

Initial draft	Latest draft
<p>You are hereby appointed to the position of _____ in the Department of _____, Faculty of _____ in the American University of Beirut, an institution incorporated under the laws of the State of New York (herein-after referred to as the "University"), having a New York Office at 3 Dag Hammarskjold Plaza, New York, U.S.A., and a University at Beirut, Lebanon, to perform such duties as may be assigned to you in accordance with the regular program and practice of the University. You are required to be in Beirut, Lebanon, available to perform such services as may be assigned to you on -----.</p>	<p>You are hereby appointed in (Department/Faculty), subject to the provisions of this letter agreement (the "Letter"), to the position of [●] [Insert the position] at the American University of Beirut, an institution incorporated under the laws of the State of New York, having a New York Office at 3 Dag Hammarskjold Plaza, New York, U.S.A., and a University at Beirut, Lebanon, that is registered in, licensed under, and subject to the laws, rules and regulations of the Republic of Lebanon (hereinafter the "University" or "AUB"), to perform all such duties and have such responsibilities as may be assigned to you in accordance with the University's regular practices, policies and procedures. You are required to be available in Beirut, Lebanon, which is the location of your employment, to perform these duties and responsibilities starting on [●] [Insert the date]. The University welcomes your appointment as a contributor to its mission and standards of excellence.</p>
<p>Date of Appointment: ..... To .....</p>	<p><b>I. TERM</b> The term of your appointment in Lebanon (the "Term") is from [●] [Insert DATE] to [●] [Insert DATE], unless it ends earlier pursuant to paragraph 8 or 9 of Section V below.</p> <p><b>II. PERFORMANCE OF SERVICES</b> 1. Your appointment is governed by applicable AUB policies and procedures, (the "Policies of AUB") including its policy on "Academic Freedom and Responsibilities," all of which have been made available to you. Changes to Policies of AUB will be made in accordance with applicable established procedures of the University's charter and bylaws. 2. Unless otherwise specified herein, your appointment is to a full-time position and, accordingly, you agree to devote your business time exclusively to the performance of your duties and fulfillment of your responsibilities under this appointment.</p>
<p><b>I. COMPENSATION</b> You shall receive from the University in full remuneration for your services the compensation indicated below for the period of this appointment. Starting with the date of this appointment, individual payments of annual basic salary will be equal or approximately equal and will not be made more often than twelve times. The University reserves the right to make any and/or all payroll deductions as may be required by the Laws of Lebanon and/or the United States of America.</p> <p>Annual Compensation: 1. Basic Salary L.L.[●] 2. Other Remuneration (if any) as follows: (a) NONE ..... (b) NONE ..... Total Annual Compensation L.L. [ ● ]</p>	<p><b>III. COMPENSATION</b> AUB will pay you the annual compensation indicated below as full remuneration for the services you provide during the Term. Your annual Basic Salary will be paid on a monthly basis in twelve (12) approximately equal installments, and will be subject to payroll deductions in accordance with any and all applicable laws.</p> <p>Annual Compensation: 1. Basic Salary L.L.[●] 2. Other Remuneration (if any) as follows: (a) NONE ..... (b) NONE ..... Total Annual Compensation L.L. [ ● ]</p>
<p><b>II. BENEFITS AND ALLOWANCES</b> In addition to the compensation set forth above, you will be provided where indicated with the following benefits and allowances according to the Policies on Benefits and Allowances for Academic Personnel:</p> <p>1. Education Allowances N O N E 2. Furniture Loan N O N E 3. Outfitting Allowance N O N E 4. Travel and Baggage Allowances: N O N E</p> <p>NOTE: Home Leaves and Periodic Paid Research Leaves may be granted to certain eligible appointees in accordance with University Regulations as specified in the above-mentioned Policies on Benefits and Allowances.</p>	<p><b>IV. BENEFITS AND ALLOWANCES</b> 1. In addition to the compensation described above, you will be provided where indicated, during the Term, with the following benefits and/or allowances in accordance with AUB's "Policies on Benefits and Allowances for Academic Personnel" (the "Policy on Benefits and Allowances"), as in effect on the date of appointment:</p> <p>a) Outfitting Allowance [add eligibility] b) Furniture Loan [add eligibility] c) Termination Travel and Baggage Allowances [add eligibility] d) Educational Allowance/Scholarship [add eligibility] e) Housing [add eligibility]</p> <p>NOTE: Home Leaves and Periodic Paid Research Leaves may be granted to certain eligible appointees in accordance with University regulations as specified in the above-mentioned Policies on Benefits and Allowances as at the date of appointment.</p>
