

AGREEMENT

1. AGREEMENT made on the 30 JANUARY, 2011 between the Permanent Secretary in the Ministry of Foreign Affairs, Malta, hereinafter called the **Permanent Secretary**, and Dr Joseph Cassar (Identity Card Number 16548(M) who has been appointed Principal Representative of Malta to the People's Republic of China, hereinafter called the **Ambassador**, for services to be rendered to the said Ministry of Foreign Affairs, and for any other duties which may be assigned to him by the Permanent Secretary.
2. The Ambassador undertakes to perform his duties faithfully and diligently for a period of three years on a full time basis. During the whole period of engagement, the Ambassador will act in all respects according to the instructions or directives given to him by the Permanent Secretary, or by a senior official of the Ministry of Foreign Affairs delegated for the purpose by the Permanent Secretary.
3. The Ambassador is to report exclusively to the Minister of Foreign Affairs and/or the Permanent Secretary and/or a senior official of the Ministry of Foreign Affairs delegated for the purpose by the Permanent Secretary.
4. This Agreement is effective as from the 1st December 2010.
5. The financial remuneration payable under this Agreement shall be at the levels approved from time to time by the Ministry of Finance. An Ambassador residing abroad shall receive, in addition to the salary of his substantive grade, such allowances and/or other remuneration by way of emoluments at the level determined for each country of post as would have been approved, in every instance, by the Finance authorities.
6. In addition to the conditions that are specifically listed in this Agreement, the conditions of employment shall be regulated by the provisions of the *Conditions of Service for Officers serving overseas*, as may be unilaterally amended by the Ministry from time to time, interpreted, and applied generally and specifically by the Permanent Secretary or by a senior official of the Ministry of Foreign Affairs delegated for the purpose by the Permanent Secretary.
7. If the Ambassador shall be compelled by reason of ill health (not caused by his own misconduct) to resign office or if, at any time, it shall be certified by a duly qualified medical officer that he is incapable by reason of any infirmity of mind or body (not caused by his own misconduct) of rendering further effective service, the financial remuneration due in each particular instance shall be paid up to the date of such resignation or certificate.
8. A certificate duly signed by a qualified medical officer shall be conclusive evidence on the question as to whether the Ambassador was compelled to resign his office by reason of ill health within the meaning of Clause 7 of this Agreement.



9. The Ambassador shall conform to the general Government rules and regulations in force from time to time, and shall comply with his obligations under the Official Secrets Act and other pertinent legislation.
10. The Ambassador may not issue any declarations to the media and or the press without prior authorization from the Minister of Foreign Affairs and or the Permanent Secretary and or a senior official of the Ministry of Foreign Affairs delegated for the purpose by the Permanent Secretary.
11. The ambassador may not, at anytime, express views, which run counter to government policy. Serious breaches of this nature may result in immediate termination of posting.
12. If the Ambassador shall, at any time after signing hereof, neglect or refuse for any cause (other than ill health not caused by his own misconduct) or become unable to perform any of his duties or to comply with any order, or shall disclose any information respecting the affairs of the Government of Malta to any unauthorised person or persons, or shall in any manner misconduct himself, his employment will be terminated forthwith and thereby all rights and advantages reserved to him by this Agreement shall cease.
13. Subject to the required Constitutional procedures, this Agreement may be terminated by the Ministry of Foreign Affairs at any time on three months' notice in writing or on payment of three months' Malta salary at the rate payable to the Ambassador were he to be resident outside Malta.
14. The Ambassador may, at any time after expiration of three months from the commencement of the Agreement date, terminate his engagement by giving three months' notice in writing or paying three months' Malta salary to the Ministry of Foreign Affairs at the rate payable to the Ambassador were he to be resident outside Malta.
15. In the event of a change of Government, or of the Prime Minister, or of the Minister responsible for Foreign Affairs, the Ambassador shall be expected to offer his resignation; the agreement may be terminated by either party forthwith. In the event that the Ambassador would be residing abroad, the last date of engagement till when he would be compensated for would however allow for a reasonable period of not more than six (6) weeks, to be decided upon in consultation between the Ambassador and the Permanent Secretary of the Ministry, which would run from the day when the Ambassador's resignation is accepted, in order to permit the outgoing Ambassador to wind down his personal affairs and to make his travel and transportation arrangements. Upon effective termination of his appointment, the Ambassador would be then entitled to receive a terminal benefit equal to six months' salary.
16. If the Ambassador determines his engagement otherwise than in accordance with this Agreement, he shall be liable to pay as liquidated damages to the Ministry of Foreign Affairs three months' Malta salary at the rate payable to the Ambassador were he to be resident outside Malta.
17. In the event of pecuniary damages arising from disregarding or failing to comply with any order, standing order, or instruction by the Permanent Secretary or from any neglect of duty whatsoever on his part, he may be liable to a deduction from his financial remuneration to make good the damages or any part thereof, the amount of which shall be fixed by the Ministry of Foreign Affairs.

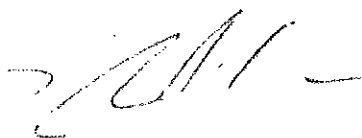


18. Three months prior to the completion of service under this Agreement, the Ambassador shall give notice in writing to the Permanent Secretary whether he desires to remain in employment, and the Ministry of Foreign Affairs shall thereupon determine whether it will extend his engagement under this Agreement for a further period, to be agreed between the parties, under the same terms and conditions or under other terms and conditions which would have been mutually agreed upon between the two parties.
19. No changes to this Agreement shall become effective without the written consent of both parties to the Agreement.

As witness our hands the day and year above written.

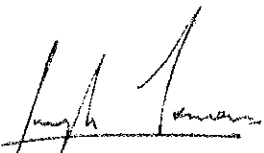
Signed by

- on behalf of the Ministry of Foreign Affairs




Permanent Secretary
ID Number 495758 (M)
Permanent Secretary

- the Ambassador



Dr. Joseph Cassar
ID Number 16548(M)

- in witness to the signatures on the Agreement



Ms Angele Azzopardi
ID Number 301666 (M)
Director Financial Management

MINISTRY OF FOREIGN AFFAIRS

210

POSTING DETAILS

Name of Officer Dr Joseph Cassar Grade Ambassador Malta Yearly Salary 33,853*
Euro

* Salary to be paid in Malta

ID No. 16548 M Date of Birth 22.12.1947

Married ☒ Single ☐

Name of Spouse Tanya Accompanying Officer Yes ☐ No ☒

Children Name	Date of Birth	Status	Accompanying Officer	
			Yes	No
<u>Mateja Enrika</u>	<u>01.06.1977</u>	<u>Married</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Valentina Marija</u>	<u>08.06.1982</u>	<u>Single</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I declare that above information is correct. I undertake to inform Head Office about any employment taken up in the country of post by any members on my family who are accompanying me, in accordance with paragraph 1.2.14 of the Conditions of Service.

