

# THE INSTITUTE FOR AEGEAN PREHISTORY (INSTAP)

## INSTAP Study Center for East Crete

### WORK RULES AND POLICIES

#### **I. Introduction**

The Institute for Aegean Prehistory and its affiliates (hereafter “INSTAP”) requires all employees, interns, graduate student fellows, independent contractors, members, and volunteers (collectively “INSTAP Personnel”) to abide by the highest standards of professional behavior and scholarly conduct, as outlined in these Work Rules and Policies.

All INSTAP Personnel receive some sort of written documentation from INSTAP confirming the individual’s work arrangement with INSTAP. Please note that the terms of the work relationship between INSTAP and INSTAP Personnel are governed by applicable Greek, United States, federal, state, and local laws, as relevant to the particular individual.

Any INSTAP Personnel working at the INSTAP Study Center for East Crete (hereafter “INSTAP SCEC”) must become a member of the INSTAP SCEC prior to commencing work at INSTAP SCEC. Such membership requires completion of an INSTAP SCEC membership form and payment of an annual membership fee (with the exception of INSTAP employees for whom the fee is waived).

#### **A. Employees:**

INSTAP hires both full-time and part-time employees to perform ongoing responsibilities as set forth in individual letters of agreement. Some full-time employees are supervisors for other INSTAP Personnel. All INSTAP employees are paid in accordance with INSTAP’s regular payroll schedule.

#### **B. Graduate Student Fellows:**

Graduate student fellows are compensated by their applicable graduate school, which works with INSTAP to coordinate the graduate student fellow’s duties and responsibilities at INSTAP.

#### **C. Independent Contractors:**

INSTAP periodically hires independent contractors on a short term basis in order to work on designated projects. Independent contractors are not INSTAP employees, and are compensated by the relevant employing agency providing such services to INSTAP.

#### ***D. Members***

Members are not INSTAP employees but rather individuals working for a project at the Center or working on their own material at the Center. They have filled out and signed a current Membership Form.

#### ***E. Interns***

Internships at INSTAP are determined on a case-by-case basis, upon agreement with the individual intern and are coordinated with the intern's base institution. Interns are generally paid by INSTAP in accordance with INSTAP's regular payroll schedule.

#### ***F. Volunteers***

Volunteers work at the Center in agreement with the Center's Director and are not paid.

## **II. Standards of Conduct**

INSTAP Personnel are expected to work as a team in a positive, cooperative, self-motivated, courteous, and professional manner towards INSTAP's overall success, and to abide by the highest standards of scholarly conduct. The following types of misconduct are absolutely prohibited:

#### ***A. Archaeological Misconduct***

Archaeological Misconduct is defined as the willful and deliberate abuse or misappropriation of archaeological material or property. All INSTAP Personnel are bound by the UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export, and Transfer of Ownership of Cultural Property, which is attached as Attachment A.

#### ***B. Research and Publication Misconduct***

Research and Publication Misconduct is defined as (i) the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or (ii) the misappropriation and use of intellectual property absent the express written permission of the person or persons afforded oversight and responsibility for that property. For purposes of this definition, "intellectual property" refers to either archaeological or archival primary source material, whether under the custody of

INSTAP, or any other entity or individual. Intellectual property may not be used absent the express written permission of the person or persons afforded oversight and responsibility for such property.

Scholarly misconduct of any nature by INSTAP Personnel will not be tolerated, regardless of whether or not such conduct is intentional. Any INSTAP Personnel found to have engaged in scholarly misconduct shall be subject to corrective action in the sole discretion of INSTAP management, including, but not limited to educational instruction, reprimand, or dismissal.

### **III. Professional Responsibilities**

The following professional responsibilities apply to all INSTAP Personnel who play active, professional roles in the recovery, care, study, and/or publication of archaeological material, including cultural resources located under water.

#### ***A. Responsibilities to the Archaeological Record***

1. The recovery and study of archaeological material from any time period should be carried out only under the supervision of qualified professionals who have permission from the Greek Ministry of Culture and the Director/s of the project to perform such work.
2. INSTAP Personnel should foresee and arrange for adequate and accessible long-term storage and curatorial facilities for all archaeological materials, records, and archives, including machine-readable data, which requires specialized archival care and maintenance.
3. INSTAP Personnel should make public the results of any research in a timely fashion.
4. From the outset, any INSTAP research project should include specific plans for conservation, preservation, and publication.

#### ***B. Responsibilities to the Public***

1. INSTAP Personnel are expected to be sensitive to cultural mores, norms, attitudes, and dignity of local inhabitants and to be aware of the impact research and field work may have on a local population, both during and after the work performed.

2. Any plans for field work should take into consideration the ecological impact of the particular project and its overall impact on the local communities.
3. INSTAP Personnel are prohibited from participating in archaeological projects whose primary goal is private gain.
4. INSTAP Personnel are expected to abide by and respect the laws and customs of the country in which they are working and living. As ambassadors for INSTAP, all INSTAP Personnel should strive to make a positive impression, regardless of where they are working and living.

***C. Responsibilities to Colleagues***

1. INSTAP Personnel should show consideration and respect towards their colleagues, and should strive at all times to conduct themselves in a fair manner, giving credit where due, and never plagiarizing the work of others.
2. INSTAP Personnel involved in cooperative projects should make every effort to work together in order to promote the success of the broader undertaking. Those in positions of authority should conduct themselves in a considerate manner toward their subordinates.
3. INSTAP Personnel should make every effort to share information which is useful to others by honoring reasonable requests from co-workers and colleagues for access to such information while preserving any existing rights to publication. INSTAP Personnel seeking access to unpublished information should not expect to receive interpretive information, where such information is not yet published.
4. Prior to studying and publishing any unpublished material, all INSTAP Personnel must secure proper written permission from the appropriate project director or the appointed representative of the sponsoring institution and/or the antiquities authorities in the country of origin.
5. INSTAP Personnel who are engaged in the study of material from a particular site must keep the site project director informed of their

progress and intentions, and project directors should return the same courtesy.

6. Members of cooperative projects should prepare and evaluate reports in a timely and collegial fashion.
7. Absent explicit written permission from INSTAP, at no time should online media be used by INSTAP Personnel to describe or illustrate material which is not yet published by the director or directors of a project. "Online media" includes, but is not limited to, e-mail, Facebook, MySpace, Twitter, YouTube, LinkedIn, and personal Blogs or Websites.
8. Written permission must be obtained from the Director of the INSTAP Study Center prior to conducting interviews or filming at the Study Center.

## **IV. Employment Policies**

### ***A. Equal Employment Opportunity***

INSTAP is an equal opportunity employer, and does not discriminate with respect to terms and conditions of employment on the basis of sex, race, religion, national origin, age, ancestry, disability, sexual orientation, gender identity, marital status, parental status, pregnancy, military or veteran status, or any other category protected under applicable federal, state or local laws.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

INSTAP will provide reasonable accommodations to a qualified individual with a disability who has made INSTAP aware of his or her disability, provided that such accommodation does not constitute an undue hardship on INSTAP. Any INSTAP Personnel with a disability who believes he or she requires a reasonable accommodation to perform the essential functions of his or her position should contact the Human Resources department.

Any INSTAP Personnel with questions or concerns regarding a potential violation of this policy should bring these concerns to the attention of their appropriate

supervisor. No INSTAP Personnel will be retaliated against in any manner for exercising his or her rights under this policy.

### ***B. Non-Discrimination and Non-Harassment Policy***

It is INSTAP's policy to maintain a work environment free of all forms of prohibited discrimination and harassment, including discrimination and harassment directed at individuals because of their sex, race, religion, national origin, age, ancestry, disability, sexual orientation, gender identity, pregnancy, marital status, parental status, military or veteran status, or any other characteristic protected by applicable law. INSTAP trusts and expects that all INSTAP Personnel will comply with this policy and will strive to maintain a productive work environment, free from discrimination and harassment.

### ***C. Definitions of Harassment***

Sexual harassment constitutes discrimination and is illegal. For the purposes of this policy, sexual harassment is defined as: unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment — that is, harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males) — may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

Harassment on the basis of any other protected characteristic is also strictly

prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, religion, national origin, age, ancestry, disability, sexual orientation, gender identity, pregnancy, marital status, parental status, military or veteran status, or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

#### ***D. Individuals and Conduct Covered***

These Employment Policies apply to all INSTAP Personnel and prohibit harassment, discrimination or retaliation, whether engaged in by other INSTAP Personnel, or by a third party who does not work for INSTAP, such as an outside vendor or customer. Conduct prohibited by such policies is unacceptable in the workplace and in any work-related setting outside of the workplace, such as business-related trips, meetings or social events.

#### ***E. Complaint Procedure***

INSTAP strongly encourages the reporting of any incident of discrimination, harassment or retaliation, regardless of the offender's identity or position. INSTAP Personnel who believe they have experienced conduct which is contrary to INSTAP's policy, or who have concerns regarding such matters should file their complaints with their direct supervisor, Human Resources, or the Director of INSTAP SCEC *before* the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with any particular representative first before bringing the matter to the attention of one of the other representatives identified above.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, INSTAP strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken.

INSTAP will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of INSTAP Personnel.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that such conduct be discontinued.

#### ***F. Prohibited Retaliation***

INSTAP prohibits retaliation against any individual who reports discrimination or harassment, or who participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination shall be considered a serious violation of this policy.

#### ***G. The Investigation***

INSTAP will promptly, thoroughly, and impartially investigate any reported allegations of harassment, discrimination or retaliation. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

#### ***H. Prompt Corrective Action***

Misconduct constituting harassment, discrimination, or retaliation will be dealt with promptly and appropriately. Corrective action may include, for example, training, referral to counseling, monitoring of the offender, and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, in each case as evaluated by INSTAP to be appropriate under the circumstances.

### **V. Drug-Free Workplace**

#### ***A. Purpose and Goal***

INSTAP is committed to protecting the safety, health, and well-being of all INSTAP Personnel, and has therefore established a Drug-Free Workplace program that



balances INSTAP's respect for individuals with the need to maintain a drug-free environment.

