

**Holiday Inn Cochin**

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**IHG ACADEMY MEMORANDUM OF UNDERSTANDING**

This IHG Academy Memorandum of Understanding (“MOU”) is made by and between IHG and 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 experiences at IHG’s corporate offices or in hotels owned or operated by IHG or its affiliates; and

WHEREAS, IHG and Organization desire to work together in the development and delivery of an IHG Academy (the “Program”); and

WHEREAS, the purpose of this MOU is to formalise 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 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 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.

**3. ROLES AND RESPONSIBILITIES**

The roles and responsibilities of 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 an 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 reduced 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 the 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 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 the 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. INTELLECTUAL PROPERTY**

- 6.1 For the purposes of this MOU, **Trademarks** means the trademarks "IHG" and "IHG Academy" (in whatever form) and **Intellectual Property** means any and all rights available to IHG under patent, copyright, software, trademark, service mark, trade name, domain name, industrial design, or trade secret law or any other statutory provision or legal principal with respect to intellectual property rights, including rights in or to designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, database, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials, and all recordings, graphs, drawings, reports, analyses, other writings, and any other embodiment of the above, in any form whether or not specifically listed herein and whether registered or unregistered, which may subsist in any part of the world, for full term of such rights including any extension to the term of such rights.

- 6.2 During the term of this MOU, IHG hereby grants a non-exclusive license to Organization to use the Trademarks for non-commercial purposes only and solely in connection with providing the IHG Academy but not otherwise (the "License"). Organization shall not authorize any other party to use any of the Trademarks and may not grant any licenses or sub-licenses for any of the Trademarks. The License is non-assignable and non-transferable by Organization.
- 6.3 Notwithstanding any other provision of this MOU, nothing in this MOU shall be construed or interpreted to permit organization to use or otherwise be granted a license to use any of the Intellectual Property except for the Trademarks and except solely in relation to the operation and marketing of the Program.
- 6.4 Without limiting paragraph 6.2 above, Organization acknowledges that the grant of the License is non-exclusive and that IHG may use the Trademarks and the Intellectual Property or license others to use Trademarks and the Intellectual Property in any manner that the IHG deems necessary or appropriate including, without limitation, in connection with the ownership, operation, management or marketing of IHG hotels and other IHG Academy programs.
- 6.5 Organization shall only use the Trademarks in connection with the operation and advertising of the Program. The Program shall be described as a public/private collaboration with IHG to provide hospitality skills development and potential recruitment opportunities and shall not be described as being associated with any other system of hotels.
- 6.6 The Trademarks shall be used in connection with the IHG Academy only during the Term of this MOU, or otherwise only in the manner approved by IHG and in such manner as shall preserve and protect IHG's ownership of or interest in, as relevant, the Trademarks and the Intellectual Property and the value and distinctiveness of the Trademarks and the Intellectual Property.
- 6.7 Organization shall not adopt, use, register or seek to register the Trademarks or any Intellectual Property or any trademark, service mark, trade name or proprietary or type designations which, in IHG's sole opinion, are similar to or likely to cause confusion with any of the Trademarks or the Intellectual Property in any jurisdiction. All goodwill associated with use of the Trademarks by Organization pursuant to this MOU shall inure to the benefit of IHG or its nominee.
- 6.8 Without limitation to any of the preceding paragraphs, each Party shall retain exclusive rights to any copyright materials contributed by it to the Program pursuant to this MOU.

## **7. CONFIDENTIALITY**

- 7.1 All information disclosed to Organisation, 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.
- 7.2 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.

**8. STATUS**

Nothing in this MOU is intended to, or shall be deemed to make, or constitute, either Party as partner, agent or joint venturer of the other, or entitle or authorise 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.

**9. NOTICE**

Any notice required by this MOU shall be deemed to have been properly given when sent by registered or certified mail postage prepaid return receipt requested, or by a nationally recognized courier or overnight delivery service, designed to obtain a receipt, to the following:

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

North America, Central America, Caribbean, South America	Six Continents Hotels, Inc. c/o IHG 3 Ravinia Drive, Suite 100 Atlanta, GA 30346 Attention: IHG Academy c/o Corporate Responsibility Team
Europe	IHG Hotels Limited Broadwater Park, Denham, Buckinghamshire UB9 5HR, United Kingdom Attention: IHG Academy c/o Corporate Responsibility Team
Middle East	Holiday Inns (Middle East) Ltd. c/o Suite 2201 Festival Tower Dubai Festival City Al Rebbat Street PO Box 58191 Dubai, UAE
People's Republic of China	InterContinental Hotels Group (Shanghai) Ltd. 22 <sup>nd</sup> Floor, Citigroup Tower, No. 33 Huayuanshiqiao Road, Pudong New Area 200120 Shanghai, PR China, PRC Attention: IHG Academy c/o Corporate Responsibility Team
Asia (excluding People's Republic of China)	InterContinental Hotels Group (Asia Pacific) Pte Ltd. 230 Victoria Street, #13-00 Bugis Junction Towers- Singapore 188024 Attention: IHG Academy c/o Corporate Responsibility Team

To Organization: As set forth in Addendum A

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

**10. MISCELLANEOUS**

- 10.1 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.
- 10.2 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 of the parties hereto.
- 10.3 This MOU shall bind and inure to the benefit of the parties and their successors and assigns.
- 10.4 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.
- 10.5 Execution of this MOU by means of facsimile signatures shall be deemed as binding as though same were manually signed.
- 10.6 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.

**Naipunnya College:**

By: 

Name: Fr. (Dr.) Paul Kaithottungal  
Principal

Title: Naipunnya Institute of Management  
& Information Technology  
Pongam, Koratty (E), Thrissur - 680 308

Date: 1.4.2019

**IHG:**

By: 

Name: Suganthi Vipin

Title: Human Resources Manager

Date: 1<sup>st</sup> April 2019