[Signature]
Signature

15/3/2013
Date

- Posted to Beijing Tour of duty starts 1st December 2010 Duration 31st January 2014
on
- Global Emoluments Payable 621,886 Rmbi Yearly
- Representation Allowance €3,261 Yearly
- Home leave falls due in December 2011/2012

Date 23 January 2013 Authority Ref: Original JPG/01/07
Revision JPG/01/07/B

[Signature]
Permanent Secretary

1st January 2013
Effective date of supersession
of
original authority

drawn up by Ms Rosette Spiteri Cachia [Signature]

checked by Mr Victor Grech [Signature]

MFA Form 1

The personal and/or sensitive information provided in this application form shall be processed in accordance with the provisions of the Data Protection Act (Cap. 440 of the Laws of Malta). The contents of this document are confidential and solely processed for use by the Ministry of Foreign Affairs.

MINISTRY OF FOREIGN AFFAIRS

955

POSTING DETAILS

Name of Officer Dr Joseph Cassar Grade Ambassador Malta Yearly 32,130 w.e.f. 01.12.10*
Salary Euro 32,191 w.e.f. 01.01.11

* Salary to be paid in Malta

ID No. 16548 M Date of Birth 22.12.1947

Married ☒ Single ☐

Name of Spouse Tanya Accompanying Officer Yes ☐ No ☒

Children Name	Date of Birth	Status	Accompanying Officer	
			Yes	No
<u>Mateja Enrika</u>	<u>01.06.1977</u>	<u>Married</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Valentina Marija</u>	<u>08.06.1982</u>	<u>Single</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I declare that above information is correct. I undertake to inform Head Office about any employment taken up in the country of post by any members on my family who are accompanying me, in accordance with paragraph 1.2.14 of the Conditions of Service.

[Signature]
Signature

9th March 2011
Date

- Posted to Beijing Tour of duty starts 1st December 2010 Duration 31st January 2014
on _____
- Global Emoluments Payable 621,886 Rmb Yearly
- Child Allowance payable in respect of _____ Children
- Home leave falls due in December 2011/2012

Date 8th February 2011

Authority Ref: Original JPG/01/07

Revision _____

[Signature]
Permanent Secretary

1st January 2011
Effective date of supercession
of
original authority

drawn up by Ms Anna Maria Spiteri

[Signature]

checked by Ms Rosette Spiteri Cachia

[Signature]

Contract of Employment

A DEFINITE TERM CONTRACT OF EMPLOYMENT ENTERED INTO ON THE 26TH AUGUST 2013
BY AND BETWEEN

- DR MARIO VELLA, APPEARING HEREON FOR AND ON BEHALF OF THE MALTA
ENTERPRISE CORPORATION (HEREINAFTER REFERRED TO AS THE "EMPLOYER")

AND

- SAI MIZZI LIANG, HOLDER OF PASSPORT NO. 0001102 OF 56 "TRADEWINDS", TRIQ IL-
MOLLETTA, SWIEQI, SWQ 3533 (HEREINAFTER REFERRED TO AS THE "EMPLOYEE").

IN THIS PRESENT CONTRACT the following expressions shall have the following meanings:

"Employer" or "ME" shall mean the Malta Enterprise as incorporated by Act of Parliament ;

"Competing/Conflicting activity" shall mean any business, trade or occupation the same as or
similar to or in conflict with any activity carried on by the Employer;

"Employment" shall mean the employment of the Employee in accordance with the terms of
this present contract, and especially the terms of clauses 1 and 2.

"Information" shall mean all communications and all information whether written, visual or
oral and all other material supplied to or obtained by the Employee from the Employer during
the continuance of the Employment and all information, reports, recommendations or advice
given to any Director, staff member or other person connected with the Employer in
pursuance of the Employee's duties hereunder, and shall include any information from
whatever source supplied to or obtained by the Employee concerning the trade secrets,
customers, business associations, government and/or parastatal departments and
transactions, financial arrangements and technical or commercial affairs of the Employer.

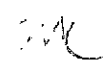
TERMS AND CONDITIONS

In consideration of the mutual promises and covenants herein contained, the parties hereto
hereby agree as follows:

1. Employment

The Employer hereby appoints the Employee as Envoy for the People's Republic of
China the Employee hereby accepts this appointment upon the terms and conditions
hereinafter set forth.

It is stipulated that the Employee may be assigned any other duties commensurate
with Employee's qualifications and aptitude even under any other designation within
the organisation of the Employer-provided that the terms and conditions of this
agreement are maintained in favour of the Employee.



2. **Term**

This Agreement is for a 3 year definite term contract commencing on 26th August 2013.

Six months prior to the completion of service under this Agreement, the Employee shall give notice in writing to Malta Enterprise whether he desires to remain in employment, and Malta Enterprise shall thereupon determine whether it will extend his/her engagement under this Agreement for a further period, to be agreed between the parties, under the same terms and conditions or under other terms and conditions which would have been mutually agreed upon between the two parties.

3. **Remuneration**

For all services rendered by the Employee under this Agreement, the Employer shall pay the Employee who accepts the salary and benefits as indicated in the attached schedule marked **Document A** which schedule forms an integral part of this agreement.

The Employee may be required to work a number of possible additional hours as may be required by internal or customer requirements or as directed by the Employer.

4. **Duties**

The Employee is employed on a full time (minimum forty hours per week) basis and shall ensure that she delivers the service in such a manner as to properly execute the functions and duties of the post. The Employee shall carry on and manage and control generally the operations and business of the Employer as assigned to her by the Employer and shall perform such other functions as may be determined by the Employer.

5. **Leave**

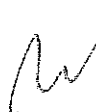
a. Leave and other entitlements shall be in conformity with the law

b. Vacation leave

All leave entitlement is to be utilised during the current year in which it is due and all unutilised leave will be forfeited if it is not so availed of unless prior approval is obtained to carry forward such leave to the following year.

c. Sick leave

The Employer reserves the right to require certification by a medical advisor of its choice.



6. **Policies**

The Employee shall abide by the policies set forth in the annexed **Document B** and **Document C** and in addition thereto shall also abide by any policies promulgated by the Employer from time to time. In addition, the Employee shall also abide by the confidentiality provisions of the Business Promotion Act and any law in replacement thereof and it is stipulated for the avoidance of doubt that any breach of the obligations imposed thereby shall be deemed to be sufficient grounds for summary dismissal.

7. **Overseas duty travel**

The Employee agrees to travel on Employer business from time to time as may be necessary and in accordance with the Employer's policy regulating such travel. The Employer will reimburse any expenses incurred in this respect in accordance with the same policy.

8. **Use of resources & training**

The Employee may be provided with training and entrusted with various corporation resources, including IT and telecommunications resources and shall be expected to use such resources reasonably and responsibly to the sole benefit and interest of the Employer.

In the event that the Employer assigns the Employee for training the Employee shall be required to enter into an agreement in accordance with the Employer's policy regulating such training sponsorship.

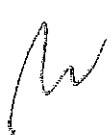
9. **Extent of Services**

The Employee's reporting line is the one indicated in Document D herewith. In any case the Employer reserves the right to designate a different person for reporting purposes. The Employee shall devote such time, attention and energies to the business as is required by the Employer.

The terms of reference of the Employee are listed in **Document D** herewith attached which forms an integral part of this agreement.

10. **Performance Appraisals**

Performance appraisals are generally held on an annual basis but the Employer reserves the right to introduce, modify or remove any system of performance appraisal and the achievement of positive appraisals, unless agreed otherwise in writing, does not guarantee enhancement of remuneration by way of bonus or increment which enhancement shall remain at the sole discretion of the Employer.



11. **Termination**

Without prejudice to any other right or remedy allowed by Law to the Employer, the Employer shall have the right to terminate the employment of the Employee, in the event of any good and sufficient cause as detailed in Article 12 hereunder justifies such termination and in the case of proved non performance or breach of this Agreement on the part of the Employee.

Moreover this Agreement may be terminated by Malta Enterprise at any time on three months' notice in writing or on payment of three months' Malta salary at the rate payable to the Employee were s/he to be resident outside Malta.

The Employee may, at any time after expiration of three months from the commencement of the Agreement date, terminate his/her engagement by giving three months' notice in writing or paying three months' Malta salary to Malta Enterprise at the rate payable to the Employee were s/he to be resident outside Malta.

If the Employee determines his/her engagement otherwise than in accordance with this Agreement, the Employee shall be liable to pay as liquidated damages to the Employer three months' Malta salary at the rate payable to the Employee were the Employee to be resident outside Malta.

Upon termination of this contract for whatever reason the Employee shall not at any time thereafter represent himself as being in any way connected with the business or affairs of the Employer and shall return to the Employer any and all property of the Employer and shall moreover resign from any position or appointment to which the Employee had been appointed as a consequence of the employment.

This agreement may be terminated by the Employee paying to the Employer a sum equal to one-half of the full wages that would have accrued had the contract of employment remained in force or by working one week in lieu of every unserved month up to a maximum of twelve weeks at discretion of the Employer.

12. **Discipline and performance**

Disciplinary procedures shall be such as to ensure objective and reasonable treatment of the Employee in the event that in the opinion of management such procedures are required; the procedure shall be administered by the Employer.

13. **Confidentiality & Dedication**

The Employee shall maintain strict confidentiality on all matters related to the Employer and recognizes that the breach of this obligation may be good and sufficient cause for dismissal.

The Employee, except with the prior consent of the Employer in writing, may not be engaged on or concerned with or interested in any other competing/conflicting activity even of a gratuitous nature and it is stipulated without prejudice to the absolute discretion of the Employer in this regard that consent shall not be given if business or occupation concerned constitutes a conflict of interest or may influence negatively the performance of the Employee.

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14. Standard of dress and personal appearance

The Employee agrees to maintain a high standard of dress and personal appearance compatible with the working environment in which she duties are carried out and with the post occupied.

15. Notices

All notices or other communications provided for by this Agreement shall be made in writing and shall be deemed properly delivered when (i) delivered personally, or (ii) by the mailing of such notice to the parties entitled thereto, by registered or certified mail, postage prepaid to the parties at any such address designated in writing by one party to the other.

16. Amendments

No supplement, modification or amendment of any term, provision or condition of this Agreement shall be binding or enforceable unless executed in writing by the parties hereto.

17. Severability

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

18. Subject Headings

The subject headings of the articles, paragraphs and sub-paragraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

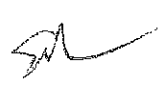
19. Applicable Law

This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of Malta.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date 26th August 2013.



