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In-Depth: Employment Law (formerly The Employment Law Review) is an insightful global survey of the employment law frameworks and related developments in key jurisdictions around the world. It analyses the most consequential current issues faced by employers, including recent case law, legislative and regulatory changes and best practices.

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Vietnam

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Introduction

Employment within Vietnam is governed by legislation that includes, without limitation, the Labour Code, the Law on Social Insurance, the Law on Employment, Decree No. 145/2020/ND-CP, Decree No. 152/2020/ND-CP and Decree No. 70/2023/ND-CP. The key authorities that oversee employment issues include the Ministry of Labour, War Invalids and Social Affairs on a national scope, and the Department of Labour, War Invalids and Social Affairs at the provincial levels, in addition to other relevant bodies.

When it comes to individual labour disputes, the overseeing entities and personnel involved in dispute resolution consist of labour mediators, labour arbitration tribunals and the People's Courts.^[2] Except in specific instances where mediation is not a compulsory first step, individual labour disputes are primarily resolved through mediation by labour mediators. Upon conclusion of mediation, the disputing parties may opt to bring the case to the labour arbitration tribunals or the court for secondary-stage resolution. If the outcome at the second stage does not meet the parties' satisfaction and they had initially chosen to bring the case forth to the tribunal, they maintain the option to escalate the case to the court for a final tier of resolution.^[3]

Year in review

In 2023, two significant policy changes drew considerable attention.

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i Decree No. 13/2023/ND-CP

This Decree focuses on personal data protection and was enacted on 17 April 2023. It represents Vietnam's first comprehensive law on data privacy. This regulatory order stipulates provisions for personal data protection and delineates responsibilities of concerned organisations and individuals in protecting personal data.

ii Decree No. 70/2023/ND-CP

This Decree was issued on 18 September 2023, regarding foreign workers within Vietnam, and the hiring and management of Vietnamese employees working for foreign entities within the nation. It modifies the existing Decree No. 152/2020/ND-CP and, in doing so, effectively relaxes certain regulations while concurrently tightening others pertaining to foreign workers operating within Vietnam.

Significant cases

On 1 October 2023, the Supreme People's Court announced Case Law No. 69/2023/AL concerning the jurisdiction of the Commercial Arbitration in resolving a dispute regarding a non-disclosure and non-compete agreement (NDA).

Originating from Decision No. 755/2018/QĐ-PQTT enacted on 12 June 2018 by the People's Court of Ho Chi Minh City, this case saw the Court affirm the arbitration tribunal's recognition of the NDA's legal validity and compliance, as it was willingly signed by both parties, the employee possessing full legal capacity without any coercion or deceit involved. However, this was not the legal precedent established by the decision and therefore included in the case law. Rather, the legal precedent pertains to the authority of the commercial arbitration over NDAs.

It can be inferred from this case law that, if an NDA is signed between a registered, commercially active company and an employee and if no objections to the jurisdiction of the commercial arbitration are raised during the proceedings, together with the determination of the NDA as a separate agreement, any ensuing dispute falls within the jurisdiction of the commercial arbitration, as per the choice of the parties at the time of signing the NDA.

This case helps us understand that an NDA can be perceived as an agreement distinct from the employment contract, thereby empowering the jurisdiction of the commercial arbitration. Nevertheless, the case fails to illuminate specific criteria for an NDA to be regarded as an agreement separated from the employment contract within its context.^[4] Therefore, it remains at the discretion of the interpreting dispute settlement body whether an NDA is viewed as separate from an employment contract on a case-by-case basis.

Basics of entering an employment relationship

i Employment relationship

Legally, it is essential to have an employment contract in place before the recruitment of an employee.^[5] In the majority of cases, the employment contract should be written, although in select circumstances, an oral agreement is acceptable if its duration is less than one month.^[6]

There are two types of employment contracts recognised by law: an indefinite-term contract and a fixed-term contract, the latter of which can extend up to 36 months.^[7]

The following key content must be included in the employment contract:

1. name and address of the employer, together with the full name and position of the contracting person on the employer's side;
2. name, date of birth, gender, identity card number or passport number, residential address and phone number of the employee agreeing to the contract;
3. the expected job role and workplace location;
4. the duration of the employment contract;
5. salary linked to the job or position, salary payment, schedule for salary payment, allowances and other additional payments;
6. provisions for promotion and salary increment;
7. stipulated working hours and rest periods;
8. personal protective equipment for the employee;

9. social insurance, health insurance and unemployment insurance; and
10. primary and advanced training, along with occupational skill development provisions.^[8]

Moreover, if the employee's position is directly associated with business secrets or technology knowledge as prescribed by law, the employer has the right to sign a written agreement on the protection of the asset, its duration, and the respective benefits and compensations in case of violation.

