

MEMORANDUM OF UNDERSTANDING

BETWEEN

BATAM TOURISM POLYTECHNIC
Jl. Gajah Mada, The Vitka City Complex, Tiban, Batam,
Kepri, Indonesia

(Hereinafter referred to as the first part)

AND

INTEGRATED NAUTICAL RESORT SDN.BHD
As Owner of The St. Regis Langkawi
Jalan Pantai Beringin, 07000 Langkawi,
Kedah Darul Aman, Malaysia

(Hereinafter called "the Company") of the second part.

A Memorandum of Understanding (hereinafter referred to as "**MOU**") made this **1st March 2019** and valid until **1st March 2020**. This MOU would be officially for Malaysian and Indonesian government purposes only.

GENERAL CONSIDERATIONS

Batam Tourism Polytechnic and Integrated Nautical Resort Sdn Bhd as owner of The St. Regis Langkawi shall hereinafter be referred to collectively as the "**Parties**" and shall each be referred to as a "**Party**"

Taking into consideration the close relationship between the two Parties and those they agree to the need for:

The establishment of a framework to facilitate mutually beneficial cooperation between the Parties in promoting, participating and delivering capacity building programs for Batam Tourism Polytechnic.

The Parties have reached the following understanding:

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ARTICLE I OBJECTIVES

1. This MOU provides a framework for cooperation between the Parties for mutually beneficial cooperation in providing internship programs for students Batam Tourism Polytechnic in The St. Regis Langkawi, Malaysia.
2. In order to achieve the objective stated in Clause 1, of this Article, the Parties shall work in a spirit of reciprocity within the framework of their domestic laws, regulations, policies, and constituent documents.

ARTICLE II SCOPE AND AREAS OF COOPERATION

Subject to the provisions of this MOU and Clause 2 of Article I, the Parties hereby agree to cooperate on a best endeavor basis in promoting and undertaking the following activities:

1. Support and facilitate Batam Tourism Polytechnic students to do practical training placement as intern at The St. Regis Langkawi, Malaysia.
2. Student will get following facilities:
 - i. Internship of Ringgit Malaysia Five Hundred (**RM500.00**) per month only per participant excluding overtime. (8hrs/day, 6 days/week schedule including break)
 - ii. Overtime paid extra (the overtime rate shall be determined solely by the Company or hours replacement shall be applicable instead of overtime as per The Resort current practice with the local Malaysian students and staffs)
 - iii. Accommodation & Transportation (To and from work if the accommodation is not within the premises of THE RESORT)
 - iv. Meal 3 time per day inclusive of off day.
 - v. Airport pickup at Langkawi International Airport and sent off from arrival point to the property of placement.
 - vi. Medical consultation with Company's doctor/panel limited to Ringgit Malaysia Five Hundred (RM500.00) for 6 months.
 - vii. Hospitalization at Government Hospital only.
 - viii. Medical Leave (MC) from Panel/Hospital is allowed once a month.
 - ix. Laundry service for the uniform.

3. Student will be placed 6 Months in Assigned Department Kitchen Department (as state in Offer letter). This placement is subject to operations requirement and schedule and THE RESORT has the right to transfer student to any other operational dept. based on operation requirement under hospitality industry requirement.

4. Indemnity

- i. In the event that any damages arise to THE RESORT Goods or Guests Belongings and are proven to be the negligence of the Students "The College under MOU shall be responsible to compensate for the said Damages to "THE RESORT"
- ii. In the event the students have stolen or involved in such cases either to THE RESORT or the Guests belongings, and are proven to be guilty, "The College under the MOU" shall be responsible and will compensate "THE RESORT" for the actual value of items stolen.
- iii. The College shall indemnify the "THE RESORT" in the event of Death, major illness, disabilities and any other untoward incidents that may happen to its student due to past history of illness or during placement.

