

ベトナム国
消費者保護行政能力強化プロジェクト
情報収集調査
詳細計画策定調査

平成22年3月
(2010年)

独立行政法人 国際協力機構
公共政策部

公共
JR
10-014

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序 文

独立行政法人国際協力機構（JICA）は、ベトナム国の消費者保護法と消費者保護行政への支援にかかる情報を収集し、ベトナム国政府と協議を行うため、平成21年8月6日から8月13日まで情報収集調査団を現地に派遣しました。その結果、ベトナム国における消費者問題事情および調査時点で作成中の消費者保護法案の内容と法執行体制について、その現況や課題が把握されました。一方、ベトナム社会主義共和国政府から日本政府に対して提出されている要請については、国内関係機関による協議の結果、我が国による支援の必要性が認められたため、本プロジェクトの目標と活動枠組みの策定を目的として、JICAは平成22年1月31日から2月4日まで詳細計画策定調査団を現地に派遣しました。

調査団は主に、ベトナム国の消費者行政を司るベトナム競争管理庁（VCA）と協議を行い、我が国専門家人材による支援可能性を踏まえたプロジェクト活動案などを検討しました。帰国後に資料をとりまとめ、ここに本報告書完成の運びとなりました。この報告書が今後の本プロジェクトの立ち上げ推進に寄与し、関係者の参考資料として活用されれば幸いです。

終わりに、調査にご協力とご支援をいただいた関係各位に対し、心より感謝申し上げます。

平成22年3月
独立行政法人国際協力機構
公共政策部長 中川 寛章

地 図



出典 : <http://www.lib.utexas.edu> (Map: US CIA)

略 語 表

VCA	Vietnam Competition Authority	ベトナム競争管理庁
VCAD	Vietnam Competition Administration Department	ベトナム競争管理局
VINASTAS	Vietnam Standards and Consumers Association	ベトナム規格・消費者保護協会

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【情報収集調査】

【情報収集調査】

1. 調査背景・目的

ベトナムの経済発展と共に表面化しつつあるとされる消費者問題事情および消費者保護に関する法律と執行体制について広く情報を収集し、今後の案件検討に役立てる。

2. 調査団員

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3. 調査日程

Date	Time	Schedule
Thursday (06/08/2009)		Narita -> Hanoi (JL5135)
Friday (07/08/2009)	9h30-10h30	JICA Vietnam Office
	11h00-12h00	Meeting with International Cooperation Division (ICD) - VCAD
	14h00-16h00	Vietnam Standards and Consumers Association (VINASTAS)
Saturday (08/08/2009)		Document Preparations
Sunday (09/08/2009)		Document Preparations
Monday (10/08/2009)	9h00-11h00	Permanent Editing Group on Consumer Protection Law
	12h00-13h30	Working lunch with Director General
	14h00-16h00	Meeting with Consumer Protection Division - VCAD
Tuesday (11/08/2009)	9h00-11h00	Meeting with International Cooperation Division and Consumer protection division
	12h00-13h30	Working lunch with JICA
	14h00-16h00	Meeting with Consumer Protection Information Division - Center for Competition Information and Data
Wednesday (12/08/2009)	8h00-12h00	Participate in Conference for Business community for commentation on Draft of Consumer Protection Law
	14h00-15h30	ICD and JICA's representative
		Hanoi -> Narita
Thursday (13/08/2009)		Arrive at Narita (JL752)

4. 調査結果と調査団所感

(1) 消費者保護法の策定理由

ベトナムでは消費者の利益に関する Ordinance 13 号が 99 年に策定され、消費者利益保護の Decree 69 が 2001 年に公布されている (2008 年に改定 (Decree 55 号))。2004 年には Decree 29 が公布され、商工省競争管理局 (VCAD) による消費者保護法遂行の任務や権限が定められた。最近になりベトナム政府は Ordinance や Decree で定め切れなかった事項を含め、法体系の中で最上位に当たる Law を整備する動きがあり、今回の消費者保護法の策定もその動きのひとつである。

(2) VCAD の組織と位置付け

VCAD は商工省の一部局で競争法、消費者保護、貿易救済業務を担うが、局長は首相任命であり、実態上は「総局」(General Department) に近い¹。しかし予算と職員数が小規模であるため、いわば権限のある商工省の傘を借りて業務を実施している状況である。消費者保護分野については今後、業務推進のための人材を増やす予定の由である。²

VCAD には CCID (Center for Competition Information and Data) という部署があり、その業務は現状、消費者問題に関する情報誌の発行ぐらいである。設立後 1 年で職員は 15 名、うち消費者保護の担当は 3 名 (兼任と思われる) である。消費者問題データベース構築など、業務はこれから拡大していく意向である一方、他団体等とプロジェクトを通じて資金を稼ぐといった事業を行っている。VCAD とは資金的、人的つながりはなく、NGO との位置付けにあるベトナム規格・消費者保護協会 (VINASTAS) が、消費者保護に関する啓蒙普及 (消費者雑誌の発行) や消費者からのクレームを受け付けている。中央の事務局は約 20 名のボランティアで運営されており、省庁を退職した人が善意で事業を実施している。活動予算は少額が政府から出る由だが、基本的に活動費は外部ソースとのプロジェクトを通じて得ており、活動資金は十分ではない。VINASTAS は地方の 33 箇所に点在する地方レベルの協会と連携しているが (基本的な業務方針は共有)、事業は個別に行っている (ケースによっては連携)。

(3) 法執行状況

消費者保護については、VCAD の中では Division for Consumer Protection が主管している。地方においては各地方省の人民委員会傘下にある商工局の担当者が消費者保護についても兼任しているようだが、人数の面からも問題認識の面からもキャパシティとしては不十分である。そのため消費者保護の実施体制が十分に整っておらず、消費者保護問題について取り組みが十分でない由である。また人民委員会自体がこの問題について関心を持っておらず、消費者保護問題は科学技術省 (MOST) と商工省の所掌であると考えており、当事者意識がない由である。下記 (5) にて触れるが、法案では消費者保護行政の推進は地方政府が担うことになっており、こうした事情下、このままでは法の執行体制が極めて脆弱といえる。

本件に限らずベトナム政府全体に該当するようだが、法律はある程度出来上がっているものの、その執行体制が十分でない (人材と予算の不足)。本件についてもひとまず理想形の法律を

¹ 調査時点で、総局への格上げを申請中であり、首相の承認待ちである。

² 調査時点で作成中の消費者保護法案が国会で承認された後の話と思われるが、一方で、VCAD は人員を毎年 20 名程度雇用する予定であるとしている。なお、調査時点の消費者保護分野の担当は 7 名である。

策定しようとの考えであり、現実に法執行が可能か、吟味されているとは言い難い。法整備後に政令等（Ordinance や Decree）を作り、消費者保護法を現実的・運用可能なものに合わせていく考えのようである。また、ベトナムの経済界もこの法案が現実的なものとは必ずしも考えていない（日本のように、ある程度のコンセンサスを得てから法案を作成しているわけではない）。

VCAD の Mung 局長の談話でも、消費者保護の執行体制をどのように構築するかといった考えについては特段言及がなかった。消費者保護法案が承認されれば人数と予算は増える見込みの由である。

これもベトナム政府全体に言える由だが、省庁は固定費（人件費や庁費）を財務省から配賦されるものの、政策経費（イベント経費など）の予算要求制度がないため、法の執行をどうすべきか念頭に置いて法案が作成されている訳ではないようである（政策経費は民間セクターやドナーなどから調達する）。

（４）消費者問題の現状

VCAD とベトナム規格・消費者保護協会（VINASTAS）に、消費者問題に関する統計情報（分野別消費者苦情件数や処理状況等）の提出を依頼し、VCAD より提出があった（別添資料 1）。もう一つ、参考になるのは VINASTAS が発表している消費者苦情件数である³。2007 年に 142 件の苦情があり、最も多いのが商品の品質に関するもので 116 件（82%）あり、携帯電話などの電子製品がそのうちの半分、バイクや建材と次いでいる。残り（18%）はインターネット・サービスや販促キャンペーンに関するものである。マルチ商法に関するトラブル事例も提出された（別添資料 2）。

今回調査に際し消費者問題の代表例として繰り返し引用されたのは下記のとおり。

- ア．粉ミルクの品質（実際の成分を偽って表示）
- イ．ガソリンの品質（アセトンの比率が通常より高い）
- ウ．走行中に車内に悪臭が立ち込めるとされるトヨタ車（トヨタは品質が悪いガソリンを使用しているためと主張しているが、ベトナムの消費者等は自動車の品質の問題ととらえている模様）
- エ．NOKIA 社製携帯電話の品質（NOKIA は不良品として交換に応じた模様だが、詳細不明）

他には次のような事例が挙げられた。

- オ．違法なマルチ商法
- カ．ガソリン代の不正請求（販売業者が給油機に細工する）
- キ．ディーラーによるホンダ社製バイクの値上げ（ベトナム政府は、ディーラーが勝手に本社の意向よりも高い価格で販売したことを不当としている模様だが、詳細不明）
- ク．品質が悪い化粧品やシャンプー等の訪問販売
- ケ．インターネットの掲示板に商品の販売を装い、購入代金を騙し取る
- コ．バイクのヘルメットの品質
- サ．粉ミルクを生乳として販売

³ <http://www.vn-navi.com/news/080107054623.html>

シ. 電力、水道、銀行、不動産業界などにおける Sample Contract の問題（消費者にとって不利な内容が多い）

その他、非公式情報

ス. ミネラルウォーターにカビや人毛が混入

セ. 偽造バイク（実際は中国製だが、ホンダ社製と偽る）

ソ. 純度を偽った金（Gold）

最近では、訪問販売や電話勧誘、電子商取引に関するトラブルも増えている由である。

調査団より折に触れて特定商取引法（クーリング・オフなど）の概要について説明したが、元々当地では領収書を受け渡す習慣がないうえに、行政による処分も機能していないためか、VCAD や VINASTAS はこのような法律に積極的な関心を示さなかった。（ただし、ベトナムでも既に法律で規定されているマルチ商法の取締り実務については、関心を示した。）

（5）現行の法案内容（別添資料 2）

法案は、VCAD が主管となり、各省関係者をメンバーにした法案作成グループを結成し、作業に当たっている。グループのメンバーは、商工省、厚生省、科学技術省、内閣府、法務省、法科大学、商業大学、ベトナム祖国戦線、VINASTAS だが、通常は VCAD 内で法案の原案を作成し、各省レベルに対しては月に 1 回協議の場を設けて、局長以上の幹部との刷り合わせを行っている。

VCAD は日本を含め、先進国等の消費者保護に関する法律を自ら調べた由で、調査時点の法案はそういった制度や条文を各種取り入れたものと考えられる。なお、現行の英訳版は仮訳で誤訳もあることから、法律の専門家による適正な翻訳を早期に行うことが望まれる。

調査団は VCAD から法案についてコメントを求められ、主に次の内容についてコメント・協議をした。（日本の場合と比較して、特徴的な条文や考え方。問題点など。）また、全体的に、アンビシャスであるともコメントした。

ア. [立法事実] 消費者問題の基本的な問題認識として、現状どういった問題があつて、何を解決するためにかかる法律を策定するのかを示す調査結果等の立法事実が示されていない。

イ. [3 条] 「Traders」の定義がなされていない。

ウ. [全体] State regulator, agency, authority など、用語の統一がなされていない。

エ. [全体] 法律の条文に詳細な事務手続きを記載している（日本の場合はそこまでしない。一方、ベトナムでは詳細に記載しないと、関係部署が書類をニギってしまい、事務手続きが滞るといふ特異の事情がある由）

オ. [全体] 無登録の trader は本法案の対象外であり、消費者が無登録業者により被害を受けた場合、この法案では救済されない。しかしその場合は業者に対する処分として、1) 登録義務違反に問われる、2) 無登録業者と結んだ契約は無効となる、3) 詐欺罪が適用されたり賠償責任が生じたりするなど、民事・刑事上の責任が生じる由。

カ. [17 条] 製造者責任と製品保証の考え方に混同が見られる。例えば、1 項の意味するところは、輸入者はその旨のラベルを貼付しなければならないので、自動的に責任を負う由

だが（すべての輸入者に責任がある）、読み方によってはそのように読み取れない。また 2 項では製造業者や流通業者が誰か分からないような製品を販売している無責任な小売業者に責任を負わせるという意味の由だが、小売業により重い責任を負わせているように読み取れる。

- キ．〔21 条 5 項〕消費者は事業者と和解交渉せずに裁判所に直接訴えることができるのとことだが、民事手段が取れないと読めないこともない。（VCAD によると、Negotiation の方が簡便だし時間も掛からないという意味で、mediation や arbitration、裁判よりも優先されるべきとの政府の考えを述べた由。）
- ク．〔23 条〕具体的に mediator となる NGO などの団体は想定しておらず、新たに作る必要がある由。
- ケ．〔36～38 条〕一人の申し出者に対しても、地方政府は 1 件ごとに期限どおりに対応しないといけないと読み取れるが、現実的か疑問。（VCAD によると、そのとおりだが、処理に時間を要する事案はその限りではないとの由。これは事案としての取り上げ可否や裁量を、行政側が持っていることを意味すると捉えられ、特定企業が狙い打ちされかねない。）
- コ．〔39 条 2 項〕行政により一度決められた処置に不服がある場合、行政裁判に訴えることができるかとされているが、民事裁判はできない。行政の判断がなされる前であれば、民事裁判を行うことはできるが、行政の判断がなされると民事裁判への道はふさがれるとのことであり、民事ルールとの整合性が疑問。
- サ．〔41 条 3 項〕“value of up to 100 million”ではなく、“value of more than 100 million”の誤り。1 億ドン以上の取り扱いとしては、裁判所に訴えることになる。
- シ．〔48 条、64 条〕訴訟を起こせる団体の資格要件を定めてはいるが、具体的な団体を想定している訳ではなく、現実に機能するか分からない由。政府認証を与えた団体など、別の方法も考えられる。また規定上、実際に団体が訴訟を起こす場合には、消費者を 100 名以上集めて裁判所に持ち込まないといけないが、これも現実的な要件か、検証が必要。
- ス．〔57～60 条〕消費者保護ファンドの設立理由、利用目的、資金提供見込者（詳細はこれから検討する由だが、企業にとっては奉加帳となる恐れがある。（資金を拠出しなければ狙い打ちされる恐れ））
- セ．〔67～69 条〕行政手続きによる紛争解決（行政である VCAD に、事業者の業務停止命令だけでなく、個別の賠償問題の解決まで行う権限を付与する）。日本の行政は業務停止命令を発出できるが、事業者に対して消費者に返金を命ずることなどはできない。また、限られた職員数で個別の賠償に関わるのは（行政コスト面から）効率的ではない。非常に悪質な業者に対して業務停止命令を発出していく方が効率的であり、処分の報道によって消費者への注意喚起も行うことができ、他の事業者に対しても抑止効果がある。

（6）日本の消費者保護行政の取り組みの紹介

調査団より、日本の消費者保護行政のあゆみと最近の状況（消費者庁設立）、および消費者政策一般、消費者契約法、景品表示法、特定商取引法（クーリング・オフ等）、製品安全について説明した。

(7) 今後の協力可能性

ア. 実施の意義

VCAD は消費者保護の分野に関しては、これまで韓国などから助言を得ており、今後は EC の包括的技術協力の一コンポーネントとしても取り上げられる予定である。VCAD は複数のドナーの助言を踏まえてベストな法制度の構築を目指しているようである。日本については、VCAD は日本の国民生活センターのホームページを自ら調べたうえでコンタクトをしており、消費者の窓口機関である消費者センターの機能に着目している（ただし、国民生活センターが取締りも行うと誤解している向きもある）。また調査に先立ち、JICA が日本の消費者保護行政に関する概要をまとめたペーパーを、英語とベトナム語に翻訳して VCAD に手交している。

日本が消費者保護分野の支援をする意義は次のとおりに考えられる。

- ・ 日本政府の国別援助実施計画上の重点分野の一つとして「ビジネス環境整備・民間セクター開発」が挙げられており、ベトナムの民間セクターの急激な成長の反面、競争政策や消費者保護政策など、健全な経済運営の観点からの法・制度整備が遅れていることから、今後の継続的な経済成長に向けて、当該法制度の整備及び適切な施行が重要な課題の一つとなっている。
- ・ 「競争力強化のための投資環境整備に関する日越共同イニシアティブ」の一コンポーネントである「競争法整備」については JICA が別のプロジェクトで支援を実施中であり、本件はベトナムの消費者の立場から競争法の健全な施行に資する。
- ・ 消費者保護は経済発展に資するものである（粗悪品を供給する企業を市場から排除し、良い製品を供給する企業を育てる）。グローバル経済の下、消費者保護対策はベトナムの国民にも直接関わりがある問題であり、ベトナムに進出している多くの日系企業にとっても、消費者の製品選別が良い方向に進むことは好ましいことと考えられる。
- ・ 日本においては消費者庁設立（9月1日）など消費者保護行政を一元化する動きにある。戦後 50 年間、法整備と共に全国レベルで法施行に取り組んできた経験が、今のベトナムに役立つと考えられる。

イ. 国内協力者・機関

今回調査に同行頂いた一橋大学の松本教授と経済産業省の谷消費者政策研究官には、今後何らかの形で本件にご協力を頂くことのご了解を頂いている。他に可能性のある国内協力者・機関として、(いずれも松本教授の人脈を頼ったものだが) 公正取引委員会、内閣府経済社会総合研究所、自治体である東京都消費生活部及び東京都消費生活総合センター、独立行政法人国民生活センター (NCAC)、独立行政法人製品評価技術基盤機構 (NITE) が挙げられる。案件実施の暁には、国内協力者・機関には短期専門家として現地セミナー講師や、本邦研修の受入に際してのご協力、またテレビ会議システムを通じて、各種アドバイスをベトナム側に対して行うことも考えられる。今後、案件内容を検討していく中で、JICA としても松本教授のご協力を頂きつつ、協力者・機関に対して打診を行うこととする。

なお、9月1日に設立予定の消費者庁については、設立間もなく業務が多忙であることから、当面の間は協力を得るのが難しいと思われる。時期を見てアプローチを図ることとする。

ウ．活動計画案

VCADからは別添資料4のとおり、JICAプロジェクトによる活動計画案の提示がなされた。

<活動計画案>

Output 1: 消費者保護担当行政官のキャパビル

Activity 1.1: 地方政府の消費者保護担当官のトレーニング実施

Activity 1.2: VCADにおけるコンサルタント・グループの設立とキャパビル支援

Activity 1.3: マルチ商法に関する啓蒙普及セミナーの実施

Output 2: 消費者保護法とその関連文書策定のための技術支援

Activity 2.1: 消費者保護に関するセミナーを3回実施

Activity 2.2: ベトナムにおける現行の消費者保護規定を調査・概観する報告書の作成

Activity 2.3: 法案の国会承認前に、ガイドライン法令案について見解を得るため会議を2回開催

Activity 2.4: 日本の消費者保護に関する経験を学ぶため、本邦研修を2回実施

Activity 2.5: 日本の消費者保護に関する法律や諸活動に関する文書の翻訳

Output 3: 消費者の知識向上と啓蒙普及

Activity 3.1: 消費者保護に関する Q&A 冊子の印刷

Activity 3.2: 消費者保護に関する OECD のガイドブックの印刷

Activity 3.3: 消費者保護法に関するパンフレットの発行

Activity 3.4: 消費者保護法の普及のための会議の開催

Activity 3.5: 「消費者保護日」の啓蒙普及を図る活動実施

Activity 3.6: 消費ガイドに関するテレビ番組の作成

ベトナムの省庁には政策経費（イベント等）に係る予算が配賦されないという前提に立てば、VCADが上記のとおりセミナー開催経費や翻訳費、印刷出版費、番組制作費等を提示する理由は理解できる。

しかし、技術協力という観点に立てば（仮に、日本側が本件を実施することとなれば）、日本が単に経費を立て替えるのではなく、日本側から必要な情報提供や技術的なインプットを行いつつ、その効果を発現させ、持続性を確保するうえで必要があれば、セミナー開催経費等の負担を検討することになるろう。

このような見解は調査団より VCAD 側に伝え、VCAD 側もこれを了解した。提示された活動計画案について、調査団は聞き置く立場を取ったが、調査団としては、VCAD が日本側に単に経費的な負担を要望している、あるいは特段日本側専門家によるインプットを要しないと思われる Activity 2.5, 3.1, 3.2, 3.3, 3.4, 3.5 および想定される活動内容から 3.6⁴について、対応は難しいと考える。ただし、消費者に対する啓蒙普及活動を否定するものではない。

本邦研修については、日本の消費者保護行政に関する取り組みを視察してもらうことで、ベトナムの今後の取り組みに大いに参考になると考えられる。

⁴ 例えば、LG と SONY のテレビの品質の違いを番組内で分析して見せたり、ガスボンベの良し悪しの見分け方などを説明したりする商品比較の企画だが、モノによっては日本製品が悪例のターゲットになりかねず、日本による支援が妥当とは言い難い。

エ. 協力期間

VCAD より提示された今後の法案策定スケジュールは次のとおり。

- ・ 第1段階：Editing Group が案を作成
- ・ 第2段階：第1段階を踏まえ、Editing Group が案を修正
- ・ 第3段階：意見収集（企業、消費者、関係機関等）
（本調査期間中に実施した VCAD と商工会（VCCI）共催セミナーはこの段階の位置付け）
- ・ 第4段階：法務省へ送付、コメントを踏まえ各省幹部のコメントを収集。首相、副首相、内閣府事務局長等のコメントも含む。
- ・ 第4.5段階：国会事務局がパブリック・コメントを実施（VCAD は側面支援を実施）（2010年5月頃に科学技術環境委員会が予算委員会等の意見を集約、国会議員へ説明。）
- ・ 第5段階：国会での審議のため提出（2010年11月頃に正式に国会審議に回付予定。）

従って、日本側が法案策定に関するインプットを行うことを考えれば、2010年5月頃が一つの区切りとなる。引き続き VCAD が第5段階まで法案策定の作業に関与あるいは科学技術環境委員会の側面支援を行うのであれば、2010年末頃までが、協力期間の一つの区切りとなる。

一方、今回の活動計画案に明示的に含まれていないものの、法の執行体制の構築に関する協力については、法案承認後（順調に進めば2010年末頃）、フェーズ2として可能性を検討できよう。法案が国会承認を得ることによって VCAD に法執行のための予算や人材等が追加的に投入されると考えられ、より実のあるインプットができると考えられる。

現時点でフェーズ2の実施はコミットできないものの、国会審議に要する時間や、これまでのベトナムにおける法案の国会承認の日程が遅れがちであることに鑑み、当初よりある程度長めに協力期間を設定しておくことも一案である。

オ. 今後の予定

VCAD から提示があった活動計画案を更に吟味のうえ、国内関係者とも協議しつつ、ベトナム政府より要請がある「消費者保護プロジェクト」について、案件検討を進める。

VCAD は、8月12日に実施したセミナーで企業側より提示されたコメント等を法案に反映し、9月中旬頃に修正案ができあがる予定である。調査団に対して、その時点で一条ずつ、再度コメントをして欲しいとの要望があった（その際には法律の専門家による英語翻訳がなされることを前提とした）。来年5月には国会に提出するための最終的な法案ができあがる見込みであり、それまでに日本側より短期専門家の派遣、本邦研修、テレビ会議開催によるアドバイスなど、量としては小規模ながらも、有用なインプットは可能と思われる。

今後想定される予定は次のとおり。

情報データ等徴求：2009年8月

案件採択手続き：2009年10月

事前調査・RD署名：2009年11~12月

（12月に VCAD の Mung 局長が別件で来日予定であり、時間が合えば消費者庁他関係者を表敬訪問したいとの要望があった。松本教授のご配慮により、調整は可能。）

案件開始見込み：2010年1月

(8) 留意事項

- ア. VCAD と地方の商工局の法執行体制が脆弱であり、法整備をしたところで、実効性に疑問が残る。ただし、それを所与のものとして、ベトナム側に法整備の考え方や法執行体制の考え方、構築方法などを日本側から教えることにより、ベトナム側にこれらの必要性・重要性に気付かせることも肝要といえる。
- イ. 日本側から各種アドバイスは行っても、それを法案に反映するかどうかは、ベトナム側次第である。
- ウ. 協議中に Honda のバイクや Toyota の自動車に関する消費者問題が何度か挙げられた。詳細事例として VCAD より提出があった資料も日本製品ばかりである（別添資料 5）。その意図・真意は測りかねるものの、本プロジェクト実施により日系企業が特に狙い打ちになることのないよう、留意が必要である。
- エ. 法案内容について、行政側による裁量が大きくなり過ぎないように配慮が必要である。

別添資料

1. 消費者問題データ
2. マルチ商法摘発事例
3. 消費者保護法案（2009年8月現在）
4. 活動計画案
5. 消費者問題事例

Upon unofficial statistics collected by Vinastas and local Consumer Organizations as well as local Industry and Trade Departments, we divided complaints into separate branches with number of cases from 2007 to 2009 as follows:

Nr.	Name	Number of cases		
		2007	2008	2009 (upto June)
1	Food stuff	87	132	120
2	Pharmacy	47	95	85
3	Electronic products	65	150	90
4	Cosmetics	20	24	35
5	Automobile and motorbike	37	103	57
6	Telecommunications	32	112	43
7	Petroleum and gas	23	58	72
8	Service (transport, banking, insurance,...)	38	60	56
9	Others	27	40	38
Total		376	774	596

MINISTRY OF INDUSTRY AND TRADE
VIETNAM COMPETITION AUTHORITY

Hanoi, August 12, 2009

SOME TYPICAL ILLEGAL MULTI-LEVEL SALES CASES HANDLED BY VCA

No	Cases	Case code	Content	Activity	Settlement	Result	Time
1.	Knowledge linking Joint-stock Company	KNCT-KLM-0307	Hanoi Market Management Department of submitted documents and reports to VCA to show that the Knowledge linking Joint-stock Company has published.	Illegal multi-level sale	Investigated according to competition action procedure.	Fined: 85 million VND	From Aug to Nov 2007
2.	Kiet Vinh Luc Coc Company	KNCT-KLM-0407	Hanoi Market Management Department of submitted documents and reports to VCA to show that the Kiet Vinh Luc Coc Company has published.	Illegal multi-level sale	Investigated according to competition action procedure.	Fined: 60 million VND	From Aug to Nov 2007
3.	Merro Joint-Stock Company	KNCT-KLM-0006	VCA investigated	Provided misleading information about multi-level sale products	Investigated according to competition action procedure.	Fined: 60 million VND according to decision No 78/QD-QLCT dated Oct 14 2008	From Aug to Oct 2008
4.	Monjoin Investment and	KNCT-KLM-	VCA investigated	Provided misleading	Investigated according to	Fined: 70 million VND according to	From Aug to

	International Development Joint-Stock Company	0007		information about multi-level sale products	competition action procedure.	decision 79/QD-QLCT dated Oct 14 2008	No	Oct 2008
5.	Viet Am International Company	KNCT-KLM-0008	VCA investigated	Misleading advertisement about company, its multi-level sale products and force customer to buy these products in order to be joined its network.	Investigated according to competition action procedure.	Fined: 240 million VND according to decision 115/QD-QLCT dated Dec 22 2008	From Aug to Dec 2008	
6.	Hang Thuan Limited Company	KNCT-KLM-0010	VCA investigated	Provided misleading information about multi-level sale products and refused to get products back when consumer does not want to buy this.	Investigated according to competition action procedure.	Fined: 140 million VND according to decision 119/QD-QLCT dated Dec 30 2008	From Oct to Dec 2008	
7.	Noni Vina Limited Company	KNCT-KLM-0011	VCA investigated	Misleading advertisement and force consumer to pay fee to join the network.	Investigated according to competition action procedure.	Fined: 100 million VND according to decision 118/QD-QLCT dated Dec 30 2008	From Oct to Dec 2008	
8.	Tan Hy Vong	KNCT-	VCA investigated	Provided	Investigated	Fined: 140 million	From	

	Limited Company	KLM-0012			misleading information about multi-level sale products and refused to get products back when consumer does not want to buy this.	according to competition action procedure.	VND according to decision No 127/QD-QLCT dated Dec 31 2008	Oct to Dec 2008
9.	Vinh Nhat Quang Limited Company	KNCT-KLM-0013	VCA investigated		Misleading advertisement about: features, uses.	Investigated according to competition action procedure.	Fined: 40 million VND according to decision No 126/QD-QLCT dated Dec 31 2008	From Oct to Dec 2008
10.	Bao Lan Thien Su Limited Company	KNCT-KLM-0014	VCA investigated		Illegal multi-level sale	Investigated according to competition action procedure.	Fined: 100 million VND according to decision No 41/QD-QLCT dated May 25 2008	Dec 2008
11.	Thien Ngoc Minh Uy Limited Company	KNCT-KLM-0015	VCA investigated		Illegal multi	Investigated according to competition action procedure.	Fined: 170 million VND according to decision No 44/QD-QLCT dated May 29 2008	Dec 2008
12.	Aion Limited Company	KNCT-KLM-0016	VCA investigated		Illegal multi	Investigated according to competition action	Fined: 50 million VND according to decision No 42/QD-QLCT	Dec 2008

13.	Hung Thoi Dai Limited Company	09 KX KLM 22.	VCA investigated	Illegal multi-level sale	Investigated according to competition action procedure.	dated May 25 2008 To be investigated	June 2009
14.	Agel Vietnam Limited Company	09 KX KLM 26.	VCA investigated	Illegal multi-level sale	Investigated according to competition action procedure.	To be investigated	July 2009

NATIONAL ASSEMBLY

Law No.: /2010/QH12

DRAFT 4

SOCIALIST REPUBLIC OF VIETNAM

Independence - Freedom - Happiness**LAW ON CONSUMERS' PROTECTION**

Pursuant to the 1992 Constitution of the Socialist Republic of Vietnam as amended and supplemented as to a number of articles under Resolution No. 51/2001/QH10;

The National Assembly issues the Law on Consumers Protection

**CHAPTER I
GENERAL PROVISIONS****Article 1. Governing scope**

This law provides for the protection of consumers including the principles of consumer protection; responsibilities of traders to consumers; resolution of disputes between consumers and traders; and other acts of consumer protection.

Article 2. Subjects of application

This law is applicable to the following subjects:

1. Consumers;
2. Traders;
3. Consumer protection State regulator.
4. Consumers protection associations;
5. Other agencies, organizations involved in the consumers protection activities in accordance with the law.
6. Pursuant to the principles of consumers' protection set out in this Law and the socio-economic conditions from time to time, the Government shall make detailed provisions for the protection of consumers in their relation with other individuals conducting regularly but independently commercial activities without having to complete business registration in accordance with the law.

Article 3. Interpretation of terms

In this law, the terms below are construed as follows:

1. “*Consumers*” are individuals and organizations who purchase or legally use goods and services for the purposes other than doing business.
2. “*Product liability*” is a trader’s liability to compensate for the damages caused by defective goods to consumers.

3. “*Defective goods*” means a moveable asset including those movable assets used for the construction of immovable assets or associated with moveable assets that cannot assure a reasonable level of safety for consumers and therefore causes loss to consumers’ lives, health and assets.

4. “*Disturbing consumers*” means an act of contacting one or certain consumers either directly or indirectly via means of communication to introduce goods and services traded or the trader or to offer transactions in contrary to consumers' will.

5. “*Consumers’ complaint*” means that consumers request traders to resolve claims relating to goods and services supplied by such trader when their lawful rights and interests¹ are violated.

6. “*General commercial conditions*” include rules and regulations relating to sale or supply of services which are applied by traders to their customers during purchase and use of goods and services and which are not specifically stated in the contract.

7. “*Negotiation*” means a method of dispute resolution directly between consumers and traders.

8. “*Mediation*” means a method of dispute resolution between consumers and traders conducted through a third party.

9. “*Mediation centre*” means an organization in charge of conducting mediation of disputes between consumers and traders in accordance with the provisions of this Law.

10. “*Template contract*” means the pre-drafted contract by a trader to apply in transactions with his/her consumers.

Article 4. Principles on the consumers’ protection

1. Consumers’ safety in terms of their lives, health, assets and other legitimate rights and interest shall be protected when they are involved in consumption transactions and when they are using goods and services provided by the trader.

2. Consumers shall be provided with accurate and sufficient information about traders, details of transactions, goods, services and other necessary information.

3. Consumers are permitted select goods and services; select the trader to supply services and goods depending on their demand and actual conditions; to freely consider whether or not to participate in a transaction and to consider details of the agreement with the trader.

4. Consumers are permitted make complaints and give comments to traders concerning the price, quality, manner of service, method of transaction and other details relating to the transactions between consumers and traders.

5. Consumers are permitted to ask for compensation and damages when goods and services are not of proper standards, quality, quantity, utility, price or other details as already declared and committed by a trader.

¹ The Vietnamese term “lợi ích” can also be translated as “benefits”.

6. Consumers are permitted to complain, denounce or initiate a lawsuit in accordance with this Law and other relevant laws. All acts in violation of consumers' lawful rights and interest must be handled promptly, in case of damage, compensation must be paid in accordance with law.

7. Consumers have the right to have access to policies and laws concerning consumers' protection, and to comment on the development and enforcement of those policies and laws.

8. Consumers have the right to set up and participate in the organizations to protect their legitimate rights and interest as provided for by this law and relevant laws.

Article 5. Policies on consumers' protection

1. The State encourages the entire people to consume in a rational and economical manner; not to consume goods and services being detrimental to the environment, contrary to the fine morals, harmful to their own and public lives and health.

2. The State shall enforce policies to protect consumers pursuant to the socio-economic conditions and international commitments.

3. The State encourages traders to improve the safety and quality of their goods and services, to protect the health, safety and economic interest of consumers.

4. Protecting legitimate rights and interest of consumers is the common responsibility of the entire society. The State encourages people to take part in various activities to protect consumers and enforce the laws on consumers' protection. The State encourages the discovery and public recommendation with regard to goods and services with low safety or quality levels, goods and services with potential damage to the environment and consumers' health and with regard to traders with indication of failure to properly implement their responsibility for consumers' protection.

5. Agencies and organization within the scope of their duties and powers are responsible to implement State policies for consumers' protection. Agencies and organizations do not have right to restrict legitimate rights and interest of consumers.

6. The State encourages expansion of international cooperation in the sector of consumers' protection.

7. The State has policies to support for consumers protection association to efficiently and effectively conduct consumer protection.

CHAPTER II PROTECTING CONSUMERS BEFORE CONDUCTING TRANSACTIONS WITH TRADERS

Article 6. Communication to consumers

Traders are responsible namely:

1. To properly label their goods as provided for by law;

2. To publicly display prices of all goods and services at their business places in accordance with the law;
3. To provide consumers with the information about the address where claims about traders are to be received;
4. To provide consumers with manuals in Vietnamese if so provided for by laws or if the goods contain such manuals;
5. To provide sufficient information about the possibility of goods and services to have adverse impact on the health, lives and assets of consumers and preventative measures;
6. To provide information about the possibility to supply spare parts or accessories for replacement;
7. To provide relevant information and materials to consumers about the conditions, term, venue and procedures for warranty in the Vietnamese language if the goods and services are subject to warranty;
8. To provide consumers with accurate and sufficient information about general commercial conditions before the transaction takes place.

Article 7. Fraudulent acts and misleading consumers

1. Traders are prohibited from conducting fraudulent acts against consumers by way of providing inaccurate and misleading information about one of the following:
 - a) The goods, services which are provided by such trader;
 - b) Reputation, goodwill, business capacity and other characteristics of the trader;
 - c) Nature, characteristic of the transaction between consumers and such trader.
2. Traders are prohibited from conducting misleading acts against consumers by way of providing insufficient information about one of the details referred to in Clause 1 of this Article.
3. In cases where a trader provides information to consumers through via a third party, this third party is responsible for:
 - a) Ensuring the accuracy, adequacy of the provided information.
 - b) Request the trader to provide evidence proving the accuracy and adequacy of the information in case there is the suspicion that the information is inaccurate or inadequate, violating regulations of laws or may cause damages to consumers prior to providing the information.
 - c) Being jointly responsible for providing inaccurate or inadequate information, unless [this third party] can prove it having taken all the measures provided for by laws to examine the accuracy and adequacy of the information.

Article 8. Disturbing consumers

1. Traders are prohibited from taking one or several acts as follows to disturb consumers:
 - a) Having numerous times contacting consumers despite of their will.
 - b) Failure to stop contacting consumers either at their request or upon them showing no will to that contact;
 - c) Intentionally contacting consumers after 22 pm and before 6 am or at the times which are not suitable to fine morals and customs;
 - d) Other disturbing activities to consumers as provided by laws.
2. If a trader contacts consumers via various media of communications, the owner of such communications media or the communication service providers bear the following responsibilities:
 - a) Building, developing technical solutions to prevent the possibility that the media, services under their management are used for the purpose of disturbing consumers;
 - b) Refusing to let the trader use the media, services under their management to conduct activities which may disturb consumers.
 - c) Stopping letting the trader use the media, services under their management to conduct disturbing activities to consumers on the basis of consumers' complaint or competent state bodies' request.
3. Traders are responsible to respect the right of consumers to their personal data; and to ensure the safety and confidentiality during the collection, use and transfer of consumers' personal data. A trader can only transfer personal data of a consumer to another trader, it must be consented to by the consumer.

Article 9. Constraining activities to consumers

Traders are prohibited from taking one of the following acts:

1. Directly or indirectly using force or threatening to use force against consumers.
2. Creating or abusing the situation of consumers' freedom of will is restricted to constrain transaction;
3. Requesting consumers to pay for the provided goods, services without the agreement on transaction with the consumers;
4. Refusing to transact with one or some of certain consumers with the same commercial conditions that the trader has transacted with other customers, except for the event of force majeure;
5. Constraining or hindering consumers to exercise their rights as provided by laws;
6. Conducting other constraining activities to consumers as provided by laws.

CHAPTER III
PROTECTING CONSUMERS IN THEIR TRANSACTIONS WITH TRADERS

Article 10. Language in contracts

The language in a contract to be entered into with consumers must be clear, easy to understand and in the Vietnamese language.

Article 11. Contract interpretation

If the contents of a contract can be interpreted in different ways, the contracts shall be interpreted in a favorable manner for the consumers.

Article 12. Null and void clauses

1. Any clauses in a contract entered into with consumers and the commercial conditions of general application shall be null and void in one of the following cases:
 - a) They exclude traders from their liability before consumers in accordance with the law;
 - b) They exclude consumers from the right to make complaint and initiate lawsuits;
 - c) They allow traders to be unilaterally entitled to change the commercial conditions already agreed with consumers;
 - d) They allow traders to be unilaterally entitled to decide whether or not consumers are to perform certain obligations;
 - dd) They restrict other rights of consumers in accordance with the law.
2. Consumers have the right to ask the court to declare null and void the whole or part of the contract if it contains any of the details referred to in clause 1 of this Article.

Article 13. Standard contracts

1. Upon entry into a standard contract, traders must provide a reasonable period of time for consumers to study the contract.
2. Consumers have the right to ask for changes to the contract if they disagree with any contents of the standard contract.
3. Traders must be responsible to maintain the signed standard contract until the contract expires. If the copy of the contract kept by consumers is lost or damaged, the trader must issue the consumer with a new copy of the contract with the same valid as the original.
4. Traders trading of essential goods and services for consumers and using standard contracts must register [those standard contract forms] with the consumer protection State regulator before using them.

5. Consumer protection State regulator has the right to request traders to either cancel or amend the standard contract at the request of consumers or if it finds out any provisions in the contract that might violate the rights of consumers.

6. The Government shall provide for the list of essential goods and services and make detailed provisions for the issues relating to the standard contract.

Article 14. Evidence of transactions

Traders are responsible to provide consumers with documents and invoices relating to the transactions to consumers if it is so provided for by laws or at the consumers' request.

CHAPTER IV PROTECTING CONSUMERS DURING USES OF GOODS AND SERVICES

Article 15. Responsibilities to ensure safety for consumers

Traders are responsible, namely:

1. To fully comply with the provisions of law on ensuring product safety;
2. To promptly warn consumers if they discover any threat of loss of safety with regard to the supplied goods and services;
3. To stop supplies of goods and services that might directly influence the health, lives and assets of consumers which cannot remedied and revoked and make this public on the mass media at the locality where such goods and services are supplied in 5 consecutive issues;
4. To take necessary remedial measures in case there is any loss occurred to the life, health and assets of the consumers.

Article 16. Warranty responsibility

1. Traders are obliged to fulfill the obligation of warranty for goods they supply according to agreements or relevant provisions of law;
2. While performing their warranty obligation, traders must provide consumers with an acknowledgement of warranty which specifies the time of implementation of such warranty;
3. The term of implementation of the warranty shall not be included in the term of warranty. If the trader replaces spare parts or exchanges new product for consumers, the term of warranty for such spare parts and new product shall be calculated anew.
4. During the term of implementation of the warranty, traders are obliged to provide consumers with similar goods to enable them to temporarily use or to propose other solutions subject to consumers' acceptance.
5. When the term of implementation of the warranty expires and if the trader does not repair or rectifies the defect, he/she must replaces it with new and similar goods and spare parts for consumers or revoke the goods and return the money to consumers.

6. If a trader implements the warranty of goods and spare parts for more than 3 times during the term of warranty and the defect cannot be rectified, the trader must replace with new and similar goods and spare parts for consumers or revoke the goods and return the money to consumers.
7. Traders must bear the costs of repair and transportation of goods and spare parts to the place of warranty and from the place of warranty to the residence of a consumer.
8. If the trader authorizes another trader to implement the warranty, the former must be held liable for the warranty of goods and services for consumers.

Article 17. Product liability

1. Traders making products, traders affixing a trade name to their products or using a mark or an indication to their products to facilitate the identification of such products as being made or imported by the traders are liable for compensating for the damages caused by defective products to consumers even in case such trader is not in error.
2. Traders directly distributing defective products to consumers shall be liable for such products if they fail to identify their liability for the products in the cases referred to in clause 1 of this Article at the request of the consumers.
3. Traders trading in materials, accessories or components of defective products shall be jointly liable in case the defect of the product is partially or entirely caused by the defect of the materials, accessories or components supplied by such traders.
4. Where more than two traders are held liable for the products under this Article, such traders must jointly bar the product liability.
5. The fact that a trader assumes products liability in accordance with this Law does not replace or exclude the liability for product warranty set out in this Law or other relevant legislation.

Article 18. Identification of defective products

1. A product might be considered defective even in the case where it is produced in strict accordance with the current specifications and standards or the technical regulations issued by competent authorities but still fail to ensure a reasonable safety level for consumers.
2. A product is not considered defective merely on the only ground that there is another product of the same type but safer being put into circulation after that.
3. The reasonable safety level of a product is assessed based on various factors including the technical design, the utility, using method, the time the product is put by traders into circulation and other relevant factors of the product.

Article 19. The time the product is put into circulation

The time a product is put into circulation is the time the trader with product liability transfers such product to another person for benefit purpose.

Article 20. Exemptions from, and reductions in, product liability

1. Traders shall be considered for an exemption from liability if the product falls within one of the following cases:
 - a) The defect of the product arises because the trader must comply with the provisions of the law or the request of the competent State agency;
 - b) The general science and technical standard at the time the product is put into circulation did not enable the trader to detect the defect of the product;
 - c) The defects of the products have not arisen at the time they are put into circulation; the product liability shall be then transferred to the trader possessing the product after the time such defect has arisen;
 - d) The defect of the materials, accessories or components of the products arises because the trader referred to in Clause 3, Article 17 of this Law complies with the design, instruction or request of the product manufacturing trader; In this case the product liability falls upon the product manufacturing trader.
 - dd) The trader did not put the products into circulation, or the supply of such products is not, for benefit purpose.
2. The liability of traders for damages caused by defective products shall be partially reduced if the defect is partially attributed to consumers' fault.

CHAPTER V RESOLUTION OF DISPUTES BETWEEN CONSUMERS AND TRADERS

Section 1 Negotiation

Article 21. Negotiation

1. Upon discovery of their legitimate rights and interest being violated, consumers have the right to make a complaint to the traders directly supplying goods and services. A complaint of consumers may be made in any form, unless otherwise provided for by laws.
2. If goods and services are supplied by a subsidiary of the trader, such subsidiary is also responsible to receive the complaint.
3. Traders must respond to consumers' complaints within a reasonable time limit but not exceeding 3 days from the date of receipt of such complaint.
4. Traders are obliged to start negotiating with consumers within no more than 7 days from the date of receipt of the complaint.
5. Consumers have the right to apply other forms of disputes resolutions in the following cases:

- a) Traders fail to respond to their complaints within the time limit set out in clause 3 of this Article;
- b) Traders refuse to negotiate or fail to start negotiation within the time limit set out in clause 4 of this Article;
- c) Negotiation is unsuccessful or either party withdraws from the negotiation process.

Article 22. Negotiation results

1. The results of a successful negotiation between traders and consumers must be stated in writing, except otherwise agreed.
2. The parties must implement the results of a successful negotiation.

Section 2 Mediation and arbitration

Article 23. Mediation

1. Traders and consumers have the right to agree upon the selection of a Mediation center or a third party to conduct the mediation.
2. The parties to mediation have the right to agree upon the mediation procedures except where the mediation is conducted at a Mediation center as set out in this Law.

Article 24. Principles of mediation

1. The mediation must be conducted on the principles of objectiveness, truthfulness and willingness. Any act of compelling or deceiving the parties to mediation shall be regarded as a violation of laws.
2. The mediation shall be conducted in a non-public manner to ensure the confidentiality of information of the parties to such mediation except where otherwise agreed between the parties or provided for by laws.
3. The details of a mediation session must not be contrary to the provisions of laws.

Article 25. Mediation center

1. Mediation center is a non-profit organization with legal status and has its own seal and account.
2. The center operates on the principle of financial self-control with the budget generating from mediation fees and other legitimate income.
3. A mediation center shall be set up when the following conditions are met in full:
 - a) To have at least 5 founding members who are qualified to act as Mediators under Article 26 of this Law;
 - b) To have a Charter of operations pursuant to the provisions of laws;

- c) To have lawful working premises.
- 4. The Government shall make provisions for the establishment, operations and termination of the operations of Mediation centers.

Article 26. Criteria of Mediators

- 1. A Vietnamese citizen meeting the following conditions in full may act as a Mediator:
 - a) To have full capacity for civil conducts;
 - b) To have good morals, to be honest, impartial and fair;
 - c) To have university or higher degree or have at least 5 years experiences working in a specialized sector.
- 2. A person being subject to administrative surveillance, being prosecuted for criminal liability or having been convicted and his conviction has not yet been deleted shall not be permitted to act as a Mediator.

Article 27. Selecting a Mediation center and Mediators

- 1. Consumers and traders shall agree to select a Mediation center and Mediators.

The Director of a Mediation center shall appoint Mediators in the absence of an agreement thereon between consumers and traders.
- 2. The mediation shall be conducted by one Mediator unless otherwise agreed.

Article 28. Mediation procedures

- 1. The process and procedures for mediation shall be in accordance with the Charter of the Mediation center.
- 2. Within 15 days from the date of a request for mediation by the parties, the Mediation center must make notification of the mediation.
- 3. The time limit for mediation shall be agreed upon by the parties but in all cases shall not exceed 6 months from the date of notification of the mediation.
- 4. The dispute parties may withdraw from the mediation process at any time subject to a written notice thereof to the Mediation center and the other party.

Article 29. Minutes of mediation

- 1. The minutes of mediation must be signed by the parties to mediation and signed by the Mediator for certification.
- 2. The minutes of mediation must contain the following:
 - a) Person conducting the mediation;
 - b) Parties to the mediation;

- c) Date of the mediation;
- d) Venue of the mediation;
- dd) Opinions of the parties to mediation;
- e) Mediation results;
- g) Time limit for implementation of the minutes of a successful mediation.

Article 30. Implementation of the minutes of a successful mediation

1. Within the time limit referred to in clauses 2(g) of Article 29 of this Law, the parties must voluntarily perform their obligations as set out in the minutes of successful mediation, except where there is a request made for cancellation of the minutes of successful mediation under Article 34 of this Law.
2. If either party fails to voluntarily perform the obligations as set out in the minutes of successful mediation the other party has the right to request the State competent agency set out in Article 31 of this Law to issue a decision to compel the performance.

Article 31. Power to compel the enforcement of the minutes of successful mediation

The local consumer protection State regulator where the obligor resides or locates its head office shall have the power to compel such party to enforce the minutes of successful mediation.

Article 32. Application documents for compelling the enforcement of the minutes of successful mediation

Application documents for compelling the enforcement of the minutes of successful mediation include:

1. An application for compelling the enforcement of the minutes of successful mediation
2. The minutes of the successful mediation signed by the parties.

Article 33. Procedures for recognition and compelling the enforcement of the minutes of successful mediation

1. Within 5 working days from the date of receipt of valid application documents for compelling the enforcement of the minutes of successful mediation, the local consumer protection agency shall notify this to the relevant parties and issue a decision on compelling the enforcement of the minutes of successful mediation.
2. If the obligor fails to enforce the decision of the local consumer protection agency, the Consumers protection agency has the right to take coercive measures referred to in clause 3 of this Article.
3. Coercive measures for the performance of obligations include:
 - a) Deduction of an amount relevant to the obligation from the bank account;

- b) Attachment of a proportion of assets with a relevant value to return it to the consumers or for auction;
 - c) Other necessary measures as provided for by laws.
4. All the costs arising from the taking of coercive measures to compel the performance of the obligation shall be borne by the obligor.

Article 34. Requesting for cancellation of the minutes of successful mediation

1. Either or all parties to mediation has the right to request the Local consumers protection agency where the head office of the Mediation center is located to cancel the minutes of successful mediation if there is a basis [for it/them] to believe that the mediation process violates the principles set out in Article 24 of this Law.
2. Application documents for cancellation of the minutes of successful mediation include:
 - a) An application for cancellation of the minutes of successful mediation which specifies the reason for such cancellation;
 - b) The minutes of successful mediation signed by the parties;
 - c) Other relevant documents.
3. Within 15 days from the date of receipt of application documents for cancellation of the minutes of successful mediation, the local consumer protection State regulator shall decide whether or not to cancel the minutes of successful mediation. A decision to cancel or not cancel the minutes of successful mediation must specify the reasons and must be notified to the relevant parties.

Article 35. Dispute resolution by arbitration

The resolution of disputes by way of arbitration shall be carried out in accordance with the legislation on arbitration.

Section 3 Dispute resolution by administrative measures

Article 36. Scope of dispute resolution by administrative measures

The competent local consumer protection agency shall deal with complaints of consumers if the following conditions are met in full:

1. Either party refuses to negotiate or mediate; or the negotiation/mediation is unsuccessful;
2. The transaction has a small value of less than 100 million dong;
3. The dispute arises from one of the following acts of the trader:
 - a) Failure to supply goods and services to consumers after entry into a contract;

- b) Supplying goods and services without meeting the essential use purposes of the consumers;
- c) Supplying goods and services in contrary to their announcement or commitments toward consumers on the quantity, quality, origin, utility, design, method of use or method of service;
- d) Failure to implement the warranty or other obligations in association with the supply of goods and services already committed to the consumers;
- dd) Application of clauses unfavorable to consumers in the standard contract set out in this Law.

Article 37. Forms of complaints

1. Consumers shall make complaints either directly or in writing to the local consumer protection State regulator.
2. In case of direct complaints, the officer receiving such complaints must record the complaint and read it again to the complaint for signing or confirmation by the finger print.
3. The complainant is obliged to provide materials and evidence in relation to one of the followings:
 - a) Transactions with the trader;
 - b) Acts of violation of the commitments by the trader.

Article 38. Order and procedures for complaint settlement

1. Within 3 working days from the date of receipt of a valid complaint from consumers, the consumer protection agency must request the trader for explanation of the complaint in writing.
2. The trader must provide the explanation within no more than 7 days from the date of the request from the competent agency.
3. Within 15 days from the date of receipt of the written explanation from the trader, the competent State agency must issue a decision on complaint settlement.
4. Where necessary, the complaint settlement agency may request the parties to explain certain issues to clarify the case or may call upon a specialized organization/agency or an expert to clarify certain issues of the complaint to serve as the basis for settlement.

Article 39. Decisions on settlement of consumers' complaints

1. A decision on settlement of consumers' complaint must have the following contents:
 - a) Findings about whether or not the trader commits his commitments towards the consumer;

- b) Applicable remedial measures in case the trader is found having committed a violation.
2. In case of disagreement with a complaint settlement decision, the parties may initiate a lawsuit to the administrative court.

Article 40. Remedial measures

Pursuant to the complaint settlement results, the consumer protection agency may consider applying one or several remedial measures as follows:

1. Compelling the trader to properly implement its commitments to consumers;
2. Compelling the trader to return the amount of money taken from the consumer;
3. Compelling the trader to remove the violating clause from the signed contract;
4. Compelling the trader to make public correction.

Article 41. Power to settle complaints of consumers

1. District consumer protection agency has the power to deal with complaints of consumers relating to the transactions with the value of up to 50 million dong.
2. Provincial consumer protection agency has the power to deal with complaints of consumers relating to the transactions with the value of between 50 and 100 million dong.
3. If any complaint of consumers relating to a transaction with value of up to 100 million dong, the consumers protection agency is responsible to provide guidelines to consumers as how to initiate a lawsuit at the court.

Article 42. Damages

Pursuant to the complaint settlement decision, consumers have the right to ask for damages at the court.

Section 4 Dispute resolution at the court

Article 43. Civil cases relating to consumers protection

1. A civil case for consumer protection is a civil case arising from a consumption relationship where the plaintiff is a consumer or a consumer protection association in accordance with this Law.
2. The process and procedures for resolution of a civil case for consumer protection shall be in accordance with the provisions of the civil proceeding legislation, except for the cases set out in this Law.

Article 44. Burden of proof in civil cases for consumer protection

1. In a civil case for consumer protection, consumers and the consumer protection association shall bear the burden of proof to prove the mistake of the trader.
2. Traders shall bear the burden of proof with regard to their innocence.

Article 45. The right of consumers to initiate a lawsuit in accordance with “fast track” procedures

Consumers have the right to initiate a lawsuit in accordance with fast track procedures when the following conditions are met in full:

1. There is only one plaintiff who is a consumer;
2. The transaction is valued up to 100 million;
3. The defendant directly supplies goods and services to the consumer;
4. The consumer lodges the statement of claim within 6 months from the date of discovery of the violation of its legitimate rights and interest.

Article 46. Fast track procedures

1. Within 30 working days from the date of receipt of the statement of claim together with the accompanying evidence, the district people’s court must accept the case.
2. Within 30 working days from the date of acceptance of the case, the district people’s court must assign a judge to hear the case and shall notify the defendant of the acceptance of the case and the hearing schedule.
3. Within 10 working days from date of acceptance of the case, the district people’s court must open a public hearing in accordance with the provisions applicable to first instance court sessions set out in civil proceeding legislation.
4. If the litigants agree with each other upon the way to deal with the case, the judge shall issue a decision to acknowledge the agreement of the parties upon the case.
5. The plaintiff does not have to advance court fee.
6. Where necessary, the provincial People’s court might take over a civil case for consumer protection to hear in accordance with this Article.

Article 47. Validity of a court decision or judgment rendered under fast track procedures

A judgment or a decision rendered by the court under these procedures shall be legally binding immediately.

Article 48. Right to initiate lawsuits of consumer protection association

1. A consumer protection association that meets all the conditions set out in Article 64 of this Law has the right to initiate lawsuits at the competent court to protect legitimate rights and interest of consumers.

2. Consumers protection associations are obliged to ensure the regulatory litigation rights of consumers.

Article 49. Notification of information about the lawsuits initiated by consumer protection association

1. The consumer protection association is responsible to make notification twice in two months in respect of the initiation of the lawsuit before lodging the statement of claims.
2. The court must make notification of all the information about its acceptance of the case within 3 working days from the date of its acceptance.
3. The notification referred to in clauses 1 and 2 of this Article must be made in 3 consecutive issues of a daily newspaper and 3 consecutive days in a central television or broadcasting station.
4. Details of the notification referred to in clauses 1 and 2 of this Article include:
 - a) The defendant of the case;
 - b) Subject matter of the lawsuit;
 - c) Procedures and time limit for registration of the participation.

Article 50. Register to participate in a lawsuit initiated by a consumer protection association

1. Consumers must register to participate in the initiation of a lawsuit in accordance with the following procedures:
 - a) Register at the consumer protection association which has notified of the lawsuit before the court accepts the case;
 - b) Register at the court that has notified of the lawsuit within 30 days from the date of acceptance of the case;
2. Beyond the time limit for registration as set out in clauses 1 and 2 of this Article, consumers have no right to participate in the case initiated by the consumer protection association.

Article 51. Mediation in the cases for protection of consumers initiated by consumer protection associations

Mediation in the cases for protection of consumers initiated by consumer protection association shall be carried out in the following principles:

1. No mediation is conducted in relation to further uses of goods and/or services affecting consumers' health and life;
2. Minutes of successful mediation after signing shall be made public at the court, the consumer protection agency and in 03 consecutive issues of a central newspaper and be broadcasted 3 times in a central television or radio for 3 consecutive days before

the Judge in charge of the case issues a Decision to recognize the agreement of the parties;

Article 52. Costs in the cases for protection of consumers initiated by consumer protection association

1. Consumers protection association must not advance the court fee when it initiates a lawsuit to protect consumers.
2. Consumers protection association shall bear all the costs arising during the hearing of the case.
3. Consumers who make a direct claim during the settlement of the case shall bear all the relevant costs incurred.

Article 53. Distribution of damages in a lawsuit initiated by consumer protection association

The damages in a lawsuit initiated by consumer protection association shall be distributed in accordance with the following order of priority:

1. Reasonable costs incurred by the consumer protection association during the settlement of the case;
2. Damages payable to consumers involved in the case;
3. Payment to the Fund for consumer protection as set out in Article 57 of this Law.

**CHAPTER VI
STATE MANAGEMENT OF CONSUMER PROTECTION**

**Section 1
Consumer protection authority**

Article 54. Consumer Protection Authority

1. The consumer protection authority is the State management agency of consumer protection.
2. The Government shall provide for the establishment and organizational structure of the consumer protection authority at the central and local levels.

Article 55. Duties and Powers of the Consumer Protection Authority

1. Organize studies; devise master plans, plans, programs [and] projects for consumer protection; to develop legal normative documents for submission to the competent authority for approval and promulgation and organize the implementation thereof.
2. Direct and guide the implementation of the task of consumer protection in localities.
3. Deal with consumers'
4. Handle, within their power, violations of the law on consumer protection.

