

AGREEMENT TO EMPLOY ACADEMIC EMPLOYEE

Prepared and signed on the 31st of January 2022

Between: The Hebrew University of Jerusalem
(hereinafter – the University) the one party

And Between: Dr. Israel Israeli, id 14.5.1948
(hereinafter – the Employee) the other party

Whereas: The Employee is interested in working in the University, and the University is interested in employing the Employee in accordance with the detailed instructions of this Agreement;

And Whereas: The parties are interested in arranging and setting the employment conditions of the Employee in the University;

Therefore it is declared and agreed between the parties as follows:

1. Declaration of the parties

The parties declare as follows:

1.1 This Agreement is personal and unique, and arranges the relationship between the University and the Employee, and therefore the following shall not apply to the Employee: any agreement or general collective and/or special agreement or any other arrangement and/or custom or regulation regarding salary, tenure, employment security, termination of employment, accompanying conditions or benefits related to the employment that apply to employees of the University, unless they are specifically detailed in this Agreement.

1.2 This Agreement includes all payments and/or other conditions of any kind to which the Employee is entitled from the University, and the Employee shall not be entitled and shall not demand any payment and/or other benefit from the University.

2. Period of the Employment Agreement

This Agreement is valid beginning on February 1, 2022 until September 30, 2022 and may be extended by written notice by the Human Resources Division of the University as detailed below.

3. Description of the Position

3.2 The University will employ the Employee in the position of “adviser” (pedagogical and structural advice) in the program “ Transitional Justice” (hereinafter: the position).

3.3 The Employee will operate in accordance with the regulations and instructions of the person determined by the University as her supervisor, as determined from time to time.

3.4 The Employee shall work in the University in the scope of 12% of a position (a full position is 40 weekly hours).

4. **Work Arrangements**

Work arrangements of the Employee shall be according to the needs of the work and the decision of the supervisor.

5. **Salary**

5.1 The Employee’s salary shall be gross 1,735 NIS per month (hereinafter - the salary).

5.2 **Recreation Payment**

The Employee shall be entitled to a recreation payment as required by the Expansion Orders in the economy.

5.3 **Travel Allowance**

The Employee shall be entitled to a travel allowance to and from work in accordance with the rates customary for all the University’s employees.

5.4 **Waiver of Tuition**

The Employee shall be entitled to a waiver of tuition after five years of work, if the employment continues. The waiver will apply to immediate family and other conditions that are detailed in the University’s Administrative Regulations regarding waiver of tuition.

6. **Managerial Insurance and Pension Insurance**

The University will add the Employee or will continue to insure her, accordingly, in the insurance fund (including provisions) and insurance against loss of employment ability (hereinafter – “insurance fund”) and/or in an all-inclusive pension fund according to the Employee’s choice and shall transfer payments monthly as follows:

(1) For the Pension Fund:

- a. The allocation of the University at the rate of 8.33% instead of severance pay.
- b. Payment by the University at the rate of 2.5% for insurance against loss of ability to work or payment at the rate lower than 2.5% for insurance against loss of ability to work, that guarantees compensation at the rate of at least 75% of the above portion of the overall salary.
- c. Allocation of the University at the rate of 7.5% for pension while deducting the payment mentioned in (b) above, as long as the reduced rate is not less than 6.5%.
- d. Furthermore, the University will deduct part of the overall salary as stated a sum at the rate of 7%, and transfer this to the insurance fund for pension. If the law or the arrangement that applies to the insurance fund determines that the rate of deduction from the Employee that exceeds the rate as stated or if the law enables deduction at a higher rate without parallel allocation on the part of the University and the Employee requested in writing a deduction at a higher rate, the University will deduct the higher rate.

(2) For the All-inclusive pension fund

- a. An allocation by the University at the rate of 6% instead of 72% of the severance pay.
- b. An allocation by the University at the rate of 7.5% for pension.
- c. Furthermore, the University will deduct from part of the overall salary as stated, a sum at the rate of 7% and will transfer this to the pension fund for pension.
- d. In order to remove doubt, in the event that the Employee is insured in a senior pension fund to which the unified statutes apply, the University will not reduce its allocations and the deduction from the Employee shall be as obligated by the regulations of the unified statutes and the legal arrangement that applies to the said fund.

(3) “Overall salary” for the above matter, shall be calculated as the salary and recreation payment excluding travel and refund of expenses.

- a. The University’s payments as stated above, regarding the period of employment of the Employee according to this Agreement will be in place of severance pay and this in accordance with article 14 of the Law of Severance Pay – 1963 (hereinafter – the Law of Severance Pay”). For this purpose, the parties adopt all of the conditions in the general approval given by the Minister of

Employment according to article 14 of the Law of Severance Pay and that was published in the Publications Journal 4659 on June 30, 1998 and the two corrections published in the Publications Journal 4803 on September 19, 1999 and in the Publications Journal 4970 on March 12, 2001 and as this approval shall be valid and/or corrected and/or replaced from time to time (hereinafter – “the Overall Approval”).

