



Indira Gandhi Memorial Hospital  
Male',  
Republic of Maldives.

## EMPLOYMENT AGREEMENT

### **PREAMBLE**

“This Agreement of employment (hereinafter referred to as “the Agreement”) is made and entered into on this **(date)**.

### **BY AND BETWEEN**

INDIRA GANDHI MEMORIAL HOSPITAL, a Maldivian Government hospital under the Ministry of Health And Family, Republic of Maldives providing health care services. (Hereinafter referred to as “the Employer” or “IGMH” or “the hospital”) which term and expression shall where the context so requires mean its successors in office and assignees,

### **AND**

a foreign medical professional.

Nationality:

Passport Number:

Date of Birth:

Permanent Address:

Work Permit Number:

Current Address:

Emergency Contact Person:

Emergency Contact Person's Address:

Emergency Contact Person's Phone Number:

(hereinafter referred to as “the Employee”)

WHEREAS, the EMPLOYER desires to employ the EMPLOYEE and the EMPLOYEE is willing to accept such employment, all on the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties agree as follows:

### **1.0 EMPLOYMENT**

1.1 This Agreement of employment (hereinafter “the Agreement”) is entered in to by and between INDIRA GANDHI MEMORIAL HOSPITAL (hereinafter referred to as “the EMPLOYER” or “IGMH” and (hereinafter referred to as “the EMPLOYEE”) on this **(date)**

### **2.0 COMMENCEMENT OF EMPLOYMENT**

2.1 The Employment Agreement is effective from **(date)** until either party terminates the Agreement in accordance with the terms of this Agreement, for a fixed term agreement period of 1 Year and ending on **(date)**

2.2 First three months of the employment Agreement will be considered as a probationary period for the employee during which his/her performance will be assessed.

### **3.0 THE POST (the position and the department)**

3.1 The EMPLOYER is employed as And in department of Medical Administration

#### **4.0 GENERAL MUTUAL OBLIGATIONS**

4.1 Whilst it is necessary to set out formal employment arrangements in this contract, the EMPLOYER recognizes that the EMPLOYEE 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 patients and to ensure the efficient running of the service.

- a) to co-operate with each other;
- b) to maintain goodwill;
- c) to carry out our respective obligations in agreement and operating a Job Plan;
- d) to carry out our respective obligations in accordance with appraisal arrangements;
- e) to carry out our respective obligations in devising, reviewing, revising and following the hospital's/department's policies, objectives, rules, working practices and protocols.

#### **5.0 THE WORK LOCATION**

5.1 The principal place of work is INDIRA GANDHI MEMORIAL HOSPITAL. The EMPLOYEE will generally be expected to undertake the Programmed Activities at the principal place of work but the EMPLOYEE may be required to work in other locations including sites in other islands if requested by the EMPLOYER.

#### **6.0 DUTIES**

6.1 The usual place of work of the EMPLOYEE is Indira Gandhi Memorial Hospital, Male', Rep. of Maldives.

6.2 The EMPLOYEE shall work for 40 hours per week excluding on call duties. In addition the EMPLOYEE shall perform on-call duties and other duties as specified by the Indira Gandhi Memorial Hospital administration. Work performed in excess of 40 hours per week, entitles overtime according to existing laws and regulations pertaining to payment of overtime.

6.3 The EMPLOYEE shall make his/her own transport arrangements to attend work regularly

#### **7.0 REGISTRATION REQUIREMENTS**

7.1 It is a condition of employment that the EMPLOYEE is, and remain, a registered medical practitioner /a fully registered dental practitioner in his/her country's relevant medical practice licensing authority. The EMPLOYEE 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 applicant.

#### **8.0 PRIVATE PRACTICE**

8.1 The EMPLOYEE shall not carry out any Private Practice during his/her Agreement period with Indira Gandhi Memorial hospital.

#### **9.0 DEDUCTIONS FROM PAY**

9.1 The EMPLOYER shall not make deductions from or variations to the EMPLOYEE's salary other than those arising from late attendance fines.