### ***B. Who is Covered***

All INSTAP Personnel, as well as any INSTAP applicant, individual conducting business on behalf of INSTAP or on INSTAP property, is covered by INSTAP's Drug-Free Workplace policy.

### ***C. Prohibited Behavior***

It is a violation of our Drug-Free Workplace policy to use, possess, sell, trade, and/or offer for sale illegal drugs during work hours, when conducting business on behalf of INSTAP or at any time on INSTAP's premises.

### ***D. Notification of Convictions***

Any employee who is convicted of a criminal drug violation in the workplace must notify INSTAP in writing within five calendar days of the conviction.

### ***E. Assistance***

INSTAP recognizes that drug abuse and addiction is a treatable illness. We also realize that early intervention and support improve the success of rehabilitation. In support of INSTAP Personnel, INSTAP encourages INSTAP Personnel to:

- Seek assistance if they are concerned that they or their family members may have a drug addiction.
- Utilize the services of qualified professionals to assess the seriousness of suspected drug abuse and identify appropriate sources of help.

Although some treatments for drug abuse may be covered by INSTAP's medical coverage, the individual affected has the ultimate financial responsibility for any treatment received.

### ***F. Consequences***

INSTAP reserves the right to take appropriate action with respect to any INSTAP Personnel engaged in drug abuse, where such abuse threatens the safety of other INSTAP Personnel at any time, of third parties during work hours or on INSTAP premises, or affects the individual's work performance or judgment when engaged in providing services to INSTAP.

### ***G. Confidentiality***

Any information received by INSTAP regarding drug abuse or addition of INSTAP Personnel is confidential. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and INSTAP policies.

### ***H. Shared Responsibility***

A safe and productive drug-free workplace is achieved through cooperation and responsibility. INSTAP Personnel are absolutely prohibited from reporting to work or being on duty if their ability to perform their job responsibilities is impaired due to on- or off-duty use of drugs.

INSTAP Personnel are encouraged to be alert and to report dangerous behavior to INSTAP supervisors, who are responsible for investigating such reports, documenting negative changes and problems with respect to the performance of INSTAP Personnel, and for counseling INSTAP Personnel as to expected performance improvement.

## **VI. Confidentiality**

All INSTAP Personnel must maintain the strict confidentiality of all proprietary information and all other non-public information related to INSTAP's operation, and are prohibited from discussing internal matters or developments with anyone outside of INSTAP, unless otherwise authorized by INSTAP ("Confidential Information"). Such Confidential Information is specialized, of great value to INSTAP, and includes, but is not limited to (i) inventions, computer programs, computer source and access codes and similar information, (ii) records and data bases, (iii) licenses and other agreements with third parties, (iv) product and service costs, prices, profits and sales, (v) marketing and business strategies, plans, forecasts, budgets, projections and analyses and various other financial and business information, (vi) information regarding existing and prospective researchers, customers, investors, vendors and suppliers, and (vii) personnel files of employees, agents, directors and independent contractors.

## **VII. Conflicts**

### ***A. Conflict of Interest***

INSTAP Personnel are prohibited from engaging in outside business activities or interests where doing so would interfere with their regular duties or represent a conflict of interest. INSTAP Personnel should also refrain from dealing with antiquities in any manner which contradicts the laws of the United States, Greece, or the UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export, and Transfer of Ownership of Cultural Property, attached as Attachment A.

### ***B. Complaint Procedures***

INSTAP realizes that misunderstandings and conflicts may arise with respect to working relationships, conditions, or interpretations of policy, and INSTAP recognizes the right of INSTAP Personnel to express their concerns with respect to these matters. Any INSTAP Personnel with such concerns should discuss the matter with their immediate supervisor. If a resolution of the matter cannot be reached in this manner, then the individual who feels wronged may contact the supervisor's manager, who will make every effort to address the individual's concerns and take appropriate action. Retaliation against individuals who lodge complaints shall not be tolerated.

### ***C. Whistle Blower Policy***

Any INSTAP Personnel, who reasonably believe that an illegal act or financial impropriety has occurred with respect to actions taken by individuals on behalf of INSTAP, should report such concern to their supervisor.

INSTAP will not retaliate in any way against any individual who issues such a report, and any retaliatory actions taken against such an individual may be subject to disciplinary action.

## **VIII. INSTAP Property**

INSTAP Personnel may have access to and are entitled to use various items of INSTAP property, such as cameras, laptops, etc. All INSTAP property should be handled with care during the period in which it is made available to INSTAP Personnel for their use, and must

be returned to INSTAP immediately upon termination of employment or at the end of the agreed-upon time of access.

## **IX. Non-Violence**

INSTAP is committed to providing a safe and secure working environment for all INSTAP Personnel. In keeping with this commitment, all INSTAP Personnel are expected to assist in maintaining a workplace that is free from violence and from threats of violence.

