



**International School
HO CHI MINH CITY**

CERTIFICATE OF ENTITLEMENT APPLICATION FORM

TO: THE BOARD OF MANAGEMENT, INTERNATIONAL SCHOOL HO CHI MINH CITY

I declare that I have read this application form in its entirety, including all explanatory notes, and that I understand the terms and conditions set out herein. Further, I/we agree to be bound by these terms and conditions.

Subject to the approval of the Board of Management of the International School – Ho Chi Minh City (the “School”), I/we hereby apply for a Certificate of Entitlement (“Certificate”) of the School.

I/we hereby authorise you to place my/our name on the COE register as the holder(s) of any Certificate so allotted and agree to be bound by the terms and conditions set out in the Certificates.

After completion of this application form, I understand that an invoice will be sent to me at the address provided below and that payment will be made by me/us in accordance with the terms and conditions attached to such invoice. Further, I understand that payment in full must be received by the school before this application will be processed, and that such payment is due and payable prior to the attendance at school by the student for which this certificate is intended.

STUDENT DETAILS FOR WHOM THE COE IS BEING PURCHASED:

Last Name: First Name(s):

Proposed Date of entry to school: (date) (month) (year)

COE APPLICANT (APPLICANT IS THE OWNER OF THE COE – EITHER AN INDIVIDUAL [NORMALLY PARENT] OR COMPANY NAME):

Name of Applicant (Parent or Company name to appear on the certificate):

Address of Applicant:

Contact Person for Corporate Applicant:

Position in the Company:

Contact Home or Office Telephone Number: Mobile:

Authorised Signature of Applicant

Authorised seal of company

Completed Form should be forwarded to the Admissions Department

FREQUENTLY ASKED QUESTIONS

WHAT IS A COE?

A COE is a “bond” that, following acceptance for admission, entitles the holder to a placement of one child in the school. Because the school is experiencing increased demand in certain grades, and because this has led to waiting lists being implemented, (meaning that the school is unable to guarantee placement in certain grades), the school restricts the acquisition of COE’s to certain grades. Currently, COE’s are only available for students moving into, or newly enrolling into grades 1-10. COE’s currently have no expiry date.

SHOULD I PURCHASE A COE OR SHOULD I PAY THE ANNUAL DEVELOPMENT FEE?

COE’s for companies

The best option for companies with long term plans in Vietnam and is to purchase COE’s for the children of their employees. The main reasons are:

Once a COE is purchased, it belongs to the company to be used as and when they desire (for children of bona fide employees). COE’s can be transferred from child to child.

A COE is an asset/investment in the financial statements of the company, and do not appear as an expenditure item.

Ownership of a COE guarantees priority placement in the school for the children of employees. It should be noted that due to the existence of waiting lists in certain grades, placement cannot be guaranteed, and sufficient notice of enrollment must be provided to the school to ensure priority placement.

If the length of stay in-country by the company is uncertain, or if employment contracts are short term, then the most convenient option may be to pay the annual development fee.

COE’s for Individuals

The COE option you choose will depend on the intended length of stay in HCMC and your financial situation. If you are relatively certain that you will be in HCMC for more than (say) two years, purchasing a COE outright may be your best option if you have the financial resources to do so. The reason is that the maximum cost that will ultimately be paid for the entire length of stay is the administration fee that the School retains when the COE is sold on your behalf. If the length of stay is uncertain, the best option may be to pay the annual development fee.

HOW CAN A COE BE PURCHASED?

To purchase a COE, the intended owner must be enrolling a student in the school, or a student must be currently enrolled in the school in a grade where COE’s are permitted to be purchased.

A COE application form must be completed and returned to the school’s Admissions Office.

WHAT IS THE PRICE OF A COE AND WHEN IS PAYMENT REQUIRED?

The Board of Management of the School sets the price of COE’s, which may be adjusted from time to time (but only upwards).

Currently the price of a COE is set at USD 15,000, and this must be paid in full prior to attendance of the student at school. There is no payment plan programme available for the purchase of COE’s, and late payment penalties will be levied as follows:

After 30 days past the payment due date, a 10% penalty will be applied on the amount outstanding.

After 60 days past the payment due date, (in addition to the 10% penalty), student records and school documentation will be withheld and educational services may be refused.

