

Tabled by me Hon. Minister of Education, H.E.,
T.E & S.R. U.N. of PCQ 6/117 and 6/144
on 08/08/15
S. J. J. J.
Chairman M.E.
Annex

**Terms and conditions of employment contract of the
Executive Director, Tertiary Education Commission (TEC)**

(a) Salary and Tax Liability

A basic salary of MRU 144,000* per month. A special allowance of MRU 56,000 monthly will also be paid to you (Present exchange rate: 1 US\$ = MRU 31.40 approx.)

**Income tax payable is at flat rate of 15%*

(b) Duties/Responsibilities

- Responsible to the TEC Board for the formulation and execution of strategy, policy and procedures and for the control and management of the day-to-day business of the Commission and any other functions that may be delegated by the Commission including proposals for changes to its organisational structure.
- Responsible for the overall strategic development of the Tertiary Education Sector with priority on:
 - (i) ensuring the implementation of the regulatory framework for the Tertiary Education Sector;
 - (ii) implementing an effective quality assurance mechanism and procedures;
 - (iii) developing and implementing strategies to promote research; and
 - (iv) developing guidelines and monitoring for optimisation of resources allocated to public tertiary education institutions.

(c) Period of Contract

Your contract will be for a period of one year from the date of assumption of duty and may be renewed for a second period of one year at the end of which it may be renewed for a third and final year.

(d) Sick Leave

You will be eligible to Sick Leave at the rate of 21 working days for every year of contract. Such leave not taken will not be convertible into cash.

(e) Annual Leave

You will be eligible to Annual Leave at the rate of 21 working days for every year of contract which may be taken on and off to cater for brief absences. Such leave not taken may be cashed out at the end of each year of contract or may be accumulated.

(f) Car Benefits

You will be provided with a car of your choice, within the prescribed ceiling value, for official use as well as for private purposes together with the payment of a monthly fuel allowance of MRU 14,140 and the services of a driver employed by TEC. Should you wish not to take this driver's option, you will be given a driver's allowance of MRU 8,400 per month.

(g) Passages

- (i) You will be eligible for Business class air passage by the most economical route, as approved by the TEC Board to travel from the nearest international airport (in your country of permanent residence) to Mauritius to take up your appointment. In case your contract is not renewed, you will be entitled to the same passage benefit to enable you to return to your country of residence.
- (ii) If the contract is renewed by a second year, you will be entitled to Business class passage benefit at the end of this second year only.
- (iii) If the contract is subsequently renewed for a third and final year, you will be entitled to Business class passage benefit at the expiry of the contract to enable you to return to your country of permanent residence.
- (v) In case you will be accompanied by your wife, you will be entitled to a second passage benefit (Economy class).

(h) Transfer Grant

You will be eligible to a transfer grant equivalent to 5% of your annual salary to cover incidental charges, on expiry of final contract.

(i) Excess Luggage

You will be eligible to an allowance to cover the cost of a maximum of 25 kgs of excess luggage by air provided the cost thereof does not exceed the amount that would have been payable had a maximum of four tons (4.5 cubic metres) of baggage been transported by sea, on appointment to Mauritius and on expiry of final contract.

(j) Rent Allowance

You will be paid a monthly rent allowance of MRU 25,000.

(k) End-of-Year Bonus

You will be given an end of year bonus equivalent to a 13th month basic salary on a pro-rata basis.

(l) Gratuity

You will be entitled to a gratuity at the rate of two months' basic salary on completion of 12 months' satisfactory service.

(m) You will not engage in any other employment, whether remunerative or not, without the express written permission of the TEC Board.

(n) Confidentiality and Non-Disclosure

You should keep all information relating to the activities and business of the Tertiary Education Commission strictly confidential at all times. You should not impart or divulge, to the press and/or unauthorised person or party, any information acquired in the course of your employment in connection with the work of the Tertiary Education Commission without the expressed written authorisation of the TEC Board. This obligation continues after the termination of your employment.

(o) Termination of Contract

The TEC Board may at any time terminate your employment by giving you one month's notice or one month's salary in lieu of.

(i) You may resign from your employment by giving one month's notice in writing or by paying to the Tertiary Education Commission one month's salary; and

(ii) Should you in any manner misconduct yourself, the Tertiary Education Commission may terminate your employment forthwith and thereupon all rights and advantages reserved to you shall cease.

(p) Employment Rights Act 2009

In no circumstances shall the renewal of your contract be constructed as constituting continuous employment for the purpose of the "Employment Rights Act 2009" nor shall the non-renewal of the contract entitle you to claim that you have been dismissed, whether unlawfully or otherwise.

