





28	<p>تاريخ ابي ابي "الشيخ ابي ابي" (الشيخ ابي ابي)</p> <p>الشيخ ابي ابي "الشيخ ابي ابي" (الشيخ ابي ابي)</p> <p>الشيخ ابي ابي "الشيخ ابي ابي" (الشيخ ابي ابي)</p>	AS 2020-45
28	<p>تاريخ ابي ابي، شيخ ابي ابي، شيخ ابي ابي "الشيخ ابي ابي"</p> <p>الشيخ ابي ابي "الشيخ ابي ابي" (الشيخ ابي ابي)</p>	AS 2020-46
28	<p>تاريخ ابي ابي، شيخ ابي ابي، شيخ ابي ابي "الشيخ ابي ابي"</p> <p>الشيخ ابي ابي "الشيخ ابي ابي" (الشيخ ابي ابي)</p>	AS 2020-47



<p>2020-19 UC</p>	<p>UC 2020-19</p>
-------------------	-----------------------

285 | 8 2020

2020 26 UC-2020-19 2020 19

# MEMORANDUM OF UNDERSTANDING

## BETWEEN



## THE MALDIVES NATIONAL UNIVERSITY

## AND

## HOUSING DEVELOPMENT CORPORATION LIMITED, MALDIVES

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MOU) made on date 2020

### BETWEEN

**THE MALDIVES NATIONAL UNIVERSITY (MNU)**, a university established under **The Maldives National University Act (Law No. 3/2011)** whose address is at **The Maldives National University, Rahdhebai Hin’gun, Malé 20371, Maldives** and shall include its lawful representatives and permitted assigns;

### AND

**Housing Development Corporation Limited (HDC)**, a 100% state-owned enterprise formed by a presidential decree mandated with developing, building and regulating Hulhumale’, a planned city situated in the capital region of Maldives, whose address is at **HDC Building, Third Floor, Hulhumale’, Maldives.**

Hereinafter referred to singularly as “the Party” and collectively as “the Parties”.



## **WHEREAS**

MNU, the premium higher education institute in the country and the largest higher education institution, is mandated by law to conduct, promote and disseminate research and to develop and train human resources, desires to enhance further and strengthen its research capabilities and has taken various initiatives to balance its educational excellence and has made various collaborative arrangements with other institutions and organisations to strengthen its research culture, quality, output and train manpower.

and

HDC undertakes and manages the overall planning and building of the reclaimed city of Hulhumale' – the Maldives biggest and most ambitious urban development project and working towards making Hulhumale' the nation's first sustainable city. Thus, the Corporation collaborates with other institutions to enhance research, train manpower and to identify the structures and means of achieving the goals of creating opportunities for better homes, health, employment and education services in the Maldives.

In consideration of discussions between the Parties and mutual promises and conditions in this MOU, the Parties agree as follows:

### **ARTICLE I: OBJECTIVE**

The Parties, subject to the terms of this MOU and the laws, rules, regulations and national policies from time to time in force in the country, will endeavour to strengthen, promote and develop co-operation between the Parties based on equality and mutual benefit.

### **ARTICLE 2: AREAS OF CO-OPERATION**

Each Party will, subject to the laws, rules, regulations and national policies from time to time in force governing the subject matter, endeavour to consider co-operating in a manner which will support and develop housing-related research and act as a stimulus for a wide range of collaborative activities including but not restricted to:

Mutual Areas:

- i. Develop and conduct joint research projects;
- ii. Co-operate in exchange of and access to information and data to facilitate research; and
- iii. Conduct other activities and programs in areas of mutual interest such as research, training human resources, on the job experience, benefiting both Parties.

Obligations of Housing Development Corporation (HDC)

- i. Involve and give priority to MNU for housing-related research;
- ii. Involve MNU in national housing surveys or statistics dissemination events and share such reports with MNU;
- iii. Provide the opportunity for MNU to train manpower at HDC;



- iv. Provide access to data sets at HDC for MNU researchers (under a confidentiality agreement); and
- v. Provide opportunities for MNU students studying in related fields to get work experience at HDC.

#### Obligations of Maldives National University (MNU)

- i. MNU staff and students shall emphasize research on prioritized areas requested by HDC;
- ii. Support capacity building of HDC staff;
- iii. Involve policy level personnel of HDC in research forums and conferences to facilitate policy formulation based on research evidence; and
- iv. Map housing research conducted by MNU staff and students in priority areas and share records with HDC

### **ARTICLE 3: FINANCIAL ARRANGEMENTS**

The Parties will pay all of their own costs related to the intentions and terms of this MOU, except as otherwise stated in any project agreement between the Parties.

