



THE INDEPENDENT STATE OF PAPUA NEW GUINEA

**SHORT TERM CONTRACT OF EMPLOYMENT FOR
NATIONAL CONTRACT EMPLOYEES OF THE
NATIONAL PUBLIC SERVICE**

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THE CONTRACT AGREEMENT

THIS AGREEMENT is made to be effective on and from the _____ day of _____ 20 ,

BETWEEN: THE INDEPENDENT STATE OF PAPUA NEW GUINEA ("The Employer"),
of one Part,

AND: _____ ("**the Employee**"), of the
second Part,

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions shall have the meaning assigned to them except where the context otherwise requires:

- (a) "**The Act**" means the ***Public Services (Management) Act*** and all **Regulations** and **General Orders** made under the Act.
- (b) "**The Departmental Head**" means the Head of the Department within which the Employee occupies an office created under the Act.

1.2 In this Agreement unless otherwise provided:

- (a) the headings do not affect the interpretation or construction;
- (b) words importing the singular include the plural and vice-versa;
- (c) words imparting any gender include the other genders; and,

2. CONTRACT OF EMPLOYMENT

2.1 The Employer shall employ the Employee and the Employee shall serve the Employer for the period upon and subject to the terms and conditions of this Agreement.

2.2 The Employee is by this Agreement is made an Employee of the Employer under and by virtue of the provisions of the ***Public Services (Management) Act***.

2.3 The Employee agrees to diligently serve the Employer in the office and within the Department for the time specified in the **Schedule** at such place or places in Papua New Guinea as is determined by the Departmental Head from time to time.

2.4 The Employee agrees to undertake the duties specified in the **Schedule**.

3. PERIOD OF EMPLOYMENT

3.1 Subject to Clause 7, the period of employment shall be that specified in the **Schedule**.

4. REMUNERATION

4.1 Subject to the Act, the Employee shall be paid the salary for the office specified in the **Schedule**.

5. PAYMENT AND DEDUCTIONS

5.1 The Employer shall pay the salary by instalments every fortnight in arrears throughout the period of employment.

5.2 Deduction shall be made from salary and allowances to meet normal income tax.

6. TERMS AND CONDITIONS OF EMPLOYMENT

6.1 The Employee acknowledges that the terms and conditions of his/her employment shall be those contained in the Act and General Orders unless specifically provided for in the Agreement.

6.2 The Employee may terminate the employment in accordance with Clause 7.2, in the event that the Secretary, Department of Personnel Management varies the contract to the Employee's detriment.

7. TERMINATION

7.1 The employment under this Agreement may be terminated by the Departmental Head by giving one month prior notice to the Employee.

7.2 Except where a lesser period is agreed to by the Departmental Head, the Employee may terminate the employment by giving at least one month prior notice in writing directed to the Departmental Head and in the event of his/her giving such notice he/she shall also be deemed to have resigned from the employment as from the date of the expiry of the period of the notice.

8. DISCIPLINARY OFFENCES

8.1 In the event that the Employee commits a disciplinary offence as defined in the General Orders, he/she shall be charged by the Departmental Head. If the Departmental Head is satisfied that the disciplinary offence has been committed, the Agreement shall be terminated.

9. NOTICES

- 9.1 Any notice or other communication made, given, or sent by one party to the other, pursuant to, or in connection with the Agreement, shall be deemed to have been duly made, given, or sent if it is in writing and signed (for the Employee by the Departmental Head) and delivered by hand or sent by prepaid post to, in the case of the Employer, the Departmental Head, and in the case of the Employee, his/her place of work.

10. SCHEDULE TO THE AGREEMENT

1. CLAUSE 2.3 THE OFFICE:

2. CLAUSE 2.4 THE DUTIES:

3. CLAUSE 3.1 THE PERIOD:

Employment commences on the _____ day of _____ 20____ and ceases at the close of business on the _____ day of _____ 20____.

4. CLAUSE 4 THE REMUNERATION:

IN WITNESS whereof the parties hereto have executed this Agreement to be effective on and from the date first above written.

SIGNED ON BEHALF OF THE)
INDEPENDENT STATE OF)
PAPUA NEW GUINEA by:-) _____

In the presence of:-) _____

Date:- _____

Signed by the Employee:-) _____

In the presence of:-) _____

Date:- _____