



# **ADJUNCT AGREEMENT**

**BETWEEN**

**SOLOMON ISLANDS NATIONAL UNIVERSITY**

**AND**

**DR DAVID MACLAREN**

*A*

This **Adjunct Agreement (AA)** is made and entered at Honiara this  
...26<sup>th</sup>.....day of....May.....2023

**Between**

Solomon Islands National University of P.O.BOX R113.Kukum Campus.  
Honiara. Solomon Islands. Represented by the Vice Chancellor  
(Hereinafter referred to as "**the employer**")

**And**

Dr. David MacLaren of College of Medicine and Dentistry. James  
Cook University. Australia. Represented in Person. (Hereinafter  
referred to as the "**Adjunct Professor**").

**Both herein referred to as the Parties**

**WHEREAS:**

- A. SINU, is the National University fully own by the Government of Solomon Islands and was established by the Solomon Islands National University Act 2012 whose objectives is "to promote scholarship, research, free inquiry, academic excellence, and trade competence and in this process create, disseminate, maintain, and advance knowledge and productivity by teaching, training, and other means for the welfare and needs of the communities in Solomon Islands and the region".
- B. DR David Maclaren is an eminent and distinguished leader in his field and a person of high achievement. He possess professional and academic qualifications, experience and expertise. He is a fitted person to the position of adjunct professor for the Faculty of Nursing, Medicine and Health Sciences at the Solomon Islands National University.
- C. Both parties agree to the terms and condition stipulated in this Adjunct agreement.

**Now the Parties agree as follows:**

### **1. Objective**

1. To Support built the capacity of research at the Faculty of Nursing, Medicine and Health Sciences of the Solomon Islands National University as stated in section 2 of the agreement.

### **2. Scope of work**

1. Support the faculty of Nursing of Nursing, Medicine and Health Sciences in its engagement with other Universities.
2. Assist with capacity development in writing and research for those seeking to build their research skills.
3. To supervise research and participate in the work of the University.
4. Assist SINU through offering advice on project funding, and other academic endeavours of SINU as deemed necessary.
5. Help give Lectures and Talks in the event he travel to the University.
6. Take the liberty of advising the Vice Chancellor and Deans on strategic development of the University and its Faculty, or on any matter that you may feel would benefit the University and the faculty.
7. Collaborate in research and teaching;
8. Assist in curriculum design and development;

### **3. Duration**

1. This Adjunct Agreement is effective from the date of signing and shall be for a period of three (3) years. It may be extended for a further period by mutual agreement, and confirmed in writing one month prior to the expiry of the initial three (3) year term.

### **4. Devotion to Duties**

1. The Adjunct professor shall at all times devote his full attention to the business of the University and shall promote its interests.
2. The Adjunct professor shall not, without the prior written approval

of the Vice Chancellor engage in any activity which may interfere with the obligations specified hereunder.

#### **5. Remuneration**

1. In pursuant to the University Adjunct Policy the Adjunct Professor shall not be remunerated except some out of pocket expenses where appropriate, may be given on approval by the Vice Chancellor.

#### **6. Hours of Duty**

1. The Adjunct Professor shall carry out his duties in a professional manner as required while working at the University or while representing the University externally. The official working hours shall be from **8.00am to 5.00pm Monday to Friday** with an hour's lunch break. The working hours shall be seven and half hours (7½ hrs) per working day or 37 ½ hours per week.
2. The hours of duty for an Adjunct Professor are essentially a guideline; the Adjunct Professor would need to devote such times as are necessary to ensure all responsibilities of the job are carried out as required in the most efficient manner as possible.

#### **7. Code of Conduct**

1. The Adjunct Professor shall be subject to the Staff Code of Conduct of the University.
2. The Adjunct Professor shall not divulge any information in relation to any communication, business intelligence and other sensitive matters from time to time coming to his knowledge during the course of his employment as the Adjunct Professor of the University.
3. The Adjunct Professor shall not, directly or indirectly, without the prior written approval of the Vice-Chancellor:
  - a. Disclose any confidential information, knowledge or data of the University to the detriment of the University;
  - b. Divulge the identity of any person, firm or organisation with whom the University has business or constructive relations;



- c. Divulge confidential financial information of the affairs of the University.
4. The Adjunct Professor shall be subject to disciplinary measures taken by the University should he be found by the University to have breached the conditions, regulations or rules in a manner detrimental to the proper conduct of the affairs of the University.

**8. Suspension and Dismissal**

1. In the case of suspension from duty followed by ultimate dismissal, the Vice-Chancellor shall have the right to determine whether or not the salary payable shall cease from the date of suspension or from the date of dismissal.

**9. Termination of this agreement by the University**

1. The University may terminate this agreement on the following grounds:
- a. Non-compliance with the terms and conditions of this agreement;
  - b. Commit an act of dishonesty against the University by the Adjunct Professor;
  - c. If the Adjunct Professor has made any material misrepresentation of his personal information, qualification and education;
  - d. Loss of confidence by the Vice Chancellor;
  - e. Negligence of duties by the Adjunct Professor;
  - f. If the Adjunct Professor is absent from work for any unreasonable period of time without first notifying the Vice Chancellor;
  - g. On being certified by the University's authorized medical practitioner as medically unfit to discharge his responsibilities under this Agreement;
  - h. On being convicted by a properly constituted court of law and imprisoned for an offence deemed by the Vice-Chancellor to have the effect of bringing the University into disrepute.

**10. Termination of the Agreement by the Adjunct Professor.**

1. The Adjunct Professor may, after the expiration of the three (3) years' service, terminate this Agreement by giving the University not less than one (1) months' notice in writing prior to the date upon which he proposes to terminate the Agreement, or by paying to the University one (1) months' basic salary in lieu of notice.

**11. Medical examination and Police Clearance.**

1. SINU reserves the right to require the Adjunct Professor at any time prior to entering into this agreement or during the period of the agreement, to provide his medical and Police Clearance to the Human Resource Department of the University.

**12. Implied Terms**

1. In accepting this offer, the Adjunct Professor agrees to abide by all policies of SINU, which shall be deemed to be implied terms of this agreement.
2. The Employer shall Institute policies and procedures in relation to the workplace as well as codes of conduct and other codes of practice, or amend existing policies, procedures and/or codes, which shall, when approved by the SINU Council, become implied terms of this agreement.
3. The Adjunct Professor shall familiarize himself with the policies and procedures, code of conduct and codes of practice and observe them strictly at all times.
4. The Adjunct Professor agrees to abide by all the rules and regulations as stipulated by the Council, including but not exclusively to its Human Resource Policies.



**13. Employment related grievances and dispute resolution.**

1. Any dispute or difference between the Parties over interpretation, application or operation of any provisions of this agreement shall be dealt with as provided by the Human Resources Policies of the University. A copy of the Human Resources Policy would be provided on the first day of work. A hard copy of the policy can also be obtained from the Human Resources Office, and an electronic copy could be e-mailed upon request.

**14. Interpretation**

1. This agreement constitutes an agreement of long term Adjunct Professor.
2. In this agreement, unless the intention of the section appears to be otherwise the Council means the Solomon Islands National University and includes its successors and permitted assignees. The Vice chancellor is empowered to carry out all functions of the Council as contained in this agreement.
3. This Agreement shall be construed subject to any applicable statute or enactment and to any rule, regulation or industrial by-law of Solomon Islands to the extent that they are inconsistent with the Agreement.

**15. Variation of employment terms and conditions.**

1. Subject to the provisions of this agreement, this agreement constitutes the entire Agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the Parties with respect to the subject matter of this agreement.
2. Except as provided for in this agreement, no agreement or undertaking varying or extending this agreement shall be legally binding on any party.
3. This agreement supersedes any previous agreement of employment between the Parties, and deems any existing agreement as having lapsed.
4. It is acknowledged and agreed that evolving needs or emphasis



may require a role/job/position to change from time to time but such alteration shall not be deemed to be a variation of this agreement or a breach of its terms providing that the substantial nature of the employment remains consistent with the Parties' intentions at the time of the agreement.

**16. Governing Law and Jurisdiction**

1. The Agreement shall be governed by and construed in accordance with the laws for the time being in force in Solomon Islands.
2. Subject to the expressed terms herein, the Courts of Solomon Islands have exclusive jurisdiction to entertain any action in respect of the agreement.



**IN WITNESS WHEREOF**, the Parties hereto have affixed their signatures:

SIGNED on behalf of

**SINU** by

  
\_\_\_\_\_  
Prof. Transform Aqorau  
Vice Chancellor  
SINU



SIGNED on behalf of

**ADJUNCT PROFESSOR** by

  
\_\_\_\_\_  
Dr. David MacLaren  
Associate Professor / Principal  
Research Fellow  
James Cook University

Date: 26 MAY, 2023

Date: 24 MAY 2023

Witnessed by:

Witnessed by:

Signed:

  
\_\_\_\_\_

Name:  
Tetinah. Eli

Title: Clerical officer

Date: 26 May, 2023

Signed:

  
\_\_\_\_\_

Name:  
Vanessa Sparke

Title: Dr Vanessa Sparke, Deputy  
Academic Head  
Nursing +  
midwifery

Date: 24/5/2023

