




1

**AGREEMENT FOR THE ENGAGEMENT OF AN ADVISER
[FINANCIAL MATTERS] WITH THE MINISTRY FOR JUSTICE,
CULTURE AND LOCAL GOVERNMENT**

1. Agreement made on the 19 August 2014 between the Government of Malta, represented by Ms Paulanne Mamo, Permanent Secretary within the Ministry for Justice, Culture and Local Government, and Mr Brian Tonna of _____ hereinafter called the Adviser) for services to be rendered to the Ministry for Justice, Culture and Local Government and for any other duties which may be assigned to him by the Minister.
2. The Adviser undertakes to perform his duties faithfully and diligently for a period of one year, on full time basis, and will act in all respects according to the instructions or directives given to him by the Minister.
3. The agreement is effective for a period of one year with effect from the 1st September, 2014.
4. Since, for the purpose of LN 51/2007 entitled *Contracts of Service for a Fixed Term Regulations, 2007*, as amended by LN 239/08, there is an objective reason why an incumbent in this position should not attain indefinite status if employed in excess of the legal limit stipulated in these Regulations, this being the fact that he is engaged on a person of trust basis.
5. The Adviser shall, unless otherwise requested by the Minister, give his advisory expertise in relation to financial matters.
6. The Adviser shall be expected to work an average of forty (40) hours per week and any additional periods according to the exigencies of the Ministry, however, he will not be entitled to any extra remuneration.
7. The salary of the Adviser shall be the Scale 3 (equivalent to €34,684 in 2014) paid pro-rata according to the number of hours stipulated in Clause 6 of this agreement. In addition, he shall be entitled to the following benefits:
 - a) Expertise Allowance: €20,000
 - b) Expense Allowance: €2,000
 - c) ADSL/Mobile allowance: €815 p.a.:
 - d) Car allowance: €4,659 p.a.
8. The Adviser takes on a position of trust and shall conform to general Government rules and regulations in force from time to time.
9. The Adviser is expressly prohibited from participating in any way in all forms of tenders for supply and other forms of service and / or supply purchase requests issued by the Ministry.

 1/3 



10. If the Adviser shall be compelled by reason of ill-health (not caused by his own misconduct) to resign office or if at any time it shall be certified by a duly qualified medical officer employed by the Government that he is incapable by reason of any infirmity of mind or body (not caused by his own misconduct) of rendering further effective service, the salary shall be paid up to the date of such resignation or certificate.
11. The Adviser shall be entitled full-pay sick leave for thirty (30) working days and half-pay sick leave for a similar period. A certificate signed by a duly qualified medical officer employed by the Government shall be the conclusive evidence on the question as to whether the Adviser was compelled to resign his office by reason of ill-health within the meaning of Clause 10 of this Agreement.
12. The Adviser shall be entitled to 192 hours vacation leave on full pay to be availed of on such days as the Minister shall approve.
13. The Adviser will not be entitled to any other benefits apart from those stipulated in the preceding paragraphs. The Adviser will not be entitled to such concessions applicable to permanent public officers as parental leave, responsibility leave and reduced hours.
14. The Adviser shall conform to general Government rules and regulations in force from time to time.
15. If the Adviser shall at any time after signing hereof, neglect or refuse for any cause (other than ill-health not caused by his own misconduct) or become unable to perform any of his duties or to comply with any order, or shall disclose any information respecting the affairs of the Government to any unauthorised person/s or shall in any manner misconduct himself, his employment may be terminated forthwith and thereby all rights and advantages reserved to him by this Agreement shall cease.
16. This Agreement may be terminated by the Government at any time on one month's notice in writing or a payment of two weeks' salary.
17. The Adviser may at any time after expiration of one month from the commencement of the Agreement date, terminate his engagement by giving one month's notice in writing or paying the Government two weeks' salary.
18. In the event of a change of Government or Minister/Parliamentary Secretary, when the Adviser would be expected to offer his resignation, the agreement may be terminated by either party forthwith. The Adviser shall continue to receive the salary stipulated to the end of the month of such termination.
19. If the Adviser determines his engagement otherwise than in accordance with this Agreement, he shall be liable to pay as liquidated damages one month's salary.

gm 2/3 1

20. In the event of pecuniary damage arising from disregarding or failing to comply with any order, standing order, or instruction given by the Minister or from any neglect of duty whatsoever on his part, the Adviser may be liable to a deduction from his salary to make good the damage or any part thereof, the amount of which shall be fixed by the Government.
21. One month prior to the completion of service under this Agreement the Advisor shall give notice in writing to the Government whether he desires to remain in employment and the Government shall thereupon determine whether it will extend his engagement for a further period.
22. If the Government offers him an extension for his engagement this shall be on such terms and for such periods as may be mutually agreed upon.

The parties intending to be legally bound are therefore signing this Agreement on the date set hereunder

Signed by, on behalf of the
Government of Malta



Ms Paulanne Mamo
Permanent Secretary
Ministry for Justice, Culture and Local Government

Signed by:



Mr Brian Tonna
ID. No:

Witnessed by:



Mr Mario Azzopardi
Director Corporate Services
Ministry for Justice, Culture and Local Government

Date

19 August 2014
