

## **Vietnam**

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### **Laws and institutions**

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#### **1 Multilateral conventions relating to arbitration**

**Is your country a contracting state to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards? Since when has the Convention been in force? Were any declarations or notifications made under articles I, X and XI of the Convention? What other multilateral conventions relating to international commercial and investment arbitration is your country a party to?**

On 12 September 1995, Vietnam became a signatory to the 1958 New York Convention, which came into force on 11 December 1995. Vietnam made three reservations under the Convention. Accordingly, foreign arbitral awards are enforceable in Vietnam only when:

- The award is made in the territory of another contracting state;
- Disputes arising out of legal relationship, whether contractual or not, that are considered as commercial under Vietnamese law; and
- With regard to awards made in the territory of non-contracting states, Vietnam will apply the Convention only to the extent to which those states grant reciprocal treatment.

Vietnam has not acceded to any other multilateral conventions relating to international commercial and investment arbitration.

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#### **2 Bilateral investment treaties**

**Do bilateral investment treaties exist with other countries?**

According to the United Nations Conference on Trade and Development (UNCTAD), Vietnam is reported to be a party in bilateral investment treaties with 60 other countries.

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#### **3 Domestic arbitration law**

**What are the primary domestic sources of law relating to domestic and foreign arbitral proceedings, and recognition and enforcement of awards?**

The primary statutes governing arbitral proceedings as well as the recognition and enforcement of awards in Vietnam are the 2010 Law on Commercial Arbitration (the “**LCA**”), the 2008 Law on Enforcement of Civil Judgments (the “**LECJ**”) and the 2004 Civil Procedure Code as amended in 2011 (the “**CPC**”). The LCA generally governs arbitration proceedings in Vietnam, while the CPC contains a whole chapter that deals with the recognition of foreign awards in Vietnam. The LECJ has detailed provision dealing with the enforcement of both domestic and recognised foreign arbitrations awards. As arbitration agreement is considered as “civil transaction”, the Civil Code, passed on June 14, 2005 (the “**Civil Code**”) is referred to on various matters such as interpretation of arbitration agreement, fraud and coerce in conclusion of arbitration agreement, legal capacity to conclude the arbitration agreement, etc

Additionally, there are by-laws guiding the implementation of the said legislation, there are by-laws (Degrees, Circulars or Resolutions etc.) guiding the implementation of the said legislation, such as the Resolution 01/2014/NQ-HDTP of the Council of Judges of the Supreme Peoples Court to provide guidance on certain provisions of the LCA, passed on 20 March 2014 and came into force as from 01 July 2014 (the “**Resolution 01/2014**”) or Governmental Decree No. 63/2011/ND-CP on detailing and guiding certain articles of the LCA on arbitral institutions. The Resolution 01/2014 is one of the most important legislation regulating arbitration in Vietnam where Supreme Peoples Court (i) explains numerous vague legal provisions on validity of arbitration agreement and grounds for setting aside arbitral award, (ii) clarifies the supervisory and supporting role of domestic courts and (iii) extend court supporting power over foreign arbitration seated in Vietnam.

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#### **4 Domestic arbitration and UNCITRAL**

**Is your domestic arbitration law based on the UNCITRAL Model Law? What are the major differences between your domestic arbitration law and the UNCITRAL Model Law?**

Provisions of the UNCITRAL Model Law have, to some degree, been adopted by the LCA. However, by virtue of local circumstances, there are certain differences between the two instruments, namely:

- the LCA stipulates certain matters that are not provided under the UNCITRAL Model Law, notably, fundamental principles in settling disputes, state administration of arbitration, absence of parties and arbitration fees. Further, ad hoc arbitration awards are required to be registered with national courts in order to guarantee their enforceability;
- the LCA sets out the qualifications of arbitrators to ensure that disputes are settled by reliable tribunals, on which issue the UNCITRAL Model Law is silent. Under the LCA, the parties may also request the arbitral tribunal to mediate for the parties to reach an amicable agreement and resolve their dispute; and
- the LCA provides that one of grounds for setting aside arbitral awards as being contrary to fundamental principles of Vietnamese laws instead of public policy as under the UNCITRAL Model law. This is a controversial issue among legal practitioners and legislators in Vietnam, and it should be noted that fundamental principles of Vietnamese laws also form a ground for the Vietnamese courts to refuse recognition of foreign arbitral awards.

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#### **5 Mandatory provisions**

## **What are the mandatory domestic arbitration law provisions on procedure from which parties may not deviate?**

The parties are free to agree on certain procedural aspects of the arbitral proceedings where the LCA specifies if the parties agreed Provisions on arbitration procedure without such phrase are arguably mandatory provisions, at least from the perspective of national courts in considering application to set aside, and therefore such provisions are recommended to be strictly complied with, for example:

- order for service of notices;
  - procedure for submission of statement of claim, statement of defence and counterclaim;
  - notification of statement of claim and counterclaim;
  - procedure for replacement of the arbitrator;
  - procedure for the arbitral tribunal to consider the validity of arbitration agreement and its jurisdiction;
  - procedure for petition and resolution of the petition against the decision of the arbitral tribunal on the validity of the arbitration agreement and jurisdiction of the arbitral tribunal;
  - procedure for the hearing when a party fails to attend;
  - procedure for postponement of the hearing;
  - procedure for a stay of the proceedings;
  - procedures for an arbitral tribunal to order, amend, supplement or remove an interim relief;
  - procedure for registration of an ad hoc arbitral award;
  - procedure for rectification of arbitral award;
  - procedure for challenging an arbitral award; and
  - procedure for the resolution of the petition requesting an arbitral award to be set aside.
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## **6 Substantive law**

### **Is there any rule in your domestic arbitration law that provides the arbitral tribunal with guidance as to which substantive law to apply to the merits of the dispute?**

Pursuant to the LCA, the arbitral tribunal applies Vietnamese laws to disputes without foreign elements. Parties to a dispute involving foreign elements on the other hand are free to choose the applicable law and the arbitral tribunal is bound to apply such a law. Where there has been no agreement between the parties, the arbitral tribunal shall apply the law that it deems most appropriate. It should be noted that disputes with foreign elements and related to immovable properties situated in Vietnam are within the exclusive jurisdiction of the Vietnamese courts and are subject to Vietnamese laws.

A civil relation with foreign elements is defined under the 2004 Civil Code of Vietnam as:

- a relationship in which at least one of the related parties is a foreign body, organisation or individual, or is a Vietnamese residing overseas;
- involving a transaction between the related parties who are Vietnamese citizens or organisations but the basis for the establishment, modification, or termination of such a transaction was the law of a foreign country; or
- the dispute arose in a foreign country, or the assets involved in the dispute are located in a foreign country.

