


QFO-HR-PA-105	رمز النموذج:	اسم النموذج: Employment Contract for Academic staff	 جامعة فيلادلفيا Philadelphia University
1	رقم الإصدار: (Rev)	الجهة المصدرة: دائرة شؤون أعضاء الهيئة التدريسية	
2018-1-18	تاريخ الإصدار:	الجهة المدققة: عمادة التطوير والجودة	
5	عدد صفحات النموذج:		

This contract is made and entered into this..... Day of..... 20.....by and between:

The First Party: Philadelphia University: A Private Jordanian University represented by the President of the University or his deputy duly authorized by the University Council to sign this contract, hereinafter referred to as " the First Party" or" the University".

The Second Party: of the Nationality, presently residing in Amman, and having Philadelphia University as the place of his/her residence, for purposes of executing this contract and notification, hereinafter referred to as "the Second Party" .

Whereas the First Party is a Private University according to the provisions of Private Universities Act, both parties undertake to entirely comply with and execute the provisions stipulated in the above mentioned Private Universities Act and any amendments effected on it or any other act that might replace it in the future, and with all provisions stipulated in all regulations, instructions and decisions issued in accordance with said Act and any amendments that might be effected on them or might replace them in the future.

Now, therefore, the two parties mentioned above agree to comply with and be fully bound to implement all terms and conditions set forth hereunder.

Article (01)

The preamble of this contract is considered an integral part of it.

Article (02)

- A. The Second Party is appointed by the First Party as at the Faculty of for the period of (.....) from toThe Second Party is entitled to have his/her salary as of the date he/she commences his/her work, and the Second Party accepts this appointment as per the terms and conditions stated in this contract.
- B. This contract is considered terminated by the end of the period specified in paragraph (A) of this Article unless the First Party notifies the Second Party of his desire to renew it in writing, in the event that the Second Party does not intend to continue or renew it, he/she should notify the First Party that he has no desire to continue or renew it within a period that should not exceed two weeks as of the date he/she was asked about his/her desire to renew it or not.
- C. The First Party- in the event that the Second Party breaches anyone of the contract terms, or in case of being unqualified for the work he/she is appointed for- has the right to terminate the contract before its expiry provided that the Second Party be notified in writing at least one month before expiry, and in this case the First Party

should pay the Second Party one month salary after the expiration of the notification period.

Article (03)

- A. The Second Party undertakes to fully comply with and carry out all provisions stipulated in the Jordanian laws and regulations and official instructions and decisions issued by the competent governmental authorities in Jordan that are in effect at the University and any amendments that might be effected on them or that may replace them in the future.
- B. The Second Party undertakes to fully comply with and carry out all regulations, by-laws, decisions and instructions, written or verbal, that are issued by the First Party (the University) through its various councils and departments, as well as any amendments that might be effected on them or that might be issued by them in the future (including what has been issued or will be issued by the Board of Trustees, the University Council, the College Council, the Department Council, the council of the academic or administrative department concerned or any official body at the University authorized by the University regulations and by-laws to issue any of the aforementioned).
- C. The Second Party's duties and responsibilities include the following:
 - 1. Teaching the academic load specified in the teaching staff system at the beginning of each academic semester.
 - 2. Taking the responsibility for academic guidance of students during the registration process, and during the academic semester to follow up their academic programs with complete coordination with the department chairperson, the college deanship and the Deanship of Admissions and Registration.
 - 3. Conducting practical training, research works and studies.
 - 4. Supervising students research papers, their reports, and their academic and social activities and guiding them academically and behaviorally.
 - 5. Conducting examinations and submitting the result in their specified time.
 - 6. Participating in University councils and committees.
 - 7. Taking on whatever promotes the University and helps its progress and exerting his/her utmost effort to promote its academic mission and maintain a high and suitable standard in the fields of research work, teaching, guidance and administration.
 - 8. Dedicating his/her full time to their academic duty at the University.
 - 9. Adhering to the approved textbook in teaching as well as the specified references, not selling xeroxed pamphlets and documents.

- D. The Second Party agrees to implement all tasks and duties specified in the terms of this contract, in any location in the Kingdom, assigned to him/her by the University for purposes of this contract. The University shall compensate him/her in this condition for expenses and stipends in accordance with regulations and bases specified by the University for this purpose.
- E. The Second Party undertakes to work full time to carry out and implement all tasks and duties assigned to him/her. He/She may not do any work outside the scope of his/her job as specified by the terms of this contract, unless he/she gets a prior written permission from the President of the University.
- F. The Second Party undertakes to safeguard any confidential matters of the University that he/she might have access to by virtue of his/her job.
- G. The Second Party undertakes to submit a certificate of physical fitness and being free of contagious diseases as per the University regulations.

