



EMPLOYMENT CONTRACT – FIX TERM CONTRACT

Normative references:

Law 11 August 2014 n. 125 "General regulation on international development cooperation".

MAECI decree on 22 July 2015 n. 113 "Regulation containing" Statute of the Italian Agency for Development Cooperation "and in particular Chapter 3, article 11, paragraph 1, letter c).

Italian Development Cooperation Joint Committee (C.C.) Resolution no. 101 of 19 November 2019.

The Republic of the Union of Myanmar law.

Initiative:

"Capacity Development for Donor Coordination in Myanmar (CAD-MM)"

AID 11087

THIS AGREEMENT is made on this DAY of JANUARY 2021 BETWEEN

The Italian Agency for Development Cooperation (AICS) – Yangon Office (which is the full-fledged Cooperation Section of the Embassy of Italy in Myanmar), Italian fiscal code n. 97871890584, represented by its Head of Office, Mr Walter Zucconi (**The Employer**),

AND

Ms Thee Su Su Aung, Myanmar citizen, [REDACTED]

[REDACTED] (The Employee).

AT THE HERE BELOW CONDITIONS THAT THE PARTIES DECLARE TO ACCEPT INTEGRALLY:

Any proposed amendment or integration of the present contract shall comply with the Republic of the Union of Myanmar law and shall be agreed in writing by AICS and the employee.

Walter Zucconi

Thee Su Su Aung

ART. 1 (CONTRACT DUTIES)

1. The employee is employed covering the position of Program Officer – Government Liaison Officer, with the following tasks:

The Program Officer - Government Liaison Officer will facilitate the dialogue between AICS Yangon and Myanmar governmental partners on all aspects of project cycle management (formulation, implementation, monitoring and evaluation) of AICS Yangon funded projects. In particular, the Liaison Officer will function as a focal point in dialogue with the Foreign Economic Relations Department (FERD) of the Myanmar Ministry of Investment and Foreign Economic Relations.

The Government Liaison Officer, working under the overall supervision of the Head of Office, the direct guidance of the Head of Programs and in close coordination with the technical and administrative staff of AICS Yangon, the Liaison Officer will have the following duties and responsibilities:

- 1) Supporting the implementation of the project “Capacity Development for Donor Coordination in Myanmar (CAD-MM)”, by fuelling and facilitating a constant dialogue with FERD;
 - 2) Facilitating the dialogue with FERD, concerned line ministries and other national and sub-national public partners for the implementation of AICS portfolio in Myanmar, in particular related to the formulation of new projects, including but not limited to the negotiation of agreements, memorandum of understanding etc.;
 - 3) Engaging with senior levels of government and project stakeholders to ensure that AICS projects are in line with the national and sub-national priorities as well as national development assistance policies and regulations, and are developed and sustained in a consultative manner;
 - 4) Facilitating the articulation and the mainstreaming of AICS procedures and strategy towards and across national and sub-national partners;
 - 5) Supporting the organization of meetings, roundtables and events, including but not limited to the drafting of concept notes, briefing points and meeting minutes, in consultation with AICS technical staff;
 - 6) Any other additional duty, in line with this job description, if need be.
2. Nevertheless, AICS Yangon Head of Office reserves the right to assign to the employee tasks and duties different from those he/she is usually entrusted with, with the same professional qualifications and according to his/her time availability.
 3. The labor services are mainly carried out in the premises of AICS Yangon Country Office located in 41-27, Inya Myaing Road, Shwe Taung Gone, Bahan Township, Yangon.
 4. In extraordinary circumstances of certified emergency, AICS shall authorize the Employee to perform his/her duties in smart working.

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ART. 2 (EFFECTIVE DATE AND DURATION OF THE CONTRACT)

1. The present contract is stipulated for a fix term, for a period of 6 months, with effective date 15/01/2021 and ending date 14/07/2021.
2. The first 30 days are considered as probation period as foreseen by the local law. At the end of such period, the contract shall be confirmed or terminated by the Employer, whether the AICS Yangon Head Office will evaluate positively or not the capacity of the Employee to perform the assigned contract duties.
3. The present employment contract shall not be considered as a public employment contract between AICS and the Employee, neither determines any kind of expectation of permanent employment.

ART. 3 (REMUNERATION)

1. The Employee total gross salary for the whole duration of the contract will be € 14.085,00 (Euro Fourteen thousand and eighty-five). The gross salary is including all due allowances for all the contractual period considered.
2. The Employer applies to the afore mentioned remuneration tax withholding and deductions as foreseen by the law, with consideration of the Country fiscal residence of the Employee.
3. The aforementioned salary, to be paid in deferred monthly installments, includes the thirteen-month salary and severance, already included in the remuneration.

ART. 4 - (SOCIAL SECURITY)

1. Social Security contributions due by the Employee and the Employer will be determined according to the applicable law and calculated based on the taxable salary of the Employee.
2. The employment contract shall be terminated in case of ascertained permanent inability to perform contractual tasks and duties by the Employee.

ART. 5 (HEALTH INSURANCE)

1. The parties acknowledge that the local legislation does not provide any adequate mandatory health insurance. Given that, the Employee is insured by the Employer with a Private Insurance in line with the standards provided by the Italian National Health Service. Also, the partner and the children up to 26 years old are entitled to the aforementioned Insurance Policy, whether cohabitant and dependent from the Employee.
2. The Employee must demonstrate to be entitled to the family benefits described above. The annual premium, as per the annex table – which is part of the present contract – is updated on yearly basis and it is entirely borne by the Employer.

ART. 6 (INSURANCE FOR WORK ACCIDENTS AND DEASES)

1. The Employee is insured by the Employer for work accidents and professional diseases with a Private Insurance.
2. Contributions are totally borne by the Employer.
3. The employment contract shall be terminated in case of ascertained permanent inability to perform contractual tasks and duties by the Employee.



ART. 7 (DUTY TRAVELS)

1. In case of duty travels authorized by AICS Yangon Head Office, the Employee is entitled to be reimbursed for travel costs, accommodation and food, subject to the submission of adequate documents, as foreseen by the Italian Regulation for the personnel belonging to the Public Administration.
2. Daily travel allowances or per diem are not foreseen.

ART. 8 (LEAVES)

1. The Employee is entitled to enjoy a period of annual leave of twenty-eight working days, to be calculated in accordance with the contract duration.
2. The Employee has right to enjoy the same number of paid days for public holidays, as foreseen by the AICS Yangon Country Office public holidays calendar.
3. Whether the local legislation foresees paid public holidays not included in the AICS Yangon Country Office calendar, the Employee will be entitled to enjoy them benefitting of paid leaves as per clause 1 of the present article.
4. Whether the local legislation foresees more paid public holidays than what included in the AICS Yangon Country Office calendar, the Employee will be entitled to enjoy them, upon deduction from paid leaves, as per clause 1 of the present article.
5. The Employee cannot renounce leaves. Un-enjoyed leaves cannot be paid.
6. In case of termination of the employment contract by the employer, the employer shall reimburse leave not taken to the employee.

ART. 9 (SICK LEAVES)

1. Whether the local legislation does not foresee a more favorable treatment, in the event of sickness, the Employee is entitled to be absent from work for a maximum of 60 days per year, and he/she is entitled to full salary for the first 45 days and, during the following 15 days, salary is reduced of one fifth.
2. Once this period is over, the employment contract may be terminated by entering into a mutual termination agreement.
3. For serious personal or family reasons, the Employee can be authorized to unpaid leaves for a maximum of 20 days per year.

ART 10. (MATERNITY AND PATERNITY LEAVE)

1. The legal-economic treatment for leave, rest period as well as maternity and paternity leave for children, either legitimate, natural, adopted or in foster care, is established by the Italian Legislative Decree n.151, dated on 26 March 2001, and following, whether the local legislation does not foresee a better treatment to the Employee.

