

Memorandum of Understanding (MOU)

Work Experience and Potential Career Development Bilateral Program for Students

between

**Faculty of Humanities and Social Sciences,
Suan Sunandha Rajabhat University**

and

**InterContinental Hotels Group – Thailand
(InterContinental Bangkok, Crowne Plaza Bangkok Lumpini Park,
Holiday Inn Bangkok, Holiday Inn Bangkok Sukhumvit,
Holiday Inn Bangkok Silom, Holiday Inn Pattaya, Holiday Inn Chiang Mai)**

This MOU is mutually designed for cooperation between Faculty of Humanities and Social Sciences, Suan Sunandha Rajabhat University henceforth referred to as “**University**” and **InterContinental Hotels Group – Thailand** henceforth referred to as “**Hotel**”

Objective:

University and the Hotel will cooperate to create the IHG Academy and develop a work experience programme specifically targeted at participants selected by University, intended to enable them to acquire job skills of working in the hospitality industry and apply them in real work situations, eventually increasing the employability of the participants.

In order to achieve the above mentioned objective, the two partners, University and the Hotel will co-operate with the following responsibilities:

IHG Thailand will:

- Provide an internship training program for a minimum of 3 months and not exceeding 18 months for undergraduate students of the faculty of Humanities Social Sciences with the minimum quota as follows:
Front Office (2), Housekeeping (3), F&B (4), Kitchen (6), Sales & Marketing (2), Office (HR & Finance) (3) in total 20 pax.

- Develop a structured training programme designed on the proprietary, work process to impart job skills.
- Ensure the programme includes on the job training opportunities in a real time work environment as well as coaching from hotel supervisors and managers.
- Support the participants through a buddy system with an experienced staff to assist integration into workforce.
- Incorporate other job skills like grooming and hygiene as well as basic fire and life safety knowledge in the training programme.
- Assessments conducted in stages for proficiency check.
- Advise University Training roadmap for hospitality industry to enhance job readiness of University beneficiaries.
- Recommend ways to improve employment opportunities in hospitality industry for University beneficiaries.
- Based on the success of the job skills programme, work with University to identify further training opportunities in other areas like, but not limited to, Front Office and Food and Beverage.
- Provide managers / supervisors / Operational Team Members upon request in advance and subject to availability as guest speakers on short courses conducted for academic services at the undergraduate and graduate level. Request for speakers will be made by the Faculty of Humanities Social Sciences, Suan Sunandha Rajabhat University.

Faculty of Humanities Social Sciences, Suan Sunandha Rajabhat University will:

- Select the participants for the IHG Academy based on the job skill and attitude requirements
- Share information about the programme with students, employees and beneficiaries, as well as other partner organizations.
- Offer regular support to the participants by coaching and counseling them based on feedback from the hotel team.
- Support the hotel and participants to ease the potential challenges of integration into the workforce.
- Give feedback to the Hotel on the progress of the programme and assist in constantly improving the delivery of the objectives.

Expectations from the participants:

- Willingness to learn and respect for others.
- Follow the instructions on work methods and safety requirements as taught by the trainers.
- Participate in all learning activities during the work experience programme.

Develop a structured training programme designed on the proprietary, work process to impart job skills.

Ensure the programme includes on the job training opportunities in a real time work environment as well as coaching from hotel supervisors and managers.

Support the participants through a buddy system with an experienced staff to assist integration into workforce.

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Advise University Training roadmap for hospitality industry to enhance job readiness of University beneficiaries.

Recommend ways to improve employment opportunities in hospitality industry for University beneficiaries.

Based on the success of the job skills programme, work with University to identify further training opportunities in other areas like, but not limited to, Front Office and Food and Beverage.

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Offer regular support to the participants by coaching and counseling them based on feedback from the hotel team.

Support the hotel and participants to ease the potential challenges of integration into the workforce.

Give feedback to the Hotel on the progress of the programme and assist in constantly improving the delivery of the objectives.

Expectations from the participants:

Willingness to learn and respect for others.

Follow the instructions on work methods and safety requirements as taught by the trainers.

Participate in all learning activities during the work experience programme.

