



**PUBLIC EXPENDITURE REVIEW COMMITTEE AND AUDIT
(APPOINTMENT OF DIRECTOR) ORDER 2007**

Sir F. Goodwin, KBE

Queen's Representative

ORDER IN EXECUTIVE COUNCIL

At Avarua, Rarotonga, this 5th day of **December** 2007

Present:

**HIS EXCELLENCY THE QUEEN'S REPRESENTATIVE
IN EXECUTIVE COUNCIL**

PURSUANT to section 21(1), of the Public Expenditure Review Committee and Audit Act 1995-96, His Excellency the Queen's Representative, acting by and with the advice and consent of the Executive Council, hereby makes the following Order:

ANALYSIS

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|---------------------------|--|
| 1. Title and commencement | 3. Terms and conditions of Appointment |
| 2. Appointment | 4. Revocation |

ORDER

1. Title and commencement – (1) This Order may be cited as the Public Expenditure Review Committee and Audit (Appointment of Director) Order 2007.

(2) This Order shall be deemed to have come into effect on the 14th day of November 2007.

2. Appointment – pursuant to section 21 of the Public Expenditure Review Committee and Audit Act 1995-96, Paul Raui Steven Allsworth is hereby appointed as Director of the office of the Public Expenditure Review Committee and Audit.

Price \$1.50c

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3. Terms and conditions of Appointment – The terms and conditions of the appointment are set out in the schedule hereto.

4. Revocation – The Public Expenditure Review Committee and Audit (Appointment of Director) Order 2004 is revoked.

G.L. Harmon
Clerk of the Executive Council

This Order is administered by the Office of the Public Expenditure Review Committee
and Audit

BY AUTHORITY:
Cook Islands Government – 2007

SCHEDULE

1.0 TERM

- 1.1 The term of the appointment shall be three years, commencing on the 14th day of November 2007.

2.0 DUTIES

- 2.1 The Director shall subject to the provisions of Part III of the Public Expenditure Review Committee and Audit 1995-96 ("the Act") report to the Minister charged with the responsibility of the Office of the Public Expenditure Review Committee and Audit ("the Minister"). The Director shall diligently and faithfully perform his function under the Act and shall devote his best skill and energies to the discharge of his functions and shall use his best endeavours to protect and promote the interests and standing of the Public Expenditure Review Committee and Audit Office ("PERCA").

3.0 REMUNERATION

- 3.1 The Director shall receive a Gross Taxable Annual Salary of \$83,200.00 per annum.
- 3.2 Where there is a general public service salary increase or review of salaries of officers of the Public Service during the term of the appointment, such increase or review shall apply to and include the salary of the Director.

4.0 LEAVE ENTITLEMENT

- 4.1 The Director shall be entitled to paid annual leave of 20 working days per annum, such leave to be taken at such time or times as may be determined by the Minister in consultation with the Director. Such leave shall, if not taken in the year in which it falls due, be carried forward to any succeeding year, or may be remunerated in part or full but only 50%.
- 4.2 The Director shall be entitled to not more than 10 days sick leave per annum, which, if not taken in the year in which it falls due, shall not be carried forward to any succeeding year.
- 4.3 The Director shall be entitled to bereavement leave for immediate family members.
- 4.4 The Director shall be entitled to special and national representation leave, where the Director is representing the office at Conference and Seminars.

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- 4.5 The Director shall be entitled to national representation leave, where the Director has been selected to represent the Country, at Sporting events approved by CISNOC, subject to the approval of the Minister. This leave shall not exceed more than 15 working days in a year and is not accumulative.

5.0 TRAVEL AND ACCOMMODATION ALLOWANCES

- 5.1 The Director shall be entitled when traveling on official business within the Cook Islands or overseas to the travel, accommodation, meal, incidental and other allowances as established by the Audit Office travel policy and guidelines.

6.0 MOTOR VEHICLE

- 6.1 The Director shall be entitled to the use of a motor vehicle provided by the Office.

7.0 POLITICS PROHIBITED

- 7.1 The Director acknowledges and agrees that in the interests of maintaining the independence and integrity of the PERCA Office that he shall not engage in political activity or become a member of or adviser in any capacity to a political party, and shall before becoming a candidate for election as a member of Parliament resign from Office.

8.0 CONFIDENTIALITY

- 8.1 The Director acknowledges that all information that may come into his possession during the term of his appointment is confidential to the Crown, and the Director agrees that he will not at any time without the consent of the Minister, use or convey such information to any person except in the normal course of his duties as may be required by law.
- 8.2 On termination of his appointment for whatever cause, the Director shall leave with or forthwith return to the PERCA Office any files, documents, precedents, reports or other information of or relating to the Crown (including all copies and extracts thereof) which may have come into his possession during the term of his appointment.

9.0 EARLY TERMINATION

- 9.1 The Director may be removed or suspended from office in accordance with section 23 of the Act.

9.2 Where the Director rendered incapable of the proper performance of his duties as a result of mental or physical illness, the appointment may be terminated by the Queen's Representative acting on the advice of the Prime Minister after consultation with the Public Expenditure Review Committee.

10. TERMINATION

10.1 The Director may terminate this Agreement at any time by giving not less than three (3) months notice in writing to the Minister, who shall then advise the Queen's Representative to revoke the Director's Warrant of Appointment.

11. ARBITRATION

11.1 In the event of any dispute or difference arising regarding any matter or thing arising out of these terms and conditions or the interpretation of any clause, matter or thing herein contained or hereby contemplated, such dispute or difference shall be referred to and settled by the Chief Justice of the Cook Islands or his nominee, who is hereby appointed as sole arbitrator pursuant to the Arbitration Act 1908 or any statutory modification or re-enactment thereof for the time being in force in the Cook Islands.