One important note is that the new Law on Investment, passed by the National Assembly on 26 November 2014 and come into force as from 01 July 2015. Under Article 4.4 of the new Law on Investment, dispute involving Economic Organizations with more than 51% foreign invested capital pursuant to Article 23.1 of said law can be resolved under foreign law, leaving the possibility of foreign law applicable to dispute without any of the three above-mentioned “foreign element”.

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## **7 Arbitral institutions**

### **What are the most prominent arbitral institutions situated in your country?**

The most prominent arbitral institution among seven arbitration centres in Vietnam is the Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry (the VIAC).

In respect of disputes with foreign elements, the VIAC Rules of Arbitration prescribe no requirement that an arbitrator needs to be selected from its list of arbitrators. There is also no restriction in relation to the language of the agreements, or applicable law, as long as the parties agreements meet the requirement of Vietnamese norms. Fees cover remuneration of arbitrators and the VIACs administrative fees are calculated based on the amount in dispute, which is fixed and announced on its website.

For further information about the VIAC, its contact information is as follows:

Vietnam International Arbitration Centre (VIAC)

No. 9 Dao Duy Anh Street

Hanoi, Vietnam

Tel: +84 43 574 2021/4001

Website: [www.viac.org.vn/en-US/Home/default.aspx](http://www.viac.org.vn/en-US/Home/default.aspx)

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## **Arbitration agreement**

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## **8 Arbitrability**

### **Are there any types of disputes that are not arbitrable?**

The LCA extends the authority of arbitrators to various types of disputes that arise from commercial activities, disputes between parties where at least one of the parties is engaged in commercial activities and disputes that are required to be resolved or capable of being resolved by arbitration. The term commercial is interpreted in accordance with Vietnamese commercial law as activities for profit-making purposes, including, not only the sale or purchase of goods and the provision of services, but also investment activities and commercial promotions, a definition intended to correspond to the meaning of commercial activities in international practice, thus extending the jurisdiction of the arbitral tribunal in line with the UNCITRAL Model Law.

Although the LCA does not set out the type of matters that shall not be arbitrated, the usual restrictions on arbitrability under Vietnamese law would apply. For example, matters of administrative and criminal origin, matrimonial, employment disputes and other matters purely of private nature.

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## **9 Requirements**

### **What formal and other requirements exist for an arbitration agreement?**

Article 16.2 of the LCA prescribes that an arbitration agreement must be in writing, which also must include:

- a telegram, fax, telex, e-mail or other form provided by law;
- written information between the parties;
- an agreement prepared in writing by a lawyer, notary public or competent organisation at the request of the parties;
- reference by the parties during the course of a transaction to a document such as a contract, source document, company charter or other similar documents that contain an arbitration agreement; or
- an exchange of statements of claim and defence that establishes the existence of an agreement proposed by one party and not denied by the other party.

Pursuant to the above provisions, an agreement that has been concluded orally or failed to be recorded shall not be considered as being in writing. The said lack of formal requirements can be rectified by the subsequent conduct of parties, for example, by signing a new arbitration clause with express or implying agreement to arbitrate the dispute. In any event, an arbitration agreement may be included in the terms and conditions of a contract or concluded after the occurrence of the dispute.

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## **10 Enforceability**

### **In what circumstances is an arbitration agreement no longer enforceable?**

In addition to the inarbitrability of the dispute, the enforceability of the arbitration agreement may also be affected if the arbitration agreement is invalid or incapable of being performed.

There are five other grounds that a party can invoke to claim that an arbitration agreement is invalid:

- the person who entered into the arbitration agreement lacked the authority;
- the person who entered into the arbitration agreement lacked civil legal capacity pursuant to the Civil Code;
- the arbitration agreement lacks a formal requirement;

- one of the parties has been deceived, threatened or coerced during the formulation of the arbitration agreement and requests a declaration that the arbitration agreement is void; or
- the arbitration agreement breaches a prohibition of the laws.

Meanwhile, the definition of an arbitration agreement incapable of being performed is defined under the Resolution 01/2014 as one of the following exclusive circumstances:

1. The parties have agreed to resolve the dispute at a specific arbitration centre but such centre has ceased to operate without any successor arbitration centre, and the parties fail to agree on other arbitration centre to resolve the dispute.
2. The parties have agreed on the choice of Arbitrator for an ad hoc arbitration, but at the time a dispute arises, that Arbitrator is unable to conduct the arbitration because of a force majeure event or for any other objective reason, or the arbitration centre or the Court cannot find an Arbitrator as the parties have agreed, and the parties fail to agree on any alternative arbitrator.
3. The parties have agreed on the choice of Arbitrator for an ad hoc arbitration but at the time a dispute arises, the Arbitrator refuses the appointment or the relevant arbitration centre refuses to appoint that Arbitrator and the parties fail to agree on any alternative Arbitrator.
4. The parties have agreed to resolve the dispute at a specific arbitration centre but have also agreed to apply the Rules of Arbitration of another arbitration centre, and the charter of the arbitration centre chosen for the dispute resolution does not allow the application of the rules of any other arbitration centre; and the parties fail to agree to apply the rules of the chosen arbitration centre.
5. Goods and/or service providers and consumers already have an arbitration clause in the standard conditions for the provision of goods and/or services which are pre-determined by the providers but when a dispute arises, the consumers do not agree to use Arbitration to resolve the dispute

Under Resolution 01/2014, upon being noticed of the existence of an arbitration agreement, the Court has the obligation to refuse the enrolment or return the Statement of claims of one party bound by that arbitration agreement, barring the situations numbered 1, 2, 3 & 5 as stated above where the arbitration agreement is obviously incapable of being performed.

## **11 Third parties – bound by arbitration agreement**

### **In which instances can third parties or non-signatories be bound by an arbitration agreement?**

The LCA does not contain any specific provision relating to third parties or non-signatories being bound by an arbitration agreement. Nevertheless, there are circumstances in which a third party may be deemed to be involved:

- as an agency: a signatory acting as an agent within his or her authority may bind the non-signatory principal;

- incorporation by reference: an arbitration clause may be incorporated by reference into another agreement to bind non-
- signatories of the arbitration clause who have actually executed the other agreement; and
- assumption: a party by its conduct may assume the obligation to arbitrate.

However, the above circumstances are still subject to debate and may only be applicable on a case-by-case basis.

