



Rc: No: (AG)A-2010/8

Gan Regional Hospital
L. Gan',
Republic of Maldives.

Ref. No. GRH-A/MIS/2010/61

EMPLOYMENT AGREEMENT

PREAMBLE

“This Agreement of employment (hereinafter referred to as “the Agreement”) is made and entered into on this **Thursday of 16th September 2010**

BY AND BETWEEN

MINISTRY OF HEALTH AND FAMILY, Republic of Maldives providing health care services. (hereinafter referred to as “the Employer”) which term and expression shall where the context so requires mean its successors in office and assignees,

AND

(Name of Candidate) foreign medical professional.

Nationality:

Passport Number:

Date of Birth: DD/MM/YYYY

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 GAN REGIONAL HOSPITAL (hereinafter referred to as “the EMPLOYER” or and (hereinafter referred to as “the EMPLOYEE”) on this

2.0 COMMENCEMENT OF EMPLOYMENT

2.1 The Employment Agreement is effective from 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

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 place of work)

3.1 The EMPLOYER is employed as **Registered Nurse/Lab Technician/X-ray Technician/Senior Medical Officer** in Thaa Atoll/Gan Regional Hospital and/or health facilities of this region

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 EMPLOYER'S policies, objectives, rules, working practices and protocols.

5.0 THE WORK LOCATION

5.1 The principal place of work is GAN REGIONAL 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 GAN REGIONAL HOSPITAL, L.gan', 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 Gan Regional Hospital. 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 Gan Regional 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 and/or any other fines or penalties resulting from a decision reached by a court of law, and Civil Service Commission of the Maldives in accordance with the laws and regulations of Republic of Maldives.

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

13.2 A monthly salary of Rf.

13.3 Allowance (Including food) of Rf.....

13.4 The EMPLOYEE will be given "Shift Allowance" as per the Civil Service rule per month.

13.5 The EMPLOYEE will be given "Risk Allowance" as per the Civil Service rule per month.

13.6 Overtime pay as follows: Normal working days: 1. 25 times the basic salary for every hour worked, paid on a pro rata basis for the overtime undertaken. Weekends and public holidays: 1.5 times 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. Unauthorised overtime will not be paid.

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

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16.0 SICK LEAVE

16.1 The EMPLOYEE shall be given a maximum of thirty (30) days of paid sick leave, which shall be will 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 sixty (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 of twenty-eight (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. The EMPLOYEE will not be paid during the period this leave.

18.3 The EMPLOYEE will be eligible for paternity leave of three (03) Days following his spouse delivery and to avail this leave he shall provide documentary evidence. In such cases an amount equivalent to the EMPLOYEE's one-week pay shall be deposited, which will be forfeited if the EMPLOYEE violates the conditions of the leave granted.

19.0 CIRCUMCISION LEAVE

19.1 The circumcision leave will be eligible for Muslim EMPLOYEE only, Circumcision leave will be granted for five (05) 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-week pay shall be deposited, which will be forfeited if the EMPLOYEE violates the conditions of the leave granted.

19.2 The Place of work has a registry for recording attendance while reporting for duty. Salaries and other allowance will be paid on the basis of attendance recorded. 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 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 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.

20.0 REPORTING FOR DUTY

20.1 Gan Regional Hospital has a registry 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 in place for the purpose. Forgetting to record attendance not an acceptable excuse under any circumstance for a scheduled non-emergency work. 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 least expensive economy one way airfare to join the duty 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 term and conditions of provided herein, the EMPLOYER will provide one way economy airfare to the same destination.

21.2 The EMPLOYER shall provide return least expensive 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 Once employed, fares for travelling by air or sea from Male' to the workstation in the Maldives shall be borne by the Employer. 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, same shall not be paid for travelling for emergency leaves and also for resignation from the service. All other expenditure related to travelling (for joining / after completing/going on annual leave) outside Maldives shall be borne by the Employee.

21.4 For joining / completion of contract / annual leave, expenses for transportation of luggage by sea shall be borne by the Employer. If luggage is to be transported by air, expenses for excess baggage shall be borne by Employee.

22.0 RENEWAL OF THE EMPLOYEMENT 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 EMPLOYER, 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 management of the Place of work and the same should be copied to EMPLOYER's Personnel Division. The said letter should reach three (03) 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 six months (06) 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 only by giving six (06) months written notice. 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.