INSTAP will not tolerate any violence or threats of violence by INSTAP Personnel or by third parties against INSTAP Personnel, on INSTAP's premises, when INSTAP Personnel attend INSTAP functions, or when INSTAP Personnel are engaged in INSTAP-related matters at any time and at any location. Prohibited conduct includes but is not limited to:

- Possessing firearms, ammunition, or other weapons
- Threatening harm or harming another person
- Intimidating another individual
- Engaging in dangerous or unwelcome horseplay
- Striking, punching, slapping, pushing or assaulting another person
- Fighting or challenging another person to a fight
- Stalking

Actual violence or of threats or intimidation by INSTAP Personnel or by a third party towards INSTAP Personnel, should be immediately reported to a supervisor, Human Resources, or to the Director of INSTAP SCEC. Reports of violent incidents will be taken seriously and will be investigated by INSTAP.

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## ATTACHMENT A

### **UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property**

The General Conference of the United Nations Educational, Scientific and Cultural Organization, meeting in Paris from 12 October to 14 November 1970, at its sixteenth session,

**Recalling** the importance of the provisions contained in the Declaration of the Principles of International Cultural Co-operation, adopted by the General Conference at its fourteenth session,

**Considering** that the interchange of cultural property among nations for scientific, cultural and educational purposes increases the knowledge of the civilization of Man, enriches the cultural life of all peoples and inspires mutual respect and appreciation among nations,

**Considering** that cultural property constitutes one of the basic elements of civilization and national culture, and that its true value can be appreciated only in relation to the fullest possible information regarding its origin, history and traditional setting,

**Considering** that it is incumbent upon every State to protect the cultural property existing within its territory against the dangers of theft, clandestine excavation, and illicit export,

**Considering** that, to avert these dangers, it is essential for every State to become increasingly alive to the moral obligations to respect its own cultural heritage and that of all nations,

**Considering** that, as cultural institutions, museums, libraries and archives should ensure that their collections are built up in accordance with universally recognized moral principles,

**Considering** that the illicit import, export and transfer of ownership of cultural property is an obstacle to that understanding between nations which it is part of UNESCO's mission to promote by recommending to interested States, international conventions to this end,

**Considering** that the protection of cultural heritage can be effective only if organized both nationally and internationally among States working in close co-operation,

**Considering** that the UNESCO General Conference adopted a Recommendation to this effect in 1964,

**Having before it** further proposals on the means of prohibiting and preventing the illicit import, export and transfer of ownership of cultural property, a question which is on the agenda for the session as item 19,

**Having decided**, at its fifteenth session, that this question should be made the subject of an international convention,

**Adopts** this Convention on the fourteenth day of November 1970.

## **Article 1**

For the purposes of this Convention, the term 'cultural property' means property which, on religious or secular grounds, is specifically designated by each State as being of importance for archaeology, prehistory, history, literature, art or science and which belongs to the following categories:

(a) Rare collections and specimens of fauna, flora, minerals and anatomy, and objects of palaeontological interest;

(b) property relating to history, including the history of science and technology and military and social history, to the life of national leaders, thinkers, scientists and artist and to events of national importance;

(c) products of archaeological excavations (including regular and clandestine) or of archaeological discoveries ;

(d) elements of artistic or historical monuments or archaeological sites which have been dismembered;

(e) antiquities more than one hundred years old, such as inscriptions, coins and engraved seals;

(f) objects of ethnological interest;

(g) property of artistic interest, such as:

- (i) pictures, paintings and drawings produced entirely by hand on any support and in any material (excluding industrial designs and manufactured articles decorated by hand);
- (ii) original works of statuary art and sculpture in any material;
- (iii) original engravings, prints and lithographs ;
- (iv) original artistic assemblages and montages in any material;
- (h) rare manuscripts and incunabula, old books, documents and publications of special interest (historical, artistic, scientific, literary, etc.) singly or in collections ;
- (i) postage, revenue and similar stamps, singly or in collections;
- (j) archives, including sound, photographic and cinematographic archives;
- (k) articles of furniture more than one hundred years old and old musical instruments.

## **Article 2**

1. The States Parties to this Convention recognize that the illicit import, export and transfer of ownership of cultural property is one of the main causes of the impoverishment of the cultural heritage of the countries of origin of such property and that international co-operation constitutes one of the most efficient means of protecting each country's cultural property against all the dangers resulting there from.
2. To this end, the States Parties undertake to oppose such practices with the means at their disposal, and particularly by removing their causes, putting a stop to current practices, and by helping to make the necessary reparations.

## **Article 3**

The import, export or transfer of ownership of cultural property effected contrary to the provisions adopted under this Convention by the States Parties thereto, shall be illicit.

## **Article 4**

The States Parties to this Convention recognize that for the purpose of the Convention property which belongs to the following categories forms part of the cultural heritage of each State:

(a) Cultural property created by the individual or collective genius of nationals of the State concerned, and cultural property of importance to the State concerned created within the territory of that State by foreign nationals or stateless persons resident within such territory;

(b) cultural property found within the national territory;

(c) cultural property acquired by archaeological, ethnological or natural science missions, with the consent of the competent authorities of the country of origin of such property;

(d) cultural property which has been the subject of a freely agreed exchange;

(e) cultural property received as a gift or purchased legally with the consent of the competent authorities of the country of origin of such property.

