



pls use acct #71635
e tag voucher as DIMDP

COMMONWEALTH OF DOMINICA
MINISTRY OF FINANCE

Tel: (767) 266 3221/340
Fax: (767) 448 0054
E-mail: finance@dominica.gov.dm
Website: www.dominica.gov.dm

5th Floor, Financial Centre
Kennedy Avenue
Roseau
Commonwealth of Dominica

25th October 2018

The Resident Representative
UNDP Barbados and the OECS
UN House
Marine Gardens
Christ Church
BARBADOS

Dear Madam

I write with reference to my communication of 28th September relating to the CREAD Chief Executive Officer (CEO) and Chief Operating Officer (COO). I also reference the recent amendment to the Letter of Agreement (LoA) for "The Implementation of the Dominica Post Hurricane Maria Recovery Project and the Regional Plan for The Caribbean Post Hurricanes Irma and Maria". These two documents confirm that the Government of Dominica is contracting the CEO and COO for the CREAD on an interim basis until the legislation is in place to give full effect to the institution and its officers.

Further to our agreement in the amended LoA and the discussions held with Mr. King of the Dominica Project Office, I am requesting that UNDP make an initial payment to Ms Pepukaye Bardouille, and Mr Colin Scaife, the incoming CEO and COO respectively as indicated in my earlier communication and confirmed in the attached contracts:

- Ms Pepukaye Bardouille
 - 50% of Mobilization grant – USD 9,000
 - Cost of air travel for family – USD 11,271.11
 - **TOTAL – 20,271.11**
- Mr Colin Scaife
 - Mobilization grant – USD 18,000 (note he is already in Dominica)
 - Cost of airtravel for family – USD 11,271.11
 - **TOTAL – 29,271.11**

The Government of Dominica appreciates your assistance in addressing the request at the earliest convenience and also your continued support.

Sincerely yours

ROSAMUND EDWARDS
FINANCIAL SECRETARY



COMMONWEALTH OF DOMINICA
CABINET OFFICE
CABINET SECRETARIAT

Tel: (767) 266 3279
Fax: (767) 448 8960
E-mail: opm@dominica.gov.dm
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6th Floor, Financial Centre
Kennedy Ave.,
Roseau
Commonwealth Of Dominica

October 12, 2018

Mr. Collin Scaife
Johannesburg
SOUTH AFRICA

Dear Mr. Scaife,

"LETTER OF APPOINTMENT"

I have been instructed by the Prime Minister of the Commonwealth of Dominica to offer you the position of Chief Operating Officer with the Climate Resilience Execution Agency of Dominica (CREAD), in accordance with the terms and conditions specified in the attached contract of engagement. This appointment is offered on the basis of your certification of the accuracy of the information provided by you.

Your assignment starts on 1st November, 2018 and its duration is for the life of CREAD which is expected to be for a period of four years.

If in agreement, you are requested to sign the attached agreement together with the letter of acceptance containing the Oath of Office, and scan and return to the Secretary to the Cabinet.

.....
STEVE FERROL (AMB.)
SECRETARY TO THE CABINET

c.c. Hon. Roosevelt Skerrit, Prime Minister
Hon. Francine Baron, Chairperson of Transition Committee
Mr. Richard Carter, Head of DFID Caribbean

To: Prime Minister of the Commonwealth of Dominica

I hereby accept the appointment described in this Letter of Appointment dated OCTOBER 12, 2018 subject to the conditions therein specified, those laid down in the Annex to this Appointment related to conditions of service

I hereby also accept the Oath of Office.

OATH OF OFFICE

I solemnly affirm to exercise in all loyalty, discretion and conscience the functions entrusted to me as the Chief Operation Officer of CREAD, to discharge these functions and regulate my conduct with the interests only of CREAD and the Commonwealth of Dominica, and not to seek or accept instructions in regard to the performance of my duties from any other Government or other authority external to CREAD.