23.5 If the EMPLOYEE decides to resign from his/her post before completion of six (06) months of this contract, 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.

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 in the relevant specialty in Maldives) 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.
- 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 Civil Service 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, and shoes or in scrubs specified by the employees department during working hours, including call duties.

26.3 Female EMPLOYEEs should be in a decent dress which is not provocative or revealing or in scrubs specified by the employees department during working hours, including call duties..

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

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

27.0 HONESTY, RESPECT FOR OTHERS, RESPONSIBILITY AND CONFIDENTIALTY

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 To facilitate timely renewal of visa/work permit. The passport of EMPLOYEE will be kept with the EMPLOYER during their tenure of service in accordance with this Agreement, with the consent of the EMPLOYEE. 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 Maldivian who are holders of foreign passports. Spouse of Maldivian 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 EMPLOYER or the government of the Maldives or seeks any direct or indirect benefit in connection with such property for any purpose other than the performance of his duties or work at the Place of Work in accordance with this Agreement.

29.0 ACCOMMODATION: REGISTERED NURSE.

29.1 The EMPLOYER shall provide the EMPLOYEE with free, reasonably furnished (excludes air-conditioning and television) shared room accommodation with cooking facility on sharing basis or an accommodation allowance of MRF. 1500.00 (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 FORFEITURE OF ACCOMMODATION FACILITY

- 30.1 Not with standing Clauses 29 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).
- 30.2 If the EMPLOYEE fails to comply with the Sub-Clause 30.1 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.

31.0 MAINTENANCE OF ACCOMMODATION FACILITY

- 31.1 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.
- 31.2 The EMPLOYER will pay for only 20 Units of fresh water per EMPLOYEE per day, in accommodations with metered water supply. Any expense exceeding the same will have to be borne by the EMPLOYEE.
- 31.3 The EMPLOYER will pay to the EMPLOYEE a total of MRF 100.00 (Maldivian Rufiyaa One Hundred Only) per month towards electricity in Male' and payment of maximum 100 Units of electricity in other Island. The EMPLOYER shall also pay to the EMPLOYEE the monthly telephone rental charges.

32.0 UTILITY COSTS.

- 32.1 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,
- 32.2 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.
- 32.3 The EMPLOYER will pay to the EMPLOYEE a total of MRF 100.00 (Maldivian Rufiyaa One Hundred Only) per month towards electricity in Male' and payment of maximum 100 Units of electricity in other Island. The EMPLOYER shall also pay to the EMPLOYEE the monthly telephone rental charges.
- 32.4 All telephone charges except those specified in Sub-Clause 32.3 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.
- 32.5 Expenditure on cooking gas and garbage disposal shall be borne by the EMPLOYEE. Usage of kerosene stoves at the accommodation provided is strictly prohibited.
- 32.6 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.

33.0 WORK PERMIT FEE

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

34.0 MEDICAL CARE

34.1 The EMPLOYER will provide free of charge the medical care available at IGMH or Health Centre for the EMPLOYEE only. 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.

35.0 DEPENDANTS

35.1 The EMPLOYER shall assist school admission for two (02) children of the employee, in government schools, except in Centre for Higher Secondary Education, and dependant visa application. Employer will not be responsible for payment of school fees or visa fees of the dependents.

36.0 NO PRIOR AGREEMENTS

36.1 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.

37.0 DISPUTE RESOLUTION

37.1 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.

38.0 NOTICES

38.1 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 Gan Regional Hospital records, and if to the EMPLOYER, to its principal place of business set forth in the second paragraph of this Agreement.

39.0 ASSIGNMENT

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

40.0 ENTIRE AGREEMENT

40.1 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.

41.0 GOVERNING LAW

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

42.0 REMEDIES

42.1 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.

43.0 ALL CONDITIONS OF THIS AGREEMENT

43.1 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.

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

Signed by:

Signed by

Name:

Name:

Passport/ID card No.:

ID card No.:

Title:

Title:

Date:

Date:

GRH's seal:

For and on behalf of the EMPLOYEE.

For and on behalf of the EMPLOYER.

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:

Name:

Title:

Title:

ID card No.:

ID card No.:

Date:

Date:

Checked by:

Signed by:

Name:

Title:

ID card No.:

Date: