

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ



Rc: No: B-2

**Ministry of Health and Family
Male',
Republic of Maldives.**

Ref. No. 137-HSD/FSC/2010/

AGREEMENT FOR THE PROVISION OF SERVICES

PREAMBLE

“This Agreement for the provision of services (hereinafter referred to as “the Agreement”) is made and entered into on this

BY AND BETWEEN

MINISTRY OF HEALTH AND FAMILY, Ameenee Magu, Male', Republic of Maldives providing health care services. (Hereinafter referred to as “the MINISTRY”) which term and expression shall where the context so requires mean its successors and assignees,

AND

.....a health professional, (hereinafter referred to as “the HEALTH PROFESSIONAL”)

The MINISTRY and the HEALTH PROFESSIONAL shall collectively be referred to as “the PARTIES”

WHEREAS the MINISTRY desires to obtain services of the HEALTH PROFESSIONAL and the HEALTH PROFESSIONAL is willing to accept performance of such services, on the terms and conditions hereinafter set forth.

NOW, THEREFORE in consideration of the mutual promises, warranties and covenants set forth below, the Parties hereto, intending to be legally bound, hereby agree as follows.

1. PARTICULARS OF THE HEALTH PROFESSIONAL

Name:

Permanent Address:

Current Address:

Work Permit Card Number (for Expatriates):

Passport Number:

Nationality:

Date of Birth:

Permanent Address:

Registration number of Maldives Medical Council:

Emergency Contact Person:

Emergency Contact Person's Address:

Emergency Contact Person's Phone Number:

2. TERM OF AGREEMENT

The Agreement of Services is effective from the date of signature of the Agreement, for a fixed period of one/two (01/02) years unless terminated earlier by either Party in accordance with the terms and conditions of this Agreement.

3. PROBATIONARY PERIOD

- 3.1 If the HEALTH PROFESSIONAL is entering into the Agreement with the MINISTRY for the first time, the first three months of the services under the Agreement will be considered as a probationary period for the HEALTH PROFESSIONAL during which his/her performance will be assessed.
- 3.2 During the probationary period, either Party may terminate the Agreement without notice.

4. POST and DUTIES

The HEALTH PROFESSIONAL is hired as / **Specialist** (speciality) in (Health facility name) of the MINISTRY, for the provision of services as specified in Schedule 1 of this Agreement.

5. GENERAL MUTUAL OBLIGATIONS

Whilst it is necessary to set out formal services arrangements in this contract, the MINISTRY recognizes that the HEALTH PROFESSIONAL is a professional, having the responsibility to make important judgments and decisions. It is essential therefore that the parties work in a spirit of mutual trust and confidence. The PARTIES, therefore agree to the following mutual obligations, in order to achieve the best for customers and to ensure the efficient running of the service.

- a) to co-operate with each other;
- b) to maintain goodwill;
- c) to carry out the respective obligations of the PARTIES in agreement and operating a Services Plan;
- d) to carry out the respective obligations the PARTIES in accordance with appraisal arrangements;
- e) to carry out the respective obligations the PARTIES in devising, reviewing, revising and following the MINISTRY'S policies, objectives, rules, working practices and protocols.

6. THE PLACE OF WORK

- 6.1 The usual place of work for the provision of services under this Agreement is (Health facility name and address), Republic of Maldives.
- 6.2 The HEALTH PROFESSIONAL will generally be expected to undertake the provision of services at the usual place of work but the HEALTH PROFESSIONAL may be required to provide services in other locations including sites in other islands if requested by the MINISTRY.

7. HOURS OF SERVICE

- 7.1 The HEALTH PROFESSIONAL shall work for 48 hours per week excluding on call duties, as per the duty schedule for services, provided by the place of work on behalf of the MINISTRY. In addition, the HEALTH PROFESSIONAL shall perform on-call duties as specified by the place of work on behalf of the MINISTRY. Work performed in excess of 48 hours per week, entitles additional payment as specified in Clause 14 of this Agreement.
- 7.2 The HEALTH PROFESSIONAL shall make his/her own transport arrangements to attend work regularly.

