

The Cabinet Resolution No. 31 of 2010 on Sponsoring the UAE National High Secondary School Graduates in Federal Government Sector (Massar Program)

The Cabinet:

- Having reviewed the Constitution; and
- Federal Law No.1 of 1972 regarding functions of Ministries and powers of Ministers and amended laws thereto; and
- Federal Law No.4 of 1984 regarding missions and study assistance; and
- Federal Decree Law No.11 of 2008 regarding Human Resources in Federal Government; and
- Cabinet Resolution No.5 of 1985 regarding financial regulation for Federal Law No.4 of 1984 regarding study missions and study assistance and the amending laws thereof; and
- Resolution of the Cabinet No.13 of 2010 regarding Executive Financial Regulations for Federal Decree Law No. 11 of 2008 regarding Human Resources in Federal Government; and
- As per the submission of the Chairman of the Federal Government Human Resources Authority and consent of the Cabinet.

Resolved: -

Article 1

Definitions

In implementation of this regulation, the following words and expressions shall have the meanings assigned to each of them unless otherwise is specified by the context:

- **State:** United Arab Emirates.
- **Federal Government Sector:** Ministries, Federal Government Authorities and Entities.
- **Authority:** Federal Government Human Resources Authority.
- **Regulation:** Regulation for sponsoring U.A.E. National High Secondary School Graduates in Federal Government (Massar Program) prescribed under provision of this Resolution.

- **Scholarship Awarding Entity:** The Ministry of Federal Entity which grants Higher Secondary School Graduates scholarships as per the provisions of this Resolution.
- **Student Awarded Scholarship:** The person approved to be granted a scholarship among Higher Secondary School Graduates or equivalent in accordance with the provisions of this Regulation.
- **Financial Allocation:** The lump sum paid to the student granted scholarship on monthly basis by scholarship awarding entity.
- **Tuition Fee:** Any fees, allocations and financial expenses paid to academic institution accepting the student granted a scholarship.

Article 2

Scope of Implementation of the Regulation

This Regulation shall be applicable to the scholarships within U.A.E., which shall be provided by the Federal Government Sector for U.A.E. National Higher Secondary School Graduates.

Article 3

Objectives of the Regulation

This Regulation aims at attracting and sponsoring U.A.E. National Higher Secondary School Graduates to obtain Scientific Credentials set out in this Resolution in order to hold the civil positions in Federal Government Sector.

Article 4

Rules of Implementation of the Regulation

1. Scholarships shall be granted to studying specialization that is related to the nature of work and activity of the Federal entity and should be as per the actual requirements for technical and specialized professional positions;
2. The scholarship awarding entity, in coordination with the institution accepting the student, shall provide periodical reports about the progress of study and send a copy of the same to the Authority.
3. The number of annually granted scholarships shall be determined for each entity in proportion to total number of its employees as follows:

Number of Employees at the Entity Concerned	Maximum Number of Scholarships Granted
1 – 300	20
300 – 1000	25
1000 – 3000	40
3000 and above	60

Article 5

Scholarship Requirements

To be considered for the scholarship, you must:

1. be U.A.E. National;
2. have a good conduct;
3. hold Higher Secondary School Certificates or its equivalent with no less than 75% (seventy-five per cent) or a minimum GPA (grade point average) of (3);
4. not have had the Higher Secondary School Certificate for more than three years;
5. not obtain an acceptance from an accredited academic institution in the U.A.E. to obtain one of the following credentials:
 - a) Diploma;
 - b) Higher Diploma;
 - c) Bachelor degree.
6. pass the admission test for receiving scholarship as administered by the scholarship awarding entity for this purpose.
7. not be an employee who combines more than one Scholarship.

8. not have been terminated from any academic institution for any disciplinary reasons or for failure to make regular attendance in the study program without an acceptable excuse;
9. not have been previously terminated for disciplinary reasons by any Government entity.