9.2 Notwithstanding, Clause 9.1 of this Agreement, if the EMPLOYEE intentionally or deliberately commits or omits an action to harm the property of the EMPLOYER or the business of the EMPLOYER, then the EMPLOYEE shall be liable to compensate the loss incurred by his/her action or omission or pay the due money

#### **10.0 APPRAISALS AND CLINICAL GOVERNANCE**

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

## **11.0 POLICIES AND PROCEDURES**

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

## **12.0 DISCIPLINARY MATTERS**

12.1 Wherever possible, any issues relating to conduct, competence and behaviour should be identified and resolved without recourse to formal procedures. However, should we consider that the EMPLOYEE'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 government of Maldives or that the EMPLOYEE's professional competence has been called into question, the EMPLOYER shall resolve such a matter through the EMPLOYER's disciplinary action procedures wherever practicable.

## **13.0 PAY**

13.1 The IGMH will during the validity of this agreement pay the EMPLOYEE in Maldivian Rufiyaa (Rf.)

13.2 A monthly salary.

13.3 Allowance.

13.4 Shift Allowance.

13.5 Risk Allowance.

13.6 Overtime pay as follows: Normal working days: 1.25% of the basic salary for every hour worked, paid on a pro rata basis for the overtime undertaken. Weekends and public holidays: 1.5% of the basic salary for every hour worked, paid on a pro rata basis for the overtime undertaken. If a weekend day or a public holiday is considered as a normal working day: 1.5 times the basic salary of a normal working day would be given as pay. 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 department. Time of starting and completing the work, Description of work done, and the date.

13.7 The EMPLOYEE will be given an Allowance called "Ramadan Allowance" As per the government rule, prior to the beginning of the month of Ramadan. This allowance will only be eligible for Muslim EMPLOYEES.

## **14.0 LEAVES AND HOLIDAYS**

14.1 The EMPLOYEE shall not at anytime, except in a case of illness or other similar cause absent himself/herself from his/her scheduled duties without written permission of the EMPLOYER.

## **15.0 ANNUAL LEAVE**

15.1 The EMPLOYEE will be eligible for 30 days for annual leave excluding public holidays.

15.2 The EMPLOYEE will be eligible for the annual leave after completion of 12 months of service from the date of the agreement .If this agreement is not renewed for a further period; the EMPLOYER reserves the right to relieve the EMPLOYEE after 12 months of services and, the basic salary of the annual leave month are paid to the EMPLOYEE. Granting of annual leave will depend on service demands.

15.3 If the EMPLOYEE fails to report for his/her duty on time after initially sanctioned leave, without any exceptions, salary will be deducted for the days extended and these days shall be considered as absent days.

15.4 Annual leave can be taken as continuous block or it can be divided and taken within a year. Maximum permissible splitting is two.

## **16.0 SICK LEAVE**

16.1 The EMPLOYEE shall be given a maximum of thirty (30) days of paid sick leave, which shall be credited to Employee's Sick Leave Account upon the EMPLOYEE signing the Agreement for a period of one (01) year or its renewal for the same period. The EMPLOYER cannot stay on sick leave beyond two consecutive days unless he/she submits a valid medical certificate with details of the sickness and diagnosis from a specialist of consultant level or higher grade working at IGMH and of the relevant specialty.

## **17.0 FAMILY RESPONSIBILITY LEAVE**

17.1 Family responsibility leave could be granted for ten (10) days for death or serious illness of a member of immediate family (parents/spouse/children) and shall provide with documentary evidence. In such cases an amount equivalent to the EMPLOYEE's one-month pay shall be deposited, which will be forfeited if the EMPLOYEE violates the conditions of the leave granted.

## **18.0 MATERNITY AND PATERNITY LEAVE**

18.1 The EMPLOYEE will be eligible for the maternity leave 60 days after delivery. In such cases an amount equivalent to the EMPLOYEE's one-month pay shall be deposited, which will be forfeited if the EMPLOYEE violates the conditions of the leave granted.

18.2 The EMPLOYEE will be eligible for pre maternity and post maternity leave 28 days and shall provide with documentary evidence. In such cases an amount equivalent to the EMPLOYEE's one-month pay shall be deposited, which will be forfeited if the EMPLOYEE violates the conditions of the leave granted.

18.3 The EMPLOYEE will be eligible for paternity leave of five following his spouse delivery and to avail this leave he shall provide documentary evidence.

