**MINUTES OF LIQUIDATION OF TRAINING CONTRACT**

This minutes of liquidation of the Training Contract (“**Liquidation Minutes**”) is made on [●] by and between:

**Company** [●]

|  |  |  |
| --- | --- | --- |
| Enterprise code No. | : | [●] |
| Head office address | : | [●] |
| Telephone No. | : | [●] |
| Legal representative [Authorised representative] | : | [●] |
| Title | : | [●] |

Hereinafter referred to as the “**Company**”

**And**

**[Mr.]/[Ms.] [●]**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Nationality | : | [●] | | | | |
| Date of birth | : | [●] | | | | |
| Position | : | [●] | | | | |
| Residential address | : | [●] | | | | |
| [Citizenship identity]/[Passport] No. | : | [●] | issued on | : [●] | by | : [●] |

Hereinafter referred to as the “**Trainee**”

**WHEREAS,** the Company and the Trainee signed training contract No. [●] on [●] (“**Training Contract**”);

**WHEREAS,** the Company and the Trainee signed an agreement to terminate the Training Contract on [●] (“**Termination Agreement**”);

Now, the Company and the Trainee mutually agree to liquidate the Training Contract with the following contents:

1. At the time of signing this Liquidation Minutes, the Company agrees that the Trainee has paid in full and on time to the Company training costs, including:
2. Tuition fees from [●] to the end of [●]: VND [●];
3. Travel and accommodation expenses from [●] to the end of [●]: VND [●]; and
4. Other support expenses: VND [●] (if any).

Accordingly, the Company shall not request the Trainee to pay any additional amount and shall not further claim from the Trainee any and all financial issues in connection with the training relationship between the Company and the Trainee under the Training Contract.

1. The Trainee has returned all documents, correspondence and all other properties belonging to the Company’s ownership as stipulated in the Termination Agreement.
2. The Trainee agrees and acknowledges that the Company has completed all of its obligations and duties to the Trainee under the Training Contract and the laws of Vietnam.

The Trainee, at any time before or after the date of signing this Liquidation Minutes, (a) agrees to release, discharge and waive any and all claims the Trainee has or may have, whether known or unknown, contingent or absolute, under any and all law, against the Companyin relation, directly or indirectly, to the Training Contract or this Liquidation Minutes; (b) undertakes not to commence or attempt to bring any action, claim or proceeding against the Companyin relation, directly or indirectly, to the Training Contract and/or this Liquidation Minutes; and (c) agrees not to challenge before a court of law, an arbitral tribunal or any other similar body, the admissibility, validity, enforceability or effectiveness of this Liquidation Minutes.

1. The Trainee undertakes to keep confidential the existence and terms of this Liquidation Minutes and the circumstances and causes leading up to the termination of the Training Contract and shall not disclose them to any third party, unless the Trainee has the prior duly written consent of the Company, or is doing so in confidentiality to relevant tax authorities of Vietnam or otherwise required by the laws of Vietnam provided that the Company is notified in a reasonable time before such disclosure.
2. This Liquidation Minutes sets out the entire agreement and understanding between the parties concerning the termination of the Training Contract. Except for the commitment of the Trainee and the Company as stated in this Liquidation Minutes, the rights and the obligations of the Trainee and the Company as stipulated in the Training Contract shall terminate from the signing date of this Liquidation Minutes.
3. This Liquidation Minutes is made in 02 (two) original copies with the same validity. Each party shall keep 01 (one) original copy as basis for implementation.
4. This Liquidation Minutes is signed by the Trainee and the Company on [●] and shall take effect from the signing date.

|  |  |
| --- | --- |
| **For and on behalf of**  **the Company**  [Full name]  [Title] | **The entirety of this Liquidation Minutes was read, understood clearly and voluntarily accepted by the Trainee**  [Full name] |