



**SOCIALIST REPUBLIC OF VIETNAM**

**Independence – Freedom – Happiness**

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**CONTRACT FOR PROVISION AND USE OF DIGITAL SIGNATURE  
AUTHENTICATION SERVICES**

**PUBLIC ACCORDING TO REMOTE DIGITAL SIGNING MODEL - VNPT  
SMARTCA (1)**

**Number ...../HDDV (2)**

- Pursuant to the Civil Code No. 91/2015/QH13 and guiding documents;
- Pursuant to the Commercial Law No. 36/2005/QH11 and the guiding documents;
- Pursuant to the Law on Electronic Transactions No. 51/2005/QH11 and guiding documents;
- Pursuant to the Law on Information Technology No. 67/2006/QH11 and the guiding documents;
- Pursuant to the Government's Decree No. 130/2018/ND-CP dated September 27, 2018 detailing the implementation of the Law on Electronic Transactions on digital signatures and digital signature authentication services;
- Pursuant to the Circular No. 16/2019/TT-BTTTT dated December 5, 2019 of the Ministry of Information and Communications stipulating the list of mandatory standards applicable to digital signatures and digital signature authentication services according to the digital signature model on mobile devices and remote digital signatures;
- Other relevant legal grounds;
- Based on the VNPT SmartCA service provision request form of the service user,

**SERVICE USER (Party A for short): (3)**

**1.1. For the organization**

Representative: .....

Duty: .....

CCCD/ID card/Passport Number:..... Issue date: .../.../..... Where to grant:..

Address/transaction headquarters:

Phone:.....

Fax: .....

Account:..... At the bank:.....

Tax identification number: .....

Other information (if any):

**1.2. For individuals**

Full name and name: .....

ID/Passport/CCCD:..... Issue date:..... Where to level:..... ..

Address:.....

Telephone:..... Email.....

Fax: .....

Account:..... At the bank:.....

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follow the remote digital signing model - VNPT SmartCA*

Tax identification number: .....

Other information (if any):

**Service Provider (Party B for short):**

**VNPT Business Center <qu, city> / Corporate Organization Customer Board – Branch of Telecommunication Services Corporation (VNPT VinaPhone) (3) (3)**

Representative: ..... Duty: .....

(According to the digital power of attorney..... ..)

Telephone:..... E-mail:..... Website:.....

Address/ transaction headquarters:.....

Account number:..... At the bank: .....

Tax code: .....

**After the agreement, the parties agreed to sign a contract to provide and use public digital signature authentication services under the remote digital signature model – VNPT SmartCA with the following contents:**

**Article 1. Scope, usage limits**

Party B provides Party A with a public digital signature authentication service under the remote digital signature model - VNPT SmartCA (VNPT SmartCA) and the specific shelf life in the VNPT SmartCA service offer form or the application form for extension of use of VNPT SmartCA service requested by Party A.

**Article 2. Security level**

Party B stores and manages Party A's secret key securely and confidentially for the duration of Party A's digital certificate in force and is suspended.

**Article 3. Conditions to ensure the safety of digital signatures**

3.1. Digital signatures are created during the period when digital certificates take effect and are checked by the public key written on such digital certificates;

3.2. Digital signatures are created using the secret key corresponding to the public key stated on the digital certificate issued by Party B;

3.3. Party A commits and ensures that all operations with the Secret Key are carried out by the competent person of Party A and are responsible at the time of signing.

**Article 4. Payment of service expenses**

Party A makes a one-time payment to Party B for the fee for using the package subscription service according to the Attached Service Price List. Charges paid by Party A to Party B will not be refunded by Party B in the event that Party A unilaterally terminates the contract. The value of payment under the Contract may be compensated with other liabilities between the parties (if any).

**Article 5. Pause and revoke digital certificates**

**5.1. Party A's digital certificate is suspended in the following cases:**

- When Party A requests to suspend the digital certificate in writing and this request is verified by Party B as correct.
- When Party B has grounds to assert that the digital certificate issued to Party A does not comply with the provisions of the applicable law on digital certificates or when detecting any errors affecting the interests of Party A and the recipient during the use of the service.

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- When requested to the procedure-conducting agency, the police agency or the Ministry of Information and Communications.

- When Party A violates the obligations specified in the Contract. In this case, the service is restored only after Party A terminates the violation, pays full fines for violations, and compensates for damages as requested by Party B.

