

**EUROPEAN HUMANITIES UNIVERSITY  
INTERNAL RULES OF PROCEDURE**

**I. GENERAL PART**

1. The Internal Rules of Procedure of the European Humanities University (hereinafter referred to as the "Rules") is a regulatory act regulating the general working procedure at the European Humanities University (hereinafter referred to as the "University") and the University's staff working under employment contracts.
2. In its activities and relations with its employees, the University shall be guided by the laws of the Republic of Lithuania: The Constitution of the Republic of Lithuania, the Labour Code of the Republic of Lithuania (hereinafter referred to as the **Labour Code**), the Law of the Republic of Lithuania on Public Institutions, the Law of the Republic of Lithuania on Science and Studies, other laws, resolutions of the Government of the Republic of Lithuania, the Statute of the University and regulations of its structural divisions, job regulations, safety and health instructions.
3. The University recognises the Great Charter of Universities (*Magna Charta Universitatum*), the Common Studies Area of the European Union and other international provisions of the scientific and academic community.
4. In addition to the regulatory acts 2 specified in the Regulations, the rights and duties of employees are regulated by employment contracts, these Rules and other internal documents of the University.

**II. CONCLUSION AND TERMINATION OF AN EMPLOYMENT CONTRACT**

**Documents and information submitted before the conclusion of an employment contract**

5. The person recruited shall submit to the Financial and Personnel Unit:
  - a) a valid identity document (passport or identity card);
  - b) evidence of education, vocational training where the nature of the work involves a particular level of education or training;
  - c) persons who have acquired a doctoral qualification degree abroad must also present a certificate issued by the Research Council of Lithuania concerning the compliance of the acquired degree with the doctoral degree requirements set in Lithuania;
  - d) documents confirming the state of health (if the worker does not have the documents confirming his state of health, he is, on the instruction of the employer, sent for medical examination);
  - e) Paper or digital colour, measuring 40 × 60 mm or more (the resolution shall be at least 600 dpi and the format of jpeg, jpg or png) not older than 3 years;
  - f) The personal e-mail address at which information relating to the conclusion, performance or termination of an employment contract may be provided to him; Information relating to the employment relationship provided at his address will be deemed to have been duly served 72 hours after dispatch;
  - g) The bank account number to which the University will be able to transfer the employee's salary, other payments related to employment relations;
  - h) Other documents required by applicable laws or by the University's internal legislation.
6. The employee must immediately, but not later than within 3 (three) working days from the change in the data a) f) specified in this Regulation – inform direct head of the University and Finance and personnel Unit about changes in the personal data processed by the University.

### **Conclusion of an Employment Contract**

7. Employment contract with employees is concluded according to the form of employment contract used at the University in two copies, one of which is handed to the employee.
8. An employment contract may also specify the e-mail address provided by the employer to the employee at which the information relating to the performance of the employment contract (performance of employment functions) will be provided to the employee.
9. Recruited person is acquainted against signature with the Rules, documents regulating safety and health at work, other internal documents of the University. Employees' access to the documents referred to in this point shall be organised by the employees of the Finance and Personnel Unit and, where necessary, shall assign access to the employees of other divisions.
10. When recruiting to work, the employee shall be issued the means necessary for work, the issue of which is documented in the form of a reception-transfer statement signed by the employee and the University's staff member who issues the inventory.
11. The conditions negotiated individually by the university and the employees shall be laid down in employment contracts and/or their supplements.
12. In the event of failure to carry out the procedure for amending the employment contract, it may not be considered that the employer and the employee have agreed on the change of the working conditions. Only a person authorised by the University can conclude an agreement on the amendment of the terms and conditions of an employment contract. A single permit of the employee's direct manager or other responsible university staff to work under certain conditions (for example, to finish a job at home, etc.) is not and cannot be understood as changing working conditions.
13. The functions of an employee's work shall be laid down in the employment contract and may be described in detail in the job description, which the employee shall be familiarised against his signature on the day of signing of the employment contract.

### **Expiry of an Employment Contract**

14. An employment contract shall terminate upon termination of the contract on the grounds laid down in the Labour Code, liquidation of the University without a legal successor, expiry of a fixed-term employment contract or death of an employee.
15. The university shall settle with the employee not later than on the last working day of the employee, unless the parties to the employment contract agree that settlement with the employee will be effected not later than within ten working days. After end of the employment relationship, on the last day of their work at the University, employees must return to the Department of Finance and Personnel the billing sheet signed by the staff of the responsible departments, in the form approved by the University, and transfer other work equipment, working documents and electronic media to their immediate superior.

