**DEĊIŻJONI LI ILMENT MA JIĠIX INVESTIGAT AKTAR**

| | |
|---|---|
| **Ilment Nru:** | 150 |
| **Ilment:** | Nuqqas ta' dikjarazzjoni ta' qliegħ minn Membru Parlamentari |
| **Ilmentatur:** | Dr Robert Aquilina, President, NGO Repubblika |
| **Data tal-Ilment:** | 27 ta' Marzu 2023 |
| **Data ta' Dan ir-Rapport:** | 24 ta' Novembru 2023 |

**L-Ilment**

1. Permezz ta' ittra datata s-27 ta' Marzu 2023 (annessa u mmarkata bħala Dok. A), Dr Robert Aquilina, President tal-għaqda voluntarja Repubblika (l-Ilmentatur) talab li tiġi investigata allegazzjoni illi d-Deputat Parlamentari Rosianne Cutajar ma ddikjaratx qliegħ minn kuntratt ta' konsulenza fid-dikjarazzjoni tal-assi tagħha għas-sena 2019.

2. Qed nirriproduċi l-kontenut tal-ilment hawn taħt:

> *Nirreferi għall-allegazzjoni li d-Deputat Rosianne Cutajar ma ddikjaratx qliegħ mill-kuntratt ta' konsulenza mal-ITS fl-2019 kif kienet obbligata li tgħamel.*
>
> *L-allegazzjoni saret fil-media:*
>
> *https://timesofmalta.com/articles/view/rosianne-cutajar-list-extra-job-parliament-declaration.1021210*

3. L-Ilmentatur irrefera għal rapport li deher fl-24 ta' Marzu 2023 fuq is-sit elettroniku tal-gazzetta *The Times of Malta*, intitolat "*Rosianne Cutajar did not list 'extra' ITS job in parliament declaration*". Dan ir-rapport allega illi L-Onor. Rosianne Cutajar naqset meta ssottomettiet id-dikjarazzjoni tal-interessi

tagħha għas-sena 2019, dan peress li ma nkludietx riferenza għall-kuntratt ta' konsulenza li kienet ingħatat mill-Istitut għall-Istudji Turistiċi (ITS) fil-perjodu kopert mill-istess dikjarazzjoni.

**Il-Kuntest**

4. Fit-23 ta' Marzu 2023, deher rapport fuq is-sit elettroniku tal-gazzetta The Shift, intitolat "*REVEALED: Rosianne's contract with ITS…it's not quite what she told Yorgen*"[1]. F'dan ir-rapport, dehret għall-ewwel darba l-allegazzjoni li l-Onor. Cutajar kienet naqset meta ssottomettiet dikjarazzjoni ta' interessi bħala membru tal-Kamra tad-Deputati għas-sena 2019. Fl-istess rapport il-kuntratt ta' impjieg tal-Onor. Cutajar ġie ppubblikat (kopja annessa u mmarkata bħala Dok. B).

5. Fl-4 t' April 2023, dan l-Uffiċċju kiteb lis-Sur Pierre Fenech, Kap Eżekuttiv tal-ITS (kopja annessa u mmarkata bħala Dok. Ċ). Intalbet informazzjoni dwar l-awtentiċità tal-kuntratt ta' konsulenza li kien ġie ppubblikat fuq is-siti elettroniċi tal-gazzetti, kif ukoll informazzjoni dwar jekk il-kuntratt skadiex skont it-terminu jew qabel iż-żmien. Barra minn dan, intalbet ukoll informazzjoni dwar jekk il-kuntratt tal-Onor. Cutajar ġiex imġedded jew jekk l-Onor. Cutajar ġietx ingaġġatta mill-ITS sussegwentement permezz ta' kuntratt ieħor.

6. Dakinhar stess u ċioè fl-4 t'April 2023, is-Sur Pierre Fenech wieġeb permezz ta' email (kopja annessa u mmarkata bħala Dok. D), fejn ipprovda risposti għad-domandi surreferiti.

7. In kwantu l-awtentiċità tal-kuntratt hija kkonċernata, is-Sur Fenech ikkonferma illi l-kuntratt ta' konsulenza li deher fuq is-siti elettroniċi tal-gazzetti kien il-kuntratt awtentiku ffirmat mill-Onor. Cutajar. Qal li l-istess kuntratt kien ġie pprovdut bħala risposta għal talba li kienet saret taħt l-Att dwar il-Libertà tal-Informazzjoni (il-kapitolu 496 tal-liġijiet ta' Malta) f'Lulju tal-2021.

