



*Agenzia Italiana
per la Cooperazione allo Sviluppo*

MAPUTO OFFICE

**FIXED TERM PRIVATE- LAW CONTRACT OF EMPLOYMENT GOVERNED BY
THE LOCAL LABOUR LAW (Labor Law of Mozambique no. 23/2007 of 1st August
2007) IN ACCORDANCE WITH THE FUNDAMENTAL PRINCIPLES OF THE
ITALIAN LAW**

BETWEEN

the Italian Agency for Development Cooperation– overseas Office of Maputo (hereinafter referred to as “AICS”), fiscal code no. 97871890584, represented by Ginevra Letizia, director of the Office, in the framework of the Programme called “*DELPАЗ - Local Development for the Consolidation of Peace in Mozambique*”, Italian Cooperation Component - FED/2020/419-614 (hereinafter referred to as the “**Programme**”) funded by the European Union,

AND

Mr. Marco Giallonardi (hereinafter referred to as the “**Employee**”), citizen of Italy,

(AICS and the Employee are hereinafter referred to as a “**Party**” and, collectively, the “**Parties**”)

WHEREAS

- Pursuant to Art. 17, of Act no. 125 of 11th August 2014, hereinafter called the Constituent Law, the Italian Agency for Development Cooperation is constituted (hereinafter called AICS) as a public corporation, subject to the direction and supervision of the Minister of Foreign Affairs and International Cooperation;
- In compliance with Art. 9 of Ministerial Decree no.113 of 22nd July 2015, known as the Statutes of the Italian Agency for Development Cooperation, which provides for, and in accordance to the procedures laid down in Article

17, paragraph 7 of the Constituent Law, the establishment of AICS overseas Offices;

- The overseas Offices manage cooperation initiatives and their relative resources within the limits laid down in Art. 17, paragraph 3, of Act 125/2014;
- With a Decree of the Deputy Director of the Agency no. 307 of 15/12/2020 the responsibility of the Programme management was transferred to the Director of the AICS Office in Maputo;
- The Director of the Office has identified the need to use the services of a Communication Officer for the Programme Management Unit (PMU) responsible for the implementation of the Italian component of the Programme;
- following a comparative procedure, in the records of the AICS overseas Office in Maputo, Mr. Marco Giallonardi has been selected as the winner, having also been found to meet the requirements for the fulfilment of the employment contract(the “Contract”);
- the employee has expressly accepted an offer of employment on a fixed-term basis from the Director of AICS;
- according to what is provided by the Statutes of the Italian Agency for Development Cooperation, in particular to Art. 11, paragraph 1, letter c), the Agency shall locally implement and monitor cooperation initiatives also by using personnel not belonging to public administration by entering into fixed term private-law contracts of employment governed by the local law in accordance with the fundamental principles of Italian law.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1

1. The preamble and the Annexes shall constitute an integral and substantial part of this contract.

ARTICLE 2

CONTRACTUAL DUTIES AND PLACE OF WORK

1. Mr. Marco Giallonardi shall be employed as Communication Officer of the Programme Management Unit (PMU), to carry out the duties clearly defined in the attached terms of reference (Annex 1).
2. The employee shall be answerable, for administrative and disciplinary purposes, to the director of the territorially competent overseas Office.
3. The employment services shall be provided at the Programme Office in Rua do Zimbabwe, no. 1330 in Maputo with short-term missions to Manica, Tete, Sofala and other Provinces, according to the security situation.
4. Whenever required to do so, the employee shall be assigned to provide his services also in all the other Countries under the jurisdiction of the Maputo

Office.

5. In extraordinary cases of confirmed emergency situations, AICS may authorize the employee to perform his services on a flexible basis also in a country other than that indicated in paragraphs 3 and 4 of this Article. In this case the remuneration shall not include the payment of the remuneration portions that are strictly payable when permanently present in the workplace abroad (quality of life allowance and risk and discomfort allowance).

ARTICLE 3

COMMENCEMENT AND DURATION OF CONTRACT

1. This contract shall be drawn up on a fixed term basis for a period of 24 (twenty-four) months, from the 1st of July 2021 to 30th of June 2023, with possibility to extent, subject to needs, availability of funds, satisfactory performance and the duration of the Programme.
2. This contract shall not give rise to any form of public service employment between AICS and the employee, and neither shall it fulfill expectations of a permanent job.
3. The employee shall be subject to a probation period of 60 days of actual work. Passing the test, formally certified with the written report of the Director of the Office, is a condition for the continuation of the contract. Failure to certify successful passing of the test at the end of the relevant period must be understood as a tacit manifestation by the Director of the Office of the considered failure to pass the test. During the probation period, both parties may freely terminate the employment relationship with advance notice to the other party of at least one week. The period of notice may be replaced by the payment of the relevant substitute allowance.
4. The contract may be terminated at any time by the Director of the Office, giving reasons, in the event of a serious breach of the obligations arising from the employment contract.
5. Subject to authorization by AICS in Rome, the Director of the Office may terminate the contract in the event of early termination or reduction of project activities, as well as for any other cause incompatible with the continuation of the employment services.

