

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom- Happiness
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CONTRACT FOR USE OF WORK

This day month year

At:

Mr. (Ms):.....

Is:.....

(The author who simultaneously is the owner of work; the owner of work; the heir; or the lawfully empowered person)

(Hereunder referred to as Party A)

Address:.....

Telephone number:

Fax number:.....

And the other Party that is Mr. (Ms):.....

Position:.....

(Director, Deputy Director...)

Representing the party using the work

(Hereunder referred to as Party B)

Address:.....

Telephone number:

Fax number:.....

The two Parties have agreed and signed this contract with the following terms:

Article 1: The Party A agrees to deliver the work it owns to the party B to produce
(audio tapes, audio discs, video tapes, video discs, films, radio or television programmes) at

Title of work:

(If the work is a translated, compiled, modified or transformed work, clear indications shall be required as to the name of the author and the title of the original work; if more than one work are to be delivered, they may be put on a list attached to the contract)

Full name of author:.....

Owner of copyright:.....

Number of Copyright Certificate (if any) date of issuance

Production quantity:.....

Article 2: The Party A shall have the duty to deliver the work to the Party B before day.....month..... year..... at place

.....
If a dispute arises as to the copyright in the work or the Party A does not deliver the work to the Party B within the time limit, the Party A shall pay to the Party B full compensation of damages and the Party B may terminate the contract.

Article 3: Within the period of performance of the contract, the Party A shall not be permitted to deliver the work to a third party unless the two Parties have agreed otherwise.

Article 4: The Party B shall respect the provisions of law on copyright. Any amendment made to the work and any use in a form other than that stipulated in Article 1 shall be subject to the written consent of the Party A. The two Parties shall have the obligation to co-operate in the execution of the contract.

Article 5: The Party B shall pay the Party A the amount of money for the use of the work in the following manner:

(Amount to be paid, payment in lump sum or in installment; time of payment; place of payment...)

Within a period of.....days after the production has been completed, the Party B shall make the payment to the Party A and provide as a gift to the Party A

(or invite the Party A to view) unless the two Parties have agreed otherwise.

Article 6: To be valid, any amendment of or supplement to the contract shall be subject to the written consent of the two Parties.

Article 7: In the execution of the contract, the Party B shall submit to the Party A the documents relating to the quantity of production, for the purpose of checking, if the Party A so requests. If the Party B made extra-contract production, that Party shall pay, in addition to the amount of money for use of work due to the extra production, the damages ofpercent of the total money value of the extra production and the reasonable monetary expenses for conducting the check. If, however, no extra production is confirmed after the check, the expenses of carrying out the check shall be borne by the Party A.

Article 8: Any disputes arising in the execution of the contract or relevant to the content thereof shall be settled through direct agreements between the Parties. If no agreement is reached, a Party shall have the right to bring the case to the people's court of

Article 9: This contract shall be effective from the date of its signature and until the end of

Article 10: This contract is done in two exemplars with the same authenticity and each Party has one exemplar in custody.

(Note: Subject to circumstances, the two Parties are supposed to flexibly apply the form contract and may agree on additions to or subtractions from the content of the contract, provided that such additions or subtractions are not contrary to the provisions of law)

The Party A
(Full name and signature)

The Party B
(Full name and signature)