When there are grounds for suspending digital certificates, Party B must proceed to pause, at the same time, immediately notify Party A and publish on the database of digital certificates of suspension, time of start and end of the suspension.

When there are no grounds for suspension or the required suspension period has expired, Party B will restore the digital certificate to Party A to continue using in accordance with the law.

**5.2. Party A's digital certificate is revoked and the key folder is cancelled in the following cases:**

- When Party A requests to revoke the digital certificate in writing and this request is verified by Party B as correct.

- When Party A is an individual who has died or disappeared according to the statement of the court or Party A is the organization dissolved or bankrupted in accordance with the provisions of law.

- At the request of the procedure-conducting agency, the police agency or the Ministry of Information and Communications.

- When Party A violates the obligations specified in the Contract, it has been notified in writing by Party B at least 03 times but Party A has failed to remedy the consequences.

When there are grounds to revoke the digital certificate, Party B will revoke the digital certificate of Party A, at the same time, immediately notify Party A and publish on the database of digital certificates of this recall.

**Article 6. Rights and obligations of Party A**

6.1. Party A is fully aware of the rights and obligations when conducting transactions using Party B's services, and is responsible for ensuring the safety of using the secret key.

6.2. Party A is obliged to provide information as prescribed honestly and accurately to Party B. Party A is solely responsible before the law and damages occur if it violates this provision. In case of a change in this information, it must immediately notify Party B to change the credentials of Party A.

6.3. Party A reserves the right to request Party B to renew the digital certificate; change the subscriber key pair; suspend or revoke party A's issued digital certificate with a Form of Offer or Text and take responsibility for such request itself.

6.4. Give a 24-hour notice to the organization that provides its digital signature authentication service if it detects signs that its secret lock has been exposed, stolen, or used illegally to take action.

6.5. Party A is fully responsible before the law for the purpose of using digital certificates as well as any damages caused by Party A errors in the use of digital certificates and secret keys.

6.6. Party A is solely responsible for the security of account information, service account passwords, management and use of its accounts and mobile devices (including but not limited to smartphones, computers, tablets, laptops) for the use of VNPT SmartCA services; these mobile devices are owned or legally used by Party A, which is carried out by the competent

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person of Party A and assumes all responsibilities when managing and using Party A's equipment.

**Article 7. Rights and obligations of Party B.**

7.1. Party B shall ensure that providing Bên A with VNPT SmartCA service after checking the information in the application for digital certificate of Party A is accurate;

7.2. Party B shall ensure the provision of VNPT SmartCA services to Party A to meet the safety conditions for digital signatures as prescribed in Article 9 of Decree No. 130/2018/ND-CP and Private Hip No. 16/2019/TT-BTTTT.

7.3. Party B manages and secures party A's digital certificates and secret key pairs in accordance with law to ensure information security during Party A's use of the service;

7.4. Party B is responsible for using equipment and software in accordance with the prescribed standards to initiate and store the key pair of Party A.

7.5. Party B ensures the continuous, uninterrupted use of Party A's services throughout the validity period of the digital certificate, and the inspection of the status of party A's digital certificate is continuous.

7.6. Party B is responsible for addressing the risks and taking responsibility in the event of a defined service error by Party B.

7.7. Party B is responsible for ensuring the security of private information, personal information and digital certificate storage equipment for Party A in accordance with the law on information security and other relevant laws.

7.8. Party B ensures that the channel receiving information operates 24 hours a day and 7 days a week from Party A in connection with the use of digital certificates.

7.9. Party B shall notify Party A, and take timely preventive and corrective measures in case it is found that the secret locking sign of Party A has been exposed, no longer integrity or other errors that risk adversely affecting the interests of Party A.

7.10. Party B is responsible for advising Party A to change the key pair as necessary to ensure the highest reliability and safety of party A's key pair.

7.11. During the pause, Party B is responsible for maintaining the database system relating to the digital certificate issued to Party A.

7.12. When the license is revoked, Party B must immediately notify Party A of the discontinuation of its services and information about the organization receiving its database to ensure the rights to use the services of Party A.

7.13. Party B shall provide VNPT SmartCA services to Party A for a period of no more than 03 working days (working days are understood to be days from Monday to Friday, except public holidays and Tet holidays as prescribed by the State of Vietnam) from the time the two parties sign the contract and Party A fulfills the responsibility to pay the fees to Party B.

