

[WARNING - This sample agreement is only one possible example and is for reference purposes only. It may not meet the needs of specific transactions, and no recommendation is made as to the content of any of the clauses contained herein. Please consider the content of the individual clauses contained herein by also referring to the content of the main text of the Report. You should consult a qualified attorney for your specific needs. Neither the Japan External Trade Organization (JETRO) nor the parties involved in the preparation of this sample agreement assume any responsibility or liability for any use hereof.]

EMPLOYEE CREATION AGREEMENT

Employer: _____(full name and address)_____

Employee: _____(full name and address)_____

1. Employee hereby acknowledges that the right to register any inventions or industrial designs created by Employee in the course of his or her employment agreement with Employer (“**Employee Inventions**” or “**Employee Designs**”) belongs to Employer. Employee shall execute any documents and do all things required to facilitate the registration of the Employee Inventions and/or Employee Designs in the name of the Employer.
2. Employee hereby acknowledges that remuneration for all Employee Inventions and Employee Designs is already included in the salary or other compensation etc. paid by Employer to Employee, and that Employee hereby waives the right under Article 122.3 and Article 135 of the Intellectual Property Law of Vietnam to make any claim against Employer for remuneration.
3. Employee hereby acknowledges that the following rights pertaining to works created by Employee in the course of his or her employment agreement with Employer (“**Employee Works**”) belong to Employer as of the time of such creation, and that Employee may not make any claim against Employer for remuneration pertaining to an Employee Work.
 - (i) to publish the Employee Work or authorize another person to do so
 - (ii) to create derivative works
 - (iii) to perform the Employee Work to the public;
 - (iv) to reproduce the Employee Work;
 - (v) to circulate to the public the original or copies of the Employee Work ;
 - (vi) to publicly transmit the Employee Work; or
 - (vii) to lease the original or copies of the Employee Works including cinematographic works or computer programs.

To the extent permitted by applicable laws, Employee hereby agrees not to exercise the following rights pertaining to Employee Works:

- (i) to name the Employee Work;
 - (ii) to put his or her real name or pseudonym in the Employee Work, or to have his or her real name or pseudonym mentioned when the Employee Work is published or used; or
 - (iii) to protect the integrity of the Employee Work, or to object to any alteration, mutilation, distortion or other modification in any form.
4. This Agreement is written in the Japanese and Vietnamese languages. In case of any inconsistency between both language versions, the Japanese language version shall prevail.
 5. This Agreement shall bind and inure to the benefit of both parties and their successors and assigns. This Agreement shall survive the expiration, termination or cancellation of any other agreement or business relationship between both parties. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any delay in or failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision. No right, benefit or obligation under this Agreement shall be deemed waived except by a written instrument signed by the

party against whom such waiver is alleged. This Agreement may not be amended except by a written instrument signed by both parties.

6. Any dispute which arises from or is in connection with this Agreement or its implementation shall be submitted to the competent Court of Vietnam. During any litigation process, each party remains obligated to perform all its obligations under this Agreement. The formation, execution, validity and interpretation of this Agreement, and the settlement of disputes, shall be governed by the laws of Vietnam.

By signing this Agreement, both parties agree to comply with the above terms.

Employer

Employee

Authorised Signature

Authorised Signature

(Designated Representative (please print name))

Company Seal:

Date: