The President of the Republic,
Considering the Constitution,
Considering the Offshore Petroleum Resources Law no. 132, dated 24/08/2010, Article 76 in particular,
Considering the proposal of the Minister of Energy and Water,
And after consulting the State Council (Opinion no. 109/2011 dated 31/01/2012),
And following the approval of the Council of Ministers dated 21/03/2012,
Enacts the following:

Section One
The Internal Regulations

Article 1. Formation of the Administration’s Board
The Board of the Petroleum Administration shall be formed of six full-time members, all appointed for a period of six years, renewable for one time, upon the proposal of the Minister of Energy and Water, in a Decree issued by the Cabinet.
The convened Board shall carry the duties and powers enacted by the Petroleum Resources Law, Article 10 in particular.
Each member of the Board shall undertake the Board’s chairmanship in rotation, over a period of one year, according to the alphabetical order of their family names, as mentioned in the Decree that stipulated their
Article 2. Terms of appointment

2 – 1. The Chairman and the members of the Board shall comply with the following terms of appointment:

a. Must be Lebanese since more than ten years and enjoying full civil rights, must have not been convicted of a felony or attempted felony, or a defamatory misdemeanor or attempt of defamatory misdemeanor, in accordance with the provisions of Article 4, clause 1, paragraph (e), of the legislative decree no. 112, dated 12/06/1956 and the relevant amendments (Staff Regulations)

b. Must have completed thirty-five years of age and have not exceeded eighty-five years when appointed.

c. Must be holding a recognized university degree in Law, Engineering, Economy, Business, Geology, Geophysics, or any other relevant major related to petroleum exploration or production, whereby the formation of the Board shall take into consideration a variety of disciplines.

d. Must have a certain experience in one field of the petroleum industry, and must be distinguished when chosen, in terms of the years of experience, the scientific qualifications, and the specialties related to Petroleum exploration and production.

e. Must be free of any disease or disability that may prevent him/her from doing the job, and thereby, must provide a health certificate from the Official Medical Commission to prove it.

f. Must have not been previously dismissed from any public office or service at any public administration, institution, municipality or establishment, where most of the resources are provided by the State, upon a disciplinary decision, or must have not been subject to service termination pursuant to extraordinary legal provisions.

g. Must have no personal interest, whether direct or indirect, for himself or his collateral relatives until the fourth degree, from the contracts and agreements undertaken by the Administration, or any relation, or direct or indirect benefit with the enterprises working in this field.

h. The Chairman and each member of the Board must submit a declaration, upon their appointment, where each pledges on his own responsibility not to have any of the bars of appointment provided above.

2-2 In accordance with the provisions of Law no. 154, dated 27/12/1999 (law on illicit enrichment), and in their
capacity of undertaking a public service, the Chairman and the members of the Board shall submit a statement, signed by each one of them, and showing the movable and immovable properties owned by them, their spouses and their minor children, within a one-month time limit from the date of their appointment. The statement shall be submitted in sealed and signed confidential envelope, deposited in the Ministry of Energy and Water. If the Chairman, or any of the members, does not provide the abovementioned statement within the time limit, he/she shall be deemed to have resigned ex officio at the end of the period.

2-3 The Chairman and each member of the Board shall inform the Administration, in written form, of all the updates that could affect his membership according to the provisions of this Decree.

Article 3. Obligation of Omission to act

3 – 1. The Chairman and the members of the Board shall not, during their terms of service, and during no less than two years after the end of their mandate, undertake any position or responsibility, whether directly or indirectly, at any of the companies performing Petroleum Activities or at any of their spin-off or affiliated companies.

4 – 2. In case the member of the Board breaches this prohibition, the provisions in force shall be applicable, including Article 346 of the Criminal Code.

Article 4 – Obligation of Confidentiality
The Chairman and the members of the Board shall apply, during their entire terms of office and even after their mandate, the professional confidentiality on all the information they have seen on the occasion of performing their tasks or due to it. This obligation includes the information deemed confidential by the Administration, in accordance with its regulations and ordinances. The Chairman and members of the Board shall sign a written Pledge of Confidentiality immediately when the decision of their appointment is issued, and this Pledge shall be deposited at the office of the Ministry of Energy and Water.

المادة 3 - موجب الامتناع عن العمل

1-3 يُمنع على رئيس وأعضاء مجلس إدارة الهيئة خلال مدة ولايتهم وبعد مدة لا تقل عن السنتين من انتهاءها، أن يتولوا بشكل مباشر أو غير مباشر أي موقع أو مسؤولية في الشركات التي تقوم بأنشطة بترولية في لبنان أو الشركات المثبتة عنها أو التابعة لها.

في حال إخلال عضو مجلس إدارة الهيئة بهذا المفعول بحده الأحكام المرعية الإجراء لا سيما المادة 346 من قانون العقوبات.

المادة 4- موجب السرية

يُلزم رئيس وأعضاء مجلس إدارة الهيئة، طيلة مدة ولايتهم وحتى بعد انتهاءها، بالسرية المهنية بالنسبة لكل المعلومات التي أطلعوا عليها مناسبةقيامهم بمهامهم أو بسببها. يشمل هذا الموجب المعلومات التي تصنفها الهيئة على أنها سرية وفقاً لأنظمتها وقراراتها. يوقع رئيس وأعضاء الهيئة على تعهد خطي بالسرية المهنية فور صدور قرار تعيينهم بودع لدى ديوان وزارة الطاقة والمياه.
Article 5. The Board members are prohibited from performing the following acts:

1. To communicate with companies operating in the sector, without having submitted a written notice to the Chairman of the Board.
2. To give statements to the media without prior permission from the Minister of Energy and Water.

Article 6 – The member of Administration shall be held responsible from a disciplinary standpoint, and may be subject to disciplinary sanctions from the Higher Disciplinary Council in case he/she breaches the duties stipulated by the laws and regulations in force, whether intentionally or recklessly. Such disciplinary action does not prevent the relevant member, where appropriate, to be prosecuted by the competent civil and criminal courts.

The Minister may issue a reasoned decision in the cases where a member violates his own job duties, referring the violating member to the Higher Disciplinary Council, so that he/she will receive a notice, followed by a warning, followed by a deduction of no less than five percent of his allocations, which applies if the member receives two warnings within a one-year period.

Article 7 – Expiration of membership, termination of service and dismissal

7 – 1. The mandate of the Chairman and each member of the Board shall expire on the death, resignation, termination of membership, or dismissal.
7 – 2. In case of uncertainty that enormous breach has occurred to the obligations of the financial duties, the Minister of Energy and Water shall refer the subject to the Public Audit Court for investigation, which will in turn submit a report back to the Minister of Energy and Water to act in accordance with the established procedures.
7 – 3. The acts that breach the provisions of Article 17 shall result in the member’s termination of service.
7 – 4. The bribery and breach abovementioned in Article 4, as well as the frequent deduction from allocations, are all considered as enormous breach of job duties, which shall result in dismissal, upon a decree issued by the Council of Ministers, pursuant to a proposal from the Minister of Energy and Water, on the condition that the Administration keeps the right to prosecute the party in breach in accordance with the laws in force.

Article 8 – Structure of the Administration

8 – 1. The Administration shall establish six administrative units as follows:

- The Unit of Strategic Planning
The Unit of Technical and Engineering Affairs
- The Unit of Geology and Geophysics
- The Unit of Legal Affairs
- The Unit of Economic and Financial Affairs
- The Unit of Quality, Health, Safety and Environment (QHSE)

8 – 2. These units shall perform the tasks and exercise the powers stipulated in the present Decree, whereby the coordination among the units shall be conducted by the Heads of Units, under the supervision of the Chairman of the Board.

Article 9 – Tasks of the Units
Each Unit in the Administration would be responsible for the determined tasks as follows:

- The Unit of Strategic Planning: This Unit is responsible for:
  1- Setting up the plans related to the exploration and areas where Petroleum Activities will be conducted.
  2- Conducting economic and financial studies related to the sector of exploration, extraction and production, in addition to the relevant supplementary activities.
  3- Preparing studies about the optimization of State benefits generated by Petroleum Activities, by setting up expectations on the entire Government Take as stipulated by the Exploration and Production Agreements, as well as the timing of the State Participation in Petroleum Activities.
  4- Proposing draft provisions that stipulate updating and developing the work of the Unit.

- The Unit of Technical and Engineering Affairs: this Unit is responsible for all the technical issues related to the Petroleum Activities, such as:
  1- Examining and assessing the applications submitted by the parties who wish to obtain licenses, from a technical and engineering standpoint.
  2- Examining the Plans for Development and Production, as well as the Plans related to the placement and operation of facilities, submitted by Right Holders or Operators.
  3- Tracking and monitoring the actions taken in Petroleum Activities. Following up on the technical and engineering issues related to the Reservoir management, including the enhancement of production.
and extraction, and the life extension of the Reservoir.

4- Conducting studies for the evaluation of Petroleum resources in general, and the stocks of Reservoirs in particular.

5- Verifying and tracking the applications and inquiries submitted by Operators or Right Holders, from a technical and engineering standpoint.

6- Ensuring the proper implementation of the Exploration and Production Agreements, from a technical standpoint.

7- Tracking the updates and successful international experiments related to modern technologies, conducting implementation studies on the introduction of the technology used in the Petroleum Activities, and monitoring the use of technologies by the Operators.

8- Designing, implementing and developing a digital database to store, extract and analyze the data related to development and production.

9- Proposing draft provisions that stipulate updating and developing the activity of the Unit.