Dr Mario Vella
Executive Chairman
Malta Enterprise Corporation
The Employer


Sai Mizzi Liang
The Employee



Document A

1. An annual salary of Rmnbi 621,885 per annum (married rate), or equivalent Euros, payable pro rata on the last working day of each month commencing on the 26th August 2013, of which Euro 33,853 (Malta salary) is subject to taxation.
2. The Employer shall subscribe to a Director's & Officers Liability Insurance Scheme at terms acceptable to the Employer.
3. The Employer shall pay the Employee:
 - a. A one-time settling-in allowance payment, upon posting overseas, equivalent to 42 days per diem rate (non-taxable) as approved by the Employer, unless the officer's permanent residence is within the same country of posting. In the latter's case, the Employer pays 10 days travel per diem;
 - b. A Representation Allowance equivalent to Euro 3,261 (three thousand two hundred and sixty one euro) per annum (taxable);
 - c. A one-time Outfit Allowance payment, upon first posting overseas, equivalent to Euro 931.75 (nine hundred and thirty one euro and 75 euro cents) (non-taxable, against receipts);
 - d. An annual Child Allowance, to be paid to a dependent child, equivalent to Euro 1,454 (one thousand four hundred and fifty four euro) per annum, less the allowances received under the Malta's social legislation.
4. The Employer shall reimburse the following expenses:
 - a. 90% of costs incurred related to Education Allowances, subject to a capping of Rmnbi 158,647 and Conditions of Service;
 - b. 90% of costs incurred related to Medical Care, subject to admissibility and the Conditions of Service. Any claims beyond Euro 465 are subject to prior approval by the Employer;
 - c. 90% of costs incurred related to Dental Care, subject to admissibility and the Conditions of Service. Claims for dental treatment is limited only to extraction of teeth, fillings and cleaning;
 - d. 50% of costs incurred related to Ophthalmic Care, subject to admissibility and the Conditions of Service. The General Practitioner or Consultant's medical visit is reimbursed at 90% of cost. Ophthalmic care is limited to general care. Other treatments of cosmetic nature are not allowed;
 - e. Rental of the telephone service as well as 20% of the fixed line communications;
 - f. Fully expensed mobile phone [Note: unless provided otherwise in the employment agreement, the Ministry of Finance circular applies].
 - g. A maximum of 5 travel tickets, to be paid once per posting abroad to Employee, his/her spouse and dependents up to 21 years who are not gainfully occupied, upon posting / home leave / end of posting (in the case that the officer is accompanied overseas by the family members). Business class travel is paid to officers from Scale 3 upwards upon posting and at the end of posting. Home leave is to be availed of after 18 months of service



overseas over a 3-year posting. The home leave travel is paid at Economy class.

- h. Payment of up to one 20ft container (sea freight) or 500kg (airfreight) as well as up to 20kg excess luggage upon taking up the posting as well as upon return from posting abroad;
- i. A fully expensed residence (except for linen, pillows);
- j. An official car inclusive of fuel whilst serving in Mission abroad;
- k. Official hospitality to be reimbursed within the limit of the funds provided for in the Mission cost centre.



The Employee:
Sai Mizzi Liang
26th August 2013



Document B

DATA PROTECTION CLAUSE

In terms of the Data Protection Act, Chapter 440 of the Laws of Malta (the "Act"), as a controller of personal data collected from you, Malta Enterprise ("ME") is obliged to process your personal data fairly and in accordance with the Act. Accordingly, ME is required to outline the purposes for which your personal data will be processed, highlight your rights under the Act and guarantee that adequate safeguards are implemented to protect the integrity of the data.

In terms of the Act and this contract of employment, ME will process your personal and/or sensitive personal data for any or all of the following purposes:

1. The proper performance of your contract of employment;
2. Establishing, exercising or defending any legal claims arising;
3. The compliance with duties and the exercise of any rights arising from any law being in force in Malta from time to time as the case may be;
4. The measurement, recording and appraisal of your performance and progress at work;
5. The protection and promotion of ME's legitimate interests and the proper/efficient design and delivery of its services;
6. Security;
7. The administration and management of benefits, in particular insurance benefits, to which you are entitled.

Additionally ME shall be making use of a biometric system strictly for the purposes of:

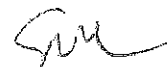
1. Ensuring a secure identification and authentication of employees upon entering its premises;
2. Managing attendance, time keeping and leave of employees.

Relevant data will be shared, if appropriate or necessary, with affiliated and/or associated companies as well as any other persons for any or all of the purposes listed above. The Company reserves the right to share your data, as may be required, with any general practitioner and/or medical consultant commissioned by ME to ascertain the veracity of any sickness or injury leading to absence.

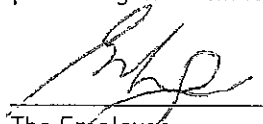
You have the right to require ME to provide you with information about your personal data which it is processing, the right to rectify, or in appropriate circumstances, erase any inaccurate, incomplete or immaterial personal data which is being processed. However, kindly inform ME of any variations relating to your personal data which it is processing.

In addition, please be aware that ME is likely to process personal data appertaining to persons other than yourself such as, for example, in the management of your insurance benefits. Accordingly, by signing this contract you confirm that you have brought the terms of this letter to the attention of these other persons and obtained their respective consents.


You are obliged to adhere and comply with all the official policies issued by ME.



ME undertakes to implement appropriate measures and safeguards for the purpose of protecting the confidentiality, integrity and availability of all data processed.



The Employee:
Sai Mizzi Liang
26th August 2013



Document C

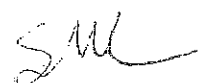
Code of Ethics - First Schedule, Public Administration Act (Cap. 497)

A. Principles

1. This Code of Ethics is adopted within a framework of principles which are fundamental to the ethos governing behaviour. These have been identified as public trust; serving the public and the business community; responsibility to the Government of the day; productivity and flexibility; and public employees' rights.
2. The public has a right to expect that public sector organisations and their employees are of the highest integrity and competence and serve all citizens fairly, reasonably, equitably and efficiently.
3. Public employees shall provide impartial and accurate advice to the Government of the day and shall implement its policies promptly, efficiently and effectively.
4. The public and the business community have a right to expect that public employees will seek to meet their legitimate needs promptly and courteously.
5. The nation expects public employees to be committed to a constant quest for innovation, improved productivity, and the simplification of procedures, so as to contribute to national economic growth and competitiveness.
6. Public employees shall make full use of information and communication technology as an essential tool in the improvement of public administration and the delivery of better services, and they shall ensure that they possess the necessary skills to this end.
7. Public employees' rights are all the rights of employees, within the provisions of legislation and regulations.

B. Conflicts of Interest

8. A conflict of interest may be defined as a situation in which a public employee has a private or personal interest sufficient to influence or appear to influence the objective exercise of his or her official duties.
9. Public employees shall avoid any financial or other interest or undertaking that could directly or indirectly compromise the performance of their duties.
10. In many cases only the individual employee will be aware of the potential for conflict. Therefore, the onus is on the employee to disclose to his/her senior if a potential or actual conflict of interest arises.
11. This includes the notification of all relevant personal, financial, business or other interests, in particular:
 - (a) any directorship, partnership, agency or any shareholding;
 - (b) any interest in any activity or business in which or with which the organisation is engaged;
 - (c) any interest in goods or services recommended or supplied to the organisation.



12. Public employees shall notify the head of the organisation in writing within a week whenever any of the above interests arise namely, upon assuming office, change in duties or due to a change in circumstances.

C. Acceptance of Gifts or Benefits

13. No public employee or any member of his/her household shall accept gifts or services such as might be deemed to create an obligation, real or imagined.

14. A gift can be interpreted as an inducement or a reward simply because of its intrinsic value and therefore only token gifts may be accepted.

D. Personal and Professional Behaviour

15. Public employees shall perform any duties associated with their positions diligently, impartially and conscientiously, to the best of their ability. During the whole period of engagement, the Employee:

(a) will act in all respects according to the instructions or directives given to her by Malta Enterprise;

(b) is to report exclusively to Malta Enterprise;

(c) shall conform to the general Government rules and regulations in force from time to time, and shall comply with his/her obligations under the Official Secrets Act and other pertinent legislation.

(d) may not issue any declaration/s to the media and/or the press without prior authorization from Malta Enterprise.

(e) may not, at anytime, express views, which run counter to government policy. Serious breaches of this nature may result in immediate termination of posting

16. In the performance of their duties, public employees shall:

(a) keep up to date with advances and changes in their area of expertise;

(b) comply with any relevant legislative or administrative requirements;

(c) treat members of the public and other staff members with courtesy and sensitivity to their rights;

(d) provide all necessary and appropriate assistance to members of the public;

(e) maintain adequate documentation to support any decisions made;

(f) strive to obtain value for public money spent and avoid waste and extravagance in the use of public resources;

(g) not take or seek to take improper advantage of any official information gained in the course of employment;

(h) not wilfully supply incorrect or misleading information;

(i) not indulge in favouritism or nepotism.

17. At all times the behaviour of a public employee shall be in such a way as not to discredit his/her position and not to reflect adversely on the public service.

18. Public employees shall be expected to give full support to the Government of the day regardless of which political party or parties are in office. When implementing Government policy, public employees' own values and beliefs shall not take precedence over those explicit or implicit in Government policy.

19. Public employees shall not harass or discriminate in work practices on the ground of sex, marital status, pregnancy, age, race, colour, nationality, physical or intellectual impairment, sexual preference, or religious, political or other convictions / allegiances when dealing with their colleagues and members of the public.



20. Public employees have a duty to report to a senior employee any unethical behaviour or wrongdoing by any other public employee during the course of his/her duties.

E. Fairness and Equity

21. Issues or cases being considered by public employees shall be dealt with consistently, promptly and fairly. This involves dealing with matters in accordance with approved procedures, without discrimination on any grounds. There is an obligation to treat each issue reasonably and with a view to meeting the principles of natural justice.

22. When using any discretionary powers public employees shall ensure that they take all relevant facts into consideration and have regard to the particular merits of each case.

F. Use of Official Information

23. A public employee shall only disclose official information or documents acquired in the course of his/her employment when required to do so by law, in the course of duty, or when proper authority has been given. In such cases, comments made by public employees shall be confined to factual information and shall not express opinion on official policy or practice.

24. A public employee as defined in article 2 of the Public Administration Act shall not accept employment in the private sector if s/he will be placed in a position to make use of "insider information" if such information came to his/her knowledge as a direct result of his/her public employment.

G. Use of Official Facilities and Equipment

25. It is expected that public employees shall:

- (a) be efficient and economical in the use and management of public resources;
- (b) be scrupulous in their use of public property and services and not permit their abuse by others.

26. Official facilities and equipment shall not be used for private purposes unless prior official permission has been given.

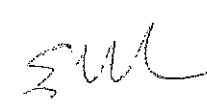
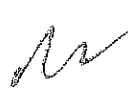
The Employee will be entitled of a fuel allowance when requested to use the Employee's personal vehicle for work reason.

H. Outside Employment and Termination

27. The prior approval of the Permanent Secretary of the Ministry concerned or the Chairperson/Chief Executive Officer is required before public employees may engage in any form of business or employment outside their official duties.

28. In all cases when outside employment is considered, public employees shall give their public sector employment first consideration and avoid situations which could give rise to, or the appearance of, a conflict of interest. In particular, they must consider whether the company or organisation concerned is in, or entering into, a contractual relationship with the Government, whether its primary purpose is to lobby government organisations or members of Parliament, or whether it is in a regulatory relationship with the organisation.

29. Former public employees shall ensure that they do not accept employment or engage in activities which may cast doubts on their own integrity or that of the organisation in which they were previously employed or of the Public Service generally.



I. Political Participation and Comment

30. It is of the greatest importance that public confidence in the impartiality of the public administration shall not be impaired in any way. Public employees need to ensure that their participation in political activities does not bring them into conflict with their primary duty to serve the Government of the day. This is important in order to maintain ministerial and public trust in the impartiality of the advice given, and actions taken, by public employees.

31. Likewise public employees need to ensure that the spirit of paragraph 30. hereof is respected whenever they are asked to make a public comment. Public comment includes public speaking engagements, comments on radio and television and expressing views in letters to the newspapers or in books, journals or notices or where it might be expected that the publication or circulation of the comment will spread to the community at large.

32. Determining what is appropriate in any particular case will depend on the extent of the participation of the individual, the nature of the issue, the position held by the individual and existing regulations within the organisation concerned.

33. If a public employee becomes aware that a potential conflict, whether real or apparent, has arisen or is likely to arise, the public employee shall immediately inform the head of his/her organisation.

34. If a conflict of interest does arise, the public employee may have to stop participating in political activity or withdraw from areas of his/her duties giving rise to the conflict of interest.

J. Sanctions

35. Sanctions may be applied if public employees are involved in breaches of this Code of Ethics.

36. The sanctions applied shall depend on the seriousness and nature of the breaches and may entail formal disciplinary and, or criminal action as applicable.

37. Whenever appropriate, counselling by a supervisor or member of senior staff may also be given.

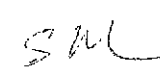
K. State of Health

38. If the Employee shall be compelled by reason of ill health (not caused by his/her own misconduct) to resign office or if, at any time, it shall be certified by a duly qualified medical officer that s/he is incapable by reason of any infirmity of mind or body (not caused by his/her own misconduct) of rendering further effective service, the financial remuneration due in each particular instance shall be paid up to the date of such resignation or certificate.