After 90 days past the payment due date, a further 5% penalty will be applied on the total outstanding amount (including any interest charges already levied).

WHEN WILL THE PHYSICAL CERTIFICATE BE RECEIVED?

The school normally reviews the status of COE purchases once every quarter. COE invoices that have been paid prior to such review will be placed on an “issue list”. All physical certificates are prepared, using the information provided on the COE application form. Physical certificates are then signed by duly authorised representatives of the school, and the certificates are sent by hand to the address indicated on the COE application form.

CAN A COE BE TRANSFERRED TO ANOTHER STUDENT?

Where a COE is purchased by an individual, a COE may be transferred within the immediately family (from one sibling that has departed school to another sibling enrolling or already enrolled in the school). Where a COE is purchased by a corporation, a COE may be transferred between children of bona fide employees working for the same company/group of companies. All transfer requests must be made in writing, and no other types of transfers are permitted. The school may charge a transfer fee to cover administrative costs.

HOW CAN A COE BE SOLD?

Once a COE is no longer required (i.e. the student withdraws from school), the COE may be sold or held (holding a COE is common for corporate owners that expect to employ expatriate families in the future). Because each student is required to have a COE during their entire tenure at school (if the annual development fee option is not chosen), the COE may not be offered for sale until after the student is physically withdrawn from school. The COE is a “bond” (not a deposit), and therefore it should be highlighted that there is no “refund” due to the COE holder on departure from the school. Rather, the school undertakes to sell the COE on behalf of the owner, to a new incoming student, only after the COE holder instructs the school in writing to do so.

The Sale procedure

A “REQUEST TO SELL” form must be completed by the COE owner, and forwarded to the School’s Chief Accountant, along with the original COE certificate. The sale process cannot begin until all of the required documents are received.

Once all documentation is received, the school verifies that the student to whom the COE relates has been withdrawn from school. The COE for sale is then placed on the sell wait-list, on a first-received, first-to-be-sold basis.

When a newly enrolling student completes the application process for purchasing a COE, the school allocates firstly the COE’s that are on the COE sell wait-list.

The school prepares a COE invoice at the current COE price, and the COE is then considered to be sold to the newly enrolling student.

Once the COE invoice is paid in full by the newly enrolling student, the school is then liable to remit-back the proceeds of the sale to the original owner, (less an administration fee which is currently set at 20% of the sale price). Proceeds are sent to the owner’s nominated bank account. Due to foreign exchange laws in Vietnam, there are specific rules pertaining to the transfer of funds to bank accounts abroad. If you believe this may affect you at time of withdrawal, or if you have any concerns or questions, please contact the Chief Accountant in writing with your specific concern or question.

HOW LONG DOES THE PROCESS TAKE AND WHEN WILL THE COE PROCEEDS BE REMITTED TO THE OWNER?

Because the school cannot provide the refund proceeds until the new enrolling student has paid for the COE invoice, no guarantee can be provided as to the timing of a refund. Delays arise when the newly enrolled student does not pay their invoice prior to starting school (this can happen for a number of reasons, including awaiting approvals from an offshore head office).

Where it is known with a great degree of certainty that the student will be withdrawn from school (e.g. those students graduating at the end of Grade 12), it is sometimes possible to pre-allocate COE’s for sale in advance before the child departs school; however no guarantee of this can be made.

Any other questions or concerns should be made in writing and directed to the School’s Chief Accountant on fax 3898 9382 or chief_accountant@ishcmc.edu.vn.