## **19.0 CIRCUMCISION LEAVE**

19.1 The circumcision leave will be eligible for Muslim EMPLOYEE only, Circumcision leave will be granted for five days from the day his / her son under goes circumcision surgery and the EMPLOYEE shall provide with documentary evidence. In such cases an amount equivalent to the EMPLOYEE's one-month pay shall be deposited, which will be forfeited if the EMPLOYEE violates the conditions of the leave granted

## **20.0 REPORTING FOR DUTY**

20.1 Indira Gandhi Memorial Hospital has a PROXIMITY CARD SYSTEM for recording attendance while reporting for duty. Salaries and other allowances will be paid on the basis of attendance recorded on the time card machine. Unless specified otherwise in this Agreement penalty for late arrivals will be calculated based on the regulation on employees of the government in force and in accordance with EMPLOYER's rules and policies on the subject matter. It is mandatory for the EMPLOYEE to mark his/her attendance using the proximity card system in place for the purpose. Forgetting to record attendance or to bring the ID card is not an acceptable excuse under any circumstance for a scheduled non-emergency work. If the EMPLOYEE forgets to bring his/her card, the EMPLOYEE is required to go back and bring the card for signing in. If the EMPLOYEE fails to record the attendance of a working day as stated above, then such a working day will be considered as an absent day.

20.2 Where the EMPLOYEE fails to resume duties within five (05) days after expiry of any holiday or approved leave of absence, the EMPLOYER may summarily terminate the EMPLOYEE's agreement without prior notice and with no liability whatsoever on the part of the EMPLOYER. In such an event, the EMPLOYEE shall be entitled to receive his/her salary and any other entitlement only up to date of the approved leave.

## **21.0 TRANSPORTATION**

21.1 Upon appointment, irrespective of the country of origin of the EMPLOYEE, the EMPLOYER will provide the EMPLOYEE with economy one way airfare to join the IGMH from either Colombo or Trivandrum Airport (whichever is closer to the EMPLOYEE'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 EMPLOYER will provide one way economy airfare to the same destination.

21.2 The EMPLOYER shall provide return economy airfare to either Trivandrum or Colombo (whichever is closer to the EMPLOYEE's place of residence) irrespective of EMPLOYEE's country of origin when the EMPLOYEE is going on an earned annual leave.

21.3 Costs and arrangements involving domestic transport from EMPLOYEE's place of local residence to the EMPLOYEE's place of work even if it is for work specified in this Agreement shall remain the responsibility of the EMPLOYEE except while on call. Though it is the responsibility of the EMPLOYER to provide transport for attending calls, the EMPLOYEE should not fail to attend the call in a timely manner for want of transport.

## **22.0 RENEWAL OF THE EMPLOYMENT AGREEMENT**

22.1 Where the EMPLOYER is desirous to continue the services of the EMPLOYEE at the expiry of this agreement, and the EMPLOYEE is desirous to continue his/her employment with the EMPLOYEE, the parties shall sign a new agreement.

22.2 If the employee wishes to renew the Agreement at the end of current Agreement period he or she should communicate this intention to the EMPLOYER's Medical Administration Department and the same should be copied to EMPLOYER's Human Resources Department. The said letter should reach four (04) months before the last working day mentioned in the on going Employment Agreement.

22.3 If the EMPLOYER is not desirous of renewing the Agreement with the employee at the end of the term of this Agreement, such a decision should be communicated to the EMPLOYEE three (03) months before the end of term of this Agreement. The said three (03) months is inclusive of the annual leave period if that is planned for by the EMPLOYEE at the end of the term of this Agreement.

## **23.0 TERMINATION OF EMPLOYMENT AGREEMENT BY NOTICE OR MONEY IN LIEU WITH NOTICE**

23.1 This Agreement may be terminated by the EMPLOYER through giving the EMPLOYEE due notice or money in lieu of notice. In the case of a continuation of this Agreement, the length of notice or the amount of money in lieu of notice required are as follows:

- a) Length of notice 01 (one) month.
- b) Money in lieu of notice: One month pay.

23.2 The EMPLOYER reserves the right to terminate this Agreement during probationary period without any notice or money in lieu of notice if the EMPLOYEE is found to be incompetent for the post he/she is employed or if he/she is deliberately neglectful in his/ her duties. In such a situation the EMPLOYEE will be repatriated at his/her own expense.

