



Memorandum of understanding BETWEEN

Maldives Border Miles

And

(Insert Facility / Business name)

On

Partnership



LOGO

Date

Reference no..../2024/1



MALDIVES BORDER MILES

Memorandum of Understanding on matters related to Partnership

PARTNER DETAILS

Business Name						
Registration Number				Operating License No.		
Business Type	Resort		Guest House		Liveaboard	Hotel

CONTACT INFORMATION

Name & Designation		Name & Designation	
Phone Number		Phone Number	
Email		Email	

OFFER DETAILS ON REWARDS

Offer Availability (The following Rewards are available to Maldives Border Miles members from the partner)

Aida (Bronze)		Antara (Silver)		Abaarana (Gold)	
%	Offer	%	Offer	%	Offer

Free services/ Products	Free services/ Products	Free services/ Products

Offer Time Period _____ to _____

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by;	
<u>Signed for and on behalf of Partner:</u>	
Name	
Title	
Organization	
Date	
Sign	
<u>Witness:</u>	
Name	
Title	
Organization	
Date	
Sign	

This Memorandum of Understanding, (hereinafter this “**MOU**”) is made on 01st January 2024 (hereinafter the “**Effective Date**”) between

BUSINESS NAME (hereinafter referred to as “**BUSINESS NAME**” which expressions shall include its successor-in-title, liquidators and assignees where the context so requires or admits) established under the laws of Maldives (Company Registration No. C-0000/YYYY), having its registered office at **BUSINESS ADDRESS**.

AND

Maldives Border Miles (hereinafter “**Maldives Border Miles**” which expressions shall include its successor-in-title, liquidators and assignees where the context so requires or admits), having its office, at 9th floor M. Star Cloud Building., Malé, Maldives run by Maldives Immigration.

RECOGNIZING that (**Business name**) wishes to become a partner and provide rewards and benefits to Maldives Border Miles members and the program.

WHILE, Maldives Border Miles wishes to enroll (**Business name**) as a partner.

NOW THEREFORE, in consideration of the mutual understandings herein set forth and other valuable considerations, the parties certify that the above information is true and correct in all respects and agree that your participation in the Maldives Border Miles program is subject to the above and the attached terms and conditions.

1. Definitions:

For the purpose of this MOU, the following definitions apply:

“**Program**” Maldives Border Miles is a nationwide, three-tiered (Aida (Bronze), Antara (Silver) and Abaarana (Gold)) tourist loyalty program run by Maldives Immigration. The other joint stakeholders, include the Ministry of Tourism, Maldives Marketing and Public Relations Corporation (MMPRC) and Maldives Airports Company Limited (MACL). Program Members are entitled to Rewards by Partners for the MOU period.

“**Partner**” party affiliated with the Program, who signed up to Maldives Border Miles program as a partner.

“**Members**” are tourists registered to the Program.

“**Reward**” means special benefits offered by partners to the members of the Program. The rewards are based on the tier earned by the members.

“**Credit Points**” can be obtained by tourists for the duration of stay and visits on special occasions. Additionally, points can be obtained on selected services and products identified by Partners. Based on the number of Credit Points, Members can move up the tiers.

“**Eligible Products and Services**” The list of Eligible Products is defined in Reward Scheme.

“Website” means www.bordermiles.mv and www.imuga.immigration.gov.mv.

2. Program Operations:

According to Rewarding Scheme:

- a) Partner will be able to view Members Credit Points using Partner Login ID and Member ID number using the Website.
- b) Partner must provide Reward on Eligible Products and Services under the Program based on the tier earned by the Member.
- c) Credit Points cannot be exchanged for cash nor refunded.
- d) Credit Points cannot not be transferred or sold.

3. Accessing the Website: A unique “Login ID” for the Partner to access the Website will be provided by Maldives Immigration. Partner will be able to verify Member identity with the given login. Partner is responsible for maintaining the confidentiality and activities under login access provided.

Any unauthorized use of Partner login or any other breach of security should be immediately notified to Maldives Immigration.