## **Article 5**

To ensure the protection of their cultural property against illicit import, export and transfer of ownership, the States Parties to this Convention undertake, as appropriate for each country, to set up within their territories one or more national services, where such services do not already exist, for the protection of the cultural heritage, with a qualified staff sufficient in number for the effective carrying out of the following functions:

(a) contributing to the formation of draft laws and regulations designed to secure the protection of the cultural heritage and particularly prevention of the illicit import, export and transfer of ownership of important cultural property;

(b) establishing and keeping up to date, on the basis of a national inventory of protected property, a list of important public and private cultural property whose export would constitute an appreciable impoverishment of the national cultural heritage;

(c) promoting the development or the establishment of scientific and technical institutions (museums, libraries, archives, laboratories, workshops . . . ) required to ensure the preservation and presentation of cultural property;

(d) organizing the supervision of archaeological excavations, ensuring the preservation in situ of certain cultural property, and protecting certain areas reserved for future archaeological research;



(e) establishing, for the benefit of those concerned (curators, collectors, antique dealers, etc.) rules in conformity with the ethical principles set forth in this Convention; and taking steps to ensure the observance of those rules;

(f) taking educational measures to stimulate and develop respect for the cultural heritage of all States, and spreading knowledge of the provisions of this Convention;

(g) seeing that appropriate publicity is given to the disappearance of any items of cultural property.

## **Article 6**

The States Parties to this Convention undertake:

(a) To introduce an appropriate certificate in which the exporting State would specify that the export of the cultural property in question is authorized. The certificate should accompany all items of cultural property exported in accordance with the regulations ;

(b) to prohibit the exportation of cultural property from their territory unless accompanied by the above-mentioned export certificate;

(c) to publicize this prohibition by appropriate means, particularly among persons likely to export or import cultural property.

## **Article 7**

The States Parties to this Convention undertake:

(a) To take the necessary measures, consistent with national legislation, to prevent museums and similar institutions within their territories from acquiring cultural property originating in another State Party which has been illegally exported after entry into force of this Convention, in the States concerned. Whenever possible, to inform a State of origin Party to this Convention of an offer of such cultural property illegally removed from that State after the entry into force of this Convention in both States;

(b) (i) to prohibit the import of cultural property stolen from a museum or a religious or secular public monument or similar institution in another State Party to this Convention after the entry into force of this Convention for the States concerned, provided that such property is documented as appertaining to the inventory of that institution;

(ii) at the request of the State Party of origin, to take appropriate steps to recover and return any such cultural property imported after the entry into force of this Convention in both States concerned, provided, however, that the requesting State shall pay just compensation to an innocent purchaser or to a person who has valid title to that property. Requests for recovery and return shall be made through diplomatic offices. The requesting Party shall furnish, at its expense, the documentation and other evidence necessary to establish its claim for recovery and return. The Parties shall impose no customs duties or other charges upon cultural property returned pursuant to this Article. All expenses incident to the return and delivery of the cultural property shall be borne by the requesting Party.

### **Article 8**

The States Parties to this Convention undertake to impose penalties or administrative sanctions on any person responsible for infringing the prohibitions referred to under Articles 6(b) and 7(b) above.

### **Article 9**

Any State Party to this Convention whose cultural patrimony is in jeopardy from pillage of archaeological or ethnological materials may call upon other States Parties who are affected. The States Parties to this Convention undertake, in these circumstances, to participate in a concerted international effort to determine and to carry out the necessary concrete measures, including the control of exports and imports and international commerce in the specific materials concerned. Pending agreement each State concerned shall take provisional measures to the extent feasible to prevent irremediable injury to the cultural heritage of the requesting State.

### **Article 10**

The States Parties to this Convention undertake:

(a) To restrict by education, information and vigilance, movement of cultural property illegally removed from any State Party to this Convention and, as appropriate for each country, oblige antique dealers, subject to penal or administrative sanctions, to maintain a register recording the origin of each item of cultural property, names and addresses of the supplier, description and price of each item sold and to inform the purchaser of the cultural property of the export prohibition to which such property may be subject;

(b) to endeavour by educational means to create and develop in the public mind a

realization of the value of cultural property and the threat to the cultural heritage created by theft, clandestine excavations and illicit exports.

### **Article 11**

The export and transfer of ownership of cultural property under compulsion arising directly or indirectly from the occupation of a country by a foreign power shall be regarded as illicit.

### **Article 12**

The States Parties to this Convention shall respect the cultural heritage within the territories for the international relations of which they are responsible, and shall take all appropriate measures to prohibit and prevent the illicit import, export and transfer of ownership of cultural property in such territories.

