article 643. Rights of Administrators of Estates

1. Administrators of estates as stipulated in Clause 1 and Clause 3, Article 641 of this Code have the following rights:
 - a. Represent the heir(s) in relations with third parties in connection with the estate of inheritance; [and]
 - b. Receive remuneration as agreed with the heir(s).
2. Persons who presently possess, use, [or] administer an estate as stipulated in Clause 2 of Article 641 of this Code have the following obligations:
 - a. Continue to use the estate as agreed with the deceased in a contract or as consented to by the heir(s); [and]
 - b. Receive remuneration as agreed with the heir(s).

Article 644. Inheritance by Persons Entitled to Mutually Inherit Each Other's Estate Who Die Simultaneously

In cases where persons, who are entitled to mutually inherit each other's estate, die simultaneously or are deemed to have died simultaneously because it is impossible to determine which of them died first, they shall not have the right to inherit each other's estate and [instead] the estate of each deceased shall be inherited [separately] by his/her heir(s).

Article 645. Disclaimer of Inheritance

1. Heirs shall have the right to disclaim an inheritance, except in circumstances where such disclaimer is for the purpose of evading [and/or] avoiding the performance of their property obligations to other persons.
2. The disclaimer of an inheritance must be in writing; the person who disclaims must notify the other heirs, the person(s) to whom the distribution of the estate is assigned, a State notary public or the People's Committee of the village, ward [or] town at the place where the inheritance of the estate commences of the disclaimer of the estate.
3. The time limit for disclaiming an estate shall be six months from the date on which the inheritance commences.

Article 646. Persons Not Entitled to Inherit

1. The following persons are not entitled to inherit:
 - a. Persons convicted of having intentionally infringed upon the deceased's life [and/or] health, or of having seriously mistreated, [or] [physically or mentally] abused the deceased, [and/or] of having infringed upon the deceased's honour, [or] dignity;
 - b. Persons who seriously breach their duty to support the person leaving the estate;
 - c. Persons convicted of having intentionally infringed upon the life of another heir in order to obtain the entirety or part of such other heir's entitlement to the estate;
 - d. Persons who deceive, coerce or obstruct the person leaving the estate with respect to the making of the will, [and persons who] forge, alter [or] destroy the will in order to obtain the entirety or part of the estate contrary to the intention of the person leaving the will.
2. The persons referred to in Clause 1 of this Article may nonetheless inherit the estate, if the person leaving the estate was aware of their acts but nevertheless allowed them to inherit the estate under his/her will.

Article 647. Estates With No Heirs Belong to the State

In cases where there is no heir under a will [or] at law, or where there is an heir but he/she is not entitled to inherit the estate [or] he/she disclaims the inheritance of the estate, the estate has no heir and shall belong to the State.

Article 648. Statute of Limitations for Initiating Legal Actions Relating to Rights of Inheritance

The statute of limitations for the initiation of a legal action relating to rights of inheritance shall be ten years from the moment of commencing the inheritance.

Chapter II

INHERITANCE UNDER A WILL⁽¹⁴⁸⁾

Article 649. Wills

A will is an expression of an individual's intent which is made for the purpose of passing his/her property to others after his/her death.

Article 650. Testators

1. Adults shall have the right to make a will, except in circumstances where they suffer from mental illness or other illnesses and are unable to be aware of and control their actions.
2. Persons who have attained the full age of fifteen or over but not yet the full age of eighteen years may make a will with the consent of their father, mother or guardian.

148. Similar to testate succession in common law jurisdictions.

Article 651. Rights of Testators

A testator shall have the following rights:

1. Appoint his/her heir(s); deprive an heir of his/her enjoyment of⁽¹⁴⁹⁾ the estate;
2. Allocate parts of his/her estate to each heir;
3. Reserve part of his/her estate as gift(s), [and/or] for worshipping purposes;
4. Assign obligations to the heirs within the scope of the estate; [and]
5. Appoint a custodian of the will, (an) administrator(s) of the estate, [and] (a) distributor(s) of the estate.

Article 652. Form of a Will

A will must be made in writing; if it cannot be made in writing, it may be made orally. People of ethnic groups have the right to make will(s) in their own scripts and spoken languages.

Article 653. Written Wills

Written wills shall include:

1. Written wills which are not witnessed;
2. Written wills which are witnessed;
3. Written wills which are authenticated by the People's Committee of the village, ward, [or] town; [and]
4. Written wills which are notarised by a State notary public.

Article 654. Oral Wills

1. In cases where the life of a person is endangered by death due to illness or other reasons and it is impossible [for him/her] to make a written will, an oral will may be made. An oral will shall be deemed lawful if the person making it expresses his/her last intention in the presence of at least two witnesses who immediately thereafter put [that last intention] in writing, [and] jointly affix their signatures or fingerprints thereto.
2. If, at the expiration of three months after the [moment of] the making of the oral will, the testator is still alive and has a clear, [and] sound mind, such oral will shall become invalid.

Article 655. Legally Valid Wills

1. A will must meet the following requirements in order to be legally valid:
 - a. The testator had a clear, [and] sound mind when he/she made the will; [and] was not deceived, threatened or coerced; [and]
 - b. The contents of the will do not contravene the law, [or] social morality; the form of the will does not contravene the provisions of law.
2. A will made by persons who have attained the full age of fifteen or over but not yet the full age of eighteen years must be made in writing and must have the consent of their father, mother or guardian.
3. A will made by persons who are [physically] incapacitated or illiterate must be put into writing by the witness(es) and must be notarised by a State notary public or authenticated by the People's Committee of the village, ward or town.
4. A written will which is not notarised, [or] authenticated as stipulated in Article 660 of this Code may be deemed legally valid only if it fully satisfies the requirements stipulated in Clause 1 of this Article.

Article 656. Contents of Written Wills

149. The Vietnamese term used here is "*quyền*" which is "right" in English. However, the English term "enjoyment" is used here as it is more appropriate in this context.

1. The will must clearly specify [the following]:
 - a. The full date on which the will is made;
 - b. The testator's full name and place of residence;
 - c. The full names of persons who, [and/or] authorities [or] organisations which inherit the estate;
 - d. The estate [to be] bequeathed and its location; [and]
 - e. The appointment of persons to perform obligations and the nature of [such] obligations.
2. Wills may not be written using abbreviations or other symbols; if a will consists of several pages, each page must be numbered and bear the testator's signature or fingerprint.

Article 657. Witnesses to the Making of a Will

Anybody may act as a witness to the making of a will, except the following persons:

1. Persons who are heirs of the testator under his/her will or at law;
2. Persons with property rights [and/or] obligations pertaining to the will's contents; [and]
3. Persons below the full age of eighteen years, [and] persons who do not have the capacity for civil acts.

Article 658. Unwitnessed Written Wills

The testator must write the will in his/her own hand and must sign thereon.

The preparation of a written will without witnesses must comply with the provisions of Article 656 of this Code.

Article 659. Witnessed Written Wills

In cases where the testator is unable to prepare the will in his/her own hand, he/she may request another person to prepare the will, but in the presence of at least two witnesses. The testator must affix his/her signature or fingerprint to the will in the presence of the witnesses; the witnesses shall acknowledge the testator's signature [or] fingerprint and shall sign the will.

The preparation of the [written] will must comply with the provisions of Articles 656 and 657 of this Code.

Article 660. Wills Notarised by a State Notary Public or Authenticated by the People's Committee of a Village, Ward [or] Town

The testator may request a State notary public to notarise, or a People's Committee of the village, ward or town to authenticate the will.

Article 661. Procedures for the Preparation of Wills at a State Notary Public or a People's Committee of a Village, Ward [or] Town

The preparation of a will at a State notary public or the People's Committee of a village, ward [or] town shall be made in accordance with the following procedures:

1. The testator shall declare the content of the will before a notary public or a member of a People's Committee of a village, ward [or] town who has the authority to authenticate it. The notary public or the person having the authority to authenticate must record the content declared by the testator. The testator shall affix his/her signature [or] fingerprint to the will after acknowledging that it has been recorded properly and correctly expresses his/her intention. The notary public or the member of the People's Committee of the village, ward or town who has the authority to authenticate the will shall sign it.
2. In cases where the testator is unable to read or hear the will [or] unable to affix his/her signature or fingerprints thereon, [he/she] must have a witness who must acknowledge [the will] by signing it before the notary public or the member of the People's Committee of the village, ward or town who has the authority to authenticate it. The notary public shall notarise, or the member

of the People's Committee of the village, ward or town who has the authority to authenticate the will shall authenticate it in the presence of the testator and the witnesses.

Article 662. Persons Not Permitted to Notarise, [or] Authenticate a Will

Notaries public or persons of the People's Committee of a village, ward, [or] town who have the authority [to authenticate] shall not be permitted to notarise or authenticate a will, if they:

1. Are heirs of the testator under the will or at law;
2. Are persons whose father, mother, wife or husband, [and/or] child is/are heir(s) under the will or at law; [or]
3. Are persons who have property rights, [or] obligations pertaining to the will's contents.

Article 663. Written Wills With the Same Validity as Notarised, [or] Authenticated Wills

Written wills with the same validity as wills notarised by a State notary public or authenticated by the People's Committee of a village, ward [or] town shall include the following:

1. Wills of serving soldiers which are acknowledged by the head of the unit from [the rank of] a company commander upwards, if the soldier is unable to request a State notary public to notarise or the People's Committee of a village, ward [or] town to authenticate it;
2. Wills of persons travelling on board sea-going vessels [or] aircraft which are acknowledged by the captain/commander;
3. Wills of persons undergoing medical treatment in hospital [or] other medical establishments or sanatoriums which are acknowledged by the person in charge of such hospital [or] establishment;
4. Wills of persons conducting surveys, explorations [and/or] research in mountainous or forest areas [or] offshore islands which are acknowledged by the person in charge of the [concerned] unit;
5. Wills of Vietnamese citizens abroad which are acknowledged by a Vietnamese consular [or] diplomatic representative mission in that country; [and]
6. Wills of persons who are being held in temporary detention, serving a prison sentence [or] administrative penalties at educational, [or] medical treatment facilities, which are acknowledged by the person in charge of such facility.

Article 664. Wills Prepared by Notaries Public at the Place of Accommodation

1. A testator may request a notary public to attend to his/her place of accommodation in order to prepare a will.
2. The procedures for the preparation of wills at the place of accommodation shall be the same as the procedures for the preparation of wills at a State notary public as stipulated in Article 661 of this Code.

Article 665. Amendment, Supplement, Replacement [or] Cancellation of a Will

1. A testator may amend, supplement, replace or cancel his/her will at any time.
2. If a testator supplements his/her will, the prepared will and the codicil shall be equally valid; if the prepared will and the codicil conflict with each other, only the codicil shall be legally effective.
3. In cases where a testator substitutes his/her will with a new will, the previous will shall be cancelled.

Article 666. Joint Wills of Wife [and] Husband

A wife [and] husband may prepare joint wills to dispose of the property in common ownership.

Article 667. Amendment, Supplement, Replacement [and] Cancellation of Joint Wills

1. A wife [and] husband may amend, supplement, replace [or] cancel their joint wills at any time.

2. If a wife or husband wish to amend, supplement, replace [or] cancel the joint will, they must obtain the other person's consent; if one [of them] has died, the other may amend [and/or] supplement only [that part of the joint will] which relates to her/his share of the property.

Article 668. Custody of a Will

1. A testator may request a State notary public or another person to keep his/her will in their custody.
2. In cases where the will is kept in the custody of a State notary public, it must be taken care of [and] looked after in accordance with the laws on notaries public.
3. An individual keeping a will has the following obligations:
 - a. Keep the contents of the will confidential;
 - b. Take care of [and] look after the will; if the will is lost or damaged, he/she must immediately notify the testator thereof; [and]
 - c. Upon the testator's death, hand over the will to the deceased's heir(s) or the person who has the authority to announce the will. The hand over of the will must, in the presence of two witnesses, be recorded in written form [and] signed by the person who hands it over [and] the recipient.

Article 669. Loss, [and/or] Damage of a Will

1. If, as from the moment of commencing the inheritance, a will is lost or damaged to the extent that [it] is incapable of fully reflecting the testator's intention and there is also no [further] evidence of the testator's true wishes, then no will shall be deemed to exist and the provisions of inheritance at law shall apply.
2. In cases where a [lost] will is found before the estate has been distributed, the estate shall be distributed according to the will.

Article 670. Legal Effect of a Will

1. A will shall take legal effect as from the moment of commencing the inheritance.
2. All or part of a will shall be legally ineffective in the following circumstances:
 - a. An heir under the will dies before the testator or dies simultaneously with him/her; [or]
 - b. The authority [or] organisation appointed as heir no longer exists at the moment of commencing the inheritance.

In cases where there are several heirs under the will and one of them dies before the testator or dies simultaneously with him/her, [or if] one of the authorities [and/or] organisations appointed as heirs under the will no longer exists at the moment at which the inheritance commences, then only that part of the will which relates to the person(s) who died before the testator or died simultaneously with him/her, [or] to the defunct authority, [or] organisation shall become legally ineffective.

