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NATIONAL AGRICULTURAL RESEARCH ORGANISATION (NARO)

EMPLOYMENT CONTRACT FOR TECHNICIANS AND SUPPORT STAFF AT PUBLIC AGRICULTURAL RESEARCH INSTITUTES

THIS AGREEMENT is made this 1<sup>st</sup> APRIL 2012 between NATIONAL SEMI ARID RESOURCE RESEARCH INSTITUTE (PARI), of P. O. PRIVATE BAG SOROTI (Hereinafter called "The Organisation") on one part and Dr/Mr/Mrs/Miss/ MBALULE SIMON of P. O. Box —

(Hereinafter called "The Employee") on the other part WHEREBY IT IS AGREED as follows:

1. INTERPRETATION

- a) The provisions of the NARO Terms and Conditions of Service (2009) form an integral part of this contract.
- b) Where the provisions of this Employment Contract and the provisions of the NARO Terms and Conditions of Service conflict on any clause, the provisions of Terms and Conditions of Service shall apply.
- c) PARI Director means the Head of a Public Agricultural Research Institute.

2. NATURE OF EMPLOYMENT

The Organisation shall employ the Employee and the Employee shall serve the Organisation on contract terms as SYSTEMS ADMINISTRATOR for a period specified in clause 3, of this agreement and subject to NARO terms and conditions of service.

3. COMMENCEMENT AND DURATION

This contract is made for a period of Four Year(s) commencing from 1<sup>st</sup> APRIL 2012 to 30<sup>th</sup> APRIL 2016

4. RENEWAL OF CONTRACT

Three (3) months prior to the expiry date of a contract, the employee shall indicate to a PARI Director, in writing whether or not it is his/her intention to enter into a new contract, and if it is the intention of the organisation to renew or not renew the contract, the Director shall inform the Employee of the decision within one (1) month of receipt of the Employee's communication.

5. DUTIES OF THE EMPLOYEE

The duties of the employee shall include the usual duties of the position as spelt out in the appointment letter and any other duties related to his/her qualifications and experience which the organisation may call upon him/her to perform.

6. WORKING HOURS

Working hours shall be from Monday to Friday from 8.00 a.m to 5.00 p.m with 1 hour 15 minutes lunch break, from 12.45 p.m to 2.00 p.m but the organisation reserves the right to require the employee to work outside above stated hours.

**7. REMUNERATION**

The Employee's remuneration shall be Uganda Shillings 1,487,205..... gross  
consolidated pay per month in Salary Grade UR5 (11).....

**8. GRATUITY**

The organisation shall pay the employee gratuity on termination of this contract equivalent to one months' gross salary for each year served.

**9. PROVIDENT FUND**

The employee shall be a member of the organisation's Staff Provident Fund. The employee shall contribute 5% of his/her gross monthly salary to the Provident Fund and the organisation shall contribute 15% of the employee's gross salary to the Fund. On retirement and/or termination of this contract for whatever reason, the employee shall be entitled to 100% of his/her and 100% of the organisations' contribution.

**10. SERVICE AND SECRECY**

- a) During the continuance of this contract the employee shall devote his/her full time to his/her duties and shall do all in his/her power to promote, develop and extend the activities of the organisation and shall not directly or indirectly engage, and/or be concerned with, and/or be interested in any other business, activity or consultancy of any kind whatsoever during office hours save with the consent of the Director previously obtained.
- b) The employee shall not divulge secret or confidential information without the consent of organisation, either while still in or out of the organisation service, activities which come or came, respectively, to his/her knowledge in the course of and incidental to his/her being employed by the organisation except in so far as may be necessary and the employee pledges him/herself to absolute secrecy on all such matters.

**11. HANDING OVER**

Upon the termination of this contract for any cause the employee shall:

- a) Forthwith handover to such a person or persons as the Director shall indicate, all documents, accounts and any other property of the organisation entrusted to him or her and
- b) He/she shall make a note of the position in respect of all pending matters with which he/she dealt and deliver such note to the said person or persons as indicated by the Director.
- c) In the event of non-observance or contravention by the employee of the provisions of this clause, the employee shall be liable to pay the organisation any damage the organisation may suffer as the result of the employees non-observance or contravention of the said provision.