5. Coordinate with competent agencies to deal with other violations of laws which might influence the consumers' interest in accordance with Article 56 of this Law.
6. Detect and complain about administrative acts or administrative decisions of State agencies which violate the consumers' interest.
7. Independently examine and evaluate goods and services and provide warnings to consumers, make proposals to the competent State agency for settlement.
8. Take lead and coordinate with relevant authorities and organizations in the propaganda, dissemination and education of the law on protection of consumer interests.
9. Take lead and coordinate with relevant authorities and organizations in conducting examinations and inspection of the observance of the law on consumer protection.
10. Carry out the function of State management with regard to the operations of Consumer protection associations and consumers mediation centers.
11. Control standard contracts in accordance with this Law.
12. Manage the Fund for Consumer Protection in accordance with this Law.
13. Conduct international cooperation activities, within the power, concerning protection of consumer interests.
14. Carry out other powers and duties in accordance with the provisions of the law.

Article 56. Coordination in dealing with acts of violation of consumers' interest

1. The competent consumer protection authority shall coordinate with competent State agencies in dealing with acts of administrative offences that influence consumers' interest in the following cases:
 - a) Such acts of offence influence the health and life of a great number of consumers;
 - b) Such acts of offence seriously influence the assets of a great number of consumers;
2. Competent State agencies are responsible to consult with the consumer protection authority of the same level before making a decision on settlement of offences in the cases referred to in clause 1 of this Article.
3. A copy of the decision on settlement of offences must be sent to the consumer protection authority of the same level.

Section 2 Fund for consumer protection

Article 57. Fund for consumers protection

The fund for consumer protection is set up for the purpose of carrying out various programs and activities to protect consumers.

Article 58. Financial resources for the Fund for consumer protection

The financial resources for the Fund for consumer protection include voluntary contributions and funding from various agencies, organizations and individuals and allocations from the State budget and other lawful sources.

Article 59. Principles of operations of the Fund for consumer protection

1. The fund for consumer protection operates for non-profit purpose and is exempt from taxes.
2. The management and use of the Fund for consumer protection must be for proper purposes and in compliance with the law.

Article 60. State management of the Fund for consumer protection

The Government shall make specific provisions for the establishment, management and use of the Fund for consumer protection.

CHAPTER VIII

CONSUMERS PROTECTION ASSOCIATIONS

Article 61. Consumer Protection association

1. The Consumer protection association is a social organization established to protect the legitimate rights and interests of consumers.
2. The Consumer protection association shall be established and operating in accordance with the provisions of the law.
3. The Consumer protection association shall operate for non-profit purpose and shall not receive financial support directly from traders.

Article 62. Rights of the Consumer Protection Association

1. Receive complaints from consumers and organize mediation between consumers and traders;
2. Represent the consumers in lodging complaints against traders; [or] make denunciations to competent State agencies of the acts of violations by the traders;
3. Initiate lawsuits at the court to protect the legitimate rights and interest of consumers when all the conditions set out in Article 64 of this Law are met;
4. Detect and complain about administrative acts or administrative decisions of State agencies which violate the consumers' interest.
5. Conduct activities associated with the State's duties and receive funding assistance from the State budget in accordance with the provisions of Article 65 of this Law;
6. Give comments to the State management agencies on the laws, policy, direction, planning and measures relating to consumer protection;

7. Exercise other rights in accordance with the provisions of the law and the charter of the consumer protection association.

Article 63. Obligations of the Consumer Protection Association

1. Guide [and] assist the consumers when requested by the consumers;
2. Ensure objectiveness [and] equality during the process of representing the consumers;
3. Perform other obligations in accordance with the provisions of the law and the charter of the consumer protection association.

Article 64. Conditions to initiate a lawsuit to protect legitimate rights and interests of consumers

The consumer protection association has the right to initiate a lawsuit to protect legitimate rights and interest of consumers referred to in Article 48 of this Law when all the following conditions are met:

1. [The association] has been operating for at least 5 years at the time of initiation of the lawsuit;
2. The lawsuit involves at least 100 consumers;

Article 65. Conducting activities associated with the State's duties

1. The consumer protection association may be assigned by the competent State agency to perform one or more activities associated with the State's task of consumer protection.
2. When conducting the activities associated with the State's duties of consumer protection, the consumer protection association will be wholly or partly supported by the State budget with funding to perform the assigned duties in accordance with [the provisions] of the law on State budget.
3. The Government provides detailed regulations on budget estimate preparation and distribution for the consumer protection association' activities which are associated with the State's duties mentioned in Clause 2 of this Article.

CHAPTER VIII

HANDLING OF VIOLATIONS OF CONSUMER PROTECTION LAW

Article 66. Handling violation of consumer protection law

1. Organizations and individuals violating any provisions of this Law shall be dealt with in accordance with the existing law on dealing with administrative offences;
2. Where a violation of an organization or individual causes losses to the interest of the State, to the legitimate rights and interest of another organization or individual, compensation must be paid for the losses in accordance with the law;

3. In case of a serious violation of the interest of consumers, concerned individuals shall be, depending on the nature and seriousness of the violation, prosecuted for criminal liability in accordance with the law.

Article 67. Forms of penalizing administrative offences in the sector of consumer protection

1. For each act of violation of the provisions of this Law, the violating organization/individual is subject to one of the following main forms of penalization:
 - a) Warning;
 - b) Fine.
2. Depending on the nature [and] seriousness of the violation, the organization/individual may also be subject to one or more of the following supplementary forms of penalization:
 - a) Revocation of business registration certificate, strip of the right to use [its] license [and/or] professional practice certificate;
 - b) Compulsory suspension or temporary suspension of the business activities in the sector where the act of violation is committed
 - c) Confiscation of evidence [and] means used for violation;
 - d) Confiscation of profits gained from acts of violation;
 - dd) Put in public list of enterprises which violate consumer interests.
3. In addition to the forms of penalization stipulated in Clauses 1 and 2 of this Article, traders who violate the consumer interest protection may also be subject to one or more of the following remedial measures:
 - a) Being forced to reinstate the status quo which has been changed due to the act of violation;
 - b) Being forced to take other measures to deal with the environmental pollution or the spread of an epidemic caused by the violation;
 - c) Being forced to withdraw for rectification, disposal or removal from the territory of Vietnam, the goods, products and means of violation;
 - d) Being forced to make public correction;
 - dd) Taking other necessary measures to protect consumers.

Article 68. Power to impose penalties

1. Consumer protection authority has the power to apply the forms of penalties referred to in Article 67 of this Law.

2. Pursuant to the penalty decision of the Consumer protection authority, relevant competent State management agencies shall be responsible to issue decision to enforce additional penalties or remedial measures as set out in this Law.

Article 69. Enforcement of penalty decisions

1. Traders liable for a penalty must enforce the penalty decision within 10 days from the date of receipt of the penalty decision or as decided by the Consumer protection authority.
2. Beyond the time limit set out in clause 1 of this Article, if the trader does not voluntarily enforce the penalty decision, he/she shall be coerced to do so in accordance with the law.

**CHAPTER IX
IMPLEMENTING PROVISIONS**

Article 74. Implementing effect

This Law takes implementing effect as of this day of year 20...

Article 75. Guidance for implementation

The Government and the Supreme People's Court shall provide detailed regulations and guidance for implementing this Law.

This Law was passed by the National Assembly of the Socialist Republic of Vietnam, Legislature, Session, on 2010.

CHAIRMAN OF NATIONAL ASSEMBLY

Nguyen Phu Trong

Project: Technical Assistance for Building Consumer Protection Law and Strengthening Enforcement of Consumer Regulations in Vietnam

Activity Code	Name of Activity	Activity Description	Current Index	Assessment Index	Time
Output 1: Enhance capacity for officials in charge of consumer protection					
Activity 1.1	Train local officials in charge of consumer protection	Organize three 3-day training courses in the North, Middle and South for officials in charge of consumer protection of Industry and Trade Department, local Standard and Consumer Association	The function of consumer protection has just been transferred from Science Technology Department to Industry and Trade Department so officials in charge of consumer protection in local departments don't have much experience and knowledge in handling complaints	100 local officials are trained	October 2009: organize in the North and the South December 2009: organize in the Middle
Activity 1.2	Provide assistance for establishing and building capacity for consultant group in VCA	Consultant group in VCA carry out following duties: - Collect, receive complaints and comments of consumers on goods, service so as to provide assistance for handling or transferring to authorized agencies for settlement - Collect evaluation of goods, service to instruct and advise consumers - Instruct, advise legal procedures for consumers who would like to send complaints to governmental agencies in charge of consumer protection - Instruct, advise enterprises legal procedures of handling consumer complaints - Enforce legal regulations on consumer protection and other functions assigned by the government	Currently state management agencies in charge of consumer protection and consumer organizations are in lack of consultative units entrusted with advising consumers on rights and obligations or ways of handling their complaints. In fact, the activities of agencies responsible for receiving and helping to handle consumer complaints are weak, on small scale and limited by lacking money and expertise on law and economics	Consultative units for consumers are set up. Over 1000 consultations for consumers are given	From March 2010 to December 2010

Activity Code	Name of Activity	Activity Description	Current Index	Assessment Index	Time
Activity 1.3	Train local officials on administering multi-level sale acts	Organize training courses for local officials in charge of administering multi-level sale acts in the North, Middle and South	Currently illegal multi-level sale acts are occurring on larger and larger scale especially in remote areas where consumers' awareness is very low. While local officials in charge of this have not been basically and adequately trained.	Local officials are trained	April, 2010
Output 2: Technical assistance for building Consumer Protection Law and guiding documents					
Activity 2.1	Organize 3 in-depth seminars on consumer protection issues	Each seminar could focus on: - Class action; - Alternative dispute settlement (ADR); - Fund for consumer protection	These topics are quite new and intended to be put in the draft of Vietnam Consumer Protection Law. Therefore Vietnam really need to learn Japan experiences	Members of drafting board, lecturers, scholars, judges... have chance to share ideas and learn from Japan experts and scholars	December, February, April in Ha Noi
Activity 2.2	Build a report on researching and overseeing current regulations on consumer protection in Vietnam	Oversee and do research on loopholes, overlapping in current regulations on consumer protection to create basis for proposal of Consumer protection Law Draft	Current regulations on consumer protection are outdated in the new context or there are conflict, overlapping among them which cause difficulties for consumer protection law enforcement	A report on research is done	From October 2009 to April 2010
Activity 2.3	Organize 02 conferences to gain ideas for the draft of guidelines decree before it's passed by National Assembly	Collecting and acquiring the ideas from scholars, business community, professionalers for the draft of Law and draft of guidelines decree before it's passed by National Assembly.		A report on ideas acquirement and explanation	June 2010 in Hanoi and HCM city

Activity Code	Name of Activity	Activity Description	Current Index	Assessment Index	Time
Activity 2.4	Organize 02 working trips to Japan to gain experience of consumer protection(7-10 persons/trip)	Working group will contact with relevant agencies in Japan to: (i) learn about experience of consumer protection law implementation; (ii) learn about Japan's consumer protection agency model; (iii) learn about cooperation mechanism and deploying consumer protection tasks; (iv) learn about legal documents related to consumer protection.		Report the result of working group.	- March 2010: member of Drafting and Editing Group - August 2010: member of National Assembly Committee
Activity 2.5	Translating, editing and publishing all Japanese documents in Consumer Protection Law, experience of consumer protection activities.	This documents will be used as official references for Drafting and Editing Group during progress of building-up law and other guidelines.		This documents will be published	From October 2009 to April 2010
Output 3: Improving consumer's knowledge and awareness					
Activity 3.1	Printing Q&A book on consumer protection	Supporting sub-authorities, consumer protection agencies to strengthen advocacy activities of consumer protection.	Advocacy activities and educating for consumer are still weak.	Consumer's knowledge and awareness are improved	From March to July 2010
Activity 3.2	Printing OECD's guidebook on consumer protection				
Activity 3.3	Publishing brochure on Consumer Protection Law				
Activity 3.4	Organize a conference to disseminate Law	To propagandize and disseminate Consumer Protection Law to enterprises and public when it's passed by National Assembly	This Law has just passed by National Assembly so that awareness of enterprises and public about their responsibilities is still low.	Knowledge and awareness of enterprises and public are improved	October 2010
Activity 3.5	Organize a program to encourage the rights of consumer world day	This activity is held annually in response to appeal of International Consumer Association		Consumer's knowledge and awareness are improved	15/3/2010

Activity Code	Name of Activity	Activity Description	Current Index	Assessment Index	Time
Activity 3.6	Build-up a TV program on consumption guide	<p>This program will bring all basic information in quality, prices, uses, characteristic... of all products in the market, comparing differences between like products, giving advices to consumer to make the best choice on products or services. This program will also get involve to protect consumer by its information, dealing with raised issues from consumer.</p>	<p>At this time, information about consumer protection is not rich in the media. There is no TV program or Voice program for consumer protection mission.</p>	<p>The number of products are showed to consumers. The TV program is broadcasted once a month from National and its agencies Television</p>	<p>Frequency: once a month</p>

Typical Consumer's Claim Cases

1. Low quality Panasonic Television

On July 8, 2005, Mr. Nguyen Duc Bao (Address: No 9, 117/15 Nguyen Son Street, Long Bien Dist., Hanoi) bought a 29 inch television brand Panasonic, model TC 29 P90V, Series RV 5400127, finished on April 27, 2005, manufactured by Panasonic AVC Vietnam (Address: Phuoc Long B ward, 9 Dist., Hochiminh city). This television got some problems after some days in use. In spite of Panasonic effort to fix that problems, the television still worked unstably in next few months (since July 8 2005, the television has 4 times got in trouble).

Mr. Nguyen Duc Bao has already made more than one request to ask Panasonic AVC Vietnam to replace another one or revoke the spoiled television and refund him. However, Panasonic, instead of doing this request, they extended 6 months warranty for this television.

On July 13, 2007, Mr. Nguyen Duc Bao made a claim for this damaged one to Panasonic AVC Vietnam again and he also sent another letter to Consumer Protection Board of Vietnam Competition Authority to take legal proceeding against Panasonic. After reviewed this case, Consumer Protection Board sent a document to Panasonic AVC Vietnam to ask this company to deal that claim base on Vietnam current regulation on consumer protection. Panasonic AVC Vietnam finally accepted to replace another one for Mr. Bao. The case finished.

2. Technical problems with Honda Wave S100 Motorbike

On May 03, 2005, Mr Dang Quan Dai resides at No 415, B1 collective building, Giang Vo ward, Ba Dinh Dist., Hanoi, bought 01 motorbike Honda Wave S100, frame no: HC12078Y, machine no: HC12F0203451 from Honda representative shop in 128 Xuan Thuy Str., Cau Giay Dist., Hanoi. After he used his motorbike for 100km, he realized that when the motorbike got the speed of 60km/h, it was a little leaned to the left side and for this reason it could be unsafe for user to turn left. He brought his motorbike to that shop to check, but the staff does not check and said that “He had to use his motorbike for more than 500 km and after that it would be fine, and another reason led to this problem was the tire was pumped too much air.”

However, Mr Dai said that he had never pumped tires, the staff made another conclusion: the motorbike was canted 2% and its status was in good condition.

Mr. Dai did not agree with the staff conclusion and the staff asked him to meet Ms. Trang at Consumer Dealing Department at 36 Pham Van Dong Str., Cau Giay Dist., Hanoi. Next, Ms. Trang, once again, asked him to bring his motorbike to the shop at 198 Tran Quang Khai Str., to check again.

On June 20, 2008, Ms Trang asked technical staff to bring his motorbike to Honda Company to check. On June 23, 2008, after the motorbike was checked, Mr. Dai got the conclusion that his motorbike status was in good condition.

Mr. Dai did not satisfy with that conclusion; he sent a letter to Consumer Protection Board of Vietnam Competition Authority to make a claim on July 10, 2008.

3. Toshiba LCD Television broke

On June 08, 2008, Ms. Le Phuong Hoa resides at Room 301, 7 floors collective building, Tay Ho Dist., Hanoi, bought 01 LCD television made by Toshiba, Seri no: 32 A3500E from Pico Plaza, delivery card no 080808_0149 and warranty card no 1108504.

On November 24, 2008, her television was broken and she got a guide to ask Warranty Division of Toshiba Hanoi to fix it.

On November 25, 2008, the Toshiba's staff came to check this and confirmed its status; he also sealed, took a photograph of this and took 01 warranty stamp from warranty card. After that, he contacted her to inform that she could get a replace one. She also got the same answer when she called Warranty Division of Toshiba at phone number: 0435737783.

One week later, there was no response from Toshiba, she contacted with Ms. Tra and she said that they will replace another one for her, but the old one was run out and they changed to another seri: LCD 32A3500 with the same features and the price was 2.5 million lower or they will appoint a staff to come her house to fix the old one. After 30 minutes thought about these ideas, she agreed to get a replace, but

after that, the company refused to change her television. She was angry with Toshiba behavior and she sent a claim letter to Consumer Protection Board of Vietnam Competition Authority on December 18, 2008.

After reviewed this case, Consumer Protection Board sent a document to Toshiba to ask this company to deal that claim base on Vietnam current regulation on consumer protection. After mediation proceeding, on December 29, 2008 Toshiba finally accepted to replace other components as exactly as Mr. Hoa request.

4. Toyota Land Cruiser smells up

02 January 2009, Gia Dinh Bank, its head officer in 135 Tran Dang Luu str., ward 2, Phu Nhuan Dist., Ho Chi Minh, purchased a Toyota Land Cruiser whose license plate is 52U – 1651 in An Thanh Service Trade Company (606 Tran Hung Dao, Ward 2, Ho Chi Minh). The car was imported by Toyota Motor Vietnam. After a short time using a car, GDB found some technical errors in the vehicle as the car boot, air conditioning blasted heat, and when the car accelerated, it caused headache and sleepiness for anyone sitting in the car. GDB cleaned the car several times, but the problem remained unsolved. GDB reported and requested ASTA to repair the car. The problem was checked and submitted in the following text:

- On 5/5/2009, two minutes of the collaboration of many parties, after a test, were confirmed to have the smell in the car while speeding up

- Official document on 8/5/2009 by ASTA confirmed that the smell of gas by using gas A92

- The minutes of National Survey Company (NSC) confirmed that this was an error technique and explained the smell in the car that appeared as text on the 8/5/2009 by ASTA is not sense.

- Official letter of Nha Rong Insurance Joint Stock Company also confirmed that customers did not have a satisfactory car, but Insurance Company was not in charge this error, it would belong to the sale;

- Official letter of retail petroleum company, petroleum area II, No 0830/XNBL-CV-GD N on 28 July 2009 determined quality of fuel for GDP M92, with it, all batches of fuel M92 that GDB purchased is a perfect and fit with the Vietnam Standard TCVN 6776:2005.

ASTA and TMV had remedied for errors of the vehicle as follows:

- Plum adhesive into slot, spray deodorant into the coil of the car
- Change the position of bleeder pipe, drain off and re-charge the gas for the coil
- Replace gas A92 by A95
- Check the exhaust system and the vents of the car

After the implementation of these measures, ASTA and TMV believed that no damage or unusual technique had been founded, they overcame the unpleasant smell, so they informed to GDB to get the car back.

