



REPUBLIC OF VANUATU

FOREIGN SERVICES ACT NO. 20 OF 2013

Terms and Conditions of Appointment as the Ambassador Extraordinary and Plenipotentiary of the Republic of Vanuatu to the People's Republic of China Order No. 51 of 2014

In exercise of the powers conferred on me by subsection 36(1) of the Foreign Services Act No. 20 of 2013, I, the Honourable EDWARD NIPAKE NATAPEI, Deputy Prime Minister and Minister International Cooperation and External Trade after consultation with the Director General of the Ministry of International Cooperation and External Trade, make the following Order.

1 Terms and Conditions

The terms and conditions of appointment of Mr. SELA MOLISA as the Ambassador Extraordinary and Plenipotentiary of the Republic of Vanuatu to the People's Republic of China are set out in the Schedule.

2 Commencement

This Order commences on the day on which it is made.

Made at Port Vila this 4th day of February, 2014.

**Honourable EDWARD NIPAKE NATAPEI
Deputy Prime Minister and Minister of
International Cooperation and External Trade**

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1 Interpretation

For the purpose of providing for the terms and conditions of employment of Mr. Sela Molisa as the Ambassador:

- (a) **Employer** means the Government of the Republic of Vanuatu;
- (b) **Employee** means Mr. Sela Molisa.

2 Duties of Employee

The Employee has the following duties:

- (a) to manage and direct the Mission, its resources and activities; and
- (b) to maintain friendly relations with the host country, the People's Republic of China; and
- (c) to coordinate the official activities of the various Departments and Agencies of the Government of the Republic of Vanuatu (including promotion of investment, trade and tourism); and
- (d) to advance the interests of the Government of the Republic of Vanuatu with the People's Republic of China; 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, International Cooperation and External Trade (hereinafter called "The Ministry"); and
- (f) to carry out quarterly Mission's staff performance appraisal and sent it to the Minister and Director General of the Ministry; and
- (g) to collaborate with the Department of Foreign Affairs and International Cooperation (hereinafter called "The Department") on the Head of Mission's performance appraisal quarterly; and

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- (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

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 Extraordinary and Plenipotentiary 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 laws of the Republic of Vanuatu.

4 Confidentiality

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 Extraordinary and Plenipotentiary.

5 Remuneration, Allowances and benefits

- (1) The remuneration of the Employee is a monthly salary of USD 5,000.00.

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- (2) The Employee is entitled to the following allowances and benefits:
- (a) a Child Allowance of USD98.00 per Child per month if the child is under 18 years. The Child Allowance is only applicable for 2 children;
 - (b) a one-off payment of USD1,948.00 clothing allowance;
 - (c) domestic (within jurisdiction) Duty Travel Allowance of USD195.00 per day for the first 7 days. After first 7 days, the Domestic Travel allowance will be reduced by 50%;
 - (d) domestic (within jurisdiction) In-Service Training Allowance of USD 98.00 per day commencing from date of workshop or training begins and ends when workshop ends. This is only applicable if the training is approved by the Employer;
 - (e) education Allowance of USD487.00 per Child per school term. The education allowance is only applicable to children under the age of 18;
 - (f) a one-off payment of establishment Allowance for permanent posting to overseas Missions of USD1,948.00;
 - (g) a Housing Allowance of USD3,896.00 per month;
 - (h) medical Allowance of USD3,896.00 per annum. The medical allowance will only be paid through refund of receipts by medical practitioners;
 - (i) no transport allowance will be provided as the Embassy has a vehicle;
 - (j) overseas' Mission travel allowances that are claimable upon endorsement by the Employer;
 - (k) spouse Support Allowance USD292.00 per month that is payable only to a legal spouse/partner and will be paid only if a spouse accompanies his/her working partner in the Mission (based overseas);
 - (l) currency Exchange Rate & Bank Cost Provision of USD682.00 per annum.



6 Annual Leave and Sick Leave

- (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.
- (2) The Employee is entitled to take sick leave at the rate of 21 days for 12 months of service. Where in any period of 12 months the Employee takes a sick leave exceeding 21 days, such number of days taken in excess of the 21 days must be taken as leave without pay.
- (3) No sick leave for a period of more than two consecutive working days is valid unless supported by a medical certificate by a duly qualified practitioner.

7 Use of the Embassy's Vehicle(s)

The Employee may use a vehicle belonging to the Ambassador Extraordinary and Plenipotentiary for official purposes only.

8 Termination and resignation from office

- (1) The Employer may in writing recall the Employee if he:
 - (a) ceases to be a citizen of Vanuatu; or
 - (b) becomes bankrupt within or outside Vanuatu; or
 - (c) is convicted of an offence within or outside Vanuatu that is listed under subsection 27(2) of the Leadership Code Act [CAP 240]; or
 - (d) is convicted of offences other than those under 11 (1)(c); or
 - (e) is incapacitated by an illness; or
 - (f) is not complying with his or her performance agreement with the Employer; or
 - (g) is regularly absent from functions without providing reasonable excuse to the Employer; or

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- (h) commits the State to any bilateral agreement without authorization from the Employer; or
 - (i) consistently travels for unofficial purposes without obtaining prior approval from the Employer; or
 - (j) disclosing information to the media without obtaining authorization from the Employer; or
 - (k) breaches the Public Finance and Economic Management Act [CAP 244]; or
 - (l) has acted contrary to the instructions given by the Employer; or
 - (m) brings into disrepute the integrity and reputation of Vanuatu; or
 - (n) acts contrary to the Government's foreign policy.
- (2) The Employee may resign at any time by giving 3 months notice in writing to the Minister.

9 SURRENDER OF GOVERNMENT PROPERTY

Upon termination of this Agreement, the Employee is to deliver up to the Employer (whether or not demanded therefore is given by the Employer) all stores, articles, property, files, motor vehicle or other assets and any other materials as well as to vacate any premises occupied by the Employee by reason of his appointment hereunder belonging to the Government.