



Agenzia Italiana per la Cooperazione allo Sviluppo

FIXED TERM CONTRACT

BETWEEN

The Italian Agency for Development Cooperation - Beirut office, accredited in Lebanon as Development Cooperation Section of the Embassy of Italy, tax code number 97871890584 (hereinafter referred to as **"the Employer"**), represented by the Director of AICS Beirut, Donatella Procesi

AND

Michel Samaha, a [REDACTED] citizen, born in [REDACTED] ([REDACTED]) on [REDACTED] of [REDACTED] and resident in [REDACTED], [REDACTED] (hereinafter referred to as **"the Employee"**),

(Hereinafter jointly referred to as **"the Parties"**)

WHEREAS

- pursuant to art. 17 of the Italian law n. 125 of the 11th of August 2014, the Italian Agency for Development Cooperation (hereinafter referred to as **"AICS"**) has been established and can set up its own offices abroad, pursuant to art. 9 of law 125/2014;
- one of the foreign offices of AICS operates in Beirut - Lebanon, accredited as "Development Cooperation Section of the Embassy of Italy to Lebanon";

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[Signature]

- Pursuant to art. 11, paragraph 1, lett. c) of the Italian Ministerial Decree n. 113 dated 22nd of July 2015 “*Regulation on the Statute of the Italian Agency for Development Cooperation*”, AICS implements and monitors development cooperation initiatives also hiring staff not belonging to the public administration, under fixed-term contracts regulated by the local law in compliance with the fundamental principles of the Italian law;
- the Italian Ministry of Foreign Affairs and International Cooperation – Directorate General for Development Cooperation (hereinafter referred to as “**MAECI/DGCS**”) and the European Commission/DG NEAR, on the 17th of November 2017, signed the Delegation Agreement n.TF-MADAD/2017/T04.40 concerning the implementation of the action: “*Resilience and Social Cohesion Programme (RSCP) – Strengthening the resilience of host communities and Syrian refugees in Lebanon, Jordan and Iraq (Kurdistan)*” (hereinafter referred to as “**the Action**”);
- the responsibility for the implementation of the above mentioned Action was handed over by MAECI-DGCS to AICS on the 21st of December 2018, pursuant to art. 6 of Italian Law 125/2014 and following the positive conclusion of AICS pillars assessment;
- by Decree of the AICS Director n. 17 dated 23rd of January 2019, the responsibility for the implementation of the activities related to the Action in Lebanon was transferred to AICS Beirut , for a total amount of Euros 4,992,034.00;
- the budget of the Action for Lebanon includes the recruitment of a local Liaison Officer/Engineer;
- a Vacancy announcement (03/AICSBEIRUT/2019) was published on the 21st of January 2019 for the recruitment of the above mentioned position. The Employee was selected as the most suitable candidate according to the requirements specified in the announcement;
- the Employee owns all the requirements and all the permits requested to perform the work activities in Lebanon;
- the Employee has expressed his willingness to accept the job offer;
- the parties hereby intend to define all terms and conditions of their contractual relationship;

IP



WHEREBY IT IS AGREED AS FOLLOWS:

ART.I

(CONTRACTUAL DUTIES AND PLACE OF WORK)

1. The Employee will be employed as Liaison Officer/Engineer and shall be based in the premises of AICS office in Beirut. The Employee's duties and responsibilities are the following:
 - Participating in project technical committees or team meetings in order to ensure timely implementation with a focus on procurement/infrastructure related activities;
 - Assisting in the preparation and publication of calls for tender and calls for proposals.
 - Participating in the evaluation of the project proposals submitted by the municipalities/local authorities, with a focus on the infrastructural works proposed by the applicants;
 - Assisting in the development and drafting of bidding documents, bills of quantities and scope of work of the planned construction works, services, and supply procurements, in accordance with the Italian Cooperation and the EU's procedures and requirements;
 - Taking part to the tender evaluation committee works, including drafting the tender selection/evaluation forms, announcing tender results, and preparing the procurement provisions that will be included in the contracts, in close collaboration with the Finance and Administrative Manager and the Municipalities' technical experts;
 - Organizing and maintaining a data base of suppliers and bid information, including their contacts, areas of expertise, relevance to project components;
 - Ensuring the regular supervision of the infrastructural work progress in the field in order to ascertain the compliance with the procurement provisions, reporting on any observed discrepancies during the site visits and the

meetings. He could be required to sign the certificates of provisional/final acceptance for works, service and supplies contracts;