Benefits to the participant:

- The opportunity to acquire job skills for the hospitality industry and apply them in real work situations, eventually increasing their employability.
- Upon completion of this work experience programme, and on meeting all the assessment requirements will receive a Certificate of Completion.
- Potential to be selected for employment in IHG hotels in Thailand, subject to job availability at that time.
- Other benefits during the work experience programme would include uniform, hotel clinic as well as access to the staff cafeteria while on duty.

This MOU will come into effect from **7 August 2014** onwards. Any amendment required with regards to aforementioned agreements must be made in writing and agreed to by both parties.

Both parties have mutually agreed upon all the points mentioned as per this Memorandum of Understanding. This MOU is based on the explicit understanding that the intent is to build a partnership to create a community based work experience programme. Hence, as part of the learning phase of implementing this programme, in case of issues not covered herewith, both parties agree to discuss and resolve them mutually.



Thomas Schmelter
Regional General Manager – IHG Thailand
General Manager - InterContinental Bangkok
and Holiday Inn Bangkok



Asst. Prof. Dr. Ratthapong Boonyanuwat
Dean
Faculty of Humanities and Social Sciences
Suan Sunandha Rajabhat University

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Thailand will:

Provide an internship training program for a minimum of 3 months and not exceeding 18 months for undergraduate students of the faculty of Humanities Social Sciences with the minimum quota as follows:

Front Office (2), Housekeeping (3), F&B (4), Kitchen (6), Sales & Marketing (2), Office (HR & Finance) (3) in total 20 pax.

THE IHG ACADEMY PROGRAMME RESERVATION OF RIGHTS

This Reservation of Rights must be read, understood and agreed to by **InterContinental Hotels Group – Thailand (InterContinental Bangkok, Crowne Plaza Bangkok Lumpini Park, Holiday Inn Bangkok, Holiday Inn Bangkok Sukhumvit, Holiday Inn Bangkok Silom, Holiday Inn Pattaya, Holiday Inn Chiang Mai)** hereafter called and referred to as “**Hotel**” and **Faculty of Humanities and Social Sciences, Suan Sunandha Rajabhat University** hereafter called and referred to as “**Organisation**” (together the “**Parties**”). InterContinental Hotels Group PLC and its group of companies (collectively referred to as “**IHG**”) are not, nor shall it be, a party to any agreement between Hotel and Organisation. In consideration for being permitted to participate in the IHG Academy Programme, the Parties agree to abide by the terms of this Reservation of Rights.

The IHG Academy Programme (the “**Programme**”) encourages IHG hotels to collaborate with local education or community organisations to provide relevant hospitality knowledge and training to the community. The purpose of the collaboration is to support the local community and its members to achieve their professional goals in the hospitality field.

IHG and Hotel entered into a Participation Agreement (the “**Participation Agreement**”) setting forth the terms under which the Hotel may establish and maintain a local IHG Academy (“**IHG Academy**”). Hotel and Organisation acknowledge that all rights and licenses to operate the IHG Academy and participate in the Programme shall terminate immediately upon termination of the Participation Agreement. Hotel and Organisation operate the IHG Academy at their own risk.

Organisation hereby acknowledges and agrees that IHG owes no duties or obligations and has no liability of whatsoever nature for any claims, costs, expenses, damages or losses suffered, incurred, charged or assessed by or against Organisation that arise from, or in connection to, Organisation's participation in the IHG Academy or the Programme. IHG shall have no liability to Organisation, any third party or participant, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, or for any indirect or consequential loss arising under or in connection with the IHG Academy or the Programme. Organisation and Hotel agree to hold IHG harmless for any and all liability for acts, omissions or conduct of either Party or third parties in connection with or related to participation in the IHG Academy or the Programme.

As a condition of participating in the Programme and the IHG Academy, Hotels and Organisation must recognise and acknowledge all rights reserved herein, **by signing and returning this Reservation of Rights** (in the manner provided for on the website: www.ihgacademy.com).

This Reservation of Rights is not an exhaustive list of all rights belonging to IHG and does not alter or waive any rights that are not explicitly set forth herein. IHG retains all rights and permissions granted by law, statute, regulation or contract.