- The Unit of Geology and Geophysics: this Unit is responsible for all the affairs related to geology and geophysics, including:
  1- Managing the Data room, saving and archiving the data related to the Petroleum activities.
  2- Presenting surveys and data, in addition to promoting the offshore areas.
  3- Examining and assessing the applications submitted by the parties who wish to obtain licenses, from a geological and geophysical standpoint.
  4- Contributing to the examination of applications and inquiries submitted by Operators or Right Holders, from a geological and geophysical standpoint.
  5- Saving substantial and digital geological information, as well as samples collected from the Petroleum Activities.
  6- Participating in the examination of the plans for Development and Production submitted by Right Holders.
  7- Designing, implementing and developing a digital database to store, extract and analyze the data related to exploration and petroleum resources.
  8- Proposing draft provisions that stipulate updating and developing the activity of the Unit.

- The Unit of Legal Affairs: this Unit is responsible for all the legal affairs, and for affairs related to licensing and Exploration and Production Agreements, including for example:
  1- Monitoring the compliance of Right Holders and Operators with the
provisions of the Offshore Petroleum Resources Law and the relevant applicable decrees, the Exploration and Production Agreements, and the organizational decisions issued by the Minister of Energy and Water.

2. Supervising the administration of the Petroleum Register.

3. Following up on licenses’ awards, their issuance operations and their registration in the Petroleum Register.

4. Conducting legal studies, drafting project laws and decrees, in order to address the sector’s needs and update its legal framework.

5. Verifying and tracking the applications and inquiries submitted by Operators or Right Holders, from a legal standpoint.

6. Filing all the conflicts or cases relevant to the Administration, and following-up on the settlement and arbitration procedures, in line with the provisions of Law no. 440, dated 01/08/2002 (amendment of some provisions of the Code of Civil Procedure relevant to arbitration).

7. Providing the Board and other units with the legal opinions on the powers of the Administration, in line with the applicable law.

8. Drafting the contracts and agreements used to negotiate with the corporate contractors, and reconsidering them accordingly.

The Unit of Economic and Financial Affairs: this Unit is responsible for all the economic affairs related to Petroleum Resources, including for example:

1. Examining the applications submitted by the parties who wish to obtain licenses, from an economic and financial standpoint.

2. Verifying and tracking the applications and inquiries submitted by Operators or Right Holders, from an economic and financial standpoint.

3. Conducting economic and financial researches and studies related to the petroleum sector and its potential development.

4. Drafting policies related to the entire Government Take, upon the launching of licensing rounds.

5. Managing the accounting and administrative systems, and simulating the different scenarios of Exploration and Production.

6. Evaluating the impact of the international market movement of petroleum products on the local Petroleum Activities.

7. Proposing sales or investment policies for the extracted Petroleum.

8. Monitoring the compliance of Right Holders and Contractors with the accounting rules in force relevant to Petroleum.

• سبيل المثال:

1. مراقبة التزام أصحاب الحقوق والمشغلين بأحكام قانون الموارد البترولية في المياه البحرية والمراسم التطبيقية العادية له والتفاقيات الاستكشاف والانتاج والقرارات التنظيمية الصادرة عن الوزير.

2. الاشراف على إدارة السجل البترولي.

3. متابعة منح التراخيص وعمليات إصدارها وقيدها في السجل البترولي.

4. إعداد الدراسات القانونية وتحضير مشاريع القواعد والمراسيم من أجل تلبية حاجات القطاع وتحديث إطار القانون.

5. تدقيق وثائق الطلبات والاستفادات المقدمة من المشغلين أو أصحاب الحقوق من الناحية القانونية.


7. تزويج مجلس إدارة الهيئة وبقية الوحدات بالأراء القانونية حول صلاحيات الهيئة وفقًا للاحتياجات المقررة.

8. إعادة صيغة التفاوض والأتفاقيات التي تتعلق بشركتي مع الشركاء المتعاقدين وإعادة النظر فيها حسب الحاجة.

وحدة الشؤون الاقتصادية والمالية: تتولى هذه الوحدة جميع الشؤون الاقتصادية المتعلقة بالموارد البترولية ومنها على سبيل المثال:

1. دراسة الطلبات التي يقدمها الراغبون في التراخيص من الناحية الاقتصادية والمالية.

2. تدقيق وثائق الطلبات والاستفادات المقدمة من المشغلين أو أصحاب الحقوق من الناحية الاقتصادية والمالية.

3. إجراء الأبحاث والدراسات الاقتصادية والمالية المتعلقة بالقطاع البترولي وتطويرها.

4. اقتراح السياسات المتعلقة بالحصة الكاملة للدولة لدى إطلاق دورات التراخيص.

5. إدارتا الإنشاءات والعلاقات الإدارية ومحاكاة سيارويوات الإستكشاف والانتاج المختلفة.
Activities.
9- Monitoring and calculating the Cost Petroleum, the Profit Petroleum, and the cash flows of the Right Holders.
10- Auditing the accounts related to Royalty, in cooperation with the Unit of Technical and Engineering Affairs, in terms of production measurements.
11- Calculating the Area Fee and checking that correct payments are made by license holders. As well as reviewing the fee levels pursuant to the relevant decrees.
12- Approving the plans and monitoring the accumulated funds related to decommissioning a facility upon cessation of activities.
13- Coordinating with the relevant services at the Ministry of Finance, in line with the agreed mechanisms.
14- Proposing draft provisions that stipulate updating the Unit activity.

• The Unit of Quality, Health, Safety and Environment (QHSE Unit): this Unit is responsible for all the affairs related to the Quality Systems of Operators, as well as their compliance with health, safety and environment conditions, in particular:
1- Examining the applications submitted by applicants to obtain licenses, in terms of the performance quality of operation, health, safety and environment.
2- Verifying and tracking the applications and inquiries submitted by Operators or Right Holders, in terms of the performance quality of operation, health, safety and environment.
3- Examining the plans related to performance quality, health, environment, safety and emergency plans.
4- Monitoring the preparedness of Operators with a view to dealing with incidents, accidents or emergencies.
5- Receiving reports on incidents and accidents from Operators, and taking the appropriate decisions to prevent or deter them on the short term or long term.
6- Examining the safety areas and borders.
7- Coordinating with the competent authorities in aspects related to
8. Monitoring the compliance of Operators with the safety and protection regulations for workers, health and environment.
9. Reviewing the studies relevant to the evaluation of the environmental impact, in coordination with the competent authorities.
10. Examining the effect of these activities on health and environment, occupational safety, local communities, and regional environmental communities.
11. Monitoring the facilities and ensuring their effectiveness, and the compliance of Petroleum Activities with the environmental criteria, as well as the health and safety criteria.
12. Proposing draft provisions that stipulate updating the activity of this Unit.

Article 10 – General functions of the Board

a. The Board shall have the power to create task groups that gather specific members from the relevant Units, to execute some functions that require multiple experiences.

b. The Board shall coordinate the work across the different Units, and make decisions, and approve the appropriate recommendations and feedback relevant to the following functions:
1. Preparing for licensing rounds.
2. Qualifying the companies to work in the Petroleum Activities.
3. Evaluating the applications submitted to obtain licenses and providing the Minister of Energy and Water with the proper recommendations to negotiate with these companies.
4. Communicating with the companies about the submission of applications and relevant reports to the Minister of Energy and Water.
5. Negotiating with the applicant companies, with the consent of the Minister of Energy and Water and pursuant to the decision of the Board.
6. Evaluating the negotiation results, and providing recommendations and opinions on awarding licenses.
7. Discussing the principles of the plans for Development and Production or the plans for the development of facilities, while being set up, with the Right Holders and Operator.
8. Providing recommendations on the plans for Development and Production and the plans for the development of facilities.
9. Coordinating and organizing the operations conducted by the

- التنسيق مع الإدارات المختصة في الجوانب المتعلقة بالشؤون البيئية.
- مراقبة مدى تقدم المشغلين بأنظمة السلامة والحماية للعمال والصحة والبيئة.
- مراجعة الدراسات المتعلقة بتقييم الأثر البيئي بالتنسيق مع الإدارات المعنية.
- دراسة تأثير الأنشطة على البيئة والصحة والسلامة المهنية والمجتمعات المحلية والبيئة الإقليمية.
- مراقبة المشاريع والتاكيد من فاعليتها ومن مدى انسياب الأنشطة البترولية مع المعايير البيئية ومعايير الصحة والسلامة.
- اقتراح النصوص الآلية لتحديد نشاط الوحدة.

المادة 10 - المهام العامة لمجلس إدارة الهيئة

أ. لใคร ي질ع نقطة تشكيل فرق عمل تجمع بين أعضاء محددين من الوحدات المعنية لإنجاز بعض المهام التي تتطلب خبرات متعددة، يقوم مجلس الإدارة بتقنيق العمل بين مختلف الوحدات، وينبغي القرار ويوافق على التوصيات والردود المناسبة بشأن المهام التالية:

1. التحضيرات المتعلقة بدورات التراخيص.
2. تأهيل الشركات للعمل في الأنشطة البترولية.
3. تقييم الطلبات للحصول على التراخيص والتوصيات للوزير بخصوص التفاوض معها.
4. التواصل مع الشركات فيما يخص تقديم الطلبات وتقديم التقارير بشأنها للوزير.
5. التفاوض بمواقف الوزير مع الشركات المتقدمة بالطلبات بناءً على قرار من مجلس إدارة الهيئة.
6. تقديم نماذج المفاوضات وتقييم التوصيات والأراء لمنح التراخيص.

ب. مناقشة مبادئ خطط التطوير والإنتاج أو خطط تطوير المشاريع، أثناء تحضيرهما مع أصحاب الحقوق والمشغل.

- تقديم التوصيات المتعلقة بخطط التطوير والإنتاج وخطط تطوير المشاريع.
- تنسيق وتنظيم عمليات مراقبة الأنشطة البترولية من قبل السلطات
competent authorities to monitor the Petroleum Activities.

10- Answering the claims and inquiries submitted by Right Holders and Operators.

11- Providing recommendations and opinions on the legislations, decrees and negotiation documents relevant to the Petroleum Activities.