### **III. PERFORMANCE OF AN EMPLOYMENT CONTRACT**

16. During the period of validity of an employment contract, the employee undertakes to perform his functions in good faith and to observe the norms of labour discipline and ethics; to comply with the employer's lawful instructions in a timely and accurate manner; protect the University's commercial secrets, confidential information, conserve the University's assets, use resources rationally (for example, assets transferred to perform work functions); comply with internal rules of procedure; when performing his duties under an employment contract, comply with the requirements of applicable laws and other legal acts and the rules laid down by the University, including, but not limited to, Regulations, Staff Regulations, University Politics and Standards, and immediately inform the University (indirect supervisor) in case an employee is unable to comply with any of the above requirements.
17. The employee shall not have the right to delegate his work to another person without the written consent (including those given by electronic means, e.g. e-mail) of his work.

18. The employee must observe technological discipline, work and equipment safety and fire safety requirements, as well as carry out health checks prescribed by laws and other legal acts, submit appropriate certificates to the University.
19. The employee concentrates all his work abilities for the performance of the job functions assigned to the employee under the employment contract and fully ensures and seeks the priority of the University's interests.
20. Lecturers enter the teaching audience by means of an electronic card. In the event of loss of an electronic card, the instructor must immediately inform the infrastructure manager of the Rector's Office.
21. When concluding an employment contract, employees must inform the employer about other workplaces or any form of business owned by an employee. The employee must also inform the University if the employee enters into a new employment contract with another employer during the period of validity of the employment contract.

#### **Remote work regulation**

22. Subject to written approval by the employer, part-time work may be carried out at a distance (agreement is made in advance as to how long the worker will work at a distance). Upon giving an employee a notice of 5 (five) days in advance, the employer may recall the employee from his teleworking position and obligate the employee to work at the workplace. When working at a distance during work, the worker must be accessible by electronic means. An employee shall keep records of his working time himself without violating the maximum work and minimum rest requirements. At the employer's request, the employee must have access to a report on the tasks performed at a distance
23. Remote work is done by means of information communication and other means and functions provided by the employer.
24. The employer may provide the employee with connection to the employee's e-mail account on the employer's server, as well as login to the work programmes on the employer's server for remote performance of work functions.
25. Work assignments shall be provided to the employee by e-mail or other remote communication functions provided by the employer.
26. Employees must always be accessible by e-mail and telephone during the fixed working hours. The employee must reply to the employer's or colleagues' e-mails and calls during work not later than within 1 hours.
27. An employee must inform the immediate superior of the tasks performed in accordance with the procedure and within the time limits laid down by him.
28. An employee must immediately inform the immediate superior about any problems and interferences in the performance of work functions or, in the absence of the employee or failing to reach him, another employee of the employer's administration known to the employee.
29. An employee shall be responsible for the protection of the employer's information used for the performance of work functions. The employee has the duty to ensure that third parties will not have access to data on the employer's membership or other confidential information provided to the employer's employee.

#### **Certificates**

30. At the request of the staff, the staff of the Finance and Personnel Unit may issue certificates or copies of documents relating to the legal relationship of the employee. Staff members shall submit a request in advance for copies of certificates or documents to the Finance and Personnel Unit by e-mail. When making a request, the employee must clearly indicate which document he requests and the form in which such documents are to be provided to him (if not to him, indicate to whom it is to be addressed). The certificates reasonably requested by the employee will be prepared within 5 working days at the latest and the employee will be informed by e-mail about the preparation and possibility to collect them.

#### **Letters of Judicial Officers**

31. Having received a judicial officer's order regarding payment of the sums due to an employee into the bailiff's deposit account or the account of third parties:

- a) inform the staff member by e-mail or against signature (information by staff members of the Finance and Personnel Unit);
- b) forward to the employee a copy of the letter of the judicial officer concerned where the letter of the judicial officer is addressed to the employee;
- c) if, prior to the transfer of remuneration, bailiffs do not inform the University in writing about the suspension of recovery of the debt and/or termination of proceedings, the employees of the Finance and Personnel Unit shall transfer the amounts specified by the bailiff and permitted under legal acts to the bailiffs without informing the staff member thereof separately;
- d) the employees may themselves submit the judicial officer's order for the suspension of recovery and/or termination of proceedings by the Finance and Personnel Unit. The original of such arrangements must be submitted, otherwise the judicial officer's order regarding the transfer of funds to the account of a judicial officer and/or third parties shall be carried out.

