



Employee Policies

Harvard Global strives to provide employees with the highest level of service. As an affiliate of Harvard University, Harvard Global operates within the University's systems while specializing in international employment.

The following University policies and Harvard Global policies supplement your Harvard Global employment contract. Where distinct Harvard Global employment policies exist, these supersede University employment policies.

Questions about these policies may be directed to payroll@harvardglobal.org.

Harvard University Employment Policies

Many policies apply across the University. Review the [staff personnel manual](#), which encompasses discrimination, sexual harassment, information security, and whistleblowing. The [University policies](#) also include guidelines for gender equity, interactions with minors, and the use of Harvard names and insignia.

Harvard Global Employment Policies

The following definitions apply to Harvard Global's general employment policies and termination policy:

- "We," "us," and "our" refers to Harvard Global and the controlled entities applying these policies.
- "Host country" refers to the country where the employee customarily works, and as necessary to the particular jurisdiction.
- "Harvard University Personnel Manual" refers to the [Harvard University Personnel Manual](#) for Administrative/Professional Staff and Non-Bargaining Unit Support Staff. Unless otherwise indicated, all references to this manual apply to all of our employees regardless of appointment type, including staff, faculty, and fellows.
- "Applicable law" refers to the law and/or regulation of any jurisdiction having territorial or extraterritorial application to the particular situation or relationship.

GENERAL EMPLOYMENT POLICIES

CONTRACTS

These policies are intended as general guidance only and do not create a contract of employment. We enter into employment contracts only in certain countries. All Harvard Global employment contracts are in writing, signed by an officer and by the employee, and designated as a contract or agreement. Where these policies conflict with an employment contract, the employment contract shall govern.



NON-DISCRIMINATION

We are an equal opportunity, affirmative action employer. We make all employment decisions on the basis of an individual's qualifications and in accordance with applicable law. Therefore, we do not discriminate in hiring or the terms and conditions of employment on the basis of race, color, sex, gender identity, sexual orientation, religious creed, age (except in retirement programs), national origin, ancestry, veteran status, disability, genetic information, or any other legally prohibited basis, except to the extent these factors are lawfully related to job requirements or applicable regulation. This statement is not intended to prevent lawful affirmative action efforts supporting underrepresented groups.

LANGUAGE

English is the common work language of Harvard Global. We may designate additional work languages in certain locations. Employees are expected to use the designated work languages for work-related communication and correspondence; however, employees may use other languages for personal communication within the office. All contracts and required notices regarding employment shall be in English in addition to any other language required by law.

OTHER EMPLOYMENT POLICIES

We follow the General Employment Policies in the [Harvard University Personnel Manual](#) with modifications as follows. These policies concern discrimination policy and review procedure, sexual harassment, drugs and alcohol in the workplace, work relationships, conflicts of interest or commitment, information security and privacy policy, appropriate use of employee time, smoking policy, emergency staffing policy, standard workweek, flexible work schedules, non-retaliation, whistleblowing policy, and guidelines for using social media.

Where these policies...	We apply the policy as follows:
...conflict with other Harvard Global policies (or controlled entity policies) published online or posted in the workplace, or with an employee's employment contract.	The Harvard Global policy (or controlled entity policy) or employment contract governs.



HARVARD GLOBAL

Where these policies...	We apply the policy as follows:
...reference a U.S. or Massachusetts law or regulation.	We instead follow the corresponding law or regulation in the host country, even to the extent it changes policy provisions based on the U.S. law. However, if the U.S. law or regulation also applies, then we follow both laws or regulations, using generally accepted legal precedence to address any conflicts of law.
...refer to terms of art whose definitions vary from place to place (e.g. "controlled substances").	We apply the definition(s) applicable in the host country.
...contradict or violate any applicable law.	We follow the policy as closely as possible within the bounds of applicable law.
...reference action, rights, or ownership by Harvard University.	Except as otherwise specified in particular instances, we replace "Harvard University" with the employing entity (e.g. Harvard Global).
...describe reporting procedures internal to Harvard University.	Employees shall report concerns and complaints to our legal representative in the host country or to any of these Harvard Global officers: Vice President for Operations: vp-ops@harvardglobal.org , +1 617-495-9084 President: president@harvardglobal.org , +1 617-495-1512 Clerk: clerk@harvardglobal.org , +1 617-496-4192
...describe resources for Harvard University employees.	Most such resources are available to Harvard Global employees; however, some resources may not be available or may be accessed differently. Email payroll@harvardglobal.org for more information.



TERMINATION POLICY

Harvard Global will follow applicable law prescribing termination reasons, procedures, notice, severance, and other compensation and benefits. To the extent that applicable law is not prescriptive, Harvard Global will ordinarily substitute the following guidelines, which apply equally to open-ended and fixed-term contracts. These guidelines are intended to adapt to different jurisdictions and shall not create additional procedural or compensation requirements beyond those required by law.