ARTICLE 4

REMUNERATION

1. Mr. Marco Giallonardi shall receive an annual gross salary of Euro 34.420,92 (thirty-four thousand four hundred and twenty/92) for the year 2021; an annual gross salary of Euro 72.945,00 (seventy-two thousand nine hundred and forty-five/00) for the year 2022 and an annual gross salary of Euro 34.417,20 (thirty-four thousand four hundred and seventeen/00) for the year 2023.



All of the above-mentioned gross salaries are inclusive of the share of social security charges that are borne by the employee and in line with the financial availability of the project in question.

2. In the case of a taxpayer resident in Italy, the salary will be subject to tax deductions in accordance to the Italian relevant law, as detailed in Annex 2.
3. The employee shall be paid, included in the gross salary, a "quality of life" allowance and a "risk and discomfort" allowance determined in accordance with the parameters developed after objective surveys have been carried out by one or more specialized consultants and in line with the provisions of the project document and the actual allocated financial resources.
4. Provisions shall be made for the payment of a family allowance as per Article 2 of Legislative Decree no. 69 dated March 13, 1988, converted, with amendments, by Act no. 153 of May 13, 1988 and subsequent amendments and additions, without prejudice to the application of local regulations if more favorable to the employee.

ARTICLE 5

SOCIAL SECURITY SCHEMES

1. In the event that, in accordance with Act no. 398/87, the employee shall be subject to payment of contributions in Italy, AICS will pay said contributions required by said law and shall withhold the share that will be borne by the employee. The contributions due from the Office and the employee shall be determined in accordance with the regulations in force and commensurate with the employee's taxable salary (Annex 2).

ARTICLE 6

HEALTH INSURANCE

1. In view of the fact that the local law does not guarantee any form of mandatory health insurance, the employee shall be granted an insurance policy with SISCOS – Servizi per la Cooperazione Internazionale. The policy shall also be valid for the dependent cohabiting spouse and children up to the age of 26, provided they are cohabiting and dependent.
2. The annual premium is entirely borne by the employee and it will be reimbursed to the employee, up to a ceiling of Euro 848.00 (eight hundred forty-eight/00) per single employee and Euro 1,272.00 (one thousand two hundred and seventy-two/00) per the employee and related family members.

ARTICLE 7

INSURANCE AGAINST ACCIDENTS AT WORK AND OCCUPATIONAL DISEASES

1. The employee shall be entitled to insurance against accidents at work and occupational diseases in accordance with the local law provisions. Where the

local legislation does not provide any form of protection against accidents at work and occupational diseases, or is clearly insufficient, the employee shall be insured according to the conditions required by Italian law with the Italian Institute for Insurance against Accidents at Work (INAIL). The contributions due shall be borne entirely by the Office (Annex 2).

ARTICLE 8 BUSINESS TRAVEL

1. For business travel that has been authorized in advance by the Director of the Office, the employee shall be entitled to receive a refund of travel expenses and accommodation, in addition to the payment of a flat-rate daily allowance of € 45.00 (forty-five/00).
2. For business travel of more than eight hours which do not involve an overnight stay shall be paid with an allowance of 2/3 of the above point.

ARTICLE 9 LEAVE

1. The employee shall be entitled to a period of annual leave equivalent to 32 working days per annum.
2. Moreover, the employee shall be entitled to paid public holidays in compliance with the calendar of the Office.
3. In the event the local law provides for paid public holidays that are not included in the office's calendar, the employee shall be able to benefit from these by availing himself of the leave days mentioned in the first paragraph of this article.
4. In the event the local law provides for a number of paid public holidays that exceed those provided for by the overseas Office's calendar, the employee shall be able to benefit from these against a corresponding reduction of the leave days mentioned in the first paragraph of this article.
5. The employee shall not be able to waive his entitlement to leave and there shall be no provision for payment of unused leave.

