

## AGREEMENT TO EMPLOY ADMINISTRATIVE EMPLOYEE

Prepared and signed on the \_\_\_\_\_ of \_\_\_\_\_

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

And Between: Mr.  
(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**

The period of this Agreement is from 1 September 2022 until 31 August 2024, and it may be extended by written notice of the Human Resources Division of the University.

### **3. Description of the Position**

The University will employ the Employee in the position of “Head of Asian Section” (hereinafter: “the position”).

3.1 The Employee shall work in the University in the scope of a full position .

#### 4. **Work Arrangements**

- 4.1. The work week consists of 40 weekly hours, Monday to Thursday, 8 hours per day.
- 4.2. The work arrangements of the Employee shall be in accordance with the requirements of the job, in accordance with the job description and the decision of the superiors.
- 4.3. In the event that the Employee must absent himself from work for a reason known to him in advance, he must obtain advance permission for his absence from his superior or from the person authorized by the superior.
- 4.4. In the event of absence of the Employee for a reason that is not within his control, including for a medical reason, he will notify the superior of this and of the date of his return to work, at the earliest opportunity.
- 4.5. If the reason for the absence is medical, the Employee, upon his return to work, will present a medical certificate.
- 4.6. The rules applicable to reporting attendance at the University that apply to administrative staff will also apply to the Employee.

#### 5. **Salary**

- 5.1 The Employee's gross salary will be 16,000 NIS per month (hereinafter: "the salary").
- 5.2 The salary will be paid monthly, no later than the ninth day after the end of the month. The salary will be paid into the Employee's bank account.
- 5.3 It is hereby agreed that the Employee's salary includes payment for 20 monthly hours of overtime.
- 5.4 **Convalescence Pay**  
The worker shall be entitled to convalescence pay in the amount and for the number of days that are paid to all University employees.
- 5.5 **Optional days/ Declaration days**  
The Employee is entitled to 3 optional days of vacation and 6 days of sick leave on the basis of a personal declaration in accordance with the prevailing rules at the University.
- 5.6 **Life and Health Insurance**

The Employee is entitled to join the collective insurances according to the conditions that apply to all University staff.

#### 6. **Managerial Insurance and Pension Insurance**

The University will add the Employee to, or will continue to insure him in, as relevant, the insurance fund (including providential fund) and insurance against loss of work capacity (hereinafter – "insurance fund") and/or in a comprehensive pension fund as chosen by the Employee choice, and shall transfer payments on a monthly basis as follows:

### **For the Pension Fund:**

- Allocation by the University at the rate of 8.33% instead of severance pay.
  - Payment by the University at the rate of up to 2.5% for insurance against loss of work capacity or payment at a rate of lower than 2.5% for insurance against loss of work capacity, that guarantees compensation at the rate of at least 75% of the above portion of the overall salary.
  - Allocation by the University at the rate of 6.5% for pension fund minus the payment mentioned in sub-section (b) above, provided that the reduced rate is not less than 5%.

In addition, the University will deduct from part of the said overall salary a sum of 6.5%, and transfer this to the insurance fund for pension. If the law or the arrangement that applies to the insurance fund determines a rate of deduction from an employee that exceeds the rate as stated, or if the law allows for 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.

### **For the comprehensive pension fund**

- An allocation by the University at the rate of 6% instead of 72% of the severance pay.
- An allocation by the University at the rate of 7.5% for pension.

In addition, 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.

In order to remove doubt, in the event that the Employee is insured in an old pension fund, to which the Uniform Regulations apply, the University will not reduce its allocations and the deduction from the Employee as required by the regulations of the Uniform Regulations and the statutory arrangement that applies to the said fund.

**“Overall salary” for the purpose of the above matter, shall be calculated as the salary and convalescence payment excluding travel and reimbursement of expenses.**

The University’s payments as stated above regarding the period of employment of the Employee according to this Agreement, will be instead of severance pay, in accordance with article 14 of the Severance Pay Law – 1963 (hereinafter: “Severance Pay Law”). For this purpose, the parties adopt all of the conditions in the general approval issued by the Minister of Employment under article 14 of the Severance Pay Law, published in the Official Gazette 4659 on June 30, 1998 and the two amendments thereto published in the Official Gazette 4803 on September 19, 1999 and in the Official Gazette 4970 on March 12, 2001 and insofar as this approval shall be in force and/or amended and/or replaced from time to time (hereinafter: “the general approval”).



9. **The Obligations of the Employee**

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.

10. **Confidentiality**

- 10.1 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.
- 10.2 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.
- 10.3 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.

10.4 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.

11, **Termination of Employment**

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

12. **Miscellaneous**

- 12.1 The conditions of the contracting of the Employee in this Agreement are personal and confidential.
- 12.2 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.
- 12.3 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.
- 12.4 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.

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The Employee

\_\_\_\_\_ The Hebrew University of Jerusalem \_\_\_\_\_