### **Deductions**

- 32. In the cases provided for in the Labour Code and other laws, deductions from the employee's wage and other benefits payable to him may be made. Deductions shall be made in accordance with the procedure laid down in legal acts and these Rules.
- 33. Staff members of the Financial and Personnel Unit shall make deductions from the remuneration of employees who have received instructions from the Finance and Personnel Unit to make a deduction.
- 34. The instruction to make a deduction from the salary of an employee shall contain the following information:
  - a) the name and position of the worker against whom the deduction is to be made;
  - b) the amount of money to be deducted;
  - c) basis of the deduction from remuneration (damage compensation, overpaid holidays, etc.).
- 35. Upon receipt of an order to make a deduction from remuneration, employees of the Finance and Personnel Unit shall hand against signature a copy of the order to the employee or send it to the employee's e-mail address specified in the contract of employment at the latest on the working day following receipt of the order. In the event that the employee is on a non-working day or is absent from work for other reasons, the instructions shall be handed to the employee on the first day following the receipt of the instruction. In all cases, it shall be possible to make a deduction from the employee's wage only upon handing to the employee a literal copy of the instruction in accordance with the procedure laid down in this subparagraph.

### **Access cards**

- 36. University staff are issued with nominal cards for access to the lockable premises of the University. The card is provided and/or changed by the University's Finance and Personnel Department.
- 37. The employee can use only a card issued to him when entering the lockable premises of the University. It shall be prohibited to use a card issued by another employee. The transfer of a card to another person or negligence, without ensuring its security, shall be considered a gross breach of work duties which may lead to dismissal.
- 38. The card shall be replaced if it has become unsuitable for use or if the employee has lost it.
- 39. A staff member who loses the Card must inform the staff of the Finance and Personnel Unit immediately, but not later than the following working day.
- 40. An employee who loses the card (whether lost through his fault or not) must, at the request of the University, reimburse the company's expenses related to the production of a new card.
- 41. Upon the expiry of an employment contract on any statutory grounds and/or its termination, the employee must return the card to the staff of the Finance and Personnel Unit at the latest on the last working day without a separate request from the University.

#### **IV. WORKING AND REST PERIODS**

42. For administrative staff, a week of 5 (five) working days is set at 40 hours with 2 (two) rest days on Saturday and Sunday. Monday-Thursday is open from 8.30 to 17.30, Friday – from 8.30 to 16.15. Lunch break is from 12.30 to 13.15.
43. A week of 6 (six) working days with a period of 36 hours with 1 (one) rest day on a Sunday shall be set for university lecturers with whom an employment contract is concluded. For instructors working under study programmes on interrupted working hours, shortened or part-time working hours, daily working time shall be set according to approved working schedules. The work schedules consist of the Academy Support Centre. Lecturers are introduced to the work schedule until the beginning of the sessions through the *Moodle* system.
44. The beginning and end of working time of the employees to whom shorter working time must be applied according to legal acts shall be established by written agreement between the employee and the employer. The Finance and Personnel Unit shall be informed of such arrangements.
45. Employees must adhere to the working time regime established at the University.
46. Employees are given a 45-minute break to eat and rest. The time of commencement of the break shall be chosen by the employees (taking into consideration that the procedure for performing their duties would not be violated). It is necessary to make use of the break after a maximum of five hours of uninterrupted work. The break time shall be used at the discretion of the employees.
47. In exceptional cases, in order to ensure the University's representation at various events, the continuity of the study process, the necessity to exercise supervision of the procedure in dormitories, etc., the time of commencement and completion of work may be changed (without changing the working time standard set for the employee) subject to written agreement between the employer and the employee.
48. It shall be possible to change the working time regime of a particular employee and the time of commencement and end of work only with the written consent of the rector or his authorised person. When changing the employee's time of commencement and end of work (when the norm of working time remains unchanged), the minimum daily and weekly uninterrupted rest periods provided for by law must be guaranteed.
49. Employees who wish to conclude an agreement on additional work at the University must inform their immediate superior before concluding such an agreement and obtain his written consent for the conclusion of an additional work agreement. Employees who have concluded agreements with the University for additional work, must be present at their workplaces at the time specified in the work schedules.
50. The heads of the subdivisions of a university must organise work, plan working time and rest periods in such a way that the set working time is not violated.
51. When leaving the University for work purposes, employees must inform their immediate superior and indicate the purpose and duration of the departure.
52. Employees who wish to work on rest days and public holidays after working hours must obtain a written consent of the rector or a person authorised by him.
53. Work which, at the end of a working day, is performed by an employee on his own initiative shall not be considered overtime work.
54. Access to the premises of the University outside working hours or outside working days is possible with confirmation of the responsible employee of the University Rector's Office.

#### **Temporary incapacity and planned absence from work**

55. Employees who are unable to arrive in time or are unable to arrive at work at all must immediately, but not later than within two hours of the beginning of working time, inform their immediate superior or other colleague and state the reasons for the delay or absence. If employees are unable to report their absence for certain reasons, other persons may do so.

56. A sick employee must inform his immediate superior of his temporary incapacity not later than the next day, and the head of the subdivision must notify the employee's temporary incapacity for work of the Finance and Personnel Units.
57. For the first two days of temporary incapacity for work, the employer shall pay sickness benefit at 100 % of the employee's average wage.
58. During the period of leave or for a pre-planned period of absence from work lasting more than one working day, the employee must himself turn on automatic messages of such content at the e-mail: "*I won't be at work from mm/mm-dd to mm/mm-dd (inclusive). For urgent questions, please contact [name, surname, position, contacts of the substituting person.*"
59. Prior to the leave, the employee must hand over to his colleague to be substituted for current work, inform about what must be fulfilled and the obligations to be fulfilled.
60. To leave for purposes other than work, employees must obtain the written consent of the direct manager (e.g. confirmation by email). At the request of an employee and with the consent of his immediate superior, free time available from work to meet the employee's personal needs may be carried over to the next working day (shift), without violating the requirements of maximum working time and minimum rest period (for example, if the immediate superior allows an employee to leave earlier, the employee and the head shall agree when the employee will work longer, taking into account the duration of allotted working time).
61. The head of a subdivision whose employee fails to arrive at work without informing the employee must try to contact the employee himself and find out the reasons for absence from work and the estimated time of return to work. If a staff member is unable to contact either his mobile telephone number or e-mail specified in his employment contract, the head of the unit must inform the Finance and Personnel Department on the same working day.

**Annual leave of staff members**

62. The duration of annual leave shall be set in compliance with the norms of the Labour Code and secondary legislation.
63. Annual leave shall be granted to the employee and the employer at a time acceptable to him, according to the schedules drawn up and approved in advance. For serious reasons, leave shall be granted on the basis of employees' requests without being able to take leave within the time limit provided for in the schedule. Priority shall be given to those employees whose scheduled annual leave is approved in the holiday schedules.
64. The heads of all units of the University must, not later than by 15 March of each calendar year, draw up and approve annual holiday schedules for the employees of the unit for the current year. The date of annual leave shall be submitted by employees to the heads of their subdivisions by 1 March of the current year.
65. An employer shall have the right, in the event of official necessity, to propose to an employee to choose another period of annual leave.
66. Applications for annual leave, as indicated in the approved holiday schedule, shall not be made separately. Staff members shall only apply for annual leave to the Staff and Finance Department if they are requested at a time different from that set out in the holiday schedule (this can only be granted if this does not interfere with the University's usual activities and commitments to students).
67. A part of annual leave, not less than 10 (ten) uninterrupted working days, must be used each year by all University administration employees. This time is intended for workers to rest and regain their strength and to maintain their productivity. For employees who did not apply to the managers of their departments before 10 March for a date of annual leave of at least 10 (ten) working days, the University chooses and determines the date of annual leave at the discretion of the University. At least two weeks before the start of the leave, the employee is informed about the date of annual leave set at the University's initiative.
68. Part of the annual leave of university lecturers shall be granted during the holiday period from 23 December to 7 January, and at the end of a school year from 25 July to 15 September, provided that this meets the needs of the organisation of the University's work.

69. An employee may be recalled from annual leave or transferred annual leave only in the cases established by the Labour Code.

#### **Unpaid Leave of Employees**

70. Subject to the provisions of legal acts, unpaid leave shall be granted during the year at least as long as the worker so requests:
- a) an employee raising a child under fourteen years of age – up to fourteen calendar days;
  - b) a disabled employee as well as an employee raising a disabled child under eighteen years of age or caring for a disabled person who is required for permanent nursing – for up to thirty calendar days;
  - c) during maternity leave and parental leave the father at his/her request (mother – during parental leave); the total duration of such leave may not exceed three months;
  - d) as regards the caregiver of a sick family member, for the period recommended by the health care institution;
  - e) marriage worker – up to three calendar days (if the employee does not make use of the additional and paid leave provided by the employer);
  - f) employee to attend the funeral of a deceased family member – for up to five calendar days (if the employee does not make use of the additional and paid leave provided by the employer).
71. In all cases other than those specified in the 70 paragraph of the Rules, unpaid leave lasting for more than one working day (shift) may be granted at the request of the employee and with the consent of the employer. Such free period of duty shall be documented as unpaid leave of the employee. An employee may be granted no more than 10 (ten) days of such unpaid leave per year. The period of unpaid leave shall not be included in working time.

#### **V. GENERAL REQUIREMENTS FOR INTERNAL PROCEDURES**

72. Smoking is not allowed on university premises. Smoking is permitted in the university territory only in places specially designated and marked for this purpose.
73. University employees shall be prohibited from being under the influence of alcohol or narcotic or toxic substances during their working hours.
74. Staff shall not keep any personal food and drink visible and consume them during the service of visitors.
75. Every workplace and premises must be clean and tidy.
76. Employees shall be prohibited from locking in working premises during working hours, unless legal acts or the University's internal documents provide for such a possibility.
77. Unauthorised persons shall be prohibited from being present at the employee's place of work.
78. Employees must ensure that, in their absence at work, other employees of the subdivision have access to all work-related information and documents.
79. The employee must compensate the University for damages caused by his actions or omissions according to the procedure established by the laws of the Republic of Lithuania.
80. Employees must use work equipment, electricity, and other material resources of the University in a rational and economical manner.
81. By signing an employment contract, the employees assume responsibility for the assets transferred by the University to it, necessary for the performance of the duties performed by the University and undertake to use the assets only for the performance of his duties under the employment contract and do not use it for any other purposes. Employees must immediately inform the University about the circumstances that may affect the security of property, as well as take the necessary measures to identify and eliminate such circumstances.

82. The university's electronic communications, software, office equipment, office and other facilities may be used by staff only for work-related purposes.
83. Employees are prohibited from allowing bystanders to use the University's electronic communications, software, office equipment, and communication tools.
84. At the end of the job, the last employee leaving the Cabinet (auditor) must check whether devices (if they have to be switched off), extinguished lights, closed windows, locked rooms, closed safety blinds and alarms (if any) are switched off.
85. The University's computer and communication equipment maintenance and repair and software installation shall be organised and carried out only by the University's employee or a contractual legal person providing these services. The employee must provide conditions for the system administrator or another person authorised by the rector to check the information stored in the computer and the installed programs at any time. Employees shall be prohibited from arbitrarily installing uncoordinated software and computer programs into the computers and other equipment used at the University.

#### **Behavioural requirements**

86. University staff represent the University in their own way. Employees must respect and protect the employer's reputation, refrain from any actions that may result in dissatisfaction or distrust of the representatives of the academic community, the University's partners and clients with whom contracts have been concluded or planned to be concluded. University staff must be guided by the principles of respect, loyalty, selflessness, decency, impartiality, personal responsibility and publicity.
87. The university must avoid noise, maintain the working atmosphere and treat each other, students and others with respect.
88. The heads of the university and departments must treat the employees subordinate to them with respect and restraint – instructions, assignments, remarks to subordinates must be made only correctly.
89. All University staff must comply with the following general ethical requirements:
  - a) guarantee polite communication with interested parties and each other;
  - b) to seek compliance of drafted documents with the requirements of laws, other legal acts and the requirements of clerical work;
  - c) avoid hasty and superficial work at work without delaying work;
  - d) perform their duties impartially and fairly;
  - e) refrain from using duties for personal gain;
  - f) take decisions in accordance with the law and the principle of equality of all persons;
  - g) not to use their duties, powers and names to influence the decision of other persons;
  - h) avoid conflicts of interest;
  - i) use information obtained in the course of the performance of his/her duties solely for work purposes;
  - j) do not use uncensored words and expressions during working hours, do not store information about the contents of an uncensored or degrading person's honour and dignity in the workplace.
90. University staff should look and dress up as a staff member is required to do. If staff participate in meetings, commissions or other activities related to representation or representation of the University, their clothing must be of a professional style.
91. Employees must comply with the requirements of these Internal Rules of Procedure, schedule, work schedule and instructions on safety and health at work.
92. Employees shall be prohibited from:
  - a) entrusting duties or work equipment to another staff member without the direct manager's authorisation;

- b) entrusting the performance of his/her job functions to another employee without the permission of the direct manager;
- c) damage, break the University's inventory;
- d) fail to complete, negligently or at all the required documents;
- e) not to comply with the instructions, standards and procedures necessary for the correct performance of the work in the relevant workplaces;
- f) to destroy the University's registered documents without the direct consent of the head;
- g) take away from the University's premises the items, documents and inventory belonging to the University without the direct consent of the head;
- h) use illegal software;
- i) to consume alcoholic beverages, narcotic substances during work, as well as to appear intoxicated at work, under the influence of narcotics;
- j) leave important documents, drafts, projects and other unmanaged work equipment on the table after the end of the working day or after a longer period of absence;
- k) to raise conflict situations, to encourage distrust of colleagues and leaders;
- l) to provide any non-public information about the University to the media and to third, unauthorised persons without the permission of the Head of Communication and Development Division or a person authorised by him;
- m) keep confidential documents in an open, easily accessible place at the end of the working day;
- n) to perform his work negligently, carelessly, not to comply with the rules governing work;
- o) not to inform the administration of the University about the situation of conflict of interest between the employee and the University.

