

Employment contract N 236

City of Kutaisi

2 November 2020 year

Article 1. General Provisions

On the one hand, European University Ltd. (hereinafter, referred to as "University" or "Employer") represented by its Rector, Lasha Kandelakishvili, and on the other hand, a citizen, **Zakaria Hamida Baker** personal number 01008033253 (hereinafter referred to as "Employee" or "Lecturer"), conclude the present Agreement as follows::

Article 2. Subject of the Agreement

This agreement regulates the labor-legal relationship between the employer and the employee during the period when the employee is hired by an employer as an invited lecturer to the University.

Article 3. Position of the employee and the type of work to be performed

1. Employees are hired to work on invited lecturer positions.
2. The requirements for the position of the employee are determined in accordance with the legislation of Georgia, the internal regulations on study process of the University and the present agreement.

Article 4. The Workplace


By the agreement of the parties, the employee's work place is determined in Kutaisi , 13 Tsereteli Street.

Article 5. Rights - responsibilities of the parties

1. The Employer is entitled to:
 - A) verify the accuracy of the information submitted by the employee;
 - B) require the employee to perform the work imposed on him/her in quality manner, in accordance with legislation of Georgia, the University's Legal Acts and this Agreement.
 - C) establish internal labor regulations and request the employee to perform them;



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E) encourage the employee and apply

internal legal acts of the University;

F) periodically monitor the process of the employee performance.

2. Employer is obliged to:

A) introduce the employee to the norms active at the institution and inform him/her about any amendments made to these norms;

B) ensure payment of remuneration at agreed time in adherence to terms and conditions implied by his agreement.

C) create adequate conditions for the employee to perform the work assigned to him/her;

D) provide employee with maximum safe working environment for the life and health;

E) within reasonable period of time provide the employee with the full, objective and understandable information on all the factors affecting the life and health of the employee or the safety of the natural environment available to him/her;

F) in case of an employee's request, issue a certificate about employment, which includes data about the work done, the remuneration of the work, the duration of the labor contract;

G) ensure employees involvement in the university life.

3. The employee is authorized to:

a) request safe labor conditions at the workplace;

b) request and receive exhaustive information about the conditions of employment, the status and the legal condition of the university and lecturer.

c) request information related to the performance of his/her work, information resources and inventory;

d) use the holidays stipulated by the Labor Code of Georgia.

e) request timely payment of remuneration from the employer;

f) carry out teaching and scientific research activities without interference;

g) within the framework of the educational program, independently determine the content of the learning course programs (syllabuses), teaching methods and means;

h) participate in professional development programs and other types of projects both within the framework of the University and outside it.

4. The employee is obliged:

a) get acquainted with the mission, vision, values and strategic directions of the University;

b) follow the requirements of the University Statute and internal regulations;

c) follow the norms of Ethics and Disciplinary Liability;

d) in accordance with the educational program, to fully implement the education of students in accordance with the University curriculum, the regulation rules of the educational process and the

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update the contents of the training course and improve its teaching methods.

e) appear for the lecture, working group, practical/laboratory training properly prepared and in a timely manner, do not allow the lecture or the practical training to end before its due time or be missed for an inexcusable reason.

f) personally perform the work, lead the study process and guide the student's study and scientific research work;

g) ensure timely preparation of exam questions and their delivery to the Examination Center, making/correcting/returning student works, timely reflection of points in the database, conducting consultation hours in accordance with the "Rules for Examination Administration";

h) take care of the material values transferred to him/her for the purpose of performing his/her work duties;

i) immediately inform the employer of any circumstances that may hinder with the performance of the work, or endanger the interests of the employer or a third party.

j) To fulfill the obligation imposed on him properly and at the appointed time. As well, follow the instructions of the supervisor related to the exercise of official authority.

Article 6.labor remuneration

1.According to the educational program, the employer pays the employee for each contact hour 45 net per academic hour (reimbursement of the time spent on consultations, as well as preparing exam questions and correcting papers is included in the hourly pay for academic/contact hours).

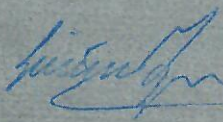
2.Payment will be conducted by the employer through the transfer to the employee's remuneration account, by non-cash payment, once a month, no later than the 10th day of the month following the month to be paid.

3.The employer is obliged to pay the employee 0.07 percent of the delayed amount for any remuneration or settlement that is delayed.

4.The employer shall be entitled to deduct the extra payment or any other amount from the employee's remuneration, which has been paid to him/her due to labor relations.

5.The total amount of one time deduction from labor remuneration should not exceed 50 percent of the salary.

6.In case of termination of labor relations, the employer is obliged to make the final settlement with the employee no later than 7 calendar days.



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1. The employee's working hours and holidays are determined by the [unclear] and the academic calendar established for the current semester;
2. Overtime work is allowed in cases provided by the Labor Code of Georgia.

Article 8. Vacation

1. The employee is entitled to benefit from non-paid vacation - at least 15 calendar days a year.
2. Vacation shall be given to the employee in free time from the lecture period during the work year.
3. The vacation does not include the period of temporary disability, vacation for childcare, for adoption of a newborn and additional leave due to childcare.

Article 9. Business Trip

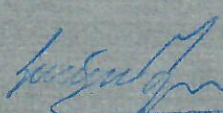

1. Business trip is temporary replacement of the workplace of the employee by the employer, based on the interests of the work.
2. Sending of the employee to a business trip by the employer is not deemed as to change the terms of the labor contract if the period of the business trip does not exceed 45 calendar days a year.
3. If the employer exceeds the term referred to in the 2nd paragraph of this Article, it will be considered as a change to the terms of the labor agreement.
4. The employer is obliged to fully reimburse to the employee the expenses related to the business trip.

Article 10. Overtime Labor

1. The employee is obliged to perform overtime work:
 - a) to prevent a natural disaster and/or to eliminate its consequences - without compensation;
 - b) to prevent an industrial accident and/or to eliminate its consequences - with appropriate compensation.
2. It is prohibited to employ a woman, who is pregnant or has just given a birth to a baby, a person with disabilities, or a minor for overtime work without his/her consent.
3. Overtime work is considered to be the performance of the work by an employee by agreement of the parties for a period of time, the duration of which exceeds his/her working hours;
4. In exchange for overtime pay, the employee will be given additional rest time in the amount of overtime work hours.

Article 11. Suspension/Termination of the Contract

1. The basis for suspending the labor relations is as follows:
 - a) Strike;

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d) appearance in the prosecutor's office, investigative or judicial bodies in the cases envisaged by the procedural legislation of Georgia.

e) conscription for mandatory military service;

f) enlistment in reserve service;

g) vacation due to pregnancy, childbirth and childcare, vacation due to adoption of newborns and additional vacation due to child care.

h) placement of a victim of violence against women and/or domestic violence in a shelter and crisis center, if she is no longer able to perform her official duties, but not more than 30 calendar days per year;

i) in case of temporary working disability, if it does not exceed 40 calendar days in a row or 30 calendar days in total within 6 months;

j) professional development, vocational training or study, the duration of which should not exceed 30 calendar days per year;

k) unpaid vacation;

l) paid vacation.

2. The basis for termination of the agreement are:

a) concluding a new agreement by the parties under which the present agreement is declared invalid;

b) economic circumstances, technological or organizational changes that make it necessary to decrease the workforce;

c) expiration of the term of a labor contract;

d) performance of the work provided by the labor agreement;

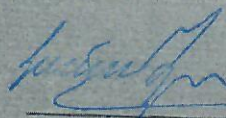
e) leaving the position/job voluntarily by the employee on the basis of a written application;

f) written agreement of the parties;

g) irrelevance of the employee's qualifications or professional skills with the occupational position/work to be performed;

h) gross violation by the employee of the obligation imposed on him/her by an individual labor contract or a collective agreement and/or internal labor regulations;

i) violation of the obligation imposed on the employee by an individual labor contract or collective agreement and/or internal labor regulations, if during the last 1 year the employee has already been subjected to any disciplinary liability under the individual labor agreement or collective agreement and/or internal labor regulations;



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incapacity for work exceeds 40 calendar days in a row, or the total period during 6 months, in addition, the employee has already taken the vacation;

k) the entry into force of a court verdict or decision, which excludes the possibility of performing the work;

l) a decision made by a court and entered into legal force declaring the strike illegal;

m) death of an employer - natural person or an employee;

n) start of the liquidation of the employer - a legal person;

o) other objective circumstance that justifies the termination of the labor contract.

Article 12. Rule of termination of employment relations

1. Upon termination of the labor contract on any of the grounds provided for sub-points "B", "G", "K" or "P" of the Point 2 of the Article 11 of this Agreement, a Party is obliged to notify the other Party at least 30 calendar days in advance by sending a prior written notice.

2. The employer is obliged to substantiate the grounds for termination of the contract within seven calendar days from the submission of an employee's request.

3. The employee has the right to appeal the employer's substantiated decision on termination of the agreement at the court within 30 calendar days. The term of the appeal shall be calculated from the moment of the notification of the reasoned decision for the employee.

4. If the employer does not substantiate the grounds for termination of the labor agreement within 7 calendar days upon submission of the employee's request, the employee has the right to appeal the employer's decision on termination of the contract in court within 30 calendar days.

Article 13. Review and settlement of labor disputes

1. The dispute between the parties shall be settled in accordance with the applicable legislation;

2. Any issue, which is not regulated by the present Agreement may be resolved through mutual negotiation of the Parties;

3. The dispute arising between the parties shall be settled through conciliation procedures of the parties, which envisages direct negotiations between the employee and the employer;

4. Party sends a written notice to the other Party concerning the commencement of conciliation procedures, where the grounds and requirements of the dispute should be determined.

5. The other party is obliged to review the written notification and inform the party in writing about their decision within 10 calendar days upon the receipt of the notification;

6. Representatives or the Parties shall make a written decision, which becomes a part of the existing employment agreement;

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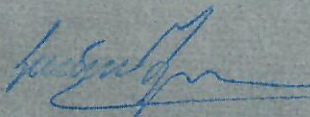
notification, or if the party avoids participating
right to appeal to the court in accordance with the Georgian legislation.

Article 14. Term of validity of the contract

The agreement is valid for 4 (four) term.

Article 15. other conditions

1. The internal regulations of the University are part of the labor employment and a person confirms by signing the contract that the employer ensured him/her acquaintance with the mentioned document before concluding the present agreement. The issues not regulated by this Agreement shall be regulated by the Labor Code of Georgia.
2. The contract is drawn up in two copies having equal legal power. Each copy will be given to each party participating in the agreement.



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