7.14. After receiving confirmation of the accuracy of the information on the digital certificate certified by Party A, within 24 hours Party B announces the digital certificate issued to the subscriber on the database system of vnpt digital certificates and notifies Party A to officially use the service.

7.15. Party B is responsible for renewing the digital certificate; changing the subscriber key pair; suspending or revoking the digital certificate of Party A if Party A requests it with a Form of Offer or Text.

7.16. Party B is excluded from liability to Party A and the Third Party in the event that Party A has exposed/lost the vnpt smartca service password or the loss/loss of mobile device resulting in the person who does not have the authority to use the service or the system illegally compromised by the third party even though Party B has taken full measures To protect the system.

#### **Article 8. Validity period of the contract**

The contract is valid from the date of signing and has a term until the digital certificate issued to Party A expires.

#### **Article 9. Termination and liquidation of the contract**

9.1. Termination of contract: The contract is terminated in the following cases:

- The expiration of the validity period of the contract specified in Article 8;
- When the subscriber is an individual who has died or disappeared according to the statement of the court or the subscriber is the organization dissolved or bankrupted in accordance with the provisions of law;
- At the request of the competent authority in accordance with the provisions of law.

9.2. Liquidation of the Contract: The contract is considered as automatic liquidation when terminating the contract without a dispute between the two parties.

#### **Article 10. Complaint and dispute resolution procedures**

10.1. Party A has the right to complain to Party B about the rates and quality of services of Party B. Party B is responsible for resolving the complaints of Party A in accordance with the provisions of Party B, Telecommunication Services Corporation, VNPT Group, Ministry of Information and Communications and complying with the provisions of law.

10.2. All disputes arising from this contract prioritize the parties to resolve through negotiation and conciliation. In case the parties are unable to negotiate or reconcile with each other, the dispute shall be settled at the Court, where Party B is headquartered. The Court's ruling is final and the parties must be obliged to enforce it. All expenses incurred by the losing party.

#### **Article 11. Announcement**

11.1. The parties shall notify the other party of the competent focal point relating to the work related to this Contract.

11.2. Any notice, request, request or other form of communication of information by a party relating to the Contract ("Notice") is only legally valid to the other party when expressed in writing and transferred to the other party in one of the forms: hand-to-hand document/letter of assurance (paper text), fax or other electronic form (email/zalo/viber/skype/...) of the competent person. The party notifying in an electronic form must provide a written document to the receiving Party for notification immediately after that to authenticate the information.

11.3. In case the parties send multiple notifications, the final notification will be applied from time to time. If the message received at the same time will apply in order of priority: electronic form, fax, handover text / guarantee letter.

11.4. Each party shall notify the other party of any changes to its contacts, addresses, telephone numbers, emails, other forms of electronic contact. Party B is excluded from all responsibilities in the event of inability to notify and communicate with the competent contacts of Party A.

#### **Article 12. Terms of implementation**

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12.1. The parties undertake to strictly implement the provisions of this contract in the spirit of goodwill, cooperation, honesty and mutual benefit;

12.2. Any amendments and supplements to the terms of this contract must be agreed upon by the parties and form an annex to the contract;

12.3. The contract is made into 03 (three) copies, the copies have the same legal value, Party A keeps 01 copy, Party B keeps 02 copies.

**SIDE A (4)**

*(Sign, stamp if you are an organized legal entity /*

*Sign, specify the name if you are an individual)*

**SIDE B (4)**

*(Autograph, stamped)*

**Note: Form 71 used for public digital signature authentication service according to remote digital signature model - VNPT SmartCA**

**(1) How to express the name of the Contract (printed, standing, bold): CONTRACT PROVIDING SERVICES.....**

**(2) How to express the Contract number (lowercase, standing, bold):**

For example, "No. 160801-.../VNPT VNP-KHDN-DN/VNPT SMARTCA"

- "Year": write only the last 2 numbers of the year as contract (e.g., 16)
- "Month": write 2 numbers (e.g. August: 08)
- "Date": write 2 numbers (e.g., 01)
- "-...": The order number of the day's granted council (e.g., -01)
- "abbreviation of the unit issuing the document": the units that write the abbreviation of the unit when issuing VB (e.g., KHDN or TTHTBHMN or TTKDVPC)
- "abbreviation of the drafting unit": the units that write the abbreviation of the unit when drafting VB (e.g., real estate or PKHTCDN)
- "service abbreviation provided to customers": the unit with the abbreviation of the service provided to the customer.