23.3 The EMPLOYEE may terminate this Agreement before the completion of term of this Agreement by giving three months (03) written notice to the EMPLOYER. This period shall also exclude any leave he/she takes after giving notice. In this situation the EMPLOYER will not be required to pay the return airfare. And also the EMPLOYEE would be required to pay back the work permit fee which has been paid to the relevant government ministry and/or department by the EMPLOYER for the remaining term of the Agreement..

23.4 During the second year of the Agreement, the EMPLOYEE may terminate this Agreement by giving six (06) months written notice.

23.5 If the EMPLOYEE decides to resign from his/her post under mutually acceptable circumstances/reasons the EMPLOYEE should give three (03) months notice to the EMPLOYER in writing and also should agree to pay the following to the EMPLOYER.

- a) One month pay.
- b) Work permit fee amount for the remaining term of the Agreement.
- c) Cost of one month's accommodation as per prevalent accommodation rates in Male'.

23.6 If the EMPLOYEE decides to terminate this Agreement on medical grounds, a registered medical practitioner (who is holding a post not lower than consultants' post at IGMH in the relevant specialty) shall

certify that the EMPLOYEE is permanently unfit for the type of work he/she is been engaged or should certify that the EMPLOYEE's medical condition is such that it will take more than thirty (30) days for the EMPLOYEE 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 EMPLOYER.

- a) One month pay.
- b) Work permit fee amount for the remaining term of the Agreement.
- c) Cost of one month's accommodation as per prevalent accommodation rates in Male'.
- d) Initial ticket money which was refunded.

23.7 If the EMPLOYEE and his/her spouse are in shared accommodation and if the spouse is also an EMPLOYEE, then both should pay the cost of accommodation should both parties terminate their Agreement with the EMPLOYER.

#### **24.0 TERMINATION OF EMPLOYMENT AGREEMENT WITHOUT NOTICE OR MONEY IN LIEU WITH NOTICE**

24.1 The EMPLOYER may summarily dismiss the EMPLOYEE without notice or money in lieu of notice if the EMPLOYEE:

- i) willfully disobeys a lawful and reasonable order; or
- ii) misconducts himself/ herself; or
- iii) is found guilty of fraud or dishonesty; or
- iv) is deliberately neglectful in his/her duties; or
- v) violates any law or regulation of the Maldives.

#### **25.0 OTHER RESPONSIBILITIES, NORMS OF CONDUCT AND DISCIPLINE.**

25.1 During the month of Ramadan the EMPLOYEE is not permitted to consume food or smoke in public under any circumstances.

#### **26.0 DRESS CODES**

26.1 The EMPLOYEE's dress code would be subject to the regulation on government employees which requires that all government employees from the level of clerks and higher designations to adhere to a formal dress code.

26.2 All male EMPLOYEES are required to wear decent trousers, shirt, tie and shoes during official working hours.

26.3 Male doctors while in OPD and in General practice OPD should be in the official dress code mentioned above or in scrubs specified by the employees department.

26.4 Female doctors should be in a decent dress which is not provocative or revealing or in scrubs specified by the employees department while they are on IGMH's duty.

26.5 On call doctors attending calls in the hospitals should also follow the same dress code but without the tie.

26.6 If hospital administration decides that doctors in OPD and General Practice OPD should wear doctors coats such a decision should be honoured.

26.7 It is mandatory for the EMPLOYEE to wear the hospital ID card at all times while the EMPLOYEE is in the IGMH premises.

26.8 EMPLOYEE is required to be neatly dressed and well groomed at all times while they are on duty at IGMH.

#### **27.0 HONESTY, RESPECT FOR OTHERS, RESPONSIBILITY AND CONFIDENTIALITY**

27.1 The EMPLOYEE is required to :

- i) maintain the highest standards of personal and academic honesty and integrity; and
- ii) record accurate history and physical findings, test results, and other information pertinent to the care of the patient; and
- iii) communicate truthfully and compassionately with patients and staff both verbally and in writing; and
- iv) treat patients and their families with respect and dignity both in their presence and in discussions with other members of the health care team; and
- v) respect patient autonomy at all times by discussing treatment options with the patient or surrogate; and
- vi) ensure appropriate consultation with the identified family member or guardian when a patient lacks the capacity to make treatment decisions; and
- vii) 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
- viii) regard the confidentiality of patients as a central obligation; and
- ix) recognize his or her own limitations and seek help when his or her level of experience is inadequate; and
- x) be accountable for personal decisions in the workplace; and
- xi) Consult with appropriate individuals when his or her level of expertise is exceeded; and
- xii) 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.

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

27.3 The passport of EMPLOYEE will be kept in the custody of the EMPLOYER during their tenure of service in accordance with this Agreement.. This is to facilitate timely renewal of visa/work permit. However, at the time of collecting the passport, a proper document of identity will be issued to the EMPLOYEE that stipulates passport and employment 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 employed 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 get them.

## **28.0 UNAUTHORISED WORK AND MISUSE OF GOVERNMENT PROPERTY.**

28.1 The EMPLOYER expressly prohibits the EMPLOYEE the use of any property of IGMH 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 work at the IGMH.in accordance with this Agreement.

## **29.0 ACCOMMODATION: MEDICAL OFFICERS TO THE REGISTRAR CATEGORY.**

29.1 The EMPLOYER shall provide the EMPLOYEE with free, reasonably furnished (excludes air-conditioning and television) single room accommodation with cooking facility on sharing basis or an accommodation allowance of MRF. 1500 (Maldivian Rufiyaa One Thousand Five Hundred Only) per every calendar month during the term of this Agreement.

29.2 The EMPLOYER will not be responsible for repair any damage caused to the property or its furniture due to negligence/misuse by the EMPLOYEE, his/her spouse, children or invitees, and the reimbursements for such repairs and damage caused shall be borne by the EMPLOYEE.

## **30.0 ACCOMMODATION: SENIOR REGISTRARS TO THE SENIOR CONSULTANT (SPECIALIST CATEGORY OF DOCTORS HIERRACHY)**

30.1 The EMPLOYER shall provide the EMPLOYEE with free, reasonably furnished (excludes air-conditioning and television) family accommodation flat with not less than two bedrooms if the employee is

married, if single he or she may be provided with single room flat or an accommodation allowance of MRF. 1500. (Maldivian Rufiyaa One Thousand Five Hundred Only) per every calendar month during the term of this Agreement.

### **31.0 ACCOMMODATION: CONSULTANTS TO THE SENIOR CONSULTANTS (SUBSPECIALTY CATEGORY)**

31.1 The EMPLOYER shall provide the EMPLOYEE with free furnished family accommodation flat with not less than two bedrooms if the employee is married, if single he or she may be provided with single room flat or an accommodation allowance of MRF. 1500 (Maldivian Rufiyaa One Thousand Five Hundred Only) per every calendar month during the term of this Agreement.

### **32.0 FORFEITURE OF ACCOMMODATION FACILITY**

32.1 Notwithstanding Clauses 29, 30, and 31 of this Agreement, upon termination of this Agreement, the EMPLOYEE shall vacate the accommodation provided by the EMPLOYER and give vacant possession thereof to the EMPLOYER, with all the furniture, fixtures, fittings and all other items provided by the EMPLOYER in good order and repair (excluding normal wear and tear and damage through any natural cause beyond the control of the EMPLOYEE).

32.2 If the EMPLOYEE fails to comply with the Sub-Clause 32.1 of this Agreement then the EMPLOYEE will be liable to pay damages to the EMPLOYER to cover the cost of repair or replacement of damaged property or fixtures and fittings. If the EMPLOYEE fails to pay the cost of repair or replacement, the EMPLOYER may lodge a claim against the EMPLOYEE in the court of law of Maldives and initiate legal proceedings.

### **33.0 MAINTENANCE OF ACCOMMODATION FACILITY**

33.1 The EMPLOYEE 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 EMPLOYER will not provide items required to maintain the general cleanliness of the premises such as mops, detergents etc. Replacement of burnt bulbs and minor damages to electrical items and change of bed linen and other consumables is the responsibility of the EMPLOYEE.

