

IP in business transactions: Vietnam overview

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A guide to intellectual property law in Vietnam. The IP in business transactions Q&A gives an overview of maintaining an IP portfolio, exploiting an IP portfolio through assignment and licensing, taking security over IPRs, IP and M&A transactions, and the impact of IP on key areas such as competition law, employees and tax.

Overview of main IPRs

1. Give a brief overview of the main IPRs in your jurisdiction and how they are protected.

Patents

Patents are available for inventions and utility solutions (petty patents). To receive protection, a patent application must be substantively examined and granted by the Intellectual Property Office of Vietnam (IP Office), formerly the National Office of Intellectual Property (NOIP).

To be eligible for invention patent protection, an invention must:

- Be novel.
- Involve an inventive step.
- Be susceptible of industrial application.

(Article 58, Law on Intellectual Property.)

Protection under a utility solution patent does not require an inventive step. An invention needs only be novel, susceptible of industrial application, and not common knowledge.

Provisional rights are available. This means that an applicant of a published patent application, on discovering that its invention or utility solution is being used by another person for commercial purposes, has the right to serve a written notice to that user on the patent application and has the right to request remuneration from the user when a patent is granted, if such use is not stopped (*Article 131, Law on Intellectual Property*).

Utility models

See above, *Patents*.

Trade marks

In Vietnam, trade marks are protected through registration, directly with the IP Office or via the Madrid system. Well-known trade marks, such as McDonald's, can be protected without registration.

To be eligible for protection, a trade mark must be both:

- A visible sign in the form of letters, words, drawings or images, including three-dimensional images, or a combination of those, represented in one or more colours.
- Capable of distinguishing the goods or services of the trade mark owner from those of other undertakings.

(Article 72, Law on Intellectual Property.)

It is advisable to register all valuable trade marks; although there is limited protection for unregistered well-known trade marks, enforcement is time-consuming and difficult.

Vietnam is a party to both the Madrid Agreement Concerning the International Registration of Trade Marks and its Protocol.

Copyright

A copyrightable work benefits from automatic protection if it is fixed in some material form and created personally by the authors through their intellectual labour without copying others' works, irrespective of registration. In Vietnam, copyright can be registered with the Copyright Office of Vietnam (COV), but this is not mandatory for protection. However, registration is recommended to facilitate enforcement.

Under Vietnam laws, copyright includes moral rights and economic rights. Moral rights of authors include the right to:

- Title their works.
- Attach their real names or pseudonyms to their works and have those real names or pseudonyms acknowledged when their works are published or used.
- Publish their works or authorise other persons to publish their works.
- Protect the integrity of their works, and prevent other persons from modifying, mutilating or distorting their works in any form prejudicial to their honour and reputation.

Moral rights are inherent to authors, protected indefinitely and non-transferable (except for the right to publish the work or authorise other persons to do so). It is unclear whether moral rights can be waived. After the author's death or when the work is in the public domain, the author's heirs can bring a lawsuit against infringers to protect the work's integrity and the author's reputation.

Design rights

A design patent application must be substantively examined and granted by the IP Office to be protected.

To obtain a design patent, an industrial design must be:

- New.
- Creative.
- Susceptible of industrial application.

As with invention patents, provisional rights are available. These allow the applicant of a published design patent application, on discovering that its design is being used by another person for commercial purposes, to:

- Serve a written notice to that user regarding the design patent application.
- Request remuneration from the user when a relevant design patent is granted, if such use is not stopped.

(Article 131, Law on Intellectual Property.)

Unregistered design rights are not recognised.

Trade secrets and confidential information

Confidential information can be protected in Vietnam as a trade secret. Under the Law on Intellectual Property, information is protected as a trade secret if the following conditions are met:

- The information is not common knowledge and cannot easily be obtained.
- The information is valuable to business and provides a commercial advantage.
- The owner has implemented measures to protect the information.

Protective measures can include:

- Stamping the documents with "confidential".
- Entering into non-disclosure agreements with persons who have access to the information.
- Generally limiting access to the information.

Confidential information that is ineligible for protection as trade secrets includes personal identification secrets, state management secrets, national defence and security secrets and other confidential information unrelated to business (*Article 84, Law on Intellectual Property*).

Other

Unregistered trade dress (for example, the look of a product's packaging) can be protected as a commercial/trade indication. Generally, trade dress can be considered a commercial/trade indication if it has become associated in the minds of consumers with the product or product manufacturer.