<p>Benefits and allowances shall not be considered as a part of the compensation. The University reserves the right to modify or revoke these benefits and allowances from time to time, but any such modification or revocation if not accepted by you, shall not deprive you of the benefits and allowances given to you under the terms of your appointment. Likewise any additional benefits, allowances and payments, funded or unfunded granted by the University, at its sole discretion, because exceptional financial and economic circumstances in Lebanon, shall not be considered as part of the compensation and may be discontinued at any time by the University.</p>	<p>2. It is the intention of the University to offer benefits and allowances at levels designed to support the University's faculty members and their families and to attract and retain high quality faculty in a competitive market. The University therefore reviews its benefit and allowance programs on a regular basis. The University may modify or discontinue any benefits, benefit plans and programs, and allowances. However, any modification or discontinuation of any of the above-mentioned benefits or allowances in IV.1(a)-(e) that results in a loss of or diminution in those benefits or allowances as offered to you under this Letter, during the Term of your appointment, become in effect when accepted by you.</p> <p>Subject to the terms and conditions herein set forth, you will be entitled to the benefits and allowances in IV.1(a)-(e) only for the Term of your appointment.</p> <p>3. Benefits and/or allowances granted to you by the University shall not be considered a part of your compensation. Benefits and/or allowances granted to you by the University shall be subject to all relevant laws and regulations, including any and all applicable tax laws.</p>

<p>III. OTHER PROVISIONS</p> <p>1.If you are a citizen of a country other than Lebanon, this appointment and its continuation is subject to the granting and extension of the appropriate visa and work and residence permits to you by the Lebanese Government.</p> <p>2.This appointment is made subject to your ability to produce a certificate of good health based on a comprehensive physical examination by a physician, which certificate shall be subject to review and acceptance by the University Physician prior to departure for Beirut, Lebanon. If you are in Lebanon, the physical examination must be completed at the University Health Services and approved by the University Physician.</p>	<p>V. OTHER PROVISIONS</p> <p>1. If you are a citizen of a country other than Lebanon, your appointment and its continuation are subject to the Lebanese Government granting and extending to you the appropriate visa and work and residence permits.</p> <p>2. Initial faculty appointments are subject to receipt by AUB of a certificate of good health based on a comprehensive physical examination by a physician, which certificate shall be subject to review and acceptance by the University Physician prior to departure for Beirut, Lebanon. If you are in Lebanon, the physical examination must be completed at the University Health Services and approved by the University Physician.</p>
<p>3.It is expressly agreed and understood that the Laws of Lebanon shall constitute the law controlling the interpretation of this contract and shall govern and be followed in the construction of its provisions and shall also fix the rights and obligations between you and the University. Furthermore, all the rights and obligations arising out of this contract shall be subject exclusively to the jurisdiction of the courts of Lebanon.</p>	<p>3. It is expressly agreed and understood that the Laws of Lebanon, without reference to its conflict of laws rules, shall constitute the law controlling the interpretation of this contract and shall govern and be followed in the construction of its provisions and shall also fix the rights and obligations between you and the University. Furthermore, all the rights and obligations arising out of this contract shall be subject to the exclusive jurisdiction of the courts of Lebanon.</p>
<p>4.The University maintains a "Retirement Program for U.S. citizen Employees" and a "Retirement Program for non-U.S. citizen Employees". If you are on full-time appointment for a period of one year or more, you are entitled to join the Retirement Program applicable to you provided you also meet the other requirements of eligibility under the provisions of the said Program. If you are on full-time appointment for a period of less than one year, or on part-time appointment, or if you are eligible to join the Program and you elect not to participate therein, you shall not receive any benefits as described in the Program and shall not accrue or receive any pension benefit, gratuity or other termination benefit in respect of your service with the University. If you become a U.S. alien resident or US citizen, you are required to immediately so inform the Human Resources Department in writing.</p> <p>5. If you are eligible, you and your family may join the University Health Plan in accordance with the Regulations of the Plan.</p>	<p>4. The University maintains a "Retirement Program for U.S. citizen Employees" and a "Retirement Program for non-U.S. citizen Employees". If you are on full-time appointment for a period of one year or more, you are entitled to join the Retirement Program applicable to you provided you also meet the other requirements of eligibility under the provisions of the said Program. If you are on full-time appointment for a period of less than one year, or on part-time appointment, or if you are eligible to join the Program and you elect not to participate therein, you shall not receive any benefits as described in the Program and shall not accrue or receive any pension benefit, gratuity or other termination benefit in respect of your service with the University. If you become a U.S. alien resident or US citizen, you are required to immediately so inform the Human Resources Department in writing.</p> <p>5. If you are eligible, you and your family may join the University Health Insurance Plan in accordance with the regulations of the Plan.</p>