**12. RIGHT OF THE ORGANISATION TO RECOVER FROM THE EMPLOYEE PECUNIARY LOSS AND/OR DAMAGE SUFFERED BY THE ORGANISATION DUE TO EMPLOYEES NEGLIGENCE OR BREACH OF DUTY**

Where the organisation suffers any loss as a result of non-observance by the employee of any order, instruction or direction given to him/her by a responsible officer or as a result of duty damage (or for such part thereof as the Director may decide to make the employee liable) by withholding such portion of his/her salary every month until the employee's liability is fully

discharged. Where the loss cannot be fully recovered from her/his salary, recovery shall be made from her/his gratuity and provident fund.

13. INSTRUCTIONS

- a) The employee pledges him/herself unconditionally to follow all instructions regarding the activities of the organisation in its widest sense given or to be given to him/her generally and specifically either by the organisation itself or by any person with authority to instruct.
- d) The employee shall use any power of attorney given to him/her by or through the organisation within limits of such general and specific instructions. The employee shall be personally liable to the organisation for any disobedience to or any deviation from such instructions.
- e) The employee shall be personally responsible for his/her acts or deeds not connected with the business of the organisation during the period this contract is in force.

14. DEATH

If the employee, his/her spouse or any of his/her children shall die while this contract or the renewal thereof subsists, the organisation shall contribute towards the funeral expenses thereof.

15. TRAVELING ON DUTY OR ON TRANSFER AND TRAVELING ALLOWANCE

When traveling on duty the employee shall be provided with either such transport facilities as may be prescribed or shall be paid transport allowance as well as subsistence allowance at the prescribed rates.

16. ANNUAL LEAVE

- a) The Employee shall be entitled to annual leave with pay at the rate of .....<sup>2½</sup>..... days for every month of service and leave shall be taken only after completion of at least two (2) months service either from the date of assuming duty or from the date of resuming duty after the previous leave and shall be taken at such a time as shall be convenient to the organisation.
- b) The employee shall apply for leave two weeks before the leave is due and in accordance with the leave roster approved by the Director .
- c) Any period of leave will be inclusive of Saturdays, Sundays, Public Holidays and traveling time.
- d) Leave shall not be accumulated at the end of a calendar year and no money shall be claimed or paid in lieu.

17. MATERNITY LEAVE

A female employee shall as a consequence of pregnancy, have the right to a period of sixty (60) working days leave from work on full pay hereafter referred to as a maternity leave of which at least four weeks shall follow the childbirth or miscarriage.

18. PATERNITY LEAVE

A male employee shall immediately after the delivery or miscarriage of a wife, have the right to four (4) working days leave from work in a year herein referred to as paternity leave.

19. TERMINATION OF CONTRACT

- a) The organisation, may at any time, terminate this contract by giving the employee Two month(s) notice in writing or by paying the employee Two month(s) salary in lieu of notice.
- b) The employee may, at any time, terminate this contract by giving the organisation Two months' notice in writing or by paying NARO Two months' salary in lieu of notice.
- c) At the termination of this employment contract, pursuant to clause 19(a) and (b) above and in accordance with clause 8, the organisation shall pay the employee gratuity equivalent one month's salary for each year served within three months of termination of contract.

20. REASON FOR INSTANT DISMISSAL

If at any time during the period of this contract the employee shall appear before the mentoring and disciplinary committee and if found guilty of gross misconduct, serious negligence in the performance of his/her duties or deliberate refusal to perform his/her duties or to observe and perform all or any of the stipulations and/or conditions under this contract, the organisation shall have the right to dismiss the employee without notice and on such dismissal all rights and privileges the terms and conditions of service shall be forfeited.

21. AMENDMENT

This contract shall not be amended except with the consent of both parties.

22. THE LAW APPLICABLE

The Law governing the provisions of this contract shall be the law of Uganda.

23. I  Mr./Ms/Mrs/Dr/Prof. MBALULE SIMON have read and agree to NARO Terms and Conditions of Service and this contract. I understand that violation of any of these conditions may result in disciplinary action, including possible dismissal, as well as civil and criminal liability being taken against me.

IN WITNESSES WHEREOF the Parties hereto have set their hands on this agreement on the day, month and year first written above.

Name: DR. BEATRICE ACELLO

Signature: [Handwritten Signature]



DIRECTOR  
Public Agricultural Research Institute

Name of employee: MBALULE SIMON

Signature of employee: [Handwritten Signature]

Witnessed by: [Handwritten Signature]

Signature: [Handwritten Signature]

P. O. Box ..... Tel. 0704 506903

P. O. Box .....

Date: 21<sup>st</sup> NOV. 2012

Date Witnessed: 21/11/2012