### **ARTICLE 4: EFFECT OF MEMORANDUM OF UNDERSTANDING**

This MOU only serves as a record of the Parties' intentions and does not constitute or create, and is not intended to represent or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or form any legally binding or enforceable obligations, express or implied.

### **ARTICLE 5: NO AGENCY**

Nothing contained herein is construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to represent either Party as the agent of the other.

### **ARTICLE 6: ENTRY INTO EFFECT AND DURATION**

1. This MOU will come into effect on the date of signing and will remain in effect for a period of **THREE (3) years**. This MOU may be extended for a further period as may be agreed in writing by the Parties.
2. Either Party may terminate this MOU by giving written notice to the other at least **TWO (2) months** prior to the proposed date of termination.

### **ARTICLE 7: PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. All rights, title and interest in copyright and other intellectual property rights and all other material supplied by one Party to the other shall, together with any improvements or modifications at all times remain vested with the supplying Party or original owner.
2. Neither Party may gain any right or interest in the other Party's name and logo or the goodwill associated with them, and neither Party may permit any third party to use the other Party's name and logo.



## **ARTICLE 8: SETTLEMENT OF DISPUTES**

In the event of any dispute emerging, the Parties shall make the best efforts to solve the problem amicably and promptly between themselves.

## **ARTICLE 9: NOTICES**

All notices or other documents to be served under this MOU shall be addressed to the Party to be served at its address given in this MOU or any other address as may be notified, with a copy to that Party's Legal Department, if applicable. Such notices may be delivered by hand or sent by fax, or sent by e-mail, or recorded delivery post -

To : **HOUSING DEVELOPMENT CORPORATION**  
HDC Building  
Third Floor, Hulhumale',  
Maldives

Tel no: : (+960) 3353535  
E-mail: : mail@hdc.com.mv

To : **THE MALDIVES NATIONAL UNIVERSITY**  
Central Administration  
RahdhebaiHin'gun, Malé 20371,  
Maldives.

Tel no. : +960 334 5125  
E-mail : secretariat@mnu.edu.mv

## **ARTICLE 10: CONFIDENTIALITY**

1. Each Party shall undertake to observe the confidentiality and secrecy of document, information and other data received from or supplied to, the other Party during the period of the implementation of this MOU or any additional agreement made according to this MOU.
2. For the purpose of Article 2, such information and data include any document, information and data which is disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) prior to, or after, the execution of this MOU, involving academic, research, technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any material, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MOU.

## **ARTICLE 11: SUSPENSION**

Each Party reserves the right for reasons of national security, national interest, public order, and public health to suspend temporarily, either in whole or in part, the implementation of this MOU which suspension shall take effect immediately after notification has been given to the other Party.



**ARTICLE 12 - VARIATION**

The terms stipulated in this MOU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

**IN WITNESS, WHEREOF**, the undersigned duly authorised thereto, have signed this MOU in duplicate in Malé on xxx in the year 2020, in English as original texts.

Signed by  
On behalf of  
**THE MALDIVES NATIONAL UNIVERSITY**

.....

**Dr. Mohamed Shareef**  
Vice-Chancellor

In the presence of: - .....

Signed by  
On behalf of  
**HOUSING DEVELOPMENT CORPORATION**  
**Mr.**

.....

In the presence of: - .....









2. **አስፈላጊ ወይንም ተገቢ የሆኑትን ጥያቄዎች ይጻፉ።**

- ገንዘብ ለማግኘት ወይንም ገንዘብ ለማግኘት ጥያቄዎች ይጻፉ።
- 2.1. ለገንዘብ ለማግኘት ወይንም ገንዘብ ለማግኘት ጥያቄዎች ይጻፉ።
  - 2.2. ለገንዘብ ለማግኘት ወይንም ገንዘብ ለማግኘት ጥያቄዎች ይጻፉ።
  - 2.3. ለገንዘብ ለማግኘት ወይንም ገንዘብ ለማግኘት ጥያቄዎች ይጻፉ።

3. **አስፈላጊ ወይንም ተገቢ የሆኑትን ጥያቄዎች ይጻፉ።**

- 3.1. ገንዘብ ለማግኘት ወይንም ገንዘብ ለማግኘት ጥያቄዎች ይጻፉ።
- 3.2. ገንዘብ ለማግኘት ወይንም ገንዘብ ለማግኘት ጥያቄዎች ይጻፉ።