12- Submitting periodic reports to the Minister concerning the Petroleum Activities and the relevant policies and plans, for validation in accordance with due procedures, and for submission to the Cabinet when necessary.

13- Coordinating with the scientific research centers.

14- Establishing and developing a common digital equipment to store data, cover the needs of Administration’s Units, and facilitate the data reception, exchange, and promotion across the companies and academic centers, under the cooperation agreements, while taking into account the applicable provisions on data confidentiality.

15- Setting up programs to develop the competencies of the Administration’s staff, including the cooperation with the Right Holders for this purpose.

16- Encouraging and developing the projects of research and technical development with Right Holders and Operators.

c. The Board shall be responsible for implementing:
1- Communication systems and equipment, internally and externally.
2- Correspondence archiving systems.
3- Exclusive digital databases for the Administration.
4- Policies and plans to develop the competencies of Board members and contractors.

Article 11 – Powers and functions of the Board Chairman

11-1. The Chairman of the Board is responsible for tracking the proper implementation of the powers and functions entrusted to the Administration, three divisions fall under his authority:

a. The Administrative Affairs Division, which is responsible for the registration tasks of the Administration, including the human resources and secretariat of the Board.

b. The Financial Affairs Division, which is responsible for the accounting tasks, preparing budget and account cut-off, salary payment and employee wages, salaries or service fees for contractors, and remunerations for Board members.

c. The Board shall be responsible for implementing:

1- Communication systems and equipment, internally and externally.
2- Correspondence archiving systems.
3- Exclusive digital databases for the Administration.
4- Policies and plans to develop the competencies of Board members and contractors.

المادة 11 - صلاحيات رئيس مجلس إدارة الهيئة ومهامه

11-1. يتولى رئيس مجلس إدارة الهيئة السهر على حسن تفليذ المهام والصلاحيات المناطة به بالهيئة، وتفتيح له ثلاثة أقسام هي: 
أ. قسم الشؤون الإدارية، ويتولى المهام القلبية للهيئة والموارد البشرية وامانة سر مجلس إدارة الهيئة.

ب. قسم الشؤون المالية، ويتولى المهام المحاسبية واعداد مشروع الموازنة وقطع الحساب، ودفع رواتب المستخدمين وأجور الأداء، وأجور أو ثمن خدمات المتعاقدين وتعويضات
c. The Internal Auditing Division, which is responsible for auditing the mechanisms and the accuracy of the adopted internal procedures.

11 – 2. The Chairman of the Board shall act as a liaison between the Minister of Energy and Water and the Administration.
11 – 3. The member of the Board, while being appointed as a Chairman of the Board, shall combine between chairing his own Unit and leading the administrative body of the Chairman Unit.
11 – 4. The Chairman of the Board shall carry out the following powers:
   a. Chairing the administrative body as chairman of the Administration board and as hierarchical president of the Administration personnel.
   b. Representing the Administration towards third-parties and before the judiciary, and signing on the Administration’s behalf.
   c. Calling for Board meetings, setting agendas, planning and managing Board meetings.
   d. Conducting operations in the Administration’s account at the Central Bank of Lebanon, in no more than ten million Lebanese Pounds.

11 – 5. The Chairman of the Board shall carry out the following functions:
   a. Monitoring the execution of decisions, the application of the relevant provisions in force, and the management of the Administration and day-to-day business.
   b. Coordinating across the Units to ensure their proper functioning.
   c. Transferring the Administration’s budget draft and account cut-off of the preceding fiscal year to the Minister of Energy and Water.
   d. Transferring the proposals, opinions, and recommendations stipulated by the law and issued by the Board, to the Minister of Energy and Water.
   e. Managing the divisions that fall directly under his authority.
   f. In the event of absence or disability of the Chairman, the eldest member shall replace him.

Article 12 – Functions and allowances of Board members
12 – 1. The decree appointing Board members determines the due lump-sum compensations, due regard shall be given to the obligation of omission to act and the annual leaves to which they are entitled. The Board members and their families benefit from comprehensive health coverage and occupational risk coverage at a recognized insurance company.
12 – 2. Each member of the Board shall undertake the management of one Unit, taking into account the specified knowledge and expertise as per the decree of appointment. Each member of the Board shall lead the
contractors under his own Unit, and proceed with the distribution of functions among them. 
12 – 3. Each member, in the event of travel or sickness, may appoint another member to perform his duties while being absent for less than a one-week period. However, in the event of travel or sickness of the member for more than one week, the Minister of Energy and Water may appoint another member to perform the duties of the absent member.

Article 13 – Periodic meetings
13 – 1. The Board shall hold periodic meetings at least once every two weeks, with no need to send invitations from the Chairman. The date of the meeting shall be set on the first session of the Board, and if the meeting could not be held for whatever reason, the Board shall convene on the following day.
13 – 2. The abovementioned periodic sessions shall adopt an agenda that focuses on debating over the work of the Administration, and over any issues that may be raised by the Chairman or members.
13 – 3. The Chairman of the Board shall set the agenda, which in turn must be communicated to all members at least two days before the meeting date.
13 – 4. The agenda shall be communicated to the Board members by any appropriate means, including e-mail.

Article 14 – Additional meetings
15 – 1. The Board may hold additional meetings. The Chairman of the Board shall set the dates of any additional meetings to be held.
15 – 2. The Board may also hold a meeting, at the invitation of the Chairman and at the request of two members at least, for the purpose of examining specific issues, on the condition of communicating the meeting agenda and date to the Chairman and other members, in a written form of via e-mail, at least twenty-four hours before the time of the meeting.
15 – 3. The Board may disregard the legal formalities stated in paragraphs

المادة 13- الاجتماعات الدورية
13-1 يجتمع مجلس إدارة الهيئة بشكل دوري، مرة واحدة على الأقل، كل أسبوعين دون الحاجة إلى توجيه دعوة من رئيسه.
13-2 يحدد موعد الاجتماع في الجلسة الأولى التي يعقدها مجلس الإدارة، وفي حال عدم انعقاد الاجتماع لأي سبب كان، ينعقد الاجتماع في اليوم الذي يليه.
13-3 يخصص جدول أعمال الجلسات الدورية المذكورة للبحث في شؤون أعمال الهيئة وتأي مواضيع تطرح من قبل الرئيس أو أي من الأعضاء.
13-4 يبعد رئيس مجلس الإدارة جدول الأعمال ويبلغه إلى الأعضاء قبل موعد الاجتماع يومين على الأقل.
13-4 يبلغ جدول الأعمال إلى أعضاء مجلس إدارة الهيئة بأي وسيلة مناسبة بما فيه البريد الإلكتروني.

المادة 14- الاجتماعات الإضافية
15-1 يمكن لمجلس إدارة الهيئة أن يعقد إجتماعات إضافية.
15-2 يحدد رئيس مجلس إدارة الهيئة موعد الاجتماعات الإضافية.
15-2 يجتمع مجلس الإدارة أيضاً بدعوة من رئيسيه بناءً على طلب مقدم من عضوين على الأقل لدراسة مسألة محددة، على أن يصار إلى إبلاغ موعد الجلسة وجدول أعمالها خطياً أو إلكترونياً إلى الرئيس والأعضاء الآخرين قبل أربع وعشرين ساعة على الأقل من موعد الاجتماع.
1 and 2 of the present article if the meeting is attended by all the members. Any member of the Board may request the examination of a subject that is not listed on the agenda, on the condition of communicating it to the Chairman and the other members, in a written form or via e-mail, at least one day before the date of the meeting. The Chairman may choose whether to list the subject or not on the agenda, provided that he lists it on the agenda of the next meeting. As for the urgent subjects, any member of the Board may request the Chairman to raise them up from outside the agenda. When necessary, Board meetings may be held during official holidays, provided that the relevant decision is taken unanimously by all members.

Article 15 – Quorum and majority
15 – 1. At the Board meetings, the quorum consists of the presence or the representation of the absolute majority of the members.
15 – 2. Decisions of the Board shall be taken by the absolute majority of its members. The vote of the Chairman is deemed a casting vote when a decision must be taken. As for the recommendations and opinions issued by the Administration, the Administration shall make decision unanimously, however, if unanimity has not been achieved, each member may include his written objection in the recommendation or the opinion.
15 – 3. When strictly necessary, the Board member may delegate another member to represent him in the meetings under a written letter, provided that the absent member has justified his absence and provided his written comments on all the subjects listed on the agenda, and on the condition of distributing these comments to all members. The absent member shall show the reasons of his absence in the next meeting held by the Administration. A member shall not represent more than one other member.
15 – 4. If the Chairman, or any member of Board fails to attend three consecutive meetings or six meetings in one year, without any legitimate excuse, then he is deemed to have resigned ex officio in accordance with the law, his resignation shall be confirmed by a decree issued by the Cabinet, based on the proposal of the Minister of Energy and Water. In
order to apply the provisions of this paragraph, a one-year period shall be
counted after the first absence of the member without legitimate excuse.

Article 16 – Voting and meeting procedures
16 – 1. Voting during the meetings shall be made by raising hands.
16 – 2. The Head of Administrative Affairs Division is responsible for the
secretariat functions.
16 – 3. The session minutes must include the deliberations, decisions and
dissenting views if any, and shall be signed by the Chairman and the
attending members.
16 – 4. Any member of the Board may have access to the minutes of
sessions at the Administration headquarters.

Article 17 – The following decisions shall be subject to the validation of the
Minister:
1- Traveling abroad.
2- Financial decisions related to the management of the
Administration Funds, as stipulated in the Section Two of the
Budget, and which value exceeds thirty million Lebanese Pounds.
3- Decisions related to contracting and service termination for the
contractor.
4- Decisions related to media appearance, statements and
conferences.