All notice shall be in writing. Harvard Global may reassign you (at the same salary and benefits) for part or all of a notice period or provide payment in lieu of notice, if permitted by law.

TERMINATION REASONS AND NOTICE PERIODS

Resignation: You may resign for any reason, or by mutual agreement. Employees are expected to give at least two weeks' notice to their supervisor, in the form of a letter of resignation indicating the last day of work. We may waive notice of resignation by mutual agreement.

Appointment/Contract expirations: Employment terminates upon the expiration of an appointment or contract (or the expiration of its extension or renewal), unless it is extended or renewed by mutual agreement in writing. We will ordinarily give as much notice of non-renewal as possible, but such notice is not required.

Termination for cause: We may terminate your employment hereunder for cause at any time upon notice to you setting forth in reasonable detail the nature of such cause. The following, as determined by Harvard Global in its sole judgment, shall constitute cause for termination: (i) absence from work due to illness or injury in excess of leave for which the you are eligible under Harvard Global Policies; (ii) material breach by you of Harvard Global's rules, regulations, policies or procedures, or any instructions given to you relating to your work and performance of duties; (iii) unsatisfactory job performance or failure to meet your duty as an employee; (iv) material breach by you of any provision of this Agreement; (v) violation of applicable law, or our policies, causing harm to us, other employees, our directors or officers, customers, or the public (inside or outside the workplace) including, but not limited to, physical violence, threats of violence, verbal abuse, or harassment, and intentional or negligent damage to, misuse or theft of property; (vi) failure to maintain confidentiality of information or to protect the privacy of employees or other individuals, falsification of records; or (vii) loss of licenses, loss of or lapse in work authorization, or misrepresentation of qualifications for employment. In the event of termination of your employment by Harvard Global for cause, you will be paid any salary earned but not paid through the date of termination, and Harvard Global shall have no other obligations to you except as required by law.

Termination for business reasons/layoff: We may eliminate one or more positions and terminate employment if we suffer a loss or reduction in funding which had been directed to your position or, in our judgment, the position is no longer strictly necessary for the conduct of business. We may also change job requirements as needed, in our judgment, and offer a layoff to any employee who is unable or unwilling to meet the new requirements. Where multiple positions perform the work that is defunded or eliminated, we will choose the position(s) to be eliminated in the manner prescribed by law; to the extent permitted, we will make judgments based on documented job performance. We will ordinarily give at least 60 calendar days' notice of layoff or termination for business reasons.



Job abandonment: If you fail to report to work for two or more consecutive working days, we may assume the employee has abandoned the job. Termination shall take effect with the last day the employee reported to work, unless otherwise prescribed by applicable law. We will notify you by courier or mail at the last address we have on file.

Death: Employment ends upon an employee's death. In the event of a death in the workplace, we will notify applicable government authorities and will make every attempt to notify next of kin.

Probation period: The first 60 days of your employment are considered probationary, unless this conflicts with local labor laws. During the probation period, if either you or Harvard Global decides the situation is not compatible, the relationship can be terminated at any time by either party.

TERMINATION PAYMENTS

Earnings and vacation: Terminating employees (or their estate or next of kin) shall receive payment for all work through the termination date, as well as a lump sum payment for all earned and unused vacation, if applicable, and any earned but unpaid statutory obligations.

Benefits: Employees and dependents covered by a Harvard University health plan are entitled to health plan continuation under COBRA, according to the terms of the health plan; in most cases, continuation is at their own expense.

Severance and service payments: Unless required by law, we ordinarily pay severance or other service payments only upon layoff or termination for business reasons only and not for termination for cause. Severance (including all length-of-service payments and associated taxes) shall be paid in a lump sum based on the employee's base salary (excluding allowances) as of the termination date, and shall total at least the number of weeks of pay described in the [Severance Pay section of the Harvard University Personnel Manual](#). If you are rehired by us, by Harvard University, or by any Harvard affiliate within that number of weeks of termination, then, to the extent permitted by law, we may require repayment of those severance weeks beyond the length of the gap in employment.

Relocation: Refer to your Employment Contract.

Other items: We will fulfill all statutory requirements and all terms of the employee's contract. Where such requirements or terms are similar to other provisions herein, we may modify those provisions rather than provide an additional benefit.

APPEALS

Terminations of employment may be appealed by the employee or his/her representative. An appeal must be made in writing to the President of Harvard Global within 30 calendar days of the termination notice, accompanied by all relevant facts and documents which the President should consider. The President or his/her designee will conduct a formal review of the circumstances and reasons for termination and may uphold the decision (which shall be final), reverse the decision, remand the decision to the manager, or work with the parties to mediate a mutually agreeable



resolution. Unless prohibited by law, we may suspend or reject an appeal under review if the termination is subject to a concurrent appeal to a court, government board, or other legal authority.