

# ދިވެހިރާއްޖޭގެ ޖުމްހޫރިއްޔާ ގުޅިގެން



## ދިވެހިރާއްޖޭގެ ޖުމްހޫރިއްޔާ ގުޅިގެން

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**THIS AGREEMENT** dated Thursday, 05 January 2017 (the '**Effective Date**') is made between the following Parties

- (1) **Dhivehi Raajjeyge Gulhun PLC** incorporated and registered in the Republic of Maldives with company number C-0024/1988 whose registered office is at 19 Medhuziyaaraiy Magu, P.O. Box 2082, Male', Republic of Maldives ('**DHIRAAGU**'); and
- (2) **MALDIVES NATIONAL UNIVERSITY (MNU)** ..... registered in the Republic of whose registered office is ....., Male', Republic of Maldives ( '**MNU**' )

DHIRAAGU and MNU are each hereinafter also referred to as the "Party" and collectively, as the "Parties".

#### **RECITALS**

- A. DHIRAAGU is a public limited company that is engaged in the business of providing telecommunication services where Corporate Social Responsibility is a top priority.
- B. MNU is a .....
- C. MNU has four remote campuses in addition to the Main Campus in Male'. The remote campuses are located in H. Dh. Kulhudhuffushi, G. Dh. Thinadhoo, L. Gan and in S. Hithadhoo and will hereinafter be referred to as "**Remote Campuses**". One of the main challenges is the high cost and time involved in having the right teachers being made available at Remote Campuses, especially given the fact that the country is geographically dispersed.
- D. MNU requires a solution to digitally connect all its campuses to share resources in a timely and efficient manner.
- E. DHIRAAGU has agreed to offer a solution by providing DHIRAAGU-MNU Live Teaching under its Corporate Social Responsibility "**CSR**" programme, where youth development is a key focus area for DHIRAAGU and MNU agrees to accept the solution provided by DHIRAAGU.
- F. The Parties agree that the solution referred to in Recital E shall be made on the terms set out in this Agreement.

#### **Interpretation**

***The definitions and rules of interpretation in this clause apply in this Agreement.***

<b>'Business Day'</b>	any day which is not a Friday, Saturday or public holiday in the Maldives;
<b>'Confidential Information'</b>	information that is proprietary or confidential and which is either labelled as such or else which should reasonably to be considered as confidential because of its nature and the manner of its disclosure;
<b>'Dispute'</b>	any question or difference which may arise concerning the construction, meaning or effect of this Agreement, or any matter arising out of or in connection with this Agreement;
<b>'Solution Commencement Date'</b>	Means the date on which DHIRAAGU makes Solution ready for use
<b>'Initial Period'</b>	means a period of 12 months from the Solution Commencement Date.
<b>'Intellectual Property Rights'</b>	means trademarks, service marks, trade names, domain names, get-up, logos, patents, inventions, registered and unregistered design rights, copyrights, database rights and all other similar rights in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to

“Solution”	apply for such registrations;
“Campuses”	means DHIRAAGU-MNU live teaching solution set out in clause 0
“Remote Campuses”	means all campuses of MNU
“Main Campus”	means MNU campuses located in H. Dh. Kulhudhuffushi, G. Dh. Thinadhoo, L. Gan and in S. Hithadhoo
“CSR”	means MNU campus located in K. Male’
“TVC”	means Corporate Social Responsibility Television Commercials or a video clip

**Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.**

**A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.**

**A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.**

**Words in the singular shall include the plural and vice versa.**

**A reference to one gender shall include a reference to the other genders.**

**A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.**

**A reference to writing or written includes faxes but not e-mail.**

**Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.**

**References to clauses and schedules are to the clauses and schedules of this Agreement. References to paragraphs are to paragraphs of the relevant schedule.**

## **Term**

**This Agreement shall commence on the Solution Commencement Date and shall continue in force for the Initial Period (“Term”).**