Should any party wish to modify the contract, that party should notify the other party at least three working days prior.^[9] To implement changes or additions to the signed contract, parties can make appendices.^[10]

ii Probationary periods

In Vietnam, prospective employers and employees may consent to a probationary period, which may be documented in the employment contract itself or as a separate probationary agreement. Nonetheless, a probationary period is not applicable to individuals employed under contracts of less than one month's duration.^[11]

The probationary period, governed by mutual consent and the specific employee's role, can extend from a period of six days to a maximum of 180 days.^[12] Notably, the compensation offered during this probationary phase should be no less than 85 per cent of the intended official salary.^[13]

As for the termination of the probationary period, both the employer and the potential employee reserve the right to terminate the probationary period unilaterally without any prior notice or obligation for compensatory damages. That is to say, no justification or prior notification is needed from either party to terminate the probationary period. Following the conclusion of the probationary term, employers are obliged to inform employees regarding the outcome.^[14]

iii Establishing a presence

A foreign-owned commercial presence can be established in Vietnam in several ways, including as a foreign-invested business entity, a representative office, a branch of a foreign trader or an executive office tied to a foreign investor in a business cooperation contract.^[15]

Even without a formal commercial presence in Vietnam, a foreign company could still be deemed to have formed a permanent establishment (PE) in certain circumstances. A PE is defined as any location where a foreign company conducts part or all of its business activities in Vietnam. This broad definition encompasses not only physical locations but also includes:

1. services offered by employees or other organisations or individuals;
2. agents acting on behalf of a foreign company; and
3. representatives in Vietnam with the authority to sign contracts under the name of a foreign company or those without such authority but who consistently deliver goods or services in Vietnam.^[16]

Regarding the implications of establishing a PE, legally, a foreign company without a PE in Vietnam is only required to pay tax on taxable incomes generated within Vietnam. In contrast, a foreign company with a PE in Vietnam is taxed on income generated both in and out of Vietnam, provided such income is related to the operation of the PE. This includes both income directly related to the PE's operation in Vietnam and income generated outside Vietnam but associated with the PE's activities. In addition, a foreign company with a PE is taxed on income generated inside Vietnam even though such income is not related to the operation of the PE.^[17]

Restrictive covenants

Vietnamese employment law does not expressly define provisions for non-compete clauses or agreements, making their legality an ongoing subject of debate.

The Labour Code of 2019 permits employers to negotiate with employees regarding parameters related to the protection of business secrets and technological know-how, along with associated benefits and compensatory obligations in the event of a violation.^[18]

This is particularly applicable when job responsibilities are directly linked with the elements needing protection. This stipulation aligns with the Law on Intellectual Property, which authorises enterprises to enforce mechanisms safeguarding their intellectual property rights.^[19] Therefore, implementing non-compete clauses or agreements can be viewed as an effective measure empowering employers to protect their proprietary information and technological expertise. The People's Court of Ho Chi Minh City, in Decision No. 755/2018/QD-PQTT dated 12 June 2018, upheld the validity of an NDA provided that it was mutually agreed upon and the employee had full legal capacity without coercion or deceit involved.

Conversely, arguments persist that non-compete clauses infringe on an individual's inherent right to work and make autonomous decisions regarding job selection and workplace locations. Such rights are enshrined in multiple legal statutes and the nation's Constitution.^[20] This perspective was made evident in Judgment No. 420/2019/LD-PT issued on 15 May 2019, by the People's Court of Ho Chi Minh City, and Judgment No. 03/2023/LD-PT delivered on 10 January 2023, by the People's Court of Thanh Hoa Province, both of which invalidated NDAs.

