

MEMORANDUM OF AGREEMENT

BETWEEN

BATAM TOURISM POLYTECHNIC

AND

HEAN YI HOLDING SDN BHD. TRADING AS HOLIDAY INN MELAKA

ON

INTERNSHIP PROGRAM

Pihak I :

Pihak II :

On this day **Monday, January 13th 2023** at Hean Yi Holding Sdn Bhd. Trading As Holiday Inn Melaka which located at Jalan Syed Abdul Aziz, 75000 Melaka, both parties below agree to establish a mutual relationship on Internship Program:

I. BATAM TOURISM POLYTECHNIC (BTP)

Located at Jalan Gajah Mada, The Vitka City Complex, Tiban, Batam – Kepri, Indonesia, is represented by **M. Nur A. Nasution, S.Sos., M.Pd., CHA, Director of Batam Tourism Polytechnic** hereinafter referred to as the **First Party**, who acts for and on behalf of the Batam Tourism Polytechnic.

II. HEAN YI HOLDING SDN BHD. TRADING AS HOLIDAY INN MELAKA

Located at Jalan Syed Abdul Aziz, 75000 Melaka, is represented by **Esther Gunn** as **Director of Human Resources** hereinafter referred to as the **Second Party**, who acts for and on behalf of the company.

This Memorandum of Agreement for practical training attachment shall take effect from the signing of this agreement for a duration of 5 (five) years, which may be extended by mutual consent of both parties in writing or earlier terminated by either party in accordance with the provisions hereinafter provided.

Both parties, herewith, express their willingness to comply with the Memorandum of Agreement as stipulated in the following articles:

Article 1

TERMS OF COLLABORATION

1. The Second Party will provide the practical placement for Students of the First Party periodically depending on the hotel business and the availability of the position.
2. The Second Party will give out information related with recruitments that open to First Party and process the candidates
3. First Party shall internally select internship candidates and the result of selection shall be forwarded to the Second Party.

Article 2

ACCEPTANCE OF STUDENTS

1. The Second Party is entitled to contact and invite students of the First Party for the interview and selection process.
2. The Second Party is entitled to conduct placement test, interview and or medical check up prior to the commencement of the job training of the First Party's Students.
3. The Second Party shall inform the First Party the result of interview within 2 weeks at latest from the date of the interview.
4. It is the discretion of Second Party to determine decision to accept or reject every candidate of intern of First Party based on the interview result and other operational consideration.

Article 3

PRACTICAL TRAINING LOCATION(S)

The internship assignment of every intern will be determined by Second Party in Room Division Department (Housekeeping & Front Office), Food and Beverage Service Department, Food Production and Bakery & Pastry Production Department, Human Resources Department and Sales and Marketing Department.

Article 4

PRACTICAL TRAINING DURATION

1. The practical training program shall be commenced every July/August to January/February and in every January/February to June/July.
2. The practical training attachment at the premises will be for 6 months. Each subsequent period of attachment shall commence in April/October.

Article 5

RIGHTS AND OBLIGATIONS OF FIRST PARTY

1. The First Party is entitled to issue a notification letter to the Second Party if students on the job training at the First Party's place shall be recalled for significant and urgent matters, such as exams. This notification letter shall be received by the Second Party at latest 1 week before the occasion.
2. The First Party is entitled to monitor the development progress of their students who are undergoing an internship at Second Party premises by visiting the internship venue for more than 1 (one) time. The First Party shall notify the Second Party regarding the visit for the purpose of deciding the date and time of visit. The notification of the First Party shall be received by the Second Party at latest 1 weeks before the visit.

3. The First Party is responsible for sending a minimum of two (2) lecturers or related parties to monitor the students who are undergoing the internship program at Second Party premises at least once in 1 (one) period of internship.
4. The First Party shall provide full supports to the Second Party with regard to the students' internship program, including supporting the implementation of the Second Party's Internship Regulations.
5. The First Party shall ensure that all belongings of the Second Party used by a student during the internship period shall be returned at latest 1 (one) day after the completion of the student's internship program. The Second Party is entitled to ask the student to recover any damages or loss of hotel belongings that lent by the Second Party to the student during the internship period once it is proven that the damaged or loss is caused by First Party's student.

Article 6

RIGHTS AND OBLIGATIONS OF THE SECOND PARTY

1. The Second Party is entitled of the following rights:
 - a. To terminate any student of the First Party's who violate any part of this agreement, hotel rules or employment regulation that applicable in Second Party location, or based on First Party consideration that the student is not carrying out a good job according to the standards / expectation of the Second Party.
 - b. To acquire results in a supervised field training report produced by students during the practical training period.
2. The Second Party is entitled to determine the working schedule based on the operational needs of the concerned department, including the split shift if necessary.
3. The Second Party shall have the following obligations:
 - a. To provide the entitlements of students of the First Party as stipulated in article 7 clause 1 - 3.
 - b. To provide guidance and training to the students of the First Party.
 - c. To provide a certificate of completion to students of the First Party who have completed the practical training period based on the agreed rules and regulations.

Article 7

RIGHTS AND OBLIGATIONS OF TRAINEES

1. Whilst undergoing the job-training program, students of the First Party shall be entitled to the following:
 - a. Each practical training day will be for a period of 8 (eight) hours equal to 15 credits semester. Every extra hour spent will be paid regards to hotel regulation
 - b. Practical training will be scheduled to be 5 (five) days with 2 (two) days break in a week.
 - c. To obtain monthly allowance on RM 600 or based on company regulation.
 - d. To use the practical training equipment such as uniforms and working equipment provided by students of the Second Party.
 - e. To participate in the theory and practical trainings conducted by the department/section as well as the general trainings conducted by the Second Party.
 - f. To obtain the "Certificate of Training" at the completion of the practical training period if all requirements set by the Second Party have been met.
2. During the practical training program, students of the First Party are entitled to the national public holiday. Should students are scheduled to work on a public holiday; the holiday shall be replaced on another day.
3. Students of the First Party shall have the following obligations:
 - a. To pay for their own expenses including hospitalization, life and personal accident insurance.
 - b. To participate to the whole programs from the beginning until the end.
 - c. To comply with the rules and regulations as stipulated by the Second Party.
 - d. To submit a copy of the Supervised Field Training report to Second Party for review and approval before submitting it to First Party.
 - e. To notify the Second Party when students are unable to come on the scheduled working day at the latest two hours before the commencement of the shift.

Article 8

DISPUTE RESOLUTION

If any differences or disagreement occur in the implementation of this agreement, both parties agree to settle such differences and disagreement amicably. If both parties cannot reach a consensus, both parties agree to resolve their differences according to the applicable law of Indonesia.

Article 9
FORCE MAJEURE

Both parties shall not be held responsible for results arising of "Force Majeure" and circumstances beyond the control of both parties. This includes but is not limited to war, acts of nature (volcano eruptions, earthquakes, tsunamis, etc.), government regulations, disaster, civil disorders, and other emergency situations.

Article 10
CLOSING

This Memorandum of Agreement shall regulate the relationship between the First Party and the Second Party during the practical training process. Any other matters which are not mentioned in this Memorandum of Agreement shall be arranged later on the mutual benefit of both parties.

Signed in Malaysia

On January 13th 2023

M. Nur A. Nasution, S.Sos., M.Pd., CHA
Director of Batam Tourism Polytechnic
The First Party

Esther Gunn
Director of Human Resources
Hean Yi Holding Sdn Bhd. Trading
As Holiday Inn Melaka.
The Second Party

Lampiran Holiday Inn Melaka, Malaysia

No	Periode	Jumlah	NIM	Nama mahasiswa
1	Januari - Juli 2023	1	2019030025	Yhoel Veryond Sianturi