

# MEMORANDUM OF UNDERSTANDING

## Between



Ministry of Higher Education

Male`



Friendship Association of India-Maldives

Male`

30<sup>th</sup> July 2019



## Memorandum of Understanding

Between

Ministry of Higher Education (MoHE),

Republic of Maldives

And

Friendship Association of India-Maldives (FAIM), Male' / Maldives

This Memorandum of Understanding hereinafter referred to as 'MoU' is executed by the following two Parties:

1. **Ministry of Higher Education (MoHE), on behalf of the Government of Maldives** (hereinafter called and referred to as 'MoHE') on the one part.

And

2. **Friendship Association of India-Maldives (FAIM) (Registration Number: T/2009/136/67), Male' /Maldives** hereinafter referred to as the "FAIM -" which shall include its legal nominees and permitted assignees.

WHEREAS, **Ministry of Higher Education, Republic of Maldives** intends to avail scholarships for undergraduate studies at **Dhaanish Ahmed College Of Engineering, (DACE), India** for Maldivian citizens, stated in the MOU executed by DACE and FAIM on 08<sup>th</sup> March, 2019.

And

WHEREAS, FAIM, has agreed to offer five scholarships to Maldivian candidates, received from DACE, according to the MOU executed by DACE and FAIM on 08<sup>th</sup> March, 2019. This is to pursue Bachelor's Degree courses in Engineering, to the most deserving students, on merit-basis. This selection process should be done by the Ministry of Higher Education. This MOU is in effect for five calendar years from the date of signing.

The Parties agree to the terms and conditions stated hereunder:



MEMORANDUM OF UNDERSTANDING



Page 2 of 6

## I. Obligations of the Ministry of Higher Education, Republic of Maldives

- a) The MoHE shall identify and select suitable candidates for the scholarship.
- b) The MoHE shall announce for the scholarship.
- c) The MoHE shall make all attempts to provide students to meet the full quota of scholarships for each year as indicated in part III of this MoU.
- d) Inform the scholarship awardees in writing and forward the relevant documents to (FAIM). The scholarship is non-transferable once the details of scholarship awardees is shared with FAIM. Transfer of the scholarship to another candidate or programme is not permitted.
- e) The MoHE shall ensure that the awarding of scholarships is done publicly.

## II. Obligations of Friendship Association of India-Maldives (FAIM)

- a) The fees applicable to the scholarship provided by FAIM, is 100% tuition fee free for their entire course (for first five students) from (DACE) indicated in Part III of this MoU. FAIM shall not provide any other expenses such as airfare, stationary fees, accommodation, food or admission fee.
- b) FAIM will accept the Maldivian students for admission into the study programmes specified in part III of this MoU, in the same year of nomination by the Ministry of Higher Education provided such students meet the required by the DACE.

## III. Scholarships and applicable programmes

Course Conditions and DACE Fees for the respective programmes are as follows:

Scholarship Name	: Bachelor's Degree in Engineering
Scholarship Course Duration	: four years
Scholarship Offered from	: Dhaanish Ahmed College of Engineering, Chennai/India
Scholarship offered for	: Five Students of Maldives
Scholarship Condition	: Scholarship to be given to the most deserving students based on merit.
Scholarship Covers	: 100% Tuition fee free for five students for the entire Course.
Application deadline	: 18 <sup>th</sup> <del>September</del> <b>AUGUST.</b>
Class starting date	: 2 <sup>nd</sup> September
Student selection body	: Ministry of Higher Education





School of Engineering Scholarships for Degree Programmes				
UG courses -Duration four years				
B.E - Computer Science and Engineering - 4 years				
B.E - Civil Engineering - 4 years				
B.E - Electrical and Electronics Engineering - 4 years				
B.E - Mechanical Engineering - 4 years				
B.E - in IT Electronics and Communication Engineering - 4 years				
Total fees detail for 4 year Degree Programmes (100% Tuition fees by FAIM, all other expenses are self-funded)				
Year	Tuition fees in INR / per year	Accommodation and Food in INR / per year	Stationary fee in INR / per year	Total fees in INR / per year
Admission fee (One Time Payment)				25,000.00
1 <sup>st</sup> Year	85,000	75,000	15,000	1,75,000.00
2 <sup>nd</sup> Year	85,000	75,000	15,000	1,75,000.00
3 <sup>rd</sup> Year	85,000	75,000	15,000	1,75,000.00
4 <sup>th</sup> Year	85,000	75,000	15,000	1,75,000.00
Total cost for 4 years study including accommodation and food				7,25,000.00

**\*NOTE:** Fees are liable to revision based on currency fluctuations and FAIM will bear the cost of change.

#### IV. Liability

Neither party shall be liable for indirect or consequential damages which may arise in the execution of this MoU.