Article (04)

- A. In return for the Second Party's implementation of and carrying out the tasks and duties specified in accordance with the terms of this contract, the First Party undertakes to pay him/her a basic monthly salary of () Jordanian Dinars, in addition to the following:

<u>Dinar</u>	<u>Fills</u>
.....	___ University allowance
.....	___ Transportation allowance
.....	___ Family allowance
.....	___ Accommodation allowance (non-Jordanian)
.....	___ Additional allowance

Whereby the gross monthly salary that the Second Party receives shall be () JD.

- B. The Second Party undertakes to pay all various taxes and fees due to his/her income from the University in accordance with the terms of this contract in addition to any subscriptions, deductions and other fees stipulated by laws and regulations (such as Social Security Act). The First Party deducts such taxes, fees, subscriptions and deductions from his/her gross monthly salary as per the Jordanian laws and regulations in effect and any future amendments thereof.

Article (05)

- A. The Second Party (the Academic Staff Member) is entitled to have a fully paid annual vacation of **ELEVEN** weeks and **EIGHT** weeks for the academic staff member who is assigned to carry out administrative works, any vacation that the academic staff member is granted is duly counted within this period.

- B. The First Party schedules the dates for annual vacations at the University and the academic staff member shall be considered as if he were enjoying his/her vacation that is stated in the preceding paragraph in case that he/she desires or does not desire to teach during the summer session.
- C. Should the First Party assign the Second Party to teach or carry out any works deemed necessary during his/her vacation, the Second Party shall receive compensation as per the valid rules, regulations and procedures of the University.

Article (06)

Should the Second Party refrain from carrying out and implementing the duties and responsibilities assigned to him/her in accordance with the terms of this contract whether expressly and directly spelled out in the text of the contract or later incorporated into the text as per the terms of Paragraphs (A) and (B) of Article (03) above, the University shall take the appropriate actions in accordance with the regulations, by-laws and instructions that are issued by the University in this regard and in accordance with the Jordanian Labor Law.

Article (07)

- A. Should the University terminate this contract because the Second Party has been dismissed from his/her job as a result of punitive action by virtue of the regulations, by-laws and instructions that are issued by the University in this regard, and other punitive actions stipulated in the Labor Law, the Second Party is ineligible for the salary for the remaining period of the contract.
- B. Should the Second Party fail to take up his/her job on the specified date, or he/she leave his/her job before the termination date of the contract, or he/she submit his/her resignation but it has not been accepted, and he/she remain absent from work, he/she is considered discharged, he/she undertakes to pay as compensation to the University a sum equal to the gross salary of four months if classes are in session, or the gross salary of two months if classes are not in session, as a punitive condition that should be paid without notification or warning, and as a result of that his/her fixed-term contract is considered null and void.
- C. This contract is considered null and void, and the Second Party is ineligible for any compensation, if the security authorities or any official authority do not approve of the Second Party's employment at Philadelphia University.
- D. This contract is considered null and void, and the Second Party is ineligible for any compensation, if preventing reasons of no concern to the desire of the First Party holding the Second Party of carrying out the task he/she has been appointed for or his/her commitments stated in Article (03) of this contract or becoming unable to carry out his/her commitments.
- E. This contract is considered legally null and void in case of halting the specialization for which the academic staff member has been appointed or it has been frozen by the Higher Education Accreditation Commission, the Council of Higher Education or the Council of Deans at the University, in this case, the Second Party shall be eligible for the gross salary of two months.

Article (08)

A. The Second Party declares that his/her address is:

Governorate: _____ City: _____
Quarter: _____ Street: _____
Building No. : _____ Apartment No. : _____
Fixed Telephone No. : _____ Mobile: _____
P.O. Box: _____ E-Mail: _____

and this address shall remain his/her official address unless he/she notifies the University in writing of any changes therein by a letter sent by registered mail advising of the new address.

B. The Second Party agrees that the University shall send all legal notices and any correspondence and other notices to the address specified in Paragraph (A) above. If the University sends any legal notices, correspondence or other notices to the above address, the Second Party is considered to have actually and duly received such correspondence as soon as they are mailed.

Article (09):

This contract, which is made of nine articles, is drawn up in duplicate; each Party maintains a copy thereof.

In witness whereof, the First Party and the Second Party agree to all terms and conditions contained in the articles above, the parties hereto have executed this contract at Philadelphia University on the date specified in the preamble above.

For the Second Party

For the First Party

Name: _____

Signature: _____

Philadelphia University

Date: _____