

NATIONAL AGRICULTURAL RESEARCH ORGANISATION (NARO) P/F

EMPLOYMENT CONTRACT FOR NARO STAFF

THIS AGREEMENT is made this 15<sup>th</sup> / 07 / 2020 between THE NATIONAL AGRICULTURAL RESEARCH ORGANISATION, of P. O. Box 259, Entebbe (Hereinafter called "The Organization") on one part and

Dr/Mr/Mrs/Miss/ ✓ MBALULE SIMON

of P. O. Box 56 Soroti

(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 on corresponding Clause conflict, the provisions of this Terms and Conditions of Service shall apply.
- (c) Director General means 'the Chief Executive of NARO'
- (d) PARI Director means the Head of a Public Agricultural Research Institute.

2. NATURE OF EMPLOYMENT

The Organization shall employ the Employee and the Employee shall serve the Organization as SYSTEMS ADMINISTRATOR for the period in Clause 3 and subject to the terms and conditions hereinafter contained.

3. COMMENCEMENT AND DURATION

This contract is made for a period of FIVE Year(s) commencing from 1<sup>st</sup> JULY 2020 to 30<sup>th</sup> JUNE 2025

4. RENEWAL

- a) During the contract period, an employee's performance shall be evaluated against agreed performance targets spelt out in the performance agreement form at the beginning of the assessment period (July- June) of each financial year. If performance is found un-satisfactory, he/she will be put on a performance improvement plan for the following year, if no improvement is registered in the successive annual performance evaluations, the contract shall be terminated in accordance with the NARO Performance Management policy. Three (3) months prior to the expiry date of this Contract, the employee shall indicate to Director General through NAROSEC Director or a PARI Director in writing whether or not it is his/her intention to enter into a new contract.

5. DUTIES OF 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 organization 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 and 15 minutes lunch break, from 12.45 p.m to 2.00 p.m but the organization reserves the right to require the employee to work outside above stated hours.

7. **REMUNERATION**  
The Employee's remuneration shall be Uganda Shillings ..... 2,250,000 ..... Gross  
Consolidated pay per month in Salary Grade ..... UR 5 (11) .....

8. **GRATUITY**  
The organization shall pay the employee gratuity equivalent to one months' gross salary for each year served and payment shall be effected at the end of the financial year. Staff who retire before the end of a financial year shall be paid gratuity for the period served.

9. **NATIONAL SOCIAL SECURITY FUND.**

- a) The employee shall be a member of the National Social Security Fund (NSSF). The employee shall contribute 5% of his/her gross monthly salary to the Fund and the organization shall contribute 10% of the employee's gross salary to the Fund.
- b) An employee shall be required to register with NSSF and obtain a membership card. A registered employee shall produce evidence of his or her registration and membership to the Director General/Director and, if he or she changes his or her name he/she will be required to change and give all such particulars to NSSF.
- c) On retirement and/or termination of this contract for whatever reason, provision of the NSSF Act on accessing benefits shall apply.

10. **SERVICE AND SECRECY**

- (a) During the continuance of this contract the employee shall devote his/her full time to his/her duties as described in Clause 6, and shall do all in his/her power to promote, develop and extend the activities of the organization 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 General previously obtained.
- (b) The employee shall not divulge secret or confidential information without the consent of organization, either while still in or out of the organization service, activities which come or came, respectively, to his/her knowledge in the course of and incidental to his/her being employed by the organization 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 General/PARI Director shall indicate, all documents, accounts and any other property of the organization entrusted to him or her and;
- b) 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 organization any damage the organization 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 EMPLOYEE'S NEGLIGENCE OR BREACH OF DUTY**

Where the organization 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 whatsoever on his/her part, the organization may require the employee to make good such loss or 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.

13. **INSTRUCTIONS**

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

14. **DEATH**

If the employee, his/her spouse, any of his/her biological children and parents shall die while this contract or the renewal thereof subsists, the organization 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 respective rates.

16. **ANNUAL LEAVE**

- a) The Employee shall be entitled to annual leave with pay at the rate of .....<sup>2 1/2</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 organization.
- 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 General/PARI Director.
- c) Any period of leave will be inclusive of Saturdays, Sundays, Public Holidays and traveling time. 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 organization, may at any time, terminate this contract by giving the employee ONE month(s) notice in writing or by paying the employee ONE month (s) salary in lieu of notice.

a. The employee may, at any time, terminate this contract by giving the organization ONE months' notice in writing or by paying NARO ONE months' salary in lieu of notice.

b. At the termination of this employment contract, pursuant to clause 19(a) and (b) above and in accordance with clause 8, the organization shall pay the employee gratuity equivalent to one months' gross salary for each year served.

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 serious negligence in the performance of his/her duties or shall fail to perform his/her duties or observe and perform all or any of the stipulations and/or conditions under this contract, the organization shall have the right to dismiss the employee summarily without notice and on such dismissal all rights and privileges under this Agreement shall be forfeited.

20: AMENDMENT

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

21. THE LAW APPLICABLE

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

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I Mr. MBALUKE 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 WITNESS WHEREOF the Parties hereto have set their hands on this agreement on the day, month and year first written above.

Name: DR. MUHAZ A. UGON Name: DR. AMBROSE ASOHA

Date: 01.07.2020 Date: 01/07/2020

Signature: [Signature] Signature: [Signature]  
NAROSEC/PARI DIRECTOR DIRECTOR GENERAL  
National Agricultural Research Organization

Name of Employee: MBALUKE SIMON Witnessed by(HR): J. Muggya

Signature of Employee: [Signature] Signature: [Signature]

Date: 1<sup>st</sup> July 2020 Tel: 0704506903 Date Witnessed: 1<sup>st</sup> July 2020