Despite these complexities regarding their validity, in practical terms, employers frequently incorporate non-compete clauses into employment contracts or negotiate separate agreements, especially concerning key personnel.

Wages

i Working time

As per Vietnamese law, standard working hours should not exceed eight hours a day or 48 hours a week. The employer has the authority to specify the daily or weekly working

hours and must communicate this to the employees. If a weekly arrangement is utilised, daily working hours should not exceed 10 and weekly hours should not surpass 48.^[21]

Night work is defined as the period from 10:00 pm to 6:00 am.^[22] While there is generally no restriction on the amount of night work, the sum of night and day working hours (if applicable) should not exceed the limit of working hours. There are certain exceptions to this, particularly, female employees who:

1. have reached the seventh month of pregnancy (or the sixth month if working in upland, remote, border and island areas) are not allowed to work night shifts; and
2. are raising a child under 12 months old should not be assigned to night work, barring any agreement to the contrary.^[23]

ii Overtime

Overtime period is defined as the working duration that extends beyond the standard working hours as dictated by law, collective labour agreements or the employer's internal regulations.^[24] To authorise overtime work, the following prerequisites must be met:

1. employee consent is mandatory concerning overtime hours, location of overtime work and tasks to be performed during overtime; and
2. the overtime duration must not exceed 50 per cent of normal working hours per day, 40 hours per month and 200 hours per year. If a weekly model is applied for normal working hours, the cumulative total of normal and overtime hours must not exceed 12 hours per day.^[25]

Compensation for overtime work is based on the rates calculated from the salary earned during regular working hours, as shown in the following table.^[26]

Overtime hours	Overtime rate (%)
Working overtime on weekdays at day time	150
Working overtime on weekdays at night time	200
Working overtime on weekend at day time	200
Working overtime on weekend at night time	270
Working overtime on Tet or other public holiday, or during paid leave at day time	300
Working overtime on Tet or other public holiday, or during paid leave at night time	390

Foreign employees

Foreign employees working in Vietnam are governed by the Labour Code 2019. This legislation extends protections to the lawful rights and interests of both domestic and foreign employees working in Vietnam, meaning that most regulations applying to local employees, such as tax obligations and benefits (excluding unemployment insurance contributions), also apply to foreign employees. Unlike their local counterparts, foreign workers are not covered by the local unemployment insurance scheme as stipulated by the Law on Employment 2013.^[27]

Similarly to local employees, foreign employees' information must be included in the employee management book. The responsibility falls on the employer to maintain this book, update it regularly and administer it in either a physical or digital format.^[28]

Concerning employment restrictions for foreigners, there currently is no cap on the number of foreign employees. However, employers can only hire foreigners for managerial roles, executive director positions, skilled workers and technical jobs that Vietnamese workers cannot handle. The recruitment of foreign employees requires a detailed explanation and written approval from competent authorities.^[29] After the enforcement of Decree 70/2023/ND-CP in September 2023, stricter procedures to hire a foreigner over a domestic worker came into practice. First, employers must post a recruitment notice on the Ministry of Labour, War Invalids and Social Affairs' (Employment Department) website or the website of the Employment Service Centre, a minimum of 15 days before the anticipated date of forwarding an explanatory report to the labour authority. This new regulation is effective from 2024. Following an unsuccessful attempt to recruit Vietnamese workers for the position meant for foreign workers, the employer can then proceed to the next step of submitting a report explaining the demand for employing foreign workers as per law.^[30]

Except for special cases outlined in the Labour Code and its guiding legislation, one requirement for a foreigner to work in Vietnam is to obtain a work permit, valid for a maximum of two years.^[31] Once the demand for employing foreign workers has been approved, and at least 15 working days before the intended commencement of work, the employer must apply for the work permit.^[32] Following this, the foreign employee must follow visa procedures for entry unless they are part of the visa exemption cases.^[33]

Global policies

As per the Labour Code 2019, employers are not required to formulate separate internal disciplinary rules. However, such rules must be incorporated within the Internal Labour Rules (ILR) or included in the labour contracts.^[34]

The formulation of ILR is mandatory for employers with at least 10 employees, with internal disciplinary rules being a crucial component of the ILR. For employers with fewer than 10 employees, issuing an ILR is optional, but disciplinary rules must be incorporated in the labour contracts.