Article 18 – The entry into force of the Administration’s decisions

The decisions of the Board would take effect starting the date of their
issuance, if they were related to internal issues that are out of the scope of
the Minister’s mandate, and starting the date of their validation, if they
were subject to the validation of the Minister, and starting the date of their
communication to the relevant persons if they were relevant to them.
Section two
The Financial System

Article 19 – The fiscal year
The fiscal year begins on the first of January and ends on the thirty-one of December of each year.

Article 20 – The budgeting
20 – 1. The Chairman, assisted by the Division of Financial Affairs, shall prepare the yearly draft budget and account cut-off corresponding to the precedent year, and submit it to the Board for issuance.
20 – 2. The Board shall finalize the budget of the following year and submit it to the Minister of Energy and Water before the first of March of each year; the Minister shall validate the budget before the first of April.
20 – 3. After submitting the budget to the Minister of Energy and Water, the latter may reject it with a justified decision, and the Board shall set another draft budget and submit it to the Minister of Energy and Water within a one-week time limit after rejection. If the Minister of Energy and Water does not agree on the draft budget, then the draft shall be submitted to the Cabinet to take a decision on it.
20 – 4. The Minister of Energy and Water shall list the contribution of the Administration in the draft budget that he will submit to the Ministry of Finance, this share must be equal to the total of the estimated expenditures of this Administration.
20 – 5. The budget of the Administration shall take into account the compensations and salaries to pay, in accordance with the salary scale adopted in a decree issued by the Cabinet, pursuant to a proposal from the Minister of Energy and Water.

Article 21 – Rules of budgeting
21 – 1. While preparing the draft budget, the Chairman of the Board shall take into consideration the suggestions submitted by each member related to the Unit he leads.
21 – 2. The expenditures of the following year shall be estimated based on the following two elements:

- The expenditures of the last year when the account was cut.
- The expenditures of the last few months of the current year.

The expected developments for the following year shall also be taken into consideration.

Article 22 – Management of the Administration’s Fund

22 – 1. Management of the Administration account:

- The funds of the Administration shall be deposited into the account opened at the Central Bank of Lebanon, in the name of the Public Treasury.
- The Administration is prohibited from opening any account at a private bank, or any special account for itself at the Central Bank of Lebanon.
- The operations of the Administration’s account at the Central Bank of Lebanon shall be conducted upon the signature of the Chairman or upon the signature of his representative, jointly with the signature of an authorized member of the Board.
- The ceiling of ordinary expenditures (first section), which the Chairman may use without going back to the Board, shall be limited to ten million Lebanese Pounds, and thirty million Lebanese Pounds for the Board.
- The ceiling of expenditures related to processing and establishing the budget (second section), which the Board may use without validation from the Minister, is thirty million Lebanese Pounds.

22 – 2. Provisions related to the Administration’s budget:

- The Administration may transfer funds from one clause to another upon a decision issued by the Board, after the approval of the Minister of Energy and Water.
- The Administration may transfer funds from one paragraph to another upon a decision issued by the Board.

Article 23 – Special provisions for the first fiscal year

23 – 1. The first fiscal year shall begin at the issuance date of the first decree appointing the Chairman and Board members, and ends on the 31st of December of that same year.

المادة 21-2

تقدر نفقات السنة التالية استنادًا إلى العنصرين التاليين:

- نفقات السنة الأخرى التي أخرج مشروع قطع حسابها.
- نفقات الأشهر المنصرمة من السنة الجارية.

كما تؤخذ بعين الاعتبار التطورات المرتقبة في السنة التالية.

المادة 22- إداره أموال الهيئة

22-1

إدارة حساب الهيئة:

- تودع الأموال المقدمة للهيئة في حساب مفتوح لدى مصرف لبنان باسم الخزينة العامة.
- يحظر على الهيئة فتح حسابات في المصارف الخاصة أو فتح حساب خاص بها في مصرف لبنان.
- يتم تحريك حساب الهيئة لدى مصرف لبنان بتوقيع رئيس مجلس إدارة الهيئة أو من ينوب عنه بالاتفاق مع عضو مفوض من قبل مجلس إدارة الهيئة.

22-2

أحكام متعلقة بميزانية الهيئة:

- يحق للهيئة نقل اعتمادات من بنود إلى بنود بناءً على قرار صادر عن مجلس إدارة الهيئة بعد موافقة وزير الطاقة والطاقة والمياه.
- يحق للهيئة نقل اعتمادات من فترة إلى فترة بناءً على قرار صادر عن مجلس إدارة الهيئة.

المادة 23- أحكام خاصة بالسنة المالية الأولى

ت consc the السنة المالية الأولى من تاريخ صدور أول مرسوم تعيين رئيس وأعضاء مجلس إدارة الهيئة حتى 31 كانون الأول من السنة ذاتها.
The Administration shall be given a treasury advance in order to cover the estimated expenditures of the first fiscal year, provided that the draft budget of the following year, prepared by the Ministry of Energy and Water, takes it into account in addition to the yearly contribution, which must be part of the clause on contributions.

Article 24 – Regular reports drafted by the Administration

24 – 1. The Division of Financial Affairs shall submit quarterly reports to the Chairman, who in turn shall bring it to the attention of the members. A copy of this report shall be sent to the Ministry of Energy and Water, which in turn shall communicate it to the Ministry of Finance and the Court of Accounts.

This report shall include:

a. The chart of accounts owned by the Administration during the past period of the current fiscal year, against the accounts of the corresponding period of the preceding fiscal year.

b. The table of expenditures made by the Administration during the current quarter, and the explanation for any extraordinary items listed in this table.

24 – 2. The Division of Financial Affairs shall draft the annual financial report, which is then submitted by the Chairman to the Minister of Energy and Water, after the validation of the Board; copies of this report shall be sent to the Ministry of Finance and to the Court of Accounts.

24 – 3. The content of these reports shall be published on the web page of the Administration.

Article 25 – Auditing the Administration’s accounts

25 – 1. The provisions of Article 73 of the Budget Law of year 2001 shall be applied, related to the appointment of an Audit and Accounts Office that performs the independent auditing functions of the Administration. Contracts with the same Audit and Accounts Office shall not be renewed for more than five consecutive years.

25 – 2. The Audit and Accounts Office shall submit its report to the relevant authorities, in accordance with the fifth paragraph of Article 73 of the Budget Law of year 2001, before 31/03 of each year, in terms of the accounts of the preceding fiscal year.
Article 26 – Archiving the accounting documents
The administration shall archive the financial and accounting documents for a minimum period of ten years.

Section three
The Contractors’ regulations

Article 27 – The following terms, wherever they appear in the present regulations, have the following definitions:
- The Administration: Petroleum Administration Lebanon
- The Board: the Board of the Administration
- The Chairman: the Chairman of the Board
- The Regulations: the contractors’ regulations
- The Contractors: the Contractor is the party performing work for the Administration, for a limited period of time, which requires specific knowledge and qualifications within the notable appropriations for this purpose. Parties shall be contracted whenever necessary by a decision of the Chairman, which is subject to the approval of the Administration and the validation of the Minister.

Article 28 – The Contractors
The Administration, represented by the Chairman of the Board, may contract Lebanese persons to carry out the missions stipulated in the job description cards, within the appropriations mentioned in the Budget. The contract shall include the special provisions and requirements applicable to the contractor, which shall mention:
- The work to be completed.
- Qualifications and expertise of the contractor.
- Salary of the contractor.
- Term of the contract.
- Time and place of work.

المادة 26- حفظ المستندات المحاسبية
تحتفظ الهيئة بالمستندات المالية والمحاسبية لمدة عشر سنوات على الأقل.

المادة 27- يقصد بالعبارات التالية أيهما وردت في هذا النظام المعاني الآتية:
- الهيئة: هيئة إدارة قطاع البترول
- المجلس: مجلس إدارة الهيئة
- الرئيس: رئيس مجلس الإدارة
- النظام: نظام المتعاقدين
- المتعاقدون: المتعاقد هو من يقوم بعمل لمدة معينة لدى الهيئة، يتطلب معارف أو مهارات خاصة ضمن حدود الاعتمادات الملحوظة لهذه الغاية. يتم التعاقد كلما دعت الحاجة، بقرار من الرئيس يخضع لموافقة الإدارة ومصادقة الوزير.

المادة 28- المتعاقدون
يجوز للمشترك رئيس مجلس الإدارة التعاقد مع أشخاص لبنانيين لتولي المهام المنصوص عليها في بطاقة الوصف الوظيفي وذلك ضمن نطاق الاعتمادات الملحوظة في الموازنة.
يجب أن يتضمن العقد الأحكام والشروط الخاصة التي تطبق على المتعاقد. وأن يذكر فيها:
- العمل المطلوب انجازه.
- مهارات المتعاقد وخبراته.
- راتبه.
- مدة العقد.
- دوم ومكان العمل.
Article 29 – General requirements for contracting

Each contractor candidate shall:

1 – Be Lebanese since more than ten years.
2 – Have completed twenty years of age and have not exceeded sixty years, the Contractor’s age shall be mentioned in the decision of his/her appointment, based on a certified copy of the extract of his/her civil status from the Directorate General of Personal Status.
3 – Be free from any diseases or disabilities that may prevent him/her from performing the job duties, based on the official medical statement issued by the Medical Commission of the Ministry of Public Health.
4 – Enjoy full civil rights and must have not been convicted of a felony or attempted felony, or a defamatory misdemeanor or attempt of defamatory misdemeanor, in accordance with the provisions of Article 4, clause 1, paragraph (e), of the legislative decree no. 112, dated 12/06/1956 (Staff Regulations).
5 – Hold the required scientific degrees and qualifications, or the practical experience required for the job, and must have passed the recruitment test under all the conditions required by the present Regulations.
6 – Have not been previously dismissed from a public office or service, at any public administration, institution, municipality or establishment which resources are mostly provided by the State, upon a disciplinary decision or termination of service pursuant to extraordinary legal provisions.