### **Article 13**

The States Parties to this Convention also undertake, consistent with the laws of each State:

- (a) to prevent by all appropriate means transfers of ownership of cultural property likely to promote the illicit import or export of such property;
- (b) to ensure that their competent services co-operate in facilitating the earliest possible restitution of illicitly exported cultural property to its rightful owner;
- (c) to admit actions for recovery of lost or stolen items of cultural property brought by or on behalf of the rightful owners ;
- (d) to recognize the indefeasible right of each State Party to this Convention to classify and declare certain cultural property as inalienable which should therefore ipso facto not be exported, and to facilitate recovery of such property by the State concerned in cases where it has been exported.

### **Article 14**

In order to prevent illicit export and to meet the obligations arising from the implementation of this Convention, each State Party to the Convention should, as far as it is able, provide the national services responsible for the protection of its cultural heritage with an adequate budget and, if necessary, should set up a fund for this purpose.

**Article 15**

Nothing in this Convention shall prevent States Parties thereto from concluding special agreements among themselves or from continuing to implement agreements already concluded regarding the restitution of cultural property removed, whatever the reason, from its territory of origin, before the entry into force of this Convention for the States concerned.

**Article 16**

The States Parties to this Convention shall in their periodic reports submitted to the General Conference of the United Nations Educational, Scientific and Cultural Organization on dates and in a manner to be determined by it, give information on the legislative and administrative provisions which they have adopted and other action which they have taken for the application of this Convention, together with details of the experience acquired in this field.

**Article 17**

1. The States Parties to this Convention may call on the technical assistance of the United Nations Educational, Scientific and Cultural Organization, particularly as regards:

- (a) Information and education;
- (b) consultation and expert advice;
- (c) co-ordination and good offices.

2. The United Nations Educational, Scientific and Cultural Organization may, on its own initiative conduct research and publish studies on matters relevant to the illicit movement of cultural property.

3. To this end, the United Nations Educational, Scientific and Cultural Organization may also call on the co-operation of any competent non-governmental organization.

4. The United Nations Educational, Scientific and Cultural Organization may, on its own initiative, make proposals to States Parties to this Convention for its implementation.

5. At the request of at least two States Parties to this Convention which are engaged in a

dispute over its implementation, UNESCO may extend its good offices to reach a settlement between them.

### **Article 18**

This Convention is drawn up in English, French, Russian and Spanish, the four texts being equally authoritative.

### **Article 19**

1. This Convention shall be subject to ratification or acceptance by States members of the United Nations Educational, Scientific and Cultural Organization in accordance with their respective constitutional procedures.

2. The instruments of ratification or acceptance shall be deposited with the Director-General of the United Nations Educational, Scientific and Cultural Organization.

### **Article 20**

1. This Convention shall be open to accession by all States not members of the United Nations Educational, Scientific and Cultural Organization which are invited to accede to it by the Executive Board of the Organization.

2. Accession shall be effected by the deposit of an instrument of accession with the Director-General of the United Nations Educational, Scientific and Cultural Organization.

### **Article 21**

This Convention shall enter into force three months after the date of the deposit of the third instrument of ratification, acceptance or accession, but only with respect to those States which have deposited their respective instruments on or before that date. It shall enter into force with respect to any other State three months after the deposit of its instrument of ratification, acceptance or accession.

### **Article 22**

The States Parties to this Convention recognize that the Convention is applicable not only to their metropolitan territories but also to all territories for the international relations of which they are responsible; they undertake to consult, if necessary, the governments or other competent authorities of these territories on or before ratification, acceptance or

accession with a view to securing the application of the Convention to those territories, and to notify the Director-General of the United Nations Educational, Scientific and Cultural Organization of the territories to which it is applied, the notification to take effect three months after the date of its receipt.

### **Article 23**

1. Each State Party to this Convention may denounce the Convention on its own behalf or on behalf of any territory for whose international relations it is responsible.
2. The denunciation shall be notified by an instrument in writing, deposited with the Director-General of the United Nations Educational, Scientific and Cultural Organization.
3. The denunciation shall take effect twelve months after the receipt of the instrument of denunciation.

### **Article 24**

The Director-General of the United Nations Educational, Scientific and Cultural Organization shall inform the States members of the Organization, the States not members of the Organization which are referred to in Article 20, as well as the United Nations, of the deposit of all the instruments of ratification, acceptance and accession provided for in Articles 19 and 20, and of the notifications and denunciations provided for in Articles 22 and 23 respectively.

### **Article 25**

1. This Convention may be revised by the General Conference of the United Nations Educational, Scientific and Cultural Organization. Any such revision shall, however, bind only the States which shall become Parties to the revising convention.
2. If the General Conference should adopt a new convention revising this Convention in whole or in part, then, unless the new convention otherwise provides, this Convention shall cease to be open to ratification, acceptance or accession, as from the date on which the new revising convention enters into force.

### **Article 26**

In conformity with Article 102 of the Charter of the United Nations, this Convention shall be registered with the Secretariat of the United Nations at the request of the Director-General

of the United Nations Educational, Scientific and Cultural Organization.

Done in Paris this seventeenth day of November 1970, in two authentic copies bearing the signature of the President of the sixteenth session of the General Conference and of the Director-General of the United Nations Educational, Scientific and Cultural Organization, which shall be deposited in the archives of the United Nations Educational, Scientific and Cultural Organization, and certified true copies of which shall be delivered to all the States referred to in Articles 19 and 20 as well as to the United Nations.

