

Labor contract# _____

Tbilisi

“ _ ” _____ 20 y.

Parties:

On the one hand, **Tbilisi Humanitarian Teaching University LLC** (ID number: 206046045) represented by its Rector **Valentina Sakvarelidze** (hereinafter referred to as the “Employer”) and on the other hand, the individual _____ (ID number - _____) (hereinafter referred to as “Employee”), enter into this Agreement on the following:

1. Subject of the Agreement

1.1 The employee will be appointed to an academic position affiliated with the faculty of _____ on the basis of an open competition and in accordance with this agreement;

1.2 The activities of a person appointed to an academic position include: teaching, consulting, scientific-research activities, as well as participation in university events.

1.3 A person appointed to an academic position undertakes to perform the work assigned to him/her under this labour contract in the manner, scope and schedule specified in this contract, which is defined by this agreement, the internal regulations and internal regulatory acts; The academic workload of academic staff, which determines the specific workload of academic staff in hours (in terms of the academic year, terms), is an integral part of this agreement (Appendix #1 - Workload Form).

1.4 The employee's workplace is: Georgia, Tbilisi, 31 Beri Gabriel Salosi Avenue.

2. General job description

2.1 The employee is obliged to perform the work stipulated in this contract personally.

2.2 The employee is obliged to perform his/her duties, within the limits of his/her abilities, with due care and caution, as determined by the form of assignment and internal regulations.

2.3 The employee has the right to combine other work with the employer, including an administrative or support position, so that his weekly workload does not exceed 40 hours in total, and in an administrative/support position, his/her weekly workload should not exceed 5 hours;

2.4 Academic staff is entitled to hold an academic position and/or a invited staff/lecturer position at another educational institution, if his/her academic workload at Tbilisi Humanitarian Teaching University does not exceed 20 hours per week. Academic staff are not authorized to hold an administrative and/or support position at a competing institution of the “employer” without prior notification and consent of the “employer”; The “employee” is entitled to take a position in another non-competing institution, subject to prior notification to the “employer”. Violation of these obligations by the “Employee” constitutes grounds for termination of this employment contract.

2.5 The employee is obliged to notify the employer of any academic suspensions he or she has received at another university, in turn, the employer is authorized to verify the workload of academic personnel in the education management information system;

2.6 The employer has the right to specify, by notice to the employee, certain circumstances of the performance of work stipulated in the employment contract, which do not change the essential terms of the contract.

2.7 The essential terms of an employment contract may be changed only by written agreement of the parties. If the employment contract does not provide for any essential term, such term may be determined with the consent of the employee.

2.8 Changes to the essential terms of an employment contract due to changes in legislation do not require the employee's consent.

3. Working hours, breaks, weekends and holidays

3.1 The duration of an employee's working hours and break times are determined based on the internal regulations, in accordance with the term academic calendar and the break form (Appendix #1).

3.2 When performing classroom workload, takes breaks in accordance with the academic schedule;

3.3 Holidays are considered to be holidays established by the legislation of Georgia. In addition to the holidays established by the legislation, the employer may additionally determine days off.

3.4 An employee has the right to take paid leave – at least 24 working days per year. By agreement of the parties, accrued leave can be taken in parts or all at once, preferably during periods of the year when the employer is not conducting teaching (holiday periods).

3.5 An employee has the right to take unpaid leave for at least 15 calendar days per year.

4. Rights and obligations of the parties

4.1 An employee has the right to:

- 4.1.1 Require the employer to comply with this agreement, internal regulations and applicable legislation;
- 4.1.2 In case of temporary incapacity to work, request the suspension of employment relations. Each such case must be substantiated by a report issued by a medical institution;
- 4.1.3 Refuse to perform work, tasks or instructions that are contrary to the law, in which case he/she shall immediately notify the employer of the aforementioned circumstances;
- 4.1.4 Request information, information resources and inventory related to the performance of his/her work;
- 4.1.5 Request additional compensation in case of overtime work;
- 4.1.6 Participate in the management of the University in accordance with the legislation and regulatory acts of the University;
- 4.1.7 To carry out teaching, research, creative activities and publish scientific works without interference - to enjoy academic freedom;
- 4.1.8. Within the framework of the educational program, independently determine the content of the study course programs (syllabuses), teaching methods and means.

4.2 The employee is obliged to:

- 4.2.1 To perform the duties assigned to him/her in good faith;
- 4.2.2 To comply with this agreement and the internal regulations;
- 4.2.3 Notify the employer in writing of any changes to his/her personal data within one week of such changes;
- 4.2.4 Upon the employer's request, provide him with information about his previous activities and promptly submit data related to the conclusion of the contract;
- 4.2.5 Represent to work in an orderly stated, take care of improving one's qualifications, protecting the prestige of the university, and improving the quality of service;
- 4.2.6 Ensure that all documents and correspondence are stored in accordance with the established procedure;
- 4.2.7 Not to disclose confidential information that has become known to him/her during the performance of his/her official duties, which may serve as a basis for termination of his/her employment contract and imposition of financial compensation;
- 4.2.8 The employee is obliged to protect academic integrity, explain the content of the norms of academic integrity to students and call on them to protect them;
- 4.2.9. If requested by the employer, undergo professional certification in accordance with the procedure established by the employer;
- 4.2.10. Upon request of the employer, submit a semester and/or annual report on the fulfilment of obligations assumed by the employer under this Agreement and, if necessary, confirm it with documentation;

The employee is personally and fully liable for any damage and/or loss incurred by the employer as a result of his/her improper use of the institution's property or through negligence.

4.3. The employer has the right to:

- 4.2.1 Require the employee to comply with this contract and internal regulations;
- 4.3.2. To encourage, at its own discretion, based on the results of work in accordance with the internal regulations, in case of failure by the employee to fulfil the obligations stipulated in this agreement, disciplinary action shall be taken against him/her in accordance with the established procedure, among them, a fine, the amount of which is determined by the employer in a specific amount in a specific case.

4.4. The employer is obliged to:

- 4.4.1. Use the employee's labour to achieve the goals of the institution;
- 4.4.2. To introduce the internal regulations to the employee, and in case of amendments and additions to the internal regulations, to introduce the said amendments;
- 4.4.3. Ensure the creation of normal working conditions for the employee for the smooth performance of assigned functions and obligations; a non-discriminatory work environment;
- 4.4.4. Ensure timely payment of employee labour;
- 4.4.5. Within the framework established by law, ensure freedom of teaching and research by academic staff and create appropriate conditions for their activities.

5. Term of the Agreement

This employment contract is concluded for a period of ____ years, until _____.

6. Labor remuneration

- 6.1. The Employer shall pay the employee remuneration for each working hour in the amount specified in Appendix #2 to this agreement, including taxes provided for by law.
- 6.2. The employee will be compensated for educational activities, scientific-research activities, and other activities at a specified hourly rate and in accordance with the workload specified annually in semesters in Appendix #1 to this agreement;
- 6.3. Pension contributions to an employee will be paid based on the employee's pension status, in accordance with the norms established by Georgian legislation.
- 6.4. Remuneration is paid to the employee once a month, no later than the 20th (twenty) of the following month, to an account opened in his/her name and/or in cash. Labor remuneration will be calculated according to the monthly volume of work performed by the employee in the corresponding term of the reporting academic year.
- 6.5. Forced absences caused by the employee's fault will not be compensated.

- 6.6. The employer has the right to deduct the overpaid amount from the employee's wages.
- 6.7. The total amount of one-time deductions from wages shall not exceed 50 percent of wages.

7. Overtime work and its compensation

- 7.1. An employee is obliged to perform overtime work:
- a) to prevent a natural disaster and/or to eliminate its consequences - without compensation;
 - ბ) To prevent an industrial accident and/or eliminate its consequences – with appropriate compensation.
- 7.2. For the purposes of this agreement and based on the specifics of the institution, an industrial accident also means the existence of circumstances that may jeopardize the authorization of the institution, accreditation of programs or exercise of other rights that require licensing or granting of special rights from regulatory agencies.
- 7.3. Overtime work is considered to be the performance by the employee of those work hours, by agreement of the parties, that are not specified in Appendix #1 (workload form) to this agreement.
- 7.4. Overtime work shall be compensated at 1.25 times the hourly wage rate.

8. Termination of employment relations

- 8.1. Suspension of employment is a temporary failure to perform work stipulated in the employment contract, which does not result in termination of the employment relationship.
- 8.2. The grounds and procedures for termination of employment are regulated by the Organic Law of Georgia - the Labor Code of Georgia.

9. Termination of employment relationship

- 9.1. The grounds for termination of an employment contract are:
- a) economic circumstances, technological or organizational changes that make it necessary to reduce the workforce;
 - b) employee's voluntary resignation from his/her position/job based on a written statement;
 - c) written agreement of the parties;
 - d) Inconsistency of the employee's qualifications or professional skills with the position held/work performed, which will be determined through attestation and/or training process assessment mechanisms; Inconsistency may also arise if the current legislation of Georgia establishes additional qualification requirements for the employee;
 - e) gross violation by the employee of the obligation imposed on him/her by the employment contract and/or internal regulations;
 - f) Violation of the obligation imposed on the employee by the employment contract and/or internal regulations, if the employee has already been subject to a penalty under the employment contract within the last year and/or any disciplinary measure provided for by the internal regulations;
 - g) Death of an employee;
 - h) Commencement of liquidation proceedings of the university;
 - i) refusal to grant the institution the status of an educational institution or loss of this status, cancellation of the educational program/component thereof in the implementation of which the employee participated;
 - j) other grounds and objective circumstances defined by the Labor Code that justify the termination of the employment contract.
- 9.2. When terminating the contract at the employee's initiative, the employee is obliged to notify the employer in writing at least 30 calendar days in advance.
- 9.3. For the purposes of this Agreement, a violation of an obligation imposed on an employee by an employment contract and/or internal regulations is considered failure or improper fulfilment by the employee of the obligations specified in the same contract, including the requirements stipulated in the job description/instruction form, internal regulations, and code of ethics.

10. Personal data protection and confidentiality

- 10.1. The employer ensures the protection of the employee's personal data in accordance with the current legislation of Georgia and the procedure specified in the employee's personal data protection policy document. The employer processes the employee's personal data to fulfil the requirements specified in the legislation of Georgia, with the employee's written consent or for other legitimate purposes, as defined in the personal data protection policy document;
- 10.2. By signing the contract, the employee confirms that he/she is aware of the following on the employer's territory and premises (except for medical aid stations, work, changing and hygiene areas) on the use of video surveillance devices for the purpose of order, safety, life and health protection.
- 10.3. During the employment period and after the end of this period, regardless of the reason for termination of employment, the employee is obliged to keep confidential the information available to him under this contract and has no right to entrust it to any third party, or in any way use this information for his own benefit, or make it public.
- 10.4. For the purposes of this Agreement, confidential information is considered to be any information, the disclosure of which may harm the activities, name and reputation of the institution, as well as educational programs, syllabus and other types of teaching and methodological materials, in a form that the institution has not deemed appropriate for public publication on the institution's website.

11. Resolution of labour disputes

- 11.1. A dispute is a disagreement arising during an employment relationship, the resolution of which is in the legitimate interests of the parties to the employment contract. A dispute arises from a written notification of the disagreement sent by a party to the other party.
- 11.2. In the event of a labour dispute between the parties, it must be resolved directly between the employer and the employee through conciliation procedures, in accordance with the rules provided for by labour legislation.

11.3. If an agreement cannot be reached during a dispute within 14 calendar days, or if a party avoids participating in conciliation procedures, the other party has the right to apply to court.

11.4. The consideration of a dispute does not result in the suspension of the employment relationship.

12. Final provisions

12.1. By signing the agreement, the parties confirm that this agreement does not contain any ambiguous provisions and that they have fully read and accepted the aforementioned terms.

12.2. The parties agree that any written and/or electronic, audio/video or printed material/image/document created/prepared by the "Employee" within the framework of this Agreement (any part/fragment included in them/their components), including, an educational program or any part thereof, any intellectual product created for the purpose of implementing an educational program, as well as any information/documentation provided by the "employer" to the "employee" for the purpose of performing official functions and any rights related to them (material/image/document) (including: property, copyright, related rights, exclusive rights to use in any form, etc.) regardless of time and space, it belongs to the "employer". Accordingly, the "employee" is prohibited from using the said intellectual property for non-official purposes, disclosure, copying or other transfer to third parties. Upon termination of this agreement, the "employee" shall immediately transfer/return them and copies (if any) to the "employer".

12.3. Issues not specified in this agreement shall be regulated by the employer's internal legal acts or applicable legislation.

12.4. Amendments to this agreement shall be permitted only upon written agreement of the parties. Unilateral amendments shall have no legal force.

12.5. Any provision of this Agreement may be declared invalid or void at any time after the signing of the Agreement due to legislative changes, court decisions or other circumstances, it shall not affect the validity of any other provisions of this Agreement. The parties undertake to negotiate in good faith in such cases in order to make changes to the agreement that, to the extent possible, preserve the original intent of the parties.

12.6. The internal regulations are an integral part of the employment contract (Appendix #3). By signing this agreement, the employee confirms that he/she has fully familiarized himself/herself with the employer's internal regulations and code of ethics, agrees with them, and has no complaints. In case of any conflict between the provisions of the Agreement and the Internal Regulations, the provisions of this Agreement shall prevail.

12.7. The Agreement is drawn up in the Georgian language, in 2 (two) identical copies with equal legal force, one for each party.

Details and signatures of the parties:

"Employer":

Tbilisi Humanitarian Teaching University LLC.

Registration number - 206046045

Address: Tbilisi, Beri Gabriel Salosi Avenue N31

Email: thu-posta@thu.edu.ge

Website: www.thu.edu.ge

(signature)

Valentina Sakvarelidze, Rector

B.A.

"Employee":

_____, ID/N

Reg. Address:

Tel.:

Email:

Bank account:

(signature)

(Integral part of the employment contract No. ____)

Workload form

Academic year: _____

Autumn Term

Spring Term

Details and signatures of the parties:

"Employer":

Tbilisi Humanitarian Teaching University LLC.
Registration number - 206046045

Address: Tbilisi, Beri Gabriel Salosi Avenue N31
Email: thu-posta@thu.edu.ge
Website: www.thu.edu.ge

(signature)

Valentina Sakvarelidze, Rector
B.A.

"Employee":

_____, ID/N

Reg. Address:

Tel.:

Email:

Bank account:

(signature)

(Integral part of the employment contract No. ____)

Monthly salary per hour: _____ (_____) GEL, including taxes specified by Georgian legislation.

<p>"Employer":</p> <p>Tbilisi Humanitarian Teaching University LLC. Registration number - 206046045</p> <p>Address: Tbilisi, Beri Gabriel Salosi Avenue N31 Email: thu-posta@thu.edu.ge Website: www.thu.edu.ge</p> <p>_____</p> <p>(signature)</p> <p>Valentina Sakvarelidze, Rector B.A.</p>	<p>"Employee":</p> <p>_____ ID/N</p> <p>Reg. Address: Tel.: Email:</p> <p>Bank account: _____</p> <p>(signature)</p>
---	---