ART 11. (WORKING AND SERVICE HOURS)

1. The Employee shall work for a maximum of 40 hours per week, spread over five working days.



2. In case of particular service needs, the AICSY Head of Office may require to the Employee to extend his/her normal working hours, that will be compensated with the corresponding resting period.
3. Any overtime work shall require prior written approval of the supervisor of the Employee.

ART 12. (EMPLOYEE'S DUTIES)

1. The Employee, executing is duty tasks, is obliged to: loyalty; offer his/her service with diligence while performing the assigned tasks; discipline; observance of professional confidentiality; behave according to the principles of assiduous and diligent collaboration regarding working relationships; act in public in accordance with the office prestige to establish trust relationships; behave, even in private, with dignity; follow local law and customs also referring to staying and working permits; not to carry any other working activity.
2. The Employee must comply with the obligations referred to the Agency's ethical code and code of conduct.
3. In particular, the Employee:
 - a. Do not use for private purpose information at his/her disposal for working reasons, avoids situations and behaviors that could hinder the correct performance of assigned tasks and harm the interests and the reputation of the Public Administration;
 - b. Do not ask, neither urges, for himself/herself or others, any present or other benefit;
 - c. Do not accept any assignment of collaboration with any private entity that has or had, in the previous two years, a significant economic interest in decisions or activities related to office his/her duties;
 - d. Respecting the right of association, the Employee shall timely inform the Head of Office about his/her associations' or organizations' membership (with exception of political parties and trade unions), regardless their confidentiality nature, whenever their sector of interest could interfere with the correct performance of his/her office duties;
 - e. The Employee, when assigned to his/her working duties, inform (in writing) the Head of Office about all relations, direct or indirect, of collaboration with private entities anyhow remunerated that he/she has or had in the last three years, specifying:
 - i. whether, directly, his/her relatives or family members within the second degree, spouse or partner still have economic relations with such entity;
 - ii. whether those kind of relations refer to entities that could have interests in activities or decisions related to the office, with limitation to the tasks assigned to the Employee.
 - f. The Employee should refrain to take any decision or carry out activities related to his/her working duties in a situation, even potential, of conflict of interests with personal interests, of the spouse, his/her relatives, family members within the second degree;

Walter Kunt



- g. The conflict can refer to any kind of interest, not only economical, as same as those interests which derive from political pressure, trade unions or hierarchical superior;
- h. The Employee should refrain to take any decision or carry out activities related to his/her personal interests, interests of his/her relatives, family members within the second degree, the spouse or the partner, or persons with he/she has usual frequentation with, or subjects of organizations with whom he/she or the spouse has a pending lawsuit or serious hostility or significant credit or debit relation, or subjects or organizations of which he/she is the person in charge (tutor, prosecutor, attorney or agent) or entities, associations even not recognized, committees, companies or establishments of which he/she is the administrator, the manager or the director. The Employee refrains from any other circumstance that could determine serious reasons of convenience. The Head of the Office takes the decision about the refrain for such conflict.
- i. Concerning private relations, including the out-of-work relations with public officials executing their functions, the Employee will not take advantage, neither mention the position that he/she covers in the administration aimed at obtaining benefits which he/she would not deserve and he/she will not behave in any way that could affect the reputation of the Administration.

ART. 13 (INFRACTIONS AND DISCIPLINARY PROCEDURES)

1. The Employee should be charged with verbal warning and, in case of repetition of the infraction, suspension for ordinary misconduct of office duties, such as:
 - a. non-compliance with service duties;
 - b. non-compliance with loyalty principles;
 - c. insufficient performance;
 - d. non-compliance with decorum principle deploying his/her functions.

As per local legislation, for ordinary misconduct an employee shall be given a written warning for the first (1) and second (2) violation and sign an undertaking for the third (3) violation. In case of any further violation within twelve (12) months from the undertaking, the employer shall be entitled to dismiss the employee.