## **THE INSTITUTE FOR AEGEAN PREHISTORY (INSTAP)**

### **Supplement for Work Rules and Policies for:**

## **THE INSTAP STUDY CENTER FOR EAST CRETE**

### **A. Introduction**

This document has been prepared to acquaint you with the policies for the INSTAP Study Center for East Crete (hereafter “INSTAP SCEC”). Employees, INSTAP SCEC fellows, interns, contractors, and supervisors (referred to collectively as “INSTAP Affiliates”) will be referenced as well. Please take time to read this document carefully and then save it for future reference.

### **B. Work Environment**

#### **1. Personnel Records**

Each INSTAP Affiliate has a personnel file maintained in the appropriate administrative office. The appropriate administrative office should be contacted as soon as possible for changes in home address, telephone number, marital status, emergency contact, or number of dependents. All personnel files are confidential, except as may be required by law or the needs of INSTAP. Personnel files are available only to the appropriate staff and the INSTAP Affiliate. Those who wish to review their personnel files may make arrangements directly with the office where those files are located:

- A) Elaine Magalona, Human Resources Manager  
The Millburn Corporation  
1270 Avenue of the Americas, 11<sup>th</sup> Floor  
New York, NY 10020  
212-332-2031  
[emagalona@millburncorp.com](mailto:emagalona@millburncorp.com)
  
- B) Dr. Thomas Brogan, Director  
The INSTAP Study Center for East Crete  
Pacheia Ammos, Crete 72200  
Greece



30-28420-93027  
tombrogan@instapstudycenter.net

- C) Dr. Elizabeth Shank, U.S. Coordinator  
The INSTAP Study Center for East Crete  
2133 Arch Street, Suite 300  
Philadelphia, PA 19103  
215-496-9914  
[elizabethshank@hotmail.com](mailto:elizabethshank@hotmail.com)

## **2. Office Hours**

Each INSTAP Affiliate's regular work schedule will be determined on a case-by-case basis depending on the needs of his or her position.

## **3. Attendance**

If an INSTAP Affiliate plans to be out of the office for any reason (travel, vacation, planned medical procedure, etc.) he or she should advise his or her supervisor and the appropriate co-workers in advance.

If an INSTAP Affiliate is unable to report to work because of illness or emergency, the supervisor should be informed as far in advance as possible. The INSTAP Affiliate should make every attempt to speak directly with his or her supervisor.

## **4. Moonlighting**

INSTAP does not restrict an Affiliate's right to perform work outside of INSTAP as long as the work performed does not interfere with his or her work performance and attendance, or otherwise conflict with the interests of INSTAP. He or she may not make inappropriate use of INSTAP's facilities for his or her outside business activities.

## **5. Personal Injury at Work**

INSTAP Affiliates who are injured while at work or traveling on INSTAP business are required to notify their supervisor within 48 hours unless physically unable to do so. If the injury requires medical treatment, the physician or hospital providing treatment should be informed that it is a work-related injury.

INSTAP Affiliates who are injured at work are covered under INSTAP's worker's compensation insurance policy.

## 6. Expense Reimbursements

Approved travel or other expenses incurred by an INSTAP employee, fellow, intern, contractor, or supervisor on behalf of INSTAP should be submitted to the appropriate supervisor. Original receipts must be attached to the expense reimbursement form.

An advance may be provided to an INSTAP Affiliate who expects to incur significant expenses and is not reasonably able to incur the expenses in anticipation of reimbursement. Advances must be requested in writing to the appropriate supervisor. The INSTAP Affiliate is responsible for a written accounting of the expenses incurred, including receipts, and will reimburse the INSTAP Affiliate for any unexpended funds.

Travel or other expenses as well as advances must be pre-approved by the appropriate supervisor.

## 7. Benefits and Unpaid Leave

### A) Holidays

The offices in Greece are closed for the following U.S. holidays: New Year's Day, Independence Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

In addition, the office in Greece observes closings at the major Greek holidays, which include: Epiphany, Kathara Deftera, Greek Independence Day, The period of Greek Easter (including Good Friday, Good Saturday, and Easter Monday) May Day, The Holy Spirit, August 15 (Assumption), Ohi Day, The Day after Christmas, New Year's Eve.

### B) Vacation

All permanent, full-time employees receive vacation time in the following amounts per calendar year.

Length of Service  
0-1 years

Annual Vacation  
20 days/year

1-2 years	21 days/year
3-10 years	22 days/year
10+ years	25 days/year

Vacation time accrues on a monthly basis according to the calendar year. For employees whose first year of employment does not coincide with the calendar year, vacation is pro-rated. For permanent, part-time employees who are scheduled to work an average of 25 or more hours per week vacation time accrues per the above scale on a pro-rated basis (except in special circumstances). Temporary employees do not receive vacation time except in special circumstances.