<p>6. If your appointment is for a specified period of less than one year you will not be entitled to any vacation. If your appointment is for a specified period of one year you will be entitled to a vacation of XXXX month(s) for the twelve months of service. If your appointment is for a specified period of more than one year you will be entitled to a vacation of XXXXX month(s) for each twelve months of service. The vacation will be taken at a time set by the University.</p> <p>7. Contracts concluded for a specified period will automatically terminate at the end of the period. This provision constitutes sufficient notice to this effect.</p>	<p>6. If your appointment is for a term of less than one (1) year you will not be entitled to any annual leave. If your appointment is for one year, you will be entitled to annual leave of [●] XXXX month(s) for that contract year. If your appointment is for a term more than one (1) year you will be entitled to annual leave of [●] XXXX month(s) for each contract year. The annual leave will be taken at a time set by the University.</p> <p>7. The University and you acknowledge that the appointment under this Letter will automatically terminate at the end of the Term. The University and you further agree that this provision constitutes sufficient notice as to the date your appointment will end and that no further notice will be required.</p>
<p>8. The University reserves the right to terminate this contract under the following conditions:</p> <p><b>a)</b> If the operation of the University or the performance of the University's obligations under this Appointment becomes impossible because of force majeure or other cause beyond the University's control, including financial exigency, the University may terminate this appointment without further liability.</p> <p><b>b)</b> If the University terminates an appointment concluded for a specified period for reasons which it declines to disclose, the University will pay the basic salary to the end of the period. For appointees who are not appointed for a specified period, the University, at its option, will give the appointee three months' notice or three months' salary in lieu of notice if he/she has less than three years of service and six months' notice or six months' salary in lieu of notice if he/she has three or more years of service.</p> <p><b>c)</b> If the University terminates this contract for cause and discloses the reason therefor, the University may require the appointee to vacate his/her position immediately and no compensation or termination benefits provided for by this contract will be paid.</p>	<p>8. This Letter shall continue for the Term stated herein, except as follows:</p> <p>(i) If the University terminates this Letter for valid cause and discloses to you the reason for the termination, it will not be obligated to pay you any further Basic Salary, benefits, allowances or other compensation or any termination benefits after the date it notifies you of the reason and without any further liability on the University.</p> <p>(ii) The University may also terminate this Letter without any obligation to pay your Basic Salary, benefits, allowances or other compensation or termination benefits if the operation of the University or the performance of the University's obligations under the Letter becomes impossible because of force majeure or financial exigency, without any further liability on the University.</p>
<p>9.You may resign, effective the end of any academic year, from your employment under this contract, if you have given six months' notice of your intention to do so. Travel and other benefits, if any, will be prorated according to the relevant Rules and Regulations of the University.</p>	<p>9. You may terminate this Letter (and thereby terminate your appointment) effective the end of any academic year by giving four (4) months' written notice to the University of your intention to do so.</p> <p>10. Additional terms and conditions, if any, relating to your appointment are set forth in Appendix A hereto and incorporated herein.</p>
<p>10.You agree that all terms of this appointment are set forth in (i) this Letter, which supersedes all prior agreements written or oral and correspondence as to the terms of the appointment, and in (ii) the above mentioned Policies on Benefits and Allowances. Your appointment is also subject to the University's general policies, rules and regulations, as may be amended by it from time to time, and which are accessible to you on the website of the University. In the event of any inconsistency between this Letter and the above mentioned Policies on Benefits and Allowances and any general University policy, rule or regulation, the provisions of this Letter shall govern. The terms of this Letter may be changed only by a written mutual agreement.</p>	<p>11. You agree that all terms of this appointment are as set forth in this Letter, which supersedes any prior correspondence or agreement between you and AUB, whether written or oral, concerning the terms of your appointment. In the event of any inconsistency between this Letter and the Policies on Benefits and Allowances or any provisions of other Policies of AUB, this Letter shall govern. The terms of this Letter may be changed only by a written mutual agreement signed by both you and AUB. IN WITNESS WHEREOF, the parties have caused this Letter to be duly executed and delivered in Beirut, Lebanon as of the day and year first written above.</p>