

## THE IHG ACADEMY PROGRAMME

### RESERVATION OF RIGHTS

This Reservation of Rights must be read, understood and agreed to by Crowne Plaza Today New Delhi Okhla ("Hotel") and Banarsidas Chandiwala Institute of Hotel Management & Catering Technology ("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, Hotel 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](http://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 not 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 ceases 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.

**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 recognize, 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

Name of Hotel Owner or Franchisee

Mr. Barun Jolly

Name, as signatory for and on behalf of Owner or Franchisee

Tradename, if applicable

Crowne Plaza Today Okhla, Plot No-1,  
Address New Delhi

Date

22-11-2012

Signature

Banarsidas Chandiwala Institute of Hotel Management  
Organization Name & Catering Technology

Dr. Bhawan Mohan  
Name as signatory for an on behalf of Organisation

Tradename, if applicable

Chandiwala Estate, Kalhaji, New Delhi  
Address - 110019

Date

22-11-2012

Crowne Plaza • Today New Delhi Okhla

Plot no. 1, Community Centre, Okhla Phase - 1, New Delhi - 110020 India  
tel +91 (11) 4646 2000 fax +91 (11) 4101 2525 web www.crowneplaza.com