ARTICLE 10 SICK LEAVE

1. In the absence of a more advantageous local law, in the event of illness, the employee shall be entitled to a total leave of 60 days per year (i.e. calendar year), of which the first 45 shall be fully paid, whereas the subsequent 15 days shall be paid one fifth less.
2. Should the above period of 60 days be exceeded, the director of the Office may

proceed to terminate the contract of employment, unless the local law is applied, if more favorable.

3. For serious personal or family reasons, the employee shall be authorized to take unpaid absence from work for a period not exceeding twenty days per year.

ARTICLE 11

MATERNITY AND PATERNITY LEAVE AND REST DAYS

1. The legal and economic conditions for maternity and paternity related leave and rest days in respect of legitimate and natural children, as well as adopted and foster children, shall be governed by the Italian law in compliance with Legislative Decree no. 151 of 26 March 2001 and subsequent amendments and additions.

ARTICLE 12

DAYS OF PAID LEAVE

1. The employee is entitled to the days of paid leave in the cases provided for in art. 103 of Labor Law of Mozambique no. 23 of 1 August 2007, providing adequate documented reasons.

ARTICLE 13

WORKING AND SERVICE HOURS

1. The employee shall work 36 (thirty-six) hours per week, spread over 5 working days.
2. For special service needs, the Director of the Office may request the employee to extend his working hours beyond the normal working hours, subject to compensatory rest.
3. No provision shall be made for overtime benefit payment.

ARTICLE 14

DUTIES OF THE EMPLOYEE

1. The employee in the performance of his duties has the obligation to: show loyalty; perform his work with the utmost diligence in carrying out the tasks entrusted to him; behave with particular discretion and confidentiality, respecting the secrecy of the office; conform in his working relationships to the principles of assiduous and diligent collaboration; behave at all times in a manner consistent with the prestige of the office and such as to establish relationships of trust; adapt his conduct, including private conduct, to the most rigorous principles of discipline, correctness and decorum; comply with the laws and local customs also with regard to residence and work permits.
2. The employee shall not be entitled to exercise any other professional activity, whether self-employed or as an employee.
3. The employee shall, in any case, comply with the obligations of conduct set forth in



the Agency's Code of Ethics and Conduct (<https://www.aics.gov.it>), which must be signed for acknowledgement.

ARTICLE 15

VIOLATIONS AND DISCIPLINARY ACTIONS

1. The employee shall be issued with a verbal reprimand and, in case of recurrence, a penalty of warning for minor violations of office duties such as for example:
 - non-compliance with service regulations;
 - conduct that does not comply with principles of propriety;
 - unsatisfactory performance;
 - behavior not in keeping with the decorum of his duties.
2. The employee shall be suspended from work with no pay up to a maximum of 10 (ten) days in the event of multiple recurrences of violations mentioned in the previous paragraph.
3. For more serious cases, the contract shall be terminated according to the provisions stipulated in Article 16 hereunder.
4. In the cases provided for in the preceding paragraphs, with the exception of the verbal reprimand, the imposition of disciplinary actions shall be preceded by a written notification of the charge, which must take place within thirty days of knowledge of the violation. The employee shall be convened to provide his justifications with the assistance of an attorney of his choice. In lieu of the hearing, the employee shall be entitled to deposit a written statement.

ARTICLE 16

TERMINATION OF CONTRACT

1. The contract may be terminated by the employee with a minimum notice of 7 days, if for just cause, as required by Labor Law of Mozambique no. 23 of 1 August 2007, art. 128 and 131, expressly stating the reasons for the just cause. The employee may terminate the contract without relying on the just cause, with a minimum notice of 30 days, as provided for in Art. 129 of Labor Law of Mozambique no. 23 of 1 August 2007.
2. The work performed by the employee shall be subject to evaluation by the director of the overseas Office.
3. The Director of the Office, upon consultation with AICS headquarters, shall be entitled to terminate the contract supported by a substantiated decision sent to the party concerned, for the following reasons:
 - a) Professional incompetence;
 - b) Recurrence of violations mentioned in the second paragraph of Article 15 of this contract;
 - c) Absenteeism without valid justification for a number of days, albeit non-consecutive, exceeding three over a period of two years;



