

MEMORANDUM OF UNDERSTANDING

BETWEEN



NO.100, JALAN PUTRA,
50350 KUALA LUMPUR
MALAYSIA

AND



POLITEKNIK BINTAN CAKRAWALA
Township JI, Kota Kapur,
Kawasan Pariwisata Bintan Resorts, Lagoi, Bintan Utara,
Bintan, Kepulauan Riau
INDONESIA 29155

MEMORANDUM OF UNDERSTANDING

BETWEEN

SUNWAY PUTRA HOTEL

AND

POLITEKNIK BINTAN CAKRAWALA

This Memorandum of Understanding is entered into **BETWEEN SUNWAY PUTRA HOTEL SDN BHD**, a company incorporated in Malaysia and having its registered office **NO 100, JALAN PUTRA, 50350 KUALA LUMPUR, MALAYSIA**. (hereinafter referred to as "**FIRST PARTY**") of one part and **POLITEKNIK BINTAN CAKRAWALA**, Township **Jl. Kota Kapur, Kawasan Pariwisata Bintan Resorts, Lagoi, Bintan Utara, Bintan, Kepulauan Riau, Indonesia 29155**.

(hereinafter referred to as "**SECOND PARTY**") of the other part.

WHEREAS the parties are now desirous of entering into an understanding in respect of the provision of practical training attachment (hereinafter referred to as "**Practical Training Attachment**") at FIRST PARTY for Indonesia students (hereinafter referred to as "**Students**") provided by SECOND PARTY.

AND WHEREAS the parties expressly agreed that this Memorandum of Understanding does not constitute a formal agreement or construed as creating an employer-employee or agency relationship for all intents and purposes.

NOW IT IS HEREBY UNDERSTOOD AS FOLLOWS:

1. OBJECTIVES

- 1.1 FIRST PARTY will provide its facilities for practical training relevant to the students provided by SECOND PARTY.
- 1.2 SECOND PARTY will provide the student for practical training for FIRST PARTY.
- 1.3 The Memorandum of Understanding on the arrangement for Practical Training Attachment shall take effect for duration of 1 year, from 1st February 2025 until 31st January 2026, which may be extended by mutual consent of both parties in writing or earliest terminated by either party in accordance with the provision hereinafter provided.

2. PRACTICAL TRAINING ATTACHMENT

- 2.1 The Practical Training Attachment at FIRST PARTY premises for the students will be for a period 6 months.
- 2.2 FIRST PARTY shall be required to conduct selection process as agreed upon by both parties. First Party has the right to choose the selected area for the student/s.
- 2.3 For the practical training to be effective each practical training day will be for a period of nine (9) hours, which may be extended beyond the specific

hours as and when the need arise with overtime payment shall be paid on the additional hour accordingly. However, agreement of the students shall be obtained beforehand.

- 2.4 Practical training will be scheduled for five (5) days with two (2) days rest day in a week and the schedule shall be determined by FIRST PARTY as its sole discretion.
- 2.5 The students will be assigned to any section/departments related to their field of study for their practical training by FIRST PARTY at its sole discretion.
- 2.6 During the duration of practical training attachment, FIRST PARTY will provide the Student with the following:
 - a. Practical training subsistence allowance of **RM500.00 (Ringgit Malaysia: Five Hundred)** per month or pro-rata thereof and payable at the end of the calendar month.
 - b. Overtime shall be paid based on existing regulations.
 - c. Rent free accommodation shall be provided by FIRST PARTY.
 - d. Minimum three (3) meals for each day of practical training and the type and cost of each meal are to be determined by FIRST PARTY at its sole discretion.
 - e. Uniform to be worn during practical training and the type of uniform to be determined by FIRST PARTY at its sole discretion.
 - f. Outpatient medical treatment at FIRST PARTY's panel clinic. The medical expenses shall be borne by the FIRST PARTY, where RM80.00 per visit per month is claimable for the duration of six (6) months.
- 2.7 In consideration of the above provisions under **Clouse 2.6**, the Students undertake:
 - a. To devote their efforts and attention in diligently performing the practical training as scheduled.
 - b. To observe and comply will all the rules, regulations and standing orders as may be in force from time to time governing the conduct and discipline un FIRST PARTY.
 - c. To adhere to all work procedures and rules of the assigned sections/departments.
 - d. To comply and carry out all duties and instructions given by any authorized officer or FIRST PARTY.