Key components of the ILR include:

1. working hours and rest period;
2. order of the workplace;

3. occupational safety and hygiene;
4. preventive measures and procedures for dealing with sexual harassment in the workplace;
5. protection of assets, business secrets, technological secrets and intellectual property;
6. circumstances where employees can be temporarily reassigned to a job that is different from their labour contract;
7. cases of violation and disciplinary measures;
8. material responsibilities; and
9. personnel with authority to conduct disciplinary procedures.

Although there is no specific regulation regarding language, the relevant authorities often prefer ILR documents to be registered in Vietnamese for their review.

Prior to issuing or amending the ILR, employers are required to consult with the organisation representing the employees, such as grassroots trade union.^[35] Employers with 10 employees or more need to register the ILR with the competent authority within 10 days of issuance.^[36] Once issued, the ILR must be made known to employees through various methods such as meetings, written notices or intranet sites, and the key contents must be publicly displayed in the workplace.^[37]

Parental leave

Under the Law on Social Insurance 2014, policies for maternity and paternity leave incorporate paid leave benefits and paid leave days for health recovery. These are provided for the employees by the social insurance departments. During these paid leave days, employers are not obligated to pay the employees' salaries.^[38]

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i Requirements on social insurance contribution period^[39]

For eligibility for maternity policy:

1. female employees who are pregnant, surrogate mothers, intended mothers or employees who have adopted children who are less than six months old must have contributed to social insurance for more than six months within the 12 months before giving birth or adopting children; and
2. female employees who have contributed to social insurance for more than 12 months but must stop working during pregnancy according to a competent medical examination and treatment facility's prescription must have contributed three months of social insurance within 12 months before giving birth.

The paternity policy applies to male employees with expecting wives or who are adopting children less than six months old provided that they contribute to social insurance.

ii Entitlements

Maternity and paternity paid leave days^[40]

Employees are entitled to maternity and paternity paid leave days for several reasons, including:

1. prenatal check-ups;
2. miscarriage, abortion, stillbirth or pathological abortion;
3. childbirth, including cases where the mother dies after giving birth;
4. surrogate mothers and intended mothers;
5. child adoption; and
6. contraceptive measures.

The number of paid leave days will be calculated based on the above circumstances.¹
^{41]} For instance, female employees are entitled to a total of six-month leave before and after childbirth. For their part, male employees whose wives give birth to one child without undergoing surgery are generally entitled to five working days of paternity leave.

Health recovery paid leave days after maternity leave^[42]

This applies to female employees or surrogate mothers whose health has not yet recovered after maternity leave. Health recovery days off range from five to 10 days within the first 30 days after maternity leave ends, including holidays, Tet holidays and weekly days off. The employer and grassroots trade union (if any) decide the specific paid leave days, which depend on the number of children and method of giving birth. The payment for each leave day is 30 per cent of the basic salary.

iii Protection from dismissal

The Labour Code 2019 protects employees from dismissal during their pregnancy, maternity leave or when they're raising children under 12 months old, except when:

1. individual employers pass away or are declared as having lost civil act capacity, go missing or dead by the court; and
2. non-individual employers cease their operation or are notified by the provincial department of planning and investment as not having a legal representative or authorised representative of legal representative.^[43]

Translation

Under Vietnamese labour laws, there is no specified requirement regarding the language used in labour-related agreements. The parties involved in such agreements can independently decide the language to be used. However, it might be beneficial for the employer to prepare a Vietnamese version of these documents, as in case of any legal disputes, Vietnamese courts require all evidence and documents in foreign languages to be translated into Vietnamese.^[44]

Employee representation

Under Vietnamese labour law, employees can establish representative bodies at their workplace. This can be a grassroots trade union, which requires a minimum of five members, or other internal employee organisations established by the employees.^[45]

As per Decision No. 174/QĐ-TLĐ of Vietnam General Confederation of Labour on Vietnam Trade Union's Charter, grassroots trade unions primarily represent and protect the legal and legitimate rights and interests of trade union members and workers, in compliance with the laws and the Vietnam Trade Union's Charter.^[46]

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i Employer's responsibilities

Employers are required to cooperate with the trade union in formulating and implementing grassroots democracy regulations, take care of employees' physical and mental health, enhance professional qualifications and skills, improve employment conditions and organise competitions, emulation movements, cultural and social events, or activities.^[47] Employers must also abide by their obligations towards the trade union as defined under the Labour Code.^[48]

Employers must contribute monthly to a trade union fund at 2 per cent of their total social insurance salary costs.^[49] If the company has a grassroots trade union, employees must contribute an additional 1 per cent of their gross salary.^[50] In addition, employees are entitled to establish, join and participate in activities of internal employee organisations in the company. The internal employee organisations can operate after registering with the competent authorities.