Vietnam grants protections for satellite signals, circuit board layouts and plant varieties under its Law on Intellectual Property and the Brussels Convention Relating to the Distribution of Programme-Carrying Signals Transmitted by Satellite 1974.

Trade names are protected in Vietnam based on lawful use.

Vietnam also protects geographical indications if the product bearing the geographical indication:

- Originates from the area, locality, territory or country corresponding to that geographical indication.
- Has a reputation, quality or characteristics mainly attributable to geographical conditions of the area, locality, territory or country corresponding to that geographical indication.

Vietnam has a domain name registration system, and has regulations on domain name disputes. However, early registration of domain names is recommended because Vietnam's domain name dispute resolution procedures are time-consuming and can be costly.

Maintaining IPRs

Search and information facilities

2. What facilities are available to conduct IP searches and obtain IP information on registered IP rights?

Patents

Patent searches, including pre-filing searches and freedom-to-operate searches, can be conducted by any party:

- On the IP Office's official database available on its website (see <http://wipopublish.noip.gov.vn/wopublish-search/public/patents?3> and <http://iplib.noip.gov.vn/WebUI/WSearchPAT.php>) and the IP Office's Digital Library of Patents/Utility Solutions of Vietnam (Vietnam DigiPat) (<http://digipat.noip.gov.vn/default.aspx?index=1>).
- Manually in the *Official Industrial Property Gazette of Vietnam*.

The online database is not always reliable and up to date due to delays in processing information. Additionally, specifications and communications from the Patent Office are not available on the online database.

Searches can also be conducted using the internal database of the IP Office, by using an IP adviser's services.

Utility models

See above, [Patents](#).

Trade marks

Information on Vietnamese trade marks is available on:

- The IP Office's public database.
- ASEAN TMview.
- WIPO's Global Brand Database (www.wipo.int/branddb/en).

These are public databases, but are often not up to date; therefore, searches on these databases may not be reliable and exhaustive. For more accurate results, a search must be conducted through the IP Office's internal database, by using an IP adviser's services.

Post-registration searches for infringing marks can also be conducted using the official IP Office database. Further, the *Official Industrial Property Gazette of Vietnam*, which is published monthly, can be searched manually for infringing applications or registrations.

Copyright

Copyright search can be conducted by any party on the COV's official database, available on its website at: www.cov.gov.vn/tra-cuu-nien-giam?AspxAutoDetectCookieSupport=1. However, this online database is not always up to date, and search results may not be reliable or exhaustive. Additionally, the content of copyrighted work is not available on this database.

For more accurate results, a search can be conducted on the COV's internal database, by using an IP adviser's services.

Design rights

See above, [Patents](#).

Trade secrets and confidential information

There is currently no trade secret/confidential information search system in Vietnam.

Maintenance of main IPRs



3. What steps must a business take to maintain the registration, if applicable, and legally protectable status of its main IPRs?

Patents

To maintain a patent for an invention or a utility solution, the patent holder must pay an annuity within six months from the annuity deadline, which is the anniversary of the granting date. There is a six-month grace period subject to payment of extra fees.

Utility models

See above, *Patents*.

Trade marks

The steps a business must take to maintain the registration and status of its trade marks include:

- Use the mark within five years of registration to avoid potential cancellation based on non-use. The owner should also gather evidence of use, as if a non-use cancellation action is filed, the trade mark owner will bear the burden of proof that the mark has been used.
- File a renewal request every ten years. The renewal request can be filed six months before and after the expiry date of the registration.
- Take actions against the registration of any subsequent marks that are similar or identical to a well-known mark of the business, even if the goods/services bearing these marks are not similar, because they will weaken the distinctiveness of the well-known mark.
- Take steps to reduce the risk of genericisation by educating on appropriate trade mark use, avoiding use of the registered mark in a generic manner, and systematically and effectively enforcing the trade mark rights.

Copyright

Moral rights are protected indefinitely, except for the author's right to publish their work or authorise another person to do so. The protection period of the right to publish a work or authorise another person to do so, and the economic rights of copyrighted works varies depending on the type of work, as follows:

- Cinematographic works, photographic works, applied art works and anonymous works, the term of copyright protection is 75 years from the date of first publication. If the cinematographic work, photographic work, or applied art work was not published within 25 years from the date of its creation, the term of protection will be 100 years from the date of creation.
- Other copyrighted works are protected for the life of the author and 50 years after their death, or 50 years after the death of the last co-author, if the work has more than one author.