Collin Scaife

OCTOBER 13, 2018
Date

COMMONWEALTH OF DOMINICA

**SERVICE CONTRACT FOR ENGAGEMENT OF CHIEF OPERATING OFFICER
CLIMATE RESILIENCE EXECUTING AGENCY OF DOMINICA**

AN AGREEMENT made the 13 day of OCTOBER 2018 between the **GOVERNMENT OF THE COMMONWEALTH OF DOMINICA** (hereinafter called the "Government") acting herein by **STEVE FERROL (AMB)**, for **PERMANENT SECRETARY** in the Office of the Prime Minister of the **COMMONWEALTH OF DOMINICA** which expression shall wherever the context so admits include his successors in office of the **ONE PART** and **MR. COLLIN SCAIFE**, of Johannesburg, South Africa (hereinafter called the "Person Engaged") of the **OTHER PART**.

WHEREBY IT IS AGREED AS FOLLOWS:

The person engaged undertakes that he will diligently and faithfully perform the duties of **Chief Operating Officer of the Climate Resilience Execution Agency for Dominica**, for the term of his engagement and will act in all respects according to the instructions and directions given to him by the Government of the Commonwealth of Dominica through the Head of his Department or other duly authorised officer.

In this Agreement the term "Head of his Department" shall include the person for the time being acting as Head of Department.

TERMS OF ENGAGEMENT

Terms of Engagement

Subject to the Provisions of this Agreement the term of engagement of the Person engaged is for **four (4) years** continuous resident service commencing the **1st** day of **November, 2018**.

Entry into force and duration

The contact shall enter into force on the date on which it is signed by the last party. Under no circumstances may performance commence before the date on which the contract enters into force.

ANNUAL BENEFITS (COMPENSATION PACKAGE)

Annual salary

Based on the total contract price, the gross annual salary is **One Hundred and Ninety three Thousand, One Hundred and Seventy Seven Dollars and Seventy Eight Cents in United States Currency (US\$193,177.78)**. This salary is taxable in Dominica and will be paid in Eastern Caribbean or US Currency, paid in monthly increments.

f us

In addition to the salary stated the person engaged shall also receive the following non-taxable benefits annually, which are provided as part of the compensation package:

Housing Allowance:

The person engaged shall receive an accommodation allowance of US\$22,222.22 (EC\$60,000 equivalent) payable in monthly increments, to secure appropriate accommodation for him/her self and family. The housing allowance will be paid in Eastern Caribbean or US Currency.

Children's Allowance

The person engaged shall receive a flat annual allowance per child of US\$3,000 towards the education and other expenses for any child under the age of 18, or if in full-time attendance at a school or university, be less than 21 years of age. This amount will be paid in monthly increments in Eastern Caribbean Currency.

Travel Allowance

The person engaged shall receive a travel grant every two years to cover the cost of return economy class air tickets, for a family of four from Dominica to Johannesburg, South Africa.

Medical Allowance

The person engaged shall receive an annual contribution of US\$3600 (US\$300 monthly) towards the cost of medical insurance premiums for themselves, spouse or named dependent parent, and dependent children, payable in Eastern Caribbean Currency.

Annual Leave

Annual leave is accrued at the rate of 2.5 working days per month of service or a total of thirty (30) calendar days per year. Annual leave must be taken during the period of engagement. Annual leave balances unused by the end of the contract cannot be commuted to cash or transferred.

Sick Leave

Entitlement to sick leave (at full pay) is subject to a maximum rate of two working days for each month of continuous service and may be accumulated during any twelve month period. A medical certificate from a duly qualified physician must support any absence of more than two consecutive working days. After two uncertified sick leave days in any six-month period, medical certification is required. If the person engaged surpasses the twenty four (24) sick leave limit in a year, the period in excess of the limit will be charged against the salary of the person engaged.

Special Leave

Special leave, with full, partial pay or without pay, may be granted in exceptional cases of extended illness, by the Prime Minister, based on the merits of each case.