## **VI. CONFIDENTIALITY**

- 93. Confidential information belonging to the University and inside and outside of the University's technical, technological, intellectual or organisational information and data, any other information not made public by the University, whose disclosure could have any negative effect on the activities of the University and could also adversely affect the interests of persons cooperating with the University, with the exception of information which, under the laws of the Republic of Lithuania, cannot be considered a commercial secret or confidential information.
- 94. A university employee must make every reasonable effort to ensure the preservation of confidential information and commercial secrets and to prevent their unauthorised disclosure and use. Also, the employee must immediately inform the University of possible cases of unlawful abuse and disclosure of the University's confidential information.
- 95. University employees shall be prohibited from performing any actions which could, directly or indirectly, disclose confidential information, except where the laws of the Republic of Lithuania provide otherwise. Such acts may include any act which may, directly or indirectly, permit the disclosure of confidential information to third parties, including, but not limited to, the unattended retention of media containing confidential information, a document or information sent to a wrong address (by post, e-mail or fax), etc.
- 96. University employees shall be prohibited from using, directly or indirectly, for the benefit or for the benefit of their personal, family, relatives, any other third party confidential information entrusted or made known to the University employee for the performance of the relevant employee's work functions at the University or in any other way, as well as any information related to the employee's job functions at the University or otherwise accessible to the employee and belonging to the University.

97. Employees must take all necessary measures to prevent the University's confidential information being made available to third parties by other means, both at the workplace and outside the workplace, by telephone.
98. The employee's duty to protect the University's confidential information shall be valid throughout the period of validity of the employment contract with the University and for 5 years after the expiry of the relevant employee's employment relations at the University, irrespective of the basis on which the employment relationship has expired.
99. The employee must obtain the prior written approval of the Chancellor of the University for any exception to the obligations arising from compliance with these rules on the protection of confidential information.
100. Not later than on the last day of his work at the University, the employee must return or destroy on the University's written instructions all and any data media and material assets containing confidential information and commercial secrets or links to them and which are at the employee's disposal or control.

## **VII. LIABILITY OF EMPLOYEES**

### **Breaches of Work Obligations**

101. Failure to execute or improper performance of the requirements of legal acts, these Internal Rules of Procedure, job regulations and other internal documents of the University, assignments of managerial staff shall be considered a violation of work duties.
102. Failure to execute or improper performance of any legal acts, internal rules of procedure, job regulations and other internal documents of the University, as well as assignments of management staff shall be considered a gross breach of work duties which may lead to termination of the employment contract with the employee, whether intentionally or through unjustified negligence.
103. Employees must be aware that in all cases the following shall be considered as a gross breach of work duties which may lead to termination of the employment contract with the employee:
  - a) absence of full-time absence for serious reasons;
  - b) refusal of medical examinations where such examinations are mandatory or required by the University;
  - c) disclosure of the University's commercial, technological and financial secrets to any third parties;
  - d) unauthorised, rude and abusive treatment of members of the University's community, partners, guests;
  - e) Violation of requirements for the use, operation, inspection and repair of university vehicles;
  - f) participation in activities which, according to the provisions of laws, other regulatory acts, Internal Rules of Procedure, employment contracts, are incompatible with employment functions, violation of the duty to avoid the conflict of interest applied to the employee;
  - g) the exercise of duties with a view to generating illicit income for themselves or for other persons or for other personal reasons, as well as arbitrariness;
  - h) violation of equal rights for women and men, sexual harassment of colleagues, subordinates or clients, any discriminatory behaviour, violation of the provisions of the policy on protection of equal opportunities and its implementing measures;
  - i) refusal to provide information where laws, other regulatory acts or rules of procedure impose an obligation to provide it, or provision of knowingly incorrect information in such cases;
  - j) acts showing evidence of theft, fraud, misappropriation or squander of property or the taking of unlawful remuneration, even though the employee has not been prosecuted or administratively liable for such acts;
  - k) the fact that the worker is under the influence of alcohol, narcotic or toxic substances during the period of work;
  - l) forgery of documents, data;