3. A will shall not be legally effective if the estate left to the heirs no longer exists at the moment at which the inheritance commences; if only part of the estate left to the heirs remains, only that part of the will which relates to the remainder of the estate shall remain legally effective.
4. Where a will contains parts which are not lawful but [such parts] do not affect the validity of the remainder of the will, then only such parts shall be legally ineffective.
5. Where a person leaves behind more than one will for any one property, then only the last of these wills shall be legally effective.

Article 671. Legal Effect of Joint Wills of Wives [and] Husbands

In cases where a wife and husband make a joint will and one of them dies before [the other], only that part of the will which relates to the deceased's estate in the property in common⁽¹⁵⁰⁾ shall have legal effect; if the wife and husband have agreed in the will that its effective moment shall be the moment at which the surviving spouse dies, then their estate under the joint will may be distributed only from that moment.

Article 672. Heirs Notwithstanding the Contents of a Will

The following persons shall still be entitled to a share of the estate which is equivalent to two-thirds of the share an heir at law would have received if the estate had been divided according to the law, in cases where the testator did not grant him/her an inheritance or granted him/her an inheritance which is less than two-thirds of the share [of an heir at law], except where such persons have disclaimed their inheritance or are not entitled to inherit according to the provisions in Article 645 or Clause 1 of Article 646 of this Code:

1. Minor children, father, mother [and] wife or husband [of the testator]; [and]
2. Children [of the testator] who have attained adulthood but are incapable of working.

Article 673. Estates Used for Worshipping Purposes

1. In cases where a testator leaves part of his/her estate for worshipping purposes, such part of the estate shall not be distributed among the heirs and shall be handed over to the person appointed in the will for its administration for worshipping purposes; if the appointee fails to strictly implement the will or the agreement of the heirs, then the heirs shall be entitled to pass such part of the estate to another person for its administration for worshipping purposes.

In cases where the testator fails to appoint an administrator for that part of the estate which is designated for worshipping purposes, then his/her heirs shall appoint an administrator for that part of the estate which is designated for worshipping purposes.

In cases where all heirs under the will have already died, the part of the estate which is designated for worshipping purposes shall belong to a person among the heirs at law who currently administers such estate lawfully.

2. In cases where the deceased's entire estate is insufficient to satisfy all property obligations of the deceased, no part of the estate may be designated for worshipping purposes.

Article 674. Posthumous Gifts

1. A posthumous gift is granted where the testator reserves part of his/her estate as a gift to another person. The grant of a gift must be expressly stated in the will.
2. The grantee of a gift does not have to fulfil property obligations with respect to the share granted [to him/her] as a gift, except in circumstances where the entire estate is insufficient to satisfy all property obligations of the grantor, in which case the share granted as a gift shall also be used to satisfy the remainder of the grantor's obligations.

Article 675. Announcement of Wills

1. In cases where a written will is kept by a State notary public [office], a notary public shall be the person to announce the will.
2. In cases where a testator has appointed a person to announce the will, then such person has the obligation to announce the will; if the testator fails to appoint a person or if he/she has

150. This is a literal translation of the Vietnamese text although this appears illogical. Consequently, a spouse could bequeath property which is exclusively in his/her ownership (i.e., not in common ownership) only under a "separate" will, not under a joint will. Hence, a joint will would only be appropriate where both spouses' entire property is held in common ownership.

appointed someone but the appointee refuses to announce the will, then the [deceased's] surviving heirs shall agree on the appointment of a person to announce the will.

3. After the moment of commencing the inheritance, the person appointed to announce the will must send copies of the will to all persons related to its contents. Such copies must be notarised by a State notary public or authenticated by the People's Committee of the village, ward or town at the place where the inheritance commences.
4. The recipients of the copies of the will shall have the right to compare the copies with the original.
5. In cases where a will has been prepared in a foreign language, it must be translated into Vietnamese and must be notarised by a State notary public.

Article 676. Interpretation of the Contents of Wills

In cases where the contents of a will give rise to more than one interpretation, the person announcing the will and the heirs must jointly interpret the will's contents based on the deceased's true wishes, taking into consideration the relationship between the deceased and the heirs under the will. If these persons fail to reach a consensus on the interpretation of the will's contents, no will shall be deemed to exist and the estate shall be bequeathed in accordance with the law.

In cases where part of a will's contents cannot be interpreted but the remainder of the will is not affected [thereby], then only that part which is incapable of interpretation shall be invalid.

Chapter III

INHERITANCE AT LAW⁽¹⁵¹⁾

Article 677. Inheritance at Law

Inheritance at law shall be inheritance according to the order of priority of inheritance, and the conditions and procedures of inheritance provided by law.

Article 678. Circumstances of Inheritance at Law

1. Inheritance at law shall apply in the following circumstances:
 - a. There is no will;
 - b. The will is not legally valid;
 - c. All the heirs under the will have died before the testator or died simultaneously with him/her; [or] the authorities or organisations which are entitled to inherit under the will no longer exist at the moment of commencing the inheritance; [or]
 - d. The persons appointed as heirs under the will shall not have the right to inherit or have disclaimed the right to inherit.
2. Inheritance at law shall also apply to the following parts of an estate:
 - a. Parts of an estate for which no disposition has been made in the will;
 - b. Parts of an estate related to an ineffective part of the will;
 - c. Parts of an estate related to heirs under the will who do not have the right to inherit or who have disclaimed the right to inherit, [or] who [have] die[d] before the testator or [have] die[d] simultaneously with him/her; parts of an estate related to authorities or organisations who are entitled to inherit under the will but no longer exist at the moment of commencing the inheritance.

Article 679. Heirs at Law

151. Similar to "intestate succession" in common law jurisdictions.

1. Heirs at law are subject to the following order of priority:
 - a. The category of first priority of inheritance shall include: wife, husband, biological father, biological mother, adoptive father, adoptive mother, biological children [and] adopted children of the deceased;
 - b. The category of second priority of inheritance shall include: paternal grandfather, paternal grandmother, maternal grandfather, maternal grandmother [and] elder and younger brother(s) and sister(s) [who are] blood relatives of the deceased; [and]
 - c. The third category of priority of inheritance shall include: paternal and maternal great grandparents by blood of the deceased; paternal and maternal uncles and aunts by blood of the deceased; nephews and nieces of whom the deceased is the paternal or maternal uncle or aunt by blood.
2. Heirs of the same category of priority of inheritance shall be entitled to equal shares in the estate.
3. Heirs of the next [lower] category of priority of inheritance shall be entitled to inherit only if no heirs of the higher categories are left due to their death, non-entitlement to inherit [or] deprivation or disclaimer of the estate of inheritance.

Article 680. Succeeding Heirs⁽¹⁵²⁾

In cases where a [testator's] child dies before the testator or dies simultaneously with him/her, [the testator's] grand-child[ren] shall inherit that part of the estate which his/her/their father or mother would have been entitled to if he/she were still alive; if the grand-child[ren] has/have also died before the testator or died simultaneously with him/her, [the testator's] great-grandchild[ren] shall be entitled to enjoy that part of the estate which his/her/their father or mother would have been entitled to if he/she/they were still alive.

Article 681. Inheritance Relations between an Adopted Child and His/Her Adoptive Father, [and/or] Mother and His/Her Biological Parents

An adopted child and [his/her] adopted father, [and/or] mother may mutually inherit each other's estates and may further inherit estates in accordance with the provisions in Articles 679 and 680 of this Code.

Article 682. Inheritance Between a Step-child and His/Her Step-mother [and/or] Step-father

If a step-child and his/her step-father [and/or] step-mother have a relationship of mutual care [and] support as between a biological father, biological mother and a biological child, they may mutually inherit each other's estates and may further inherit estates in accordance with the provisions in Articles 679 and 680 of this Code.

Article 683. Inheritance Where Wife and Husband Who Have Divided the Property in Common Are Applying for Divorce and/or Have Married Another

1. In cases where a wife and husband have divided the property in common whilst their marriage still subsists and one of them subsequently dies, the surviving spouse shall still be entitled to inherit the deceased's estate.
2. In cases where a wife and husband have applied for a divorce but not yet obtained a legally effective divorce order or decision from a court [and] one of them dies, the surviving spouse shall still be entitled to inherit the deceased's estate.

152. The Vietnamese term is "*thiá kÆ thÆ vÙ*" which is "succeeding inheritance" in English. However, the English term "Succeeding Heir" is clearer in meaning.

3. A person who was still the deceased's wife or husband at the time of the deceased's death shall still be entitled to inherit the deceased's estate even if he/she has subsequently married someone else.

Chapter IV

WINDING UP AND DISTRIBUTION OF ESTATES

Article 684. Meeting of Heirs

1. After having been notified of the commencement of the inheritance or after a will has been announced, the heirs may meet to agree on the following matters:
 - a. The appointment of an administrator of the estate, [and/or] a distributor of the estate, [and] the determination of his/her/their powers and obligations, if the testator has failed to make such appointments in the will; [and]
 - b. The method of distributing the estate.
2. All agreements by the heirs must be made in writing.

Article 685. Distributors of Estates

1. The distributor of an estate may concurrently be the administrator appointed in the will or appointed by agreement of the heirs.
2. The distributor of the estate must divide it strictly in accordance with the will or the agreement of the heirs at law.
3. The distributor of the estate may receive remuneration if so allowed by the testator in the will or if so agreed by the heirs.

Article 686. Order of Priority of Payment

Property obligations and expenses related to the inheritance shall be paid in the following priority order:

1. Reasonable funeral expenses in accordance with customary practice;
2. Outstanding alimonies;
3. Maintenance payments for dependants of the deceased;
4. Labour charges;
5. Monetary compensation for damage [and/or injury];
6. Taxes and other liabilities owed to the State;
7. Fines;
8. Other liabilities owed to other individuals, juridical persons or organisations;
9. Expenses for taking care of the estate; [and]
10. Other expenses.

Article 687. Distribution of Estates in Accordance With a Will

1. The distribution of an estate shall be carried out in accordance with the testator's intention; if the will fails to clearly specify the share of each heir, the estate shall be divided equally between the persons named in the will, except in circumstances where otherwise agreed.
2. In cases where the will provides for the distribution of an estate in kind, the heirs shall be entitled to receive their shares in kind plus the fruits [and] income gained therefrom or must bear the depreciation in value of such shares in kind up to the moment of the distribution of the estate; if the shares in kind have been destroyed due to the fault of others, the heirs shall have the right to demand compensation for damage.
3. In cases where the will only provides for proportions of the estate's total value in which the estate shall be distributed, such proportions shall be calculated based on the estate value remaining at the moment of distribution.

Article 688. Distribution of Estates in Accordance with the Law

1. If, at the time of distribution, an heir in the same priority category is a foetus but is not yet born, then a part of the estate equal to the share which another heir [of the same priority category] is entitled to shall be set aside for inheritance by the [unborn] heir if he/she is born alive; if the [unborn heir] does not survive his/her birth, the other heirs shall be entitled to [his/her share].
2. Heirs shall have the right to demand that the estate be distributed in kind; if [the estate] cannot be equally divided in kind, the heirs may agree that [the assets] in kind shall be appraised and may agree on the person(s) who shall receive them; if [they] are unable to reach an agreement, [the assets] in kind shall be sold for distribution.

Article 689. Conditional Distribution of Estates

In cases where, according to the testator's intention or the agreement of all heirs, the estate is to be distributed only after a definite period of time, then it shall be distributed only after such time period has expired.

PART FIVE

PROVISIONS ON THE TRANSFER OF LAND USE RIGHTS

Chapter I

GENERAL PROVISIONS

Article 690. Basis for Establishment of Land Use Rights

1. Land belongs to the ownership of the entire people and is uniformly administered by the State.
2. Land use rights of individuals, [and] family households may be established by the allocation⁽¹⁵³⁾ or lease of land by the State.
3. Land use rights of individuals, [and] family households may also be established by the transfer of land use rights by other persons in accordance with the provisions of this Code and the laws on land.

Article 691. Form of Transfer of Land Use Rights

The exchange, assignment, lease [and] mortgage of land use rights in accordance with this Code and the laws on land shall be performed through contracts.

Contracts on the transfer of land use rights must be made in writing and authenticated by the competent People's Committee.

The inheritance of land use rights shall be implemented in accordance with the provisions in Articles 738 to 744 of this Code and the laws on land.

Article 692. Procedures for the Transfer of Land Use Rights

Transfers of land use rights must be effected according to the [prescribed] procedures, and must be registered with the competent State authority.

Article 693. Requirements for the Transfer of Land Use Rights

Family households, [and] individuals shall be entitled to transfer land use rights to other persons, when fully meeting the following requirements:

1. Have land use right certificates issued by the competent State authority in accordance with the provisions of the laws on land;
2. [The transfer is made] within the permitted land use term;
3. Be permitted to transfer the land use rights in accordance with the provisions in this Code and the laws on land; [and]
4. There is no dispute regarding the land.