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## **12 Third parties – participation**

**Does your domestic arbitration law make any provisions with respect to third-party participation in arbitration, such as joinder or third-party notice?**

There is no specific provision under the LCA relating to the participation of third parties in arbitration. Since the jurisdiction of an arbitral tribunal derives from the mutual consent of the parties, no third party may be forced to enter into arbitration unless an arbitration clause or agreement to submit to arbitration has been executed by such a person. Therefore, according to a conservative interpretation, if a party, for example, a manufacturer, did not take part in a bilateral agreement executed between a seller and an end-user, the manufacturer cannot participate in the arbitration unless all parties consent to it.

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## **13 Groups of companies**

**Do courts and arbitral tribunals in your jurisdiction extend an arbitration agreement to non-signatory parent or subsidiary companies of a signatory company, provided that the non-signatory was somehow involved in the conclusion, performance or termination of the contract in dispute, under the group of companies doctrine?**

Under the LCA, there is neither a provision nor a case related to non-signatory parent or subsidiary companies of a signatory company. Thus, this is a matter that has not been clearly resolved or tested under Vietnamese laws.

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## **14 Multiparty arbitration agreements**

**What are the requirements for a valid multiparty arbitration agreement?**

There is no specific requirement for multiparty arbitration agreements under the LCA. Therefore, the general requirements for a valid arbitration agreement under the LCA and a valid civil transaction under the Civil Code expectedly apply to multiparty arbitration agreement.

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## **Constitution of arbitral tribunal**

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## **15 Eligibility of arbitrators**

**Are there any restrictions as to who may act as an arbitrator? Would any contractually stipulated requirement for arbitrators based on nationality, religion or gender be recognised by the courts in your jurisdiction?**

Article 20 of the LCA stipulates a list of compulsory qualifications for arbitrators, such as possessing university diplomas and having worked in the field of their study majors for five years or more. In special cases, an expert with high qualifications and considerable practical experience who fails to satisfy the above requirements may still be selected to act as arbitrator. Active judges, prosecutors, investigators, executors and public employees working at the peoples courts, public prosecutors, investigating agencies and judgment-executing agencies are not allowed to act as arbitrators.

Consequently, foreign nationals who meet these requirements can also serve as arbitrators. The regulation on criteria of arbitrators under Vietnamese laws is deemed to be too strict in comparison with the Model Law, which explicitly respects the principle of party autonomy. However, in the Vietnamese context where arbitration has not yet been widely utilised, it is necessary, in the view of Vietnamese lawmakers, to provide specific qualifications of arbitrators to assure the effectiveness of the dispute settlement proceedings.

Since the LCA does not provide any rule on the selection of arbitrators from a list of arbitrators, parties are free to select their own arbitrators in ad hoc arbitration. However, as there is a public list of arbitrators for all arbitration centres operating in Vietnam, the court as an appointing authority may well rely on such a list in selecting an arbitrator at the request of a party. In institutional arbitration, an appointment of an arbitrator will depend on the rules of such an institution.

We are not aware of any case whereby the contractual requirement for arbitrators based on nationality, religion or gender is recognised by the Vietnamese courts. However, the party autonomy principle is respected under the LCA and the Resolution 01/2014 also provides that an arbitration agreement is incapable of being performed when there is no arbitrator who meets the requirements as agreed by the parties. Therefore, in theory, it is possible for parties to agree on any qualification for arbitrators.

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## **16 Default appointment of arbitrators**

### **Failing prior agreement of the parties, what is the default mechanism for the appointment of arbitrators?**

With regard to institutional arbitration, if parties do not have their prior arrangements or if the chosen arbitration centre does not have specific rules for the selection of arbitrators, then each party shall appoint one arbitrator. The party-appointed arbitrators shall appoint the presiding arbitrator. Failing to do so, the president of the arbitration centre will appoint the chair arbitrator. In the case of a sole arbitrator, the president of the arbitration centre will appoint the arbitrator at the request of one or both parties.

The same procedure is applied with regard to ad hoc arbitration. However, an appointing authority as agreed by the parties or a competent court shall appoint an arbitrator at the request of one or both parties.

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## 17 Challenge and replacement of arbitrators

**On what grounds and how can an arbitrator be challenged and replaced? Please discuss in particular the grounds for challenge and replacement, and the procedure, including challenge in court. Is there a tendency to apply or seek guidance from the IBA Guidelines on Conflicts of Interest in International Arbitration?**

There are four express grounds in the LCA under which an arbitrator can be challenged:

- the arbitrator is a relative or the representative of a party;
- the arbitrator has certain benefits related to the dispute;
- there is clear ground that the arbitrator is not impartial or objective; and
- the arbitrator previously acted as a mediator or representative or lawyer of any party before the dispute is brought to arbitration, unless the parties provide their written consent that this was acceptable.

If one of the above situations arises, the arbitrator must refuse to handle the case, otherwise the parties can request for the arbitrator to be replaced. It should be noted that there are no explicit provisions, guidance or definitions on impartiality, objectivity or arbitrators benefits. Codes of conduct for arbitrators have been issued by some arbitration centres such as the VIAC, which is also considering adopting the IBAs Rules on Ethics of International Arbitrators and the IBAs Guidelines on Conflict of Interests in International Arbitration. However, a professional body who supervises any Code of Ethics of Arbitrators on national level, such as the Association of Arbitrators as provided in Article 22 of the LCA, has not been founded yet.

Authority to decide on the replacement of an arbitrator belongs to the remaining members of the arbitral tribunal, the chairman of the arbitration centre (in the case of institutional arbitration) or the court (in the case of ad hoc arbitration), depending on the actual case.

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## 18 Relationship between parties and arbitrators

**What is the relationship between parties and arbitrators? Please elaborate on the contractual relationship between parties and arbitrators, neutrality of party-appointed arbitrators, remuneration, and expenses of arbitrators.**

The LCA is silent on the legal nature of the relationship between parties and arbitrators. The view that a contractual relationship exists between the arbitrators and the parties appointing him/her is unfamiliar to Vietnamese arbitration and thus is not explored in any courts decision or legislation making.

Party-appointed arbitrator and presiding arbitrator are under the same requirement of impartiality and independence. In accordance with the provisions of the LCA, an arbitrator has the obligation to be independent during the dispute arbitration process to ensure that the resolution of a dispute is impartial,

speedy and prompt regardless of which party has appointed him or her. Hence, an arbitrator has the obligation to disclose any circumstance that may affect his or her objectiveness and impartiality.

Concerning remuneration and expenses of arbitrators, such remuneration is set in their contracts in ad hoc arbitration, and in the schedule of fees in institutional arbitration.