• (ሀ) የገንዘብ ለማግኘት ወይንም ገንዘብ ለማግኘት ጥያቄዎች ይጻፉ።

ገንዘብ ለማግኘት ወይንም ገንዘብ ለማግኘት ጥያቄዎች ይጻፉ።

ገንዘብ ለማግኘት ወይንም ገንዘብ ለማግኘት ጥያቄዎች ይጻፉ።

ገንዘብ ለማግኘት ወይንም ገንዘብ ለማግኘት ጥያቄዎች ይጻፉ።

ገንዘብ ለማግኘት ወይንም ገንዘብ ለማግኘት ጥያቄዎች ይጻፉ።

• (ለ) የገንዘብ ለማግኘት ወይንም ገንዘብ ለማግኘት ጥያቄዎች ይጻፉ።

ገንዘብ ለማግኘት ወይንም ገንዘብ ለማግኘት ጥያቄዎች ይጻፉ።

ገንዘብ ለማግኘት ወይንም ገንዘብ ለማግኘት ጥያቄዎች ይጻፉ።

ገንዘብ ለማግኘት ወይንም ገንዘብ ለማግኘት ጥያቄዎች ይጻፉ።

ገንዘብ ለማግኘት ወይንም ገንዘብ ለማግኘት ጥያቄዎች ይጻፉ።









**WHEREAS EIFEC is the International Standards organization for compliance in areas that are a threat to international security as of nuclear, biological and chemical armaments proliferation, Weapons of Mass Destruction (WMD), Sanctions. (Export Compliance) whose aim is to contribute to fostering international security and disseminating behaviours of excellence through the effective implementation of the specialized Compliance management framework based on its International Standards.**

**WHEREAS EIFEC has a multidisciplinary knowlegde and competence that allows to define and develop by innovation Standards, guidelines and certification mechanisms for emergency situations or critical areas of any nature.**

**WHEREAS EIFEC is urgently developing new emergency Standards (EIFEC ES2001.06:HBV Series) in international format with the support of UNIFEC, the network of leading world Universities (coordinated by EIFEC itself), and several expert groups such as HEALTHBY and many others.**

**WHEREAS the University of Turin – Italy – through the Department Dbios (DBIOS) has signed a framework agreement with EIFEC on 5 may 2020 aimed at the implementation in Italy of the Health Emergency Risk Compliance in epidemic context Framework. (based on the EIFEC ES2001.06:HBV Series under development and**

**WHEREAS DBIOS will coordinate the academic expertise, experts and Universities departments that will be involved in the initiative**

**WHEREAS MNU is a non-profit, National University with mission to create, discover, preserve disseminate knowledge that is necessary to enhance the lives and livelihoods of people and essential for the cultural, social and economic development of the society**

**WHEREAS MNU collaborates with EIFEC and DBIOS to locally coordinate and implement Compliance for Health Emergency Risk Management in an epidemic Context as agreed in this agreement.**

**WHEREAS Parties have decided to enter into an agreement of co-operation based on the subject matter of the Roadmap: Compliance for Health Emergency Risk Management in an epidemic Context.**

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

### **COOPERATION**

**The scope of co-operation between the Parties shall include the following:**

- 1.a Participation in the Sanitization Standard Working Group (SANS WG) which shall**
  - i. advise on the development and deployment in the Maldives and in the region, of the International Standards EIFEC ES2001.06:HBV Series) issued by the EIFEC Standards Tech Group, and**
  - ii. assist and coordinate with the relevant Maldivian authority for optimization and integration of the national Guidelines and / or other activities**



- iii. prepare and provide the necessary training sessions to operators in the sector, and
- iv. assist in the localization in local language of the new Standards if needed,
- v. introduce and coordinate with organizations able to participate to the assessment and determination of the compliance of products, equipment and processes used in sanitization activities with the relevant national regulations, the indications of the World Health Organization and the Ministry of Health's protocols about sanitization and disinfection of facilities, public spaces and industrial areas in accordance with the new emergency standards EIFEC ES2001.06: HBY series and
- vi. promote the new standards and assist organizations to build and start their management programs for the prevention and containment of the health emergency by Covid-19 or pandemic similar situations;

**1.b Any other assistance that may fall within the scope of this Agreement upon request and acceptance of each Party.**

**This Agreement does not create any agency relationship whatsoever between the Parties and thus neither Party shall, except with the prior written consent of the other Party and except as expressly set out herein, perform any act or function, and shall have any authority to assume or undertake any obligation or liability whether financial or contractual or otherwise for and on behalf or in the name or account of the other Party.**

#### **REMUNERATION**

**As EIFEC is a non-profit organization and the content of this Agreement fall within the Institutional scope of the mission of the Institute, any fees or other cost shall be charged by mutual agreed contract or letter for each case.**

**In case of any special assignment, assistance and activity, additional or supplemental to whatever is to be provided herein, both Party shall negotiate an ad hoc expenses coverage.**

#### **TERMINATION/DURATION**

**This Agreement shall be valid for 3 (three) years from the date herein and may be extended upon mutual agreement, unless is terminated earlier by either Party through a 1 (one) month prior written notice. The termination of the Agreement shall have no effect on the activity that shall be currently in process.**

#### **CONFIDENTIALITY**

**Any proprietary or confidential knowledge or information contained herein and the services, the advisory or each business or operation are confidential and may not be disclosed to any third party, without Parties prior written consent.**





## STANDARD PERFORMANCE

Each Party shall perform their services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted practices used in banking industry and consulting standards.