Official Holidays

The COO will be entitled to observe the official holidays of the Commonwealth of Dominica.

Security Arrangements

CREAD will take whatever steps required to protect its staff.

Local Transportation

CREAD will provide the COO with the use of a suitable vehicle for carrying out his/her work.

Mobile Telephone

The COO will be provided with a CREAD issued mobile phone.

Relocation Benefits

The following non-taxable benefits associated with relocation to and from Dominica to commence and complete the appointment will be borne by CREAD:

a) Air Tickets

CREAD will provide the person engaged with a travel grant of US\$11,271 to cover the cost of air tickets from Johannesburg, South Africa to Dominica on commencement of the assignment. A travel grant of US\$11,271 will also be provided to cover the cost of air tickets for a family of four at the end of the assignment.

b) Mobilisation

CREAD will provide a lump sum "mobilisation element" to the person engaged to meet expenses related to shipment and insurance of personal effects to and from Dominica:

US\$18,000 mobilisation element with fifty per cent (50%) paid no later than 14 days prior to arrival in Dominica and 50% paid on arrival. If for any reason the person engaged does not complete the journey to Dominica or fail to commence duty after having arrived in Dominica, the full amount is refundable by them.

At the end of the assignment with CREAD, the person engaged will also receive a mobilisation element of US\$18,000. The person engaged will be entitled to import to Dominica two (2) 20ft containers of personal effects duty free.

c) Settling-In

The COO will receive a lump sum settling-in grant of US\$18,300 to cover costs of taking up residence in Dominica, and any pre-and-post-departure expenses (transport, hotels, housing search, temporary housing, while personal effects shipment is in transit, etc.) incurred as a result of the relocation. Payable immediately on arrival in Dominica at the start of the assignment.

BANK ACCOUNT DETAILS

The Contractor will be required to open a bank account in the Commonwealth of Dominica to facilitate transfer of payments. Payments shall be made to the contractor's bank account denominated in Eastern Caribbean Currency, identified as follows:

- Name of bank:
- Full address of branch:
- Exact designation of account holder:
- Full account number:

Payments denominated in United States Currency shall be made to the contractor's bank account, identified as follows:

Name of bank: NATWEST International
Full address of branch: Douglas, Isle of Man
Exact designation of account holder: Mr Colin Scaife
Full account number: 36116507
Sort Code: 609541
IBAN: GB18 RBOS 6095 4336 116507
SWIFT: RBOSIMDD

DUTIES

The scope of the services of the person engaged shall include the usual duties of the office of the Chief Operating Officer as specified in the Terms of Reference (Annex I) annexed to this contract.

The person engaged shall reside in such place and occupy himself in such manner as the Government through its duly authorised officers shall direct, and he shall not, either directly or indirectly engage or be concerned in trade or in private professional practice except in so far as is otherwise provided for in writing but shall devote the whole of his time and attention to the service of the Government.

ILL HEALTH

(1) If the person engaged shall be compelled by reason of ill-health (not caused by his own fault) to resign his office, or if at any time it shall be certified by a duly qualified medical officer employed by the Government that he is incapable by reason of any infirmity of mind or body, of rendering further efficient service the Government shall pay his salary up to the date of such resignation or certification.

(2) A Certificate signed by a duly qualified medical officer employed by the Government shall be evidence on the question whether or not the person engaged was compelled to resign his office by reason of ill-health within the meaning of this clause.

DISMISSAL

If the person engaged shall at any time after the signing hereof neglect or refuse or from any cause other than ill-health not caused by his own misconduct as provided in Clause 8 become unable to perform any of his duties or to comply with any order, or shall disclose any information respecting governmental matters to any unauthorized person, or shall be guilty of serious misconduct, the Government may terminate his engagement forthwith and thereupon all rights and advantages reserved to him by this Agreement shall cease.

DETERMINATION OF ENGAGEMENT

(1) The Government may at any time determine the engagement of the person engaged on giving him three (3) months notice in writing or on paying him (1) month's salary.