- d) False claim of presence at work;
 - e) Persistent unsatisfactory performance, or rather any whatsoever serious fact which proves total incompetence to adequately fulfill work obligations;
 - f) Conviction by final judgment for a crime which was committed outside the place of work and not directly connected to the current contract but which does not allow the continuation of this contract due to its specific gravity;
 - g) Reduction in personnel or closure of the overseas Office and/or early termination of the project;
 - h) In the event of ascertained permanent disability to carry out contractual duties;
 - i) In the event of violation of the AICS code of ethics and conduct.
4. For cases of termination of contract for reasons mentioned in the above paragraph, the Office shall be bound to provide a thirty-day prior notice. In lieu of said notice, the Office may make provisions, subject to authorization from the Agency, to pay an indemnity corresponding to the entire remuneration due for the period of failure to give prior notice.
5. In the event the period of prior notice is not observed by the employee, the Office shall arrange to recover outstanding sums from any due entitlements belonging to the employee for the period corresponding to the failure to give prior notice.
6. No prior notice shall be necessary in the following cases leading to immediate termination of the contract:
- a) Perpetration of serious illegal acts at work of criminal relevance;
 - b) De jure altercations vis à vis other employees or third parties;
 - c) Proof that the work was carried out by producing false documents or at any rate through fraudulent means;
 - d) Perpetration in general of malicious acts or facts of such gravity as not to allow the continuation, even provisional, of the employment contract;
 - e) Conviction which has the force of res judicata for offences in Italy entailing permanent disqualification from holding public office;
 - f) Failure to meet the subjective and objective requirements for employment, including the expiry of the residence and/or work permit.
7. For the cases mentioned in this article, the termination of the contract shall be preceded by a written notice of the charge that must be produced within thirty days of the knowledge of the misconduct. The employee shall be convened to be heard with a notice of at least 20 (twenty) days to allow him to provide his justifications and entitled to do so with the assistance of a trusted attorney. In lieu of attending the hearing, the employee may file a written statement.

ARTICLE 17

EXPRESS TERMINATION CLAUSE AND FORCE MAJEURE

1. In the event of a force majeure event, which could neither have been foreseen



nor prevented by the exercise of ordinary diligence, such as, merely by way of example, a situation of insecurity or danger to personnel, natural disasters, epidemics and contagions, forced evacuations which prevent the regular performance of activities and which make it impossible to fulfill contractual obligations, this contract shall be considered terminated.

ARTICLE 18

AGE LIMIT

1. Unless the local law provides for a lower limit, this contract shall end on the first day of the month following the reaching of 67 years of age, as required by the Italian law.

ARTICLE 19

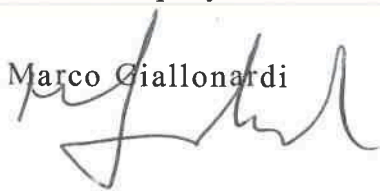
APPLICABLE LAW AND COMPETENT COURT

1. Except as otherwise provided in the provisions herein, the employment conditions governed by this contract shall be subject to local law.
2. Without prejudice to the provisions of general international and conventional law, the local court shall be competent to resolve any disputes that may arise from the application of this contract.

Maputo, 1st July 2021

The Employee

Marco Giallonardi



The Director

AICS Office in Maputo
Ginevra Letizia



ANNEXES

Annex 1: Terms of Reference.

Under the overall supervision of AICS Regional Representative in Maputo, the direct supervision of the Programme Coordinator, in close collaboration with the PIU Team and in close consultation with relevant AICS and Embassy officials in Maputo, the **Communication Officer** will contribute to the correct implementation of communication, visibility, reporting and external relations activities of the Italian Cooperation component of the Programme.

In particular, the Communication Officer:

- a) Lead the implementation and monitoring of the Programme Communications and Visibility plan, including analysis on target audiences, stakeholders and beneficiary communities;
- b) Sustain partnerships with communication and public information officers at the EU Delegation, ADA, UNCDF, and Mozambican authorities as appropriate, to ensure alignment and commonality in strategic communications around the Programme;
- c) Build capacity of partners and provide technical guidance on the use of communication tools;
- d) Lead the development, editing, production and dissemination of communication and visibility material for the Programme, i.e. publications, proceedings of events/meetings, presentations, briefs, newsletters, brochures, factsheets, infographics, posters, banners, e-media, among others. Coordinate with external suppliers and consultants for content development, editing, production and distribution of communication products and reports, and for the organization of events;
- e) Contribute to the management and improvement of the social media platforms, including Facebook, Twitter and Instagram;
- f) Produce, review and perform quality control of all Programme external reports and official documents;
- g) Lead the organization of Programme-related events and meetings, with regards to the communication, visibility and outreach aspects and interaction with the press and media outlets;
- h) Create synergies with communication and visibility actions and related plans/platforms carried out by AICS Maputo and coordinate with relevant officers at AICS HQ, as well as at the Embassy in Maputo;
- i) Perform any other relevant activities as required.