Data protection

i Requirements for registration

Impact assessment dossier

According to Decree No. 13/2023/ND-CP (Decree 13), data controllers and data processors must prepare and maintain an impact assessment dossier from the start of personal data processing.^[51] Employers must prepare this dossier and submit it to the Department of Cybersecurity and Hi-tech Crime Prevention under the Ministry of Public Security (MPS) within 60 days of processing the employee's personal data. The dossier must be available at all times for MPS review and updated as necessary or upon MPS request.

Notice and consent

A privacy notice must be provided to employees before processing their data and their consent must be obtained.^[52] Consent must be affirmative, clear and voluntary. The onus of proving the consent of the data subject lies with the Data Controller.

Limitation on collection and processing

Data collection must adhere to the data processing scope and purposes, and data processing must be limited to the registered purposes and scope agreed upon by the employees.^[53]

Technical protections

System logs of personal data processing must be recorded and stored. Appropriate standards for personal data protection should be applied.^[54]

ii Cross-border data transfers

Cross-border transfers of Vietnamese citizens' data will necessitate a separate impact assessment.^[55] The transferor must prepare an overseas data transfer dossier and keep it available at all times for MPS review, submit it to the MPS within 60 days of personal data processing and notify the MPS when the data transfer is completed.

iii Sensitive data

Employees must be informed if their data is considered sensitive.^[56] Those handling sensitive personal data must appoint a department or person responsible for personal data protection and inform the Specialised Agency for Personal Data Protection about them.

iv Background checks

As per the Labour Code 2019, employers can request employees to provide certain background information for contract conclusion. However, they are not allowed to ask for additional documents such as criminal or credit records.^[57]

v Electronic signatures

The Labour Code recognises the legality of labour contracts concluded electronically.^[58] Therefore, as long as electronic signatures meet legal requirements, they are as legally binding and enforceable as wet-ink signatures for employment contracts.

Labour contract termination

Vietnam does not have at-will employment. Instead, termination of employment can only take place on specific grounds. An employee may be dismissed through a labour discipline hearing for violating work rules or other grounds specified under the labour law. Employees are also subject to notice of termination under particular circumstances.

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i Termination via a labour discipline hearing

Dismissal is regarded as a disciplinary measure and can only be enacted in specific statutory cases, including where the employee:

1. commits an act of theft, embezzlement, gambling, deliberate violence causing physical injury, use of narcotics or illegal drugs at the workplace, or disclosure of technological or business secrets;
2. commits sexual harassment at the workplace;
3. commits another offence while under a demotion or deferred salary increase; and
4. is absent without appropriate reasons for five days or more within 30 days or 20 days or more in 365 days.^[59]

Before dismissing employees on the grounds above, employers must hold a labour discipline hearing for the affected employee, allowing the employee to respond to the employer's allegations. The hearing must follow the procedural formalities required by law. The hearing is an intra-company affair held and conducted by the employer's officers. However, the employer must invite a trade union member (if any) to attend the hearing.^[60]

ii Termination via written notice

An employer may unilaterally terminate labour relations, without a discipline hearing and based on written notice, under the following circumstances:

1. an employee repeatedly fails to perform their duties;

2. an employee is sick or injured and is incapable of performing their job after 12 consecutive months for an indefinite term contract, six months for a contract with 12 to 36 months, or half of the contract term with a period under 12 months;
3. employers are forced to down-size and reduce their production and employment due to natural disasters, fire or other events of *force majeure*;
4. employees who are absent for five continuous days or do not come to work after expiration of the temporary suspension of labour contract;
5. employees reaching retirement age; and
6. employees providing false information for recruitment.^[61]

