

MEMORANDUM OF UNDERSTANDING
PROCUREMENT OF STUDENT
FOR INDUSTRIAL TRAINING

BETWEEN

PERDANA KUALA LUMPUR CITY CENTRE SDN.
BHD.

(REGISTRATION NO. 201801002141 (1264154-T))

AND

POLITEKNIK PARIWISATA PRIMA INTERNASIONAL
CIREBON

(REGISTRATION NO. 945-KPT/1/2018)

On December 26, 2024

MEMORANDUM OF UNDERSTANDING (“MOU”)

This Memorandum of Understanding is entered on December 26, 2024 by and between

PERDANA KUALA LUMPUR CITY CENTRE SDN. BHD., (Registration No. 201801002141 (1264154-T), a company incorporated under the laws of Malaysia with its registered office at 10, jalan Binjai, 50450 Kuala Lumpur, Malaysia (hereinafter referred as the “HOTEL”) of the one part;

AND

POLITEKNIK PARIWISATA PRIMA INTERNASIONAL CIREBON (Registration No. 945/KPT/1/2018), a college registered under the laws of Indonesia with its registered office at Jl Perjuangan No. 18, Sunyaragi Kecamatan Kesambi, Kota Cirebon Jawa Barat, Indonesia (hereinafter referred to as the “COLLEGE”) of the other part,

(HOTEL and COLLEGE may individually be referred to as a “Party” or collectively as the “Parties”).

BACKGROUND

This collaboration between the HOTEL and the COLLEGE is to enhance the practical skills of the COLLEGE’s trainees (“Trainees”) and reinforce the HOTEL’s manpower requisition (“Collaboration”).

PURPOSE

This MOU establishes a Collaboration between the HOTEL and the COLLEGE. Through this MOU, both parties aim to provide internship opportunities to the Trainees at the HOTEL. This MOU outlines the roles and responsibilities of each Party throughout the Term (as defined herein).

WHEREBY THE PARTIES HEREBY MUTUALLY AGREE as follows:

1. This MOU shall be valid from the date of this MOU ("December 26, 2024") for a period of one (1) year unless earlier terminated in accordance herewith ("Term"). The Parties may agree on further extension of the Term of this MOU by prior mutual written agreement.
2. The Internship Period is subject to government approval of the respective countries including and not limited to student visa requirements.
3. Pursuant to this MOU, each batch of Trainees will participate in a six (6)-month internship ("Internship Period") program at the HOTEL ("Internship Location").
4. The HOTEL's responsibilities under this MOU shall be as stated in Appendix 1 hereto.
5. The COLLEGE's responsibilities under this MOU shall be as stated in Appendix 2 hereto.
6. All of the responsibilities in Appendices 1 and 2 hereto shall only during the Term, be binding on the respective parties upon the signing of the MOU.
7. **Confidentiality**
 - 7.1. All information exchanged between the Parties, whether in writing or orally, relating to or arising from this MOU or in connection with the Collaboration including but not limited to the content of this MOU and any negotiations or other advice exchanged between the Parties, whether before or after the date of this MOU, including Parties' intellectual property rights is subject to the strictest obligations of confidentiality and shall be used only for the purpose of the Collaboration ("Confidential Information"). Notwithstanding the aforementioned, either Party may disclose the terms of this MOU to its related companies, solicitors, consultants, auditors, insurers and/or accountants, as the case may be, strictly on a need-to-know basis and only to the extent necessary for the Collaboration.

7.2. The receiving Party shall not disclose or permit to be disclosed such Confidential Information to any third party except:

- (a) with the written consent of a duly authorised officer of the disclosing Party;
- (b) if required to be disclosed by law or any government or regulatory authority and if the use or disclosure cannot be avoided, the receiving Party shall take all reasonable measures required by the disclosing Party on the best means of making disclosure on terms which will preserve the confidentiality of the Confidential Information;
- (c) in connection with legal proceedings by order of a court or body of competent jurisdiction;
- (d) if the Confidential Information is or becomes generally and publicly available but not as a result of breach by the receiving Party of its obligations under this MOU; or
- (e) if the Confidential Information was known to the receiving Party at the time of disclosure,

and in the event that either Party is required to disclose the information under paragraphs (b) and/or (c), such Party must notify the other Party in writing within two (2) business days unless prohibited by any applicable legal or regulatory requirements but the recipient thereof shall be subject to duties of confidentiality.