(2) The person engaged may, at any time, after the expiration of three (3) months from the commencement of his terms of engagement and while in the service of the Government, determine his engagement on giving to the Government three (3) months' notice in writing or on paying to the Government one (1) month's salary.

LIABILITY TO MAKE GOOD DAMAGE

11. In the event of any pecuniary damage arising from the person engaged disregarding or failing to comply with an order, Standing Order, or departmental instructions or from any neglect of duty whatsoever on his part, he may be liable to a deduction from her salary to make good the damage or any part thereof, the amount of which part shall be fixed by the Government.

LEAVE AND TERMINAL PAYMENT

12. The person engaged will ordinarily be granted leave at the rate of thirty (30) working days per annum to be taken annually and in any event before the expiration of the term of his engagement.

REPORTING

11. Unless otherwise provided in the Terms of Reference annexed to this contract, the Contractor shall draw up interim reports and a final report during the period of implementation of the tasks. These reports shall consist of a narrative section and a financial section. The format of such reports is as notified to the Contractor by the Government of Dominica during the period of implementation of the tasks.

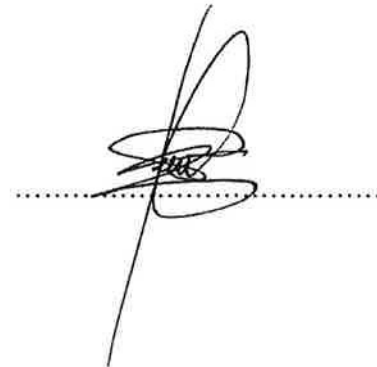
INTERPRETATION

12. This Agreement is subject to Annex I which shall be read as part of this Agreement.

13. This Agreement is to be interpreted in accordance with the laws of the Commonwealth of Dominica AS WITNESS our hands the day and year first above written.

Signed by the within named

STEVE FERROL (AMB.)
SECRETARY TO THE CABINET
For and on behalf of the Government of the
Commonwealth of Dominica

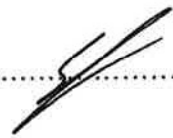
A large, stylized handwritten signature in black ink, written over a horizontal dotted line. The signature is highly cursive and loops around itself.A small, handwritten mark or signature in the bottom right corner of the page, consisting of a few loops and a vertical stroke.

In the presence of

.....

Signed by the within named

MR. COLLIN SCAIFE

.....


In the presence of

.....



COMMONWEALTH OF DOMINICA

BETWEEN:

GOVERNMENT OF THE
COMMONWEALTH OF DOMINICA

AND

MR. COLLIN SCAIFE

AGREEMENT

SOLICITOR



Colin Scaife

16 Raptor View Wildlife Estate
Hoedspruit
1380
Limpopo, South Africa

DATE: 10-13-18
INVOICE # 1
FOR:

Bill To:

CLIMATE RESILIENCE EXECUTION AGENCY OF DOMINICA
COMMONWEALTH OF DOMINICA
6th FLOOR FINANCIAL CENTRE, KENNEDY AVE, ROSEAU, DOMINICA

| DESCRIPTION | AMOUNT |
|--|---------------------|
| MOBILISATION EXPENSES AS PER SERVICE CONTRACT | |
| Travel Grant | \$ 11,271.00 |
| 50% of Mobilisation Element Advance on \$18,000 | \$ 9,000.00 |
| Please wire/transfer the invoice amount to the following account: | |
| Account Name: Colin Stuart Scaife | |
| Account Number: 36116507 | |
| Sort code: 60-95-41 | |
| IBAN: GB18 RBOS 6095 4336 116507 | |
| SWIFT: RBOSIMDD | |
| Bank: National Westminster Bank | |
| Address: 1 Prospect Hill, Douglas, Isle of Man, IM99 1AQ UK | |
| Note this is a USD account | |
| TOTAL | \$ 20,271.00 |