[1] Ara https://theshiftnews.com/2023/03/23/revealed-rosiannes-contract-with-its-its-not-quite-what-she-told-yorgen/

8. Fir-rigward tat-terminu tal-kuntratt, is-Sur Fenech qal ukoll li kienet l-Onor. Cutajar li tterminat il-kuntratt fit-13 ta' Jannar 2020, dan meta ġiet appuntata bħala Segretarju Parlamentari.

9. Mistoqsi jekk l-Onor. Cutajar ġietx ingaġġata b'xi mod mill-ITS wara t-terminazzjoni tal-kuntratt, is-Sur Fenech qal illi l-Onor. Cutajar ma ngħatat l-ebda kuntratt ieħor mill-ITS.

10. Fis-17 ta' Novembru 2023, dan l-Uffiċċju reġa' kiteb lis-Sur Fenech u talbu jipprovdi kopja tal-korrispondenza li bagħtet l-Onor. Cutajar biex tittermina il-kuntratt ta' konsulenza fl-2020.

11. Dakinhar stess, is-Sur Fenech irrisponda u qal li:

> *At the time in the beginning of January when I got the news, I had called Hon Cutajar to congratulate her on her appointment and she had consequently informed me that due to her new appointment she obviously cannot continue in her role at ITS, hence we terminated her as per normal practice when someone is appointed to cabinet. I immediately informed Ms. Claire Briffa our DCS and she processed her termination accordingly through the normal channels.*
>
> *We can provide proof of this termination with evidence should these be needed.*

12. Dan l-Uffiċċju rrisponda u talab li jiġu preżentati l-provi rilevanti rigward it-terminazzjoni tal-kuntratt li għalihom irrefera s-Sur Fenech. Is-Sur Fenech ikkonferma li s-Sa. Claire Briffa, COO tal-ITS, kienet se tipprovdi d-dokumentazzjoni mitluba.

13. Fl-20 ta' Novembru 2023, is-Sa. Claire Briffa bagħtet kopja ta' l-aħħar *payslip* tal-Onor. Cutajar għall-perjodu 1 ta' Jannar 2020 sat-28 ta' Jannar 2020 (kopja annessa u mmarkata bħala Dok. E), kif ukoll kopja tal-Formola FS3 tal-Onor. Cutajar għas-sena 2020 (kopja annessa u mmarkata bħala Dok. F).

14. Dawn iż-żewġ dokumenti jindikaw li l-Onor. Cutajar baqgħet impjegata tal-ITS sal-14 ta' Jannar 2020.

**Konsiderazzjonijiet**

15. Il-kuntratt in kwistjoni huwa kuntratt ta' impjieg definit li bih l-Onor. Cutajar inħatret bħala konsulent mill-ITS għal perjodu ta' tliet snin b'effett mit-2 ta' Mejju 2019. Meta l-kuntratt ġie ffirmat, l-Onor. Cutajar kienet membru tal-Kamra tad-Deputati iżda mhux Segretarju Parlamentari. Is-sempliċi fatt li bħala deputat hija assumiet impjieg ma' entità tal-gvern ma jirrappreżentax ksur ta' etika skont ir-regoli eżistenti. Madanakollu, huwa xieraq li dan l-Uffiċċju jfakkar f'rapporti preċedenti fejn il-kwistjoni tal-ħatra ta' membri tal-Kamra tad-Deputati bħala impjegati jew konsulenti tal-gvern ġiet diskussa[2].

16. Potenzjalment seta' kien hemm kwistjoni dwar jekk fil-fatt il-kuntratt kienx wieħed ġenwin jew le, jiġifieri jekk l-Onor. Cutajar għamlitx xogħol ta' konsulenza li jiġġustifika l-impjieg tagħha mal-ITS, iżda apparti l-fatt li dan mhux indikat fl-ilment, din il-kwistjoni strettament ma taqax fil-parametri tal-poteri ta' dan l-Uffiċċju.

17. Fil-15 ta' Jannar 2020, l-Onor. Cutajar saret Segretarju Parlamentari għall-Ugwaljanza u r-Riformi. Li kieku l-kuntratt mal-ITS baqa' jgħodd meta hija assumiet din il-kariga, dan kien jirrappreżenta ksur ta' etika, iżda mir-risposti li ta s-Sur Fenech, jidher li l-kuntratt dam fis-seħħ minn Mejju tal-2019 sa nofs Jannar 2020 meta tterminatu l-Onor. Cutajar.