8. Financial Arrangements

8.1. This MOU will not give rise to any financial obligation whatsoever by one Party to the other.

- 8.2. The Parties hereby agree to bear their respective cost and/or expenses in connection to the Collaboration under this MOU unless mutually agreed upon otherwise by both Parties in writing.
- 8.3. Neither Party shall commit to any costs or legal arrangements in connection with the Collaboration without the prior written consent of the other.

9. Personal Data Protection

9.1. Both Parties hereby agree and undertake:

- (a) that any personal data collected by the other Party including but not limited to the personal data of either Party's employees and/or clients and/or customers must not be used for any other purposes other than for performance of the Collaboration;
- (b) not to transfer any personal data to any third party unless with the written consent of the owner of the personal data;
- (c) to take responsible measures to ensure that the personal data will be kept confidential including not to sub-license, distribute, disclose, transfer or declare a trust of its rights in any of the personal data, in whole or in part, to any third party, without the express written consent of either Party and any attempt to assign, transfer, sub-license or declare a trust of its rights without such consents shall render such assignment, transfer or sub-license or declaration void and shall be construed as a breach of this MOU; and
- (d) to comply with all rules, guidelines or regulations imposed by both Parties relating to personal data and also all applicable data protection laws in Malaysia.

- 9.2. This Article 9 shall survive and shall be enforceable beyond the termination or expiration of this MOU.

10. Settlement of Disputes

- 10.1. This MOU and all disputes and differences arising hereunder shall be governed by and interpreted in accordance with the laws of Malaysia.
- 10.2. If any dispute or difference or claim arises concerning the interpretation and/or implementation and/or application of any of the provision of this this MOU, it shall, so far as is possible, be settled amicably through mutual consultation and/or negotiations between the Parties. If such dispute and/or difference is not resolved within thirty (30) calendar days of first notification by one Party to the other of reasonable particulars of the dispute or difference, the dispute or difference or claim may be submitted to the exclusive jurisdiction of the Courts of Malaysia.
- 10.3. Any term, condition or provision of this MOU, which is held to be illegal, void, prohibited, or unenforceable shall be ineffective to the extent of such illegality, being void, prohibition or unenforceability without invalidating the remaining terms, conditions or provisions thereof.

11. Effect of MOU

- 11.1. This MOU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied, save and except in relation to Articles 6, 7, 8, 9, 10, 12, 13.2 and 13.3 hereof.

12. Notices

- 12.1. Any notice or other document to be given by either Party under this MOU shall be deemed to be properly given with the other Party's full knowledge of its contents if sent by personal or hand delivery, registered post or electronic mail ("email") to the relevant telecommunications numbers and addresses or such numbers or addresses of the Parties as provided in this MOU to the other Party at the address written below:

To HOTEL

Address : Perdana Kuala Lumpur City Centre,
10, Jalan Binjai,
50450 Kuala Lumpur.
Attention : Puan Siti Zarinah Mohamad
Designation Human Resource Manager
Tel No. : +603-74903573
Email : zarinah.m@attanahotels.com

To COLLEGE

Address : Politeknik Pariwisata Prima Internasional Cirebon,
JI Perjuangan No. 18, Sunyaragi Kecamatan Kesambi,
Kota Cirebon Jawa Barat Indonesia, 45132.
Attention : Mr. Dr, Chondro Suryono SE M.M
Designation Director
Mr. Dr. Riyanto Wibowo S.ST M.Si
Designation Deputy Director of Academic Affair
Tel No. : +02318493260 / 081395650007
Email : ojt@poltekparprima.ac.id