The advance notice period required is three days in advance for contracts under 12 months, 30 days for contracts with 12–36 months, or 45 days for indefinite-term contracts.^[62]

iii Redundancies

If an employer makes changes to their technological or organisational structure or in the event of a merger or consolidation or where the employer faces severe economic conditions and it leads to the mass redundancy of a large number of employees (two or more), the employer is required to devise and submit a labour usage plan (LUP) to the People's Committee of the provincial level before conducting the mass redundancy.^[63]

¹ Before submitting the LUP, the employer must consult with the grassroots trade union. The employer may only conduct the mass redundancy after they have notified employees and the LUP dossier is submitted to the labour authority 30 days in advance. Employees affected by the mass redundancy are entitled to their unpaid salary, statutory job-loss allowances and other required compensation.

iv Prohibited circumstances

Employers are prohibited from unilaterally terminating an employment contract when:

1. the employee is suffering from an illness, work accident, occupational disease and is undergoing treatment or nursing under a competent health institution's decision (except when they have been treated for a certain period as per statutory requirements and their working ability has not recovered);
2. the employee is on annual leave, personal leave or any other types of leave permitted by the employer; and
3. the employee is pregnant, on maternity leave or raising a child under 12 months old.^[64]

v Consequences of wrongful termination

If an employer is judged to have wrongfully terminated an employee, the employer must:

1. re-employ the employee per their labour contract; and

2. pay compensation equal to the total amount of their salary or wages and allowances (if any) for the period of wrongful dismissal plus an additional two months' salary and allowances (if any).^[65]

After being re-employed, the employee must return any allowance (if any) to the employer. Suppose the position that the employee wishes to work in is no longer available and the employee still wishes to work, then in that case, the employer must negotiate revisions to the employment contract.

If the employee does not want to return to work, the employee will be entitled to the statutory job-loss allowance in addition to the above compensation. If the employer refuses to re-employ the employee, the parties may agree on an additional payment amount with at least two months' salary. If the parties cannot agree, the court may determine the amount.

Transfer of business

In the case of organisational restructuring, such as change of ownership or merger, the employer is required to develop a labour utilisation plan. Both the current and the prospective employer are responsible for implementing the approved labour utilisation plan. If there is a lay-off, the affected employees are entitled to receive a redundancy allowance. This allowance is designed to compensate employees for the loss of their job and aids in supporting them during their job search period.

Outlook and conclusions

Looking ahead, new jobs in Vietnam are likely to be concentrated in the artificial intelligence (AI), digital technology, data processing and business analysis sectors.

AI-related jobs could be popular across various industries, including information technology, banking, education, financial services and consulting. Given the recent issuance of Decree 13, jobs related to data processing are also expected to proliferate.

Circulars providing further guidance on Decree 13 are anticipated to be issued, and personal data protection and data privacy will likely continue to be focus areas. This is particularly the case when considering that the integration of technology and AI in industries have become more prevalent than ever.

Endnotes

- 1 Hoang Diep is a partner, and Nguyen Huong and Le Tu are associates at Dilinh Legal. [^ Back to section](#)
- 2 Article 187 of the Labour Code 2019. [^ Back to section](#)
- 3 Articles 188 and 189 of the Labour Code 2019. [^ Back to section](#)

