



TRAINING ENROLLMENT FORM

84-4-946 2044 (Hanoi)



84-8-520 2109 (Ho Chi Minh)

8:30am – 5:00pm Monday - Friday



(84-4) 946 0203 (Hanoi)
(84-8) 822 5432 (Ho Chi Minh)
(24 hours/day)



educ@vn.ibm.com

The Education Administrator

IBM Vietnam
83B Ly Thuong Kiet
Hanoi, Vietnam



HCMC Branch
37 Ton Duc Thang, Saigon Trade Center,
3B floor, Dist.1, Ho Chi Minh City,
Vietnam

CUSTOMER INFORMATION

Date: _____

Contact Person	Company Name	Person to address bill to	<u>APPROVAL</u> / Authorized Company Official
Phone No.	Address	Address to deliver bill to (if different from company address)	<u>Designation</u>
Fax No.	Email Address		Signature / Date

COURSE CODE	COURSE TITLE	PRE-REQ	COURSE DATE	COURSE FEE	NAME OF ENROLLEE	Email Address	Remarks

Mode of Payment Cash Cheque Education Pack Education Credits Others: _____

Payment by bank transfer to: **IBM Vietnam Company**, 83B Ly Thuong Kiet, Hanoi.
Account no. 0-200539-028 (VND) or 0-200539-001 (USD) at CITIBANK, 1st Floor, 17 Ngo Quyen, Hanoi

COURSE PREREQUISITES
All courses have defined prerequisites. Students are responsible for ensuring that they have the necessary course prerequisites or equivalent experience in order to gain the most out of the course. Details on prerequisites can be found in the course description.

How did you find out about this course?
 by IBM web site
 by IBM Education Catalog
 Others _____

Class Cancellations
Written cancellations should reach IBM two weeks prior to the course commencement date.
FULL COURSE FEE will be billed for No Show or cancellation made in less than two (2) weeks or fourteen (14) calendar days before the start of class.
IBM reserves the right to cancel/postpone any course with two weeks' advance notice.

Terms & Conditions
Terms & Conditions of the Agreement for IBM Training apply.
Acknowledgement
Enrollment will be acknowledged upon receipt of enrollment form.
Confirmation
Enrollment will be confirmed upon receipt of payment.

For IBM Internal use only:
Acknowledged by: _____
DPL checked by: _____
Stopship checked by: _____
Zero Rate Checked by: _____
COD List checked by: _____
Confirmed by: _____
Faxed by: _____

Terms and Conditions

Course Fees

All course fees published are subject to change without prior notice. The course fee stated in our confirmation letter is the correct price for the class. Should course fees be revised, enrollments confirmed by IBM will be price-protected, that is, enrollees will pay the lower of the old or revised course fees.

The course fees include course materials, machine usage (where applicable). Any local tax or travel & living expenses incurred in attending classes will be at enrollee's own expense. All course fees should be paid by cheque.

Payment of Course Fees

Course fees are payable in advance of the class. Only pre-paid enrollments will be confirmed. All confirmed enrollments are price-protected. Enrollments without prepayment are put on waiting list, subject to availability of seats and price revision.

Cancellation and Re-Scheduling of Enrollments

You agree to pay a "No Show" fee of 100% of the course fee if you cancel or reschedule your enrollment within TWO WEEKS (14 days) of the class start date. All cancellations should come in the form of a written notice to IBM.

Cancellation or Postponement of Classes by IBM

IBM reserves the right to cancel or postpone any class due to unforeseen circumstances. In such case, IBM will advise enrollees TWO WEEKS (14 days) in advance. For prepaid enrollments, you may opt for a refund of course fees paid or to enroll in the next scheduled class (same course code) with full price-protection.

Quality Guarantee

We warrant that the information contained in the Schedule is true at the time it is published and that we will employ people with the appropriate skills, as we determine, to teach the courses set out in the Schedule.

Copyright and Trademark

We do not permit you to reproduce in whole or in part course materials provided to you during the classes.

Some courses are marked with (R-M); these are Restricted Materials of IBM. For courses so designated, you agree NOT to provide or otherwise make available to any person, in any form, without IBM's prior consent, except to your employees for purposes specifically related to your authorized use of the IBM Licensed Program to which such Restricted Materials apply.

Patents and Copyrights

If a third party claims that the education materials we provide to you infringe that party's patent or copyright, we will defend you against that claim at our expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that you:

1. Promptly notify us in writing of the claim; and
2. Allow us to control, and cooperate with us in, the defense and any related settlement negotiations.

If such a claim is made or appears likely to be made, you agree to permit us to enable you to continue to use the education materials, or to modify or replace them. If we determine that none of these alternatives is reasonably available, you agree to return the education materials to us on our written request. We will then give you an appropriate credit for the returned materials.

This is our entire obligation to you regarding any claim based on your modification of education materials.

Limitation of Liability

Circumstances may arise where, because of a default on our part or other liability, you are entitled to recover damages from us. In each such instance, except for the payments referred to in our patent and copyright terms described above, we are liable only for the charges for the class or education material that is the subject of the claim.

This limit also applies to any of our subcontractors. It is the maximum for which we are collectively responsible.

ITEMS FOR WHICH WE ARE NOT LIABLE

Under no circumstances are we or our subcontractors liable for any of the following:

1. Third-party claims against you for losses or damages (except as described above in the section entitled "Patents and Copyrights");
2. Loss of, or damage to, your records or data; or
3. Special (including nominal and exemplary damages), moral, incidental, or indirect damages or for any economic consequential damages, lost profits, business, revenue, goodwill, or anticipated savings, even if we are informed of their possibility.

License

Any machine readable education materials that we provide to you will be subject to the terms of a license agreement. We will inform you of the applicable agreement.

Warranty

There are no express warranties except those contained herein or in any applicable license agreement. There are no implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. We make no warranty as to results to be attained by attending our classes or using our education materials.

Changes to This Terms and Conditions

We may modify these terms on written notice. The modified terms will apply to your enrollment or order unless you cancel such enrollment or order prior to the effective date. Otherwise, for a change to be valid, both parties must sign it. Additional or different terms in any order or communication from you are void.

General

The courses and education materials offered by IBM are not offered as occupational training. They are available to individuals whose employer pays the applicable charges. You agree not to copy our copyrighted materials without our prior written consent.

You agree not to use recording equipment in our classes without our prior written consent.

You agree not to use our trademarks, trade names, or designations in any promotion or publication without our prior written consent.

You agree not to assign, or otherwise transfer your rights under this Agreement without our prior written consent. Any attempt to do is void.

Neither of us is responsible for failure to fulfill any obligations due to causes beyond our control. Neither of us will bring legal action (under this Agreement) more than two years after the cause of action arose.

Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to respective successors and assignees.

This Agreement is governed by the laws of the country in which we provide the classes or education materials.