Article 30 – General duties of Contractors

In general, the contractor shall:

1 – Work for the sole purpose of public interest, benefit the Administration from all his/her work and experience, and seek to apply and implement the laws and regulations in force, without any abuse, breach or negligence.
2 – Be managed by his/her direct Head of Unit; execute his/her orders and instructions, except when these are clearly and explicitly against the law and regulations. In this case, the contractor shall draw the attention of his/her Head of Unit to the infraction, in written form, and is not required to execute it unless after getting the confirmation of his/her Head of Unit, in a written form, whereby he/she shall send copies of the correspondences to the Board.
3 – Be presentable and have good manners with his/her Head of Unit, colleagues and stakeholders.
4- Assume personal responsibility for the orders and instructions given by his/her superiors.

5- In case of belonging to a political or sectarian party, administration, council or association, give up on any duty or responsibility in the relevant party, administration, council or association.

Article 31 – Prohibited actions
The contractor is prohibited from performing any actions banned by the laws and regulations in force, including:

1- To strike, contrary to the laws and regulations in force for this party, or goad someone else to strike.

2- To disclose or publish, without the permission of the Chairman, speeches, statements, articles or texts, of any topic, including the topics related to the Administration.

3- To practice any other commercial or industrial profession or any paid career or trade, except teaching at a higher education institute or at high schools, in accordance with the special conditions for the employees of public administrations.

4- To perform any paid work that may harm the dignity of this employment or be associated to it.

5- To be a board member of a joint stock company (SAL), or a Limited Partnership, or a Partnership Limited by Shares; or to obtain direct financial benefit, or to take advantage through a third party from any institution dealing with the Administration, or from any institution monitored by the Administration, or implementing works for the Administration.

The contractor shall not get any salary for the period he/she spends in prison, while serving his/her sentence, unless convicted of unintentional offence.

Article 32 – Cases of salary cut

1- The Salary shall be cut for the contractor whose service is terminated, or who has resigned, or who has been dismissed, starting the day that follows the communication of the decision, or starting his/her actual dismissal from work if it happens before the communication of the decision.

2- The salary of the contractor deemed to have resigned, shall be cut pursuant to the provisions of the present Regulations, starting the day he/she must have returned to work.

المادة 31- الأعمال المحظورة

يحظر على المعتمد أن يقوم بأي عمل تمتعه القوانين والأنظمة النافذة ولا سيما:

1- أن يضرب عن العمل خلافاً للقوانين والأنظمة المعمول بها لهذه الجهة أو يعرض غيره على الاضراب.

2- أن يلفظ وأن ينذر بدون إذن خطي من الرئيسي خطباً أو تصريحات أو مقالات أو مؤلفات في أي شأن كان لا سبب المتعلقة بالهيئة.

3- أن يمارس أي مهنة تجارية أو صناعية أو أي مهنة أو خروفة مأجورة أخرى فيما عدا التدريس في أحد معاهد التعليم العالي أو إحدى مدارس التعليم الثانوي وفقاً للشروط المحددة لموظفي الإدارات العامة.

4- أن يقوم بأي عمل مأجور يتحسر من كرامة الوظيفة أو يكون له علاقة بها.

5- أن يكون عضواً في مجلس إدارة شركة مغلقة أو شركة تضامن أو شركة توصية مساهمة، أو أن يكون له مصلحة مادية مباشرة أو بواسطة الغير في مؤسسة تعامل مع الهيئة أو خاضعة لرقابتها أو في عمل تنتفع الهيئة.

لا يتقاضى المعتمد راتب عن المدة التي يقضيها في السجن تنفيذاً لعقوبة قضائية إلا إذا كان محكوماً بجنحة عن غير قصد.

المادة 32- الحالات التي يقطع فيها الراتب

1- يقطع الراتب عن المعتمد المصرف من الخدمة أو المستقيل أو المعزول وذلك اعتباراً من اليوم التالي تاريخ إبلاغه القرار أو منذ تاريخ انقطاعه الفعلي عن العمل إذا حصل ذلك قبل إجراء التبلغي.

2- يقطع الراتب عن المعتمد الذي يعتبر مستقيلاً بموجب أحكام هذا النظام الابتداء من اليوم الذي كان يجب عليه أن يعود فيه إلى وظيفته.
### Article 33 – Family allowance and bonuses

1. The Contractor, who is given a monthly salary, is also given the family allowance provided in the Social Security Law.
2. Marriage bonus: the Contractor is given the marriage bonus on the occasion of his/her marriage, this bonus is equivalent to a two-month salary, paid on the date of his/her marriage, it is given only once and is offered to both the husband and the wife if they are both Contractors of the Administration.
3. Baby bonus: the male Contractor whose wife had delivered a baby, is given a financial bonus that is equivalent to a one-month salary, on the day of birth, once for each baby, whereas the female Contractor is given the same bonus when she delivers a baby if her husband does not benefit from the same bonus at another institution or administration, however, if both the husband and the wife are contractors of the Administration, they are given only one bonus based on the highest salary.
4. Education grant: the Administration offers education grants to the children of Contractors, these grants are defined each year on a proposal of the Chairman and in accordance with the adopted grounds at the Cooperative of Government Employees. These grants are given on the decision of the Chairman.

### Article 34 – Overtime pay/compensation

1. The contractors, when necessary, may be assigned to complete additional works off the formal working hours, and thereby they shall be given overtime pay, which shall be determined based on a proposal by the Heads of Units. A written assignment shall be issued, upon a decision of the Chairman, before initiating the extra work.
2. The compensation amount for every hour of overtime is defined as 150 from the monthly salary of the contractor.
3. The remuneration shall be paid upon a decision of the chairman, in accordance with the certificate proving the evidence of completing the extra-work of which the contractor was charged.
4. The contractors may be given a lump-sum monthly remuneration for overtime extra-work to which they were assigned, while taking into consideration the following requirements:
   - These works shall require no less than six months to be completed;
   - The Board shall approve this compensation based on a proposal of the Chairman.

### المادة 33- التعويض العائلي والمنح

1- يعطى المتعاقد الذي يتقاضى راتبًا شهريًا التعويض العائلي المنصوص عليه في قانون المعاش الإجتماعي.

2- منحة الزواج: يعطى المتعاقد بمناسبة زواجه منحة مالية تعادل راتبه عن شهرين بتاريخ الزواج ولا تعطى هذه المنحة إلا مرة واحدة وتستحق هذه المنحة لكل من الزوج والزوجة عندما يكون متعاقدين في الهيئة.

3- منحة الولادة: يعطى المتعاقد بمناسبة وضع زوجته منحة مالية تعادل راتبه عن شهر بتاريخ الولادة على كل ولد، وتتخلى المتعاقدة عن الوضع المنحة ذاتها إذا كان زوجها لا يستفيد من هذه المنحة من مؤسسة أو إدارة أخرى، وإذا كان الزوج والزوجة كلاهما متعاقدين في الهيئة تدفع لهما منحة واحدة فقط بالاستناد إلى الراتب الأعلى.

4- المنحة التعليمية: تدفع الهيئة لتعويضها منح تعليم عن أولادهم بحدة سنوية، المجلس بناءً على اقتراح الرئيس وفقًا للأسس التي تعتمد لدى تعاونية موظف الدولة. تعطي هذه المنح بقرار من الرئيس.

### المادة 34- التعويض عن الأعمال الإضافية

1- يمكن عند الضرورة تكليف المتعاقدين القيام بأعمال إضافية خارج أوقات الدوام الرسمي وإعطائهم تعويضاً عن ساعات العمل الإضافية المحددة بناءً على اقتراح رؤساء الوحدات. ويجري التكليف خطيًّا بقرار من الرئيس قبل المباشرة بالعمل.

2- يحدد بدل التعويض عن كل ساعة عمل إضافي تغطيه من 150 من الراتب الشهري للمتعاقد.

3- يصرف بدل التعويض بقرار من الرئيس بناءً على إ birkaçة ثبوت قيام المتعاقد قبل بالعمل الإضافي المكرّل عليه.

4- يمكن منح المتعاقدين تعويضاً شهرياً مقطعاً عن أعمال إضافية خارج أوقات الدوام الرسمي يكلفون بها مع مراعاة الشروط التالية:
   - أن يقتضي تنفيذ هذه الأعمال مدة لا تقل عن السنة أشهر.
   - أن يقر هذا التعويض المجلس بناءً على اقتراح الرئيس.

5- تراعى في تحديد قيمة التعويض فئة المتعاقد نوعية الأعمال الإضافية التي كلفت القيام بها على أن لا يتجاوز الحد الأقصى لهذا التعويض 50%
While setting the compensation amount, the class of the contractor and the quality of his/her overtime extra-work shall be taken into consideration, provided that the maximum amount of this compensation does not exceed 50% of the monthly salary.

Article 35 – Compensation for night working hours
1- The night working hours start at 20:00 o’clock in the evening and end at 06:00 o’clock in the morning.
2- The compensation for night working hours shall be calculated at the rate of one hour and a half for every actual working hour.

Article 36 – Compensation for work hazards
The Administration shall pay to the contractors who have completed the works loaded with risks, a lump-sum monthly compensation equivalent to ten percent of their respective monthly salary, for all the working days; the nature of these works shall be defined upon a decision of the Board, based on the proposal of the Chairman, and shall be validated by the competent authority.

Article 37 – Housing
1- Upon a decision of the Chairman, the Administration may define and allocate to the contractors, whose work conditions require permanent residence in the Petroleum Facilities, the appropriate housing for their residence.
2- The contractors, whose work conditions require permanent residence in the Petroleum Facilities, and to whom the Administration cannot grant the appropriate housing for residence, shall be given a lump-sum monthly compensation equivalent to 25% of their basic salary.