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## **19 Immunity of arbitrators from liability**

### **To what extent are arbitrators immune from liability for their conduct in the course of the arbitration?**

Under Vietnamese law there is no immunity for arbitrators or judges. Therefore, arbitrators may be held liable to the parties under the general principles of contract law and tort, for example, as provided in article 49(5) of the LCA, which stipulates that if an arbitral tribunal orders a different form of interim relief or interim relief that exceeds the scope of the application by the applicant, thereby causing loss to a party or to a third party, then the party incurring the loss shall have the right to claim for compensation in accordance with the law on civil proceedings.

The judges liabilities are stipulated in a number of legal provisions (e.g., article 620 of the 2005 Civil Code), and it is interesting to note that judges can also be criminally prosecuted for illegally issuing a judgment under article 295 of the 1999 Penal Code of Vietnam.

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## **Jurisdiction and competence of arbitral tribunal**

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### **20 Court proceedings contrary to arbitration agreements**

#### **What is the procedure for disputes over jurisdiction if court proceedings are initiated despite an existing arbitration agreement, and what time limits exist for jurisdictional objections?**

Where the parties in dispute already have an arbitration agreement but one party commences court proceedings, the court must refuse to accept jurisdiction unless:

- There has been a Court decision to set aside the arbitral award or to set aside the decision of the Arbitral Tribunal on recognizing the parties agreement;
- There has been a decision by the Arbitral Tribunal to stay the dispute resolution process as provided in Article 43.1, Article 59.1(a)(b)(d) and (dd) LCA;
- The dispute falls within the scope of Clauses 1, 2, 3 and 5 of Article 4 of Resolution 01/2014 (as cited in Answer no. 10)

As a result, even alleged invalidity of arbitration agreement is not a reason for the Courts to seize jurisdiction. Furthermore, the Resolution 01/2014 requires Courts to mechanically refuse enrolment/return statement of claims even when there is no request from the opposing party – a slight deviation from the UNCITRAL Model Law and New York Convention to adapt with general local courts proceedings under the CPC.

If a court proceeds to hear a dispute despite the existence of an arbitration agreement, objections on jurisdiction can be raised within the preparation period leading up to the hearing or at the hearing itself, pursuant to the CPC. The dispute over jurisdiction may also create a ground for appeal or review of a court ruling.

The time limits for jurisdictional objections are 30 days from the date of receipt of the request for arbitration under the LCA and 15 days from the date of receipt of the notice of enrolment of claim by the court under the CPC and they are extendable. However, it should be noted that under the Resolution 01/2014, the Court, if being aware of the existence of arbitration agreement during the consideration of the case, still has to return the statement of claims and stayed the case. As can be inferred from the Resolution 01/2014, this is an independent obligation of the Court and may remain even after the expiration of the stated time-limit for one party to object the courts jurisdiction in case there is an arbitration agreement.

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## **21 Jurisdiction of arbitral tribunal**

**What is the procedure for disputes over jurisdiction of the arbitral tribunal once arbitral proceedings have been initiated and what time limits exist for jurisdictional objections?**

An objection to the arbitral tribunals jurisdiction should be raised at the same time as the respondents first submission. During the dispute resolution process, the parties may also make a complaint to the arbitral tribunal if they find that the tribunal has exceeded its jurisdiction. Otherwise, they may be deemed as having waived their right to object.

The arbitral tribunal must, before dealing with the merits of a dispute, consider their jurisdiction over the dispute in accordance with Article 43 of the LCA. Within five (05) working days from the date of receipt of the arbitral decision on jurisdiction, a party has the right to petition to a competent court to review such a decision – be it negative or positive finding on jurisdiction from the Tribunal. The decision of the court shall be final and cannot be appealed. While the competent Court is reviewing the Decision on Jurisdiction of the Tribunal, the arbitration may still proceed.

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## **Arbitral proceedings**

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### **22 Place and language of arbitration**

**Failing prior agreement of the parties, what is the default mechanism for the place of arbitration and the language of the arbitral proceedings?**

For disputes that do not involve a foreign element, the Vietnamese language must be used in arbitration proceedings except in cases where the dispute involves at least one party who is an enterprise with foreign invested capital. If a party in the dispute cannot use Vietnamese, then it may enlist an interpreter. For disputes with foreign elements and disputes in which at least one party is an enterprise with foreign invested capital, if

the parties do not have an agreement, the language to be used in the arbitration proceedings shall be as decided by the arbitral tribunal pursuant to article 10 of the LCA.

If the parties do not have an agreement on the place of arbitration, then the location shall be as decided by the arbitration tribunal. The seat of arbitration and the place of hearing can be either within the territory of Vietnam or abroad as allowed by article 11 of the LCA.

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## **23 Commencement of arbitration**

### **How are arbitral proceedings initiated?**

Unless otherwise agreed by the parties, the time of commencement of the arbitration proceedings shall either be upon receipt by the arbitration centre of a statement of claim from the claimant in the case of a dispute resolution at an arbitration centre or upon receipt by the respondent of a statement of claim from the claimant, accompanied with the arbitration agreement and originals or copies of relevant materials in the case of ad hoc arbitration.

A statement of claim shall contain the following particulars:

- the date on which the statement of claim is made;
  - names and addresses of the parties and names and addresses of witnesses, if any;
  - summary of the matters in dispute;
  - grounds and evidence, if any, of the claim;
  - specific relief sought by the claimant and value of the dispute; and
  - the name and address of the person whom the claimant selects as arbitrator or request for an arbitrator to be appointed.
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## **24 Hearing**

### **Is a hearing required and what rules apply?**

According to articles 54 to 59 of the LCA, the parties, in theory, are free to reach a mutual agreement not to have a hearing. Article 56.3 specifically allows the arbitral tribunal to decide the dispute without the actual presence of the parties and to consider the dispute on documents alone.

Unless agreed by the parties, decisions on the time and location for holding hearing sessions shall be made by the arbitration tribunal or in accordance with the rules of the arbitration centre. With the consent of the parties, the arbitral tribunal may allow other persons to attend the hearing.

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## 25 Evidence

**By what rules is the arbitral tribunal bound in establishing the facts of the case? What types of evidence are admitted and how is the taking of evidence conducted?**

Unlike court proceedings, the arbitral tribunal is not bound to comply with rules on evidence as provided in the CPC. There is no statutory restriction on the types of evidence admissible in arbitration, either.