A joint version of the overall approval as of the date of signing this Agreement shall be published in the following website:
<http://employment.molsa.gov.il/Employment/WorkRights/EmploymentTermination/Documents/IshurSaif14.pdf>

b. It is hereby agreed that the University waives any rights that it may have to a refund from the payments that accumulate in the various funds in accordance with the conditions in 2(b) of the Overall Approval.

c. The insurance policy and/or the account in the pension fund, as per the matter, shall be owned by the University as long as the Employee is employed. If the employment of the Employee terminates for any reason at all, excluding reasons listed in the Overall Approval, the University will transfer the ownership of the policy and/or the account in the pension fund, as per the matter, to the Employee and in the event of the Employee's death, to the person eligible for that according to the law.

d. Upon termination of the Employee's work for any reason at all, excluding the reasons that according to the law entitle the employer to fire the Employee while denying severance pay all or part, the University will pay severance pay for the period of employment and salary components, included in the definition of “the overall salary” above and/or for those that severance must be paid according to the law, however the University's payments do not come in place of severance pay, in according to that stated above.

7. **Advance Studies Fund**

The University will allocate to a known Advanced Studies Fund at the Employee's choice an amount that is equal to 7.5% of the Employee's salary and will deduct from the Employee's salary 2.5%.

8. **Annual Leave**

8.1 The Employee shall be entitled to annual leave of 13 work days.

8.2 The Employee must use the leave during the periods of centralized vacation in the University (summer, chol hamoed Pesach and Succot) and other days in coordination with the supervisor during the course of the year.

9. **Sick Leave**

The Employee shall be entitled to sick leave as determined by law. When absent due to illness, one must report through the system for reporting declarations. The Employee shall be entitled to accumulate sick leave days up to the maximum determined by law. Sick leave cannot be redeemed.

10. **The Obligations of the Employee**

10.1 The Employee is obligated to fulfill her position honestly, devotedly and with full loyalty and professional expertise and the qualities that are needed and required by her job and to devote to her work in the University her time, energy, talent, knowledge and experience.

10.2 During her period of employment in the University, during which the Employee is employed in a full time position, the Employee is obligated not to work directly or indirectly in any work or other dealings or additional work whether for compensation or without compensation, unless she received approval from the University in advance and in writing.

10.3 The Employee undertakes to avoid using her dealings and connections in the University for business or for any other benefits, and not to receive in connection with her work in the University any compensation or benefits whether directly or indirectly from any third party, including suppliers of the University or its customers.

10.4 The Employee undertakes to notify the University immediately of any matter or topic that has a personal aspect and/or that might create some conflict of interest of any kind with her work in the University.

10.5 The Employee declares that she is entitled according to the law to contact and carry out her commitments according to this Agreement and that her connections as stated do not breach any law or agreement that obligates her.

11. **Confidentiality**

11.1 For the purpose of this article, the term “information” means – any academic technical or commercial information that is related to the University, whether written or oral and whether in any other form, excluding information that is common knowledge, unless it became common knowledge as a result of a deed or infraction of the Employee or on his behalf.

11.2 The Employee hereby undertakes to preserve, without a time limit, all information in strict confidentiality, and not to publish, and not to provide information to anyone at all in any manner, whether directly or indirectly, unless

in accordance with clear instructions which were received in advance from the University.

11.3 The Employee hereby declares and confirms that he is aware that all information that is brought and/or will be brought to his knowledge while working in the University, constitutes technical, professional and commercial secrets and revealing them may cause harm and losses.

11.4 Any invention by the Employee, including “a service invention” as defined in the Law of Patents – 1967, and any knowledge, idea, process, procedure, method, technology, sample, commercial mark, name, copyrights and all of such, whether they may be registered or whether they may not be registered, that reaches the Employee or stems from her work or from the work of others in the University during the period of her employment in the University and/or in connection with it, shall be the property of the University and the Employee undertakes to sign on all forms and documents needed to register them in the University’s name in the event that they may be registered.

12, **Termination of Employment**

12.1 The University and the Employee are entitled, each of them, to bring the Employee’s employment to an end by providing advance notice in writing in accordance with the law.

12.2 The Employee shall continue to work during the period of advance notice, however the institution is entitled, with a written notice to the Employee, to waive her actual work or to exchange the advance notice for payment in place of the advance notice. In order to remove doubt, the institution shall not have any restriction of any kind to fill the Employee’s position with another person, in a temporary or permanent manner.

12.3 Despite that stated in section 12.1 above, the University is entitled to fire the Employee immediately and without giving advance notice in any case in which it is possible to deny the Employee severance pay, fully or partially, according to the law that is customary in Israel.

12.4 The Employee undertakes that in any event that she stops working in the University, for any reason at all, she will pass on her job and the documents, in an orderly manner and according to the procedures that are determined, and also the work that she is handling, to the person that the University determines, in a manner that will enable that person to continue to carry out the job of the Employee in an orderly manner and without causing any harm to the University.

12.5 The Employee undertakes to empty the electronic mailbox that was provided for her use in the framework of her employment within seven days from the date of termination of her employment, to remove all personal mail if there is

such, and also not to erase or transfer or copy professional materials or any mail or file that was made or received in the course of her work.

13. **Miscellaneous**

13.1 The conditions of the contracting of the Employee in this Agreement are personal and confidential.

13.2 This Agreement includes what has been agreed upon between the parties, and shall not have any validity for any negotiation, declaration, presentation, undertaking or agreement that will be done, whether in writing or orally, whether clearly or being deduced, between the parties prior to the signing of this Agreement.

13.3 The behavior by either of the parties shall not be considered as a waiver of the any of the rights according to this agreement or according to law and/or as a wavier or agreement on their part for any violation or lack of fulfillment of any condition, unless the waiver, agreement, postponement, change, cancellation or supplement is made clearly and in writing.

13.4 Any change of a condition of this Agreement shall be made in writing and signed by the authorized signatory in the Human Resources Division of the University.

Dr Israel Israeli
The Employee

The Hebrew University of Jerusalem