104. An employment contract may be terminated with an employee who has grossly violated his duties or has committed twice a year the same breach of employment duties in accordance with the procedure laid down in the Labour Code.
105. When an employee commits a breach of work duties, the employer shall request the employee in writing to explain himself and warn the employee that, in the event of the second such repeated infringement within a period of 1 (one) years, the employment contract may be terminated with the employee.
106. Before taking a decision to terminate an employment contract due to a serious breach of employment duties, the employer shall request the employee's written explanation. If the employee fails to provide such an explanation within a reasonable period set by the employer, the decision to terminate the employment contract shall be taken without him.
107. Employees must avoid any conflict of interest and immediately inform the employer in writing if the individual interests of the employee conflict or may conflict with the employer's interests. A conflict of interest is defined as situations where, for example, an employee takes up employment at a directly competing university and does not inform the employer when the employee or his family takes up activities that compete with the University's activities, where decisions taken by a worker at the University may affect the activities of the employee or his family. The employee is not entitled to any commission supplements or other fees from the University's clients or other persons related to the University. The declaration of conflict of interest is mandatory for all University staff at the beginning of each school year and when signs of conflict occur.
108. The employee's absence at the working time for more than 4 (four) hours per working day or without attending meetings, meetings or other events of the University must be recorded by his immediate superior. The manager shall inform the Finance and Personnel Department of the absence of the staff member.
109. Secretaries of meetings of the Senate, meetings of academic departments and its committees as well as working groups must register university employees participating in the meetings. The secretaries must inform the Finance and Personnel Units of the non-attendance of staff within 3 (three) days from the date of the meeting, stating the reasons for not attending the meeting. Upon receipt of such data, the Financial and Personnel Department shall, within 3 (three) days, ask the employee to explain in writing. Where necessary, the Financial and Personnel Unit may request clarifications from other staff involved in the present case. When the fact that the staff member's duties have been breached without valid reasons is proven, the Financial and Personnel Unit shall draw up a draft order concerning the consequences of the breach of the duties of the staff member. The order shall specify the period during which the employee was absent from the place of work or at the meeting and shall determine whether the employee is warned of a breach of his duties, whether the employee must be terminated of the employment contract due to a serious breach of employment duties.
110. Upon the employee's prior written notice of his being unable to arrive at work and the reasons which are confirmed in advance or not later than within 3 (three) working days from the day the employee failed to arrive at work, it shall be considered that the employee has not arrived at the workplace, did not attend meetings, meetings or other events of the University for a valid reason.

#### **Suspension of Performance of Work Duties**

111. Where there is a suspicion that the employee has committed a serious breach of labour duties or where there are grounds to suspend the performance of the employment contract on the employer's initiative on the grounds specified in the Labour Code, the employer, when paying the employee his average wage, shall have the right:
  - a) to instruct the employee to leave the University premises without delay and to restrict the employee's access to it; to prohibit an employee from performing any actions on behalf of the University;
  - b) to require an employee not to contact the University's students, customers, suppliers and employees;
  - c) require the return of work equipment provided to the worker; limit the employee's access to the employer's databases, employee's e-mail and computer.
112. The employee will be informed about the above actions by an employer's written or oral order, the implementation of which is mandatory for the employee immediately.

## **VIII. WORK ETHICS AND COMMUNICATION WITH THIRD PARTIES**

### **Ethics of work**

113. Employees must come to business meetings with colleagues, administration and partners on time.
114. The use of non-censorative words, speaking in a raised tone of voice, showing disrespect, raising conflict situations in the presence of the University's guests, partners and staff is intolerable.
115. University does not tolerate any discriminatory behaviour, therefore all works must be divided, as well as contacts with employees, regardless of their gender, marital status, age, race, nationality and other circumstances, which are not related to the employee's professional characteristics.
116. Employees must treat all customers and colleagues equally respectful.
117. Relations with partners, colleagues and members of the University community must be based on the principles of respect, goodwill, selflessness, impartiality and non-discrimination.
118. Employees cannot accept and/or donate gifts from other persons or provide any personal benefit that could have a negative impact on the University's activities in any way.
119. Employees undertake to provide accurate and correct information to colleagues, administration, and other members of the University community.

### **Communication with third parties**

120. Employees must inform their immediate superior about any kind of queries and requests for information related to the University's activities. It is prohibited to provide any information about the University that is not public without the approval of the Head of the University's Communication and Development Department. Public information about the University is such information that is indicated on the University's website, or in other information channels of communication/advertising used by the University.
121. If employees receive an oral request from third parties, an oral request for information about the University that is not open to the public they must request to submit these requests in writing (also by e-mail). Upon receipt of requests and requests, employees must forward them to the Head of Communication and Development Department or to their immediate superior.
122. By telephone, information about the University is provided only to those who have presented themselves (the name, position and organisation of the caller he represents, as well as the purpose of the request). Only general information may be provided by telephone, which is indicated on the University's website or other information communication/advertising channels used by the University. It is strictly forbidden to provide other types of telephone information (e.g. information about University staff, partners, suppliers, students, etc.).
123. If a telephone caller indicates that the purpose of his/her referral relates to studies at the University, the caller must be connected to the responsible staff of the relevant unit.
124. Where relevant or confidential information is sent to third parties, in particular where it is addressed to a larger number of addressees, it is necessary to assess whether such information can be sent by e-mail (whether it is safe and objectively necessary). Information must be provided (addressed) only to the persons for whom it is intended (by sending a letter that the information is confidential). The worker sending the information must make sure that the addressee has an appropriate e-mail address or that the persons to whom the information is not addressed are not included in the list of addressees by mistake. In cases where the information is sent to a larger number of addressees, but the addressees themselves should not be aware of this, e-mails must be sent using the function of 'bcc' copy.
125. In each case, an employee who in some form communicates the University's information to third parties must evaluate all possible risks and choose the safest method of communicating the information. In case of questions, uncertainties, to whom and how certain information of the University can be/cannot be transmitted, the employee must contact the direct manager and transmit the information only if he is convinced that its transfer will not harm the interests of the University.