Article 694. Price for Transfers of Land Use Rights

The parties shall agree upon the price for a transfer of land use rights based on the price table promulgated by the People's Committees of Provinces [or] Cities directly under the central authority in accordance with the price frame stipulated by the Government.

Article 695. Principles for the Transfer of Land Use Rights

153. "Allocation" is a literal translation of the Vietnamese term "*giao*", as defined in the 1993 Land Law and, hence, connotes a **specific** form of land holding which is **distinct** from a lease. Both under an "allocation" and a "lease" the land use rights are held for a specified time period. However, land is commonly "allocated" against a one-off payment of so-called "land use fees/land use payments" and sometimes without any payment, whereas a "lessee" of land use rights is required to make regular payments of land rent to the lessor.

The reader should be aware that, in practice, the term "*giao*" is not always used strictly in the meaning of "allocation" as mentioned above. In everyday language and as well as in some secondary legislation, "*giao*" is occasionally used as an overall term which covers both "allocations" and "leases".

This translation adheres strictly to the meaning used in the Land Law.

1. Only users of land for which the law permits the transfer of land use rights shall have the right to transfer land use rights.
2. When transferring land use rights, the parties shall have the right to agree upon the contents of the contract for the transfer of land use rights in accordance with the provisions of this Code and the laws on land.
3. The transferee of land use rights must use the land for the designated purpose [and] duration as stated in the decision of the competent State authority to allocate the land to the family households [and/or] individuals and in accordance with the zoning plans of the locality; must have a land area under current use which is less than the [prescribed area] limit; must protect, improve and enrich the land to increase its profitability; must protect the environment; [and] must not cause harm to the legal rights [or] interests of the users of adjacent and surrounding land.

Article 696. Effect of Transfers of Land Use Rights

A transfer of land use rights shall be effective as from the moment at which the land use rights are registered with the competent People's Committee.

Article 697. Consequences of Illegal Transfers of Land Use Rights

In cases where a contract for a transfer of land use rights violates the requirements for [and/or] contents and form of a land use right transfer stipulated by the laws on land and this Code, such contract shall be ineffective; the person in violation shall be dealt with in accordance with the provisions of law. The land may be repossessed [by the State], and the transacted property and fruits gained may be confiscated in accordance with the provisions of law.

A person who by taking advantage of his/her position [and/or] authority or by acting ultra vires permits the transfer of land use rights [and/or] changes of the land use purpose in contravention of the provisions of law shall be dealt with in accordance with the provisions of law.

Article 698. Basis for Termination of Land Use Rights

1. Land use rights of individuals [and] family households shall terminate in the following circumstances:
 - a. The land use period for the land allocated or leased by the State has expired;
 - b. The land use period under the contract for the transfer of land use rights has expired;
 - c. The land user voluntarily returns the allocated land;
 - d. The land user dies without an heir;
 - e⁽¹⁵⁴⁾. There is a decision of the competent State authority on the repossession of the land use rights;
 - f. The land use area no longer exists as a result of a natural disaster; [and]
 - g. In other circumstances provided by law.
2. Land which is encroached upon in cases where the State has not yet allocated it to organisations, family households [or] individuals [and/or] land which is not allocated in accordance with the authority provided by the laws on land, shall be repossessed.
Authorised persons who grant⁽¹⁵⁵⁾ land illegally shall be dealt with in accordance with the provisions of law.

154. See footnote to Article 12.

155. We use "grant" as a translation of the Vietnamese term "cấp". It is unclear whether "cấp" results in a peculiar form of holding land use rights (i.e., excluding both land use rights held under an "allocation" and under a "lease") or is merely a general term which covers both "allocations" and "leases". See also

Chapter II

CONTRACTS FOR THE EXCHANGE OF LAND USE RIGHTS

Article 699. Contracts for the Exchange of Land Use Rights

A contract for the exchange of land use rights is an agreement between the parties pursuant to which the parties transfer land and land use rights to each other in accordance with the requirements, contents and forms of land use right transfers provided in this Code and the laws on land.

Article 700. Requirements for the Exchange of Land Use Rights

Family households [and] individuals using agricultural land, forestry land for afforestation [or] residential land may mutually exchange land use rights if the following requirements are fully met:

1. [Such exchange] is convenient for production and life;
2. After the exchange of land use rights, the [concerned] land must be used in accordance with the [designated] purpose, duration and [within the area] limits applicable to each category of land; [and]
3. [The land is exchanged] within the land use term [stipulated] by the State when allocating the land.

Article 701. Form of Exchanges of Land Use Rights

A contract for the exchange of land use rights must be made in writing. Exchanges of land use rights must be effected according to the [prescribed] procedures, and must be registered with the competent People's Committee in accordance with the provisions of the laws on land.

Article 702. Principal Contents of Contracts for the Exchange of Land Use Rights

Contracts for the exchange of land use rights shall include the following principal contents:

1. Full names and addresses of the parties;
2. The reasons for the exchange of land use rights;
3. The rights and obligations of the parties;
4. The categories, grades, areas, location, boundaries and condition of the land;
5. The moment at which the land is transferred;
6. The land use term of the exchanger; the remainder of the land use term for the exchangee;
7. The difference in value of the land use rights, if any;
8. Third party rights to the exchanged land, if any; [and]
9. The liability of each party for breach of contract.

Article 703. Obligations of the Parties to an Exchange of Land Use Rights

The parties to an exchange of land use rights shall have the following obligations:

1. Transfer to each other the full area of land strictly [in accordance with] the grade, category, location and condition of the land as agreed upon in the contract;
2. Use the land for the designated purpose [and] duration;
3. Bear the fees for the exchange of land use rights with respect to the area of land received in the exchange, and perform the obligations of a land user in accordance with the provisions of this Code and the laws on land;
4. Settle the balance of money if the value of the land use rights of one party to the exchange exceeds the value [of the other party's land use rights], except in circumstances where otherwise agreed; [and]

footnote Article 690.

5. The party to whom the balance due from the higher value of exchanged land use rights is paid, must pay land use rights transfer tax on the difference in value in accordance with the provisions of the laws on land use rights transfer tax.

Article 704. Rights of the Parties to an Exchange of Land Use Rights

The parties to an exchange of land use rights shall have the following rights:

1. Demand that the other party transfer the full area of land strictly in accordance with the grade, category, location and condition of the land as agreed upon in the contract;
2. Demand that the other party hand over to it all legal documents on the [concerned] land use rights;
3. Be issued a land use right certificate for the exchanged land; [and]
4. Use the land for the designated purpose, [and] duration.

Chapter III

CONTRACTS FOR ASSIGNMENT OF LAND USE RIGHTS

Article 705. Contracts for the Assignment of Land Use Rights

A contract for the assignment of land use rights is an agreement between the parties in compliance with the requirements, contents and forms of land use rights transfer provided by this Code and the laws on land, pursuant to which the land user (referred to as "the assignor of the land use rights") transfers the land and the land use rights to the assignee (referred to as "the assignee of the land use rights"), and the assignee shall pay money to the assignor.

Article 706. Requirements for an Assignment of Land Use Rights

1. Family households [and] individuals using agricultural land [and/or] forestry land for afforestation may assign land use rights if one of the following requirements is met:
 - a. [They] relocate to another place of residence to live or to carry on production or business [activities];
 - b. [They] engage in another occupation; [or]
 - c. [They] are no longer capable of working themselves or [they] do not have the capability to work⁽¹⁵⁶⁾.
2. Family households, [and] individuals using residential land may assign the land use rights if they move to another place or no longer have the need to use such land.

Article 707. Form of Contracts for the Assignment of Land Use Rights

Contracts for the assignment of land use rights must be made in writing. An assignment of land use rights must be permitted by the competent State authority and must be effected according to the [prescribed] procedures, [and] must be registered with the competent People's Committee in accordance with the provisions of the laws on land.

Article 708. Principal Contents of Contracts for the Assignment of Land Use Rights

Contracts for the assignment of land use rights shall have the following principal contents:

1. The full names and addresses of the parties;
2. The reasons for the assignment of land use rights;
3. The rights and obligations of the parties;
4. The category, grade, area, location, boundaries and condition of the land;
5. The assignor's land use term; the remainder of the land use term for the assignee;

156. This is a literal translation of this clause.

6. The price of the assignment;
7. The method and time of payment;
8. Third party rights to the assigned land, if any; [and]
9. The liability of each party when a breach of contract occurs.

Article 709. Obligations of Assignors of Land Use Rights

The assignor of land use rights has the following obligations:

1. Apply for permission to assign the land use rights from the competent State authority in accordance with the provisions of the laws on land;
2. Assign the land use rights within the term allocated [by the State];
3. Transfer to the assignee the full area of land strictly in accordance with the grade, category, location and condition of the land, as agreed upon in the contract and [as specified in] the documents relating to the land use rights;
4. Notify the assignee of third party rights, if any with respect to the assigned land use rights; [and]
5. Pay land use rights transfer tax, except in circumstances where the law otherwise provides.

Article 710. Rights of Assignors of Land Use Rights

The assignor of land use rights has the following rights:

1. Receive payment in money for the assignment of land use rights; if the assignee delays payment, the provisions in Clause 2 of Article 313 of this Code shall apply; [and]
2. Cancel the contract and demand compensation for damage if the assignee fails to pay the assignment money at the [agreed] time or in full.

Article 711. Requirements for Assignees of Land Use Rights

The assignee of land use rights must meet the following requirements:

1. [He/she] must have a need for the use of the land; [and]
2. [He/she] does not have any land or currently uses land below the [area] limits stipulated by the laws on land and if, after receiving the assigned land use rights, the land used [by him/her] does not exceed the [prescribed area] limit for such land category.

Article 712. Obligations of Assignees of Land Use Rights

The assignee of land use rights has the following obligations:

1. Pay the assignor in full at the time and by the method of payment agreed upon;
2. Register the land use rights with the competent People's Committee as stipulated in Article 707 of this Code;
3. Perform all other obligations stipulated in Clauses 1, 2, 3, 4 and 7 of Article 79 of the Land Law; [and]
4. Ensure third party rights with respect to the use of the land.

Article 713. Rights of Assignees of Land Use Rights

The assignee of land use rights has the following rights:

1. Demand that the assignor of the land use rights hand over to him/her all legal documents on the land use rights;
2. Demand that the assignor of the land use rights hand over the full area of land strictly in accordance with the grade, category, location and condition of the land as agreed upon in the contract;
3. Be issued a land use right certificate for the assigned land; [and]
4. Use the land for the designated purpose and duration.

Chapter IV

CONTRACTS FOR THE LEASE OF LAND USE RIGHTS

Article 714. Contracts for the Lease of Land Use Rights

A contract for the lease of land use rights is an agreement between the parties in compliance with the requirements, contents and forms of transfer of land use rights as provided by this Code and the laws on land, pursuant to which the lessor transfers land to the lessee for use during a [definite] term, and the lessee must use the land for the designated purpose, must pay rent and return the land upon the expiry of the lease term.

Article 715. Requirements for the Lease of Land Use Rights

1. Family households and individuals using agricultural land for the cultivation of annual crops, [and/or] for aquacultural purposes, shall have the right to lease their land use rights in the following circumstances:
 - a. The family is in poverty [or] encounters difficulties due to a shortage of labour [and/or] lack of capital; [and/or]
 - b. They have changed to another occupation but are not yet firmly settled [therein].
2. The term of a lease of land use rights shall be agreed upon by the parties but [it] shall not exceed three years; in the case of extraordinary difficulties, the lease term may be extended in accordance with Government regulations.

Article 716. Form of Contracts for the Lease of Land Use Rights

Contracts for the lease of land use rights must be made in writing.

A lease of land use rights must be effected according to the [prescribed] procedures, [and] must be registered with the competent People's Committee in accordance with the provisions of the laws on land.

Article 717. Principal Contents of Contracts for the Lease of Land Use Rights

Contracts for the lease of land use rights shall include the following principal contents:

1. The full names and addresses of the parties;
2. The reasons for leasing the land use rights;
3. The rights and obligations of the parties;
4. The category, grade, area, location, boundaries and condition of the land;
5. The lease term;
6. The price for the lease [land rent];
7. The method, [and] time of payment;
8. Third party rights to the leased land, if any;
9. The liability for breach of the contract for the lease of land use rights; [and]
10. The resolution of consequences arising upon the expiration of the contract for the lease of land use rights.

Article 718. Obligations of Lessors of Land Use Rights

The lessor of land use rights has the following obligations:

1. Register the lease of the land use rights;
2. Transfer to the lessee the full area of the land strictly [in accordance with] the grade, category, location and condition of the land as agreed upon in the contract;
3. Lease the land use rights within the term allocated [by the State];
4. Inspect and remind the lessee to protect and take care of the land and use it for the designated purpose;
5. Pay land use tax, except in circumstances where otherwise agreed; [and]
6. Notify the lessee of third party rights to the leased land, if any.