The taking of evidence is conducted flexibly. Under the LCA, the parties have the right and duty to provide evidence to the arbitral tribunal. The arbitral tribunal, on its own initiative or at the request of one or both parties, may summon witnesses, seek an assessment or evaluation of assets, consult expert opinions, as well as conduct fact-finding with third parties. During the dispute resolution process, the arbitral tribunal also has the right to meet or hold discussions with one party in the presence of the other by appropriate methods to clarify issues relevant to the dispute. The rules are silent on whether the tribunal can refuse parties requests or the requirements for such requests to be valid.

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## 26 Court involvement

**In what instances can the arbitral tribunal request assistance from a court and in what instances may courts intervene?**

Overall, the Court involvement in arbitration may be categorized as “supporting” and “supervisory”.

On the supporting role, the arbitral tribunal can request courts assistance on collecting evidence and summoning witness. In addition, the Court may also apply interim measures, appoint and replace arbitrators in ad hoc arbitration, and register ad hoc arbitral award. Refusing jurisdiction to endorse an arbitration agreement as provided in Resolution 01/2014 can also be considered as supportive of arbitration.

On the supervisory role, the Court may review the decision of the Tribunal on jurisdiction, consider application to set aside the arbitral award and consider damages on wrongful application of interim measure by the Tribunal.

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## 27 Confidentiality

**Is confidentiality ensured?**

One basic principle for dispute resolution stipulated by the LCA is that dispute resolution by arbitration shall be conducted in private unless parties agreed otherwise. Thus, it can be understood that the confidentiality of the proceedings as well as the dispute itself must be ensured. The arbitral tribunal has the statutory obligation to keep confidential the material submitted and information disclosed in the proceedings, as well as the content of the case in general, unless the tribunal is required to provide information to a competent state authority in accordance with the law. However, it is not exactly clear as to whether the parties themselves are under an implicit obligation of confidentiality, and if yes, how such an obligation should extend. It should also

be noted the confidentiality of the award and subsequent enforcement procedures by the parties themselves is not definite, especially for cases which attract public attention.

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## **Interim measures and sanctioning powers**

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### **28 Interim measures by the courts**

#### **What interim measures may be ordered by courts before and after arbitration proceedings have been initiated?**

Competent courts have the authority to order any type of interim relief that is available to arbitral tribunals under the LCA as well as a number of other exclusive reliefs under the CPC. Interim relief, however, may only be ordered by courts after the submission of a statement of claim. If a party requests an interim relief before the initiation of the arbitration proceedings, the relief may not be ordered by either the arbitral tribunal or courts as the LCA was not designed to enable this.

Interim relief comprises:

- prohibition of any change in the status quo of the assets in dispute;
- prohibition of acts by or ordering one or more specific acts to be taken by a party in dispute aimed at preventing conduct adverse to the process of the arbitration proceedings;
- attachment of the assets in dispute;
- requirement of preservation, storage, sale or disposal of any of the assets of one or all parties in dispute;
- requirement of interim payment of money as between the parties; and
- prohibition of transfer of property rights of the assets in dispute.

Other relevant interim reliefs under article 102 of the CPC are:

- freezing of accounts at banks, other financial institutions or state treasuries;
- freezing of assets at places of deposit; and
- freezing of obligors assets.

The interim reliefs prescribed under Article 102 of the CPC but not mentioned in the LCA are within the exclusive power of the court.

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### **29 Interim measures by an emergency arbitrator**

**Does your domestic arbitration law or do the rules of the domestic arbitration institutions mentioned above provide for an emergency arbitrator prior to the constitution of the arbitral tribunal?**

Vietnamese law is silent on the provision of an emergency arbitrator prior to the constitution of arbitration tribunal. All applications for interim relief before the arbitral tribunal is constituted, as mentioned above, need to resort to the jurisdiction of a competent court.

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### **30 Interim measures by the arbitral tribunal**

**What interim measures may the arbitral tribunal order after it is constituted? In which instances can security for costs be ordered by an arbitral tribunal?**

It should be noted that the arbitral tribunals power to order interim relief is within the points outlined in question 28 only under article 49.2 of the LCA including:

- prohibition of any change in the status quo of the assets in dispute;
- prohibition of acts, or ordering one or more specific acts to be taken, by a party in the dispute aimed at preventing conduct adverse to the process of the arbitration proceedings;
- attachment of the assets in dispute;
- requirement of preservation, storage, sale or disposal of any of the assets of one or all parties in dispute;
- requirement of an interim payment of money as between the parties; and
- prohibition of the transfer of property rights of the assets in dispute.

Before the application of an interim relief, the arbitral tribunal can require the applicant to provide financial security by way of a bank guarantee or cash payment, etc, in accordance with article 49.4 of the LCA.

As previously explained, one party may request competent courts for interim relief after the submission of a statement of claim. Such a party will lose the right to further petition the arbitral tribunal for the same interim relief. However, a party also cannot request the courts to order an interim relief if it has previously done so with the arbitral tribunal, except where the relief does not fall within the tribunals authority. Alternatively put, there cannot be the same interim relief ordered concurrently by a court and an arbitral tribunal in arbitration proceedings, unless one of which can only be exclusively applied by the court.

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### **31 Sanctioning powers of the arbitral tribunal**

**Pursuant to your domestic arbitration law or the rules of the domestic arbitration institutions mentioned above, is the arbitral tribunal competent to order sanctions against parties or their counsel who use guerrilla tactics in arbitration?**

The LCA and the arbitration rules of the VIAC are silent on the sanctioning powers of the arbitral tribunal or what constitutes forbidden guerrilla tactics. Procedural measures that the arbitral tribunal are expressly permitted to adopt against parties are:

- allocating the arbitration cost, legal fees and associated expenses, particularly where one party requested to postpone the hearing within one week before the actual opening of such a hearing;
- proceeding with the dispute resolution if the respondent failed to appear at the hearing without plausible reasons;
- considering the claimants failure to appear at the hearing without plausible reasons as a withdrawal of request for arbitration; and
- proceeding with the dispute resolution based on readily available evidence where one party refuses to comply with the tribunals order to collect evidence or to verify facts.

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## Awards

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### 32 Decisions by the arbitral tribunal

**Failing party agreement, is it sufficient if decisions by the arbitral tribunal are made by a majority of all its members or is a unanimous vote required? What are the consequences for the award if an arbitrator dissents?**

According to the LCA, notwithstanding the parties agreement, an arbitral award shall be issued on the basis of a majority vote. If voting does not result in a majority decision, then the arbitral award shall be made in accordance with the opinion of the chairman of the arbitral tribunal. The LCA does not contain any provision to address the issue of a dissenting arbitrator. Nevertheless, it can be implied from the principle of a majority vote that the different opinion shall not affect the merit of the arbitral award. Article 61.2 of the LCA further sets out that when an arbitrator does not sign the arbitral award, the arbitral award is still effective and the reason of the award not being signed must be given.

