



## REPUBLIC OF VANUATU

### FOREIGN SERVICES ACT NO.22 OF 2008

#### **Terms and Conditions of Appointment as the Ambassador Extraordinary and Plenipotentiary of the Republic of Vanuatu to the United Nations Order No. 72 of 2010**

In exercise of the powers conferred on me by section 18 of the Foreign Services Act No. 22 of 2008, I, the Honourable JOE NATUMAN, Minister of Foreign Affairs and External Trade, make the following Order.

#### **1 Terms and Conditions**

The terms and conditions of the appointment of Mr Donald Kalpokas MASIKEVANUA as the Ambassador Extraordinary and Plenipotentiary of the Republic of Vanuatu to the United Nations (UN) are set out in the Schedule.

#### **2 Commencement**

This terms and conditions come into force on the day on which it is made.

Made at Port Vila this 8<sup>th</sup> day of September, 2010.

  
Honorable JOE NATUMAN  
Minister of Foreign Affairs and External Trade



## **SCHEDULE**

**1** For the purposes of providing for the terms and conditions of employment of Donald Kalpokas MASIKEVANUA:

- (a) **Employer** means the Government of the Republic of Vanuatu Government
- (b) **Employee** means Mr Donald Kalpokas MASIKEVANUA.

### **2 DUTIES OF HEAD OF MISSION**

2.1 The Employee has the following duties:

- (a) to manage and direct the mission, its resources and activities; and
- (b) to advance the interests of the Government with the UN Secretariat and other UN organizations and development partners; and
- (c) to maintain friendly relations with the host Organization and other Missions accredited to the United Nations (UN) in New York; and
- (d) to coordinate the official activities of the various Departments and Agencies of the Government (including promotion of investment, trade and tourism); and
- (e) to provide quarterly written reports as well as an annual report to the Minister and the Director General of the Ministry of Foreign Affairs and External Trade (hereinafter called "The Ministry"); and
- (f) to carry out quarterly mission's staff performance appraisal and send it to the Minister and Director General of the Ministry; and
- (g) to collaborate with the Department of Foreign Affairs (hereinafter called "The Department") on the Head of Mission's performance appraisal quarterly; and
- (h) to carry out such other legal duties in line with this appointment as may be assigned by the Minister or the Director General of the Ministry from time to time.

### **3 OFFICIAL DUTIES TO HAVE PRIORITY**

3.1 The Employee:

- (a) must only devote the whole of his time to his employment on matters that directly concerns the Employer; and
- (b) must not engage himself or act as an employee, agent or principal of any person, corporate body or any organization on any lawful activities/ dealings in the capacity of the Ambassador of the Republic of Vanuatu during his period of employment; and
- (c) must use his best endeavours and take all such proper steps or precautions as may be required, appropriate or necessary to prevent the loss, destruction, damage or waste of any deeds, writing, papers, books, monies, assets or other property of the Mission; and
- (d) must at all times comply with the requirements of this Agreement and all relevant legislations of the Republic of Vanuatu.

#### **4 CONFIDENTIALITY**

- 4.1 The Employee must not at any time whether during his employment or at any time thereafter (except so far as is necessary and proper in the ordinary course of this employment) make public or disclose to any person any information if:
- (a) the information relates to any dealing or matter relating to national security or protected under legislation; and
  - (b) the information came to his knowledge in the course of his employment by the Employer as Ambassador.

#### **5 REMUNERATION, ALLOWANCES AND BENEFITS**

- 5.1 The remuneration of the Employee is a monthly salary of USD 5,000.
- 5.2 The Employee is entitled to the following allowances and benefits:
- (a) use, subject to budget, of one car for official duties and use incidental thereto serviced and maintained at Government expenses;
  - (b) an accountable entertainment allowance of USD 500 per month;
  - (c) a housing allowance not exceeding USD 4,000 per month;
  - (d) transport allowance, in the absence of official vehicle, USD 400 per month;
  - (e) medical insurance cover not exceeding USD 3,000 per annum;

- (f) the payment of most economical route return ticket between Port Vila and the Mission once per year; In the event where the employee returns to Port Vila for an unofficial commitment, he shall be held responsible for the payment of his return ticket to his place of duty.
- (g) the employee is NOT entitled to any child allowance;
- (h) the employee is NOT entitled to family holiday costs from the Public fund;
- (i) the employee is entitled to family (Children under 18) return ticket of most economical route at the end of this contract. The employee is personally accountable for any ticket expense for his family that may occur before the end of this Agreement.

5.3 The Employer may deduct a proportionate amount from the Employee's remuneration for every day of absence from his employment location taken without prior permission of the Employer except for absence by reason of incapacity through illness or injury.

5.4 In the case of absence by reason of incapacity through illness or injury for a period of more than two consecutive working days, the certificate of a duly qualified medical practitioner as to the cause of the incapacity must be produced or sent to the Employer.

## **6 ANNUAL LEAVE AND SICK LEAVE**

6.1 The Employee is entitled to take annual leave upon approval by the Employer, and such leave is to be calculated at the rate of one and three-quarter working days for every month of service.

6.2 The Employee is entitled to take sick leave at the rate of 21 days per 12 months of service. Where in any period of 12 months the Employee takes sick leave exceeding 21 days, such number of days taken in excess of the 12 days must be taken as leave without pay.

6.3 No sick leave for a period of more than two consecutive working days is valid unless supported by a certificate by a duly qualified practitioner.

## **7 TERMINATION OF CONTRACT AND RESIGNATION FROM OFFICE**

7.1 This contract will automatically be terminated by the Employer if the employee:

- (a) is convicted of an offence inside or outside Vanuatu that is listed under section 27(2) of the Leadership Code Act No. 2 of 1998; or

- (b) is incapacitated by an illness; or
- (c) ceases to be a citizen of Vanuatu; or
- (d) becomes bankrupt inside or outside Vanuatu; or
- (e) has not complied with the terms of his performance agreement signed with the Employer; or
- (f) has breached the provisions of section 5 of this Agreement.

7.2 The Employee may resign at any time by giving three (3) months notice in writing to the Employer.

7.3 The Employer may terminate this agreement at any time by giving 3 months notice in writing to the Employee for reasons specified under section 9.1 (b), (c) and (d).

7.4 The agreement will be terminated immediately for causes specified under section 9.1 (a), (e) and (f).

## **8 SURRENDER OF GOVERNMENT PROPERTY**

8.1 Upon termination of this Agreement, the Employee shall promptly deliver up to the Employer (whether or not demand therefore is given by the Employer) all stores, articles, property, files, motor vehicle or other assets and any other materials belonging to the Government.

8.2 If upon termination of employment the Employee is occupying a Government House, he shall deliver up to the Government such house and vacate the same not more than 30 days after his employment has ceased and any occupation of any Government house beyond his said period of time shall constitute trespass and render the Employee liable to be evicted from such house.