Article 38 – Transport allowances and per diem rates
The Administration pays to the contractors who are relocated outside their work site for service reasons, daily transport allowances and per diem rates, which amount and conditions are defined upon a decision of the Board, on a proposal of the Chairman. The daily transport allowances may be replaced by a lump-sum monthly allowance, which amount is determined by the Board, upon a proposal of the Chairman, allocated to the Contractor who is bound to frequent relocation due to his/her job. The contractors are given the daily transport compensation (attendance compensation) in accordance with the provisions related to the State.


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- ﻣﻘﻄﻮع ﻗﺪره ﺗﻌﻮﯾﻀ 25 ﻣﻦ أﺳﺎس اﻟﺮاﺗﺐ

- ﻣﻘﻄﻮع ﻗﺪره ﺗﻌﻮﯾﻀ 25 ﻣﻦ أﺳﺎس اﻟﺮاﺗﺐ

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- ﻣﻘﻄﻮع ﻗﺪره ﺗﻌﻮﯾﻀ 25 ﻣﻦ أﺳﺎس اﻟﺮاﺗﺐ
employees. The transport allowance does not apply when the Administration provides the means of transport or residence at the workplace.

Article 39 – Material losses
1- The contractor may be given compensation for any material loss he/she suffers while completing the job tasks, or for any material loss that occurs in consequence of the compelling circumstances he/she has to face due to the job.
2- The compensation shall not be given if loss occurred due to the negligence or fault of the Contractor.
3- The damaged Contractor shall submit the request of compensation within fifteen days from the date of injury. However, if compelling circumstances prevented him/her from submitting the request within this time limit, then he/she must submit a request at the end of the compelling circumstances; the right of the Contractor to obtain compensation shall be forfeited if he/she fails to abide by these conditions.
4- The compensation shall be provided by a decision of the Board, upon the proposal of the Chairman.

Article 40 - Sickness allowance in case of injuries caused by the job
1- If the Contractor suffers from any disease or illness due to his/her job duties, the Administration shall provide him with the treatment at its own expense, including all the necessary treatment fees such as the costs of clinical interviews, surgical procedures, X-ray imaging, laboratory analyses, medications and hospital fees, transport and per diem allowances. The injured Contractor shall receive the treatment in one of the hospitals contracted with the Administration at a reduced tariff; however, the Contractor is free to choose any other hospital, provided that he/she pays any extra fees added to the abovementioned tariff.
2- The Contractor may lose his/her right to treatment at the expense of the Administration if he/she fails to inform his/her direct superior about the disease or accident, within a maximum period of three working days from the date it occurred, provided that there is no legitimate excuse for that.

Article 41 – Sickness allowance in case of injury not caused by the job

المادة 39- الخسائر المادية
1- يمكن منح التعاقد تعويضاً عن خسارة مادية إصابته أثناء القيام بهمام وظيفته أو إذا كانت ناجمة عن ظروف قاهرة تعرض لها بسبب الوظيفة. لا يمنح التعويض إذا وقعت الخسارة بسبب إهمال التعاقد أو بسبب خطأ صادرين عنه.
2- على التعاقد المتضرر أن يقدم طلب التعويض خلال خمسة عشر يوماً من تاريخ وقوع الضرر، وإذا حالت ظروف قاهرة دون تقديم الطلب خلال هذه المدة يجب أن يقدم فوراً في التعويض إذا لم يقيد بهذه الشروط.
3- يمنح التعويض بقرار من المجلس بناء على اقتراح الرئيس.

المادة 40- المساعدات المرضية في حال الإصابة الناجمة عن الوظيفة
1- إذا أصيب التعاقد بمرض أو إصابة ناجمة عن القيام بمهامه تؤمن الهيئة على نفقتها موجب مالجاه بما تستلزم هذه المعالجة من نفقات معينة طبية وعمليات جراحية وفحص شعاعية ومخبرية ومن أدوية وأجور المستشفيات وأجرة نقل وانتقال، وبتعالج المصاب في إحدى المستشفيات المتعاقدة مع الهيئة وفقاً لتعريف مخفض، والتعاقد الحرية في اختيار أي مستشفى شرط أن يتمكّن كل زيادة عن التعريف المصار إلى أنها أعلاه.
2- يفقد التعاقد حقه بالمعالجة على حساب الهيئة إذا لم يعمد رئيسه المباشر بالمرض أو بالحدث في مدة أقصاها ثلاثية أيام عمل من تاريخ حصوله ما لم يكن هناك عذر مشروع.

المادة 41- المساعدات المرضية في حال الإصابة غير الناجمة عن الوظيفة
1- تطبق على مستخدمي الهيئة الأحكام المنصوص عليها في قانون الضمان الاجتماعي، المتعلقة بغرض ضمان المرض والأمومة مع احتفاظ التعاقدين
1- To all the employees of the Administration, shall be applied the provisions stipulated by the Social Security Law, related to the section of sickness and maternity security, while the Contractor shall preserve all the extra benefits in excess of those stipulated in the abovementioned law.

2- The husband/wife of the Contractor, who receives benefits from the National Social Security Fund (NSSF) or from the Cooperative of Government Employees, or who benefits from any other mutual fund, shall be entitled to benefit from the Fund of the Administration in the difference of health benefits between the tariff of the Administration and the amount given by his/her respective guarantor.

3- The Administration shall provide all the Contractors with:

First: The clinical interviews, medications, laboratory analyses and X-ray images:

a. Free clinical interviews at the physician(s) of the Administration for the Contractor and the family members under his/her custody.

b. Coverage of the difference amount in terms of clinical interviews with specialized physicians, between the tariff of the NSSF and the tariff decided by the Board, on a proposal of the Chairman.

c. Coverage of 10% of the invoice amount for the laboratory analyses, X-ray images and drugs, based on the tariff adopted by the Social Security.

Second: The hospitalization

a. Covering hospitalization costs at the hospitals contracted with the Administration for 90% of the difference amount between the NSSF tariff and the tariff decided by the Board on a proposal of the Chairman. The hospitalization costs shall include treatment fees of the injured person, including surgical procedures, hospital charges, X-ray scans, laboratory analyses and drugs.

b. Taking into consideration the preceding paragraph (2) of the present Article, the Contractor and his/her husband/wife, children, father, mother, brothers and sisters who are under his/her custody, shall be entitled to receive treatment at any of the hospitals contracted by the Administration, on the condition of obtaining prior approval of the Administration under normal circumstances, whereas in cases of emergency, they may access hospitalization provided that they inform the Administration within 48 hours and obtain approval. The Contractor and the family members under his/her custody may receive treatment at hospitals not under contract with the Administration, on the condition that they defray

كافة بالتقديمات الزائدة عن التقديمات المنصوص عليها في القانون المذكور.

2- يحق لزوج/زوجة المتعاقدين في الهيئة المستفيد من تقدمات الصندوق الوطني للضمان الاجتماعي أو تعويض موظفي الدولة أو تقدمات أي صندوق تعاضدي آخر أن يستفيد من صندوق الهيئة من الفرق في التقدمات الصحية بين عفرة الهيئة وعفرة الضامنة، وبناءً على قراراته.

3- تؤمن الهيئة لجميع متعادليها ما يلي:

أولاً: لجهة المعانيات الطبية والأدوية وفحوصات المخبرية والصور الشعاعية:

ا. المعاناة الطبية المجانية لدى طبيب أو أطباء الهيئة لكل من المتعاقد أو أفراد عائلته الذين هم في عهده.

ب. تغطية قيمة الفرق بالنسبة للمعانيات الطبية لدى الأطباء الأخصائيين بين تعريف الصندوق الوطني للضمان الاجتماعي والتعرفة التي يقرها المجتمع بناءً على اقتراح الرئيس.

ج. تغطية 10% من قيمة الفاتورة عن التحاليل المخبرية والصور الشعاعية والأدوية وفقًا للتعرفة المعتمدة من قبل الضمان الاجتماعي.

ثانياً: لجهة الاستشفاء:

أ. تغطية نفقات الاستشفاء لدى المستشفيات التي تعاني الهيئة معها بنسبة 90% من قيمة الفرق بين تعريف الصندوق الوطني للضمان الاجتماعي والتعرفة التي يقرها المجتمع بناءً على اقتراح الرئيس، وفقًا بنفقات الاستشفاء نفقات معالجة المصاب بما تشمل هذه المعالجة نفقات وعمليات جراحية وأجور المستشفيات وفحوصات شعاعية ومخبرية وموادية.

ب. مع مراعاة الفقرة (2) من هذه المادة، يحق للمتعادل وزوج/زوجة وأولاده وأب وأمه وأخواته الذين هم في عهده أن يتعاملوا لدى أية مستشفى من المستشفيات المعنية مع الهيئة شرط الحصول على موافقة مسبقة من الهيئة في الأحوال المعلبة، أما في الحالات الطارئة فيمكنه دخول المستشفى شرط إبلاغ الهيئة خلال 48 ساعة والحصول على الموافقة. يمكن للمتعادل وأفراد عائلته الذين هم في عهده، التدفوي في مستشفيات غير متعادلة مع الهيئة شرط تحمل الفرق بين عفرة الهيئة وعفرة المستشفى غير المتعاقدة.
the difference amount between the tariff of the Administration and the tariff of the non-contracted hospital.

c. Classes of hospitalization are defined as the following:
  - The Contractor and the family members under his/her custody shall be hospitalized in the first class if the Contractor is enrolled in one of the three higher classes of contractors.
  - The Contractor and the family members under his/her custody shall be hospitalized in the second class if the contractor is enrolled in the fourth or fifth category.

4. The contractors are entitled to benefit from dental service and optical glasses allowance in accordance with the tariff applicable by the Cooperative of Government Employees.

5. The Administration shall keep providing health benefits, such as medical services, treatment and hospitalization, to the contractors who have ended their services in consequence of reaching the legal age, or whose services have been terminated legitimately in accordance with the regulations in force, as well as to their family members, according to the tariff of the NSSF and the bases and legal and statutory provisions related to the security benefits and applied on the employees in service, provided that they do not benefit from the NSSF, or from the fund of Cooperative of Government Employees, or from any other mutual or common Fund.

