



ENTERPRISE GUIDE TO ELECTRONIC LABOUR CONTRACTS 2026

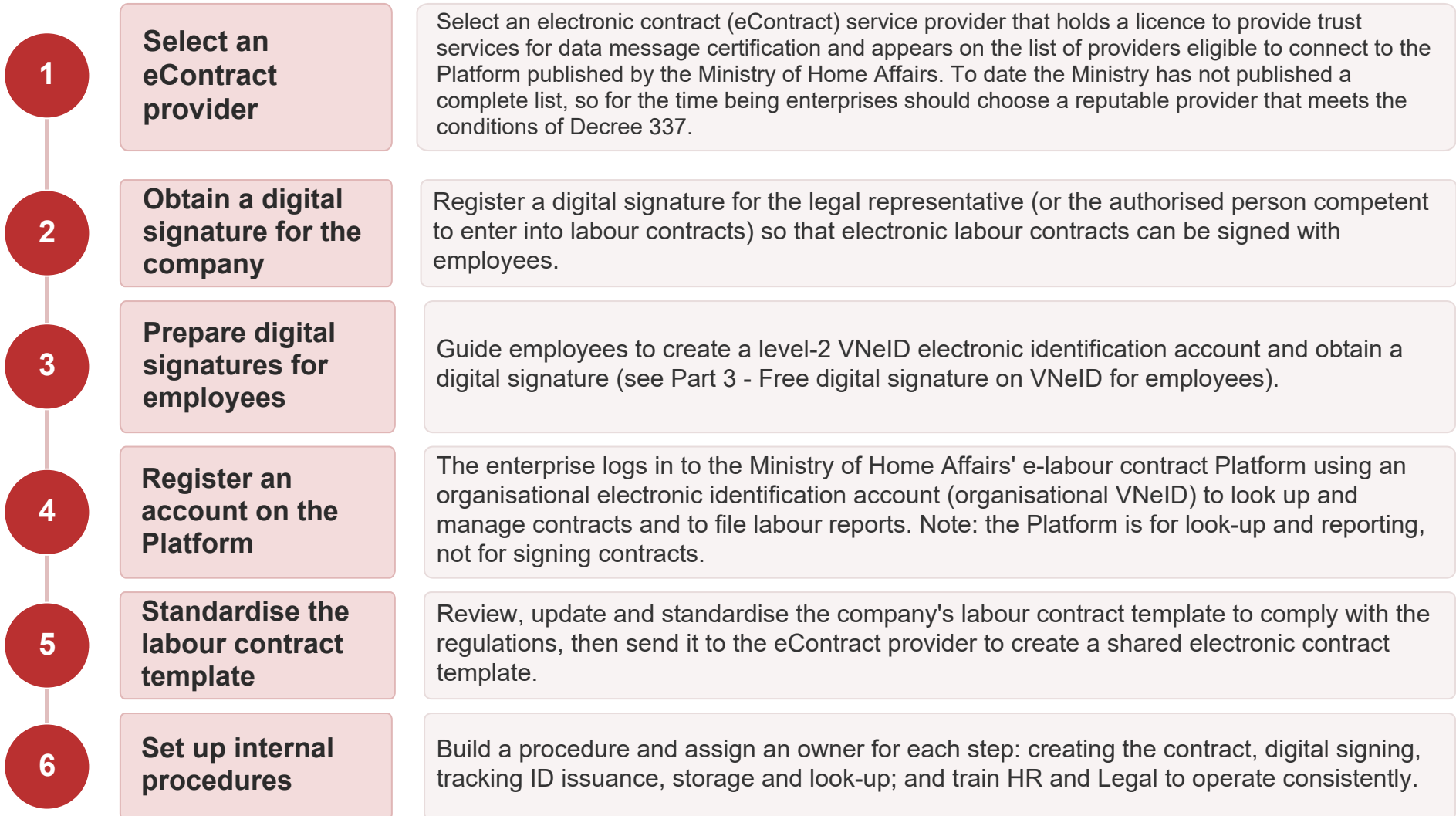
Updated under Decree 337/2025/ND-CP · Circular 08/2026/TT-BNV