18. Fit-30 t'April 2020, l-Onor. Cutajar bagħtet id-dikjarazzjoni tal-interessi fil-kapaċità tagħha ta' deputat parlamentari għas-sena 2019 (kopja tal-ewwel faċċata tad-dikjarazzjoni, fejn kellhom jitniżżlu l-impiegi, annessa u mmarkata bħala Dok. G).

19. F'dan il-każ, dan l-Uffiċċju huwa ffaċċjat bil-limitazzjonijiet tal-artikolu 14(2) tal-Att dwar Standards fil-Ħajja Pubblika, li jgħid illi:

> *(2) Ma għandhiex tittieħed konjizzjoni ta' lment taħt dan l-Att kemm-il darba dak l-ilment ma jsirx sa mhux aktar tard minn tletin jum tax-xogħol minn dakinhar li fih min jagħmel l-ilment kien jaf bil-fatt li ta lok għall-ilment jew minn sena minn meta jkun seħħ il-fatt li jkun ta lok għall-ilment, skont liema data tiġi l-ewwel.*

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[2] Ara r-rapport dwar il-każ nru. K/002 (5 ta' Lulju 2019) u l-każ nru. K/021 (2 ta' Novembru 2020)

20. In kwantu li l-Onor.Cutajar kellha l-obbligu li tiddikjara l-eżistenza tal-kuntratt ta' impjieg, kemm id-data meta l-kuntratt ġie iffirmat, kif ukoll id-data meta l-kuntratt ġie tterminat għandhom jiġu kkunsidrati.

21. Peress li l-kuntratt ġie terminat f'Jannar tal-2020, u peress li d-dikjarazzjoni tal-interessi rilevanti ġiet ssottomessa mill-Onor. Cutajar f'April tal-2020, it-terminu ta' sena impost mill-artikolu 14(2) tal-Att jiskatta mhux aktar tard mit-30 t'April 2020.

22. Dan l-Uffiċċju jqis li l-ilment sar wara li skada t-terminu ta' sena impost mill-artikolu 14(2) tal-Att u għalhekk ma jistax jiġi investigat.

23. Dan l-Uffiċċju jerġa' jtenni r-rakkomandazzjonijiet li saru fir-rapport "Public Integrity in Malta"[3] mill-Organiżazzjoni għall-Kooperazzjoni Ekonomika u l-Iżvilupp (OECD), fejn l-OECD indikat li:

(i) t-terminu msemmi fl-artikolu 14(2) tal-Att u ċioè it-terminu entro liema l-ilmenti jistgħu jiġu kkunsidrati minn dan l-Uffiċċju, għandu jiġi estiż; [4] u

(ii) il-prattika eżistenti li membri tal-Kamra tad-Deputati ikollhom impjieg sekondarju, speċjalment meta dak l-impjieg jiddependi minn jew huwa impjieg/konsulenza mal-gvern, hija prattika li mhijiex kumpattibbli mad-dmirijiet ewlenin ta' deputati parlamentari.[5]

**Konklużjonijiet**

24. Għalhekk dan l-Uffiċċju ddeċieda ai termini tal-artikolu 17(1) tal-Att dwar Standards fil-Ħajja Pubblika li m'hemmx bażi biex dan l-ilment jiġi investigat ulterjorment.

25. Din id-deċiżjoni qed tintbagħat lill-Ilmentatur għall-finijiet tal-artikolu 17(3) tal-Att, kif ukoll lill-Onorevoli Rosianne Cutajar bħala l-persuna li dwarha sar l-ilment.

[3] Aċċessibbli mis-sit elettroniku tal-OECD https://www.oecd.org/countries/malta/public-integrity-in-malta-0ecc469e-en.htm

[4] Ara l-istess rapport tal-OECD, p 55

[5] Ara l-istess rapport tal-OECD, p 100, 101, 103, 111

26. Dan id-dokument jirrappreżenta deċiżjoni li mhux se ssir aktar investigazzjoni, u mhux rapport dwar l-eżitu ta' investigazzjoni. Għaldaqstant, b'konformità mal-proċedura maqbula fil-Kumitat Permanenti tal-Parlament dwar l-Istandards fil-Ħajja Pubblika, dan id-dokument mhux se jiġi ppubblikat minn dan l-Uffiċċju.

