



**GOVERNMENT
OF BERMUDA**

Date: 26th June 2025

Name: Mr Hugo Pereira

Address: [REDACTED]

Dear Mr Pereira

Re: Personal Staff Services Agreement

This personal staff services agreement ("**Agreement**") is provided in accordance with the *Premier, Ministers and Opposition Leader Personal Staffs Act 2019* (the "**Act**"), as amended, and sets out the terms and conditions upon which you, Hugo Pereira (herein referred to as "**you**") will provide service as a Project Oversight & Strategic Advisor to the Premier, a Minister or the Opposition Leader. Details of the actual person and other details related to the service provided are set out in the schedule to this Agreement ("**Schedule 1**"). This Agreement is provided on behalf of the Government of Bermuda (hereinafter referred to as the "**Government**", "**we**", "**our**" or "**us**"). In this Agreement, the Government and you, are individually referred to as a "**party**" and collectively as the "**parties**".

TERMS AND CONDITIONS

1. Term

This Agreement shall commence on the Commencement Date (as set out in Schedule 1) and continue until the Premier, a Minister or the Opposition Leader (as at the Commencement Date which is set out in Schedule 1) is no longer in office, subject to any other termination provisions set out in this Agreement and/or until this Agreement is terminated in accordance with the Termination Notice Period as set out in Schedule 1 (the "**Term**"), whichever comes first.

2. Description of Duties

- 2.1 You agree to provide the services to the Premier, a Minister or the Opposition Leader (hereinafter referred to as the "**Service**"), details of which, including any special conditions, are set out in Schedule 1.
- 2.2 You shall report directly to the Premier, a Minister or the Opposition Leader as is set out in Schedule 1 or such other persons as the Premier, a Minister or the Opposition Leader may from time to time designate.
- 2.3 You are responsible for the overall management, oversight and administration of the Service. Regular hours are set out in Schedule 1, however, you acknowledge that working outside of regular work hours may be necessary in order to fulfil your obligations and responsibilities without additional compensation of any kind.
- 2.4 While you are providing Service for the Government, you are not a member of the public service of the Government and therefore, subject to any benefits as may be set out in the Act or this Agreement, you are not eligible to receive the usual benefits for public service officers.

3. Probation Period:

- 3.1 This Agreement is subject to a probation period as set out in Schedule 1. Your performance will be reviewed by the Minister at intervals at the Minister's discretion within the probation period. Subject to satisfactory performance and conduct, your contract will be confirmed.
- 3.2 This Agreement can be terminated by either party with immediate effect at any time during the probation period and if deemed necessary by the Minister, your probation may be extended.



4. **Vacation**

- 4.1 You shall be entitled to a period of two (2) weeks annual vacation leave (being ten working or business days) after you have completed—
- (a) the first year of continuous employment;
 - (b) each subsequent year of continuous employment, but such periods of vacation are not cumulative
- 4.2 You shall be entitled to a week's wages for each week of your vacation.

5. **Sick Leave**

- 5.1 After completing at least one year of continuous employment you shall be entitled to be paid your normal hourly wage in respect of eight days per year when you are unable to work due to sickness or injury.
- 5.2 You shall not be entitled to be paid in respect of a period of two or more consecutive sick days unless, you provide us with a certificate from a registered medical practitioner certifying that the practitioner has examined you and determined that you are unable to work due to sickness or injury

6. **Other Leave**

Entitlement to other leave is governed by the Employment Act 2000.

7. **Representation and Warranties**

- 7.1 You represent and warrant that:
- (a) you shall perform the Service with all due skill, care, accuracy and quality, in order to meet the Government's needs; and
 - (b) you are in possession of all qualifications, permits, immigration approvals, licenses or authorizations ("**Consents**") necessary for the provision of the Service and you will maintain such Consents at all times while providing the Service; and
 - (c) while providing the services you will at all times act in accordance with all applicable law, rules, regulations and policies of the Government.
- 7.2 While providing the Service, you will comply with all our policies, procedures, rules or other instructions, including policies related to bullying, harassment and sexual harassment; policies related to security for information technology ("**IT**"); and health and safety (collectively referred to as "**Rules**") and you will conduct yourself in a professional and safe manner at all times in accordance with the Rules. You shall notify us if you become aware of any breaches in any of our Rules. We may require personnel with access to premises or IT systems to sign a confidentiality undertaking.
- 7.3 You warrant that you are fully satisfied as to the scope and nature of your obligations under this Agreement and you are willing and able to perform your obligations under this Agreement.

8. **Conflict of interest**

- 8.1 You warrant and represent that there are no actual or potential conflicts of interest that may affect your ability to provide the Service. You shall inform the Government promptly of all known or anticipated material problems relevant to delivery of the Service and if you have any actual or potential conflict of interest which might affect your ability to provide the Service.
- 8.2 During the Term, you will not engage in or undertake any work or provide any service for anyone else that could reasonably result in a conflict of interest. If there is any doubt as to whether there is an actual or potential conflict of interest, the Government's decision in this regard shall be final.

9. **Fee**

- 9.1 The Government will compensate you the gross fee(s) (the "**Fee**") for the Service as set out in Schedule 1, subject to the terms and conditions of this Agreement.
- 9.2 The Fee will be subject to deductions in accordance with Section 7(3) of the Act.
- 9.3 The Fee will be subject to further deductions: (i) where there has been an overpayment to you for any reason; where there has been a mistake of payment made to you; or (ii) where the Government has suffered loss by your failure to follow instructions or exercise due diligence; or (iii) if you cause damage



to Government property (including hardware or software damage), the value of replacement or repair of the damaged property shall be deducted from the Fee.

10. Health Insurance and Taxes

10.1 **Health Insurance:** You will be required to contribute to the Government Employees Health Insurance (G.E.H.I.) Scheme in accordance with the Act, which will be deducted from the Fee. Government matches your contribution and benefits are available for dependent spouses and pre-school/school-age children.

10.2 **Taxes:** You consent to the Government deducting payroll tax and social insurance contributions ("Taxes") from the Fee on your behalf. Amounts are subject to change in the event that legislation affecting the Taxes is enacted.

10.3 **Social Insurance contributions:** In accordance with the provisions of the *Contributory Pensions Act 1970*, as amended, all persons employed in Bermuda are required to pay Social Insurance contributions. Government matches your contribution to Social Insurance in accordance with the Act.

10.4 **Payroll Tax contributions:** In accordance with the provisions of the *Payroll Tax Act 1995* and the *Payroll Tax Rates Act 1995*, and the Act, as amended, the Government of Bermuda is charged Payroll Tax at the current range as set out in the *Payroll Tax Rates Act 1995*, which is a percentage of your Fee. Government recovers this percentage from you.

11. Expenses

11.1 You are not permitted to incur any expense without the prior written consent of the Government. In the event that any Faults are discovered in relation to payments made to you, the Government reserves the right to recover such payments from you, at your cost (which shall include all legal and collection fees and expenses) or to set off any disputed amounts against unpaid invoices.

11.2 Except for the Fee and any expenses agreed in writing, no other amounts are payable by the Government to you. The Government may set off any amounts owed by you to the Government against any Fees.

11.3 The Government shall pay by direct transfer into your bank account. It is your responsibility to inform the Government of your current bank details and your contact details in order that the Government can contact and make payment to you.

12. Non-Disclosure of Confidential Information and Ownership of Intellectual Property

12.1 In addition to complying with any laws applicable to confidentiality you must ensure that all information or data held by you, including documents or materials containing confidential information, copyright and intellectual property relating to the Government whether or not marked as confidential, which is provided under circumstances where you should reasonably understand the confidential nature of the information which is not in the public domain ("Information") is protected against unauthorized access, use or disclosure. You must not disclose any Information obtained in the course of this Agreement without written approval of the Government, even after termination of this Agreement. All Information of the Government shall be returned to the Government upon completion or termination of Service.

12.2 You acknowledge that the Government shall own all intellectual property rights in any documents, memoranda, plans, sketches, etc. created in the course of providing the Service to the Government (collectively the "Materials"). Upon completion of the Service or termination of this Agreement for any reason, you will assign and transfer all right, title and interest in the Materials to the Government and the Materials shall be the property of the Government. The Government may use the Materials in its discretion, in its sole discretion.

12.3 You hereby waive any moral rights in the Materials arising under the *Copyright, Designs and Patents Act 1988* as against the Government and anyone claiming rights of such nature from or through the Government, together with any similar rights in other territories to the extent allowed in those other territories.

12.4 You may not use the Government's name or logo for any publicity or marketing purposes. You shall not comment publicly on Government, the nature of the Service provided herein or this Agreement without the prior written consent of the Government.

**13. Indemnity, Limitation of Liability and Force Majeure**

- 13.1 You shall indemnify, keep indemnified and defend the Government against all costs, expenses (including legal expenses), claims, damages (including damage to any equipment) or loss arising from any breach by you of the terms of this Agreement, including any error, omission to act or wilful misconduct, in the provision of the Service. The Government may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.
- 13.2 Without prejudice to Government's obligations to pay the Fee, neither you nor the Government shall be liable for any loss of profits or other losses of opportunity to make a profit, whether foreseeable, foreseen, unforeseen or unforeseeable. Nothing in this Agreement shall exclude or limit liability for wrongful use of Information (as defined in clause 9 above); fraud; wilful misconduct; or any liability which cannot be lawfully limited or excluded.
- 13.3 Without limiting the provisions of this Section, the Government's maximum aggregate liability, for all claims in connection with this Agreement or the performance thereof arising during its entire term shall be limited to the Fee paid to you under this Agreement for the month immediately preceding the date on which the latest claim(s) first arose.

14. Termination

- 14.1 Either party may terminate this Agreement, in part or in whole, during the Term without cause upon prior written notice in accordance with Schedule 1.
- 14.2 The Government may immediately terminate this Agreement if the relevant Premier, Minister or Opposition Leader is no longer in office or either party may terminate this Agreement if the other party commits a material breach of this Agreement, which is not remedied within 30 days of notice by the other party informing them of breach, or an irremediable breach or if the other party's performance is affected by a force majeure event which lasts 30 days or more.
- 14.3 Upon expiry or termination of this Agreement, you shall provide the Government with all such assistance as may be reasonably necessary in order to end the relationship in a manner which causes the least inconvenience to the Government including assisting with the transfer of data and returning all Government property.

15. General

- 15.1 This Agreement is effective on the Commencement date once signed by both parties and supersedes, extinguishes and replaces all previous agreements, promises, assurances, representations and understandings, whether written or oral including whether in emails or otherwise between the parties relating to the Service and is the complete agreement between the parties. Any amendments to this Agreement shall be made in writing and signed by each party.
- 15.2 You may not assign or transfer any rights or obligations under this Agreement (for example assigning or factoring invoices) without the Government's prior written consent. Any such assignment or transfer by you in breach of this section shall be void. The Government may assign or otherwise transfer its rights and obligations under this Agreement without notice to you or your consent.
- 15.3 Waiver of any breach of this Agreement must be in writing to be effective and shall not be a waiver of any subsequent breach, nor shall it be a waiver of the underlying obligation.
- 15.4 Should any court determine that any provision of this Agreement is not enforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable.
- 15.5 All actions, claims or demands against the Government must be commenced in court within one (1) year after the cause of action has accrued, or the action, claim or demand is barred, time being of the essence.

16. Anti-Corruption

- 16.1 You represent, warrant and covenant that, in connection with activities performed under this Agreement or on our behalf, you have not and will not offer, promise, authorise, pay, or act in furtherance of an offer, promise, authorization, or payment of anything of value, directly or indirectly, to a Government Official (as hereinafter defined), political party, or party official, candidate for political office, or official of a public international organisation, in order to obtain or retain business, to secure

an improper advantage or benefit of any kind or nature to person(s) related, associated or linked to the Government Official, or to secure or influence discretionary action, inaction or a decision of a Government Official(s). For purposes of this Agreement, the term "Government Official" shall mean and include any official, public officer or employee of the Government, as well as an official or employee in the judicial, legislative, or military, anyone acting in an official capacity of the Government, or any immediate family member of such persons.

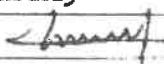
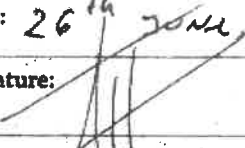
16.2 You represent, warrant, and covenant that you have complied and will comply with The Bribery Act 2016 and all other applicable laws of any relevant jurisdiction in connection with the performance of your obligations under this Agreement. Without limiting the generality of the foregoing, you represent, warrant, and covenant that you have not and will not take any action that would cause the Government, or anyone acting on its behalf to violate or be subjected to penalties under The Bribery Act 2016, or the applicable anti-corruption laws of other countries.

16.3 You acknowledge and agree that in the event that we believe, in good faith, that you have breached this section, we shall have the right to immediately terminate this Agreement and any or all other agreements that we may have with you.

17. **Governing law and Dispute Resolution**

This Agreement shall be governed and construed in accordance with and subject to Bermuda law. You and the Government submit to the exclusive jurisdiction of the Bermuda courts in relation to this Agreement. You must send any notices relating to this Agreement to the Government at the contact details as set out below.

IN WITNESS WHEREOF, you and the Government have read and agree to the terms and conditions of this Agreement.

SIGNED by a duly authorised officer of the Government.	Signature: 
	Print Name: Andrew Pettit
	Title: Permanent Secretary
	Date: 26 th June 2025
By signing, you represent and covenant that you have read and agree to the terms and conditions of this Agreement.	Signature: 
	Print Name: Hugo Pereira
	Date: 26 th June 2025
SIGNED by the Secretary to the Cabinet who declares that written approval of the Premier has been received in accordance with the Premier, Ministers and Opposition Leader Personal Staffs Act 2019, as amended.	Signature: 
	Print Name: Mr Marc Telemaque



SCHEDULE 1

This schedule is incorporated into the Agreement. Capitalised terms used but not defined in this schedule will have the meanings given to them in the Agreement. If a term in this schedule conflicts with a term in the Agreement, the provisions of this schedule will prevail to the extent of such conflict.

1. The Government

Ministry:	Housing and Municipalities		
Department:	Headquarters (HD90)		
Address:	3 rd Floor, 30 Parliament Street		
	Hamilton, HM12		
Government Contact:	Andrew Pettit		
Tel No.:	295-5151	Mobile No.:	599-2321
Email address:	apettit@gov.bm		

2. Specific Conditions:

Name of service provider:	Mr. Hugo Pereira		
Address:	[REDACTED]		
Home Tel:		Mobile No.:	538-6203
Email address:	[REDACTED]		
Commencement Date:	26 th June 2025		
Probation Period:	6 months from Commencement Date. This Probation may be extended for a further period of 3 month.		
Termination Notice Period:	30 days, save and except for immediate termination during the probation period or in the event that the relevant Premier, Minister or Opposition Leader is no longer in office.		
Fee payable in arrears:	BMD\$ 9,117.36 per month payable on the last working day of each month		
Regular Hours	Five (5) days per week, i.e. Monday to Friday, thirty-five (35) hours excluding 11/4 hour for refreshment breaks and as needed based on the demands of the service		



3. Service provided under this Agreement

I. Project Oversight & Strategic Advisory

- Advise on the development and implementation of project plans, ensuring alignment with the Minister's strategic objectives.
- Assist with the monitoring and evaluation of projects for Bermuda Housing Corporation (BHC) and Bermuda Land Management (BLMC) and Morgan's Point Development Company, with a focus on performance, timelines, risk mitigation, and outcomes.
- Identify opportunities for cost savings, operational efficiencies, and innovation in project execution.
- Attend relevant meetings and provide concise reports and actionable recommendations to the Minister.

II. Ministerial Support

- Prepare comprehensive briefing materials for the Minister in advance of internal and external meetings, including background on key stakeholders and agenda topics.
- Accompany the Minister to meetings and events, both locally and abroad, as required.
- Document and summarize outcomes from meetings attended on the Minister's behalf, presenting clear recommendations where appropriate.
- Coordinate and manage official responses to inquiries related to housing, land management, and municipal governance.

III. Research and Analysis

- Conduct detailed research, financial analysis, and feasibility studies on special projects submitted for the Minister's review.
- Develop clear and informative reports based on findings, with a focus on practical and strategic recommendations.

IV. Constituency and Stakeholder Engagement

- Support the Minister in addressing inquiries from constituents, working collaboratively with relevant government departments and public officers to resolve issues effectively.