



Banc Ceannais na hÉireann
Central Bank of Ireland

Eurosystem

TERMS OF EMPLOYMENT FOR DEPUTY GOVERNOR – FINANCIAL REGULATION

FIVE YEAR FIXED-TERM CONTRACT

1. NAME OF EMPLOYER : Central Bank of Ireland (the "Central Bank"), P.O. Box 559,
Dame Street, Dublin 2.

2. NAME OF EMPLOYEE : Cyril Roux

3. GRADE AND POSITION : Deputy Governor, Financial Regulation

The Central Bank reserves the right to assign you to an alternative role should business needs require.

4. DUTIES : Your normal responsibilities and duties will be as directed by the Governor, Financial Regulation from time to time and the Central Bank reserves the right to require you to perform such other or additional duties from time to time, in line with business needs.

During your employment, you shall:

(a) unless prevented by incapacity, devote the whole of your time, attention and abilities to the business of the Central Bank;

(b) diligently exercise such powers and perform such duties as may from time to time be assigned to you by the Central Bank;

(c) comply with all reasonable and lawful directions given to you by the Central Bank;

(d) promptly make such reports to the Governor, Financial Regulation in connection with the affairs of the Central Bank on

such matters and at such times as are reasonably required;

(e) report your own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or officer of the Central Bank to the Governor or such other appropriate party as may be notified to you immediately on becoming aware of it;

(f) use your best endeavours to promote, protect, develop and assist the business of the Central Bank;

(g) consent to the Central Bank monitoring and recording any use that you make of its electronic communications systems for the purpose of ensuring that the Central Bank's rules are being complied with and for legitimate business purposes.

(h) comply with any rules, policies and procedures of the Central Bank.

5. LOCATION

: The Central Bank reserves the right to assign you to any premises in use by the Central Bank, now or in the future, in the area of Dublin City or County.

6. TERM

: This contract will commence on **1st October 2013** and will conclude on **30th September 2018**. Your employment will terminate on **30th September 2018** without further notice to you.

The Unfair Dismissal Acts as amended will not apply to the termination of your employment at the expiry of the employment period identified above.

7. HOURS OF ATTENDANCE

: This position is a full time one. The standard hours of work are **9 am to 5.30pm**. However, given the nature of your duties, you are required to work such hours as are necessary to properly complete your duties. You will not be entitled to overtime for

hours worked in addition to the standard working hours.

8. REPORTING TO : The Governor of the Central Bank.

9. EMPLOYEE WARRANTIES : You represent and warrant to the Central Bank that, by entering into this agreement or performing any of your obligations under it, you will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on you.

You also warrant that you are entitled to work in the Republic of Ireland without any additional approvals and will notify the Central Bank immediately if you cease to be so entitled during your employment.

10. PROBATION : Your employment will be probationary for the first six months. The probationary period may be extended at the Central Bank's discretion but will not, in any case, exceed eleven months. Continued employment is conditional upon successful completion of the probationary period. Employment may be terminated by either party during probation on one month's notice (Enclosure No.8).

The Central Bank reserves the right, at its discretion to pay you in lieu of notice.

11. MEDICAL EXAMINATION : Any appointment offered is subject to satisfactory medical assessment carried out by the Central Bank's nominated Occupational Health Advisor.

12. REFERENCES : Any appointment offered is subject to satisfactory references.

13. DOCUMENTATION : Original Birth Certificate or Passport and academic qualifications

must be sighted and copied to file in the Human Resources Division before commencing employment.

14. SALARY

- : Salary net of statutory and authorised deductions will be paid monthly by means of a credit transfer to a bank account of your choice. The A rate of PRSI will apply.

On appointment your salary will be €310,000 per annum.

The Central Bank is authorised to deduct from salary/wages any monies owed by the employee to the employer as a result of overpayment of salary/wages or any other monies owed by the employee. The amount of the deduction will be agreed in advance between the Central Bank and employee.

15. ANNUAL LEAVE ALLOWANCE

- : The Central Bank's holiday year runs from 1 April to 31 March. Your holiday entitlement will be 31 working days per annum.

The granting of annual leave at any particular time is always subject to the requirements of the Central Bank, and all annual leave is liable to suspension during periods of exceptional pressure. Permission and prior authorisation is essential before annual leave is taken. The final decision in allocating leave rests with Management.

You are expected to avail of your leave allowance during the current leave year, and permission from Management must be given before any portion of the allowance may be carried forward.

If, when your employment terminates, paid holidays already taken by you exceeds the paid holiday entitlement on the date of termination, the Central Bank will deduct the excess holiday pay from any termination pay.

Granting of annual leave, payment for annual leave and arrangements for public holidays will be governed by the Holiday provisions of the Organisation of Working Time Act, 1997.

16. SICK LEAVE

: In accordance with the Central Bank's sick leave scheme (Enclosure No. 6).

17. CONFIDENTIALITY

: Specific obligations with regard to confidentiality of information are governed by Section 33AK of the *Central Bank Act, 1942*, as inserted by Section 26 of the *Central Bank and Financial Services Authority of Ireland Act, 2003* and as amended by Section 9 of the *Central Bank and Financial Services Authority of Ireland Act, 2004* and Section 36 of the *Investment Funds, Companies and Miscellaneous Provisions Act, 2005* and Section 13 of the *Markets in Financial Instruments and Miscellaneous Provisions Act, 2007*." You are required to acknowledge in writing that you have been informed of this obligation. (Enclosure No.1)

Notwithstanding the above, you are obliged to make every effort to ensure that all confidential information pertaining to the Central Bank and its functions and operations is treated with absolute confidentiality. Any breach of confidentiality will be regarded as a disciplinary matter and may led to disciplinary action being taken against you up to and including dismissal.

You must return to the Central Bank, on termination of your employment, any property of the Central Bank which you may have in your control or in your possession. You may not, without the Central Bank consent, keep copies of same. You may not remove from the Central Bank, without advance authorisation any property or documents which belong to the Central Bank or contains or refers to any confidential information relating to the Central Bank or its functions.

Application of this clause continues on termination and /or cessation of your employment with the Central Bank of Ireland.

- 18. SEARCH** : The Central Bank reserves the right to search your person, belongings or vehicle before admittance to or departure from the Central Bank's premises, or while on duty.
- 19. SECURITY CLEARANCE** : Any offer is subject to receipt by the Central Bank of satisfactory security clearance.
- 20. CODE OF ETHICS & BEHAVIOUR** : You are expected to abide by staff rules and codes of conduct as laid down by the Central Bank which are subject to amendment. (Enclosure No. 2).
- 21. SUPERANNUATION SCHEME (MAIN SCHEME AND SPOUSE'S AND CHILDREN'S SCHEME)** : You accept that you have irrevocably waived your entitlement to be admitted to the Central Bank's Superannuation Scheme (Main Scheme and Spouse's and Children's Scheme) and that you have irrevocably waived all benefits, gratuities and rights arising from those schemes.

You acknowledge that you have signed a document dated 21st August 2013 attached hereto confirming that you do not wish to join and will not join the Central Bank and Financial Services Authority of Ireland Superannuation Scheme 2008 (as may be amended from time to time) and/ or the Public Service Pensions (Single Scheme and Other Provisions) Act 2012 and waiving the right to take any claim in any jurisdiction arising out of your decision not to join the said Schemes.

- 22. GARDEN LEAVE** : If you or the Central Bank gives notice to terminate your employment for any reason whatsoever, the Central Bank may by written notice to you place you on Garden Leave for the whole or part of the remainder of the contract.

During any period of Garden Leave:

(a) the Central Bank shall be under no obligation to provide any work to you and may revoke any powers you hold on behalf of the Bank

(b) the Central Bank may require you to carry out alternative duties or to only perform such specific duties as are expressly assigned to you, at such location (including your home) as the Central Bank may decide;

(c) you shall continue to receive your basic salary and all contractual benefits in the usual way;

(d) you shall remain an employee of the Central Bank and bound by the terms of this agreement (including any implied duties of good faith and fidelity);

(e) the Central Bank may exclude you from any premises of the Central Bank; and

(f) the Central Bank may require you not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Central Bank.

23. TERMINATION

: Subject to the clause "Probation" above, in the event of the termination of your employment, you will be entitled to receive three months' notice in writing or the notice period prescribed by the Minimum Notice and Terms of Employment Acts 1973 to 2001 whichever is the longer.

Likewise where you intend to resign your employment, you will be required to give the Central Bank three months' notice in

writing. The Central Bank reserves the right, at its discretion to pay you in lieu of notice.

Notwithstanding the above, you agree that in the event that you are resigning your employment with Central Bank in order to take up or with a view to taking up a position at any reasonable time thereafter which could reasonably be deemed or perceived to be in conflict of interest with the continued carrying out of your duties under this contract, you will provide the Central Bank with six months' notice in writing.

Nothing in this contract shall prevent the giving of a lesser period of notice or the waiver of the notice period where it is mutually agreed.

In the event of the termination of your employment by reason of serious misconduct, you will not be entitled to receive notice in accordance with this clause.

24. DISMISSAL

The Central Bank looks forward to a productive employment relationship and will support you in the performance of your role.

However the Central Bank retains the right to discipline you, up to and including dismissal, following due procedure, on grounds of:

- capability;
- incompetence or poor work performance;
- misconduct (serious or persistent);
- incapacity;
- failure to carry out reasonable instruction;
- redundancy;
- legal reasons;
- some other substantial reason.

Certain breaches of Central Bank rules and of established custom and practice may also render you liable for dismissal. All disciplinary action and dismissal will be carried out in accordance with the Central Bank's disciplinary procedure, a copy of which will be given to you on your commencement.

25.DELIVERY UP OF DOCUMENTS AND PROPERTY : On termination of your employment for any reason (or earlier if requested) you will immediately deliver up to the Central Bank all property (including but not limited to documents and software, credit cards, keys and security passes) belonging to it or any related entity in your possession or under your control. Documents and software include (but are not limited to) passwords for your computer, correspondence, diaries, address books, databases, files, reports, minutes, plans, records, documentation or any other medium for storing information. Your obligations under this clause include the return of all copies, drafts, reproductions, notes, extracts or summaries (however stored or made) of all documents and software. The Central Bank may withhold any monies then owing to you in any respect pending you providing, if so requested, your written undertaking that you have complied with this obligation.

26. RELOCATION EXPENSES : Subject to production of receipts or other appropriate evidence of payment, the Central Bank shall reimburse you up to a total maximum of 10% of your basic annual salary in respect of costs incurred by you in any relocation consequent upon taking up this Contract of Employment and consequent upon the cessation of this Contract of Employment at the end of its term.

For the avoidance of doubt, you will note that the total amount of relocation expenses that will be reimbursed by the Bank for possible relocation at the commencement and termination of this Agreement will not exceed 10% of your annual basic salary.

27. TAX ADVICE : You acknowledge that the Central Bank has arranged a consultation for you with its tax advisers to ensure that you are fully informed about your tax obligations in Ireland and in any other country.

28. OTHER OCCUPATIONS : The Central Bank is the primary employer and you must not engage in other part-time occupations without the Central Bank's written permission.

29. STAFF REPRESENTATION : Not applicable

30. HEALTH & SAFETY POLICY : A copy of the Central Bank's Corporate Safety Statement, which includes a section on the duties of employees in relation to health and safety, is attached in enclosure 10.

31. ENCLOSURES : The attached enclosures form part of this contract of employment.

The Central Bank reserves the right to amend all enclosures from time to time. Should this occur the Central Bank will take all reasonable measures to ensure that the amended policies and/or regulations are easily available to you.

32. OUTSIDE INTERESTS : During your employment with the Central Bank you will not, except as a representative of the Bank or with the prior written approval of the Central Bank whether paid or unpaid, be directly or indirectly engaged, concerned or have any financial interest in any capacity in any other business, trade, profession or occupation (or the setting up of any business, trade, profession or occupation).

Notwithstanding the above, you may hold an investment by way of shares or other securities of not more than [5]% of the total issued share capital of any company (whether or not it is listed

or dealt in on a recognised stock exchange).

33. DATA PROTECTION : You are required to abide by the provisions of the Data Protection Acts 1988 and 2003 and any regulations made thereunder or amending or superseding legislation in respect of computerized or manual records.

34. START DATE : Your employment will commence on 1st October 2013. You acknowledge that no previous employment with any other employer counts towards your continuous employment with the Central Bank.

35. ENTIRE AGREEMENT : This Agreement constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them.

36. GOVERNING LAW : The validity and construction of this Agreement shall be governed by the laws of the Republic of Ireland.

I accept and agree to be bound by the above terms and conditions of employment.

Signed : 

Date : 21st August 2013

Signed : 
On behalf of the Central Bank of Ireland

Date : 21st August 2013

Enclosures:

- 1. Section 33AK of the Central Bank Act 1942 (as amended) together with acknowledgement (Clause No. 14)**
- 2. The Central Bank's Code of Ethics and Behaviour with Declaration (Clause No. 17)**
- 3. The Central Bank's Disciplinary Procedures**
- 4. The Central Bank's Grievance Procedures**
- 5. The Central Bank's Policy on Appropriate Workplace Behaviour (Anti-Bullying, Harassment and Sexual Harassment Policy)**
- 6. The Central Bank's Sick Leave Scheme (Clause No. 13)**
- 7. Central Bank Pension Scheme Waiver**
- 8. Probation in the Central Bank of Ireland - A Policy and Guideline (Clause No. 7)**
- 9. The Central Bank of Ireland – Employee Trading Rules.**
- 10. The Central Bank's Corporate Safety Statement (Clause No 24).**



Banc Ceannais na hÉireann
Central Bank of Ireland
Eurosystem

Mr Philip R. Lane
Governor
Central Bank of Ireland

Cyril Roux *Deputy Governor (Financial Regulation)*

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28 February, 2017

Dear Philip,

Further to my letter to you dated February 23, [REDACTED] and discussions you held yesterday with the non-executive members of the Commission on the notice period, I hereby resign from my position of Deputy governor (Financial Regulation) with effect on August 31, 2017 to take up employment in the private sector.

This resignation is predicated on the following agreed terms on the notice period and on the communication about my departure.

Duties during the notice period

A. Following the precedent established at the resignation of my immediate predecessor, from March 1, I will be relieved of my supervisory duties, see the Commission's delegations to me revoked, and financial regulation directors currently reporting to me will report to you or to any other person you will designate to this effect.

From March 1 to April 7, I will keep full access to my office and concentrate on three files (and any other that you may add):

- the consultation on industry levies
- the writing of the annual performance statement
- the provision of advice on the reorganization of the financial regulation pillar and of the role that you may wish to decide.

During the same period, I will continue to take part in the Bank's general management meetings. Furthermore, I will continue to conduct all work linked to the EBA and to ESMA, including receiving briefings and participating in Board and Committee meetings and Telcos, as the presidents of these two Authorities have confirmed there is no concern on their side for me to do so. I will honor all my international commitments, including participating in and speaking at the April meeting of EUROFI.

However, I will step down immediately from the Supervisory Board of the ECB, [REDACTED] and no longer attend the Bank's Financial Stability Committee and Macprudential Measure Committee nor chair the Supervisory Committee and Policy Committee.

B. Furthermore, you have decided to put me on full garden leave from April 8 to August 31, as my contract allows. During that full garden leave period, you will relieve me of all remaining duties and responsibilities, including that of reporting to the office; however, I will stay on as an employee of the Central Bank up to August 31 and will be paid my salary in full every month.

During the period commencing April 8, you will have made me absent from my office of Deputy Governor (Financial Regulation) and so I acknowledge that you will be then in a position to nominate an acting Head of Financial Regulation, as per section 23 D of the Central Bank Act 1942, as amended by the Central Bank Reform Act 2010.

This full garden leave part of the six-month notice period, which is unprecedented at the Bank, is in order for the Bank to adopt established practice in the United Kingdom and in so doing to protect the Bank from any risk of controversy, by establishing the greatest amount of separation between my current and future roles. Your view is that such an approach is the best suited to address public concern in Europe about subsequent private employment of high-ranking public officials. You have been very clear that this change of approach is not predicated on the specific circumstances - as indeed

[REDACTED] - but would be now precedent and policy for yourself and Deputy Governors should they leave for the private sector, for the aforementioned reasons.

I acknowledge these reasons and recognize that the Bank can put me on such a full garden leave unilaterally if it wishes, even if I would rather work than not during my notice period.

Communication

We agree that proper internal and public communication is important for the Bank and for me; accordingly, I have included the principles which I think should guide our communication.

Our communication faces a challenge in that the notice period approach you have chosen is more stringent than the one which applied to my immediate predecessor, [REDACTED]

[REDACTED] This approach may also give rise to questions about not requiring work of a highly paid and skilled employee willing and able to do so.

It is important therefore that the garden leave part of my notice period that you have decided is explained by your actual motivation, delineated in the third paragraph of part B supra, i.e. the best international standards you wish to apply henceforth. We have agreed to ensure that nothing we do or say could be interpreted as a concern, of which there is none, about the specific circumstances, about the firm I would join nor about my integrity or performance, or a desire from me to benefit from paid leave.

Best regards,



Cyril Roux

Central Bank of Ireland - RESTRICTED



Banc Ceannais na hÉireann
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Deputy Governor Cyril Roux

Central Bank of Ireland

Dame Street

Dublin 2

16 March 2017

Dear Cyril,

Thank you for your letter of 28 February 2017 and for your contribution to the work at the Bank throughout your time with us.

I confirm that your letter of 28 February accurately reflects the agreed terms in respect of your duties during your notice period. As your new position could reasonably be deemed or perceived to be in conflict of interest with the continued carrying out of your contractual duties, you have provided 6 months' notice, in accordance with your contract of employment. I have also decided to invoke the garden leave provisions of your contract of employment in part, as you describe, until April 7, and in full for the balance of the 6 month period up to August 31, as discussed.

I confirm that the application of garden leave is at the discretion of the Bank and is considered on a case by case basis at the time of the making of each relevant decision. The 6 months' notice arises from the relevant contractual provision, which applies in this particular case.

Yours sincerely,