**Prim Imħallef Emeritu Joseph Azzopardi**
Kummissarju għall-Istandards fil-Ħajja Pubblika

**Dokumenti Annessi**

| | |
|---|---|
| Dokument A | Ittra datata s-27 ta' Marzu 2023 mingħand Dr Robert Aquilina. |
| Dokument B | Kopja tal-kuntratt iffirmat mill-Onor. Rosianne Cutajar fit-2 ta' Mejju 2019. |
| Dokument Ċ | Ittra datata l-4 t'April 2023 lis-Sur Pierre Fenech, Kap Eżekuttiv tal-ITS. |
| Dokument D | Email datata l-4 t'April 2023 mingħand is-Sur Pierre Fenech. |
| Dokument E | Kopja ta' l-aħħar *payslip* tal-Onor. Cutajar maħruġ mill-ITS għall-perjodu 1 ta' Jannar 2020 sat-28 ta' Jannar 2020 |
| Dokument F | Kopja tal-Formola FS3 tal-Onor. Cutajar għas-sena 2020 |
| Dokument G | Estratt mid-dikjarazzjoni tal-Onor. Rosianne Cutajar bħala deputat parlamentari datata t-30 t'April 2020 |

DOKUMENT A

repubblika
A CIVIL SOCIETY MOVEMENT

**Dr Joseph Azzopardi**
Kummissarju tal-Istandards fil-Ħajja Pubblika
11, Triq San Pawl
Il-Belt Valletta VLT1210

27 ta' Marzu 2023

Sur Kummissarju,

F'isem Repubblika, qed inressaq dan l-ilment sabiex tinvestigah skont l-Att dwar l-Istandards fil-Ħajja Pubblika.

Nirreferi għall-allegazzjoni li d-Deputat Rosianne Cutajar ma ddikjaratx qliegħ mill-kuntratt ta' konsulenza mal-ITS fl-2019 kif kienet obbligata li tgħamel.

L-allegazzjoni saret fil-media:

https://timesofmalta.com/articles/view/rosianne-cutajar-list-extra-job-parliament-declaration.1021210

Nirringrazzjak u nselli għalik,

[redacted]

**Dr Robert Aquilina**
President

29, Pjazza tal-Knisja, Mqabba MQB1011
contact@repubblika.org

DOKUMENT B

## DEFINITE TERM EMPLOYMENT AGREEMENT

A definite term agreement entered into on the 2nd May 2019 by and between Mr. Pierre Fenech (M) appearing hereon for and on behalf of The Institute of Tourism Studies Malta (hereinafter referred to as the "Employer" or the "Company") and Ms Rosianne Cutajar , holder of Identity Card N of ' (hereinafter referred to as the "Employee").

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

"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 his 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:

### 01. Employment

The Employer hereby appoints the Employee as Consultant to the CEO and the Employee hereby accepts this appointment upon the terms and conditions hereinafter set forth.

### 02. Term

This Agreement is for a **definite term of three (3) years commencing on the 2nd day of May , 2019**, subject to a period of probation of one (1) year as established in the Proviso to Section 36(1) of Chapter 452 of the Laws of Malta. The parties stipulate that the provisions of Regulation 7 of LN452.81 (Contracts of Service for a Fixed Time Regulations) do not apply to this contract or to any extension thereof and this due to the fact that sub-regulation 4 of Regulation 7 provides for the establishment of objective reasons as to why the said Regulation should be inapplicable to a particular employment relationship and the parties agree that the particular characteristics of the employment contemplated of this agreement satisfy the said Regulation.

Twelve (12) months prior to the expiry of the term of this agreement, the parties shall come together to discuss the renewal thereof and in the event that the Employer does not give notice of intention not to renew ten (10) months prior to the lapse of any current period, this agreement shall be deemed to have been extended for a further period of twelve (12) months with effect from

[redacted]

[redacted]

the date of termination of the then current period under the same terms and conditions applicable during said current period.

**03. Remuneration**

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

For the avoidance of doubt it is stipulated that the remunerative structure agreed above is full and sufficient compensation to the Employee for any and all hours worked in the proper fulfillment of his duties and the Employee waives any claim in connection therewith.