**(3) Information of the parties to the contract:**

- The name of the Service User and the service provider (printed, standing, bold): the units write in full and accurately the names of the parties under the business registration license (e.g., **THE CUSTOMER BOARD OF THE ENTERPRISE ORGANIZATION - BRANCH OF TELECOMMUNICATIONS SERVICES CORPORATION**)
- Address: write in full exactly according to the business registration license
- Account: Write the full account and bank of the parties (for the service provider is the collection account)
- Tax identification number: written in full exactly according to the business registration license
- Representative: Register the name and full name of the signer of the document (e.g. Mr. Dinh Duc Thu)
- Position: Specify the position of the signer of the document (e.g., Deputy Director).
- According to the Power of Attorney.....: In case the head of the branch/organization/enterprise signs, more information of the head of the branch is required for the signer of the document (e.g., According to

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the power of attorney No. 848/GUQ-KHDN-TH dated April 11, 2016 of the Director to the Deputy Director)

**(4) Write the powers and positions of the signer (capital letters, standing, bold)**

In case the Deputy General Director signs instead, write: **KT. GENERAL DIRECTOR**  
**DEPUTY GENERAL MANAGER**

**\*Other note:**

- Units when going to sell according to the needs of customers that use the Contract Annex according to each service according to each service accordingly
- For the power of attorney, the following information must be checked: Information of the authorized person and the authorized person; the competence and scope of the authorized person; the duration of the power of attorney,...

**APPENDIX 01:**  
**VNPT SMARTCA SERVICE OFFER FORM**  
**FOR INSTITUTIONAL - BUSINESS CUSTOMERS**  
**(SMARTCA BASIC BUSINESS)**  
(Attached to Contract No.:...../HDDV)

**A. CUSTOMER REGISTRATION INFORMATION**

The name of the organized legal entity:

The legal representative is Mr/ Mrs. (capital letters):..... Office: .....

CCCD/ID card/Passport Number: Issue date:...../..... Where to grant:

Phone: E-mail: Website:

Permanent address:

Address/ transaction headquarters:

Digital account: At the bank:

Tax code:.

**B. REQUESTED SERVICE INFORMATION**

**VNPT SmartCA service package:** Basic - 500 signings / 24h Advanced - 10,000 signings / 24h

**Package time:** 12 Months 24 Months 36 Months ..... Month

*Service charges (VAT included)*

**C. SERVICE RECEIVING FOCAL POINT**

Full name and name:

Duty:

Telephone:

Email (\*):

**D. PAYMENT METHOD**

Cash

Transfer

**Account number received:**

**Account holder name:** VNPT Business Center..... - Branch of Telecommunication Services Corporation

**Open at:**

**E. ACCOMPANYING DOSSIERS** (*copies from the original book, certified copies or copies presented with the original for comparison*)

Copy of CCCD/ID card / Passport of legal representative

A copy of the Enterprise Registration Certificate/ Decision on regulations on the functions of tasks, powers, organizational structure / Investment Certificate.

Other documents (*if any*):



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**Organizations and enterprises allow VNPT to use the information in the *application form for providing services* and accompanying dossiers for the purpose of initiating and providing VNPT SmartCA services and commit to the information provided is true and fully responsible for this information.**

....., Date of May 202...

**REPRESENTATIVE OF PARTY A**

*(Sign and stamp)*

**REPRESENTATIVE OF PARTY B**

*(Sign and stamp)*

**APPLICATION RECEIPT INFORMATION:**

*(Fill in the receiving information)*

Receiving date: .....

Receiving unit:.....

The recipient's name:.....

Sign:.....

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**VNPT SMARTCA SERVICE OFFER FORM  
FOR INDIVIDUAL CUSTOMERS WHO COLLECT ORGANIZATIONS - BUSINESSES  
(SMARTCA BASIC EMPLOYEES)**

(Attached to Contract No.:...../HDDV)

**A. CUSTOMER REGISTRATION INFORMATION**

The name of the organized legal entity:

The legal representative is Mr/Mrs. (capital letters):..... Duty:.....

Power of attorney (if any): .....