However, GDP thought that disability of the car could not be detected so it should not be overcome thoroughly and may cause poisoning to people using the car. Moreover, the way of behavior of ASTA was uncultured; they want to blame the customers, fix the car unilaterally; change some original parts of the car; GDB also was not satisfied with after-sales services of ASTA and TMV, GDB had to pay a more than 100.000USD, yet they suffered many difficulties such as: the car not used as normal, took too much time, effort and money for the appeal and complain. Therefore, pursuant to legal provisions, GDB make suggestions for ASTA and TMV as follows:

- Replace a new car or redeem for GDB
- Compensate for any damages physical, mental and health of GDB
- ASTA and TMV sent Official Letter on 26/6/2009 to GDB with the proposal to buy back the car at a price that the parties had discussed. However, GDB did not approve of this solution and they required to replace the car and compensated costs as other provisions of law.

GDB has made complain in written to Vietnam Competition Authority, and the case has been being processed.

5. Toyota Camry 3.5Q smells up

Mr. Doan Khanh bought a car brand Toyota Camry 3.5Q from Sai Gon Toyota Tsusho (Toyota Tsusho) at cost 1.052.369.000 VND on December 23, 2008.

From April 2009, Mr. Doan Khanh realized that the car smelled sometimes when it accelerates to 80km/h or decelerates. He has reported about the car status to

Toyota Tsusho and Toyota has also checked three times on April 20 2009, July 13, 2009 and July 30, 2009. Finally, they made a conclusion that: smell inside the car may be caused by gasoline is being used and the smoke inside car is caused by the slot from step backward camera.

Mr. Khanh did not accept that conclusion of Toyota Tsusho and asked Toyota to replace another one or refund him. However, there is no response from Toyota Tsusho and TMV. He sent a claim letter to Vietnam Competition Authority and on August 12, 2009, VCA held a meeting with TMV and the case is to be continued.

【詳細計画策定調査】

【詳細計画策定調査】

1. 調査背景・目的

2009年8月に実施したベトナム消費者保護行政に係る基礎情報収集調査の結果、ベトナム政府が進める消費者保護法案の作成と消費者保護法執行体制整備に向けた支援の意義が確認された。消費者保護は JICA にとって新しい分野の取り組みであるが、実施のために必要な国内関係機関および関係者の協力が得られる目途が立ちつつあること、もってベトナム政府から我が国に要請があった標記案件が採択されたことから、案件立ち上げのため標記調査を実施した。

ベトナムでは、市場経済の急激な成長に伴って不公正取引や市場支配的地位の濫用といった競争政策上の問題に加え、商品の不当表示や詐欺（品質や価格をごまかす）といった消費者の健康や財に直接影響を与える問題が発生している。これらの問題については VCA が主管官庁となっており、前者については 2008 年 9 月より「競争法施行、競争政策実施キャパシティ強化プロジェクト」を実施しており、カウンターパートの能力強化が順次図られているものの、後者については今後の課題となっていた。こうした中でベトナム政府は消費者保護法の法案作りに着手、2010 年 5 月の国会上程を目指しており、法案の精査、執行能力の強化が喫緊の課題となっていたところ、我が国に対して協力要請がなされたものである。

2. 調査団員

阿部裕之 JICA 公共政策部 財政・金融課 課長
谷みどり 経済産業省商務流通グループ 消費者政策研究官
馬杉学治 JICA 公共政策部 財政・金融課

3. 調査日程

月	日	内容
1 月	31 日 (日)	ハノイ着 (谷) (阿部、馬杉は別調査後、現地滞在中)
2 月	1 日 (月)	午前：局長表敬、ベトナム競争管理局 (VCA) 協議 午後：団内打ち合わせ、資料作成
	2 日 (火)	午前：VCA 協議 午後：ミニッツ署名、日本大使館報告
	3 日 (水)	午前：ハノイ発 (谷) ベトナム事務所報告、打ち合わせ 午後：資料作成 ハノイ発 (阿部、馬杉)

4. 調査結果概要と調査団所感

今般、調査団を派遣し、ベトナム側のニーズを確認した結果、市場経済の一層の進展により消費者問題に係る事案の増加が予想され、消費者保護行政の適切な実施に係る早急かつ適切な人材育成が急務となっていることから、右を目的として要請されてきた「消費者保護行政能力強化プロジェクト」が時宜を得たものであることが明らかとなった。また、PRSC9 の政策マト

リックスにおいて消費者保護法の整備が挙げられ、JICA としてもそのための技術協力を行っていくことを明言している。

調査結果の詳細については他に譲るとして、ここでは今後の円滑な取り組みを図るための一助とすることを目的として、本件プロジェクトを実施するにあたっての留意すべき点等を述べる。

(1) プロジェクト内容と日本側の対応

ベトナムでは消費者の権利保護の考え方が非常に乏しく、本プロジェクトをきっかけとして消費者保護行政を強化していこうとする先方の意欲が非常に高いということ、**Hands-on** を主体とする日本型技術協力の効果を認識した上で日本からの専門家派遣や本邦研修に対する強い期待があるということをも本調査で確認した（EU の WTO 関連法整備（約 10 億円）のコンサルタントサービスを、スキルの移転につながらない、法律家が自分たちの立場のみを考えているということを理由に断ったとの由）。その上で以下の点について協力を要請され、当方の見解を伝えた。

ア. 消費者保護法案へのアドバイス

調査時点で VCA を中心に検討中である消費者保護法案が 3 月に政府内協議、5 月に国会上程、10 月に制定を予定していることからプロジェクトの早期実施が必要であり、本邦研修や現地セミナーを通じて Decree を含む法案に対して日本の専門家からのアドバイスを得たいという要請を先方より受けた。右については、一橋大学教授で消費者委員会委員長の松本恒雄教授を中心とした数人の限られた専門家により対応せざるを得ないものの、多忙な中での対応をお願いせざるを得ないことから、適時的確なアドバイスを行うためにはベトナム側が要点をまとめた上で質疑を行うようにすることや、電子媒体（メール）や TV 会議システムといった手段を利用することも、プロジェクトの活動として検討していくことが必要であろう。

なお、法案は非常に理想的（野心的）な内容となっており、今の VCA や関連機関が置かれている状況の中で、どの程度執行できるか、適切な運用が行われるか、極めて不透明であるところ、ベトナム側でも協議していくことになると思うが、より現実に即した法案の内容にしていくためのアドバイスを本プロジェクトで行っていくのかどうか、検討が必要である（法案作成はベトナムの専権事項であり、例えば、「日本では損害賠償に係る団体訴訟権は現状では導入されておらず、現在様々な議論がある」といったアドバイスも Recommendation に留まる可能性がある）。

イ. 執行能力の強化

法案制定後の執行能力の強化についてもベトナム側は重要な課題としており、中央及び地方の消費者保護行政担当者の能力強化について、日本による支援の強い期待が先方から述べられた。

右要請の重要性については当方も認識するところであるが、消費者保護問題と一言で述べてもその内容は、品質・安全問題、商標、訪問販売、マルチ商法、不正表示、ネット詐欺等多岐にわたり、分野についても電化製品や食料品等個々の問題を抱えており、それぞれの主

管庁が関連組織と協議を進めながら対応せざるを得ない状況となっている。従って、一人の専門家が全ての課題に対応することは難しいことを先方に認識してもらった上で、投入毎にトピックを限定する必要があること、日本側で協力が得られる専門家人材も限られていることから、専門家派遣ではベトナム側の全ての要望に応えられない可能性があること、本邦研修を通じて日本における消費者保護行政の複雑さを理解してもらうとともに日本側関係者と議論をしてもらうことが効率的である、といったことを調査団から伝えたところである。

ウ．普及活動

ベトナムでは消費者保護に関する一般消費者の認識はまだまだ低く、事業者も含めてより広く普及活動を行っていく必要があるところ、パンフレットの印刷・配布や TV 番組等の広報活動についても支援してほしい旨の要請が先方から述べられた。

本件についても上記②と同様にトピックを限定する必要がある、トピック毎のアドバイスしかできないこと（消費者保護全般と銘打った広報用資料については日本側からは適切なアドバイスができないこと）、一般消費者にまで広報するような大掛かりな経費は日本側でも負担はできないことを調査団から伝えた。

また、コールセンター立ち上げに関し、運営や体制整備に係る人材育成のための専門家派遣や苦情処理等に要するソフト開発及びネットワーク整備についての支援も要請された。右について、ベトナムでは事業者と消費者の間の斡旋を行政が対応することを想定しているものの、日本ではそのようになっていない（消費者に対する情報提供まで）ということを確認した上で本邦研修を通じてデータベース構築手法を含む体制整備について日本の経験を伝えることは可能であること、一方、ソフト開発支援については、プロジェクトの活動として扱うには技術上の難易度が高いことからプロジェクトの対象とはしないことが適当であり、その旨を先方にも伝えたところである。

エ．日本側リソース

日本では消費者庁が昨年 9 月に発足したが、発足間もないこともあって、本プロジェクトの国内協力機関としてどの程度の協力が得られるかは現時点で未定である。また、地方における特定商取引法の執行については消費者庁の下で各地の経済産業局が行っているほか、分野毎の政策は主管庁が実施している。更に課題によっては東京都消費生活部、東京都消費生活総合センター、独立行政法人国民生活センターといった消費者問題対応窓口や独立行政法人製品評価技術基盤機構（NITE）といった組織からの協力が必要であるが、こうした日本側の実施体制については現時点では未確定である。プロジェクトの円滑な遂行のためにはこうした組織からの協力を何としても得る必要がある、松本教授（前述）のアドバイスを得つつ、課題毎に適切な専門家人材を確保していきたい。特に、消費者保護と基準認証の連携は本プロジェクトにとっては避けて通れない課題となることが想定されるどころ、経済産業省からの支援は必要不可欠であり、是非とも要請したい。

オ．投入内容及びプロジェクト協力期間

本プロジェクトは、ベトナム側は勿論のこと、日本側にとっても初めて扱う分野であり、対応すべき課題も広いことから、あまり大きな目標を掲げてしまうと活動が分散化してしま

う上、成果がぼやけてしまう恐れがある。従って、日本の消費者行政に関する知見の修得を一義的な活動とし、課題も十分絞り込むことが必要である。こうした条件を勘案すれば大きな投入は避けたほうが良く、本邦研修を主体とした投入にし、短期専門家派遣による補完的な支援（アドバイス、セミナー開催）を検討すべきだろう（長期専門家の投入は検討しない）。

現地セミナーの開催にあたっては消費者保護法適用対象者の参加を検討したい旨先方より表明があったが、本分野は非常にセンシティブな内容であることから、専門家は日本の事例や知見の紹介程度に留めるべきであろう（踏み込んだ内容とはしない）。

本邦研修については、本分野が多岐にわたっていることから VCA のみではなく関連機関からの参加も検討すべきである。なお、先方からは、消費者保護行政促進の観点から高級官僚や国会議員の参加も検討したい旨要請があったところ、併せて検討したい（研修経費の削減から十分な対応ができるかどうかも含めて）。

なお、プロジェクト協力期間については、野心的な投入をしないことを前提に 1 年～1 年半程度で考えていたが、法案制定スケジュールの遅れやニーズの変化の可能性を考慮し、2 年間とすることで合意した

カ. 詳細計画の策定

ベトナム側でプロジェクトの実施を決定するためには、計画投資省（MPI）の承認、関係機関への意見聴取、商工省（MOIT）の承認等に 1 ヶ月間は要するとのことである。また、承認申請の際にはある程度の計画策定及び必要経費の概算が必要であるとのことであり、これらの作業に要する時間も勘案する必要がある。まずは詳細計画を VCA で作成し（1 ヶ月間）、それを基に日本側で精査（1 ヶ月間）、その後右を基にしたベトナム側の予算計画を 4 月までに立てたい旨提案があり、調査団も基本的に同意した。プロジェクト開始については、こうした作業期間を勘案して 2010 年 6 月とすることで双方合意したところである（法案へのアドバイスはプロジェクト開始前から適宜行うことになる）。なお、本活動計画および予算計画は 1 年間毎に見直しをする必要があり、こうした議題については通常は合同調整委員会（Joint Coordinating Committee）で議論するものであるが、本プロジェクトは小規模案件となることから、JCC の設置は想定しておらず、運営指導調査や現地事務所において対応することになる。

5. 調査結果

（1）消費者保護法案の作成状況

調査初日に最新版のドラフトが VCA から提出された。調査時点で、法案は関係省庁にコメントを依頼し、取り付け中であり、法案編集グループ（Editing Group）会合が 2 月 3 日に予定されている。今後の予定は次のとおり。

ア. 2010 年 2 月：法案を司法省へ提出し、承認を取り付ける

イ. 2010 年 3 月：法案を政府へ提出する

ウ. 2010 年 5 月：法案を国会へ提出し、コメントを取り付ける

（2）ドラフトの内容

VCA から説明があった、前回のドラフト（2009 年 11 月）からの主要な変更点は次のとおり。

項目	前回ドラフト	最新版ドラフト
消費者の定義	再販しない目的で財・サービスを購入する個人（2条, 3条）	再販しない目的で財・サービスを購入する <u>個人および団体</u> （2条, 3条）
業者の定義	合法的に設立された経済組織または営業性個人で、 <u>営業登録を受けている者</u> （Traders）（2条, 3条）	<ul style="list-style-type: none"> ・業者（別途商法で定められている定義を利用することとし、商法によれば「<u>業者</u>」とは無登録も含む。）（Traders） ・営業性個人で、<u>営業登録を受けていない者も含む</u> （Business individuals, organizations）（2条, 3条）
無効契約事由	<ul style="list-style-type: none"> ・業者の責任回避 ・消費者による申立ての制限 ・業者による履行事項の一方的な変更の権利の留保 ・業者による消費者の履行事項の一方的な変更の権利の留保 （15条）	左記に加え、以下の事由を追加： <ul style="list-style-type: none"> ・販売時における価格変更 ・業者に都合がよい契約の解釈 ・第三者を経由して提供する財・サービスに対する責任回避 ・業者の履行事項を完遂せずして消費者に履行事項を求めること ・消費者の同意なしに、業者の履行事項を第三者に移転すること （17条）
仲裁による紛争解決	一定の要件の下に <u>Mediation Center</u> を設置し、同センターを仲裁者として解決を図る。 （26～33条）	<u>特に要件を定めず、第三者機関</u> を仲介者として解決を図る。 （30～35条）

その他主な変更点は次のとおり。

項目	前回ドラフト	最新版ドラフト
製造物責任の取り扱い	消費者保護法における製造物責任は、他の法律で定められている製品保証やその他業者の責任を、代替したり除外したりするものではない。（21条2項）	製品保証の概念と混同し易いため、左記条項を削除し、用語の定義のみにとどめた。（3条）
欠陥製品の定義	<ul style="list-style-type: none"> ・各種製造規格等に基づいた製品であっても消費者にとって安全でないと判断された場合。 ・消費者保護執行機関（省庁の地方局ないし市区町村の人民委員会）が適切な安全基準を決定する。 （22条）	<ul style="list-style-type: none"> ・裁判所が、以下の事由による製品欠陥を製造した業者の責任を判断する。 ・技術的な設計による欠陥 ・製造、流通、保管の状況から生じる欠陥 ・製品の使用に際し、業者が必要な情報や注意を十分に提供しなかったことにより生じた欠陥

		(25 条)
消費者の苦情取り扱い機関	<ul style="list-style-type: none"> ・消費者からの苦情は、当該市町村の消費者保護執行機関が管轄する。 ・省庁の地方局がそれぞれの管轄に応じて行政処分を決定した事案に関連した消費者苦情については、同局が扱う。 (38 条)	以下の 2 つの案を検討中： <案 1> (1)省庁の地方局がそれぞれの管轄に応じて行政処分を決定した事案に関連した消費者苦情については、同局が扱う。 (2)上記以外の事案については市町村の人民委員会が取り扱う。 <案 2> (1)ある事案について省庁の地方局がそれぞれの管轄に応じて行政処分を決定した場合、同事案の被害者は同局に対して苦情を申し立てできる。 (2)上記にて決定されなかった場合、消費者は市町村の人民委員会に苦情を申し立てできる。 (3)上記(1)の場合において消費者が市町村の人民委員会に苦情を申し立てた場合、同委員会は消費者に当該地方局を紹介する責務を負う。 (40 条)

(3) ドラフトにおける懸案

ア. 関係機関 (別添資料 3)

消費者保護行政執行機関 (9 条)	
Government (政府)	政策立案・推進
MOIT (商工省)	主務官庁、VCA を管轄
VCA (競争管理局)	具体的な消費者保護政策の立案・推進、全国レベルの大型事案の取り扱い、諸官庁調整
Department of Industry and Trade (地方の商工局) (全国 64 ヶ所)	市町村における消費者保護政策推進、所管分野の事案について、既存の法律に基づき企業に対する処分 (購入額返還命令 ⁵) を決定
Relevant State Management Agencies in Provinces (省庁の地方局 (出先)) (全国 64 ヶ所)	市町村における所管分野の事案について、既存の法律に基づき企業に対する処分 (購入額返還命令) を決定 40 条を基に業務調整
People's Committee of District (市町村の人民委員会)	

⁵ 補償金については、裁判所による裁決を経て決定することになっている。

	(省レベルと併せ全国 679 ヶ所)	
その他関連機関		
	Consumer Protection Organization (消費者保護団体) (58 条～) ⁶	消費者相談、仲裁団体の設立、団体訴訟の取り扱い
	Court (裁判所)	仲裁・処分決定

消費者保護行政の執行において現場レベルで実際に動くのは、上記表のうち省庁の地方局であり、市町村の人民委員会⁷である。VCA は消費者保護行政の推進と共に、関係機関との調整を図りつつ、執行することになっているが、その調整手段や調整能力の向上については今後の取り組み次第である。

VCA によると、調査時点で想定されている省庁間に跨る事案の調整手続きは次のとおりだが、係る手順はドラフトに記載がない。

- ・ 事案に関係する所管省庁を集め、審査委員会を立ち上げる。
- ・ 必要に応じて関係機関に VCA からレターを発信し、意見調整を行う。
- ・ 既存の法律（品質法、標準規格法など）に基づき、処分が可能かどうか、審査委員会としての意見を政府に提出する。
- ・ 事案の分野の主務官庁が処分の決定を下す。
- ・ 主務官庁が決まらなかったり、既存の法律による処分を決定できない場合は、消費者保護法の 64 条（現行ドラフト）に基づき、処分を決定する。

イ. 調停 (Mediation) (32 条～)、仲裁 (Arbitration) (36 条～)、行政による紛争処理 (39 条～)

第三者（個人または団体）が、Mediation のための専門団体を設立できることとし、設立のための要件は設けないこととした（同時に「Mediation Center」という用語は基本的に削除した）。これにより比較的容易に設立が可能となるため、設立件数が増えることが期待されているが、実態はまだまだそこまで至っていない。VCA によると、こうした Mediation 機関は弁護士委員会、新聞社、消費者保護機関などが設立してくれることを期待している。

Mediation の結果、双方で議事録を取り交わし、それを基に双方が履行する努力をすることとなるが、議事録に強制力はなく、履行の実施をどう担保するかがまだ詰められていない点を課題としている。（現状では不服があれば裁判により解決することとしている。）

こうした第三の機関を通じて解決を図る仕組みは、シンガポールの制度を参考にしたことである。

また、消費者は地方行政に少額で簡明な紛争の処理を要請する権利があるとするが、この要請を処理する主体（上記ア.の一部）についてのドラフトは現状では二案（p.6）ある。

ウ. 団体訴権 (57 条)

日本には団体訴権は差し止め請求についてのみ最近導入されたが、損害賠償については導入されておらず、国内でも各国でも色々な議論がなされている難しい問題である。法案では

⁶ VINASTAS はこのうちの 1 つ。現時点では他に全国で 35 組織存在する由である。

⁷ 人民委員会は全国 64 省と大都市にあるが、その下の市町村レベルと併せると、全国に 679 ヶ所存在する。

詳細な手続きの確立については、政府と裁判所が決めるとの項を残しており、実施の実現性については未定としている。

エ. 処分決定（64条）

上記ア. のとおり、違反事案については市町村における各省の地方局がそれぞれの所管分野について、既存の法律に基づき企業に対する処分（購入額返還命令）を決定するが、既存のどの法律でも判断が抛り難い場合についてのみ、64条による罰則が適用されることになる。しかし、どのような事例がそれに該当するのか、まだ想定はされていない。

オ. 商品の不具合と製造物責任の問題

前回調査で「代表的な消費者クレーム例」として VCA が提示した「トヨタ車エンジンからの異臭」で見られるように、ベトナムでは消費者からの苦情の対象である事業者の問題があるもの⁸とないもの⁹が混同されているように思われる。作成中の消費者保護法案が、賠償を取りやすい相手にクレームをつけるような行動を助長する内容となってしまうと、かえって消費者全体の利益を損ない経済の合理性を損なう恐れがあり、注視が必要と思われる。

VCA は欠陥製品の摘発基準として、当該製品が基準を満たして生産された場合と、基準を満たさないことを承知のうえで生産された場合の二通りに分けているとのことだった。しかし、製造物責任法は業者側の過失の有無を問わないため、ベトナムにおける製造物責任の解釈と運用、消費者保護法との解釈の整理などは、これからの課題といえる。¹⁰

（4）プロジェクト内容

例えば昨年、VINASTAS に寄せられた消費者の苦情内容のうち、最も多かったのが、パソコンや携帯電話といった電気用品だった。次いで多かったのが食品（特に生乳）やインターネットや電話などの通信サービスだった¹¹。このように消費者問題は多岐の分野（商品、商取引方法など）にわたることから、例えばある分野で専門家を投入しても、その専門家がすべての問題を扱えるわけではない。日本側の限られた専門家人材の事情を考えると、技術協力については専門家を派遣するよりも、ベトナム側関係者に日本の消費者保護政策の実態と取り組みを見

⁸ 粉ミルクを生乳と偽る、菓子の重量を稼ぐために石の粉を混入する、安全基準を満たさないバイクのヘルメット、等

⁹ ガソリンの品質が悪いことによって車内に異臭が漂ったにもかかわらず、消費者がこれを自動車のエンジンの問題と考える等

¹⁰ 日本の製造物責任法第2条第2項「この法律において「欠陥」とは、当該製造物の特性、その通常予見される使用形態、その製造業者等が当該製造物を引き渡した時期その他の当該製造物に係る事情を考慮して、当該製造物が通常有すべき安全性を欠いていることをいう。」欠陥には、次の3つの種類があるといわれている。

http://www.law.co.jp/okamura/PL_Law/index.htm

① 設計上の欠陥：製造物の設計段階で十分に安全性に配慮しなかったために、製造される製造物全体が安全性に欠ける結果となった場合。

② 製造上の欠陥：製造物の製造過程で粗悪な材料が混入したり、製造物の組立に誤りがあった等の原因により、製造物が設計・仕様どおりに作られず安全面を欠く場合。

③ 指示・警告上の欠陥：有用性ないし効用との関係で除去し得ない危険性が存在する製造物について、その危険性の発現による事故を消費者側で防止・回避するに適切な情報を製造者が与えなかった場合。

なお、日本の製造物責任には製造者からの引き渡し後十年という期限があるが、ベトナムの法案には期限の規定はない。

¹¹ Vietnam News 2010/1/28

てもらい、こうした日本の取り組みがベトナムでどのように活かせるのか考えてもらった方が効率的であると、調査団は結論に至った。

従って、プロジェクトは国別研修（本邦研修）を主体とする一方、研修のフォローアップや特定の課題など必要性に応じて、短期専門家の派遣を検討することとする。

具体的には VCA が特定のトピックを含めた活動案を作成し、日本側が国内協力機関の協力取り付けや専門家人材の確保の可能性などを踏まえ、活動案を必要に応じ修正しつつ、可能な技術支援を行う。

なお、法案に対するコメントや意見交換が必要となった場合は、随時メールやテレビ会議などで実施することとした。

(5) ミニッツ

ア. 本件は小規模案件（1 億円以下）であることから、R/D（Record of Discussions：協議議事録）によらず、M/M（Minutes of Meetings）によることとした。なお、文書の内容については、R/D とほぼ同じである。

イ. 同様に PDM（Project Design Matrix）と PO（Plan of Operations）も作成せず、プロジェクトはミニッツに別添している Master Plan によるものとする。

プロジェクト目標	VCA の消費者保護法の執行体制整備の基礎を固めるための貢献がなされる
成果	1. VCA および政府関係機関の消費者政策および消費者保護法に対する理解が促進される。
	2. 消費者保護に携わる職員や機関の能力の向上が図られる。
活動	1-1. 日本の消費者政策および消費者保護法について、VCA および他関係機関の間で、情報と経験を共有する 1-2. 消費者保護法案とガイドラインについて、日本の専門家が提供したコメントを共有する 2-1. 消費者保護に携わる職員や機関の能力開発と法執行に関する日本の経験について、VCA および他関係機関の間で、情報と知識を共有する 2-2. 消費者の啓蒙向上に関する日本の経験について、VCA および他関係機関の間で、情報と知識を共有する 2-3. 現在のベトナムの状況に応じて提供された日本の専門家のコメントを共有する
受益者	直接受益者：VCA 間接受益者：消費者、消費者保護組織、業者、その他関係省庁

ウ. 日本側の投入は、国別研修（本邦研修）と短期専門家の 2 種類とした。研修のタイミングや内容、また短期専門家の業務内容については、追って協議することとした。

エ. 協力期間は、2010年6月から2年間とした。これは、法案が国会の承認を得るまでに要する期間（予定では今年11月頃）と、新法に基づく執行体制の構築に時間が掛かることが想定されることから、投入は多くはないものの、期間を長めに確保し、可能な限りベトナム側の要請に応えようとするものである。

(6) VCA の要望など

ア. コールセンター立ち上げ支援

VCA は内部にコールセンターの設立を計画している。コールセンターの役割は、消費者からの苦情を聞き、消費者の対応方法についてガイダンスを与えるというものである。

(VINASTAS も消費者からの苦情を受け付けるが、消費者と業者の間に入り仲裁を図るという点で、VCA と役割が異なる。) それにより VCA が消費者苦情の統計を取り、自らの活動に役立てることも想定されている。またコールセンターは消費者が苦情を申し立てることができるチャンネルを増やすという意味もある。(消費者の苦情申し立てチャンネルは他に、市町村の人民委員会、省庁の地方局、仲裁機関、裁判所ということになる。)

コールセンターの立ち上げにあたり、その運営方法、必要なソフト設計（消費者苦情を一元管理するための入力ソフト）、職員研修について要望がなされたが、以下のとおり考えられる。

イ. 運営方法と職員研修

日本の消費生活相談件数は全国で約1百万件/年、東京都だけでも125,000件¹²ある(東京都で1日あたり342件)。ベトナムの場合、2008年に774件、2009年6月時点で596件であり¹³、仮に2009年通年で1,000件だったとすると、1日あたり3件程度である。日本政府の消費者相談室や、地方消費生活センターの相当部分は消費者と業者の斡旋は行わず、消費者に対してアドバイスを行っている。消費者問題は財の品質の問題と契約の問題があるが、品質問題についての判断には技術的な知見や実験設備が必要であり、一方、契約問題については事実関係の見極めや法律判断等が難しい。いずれにしても、単純な受付処理で終わる作業ではないうえ、幅広い分野にわたって問題が存在することから、対応者は幅広い商品知識や法的知識が求められる。

【プロジェクトでの対応】

VCA には本邦研修でこのような事情や運営の難しさ、取り組みを見てもらい、センターの運営のあり方を学び取ってもらう方が効率的と考えられる。

ウ. ソフト設計

日本では消費者問題を PIO-NET などデータベースとネットワークで管理しており、苦情内容、氏名等のほか、製品名やその社名などを入力するようになっている。これにより、苦情件数や内容を統計処理している。

【プロジェクトでの対応】

¹² 平成20年度

¹³ VCA から提供されたデータで、VINASTAS、地方の消費者団体、商工局に寄せられた苦情件数を合計したものの。

VCA には本邦研修でこのようなデータベースの入力内容や活用方法を紹介し、ベトナムの事情に適したデータベースの構築や活用について学び取ってもらう方が効率的と考えられる。なお、ソフト設計・開発については極めて高度な IT 技術が求められ、多くの時間と資金が必要になることから、本プロジェクトでは扱わないこととする。

エ. 各種資料等の作成・印刷支援

消費者政策と消費者保護法の啓蒙普及を図るため、リーフレット等資料を作成・印刷や TV 番組の制作を検討しており、そのための資金を支援して欲しいとの要望が出された。

消費者問題は幅広い分野にわたっており、複数の省庁等機関が関係する多様な問題であることから、一人の専門家が全ての消費者問題に対応できるわけではなく、分野・内容などトピックを抽出したうえで必要な助言を行うことが現実的である。また一般消費者等向けの啓蒙を強化するため、リーフレット等を大量に印刷し配布するのは現実的ではない。

【プロジェクトでの対応】

我が国では消費者教育のほか、様々な個別分野で実際に起きている事案について新聞、テレビやホームページなどを通じて具体的に説明する手法を取っており、短期専門家派遣による支援ではなく、こうした日本の取り組みを本邦研修で紹介する。仮に VCA が印刷物を制作する場合、内容によってはプロジェクトの在外事業強化費を利用した支援の検討も可能ではある。しかし調査団から、こうした資金的支援は本プロジェクトの規模・内容に鑑み殆ど期待できない旨を伝達したところ、VCA は理解を示した。

(7) 今後の予定

- ア. VCA が活動案を提示する。(2月)
- イ. 日本側で対応可能な活動とプロジェクト予算を提示する。(3月)
- ウ. 双方で活動計画を調整する。(4月)
- エ. プロジェクト開始は6月1日を予定。まずは国別研修の実施を想定する。

別添資料

1. 署名済ミニッツ
2. 執行体制図
3. 法案

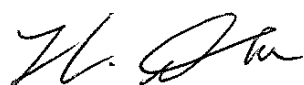
**MINUTES OF MEETINGS
BETWEEN
JAPAN INTERNATIONAL COOPERATION AGENCY
AND
VIETNAM COMPETITION AUTHORITY OF
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM
ON JAPANESE TECHNICAL COOPERATION
FOR
PROJECT FOR STRENGTHENING CAPACITY OF
CONSUMER PROTECTION ADMINISTRATION**

The Japanese Detailed Planning Survey Team (hereinafter referred to as "the Team") , organized by Japan International Cooperation Agency (hereinafter referred to as "JICA") and headed by Mr. Hiroyuki Abe, visited the Socialist Republic of Vietnam from February 1st to 3rd, 2010, for the purpose of working out the framework of the technical cooperation program concerning the "Project for Strengthening Capacity of Consumer Protection Administration" (hereinafter referred to as "the Project").

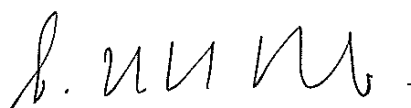
During its stay in the Socialist Republic of Vietnam, the Team exchanged views and had a series of discussions with the authorities of the Government of the Socialist Republic of Vietnam represented by the Vietnam Competition Authority (hereinafter referred to as "VCA") with respect to measures to be taken by JICA and the Government of the Socialist Republic of Vietnam for the successful implementation of the Project.

As a result of the discussions, the Team and VCA agreed on the matters referred to in the document attached hereto.

Hanoi, February 2nd, 2010



Mr. Hiroyuki Abe
Leader
Detailed Planning Survey Team
Japan International Cooperation Agency
Japan



Mr. Bach Van Mung
Director General,
Vietnam Competition Authority
Socialist Republic of Vietnam

THE ATTACHED DOCUMENT

I. COOPERATION BETWEEN JICA AND THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM

1. The Government of the Socialist Republic of Vietnam will implement "Project for Strengthening Capacity of Consumer Protection Administration¹" (hereinafter referred to as "the Project") in cooperation with JICA.
2. The Project will be implemented in accordance with the Master Plan which is given in Annex I.

II. MEASURES TO BE TAKEN BY JICA

In accordance with the laws and regulations in force in Japan, JICA will take, at its own expense, the following measures according to the normal procedures under the Colombo Plan Technical Cooperation Scheme.

1. DISPATCH OF JAPANESE EXPERTS
JICA will provide the services of the Japanese experts as listed in Annex I.
2. TRAINING OF THE VIETNAMESE PERSONNEL IN THE SOCIALIST REPUBLIC OF VIETNAM AND/OR IN JAPAN
JICA will provide necessary technical training in the Socialist Republic of Vietnam and/or in Japan for the Vietnamese personnel concerned with the Project.

III. MEASURES TO BE TAKEN BY THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF VIETNAM

1. The Government of the Socialist Republic of Vietnam will take necessary measures to ensure that the self-reliant operation of the Project will be sustained during and after the period of Japanese technical cooperation, through full and active involvement in the Project by all related authorities, beneficiary groups and institutions.
2. The Government of the Socialist Republic of Vietnam will ensure that the skills and knowledge acquired by the Vietnamese personnel as a result of the Japanese technical cooperation will contribute to the economic and social development of the Socialist Republic of Vietnam.

¹ The Project title in the original request was "Project for Building Consumer Protection Law and Strengthening Enforcement of Consumer Regulations". The both sides agreed to change the title to the one given in the document title.

3. The Government of the Socialist Republic of Vietnam will grant in the Socialist Republic of Vietnam privileges, exemptions and benefits to the Japanese experts referred to in II-1 above, which are no less favorable than those accorded to experts of third countries working in the Socialist Republic of Vietnam under the Colombo Plan Technical Cooperation Scheme.
4. The Government of the Socialist Republic of Vietnam will take necessary measures to ensure that the knowledge and experience acquired by the Vietnamese personnel from the technical training in Japan will be utilized effectively in the implementation of the Project.
5. In accordance with the laws and regulations in force in the Socialist Republic of Vietnam, the Government of the Socialist Republic of Vietnam will take necessary measures to provide or prepare the services of the Vietnamese counterparts as listed in Annex II at its own expense.
6. In accordance with the laws and regulations in force in the Socialist Republic of Vietnam, the Government of the Socialist Republic of Vietnam will take necessary measures to meet:
 - (1) Personnel expenses for the Vietnamese counterparts; and
 - (2) Running expenses necessary for the implementation of the Project.

IV. ADMINISTRATION/IMPLEMENTING FRAMEWORKS OF THE PROJECT

1. The Director General of VCA, as the Project Director, will bear overall responsibility for the administration and implementation of the Project.
2. The Head of International Cooperation Board of VCA, as the Project Manager, will be responsible for the managerial and technical matters of the Project.
3. The Japanese experts will provide necessary recommendations and advice to the Project Director and the Project Manager on any matters pertaining to the implementation of the Project.
4. The Japanese experts will give necessary technical guidance and advice to the Vietnamese counterpart personnel on technical matters pertaining to the implementation of the Project.

V. CLAIMS AGAINST JAPANESE EXPERTS

The Government of the Socialist Republic of Vietnam undertakes to bear claims, if any arises, against the Japanese experts engaged in technical cooperation for the Project resulting from, occurring in the course of, or otherwise connected with the discharge of their official functions in the Socialist Republic of Vietnam except for those arising from the willful misconduct or

gross negligence of the Japanese experts.

VI. MUTUAL CONSULTATION

There will be mutual consultation between JICA and the Government of the Socialist Republic of Vietnam on any major issues arising from, or in connection with this Attached Document.

The both sides will discuss and decide on the detailed activity plan of the Project for each year.

VII. MEASURES TO PROMOTE UNDERSTANDING OF AND SUPPORT FOR THE PROJECT

For the purpose of promoting support for the Project among the people of the Socialist Republic of Vietnam, the Government of the Socialist Republic of Vietnam will take appropriate measures to make the Project widely known to the people of the Socialist Republic of Vietnam.

VII. TERM OF COOPERATION

The term of cooperation for the Project under this Attached Document will be from June 1, 2010 to May 31, 2012.

ANNEX I MASTER PLAN

ANNEX II LIST OF VIETNAMESE COUNTERPART AND ADMINISTRATIVE PERSONNEL



I. General Information on the Project

1. Title of the Project
 "Project for Strengthening Capacity of Consumer Protection Administration"
2. Duration of the Cooperation
 From June 1, 2010 to May 31, 2012
3. Project Site(s)
 Hanoi
4. Target Beneficiaries
 - 1) Direct Beneficiaries
 - a. Vietnam Competition Authority
 - 2) Indirect Beneficiaries
 - a. Consumers, Consumer Protection Organizations and Traders
 - b. Other relevant government agencies

II. Basic Framework of the Cooperation

1. Project Purpose (Outcome)
 Contribution is made to developing a blueprint of VCA administration for enforcement of Consumer Protection Law.
2. Outputs
 - 1) VCA and relevant government authorities' understanding of Consumer Policy and Consumer Protection Law is promoted.
 - 2) Improvements are made to capacities of staffs and organization that are engaged in consumer protection
3. Activities
 - 1-1. Share information and experience on Japanese Consumer Policy and Consumer Protection Law among VCA and other relevant organizations.
 - 1-2. Share comments that is provided by the Japanese experts on the draft Consumer Protection Law and Guidelines.
 - 2-1. Share information and knowledge among VCA and other relevant organizations on Japanese experience of capacity development of staffs and organizations as well as law enforcement that are engaged in consumer protection.
 - 2-2. Share information and knowledge among VCA and other relevant organizations on Japanese experience of improving consumer awareness.



2-3. Share advice that is provided by the Japanese experts in line with the current situation in Vietnam.

4. Input

1) Input from Japan

a. Training in Japan

The timing and the contents of training in Japan will be decided in due course by JICA, taking into account the findings of the study and the needs expressed by VCA.

b. Dispatch of short-term experts

The timing and the Terms of Reference (TOR) of the Japanese experts will be decided in consultation with JICA and VCA in due course.

2) Input from the Socialist Republic of Vietnam

a. Assignment of counterpart personnel

b. Domestic transportation fee for counterpart personnel; and

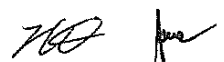
c. Provision of facilities, equipment and office space for Japanese experts

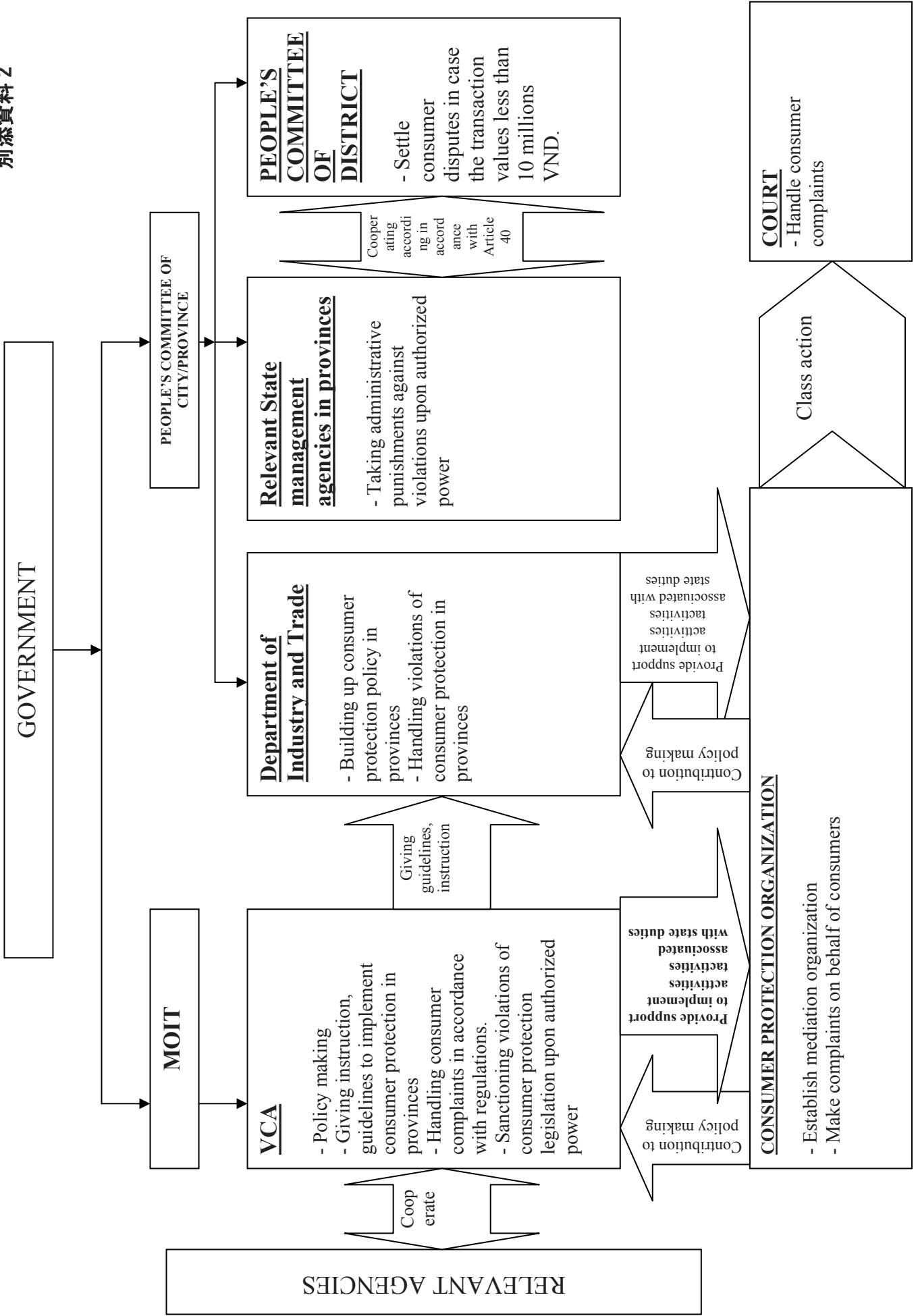
ANNEX II LIST OF VIETNAMESE COUNTERPART AND ADMINISTRATIVE PERSONNEL

1. Counterpart Personnel

- (1) Project Director
- (2) Project Manager
- (3) Technical Counterparts

2. Other personnel mutually agreed upon as necessary





NATIONAL ASSEMBLY SOCIALIST REPUBLIC OF VIETNAM
Law No.: /2010/QH12 **Independence - Freedom - Happiness**

DRAFT 3.1

LAW ON PROTECTION OF CONSUMERS' INTERESTS

Pursuant to the 1992 Constitution of the Socialist Republic of Vietnam as amended and supplemented as to a number of articles under Resolution No. 51/2001/QH10;

The National Assembly issues the Law on protection of consumers' interests.

CHAPTER I
GENERAL PROVISIONS

Article 1. Governing scope

This law provides for the protection of consumers' interests before and during their transactions with business individuals, organizations; for the protection of consumers' interests during their uses of goods and services; including the principles of consumers' interests protection; responsibilities of business individuals, organizations to consumers; resolution of disputes between consumers and business individuals, organizations; Consumers' interests protection associations and dealing with violations of the legislation on the protection of other acts of consumers' interests protection.

Article 2. Subjects of application

This law is applicable to the following subjects:

1. Consumers;
2. Business individuals, organizations
3. Consumers' interests protection State management bodies.
4. Consumers' interests protection associations;
5. Other agencies, organizations involved in the consumers' interests protection activities in accordance with the law.

Article 3. Interpretation of terms

In this Law, the terms below are construed as follows:

1. “*Consumers*” are individuals and organizations who purchase or legally use goods and services without goal of resale them.

2. . “*Business individuals, organizations*” include:

a) Traders;

b) Individuals are legally-established entities and individuals conducting their regular, independent commercial activities without business registration

3. “*Product liability*” is the liability of business individual, organization to compensate the damages caused by defective goods to consumers regardless his/her fault.

4. “*Defective product*” means a product that does not satisfy reasonable extent of safety, capable of causing damages to consumers’ lives, health and assets, even in case when product manufactured right under the existing standards or regulations.

5. “*Disturbing consumers*” means any direct or indirect contact with consumers for marketing goods or services or business individual, organization or for entering contracts in contrary to their will.

6. “*Consumers’ complaint*” means an act of consumers to request business individual, organization to satisfy their claims relating to goods and services supplied by such business individual, organization when their lawful rights and interests¹ are violated.

7. “*Dispute of consumers*” is dispute arising from between consumers and traders and related party during the purchase, use of goods, services

8. “*General transaction conditions*” include rules and regulations relating to sale or supply of services which are unilaterally applied by business individual, organization to their customers during purchase and use of goods and services.

9. “*Negotiation*” means a method of dispute resolution directly between consumers and business individuals, organizations.

¹ The Vietnamese term “lợi ích” can also be translated as “benefits”.

10. “*Mediation*” means a method of dispute resolution between consumers and business individual, organization conducted through a third party.

11. “*Mediation centre*” means an organization conducting mediation of disputes between consumers and business individual, organization in accordance with the provisions of this Law.

12. “*Template contract*” means a contract containing terms proposed by a business individual, organization for making transactions with his/her consumers.

Article 4. Protection of consumers’ personal information

1. Consumers’ personal information is protected in entering transactions of sale of goods or rendering services with business individual, organization.

2. In case of necessity to get and use the personal information of consumers, business individual, organization shall have obligation:

a) to disclose to consumers the purpose of getting and using personal information of the latter;

b) To use the received information for the purpose that must be disclosed and consented in advance by consumers;

c) To ensure integrity, preciseness and safety of information during process of acquiring, using and keeping it and to ensure its transfer to consumers;

d) To take measures to upgrade and adjust the received information if discover it incorrect;

d) To transfer the received information to the third party only by the consent of the concerned consumers except in cases provided by law.

3. Business individual, organization shall be obliged to take measures to implement the provisions in Clause 2 of this Article.

Article 5. Consumers’right

1. Consumers shall have the right to be ensured their safety in terms of their lives, health, assets and other legitimate rights and interest shall be protected when they are involved in consumption transactions and when

they are using goods and services provided by the business individuals, organizations.

2. Consumers shall have the right to be provided with accurate and sufficient information about business individuals, organizations, details of transactions, goods, services and other necessary information.

3. Consumers shall have the right to select goods and services, business individuals, organizations for supplying services and goods depending on their demand and actual conditions; to freely consider whether or not to participate in a transaction and to consider details of the agreement with the business individuals, organizations.

4. Consumers shall have the right on complaints and give comments to business individuals, organizations concerning the price, quality of goods and services, manner of service, method of transaction and other details relating to the transactions between consumers and business individuals, organizations.

5. Consumers shall have the right on compensation of damages caused by the goods or services supplied not in proper standards, quality, quantity, purported consumption goal, in price or in other details as already declared and committed by a business individual, organization. x

6. Consumers shall have the right on complains, denounces or on a lawsuit agaisnt business individuals, organizations in accordance with this Law and other relevant laws. All violations of consumers' lawful rights and interests must be handled promptly, compensation of damages must be made in accordance with law.

7. Consumers shall have the right to have access to policies and laws concerning consumers' interests protection, and to contribute to the development and enforcement of those policies and laws.

8. Consumers shall have the right to set up and participate in the organizations to protect their legitimate rights and interests as provided for by this law and relevant laws.

Article 6. Obligations, responsibilities of consumers

1. Consumers are prohibited from using the regulations of consumers' interests protection for encroaching upon the legitimate rights and interest of the State and other organizations and individuals.

2. Consumers have to protect themselves during the consumption of goods and services; implement right and fully the guidelines on method of using goods and services; do not use goods, services making harmful to the environment and against habits and customs, causing harmful to their own and public lives and health.

3. Consumers have the obligation to discover, denounce to the competent authorities about individuals, organizations trading goods and services which encroach upon the legitimate rights and interests of the consumers, about the illegal, irresponsible activities of the State authorities, officials on consumer protection.

Article 7. Principles on the consumers' interests protection

1. The legitimate rights and interests of consumers are respected and protected by the State.

2. There is no agencies, organizations, individuals have the right to dispossess, reduce the legitimate rights and interests of consumers.

3. All the violations to the legitimate rights and interests of consumers have to be handled timely, in case of damages, it must be compensated under the regulations of law.

4. The protection of consumers' interests have to respect the interests of the State, the legitimate rights and interests of other organizations and individuals.

5. Business individuals, organizations must implement their responsibilities in accordance with this Law and other relating laws.

Article 8. Policies on consumers' interests protection

1. The State encourages the people to consume in a rational manner; implements the policies on consumers' interests protection pursuant to the socio-economic conditions and international commitments, encourages the expansion of international cooperation in the consumers' interests protection field.

4. Protecting the legitimate rights and interest of consumers is the common responsibility of the society. The State encourages people to take part in consumers' interests protection activities

5. Agencies and organization within the scope of their duties and powers are responsible to propaganda, educate and encourage the people to take part

in consumers' interests protection sector and to implement laws on consumers' interests protection.

Article 9. State administration on consumers' interests protection

1. The Government shall be responsible for common State administration on consumers' interests protection in the whole nation.

2. The Ministry of Industry and Trade (MoIT) is responsible to the Government for carrying out common State administration in the sector of consumers' interests protection.

3. Ministries, ministerial-level agencies and Government agencies, within the scope of their functions, duties and powers are responsible to coordinate with MoIT during the consumers' interests protection activities.

4. People's committees at all levels have to implement common State administration of consumers' interests protection in their respective locality as assigned by the Government.

Article 10. Contents of State administration on consumers' interests protection

1. Drafting, issuing or submit policies, strategies, plans, programs, projects, legal normative documents to the competent authorities for their approval for issuance in regard to consumers' interests protection and executing agencies.

2. Directing, guiding the implementation of the task of consumer protection at localities.

3. Settling complaints of consumers according to provisions of this Law.

4. Handling violations of laws on consumers' interests protection within the scope of their power.

5. Coordinating with competent agencies to deal with other violations of laws which might influence the consumers' interests.

6. Detecting and complaining about administrative acts or administrative decisions of State agencies which violate the consumers' interests.

7. Independently examining and evaluating goods, services and provide warnings to consumers, make proposals to the competent State agencies for settlement.

8. Chairing, coordinating with relevant authorities and organizations in the propaganda, dissemination and education of the law on protection of consumers' interests.

9. Chairing, coordinating with relevant authorities and organizations in conducting examinations and inspection of the observance of the law on consumers' interests protection.

10. Carry out the function of State administration with regard to the operations of consumers' interests protection associations and consumers mediation organizations.

11. Controlling printed – sample contracts and general transaction conditions according to the regulations of this Law.

12. International cooperation on the sector of consumers' interests protection with the scope of their power.

13. Implementing other duties and rights under the regulations of laws.

CHAPTER II PROTECTING CONSUMERS' INTERESTS BEFORE TRANSACTIONS WITH BUSINESS INDIVIDUALS, ORGANIZATIONS

Article 11. Communication to consumers

In providing consumers with information, business individuals, organizations shall have the following duties:

1. To properly label their goods as provided for by law;
2. To publicly display prices of goods or services in business places as required by law;
3. To provide consumers with sue guidance in Vietnamese if so provided for by laws or if the goods contain such requirement;
4. To provide sufficient information about the possibility of adverse the supplied good or services on the health, lives and property of consumers and about preventative measures;
5. To provide information about the capacity to supply spare parts or accessories for replacement;
6. To provide consumers with relevant information and documentations in the Vietnamese language about the conditions, terms, place and procedures of warranty if the goods and services are subject to warranty;

7. To provide consumers with accurate and sufficient information about general transaction conditions before the transaction takes place.

Article 12. Fraudulent and misleading acts to consumers

1. Business individuals, organizations are prohibited from conducting fraudulent acts against consumers by way of providing inaccurate and misleading information about one of the following:

a) The goods, services which are provided by such business individuals, organizations;

b) Reputation, goodwill, business capacity, capacity of supplying goods, services and other characteristics of the business individuals, organizations;

c) Nature, characteristic of the transaction between consumers and such business individuals, organizations;

2. Business individuals, organizations are prohibited from conducting misleading acts against consumers by way of providing insufficient information or hiding information about one of the details referred to in Clause 1 of this Article.

3. In cases where a business individual, organization provides information to consumers through a third party, this third party shall be responsible for:

a) Ensuring the accuracy, adequacy of the provided information.

b) Request the business individuals, organizations to provide evidence proving the accuracy and adequacy of the information in case there is the suspicion that the information is inaccurate or inadequate, violating regulations of laws or may cause damages to consumers prior to providing the information.

c) Being jointly responsible for providing inaccurate or inadequate information, unless [this third party] can prove it having taken all the measures provided for by laws to examine the accuracy and adequacy of the information.

Article 13. Disturbing consumers

1. Business individuals, organizations are prohibited to conduct any of the following acts:

a) Continuous contacts with consumers in contrary to their will.

b) Continuation of marketing consumers after their request to stop contacting and marketing;

c) Intentionally contacting consumers after 22 pm and before 6 am;

d) Other acts disturbing consumers which cause an obstruction, bad impacts to the consumers' works and daily life..

2. If a business individual, organization contacts consumers via mass-media, the owner of the given mass-media shall be responsible:

a) to build, develop technical solutions to prevent the possibility that the media, services under their management are used for the purpose of disturbing consumers;

b) To refuse the business individuals, organizations in using the communication services under their management to conduct activities which may disturb consumers.

c) To stop the contract with the business individuals, organizations who use the leased their media, services to conduct activities disturbing consumers at the consumers' complaint or competent state bodies' request.

Article 14. Duress against consumers

Business individuals, organizations are prohibited from taking one of the following acts:

1. Using force, Directly or indirectly forcing or threatening to use force or other ways to cause damages to the consumers' lives, health, prestige, dignity, assets in order to constrain the consumers to purchase goods or use services.consumers.

2. Abusing consumers' difficult situation legal incapacity or limited capacity for the purpose of constraining them to take the entering transactiontransaction;

3. Implementing commercial promotion activities and requesting for directly contacting with children, sick people and other consumers being in condition of limited capacity.

4. Requesting consumers to pay for the provided goods, services supplied without any the agreement prior with the latterconsumers;

CHAPTER III
PROTECTING CONSUMERS' INTEREST IN TRANSACTIONS
WITH BUSINESS INDIVIDUALS, ORGANIZATIONS

Article 15. Language in contracts

In case a contract is concluded with consumers in writing the wording of the contract must be clear, understandable and in Vietnamese except otherwise agreed by the parties.

Article 16. Contract interpretation

If the contents of a contract can be interpreted in different ways, the contracts shall be interpreted in favor of the consumers.

Article 17. Invalidity of terms

1. Any clause of a contract entered into with consumers or general transaction term shall be null and void in one of the following cases:

a) Excludes business individuals, organizations from their liability before consumers in accordance with the law;

b) Excludes consumers from the right to make complaint and initiate lawsuits;

c) Allows business individuals, organizations to be unilaterally entitled to change the commercial contractual obligations already agreed with consumers or rules and customs of sale of goods or rendering of services applicable to these goods or services but not clearly identified in the Contract.

d) Allows business individuals, organizations to be unilaterally entitled to decide whether or not consumers are to perform certain obligations;

dd) Allows business individuals, organizations to stipulate, change prices at time of transferring goods or services;

g) Allows business individuals, organizations to explain contract in case where the contract's terms can be explained in different ways;

h) Excludes the responsibility of business individuals, organizations in case where the business individuals, organizations selling goods or supplying services through a third party;

m) Stipulates that consumers must comply with all obligations even when business individuals, organizations do not complete their duties.

n) Allows business individuals, organizations to transfer their rights and obligations to a third party without being agreed by consumers.

p) Restricts other consumers' rights in accordance with law

q) Other reasons of invalidity provided by law.

2. Declaration of a contract term invalid shall be made in accordance with civil law.

Article 18 . Printed- Sample contracts

1. Upon entry into a printed-sample contract, business individuals, organizations must provide a reasonable period of time for consumers to consider the contract.

2. Business individuals, organizations must be responsible to maintain the signed printed-sample contract until the contract expires. If the copy of the contract kept by the consumer is lost or damaged, the business individuals, organizations must issue the consumer a new copy of the contract with the same validity as the original.

3. Business individuals, organizations trading goods and services of basic needs of consumers with use of printed-sample contracts must register the sample contract with the State competent agencies before using them.

4. The competent State body in charge of consumer protection has the right to request traders to either abolish or revise the printed-sample contract at the request of consumers or if finds in the contract some terms that violate consumers' rights.

Article 19. General transaction conditions

Business individuals, organizations using general transaction conditions have responsibility to make a public the general transaction conditions before entering into contract with consumers.

Article 20. Control over printed-sample contracts and general transaction terms

1. Business individuals, organizations trading essential goods and services must register the sample of standard contracts, the sample of general transaction conditions with the State competent agencies before using.

2. The State agencies on consumer protection, by themselves or at the request of consumers, have the right to request business individuals, organizations to abolish or revise the standard contracts, the general

transaction conditions if it finds out any terms in the contract that might violate the rights of consumers.

3. The Prime Minister provides the list of goods and services of basic needs that need registered common commercial terms and printed-sample contract.

Article 21. Evidence of transactions

1. Business individuals, organizations trading essential goods and services must register the sample of standard contracts, the sample of general transaction conditions with the State competent agencies before using.

2. The State agencies on consumer protection, by themselves or at the request of consumers, have the right to request business individuals, organizations to abolish or revise the standard contracts, the general transaction conditions if it finds out any terms in the contract that might violate the rights of consumers.

3. Business individuals, organizations are responsible to provide consumers with documents and invoices relating to the transactions to consumers if it is so provided for by laws or at the consumers' request.

CHAPTER IV PROTECTING CONSUMERS' INTERESTS DURING USES OF GOODS AND SERVICES

Article 22. Responsibilities to ensure safety for consumers

Business individuals, organizations are responsible, namely:

1. To fully comply with the provisions of law on ensuring product safety;
2. To promptly warn consumers if they discover any threat of loss of safety with regard to the supplied goods and services;
3. To stop supplying and withdraw products that might directly influence on the health, lives and property of consumers and that are impossible to be repaired.
4. To take any necessary measures to compensate damages caused to the life, health and assets of the consumers.

Article 23. Warranty liability

1. Business individuals, organizations are obliged to fulfill the obligation of warranty for goods they supply according to agreements or relevant provisions of law;

2. While performing their warranty obligation, business individuals, organizations must provide consumers with an acknowledgement of warranty which specifies the time of implementation of such warranty;

The period to given to perform warranty obligation in regard of product of its component cannot be included into warranty period in regard of this product or component. In case the business individuals, organizations replace the component or subsituttes with new product, the warranty period shall run from beginning.

3. During the term of implementation of the warranty, business individuals, organizations are obliged to provide consumers with similar goods to enable them to temporarily use or to take other measures at the consumers' consent.

4. When the term of implementation of the warranty expires and if the business individuals, organizations cannot repair the defect, he/she must replace it with new and similar product or its component or revoke the product and and return the money to the consumer.

5. If a business individuals, organizations implements the warranty of product or its component for more than 3 times during the term of warranty and the defect cannot be rectified, the Business individuals, organizations must replace with new and similar goods and spare parts for consumers or revoke the goods and return the money to consumers.