**04. Duties**

The Employee is employed on a minimum twenty four 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 him by the Employer. **"Document B"**

**05. Leave**

<u>Vacation Leave</u>

The Employee shall be entitled to all vacation leave as regulated by law. All leave entitlement is to be utilized 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.

<u>Sick Leave</u>

The Employee shall be entitled to sick leave in line with law. The Employer reserves the right to require certification by a medical advisor of its choice.

<u>Special Leave</u>

The Employee shall be entitled to special leave as stipulated by law.

**06. Policies**

The Employee shall abide by the policies set forth in the annexed **"Document C"** and in addition thereto shall also abide by the confidentiality provisions of the law in 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.

**07. 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 and the Employee shall travel in business class or equivalent and be accommodated in similar fashion.

**08. Extent of Services**

The Employee shall report directly to the CEO of the Company. The Employee shall devote such time, attention and energies to the business as is required by the Company.

[redacted]

[redacted]

## 09. 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 that any good and sufficient cause as detailed in Article 10 hereunder justifies such termination and in the case of proved non-performance or breach of this Agreement on the part of the Employee.

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 his employment.

## 10. Discipline and Performance

The Employee is expected to conform to the highest levels of discipline and performance and in this regard:

(a) the Employer has the right to suspend the employee on half the total remuneration in the event that it becomes necessary to investigate any breach of discipline on the part of the Employee;

(b) the investigations will be conducted with all due dispatch and will not, in any event, take longer than two months to conclude;

(c) at the expiry of the said two months, the Employer will either charge the Employee in writing, the case being heard by a disciplinary board appointed by the Board of Directors or inform the employee in writing that the investigations have exonerated him and have him reinstated;

(d) in the event that the employee is found not guilty or if investigations do not result in a charge, the Employee will be refunded the full unpaid amount of his total remuneration during the period of suspension;

(e) if the Employee is under investigation by the police or charged pending trial for any offence directly or indirectly connected with his duties, the Employer may at its sole discretion suspend the Employee on half pay pending the definite outcome of the investigations or charge or institute internal disciplinary proceedings as herein provided;

Provided that if the Employer opts for the course of action provided for in this sub-clause, it will inform the employee in writing of this and the final outcome of the investigation or charge will be binding on the Employer;

Provided further that the definitive finding of guilt in an offence punishable with imprisonment directly affecting the performance of the Employee's duties will constitute good and sufficient cause for summary termination of employment without the necessity of disciplinary proceedings.

## 11. 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 carries out his duties and with the post she occupies.

## 12. 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.

[redacted]

## 13. 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.

## 14. 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.

## 15. 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.

## 16. 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 first above written.

[redacted]

Mr. Pierre Fenech
CEO ITS

[redacted]

Ms. Rosianne Cutajar
Consultant to CEO

**DOCUMENT A**

01. An annual basic salary of €27,000 per annum payable in 13 payments pro rata every 4 weeks in arrears, to which amounts shall not include the Statutory Bonus.

Any Cost of Living increases announced by Government shall continue to apply cumulatively throughout the term of the contract.

[redacted]

**DOCUMENT B**

**List of Duties include:**

- Helping and advising CEO in directing the company in keeping with the outlined vision
- Represent the company as required, including attendance of important functions, industry events and public meetings
- Work closely with the respective CEO and Directors to prepare annual budgets, and any potential projects which arise from time to time.
- Oversee quality control throughout the Company, establishing goals
- Assist CEO in day-to-day decisions
- Develop the right framework and systems to be in place to report on progress achieved on each program and project and ensure the development of appropriate key performance indicators and targets to monitor outcomes
- Overseeing all operations and business activities to ensure they produce the desired results and are consistent with the overall strategy and mission
- Build trust relations with key partners and stakeholders and act as a point of contact for important shareholders
- Lead and motivate subordinates to advance employee engagement develop a high performing managerial team
- Maintain a deep knowledge of the markets and industry
- Review financial and non-financial reports to devise solutions or improvements
- Enforce adherence to legal guidelines and in-house policies to maintain the foundation's legality and operation ethics
- Analyze problematic situations and occurrences and provide solutions to ensure growth

[redacted]

**DOCUMENT C**

**INFORMATION PROTECTION & USE POLICY**
**CONFLICT OF INTEREST / TRANSACATION OF BUSINESS POLICY / DATA PROTECTION**

**Confidentiality**

All employees during employment and after the end of employment, said employment having been terminated for any reason whatsoever are obliged to maintain full confidentiality as to any Business Information acquired in any manner during the course of employment. Furthermore, employees shall not at any time directly or indirectly disclose to any third party or use other than for any legitimate purposes of the Employer or as directed by the Chairman any Business Information.

