

**GOVERNMENT OF THE REPUBLIC OF FIJI**



**CONTRACT OF SERVICE**

**BY THIS CONTRACT** made on the                      DAY OF                      , 2008

Between **The Permanent Secretary for the Public Service**

For and on behalf of the Government of the Republic of Fiji  
(hereinafter called the Government) of the one of part and

**Mr/ Mrs./Ms**.....

**OF**

.....  
**[Residential Address]**

[hereinafter called the officer] of the other part.

**IT IS HEREBY AGREED AS FOLLOWS:**

**Conditions governing officer's service with Government**

1. The Government will employ the officer and the officer will serve the Government for the period (hereinafter called the period of service) and upon and subject to the terms hereinafter mentioned.
2. (1) The officer will:
  - [a] diligently and faithfully perform the duties of ..... in the....., for a period of (3) three years from the date of this Agreement subject to satisfactory performance which would be reviewed annually. This review

would relate to the review of salary on a yearly basis or review of the performance of the employee with the view to extending or terminating the contract.

[b] act in all respect in accordance with directions given by the Government or by any of the superior officers;

[c] not actively engage in any other business, trade or profession, and, if required, place his/her whole time at the disposal of the Government;

[d] be subject to the provisions of the Public Service Act, 1999, Public Service Regulations, 1999 and the General Orders, Employment Relations Promulgation 2007, Financial and Stores Regulations and Departmental Instructions.

**Renewal Clause** 3. (1) Renewal of the said Contract is subject to the Government requiring the services of the officer and the officer agreeing to enter into another contract on mutually agreed terms.

**Salary (subject to Fiji Tax)** 4. The Government will pay the officer:  
[a] in respect of the period of service an annual basic salary subject to Fiji Tax condition of ..... in the salary scale: ..... in the ..... grade;  
[b] Salary shall accrue and be payable fortnightly.

**Superannuation** 5. The officer will be required to contribute to the Fiji National Provident Fund (FNPF) in accordance with the FNPF Act (Cap. 219) or be exempted under Clauses 29(b) and (c) of the FNPF Act (Cap. 219) Ed. 1970.

**Annual Leave** 6. The officer will be entitled to 12 working days leave in a year and other leave conditions as specified under the terms of the policy guidelines of this contract.

- Conditions under which the Government may Determine the Contract.**
7. Without prejudice to the provisions of paragraph 8 (relating to dismissal):
- [a] by giving the officer not less than one (1) month's Notice, in writing of the date upon which the Contract will be terminated;
  - [b] at any time by giving in lieu of the notice aforesaid, one (1) month's basic salary;
  - [c] in the event of the officer being certified by a Government medical officer as medically unfit for service under this Contract, by giving him/her one (1) month's notice in writing of the date upon which the Contract will be terminated; **or**
  - [d] in the event that the Officer is certified by a police report that he/she has previous convictions, which convictions would make the officer unsuitable for the contracted work, the Officer will be given one (1) months notice in writing, upon which the Contract will be terminated.
- Dismissal for Misconduct or Breach of any term of the Contract.**
8. Without prejudice to the requirements of the Employment Relations Promulgation 2007 concerning dismissal, the officer may be summarily dismissed under this Contract if after reasonable inquiries the appropriate Service Commission is satisfied that the officer has been guilty of misconduct or a breach under this Contract or the Promulgation. Upon such dismissal, all rights and privileges accrued to him/her under this contract shall be forfeited.
- Transfer to Other Ministries Or Departments**
- 9 The Officer shall be available to be transferred to other Ministries/Departments anywhere in Fiji.
- Secrecy Act**
- 10 The Officer is bound by the provisions of the Oath of Office and Official Secrets Act of the United Kingdom of 1911-1920 Fiji.
- Interpretation**
11. This Agreement is to be interpreted in accordance with the Laws of Fiji.

**AS WITNESSED OUR HAND the day and year above written**

Signed By: -----  
**Permanent Secretary for the Public Service**  
[for & on behalf of the Government of Fiji]

In the presence of: -----  
**[Civil Servant]**

Signed By: -----  
**[Signature of Officer]**

Address of Officer: -----  
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In the presence of: -----  
**[Signature of Witness]**

Address of Witness: -----  
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Occupation: -----