Article 6

Obligations of the Student Receiving Scholarship

Throughout the entire period of his scholarship, the student receiving such scholarship shall:

1. maintain good reputation and not commit any shameful or disgraceful behavior;
2. observe the rules and regulations of the competent academic institution;
3. not change specialization degree for which he has been nominated to receive scholarship or transfer his study from a University or a College or an Institute or from one Department to another without a prior written consent by the entity granting scholarship;
4. obtain the degree for which he has been nominated to receive a scholarship during the prescribed duration;
5. join the work as a Trainee with the scholarship awarding entity during public holiday and for a maximum period of one month whenever required by such entity;
6. serve the entity awarding scholarship for the duration equivalent to the duration of study or serve any other Government entity, provided that the consent of the concerned Minister should be obtained;
7. give back all expenses and financial allocations spent on him during study to the scholarship awarding entity in case of failure to abide by the provision of this Regulation or the Contract of the Scholarship;

Article 7

Expenses and Financial Allocations

1. The scholarship awarding entity shall bear the study expenses and fees as determined by the academic institution to which the student concerned has been sent.
2. The student receiving scholarship shall be entitled to a monthly payment of AED 4,000 throughout the entire period of study.
3. The scholarship awarding entity, subject to the Cabinet's consent, may exempt the student who has been awarded scholarship and who has not obtained the degree for which he has been nominated to receive such a scholarship within the duration prescribed for this purpose, from giving back all or part of study expenses spent on him if that occurred for reasons beyond his will.

Article 8

Scholarship Contract

1. A contract shall be signed between the entity awarding the scholarship and the student receiving the same as well as the student's guardian in case such student is a minor as per the form attached to this Resolution.
2. The signed contract includes the entire rights and responsibilities of the two parties to the contract in accordance with the terms contained herein.

Article 9

Termination of Scholarship

The scholarship awarding entity may decide to end the student scholarship in any case below:

1. The provisions of this Regulation or scholarship contract are violated.
2. The student has failed in the study program without any excuse acceptable for the entity awarding scholarship.

Article 10

Employment

The entity awarding scholarship shall undertake to employ the student receiving scholarship on an appropriate job grade as per academic qualification or degree obtained during the first three months of obtaining such qualification or degree for which he has been nominated. Moreover, the student accepted to receive such scholarship shall undertake to commence the work with the entity within one month at the latest from the date of being notified about the decision of employment.

Closing Provisions

Article 11

Any provision violating or contradicting the contents of this Resolution shall be rescinded and the concerned Authorities should implement this Resolution each as per the competence of each.

Article 12

This Resolution shall be published in the Official Gazette and shall be effective from the following date of its promulgation.

// Signed //

Mohammed Bin Rashid Al Maktoum

Prime Minister

Issued by us on 1st Ramadan, 1431 Hijri calendar, corresponding to August 11, 2010 (Gregorian calendar)

Scholarship Contract

It is on this day _____, this Contract was executed on / / in the City of _____, United Arab Emirates by and between:

First: Name of the Ministry / Authority / Federal Government Entity

Address: _____
Represented in this Contract by _____ hereinafter referred to as the 'First Party'

Second: - Mr. / Mrs. _____

Address: _____
Represented in this Contract by Mr. _____ as Guardian (in case the student receiving scholarship is a minor), hereinafter referred to as the 'Second Party'

PREAMBLE

Whereas the first party desires to grant the Second Party a scholarship to obtain an academic degree as per the rules set out in the Resolution of Cabinet No. () for the year 2010 regarding sponsoring U.A.E. National Higher Secondary School Graduates (referred to in this Contract as 'Massar Program') _____ level of _____ in the specialization of _____ from _____ (Institute / College / University).

Whereas the Second Party expressed its readiness to receive the scholarship towards obtaining the aforesaid academic degree, both Parties have agreed as hereunder:

Article 1

The foregoing preamble shall be considered as an integral part of this Contract and supplementary to the provisions thereof.

Article 2

The first party has agreed to award a scholarship to the second party and join the _____ Institute/College/University in the U.A.E. for the purpose of obtaining the academic degree of _____ (level) in the specialization of _____ .

Article 3

Duration of the Contract

The duration of the Contract (duration should be specified) shall be effective from _____ and expires on _____ and it shall be renewable as per the First Party's decision.

Article 4

Obligations of the First Party

The First Party shall:

1. pay a financial sum of AED 4,000.00 (UAE Dirham Four Thousand only) per month to the Second Party during the entire period of scholarship;
2. bear all the expenses and tuition fee determined by the academic institution accepting the student concerned;
3. appoint the Second Party within the next three months of obtaining the Degree for which he has been nominated to receive scholarship on an appropriate grade or position commensurate with the study degree obtained;
4. observe any other obligations set out in Massar Program or any other article set out in this Contract.