Employees shall not without the prior authority of the Employer remove from the Employer's premises or copy or allow others to copy the contents of any document, computer disk, tape or other tangible item which contains any Business Information or which belongs to the Employer.

Employees shall return to the Employer upon request and, in any event on the termination of employment for any reason whatsoever, computer disks and tapes and other tangible items in their possession or under their control which belong to the Employer or which contain or refer to any Business Information. Furthermore, employees shall if so requested by the Employer delete all Business Information from any computer disks, tapes or other re-usable material in their possession or under their control and destroy all other documents and tangible items in their possession or under their control which contain or refer to any Business Information.

For the purposes of the above 'BUSINESS INFORMATION' means all and any information (whether or not recorded in documentary form or on computer disk or tape) relating to the business activities of the Employer including without limitation sales targets and statistics, market share and pricing statistics, marketing surveys and plans, market research reports, sales techniques, price lists, discount structures, advertising and promotional material, the names, addresses, telephone numbers, contact names and identities of customers and potential customers of and suppliers and potential suppliers to the Employer, the nature of their business operations, their requirements for any product or service sold to or purchased by the Employer and all confidential aspects of their business relationship with the Employer.

**Conflict of Interest / Transaction of Business**

Employees shall not without the Employer's prior written permission hold any material interest (except in the context of equities held in a publicly quoted company) in any person firm or company which:

(a) is or shall be in competition or with the Employer or has substantial dealings therewith; or

(b) impairs or might reasonably be thought by the Employer to impair the Employee's ability to act at all times in the best interests of the Employer; or

(c) requires or might reasonably be thought by the Employer to require employees to disclose any Business Information in order properly to discharge any duties to or to further his interest in such person, firm or company.

Employees shall not accept gifts (including hospitality) from any supplier clients or business associated with the Employer except for seasonal or other gifts of low value or which are in the ordinary course of business; in the event that an offer of such gifts is made and the refusal thereof is liable to cause offence the Employee concerned should consult the Chairman in order to avoid compromising the interests of the Employer.

[redacted]

Employees shall at all times conduct business on behalf of the Employer in a transparent and honest manner and shall not make any offer of gifts or favours that are intended to compromise the integrity of the intended recipient: seasonal and other gifts in the ordinary course of business are excepted and in the event that a particular situation appears to require a gesture of appreciation the Chairman should be consulted beforehand in order to avoid compromising the interests of the Company.

**Internet Use**

Employees who make use of the Internet and other computer systems in order to carry out their duties are to take reasonable care to ensure that the Employer's systems are not compromised by virus or hacking or other unauthorised incursion The use of the Internet is to be limited to work-related duties and while in their personal time employees may make use of the Internet such use is to be in line with this policy.

Employees are not to download material that is not connected with their duties and in the case of doubt they are to consult the appropriate company official prior to downloading.

Use of email facilities for personal messages is allowed provided that this does not compromise in any way the interests of the Employer and provided no downloads of any programmes or material that are objectionable or otherwise compromise the interests of the Employer are carried out and the Employer reserves the right to view and / or delete at any time even without the knowledge of the employee any email and internet traffic.

**I acknowledge that I have read and understood the above and in particular I understand that the Employer may take disciplinary action and / or seek damages against me if I act in breach of these policies.**

**Data Protection**

I understand that the Company processes data in my regard and I consent to the said processing in accordance with the law.

Signed: [redacted]

Dated: 2-05-2019

**Kummissarju għall-Istandards fil-Ħajja Pubblika**

4 ta' April 2023

Is-Sur Pierre Fenech
Kap Eżekuttiv
Istitut għal Studji Turistiċi

Bl-email fuq pierre.a.fenech@gov.mt

Sur Fenech,

**Talba għal informazzjoni dwar kuntratt ta' konsulent**

Fit-23 ta' Marzu 2023 *The Shift News* ippubblikat kuntratt ta' impieg fejn l-Onor. Rosianne Cutajar inħatret bħala konsulent mal-Istitut għal Studji Turistiċi għal perjodu ta' tliet snin b'effett mit-2 ta' Mejju 2019. Il-kuntratt huwa aċċessibbli minn: https://theshiftnews.com/2023/03/23/revealed-rosiannes-contract-with-its-its-not-quite-what-she-told-yorgen/.