LEGAL TERMS AND CONDITIONS OF CERTIFICATES OF ENTITLEMENT

1. All the Certificates for the time being issued and outstanding rank equally without any preference or priority one over the other.
2. This Certificate does not bear any interest nor is it secured on any property, assets or undertakings of the School.
3. The Certificate Holder shall so long as it/he/she continues to be the registered holder of this Certificate be entitled:-
To nominate each year for the immediately forthcoming school year subject to not less than 6 months notice (or less at the discretion of the Board of Management (the "Board") prior to commencement of the term of entry, in the case of an individual Certificate Holder, one child of the said individual, or in the case of a corporate Certificate Holder, one child of one of its bona fide employees, to attend the School subject to such child satisfying the School's admission and other criteria and the discretion of the Board whose determination shall be final and binding; and
4. If this Certificate shall have been lost, stolen, destroyed or defaced in whole or in part so as to be incapable of use, the Board shall deliver to the Certificate Holder a new certificate in lieu thereof and, in the case of defacement, against the surrender of such Certificate.
5. The Board shall keep a Register of Certificate Holders and will enter therein the issue of all Certificates.
6. The Board shall recognise and treat the holder in whose name this Certificate is registered in the Register of Certificate Holders as the person being entitled to the rights and benefits conferred by this Certificate. No notice of any trust shall be recognised or entered in the Register of Certificate Holders against the title of such holder and the Board shall not be effected by notice of any right, title or claim of any person to this Certificate other than the holder in whose name this Certificate is so registered.
7. (a) The Board may (but without any obligation to do so) pay the certificate Holder on such terms and conditions as may be determined by the Board in their absolute discretion in order to repurchase this Certificate provided that such payment shall not be less than the fair market value hereof (less the amount of any prevailing transfer fee) in the event that:
 - (i) The Certificate Holder serves notice to transfer under Clause 9 (such repurchase by the Board being in priority to the proposed transferee); or
 - (ii) The Certificate Holder is unable to find a purchaser after giving notice to terminate the aforesaid child's attendance at the School in the case of an individual Certificate Holder or after giving notice by a corporate Certificate Holder of its desire to transfer this Certificate and discontinue its Entitlements.
- (b) The Certificate Holder shall have no right to demand or otherwise seek repurchase of this Certificate by the Board except in accordance with the provisions of this Clause 7.
8. The Certificate Holder shall not transfer, negotiate or otherwise assign this Certificate unless specifically authorised by the provisions herein.
9. This Certificate may be transferred by the Certificate Holder by giving written notice to the Board giving details of the proposed transferee and transfer price. The Board shall have the absolute discretion to approve or disapprove the transfer. Upon receipt of such notice the Board shall have the right but not the obligation to purchase the Certificate pursuant to Clause 7(a) in priority to the proposed transferee. The transfer of this Certificate shall be subject to the payment of a transfer fee to be determined by the Board from time to time in its absolute discretion. No transfer shall be effected by the Board unless and until such transfer fee has been received in full by the Board.
10. Upon receipt of notice by the Certificate Holder to terminate the aforesaid child's attendance at the School in the case of an individual Certificate Holder or upon receipt of notice by a corporate Certificate Holder of its desire to transfer this Certificate and discontinue its Entitlements, the Board shall place the Certificate Holder on a separate list of Certificate Holders wishing to transfer their Certificates. The Board shall use its best endeavours to assist in finding a purchaser or purchasers for such Certificates with priority being given in order of the names of such Certificate Holders on to such list.
11. The Board may at any time and from time to time make or issue (upon such terms and subject to such conditions as it shall think fit) further certificates.
12. The rights and obligations of the Certificate Holder may be amended, supplemented or modified by the Board if approved by two-thirds of the registered holders of Certificates attending in person or by proxy at a meeting of the registered holders called by the Board. Notice of the meeting specifying the time, date and place of meeting and the motion to be considered shall be sent by mail to each of the registered holders at the address recorded in the Register of Certificate Holders at least 21 clear days prior to the meeting. A quorum for the meeting shall be no less than ten percent (10%) of the number of registered holders.
13. In case any dispute shall arise as to the construction of this Certificate or any of the terms hereof or the entitlement of the Certificate Holder hereunder or anything of whatever nature arising hereunder or in connection herewith, such dispute shall be referred to the Board who shall decide the issue and whose decision shall be final and binding.
14. Any notice to be given hereunder may be given by delivering the same in writing or by posting the same by prepaid postage to the Board at its registered office or, as the case may be, to the Certificate Holder at its address as shown in the register of Certificate Holders and in the case of service by prepaid postage, service shall be deemed to have been effected 2 business days after the time of posting.
15. The Board shall have the right at any time without prior notice to amend the rules or conditions applicable to the issuance of Certificates and the amount payable therefore but any such amendments will not derogate the rights or Entitlements or alter the obligations of the Certificate Holder existing prior to such amendments.
16. This Certificate shall be governed by and construed in accordance with the laws of Vietnam.