



## REPUBLIC OF VANUATU

### FOREIGN SERVICES ACT NO.22 OF 2008

#### Terms and Conditions of Appointment of Mr. Nguk Yang Dennis NAI as the Ambassador Extraordinary and Plenipotentiary of the Republic of Vanuatu to the People's Republic of China Order No. 169 of 2012

In exercise of the powers conferred on me by section 18 of the Foreign Services Act No. 22 of 2008, I, the Honourable ALFRED CARLOT, Minister of Foreign Affairs, make the following Order.

#### 1 Terms and Conditions

The terms and conditions of appointment of Mr. Nguk Yang Dennis NAI 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

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

Made at Port Vila this 4<sup>th</sup> day of December, 2012.

  
  
Honourable ALFRED CARLOT  
Minister of Foreign Affairs and External Trade

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For the purpose of providing for the terms and conditions of employment of Nguk Yang Dennis NAI:

### 1 Definitions and interpretations

The following words and expressions shall have the following meanings:

- ‘Department’** means the Department of Foreign Affairs;
- ‘Director General’** means the Director General of the Ministry of Foreign Affairs;
- ‘Employee’** means His Excellency Mr. Nguk Yang Dennis NAI, the Officer appointed as Ambassador Extraordinary and Plenipotentiary of the Republic of Vanuatu to the People’s Republic of China;
- ‘Employer’** means the Minister responsible for the Ministry of Foreign;
- ‘Ministry’** means Ministry of Foreign Affairs;
- ‘Parties’** means Parties to this Terms and Conditions and ‘a Party’ means either party to this Term and Conditions;

### 2 Duties of the employee

- (1) The Employee has the following duties:
- (a) To manage and direct the mission, its resources and activities;
  - (b) To provide a biannual written report on the budget expenditure of the Vanuatu Embassy in China;
  - (c) To coordinate the official activities of the various Departments and Agencies of the Government (including promotion of investment, trade and tourism);
  - (d) To maintain and promote a friendly bilateral relationship with the host country;
  - (e) To provide quarterly written reports as well as an annual report to the Director General and the Employer;

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- (f) To carry out quarterly mission's staff performance appraisal for submission to the Director General and Employer;
- (g) Such other legal duties in line with this appointment as may be assigned to by the Director General and Employer from time to time.

### **3 Performance Appraisal**

- (1) The Employee's performance shall be appraised every twelve (12) months.
- (2) The Employee's immediate supervisor shall be the Director General.
- (3) The Appraisal Panel shall assist the Employer to appraise the Appointee's performance.
- (4) The Appraisal Panel shall thereafter forward the signed Appraisal Report to the Employee for his/her comments.
- (5) Having obtained the Employee's comments the Appraisal Panel shall submit the Appraisal Report to the Director General for purposes of assessing the performance of the Employee against these Terms and Conditions.
- (6) The assessment of the Director General shall then be submitted to the Employer for a decision.

### **3 Salary, Allowances and other benefits**

- (1) The remuneration of the Employee is a monthly allowance of USD 5,000.
- (2) The Employee is entitled a return travel air ticket for spouse and immediate children under the age of 18 years on commencement and end of contract, by the most economical route; and

### **4 Termination of contract and resignation from office**

- (1) This agreement 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 [CAP 240]; or
  - (b) is incapacitated by an illness; or



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- (c) cease 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 Clause 5 of his Employment Agreement.
- (2) The Employee may resign at any time by giving three (3) months notice in writing to the Employer.
- (3) The Employer may terminate this agreement at any time by giving 3 months notice in writing to the Employee for reasons specified under paragraphs 4(1) (b), (c) and (d).

### **5 Absences from duty**

- (1) The Employee must inform the Director General of their absences from duty and complete the appropriate Leave Application Form.
- (2) If the Employee is absent for medical reason, he must submit a medical certificate certified by a medical practitioner to the Director General as soon as practicable.
- (3) If the staff does not return to duty at the end of a period of approved leave (or fail to report for duty on any given work day) he is to be regarded as being absent without approval and accordingly, immediate action is to be taken to stop payment of his salary until such time as they return to work.

### **6 Travels**

- (1) The Appointee shall be entitled to travel allowances when he is on official travel subject to endorsement by the Director General and approval of the Minister.
- (2) All other overseas travel on official and personal matters must be approved by the Minister on the recommendation of the Director General.

### **7 Additional obligations**

- (1) All work produced by the Employee under the Agreement is the property of the Government and the Government shall have all intellectual property

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rights in or arising from that work including, but not limited to, copyright, patent, trademark and design rights.

- (2) The Employee shall deliver to the Ministry all official information and all other Government property in the Appointee's possession upon termination of this Agreement.
- (3) The rights created and the obligations imposed under subclause 7(1) to the extent that that paragraph imposes obligations on the Appointee in relation to the use of official information, survive the termination of this Agreement.
- (4) The Foreign Service Act and all other Laws of the Republic of Vanuatu shall apply to the Employee.

### **8 Confidentiality**

- (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 his 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 Consul General.

### **9 Governing law**

This Terms and Conditions of appointment is governed by and construed in accordance with the Laws of the Republic of Vanuatu and the Appointee agrees to submit to the non-exclusive jurisdiction of the courts of Vanuatu.