Each Party shall always act, in respect of any matter relating to this Agreement, as faithful adviser to the other, and shall at all time support and safeguard the legitimate interests in any dealings with third parties.

This Cooperation Agreement does not create any rights and/or obligations whatsoever for either Party except for rendering the cooperation services set out in this Agreement.

## LEGAL OWNERSHIP OF PATENTS AND INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

The ownership of any inventive results, patentable or worthy to be protected through other industrial property instruments, deriving from research or consultancy activity carried out in the frame of the present agreement, will be defined according to the provisions of the internal regulation of both Parties. In any case the ownership or co-ownership of inventions originated during the activities carried out under this framework shall be recognized by Parties to MNU, DBIOS and EIFEC.

## USE OF DISTINCTIVE SIGNS

The Parties shall retain sole ownership of any logos and distinctive signs used in implementation of this agreement, of which they are the owners or licensees, respectively, and any authorization to use such logos and distinctive signs shall not in any way be construed as a trademark license or give rise to any rights to the logo and distinctive signs.

## GOVERNING LAW

The terms of this Agreement shall be read, construed and interpreted in accordance with and governed by Belgian Law and parties hereto submit to jurisdiction of the courts of Belgium.

In Witness whereof the Parties hereto have caused this Agreement to be executed by their respective duly authorized representative on the **day and year** herein.

Signed for and on behalf of

\_\_\_\_\_

\_\_\_\_\_

**Dr. Ilja Gardi  
Shareef  
Chairman  
EIFEC  
National University  
Bruxelles**

**Prof. Director Cristina Giacoma  
President  
DBIOS – UNITO  
Bruxelles**

**Dr. Mohamed  
Vice Chancellor  
The Maldives  
Male', Maldives**





























سرسر	دکټر	آرټيسټ
1- سولاجي آرٽس ۽ سولاجي آرٽس ۽ سولاجي آرٽس		
۱. سولاجي آرٽس	۱. سولاجي آرٽس	۱. سولاجي آرٽس
2- سولاجي آرٽس/سولاجي آرٽس ۽ سولاجي آرٽس ۽ سولاجي آرٽس 2 ڊسٽريڪٽ		
آرٽس ۽ سولاجي آرٽس	۱. سولاجي آرٽس	۱. سولاجي آرٽس
آرٽس ۽ سولاجي آرٽس	۱. سولاجي آرٽس	۱. سولاجي آرٽس
3- سولاجي آرٽس/سولاجي آرٽس ۽ سولاجي آرٽس 3 ڊسٽريڪٽ		
۱. سولاجي آرٽس	۱. سولاجي آرٽس	۱. سولاجي آرٽس
۱. سولاجي آرٽس	۱. سولاجي آرٽس	۱. سولاجي آرٽس
۱. سولاجي آرٽس	۱. سولاجي آرٽس	۱. سولاجي آرٽس
4- سولاجي آرٽس/سولاجي آرٽس ۽ سولاجي آرٽس ۽ سولاجي آرٽس 1 ڊسٽريڪٽ		
۱. سولاجي آرٽس	۱. سولاجي آرٽس	۱. سولاجي آرٽس
5- سولاجي آرٽس/سولاجي آرٽس ۽ سولاجي آرٽس ۽ سولاجي آرٽس 1 ڊسٽريڪٽ		
۱. سولاجي آرٽس	۱. سولاجي آرٽس	۱. سولاجي آرٽس
6- سولاجي آرٽس/سولاجي آرٽس ۽ سولاجي آرٽس ۽ سولاجي آرٽس 4 ڊسٽريڪٽ		
۱. سولاجي آرٽس	۱. سولاجي آرٽس	۱. سولاجي آرٽس
۱. سولاجي آرٽس	۱. سولاجي آرٽس	۱. سولاجي آرٽس
۱. سولاجي آرٽس	۱. سولاجي آرٽس	۱. سولاجي آرٽس
۱. سولاجي آرٽس	۱. سولاجي آرٽس	۱. سولاجي آرٽس

