

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 perform 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 of the original work and the title thereof; 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.....

**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 to perform (*for cases where a performance is made in respect of a work of classical opera, popular opera, renovated theatre, theatrical drama, puppetry...*) unless the two Parties have agreed otherwise.

**Article 4:** The Party B shall respect the form of use in accordance with 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...)*

The Party B shall invite the Party A to view the performance prior to the public performance unless the Parties have agreed otherwise.

**Article 6:** 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 7:** To be valid, any amendment of, or supplement to, the contract shall be subject to the written consent of the two Parties.

**Article 8:** This contract shall be effective from the date of its signature and until the end of ...

**Article 9:** 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**

Signature

(Full name and signature)

**The Party B**

Signature

(Full name and signature)