6. Business individuals, organizations must bear the costs of repair and transportation of goods and spare parts to the place of warranty and from the place of warranty to the residence of a consumer.

7. If the business individual, organization authorizes another business individual, organization to implement the warranty, the former must be held liable for the warranty of goods and services for consumers.

Article 24. Product liability

Business individuals, organizations in one of the following cases must compensate damages caused by defects of product to consumers:

1. Business individuals, organizations are the same producers of defective product;

2. Business individuals, organizations imported defective product;

3. Business individuals, organizations affixing a trade name or an indication on their products to make consumers aware that business individuals, organizations are producers or importers;

4. Business individuals, organizations directly distributing defective products to consumers shall be liable for such products if they fail to identify business individuals, organizations who are liable for the products in the cases referred to in point a, b, c clause 1 of this Article at the request of the consumers.

Article 25. Basic of Identification of defective products

1. Competent court defines the liability of business individuals, organizations for compensation for damages to consumers when their defective product belongs to one of the following cases:

- a) Serial defect of products arises from technical design;
- b) Defect of one or a number of products arises during the process of manufacture, process, transport and keeping.
- c) Defect arises because business individuals, organizations fail in supplying fully guiding information and warning about the risks of products to the safety of consumers during using process.

2. A product cannot be deemed defective if there is one safer product of the same kind is put into circulation.

3. In case where defective product has not caused to damages in fact, business individual, organization still has to implement necessary methods to deal with the defect or revoke the product as stipulated at Article __ of this Law.

4. In case where product has its small defect and only influence to the use of it but not influence to the consumers' safety, the business individual, organization has responsibility to warranty under the regulations of Article 22 of this Law.

Article 26. Exemptions from, and reductions in, product liability

1. Business individuals, organizations shall be considered for an exemption from liability if the product is proved to fall into one of the following cases:

a) The defect of the product arises because the business individuals, organizations must comply with the provisions of the law or the request of the competent State agency;

b) The level of science and technology all over the world at the time the product was put into circulation did not make the business individuals, organizations capable to know the defect of the product;

c) Defect of a product occurs after moment the business individuals, organizations transferred it to other business individuals, organizations . In this case, Business individuals, organizations owns the products at the moment defect occurs shall be assume product liability.

2. The liability of business individuals, organizations for damages caused by defective products shall be partially reduced if the defect is partially attributed to consumers' fault.

CHAPTER V RESOLUTION OF DISPUTES BETWEEN CONSUMERS AND BUSINESS INDIVIDUALS, ORGANIZATIONS

Article 27. Methods of disputes settlement between consumers and business individuals, organizations

1. Disputes arising between consumers and business individuals, organizations can be settled through negotiation, mediation, arbitration, court and other methods in accordance with laws.

2. Consumers can select any of such methods as mentioned in clause 1 of this Article to settle the dispute, unless otherwise stipulated by laws.

Section 1 Negotiation

Article 28. Negotiation

1. Upon discovery of their legitimate rights and interest being violated, consumers have the right to make a complaint to the business individuals, organizations directly supplying goods and services. A complaint of consumers may be made in any form, unless otherwise provided for by laws.

2. If goods and services are supplied by a subsidiary of the business individuals, organizations, such subsidiary is also responsible to receive the complaint.

3. Business individuals, organizations must respond to consumers' complaints within a reasonable time limit but not exceeding 3 working days from the date of receipt of such complaint.

4. Business individuals, organizations are obliged to start negotiating with consumers within no more than 7 working days from the date of receipt of the complaint.

Article 29. Negotiation results

1. The results of a successful negotiation between business individuals, organizations and consumers must be stated in writing, except otherwise agreed.

2. The parties must implement the results of a successful negotiation.

Section 2 Mediation and arbitration

Article 30. Mediation

1. Business individuals, organizations and consumers have the right to agree upon the selection of a third party to conduct the mediation.

Article 31. Principles of mediation

1. The mediation must be conducted on the principles of objectiveness, truthfulness and willingness. Any act of compelling or deceiving the parties to mediation shall be regarded as a violation of laws.

2. The mediator and the parties are to ensure the information of the mediation confidential except where otherwise agreed between the parties or provided for by laws.

3. The contents of a mediation must not be contrary to the provisions of laws.

Article 32. Mediation organization

The State encourages organizations, individuals having ability to establish professional mediation organizations to settle disputes between consumers and business individuals, organizations.

Article 33. Mediation procedures

1. The formalities and procedures for mediation shall be in accordance with the Rules of the selected mediation organization.

2. Within 15 working days from the date of a receipt for mediation by the parties, the mediation organization must notify about handling the mediation.

3. The time limit for mediation shall be agreed upon by the parties but in all cases shall not exceed one months from the date of notification of the mediation.

4. The dispute parties may withdraw from the mediation process at any time subject to a written notice thereof to the mediation organization and the other party.

Article 34. Minutes of mediation

1. The minutes of mediation must contain the following:

- a) Person conducting the mediation;
- b) Parties to the mediation;
- c) Date of the mediation;
- d) Venue of the mediation;
- e) Opinions of the parties to mediation;
- g) Mediation results;
- h) Time limit for implementation of the minutes of a successful mediation.

2. The minutes of mediation must be signed by the parties to mediation and signed by the mediation organization for certification.

Article 35. Implementation of the minutes of a successful mediation

1. Within the time limit ruled by point (g), clause 1, Article 34 of this Law, the parties must voluntarily perform their obligations as set out in the minutes of successful mediation.

2. If either party fails to voluntarily perform the obligations as set out in the minute of successful mediation the other party has the right to initiate a lawsuit requesting the competent court to consider and deal with the case in accordance with the current legislation.

Section 3 Arbitration

Article 36. Validity of arbitration agreement in common commercial term

Business individuals, organizations must announce the arbitration agreement before entering a contract with consumers. In case a dispute arising from the contract into which business individuals, organizations unilaterally included the arbitration agreement, the consumer shall have right to choose the mode of dispute resolution.

Article 37. Formalities and procedure of dispute resolution by arbitration

The contents, procedure of dispute resolution by arbitration shall be in compliance with arbitration law.

Article 38. Burden of proof and reasonable expenses for the loss compensation purpose

1. In a dispute to be resolved by way of arbitration, the burden of proof shall comply with Article 47 of this Law.
2. The reasonable expenses for the purpose of indemnity in a dispute to be settled by way of arbitration shall comply with Article 49 of this Law.

Section 4 Dispute resolution by administrative measures

Article 39. Scope of dispute resolution by administrative measures

Consumers have the right to request the local competent State agency to deal with their disputes if the following conditions are fully met:

1. The transaction has a value of up to 10 million dong;
2. The complained business individual, organization is directly supplying services and goods to the consumers;
3. The dispute arises from one of the following acts of the business individual, organization violating the consumer's interest:
 - a) Failure to supply or insufficiently supply goods and services to the consumers after entry into the contract ;

b) Supplying goods and services in contrary to their announcement or commitments toward consumers on the quality, origin, utility, design, method of use or method of service;

c) Failure to implement the warranty or other obligations in association with the supply of goods and services already committed to the consumers or in accordance with the current legislation;

4. The subject matter of the dispute is simple, evidence is clear or the business individual, organization has been punished by the competent State agency according to legislation on dealing with administrative offences and the act that is dealt affects consumer's interest.

Article 40. Competence to deal with complaints

Option 1

1. The agency that made a decision on the settlement of an administrative offence shall has the competence to deal with the consumer's complaint relating to the violation that has been punished.

2. District people's committee has the competence to deal with the consumer's complaint about the transactions carried out in their respective locality that are not in the competence of the agency stipulated in Clause 1, Article 40 of this Law.

Option 2

1. In case the complained act has been punished for administrative offence, consumers have right to request the agency that settled the case to deal with their interests according to the mode of dispute resolution stipulated by Article 44 of this Law.

2. In case, the complained act are not stipulated in Clause 1 of this Article, consumers have the right to request the district people's committee where the transaction carried out for resolution.

3. In case, consumers request district people's committee to deal with the act that has been punished for administrative offence as stipulated in Clause 1 of this Article, district people's committee has obligation to guide consumer to request the agency that made a decision on punishment for resolution.

Article 41. Forms of complaints

1. Consumers shall make complaints either directly or in writing to the competent agency as ruled by Article 40 of this Law.

2. In case a consumer personally submits complaints, the officer receiving such complaints must record the complaint and read it again to the consumer for signing or finger printing.

3. The complainant is obliged to provide materials and evidence of his/her transaction with the business individuals, organizations and other relevant documents evidencing the violation of the business individuals, organizations.

Article 42. Order and procedures for complaint settlement

1. Within 3 working days from the date of receipt of a valid complaint from consumers, the consumers' interest protection agency must request the business individual, organization for explanation of the complaint in writing.

2. The business individual, organization must provide the explanation within no more than 7 days from the date of the request from the competent agency.

3. Within 15 days from the date of receipt of the written explanation from the business individual, organization, the competent agency must issue a decision on complaint settlement.

4. Where necessary, the complaint settlement agency may request the parties to explain certain issues to clarify the case or may call upon a specialized organization, agency or an expert to clarify certain issues of the complaint to serve as the basis for settlement.

Article 43. Decisions on settlement of consumers' complaints

1. A decision on settlement of consumers' complaint must have the following contents:

a) Findings about whether or not the business individual, organization commits his commitments towards the consumer;

b) Applicable remedial measures in case the business individual, organization is found having committed a violation.

2. A complaint settlement decision shall be enforceable immediately.

3. In case of disagreement with a complaint settlement decision, the parties may initiate a lawsuit to the Administrative Court.

Article 44. Remedial measures

Pursuant to the complaint settlement results, the consumer protection agency may consider applying one or several remedial measures as follows:

1. Compelling the business individual, organization to properly implement its commitments to consumers;
2. Compelling the business individual, organization to return the amount of money paid by the consumer for the complained goods and services;
3. Compelling the business individual, organization to remove the violating clause from the signed contract;
4. Compelling the business individual, organization to make public correction.

Article 45. Compensation for losses

Compensation complaint of consumers shall be made according to the Civil legislation.

Section 5

Dispute resolution at the court

Article 46. Civil cases relating to consumers' interests protection

1. A civil case for consumers' interests protection is a civil case arising from a consumption relationship where the plaintiff is a consumer or a consumers' interests protection association in accordance with this Law.
2. The process and procedures for resolution of a civil case for consumer protection shall be in accordance with the provisions of the civil proceeding legislation, except for the cases set out in this Law.
3. Consumers shall have the right to initiate a lawsuit against any business individuals, organizations involving in process of production and supply of products. Business individuals, organizations involving in process of production and supply of products for consumers are jointly liable in lawsuit relating to consumers' interest protection. In case of impossibility of identification of the business individual, organization subject to the lawsuit, then the business individual, organization directly supplied the product shall be held the respondent in the case.

Article 47. Burden of proving fault in consumer protection civil cases

1. In a civil case for consumers' interests protection, consumers and the consumers' interests protection association shall bear the burden of proof to prove the mistake of the business individual, organization.

2. Business individuals, organizations shall bear the burden of proof with regard to their innocence.

Article 48. Exemption from court fees and charges in civil cases for consumer protection

Consumers and consumers' interests protection organization involving in a civil case for consumer protection shall be exempted from the court fees and charges.

Article 49. Reasonable expenses for loss compensation purpose

In addition to the losses ruled by legislation, the lawyers' cost, accommodation cost, meal cost, travel cost, verification cost incurred by the consumer shall also be regarded as reasonable expenses for the purpose of a claim for damages.

Article 50. The right of consumers to initiate a lawsuit in accordance with "fast track" procedures

Consumers have the right to initiate a lawsuit in accordance with fast track procedures when the following conditions are met in full:

1. There is only one plaintiff who is a consumer;
2. The transaction is valued up to 100 million;
3. The defendant directly supplies goods and services to the consumer;
4. The consumer lodges the statement of claim within 6 months from the date of discovery of the violation of his/her legitimate rights and interest.

Article 51. Fast track procedures

1. Competence, order, procedures and dispute settlement in accordance with fast track procedure shall comply with the current civil proceeding legislation.

4. If the parties agree with each other upon the way to deal with the case, the judge shall issue a decision to acknowledge this agreement.

Article 52. Validity of the decision or judgment of summary court

1. A judgment or a decision rendered by the court under these procedures shall be legally binding immediately.

2. The people's procurator Office and People's Court shall have right to protest against the decision or judgments made pursuant to Point 1 of this Article in accordance with law.

Article 53. Right to initiate lawsuits of consumers' interests protection association

1. A consumers' interests protection association has the right to initiate lawsuits at the competent court to protect legitimate rights and interest of consumers.

2. Consumers' interests protection associations are obliged to ensure the procedural rights of consumers.

3. Within the notification time limit ruled by Article 54 of this Law, if consumer did not bring law-suit independently, compensation shall be made on basis of the results of the law-suit filed by consumers' interests protection association.

Article 54. Notification of information about the lawsuits initiated by consumers' interests protection association

1. The consumers' interests protection association is responsible to notify twice in two months about the lawsuit before filing it.

2. The court must make public notification about its acceptance of the case within 3 working days from the date of its acceptance.

3. The notification ruled by clauses 1 and 2 of this Article must be made in 3 consecutive issues by a central daily newspaper and 3 consecutive days by a central television.

4. Details of the notification referred to in clauses 1 and 2 of this Article include:

- a) The defendant of the case;
- b) Subject matter of the lawsuit;
- c) Procedures and time limit for registration of the participation.

Article 55. Mediation in the case for consumers' interests protection initiated by consumer protection associations

Mediation in the cases for protection of consumers initiated by consumer s' interests protection association shall be carried out in the following principles:

1. No mediation is conducted in relation to further uses of goods and/or services affecting consumers' health and life;

2. Minutes of successful mediation after signing shall be made public at the court, the consumers' interests protection agency and announced in 03 consecutive issues by a central newspaper and be broadcasted 3 times by a central television or radio for 3 consecutive days before the judge in charge of the case issues a decision to recognize the agreement of the parties;

Article 56. Costs in the cases for protection of consumers' interests

1. Consumers' interests protection association shall bear all the costs arising during the hearing of the consumer protection case initiated by itself.

3. Consumers who initiate an independent lawsuit shall bear the costs incurred during the settlement of the case.

Article 57. Distribution of damages in a lawsuit initiated by consumers' interests protection association

The damages in a lawsuit initiated by consumers' interests protection association shall be distributed in accordance with the following order of priority:

1. Reasonable costs incurred by the consumers' interests protection association during the settlement of the case;

2. Damages payable to consumers involved in the case;

3. The Government and the Supreme People's Court shall provide regulations for the related issues referred to in this Chapter.

CHAPTER VI

CONSUMERS' INTERESTS PROTECTION ASSOCIATION

Article 58. Consumers' interest protection association

1. Consumers' interests protection association is a social organization established to protect the legitimate rights and interests of consumers.

2. The Consumers' interests protection association shall be established and operating in accordance with legislation.

Article 59. Rights of the Consumers' interest Protection Association

1. Receive complaints from consumers and organize mediation between consumers and business individual/organization through mediation Centers

set up by the Consumer s'interests protection association complying with Section 2, Chapter V of this Law;

2. Represent the consumers in lodging complaints against the business individual, organization;

3. Make denunciations to competent State agencies of the acts of violations by the business individual, organization ;

4. Initiate lawsuits at the court to protect the legitimate rights and interest of consumers in accordance with the provisions of this Law;

5. Detect and complain about administrative acts or administrative decisions of State agencies which violate the consumers's interest.

6 Conduct activities associated with the State's duties and receive funding assistance from the State budget in accordance with the provisions of Article 65 of this Law;

7. Give comments to the State management agencies on the laws, policy, direction, planning and measures relating to consumers'interests protection;

8. Exercise other rights in accordance with the provisions of the law and the charter of the consumers'interests protection association.

Article 60. Obligation of the Consumers'interests protection association

1. Guide and assist the consumers when requested by the consumers.

2. Ensure objectiveness, equality during the process of representing the consumers.

3. Perform the other obligations in accordance with the provisions of the law and the charter of the consumers'interests protection association.

Article 61. Conducting activities associated with the State's duties

1. The consumers'interests protection association may be assigned by the competent State agency to perform one or more activities associated with the State's task on consumer protection.

2. When conducting the activities associated with the State's duties of consumers'interests protection, the consumers'interests protection association will be supported by the State budget with funding to perform the assigned duties in accordance with the law on State budget.

3. The Government provides for the activities assigned by the State to the consumers' interests protection association ruled by this Article.

Article 62. Working budgets

The working budget of the consumer's interest protection association shall be funded by the following sources:

1. Support from the State budget ruled by Article 61 of this Law;
2. Contributions from organizations and individuals;
3. Other legitimate sources.

CHAPTER VII HANDLING VIOLATION OF LAW ON CONSUMERS' INTERESTS PROTECTION

Article 63. Handling violation of law on consumers' interests protection

1. Organizations and individuals violating any provisions of this Law shall be dealt with in accordance with the current law on dealing with administrative offences;
2. In case that a violation of an organization or individual causes losses to the interest of the State, to the legitimate rights and interest of another organization or individual, compensation must be paid for the losses in accordance with the laws;
3. In case of a serious violation of the interest of consumers, concerned individuals shall be, depending on the nature and seriousness of the violation, prosecuted for criminal liability in accordance with the laws.

Article 64. Forms of penalizing administrative offences in the sector of consumers' interests protection

1. For each act of violation of the provisions of this Law, the violating organization, individual is subject to one of the following main forms of penalization:
 - a) Warning;

b) Fine.

2. Depending on the nature and seriousness of the violation, the organization, individual may also be subject to one or more of the following supplementary forms of penalization:

a) Strip of the right to use its license, professional practice certificate;

b) Compulsory suspension or temporary suspension of the business activities in the sector where the act of violation is committed

c) Confiscation of evidence and means used for violation;

d) Confiscation of profits gained from acts of violation;

dd) Put in public list of business individual, organization which violate consumers' interests.

3. In addition to the forms of penalization stipulated in Clauses 1 and 2 of this Article, business individual, organization who violate the consumer's interest may also be subject to one or more of the following remedial measures:

a) Being forced to reinstate the status quo which has been changed due to the act of violation;

b) Being forced to take other measures to deal with the environmental pollution or the spread of an epidemic caused by the violation;

c) Being forced to withdraw for rectification, disposal or removal from the territory of Vietnam, the goods, products and means of violation;

d) Being forced to make public correction;

dd) Taking other necessary measures to protect consumers.

Article 65. Competence to impose penalties

1. Consumers' interests protection authority has the power to apply the forms of penalties referred to in Article 67 of this Law.

2. Pursuant to the penalty decision of the Consumers' interests protection authority, relevant competent State management agencies shall be responsible to issue decision to enforce additional penalties or remedial measures as set out in this Law

Article 66. Enforcement of penalty decisions

1. Business individual, organization liable for a penalty must enforce the penalty decision within 10 days from the date of receipt of the penalty decision or as decided by the Consumers' interests protection authority.

2. Beyond the time limit set out in clause 1 of this Article, if the trader does not voluntarily enforce the penalty decision, he/she shall be coerced to do so in accordance with the law.

CHAPTER 10 IMPLEMENTING PROVISIONS

Article 67. Implementing effect

This Law takes implementing effect as of this day of year 20...

Article 68. Guidance for implementation

The Government and the Supreme People's Court shall provide detailed regulations and guidance for implementing this Law and shall provide guidelines for the necessary issues of this Law to meet the State management requirements.

This Law was passed by the National Assembly of the Socialist Republic of Vietnam on

CHAIRMAN OF NATIONAL ASSEMBLY

Nguyễn Phú Trọng