- Taking part in the selection of the beneficiaries of the Rapid Employment Schemes and reviewing periodically the lists of participants in compliance with the criteria established by the project;
- Supporting the Programme Management Unit (PMU) in the communication with the local authorities and communities, interpreting and translating from Arabic to English and viceversa when needed;
- Representing the office, when needed, in key meetings with government officials and partner organisations, international donors and funding agencies, regional bodies and commissions, international professional bodies and societies in relation with procurement/infrastructure related initiatives;
- Coordinating with the Finance and Administrative Manager for the preparation of the Project Management Reports, as a part of the EU financial reporting requirements;
- Preparing monthly progress reports of activities;
- Undertaking other duties as required by the Team Leader and the Director of AICS Beirut.

ART. II

(STARTING DATE AND PERIOD OF EMPLOYMENT)

1. This contract is made for a fixed term period of 12 months starting on the 3rd June 2019 and can be renewed by written agreement signed by both Parties for an overall period not exceeding 24 months as per Lebanese labor law.
2. This contract shall not give rise to any claim for a public employment relationship nor for a permanent employment contract between the Employee and AICS.
3. The Employee is subject to a probation period of three months, which is a condition for the continuation of the contract.

The non-notification of a termination notice by the Director of AICS Beirut during the probation period shall be deemed as a tacit manifestation of the intention to continue the contract.

4. During the probation period, both Parties may terminate the employment contract by giving at least one week written notice; the notice period may be replaced by the payment of the days of work done.

ART. III (REMUNERATION)

1. The Employee shall be paid an overall inclusive remuneration of € 30.000,00.
2. Income tax is applied to this remuneration in compliance with the local law. According to art. 68 of the Lebanese Law Decree n. 144/59 regulating the income tax in Lebanon, the local employees of foreign Embassies based in Lebanon are required to present tax returns and make due payments to the tax authorities. Therefore, pursuant to such Decree the Employer is discharged from all responsibilities on this regard.
3. The remuneration, inclusive of any benefit and allowance required by the local law, will be paid on monthly postponed payments.
4. The Employee is entitled, in the case of children of school age (from the age of 4 to the age of 25), to a net scholastic allowance of LL 750,000 per child up to a maximum of LL 1,500,000; this allowance is not included in the overall remuneration.

ART. IV SOCIAL SECURITY INSURANCE AND ASSISTANCE

1. The Lebanese Social Security system, to which employees and employers are subject, is governed by the Lebanese Decree No. 13955 of the 27th of September 1963 and subsequent amendments.

Pursuant to the information note n. 542 of the 23rd of April 2016, employees of foreign embassies based in Lebanon are no longer subject to the social security law

unless a specific decree is promulgated. Should the adoption of measures not included in the present contract become mandatory by law, the contract shall be modified in compliance with the terms and conditions provided for by the local law.

2. The Employer acknowledges that the Employee is a member of the Lebanese Order of Engineers and Architects since the [REDACTED] of [REDACTED], under registration no. [REDACTED]. Upon submission of documentary evidence, the Employer shall reimburse the Employee for the yearly registration fee for the pro-rata period covered by this contract.

ART. V (HEALTH CARE)

1. The Lebanese Social Security system, to which employees and employers are subject, is governed by the Lebanese Decree No. 13955 of the 27th of September 1963 and subsequent amendments.