6. The Administration shall deduct 3% every month from the basic monthly salary of each Contractor, this deduction shall go to the Fund of the Administration, as from the first month following the date when this system is in place, with the purpose of funding the health benefits scheme, which is the subject matter of this Article.

7. The Contractor who has ended his/her service in consequence of reaching the legal age, or whose service has been terminated legitimately in accordance with the regulations in force, who wishes to access the health benefits, shall pay 6% monthly from the value of the last basic salary he/she used to get, provided that the amount deducted is no less than 15% from the value of the minimum wage.

8. The Contractor who has ended his/her service in consequence of reaching the legal age, or whose service has been terminated legitimately, in accordance with the regulations in force, without signaling his/her will to access the health benefits at the time, is entitled to request access to these benefits whenever he/she wishes to, and his/her right to benefit shall become effective three months after the date when he/she submitted his/her request.
after paying the amount of all the due deductions since the date of his/her service end. The paragraphs (5, 6, 7 and 8 of this Article) shall be annulled ex officio when the pension scheme and social assistance (old-age security) is approved and put in place.

9- Hospitalization overseas: the Administration may, in light of its financial capacities, suggest regulations for hospitalization overseas, which shall be approved by a decree of the Council of Ministers, based on a proposal of the Minister.

Article 42 – Family assistance in the event of death of the Contractor

1- In the event of death of the Contractor due to an accident caused by the job, or in the case of termination of services due to:
   a. A complex flaw that arose firmly and directly while doing his/her job, and which reason does not stem from him/her making a major fault.
   b. The incapacity to continue the due to putting his/her own life at risk while saving the life of others, or due to his/her exposure to hazard, offence or accident while doing his/her job or because of it.

In addition to the severance pay to which he/she is entitled, the Contractor shall be given an additional compensation equivalent to twelve months.

2- In the event of death of the Contractor for a cause that is not related to the job, his/her family shall be given a financial assistance equivalent to the salary of nine months based on the last salary he/she used to get. The assistance in both cases shall be divided into equal shares allocated to his/her family members, namely the father, mother, children, spouse, brothers and sisters who were under the Contractor's custody before death.

3- This assistance is given upon a decision of the Chairman.

Article 43 – Contractor's assistance in the event of death of a family member

The Contractor shall be given, upon a decision of the Chairman, in the event of death of one of his/her parents, children or spouse, or in the event of death of one of his/her siblings who were under his/her custody, a financial assistance equivalent to the salary of one month, on the date of death.

9- والحماية الاجتماعية (ضمان الشيوعية) ووضعه موضوع التنفيذ. الاستثناء في الخارج: يُمكن للهيئة وفي ضوء إمكاناتها المالية أن تقترب نظراً للاستثناء في الخارج بمرسوم في مجلس الوزراء بناء على اقتراح الوزير.

المادة 42 - مساعدة العائلة في حال وفاة التعاقد

1- إذا توفر التعاقد بحادث إصابة بسبب الوظيفة أو صرف من الخدمة
   بسبب:
   أ. علة مقدعة نشأت بصورة أكيدة ومباشرة عن قيامه بالوظيفة ولا يعزى سببها إلى ارتكابه خطأً جسيماً.
   ب. عجز عن مواصلة الخدمة من جراء مخاطرته بحياته لإنقاذ حياة الغير أو بسبب خطر أو اعداء أو حادث تعرض له وذلك أثناء قيامه بالوظيفة أو بسببها.

أعطي علاوة على تعويض الصرف المستحق له تعويضاً إضافياً بعري واثنا عشر شهرًا.

2- إذا توفي التعاقد بسبب لا يتعلق بالوظيفة أعطيت عائلته مساعدة مالية تعادل راتب تسعة أشهر على أساس آخر راتب تقاضاه.

توزع المساعدات في كلا الحالين نصبة متساوية على أفراد العائلة من أب وأم وأبناء وزوج ومن أخوة وأخوات كانوا في عهده قبل الوفاة.

تعطى هذه المساعدات بقرار من الرئيس.

المادة 43 - مساعدة التعاقد في حال وفاة أحد أفراد عائلته

يعطي التعاقد بقرار من الرئيس في حال وفاة أحد والديه أو أبنائه أو زوجة، أو في حال وفاة أحد أخوهه أو أخواته الذين كانوا بعهده قبل الوفاة، مساعدة مالية تعادل راتبه عن شهر بتاريخ الوفاة.
Article 44 – Various benefits
The Contractors, who are charged of tasks that require special clothing, are given certain benefits pursuant to the decision of the Board, based on a proposal of the Chairman, and upon the validation of the tutelage authority.

Article 45 – Monetary rewards
1- The Contractor who have completed certain a work that deserves a reward, may be given a monetary reward determined upon a decision of the Chairman, within the appropriations for this purpose in the Budget of the Administration, provided that the decision indicates the works worth the reward; such a reward is given only once per year.
2- The amount of the granted yearly reward shall not exceed the double amount of the Contractor's monthly salary.

Article 46 – Administrative leaves
1- The Contractor is entitled, after the first year of contract, and in each following year he/she spends in active service, to benefit from a fully paid annual leave of twenty working days.
2- The leaves may be accumulated for a maximum period of three years.
3- The Administration shall schedule the leaves in a way that guarantees the continuation of its work. The leave decision shall indicate the name of the Contractor who will be replacing the Contractor in leave during his/her absence and representing him/her in all of his/her powers and responsibilities.
4- The dismissal from service shall not be applicable unless after the end of the period of due administrative leaves, the Administration shall enable its Contractors of benefitting from their administrative leaves before the date set for their dismissal.

Article 47 – Unpaid leaves
The Contractor may be allowed, for special reasons and upon his/her request, to take an unpaid leave that does not exceed three months, renewable for one time only, provided that the total of these leaves does not exceed six months during five consecutive years.

Article 48 – Family leaves
The Contractor has the right, in addition to his/her annual leave, to be
absent upon permission, for a maximum of one week fully paid, in the event of his/her marriage, or in the event of death of his/her spouse or any of his/her progenitors, offspring or siblings, and he/she is entitled to one day off fully paid in the event of death of a relative until the fourth degree or in the event of death of his father-in-law or mother-in-law.

Article 49 – Maternity leave
1- The pregnant Contractor is given a fully paid leave called (maternity leave) for a maximum of sixty days, which is not included in the balance of administrative leaves, neither in the balance of sick leaves.
2- The maternity leave shall be given at once without division; it is taken when the pregnant person is just about to deliver, whereby the leave continues for at least twenty-five days after the date of birth.
3- In order to be granted a maternity leave, the female Contractor shall submit a special request including:
   - The start date and the end date of the leave.
   - The approximate date of delivery according to the medical report.
4- The female Contractor given a maternity leave shall not submit any medical report for diseases during the period of maternity leave, and shall not divide this leave.

Article 50 – Sick leaves
1- The Contractor absent for medical reasons is entitled to receive his/her full salary for a maximum of one month, provided that he/she informs his/her Head of Unit immediately about his/her current address and about the reasons of his/her absence, and on the condition of sending a medical report indicating the type of disease and defining the approximate period of the absence. If the Contractor fails to send a medical report, he/she shall be subject to disciplinary sanctions, and the Administration may send a physician to check up on him/her at his/her own expense, whereby the physician's charge shall be deducted from the Contractor's salary. In the event of absence exceeding ten days, the Chairman shall request from the Ministry of Public Health to assign a physician to check up on the absent Contractor and submit a report about him/her.
2- If the absence of the Contractor lasts for one month continuously
without interruption, or for one month in stages over a period of three months, he/she shall not be given the full-paid leave unless allowed by the official medical commission and for a renewable period of three months maximum, provided that the total of sick leaves do not exceed nine months over a period of one full year, or eighteen months over a period of five consecutive years.

3- If the periods of absence of the Contractor are equal to more than nine months over one year, or for eighteen months over five consecutive years, the Contractor shall be subject to the examination of the official medical commission for consideration at the end of this period; and if he/she is curable within two years, he/she shall be given a half pay leave of one year maximum, followed by a leave of absence without salary for one more year, and after that he/she shall not be admitted again to work unless allowed by the abovementioned medical commission; and if he/she is not curable within two years, and if the medical commission sees that within this period or at its end, he/she will not be able to resume work, then he/she shall be dismissed in accordance with the laws and regulations in force.

4- The Contractor residing outside Lebanon due to his/her job, or legally absent from Lebanon, is entitled to receive sick leave or to request the extension of a previous sick leave, within the conditions indicated in paragraphs (2) and (3) of the present Article, based on the medical reports validated by the Head of the political Mission or by the Lebanese Consulate or health administrations where no Lebanese mission is available.

Article 51 – Authority competent to grant leaves

All the leaves shall be granted upon a decision of the Chairman.

Article 52 – Working hours, weekly rest and holidays

1- The Chairman shall determine the weekly working hours, within a maximum of forty-eight hours and a minimum of thirty-two hours, depending on the type of work, the Chairman shall also determine the rest periods consisting of no less than continuous twenty-four hours.

2- The Chairman, in certain conditions demanded by the nature of work, may adjust the weekly working hours for some Contractors, on the condition of maintaining the number of hours of weekly rest.

3- The Chairman and the delegated heads of units may assign some contractors to ensure the course of work on Sundays and on
4. The Contractors of the Administration benefit from full-paid public holidays.

Article 53 – Disciplinary responsibility
The Contractor is held responsible from a disciplinary standpoint, and thereby shall be subject to disciplinary sanctions if he/she breaches, intentionally or recklessly, the due obligations pursuant to the provisions in force, including the provisions of articles 30 and 31 of these Regulations, whereby the disciplinary prosecution does not preclude the prosecution of this Contractor, when necessary, before the competent civil and criminal courts.