Article 719. Rights of Lessors of Land Use Rights

The lessor of land use rights has the following rights:

1. Demand full payment of the land rent from the lessee;
2. Demand that the lessee of the land use rights immediately terminate any use of the land which is not for the designated purpose, or any destruction or devaluation of the land; if the lessee fails to stop the violation immediately, then the lessor shall be entitled to unilaterally suspend the performance of the contract, demand the return of the leased land and demand compensation for damage from the lessee; [and]
3. Demand that the lessee return the land upon the expiry of the lease term.

Article 720. Obligations of Lessees of Land Use Rights

The lessee of the land use rights has the following obligations:

1. Use the land for the designated purpose, within the boundaries and for the lease term agreed upon;
2. Not destroy the land, [and/or] diminish its utility value and satisfy all other requirements as agreed upon in the contract for the lease of the land use rights;
3. Pay the rent for the lease of the land use rights in full, at the time and location and in accordance with the method of payment agreed upon; if the land use fails to generate a profit, the lessee must nonetheless pay land rent in full, except in circumstances where otherwise agreed;
4. Comply with the regulations on environmental protection; not to harm the legal rights or interests of users of the surrounding land;
5. Return the land, at the expiration of the term of the lease of land use rights, in the same condition as it was received, except in circumstances where otherwise agreed with respect to the condition of the land [to be] returned;
6. Not sub-let the land use rights to other person[s], except in circumstances where the law otherwise provides.

Article 721. Rights of Lessees of Land Use Rights

The lessee of land use rights has the following rights:

1. Demand that the lessor transfer [to him/her] the land strictly as agreed upon;
2. Enjoy the stable use of the leased land for the term agreed upon;
3. Enjoy the fruits and income from the land use;
4. Unilaterally suspend the performance of the contract in accordance with the provisions in Article 420 of this Code; [and]
5. Demand a rent reduction or rent exemption from the lessor in the event that a force majeure results in the loss or reduction of fruits [and] income.

Article 722. Delaying Payment of Rent for the Lease of Land Use Rights

If the lessee delays in paying the rent for the lease of land use rights as agreed upon, the lessor may grant an extension; if upon the expiration of such extension the lessee has still failed to perform such obligation, the lessor shall have the right to unilaterally suspend the performance of the contract for the lease of the land use rights, and to demand that the lessee return the land. The lessor shall have the right to demand that the lessee pay full [rent] during the time for which the land is leased, including interest on the amount of late payment at the rate for overdue debts set by the State Bank corresponding with the period of delay as at the moment of payment.

Article 723. Compensation for Damage [and/or Injury] Caused by the Repossession of Land

1. If the intentional violation of the obligations of a land user by the lessor or the lessee results in the repossession of the land by the State, the person committing the violation must compensate the other party for damage [and/or injury].

2. In cases where a contract for the lease of land use rights is currently in effect but the State repossesses the land due to security [or] national defence requirements [or] due to national or public interests, then the contract for the lease of land use rights shall terminate prior to its full term.

In cases where the lessee has paid [rent] in advance, the lessor must refund to the lessee the remainder of the rent commensurate to the outstanding period for which the land has not been used; if the lessee has not yet paid rent, he/she must pay only that amount of rent which corresponds with the period for which he/she has used the land.

The lessor shall be compensated by the State for damage [and/or injury] caused by the repossession of the land in accordance with the provisions of law, and the lessee shall be compensated by the State for the loss of fruits from the land.

Article 724. Right to Continue a Lease of Land Use Rights Upon Death of One Party

1. In cases where the lessor of the land use rights dies, the lessee may still continue the lease of the land use rights until the expiry of the lease term.
2. In cases where the lessee of the land use rights dies, the members of his/her family household may continue the lease of the land use rights until the expiry of the lease term but [they] must notify the competent State authorities [thereof].

Article 725. Assignment of Land Use Rights During the Term of a Lease of Land Use Rights

As long as the term of the lease of the land use rights remains [in effect], the lessor retains the right to assign the land use rights to another person, if so permitted by the competent State authority, but [he/she/it] must notify the lessee in order for the lessee to perform his/her obligations to the assignee of the land use rights.

The lessee may still continue the lease of the land use rights until the expiry of its term under the contract.

Article 726. Termination of Contracts for the Lease of Land Use Rights

1. A contract for the lease of land use rights shall terminate in the following circumstances:
 - a. The lease expires without renewal;
 - b. In accordance with the agreement between the parties;
 - c. The State repossesses the land;
 - d. One of the parties unilaterally suspends the performance of the contract or cancels the contract, either in accordance with an agreement or the provisions of law; [or]
 - e⁽¹⁵⁷⁾. The lessee of the land use rights dies without leaving any other members of his/her family household, or any heirs, or he/she has heirs but these do not wish to continue the lease.
2. Upon termination of the contract for the lease of land use rights, the lessee must restore the land to the condition in which he/she received it, except in circumstances where otherwise agreed or provided by the laws on land. Property attached to the land shall be dealt with as agreed upon by the parties.

Chapter V

CONTRACTS FOR THE MORTGAGE OF LAND USE RIGHTS

Article 727. Mortgage of Land Use Rights

157. See footnote to Article 12.

A contract for the mortgage of land use rights is an agreement between the parties in compliance with the requirements, contents and forms of transfer of land use rights provided by this Code and the laws on land, pursuant to which the land user uses his/her land use rights to secure the performance of civil obligations.

The mortgagor may continue to use the land during the term of the mortgage.

Article 728. Requirements for the Mortgage of Land Use Rights

Family households, [and/or] individuals who use land for which they hold a land use right certificate issued by the competent State authority in accordance with the provisions of the laws on land shall have the right to mortgage the land use rights in accordance with the provisions of this Code and the laws on land.

Article 729. Mortgage of Land Use Rights for Agricultural Land and Forestry Land Used for Afforestation

Family households [and] individuals using agricultural land or forestry land for afforestation may mortgage the land use rights at Vietnamese banks and Vietnamese credit institutions which have been established with the permission of the State in order to borrow capital for production purposes.

Article 730. Mortgage of Land Use Rights for Residential Land

Family households [and] individuals using residential land may, due to the needs of production or living, mortgage the land use rights for residential land to Vietnamese economic organisations [or] individuals in the country.

Article 731. Form of Contracts for the Mortgage of Land Use Rights

Contracts for the mortgage of land use rights shall be made in writing.

Mortgages of land use rights must be effected according to the [prescribed] procedures, [and] must be registered with the competent People's Committee in accordance with the provisions of the laws on land.

Article 732. Scope of Mortgages of Land Use Rights

1. Land use rights may be mortgaged in part or in whole.
2. Where the family households and individuals stipulated in Article 729 and Article 730 of this Code mortgage [their] land use rights, then the residential houses, other constructed facilities, planted forests, trees and other properties of the mortgagor which are attached to the land shall only form [part of] the mortgaged property, if so agreed.

Article 733. Obligations of Mortgagors of Land Use Rights

A mortgagor of land use rights has the following obligations:

1. Hand over the land use right certificate to the mortgagee;
2. Complete the mortgage registration procedures and cancel the mortgage registration when the mortgage contract terminates;
3. Not exchange, assign or lease the mortgaged land use rights;
4. Use the land for its designated purpose [and] not destroy the mortgaged land or diminish its value; [and]
5. Repay the loan at the time and in accordance with the method agreed upon in the contract.

Article 734. Rights of Mortgagors of Land Use Rights

A mortgagor of land use rights has the following rights:

1. Use the land during the term of the mortgage;
2. Obtain the mortgage loan in accordance with the method agreed upon;
3. Enjoy the fruits collected [from the land], except in circumstances where they also form [part of] the mortgaged property; [and]
4. Redeem the land use right certificate after fulfilling the mortgage obligations.

Article 735. Obligations of Mortgagees of Land Use Rights

The mortgagee of land use rights has the following obligations:

1. Register the mortgage together with the mortgagor; [and]
2. Return the land use right certificate when the mortgagor has fulfilled the obligations secured by the mortgage.

Article 736. Rights of Mortgagees of Land Use Rights

The mortgagee of land use rights has the following rights:

1. Inspect and remind the mortgagor of the land use rights to protect and take care of the land and use it for the designated purpose; [and]
2. Enjoy priority with respect to the repayment of debts [owed to him/her] in cases where an auction of the mortgaged land use rights is organised, after all expenses for the auction have been deducted.

Article 737. Disposition of Mortgaged Land Use Rights

If, at the due date, the mortgagor has still failed to fulfil or properly fulfil the obligations secured by the mortgage of the land use rights, then the land use rights shall be disposed of as follows:

1. In cases where land use rights for agricultural land, or forestry land for afforestation were mortgaged to Vietnamese banks or Vietnamese credit organisations, the mortgagee shall be entitled to request the competent State authority to organise an auction of the land use rights to recover the principal and any interest thereon;
2. In cases where land use rights for residential land were mortgaged to Vietnamese economic organisations or individuals in Vietnam, the mortgagee shall be entitled to request the competent State authority to organise an auction of the land use rights to recover the principal and any interest thereon; [and]
3. The organisation of auctions of land use rights mentioned in this Article must comply with the provisions of this Code and the laws on land.

Chapter VI

INHERITANCE OF LAND USE RIGHTS

Article 738. Inheritance of Land Use Rights

The inheritance of land use rights is the passing of land use rights of a deceased to his/her heirs under a will or [by inheritance] at law in accordance with the provisions of this Code and the laws on land.

Article 739. Persons Eligible to Bequeath Land Use Rights

The following persons shall be eligible to bequeath land use rights:

1. Individuals to whom the State has allocated⁽¹⁵⁸⁾ agricultural land for the cultivation of annual crops, [and/or] for aquacultural purposes;
2. Individuals and members of family households to whom the State has allocated agricultural land for the cultivation of perennial crops, forestry land for afforestation [and/or] residential land; [and]
3. Individuals who have [acquired] land use rights through transfer from other persons in accordance with the provisions of this Code and the laws on land.

158. It is unclear in which sense "giao" is used here, i.e., whether in the broad meaning of "allocation" which would make all such land use rights inheritable (i.e. regardless whether allocated by "grant" or "lease"), or whether in a narrower sense to mean that only granted (not leased) land use rights are inheritable.

Article 740. Requirements for Inheritance of Rights to Use Agricultural Land for the Cultivation of Annual Crops and/or for Aquacultural Purposes

Persons who satisfy the following requirements may inherit rights to use land under a will or at law in respect of agricultural land for the cultivation of annual crops and/or for aquacultural purposes:

1. Persons who have the need to use land, and the capability to use the land themselves and for the designated purpose; [and]
2. Persons who do not have land or currently use land but below the [area] limits stipulated by the laws on land.

Article 741. Inheritance of Land Use Rights under a Will in Respect of Agricultural Land for the Cultivation of Annual Crops and/or for Aquacultural Purposes

Persons stipulated in Clause 1 of Article 679 and Article 680 of this Code and who fully satisfy the requirements stipulated in Article 740 of this Code shall be entitled to inherit under a will the rights to use land in respect of agricultural land for the cultivation of annual crops and/or aquacultural purposes.

Article 742. Inheritance at Law of Land Use Rights in Respect of Agricultural Land for the Cultivation of Annual Crops and/or for Aquacultural Purposes

1. Persons stipulated in Clause 1 of Article 679 and Article 680 of this Code and who fully satisfy the requirements stipulated in Article 740 of this Code may inherit rights to use agricultural land for the cultivation of annual crops and/or aquacultural purposes by inheritance at law.
2. In cases where there are no heirs who fully satisfy the requirements stipulated in Article 740 of this Code or where there are [such heirs] but they are not entitled to inherit [or] have disclaimed the inheritance, the State shall repossess the land.

Article 743. Inheritance of Land Use Rights in Respect of Agricultural Land for the Cultivation of Perennial Crops, Forest Land for Afforestation [and] Residential Land

Individuals [and] family household members to whom agricultural land for the cultivation of perennial crops, forest land for afforestation, [and/or] residential land is allocated, shall have the right to bequeath such land use rights after their death to other persons under a will or [by inheritance] at law.

Article 744. Rights of Members of a Family Household to Continue the Use of Land

Where the State has allocated land for the cultivation of annual crops [or] aquacultural purposes to a family household and if a member of such family household dies, the other members shall have the right to continue to use the land allocated to them by the State; if there are no [surviving] members in the family household, the State shall repossess the land.

PART SIX
INTELLECTUAL PROPERTY RIGHTS
AND TECHNOLOGY TRANSFER

Chapter I
COPYRIGHT

Section 1
GENERAL PROVISIONS

Article 745. Authors

1. An author is a person who directly creates the entirety or part of a literary, artistic [or] scientific work.
2. The following persons shall also be recognised as authors:
 - a. A person who translates a work from one language into another language is the author of the translated work;
 - b. A person who adapts an existing work, rewrites, [or] transforms a work from one form into another form is the author of the adapted, rewritten [or] transformed work; [and]
 - c. A person who edits, annotates [or] selects works of other persons to produce a work of a creative nature is the author of the edited, annotated [or] selected works.