33.2 Upon regular inspection of the premises provided to the EMPLOYEE by the EMPLOYER, if tidiness and cleanliness is found to be of unacceptable standard, then the EMPLOYER will hire labour to clean such a place and the cost of which shall be paid by the EMPLOYEE. Therefore it is absolutely essential that the premises, furniture and fittings are properly cleaned at least once a week.

33.3 If the EMPLOYEE and his/her spouse is also an EMPLOYEE, then the parties will be considered as one and will be given shared accommodation.

### **34.0 UTILITY COSTS.**

34.1 Notwithstanding, Sub-Clause 33.1, all the utility bills and associated costs and/or expenses shall be borne by the EMPLOYEE even if the EMPLOYEE is residing at the accommodation provided by the EMPLOYER,

34.2 The EMPLOYER will pay for only 20 litres of fresh water per EMPLOYEE per day. Any expense exceeding the same will have to be borne by the EMPLOYEE.

34.3 The EMPLOYER will pay to the EMPLOYEE a total of MRF. 100.00 (Maldivian Rufiyaa One Hundred Only) per month towards electricity. The EMPLOYER shall also pay to the EMPLOYEE the monthly telephone rental charges.

34.4 All telephone charges except those specified in Sub-Clause 34.3 will have to be borne by the EMPLOYEE. It is the responsibility of the EMPLOYEE to pay for internet charges inclusive of installation charges if he/she wishes to obtain the service from a service provider.

34.5 Expenditure on cooking gas and garbage disposal shall be borne by the EMPLOYEE. Usage of kerosene stoves at the accommodation provided in IGMH is strictly prohibited.

34.6 In case of shared accommodations, in order to avoid unnecessary disputes and misunderstanding, it is advised that the settlement of accounts in respect of electricity, water, telephone shall be the collective responsibility of the occupants and not the responsibility of the employer.

### **35.0 WORK PERMIT FEE**

35.1 The EMPLOYER will pay fees levied by the GOVERNMENT for obtaining work permit (work visa) for the EMPLOYEE.

### **36.0 MEDICAL CARE**

36.1 The EMPLOYER will provide free of charge the medical care available at IGMH for the EMPLOYEE and only in accordance with the Staff Welfare Regulation of Indira Gandhi Memorial Hospital. Free Medical care will be provided to acute episodes of illnesses. Free medical care will not be provided to the dependants of the Employee. Life long treatment such as diabetes, hypertension and any cosmetic procedures like scaling, denture, Intra- ocular lens, contact lens are excluded from free medical care provided to the employee.

### **37.0 DEPENDANTS**

37.1 The EMPLOYER shall assist school admission for two (02) children of the employee, in government schools, except in Centre for Higher Secondary Education.

### **38.0 NO PRIOR AGREEMENTS**

38.1 The EMPLOYEE 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 EMPLOYEE further represents and warrants that his/her employment with the EMPLOYER will not require the disclosure or use of any Confidential Information.

### **39.0 DISPUTE RESOLUTION**

39.1 The EMPLOYEE and the EMPLOYER expressly agree that all disputes or controversies arising out of 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 through an Employment Tribunal and/or by initiating legal proceedings in a court of law of the Maldives. The decision of such a tribunal and/or court 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.

### **40.0 NOTICES**

40.1 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 if to the Employee, to the EMPLOYEE's residence as contained in IGMH records, and if to the EMPLOYER, to its principal place of business set forth in the second paragraph of this Agreement.

### **41.0 ASSIGNMENT**

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

### **42.0 ENTIRE AGREEMENT**

42.1 This Agreement constitutes the full and complete understanding and agreement of the parties hereto with respect to any employment of the EMPLOYEE by the EMPLOYER and supersedes all prior agreements and understanding with respect to the subject matter hereof, whether written or oral. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

#### **43.0 GOVERNING LAW**

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

#### **44.0 REMEDIES**

44.1 All remedies hereunder are cumulative, are in addition to any other remedies provided by law 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.

#### **45.0 ALL CONDITIONS OF THIS AGREEMENT**

45.1 The conditions of the Agreement are separate, the validity of each not being dependent upon the other. This Agreement constitutes the entire Agreement between the parties. The breach of any condition of this Agreement is to be considered substantial. This Agreement is executed in two copies, each copy to be considered an original for all purposes.