

IHG ACADEMY MEMORANDUM OF UNDERSTANDING

This IHG Academy Memorandum of Understanding ("MOU") is made by and between IHG and the Organization, as defined respectively in Addendum A hereto, effective as of the date set forth in Addendum A hereto.

WHEREAS, IHG has created a program known as the "IHG Academy", which is developed and operated in collaboration with educational and/or community institutions around the world, the purpose of which is to provide individuals with skills development and opportunities to gain work experience at hotels owned or operated by IHG or its affiliates; and

WHEREAS, the purpose of this MOU is to formalize the collaboration between IHG and the Organization in the development and delivery of the program;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth herein, and other good and valuable consideration, the parties agree as follows:

1. PURPOSE AND OBJECTIVES

The Parties agree that the purpose of the collaboration is to establish the Program with the following objectives:

- 1.1 To introduce and familiarize individuals participating in the Program ("participants") with the hospitality industry.
- 1.2 To create a potential placement pipeline for potential recruits for IHG or its franchised hotels.
- 1.3 To enhance community relationships and generate positive publicity for the Hotel, Organization, and IHG.

2. PRINCIPLES OF COLLABORATION

The Parties agree to adopt the following principles in relation to the Program:

- 2.1 The collaboration shall remain flexible so that while the Parties shall act jointly to promote and/or offer the Program, each Party retains the right to act independently of the other.
- 2.2 Each Party shall establish and adhere to the terms and conditions set forth in this MOU to ensure that the Program is delivered as required.
- 2.3 The collaboration will be characterized by open communication between the parties. The parties agree to share information, experience, materials and skills to learn from each other and develop effective working practices.
- 2.4 Nothing in this MOU shall operate to prevent each Party, either alone or with others, from offering other educational programs and services.
- 2.5 The Parties will operate in good faith to support the achievement of the objectives of the Program.
- 2.6 The Parties will cooperate in good faith to ensure the Program does not violate either party's internal procedures and regulations or any applicable laws.



Fr. Dr. Paulachan K.J.
Fr. Dr. PAULACHAN K.J.
Principal

3. ROLES AND RESPONSIBILITIES

The roles and responsibilities of the Organization and IHG are defined in Addendum A hereto.

4. EMPLOYMENT STATUS

The Parties acknowledge and agree that a Participant's participation in the Program, including any internship, traineeship or work experience or work shadow placement with IHG or at a hotel branded or managed by IHG, does not create an employer/employee relationship between the Participant and IHG or any of its affiliates or subsidiaries. Participants in the Program shall not be entitled to participate in any IHG employee benefit plans, including but not limited to, pension, Section 401 (k) profit sharing, retirement, deferred compensation, welfare, insurance (unless required by local applicable law), disability, bonus, vacation pay, sick pay, Paid Time Off (PTO), stock purchase, severance pay and other similar plans, programs and agreements, whether reduces to writing or not.

5. TERM & TERMINATION OF AGREEMENT

- 5.1 This MOU shall commence on the effective date set forth in Addendum A and shall terminate upon mutual agreement of both Parties.
- 5.2 Notwithstanding paragraph 5.1, either Party may terminate this MOU and the Program for any reason and without penalty, upon thirty (30) days' written notice to the other Party.
- 5.3 Notwithstanding any other provisions of this MOU, IHG may terminate this MOU and the Program if the Organization does, or omits to do, anything, which in the sole opinion of IHG, brings the name or reputation of IHG, its brands or hotels into disrepute or prejudices the interests of business of the IHG or if the organization does not operate in the spirit of the IHG Academy and according to the roles set out in Addendum A.

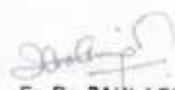
6. CONFIDENTIALITY

- 6.1 All information disclosed to the Organization, other than that which is in the public domain, will be held confidentially and used only for the purposes expressed in this MOU. Such information shall not be revealed to third parties without the prior written consent of IHG.
- 6.2 Except as otherwise agreed to in writing, any correspondence, transaction and/or any dealing with regards to the subject matter of this MOU shall be made and kept strictly confidential between the Parties.

7. STATUS

Nothing in this MOU is intended to, or shall be deemed to make, or constitute, either Party as partner, agent or joint venture of the other, or entitle or authorize either Party to pledge the credit of the other and neither will have the power to obligate the other or enter into any commitments for or on behalf of the other.




Fr. Dr. PAULACHAN K. J.
Principal

8. NOTICE

Any notice required by this MOU shall be deemed to have been properly given when sent by post or e-mail to the following:

To IHG (select the address for the corresponding region in which the Program is located):

InterContinental Dubai Marina
King Salman Bin Abdul Aziz Al Saud St.
Dubai Marina
PO Box 393080

To Organization: As set forth in Addendum A

Each party agrees to provide a written notice to the other party of any change of address.

9. MISCELLANEOUS

- 9.1 This contract shall be governed by and construed according to the laws of the locality in which the IHG office listed in Section 9 above is located.
- 9.2 This MOU contains the entire agreement between the parties, and there are no other representations, inducements, promises, agreements, arrangements, or undertakings, oral or written between the parties other than those set forth herein. Any modifications of this MOU shall not be binding upon either party hereto unless and until the same have been made in writing and executed by all the parties hereto.
- 9.3 This MOU shall bind and inure to the benefit of the parties and their successors and assigns.
- 9.4 In the event a court of competent jurisdiction declares any provision of this MOU to be unenforceable, all remaining provisions of the MOU shall remain in full force and effect.
- 9.5 Execution of this MOU shall be deemed as binding through a manually signed document.
- 9.6 This MOU may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, which together shall constitute the MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed.