Article 746. The Owner of a Work

1. The owner of a work shall include:
 - a. An author shall be the owner of the entirety or part of a work created by him/herself, except in circumstances where a work is created under a delegated duty [or] a contract;
 - b. Co-authors shall be the joint owners of a work created by themselves, except in circumstances where a work is created under a delegated duty [or] a contract;
 - c. An authority or organisation which delegates a duty to an author shall be the owner of the entirety or part of the work created by the author under a duty delegated by the authority [or] organisation;
 - d. An individual who, [or] organisation which, enters into a contract for the creation [of a work] with an author shall be the owner of the entirety or part of the work created by the author under the contract;
 - e. An heir under a will or an heir at law of an author shall be the owner of the inherited work in circumstances where the author is concurrently the owner of the work; [and]
 - f. An individual to whom, [or] organisation to which the owner of a work stipulated at points a, b, c, d and e of Clause 1 of this Article transfers his/her rights over the work under a contract shall be the owner of the rights transferred.
2. An author who creates a work under a delegated duty [or] a contract as stipulated at points c and d of Clause 1 of this Article shall have the rights stipulated in Article 752 of this Code.

Article 747. Forms of Works Which Are Protected

1. Literary, artistic and scientific works which have copyright protection by the State shall include:
 - a. Written works;
 - b. Lectures and speeches;
 - c. Theatrical works and other forms of artistic performance;
 - d. Cinematographic and video works;

- e⁽¹⁵⁹⁾. Radio broadcasting and television broadcasting works;
 - f. Press works;
 - g. Musical works;
 - h. Architectural works;
 - i. Sculptural works and applied fine arts;
 - j. Photographic works;
 - k. Scientific projects, textbooks and teaching materials;
 - l. Sketches, drawings, diagrams and maps related to topography, architecture or scientific projects;
 - m. Translated, adapted, rewritten, transformed, edited, annotated, selected [and] anthological works;
 - n. Computer software; [and]
 - o. Other works provided by law.
2. Works that are protected must be the originals.
 3. The State protects the works stipulated in Clause 1 of this Article, irrespective of the form and language used and the quality of the works.

Article 748. Objects Protected Under Exclusive Regulations of Laws

The following works, writings and documents are protected by the State under exclusive regulations:

1. Literary and artistic folk works;
2. Writings of State authorities and political, socio-political, social, socio-professional [and] economic organisations and the translations thereof; [and]
3. News of current affairs purely for newscasting purposes.

Article 749. Works Which Are Not Protected by the State

1. The State does not provide copyright protection with respect to works that have a content which:
 - a. Opposes the State of the Socialist Republic of Vietnam [and/or] undermines the solidarity of the whole people;
 - b. Propagates violence [and/or] wars of aggression, inducing hatred among the ethnicities and peoples of all countries; disseminates reactionary ideas [and/or] cultures, prurient [and/or] degenerate life styles, inhumane acts⁽¹⁶⁰⁾, social vices, [and/or] superstition, [and/or] undermines fine traditions [and/or] customs;
 - c. Discloses Party [or] State secrets [or] military, security, economic, or foreign-affairs secrets, [or] secrets of private lives or other secrets stipulated by law; [and/or]
 - d. Distorts history, repudiates the achievements of the revolution, offends distinguished persons or national heroes, slanders [or] injures the reputation of an organisation, [and/or] the honour and dignity of an individual.
2. All transactions concerning circulation, use and enjoyment of benefits with respect to the works stipulated in Clause 1 of this Article shall be illegal and invalid, [and] violators shall be punished in accordance with the provisions of the law.

159. Alphabetical designations from "e" to "o" have been changed to reflect the English alphabet.

160. The original Vietnamese term is "*tại ỷc*", which may be translated as evil or criminal as well.

Section 2

RIGHTS OF AN AUTHOR [AND] RIGHTS OF THE OWNER OF A WORK

Article 750. Rights of an Author

The rights of an author shall consist of the personal rights and property rights of the author over the work created by him/her.

Article 751. Rights of an Author Who Is Concurrently the Owner of a Work

1. An author who is concurrently the owner of a work shall have personal rights over his/her work, which shall include:
 - a. Naming the work;
 - b. Appending his/her real name or pseudonym to the work; having his/her real name or pseudonym cited when the work is publicised, disseminated [or] used;
 - c. Publicising [and] disseminating the work, or authorising other persons to publicise [and/or] disseminate the work;
 - d⁽¹⁶¹⁾. Permitting or not permitting other persons to use the work; [and]
 - e. Protecting the integrity of the work, and permitting or not permitting other persons to alter the content of the work.
2. An author who is concurrently the owner of a work shall have property rights over his/her work, which shall include:
 - a. Receiving royalties;
 - b. Receiving remuneration when the work is used;
 - c. Receiving material benefits from permitting other persons to use the work in the following forms:
 - Publication, re-publication, display, exhibition, performance, sound broadcast⁽¹⁶²⁾, television broadcast, audio recording, video recording [and] photographing;
 - Translation, adaptation, rewriting and transformation; [and]
 - Renting;
 - d. Receiving awards with respect to the work of which he/she is the author, except in circumstances where the work is not protected by the State.

Article 752. Rights of an Author Who Is Not Concurrently the Owner of a Work

1. An author who is not concurrently the owner of a work shall have personal rights over the work of which he/she is the author, which shall include:
 - a. Naming the work;
 - b. Appending his/her real name or pseudonym to the work; having his/her real name or pseudonym cited when the work is publicised, disseminated [or] used; [and]
 - c. Protecting the integrity of the work, and permitting or not permitting other persons to alter the content of the work.
2. An author who is not concurrently the owner of a work shall have property rights over the work of which he/she is the author, which shall include:
 - a. Receiving royalties;
 - b. Receiving remuneration when the work is used; [and]

161. See footnote to Article 747 (1).

162. From the Vietnamese word "*ph Ỗt thanh*" which may also be translated as radio.

- c. Receiving awards with respect to the work of which he/she is the author, except in circumstances where the work is not protected by the State.

Article 753. Rights of an Owner of a Work Who Is Not Concurrently the Author [Thereof]

1. An owner of a work who is not concurrently the author [thereof] shall have personal rights over the work, which shall include:
 - a. Publicising [and] disseminating the work, or permitting other persons to publicise [and/or] disseminate the work under his/her ownership rights, except in circumstances where otherwise agreed by the author and owner; [and]
 - b. Permitting or not permitting other persons to use the work belonging to his/her ownership rights, except in circumstances where otherwise agreed by the author and owner.
2. An owner of a work who is not concurrently the author [thereof] shall be entitled to enjoy the material benefits from the use of the work in the following forms:
 - a. Publication, re-publication, display, exhibition, performance, sound broadcast, television broadcast, audio recording, video recording [and] photographing;
 - b. Translation, adaption, re-writing and transformation; [and]
 - c. Renting.

Article 754. The Moment At Which Copyright Arises

Copyright shall arise as from the moment at which a work is created in a definite form⁽¹⁶³⁾.

Article 755. Rights of Co-Authors

1. In circumstances where there is more than one person creating a work jointly, they shall be co-authors of the work. Co-authors are common owners of the work and are entitled to enjoy author's rights in accordance with the provisions of Article 751 of this Code; if the work is created under a delegated duty [or] a contract, the co-authors [thereof] are entitled to enjoy author's rights in accordance with the provisions of Article 752 of this Code.
2. In circumstances where the work created by the co-authors consists of separate parts which may be severed for independent uses, each of the co-authors shall have the right to use his/her part(s) separately and shall be entitled to enjoy the copyright over such part(s), if not otherwise agreed by the co-authors.

Article 756. Rights of an Author With Respect to a Work Created Under a Delegated Duty or a Contract

1. In circumstances where a work is created under a delegated duty [or] a contract, the author is entitled to enjoy the rights stipulated in Article 752 of this Code.
2. The person who delegates such duty or enters into a contract with the author shall have the rights stipulated in Article 753 of this Code.

163. The original Vietnamese term is "*nhật Ñừnh*" which may be "definite" or "certain" in English, if translated literally. However, it may mean "tangible" in respect of intellectual property.

Article 757. Rights of an Author Who Translates, Adapts, Edits, Rewrites or Transforms [a Work]

1. An author of an adapted, edited, rewritten [or] transformed work shall be entitled to enjoy the copyright over such work in accordance with the provisions of Article 751 or Article 752 of this Code, but [he/she] must obtain permission from the author or owner of the original work and must pay remuneration to the author or owner of the original work; if [he/she] wishes to alter the content of the original work, [he/she] must obtain permission from the author and must acknowledge the name of the author and the title of the original work.
2. With respect to a translated work, the author performing the translation shall be entitled to enjoy the copyright in accordance with the provisions of Article 751 or Article 752 of this Code, except for the right to name the work.

Article 758. Copyright With Respect to Cinematographic, Video, Sound Broadcasting, Television Broadcasting [and] Theatrical Works and Other Forms of Artistic Performance

1. With respect to cinematographic, video, sound broadcasting, television broadcasting [and] theatrical works and other forms of artistic performance, the directors, scriptwriters, cameramen, film editors, music composers [and] painters shall be entitled to enjoy the rights stipulated in Article 752 of this Code.
2. Individuals [and] organisations producing cinematographic, video, sound broadcasting, television broadcasting [and/or] theatrical works and other forms of artistic performance shall be entitled to enjoy the rights stipulated in Clause 1 and at Point c of Clause 2 of Article 751 of this Code.

Article 759. Right to Request Protection

An author whose copyright, [and] an owner of a work whose rights are infringed upon by other persons shall have the right to demand the person who has committed the act of infringement, or the competent State authority to compel such person to, terminate the act of infringement, apologize publicly, issue a public retraction [and/or] compensate for damage.

Article 760. Limits on Copyright

Individuals [and] organisations may use the already publicised [and] disseminated works of other persons if such works are not prohibited from being copied and such use is not for commercial purposes and does not affect the normal exploitation of the works [and] is not detrimental to the other interests of the authors or owners of the works; the individuals [and] organisations using [such] works do not have to obtain permission from and do not have to pay remuneration to the authors or owners of the works, but [they] must acknowledge or cite the name of the authors and the original source of the works.

Article 761. Forms of Using Works Without Having to Obtain Permission [and] Paying Remuneration

1. The use of the works stipulated in Article 760 of this Code shall include the following forms:
 - a. Duplication of the works for own use;
 - b. Excerption of the works without diverging from the author's ideas as a commentary or illustration in a work of their own;
 - c. Excerption of the works without diverging from the author's ideas for newspaper writing, [and] for use in periodicals, sound or television broadcasting programmes, or documentary films;
 - d. Excerption of the works without diverging from the author's ideas for purposes of teaching [or] examinations in schools;

- e.⁽¹⁶⁴⁾ Duplication of the works for archival purposes [and/or] for use in a library;
 - f. Translation [and] disseminating the works from the Vietnamese language to ethnic minority languages and vice versa;
 - g. Performance of theatrical works and other forms of artistic performance during cultural entertainment events [and] for propagation and campaign activities at public places;
 - h. Audio [and] visual recording of live performances in the nature of delivering news of current affairs or for teaching purposes;
 - i. Photographing [and] televising of, and introduction of pictures of sculptural, architectural, photographic, [or] applied fine art works displayed at public places for the purpose of introducing the pictures of the works thereof; [and]
 - j. Translating the works into braille for the blind.
2. The right to use the works stipulated in Clause 1 of this Article shall not apply to the duplication of architectural [and] sculptural works [and] computer software.

Article 762. Registration and Submission of an Application to Request Protection of Copyright [and] the Right to Ownership of a Work

1. An author [and] owner of a work shall have the rights to:
 - a. Register the work belonging to his/her ownership with the competent State authority; [and]
 - b. Submit an application to request the competent State authority to protect the rights of the author or owner of the work when such rights are infringed upon by other persons.
2. An author [and] owner of a work who have registered for protection of the work with the competent State authority shall not have the obligation to prove the right to ownership over the registered work when there is a dispute.

Article 763. Transfer of Copyright

1. The personal rights of an author shall not be transferred to other persons, with the exception of the personal rights of an author who is concurrently the owner as stipulated in Points c and d of Clause 1 of Article 751 of this Code.
2. An author [and] owner of a work shall have the right to transfer the entirety or part of the property rights over the work as stipulated in Clause 2 of Article 751, Clause 2 of Article 752 or Clause 2 of Article 753 of this Code to other persons under a contract or in accordance with the provisions of the laws on inheritance.

Article 764. Inheritance of Copyright

1. In the event that an author dies, his/her heir is entitled to enjoy the following rights:
 - a. The personal rights stipulated in Points c and d of Clause 1 of Article 751 of this Code, except in circumstances where the author is not concurrently the owner of the work; [and]
 - b. The property rights of the author over the work as stipulated in Clause 2 of Article 751 or Clause 2 of Article 752 of this Code.

In circumstances where there is no heir, or the heir disclaims inheritance or is not entitled to the right to inherit the estate, those rights shall belong to the State.