(Article 27, Law on Intellectual Property.)

When the protection period ends, the copyright will fall into the public domain.

Design rights

The initial term of protection of a design patent begins on the granting date and ends five years following the filing date. A design patent is renewable for two consecutive five-year terms, subject to payment of a renewal fee. A six-month grace period is available subject to payment of a surcharge.

Trade secrets and confidential information

Trade secrets are maintained if the owner implements necessary measures to keep the information eligible for protection as a trade secret as required by law (*see Question 1, Trade secrets and confidential information*).

Monitoring infringement

4. What steps can a business take to avoid infringing another party's IPRs and to monitor whether another party is infringing its IPRs?

Patents

To avoid infringing another party's IPRs, a freedom-to-operate search should be conducted for pending patent applications and/or granted patents in the field of business (*see Question 2, Patents*).

To monitor whether another party is infringing the IPRs of a business in Vietnam, the business can conduct market investigations on products/processes protected by the IPRs.

Utility models

See above, *Patents*.

Trade marks

To avoid infringing another party's IPRs, a business should have its trade marks protected in Vietnam for the goods or services of interest. If an application is not submitted before using the mark, or the application is pending, the business should conduct a search to assess the risk of infringement. A clearance search/similarity search should be conducted regarding the pending trade mark application and/or granted trade marks of other third parties in the field of business.

The business should monitor new filings to check whether any third parties are attempting to register confusingly similar or identical trade marks. It is best to oppose such trade marks before registration, because it is more time-consuming, difficult and costly to cancel a registered trade mark in Vietnam.

The business can also conduct periodic market checks to detect potential infringements in the market.

Copyright

To avoid infringing the copyright of another party, a business must ensure that any works created by the company and/or its employees are original and not copied from any other sources.

A business should also conduct periodic market checks to inspect the market for potential infringements.

Design rights

See above, *Patents*.

Trade secrets and confidential information

To avoid infringing another party's IPRs, a business should ensure that its trade secret was lawfully acquired.

A business should also conduct periodic market checks to inspect the market for potential unauthorised disclosures.

Exploiting IPRs

5. What are the main steps in conducting an IP audit in your jurisdiction to determine the content of an IP portfolio?

The main step in an IP audit in Vietnam to determine the content of an IP portfolio is to verify that the IPRs are still in force through a search at the IP Office (*see Question 2*). Additionally, it is necessary to determine whether all licence agreements, assignments and amendments have been properly recorded with the IP Office. The business must request a search of all registrations or applications in the name of the target company or owner.

Assignment

Scope of assignment

6. On what basis can the main IPRs be assigned?

Patents

Patent and design rights can be assigned in whole or in part. Pending applications can also be assigned.

Utility models

See above, [Patents](#).

Trade marks

Trade mark rights can be assigned in whole or in part (that is, for the entire list of goods/services or some goods/services). A trade mark assignment must not cause any confusion as to the ownership or origins of the goods or services bearing that mark. Trade mark rights can only be transferred to entities that satisfy conditions to register the mark.

Copyright

Copyright can be assigned in whole or in part. Moral rights, except for the right of publication, cannot be assigned. Performers cannot assign their moral rights (*Article 29.2, Law on Intellectual Property*).

All co-owners of a work, performance, audiovisual fixation, or broadcast must agree on a copyright assignment. If the joint work, performance, audiovisual fixation, or broadcast is composed of separate parts detachable for independent use, copyright holders or related right holders can assign their copyright or related rights in their separate parts to other organisations or individuals.

Design rights

See above, [Patents](#).

Trade secrets and confidential information

Trade secrets can be freely assigned.

Formalities for assignment

7. What formalities are required to assign each of the main IPRs?

Patents

Patent and trade mark assignments must be in writing. The assignment will only be valid when it is recorded with the IP Office. For the purpose of recordal, the assignment agreement must be signed by both parties. Notarisation is not required if the original deed of assignment is submitted. The assignment agreement must contain mandatory information/terms (*see Question 8*).

Utility models

See above, *Patents*.

Trade marks

See above, *Patents*.

Copyright

A copyright assignment must be in writing and contain the following mandatory information:

- Names and addresses of the assignor and the assignee.
- Assignment basis.
- Payment price and mode.
- Rights and obligations of the parties.
- Liability for contract breaches.

Design rights

See above, *Patents*.

Trade secrets and confidential information

See above, *Patents*. However, assignments of trade secrets need not be recorded with the IP Office.