#### V. Commencement, Renewal, Variation and Termination

- This MoU shall come into force from the date of the last signature and executed by the duly authorised representatives of the parties of this MoU.
- The MoU shall remain in full force and effect until 30<sup>th</sup> July 2023 on the understanding that subject to revision, if necessary, it may be renewed upon such expiry by mutual agreement in writing between the Parties.
- This MoU may be amended, varied or modified only by means of a written agreement executed by both Parties.
- In case both Parties are in agreement as amended, varied or modified MoU could be signed by the Parties. The date of the amendment, variation or modification shall be the date on which the amended, varied or modified MoU is last signed or such other later date as may be agreed by the Parties.



MEMORANDUM OF UNDERSTANDING

*(Handwritten signatures of representatives from both parties)*



- e) Expiry or early termination of this MoU shall not preclude the students already admitted for a study programme from continuing with such study programme for the full duration, unless specifically agreed otherwise by the Parties.
- f) This MoU shall not be assigned or transferred by any of the Parties without the prior written consent of the other Party. This MoU shall be binding on agents, successors and permitted assignees of the Parties.

#### **VI. Review**

Either Party may initiate a review of the operation of this MoU by mutual agreement.

#### **VII. Disclaimer**

Nothing contained herein shall diminish the full autonomy of any party or will impose any constraints or financial obligations on any Party in carrying out this MoU, other than those that have been specifically provided herein.

#### **VIII. Disputes**

Any doubt, difference or dispute arising out of or in connection with this MoU, including interpretation or application of any provision herein contained shall be resolved amicably in good faith by direct negotiations between the Parties within a period of One month.

If the dispute is not resolved by negotiations within one month the parties involved may carry it forward through court proceedings.

#### **IX. Governing Law**

The Laws of The Maldives shall be the governing law of this MoU.

#### **X. Entirety of Agreement**

This MoU, consisting of 8 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

#### **XI. Severability**

Should any portion of this MoU be judicially determined to be illegal or unenforceable, the remainder of the MoU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

#### **XII. Extra Ordinary Events (Force Majeure)**

No Party shall incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any Party of this MoU, if such delay or failure is caused, in whole or in part by events or occurrences or forces beyond the reasonable control (Extra Ordinary Events / Force Majeure) and without the negligence of such Party.



MEMORANDUM OF UNDERSTANDING





### XIII. Definitions and Interpretations

In this document:

**"MoHE"** means the Ministry of Higher Education, of the government of the Republic of Maldives.

**"MoU"** means this Memorandum of Understanding.

**"Maldivian Government"** refers to the Government of the Republic of Maldives.

**"The Parties"** refer to the Ministry of Higher Education, Republic of Maldives and the Friendship Association of India - Maldives / Republic of Maldives.

**XIV. IN WITNESS WHEREOF**, the two Parties mentioned above have hereunder their respective signatures to this MoU in two original copies. The parties to this MoU through their duly authorised representatives have executed this MoU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MoU as set forth herein.

The effective date of this MoU is the date of the signature last affixed to this page.

For and on behalf of  
Friendship Association of India-Maldives



**Mr. Ahmed Amjad**  
President  
Friendship Association of India-Maldives  
Republic of Maldives  
Date: 30<sup>th</sup> July 2019

For and on behalf of  
Ministry of Higher Education



**Ms. Fathimath Hilmy**  
Permanent Secretary  
Ministry of Higher Education  
Republic of Maldives  
Date: 30<sup>th</sup> July 2019



**Mr. Ismail Rasheed**  
General Secretary  
Friendship Association of India-Maldives  
Republic of Maldives  
Date: 30<sup>th</sup> July 2019



**Dr. Abdul Raheem Hasan**  
Director General  
Ministry of Higher Education  
Republic of Maldives  
Date: 30<sup>th</sup> July 2019