

**Labor Contract №**  
(With the affiliated academic staff)

Tbilisi

„-----“ „-----“, 20----

On the one hand, Ltd. Tbilisi Humanitarian Teaching University (hereinafter referred to as "Employer"), represented by its Chancellor Valentina Sakvarelidze and on the other hand, a Georgian citizen ----- (hereinafter referred to as employee), based on Article 35 of the Law of Georgia on Higher Education and Article 6, clause 1<sup>1</sup> of the Labor Code of Georgia, conclude this Contract on the following:

**1. Position and type of the work to be performed**

1.1. The employee shall be employed in the University on the position of -----.

1.2. The special agreement between the affiliated academic staff and the university on his/her affiliation with the university shall be an integral part of this contract.

1.3. The activities of the affiliated academic staff shall include: teaching, scientific and research activities, as well as the participation in the university activities.

1.4. The employee shall perform personally the work provided by the contract in accordance following the requirements of the applicable legislation of Georgia, the University Regulations, the internal regulations and the academic workload, the human resources management policy, the study process and other regulatory norms.

1.5. The work to be performed by an affiliated person shall include:

- a) Participation in scientific and other conferences, seminars, working meetings, symposiums on behalf of the university;
- b) Implementation of the basic educational, research/scientific activities in the university, whose results shall be ascribed to the university;
- c) Involvement in decision-making processes on educational, research and other important issues in the university;
- d) Leading students' scientific and research work;
- e) Teaching the course in accordance with the syllabus;
- f) Teaching and scientific-research work;
- g) Drawing up and regularly updating examination issues, tests, examination papers;
- h) Participation in the students' assessment process and correction of examination works;
- i) Monitoring the exams during the examination period;
- j) Participation in the work of different commissions.

1.6. Annual academic and scientific and methodical workload of the affiliated academic staff, its quantitative assessment and margin norms shall be determined by the decree #12 of the Academic Council of the University, dated May 31, 2019.

1.7. The place where the employee shall perform the work shall be: Tbilisi, Georgia, Monk Gabriel Salosi Avenue №31.

1.8. The employee's working hours shall be determined per each semester, according to the schedule and the academic calendar which cannot exceed 40 hours per week.

**2. The rights and the obligations of the Parties**

**2.1. The affiliated person shall:**

- a) Perform personally the work under the contract;
- b) Within the limits of his/her authority, perform his/her duties properly as defined by a special agreement signed with him/her, the University Regulations, Personnel Management Policy and Internal Regulations;
- c) The teaching workload of an affiliated person during the academic year shall be no less than --- hours covering hours spent on classes in lecture-rooms, laboratories (class and contact hours) and consultation hours (class---hours, consultation---hours);
- d) Perform the scientific component during the year as one of the following activities mentioned further: monography / manual / lecture course / publication with scientific comments; works published in reviewing scientific magazines/ complete collection of papers of the scientific conference; participation in international scientific events / participation in national, including internal scientific events of the University / participation in international scientific grants / participation in national scientific grants;

- e) carry out a scientific component on behalf of the university and at the same time be oriented on the involvement of the students in research activities;
- f) an affiliated person shall warn the university about his/her decision to affiliate with other HEI or/and his/her refusal to affiliate 30 days before;
- g) inform the employer in writing about any change in his/her personal data within one week after such changes;
- h) at the request of the employer provide information on the previous activity and submit without hindrance the data relating to the signing of the contract;
- i) ensure that all documents and correspondence are maintained according to the established rule;
- j) not disclose confidential or author's information that has become known to him/her during the performance of his / her official duties, which may serve as a basis for the termination of a labor contract with him/her or imposing disciplinary liability;
- k) adhere to the academic integrity, explain the content of the norms of the academic integrity and encourage them to follow it;
- l) in case of the employer's request, submit the semester and/or annual report on the fulfillment of his/her obligations under the present contract and if necessary, confirm it documentally;
- m) the employee personally and fully bear the responsibility for any damages and / or losses caused to the employer as a result of the misuse of the institution's property or the negligence.

## **2.2. The affiliated person shall be entitled to:**

- a) hold an academic position and / or the position of the invited lecturer in other educational institution if his/her workload does not exceed 12 contact hours per week;
- b) hold a permanent administrative position in the university, if the workload under the contract concluded with him/her does not exceed 6 hours;
- c) demand the University to adhere to this contract, the special agreement on the affiliation with the University, the rule for conducting the academic position competition, the internal regulations and the effective legislation;
- d) refuse to perform the work, the task or the instruction that contradicts the law and exceeds the content of the functions imposed on him/her. In such a case, he/she immediately reports in writing about the mentioned circumstances and informs the head of the University;
- e) request information, information resources and inventory related to the performance of his / her work;
- f) demand the labor remuneration in the amount and manner specified in the labor contract signed with him/her;
- g) enjoy the days off established in Georgia;
- h) in case of a temporary disability, demand the suspension of labor relations. Each such case should be substantiated by a certificate issued by a medical institution;
- i) refuse to perform the work, the task or the instruction contrary to the law, in which case the employer shall be immediately informed about the mentioned circumstances;
- j) request information, information resources and inventory related to the performance of his / her work;
- k) participate in the management of the university in accordance with the legislation and the university regulatory acts and the special agreement with the university;
- l) teach, research, carry out creative activities and publication of scientific papers without interference;
- m) within the framework of the educational program, independently determine the content of the programs of teaching course (syllabus), teaching methods and means;
- n) the employee shall be entitled to benefit from the paid leave for 24 working days per year;
- o) the employee shall be entitled to benefit from the non-paid leave - at least for 15 calendar days per year.

## **2.3. The university shall be entitled to:**

- a) by notifying the employee the employer shall be entitled to specify certain circumstances of the performance of the work under the labor contract that does not change the essential terms of the contract;
- b) the essential terms of the labor contract may be changed only by agreement of the parties. If the labor contract does not provide any essential term, such a term may be determined by the employee's consent;
- c) the change of the essential terms of the labor contract, which is conditioned by the change of the legislation, does not require the employee's consent;

- d) demand the employee to fulfill the terms of the University Regulations, Internal Regulations, Personnel Management Policy and the present Contract;
- e) specify certain circumstances of the performance of the work envisaged by the contract, which should not substantially change the terms of the contract;
- f) demand the employee to fulfill the terms of the contract, the requirements set by the Law of Georgia on Higher Education, the University Regulations, the academic workload set for the academic position, the educational process and other regulatory rules;
- g) plan and conduct qualification assessments;
- h) assign the employee to other place different from the main workplace following the terms established by the applicable legislation of Georgia
- i) in order to motivate the employee to use the measures encouraging the employee according to the results of the work and apply disciplinary liability, including an early termination of the contract in case of the violation of the internal regulations, the university regulations, internal normative acts and / or provisions of this contract;
- j) demand the compensation for damages caused by the employee in accordance with the procedure established by the legislation of Georgia.

#### **2.4. The University shall:**

- a) take care of the professional development of the employee;
- b) ensure timely remuneration of the employee's work;
- c) ensure the freedom of teaching and research by the academic staff within the frames established by the legislation and establish appropriate conditions for his/her activities;
- d) in case of necessity, ensure the necessary medical assistance (urgent) to the employee (during the study process and / or on the university territory);
- e) on the initiative of the employer, ensure the final settlement with the employee when terminating the employment relationship;
- f) make the employee familiar with the internal regulations, ethical norms, disciplinary liability norms, and in case of amendments and additions to them, make the employee familiar with them;
- g) create the proper conditions to the employee for the smooth performance of the assigned functions and obligations;
- h) ensure the labor and other social guarantees of the employee in compliance with the legislation of Georgia, the University Charter, Internal Regulations and this Contract;
- i) provide the employee with annual paid leave;
- j) when terminating the labor relations, the final settlement with the employee shall be made in no later than 7 (seven) calendar days.

#### **3. The duration of the contract**

3.1. The present labor contract is concluded for a period of --- and shall become effective from--- to---.

#### **4. The remuneration**

- 4.1. the remuneration shall be given to the employee once a month, not later than 20th day of every subsequent month.
- 4.2. Affiliated professor shall be remunerated if the work to be performed is fully completed.

#### **5. Overtime work and its remuneration**

- 5.1. By agreement of the Parties, the overtime work shall be considered to be the work performed by the employee in the period of time, the duration of which exceeds 40 hours per week;
- 5.2. when performing the work on his/her own initiative during the non-working time (without the assignment of an authorized person) the employee shall not be remunerated;
- 5.3. The employee shall have an amount of the hourly wage rate increased by 25 (twenty five) % for each additional working hour.

#### **6. Personal data of the employee**

- 6.1. The employer shall provide the protection of the employee's personal data in accordance with the applicable legislation, the employee shall be entitled to treat the personal data of the employee in accordance with the applicable legislation;
- 6.2. The employee shall agree that the information about him/her (name, photo, professional / scientific / research / pedagogic / practical activity, telephone number and e-mail) be used by the employer when drawing up the official documentation.

## **7. Suspension of labor relations / termination of labor contract**

7.1. The basis for the suspension of labor relations may be the cases envisaged by the Labor Code of Georgia. If the employee requests the suspension of labor relations on the basis of the Labor Code, the employer shall be obliged to suspend labor relations for a reasonable period. Labor relations shall be considered to be suspended from the submission of the request until the elimination of the relevant grounds of the suspension. In case of the suspension of labor relations, except for the cases envisaged by the law, the employee shall not be remunerated unless otherwise provided by the Georgian legislation;

7.2. The grounds for the termination of the labor contract shall be:

- a) the expiration of the term of the labor contract (the term of the academic position);
- b) written agreement of the parties;
- c) when the employee quits the position/the job at his/her own will, on the basis of a written application;
- d) gross violation by the employee of the obligations imposed by the labor contract and / or employer's internal regulations, including the systematic violation by the employee of the requirements (conducting classes and assessments in accordance with the schedule established by the faculty) of the study process;
- e) Long workability - If the term of the workability exceeds 40 calendar days in a row, or within 6 months the total term exceeds 60 calendar days, and the employee used the vacation;
- (f) entry into legal force of a court ruling or decision that excludes the possibility to perform the work;
- g) death of an employee;
- h) the start of the liquidation process of the employer, the abolition of the right to carry out educational activity (authorization) for the employer;
- i) gross and / or systematic violation of the internal regulation of the university;
- j) non-fulfillment of the objectives set in the description of the educational program and / or teaching discipline under the responsibility of the employee (syllabus);
- k) unsatisfactory assessment of the work of the employee in periodic assessments of the teaching process and the work of the professors carried out by the faculty and the university quality assurance service;
- l) the biased assessment of the student's work or knowledge;
- m) other objective circumstance that justifies the termination of the labor contract;
- n) in case of the termination of the labor contract on the employee's initiative, the employee shall be obliged to warn the employer by sending a prior written notification no less than 30 calendar days before.

## **8. Settlement of labor disputes**

8.1. In case of a labor dispute between the parties, it shall be settled directly through the procedures agreed between the employer and the employee in compliance with the rules envisaged by the labor legislation;

8.2. If the dispute is not settled within 14 calendar days during the dispute period, or if the Party avoids participating in the conciliatory procedures, the other party shall be entitled to appeal to the court;

8.3. The discussion of the dispute shall not cause the suspension of labor relations.

## **9. Final provisions**

9.1. The contract has been drawn up in Georgian language, in 2 (two) copies and is kept with the parties. Both of them have equal legal force;

9.2. The issues not defined by this contract shall be regulated by the internal legal acts of the University and / or applicable legislation;

9.3. The amendments to this contract shall be permitted only on the basis of a written agreement of the Parties. The amendments made unilaterally shall not be legal;

9.4. The invalidation of any provisions of this contract at any time from the date of signature of the contract on the basis of legislative amendments, court decisions or other objective circumstances shall not affect the validity of the other provisions of this contract. The Parties shall undertake to negotiate in good faith in such a way that the amendments to the contract maintain the original purpose of the Parties.

9.5. By signing this contract, the employee confirms that he/she is familiar with the terms of the University regulations and the academic workload.

10. The signatures of the Parties and the details:

Employer	Employee
Ltd. Humanitarian Teaching University of Tbilisi	(Full name) -----
Registration code 206046045	P/N (personal number)
Address: Tbilisi, Monk Gabriel Salos Avenue №31	Address:
Chancellor - Valentina Sakvarelidze Signature -----	Signature -----