164. See footnote to Article 747.

2. In the event that the author's heir dies before the expiry of the protection period, the heir [succeeding] such person shall be entitled to enjoy the author's rights stipulated in Clause 1 of this Article until the expiry of the protection period.
3. An author's heir who is entitled to enjoy the property rights stipulated in Clause 2 of Article 751 or Clause 2 of Article 752 of this Code, shall be the owner of the rights transferred and shall have the right to transfer the entirety or part of such rights to other persons.

Article 765. Inheritance of the Rights of Co-authors

With respect to a work of co-authors who are owners in a consolidated common ownership in respect of the work, if a co-author dies without an heir, [or] [his/her] heir disclaims the inheritance or is not entitled to the right to inherit the estate, the property rights of such co-author shall belong to the State.

Article 766. Duration of Copyright Protection

The duration of copyright protection is stipulated for as follows:

1. The personal rights stipulated in Points a, b and e of Clause 1 of Article 751, [and] Clause 1 of Article 752 of this Code shall be protected for an indefinite period of time;
2. The personal rights stipulated in Points c and d of Clause 1 of Article 751 and the property rights stipulated in Clause 2 of Article 751 [and] Clause 2 of Article 752 of this Code shall be protected for the entire duration of the life of the author and another fifty years following the year of the author's death;
3. With respect to works of co-authors, the personal rights stipulated in Points c and d of Clause 1 of Article 751 and the property rights stipulated in Clause 2 of Article 751 [and] Clause 2 of Article 752 of this Code shall be protected for the entire duration of the lives of the co-authors and another fifty years following the year of the last co-author's death;
4. With respect to cinematographic, sound broadcasting, television broadcasting [and] video works, [and] posthumous works, the personal rights stipulated in Points c and d of Clause 1 of Article 751 and the property rights stipulated in Clause 2 of Article 751 [and] Clause 2 of Article 752 of this Code shall be protected for a period of fifty years from the date the work is first publicised;
5. With respect to anonymous works or works whose authorship is uncertain, the copyright [thereof] shall belong to the State; if the author can be ascertained within a period of fifty years from the date of first publication of a work, the copyright shall be protected in accordance with the provisions in Clauses 1, 2, 3 and 4 of this Article and the duration of protection shall commence from the date the author is ascertained.

Section 3

CONTRACTS FOR THE USE OF WORKS

Article 767. Contracts for the Use of Works

1. A contract for the use of a work is an agreement under which the author or owner of the work shall transfer the work under his/her ownership to other individuals and/or organisations (referred to as " the work user") for the use of the work.
2. A contract for the use of a work must be made in writing, except in circumstances where otherwise agreed upon or otherwise stipulated by law.

Article 768. The Contents of Contracts for the Use of Works

Depending on the type of the contract for the use of a work, the parties shall agree on the following principal contents:

1. The manner of work use;
2. The scope [and] duration of the use of the work;

3. The amount of remuneration or royalties and method of payment;
4. The liabilities of each party for breach of contract; [and]
5. Other contents as agreed upon by the parties.

Article 769. The Obligations of an Author [and] Owner of a Work

Under a contract for the use of a work, the author or owner of a work shall have the following obligations:

1. Transfer the work to the work user strictly within the time limits [and] at the place agreed upon; must compensate the work user for damage incurred as a result of a failure to transfer the work strictly within the time limit [and] at the place agreed upon; [and]
2. Refrain from transferring the work to other individuals [and] organisations for use before the expiry of the contract, except in circumstances where permitted by the work user; if [the author or owner] violates this provision and [thus] causes damage to the work user, [the author or owner] must terminate such act of violation and compensate for damage.

Article 770. The Rights of the Author or Owner of a Work

Under a contract for the use of a work, the author [or] owner of the work shall have the following rights:

1. Demand that the work user cite the name or pseudonym of the author when using the work;
2. Demand that the work user pay the royalties or remuneration in full [and] strictly in accordance with the time limit and method of payment agreed upon; [and]
3. Transfer the work to more than one user, except in circumstances where otherwise agreed upon with the work user.

Article 771. Obligations of a Work User

A work user shall have the following obligations:

1. Use the work in accordance with the manner, scope and time period agreed upon;
2. Refrain from transferring the work to other individuals and organisations for use if the author or owner of the work does not so permit;
3. Pay the royalties or remuneration fully to the author or owner of the work strictly in accordance with the time limit and method [of payment] agreed upon; [and]
4. Compensate the author or owner of the work for damage if [the work user] breaches the obligations stipulated in Clauses 1, 2 and 3 of this Article.

Article 772. Rights of a Work User

A work user shall have the following rights:

1. Publicise [and] disseminate the work within the time limit agreed upon;
2. Use the work in accordance with the manner, scope and duration agreed upon;
3. Unilaterally cancel the contract and shall have the right to demand that the author or owner of the work compensate for damage if the author or owner of the work did not transfer the work strictly in accordance with the time limit and at the place agreed upon; [and]
4. Unilaterally suspend the implementation of the contract and demand that the author or owner of the work compensate for damage if the author or owner of the work breaches the obligations stipulated in Clause 2 of Article 769 of this Code.

Section 4

**RIGHTS AND OBLIGATIONS OF PERFORMERS, ORGANISATIONS WHICH PRODUCE
AUDIO TAPES AND DISKS, VIDEO TAPES AND DISKS,
AND RADIO AND TELEVISION BROADCASTING ORGANISATIONS**

Article 773. Performers

Performers shall include individuals [and] organisations conducting performances, editors and directors of song, music or dance programmes or radio and television programmes, and directors and performers of stage and other forms of artistic performance.

Article 774. Obligations of a Performer

A performer shall have the following obligations:

1. Obtain permission from the author or owner of the work for the use of the work for performance purposes, if the work has not yet been publicised;
2. Pay royalties⁽¹⁶⁵⁾ to the author or owner of the work, except in circumstances stipulated in Point g of Clause 1 of Article 761 of this Code; and
3. Compensate the author or owner of the work for damage if [the performer] breaches the obligations stipulated in Clauses 1 and 2 of this Article.

Article 775. Rights of a Performer

A performer shall have the following rights:

1. Be introduced by name upon a performance;
2. Be protected against misrepresentation of his/her performance⁽¹⁶⁶⁾;
3. Permit or not permit other persons to broadcast live his/her performance programme on the radio or television at the place where he/she is performing, except where such radio or television broadcasts are of the nature of reporting current events or are for teaching purposes;
4. Permit or not permit other persons to make visual or sound recordings of his/her performance programme and make copies for dissemination purposes;
5. Receive remuneration from permitting other persons to use his/her performance programme stipulated in Clauses 3 and 4 of this Article, if the use of the performance programme is for commercial purposes; [and]
6. Demand that the individuals and organisations who/which infringe upon the performer's rights terminate the act of infringement of the performer's rights, apologize publicly, issue a public retraction [and/or] compensate for damage.

Article 776. Obligations of Organisations Which Produce Audio Tapes and Disks, Video Tapes and Disks

An organisation which produces audio tapes and disks [and/or] video tapes and disks shall have the following obligations:

1. Enter into a contract in writing with the author or owner of the work if using a work which has not been publicised to produce a programme of its own;
2. Acknowledge by name the author [or] performer and ensure the integrity of the contents of the work and to pay remuneration to the author or owner of the work if using a work which has been publicised to produce a programme of its own; [and]
3. Enter into a contract with and pay remuneration to the performer if using his/her performance programme to produce a programme of its own.

Article 777. Rights of Organisations Which Produce Audio Tapes and Disks, Video Tapes and Disks

165. The original Vietnamese term is "*thi lao*" which is "remuneration" if literally translated. However, the term "royalty" may be more appropriate in this context.

166. The Vietnamese text says "performance image".

1. An organisation which produces audio tapes and disks [and/or] video tapes and disks shall have the following rights with respect to a product it has produced:
 - a. Permit or not permit the duplication and/or distribution of the product; [and]
 - b. Enjoy benefits when the product is used.
2. The rights of an organisation producing audio tapes and disks [and/or] video tapes and disks shall be protected for a period of fifty years from the date the audio tapes and disks [and/or] video tapes and disks are disseminated for the first time.
3. During the protection period, the organisation to which the rights of an organisation producing audio tapes and disks [and/or] video tapes and disks has been transferred shall continue to enjoy the rights stipulated in Clause 1 of this Article until the expiry of the protection period.

Article 778. Obligations of Radio and Television Broadcasting Organisations

Radio and television broadcasting organisations shall have the following obligations:

1. Obtain permission from and pay royalties to the author or owner of the work if using a work which has not been publicised to create a radio [or] television broadcasting programme of their own;
2. Acknowledge by name the author [or] performer and ensure the integrity of the contents of the work, and pay remuneration to the author or owner of the work if using a work which has been publicised to create a radio [or] television broadcasting programme of their own; [and]
3. Pay royalties to the author or owner of the work with respect to the rewritten [or] transformed work, and pay remuneration to the author or owner of the work with respect to the original work if using a rewritten [or] transformed work to create a radio [or] television broadcasting programme of their own.

Article 779. Rights of Radio and Television Broadcasting Organisations

1. Radio and television broadcasting organisations shall have the following rights with respect to their programmes:
 - a. Permit or not permit the re-broadcasting of their programmes; and
 - b. Permit or not permit the duplication of their programmes for commercial purposes.
2. The rights of radio and television broadcasting organisations shall be protected for a period of fifty (50) years from the date their radio [or] television programme is broadcast for the first time.
3. During the protection period, the organisations to which the rights of the radio and television broadcasting organisations have been transferred shall continue to enjoy the rights stipulated in Clause 1 of this Article until the expiry of the protection period.

Chapter II
INDUSTRIAL PROPERTY RIGHTS
Section 1
GENERAL PROVISIONS

Article 780. Industrial Property Rights

Industrial property rights are the ownership rights of individuals and juridical persons over inventions, utility solutions, industrial designs and trademarks, and the use rights with respect to appellation of origin of goods, and the ownership rights over other objects stipulated by law.

Article 781. Subjects of Industrial Property Which Are Protected by the State

The subjects of industrial property rights which are protected by the State shall include inventions, utility solutions, industrial designs and trademarks, the appellation of origin of goods and other subjects stipulated by law, with the exception of the subjects stipulated in Article 787 of this Code.

Article 782. Inventions

An invention is a technical solution which is new as compared with the technical level of the world, and which is of a creative character and capable of being applied in the economic and social fields.

Article 783. Utility Solutions

A utility solution is a technical solution which is new as compared with the world technical level, and which is capable of being applied in the economic and social fields

The State shall encourage all technical innovation and improvement, and production rationalisation activities.

Article 784. Industrial Designs

An industrial design is the external appearance of a product, which is manifested by means of contours, three-dimensional form or colour, or a combination of these elements, and which is of a new character in the world and used as a prototype for manufacturing handicrafts and industrial products.

Article 785. Trademarks

Trademarks are symbols which are used to distinguish products or services of the same category from various business or production facilities. A trademark may be in the form of words, images, or a combination of these elements, and is manifested in one or more colours.

Article 786. Appellation of Origin of Goods

An appellation of origin of goods is the geographical name of a country [or] locality which is used to indicate that the goods originate from that country [or] locality, provided that such goods shall have distinctive characteristics [and] quality due to unique and superior geographical conditions, including natural and human elements or a combination of these elements.

Article 787. Subjects of Industrial Property Which Are Not Protected By the State

The State shall not protect subjects of industrial property which are contrary to the interests of society, public order [and/or] humanitarian principles and other subjects of which the laws on industrial property do not provide for protection.

Section 2

ESTABLISHMENT OF INDUSTRIAL PROPERTY RIGHTS

Article 788. Establishment of Industrial Property Rights Under a Certificate of Protection

The ownership rights over inventions, utility solutions, industrial designs and trademarks, and the right to use the appellation of origin of goods shall be established under a certificate of protection issued by the competent State authority.

The ownership rights over other subjects of industrial property shall also be established in accordance with the provisions of law.

Article 789. The Right to Submit an Application to Request Issuance of a Certificate of Protection

1. The following persons shall have the right to submit an application to request issuance of a certificate of protection of an invention, utility solution [and/or] industrial design:
 - a. Authors and co-authors who have created the invention, utility solution [or] industrial design by their own labour efforts and at their own expense;

- b. Employers, with respect to the invention, utility solution and industrial design which has been created by their employees in the course of implementation of their delegated duty, if not otherwise agreed;
 - c. Individuals who, and juridical persons which enter into a hire contract for scientific and technical research and development with the author, if not otherwise agreed;
 - d. Individuals and juridical persons to whom the invention, utility solution or industrial design has been transferred under a contract or in accordance with the provisions of law.
2. Individuals and juridical persons who, and other subjects which, are lawfully engaging in business [and/or] production activities shall have the right to submit an application to request issuance of certificates of protection for their trademarks.
 3. Individuals and juridical persons who, and other subjects which, are engaging in the trading [and/or] production of special products at localities which have the special elements stipulated in Article 786 of this Code shall have the right to submit an application to request issuance of certificates of protection of the appellation of origin for their products.