13. Miscellaneous

- 13.1. The Parties recognize that it is impracticable to make provisions for every contingency which may arise in the course of performance of the provisions hereof and accordingly declare their intention that this MOU shall operate between them with fairness and without detriment to the interest of any Party and that each Party shall use their best endeavors to ensure that full effect is given to the terms of this MOU in the spirit in which it was agreed.
- 13.2. This MOU does not prevent either Party from pursuing similar discussions with other third party in respect of the Collaboration.
- 13.3. Each Party shall bear its own respective costs of or in connection with the preparation and execution of this MOU. The stamp duty payable for this MOU shall be borne by the HOTEL.
- 13.4. The MOU may be executed in any number of counterparts or duplicates each of which shall be on original, but such counterparts or duplicates shall together constitute one (1) and the same shall come into effect on the date first hereinabove mentioned irrespective of the diverse dates upon which the Parties may have executed the MOU.
- 13.5. The Parties acknowledge and agree that this MOU may be executed and delivered by facsimile or by means of any other electronic signature by any of the Parties to any other Party, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature subject to the Electronic Commerce Act 2006 of Malaysia. The receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions of an original signature or signatures delivered by email.
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APPENDIX 1: Roles and responsibility of the HOTEL

1. The HOTEL shall provide accommodation for the Trainees at no additional cost to the COLLEGE at the Internship Location to meet the objective of the training program during the Internship Period.
2. The HOTEL shall provide:
 - a. monthly allowance of Ringgit Malaysia Six Hundred (RM600.00) only to the respective Trainees;
 - b. part-time work, if any, the part time rate shall be based on HOTEL's current applicable rate;
 - c. transportation/shuttle/Touch N Go card to the Internship Location;
 - d. duty meals at the HOTEL's cafeteria to all Trainees at no additional cost to the COLLEGE who are on duty when such meals are served, or duty meal allowance at Ringgit Malaysia Ten (RM10.00) only per working day;
 - e. typhoid injection for respective Trainees involved in food handling at the Internship Location at no additional cost to the HOTEL;
 - f. outpatient medical treatment at the HOTEL's appointed panel clinic. Maximum claim is Ringgit Malaysia Fifty (RM50.00) only per month per Trainee during the Internship Period.
 - g. work uniform;
 - h. laundry service for the work uniform; and
 - i. welcome lunch/dinner upon the Trainees' arrival at the Internship Location's cafe.
3. The HOTEL shall ensure that the Trainees will have the exposure of working in various areas departmental arising needs at the Internship Location.
4. The HOTEL shall provide transportation service to the Trainees to and from the accommodation and the Malaysian airport at the commencement and end of the Internship Period. (KLIA/KLIA2 to HOTEL/place of accommodation and HOTEL/place of accommodation – KLIA/KLIA2).

5. The HOTEL shall bear the cost of Trainees' visa and levy during the Internship Period and visa processing fee incurred by the Immigration of Malaysia, including other fees as may be imposed by the relevant authorities.
6. The HOTEL shall provide the Trainees the necessary orientation program in order for them to be familiar with HOTEL's rules and regulations as well as Malaysia's customs and traditions.
7. The HOTEL shall conduct a monthly meeting with the Trainees to solve their problem and difficulties in relation to the training program, if any.
8. The HOTEL shall provide complimentary two (2) days one (1) night stay accommodation inclusive of breakfast for two (2) persons only at the Internship Location for the COLLEGE's representative during such representative's escorting or monitoring of Trainees and such accommodation shall be subject to the availability of date. The COLLEGE shall give the HOTEL at least two (2) weeks advanced notice to the HOTEL prior to the COLLEGE representative's visit.
9. The HOTEL shall issue a certificate to each Trainee who has successfully completed the six (6) months' Internship Program.
10. The HOTEL shall bear the costs for the PCR or RTK antigen test in Malaysia (upon entry point and during quarantine), if required.
11. The Trainees are entitled to take only one (1) day of sick leave in a month. A medical certificate by the HOTEL's panel medical officer shall be submitted to the HOTEL to support any absence due to illness.