Naipunya Institute of Management and
Information Technology (NIMIT)

Signature: 

Name: **Fr. Dr. PAULACHAN K.J.**
Principal



30.8.2019

InterContinental Hotel & Hotel
Apartments Dubai Marina LLC

Signature: 

Manohar Ravi
Director of Human Resources

Date: 1-9-2019

ADDENDUM A

The Program set forth in the Addendum A shall be created by IHG and the Organization subject to the terms and conditions of the MOU by and between IHG and Organization.

1. Entities

- a. "IHG" shall mean: InterContinental Hotels, InterContinental Hotel and Hotel Apartments Dubai Marina LLC.
- b. "Organization" shall mean Naipunnya Institute of Management and Information Technology (NIMIT), an educational institution organized under the laws of the Republic of India.

2. Effective Date

The effective date of MOU shall be September 1st, 2019.

3. Roles & Responsibilities of IHG

The roles and responsibilities of IHG with regards to the Program as follows:

- a. Provide members of the local community the opportunity to develop skills and improve their employment prospects in connection with one of the world's most global hotel companies.
- b. Provide an internship, traineeship or work experience or job-shadowing placement, giving participants skills and real experience of working in a hotel or corporate office.
- c. Provide performance feedback and a recruitment discussion, giving participants an opportunity to experience the job interview process, and improving their chances of finding a job at the hotel.
- d. Enter up to date information on the number of participants into the IHG Academy.com website so that IHG can track the number of Participants for internal and external reporting purposes.

4. Responsibilities of the Organization

The roles and responsibilities of the Organization with regards to the Program as follows:

- a. Identify participants for the IHG Academy program.
- b. Provide to IHG a summary of the Organization's selection and screening process for participants in the Program.
- c. Identify positive opportunities to speak externally about the IHG Academy program and provide case studies where possible.
- d. Upon request by IHG, complete a self-assessment survey of the Program and provide such reasonable supportive documentation as IHG may request.

5. Costs

IHG and the Organization agree that each Party shall bear its own costs relating to the Program and the delivery of the responsibilities identified in this Addendum A.



Paulachan K.J.
Fr. Dr. PAULACHAN K.J.
Principal

6. Notice to Organization

Notice to the Organization shall be sent to the contact information below and notwithstanding Section 8 of the MOU electronic mail to the Organization shall be deemed effective delivery:

Naipunnya Institute of Management and
Information Technology (NIMIT)
Pongam, Koratty, Thrissur
Kerala, 680308 INDIA

EMAIL: placements@naipunnya.ac.in
ATTENTION: DIRECTOR NAME

Naipunnya Institute of Management and
Information Technology (NIMIT)

Signature: _____

Fr. Dr. PAULACHAN K.J.
Principal



30.8.2019

InterContinental Hotel & Hotel
Apartments Dubai Marina LLC

Signature: _____

Manohar Roach
Director of Human Resources

Date: 1-9-2019

PARTNERSHIP AGREEMENT
Memorandum of Understanding

InterContinental Hotel & Hotel Apartments Dubai Marina LLC and Naipunnya Institute of Management and Information Technology (NIMIT) share a common understanding, commitment and vision to enrich and engage with the local, regional and the global community at large. Both appreciate the need for partnership and collaboration in order to understand and absorb the international dimensions in an industry setting as well as trends in the higher education sector, especially in the domain of Hospitality and related areas.

For this purpose, the two intend to work continuously in partnership in the following areas:

1. Explore work placement opportunities for students from Naipunnya Institute of Management and Information Technology (NIMIT) in the broad field of hospitality and related areas.
2. Support students from Naipunnya Institute of Management and Information Technology (NIMIT) through real time training in InterContinental Hotel & Hotel Apartments Dubai Marina LLC.
3. Provide career options to students from Naipunnya Institute of Management and Information Technology (NIMIT), who meet the aspirations of the hospitality sector.
4. Collaborate in all areas that enhance student experience and increase their readiness from an industry perspective.
5. Share resources at InterContinental Hotel & Hotel Apartments Dubai Marina LLC for practical training and support to students from Naipunnya Institute of Management and Information Technology (NIMIT), as may be required.

This Partnership Agreement establishes the commitment of both Naipunnya Institute of Management and Information Technology (NIMIT) and the InterContinental Hotel and Hotel Apartments to develop a long & fruitful relationship between the industry and the school. It is therefore understood and agreed that neither institution wishes to be legally bound by the Partnership Agreement but may enter into formal arrangements in the future.

The Partnership Agreement implies no financial obligation on either institution.

Antje Sahling
General Manager
InterContinental Hotel & Hotel
Apartments Dubai Marina LLC

Manohar Roach
Director of Human Resources
InterContinental Hotel & Hotel
Apartments Dubai Marina LLC



Name Fr. Dr. PAULACHAN K.J.
Title Principal
Naipunnya Institute of Management and
Information Technology (NIMIT)

Name Wilson P.P
Title Placement manager
Naipunnya Institute of Management and
Information Technology (NIMIT)