Operation of the IHG Academy

Hotel and Organisation may, at their sole discretion, enter into further agreements setting forth the terms and conditions under which they will collaborate to establish and maintain the IHG Academy. Any such agreement(s) are subject to the terms contained in this Reservation of Rights. Neither Hotel nor Organisation has the right, license or permission to bind IHG to any agreement, either written or orally made.

IHG shall not bear any costs for activities undertaken in connection with the IHG Academy.

IHG does not guarantee or suggest that participating individuals will be employed or offered employment at Hotel, IHG or any hotel operating under a brand owned by IHG.

IHG reserves the right to amend, with a binding and immediate effect, the Programme and institute specific policies for its operation.

Neither Hotel nor Organisation shall hold itself out as a partner, employee, agent or affiliate of IHG as a result of their participation in the IHG Academy or the Programme. No act taken in furtherance of the IHG Academy or the Programme shall create a partnership, employment, agency or joint venture relationship with IHG or entitle or authorise either Party to pledge the credit or have the authority to obligate or enter into any commitments for or on behalf of IHG.

Neither the IHG Academy nor the Programme shall be described as being associated with any other system of hotels.

IHG Reserves Its Right as a Third Party to Terminate

All agreements for participation in the Programme or IHG Academy are subject to immediate termination by IHG, if Organisation or Hotel acts or fails to act in any manner, that in the sole opinion of IHG, brings the name or reputation of IHG, or any hotel operating under a brand owned by IHG, into disrepute, prejudices their business interests or infringes on any intellectual property rights held by IHG.

IHG can, in its sole discretion, determine that Hotel should cease to participate in the IHG Academy Programme and terminate the Participation Agreement. Any termination of the Participation Agreement will terminate, with an immediate effect, all licenses to operate the IHG Academy and all intellectual property licenses related to the IHG Academy and the Programme.

The IHG Academy contemplated by Hotel and Organisation will terminate immediately if Hotel cease to be designated as a participating hotel in the IHG Academy Programme or if Hotel's license with IHG terminates. IHG reserves the right to review the IHG Academy annually or more frequently as needed.

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Intellectual Property


Pursuant to the IHG Academy Participation Agreement, Hotel has been granted a non-exclusive and limited license to use only the trademark “IHG Academy” (“**Trademark**”). IHG shall own all rights and interests in any intellectual property or work product that is created or produced as a result of the Parties’ participation in the Programme or IHG Academy (the “**Materials**”). IHG shall be, at all times, the exclusive owner of all copyright materials contributed by IHG. The Trademark and Materials may only be used by the Parties for non-commercial purposes, solely in connection with providing, facilitating and promoting the Programme or IHG Academy and only during the term of the Participation Agreement. This limited license in no way alters or affects any other agreement between IHG and Hotel for any license or grant to use the Trademark, Materials or any intellectual property belonging to IHG. IHG reserves all intellectual property rights that are not expressly granted herein.

All goodwill associated with use of the Trademark and Materials by Hotel and/or Organisation pursuant to the Programme or the IHG Academy shall inure to the benefit of IHG. Organisation shall not adopt, use, register or seek to register the Trademark, Materials or any other intellectual property that, in the sole opinion of IHG, is similar to or likely to cause confusion, in any jurisdiction, with the Trademark, Materials or any other intellectual property rights belonging to IHG.

The Parties acknowledge and recognise that IHG reserves all intellectual property rights that are not expressly granted herein and that IHG maintains, at all times, the right and ability to terminate Hotel’s participation in the IHG Academy Programme and therefore the IHG Academy.

The undersigned Parties recognise, understand and agree that participation in the Programme is at their own risk and that the foregoing liability waivers are intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This Reservation of Rights is governed by and interpreted in accordance with the laws of England and Wales.

By signing this Reservation of Rights, the signing Party hereby acknowledges that it has read this Reservation of Rights, understands its meaning and effect and agrees to be bound by its terms.



Signature

**Thomas Schmelter
Regional General Manager – IHG Thailand
General Manager – InterContinental Bangkok
and Holiday Inn Bangkok**

7 August 2014
Date



Signature

**Asst. Prof. Dr. Ratthapong Boonyanuwat
Dean
Faculty of Humanities and Social Sciences
Suan Sunandha Rajabhat University**

7 August 2014
Date