4. Providing Data: Any data provided to Maldives Immigration by the Partner must be accurate, complete and up-to-date. All data collected under the program can be used for administrating and executing the program in accordance with the applicable laws.

5. Participation in the Program as a Partner: Participation in the Program as a Partner is without any fee to be paid by either party. Partner will provide the offer to any Member claiming reward with their Member ID.

6. Terms: Partner will provide the Offer for the period mentioned in this MOU. Once the initial Offer period expires, the MOU shall continue on a month-to-month basis until either party terminate the MOU. Partner can terminate the participation in the Program by providing us at least 60 days prior written notice of intention to terminate. Partner understands, however, that we can terminate the MOU at any time.

7. Exclusivity: Partner agrees that the Rewards provided to Members shall be unique and not otherwise offered to the general customers.

8. Promotion of the Program: Recognition of partner participation in the program will be promoted through displaying approved signs at your physical location and Maldives Border Miles website, based on a shared understanding. If the partner intends to promote the collaboration differently, prior approval for the method and content must be obtained from us. We will publicize your affiliation with the program in a manner that we believe is beneficial for promoting the overall initiative.

9. License to use Trademarks: To promote the Program, the Partner hereby grants us a non-exclusive, revocable license to use trademarks, service marks, trade names, logos and domain names. In connection with the grant, Partner agrees to have sufficient rights and authority to grant us the foregoing rights. While we will use the marks, we agree that the partner will, at all times, retain full ownership of their marks.

10. Confidentiality: To the extent permitted under the National Laws, the Parties agree to hold in confidence information relating to and communicated under this MOU. All information received by one of the Parties hereto from another Party shall be treated by the receiving Party as confidential and shall not be disclosed or shared to any third Party without the prior written approval of the other Party.

11. Notices: All communications concerning the MOU shall be in writing and shall be deemed to have been duly given. Notices to Partner shall be sent to their email address on the cover page. Notices to us shall be sent to our email partners@bordermiles.mv. Either party may update their mailing or email address by sending prior written notice to the other party in accordance with this section.

12. Compliance with Laws: Both parties agree to comply with all applicable laws and regulations of the Republic of Maldives. The Parties hereby acknowledge and agree that notwithstanding anything to the contrary, this partnership is non-binding and does not create any legal obligations but does not diminish the good faith desire of the Parties to honour the terms and responsibilities stipulated in this MOU.

13. Miscellaneous

a. **Amendments:** The MOU is between both the parties. No other parties themselves has any rights or remedies under the MOU. The MOU may not be modified except in writing signed by authorized persons of both parties.

b. **Severability** If any provision of the MOU is construed to be unenforceable, in whole or in part, the provision shall be construed in a manner to permit its enforceability to the fullest extent permitted by law, and we both agree that all other terms in the MOU shall remain in full force and effect.

c. **Waiver of Contractual Right:** if either of party fails or neglects to enforce any right either of party has under the MOU, it will not be deemed a waiver of either of our rights. Rather, a waiver must be in writing signed by the party waiving its rights.

d. **Dispute Settlement:** All disputes over the interpretation or applications of any provisions of this MOU shall be settled through negotiations or by such means as the Parties will mutually agree.

e. **Force Majeure:** Neither Party shall be liable for any delay or failure to meet its obligations under this MOU due to any cause outside its reasonable control including (without limitation), business interruptions. If performance of this MOU is substantially prevented for a continuous period of 3 (three) months by virtue of any of the aforesaid events then either party may terminate this MOU by written notice to the other.

f. **Governing Law and Jurisdiction:** The MOU shall be governed by the laws of the Republic of Maldives.

g. **Entry into Force;** The MOU shall be effective when both parties have electronically transmitted a copy of the signed MOU.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by	
<u>Signed for and on behalf of Stakeholders:</u>	
Name	Mohamed Shamaan Waheed
Title	Controller General of Immigration
Organization	Maldives Immigration
Date	
Sign	
<u>Witness:</u>	
Name	
Title	
Organization	
Date	
Sign	