### **Solution**

**‘DHIRAAGU-MNU Live Teaching’ is a solution designed to digitally connect all Remote Campuses to the main campus of MNU and it will offer real-time connectivity via video conferencing (“Solution”). To provide this Solution, DHIRAAGU has agreed to contribute a system. DHIRAAGU will contribute this system to MNU for free of charge.**

**The system contribution from DHIRAAGU will include the following;**

- i) Video Conferencing Solution which includes the following hardware.
  - A. Video Conferencing End point
  - B. Multipoint Audio/Video bridge
  - C. Video Display Unit
  - D. Recording & Streaming
  - E. Installation and commissioning
- ii) Technical and Operational training 1 session only (Once -off session),
- iii) 12 months Limited Manufacturer support which can be extended for a further period by mutual agreement between the parties. Manufacturer support includes:





## Force majeure

*If either Party fails to perform its obligations under this Agreement due to causes beyond its reasonable control including but not limited to war, fire, blockade, strikes (excluding strikes by its own personnel) infectious disease or natural catastrophe (Force Majeure Event), then that Party shall not be held responsible for any loss or damage which may be incurred by the other Party as a result of such failure provided that, if the performance by the Parties of its duties is substantially prevented for a continuous period of fifteen Business Days (or more than fifteen separate days in any period of thirty Business Days), DHIRAAGU may, on written notice, terminate this Agreement or any part affected by such cause.*

*Each Party will give notice to the other as soon as possible upon becoming aware of a Force Majeure Event that may lead to the invoking of this clause.*

## Limitation of Liability

*Neither Party shall in no event be liable for each other for any indirect, economic, incidental, special, punitive or consequential loss including, without limitation, loss of profit, loss of income, loss of use of the service, loss of good will, loss of anticipated savings, loss of revenue, loss of a commercial opportunity or contract, whether or not the other Party has been advised of the possibility of such loss.*

## Notices

*Any notice or other communication in connection with this Agreement (each, a Notice) shall be in writing; and delivered by hand, fax, pre-paid first class post or courier.*

*A Notice to a Party shall be sent to the address of the Party set out in the commencement of this Agreement and marked as follows;*

For: Dhivehi Raajjeyge Gulhun Plc:  
Attention of:[NAME]  
ADDRESS  
ADDRESS  
Telephone:  
Fax:  
Email:

For: Maldives National University  
Attention of:[NAME]  
ADDRESS  
ADDRESS  
Telephone:  
Fax:  
Email:

*A Notice shall be effective upon receipt and shall be deemed to have been received:*

*at the time of delivery, if delivered by hand, pre-paid first class post or courier; and  
at the time of transmission in legible form, if delivered by fax.*

## Escalation process and dispute resolution

*Any Dispute(s) shall in the first instance be referred for resolution under the Escalation Process and Dispute Resolution procedure set forth in Schedule 1. Neither Party may initiate any legal action until the process has been completed, unless such Party has reasonable cause to do so to avoid damage to its business or Confidential Information or to protect or preserve any right of action it may have.*

*The existence of any Dispute shall not operate to relieve either Party of its obligations under this Agreement unless expressly agreed by the Parties in writing.*



## Governing law and jurisdiction

*This Agreement shall be governed by and interpreted in accordance with the laws of the Maldives and subject to Clause Error! Reference source not found.0, the Parties hereby submit to the exclusive jurisdiction of the Maldivian Courts.*

## Other provisions

**Further Assurance:** *MNU shall from time to time execute such documents and perform such acts and things as DHIRAAGU may reasonably require to give full effect to the provisions of this Agreement and the transactions contemplated by it.*

**Survival:** *Obligations imposed on MNU under clause 6.5 and 6.6 of this Agreement shall survive the expiration of this Agreement for a period of two (2) years from the date of expiration.*

**Entire Agreement:** *This Agreement constitutes the entire agreement between the Parties with respect to the subject of this Agreement and (to the extent permissible by law) supersedes all prior representations or oral or written agreements between the Parties with respect to that subject matter, provided that neither Party is attempting to exclude any liability for fraudulent statements (including fraudulent pre-contractual misrepresentations on which the other Party can be shown to have relied).*