Main terms for assignments

8. What main terms should be included in an assignment of IPRs?

An assignment of IPRs must include several mandatory terms, including:

- Price (consideration), which must be specifically indicated.
- Names and addresses of the parties.
- Details on the assigned works.
- Rights and obligations of the parties.

A moral rights consent clause and/or a waiver can be included in a copyright assignment. However, to date, whether a consent clause and/or a waiver is valid has not been tested before the courts.

Licensing

Scope of licensing

9. On what basis can the main IPRs be licensed?

Patents

Patents can be licensed in whole or in part. Licences can include territorial and term restrictions. Licence agreements can be exclusive or non-exclusive. A pending application cannot be licensed.

Compulsory licensing is available.

Utility models

See above, [Patents](#).

Trade marks

Trade marks can be licensed in whole or in part (for the entire list of goods/services or some goods/services), provided that the licence will not cause confusion to customers as to the owners of the mark after licensing. Licences can include jurisdictional and territorial restrictions. Licence agreements can be exclusive or non-exclusive.

Only registered trade marks can be licensed.

Copyright

Copyright can be licensed whole or in part. Moral rights cannot be licensed, except for the right of publication. Performers cannot license the moral rights specified in Article 29.2 of the Law on Intellectual Property. It remains unclear whether moral rights can be waived.

Licences can be exclusive or non-exclusive. They can also include jurisdictional restrictions and time limits.

All co-owners of a work, performance, audiovisual fixation, or broadcast must agree on the licensing of copyright and/or related rights. If the joint work, performance, audiovisual fixation, or broadcast is composed of separate parts detachable for independent use, copyright holders or related right holders can license their copyright or related rights in their separate parts to other organisations or individuals.

Design rights

Design rights can be licensed in whole or in part. Licences can include territorial and term restrictions. Licence agreements can be exclusive or non-exclusive.

Pending applications cannot be licensed.

Trade secrets and confidential information

See above, [Patents](#).

Formalities for licensing

10. What are the formalities to license each of the main IPRs?

Patents

Patent licence agreements must be in writing. Recordal of the licence agreement at the IP Office is mandatory.

Utility models

See above, [Patents](#).

Trade marks

Trade mark licence agreements must be in writing. A licence agreement is valid between the parties on signing. Recordal of the licence agreement at the IP Office is not mandatory.

If a trade mark is licensed to a regional master licensee before being sublicensed to a Vietnamese entity, both the master and sublicense must be registered with the IP Office.

Copyright

A copyright licence must be in writing and include the following terms:

- Full names and addresses of the licensor and the licensee.
- Grounds for the licence.
- Scope of the licence.
- Price and method of payment.
- Rights and obligations of the parties.
- Liability for contractual breach.

The terms relating to performance, amendment, termination and cancellation of the licence must comply with the Civil Code.

Design rights

See above, *Patents*.

Trade secrets and confidential information

See above, *Patents*. However, trade secret licences need not be recorded with the IP Office.

Main terms for licences

11. What main terms should be included in an IP licence?

A licence agreement must include the following terms:

- Names and addresses of the parties.
- Information to identify the licensed IPRs.
- Type, scope (including territorial scope), term and price of the licence.
- Rights and obligations of the parties.
- Signatures of the parties' representatives.

(Article 140, Law on Intellectual Property.)

Taking security

12. Can security be taken over IPRs?

It is rare to take security over IPRs in Vietnam, although not legally prohibited. There have been cases of security over copyrights and trade marks. There are no guidelines on valuing IPRs, and authorities are often sceptical of valuations. The Law on Enterprises 2014 provides that IPRs are considered assets and can be used to contribute to a company's capital.

13. What are the main security interests taken over IPRs and how are they created and perfected?

The main security interests taken over IPRs are pledges and mortgages.

Security interests taken over IPRs must be registered with the National Registration Agency for Secured Transactions (NRAST) under the Ministry of Justice. The following documents must be submitted:

- Request on the prescribed form.
- Security document signed by the securing party and the secured party, such as a:
 - security agreement;
 - security transaction; or
 - notification of distressed assets.
- Power of attorney, if the request is filed by an IP agent.

M&A

Due diligence

14. What IP-related due diligence is commonly carried out in both a share sale and an asset sale?

The same type of due diligence is carried out in both share sales and asset sales.

Generally, due diligence includes:

- Checking the validity of IP registrations.
- Checking whether the products of the target infringe third-party IPRs.
- Reviewing licence agreements to ensure that they have been properly registered.

For trade marks in particular, it is advisable to examine whether they have been used in Vietnam, because a trade mark can be subject to cancellation for non-use if it is not used within five consecutive years before the date of a request for cancellation based on non-use.

Additionally, it is necessary to check product registrations with health authorities for products such as cosmetics, food and pharmaceuticals.

Warranties/indemnities

15. What IPR-related warranties are commonly given by the seller to the buyer in both a share sale or merger and an asset sale?

A title warranty is generally provided in both a share sale and an asset sale.

Transfer of IPRs

16. How are the main IPRs transferred in both a share sale and an asset sale?

Under Vietnam's current practice, the transfer of IPRs in a share sale or an asset sale is often treated as an assignment of IPRs, while the transfer of IPRs in a merger is treated as an amendment of IPR owners. After the transfer, if there is a change of owner of the IPRs, the assignment/amendment must be recorded with the IP Office. If there is no change in the name of the owner of the IPRs, but only a change in the ultimate shareholder of the entity holding the IPRs, it may not be necessary to record the assignment/amendment agreement with the IP Office. See [Question 7](#) for information on formalities required to assign each of the main IPRs.

Joint ownership of IP

17. How does joint ownership of IP arise?

Generally, joint ownership can arise by operation of law. For example, if there is a co-operative arrangement between two companies to create or develop a computer software program that enjoys copyright protection under the Law on Intellectual Property, the two companies will be recognised as joint owners.

Generally, it is not common for companies to set up joint ventures, unless they are operating in a field where the government requires a joint venture, such as telecommunications. When a joint venture is set up, the joint venture agreement often provides that ownership of IPRs is not transferred to the joint venture partner but remains with the original owner.

Most companies that are heavily involved with IPRs set up 100% foreign-owned companies. This serves not only to protect their IPRs, but to ensure complete control over the management of the company.

18. What key issues arise in terms of the parties' rights to exploit and enforce jointly owned IP? How should these issues be dealt with in the agreement between the parties?

The agreement on joint ownership should be as detailed as possible, especially on matters relating to:

- Royalties from licensing and other exploitation.
- Prosecution and renewal.
- Enforcement.
- Termination of cooperation.

To avoid any issues in enforcing IP rights in the event of infringement, the agreement should also clearly specify who will be responsible for initiating enforcement actions.

Competition law

Main provisions and common issues

19. What are the most common national competition law issues that arise in the exploitation of the main IPRs?

Vietnamese competition law in relation to IPRs is not well developed. However, authorities often refuse to record licence agreements if there are terms and conditions that are considered unfair. Under the Law on Intellectual Property, a licence agreement must not contain provisions that unreasonably restrict the right of the licensee. In particular, a licence must not include the following provisions that do not derive from the rights of the licensor:

- Prohibiting the licensee from improving an IP object (other than marks) or compelling the licensee to transfer free of charge to the licensor improvements made by the licensee or IPRs to such improvements.
- Directly or indirectly restricting the licensee from exporting goods produced or services provided under the IP licence to territories where the licensor neither holds the respective industrial property right nor has the exclusive right to import such goods/services.
- Compelling the licensee to buy all or a certain percentage of raw materials, components or equipment from the licensor or a third party designated by the licensor, except for the purpose of ensuring the quality of goods produced or services provided by the licensee.
- Prohibiting the licensee from complaining about or bringing lawsuits with regard to the validity of the IPRs or the licensor's right to license.

Any of the above provision(s) will be automatically invalid.

Additionally, products produced under a licence must clearly indicate on their packaging that the product was produced under a licence agreement.

Additionally, a few competition law provisions relate to IPRs, for example:

- Comparative advertising is not allowed (see [Question 21](#)).
- Misappropriation or imitation of a commercial indication of a competitor's product or services can be considered an act of unfair competition, and subject to an administrative fine or civil action. A commercial indication can include:
 - trade dress;

- a trade mark; or
 - other aspects of a product.
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- Appropriation of a domain name can be considered an act of unfair competition under Vietnamese law.
 - Any acts of abuse of a dominant or monopoly position created or established by the right to own or use IP subject matters is prohibited.

Exclusions/exemptions

20. What exclusions or exemptions are available for national competition law issues involving the exploitation of the main IPRs?