2. The sanction of suspension from service without salary payment can be charged up to a maximum of 10 days in case of:
 - a. plural repetition of the infractions referred the paragraph above;
 - b. unjustified absence from work, up to 10 days, or arbitral abandonment of it;
 - c. insults toward the Administration, with respect for the freedom of thought;
 - d. carrying out working activities in violation of the restriction mentioned in art. 12 of the present contract;
 - e. threats, serious insults, slander or defamation towards the public or other Employees;
 - f. acts, behavior or harassment, including sexual abuse, which may be offensive to human dignity.

Walter Kunt

[Signature]

3. In case of gross misconduct, the contract will be terminated according to art. 14 of the present contract.
4. In the cases provided in the previous paragraphs, the disciplinary sanction will be anticipated by a written notification. The Employee is entitled within 10 days, to provide his/her justification and, whether requested from him/her, to be audited.

ART. 14 (TERMINATION OF THE CONTRACT)

1. The present contract may be terminated by the Employee with a notice of 30 (thirty) days, with the possibility to reduce this period with the consent of the Employer.
2. The contract may be terminated by the Employer with a substantiated decision notified in writing to the Employee, in the following cases:
 - a. professional incapacity;
 - b. plural offenses as mentioned in the second paragraph of art. 13 of the present contract, or plural repetition of infractions mentioned in the first paragraph of the same article;
 - c. arbitrary and unjustified absence from service for a period exceeding 10 consecutive working days;
 - d. persistent insufficient performance, or any serious fact that demonstrates full incapacity to adequately meet service obligations;
 - e. conviction by a court for a crime that, even if committed out of service and not directly linked with the working contract, does not allow to carry on the service because of its seriousness;
 - f. Reduction of personnel or for closing the AICS Country Office;
 - g. In case of ascertained permanent inability to perform contractual tasks;
 - h. In case of violation of the code of conduct as per art. 12 n. 2 ad 3 of the present contract.
3. In case of contract termination as per the aforementioned paragraph, the Employer must give at least 30 days' notice. Instead of the notice, the Office can authorize the payment to the Employee of the remuneration corresponding to the missing notice.
4. In case of failure of respect of the notice period by the Employee, the Employer will proceed recovering from his/her due remuneration the amount equivalent to the missing notice period.
5. The 30 days' notice is not due in case of:
 - a) serious illegal criminal acts committed while on duty;
 - b) arguments followed by assaults against other employees or third parties;
 - c) evidence that the job was obtained by producing false documents or using fraudulent means;
 - d) committing fraudulent acts or facts that are serious enough to require the immediate termination of the contract;
 - e) conviction by a court for crime causing, in Italy, permanent exclusion from public office;
 - f) loss of subjective and objective requirements foreseen in the recruitment phase, including the expiration of the residence/work permit.

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ART. 15 (AGE LIMIT)

1. The contract ends, for age limit, from the first day of the month after having reached sixty (60) years of age, as foreseen by the local law.

ART. 16 (APPLICABLE LAW AND COMPETENT COURT)

1. The working relationship regulated by the present contract is submitted to the local law, except for what expressly regulated by the abovementioned dispositions.
2. The local court is competent for resolving conflicts that may arise by the application of this contract, taking into consideration what regulated by the general and conventional international law.

Date, ..12/01/2021.....



The AICS Yangon Head of Office

...WALTER ZUCCONI.....



The Employee

...Thee Su Su Aung.....

Annexes:

- Salary calculation Annex I - Thee Su Su Aung
- Final evaluation form



ANNEX I:

Under the Myanmar income tax law 1972 (amended in 2014), the employer shall withhold, file and pay income tax of the employee to the relevant tax authorities and to provide to the employee a copy of said payment and any other tax related documentation needed for the completion of said obligations.

Employee Name and surname: Thee Su Su Aung

Option 1 - 6 months' contract, possibly starting on 15/01/2021.