Pursuant to the information note n. 542 of the 23rd of April 2016, employees of foreign embassies based in Lebanon are no longer subject to the social security law unless a specific decree is promulgated. Should the adoption of measures not included in the present contract become mandatory by law, the contract shall be modified in compliance with the terms and conditions provided for by the local law.

2. The Employer acknowledges that the Employee, being a member of the Lebanese Order of Engineers and Architects, benefits of a mandatory health insurance the cost of which is covered by the reimbursement of the registration fee provided by the Employer pursuant to the previous article.

ART. VI (INSURANCE AGAINST WORK-RELATED INJURIES AND ILLNESS)

1. Pursuant to art. 12 of the Lebanese Law Decree Law No. 136 of the 16th of September 1983, the Employer must provide the Employee with an insurance policy



against work-related injuries and illness and pay a compensation to the Employee in case of accidents at work, for an amount to be established according to his age and the injuries occurred. Therefore, the Employer will subscribe an insurance policy in the name of the Employee with the “Fidelity Assurance & Reinsurance Co. S.A.L.”. The annual insurance premium shall be determined based on the remuneration received by the Employee and shall be entirely covered by the Employer.

ART. VII
(BUSINESS TRIPS)

1. The Employer shall reimburse the Employee for any travel and accommodation expenses incurred by him during business trips previously authorized by the Director of AICS Beirut, upon submission of documentary evidence and within the ceilings established by AICS regulation for internal staff.

ART. VIII
(VACATION LEAVE)

1. The Employee is entitled to 28 days' paid vacation leaves per year.
2. The Employee is also entitled to the paid holidays mentioned in art. 1, par. 1, let. b) of the Law no. 937 of 1977, the number of which is determined based on the duration of the employment period. These holidays shall be taken within the calendar year of reference.
3. In addition, the Employee is entitled to the paid public holidays specified in the calendar of AICS Beirut.
4. In case the local law provides for paid holidays that are not included in the calendar of AICS Beirut, the Employee may take them using the leaves referred to in the first paragraph of this article.
5. In case the local law provides for a number of paid public holidays higher than those included in the calendar of AICS Beirut, the Employee may take them using the leaves referred to in the first paragraph of this article.

6. The Employee cannot waive his right to take vacation leaves and is not entitled to any reimbursement in case of untaken vacation leaves.

ART. IX
(SICK LEAVE)

1. Unless the local law provides for a more favorable treatment, the Employee is entitled to 60 days of sick leave per year, of which the first 45 fully paid, whilst for the following 15 days the salary will be reduced by 1/5. After that period, the Employer shall have the right to terminate the contract.
2. For serious personal or family reasons, unpaid leave may be granted to the Employee for a period not exceeding twenty days per year.

ART. X
(PAID LEAVE)

1. The Employee is entitled to the paid leave specified by the local law.
2. In case the local law does not provide for maternity and paternity leave, the Employee is entitled to the parental leave established by the Italian Law Decree n. 151 of the 26 March 2001 and subsequent amendments.

ART. XI
(WORKING TIME)

1. The Employee is required to work 36 hours per week, distributed on five working days.
2. Due to specific work needs, the Employer may ask the Employee to extend the working time beyond the standard schedule, on the condition that the overtime will be offset by either hours or days off.
3. The Employer does not pay for the overtime.

ART. XII
(DUTIES OF THE EMPLOYEE)