As competition law is not well developed in relation to IPRs, there are not many exemptions available (see [Question 19](#)). Under the Law on Intellectual Property, parallel imports are allowed in Vietnam. However, many rights holders can still take action against parallel imports on non-IPR grounds (such as smuggling goods without invoices, or with unidentified origin or sources, improper labelling, or failure to meet registered product quality or specifications).

Advertising

21. To what extent do advertising laws impact on the use of third party trade marks?

Generally, the use of a third party's trade marks without its consent is illegal. Further, the Law on Competition prohibits comparative advertising as it constitutes an act of unfair competition. Therefore, the use of a third party's trade mark in advertising is not permitted.

Employees and consultants

22. Who owns each of the main IPRs created by an employee in the course of employment?

Ownership

Generally, an employer owns the IPRs created by an employee in the course of employment if the employer has assigned the task of creating the work to that employee. To avoid any potential conflict, the task should be specifically assigned and clearly indicate the works to be created.

However, the employee can retain moral rights, including the right of attribution and the right to integrity of the work. It is unclear whether moral rights can be waived, but it is prudent to ask the employee to sign a waiver of any moral rights.

Compensation

The Law on Intellectual Property does not require employers to pay any compensation to employees for ownership of copyright to works created by the employees during the course of employment.

In relation to invention and industrial design patents, the employer must pay the employee:

- 10% of the profits received from use of the invention or industrial design.
- 15% of licensing royalties received from licensing the invention or industrial design.

However, the parties can waive these statutory licensing rates or agree on different rates.

Main steps

To avoid disputes with employees as to IPR ownership, a business can enter into an agreement under which works created by its employees are work-made-for-hire. This can also be done through the employer's internal labour rules or labour contracts, stating that the employer owns all IPRs created by the employee.

23. Who owns each of the main IPRs created by an external consultant?

Ownership

Generally, a business that enters into a contract with an external consultant who creates a copyrighted work will own the copyright over that work.

For other IPRs, ownership of IPRs created by external consultants can be specified in the service contract/agreement between the parties.

Main steps

It is prudent to require an external consultant to sign a quit claim deed, and an agreement providing that all IPRs are automatically assigned to or vested in the business.

Tax

24. What are the main taxes payable by a licensor on the licensing of the main IPRs?

The main taxes payable by a licensor on the licensing of the main IPRs include:

- VAT (standard rate of 10%).
- Corporate income tax (CIT) (standard rate of 20%).

A foreign licensor who does not establish a business entity in Vietnam, but generates income in Vietnam on the basis of a licence agreement signed with a Vietnamese licensee, will be considered a foreign contractor in Vietnam. All fees generated under such agreements, including royalty fees and so on, are subject to foreign contractor tax (FCT). The two components of foreign contractor tax are VAT and CIT, as follows:

- VAT: 5%.
- CIT: the rate for royalty fees is 10%, unless the rate is reduced under a tax treaty.

25. What are the main taxes payable by a seller on the sale or transfer of the main IPRs?

The sale of IPRs is subject to the same taxes as IP licences (*see Question 24*), namely VAT (standard rate of 10%) and CIT (standard rate of 20%).

Cross-border issues

26. Are foreign IPRs recognised in your jurisdiction?

Patents

Foreign patents are not recognised in Vietnam.

Utility models

See above, *Patents*.

Trade marks

Trade mark rights are territorial rights in Vietnam. Therefore, foreign registrations are not recognised in Vietnam. However, unregistered well-known trade marks are protected to a certain extent under Vietnamese domestic law, as well as under international treaties that require the protection of well-known trade marks in Vietnam.

Copyright

Vietnam recognises copyright works originating in jurisdictions that are party to the Berne Convention for the Protection of Literary and Artistic Works 1886. While copyright arises on fixation of the work, copyright registration in the country of creation is very useful for copyright enforcement in Vietnam.

Design rights

Foreign design patents are not recognised in Vietnam.

Reform

27. Summarise any proposals for reform to the main IPR laws.

An amended version of the Law on Intellectual Property came into effect on 1 November 2019, with the aim of bringing Vietnamese law in line with the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP). The amendments focus on various aspects of IP, especially the enforcement of IP rights. However, there are still a number of points under the CPTPP that have not yet been addressed, such as the registration of sound and scent marks.

Vietnam also recently entered into the EU-Vietnam Free Trade Agreement (EVFTA), which sets out additional IP requirements that will require further amendment of the law. It is expected that all the amendments required under the newly signed agreements may be included in the comprehensive reform of IP law in 2021.

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