Article 790. Priority Rights

1. The right of priority with respect to the application to request issuance of certificates of protection of inventions, utility solutions, industrial designs, trademarks and the appellation of origin of goods, and other subjects of industrial property rights stipulated by law shall be determined according to the priority date.
2. The priority date shall be the date on which the application for issuance of a certificate of protection reaches the competent State authority or shall be determined in accordance with international treaties which the Socialist Republic of Vietnam has acceded to or entered into.
3. In circumstances where there is a desire to benefit from a priority right under international treaties which the Socialist Republic of Vietnam has acceded to or entered into, such desire to benefit from such right must be expressly stated in the application. The applicant must present proof of his/her right of priority.

Article 791. Duration of Protection

The ownership rights over subjects of industrial property shall be protected during the effective period of the certificate of protection and may be extended in accordance with the provisions of law.

Article 792. Cancellation of a Certificate of Protection

1. A certificate of protection may be cancelled in the following circumstances:
 - a. [Where] at the time of issuance of the certificate of protection the subjects stated therein do not meet the criteria under the provisions of law;
 - b. [Where] the certificate of protection is issued to a person who does not have the right to submit the application; [and]
 - c. Other circumstances stipulated by law.
2. In circumstances where the certificate of protection is cancelled, no industrial property rights shall arise.

Article 793. Suspending the Effectiveness of a Certificate of Protection

1. The effectiveness of a certificate of protection shall be suspended in the following circumstances:
 - a. [Where] the owner of the subjects of industrial property fails to pay the fees for maintaining the effectiveness of the certificate of protection within the prescribed time;
 - b. [Where] the owner of the industrial property rights over trademarks [or] the user of the appellation of origin of goods has ceased his/her business [or] production activity;

- c. [Where] the owner of the industrial property rights over trademarks does not use or does not transfer the use rights within the time period prescribed by law, as from the date the certificate of protection of trademarks becomes effective; [and]
 - d. Other circumstances stipulated by law.
2. In circumstances where the effectiveness of a certificate of protection is suspended, the industrial property rights shall terminate as of the date upon which the effectiveness of the certificate of protection is suspended.

Section 3

OWNERS OF SUBJECTS OF INDUSTRIAL PROPERTY

AUTHORS OF INVENTIONS, UTILITY SOLUTIONS AND INDUSTRIAL DESIGNS

Article 794. Owners of Subjects of Industrial Property

Individuals, juridical persons and other subjects to whom the competent State authority has issued or who have been transferred a certificate of protection for inventions, utility solutions, industrial designs, trademarks and other subjects of industrial property shall be the owners of these inventions, utility solutions, industrial designs, trademarks and other subjects of industrial property.

Article 795. Persons Who Shall Have the Right to Use the Appellation of Origin of Goods Legally

Individuals, juridical persons and other subjects to whom the competent State authority has issued a certificate of protection of the appellation of origin of goods shall be the persons who shall have the right to use the appellation of origin of goods legally.

Article 796. Rights of Owners of Subjects of Industrial Property

1. Owners of inventions, utility solutions, industrial designs and trademarks shall have the following rights:
 - a. Have exclusive rights of use over the subjects of industrial property;
 - b. Transfer the right to use subjects of industrial property to other persons; [and]
 - c. Request the competent State authority to compel persons who have committed an act of infringement of their ownership rights to terminate such act of infringement and to compensate for damage.
2. The ownership rights over inventions, utility solutions, industrial designs and trademarks may be bequeathed or transferred to other persons.

Article 797. Rights of Persons Who Have the Right to Use Appellation of Origin of Goods

1. Persons who have the right to use an appellation of origin of goods shall have the following rights:
 - a. Use an appellation of origin of goods for their products; [and]
 - b. Request the competent State authority to compel persons who illegally use an appellation of origin of goods to terminate such illegal use and to compensate for damage.
2. The right to use an appellation of origin of goods shall not be transferred in any form to other persons.

Article 798. Obligations of Owners of Inventions, Utility Solutions and Industrial Designs

Owners of inventions, utility solutions and industrial designs shall have the following obligations:

1. Pay remuneration to the author in circumstances where the author is not concurrently the owner, if not otherwise agreed upon between the owner and the author;
2. Submit the fees for maintaining the effectiveness of the certificate of protection; [and]

3. Use or transfer the right to use subjects of industrial property to other persons pursuant to the decision of the competent State authority as stipulated in Article 802 of this Code.

Article 799. Authors of Inventions, Utility Solutions and Industrial Designs

1. Authors of inventions, utility solutions and industrial designs shall be the creators of such inventions, utility solutions and industrial designs.
2. Co-authors of inventions, utility solutions and industrial designs shall be the joint creators of such inventions, utility solutions and industrial designs.

Article 800. Rights of Authors of Inventions, Utility Solutions and Industrial Designs

1. Authors of inventions, utility solutions and industrial designs shall have the following rights:
 - a. Have their names stated in the certificate of protection of inventions, utility solutions and industrial designs and other scientific documents;
 - b. Receive remuneration when the inventions, utility solution and industrial designs are used, if not otherwise agreed upon between the owner and the author;
 - c. Request a court [or] other competent State authorities to take measures against acts of infringement of their copyright; [and]
 - d. Receive awards for the inventions, utility solutions and industrial designs of which they are the authors.
2. Co-authors of inventions, utility solutions and industrial designs shall have the rights stipulated in Clause 1 of this Article.

Section 4

LIMITATION IN USE OF INDUSTRIAL PROPERTY RIGHTS

Article 801. Rights of Prior Users of Inventions, Utility Solutions and Industrial Designs

Persons who have already used inventions, utility solutions and industrial designs prior to the date on which the owner submits an application for issuance of a certificate of protection shall have the right to continue the use of such inventions, utility solutions and industrial designs but [such use] shall not be expanded in terms of quantity [and/or] scope of application and the right to use shall not be transferred to other persons.

Article 802. Transfer of the Right to Use Inventions, Utility Solutions and Industrial Designs Pursuant to a Decision of the Competent State Authority

On the basis of the request application of a person who has a need to use, the competent State authority may make a decision to compel the owner of an invention, utility solution and industrial design to transfer, in return for compensation, the right to use subjects of industrial property in the following circumstances:

1. [Where] the owner, without a legitimate reason, does not use the subjects of industrial property or his/her/its use is not consistent with the demands of the economic and social development of the country;
2. [Where] the person who has a need to use has tried to put forward various options in order to reach an agreement with the owner but the owner still refuses to enter into a contract for the transfer of the right to use subjects of industrial property notwithstanding that a reasonable price has been offered;
3. [Where] the use of subjects of industrial property is for meeting the needs of national defence and security, prevention and treatment of diseases for the people or other urgent demands of society.

Article 803. Using Inventions, Utility Solutions, Industrial Designs Without Having to Obtain Permission From or Pay Remuneration to the Owner

During the effective period of the certificate of protection of inventions, utility solutions and industrial designs, all individuals and juridical persons may use subjects of industrial property without having to obtain permission from or pay remuneration to the owner, if:

1. The use of the subjects of industrial property is not for commercial purposes;
2. Circulating and using products which have been marketed by the owner of industrial property rights, by the prior users [or] by the transferee of industrial property rights; [and]
3. Using the subjects of industrial property on foreign means of transportation which are in transit or temporarily staying in the territory of the Socialist Republic of Vietnam and such use is only for the purpose of maintaining the activities⁽¹⁶⁷⁾ of such means.

Section 5

PROTECTION OF INDUSTRIAL PROPERTY RIGHTS

Article 804. Protection of Industrial Property Rights

1. Those who use the subjects of industrial property of other persons during the protection period without obtaining permission from the owner of the subjects of industrial property shall be deemed to infringe upon the industrial property rights of the owner, except in the circumstances stipulated in Articles 801 and 803 of this Code.
2. Where the industrial property rights are infringed upon, the owner [thereof] shall have the rights stipulated at Point c of Clause 1 of Article 796 of this Code.

Article 805. Acts of Infringement of Industrial Property Rights

1. Acts of infringement of the ownership rights over inventions and utility solutions as stipulated in Clause 1 of Article 804 of this Code shall include:
 - a. Making products under inventions [and/or] utility solutions which are protected in Vietnam;
 - b. Using, importing, advertising [and] circulating products that have been produced under inventions [and/or] utility solutions which are protected in Vietnam; [and]
 - c. Applying methods which are protected in Vietnam as inventions [or] utility solutions.
2. Acts of infringement of the right to ownership of industrial designs as stipulated in Clause 1 of Article 804 of this Code shall include:
 - a. Producing products under industrial designs which are protected in Vietnam; [and]
 - b. Importing, selling, advertising or using, for commercial purposes, products which are made under industrial designs which are protected in Vietnam.
3. Acts of infringement of the ownership rights over trademarks as stipulated in Clause 1 of Article 804 shall include:
 - a. Affixing marks⁽¹⁶⁸⁾ of other persons which are protected in Vietnam, or similar marks on its packages and products of his/her/its own; and
 - b. Importing, selling or offering products which are affixed with a trademark protected in Vietnam.

167. The Vietnamese term used here is "*hoSt N̄aeng*", which can be translated as "activities" or "operations".

168. The original Vietnamese is "*nhEn hiũu*" which may also be loosely translated as trademarks.

Chapter III
TECHNOLOGY TRANSFER

Section 1
GENERAL PROVISIONS

Article 806. Subjects of Technology Transfer

1. The subjects of technology transfer shall include:
 - a. Subjects of industrial property which are or are not accompanied by machinery or equipment that the law permits to be transferred;
 - b. Know-how and technical knowledge on technology in the forms of technological plans, technical solutions, process technology, computer software, design documents, formulas, technical specifications, and technical diagrams and drawings which are or are not accompanied by machinery or equipment;
 - c. Technical services, training of technical personnel and provision of information in connection with the technology transferred; and
 - d. Solutions for rationalising production.
2. In circumstances where subjects of technology transfer have already been protected by law in the form of subjects of industrial property, the transfer of the rights of ownership of these subjects and the right to use thereof must be carried out in accordance with the provisions of law before proceeding with the technology transfer.

Article 807. Technology Transfer Rights

1. The State guarantees the legal interests of all individuals, juridical persons and other subjects engaging in the activity of technology transfer.
2. Individuals and juridical persons who, and other subjects which, are owners of subjects of industrial property or have the right to determination of the subjects of industrial property, shall be the owners of know-how and technical knowledge and shall have the right to transfer the right to use subjects of industrial property, know-how and technical knowledge.

Article 808. Circumstances Where a Transfer of Technology Is Not Permitted

A transfer of technology is not permitted in the following circumstances:

1. [Where] the technology does not meet the regulations promulgated by the competent State authority;
2. Other circumstances stipulated by law.

Section 2
TECHNOLOGY TRANSFER CONTRACTS

Article 809. The Form of a Technology Transfer Contract

1. A technology transfer contract must be made in writing and registered with or permitted by the competent State authority, if stipulated by law.
2. A transfer of technology pursuant to a decision of the competent State authority must also be undertaken through a written contract.

Article 810. The Term of a Technology Transfer Contract

1. The term of a technology transfer contract shall not exceed seven years from the date the contract becomes effective. In necessary circumstances, the competent State authority may allow an extension thereof, but [the total term] shall not exceed ten years.
2. The term for a transfer of technology within the context of a foreign investment project in Vietnam shall be determined in accordance with the term of such investment project.

Article 811. The Moment at Which a Technology Transfer Contract Shall Become Effective

The parties may agree on the moment at which a contract shall become effective. In circumstances where a technology transfer contract must be registered with or permitted by the competent State authority, the moment at which the contract becomes effective shall be as of the date of registration or the date of issuance of the licence.

Articles 812. The Contents of a Technology Transfer Contract

Depending on the subjects of a technology transfer contract, the parties may agree on the following principal contents:

1. The subjects of the contract, the name and particulars of the technology, the contents of the technology and the results from the application of the technology;
2. The quality of the technology and the contents and term of warranty for the technology;
3. The location, duration and time schedule for the transfer of the technology;
4. The scope and extent of keeping the technology confidential;
5. The price of the technology and method of payment;
6. The responsibilities of the parties with respect to protection of the technology;
7. Undertakings on training in connection with the technology transferred;
8. The obligations of the parties with respect to co-operation and information;
9. The conditions for amendment and cancellation of the contract; [and]
10. Liabilities for breach of contract and procedures for settling disputes.

Article 813. The Price of the Technology

The price of the technology transferred shall be agreed upon by the parties. In circumstances where the law provides for a price frame, such provision must be complied with.

Article 814. The Quality of the Technology Transferred

The parties shall agree on the quality of the technology transferred based on the following:

1. The purposes of use of the technology;
2. The economic and technical targets and quality standards of the technology;
3. The product quality standards;
4. The requirements for the appearance of the product; [and]
5. The standards for environmental protection.