Għall-finijiet ta' ilment li qed nindaga dwaru, inti ġentilment mitlub tgħidli:

1. jekk il-kuntratt ippubblikat minn *The Shift News* huwiex kopja awtentika ta' dak iffirmat mill-Onor. Cutajar fl-2019;
2. jekk il-kuntratt iffirmat mill-Onor. Cutajar fl-2019 skadiex fi tmiem il-perjodu ta' tliet snin, jew jekk ġiex terminat qabel iż-żmien;
3. fil-każ li l-kuntratt tal-2019 skada wara tliet snin, jekk ġiex imġedded; u
4. fil-każ li l-kuntratt tal-2019 ġie terminat qabel iż-żmien, jekk l-Onor. Cutajar ġietx ingaġġata mill-ITS sussegwentement fi kwalunkwe kapaċità permezz ta' kuntratt jew kuntratti ta' impjieg jew ta' servizz. Fl-affermattiv, nitolbok tipprovdili l-kuntratt jew kuntratti in kwistjoni.

Napprezza risposta sa mhux aktar tard mill-**Ħamis 4 ta' Mejju 2023**.

Insellimlek,

Joseph Azzopardi
Prim Imħallef Emeritu
Kummissarju għall-Istandards fil-Ħajja Pubblika

**From:** Pierre Fenech
**To:** Charles Polidano - Office of the Commissioner for Standards in Public Life
**Subject:** RE: Ittra mingħand il-Kummissarju għall-Istandards fil-Ħajja Pubblika
**Date:** Tuesday, 4 April 2023 16:58:08
**Attachments:** image002.png
image003.png
image004.png
image006.png
image007.png

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Dear Chief Judge Emeritus Joseph Azzopardi,

Following your request please find our replies to each question accordingly,

Question 1:

Yes that contract is the authentic contract signed by Hon Rosianne Cutajar , as provided to an FOI question way back in July 2021.

Question 2:

The contract was terminated by Hon Rosianne Cutajar on the 13th January 2020 when she was appointed Parliamentary secretary.

Question 3:

Does Not Apply.

Question 4:

No she was not engaged on any other contract with ITS.

Regards

**Pierre Fenech**
**CEO**

ITS INSTITUTE OF TOURISM STUDIES
IN ACADEMIC AFFILIATION WITH THE EMIRATES ACADEMY OF HOSPITALITY MANAGEMENT

**INSTITUTE OF TOURISM STUDIES**
Aviation Park, Aviation Avenue, Ħal Luqa LQA 9023, Malta
**T:** +356 2379 3258 | **E:** pierre.fenech@its.edu.mt | **its.edu.mt**

DOKUMENT E

INSTITUTE OF TOURISM STUDIES
IN ACADEMIC AFFILIATION WITH THE EMIRATES ACADEMY OF HOSPITALITY MANAGEMENT

## Institute of Tourism Studies — Salaries Payslip

| | | | |
|---|---|---|---|
| Name | Cutajar Rosianne | Pay Period From | 01 JAN 2020 |
| Grade | General Contract | Pay Period To | 28 JAN 2020 |
| Department | | Overtime Up To | 28 JAN 2020 |
| Tax Status | [redacted] | ID Card Number | [redacted] |
| Banker | [redacted] | Spouse ID No | |
| Account No | [redacted] | | |

| Description | Hours | This Pay | Totals To-Date |
|---|---|---|---|
| BASIC PAY | 160.000 | 965.460 | 965.460 |
| JUNE BONUS | | 4.810 | 4.810 |
| MARCH INCOME SUPPLEMENT | | 34.860 | 34.860 |
| GROSS PAY | | 1005.130 | 1005.130 |
| TAXABLE GROSS PAY | | 1005.130 | 1005.130 |
| TAX (FSS) {15P} | | -151.000 | -151.000 |
| TAX ARREARS | | | |
| TAX OVERTIME | | | |
| SOCIAL SEC. | | | |
| NET PAY (€) | | € 854.130 | € 854.130 |