The National Electronic Labour Contract Platform goes live on 01/7/2026

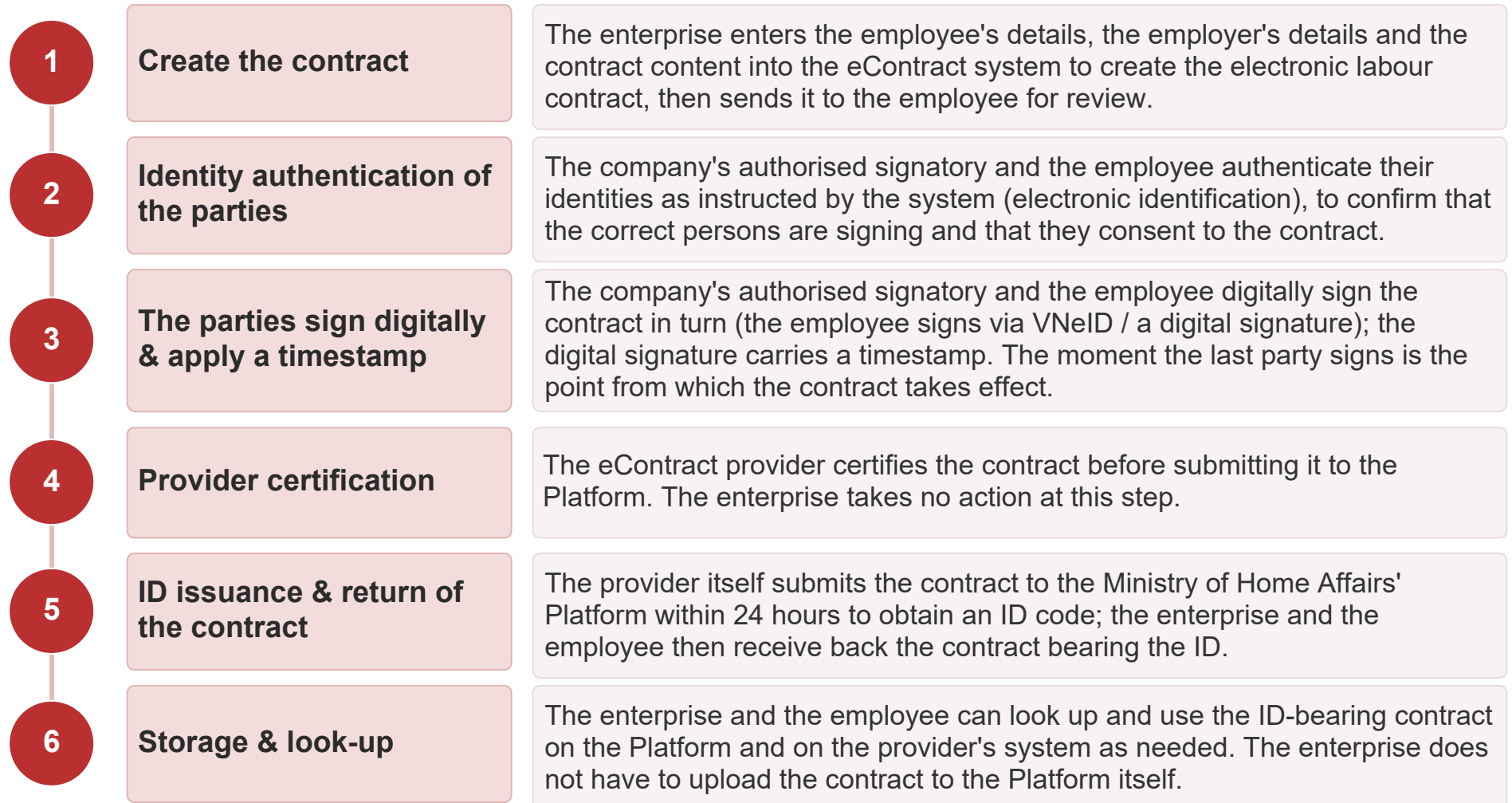
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1. Preparation steps for electronic labour contracts



2. Process for signing an electronic labour contract



3. Free digital signature on VNeID for employees

Personal digital signature on VNeID
VNPT SmartCA PS0 (Citizen) package
– FREE for 12 months

- Employees register their own free personal digital signature directly in the VNeID app.
- No need to buy a separate digital signature for each person; sign right on the phone, no USB token required.
- Enterprises should guide employees to register on their own so they are ready to sign e-labour contracts. Foreign employees holding a level-2 VNeID can also register.