Article 5

Obligations of the Second Party

Throughout the entire period of scholarship, the Second Party shall:

1. maintain good reputation and should not commit a shameful behavior;
2. observe the rules and regulations as set out by academic institution where the student is enrolled;
3. not change the major for which he has been nominated to receive scholarship or transfer his study program from a University or a College or an Institute to another Department only without a prior written approval by the Party entity awarding such scholarship;
4. not join any other entity with or without pay if he has not received a prior written consent of the entity awarding scholarship;

5. obtain the Degree for which he has been nominated to receive scholarship during the prescribed duration;
6. join the work as a Trainee with the entity awarding scholarship during public holiday and for a maximum period of one month upon the request of the First Party;
7. provide service to the first party or any other Government entity approved by the Minister or the Chairman of the competent entity for an equal period to the period of scholarship and commence the work within one month as the latest from the date of being informed about the date of employment;
8. fulfill any other obligations set out in Massar Program or any other article contained in this Contract.

Article 6

Breach of Obligations by First Party

The Second Party shall not have the right to abstain from implementation of this Contract or terminate the same in case the First Party fails to fulfill any of the obligations imposed under the Contract and the Second Party reserves the right to claim compensation for any losses or damages incurred in this case.

Article 7

Breach of Obligations by Second Party

1. In case the Second Party fails to fulfill any of the obligations envisioned in this Contract or set out in Massar Program, he shall undertake to give back all expenses and financial allocations spent during study to the entity awarding him scholarship.
2. The First Party may suspend payment of the monthly allocations prescribed to the Second Party under this Contract as per the contents of the periodical reports sent by the academic institution where the student concerned is enrolled in the following cases:
 - a) Repeated absence of the Second Party and irregularity and failure to keep attendance to the study program on a regular basis without acceptable reasons;
 - b) Second Party's GPA less than (3);

c) Withdrawal of the Second Party or his failure to appear for the prescribed examinations without any reason acceptable to the First Party;

Article 8

Termination of Contract

The First Party may terminate this Contract in the following cases:

1. The Second Party breach of any of the obligations imposed under this Contract or set out in Massar Program;
2. Lower study attainment level of the Second Party without a reason acceptable to the First Party as per the academic performance reports issued by appropriate academic institution;
3. Withdrawal of the Second Party from study program or failure to appear for the prescribed examinations without an excuse acceptable to the First Party;
4. Failure of the Second Party to obtain the credit hours for Graduation during the period of Contract;
5. In case the First Party is convicted by a crime in breach of trust and honor.

Article 9

Requests and Notices

1. Any request or notice served by either Party to the other in connection with execution of the contents of this Contract should be written in Arabic language and should be handed over to the recipient as per the address mentioned in this Contract;
2. The Second Party should verify that such requests and notices sent to the First Party are received at the Office of the First Party and by the competent Department, where this shall occur when the Second Party receives a notice from the First Party acknowledging receipt.

Article 10

Documents and Instruments

All documents and instruments submitted by either party to the other in connection with execution of this Contract shall be considered as integral to the

provisions of this Contract. In the event of any conflict or discrepancy between the contents of such documents and instruments, what is construed and decided by the First Party in this regard shall prevail.

Article 11

The Applicable Law

This Contract shall be subject to and construed as per the decision of the Cabinet regarding the regulation for sponsoring U.A.E. National Higher Secondary School Graduates in Federal Government Sector (Massar Program) and in accordance with the U.A.E. applicable laws.

Article 12

Jurisdiction

All disputes, claims and legal actions arising between both Parties in connection with validity of this Contract, execution or interpretation of the same shall be subject to the jurisdiction of U.A.E. Courts.

Article 13

This Contract is executed in two identical copies; each Party has received a copy of the same to act accordingly.

First Party Mr./Mrs. _____	Second Party Name of Ministry/Authority/Federal Government Entity
Entity's Representative: _____	Name of Student Receiving Scholarship: _____ Name of Guardian (if the student receiving scholarship is a minor): _____
Job _____ Title: _____	Designation: _____
Signature: _____	Student Receiving Scholarship's Signature: _____

Stamp: _____	Signature of Guardian (if the student receiving scholarship is a minor): _____

Emblem of the United Arab Emirates

The Cabinet

This translation of the text of Federal Law by Decree No. 11 of 2008 on human resources in the federal government and amendments thereof for the purpose of identifying articles of the law and have no legal authority and the Arabic text in the case of disagreement.