5. College Visit

BATAM TOURISM POLYTECHNIC will send the Instructor to THE RESORT to monitor the progress of their students and The St. Regis Langkawi, Malaysia shall provide and arrange complimentary **One (1) Night stay with full board (Dining at L'Orangerie Outlet Only)** for 2 persons (Twin Share) only for the Instructor of the BATAM TOURISM POLYTECHNIC for students on placement evaluation for the avoidance of doubt, the visit of the Instructors shall be limited to one (1) visit only for every batch of the students.

The visit should be for the purpose of visiting Student and for all request are to be made one month prior arrival date and not on a peak period or Public Holiday in Malaysia. All requests are to be made via letter head of the college The St Regis Langkawi, Malaysia. Standard check in time would be 1500 hours and check out is 1200pm.

ARTICLE III METHODS OF COOPERATION

1. The Parties shall take necessary measures to ensure the successful implementation of this MOU. For this purpose, subject to the rules and regulations of each Party, the parties hereby agree to allocate the necessary resources to the areas of cooperation specified under Article II of this MOU.
2. The Parties shall consult with each other to determine implementation procedures to ensure efficient execution of the areas of cooperation under Article II of this MOU.

3. The Parties shall keep each other informed of any progress or development with regard to the areas of cooperation under Article II of this MOU.
4. All communications, including requests for information, responses to requests for information, and exchanges of information between the Parties, shall be undertaken in writing in the English language and may be transmitted by mail, facsimile, email or any other method mutually agreed upon by the Parties.

ARTICLE IV RESERVATIONS

Each party reserves the right:

1. To determine whether to exchange any particular information; and
2. To suspend this MOU upon the provision of written notice given by one Party to the other Party. If the MOU is inactive for a continuous period of more than six (3) months without communications between the Parties, the MOU shall be considered terminated and shall cease to be in force.
3. This MOU is effective for One (1) year of placement from the date signed only.

ARTICLE V DISPUTE SETTLEMENT

In the event of any dispute between the Parties arising from the interpretation of this MOU, it shall be settled amicably through mutual consultation or negotiation between the Parties without reference to any third Party or international tribunal.

ARTICLE VI AMENDMENT, MODIFICATION OR TERMINATION

This MOU may be modified or amended by mutual consent in writing by the Parties. Such modification or amendment shall come into force on such a date as may be mutually agreed upon by the Parties and shall form part of this MOU.

This MOU shall remain in force unless otherwise terminated by either Party at any time by giving thirty (30) days prior written notice to the other Party.

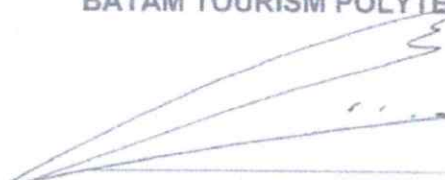
Termination of this MOU shall not affect any commitment or arrangement made under this MOU prior to the termination.

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IN WITNESS HEREOF, the Parties hereby execute this MOU in two original copies in the English language. The MOU shall become effective on the date it is signed.

Signed for and on behalf of:

BATAM TOURISM POLYTECHNIC



MUHAMMAD NUR AFRILIANDI NASUTION

Director of Batam Tourism Polytechnic

Date: March 13th, 2019

Stamp:



Signed for and on behalf of:

**INTERGATED NAUTICAL RESORT SDN BHD
(T/A THE ST. REGIS LANGKAWI)**



SHARIFAH AZLINDA BINTI SYED MD ZAKI

Human Resources Executive

Date: March 13th. 2019

Lampiran St. Regis Langkawi, Malaysia

No	Periode	Jumlah	NIM	Nama mahasiswa	
1	Januari - Juli 2019	4	2017030042	FURQAN AL HAFIF	✓
2			2017030043	DIMAS MIDYATO	✓
3			2017030050	IBNU PRATAMA NUGRAHA	✓
4			2017030052	SARAH LUTHFIA	✓
5	Juli - Desember 2019	5	2018030009	William Alexsandro	✓
6			2018030014	JESSYANA CHUANG	✓
7			2018030017	YOELYANA ANISA	✓
8			2018030022	WINNIE	✓
9			2018030029	ENZELIN CHRISTIN LIM	✓