8. REGISTRATION REQUIREMENTS

It is a condition of services that the HEALTH PROFESSIONAL is, and remains, a registered medical practitioner in Maldives. The HEALTH PROFESSIONAL will also be required to submit his/her application for medical registration at Maldives Medical Council within three working days of his/her arrival. All expenses incurred for registration will have to be borne by the HEALTH PROFESSIONAL.

9. ADDITIONAL PRACTICE AND SERVICE PROVISION

The HEALTH PROFESSIONAL shall not carry out any additional medical practice or provide services for another person or organization, during his/her Agreement period with the MINISTRY.

10. DEDUCTIONS FROM PAY

- 10.1 The MINISTRY shall not make deductions from or variations to the HEALTH PROFESSIONAL's monthly remuneration other than those arising from non attendance and late attendance to work for services provision as specified in Clause 14 of this Agreement.
- 10.2 Notwithstanding, Clause 10.1 of this Agreement, if the HEALTH PROFESSIONAL intentionally or deliberately commits or omits an action to harm the property of the MINISTRY or the services of the MINISTRY, then the HEALTH PROFESSIONAL shall be liable to compensate the loss incurred by his/her action or omission or pay the due money.
- 10.3 Notwithstanding, Clause 10.1 of this Agreement, if the HEALTH PROFESSIONAL fails to pay his or her dues towards expenses contained in Clause 24, 25, 26 and 27 of this Agreement, then the HEALTH PROFESSIONAL's monthly allowance will be deducted for the purpose of payment of those dues.
- 10.4 The HEALTH PROFESSIONAL shall participate in the Maldives Retirement Pension Scheme as required by the Maldives Pension law and its regulations.

11. APPRAISALS AND CLINICAL GOVERNANCE

The HEALTH PROFESSIONAL shall co-operate fully in the operation of the appraisal scheme and thereby, must also comply with the MINISTRY's clinical governance procedures.

12. POLICIES AND PROCEDURES

The HEALTH PROFESSIONAL is required to comply with all the rules, policies and procedures of the MINISTRY which may also be subject to the relevant laws and regulations of the Republic of Maldives.

13. DISCIPLINARY MATTERS

Wherever possible, any issues relating to conduct, competence and behaviour should be identified and resolved without recourse to formal procedures. However, should the MINISTRY consider that the HEALTH PROFESSIONAL's conduct or behaviour may be in breach of any laws and regulations of the Republic of Maldives and/or the accepted work place norms of the MINISTRY or that the HEALTH PROFESSIONAL's professional competence has been called into question, the MINISTRY shall resolve such a matter through the MINISTRY's disciplinary action procedures wherever practicable.

14. REMUNERATION

- 14.1 The MINISTRY will during the period of this agreement pay the HEALTH PROFESSIONAL the following remuneration. Monthly remuneration shall be paid on the last day of each month.
- 14.2 A monthly Basic Salary of Rf.-/- (Rufiyaa) and a monthly allowance of Rf..... /- (Rufiyaa), referred collectively as "monthly remuneration".
- 14.3 Where the HEALTH PROFESSIONAL is required to provide services more than 48hours per week, he/she shall be paid 1.25times his/her hourly Basic Salary as overtime on a pro rata basis. If the overtime is served on a public holiday, he/she shall be paid 1.5times his/her hourly Basic Salary and half day as overtime. Overtime will be paid only if the following records are duly entered on the designated registers and endorsed by the head or acting head of the place of work - time of starting and completing the work, description of work done, and the date. Unauthorized overtime services will not be paid.
- 14.4 Where the HEALTH PROFESSIONAL is required to work normal hours on a public holiday he/she shall be paid at least an amount equivalent to half of the Basic Salary earned on a normal day of work in addition to over time.
- 14.5 The HEALTH PROFESSIONAL will be given an Allowance called "Ramadan Allowance" as per the rules of the MINISTRYS, prior to the beginning of the month of Ramadan. This allowance will only be entitled to Muslims.
- 14.6 The monthly remuneration will be deducted for non attendance for service. The equivalent of daily Basic Salary will be deducted for each day of non attendance on a pro rata basis.
- 14.7 The monthly remuneration will be deducted for late attendance for service equivalent to per minute Basic Salary on a pro rata basis.

15. LEAVES AND HOLIDAYS

The HEALTH PROFESSIONAL shall not at anytime, except in a case of illness or other similar cause absent himself/herself from his/her scheduled service duties without written permission of the MINISTRY. The HEALTH PROFESSIONAL shall be entitled to the following paid leave.

15.1 ANNUAL LEAVE

- a) The HEALTH PROFESSIONAL will be eligible for annual leave of 30 days.
- b) The HEALTH PROFESSIONAL will be eligible for annual leave after completion of twelve (12) calendar months of service from the date of commencement of this Agreement . Where the annual leave does not commence within twelve (12) months of the expiry of the year in which the leave was acquired, the leave shall be annulled without additional remuneration. Not withstanding he above, prior to dismissal from service, the MINISTRY shall pay the HEALTH PROFESSIONAL Basic salary in lieu of any unused leaved entitlement for which the HEALTH PROFESSIONAL has not been paid by the MINISTRY.

c) Granting of annual leave will depend on service demands and the MINISTRY reserves the right not to grant leave on the exact dates of the requested leave. Annual leave will be allowed only as a continuous block.

15.2 SICK LEAVE

From the date of commencement of this Agreement, the HEALTH PROFESSIONAL shall be entitled a maximum of thirty (30) days of paid sick leave per year of service. The HEALTH PROFESSIONAL's shall not be entitled to more than two(02) consecutive days of sick leave a valid medical certificate issue by a registered medical practitioner specifying the nature of illness and duration of unfitness of work is submitted on the day of return to work.

15.3 FAMILY RESPONSIBILITY LEAVE

The HEALTH PROFESSIONAL may take paid leave of maximum ten (10) days due to important responsibilities such as illness of a member of his/her immediate family (parents/spouse/children) and shall provide documentary evidence.

15.4 MATERNITY LEAVE

The HEALTH PROFESSIONAL, if female, will be eligible for maternity leave of sixty (60) calendar days upon submission of a medical certificate issued by a registered medical practitioner, specifying the estimated due date. Such leave shall not commence more than thirty (30) days prior to the estimated due date.

15.5 LEAVE GRANTED ON THE BIRTH OF A CHILD

The HEALTH PROFESSIONAL is entitled three (03) days of paid leave from the date on which he has a child.

15.6 CIRCUMCISION LEAVE

The HEALTH PROFESSIONAL is entitled five (05) days of paid leave from the date on which his/her child is circumcised.

16. REPORTING FOR SERVICE

16.1 The Place of work has a registry for recording attendance while reporting for service. Salaries and allowance will be paid on the basis of attendance recorded for provision of service. Unless specified otherwise in this Agreement penalty for non attendance will be calculated in accordance with MINISTRY's rules and policies on the subject matter. It is mandatory for the HEALTH PROFESSIONAL to mark his/her attendance in place for the purpose. Forgetting to record attendance is not an acceptable excuse under any circumstance for a scheduled non-emergency work. If the HEALTH PROFESSIONAL fails to record the attendance of a working day as stated above, then such a working day will be considered as an absent day.

16.2 Where the HEALTH PROFESSIONAL fails to resume duties after expiry of any holiday or approved leave of absence, the MINISTRY may summarily terminate the HEALTH PROFESSIONAL's agreement without prior notice and with no liability whatsoever on the part of the MINISTRY. In such an event, the HEALTH PROFESSIONAL shall be entitled to receive his/her remuneration and any other entitlement only up to date of expiry of the approved leave.

17. TRANSPORTATION

- 17.1 Upon appointment, irrespective of the country of origin of the HEALTH PROFESSIONAL, the MINISTRY will provide the HEALTH PROFESSIONAL with the least expensive economy one way airfare to join the duty from either Colombo or Trivandrum Airport (whichever is closer by air to the HEALTH PROFESSIONAL's country of residence) and similarly upon completion of the term of this Agreement in accordance with the terms and conditions of provided herein, the MINISTRY will provide the least expensive one way economy airfare to the same destination.
- 17.2 The MINISTRY shall provide the least expensive return economy airfare to either Trivandrum or Colombo (whichever is closer by air to the HEALTH PROFESSIONAL's place of residence) irrespective of the HEALTH PROFESSIONAL's country of origin when the HEALTH PROFESSIONAL is going on an earned annual leave.
- 17.3 Fares for travelling by air or sea from Male' to the workstation in the Maldives shall be borne by the MINISTRY. The same shall be paid for travelling from workstation in Maldives to Male' after completion of the contract or for going on annual leave. However, the same shall not be paid for travelling for emergency leaves or resignation from the service. All other expenditure related to travelling (for joining / after completing/going on annual leave) in the Maldives shall be borne by the HEALTH PROFESSIONAL.
- 17.4 For joining / completion of contract / annual leave, expenses for transportation of luggage by sea or air shall be borne by the HEALTH PROFESSIONAL. Any transportation involved in seeking medical care, other than those incurred as a result of performance of services, shall be borne by the HEALTH PROFESSIONAL

18. RENEWAL OF THE AGREEMENT

- 18.1 Where the MINISTRY is desirous to continue the services of the HEALTH PROFESSIONAL at the expiry of this agreement, and the HEALTH PROFESSIONAL is desirous to continue his/her services with the MINISTRY, the parties shall sign a new agreement.
- 18.2 If the HEALTH PROFESSIONAL wishes to renew the Agreement he/ she shall communicate this intention to Management of the Place of Work in writing and the same shall be copied to MINISTRY. The said letter should reach three (03) calendar months before the last working day mentioned in the Agreement.
- 18.3 If the MINISTRY is not desirous of renewing the Agreement with the HEALTH PROFESSIONAL at the end of the term of this Agreement, such a decision should be communicated to the HEALTH PROFESSIONAL three (03) calendar months before the end of term of this Agreement.

19. TERMINATION OF AGREEMENT BY NOTICE OR MONEY IN LIEU OF NOTICE

- 19.1 This Agreement may be terminated by the MINISTRY by giving the HEALTH PROFESSIONAL due notice in writing or money in lieu of notice. Where the HEALTH PROFESSIONAL is on leave to which he/she is entitled to under Clause 15, the MINISTRY may not give notice of termination such that the notice period runs concurrently with the period of leave.
- 19.2 In the case of a renewal of this Agreement, the length of notice or the amount of money in lieu of notice required are as follows:
- a) Where the Service Period is more than six (06) months but less than one (01) year, notice of two (02) weeks.
 - b) Where the Service Period is more than one (01) year, but less than five (05) years, notice of one (01) month.

- c) Where the Service Period is more than five (05) years, notice of two months.
 - d) The MINISTRY may terminate the Agreement immediately by giving the HEALTH PROFESSIONAL Basic Salary and all other eligible benefits for the period of required notice in lieu of such notice.
- 19.3 The HEALTH PROFESSIONAL may terminate this Agreement before the completion of term of this Agreement by giving one (01) calendar month's written notice to the MINISTRY. This period shall exclude the probationary period and any leave he/she takes after giving notice. In this situation the MINISTRY will not be required to pay the return airfare. And also the HEALTH PROFESSIONAL would be required to pay the following to the MINISTRY.
- a) One (01) month's Basic salary and allowance.
 - b) Work permit fee amount for the remaining term of the Agreement.
 - c) Full amount of premium paid for the health insurance scheme
- 19.4 If the HEALTH PROFESSIONAL decides to terminate this Agreement on medical grounds, a registered medical practitioner (who is holding a post not lower than consultants' post in the relevant specialty in Maldives) shall certify that the HEALTH PROFESSIONAL is permanently unfit for the type of services he/she is been engaged or should certify that the HEALTH PROFESSIONAL's medical condition is such that it will take more than thirty (30) days for the HEALTH PROFESSIONAL to return to normal work. If the medical condition leading to termination is the result of undisclosed pre-existing medical condition/s at the time of application for the post, he or she will be required to pay the following to the MINISTRY.
- a) One (01) month's Basic Salary and allowance
 - b) Work permit fee amount for the remaining term of the Agreement.
 - c) Initial ticket money which was refunded.
 - d) Full amount of premium paid for the health insurance scheme

20. TERMINATION OF AGREEMENT WITHOUT NOTICE OR MONEY IN LIEU OF NOTICE

- 20.1 The MINISTRY may summarily dismiss the HEALTH PROFESSIONAL without notice or money in lieu of notice WHERE HIS/HER work ethics is unacceptable and the MINISTRY finds that further continuation of service is not reasonably possible.
- 20.2 The work ethics of the HEALTH PROFESSIONAL shall be deemed unacceptable in the following circumstances
- a) Further continuation of service is likely to be detrimental to the MINISTRY or the place of work; or
 - b) The HEALTH PROFESSIONAL is guilty of fraud
- 20.3 It shall be considered detrimental to the MINISTRY or the place of work where the HEALTH PROFESSIONAL
- c) wilfully disobeys a lawful and reasonable order;; or
 - d) misconducts himself/ herself with respect to his/her profession; or
 - e) is found guilty of fraud or dishonesty; or
 - f) is deliberately neglectful in his/her duties; or
 - g) Violates any law or regulation of the Maldives.

21. DRESS CODE

The HEALTH PROFESSIONAL's dress code shall comply with the following requirements.

- a) The HEALTH PROFESSIONAL is required to comply with the uniform requirements specified by the MINISTRY and the place of work during working hours, including call duties.
- b) The HEALTH PROFESSIONAL should be in a decent dress which is not provocative or revealing or in scrubs specified by the MINISTRY and the place of work during working hours, including call duties.
- c) The HEALTH PROFESSIONAL is required to be well groomed and maintain personal hygiene at all times while they are on duty providing services.

22. HONESTY, RESPECT FOR OTHERS, RESPONSIBILITY AND CONFIDENTIALTY

22.1 The HEALTH PROFESSIONAL is required to :

- a) maintain the highest standards of personal and academic honesty and integrity; and
- b) record accurate history and physical findings, test results, and other information pertinent to the care of the customer; and
- c) communicate truthfully and compassionately with customers and staff both verbally and in writing; and
- d) treat customers and their families with respect and dignity both in their presence and in discussions with other members of the health care team; and
- e) respect customer autonomy at all times by discussing treatment options with the customer or surrogate; and
- f) ensure appropriate consultation with the identified family member or guardian when a customer lacks the capacity to make treatment decisions; and
- g) respect the personal boundaries of others including, but not limited to, refraining from making unwanted romantic or sexual overtures, protecting personal information, and respecting individual workspace; and
- h) regard the confidentiality of customers as a central obligation; and
- i) recognize his or her own limitations and seek help when his or her level of experience is inadequate; and
- j) be accountable for personal decisions in the workplace; and
- k) Consult with appropriate individuals when his or her level of expertise is exceeded; and
- l) Report professional misconduct and unskilled practice to the appropriate authorities, respecting the need to avoid unjustly discrediting the reputation of other members of the health care team.

22.2 The HEALTH PROFESSIONAL shall conform to and respect laws and regulations of the Republic of Maldives at all times. If the HEALTH PROFESSIONAL violates any of those and is proven to be so by the appropriate authority, this Agreement will be terminated immediately and following that the MINISTRY will be responsible only for food and accommodation of the HEALTH PROFESSIONAL until his or her departure/deportation from the Maldives.

22.3 To facilitate timely renewal of visa/work permit, the passport of HEALTH PROFESSIONAL will be kept with the MINISTRY during their tenure of service in accordance with this Agreement, with the consent of the HEALTH PROFESSIONAL. However, at the time of collecting the passport, a proper document of identity will be issued to the HEALTH PROFESSIONAL that stipulates passport and services particulars and photograph authenticated by the relevant Ministry or department of the government of the Maldives. The same will be applicable to the spouse of Maldivians who are holders of foreign passports. Spouse of Maldivians who do not hold a valid Maldivian passport if contracted will get same privileges as any other

expatriate staff but if there are other privileges which they are entitled by the governments rules, regulations or law they will be provided to them.

23. UNAUTHORISED WORK AND MISUSE OF GOVERNMENT PROPERTY.

The MINISTRY expressly prohibits the HEALTH PROFESSIONAL the use of any property of MINISTRY or the government of the Maldives or seek any direct or indirect benefit in connection with such property for any purpose other than the performance of his duties or services at the Place of Work in accordance with this Agreement.

24. ACCOMMODATION

24.1 The MINISTRY shall assist the HEALTH PROFESSIONAL in obtaining an accommodation facility. All costs related to accommodation shall be borne by the HEALTH PROFESSIONAL.

24.2 The MINISTRY will not be responsible for payment of rent, utility charges or charges for repair and damage caused to the property or its furniture by the HEALTH PROFESSIONAL, his/her spouse, children or invitees

25. FORFEITURE OF ACCOMMODATION FACILITY

25.1 Notwithstanding Clauses 24 and 26 of this Agreement, upon termination of this Agreement, the HEALTH PROFESSIONAL shall vacate the accommodation and give vacant possession thereof to the owner of the premises of the accommodation facility, with all the furniture, fixtures, fittings and all other items provided by the by the owner in good order and repair.

25.2 If the HEALTH PROFESSIONAL fails to comply with the Sub-Clause 25.1 of this Agreement then the HEALTH PROFESSIONAL will be liable to pay damages to the owner of the premises to cover the cost of repair or replacement of damaged property or fixtures and fittings.

26. MAINTENANCE OF ACCOMMODATION FACILITY

The HEALTH PROFESSIONAL should maintain the cleanliness of the compound and interior of the premise at all times. The furniture should be kept neat and tidy. The toilets and all fittings are to be maintained in good hygienic condition. House hold wastes and other waste are to be disposed off appropriately. The MINISTRY will not provide items required to maintain the general cleanliness of the premises. Replacement of electric bulbs and minor damages to electrical items and change of bed linen and other consumables is the responsibility of the HEALTH PROFESSIONAL.

27. UTILITY COSTS.

27.1 Notwithstanding, Clause 24, all the utility bills and associated costs and/or expenses shall be borne by the HEALTH PROFESSIONAL,

27.2 All telephone charges will have to be borne by the HEALTH PROFESSIONAL. It is the responsibility of the HEALTH PROFESSIONAL to pay for internet charges inclusive of installation charges if he/she wishes to obtain the service from a service provider.

27.3 Expenditure on cooking gas and garbage disposal shall be borne by the HEALTH PROFESSIONAL. Usage of kerosene stoves at the accommodation provided is strictly prohibited.

28. WORK PERMIT FEE AND VISA FEES

The MINISTRY will pay fees levied by the government for obtaining work permit and work visa for the HEALTH PROFESSIONAL.

29. MEDICAL CARE

The SUBSCRIBER will be enrolled in the national social health insurance scheme, "Madhana". The MINISTRY will bear the cost of premium for enrolment of the HEALTH PROFESSIONAL in the scheme.

30. DEPENDANTS

The MINISTRY shall assist in the immigration and school admission of children of the HEALTH PROFESSIONAL, in government schools. All costs related to dependants shall be borne by the HEALTH PROFESSIONAL.

31. NO PRIOR AGREEMENTS

The HEALTH PROFESSIONAL represents and warrants that he/she is not a party to or otherwise subject to or bound by the terms of any contract, agreement or understanding which in any manner would limit or otherwise affect his ability to perform his obligations hereunder, including, without limitation, any contract, agreement or understanding containing terms and provisions similar in any manner to those contained hereof. The HEALTH PROFESSIONAL further represents and warrants that his/her services with the MINISTRY will not require the disclosure or use of any Confidential Information.

32. DISPUTE RESOLUTION

The HEALTH PROFESSIONAL and the MINISTRY expressly agree that all disputes or controversies arising out of or in connection with this Agreement, its performance, or the alleged breach thereof, if not disposed of by agreement, shall be resolved by mediation and/or reconciliation. In the event the dispute cannot be resolved amicably by means of mediation, reconciliation or mutual understanding, such a dispute shall then be resolved by initiating legal proceedings in a court of law of the Maldives. The decision of the court of law shall be final and conclusive on the parties and shall be a bar to any suit, action or proceeding which can be instituted in any jurisdiction.

33. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, personally delivered, mailed or faxed and E-mailed to the MINISTRY at its usual place of work set forth in Clause 6 of this Agreement, or to the HEALTH PROFESSIONAL at his/her current address set forth in Clause 1 of this Agreement, or such other address as either party may specify by written notice to the other as provided in this Section.

34. ASSIGNMENT

This Agreement is personal in its nature and the HEALTH PROFESSIONAL shall not without the prior written consent of the MINISTRY, assign or transfer this Agreement or any rights, duties or obligations hereunder.

35. ENTIRE AGREEMENT

This Agreement including Schedule 1 of this Agreement constitutes the full and complete understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understanding whether written or oral.

36. AMMENDMENT AND WAIVER

This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants of hereof may be waived only by an agreement in writing signed by both of the PARTIES hereto, or in the case of a waiver, by the party waiving compliance.

37. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Laws of the Republic of Maldives.

38. SEVERABILITY

The conditions of this Agreement are separate and independent of each other. Should any part of this Agreement be rendered or declared invalid by court of competent jurisdiction of the Republic of Maldives, such part shall be severed from the Agreement and the remaining portions shall remain in full force and effect.

39. REMEDIES

All remedies hereunder are cumulative, are in addition to any other remedies provided by Laws of Maldives and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure or delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Agreement.

40. GENERAL

40.1 Nothing herein contained shall be construed so as to require the commission of any act contrary to the law and wherever there is any conflict between any provision of this Agreement and any present or future law or regulation, the latter shall prevail, but in such event the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

40.2 No representation, promise or inducement has been made by either party that is not embodied in this Agreement and neither party shall be bound by or liable for any alleged representation, promise or inducement not so set forth.

40.3 The section headings contained herein are for reference purposes only and shall not in anyway affect the meaning or interpretation of this Agreement.

40.4 The breach of any condition of this Agreement is to be considered substantial.

40.5 This Agreement is executed in two copies, each copy to be considered an original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signed by:

Signed by

Name:

Name: AHMED SHAKIR

Passport Number:

ID card No: A002250

Title:

Title: DIRECTOR. GRH

Date:

Date: 1st May 2010

MINISTRY's seal:

For and on behalf of the HEALTH PROFESSIONAL.

For and on behalf of the MINISTRY.

IN WITNESS WHEREOF, we indicate by our signatures that we confirm the execution of the above said Agreement by the concerned parties to be true and accurate as of what was agreed between the parties.

Signed by:

Signed by

Name: MOHAMED FAID

Name: ABDUL SHUKOOR

Title: ADMINISTRATIVE OFFICER. GRH

Title: ASSIST ADMINISTRATIVE OFFICER. GRH

ID card No: A054071

ID card No: A135410

Date: 1ST May 2010

Date: 1st May 2010

Checked by:

Signed by:

Name:

Title:

Passport No:

Date: