

105010/ADK/2020/70

MEMORANDUM OF AGREEMENT
MEMORANDUM OF AGREEMENT
BETWEEN
THE INTERCONTINENTAL HOTEL HONG KONG
AND
BATAM TOURISM POLYTECHNIC
ON
INTERNSHIP PROGRAM

On this day, at Batam Tourism Polytechnic Jalan Gajah Mada, The Vitka City Complex, Tiban, Batam KEPRI, both parties below agree to establish a mutual relationship on Internship and Career Development Program:

I. THE INTERCONTINENTAL HOTEL HONG KONG

*No. 18, Salisbury Rd, Tsim Sha Tsui, Hong Kong is represented by **Crystal Wong**, as Assistant Director of Human Resources, hereinafter referred to as the **First Party**, who acts for and on behalf of the company*

II. BATAM TOURISM POLYTECHNIC (BTP)

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

*This Memorandum of Agreement on the agreement for practical training and graduate development program attachment shall take effect from **October 31st, 2019** for a duration of 2 (two) years until **October 31st, 2021**, 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 First Party will provide the practical placement for Students of the Second Party periodically depending on the hotel business and the availability of the position.*
2. *Second Party shall internally select internship candidates and the result of selection shall be forwarded to the First Party.*

Article 2**ACCEPTANCE OF STUDENTS AND ALUMNAE**

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

Article 3**PRACTICAL AND GRADUATE TRAINING LOCATION(S)**

The internship assignment and graduate alumnae vacancy will be determined by First Party in Room Division Department (Housekeeping & Front Office), Food and Beverage Service Department and Food Production 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 or depends on hotel availability vacancy for alumnae*
2. *The practical training attachment at the premises will be for 16 – 24 weeks. Each subsequent period of attachment shall commence on the day immediately at week 16th of attachment of the preceding batch of student.*

Article 5**RIGHTS AND OBLIGATIONS OF THE FIRST PARTY FOR TRAINEES AND GRADUATE ALUMNAE PROGRAM**

1. *The First Party is entitled of the following rights:*
 - a) *To terminate any student of the Second Party's` who violate any part of this agreement, hotel rules or employment regulation that applicable in First 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 First Party.*
 - b) *To acquire results in a supervised field training report produced by students during the practical training period.*
2. *The First 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 First Party shall have the following obligations:*
 - a) *To provide the entitlements of students of the Second Party as stipulated in article 7 clause 1 - 3.*
 - b) *To provide guidance and training to the students of the Second Party.*

- c) To provide a certificate of completion to students of the Second Party who have completed the practical training period based on the agreed rules and regulations.
- d) To inform the vacancy recruitments to the second party along with the position opened.

Article 6

RIGHTS AND OBLIGATIONS OF THE SECOND PARTY

1. The Second Party is entitled to issue a notification letter to the First 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 First Party at latest 2 week before the occasion.
2. The Second Party is entitled to monitor the development progress of their students who are undergoing an internship at First Party premises by visiting the internship venue for more than 1 (one) time. The Second Party shall notify the First Party regarding the visit for the purpose of deciding the date and time of visit. The notification of the Second Party shall be received by the First Party at latest 2 weeks before the visit.
3. The Second Party is responsible for sending a minimum of two (2) instructors to monitor its students who are undergoing the internship program at First Party premises at least once in 1 (one) period of internship.
4. The Second Party shall provide full supports to the First Party with regard to the students' internship program, including supporting the implementation of the First Party's Internship Regulations.
5. The Second Party shall ensure that all belongings of the First 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 First Party is entitled to ask the student to recover any damages or loss of hotel belongings that lent by the First Party to the student during the internship period once it is proven that the damaged or loss is caused by Second Party's student.

Article 7

RIGHTS AND OBLIGATIONS OF TRAINEES

1. Whilst undergoing the job-training program, students of the Second Party shall be entitled to the following:
 - a. Each practical training day will be for a period of nine (9) hours
 - b. Practical training will be scheduled to be five (5) days with two (2) days break in a week
 - c. Duty meal for working day
 - d. To use the practical training equipment such as uniforms and working equipment provided by students of the Second Party. Uniform and locker will be provided by the First Party.
 - e. Free laundry service for the students' uniforms
 - f. To participate in the theory and practical trainings conducted by the department/section as well as the general trainings conducted by the First Party
 - g. To obtain the "Certificate of Training" at the completion of the practical training period if all requirements set by the First Party have been met
2. During the practical training program, each student of the Second Party is entitled to receive a monthly allowance and amounted according to the hotel policy. And payable at the end of the calendar month
3. During the practical training program, students of the Second Party are entitled to the national statutory holiday. Should students are scheduled to work on a statutory holiday; the holiday shall be replaced on another day.

4. *Students of the Second Party shall have the following obligations:*

- a. *To participate to the whole programs from the beginning until the end.*
- b. *To comply with the rules and regulations as stipulated by the First Party.*
- c. *To submit a copy of the Supervised Field Training report to First Party for review and approval before submitting it to Second Party.*
- d. *To notify the First 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

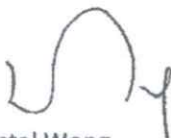
If any differences or misunderstandings occur in the implementation of this agreement, both parties agree to settle such differences and misunderstanding amicably.

Article 9
CLOSING

This Memorandum of Understanding 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 Understanding shall be arranged later on the mutual benefit of both parties.

Signed in

On October, 31st 2019


Crystal Wong
InterContinental Hong Kong
The First Party




M Nur A Nasution, S.Sos., M.Pd., CHA
Batam Tourism Polytechnic
The Second Party

Lampiran InterContinental Hong Kong

No	Periode	Jumlah	NIM	Nama mahasiswa
1	Juli - Desember 2019	1	2018030021	Josua Tay
2	Januari - Juli 2020	1	2018030106	Jalianto Chandra