39. A certificate duly signed by a qualified medical officer shall be conclusive evidence on the question as to whether the Employee was compelled to resign his/her office by reason of ill health within the meaning of Clause X of this Agreement.

L. Termination

40. If the Employee shall, at any time after signing hereof, neglect or refuse for any cause (other than ill health not caused by his/her own misconduct) or become unable to perform any of his/her duties or to comply with any order, or shall disclose any information respecting the affairs of the Government of Malta to any unauthorised person or persons, or shall in any



manner misconduct himself, his/her employment will be terminated forthwith and thereby all rights and advantages reserved to him by this Agreement shall cease.

I acknowledge that I have read and understood the above and in particular I understand that the Company may take disciplinary action and/or seek damages against me if I act in breach of the Code of Ethics.



The Employee:
Sai Mizzi Liang
26th August 2013



Appendix E

THIS AGREEMENT is made on 26th August 2013
BETWEEN:

Of the First Part, Malta Enterprise, a public corporation established in terms of the provisions terms of Cap 463 of the Laws of Malta, duly represented hereon by Dr. Mario Vella, hereinafter referred to as the "First Party";

And

Of the Second Part, Sai Mizzi Liang, holder of passport no. 0001102 of 56 "Tradewinds", Triq il-Molletta, Swieqi, SWQ 3533, duly represented, hereinafter referred to as the "Second Party";

and are hereinafter referred to as the "Parties" or either one of them as a "Party".

WHEREAS:

- (A) The Parties have today entered into an agreement whereby the Second Party has been engaged as Envoy for the People's Republic of China with the First Party;
- (B) During the course of this agreement (hereinafter referred to as "the Agreement"), information of a technical, commercial or proprietary nature may be disclosed by one Party to the other Party and accordingly the Parties agree that such disclosure shall be subject to the terms set out herein.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. In this Agreement:

1.1 "Confidential Information" means:

- (a) all and any information, documents, data and opinions disclosed by a Party (or otherwise acquired by one Party pursuant to the terms of this Agreement) to the other Party including without limitation commercial, financial or proprietary material, pricing information, data, know-how, formulae, processes, operating methods and procedures, results, designs, drawings, specifications, industrial and/or intellectual property, computer programs or other software and any other information relating to this Agreement and/or the business of either of the Parties whether in written, pictorial, visual or oral form or disclosed pursuant to discussions with any of the affiliates, officers, employees, agents, advisors or consultants of a Party;
- (b) information of whatever nature relating to the technology or business or properties of either Party obtained by observation during visits to its premises or those of its affiliates or those of any third party instructed, engaged, or retained in any way whatsoever by a Party;
- (c) analyses, compilations, studies and other documents prepared by either of the Parties, its officers, employees, agents, advisors or consultants which contain or otherwise reflect or are generated from the information specified in paragraph (a) and (b) above;
- (d) samples, prototypes or models relating to this Agreement, the Plant and/or any other technology of the Disclosing Party howsoever obtained and whether prepared solely by a Party or jointly by the Parties; and
- (e) this Agreement.

- 1.2 "Disclosing Party" means the Party disclosing Confidential Information to the Receiving Party or the Party to whom the Confidential Information belongs;
 - 1.3 "Receiving Party" means the Party in receipt of Confidential Information from the Disclosing Party or otherwise acquired by that Party pursuant to this Agreement;
 - 1.4 "Permitted Purpose" means the analysis or use during the course of the Agreement of Confidential Information and (where applicable) the performance of any research or development or supply agreement(s) between the Parties in connection thereto.
2. In consideration of the disclosure to it by a Party or Parties of Confidential Information each of the Parties hereby respectively agrees with and undertakes to the other, on behalf of itself and all persons to whom disclosure by it is permitted within the terms of this Agreement, that, subject as herein described, all Confidential Information, howsoever acquired or received by the Receiving Party:
- 2.1 shall not be used for any purpose other than the Permitted Purpose; and
 - 2.2 shall be held strictly confidential and shall not be divulged directly or indirectly or otherwise made available in whole or in part to any third party without the prior written consent of the Disclosing Party provided that the Receiving Party may without such approval disclose such Confidential Information :
 - (a) to an affiliate of the Receiving Party directly concerned with the Permitted Purpose and whose knowledge of the Confidential Information is essential for the Permitted Purpose. For the purposes of this Agreement "Affiliate" shall mean any holding company or subsidiary company of the Receiving Party or any company which is a subsidiary company of the holding company of the Receiving Party; or
 - (b) to the extent strictly necessary for the Permitted Purpose to its employees and officers and to its outside professional advisors or the employees, officers or outside professional advisors of its affiliates directly concerned with the Permitted Purpose and whose knowledge of the Confidential Information is essential for the Permitted Purpose (provided that such employees and officers and outside professional advisors shall be made aware of the confidential nature of the Confidential information and the Receiving Party's obligations contained in this Agreement and the Receiving Party shall assume full responsibility for the actions of such employees and officers and professional advisors).

Provided that prior to any disclosure of Confidential Information under paragraphs (b) to (c) above, the Receiving Party shall ensure that each recipient thereof is made aware of the confidential nature of the Confidential Information and the Receiving Party shall assume full responsibility for the actions of its affiliates, employees and officers and professional advisers. And provided further that prior to any disclosure of Confidential Information to an affiliate under paragraph (a) above the Receiving Party shall first obtain from such Affiliate a duly binding agreement on terms no less strict than those hereunder, inform the Disclosing Party in writing of such disclosure and provide the Disclosing Party with a copy of such agreement forthwith if so requested.
3. The undertakings contained in Clause 2 shall not apply to such of the Confidential Information as:
- 3.1 is at the time of being obtained by the Receiving Party within the public domain other than as a result of breach of this Agreement; or