REGISTRATION STEPS ON VNeID

- 1 Open the VNeID app (account already verified at level 2).
- 2 Go to “Other services”
→ “Digital certificate / digital signature services”.
- 3 Select the provider VNPT SmartCA and enter the passcode.
- 4 Accept the terms of service and confirm your personal details.
- 5 Choose the “SmartCA PS0 (Citizen)” package
- free for 12 months.
- 6 Sign to create the electronic signature and complete activation.

Legal basis: a digital signature and a timestamp are mandatory conditions for signing an electronic labour contract (point c clause 2 & clause 4 Article 6 of Decree 337/2025/ND-CP).

4. Is signing an e-labour contract mandatory?

4.1. Not mandatory - but once used, it must meet the standard

Enterprises are **NOT required** to sign electronic labour contracts; they may choose to sign either on paper or electronically. The law merely encourages the use of electronic labour contracts.

Legal basis: *Clause 1 Article 14 of the Labour Code 2019 - a labour contract entered into by electronic means “has the same validity as a labour contract in writing”. Clause 3 Article 4 of Decree 337 - “The use of electronic labour contracts in place of labour contracts in paper form is encouraged...”.*

Key point to note: “Not mandatory” applies to the *choice of form*. Once an enterprise has chosen to enter into electronic labour contracts, from **01/7/2026** that contract must go through an eContract connected to the Platform and be issued an ID code - this is no longer optional.

4. Who may sign? Which companies, which positions?

There is no restriction on the type of enterprise or the employee's position: any enterprise may sign with an employee in any position, provided the conditions in clause 2 Article 6 of Decree 337 are met and the signatory has authority under Article 18 of the Labour Code.

Party	Conditions to be met (clause 2 Article 6 of Decree 337)
Employer	One of the following: establishment decision / enterprise registration certificate / investment certificate / business household registration certificate; AND identity papers of the legal representative.
Employee (any position)	Identity papers: citizen ID card / identity card / electronic ID card / level-2 electronic identification account / valid passport (foreigners: plus a visa or visa-exemption document).
General technical conditions	A digital signature AND use of a timestamping service under the law on electronic transactions (point c clause 2 Article 6).

HR tip: Employees need a digital signature in order to sign. Enterprises may take the initiative and provide employees with digital signatures; one-time-use digital signature solutions are available on the market, letting employees sign immediately without registering long term.

5. The MOHA Platform & VNeID accounts

5.1. Logging in with a VNeID account (Article 7, Circular 08)

- ▶ **Employees:** use a personal electronic identification account (personal VNeID).
- ▶ **Employers that are organisations:** use an organisational VNeID; if registration is not possible, request the Ministry of Home Affairs to grant a Platform access account.
- ▶ **Employers that are individuals:** use a personal VNeID.

5.2. Four account groups on the Platform (Article 16, Circular 08)

Account group	Permitted activities
Administration (State)	MOHA, the Vietnam General Confederation of Labour, Departments of Home Affairs and IZ/EZ/EPZ management boards; authorises officials to handle tasks.
Employers	Access and share information on their own electronic labour contracts; file labour reports through the Platform.
Employees	Access and share information on their own electronic labour contracts.
Public officials	Authorised by State bodies to handle assigned professional tasks.

The Platform is operated by MOHA at hopdonglaodong.moha.gov.vn · Its infrastructure is hosted at the National Data Centre.

6. Contract ID code (Article 5 of Circular 08)

Each electronic labour contract is issued a unique ID code consisting of **01 letter + 12 digits**:

Component	Symbol	Meaning
Letter (1)	A	E-labour contract entered into FROM 01/7/2026 through an eligible eContract.
	B	E-labour contract CONVERTED from a paper labour contract.
	C	E-labour contract entered into BEFORE 01/7/2026.
First 2 digits	E.g. 26	The last two digits of the year in which the Platform issues the ID (2026 → “26”).
Last 10 digits	Random	A natural number sequence generated at random by the system.

- ▶ **The ID is issued once and does not change**, even where the contract is amended, supplemented, suspended or terminated; appendices & notices are attached under the same ID (clause 2 Article 4 of Circular 08).
- ▶ **The Platform will not issue an ID** if the contract does not meet the conditions (missing digital signature/timestamp/certification, incorrect identity authentication) - clause 5 Article 6 of Circular 08.