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### 33 Dissenting opinions

**How does your domestic arbitration law deal with dissenting opinions?**

The LCA, in recognizing the majority award and permitting the absence of one arbitrators signatures, neither prohibit nor encourage dissenting opinions. It could also be understood that the LCA allows the parties to agree on this matter or the arbitration centre to reflect this matter on its arbitration rules.

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### 34 Form and content requirements

**What form and content requirements exist for an award?**

An arbitral award must be in writing and contain the following main particulars:

- date and location of issuance of the award;
  - names and addresses of the claimant and respondent;
  - full names and addresses of the arbitrators;
  - summary of the statement of claim and matters in dispute;
  - reasons for issuance of the award, unless the parties agree it is unnecessary to specify reasons for the award;
  - result of the dispute resolution;
  - time limit for enforcement of the award;
  - allocation of arbitration fees and other relevant fees; and
  - signatures of the arbitrators.
- 

### **35 Time limit for award**

**Does the award have to be rendered within a certain time limit under your domestic arbitration law or under the rules of the domestic arbitration institutions mentioned above?**

The arbitral award shall immediately be issued in the session or no later than 30 days from the end of the final hearing. Such a time limit is mandatory and cannot be extended even with parties consent.

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### **36 Date of award**

**For what time limits is the date of the award decisive and for what time limits is the date of delivery of the award decisive?**

The arbitral award must be sent to the parties immediately after the date of its issuance. However, within 30 days from the date of receiving the arbitral award, a party may request the correction of the award or challenge the award. In other words, relevant time limits are counted from the date a party receives the arbitral award.

The strict time-limit of 30 days may sometimes give rise to difficulties during the drafting of the arbitral award, especially for busy arbitrators in complicated cases or in case of dissenting opinions.

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### **37 Types of awards**

## **What types of awards are possible and what types of relief may the arbitral tribunal grant?**

Under the LCA there is a distinction between a decision and an award. The former means a decision of the arbitral tribunal during the dispute resolution process while the latter is a final decision of the arbitral tribunal to resolve the entire dispute and terminate the arbitration proceedings. Thus, under the LCA an award corresponds to a final award. A decision that an arbitral tribunal does not have jurisdiction over a dispute may also be a final award in nature. Normal partial and interim awards on matters such as applicable law may fall within the broad category of arbitral decisions as defined by the LCA. Additionally, the arbitral tribunal may also issue a decision to recognise the parties settlement agreement, which is deemed by the LCA as having the force of an award. The arbitral tribunal may grant any type of relief that they consider appropriate.

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## **38 Termination of proceedings**

### **By what other means than an award can proceedings be terminated?**

The termination of arbitral proceedings can be decided by the chairman of the tribunal when parties agree to do so or when the proceeding cannot continue, for example, in the following circumstances:

- one party, being an individual, dies without anyone inheriting his or her rights and obligations;
- the claimant or respondent, being an agency or organisation, has terminated its operation, becomes bankrupt, dissolved, consolidated, merged, demerged, separated or converted its organisational form without any agency or organisation succeeding to the formers rights and obligations;
- the claimant withdraws its statement of claim or is absent from the hearing pursuant to the LCA, except where the respondent requires the dispute resolution to be continued;
- the parties reach an agreement on the termination of the dispute resolution; or
- the dispute is not within the jurisdiction of the arbitration tribunal or there is no arbitration agreement or such an agreement is void or incapable of being performed.

The arbitral tribunal shall issue a decision staying the arbitration proceedings. If an arbitral tribunal has not yet been established, then the chairman of the arbitration centre shall issue such a decision.

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## **39 Cost allocation and recovery**

### **How are the costs of the arbitral proceedings allocated in awards?**

The LCA provides that the tribunal shall allocate arbitration fees and other relevant fees in the final award. Court fees relating to the arbitration shall be implemented in accordance with the 2009 Ordinance on Charges and Court Fees and the Resolution 01/2012/NQ-HDTP of the Peoples Supreme Court on Guidance on Application of a Number of Provisions of the Law on Court Costs and Court Fees, and is often ranging from

around US\$10 to US\$25. To comply with the parties agreement or the rules of the arbitration centre other fees may be recoverable and will vary on a case-by-case basis.

- A winning party may recover its legal costs from the losing party.
- It should be noted that litigation costs, such as legal fees and expenses of the case, are often not recoverable in Vietnamese court proceedings. Arbitration is the only method of dispute resolution where parties can expect to recover their legal costs. Court practices should therefore not be relied upon for guidance in respect of this issue.

The losing party must pay the arbitration fees, unless otherwise agreed by the parties or otherwise stipulated by the procedural rules of the arbitration centre, or unless the arbitration tribunal makes some other allocation of fees.

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## **40 Interest**

### **May interest be awarded for principal claims and for costs and at what rate?**

The LCA does not contain any provision relating to interest. Awarding interest may fall into the tribunals broad discretion in deciding the case.

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## **Proceedings subsequent to issuance of award**

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## **41 Interpretation and correction of awards**

### **Does the arbitral tribunal have the power to correct or interpret an award on its own or at the parties initiative? What time limits apply?**

The arbitral tribunal may on its own initiative, within 30 days from the date of issuance of the arbitral award, rectify any error in spelling or figures caused by a mistake or incorrect computation in the arbitral award. Similarly, each party has the right to request the tribunal to correct or interpret the arbitral award within 30 days from its receipt of the award.

Furthermore, the Tribunal also has the power to issue an additional award dealing with requests which have been raised during the proceedings but left untouched in the main award.

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## **42 Challenge of awards**

### **How and on what grounds can awards be challenged and set aside?**

There are five grounds that a party can rely on to challenge an arbitral award under the LCA:

- (i) there is no arbitration agreement or the arbitration agreement is null and void;

- (ii) the arbitration proceedings were inconsistent with the agreement of the parties or contrary to the laws;
- (iii) the dispute is outside the jurisdiction of the arbitration tribunal;
- (iv) evidence on which the arbitral tribunal relied to issue the award is forged or improper conduct of an arbitrator prejudices the objectivity and impartiality of the arbitral award; or
- (v) the arbitral award is contrary to the fundamental principles of the law of Vietnam.