- 3.2 is proved by documentary evidence as being at the time of the Agreement already lawfully in the possession of the Receiving Party; or
 - 3.3 after being obtained by the Receiving Party comes within the public domain other than by reason of a breach by the Receiving Party of the undertakings contained in this Agreement; or
 - 3.4 is properly received by the Receiving Party from a third party who is rightfully in possession of such Confidential Information and who is not bound by any obligation of confidence or secrecy;
 - 3.5 is proved by documentary evidence as having been independently developed by the Receiving Party or its Affiliates with no knowledge of the Confidential Information;
 - 3.6 is disclosed with the Disclosing Party's written consent to disclosure;
 - 3.7 is required to be disclosed by the Recipient by a court of competent jurisdiction, administrative agency or governmental body, or by law, rule or regulation, or by applicable regulatory or professional standards, or the requirements of any recognised stock exchange provided that the Recipient has taken all practicable legal steps to prevent such disclosure;
 - 3.8 is subject to the right of access pertaining to eligible persons and/or to disclosure pursuant to the provisions of the Freedom of Information Act [Cap. 496 of the laws of Malta] and/or to any other law that may be in force from time to time in Malta, or it is required by Government considering that the Second Party is a public corporation; or
 - 3.9 it is required to disclose to its professional advisers, auditors, bankers or financiers provided that such discloser enters into a confidentiality undertaking on equivalent terms to this agreement.
4. All Confidential Information shall remain the property of the Disclosing Party and the disclosure of Confidential Information does not amount to a licence in favour of the Receiving Party. Without prejudice to the provisions of the Contract, the Disclosing Party confirms that the Confidential Information is given by it in good faith but does not represent, warrant or undertake that the Confidential Information is accurate, up to date, exhaustive or complete on the subject matter concerned.
5. The Receiving Party hereby acknowledges that any breach by it of any of the provisions of this Agreement may cause serious damage to the Disclosing Party. The Receiving Party undertakes fully and effectively to indemnify and keep indemnified the Disclosing Party for and against all loss, damage, costs and liabilities suffered or incurred by the Disclosing Party arising from:
- 5.1 the unauthorised disclosure of Confidential Information belonging to the Disclosing Party by the Receiving Party or any person to whom disclosure of such Confidential Information is permitted under clause 2; or
 - 5.2 a breach by the Receiving Party of its obligations under this Agreement.
 - 5.3 any failure by the Disclosing Party in exercising any right, power or privilege hereunder shall not, nor shall any single or partial exercise thereof, preclude any exercise of any other right, power or privilege.

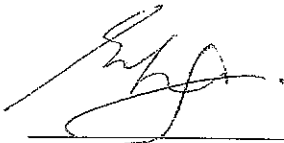
The Parties acknowledge that damages will not normally be an adequate remedy for breach of any of the terms set out in this Agreement and that the Disclosing Party should be entitled to equitable relief including injunctions in respect of any breach by the Receiving Party.

6. Each of the Parties agree and undertake to each other that the Confidential Information shall only be copied or duplicated to the extent strictly necessary for the Permitted Purpose and

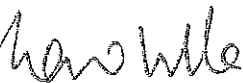
that a restrictive legend shall be placed on each copy prohibiting further reproduction or transfers. Furthermore, any of the Confidential Information and copies, and any extracts, summaries or analyses thereof, shall be returned to the Disclosing Party or destroyed or expunged from any electronic storage device (with written confirmation of the same to the Disclosing Party) within fourteen (14) working days upon expiry or sooner termination of the Permitted Purpose or (if sooner) upon written notice to do so from the Disclosing Party.

7. No Party shall, subject to the requirements of law or any regulatory body, or the rules and regulations of any recognised stock exchange, make any formal announcement, communication or publish any circular to any other person, without the prior written consent of each of the Parties (which consent shall not be unreasonably withheld or delayed).
8. Nothing in this Agreement shall be construed as obliging any of the Parties to disclose Confidential Information to another Party or Parties.
9. The construction, validity and performance of this Agreement shall be governed by and construed in accordance with Maltese law and the Parties irrevocably agree that the courts of Malta shall have exclusive jurisdiction to settle any claims or disputes, which may arise out of or in connection with this Agreement.
10. This Agreement shall become effective on the date first written above and shall remain in full force and effect for a period of three years thereafter.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorised representatives as of the day and year first above written.



Signed by Sai Mizzi Liang, Envoy for the People's Republic of China



Signed by Dr. Mario Vella
duly authorised
for and on behalf of Malta Enterprise



AGREEMENT

1. AGREEMENT made on the ~~7th~~ *17th* ~~July~~ *July* 2006 between the Permanent Secretary in the Ministry of Foreign Affairs, Malta, hereinafter called the **Permanent Secretary**, and Mr Karl Xuereb (Identity Card Number 212460 M) who has been appointed Principal Representative of Malta to the People's Republic of China hereinafter called the **Ambassador**, for services to be rendered to the said Ministry of Foreign Affairs, and for any other duties which may be assigned to him by the Permanent Secretary.
2. The Ambassador undertakes to perform his duties faithfully and diligently for a period of three years on a full time basis. During the whole period of engagement, the Ambassador will act in all respects according to the instructions or directives given to him by the Permanent Secretary, or by a senior official of the Ministry of Foreign Affairs delegated for the purpose by the Permanent Secretary.
3. The Ambassador is to report exclusively to the Minister of Foreign Affairs and/or the Permanent Secretary and/or a senior official of the Ministry of Foreign Affairs delegated for the purpose by the Permanent Secretary.
4. This Agreement is effective as from the 27th March 2006.
5. The financial remuneration payable under this Agreement shall be at the levels approved from time to time by the Ministry of Finance. An Ambassador residing abroad shall receive, in addition to the salary of his substantive grade, such allowances and/or other remuneration by way of emoluments at the level determined for each country of post as would have been approved, in every instance, by the Finance authorities.
6. In addition to the conditions that are specifically listed in this Agreement, the conditions of employment shall be regulated by the provisions of the *Conditions of Service for Officers serving overseas*, as may be unilaterally amended by the Ministry from time to time, interpreted, and applied generally and specifically by the Permanent Secretary or by a senior official of the Ministry of Foreign Affairs delegated for the purpose by the Permanent Secretary.
7. If the Ambassador shall be compelled by reason of ill health (not caused by his own misconduct) to resign office or if, at any time, it shall be certified by a duly qualified medical officer that he is incapable by reason of any infirmity of mind or body (not caused by his own misconduct) of rendering further effective service, the financial remuneration due in each particular instance shall be paid up to the date of such resignation or certificate.
8. A certificate duly signed by a qualified medical officer shall be conclusive evidence on the question as to whether the Ambassador was compelled to resign his office by reason of ill health within the meaning of Clause 7 of this Agreement.