- 4** Tran Quoc Thai, Case law No. 69: Affirming the jurisdiction of commercial arbitration in resolving NDA disputes, "[target="_blank">https://thesaigontimes.vn/an-le-so-69-khang-dinh-quyen-cua-trong-tai-thuong-mai-trong-giai-quyet-tranh-chap-nda/](https://thesaigontimes.vn/an-le-so-69-khang-dinh-quyen-cua-trong-tai-thuong-mai-trong-giai-quyet-tranh-chap-nda/)>;. ^ [Back to section](#)
- 5** Article 13.2 of the Labour Code 2019. ^ [Back to section](#)
- 6** Article 14 of the Labour Code 2019. ^ [Back to section](#)
- 7** Article 20 of the Labour Code 2019. ^ [Back to section](#)
- 8** Article 21 of the Labour Code 2019, Article 3 of Circular 10/2020/TT-BLDTBXH. ^ [Back to section](#)
- 9** Article 33.1 of the Labour Code 2019. ^ [Back to section](#)
- 10** Article 22.2 of the Labour Code 2019. ^ [Back to section](#)
- 11** Article 24 of the Labour Code 2019. ^ [Back to section](#)
- 12** Article 25 of the Labour Code 2019. ^ [Back to section](#)
- 13** Article 26 of the Labour Code 2019. ^ [Back to section](#)
- 14** Article 27 of the Labour Code 2019. ^ [Back to section](#)
- 15** Article 3.7 of Decree No. 152/2020/ND-CP. ^ [Back to section](#)
- 16** Article 2.3 of Law on Corporate Income Tax 2008. ^ [Back to section](#)
- 17** Article 2.2 of the Law on Corporate Income Tax 2008. ^ [Back to section](#)
- 18** Article 21.2 of the Labour Code 2019. ^ [Back to section](#)
- 19** Article 198 of the Law on Intellectual Property 2005, as amended and supplemented from time to time. ^ [Back to section](#)
- 20** Article 35.1 of the Constitution 2013, Article 5.1(a) of the Labour Code 2019, and Articles 4.1 and 9.6 of the Law on Employment 2013. ^ [Back to section](#)
- 21** Article 105 of the Labour Code 2019. ^ [Back to section](#)
- 22** Article 106 of the Labour Code 2019. ^ [Back to section](#)
- 23** Article 137.1 of the Labour Code 2019. ^ [Back to section](#)

- 24** Article 107.1 of the Labour Code 2019. ^ [Back to section](#)
- 25** Article 107.2 of the Labour Code 2019; Article 59 of Decree No. 145/2020/ND-CP. ^ [Back to section](#)
- 26** Article 98 of the Labour Code 2019. ^ [Back to section](#)
- 27** Articles 2, 3, and 43 of the Law on Employment 2013. ^ [Back to section](#)
- 28** Article 12.1 of the Labour Code 2019; Article 3 of Decree No. 145/2020/ND-CP. ^ [Back to section](#)
- 29** Article 152 of the Labour Code 2019. ^ [Back to section](#)
- 30** Article 4.1 of Decree No. 152/2022/ND-CP, as amended and supplemented by Decree No. 70/2023/ND-CP. ^ [Back to section](#)
- 31** Articles 151.1(d), 154, and 155 of the Labour Code 2019; Article 7 of Decree No. 152/2020/ND-CP. ^ [Back to section](#)
- 32** Article 11 of Decree No. 152/2022/ND-CP. ^ [Back to section](#)
- 33** Articles 20.1(a) and 12 of the Law on entry, exit, transit and residence of foreigners in Vietnam 2014, as amended and supplemented from time to time. ^ [Back to section](#)
- 34** Articles 118.1, 118.2, of the Labour Code 2019. ^ [Back to section](#)
- 35** Article 118.3 of the Labour Code 2019. ^ [Back to section](#)
- 36** Article 119.1, 119.2 of the Labour Code 2019. ^ [Back to section](#)
- 37** Article 118.4 of the Labour Code 2019; Articles 43.1, 43.2 of Decree No. 145/2020/ND-CP. ^ [Back to section](#)
- 38** Article 168.2 of the Labour Code 2019. ^ [Back to section](#)
- 39** Article 31 of the Law on Social Insurance 2014. ^ [Back to section](#)
- 40** Articles 31 to 37 of the Law on Social Insurance 2014. ^ [Back to section](#)
- 41** Articles 39 of the Law on Social Insurance 2014. ^ [Back to section](#)
- 42** Article 41 of the Law on Social Insurance 2014; Article 13 of Circular No. 59/2015/TT-BLDTBXH. ^ [Back to section](#)
- 43** Article 137 of the Labour Code 2019. ^ [Back to section](#)

- 44** Article 96.3 of the Civil Procedure Code 2015. ^ [Back to section](#)
- 45** Article 13.1 of Guidance on implementation of the Trade Union's Charter No. 03/TLD. ^ [Back to section](#)
- 46** Article 15 of Decision No. 174/QD-TLD of Vietnam General Confederation of Labour on Vietnam Trade Union's Charter. ^ [Back to section](#)
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