Article 815. Warranty and Warranty Period

1. The technology transferor has the obligation to warrant that the technology transferred shall properly meet the technology quality agreed upon by the parties in accordance with the provisions of Article 814 of this Code.
2. The warranty period shall be agreed upon by the parties or stipulated by law.
3. If during the warranty period the technology transferred does not properly meet the quality agreed upon by the parties, the technology transferor shall, at its own expenses, take measures to remedy the defects of the technology.
4. In circumstances where the technology transferor has already taken remedial measures but the quality standards are still not met, the technology transferee shall have the right to cancel the contract and demand compensation for damage.

Article 816. The Rights of the Person to Whom the Right to Use Subjects of Industrial Property Is Transferred In Circumstances Where the Use Right Is Infringed Upon by a Third Party

1. The person to whom the right to use subjects of industrial property is transferred shall have the right to request the owner of the subjects of industrial property, a court or other competent State

authority to compel the person committing the act of infringement upon its lawful use right to terminate such act.

2. In circumstances where the person to whom the right to use is transferred takes action directly at a court, the owner of industrial property rights shall participate in the defence of the legal rights and interests of the person to which the right to use subjects of industrial property is transferred.

Article 817. Guaranteeing that the Technology Transferred Is Not Restricted by the Rights of a Third Party

1. The parties shall agree on the guarantee area [in which] the technology transferred shall not be restricted by a third party's rights; if not agreed upon, the guarantee area shall be the territory of the Socialist Republic of Vietnam.
2. When the use of the technology transferred is restricted by the rights of a third party within the guarantee area provided for in Clause 1 of this Article, the technology transferee shall have the right to demand that the technology transferor remedy the restrictions at its own expense or to demand a price reduction. In circumstances where it is not possible to remedy the restrictions or if the remedy requires extremely high expense, the parties shall have the right to cancel the contract; the technology transferee shall have the right to demand that the technology transferor compensate for damage.

Article 818. The Right to Develop the Technology Transferred

1. The technology transferee shall have the right to develop the technology transferred without informing the technology transferor, except in circumstances where otherwise agreed.
2. In circumstances where the technology transferor is interested in the results from development of the technology, it shall agree with the transferee on the transfer of the newly achieved results on the principle of mutual benefits.

Article 819. Re-Transfer of Technology

1. The technology re-transferee⁽¹⁶⁹⁾ shall have the right to re-transfer the technology to another person if the technology transferor gives its consent thereto.
2. The technology transferor shall not refuse a re-transfer if the re-transfer is in the interests of the State or interests of the public according to a decision of the competent State authority.

Article 820. Confidentiality Obligation

1. The parties shall agree on the scope and extent of confidentiality with respect to the technology transferred; if there is no agreement [thereto], the technology transferee shall keep all information contained in or related to the technology transferred confidential during the effective period of the contract as it would similarly protect its own confidential information.
2. In circumstances where the technology transferee breaches the obligations stipulated in Clause 1 of this Article, [it] shall compensate the technology transferor for damage.

Article 821. Contract for the Transfer of the Exclusive Right to Use Inventions, Utility Solutions, Industrial Designs and Trademarks

1. In circumstances where the parties agree on the transfer of the exclusive right to use inventions, utility solutions, industrial designs [and/or] trademarks, the transferor of the exclusive right to use the above subjects, within the scope of exclusivity agreed upon by the parties, shall not transfer the use right to a third party.

169. The drafters of the Code use the Vietnamese phrase "*bản Nõic chuyển giao Iđi cang nghđ*" which is "Technology re-transferee" in English, instead of "*bản Nõic chuyển giao cang nghđ*" which is "Technology transferee" in English.

2. In circumstances where the transferor of the exclusive right to use subjects of industrial property breaches the obligation stipulated in Clause 1 of this Article, the transferee shall have the right to demand that the transferor terminate its act of breach and compensate for damage, or to cancel the contract.

Article 822. Contract for the Transfer of the Right to Use Trademarks

1. In a contract for the transfer of the right to use trademarks, the parties may agree that the transferee shall have the obligation to ensure that the quality of the products and goods bearing the transferred trademarks must be equivalent to that of the products and goods of the same kind which bear the trademarks of the transferor.
2. The trademark transferor shall have the right to inspect the quality of the products and goods of the transferee, to demand that the transferee take necessary measures to ensure the quality of the products and goods, or to cancel the contract and demand compensation for damage if the transferee fails to implement the transferor's demand or its implementation of the transferor's demand does not produce [positive] results.

Article 823. Contract for the Transfer of Results From Research and Development of New Technology

1. In a contract for the transfer of results from research and development of new technology, the parties shall agree on the responsibilities of taking measures to protect industrial property rights, the amount of and methods for paying remuneration to the author(s) who has(have) created the results through research and development of the technology.
2. In circumstances where the parties fail to agree on the responsibilities of protecting industrial property rights, the party to which the results from research and development of new technology are transferred shall have the right to file an application to request protection of the results from research and development of new technology and must pay remuneration to the author(s) for the use of the results from research and development of the technology.

Article 824. Contract for Support Services, Technological Consultation, Training of Technical Personnel and Supply of Technological Information

1. Under a contract for support services, technological consultation, training of technical personnel and provision of technological information, the parties shall agree on the service quality, timing and methods for performing the services, professional qualification of the person(s) performing the services and the results that must be achieved.
2. In circumstances where the parties fail to agree on the service quality and the results that need to be achieved, the party performing the services shall be deemed to have fulfilled its obligations if it has performed the services in a prudent manner, in accordance with its capability and within the agreed time limit.

Article 825. Amendment and Cancellation of a Contract

1. The parties must inform each other of new technical and scientific knowledge which shall affect the implementation of the contract and must consider the possibility of amending or cancelling the contract.
2. The contract form stipulated in Article 809 of this Code shall also apply in the case of amendment or cancellation of the contract.
3. In circumstances where the contract is amended or cancelled due to the effect of new technical or scientific knowledge which is not foreseeable by the parties at the time of execution of the contract, the technology transferor shall bear all costs incurred due to the amendment or cancellation of the contract, except in circumstances where otherwise agreed by the parties.

PART SEVEN
CIVIL RELATIONS INVOLVING
FOREIGN ELEMENTS

Article 826. Civil Relations Involving Foreign Elements

In this Code, civil relations involving foreign elements shall be construed to be civil relations in which any foreign individual [or] juridical person participates, or the basis for the establishment, alteration or termination of such relations arise in a foreign country, or any assets relating to such relations are in a foreign country.

Article 827. Application of the Civil Law of the Socialist Republic of Vietnam, International Treaties, International Customary Practice and Foreign Laws

1. The provisions of the civil law of the Socialist Republic of Vietnam shall apply to civil relations involving foreign elements except in circumstances where this Code otherwise provides.
2. In cases where an international treaty which the Socialist Republic of Vietnam has signed or acceded to contains provisions which conflict with the provisions of this Code, the provisions of such international treaty shall apply.
3. In cases where the application of a foreign law is required by this Code or any other legal document of the Socialist Republic of Vietnam or referred to by any international treaty which is signed or acceded to by the Socialist Republic of Vietnam, the foreign law shall apply to the civil relations involving foreign elements; if such foreign law refers back to the law of the Socialist Republic of Vietnam then the law of the Socialist Republic of Vietnam shall apply.
A foreign law may also apply in circumstances where the parties agree [thereto] in their contract, if such agreement does not conflict with the provisions of this Code or other legal document of the Socialist Republic of Vietnam.
4. Where civil relations involving foreign elements are not governed by this Code or any other legal document of the Socialist Republic of Vietnam or any international treaty which is signed or acceded to by the Socialist Republic of Vietnam or the civil contract signed between the parties, international customary practice shall be applied if such application or any consequence thereof does not conflict with the basic principles of the law of the Socialist Republic of Vietnam.

Article 828. The Principle for Application of Foreign Laws and International Customary Practice

[Even] in the circumstances set out in Clause 3 of Article 827 of this Code, foreign laws [and/or] international practice may only be applied if such application or consequence thereof does not conflict with the basic principles of the law of the Socialist Republic of Vietnam.

Article 829. The Basis for Choosing the Governing Law to be Applied to Persons without Nationality and to Foreigners with Multiple Foreign Nationalities

1. In circumstances where this Code stipulates the application of the law of a country of which a foreigner is a citizen, the law applicable to a person without nationality shall be the law of such person's country of residence or, if such person has no place of residence, the law of the Socialist Republic of Vietnam.
2. In circumstances where this Code stipulates the application of the law of a country of which a foreigner is a citizen, the law applicable to a foreigner with multiple foreign nationalities shall be the law of the country of which nationality he/she is the holder and where such foreigner resides

at the time civil relations are established; if such foreigner is not resident in any of the countries of which nationalities he/she is the holder then the applicable law shall be the law of the country of which nationality he/she is the holder and with which he/she maintains the closest ties.

Article 830. Civil Legal Capacity of Foreigners

In Vietnam foreigners shall have the same civil legal capacity as Vietnamese citizens, except in circumstances where otherwise provided by this Code or other legal documents of the Socialist Republic of Vietnam.

Article 831. Capacity for Civil Acts of Foreigners

1. The capacity for civil acts of foreigners shall be determined in accordance with the law of the country of which he/she is a citizen, except in circumstances where otherwise provided by the law of the Socialist Republic of Vietnam.
2. Where a foreigner establishes [or] performs civil transactions in Vietnam, his/her capacity for civil acts shall be determined in accordance with the law of the Socialist Republic of Vietnam.

Article 832. The Civil Legal Capacity of a Foreign Juridical Person

1. The civil legal capacity of a foreign juridical person shall be determined in accordance with the law of the country where such juridical person is established, except in circumstances where otherwise provided by the law of the Socialist Republic of Vietnam.
2. Where a foreign juridical person establishes [or] performs civil transactions in Vietnam, the civil legal capacity of such foreign juridical person shall be determined in accordance with the law of the Socialist Republic of Vietnam.

Article 833. The Right to Own Property

1. The establishment [and] termination of ownership rights [and] the contents of ownership rights over property shall be determined in accordance with the law of the country where the property is, except in circumstances where otherwise provided by the law of the Socialist Republic of Vietnam.
2. The ownership rights to any moveable property in transit shall be determined in accordance with the law of the country of destination, if not otherwise agreed.
3. The distinction between moveable and immovable property shall be made in accordance with the law of the country where such property is located.

Article 834. Civil Contracts

1. The form of a civil contract shall be in compliance with the law of the country where the contract is entered into. In cases where a civil contract which is entered into in a foreign country is in breach of [the provision on] forms of civil contracts, it may still be effective in Vietnam in terms of its form if the form of such contract is not contrary to the provisions of the law [on forms of civil contracts] of the Socialist Republic of Vietnam.
2. The rights and obligations of the parties to a civil contract shall be determined in accordance with the law of the country where the contract is performed, if not otherwise agreed.
[If] a civil contract is entered into and performed wholly in Vietnam, the law of the Socialist Republic of Vietnam shall be complied with.
In circumstances where a civil contract does not provide for the place where it is to be performed, the determination as to the place for performing the contract shall be in accordance with the law of the Socialist Republic of Vietnam.
3. Civil contracts relating to immovable property located in Vietnam must comply with the law of the Socialist Republic of Vietnam.

Article 835. Compensation for Non-contractual Damage

1. Compensation for non-contractual damage shall be determined in accordance with the law of the country where the act causing such damage takes place or where the actual consequences of such act arise.
2. Compensation for damage which is caused by an aircraft flying in international airspace [or] by a ship sailing at sea shall be determined in accordance with the law of the country of which such aircraft [or] ship bears the nationality, except in circumstances where otherwise provided by the aviation and maritime laws of the Socialist Republic of Vietnam.
3. In circumstances where the act causing damage takes place outside the territory of the Socialist Republic of Vietnam where both the victims(s) of such damage and the person(s) causing such damage are Vietnamese citizens or juridical persons, the law of the Socialist Republic of Vietnam shall apply.

Article 836. Copyright

The copyright of foreign individuals [and/or] juridical persons, in respect to any work which is first publicised [or] disseminated in Vietnam or which is created and takes a definite⁽¹⁷⁰⁾ form in Vietnam, shall be protected in accordance with the law of the Socialist Republic of Vietnam and the international treaties which Vietnam has signed or acceded to.

Article 837. Industrial Property Rights

The industrial property rights of foreign individuals [and] juridical persons to any subjects of industrial property rights in respect of which the State of the Socialist Republic of Vietnam has issued a certificate of protection, shall be protected in accordance with provisions of the law of the Socialist Republic of Vietnam and the international treaties which the Socialist Republic of Vietnam has signed or acceded to.

Article 838. Technology Transfer

Any transfers of technology to be made between Vietnamese individuals [and] juridical persons and foreign individuals [and] juridical persons [and] any transfers of technology from any foreign country into Vietnam or from Vietnam to any foreign country must comply with the provisions of this Code, other legal documents of the Socialist Republic of Vietnam on technology transfer, and the international treaties which the Socialist Republic of Vietnam has signed or acceded to.

This Code has been adopted by the National Assembly of the Socialist Republic of Vietnam, IX Legislature, at its 8th session, on 28 October 1995.

Chairman of the National Assembly

NONG DUC MANH

170. See footnote to Article 754.