**Inducement:** *Each Party acknowledges that it has not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated into it.*

**Legal Advice:** *Each Party to this Agreement confirms it has received independent legal advice relating to all the matters provided for in this Agreement and agrees, having considered the terms of such clauses and the Agreement as a whole, that the provisions of such clauses and this Agreement are fair and reasonable.*

**Assignment** *This Agreement shall be binding on and inure to the benefit of the Parties and their successors and permitted assigns. MNU may not assign or novate all or any part of their rights or obligations under this Agreement nor any benefit arising under or out of this Agreement without the prior written consent of DHIRAAGU under this Agreement to another member of its group. DHIRAAGU may assign or transfer any of its right or obligation at anytime.*

**Amendment and Variation:** *No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties to it. The expression "variation" shall include any variation, supplement, deletion or replacement however effected.*

**Audit:** *MNU will maintain a complete audit trail and maintain records and supporting documentation of all financial and non-financial transactions relating to this Agreement, and DHIRAAGU shall have the right to audit such transactions upon reasonable notice to MNU. Such audit shall not include the right to review MNU's lump sum rates and/or pricing structures. For the purposes of complying with this clause, MNU will provide full co-operation to DHIRAAGU and its internal and external auditors, inspectors, regulators and representatives.*

**Waiver:** *No failure of either Party to exercise, and no delay by it in exercising, any right, power or remedy in connection with this Agreement (each a Right) shall operate as a waiver of that Right, nor shall any single or partial exercise of any Right preclude any other or further exercise of that Right or the exercise of any other Right.*

**Costs:** *Each Party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.*









نایزایه و بیرونه. بجه ایه دوانه قیسره راسه کوه ایه سوو ایه ایزسره کوهیه ایه راجه ایه  
 و د سوههیه.

گره بجه-ایه ایه دوانه قیسره بیرونه بیرونه ایه بجه ایه ایه بیرونه ایه.

4. گره بجه-ایه ایه دوانه قیسره ایه:

گره بجه-ایه ایه دوانه قیسره بیرونه ایه قیسره قیسره ایه (بیرونه ایه) ایه قیسره ایه  
 بیرونه و بیرونه. د ایه قیسره ایه قیسره ایه بیرونه ایه بیرونه ایه قیسره ایه  
 قیسره ایه، بیرونه ایه قیسره ایه بیرونه ایه بیرونه ایه، د ایه قیسره ایه،  
 بیرونه ایه دوانه قیسره ایه بیرونه ایه بیرونه ایه.

5. ایه قیسره ایه:

بجه-ایه ایه دوانه قیسره ایه قیسره ایه قیسره ایه قیسره ایه، د قیسره ایه ایه  
 و بیرونه، دوانه قیسره ایه ایه قیسره ایه قیسره ایه ایه قیسره ایه. بجه-ایه ایه  
 دوانه قیسره ایه قیسره ایه قیسره ایه قیسره ایه قیسره ایه، د بیرونه ایه،  
 قیسره ایه 125% قیسره ایه قیسره ایه قیسره ایه قیسره ایه، ا قیسره ایه  
 قیسره ایه. قیسره ایه قیسره ایه، قیسره ایه قیسره ایه 150% ایه. قیسره ایه قیسره ایه قیسره ایه  
 قیسره ایه قیسره ایه قیسره ایه قیسره ایه قیسره ایه قیسره ایه قیسره ایه قیسره ایه  
 بیرونه ایه.

6. بیرونه ایه گره بجه-ایه ایه قیسره ایه:

بیرونه ایه قیسره ایه ایه قیسره ایه ایه قیسره ایه، ایه قیسره ایه ایه.

(ا) ایه قیسره ایه، بیرونه ایه قیسره ایه قیسره ایه قیسره ایه، قیسره ایه، قیسره  
 قیسره ایه قیسره ایه قیسره ایه قیسره ایه قیسره ایه قیسره ایه قیسره ایه قیسره ایه  
 قیسره ایه قیسره ایه قیسره ایه قیسره ایه قیسره ایه قیسره ایه قیسره ایه قیسره ایه.

(ب) قیسره ایه قیسره ایه قیسره ایه ایه قیسره ایه قیسره ایه قیسره ایه قیسره ایه.

7. گره قیسره-ایه ایه دوانه قیسره ایه بجه-ایه ایه دوانه قیسره ایه:

قیسره ایه قیسره ایه قیسره ایه.









تفسير القرآن مجازي: 29 المجلد 2015 | ج 5: 179

انہ فریضہ ہے، تاکہ آپ کی اور آپ کے پیروں کی جان بچا جائے، انہ فریضہ ہے، تاکہ آپ کی اور آپ کے پیروں کی جان بچا جائے، انہ فریضہ ہے، تاکہ آپ کی اور آپ کے پیروں کی جان بچا جائے۔

#	مترجم	تفسیر/توضیح	دیکھو
1	انہ فریضہ ہے، تاکہ آپ کی اور آپ کے پیروں کی جان بچا جائے	فَإِنْ جَاءَ مِنْكُمْ رَسُولٌ مَعَكُمْ فَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ	۱
2	۲۔ انہ فریضہ ہے، تاکہ آپ کی اور آپ کے پیروں کی جان بچا جائے	فَإِنْ جَاءَ مِنْكُمْ رَسُولٌ مَعَكُمْ فَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ	۲
3	۳۔ انہ فریضہ ہے، تاکہ آپ کی اور آپ کے پیروں کی جان بچا جائے	فَإِنْ جَاءَ مِنْكُمْ رَسُولٌ مَعَكُمْ فَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ	۳
4	۴۔ انہ فریضہ ہے، تاکہ آپ کی اور آپ کے پیروں کی جان بچا جائے	فَإِنْ جَاءَ مِنْكُمْ رَسُولٌ مَعَكُمْ فَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ	۴
5	۵۔ انہ فریضہ ہے، تاکہ آپ کی اور آپ کے پیروں کی جان بچا جائے	فَإِنْ جَاءَ مِنْكُمْ رَسُولٌ مَعَكُمْ فَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ	۵
6	۶۔ انہ فریضہ ہے، تاکہ آپ کی اور آپ کے پیروں کی جان بچا جائے	فَإِنْ جَاءَ مِنْكُمْ رَسُولٌ مَعَكُمْ فَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ	۶
7	۷۔ انہ فریضہ ہے، تاکہ آپ کی اور آپ کے پیروں کی جان بچا جائے	فَإِنْ جَاءَ مِنْكُمْ رَسُولٌ مَعَكُمْ فَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ	۷
8	۸۔ انہ فریضہ ہے، تاکہ آپ کی اور آپ کے پیروں کی جان بچا جائے	فَإِنْ جَاءَ مِنْكُمْ رَسُولٌ مَعَكُمْ فَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ	۸
9	۹۔ انہ فریضہ ہے، تاکہ آپ کی اور آپ کے پیروں کی جان بچا جائے	فَإِنْ جَاءَ مِنْكُمْ رَسُولٌ مَعَكُمْ فَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ	۹
10	۱۰۔ انہ فریضہ ہے، تاکہ آپ کی اور آپ کے پیروں کی جان بچا جائے	فَإِنْ جَاءَ مِنْكُمْ رَسُولٌ مَعَكُمْ فَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ	۱۰
11	۱۱۔ انہ فریضہ ہے، تاکہ آپ کی اور آپ کے پیروں کی جان بچا جائے	فَإِنْ جَاءَ مِنْكُمْ رَسُولٌ مَعَكُمْ فَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ	۱۱
12	۱۲۔ انہ فریضہ ہے، تاکہ آپ کی اور آپ کے پیروں کی جان بچا جائے	فَإِنْ جَاءَ مِنْكُمْ رَسُولٌ مَعَكُمْ فَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ	۱۲









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