1. The Employee, in performing the tasks entrusted to him, is obliged to: render “loyal and faithful” service to the Employer; work with the utmost diligence; work with discipline; behave with particular discretion and confidentiality, respecting professional secrecy; comply with the principle of assiduous and diligent collaboration; keep in every occasion a behavior conforming to the prestige of the Office and such as to establish relationships of trust; adapt the behavior even in private to the most rigorous principles of discipline and fairness; comply with local laws and duties, including residence and work permits; not to pursue any other work activity.
2. The Employee must adhere to the rules of conduct included in AICS Ethics Code of Conduct, which must be signed for acknowledgement and acceptance.
3. In particular the Employee:
 - shall not use the information at his disposal for private purposes;
 - shall avoid situations and behaviors that could be an obstacle for the correct fulfillment of tasks or harm the interests or image of the Italian public administration;
 - shall not ask, nor solicit, for oneself or for others, gifts or other benefits;
 - In the implementation of his duties, the Employee refrain from taking decisions or carrying out activities if there is a personal conflict of interest, even potential, or a conflict of interest concerning his spouse, cohabitee, relatives of first or second degree. The Director of AICS Beirut will decide on this matter.

ART. XIII
(DISCIPLINARY PROCEDURES)

1. The Employee will be given a verbal warning for slight breaches of duties, such as:
 - a) failure to comply with AICS regulation and procedures;
 - b) unsatisfactory conduct;
 - c) unsatisfactory performance;

- d) behaviour not compliant with the workplace decorum in the office and at social functions.
- 2. The Employee will be suspended without pay up to a maximum of 10 days in case of:
 - a) multiple recidivism in the breaches of duties described in the previous paragraph;
 - b) unjustified absence without leave or arbitrary job abandonment up to 10 days;
 - c) pursuing other work activities in violation of the art.XII of this contract.
- 3. In case of gross misconduct, the contract can be terminated pursuant to art. XIV.
- 4. In case of the breaches of duties described in the paragraphs 2 and 3, the Employee will be informed in writing of the allegations made against him as well as of the disciplinary actions that will be imposed. The Employee will be given 10 days time to appeal against them.

ART. XIV

(TERMINATION OF THE CONTRACT)

- 1. The Employee may terminate this fixed-term contract on thirty (30) calendar days written notice. This notice period may be reduced with the consent of the Employer.
- 2. The Employer may terminate this fixed-term contract, by motivated decision notified to the Employee, in the following cases:
 - a) recidivism in the infringements referred to in the second paragraph of art. XIII of this contract;
 - b) unjustified absence without leave or arbitrary job abandonment for a period exceeding 10 consecutive working days;
 - c) persistent inadequate performance, or any serious fact that shows complete inability to fulfill correctly his duties;
 - d) conviction by a court for a criminal act committed outside of work and not related to the employment relationship, which does not allow the continuation of the contract due to its severity;

- e) staff reduction or closure of the AICS' foreign office;
 - f) ascertained permanent incapacity to perform the contractual duties;
 - g) in case of violation of AICS Ethic Code of Conduct referred to in art. XII of this contract.
3. In case of termination of the contract referred to in the previous paragraph, the Employee will be given a thirty days' minimum notice. In lieu of notice, the Employer may decide to pay to the Employee a compensation equal to the equivalent to the salary that he would have earned during the required notice period.
 4. In case the Employee resigns without giving the required notice, the Employer will deduct from his remuneration an amount equivalent to the salary that the Employee would have earned during the required notice period.
 5. Termination of the contract without notice will happen in the following situations: in-service commission of unlawful acts of criminal relevance; violent altercations against other employees or third parties; ascertainment that the employment was obtained by producing false documents or by other fraudulent means; commission of acts or malicious facts of such a gravity that do not allow the continuation, even temporary, of the employment contract; conviction for crimes; the Employee does not possess the subjective and objective requirements needed for the employment, including the expiry of the residence permit and / or work permit.

ART. XV

(AGE LIMIT)

1. Unless the local law requires a lower limit, the contract shall terminate on the first day of the month following the completion of the Employee's 64th year of age.

ART. XVI

(APPLICABLE LAW AND JURISDICTION)

1. Except as otherwise provided for in the terms and conditions described herein, this contract is governed by the local law.

2. The local forum is competent to resolve any disputes that may arise from the application of this contract, without prejudice to the provisions of general and conventional International law.

Beirut, 03/06/2019

The Employee

Michel Joseph Samaha

The Employer

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