APPENDIX 2: Roles and responsibilities of the COLLEGE

1. The COLLEGE shall provide Trainees suitable both physically and mentally throughout the Internship Period.
2. Throughout the Term, the COLLEGE shall send trainees for internship program to the HOTEL, as and when required.
3. The COLLEGE shall provide all the necessary documentation required by the relevant authorities for professional visit pass applications of Trainees before the departure of the Trainees to Malaysia. This shall include the following:
 - a. COLLEGE profile;
 - b. A copy of academic certificate, identity card, passport and four (4) passport-sized photographs of the Trainees;
 - c. Curriculum vitae;
 - d. Medical checkup report/certificate of each Trainee issued by the medical board of Indonesia;
 - e. Any other documents as required by the relevant authorities from time to time.
4. The COLLEGE shall, at its own cost and expenses, recall the Trainees who have violated the HOTEL's rules and regulations and applicable laws of Malaysia as determined and advised by the HOTEL at its sole discretion. The COLLEGE shall be fully responsible for any damage or harm caused to the HOTEL occasioned by such violation.
5. The COLLEGE shall review the progress and performance of each Trainees with the HOTEL's management on the following:
 - a. Compliance to the HOTEL/rules and regulations;
 - b. Properly dressed in uniform given by the HOTEL during working hours;
 - c. Diligence in carrying out the duties given by the HOTEL's respective head of department or appointed supervisors in the areas covered by the respective Trainees;
 - d. Integrity in refraining from divulging any confidential information of the HOTEL; and

- e. Strict compliance to the work schedule based on the following conditions:
 - i. Eight (8) working hours including meal breaks.
 - ii. One (1) day off per week as determined by the HOTEL.
- 6. The COLLEGE shall ensure that the Trainees abide with all the rules and regulations enforced by the HOTEL.
- 7. The COLLEGE shall ensure that throughout the Internship Period, the Trainees are not involved in any activities contrary or against the interests of the HOTEL and shall discontinue any such activities and/or recall the Trainees as per paragraph 4 of this Appendix 2 upon being directed by the HOTEL.
- 8. The COLLEGE shall ensure that throughout the Internship Period, the Trainees shall not be employed or engaged by any party for performance of services/work without the HOTEL's prior written consent.
- 9. The COLLEGE shall ensure, with review from the supervisors at the Internship Location, that the Trainees are diligent during the Term, completing all the tasks assigned satisfactorily and learn the subject matter being taught.
- 10. The COLLEGE shall ensure the selected Trainees agreed by both Parties only participate in the internship program upon issuance of the professional visit passes by the relevant authorities.
- 11. In the event of hospitalization and/or accident during the Internship Period in Malaysia, the cost will be borne by the COLLEGE. The COLLEGE shall purchase both medical and personal accident insurances, applicable in Malaysia for each Trainee prior to the internship program.

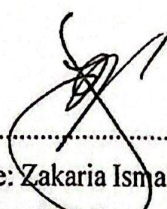
IN WITNESS WHEREOF, the Parties hereto have executed this MOU on and as of the date first written above.

Signed for and on behalf of
**PERDANA KUALA LUMPUR CITY
CENTRE SDN. BHD.**
(Registration No. 201801002141 (1264154-T)
in the presence of:

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Name: Hasni Yusoff
Designation: Director


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Name: Zakaria Ismail
Designation: General Manager

Date : December 26, 2024
Signed for and on behalf of
**POLITEKNIK PARIWISATA PRIMA
INTERNASIONAL CIREBON,**
(Registration No. 945-KPT/1/2018)
in the presence of:

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Signature

Name: Dr, Chondro Suryono SE M.M
Designation: Director


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Signature of Witness
Name: Dr. Riyanto Wibowo S.ST M.Si
Designation: Deputy Director of Academic Affair