EMPLOYER	Italian Agency for Development Cooperation
FINANCIAL YEAR	1.01.2021-31.12.2021
EFFECTIVE DATE	6 months' contract, possibly starting on 15/01/2021.
% EMPLOYER'S SOCIAL SECURITY CONTRIBUTION	Not applicable as per sec. 12(a) (ii) Social Security Law 2012
% EMPLOYEE'S SOCIAL SECURITY CONTRIBUTION	Not applicable as per sec. 12(a) (ii) Social Security Law 2012
GROSS MONTHLY SALARY	EUR 2,347.50
GROSS ANNUAL SALARY	EUR 14,085.00
PERSONAL INCOME TAX ON A MONTHLY BASIS	EUR 197.57
PERSONAL INCOME TAX for 6 months' contract	EUR 1,185.42
EMPLOYEE'S NET SALARY PAID ON MONTHLY BASIS	EUR 2,149.93
TOTAL COST OF THE EMPLOYMENT CONTRACT for 6 months' contract (Insurance excluded)	EUR 14,085.00

Remarks:

- Exchange rate used for calculation: MMK/EURO 1,684.
- Income Tax, calculated in EURO, must be paid in MMK. The conversion EURO/MMK is done on monthly basis, using the Exchange rate published by Central Bank of Myanmar on the 1st working day of the income month.



Italian Agency for Development Cooperation

41-7 (B), Inya Myaing, Shwe Taung Gone,
Bahau Township, Yangon.

Personal Income Tax (PIT) relevant information / Estimate PIT calculation

Name: Option 1
Designation:
Employee No. S / No. 1
NRIC No.
Month & Year: January-2021 Currency: EUR

Personal Income Tax relevant information	
Marital Status:	unknown
	<u>Relief</u>
Does your spouse receive an income?	unknown
Number of parent relief to be considered	unknown
No. of Children - not married, no income: - below 18 yrs. of age - above 18 yrs. of age, receiving fulltime education - for which your spouse claims for children allowance	unknown
Number of children allowance to be considered	

Estimated Personal Income Tax Computation for the Income Year 2020-21			
<u>Guaranteed Income as per payslip</u>	<u>per month</u>	<u>For the income year</u>	<u>Number of payments</u>
Basic Monthly Salary	EUR 2,347.50	EUR 14,085.00	6
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
<u>Estimated guaranteed income in EURO</u>		EUR 14,085.00	
Ø Exchange rate (*)		1,684	
<u>Estimated guaranteed income in MMK</u>		23,719,140	
- Basic Relief (20% of income / max.	(4,743,828)	(4,743,828)	
- Spouse Relief (Mio 1.0)	-		
- Parents Relief (Mio 1.0 per parent)	-		
- Children Relief (500.000 per child)	-		
- Others (SSF contribution, etc..)	-		
Total taxable income		18,975,312	
<u>PIT payable</u>	<u>Tax in %</u>	<u>tax / balance range</u>	<u>PIT</u>
- Tax in MMK on Income tax range		10,000,000	650,000
- Tax on balance range	15%	8,975,312	1,346,297
Total estimated PIT for the Income Year			1,996,297
Estimated PIT to withhold per MONTH		EUR 197.57	332,700



Staff evaluation form

EMPLOYMENT CONTRACT – FIX TERM CONTRACT

Name and Surname:

Position:

Duty station: **MYANMAR**

Initiative:

AID:

Employment contract prot. n. :

From: To:

The following evaluation is conducted by the AICS Yangon Head of Office, who is covering the position of Human Resources responsible for the staff under his general supervision, as per the afore mentioned Employment contract – Fix term contract “Terms of Reference” ART.1 (CONTRACT DUTIES) signed by the Employee.

Final evaluation:

<i>Evaluation criteria:</i>	Insufficient	Good	Excellent
Work Ethic – Cooperation and Development:			
Professional skill:			
Capacity to work in a group:			
Dedication to work:			
Integration:			
Global evaluation of results achieved according to Terms of Reference as per Art. 1 (CONTRACT DUTIES)			
Comments:			

Date: _____

Signature: _____

Comments of the Employee:

Date: _____

Signature for
acknowledgement: _____