A party with sufficient evidence proving that the arbitral tribunal issued the arbitral award in any of the cases prescribed above has the right to submit a petition to the competent court to set aside the arbitral award within 30 days from the date of receipt of such an award. If a petition is lodged out of time due to an event of force majeure, then the duration of such an event shall not be included in the time limit for requesting the arbitral award be set aside. The court shall open a hearing to consider the petition and its decision shall be final and binding.

In applying for an arbitral award to be set aside, the petitioner bears the onus of proof in respect of grounds (i) to (iv). The court itself has the responsibility to collect and verify evidence in order to establish ground (v).

In theory, courts are not allowed to review the merits of the dispute that the arbitral tribunal has already resolved. However, fundamental principles of Vietnamese laws have, in some cases, been relied upon to justify the retrial of disputes.

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### **43 Levels of appeal**

**How many levels of appeal are there? How long does it generally take until a challenge is decided at each level? Approximately what costs are incurred at each level? How are costs apportioned among the parties?**

Decisions of a court regarding the jurisdiction of an arbitral tribunal as well as the challenge of an arbitral award are final and not subject to appeal. Whether cassation procedure is applicable to such kind of decisions of the first-instance court are still debatable, and even the Supreme Peoples Court was hesitant to rule on such an issue in the Resolution 01/2014.

Relevant court fees are regulated by the 2005 Ordinance on Charges and Court Fees and shall be borne by the applicants regardless of the outcome of the court decision. Nevertheless, they are insubstantial, ranging from around US\$10 to US\$15. As already noted, legal costs are not recoverable in Vietnamese court proceedings.

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### **44 Recognition and enforcement**

**What requirements exist for recognition and enforcement of domestic and foreign awards, what grounds exist for refusing recognition and enforcement, and what is the procedure?**

Unless being set aside, arbitral awards rendered by institutional arbitration can be enforced straight after the time limit to implement the awards has run out, in a similar way to domestic court judgments. Ad hoc arbitration awards, on the other hand, are required to be registered with national courts before enforcement.

Foreign arbitral awards, however, must be recognised and permitted for enforcement by a competent Vietnamese court. The awards can be considered for recognition and enforcement in two circumstances, namely:

- where they are declared in countries or by arbitrators of countries that have, together with Vietnam, signed or acceded to the 1958 New York Convention; or
- they are based on the principle of reciprocity.

Applications for recognition and enforcement must be filed with the Ministry of Justice of Vietnam, which will then forward the same to the competent court. A court hearing will later be opened to consider the applications. In theory, the merits of the case shall not be revisited and the court can only refuse recognition of the award based on the following grounds provided in article 370 of the CPC:

- parties have no capacity to sign an agreement under the law applicable to each party;
- the arbitral agreement is legally invalid under the appropriate law as provision in the CPC;
- the judgment debtors being individuals, agencies or organisations were not promptly and properly notified of the appointment of arbitrators and of procedures for resolution of disputes at a foreign arbitration organisation, or could not exercise their procedural rights for plausible reasons;
- foreign arbitral awards are declared on disputes not requested by the parties for resolution or going beyond the request of the parties to the arbitral agreement;
- the foreign arbitration personnel or the procedures for dispute resolution by foreign arbitrations do not comply with the arbitral agreement or with the appropriate law;
- the foreign arbitral awards are not yet legally binding on the parties;
- the foreign arbitral awards have been cancelled or suspended from enforcement by competent bodies of the countries where the awards were pronounced or the countries whose laws have been applied;
- the disputes cannot be resolved by arbitration under Vietnamese law; and
- the recognition and enforcement in Vietnam of the foreign arbitral awards run counter to the basic principles of Vietnamese law.

Court decisions on the recognition of arbitral awards rendered abroad are subject to appeal, though it is still unclear as to whether the appellate decisions may be reviewed by cassation procedure.

## **What is the attitude of domestic courts to the enforcement of foreign awards set aside by the courts at the place of arbitration?**

Foreign awards that are set aside by the courts at the place of arbitration fall within article 370(1) (g) of the CPC. Foreign awards that have been recognized and permitted for enforcement in Vietnam, have full legal effect similar to legally effective domestic court judgments and are enforced in accordance with the same procedures applicable for civil judgments.

Though not particularly concerning annulled foreign arbitral award, domestic courts appear to be reluctant to enforce foreign arbitral awards. According to unofficial statistic revealed in the recent Conferences of the Ministry of Justice assessing the 20-year implementation of New York Convention in Vietnam, the success rate of applications for recognition and enforcement of foreign arbitral awards in Vietnam is not high.

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## **46 Cost of enforcement**

### **What costs are incurred in enforcing awards?**

Costs of enforcement are regulated by the 2008 Law on the Enforcement of Civil Judgment and other guiding by-laws. In particular, according to Decree No. 58/2009/ND-CP of 13 July 2009, detailing and guiding a number of articles of the Law on Enforcement of Civil Judgment regarding procedures for the enforcement of civil judgment, the applicable fee is generally 3 per cent of the total value of money or assets actually received from the enforcement but shall not be over 200 million Vietnamese dong for each application for enforcement.

Court fees for foreign arbitral awards to be recognized and permitted for enforcement range between around 2 million Vietnamese dong and 4 million Vietnamese dong.

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## **Other**

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## **47 Judicial system influence**

### **What dominant features of your judicial system might exert an influence on an arbitrator from your country?**

Vietnam adopts the socialist legal system, which is comparable to civil law jurisdictions. As a result, there is no discovery or production of documents in court proceedings. Written witness statements are common practice. Litigating parties tend to rely on the courts support to discover the facts. This feature exerts a strong influence in arbitration proceedings.

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## **48 Professional or ethical rules applicable to counsel**

**Are specific professional or ethical rules applicable to counsel in international arbitration in your country? Does best practice in your country reflect (or contradict) the IBA Guidelines on Party Representation in International Arbitration?**

There are no specific professional or ethical rules applicable to counsel in arbitration in Vietnam. Lawyers registered to act in Vietnam must adhere to the general professional Code of Conduct 2011 and the code of the Bar which they are members of.

There is also no prevailing practice relating to counsels conduct in arbitration proceedings, and the IBA Guidelines on Party Representation has not yet become familiar in arbitration in Vietnam.

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#### **49 Regulation of activities**

**What particularities exist in your jurisdiction that a foreign practitioner should be aware of?**

Except for the visa requirement, a foreign national who wants to act as a lawyer in Vietnam must have a practising licence issued by the Ministry of Justice. Foreign attorneys are allowed to provide advice on Vietnamese law only if they have a Vietnamese bachelors degree in law and cannot act as barristers in court proceedings, however, this strict requirement is not applicable, as a matter of practice, for arbitration proceedings. To act as arbitrators, they need to meet the compulsory requirements under article 20 of the LCA.