7. Paper ↔ electronic conversion & amendment

7.1. Paper → electronic conversion (Art. 8, Decree 337)

- ▶ The parties to the paper labour contract must be authenticated under the law on electronic identification and authentication;
- ▶ The electronic version must be digitally signed by the company's authorised person confirming it is a true copy of the original, who bears legal responsibility, and is then assigned an ID (type “B”);
- ▶ Accompanied by a **conversion log** (point b clause 1 Article 6 of Circular 08): system, person performing the conversion, time, file format, digital signature + timestamp, and confirmation status that it matches the paper original.

7.2. Amendment, suspension, termination (Art. 9, Decree 337)

Case	How it is done
Contract already signed electronically	Amendment/suspension/termination follows the same steps as entering into an electronic labour contract (Articles 5, 6, 7), unless otherwise agreed.
Contract signed on paper	It must first be converted into an electronic labour contract (clause 1 Article 8), and only then amended/suspended/terminated.
Appendices & notices	Attached under the SAME ID as the original contract to ensure consistency, integrity and historical traceability (clause 3 Article 9).

8. Labour reporting obligations & data retention

8.1. Reporting on labour use / changes in labour

Employers file reports on changes in labour (under clause 2 Article 4 of Decree 145/2020/ND-CP as amended in 2025) **directly on the Platform** for electronic labour contracts (clause 2 Article 19 of Circular 08). The eContract must have a function supporting such reporting (point i clause 1 Article 6 of Decree 337).

8.2. Data retention

Place of retention	Retention period
On the e-labour contract Platform	10 years from the date the labour contract terminates. Where there are successive contracts (Article 20 of the Labour Code) → counted from the last contract (clause 3 Article 18 of Circular 08).
On the provider's system	As agreed in the service contract, at least equal to the retention period on the Platform (clause 3 Article 6 of Circular 08).
At the enterprise	The employer stores the data, keeps it confidential and ensures its integrity & retrievability (point b clause 2 Article 19 of Decree 337).

Security & personal data: Enterprises must immediately notify the Platform's managing authority upon detecting security risks, forgery, discrepancies or unauthorised access; and must comply with personal data protection law (points dd and e clause 2 Article 19 of Decree 337).

9. Selecting an eContract provider & checklist

Rule number 1: Only select an eContract provider **NAMED on the MOHA list of providers eligible to connect** (updated within 24 hours of any change, on the Platform's information page) — Article 22 of Decree 337 & Article 21 of Circular 08.

Checklist of criteria for assessing an eContract provider

- ☐ **Named on the list of eligible providers** published by MOHA.
- ☐ **Holds a trust service licence** (data message certification) - point c clause 3 Article 6.
- ☐ **Has an identification & authentication solution (eKYC/biometrics)** - point b clause 3 Article 6.
- ☐ **Has compliant signing & signature/timestamp verification software** - point a clause 1 Article 6.
- ☐ **Has a conversion function** (electronic ↔ paper); supports labour reporting, storage and information security.

9. The 12 conditions for a compliant eContract

Where a contract is entered into through an eContract, the eContract system must satisfy all 12 conditions (clause 1 Article 6 of Decree 337):

1. Digital signing & signature verification software

2. Security, information safety & incident recovery

3. Storage, integrity & data look-up

4. Correct identification & identity authentication

5. Confirmation of the parties' consent

6. Certification of the contract before ID submission

7. Electronic transaction account (Article 46 of the Law on E-Transactions)

8. Support for labour-use reporting

9. Consolidation, statistics, periodic/ad-hoc reporting

10. Standard API connection to the Platform

11. Information security under cybersecurity law

12. Conversion between electronic & paper labour contracts

Legal basis

An electronic labour contract is entered into in the form of a data message and has the same legal validity as a labour contract in paper form (clause 1 Article 3 of Decree 337). Three instruments form the backbone:

Instrument	Content	Effect / milestone
Labour Code 2019 (45/2019/QH14)	Article 14: recognises that a labour contract entered into by electronic means has the same validity as one in writing	In force
Decree 337/2025/ND-CP	Entering into and performing electronic labour contracts; building & operating the Platform	Effective 01/01/2026
Circular 08/2026/TT-BNV	Guidance on: ID issuance, Platform accounts, eContract connection, reporting, retention	Effective 01/7/2026

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