CCCD/ID card/Passport No.:..... Issue date:...../...../..... Where to grant:

Phone: E-mail: Website:

Permanent address:

Address/ transaction headquarters:

Digital account: At the bank:

Tax identification number:

**B. INFORMATION ON INITIALIZATION OF DIGITAL CERTIFICATES (\*):**

Full name and name: Department/Department: Position:

Phone number: Email (\*\*):

CCCD/ID Card/Passport Number: Issue date:..... Where to grant:

**C. REQUESTED SERVICE INFORMATION (\*)**

**VNPT SmartCA service package:**  Basic - 500 signings / 24h  Advanced - 10,000 signings / 24h

**Package time:** 1 March 6 June ..... Month

**Service charges (VAT included)**

**D. CONTACT INFORMATION:**

Full name and name: Duty:

Telephone: Email:

**E. PAYMENT METHOD**

Cash

Transfer

**Account number received:**

**Account holder name:** VNPT Business Center..... - Branch of Telecommunication Services Corporation

**Open at:**

**F. ACCOMPANYING DOSSIERS** (copies from the original book, certified copies or copies presented with the original for comparison)

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- Copy of CCCD/ID card / Passport of the person who is created digital certificate.
- Copy of CCCD/ID card / Passport of legal representative
- A copy of the Enterprise Registration Certificate / Decision on the functions of tasks, powers, organizational structure / Investment Certificate.
- Other documents (if any):

***Organizations, enterprises/individuals that are issued digital certificates agree to let VNPT use the information in the **application form for providing services** and accompanying dossiers for the purpose of initiating and providing VNPT SmartCA services and commit to the information provided is true and fully responsible for this information.***

....., Date of May 202.

**REPRESENTATIVE OF PARTY A**  
*(Sign and stamp)*

**REPRESENTATIVE OF PARTY B**  
*(Sign and stamp)*

**PERSONAL CONFIRMATION  
BELONGS TO THE ORGANIZATION –  
ENTERPRISE (\*)**  
*(Sign and state your name)*

**APPLICATION RECEIPT INFORMATION:**  
*(Enter full reception information)*

Reception date:  
.....

Receiving unit:.....

The recipient's name:.....

Sign:.....

**VNPT SMARTCA SERVICE REQUEST FORM  
FOR INDIVIDUAL CUSTOMERS (BASIC PERSONAL SMARTCA)  
(Attached to Contract No.:...../HDDV)**

<b>A. CUSTOMER REGISTRATION INFORMATION</b>	
Full name and mr/mrs. (capital letters):	
CCCD/ID card/Passport No.:..... Issue date:...../...../..... Where to grant:	
Telephone:..... E-mail (*) .....	
Permanent address:	
<b>B. REQUESTED SERVICE INFORMATION</b>	
<b>VNPT SmartCA service package:</b> Basic - 500 signings / 24h Advanced - 10,000 signings / 24h <input type="checkbox"/> <input type="checkbox"/>	
<b>Package time:</b> 1 March 6 June ..... Month <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
<b>VNPT SmartCA service package used 01 time:</b> <input type="checkbox"/> Basic - 10 signings	
<b>Package time:</b> 1 Month <input type="checkbox"/>	
<b>Service charges (VAT included)</b>	
<b>C. PAYMENT METHOD</b>	
<input type="checkbox"/> Cash	<input type="checkbox"/> Transfer
<b>Account number received:</b>	
<b>Account holder name:</b> VNPT Business Center..... - Branch of Telecommunication Services Corporation	
<b>Open at:</b>	
<b>D. ACCOMPANYING DOSSIERS</b> (copies from the original book, certified copies or copies presented with the original for comparison)	
<input type="checkbox"/> Copy of CCCD/ID card/ Passport	
<input type="checkbox"/> Other documents (if any)	
<b>Individuals granted digital certificates agree to let VNPT use the information in the <i>offer form for service provision</i> and accompanying dossiers for the purpose of initiating and providing VNPT SmartCA services and commit to the information provided is true and fully responsible for this information.</b>	
	....., Date of May 202...
<b>REPRESENTATIVE OF PARTY A</b> (Sign and state your name)	<b>REPRESENTATIVE OF PARTY B</b> (Sign and stamp)
	<b>APPLICATION RECEIPT INFORMATION:</b> (Enter full reception information)

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	<p>Reception date: .....</p> <p>Receiving unit:.....</p> <p>The recipient's name:.....</p> <p>Sign:.....</p>
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