Article 54 – Disciplinary sanctions: disciplinary sanctions are classified into two levels:
First level:
1. Warning.
2. Salary deduction for up to fifteen days maximum.
Second level:
1. Suspension from work without salary for a maximum period of six months.
2. Termination of service.

Article 55 – Authority competent to impose disciplinary sanctions
1. The Head of Unit may impose the warning sanction and the salary deduction sanction for a maximum period of three days.
2. The Chairman of the Board may impose the warning sanction and the salary deduction sanction for a maximum period of six days, based on a proposal of the Head of Unit.
3. The Chairman may impose any of the first level sanctions, based on a written proposal from the Head of Unit.
4. The Board of the Administration may refer the Contractor to the Minister, in order to be referred later to the Central Inspection Board, for the most rigorous sanction to be taken in his/her regard.

Article 56 – Criminal responsibility
1. The Contractor shall be brought to justice when his/her alleged work has been proved to be a crime punishable by law.
2. In the event of a crime deriving from the employment itself, the Contractor shall not be prosecuted unless based on the approval of

المادة 53- المسؤولية المسلكية
يعتبر المتعاقد مسؤولًا عن الوجبة المسلكية، ويتحمل المسؤولية التدريبية إذا أخل من قصد أو إهمال بالواجبات التي تفرضها عليه الأحكام المعمول بالإجراء ولا سيما أحكام المادتين 30 و 31 من هذا النظام، ولا تحرر المحاكمة التدريبية دون ملاحظة هذا المتعاقد عند الاتهام أمام المحاكم المدنية أو الجزائية المختصة.

المادة 54- العقوبات التدريبية: العقوبات التدريبية درجتان:
الدرجة الأولى:
1. التأنيب.
2. حسم الراتب لمدة خمسة عشر يومًا على الأكثر.
الدرجة الثانية:
1. التوقف عن العمل بدون راتب لمدة لا تتجاوز ستة أشهر.
2. إنهاء خدماته.

المادة 55- المرجع الذي يعود إليه حق فرض العقوبات التدريبية
1. يحق لرئيسي الوحدة أن يفرض عقوبة التأنيب وعقوبة حسم الراتب لمدة لا تتجاوز ثلاثة أيام.
2. يحق لرئيسي مجلس الإدارة أن يفرض عقوبة التأنيب وعقوبة حسم الراتب لمدة لا تتجاوز ستة أيام بناءً على اقتراح رئيس الوحدة.
3. يحق لرئيسي أن يفرض أية عقوبة من عقوبات الدرجة الأولى بناءً على اقتراح خطي من رئيس الوحدة.
4. يحق لمجلس إدارة الهيئة إحالة المتعاقد إلى الوزير لإحالته إلى التقويض المركزي ليصار إلى اتخاذ العقوبة الأشد بحجة.

المادة 56- المسؤولية الجزائية
يحال على القضاء المتعاقد الذي تبين أن الأعمال المنسوسة إليه تشكل جرماً يعاقبه رئيس القانون.
The proceedings of public interest litigation shall not be instituted by means of personal claim, and the Department of Public Prosecutions must seek the approval of the Administration before initiating the proceedings if the crime derives from the employment itself.

In the event of any disagreement existing between the Department of Public Prosecutions and the Administration, over the description of the crime whether it derives from the employment itself or not, the issue shall be brought to the attention of the Public Prosecutor for decision.

Article 57 – Civil liability
In the event of a Contractor committing an action detrimental to a third party while performing his/her job or due to this performance, the Administration shall be held responsible before the third party for the work of the Contractor. If the Administration is deemed responsible for the damages, it shall return to the Contractor if he/she has been shown to have committed a major fault that could be avoided.

Article 58 – Conditions where the Contractor shall be deemed to have resigned
1- Shall be deemed to have resigned:
   a. The appointed or transferred Contractor who fails to carry out the duties of his/her job without legitimate reason, within fifteen days from the communication of the decision related to his/her contract or transfer.
   b. The Contractor who interrupts his/her employment without legal reason, and fails to resume work within fifteen days from the date of interruption.
2- The Contractor deemed to have resigned shall lose his/her eligibility to benefit from severance pay.
3- The Contractor deemed to have resigned shall not return to service unless he/she provides all the contractual terms with the exception of the age requirement.
   - When determining the age of the Contractor to resume service, no correction or adjustment shall be made in this regard to the day, month and year of his/her birth, following the issuance of his/her first appointment decision.
   - The decision containing the fact of deeming the Contractor to have resigned shall be deemed final and binding, and the decision containing the fact of deeming the Contractor to have renounced the right to benefit from severance pay and the entitlement to return to service shall be final and binding.

إذا كان الجرم ناشئاً عن الوظيفة فلا يجوز ملاحقة المتعاقد إلا بناءً على موافقة مجلس إدارة الهيئة.
لا تتحرك دعوى الحق العام بواسطة الادعاء الشخصي، وعلى النيابة العامة أن تستحصل على موافقة الهيئة قبل المباشرة بالملاحقة إذا كان الجرم ناشئاً عن الوظيفة.
إذا حصل خلاف بين النيابة العامة والهيئة حول وصف الجرم، ما إذا كان ناشئاً عن الوظيفة أو غير ناشئاً عنها، عرض الأمر على النائب العام التميزي للبت فيه.

المادة 57- المسؤولية المدنية
إذا أتى المتعاقد عملًا ضرراً بالغير أثناء ممارسته الوظيفة أو بسبب ممارستها، كانت الهيئة مسؤولة تجاه الغير عن عمل المتعاقد والهيئة في حالة الحكم عليها بالعدل والضرر أن تتبع على المتعاقد إذا تبين لها أنه ارتكب خطأً جسيماً كان من الممكن تلافيه.

المادة 58- الحالات التي يعتبر فيها المتعاقد مستقلاً
1- يعتبر مستقراً:
   a. المتعاقد المعين أو المنقول الذي لا يسلم مهام وظيفته بدون سبب مشروع خلال خمسة عشر يوماً من تبلغه القرار القضائي تعاقده أو نقله.
   b. المتعاقد الذي ينقطع عن عمله بدون سبب قانوني ولا يستأنف عمله خلال خمسة عشر يوماً من تاريخ انقطاعه عن العمل يفقد المتعاقد المستقر مستقلًا حقه في تقاضي تعويض الصرف من الخدمة.
2- لا يجوز إعادة المتعاقد المستقر مستقلًا إلى الخدمة إلا إذا توفرت لديه جميع شروط التعاقد باستثناء شرط السن.
3- لا يؤخذ في تحديد سن المتعاقد المُدان إلى الخدمة أي تصحيح أو تعديل بطرأ على يوم وشهر وسنة ولادته بعد صدور قرار تعينه الأول.
4- لا يجوز الرجوع عن القرار المتضمن اعتبر المتعاقد مستقلاً أو تعديله بعد صدوره.
Article 59 – The contract shall not be tacitly renewed

Article 60 – Compensation
1- The Contractor, whose term of contract has ended or who has reached the legal age, is entitled to receive a severance pay equivalent to the compensation of one month for each year of effective service in the job, based on the last compensation he/she had received, without any addition of any sort.
2- To be granted the severance pay, the Contractor must have worked continuously for more than one year, whereby any interrupted service that preceded the terminated service shall not be taken into consideration.
3- The month is counted as one of the twelve divisions of the year, and the day is counted as one of the thirty divisions of the month.
4- Each service provided by the Contractor before completing twenty years of age or after reaching the legal age, shall not be counted in the calculation of compensation.
5- In the event of death of the Contractor before the end of the contract term, his/her entire compensation shall be divided into equal shares allocated to his/her family members, namely the father, mother, spouse, children, brothers and sisters who have been under his/her custody.
6- The request of compensation shall be submitted to the Administration within two years from the date of service termination, the lapse of time extinguishes this right.
7- Compensation shall be paid upon a decision of the Chairman, and the receipt of the compensation shall not preclude the option of appealing the decision.

Article 61 – Other special provisions for the Contractors
1- In the event of the Contractor disappearing or is missing due to a work related to his/her job, his/her monthly compensation shall be paid to the eligible persons stipulated above, provided that this compensation does not exceed the term of contract.
2- Furthermore, the Chairman may avoid the contract, based on a decision of the Board and the validation of the Minister of Energy and Water, at any moment during the first three months after the commencement of work date, without any notice if he realizes that the Contractor does not qualify for the tasks entrusted to him/her.
or that his/her retention would otherwise cause damage to the Administration.

Article 62 – Productivity bonus
The Contractors shall be given a productivity bonus each year; the productivity bonus is equivalent to the full salary of one month.

Article 63 – Any regulations that are in contradiction with the provisions of the present decree, and any regulations that do not match with the content of the present decree, shall be annulled.

Article 64 – The present decree shall be published in the Official Gazette and shall come into force as of the date of its publication.

Baabda, the 7th of April 2012
Signature: Michel Suleiman
Issued by the President of the Republic

Prime Minister
Signature: Mohamed Najib Mikati

Minister of Energy and Water
Signature: Gibran Bassil

Minister of Finance
Signature: Mohamed El-Safadi

المادة 62- منحة الإنتاج
يعطى المتعاقدون سنوياً منحة إنتاج تعادل راتب شهر كامل.

المادة 63- تلغى كافة الأنظمة المخالفة لأحكام هذا المرسوم أو غير المتبقية مع مضمونه.

المادة 64- ينشر هذا المرسوم في الجريدة الرسمية ويعمل به فور نشره.

بعدا في 7 نيسان 2012
الأمضاء: ميشال سليمان
صدر عن رئيس الجمهورية

رئيس مجلس الوزراء
الأمضاء: محمد نجيب ميقاتي

وزير الطاقة والمياه
الأمضاء: جبران باسيل

وزير المالية
الأمضاء: محمد الصفدي