126. All and any inspections of the University's activities carried out in accordance with the procedure laid down by legal acts of various state and municipal institutions must be carried out only in advance upon agreement with the Chancellor of the University and the heads of relevant divisions. In case of operative inspections which have not been agreed with the University in advance as specified above, the Chancellor of the University and the head of the relevant unit in which the inspection is carried out must be immediately informed of such inspection.

**Communication with the media**

127. University staff are prohibited from communicating with media representatives on any issues that are directly or indirectly related to the University, its activities, managers, etc., unless the questions and answers have been agreed with a direct manager or the Head of Communication and Development Division.
128. The Head of the Communication and Development Department or his authorised persons usually communicate with the media.
129. In all cases upon receipt of a request (written or oral) from representatives of the mass media (media) each employee must immediately contact his immediate superior.

**IX. PREVENTION OF CORRUPTION**

130. The University does not tolerate corruption and observes and implements in its activities laws of the Republic of Lithuania, European Union and other legal acts, the University's Code of Academic Ethics and the provisions of these Rules in order to increase public confidence in the activities carried out by the University.
131. In order to ensure prevention of corruption and create an environment resistant to corruption, the University is guided by the principles of transparency of its activities, accuracy of accounting, avoidance of conflicts of interest, promotion of the University's employees, members of management bodies, students and listeners to behave in good faith, report corruption and other violations, influence of trade and abuse of official (working) position, prohibition of bribery, impartiality of decisions and equality of persons.
132. The University's employees and members of management bodies, aware of their important role in the creation of the anti-corruption environment, must, by their personal example and daily work, create an anti-corruption environment at the University.
133. University employees are encouraged to inform about any noticed or suspected violations of corruption prevention regulations, possible cases of corruption to the University's management or by e-mail [pasitikejimas@ehu.lt](mailto:pasitikejimas@ehu.lt).
134. The University also encourages students, listeners and other interested parties to report any violations of corruption prevention regulations or alleged violations.
135. The University undertakes to protect the confidentiality of reporters and take all possible measures to prevent a person, who reports a reasonably suspected violation of the University's anti-corruption regulations and cases of corruption from experiencing negative consequences related to its notification. The provisions on the protection of notifiers shall also apply in cases where it transpires that the information provided by the person has not been verified.
136. The received notifications, taking into account their content, shall be examined and responses to the report shall be prepared in accordance with the procedure established by the University's internal documents and cannot be transferred for consideration to the unit or employee if their actions have been expressed by the applicant. If there is evidence of criminal activity or other violations of the law, the University informs competent law enforcement or other institutions.

137. Cases of a corruption prevention violation shall be made public by internal communication measures to the extent this does not contradict the legal acts regulating personal data protection.
138. Where a university employee, a member of the management body, violates the requirements of corruption prevention regulations, the employee must be subject to termination of an employment contract due to a serious breach of his employment duties, and in respect of a member of the management body – his removal from the management body shall be considered.

#### **X. LABOUR DISPUTES**

139. Disputes shall be settled according to the procedure established by the Labour Code of the Republic of Lithuania and the Statute of the University.

#### **XI. INTELLECTUAL PROPERTY**

140. The University's intellectual property is the intellectual products created by the University's lecturers and students, which were developed on behalf or on behalf of the University, using the funds or resources of the University.
141. Study programmes and other collectively created intellectual products of the University can be registered with the Agency of Lithuanian Copyright Protection Association (LATGA-A). Rights of publicity and use thereof shall be protected by Copyright and related rights and other laws.
142. All rights to the results of intellectual activities and related objects, their improvements created/may be created by employees alone or together with other University employees during the period of validity of the employment contract, and which may be attributed to the academic, administrative, economic and financial management activities of the University or joint divisions of foreign universities, are part of the performance of employee's duties and are owned by the University for an indefinite period of time.
143. Employees have no right to transfer/transfer the University's intellectual property to third parties without written permission from the Rector or his authorised person.

#### **XII. FINAL PROVISIONS**

139. The rules shall enter into force on the date of their approval.
140. The internal rules of procedure may be amended, supplemented, changing laws, changing the University's organisation and internal order, and reorganising the University. Such amendments or additions to the Internal Rules of Procedure shall enter into force on the date specified therein. Any amendments and additions to the Internal Rules of Procedure shall be considered an integral part of these rules.
141. The Internal Rules of Procedure approved by the Rector are published on the website of the University. Such a method of publication of these rules shall be deemed appropriate and shall not be recognised separately for staff.