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DOKUMENT F

# FS3

Final Settlement System (FSS)
Paye Statement of Earnings

**A. Payee Information** — For Year Ended 31 December 2020

| | | | |
|---|---|---|---|
| Surname | : Cutajar | Identity | : [redacted] |
| First Name | : Rosianne | Social | : |
| Address | : [redacted] | Spouse's ID. | : |
| | : [redacted] | | |
| | : [redacted] | | |
| | : Malta | | |
| | | Telephone No.: | |

**B. Period** — From 01 JAN 2020 To 14 JAN 2020

**C. Gross Emoluments**

| | | | |
|---|---|---|---|
| Gross Emoluments (FSS Main or FSS Other Method) | 0.00 | OT Hrs. | 0.00 |
| Overtime (Eligible for 15% tax deduction) | 0.00 | | |
| Director's Fees | 0.00 | Cat.1 | 0.00 |
| Gross Emoluments (FSS Part time Tax Method Used) | 1005.13 | Cat.2 | 0.00 |
| Fringe Benefits | 0.00 | Cat.3 | 0.00 |
| Share Options fringe benefits taxed at 15% | 0.00 | | |
| Total Gross Emoluments | 1005.13 | | |
| Non Taxable Car Cash Allowance | | | 0.00 |

**D. Tax Deductions**

| | |
|---|---|
| Tax Deductions (FSS Main or FSS Other Method) | 1.00 |
| Tax Deductions (Eligible Overtime) | 0.00 |
| Tax Deductions (FSS Part time Tax Method Used) | 150.00 |
| Tax Arrears Deductions (as per amount on PCU2(A)) | 0.00 |
| 15% tax on Share Options | 0.00 |
| Total Tax Deductions | 151.00 |

**E. Social Security Information**

| Year | Weekly Wage | Contributions Number | Class | Payee | Payer | Total | Maternity Fund | Weeks w/out Pay |
|---|---|---|---|---|---|---|---|---|
| Totals | | 0 | | 0.00 | 0.00 | 0.00 | 0.00 | 0 |

Voluntary Occupational Pension Scheme contribution or payment

**F. Payer Information**

| | | | |
|---|---|---|---|
| Business | Institute of Tourism Studies | Payer PE No. | 471697 |
| Address | VALLETTA | | |
| | MALTA | | |
| | Malta | | |

Principal's Full Name Pierre Fenech
Principal's Position Chief Executive Officer, ITS

Principal's Signature [redacted] Date : 20 NOV 2023

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# FS-3 TOTALS REPORT

| | | |
|---|---|---|
| Total Gross Pay | : | 1005.13 |
| Total Gross (Otime) | : | 0.00 |
| Total Fringe Benefts | : | 0.00 |
| Total Tax | : | 151.00 |
| Total Tax (Overtime) | : | 0.00 |
| Total Tax Arrears | : | 0.00 |
| Total N.I. | : | 0.00 |
| Total Union 1 | : | 0.00 |
| Total Union 2 | : | 0.00 |
| Total Maternity Fund | : | 0.00 |
| Total Otime Tax Hrs | : | 0.00 |

*** End of Report ***

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DOKUMENT G

**REĠISTRU TAL-INTERESSI TAL-MEMBRI**
**Kodiċi ta' Etika - Ordinanza dwar il-Privileġġi u s-Setgħat tal-Kamra tad-Deputati (Kap 113)**
**L-informazzjoni mogħtija għandha turi l-pożizzjoni tal-interessi sal-31 TA' DIĊEMBRU 2019**
**L-informazzjoni mitluba trid tintbgħat lill-Iskrivan tal-Kamra sa mhux aktar tard mit-30 ta' April 2020**

Sezzjoni A.

**Paragrafu 5(a) tal-Iskeda tal-Kap 113: Kull membru għandu jindika x'ikun ix-xogħol jew il-professjoni tiegħu, u jekk ikun impjegat, x'jismu min jimpjegah;**

| **Professjoni :** |
|---|
| Membru Parlamentari (Segretarju Parlamentari) |
| |
| |
| |

| **Impieg :** | **Min Jimpjega :** |
|---|---|
| / | / |
| | |
| | |
| | |
| | |

30/4/20
Data

[redacted]
Onor. Rosianne Cutajar, MP

HOUSE OF REPRESENTATIVES MALTA
30 APR 2020
RECEIVED

NB : Jekk m'hemmx spazju biżżejjed biex jitniżżlu d-dettalji kollha, għandha tintuża karta separata li trid tiġi wkoll iffirmata mill-Membru.