9. The Ambassador shall conform to the general Government rules and regulations in force from time to time, and shall comply with his obligations under the Official Secrets Act and other pertinent legislation.
10. The Ambassador may not issue any declaration/s to the media and/or the press without prior authorization from the Minister of Foreign Affairs and/or the Permanent Secretary and/or a senior official of the Ministry of Foreign Affairs delegated for the purpose by the Permanent Secretary.
11. The ambassador may not, at anytime, express views, which run counter to government policy. Serious breaches of this nature may result in immediate termination of posting.
12. If the Ambassador shall, at any time after signing hereof, neglect or refuse for any cause (other than ill health not caused by his own misconduct) or become unable to perform any of his duties or to comply with any order, or shall disclose any information respecting the affairs of the Government of Malta to any unauthorised person or persons, or shall in any manner misconduct himself, his employment will be terminated forthwith and thereby all rights and advantages reserved to him by this Agreement shall cease.
13. Subject to the required Constitutional procedures, this Agreement may be terminated by the Ministry of Foreign Affairs at any time on three months' notice in writing or on payment of three months' Malta salary at the rate payable to the Ambassador were he to be resident outside Malta.
14. The Ambassador may, at any time after expiration of three months from the commencement of the Agreement date, terminate his engagement by giving three months' notice in writing or paying three months' Malta salary to the Ministry of Foreign Affairs at the rate payable to the Ambassador were he to be resident outside Malta.
15. In the event of a change of Government, or of the Prime Minister, or of the Minister responsible for Foreign Affairs, when the Ambassador shall be expected to offer his resignation, the agreement may be terminated by either party forthwith. In the event that the Ambassador would be residing abroad, the last date of engagement till when he would be compensated for would however allow for a reasonable period of not more than six (6) weeks, to be decided upon in consultation between the Ambassador and the Permanent Secretary of the Ministry, which would run from the day when the Ambassador's resignation is accepted, in order to permit the outgoing Ambassador to wind down his personal affairs and to make his travel and transportation arrangements. Upon effective termination of his appointment, the Ambassador would be then entitled to receive a terminal benefit equal to six months' salary.
16. If the Ambassador determines his engagement otherwise than in accordance with this Agreement, he shall be liable to pay as liquidated damages to the Ministry of Foreign Affairs three months' Malta salary at the rate payable to the Ambassador were he to be resident outside Malta.
17. In the event of pecuniary damages arising from disregarding or failing to comply with any order, standing order, or instruction by the Permanent Secretary or from any neglect of duty whatsoever on his part, he may be liable to a deduction from his financial remuneration to make good the damages or any part thereof, the amount of which shall be fixed by the Ministry of Foreign Affairs.

18. Three months prior to the completion of service under this Agreement, the Ambassador shall give notice in writing to the Permanent Secretary whether he desires to remain in employment, and the Ministry of Foreign Affairs shall thereupon determine whether it will extend his engagement under this Agreement for a further period, to be agreed between the parties, under the same terms and conditions or under other terms and conditions which would have been mutually agreed upon between the two parties.
19. No changes to this Agreement shall become effective without the written consent of both parties to the Agreement.

As witness our hands the day and year above written.

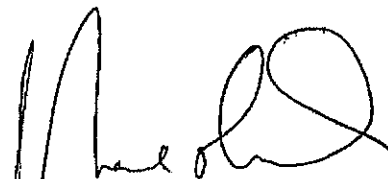
Signed by

- on behalf of the Ministry of Foreign Affairs



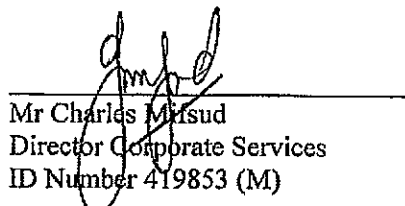
Ms Cecilia Attard-Pirotta
Permanent Secretary
ID Number 521863 (M)

- the Ambassador



Mr Karl Xuereb
ID Number 212460 (M)

- in witness to the signatures on the Agreement



Mr Charles Mifsud
Director Corporate Services
ID Number 419853 (M)

MINISTERU
TA' L-AFFARIJJIET BARRANIN



MALTA

MINISTRY
OF FOREIGN AFFAIRS

Our Ref: MFA 250/64/495

11th February 2009

Mr Karl Xuereb
Ambassador of Malta to the
People's Republic of China

Dear 

I refer to the contract signed on 7th July 2006 between the Ministry of Foreign Affairs and yourself in the capacity as resident Ambassador and Permanent Representative of Malta to the People's Republic of China.

I wish to inform you that the Minister has agreed to extend your engagement as a resident Ambassador and Permanent Representative of Malta and your posting in Beijing until the 31st July, 2010.

This extension is being made in terms of Section 18 of the original contract and under the same terms and conditions.

Kindly sign this letter to show your agreement to the engagement and return it to the undersigned by mail.

Yours sincerely

Cecilia Attard Pirotta
Permanent Secretary

Karl Xuereb
Ambassador

MALTA ENTERPRISE CORPORATION - EXECUTIVES

EMPLOYEE NUMBER		EMPLOYEE NAME		PAY PERIOD	
318606L		SAI MIZZI LIANG		01/05/2014 to 31/05/2014	
YEAR TO DATE	AMOUNT	HOURS	DESCRIPTION	AMOUNT	DEDUCTIONS AMOUNT
GROSS PAY	25419.930	173.33	BASIC PAY	5414.010	TAX 1146.000-
TAXABLE GROSS	25419.930		ALLOWANCE	271.750	SOCIAL SEC. (4D) 164.840-
TAX	5773.000		PRE-TAX ADJ	-626.000	
SOCIAL SECURITY	865.410				
TOTALS THIS PERIOD < 5>					
GROSS PAY	5059.760				
TAXABLE GROSS	5059.760				
TAX	1146.000				
SOCIAL SECURITY	164.840				
TAX NO.: 318606L				GROSS PAY	5059.760-
N.I.NO.: C37989978				LESS TOTAL	1310.840-
A/C : MT07MMEB44118000000011100815001 (c) Dakar Software Systems				NET PAY €	3748.920

MS SAI MIZZI LIANG
 46, AVRIL, APARTMENT 4
 TIGNE SEA FRONT
 Sliema