

**SOCIALIST REPUBLIC OF VIETNAM**  
**Independence – Freedom – Happiness**

**SERVICE CONTRACT**

No.: ... /20../HĐDV

Pursuant to the Civil Code No. 91/2015/QH13 dated November 24, 2015;

Pursuant to ...;

Based on the needs and actual capabilities of the parties to this Contract;

Today, on ... day ... month ... year 20.., at ..., we comprise:

**SERVICE USER (hereinafter referred to as “Party A”):**

**In case Party A is an organization:**

Organization name: ...

Head office address: ...

Enterprise registration number: ...

Legal representative: Mr./Ms. ...

Position: ...

Telephone: ...

Email: ...

**In case Party A is an individual:**

Full name: ...

Date of birth: ... / ... / ...

Identity card number ..., date of issue ... / ... / ..., place of issue: ...

Permanent residential address: ...

Current residence: ...

Telephone: ...

Email: ...

**SERVICE PROVIDER (hereinafter referred to as “Party B”):**

Organization name: ...

Head office address: ...

Enterprise registration number: ...

Legal representative: Mr./Ms. ...

Position: ...

Telephone: ...

Email: ...

Party A and Party B hereby agree to enter into this Service Contract under the following terms and conditions:

**Article 1. Subject Matter of the Contract**

At the request of Party A regarding the performance of (specify service content) ..., Party B undertakes and performs ...

*(The subject matter of this service contract shall be work that can be performed, does not violate prohibitions of law, and is not contrary to social ethics.)*

**Article 2. Term of Performance**

This Contract shall be effective and performed from ... / ... / ...

The expected completion period is ... days, starting from ... / ... / ...

**Article 3. Rights and Obligations of Party A**

**1. Rights of Party A:**

To request Party B to perform the work in accordance with the agreed quality, quantity, time limit, and location as stipulated in this Contract.

In case Party B seriously breaches its obligations, Party A has the right to unilaterally terminate the performance of the Contract and claim compensation for damages.

*(Other specific rights as agreed by Party A and Party B may be added to this Contract.)*

**2. Obligations of Party A:**

To provide Party B with information, documents, and necessary means for the performance of the work, if agreed or if required by the nature of the work.

To pay service fees to Party B in accordance with the terms of this Contract.

*(Other specific obligations as agreed by Party A and Party B may be added to this Contract.)*

#### **Article 4. Rights and Obligations of Party B**

##### **1. Rights of Party B:**

To request Party A to provide information, documents, and means necessary for the performance of the work.

To change service conditions for the benefit of Party A without waiting for Party A's opinion if waiting would cause damage to Party A; however, Party A must be promptly notified.

To request Party A to pay service fees.

*(Other specific rights as agreed by Party A and Party B may be added to this Contract.)*

##### **2. Obligations of Party B:**

To perform the work in accordance with the agreed quality, quantity, time limit, and location as stipulated in this Contract.

Not to assign the work to another party without Party A's prior written consent.

To preserve and return to Party A all documents and means provided after completion of the work (if any).

To promptly notify Party A if the provided information or documents are insufficient, or if the means are not of adequate quality for completing the work.

To keep confidential all information obtained during the performance of the work.

*(Other specific obligations as agreed by Party A and Party B may be added to this Contract.)*

#### **Article 5. Service Fees and Payment Method**

##### **1. Service fee:**

The service fee for the work specified in Article 1 is: ... VND (In words: ...), inclusive of ... % value-added tax (VAT).

##### **2. Payment method: ...**

*(Party A and Party B shall specifically agree on the payment method and state it in this Contract.)*

## **Article 6. Other Costs**

Other costs shall be additionally agreed upon by the Parties if deemed necessary and in compliance with applicable laws.

## **Article 7. Unilateral Termination of the Service Contract**

1. If the continuation of the work is no longer beneficial to Party A, Party A has the right to unilaterally terminate the Contract, provided that Party B is notified ... days in advance. Party A shall pay service fees corresponding to the portion of services already performed by Party B and compensate for damages.

2. If Party A seriously breaches its obligations, Party B has the right to unilaterally terminate the Contract and claim compensation for damages.

## **Article 8. Dispute Resolution**

During the performance of this Contract, if any issues arise, the Parties shall negotiate and resolve them promptly in a reasonable and lawful manner. If no agreement can be reached, either Party has the right to initiate legal proceedings at a competent court in accordance with the law.

## **Article 9. Other Agreements**

Party A and Party B confirm that they fully understand their rights, obligations, and legitimate interests, as well as the legal consequences of entering into this Contract.

Party A and Party B agree to strictly comply with all terms and conditions of this Contract and raise no additional conditions.

This Contract is made in ... copies, each consisting of ... pages, all having equal legal validity. Party A shall retain ... copies and Party B shall retain ... copies.

**PARTY B**

(Signature, full name, and seal if any)

...

**PARTY A**

(Signature, full name, and seal if any)

...