- e. To wear clean and ironed uniforms at all the time during practical training hour.
 - f. Not to indulge or involve in any unlawful, criminal, political, immoral, drug or gambling activities.
 - g. Refrain from divulging any of FIRST PARTY's confidential information.
- 2.8 FIRST PARTY is entitled to terminate his/her practical, in the event that any of the students.
- a. Abandon the practical training before the completion of the Practical Training Attachment without the written consent of the Company; or
 - b. Fails or refuses to attend the practical training as scheduled; or
 - c. Is incapacitated by illness or injury from performing the Practical Training Attachment; or
 - d. By his/her own conduct render himself/herself incapable or unsuitable in the opinion FIRST PARTY to continue with the Practical Training Attachment; or
 - e. Breach any of his/her undertakings under Clause 2.7 above.

3. FIRST PARTY UNDERTAKING

- 3.1 FIRST PARTY will take the necessary steps in applying for permits from the Malaysia authorities for the Students for the Practical Training Attachment including cost.
- 3.2 FIRST PARTY will provide transportation for the Students from the point of entry in Malaysia, Kuala Lumpur International Airport (KLIA1/KLIA2) or other agreed point of entry, to its premise and vice versa for their departure upon completion of the Practical Training Attachment.
- 3.3 FIRST PARTY will issue a testimonial of certificate to those Students who successfully completed the Practical Training Attachment.
- 3.4 FIRST PARTY will provide accommodation for a maximum of two (2) persons and the type to be determined at its sole discretion to the instructor who comes to monitor the progress and performance of the students and during arrival and departure.

4. SECOND PARTY UNDERTAKINGS

- 4.1 SECOND PARTY will take the necessary step in selecting capable Students, before allowing them to participate in the selection process of FIRST PARTY, whose age ranges between 19 to 23 years old and who are medically fit and with good command of English.
- 4.2 SECOND PARTY will be responsible to inform the Students of their responsibility for travel document, transportation and other related cost from Indonesia to the point of entry to Malaysia and vice versa upon completion of the Practical Training Attachment.
- 4.3 SECOND PARTY will be responsible for the repatriation costs of ant Student whose Practical training Attachment is terminated under Close 2.7 above.
- 4.4 SECOND PARTY will undertake to inform the next of-kin if the Student in Indonesia upon notification by FIRST PARTY in case of illness, accident and death of such Student under Practical Training Attachment.
- 4.5 SECOND PARTY will take the necessary steps in briefing the Students on the requirement of Practical Training Attachment as enumerated in Clause 2 above.
- 4.6 SECOND PARTY will at its own expenses be responsible in sending a maximum of two (2) representative during the duration of the Practical Training Attachment to monitor the progress of the Students.
- 4.7 SECOND PARTY will at its own expenses be responsible in providing transportations, meals and miscellaneous expenses and charge incurred by the representatives.
- 4.8 SECOND PARTY will ensure that the presentative review the progress and performance of the authorized officer of FIRST PARTY.
- 4.9 SECOND PARTY will ensure the Student submit a copy of the Supervised Field Training report to FIRST PARTY Human Resources Department for review and approval before submitting to their schools.

5. TERMINATION

- 5.1 Either party shall have the right at any time to terminate this Memorandum of Understanding by giving the other three (3) months written notice without having to assign any reason whatsoever.
- 5.2 Upon termination of this Memorandum of Understanding, neither party shall have any claim whatsoever against the other.

6. MISCELLANEOUS

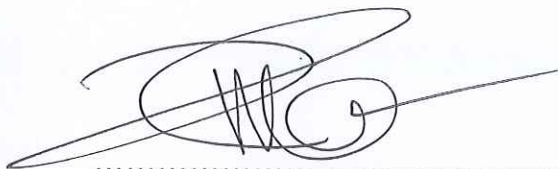
- 6.1 This Memorandum of Understanding shall supersede any prior understanding and correspondence, either oral and written.
- 6.2 No amendment in respect of this Memorandum of Understanding shall be made unless agreed to and acknowledge in writing by the respective parties concerned.
- 6.3 Should there be any discrepancies in meaning between the languages, the English version shall prevail.

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IN WITNESS WHERE OF, the parties here to have unto set their hands on this **29th**
day of January 2025.

For and on behalf of:

SUNWAY PUTRA HOTEL SDN BHD



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Name: **Kumaresan A/L Vengadeson**

Designation: Director of Human Resources
I/C No.: 730829-06-5303

For and on behalf of:

POLITEKNIK BINTAN
CAKRAWALA



.....
Name: **Welli Braham
Kurniawan, SST. Par, M.Par**
Designation: Interim Director

Witnessed By:



.....
Name: **Wilfred Yeo**

Designation: Senior General Manager
I/C No.: 680715-10-5095

Witnessed By:



.....
Name: **Yoffie Kharisma Dewi,
S.S., M.Hum**
Designation: Head of Marketing
& Public Relations