#### **UPDATE & TRENDS**

*Are there any emerging trends or hot topics in arbitration in your country? Is the arbitration law of your jurisdiction currently the subject of legislative reform? Are the rules of the domestic arbitration institutions mentioned above currently being revised?*

#### **Emerging positive trend in Recognition and Enforcement of Foreign Arbitral Awards**

The most discussed topic is recognition and enforcement of foreign arbitral award in Vietnam, which does not come as a surprise given that since 2005, 24/52 applications for recognition and enforcement have been dismissed “due to violation of the Civil Procedure Code of Vietnam” according to a recent report of the Ministry of Justice. It should also be noted that numerous cases are pending, which means that the number of rejected applications could be much higher in the near future. The procedure to consider application for recognition and enforcement of arbitral award is also reported to be onerous with reversal and heavy burden of proof on award creditors instead of award debtor, or the courts reviewing the merits of the arbitral awards, etc.

In the latest development, governmental authorities have concerted to remedy the situation, notably through (i) the internal Guidance No. 246 dated 25 July 2014 setting the guidelines for local Court to abide in considering application of recognition and enforcement of foreign arbitral awards and (ii) the Conferences of the Ministry of Justice assessing the implementation of New York Convention 1958 in Vietnam. Pressure from foreign business communities and governments efforts to improve the investment environment of Vietnam during the negotiation of free trade agreements may also be additional driving forces for positive changes in the near future.

## **Hot topic: SK E & C v. Vinalines case in Peoples Court of Hanoi**

The case revolves around the application of Vinalines, a state-owned corporation, to set aside a VIAC Arbitral Award in favour of SK E&C, a Korean company, in a dispute arising out of a pier construction contract between Vinalines and SK E & C. It is not strange for a Vietnamese company to seek annulment of arbitral award, though the SK E&C stood out at the centre of public attention due to (i) the seizure of Vinalines ships in Korea at the request of SK E&C in enforcing the US\$4 million award against Vinalines despite the pending proceedings before Hanoi Court and (ii) the political pressure from the Ministry of Transport, the Supreme Peoples Court and even the Prime Minister during the courts proceedings.

In October 2014, the Peoples Court of Hanoi finally dismissed the challenge of Vinalines – thereby testing the “setting aside formula” of local parties in escalating any deviation from relevant substantive laws of Vietnam to be a violation of “fundamental principle of Vietnamese laws”. The Decision may also remind local parties of the enforceability of domestic arbitral award in foreign country, and that applying to set aside the arbitral award may no longer be the mighty escape route for recalcitrant award debtor.

What are the main recent decisions in the field of international investment arbitration to which your country was a party? Are there any pending investment arbitration cases in which the country you are reporting about is a party?

### ***Recent Decision: Michael Mackenzie (South Fork) v. Vietnam***

The Michael Mackenzie case is the first “win” of Vietnam regarding investor – state disputes, and has been portrayed by domestic media as one landmark achievement of Vietnamese government in handling investment arbitration – the field which Vietnam barely has any experience on other than the Trinh Vinh Binh case.

According to the official Press Release of the Ministry of Justice of Vietnam, on 18 November 2010, the Claimant Michael L. Mackenzie initiated arbitration against Vietnam under the US - Vietnam BTA on the ground that Vietnamese authorities failed to protect his investments in a resort development project in Vietnam. Particularly, Mr. Mackenzie alleged that the local government of Binh Thuan province, without informing Mr. Mackenzie, had unduly permitted another entity to use the coastal lands, which had been allocated for his resort project under his Investment Certificate. Therefore, Mr. Mackenzie claimed the Vietnamese authorities for unlawful expropriation of his investment, along with violation of Fair and Equitable Treatment provision and Transparency provision. Vietnam, as the Respondent, challenged the jurisdiction of the Tribunal and contested on the merits of Mr. Mackenzies allegations.

The PCA Arbitral Tribunal in December 2013 has upheld Vietnams jurisdictional objections that: (i) Mr. Mackenzie had not made a protected “investment” under the BTA as he failed to demonstrate his ownership and control of the entity; and (ii) Mr. Mackenzie failed to initiate the investor – state arbitration in good faith. Mr. Mackenzie accordingly is liable to compensate for the arbitration costs and the legal fees incurred by Vietnam in pursuing the arbitration.

### ***Pending Case: Dialasie SAS v Vietnam***

In the pending Dialasie case, the company Dialasie SAS initiated arbitration against Vietnam under the France-Vietnam BIT in 2011 to claim compensation for its health-services investment. According to the Ministry of Justice in a training course on investment dispute, Dialasie had a contract with Vietnams security

agency to operate a private dialysis clinic in Ho Chi Minh City but it was closed in 2006 amidst a series of disputes with local health-care authorities. After losing in a VIAC arbitral proceedings against Saigon Coop, a local company, and being enforced the award coercively, Dialasie SAS initiated the investment arbitration against Vietnam.

***Pending case: RECOFI v. Vietnam***

The case *RECOFI v. Vietnam* is another arbitration initiated under the France – Vietnam BIT and conducted under the UNCITRAL Rules. The Claimant, RECOFI, submitted its Notice of Arbitration on July 2013, which is the only update on the proceedings that available for public information.

Due to the sudden raise in the number of investment disputes and given the increasing potential of future cases, the Prime Minister has ratified the *Decision 04/2014/QĐ-TTg of the Prime Minister dated 14 January 2014 on promulgation of regulation on coordination regime in resolution of international investment disputes*. The Decision mainly regulates the cooperation between governmental authorities and protecting counsel in handling a Notice of Dispute submitted by a foreign investor.

*PLEASE PROVIDE AN ANSWER*

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*AUTHOR BIOGRAPHY: Please supply a short 250-word biography for up to three authors:*

**Mr. Nguyen Manh Dzung** is the managing partner of Dzungsr & Associates LLC, who has been ranked by The Asia Pacific Legal 500 2015 edition as the Leading Dispute Resolution Lawyer in Vietnam. He is also an internationally recognised leading specialist in all areas of maritime law, commercial litigation and international arbitration in Vietnam. He was a former Vice President of the Pacific International Arbitration Center (the “PIAC”) in Ho Chi Minh City, Vietnam, and is now a member of the Research Council of the Vietnam International Arbitration Center (the “VIAC”). He is accredited as a Member of the Chartered Institute of Arbitrators (MCI Arb).

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