Although vacation time begins to accrue on a monthly basis, beginning on the first day of employment, it may not be used during the first three months of employment. If a scheduled holiday falls within an employee's vacation, the day should be recorded as a holiday rather than as a day of vacation. A maximum of five vacation days may be carried over from year to year. Exceptional circumstances may be discussed with the employee's supervisor.

Employees who leave INSTAP and have been employed more than three months will be paid for unused and accrued vacation time provided that they have not been terminated for "misconduct."

### **C) Bereavement time**

In the event of a death in a permanent, full-time employee's immediate family, the employee will be allowed to take up to five days off with pay. Immediate family is defined as a parent, spouse, domestic partner, child, sibling, or grandparent, or an individual whose relationship to the employee is essentially equivalent to an immediate family member.

Additional time off may be taken at the discretion of the employee's supervisor.

### **D) Sick days and short-term disability**

INSTAP Affiliates are to notify their supervisor as soon as possible if they are out sick. INSTAP Affiliates who are full-time employees may take up to ten sick days per year, accrued on a monthly basis, when they are prevented from working by illness or injury; the total is not accruable from year to year, and may not be used as vacation time. For employees whose first year of employment does not coincide with the calendar year, sick leave is pro-rated. Exceptional circumstances should be discussed with the employee's supervisor.

## **G) Family Leave**

### *Paid Family Leave*

Expecting Mothers may take two months of paid leave before childbirth and two months of paid leave after childbirth. After returning to work, Mothers may take a two hour reduction in their workday for 12 months, followed by a one hour reduction for six months. Alternatively, Mothers may take a one hour reduction for 2.5 years.

### *Unpaid Family Leave*

Eligible employees may be eligible for up to 12 work weeks of unpaid leave within a rolling 24 month period. The rolling 24 month period is measured backward from the date an employee uses leave for any of the purposes set forth below.

Employees who have worked for INSTAP for at least 12 months and have worked at least 1,000 base hours during the 12 month period preceding the commencement of the leave may be eligible for this unpaid leave.

This unpaid leave is permitted for one more of the following reasons:

- The care of a newly-born or adopted child, so long as leave begins within one year of the date the child is born or is placed with the employee.
- The care of a parent, child under 18, spouse, civil partner, or same sex domestic partner who has a serious health condition requiring in-patient care, continuing medical treatment or medical supervision.

An eligible employee will not be required to use the unpaid leave potentially available under this section in one block. In some cases, the leave may be taken on an intermittent or reduced schedule basis, when medically necessary.

Any employee seeking unpaid leave under this Section must request the unpaid leave in writing (absent an emergency or unusual circumstance) through the employee's supervisor, and thirty days advance notice is required for "foreseeable" leave requests. Medical certification is required in support of the unpaid leave, and periodic certifications during the unpaid leave period also may be required.

An employee's absence or unpaid leave, as with other leave requests, may impact an employee's eligibility for and/or amount of pay increase where

the pay increase is based on seniority, length of service or work performed.

Employees may be required, at the discretion of their supervisor, to use concurrently vacation days while taking Family Leave, to the extent the vacation days are available for use by the employee. In order to concurrently use vacation days, employees must comply with INSTAP's applicable paid vacation policies. During the unpaid leave under this section, INSTAP will not continue contributions for insurance and other benefits, including pension contributions. Paid vacation days do not accrue during an unpaid leave under this section.

#### **H) Leave of absence with pay**

A request from an employee for a leave with pay must be referred first to their supervisor for appropriate action.

#### **I) Other Leave of Absence**

Any other leave of absence is a temporary suspension of employment without pay at the request of the employee. Employees must have worked for INSTAP for at least one year before a request for an "other" leave of absence will be considered. All requests must be submitted in writing to the INSTAP Executive Director, and will be considered on an individual basis taking into account the nature of the employee's position, the employee's previous work record, length of service, the reason for the request, and the needs of INSTAP.

Any approved leave is without pay, and vacation days will not accrue during this period. The employee may continue his/her medical benefits if arrangements are made for the employee to pay the full amount of the premiums.

#### **J) Research leave requests**

INSTAP is committed to supporting the research interests and professional development of its staff. INSTAP does not have a paid sabbatical system. INSTAP Affiliates can have unpaid leave for 6 months to a year with the approval of their supervisor. INSTAP will try to keep the position available, dependent upon fiscal responsibilities.

#### **K) Benefits during leave**

A research leave may result in the cessation of some of the person's benefits. For United States citizens who are full-time employees, INSTAP will continue full health insurance benefits. If a staff member accepts a fellowship at another institution that relieves INSTAP of salary equivalent to the costs of benefits for up to one year, INSTAP will not continue to pay for benefits. Retirement contributions will continue for all research and professional development leaves, provided that the employee continues to receive compensation from INSTAP during the period of leave. INSTAP will maintain the life insurance policy for United States citizens who are full-time employees for the period of research leave, for up to one year. No vacation will accrue during the period of paid or unpaid leave.

#### **L) For staff on the euro payroll enrolled in IKA**

If you are granted a leave of absence, according to IKA regulations the employee continues to be covered by the medical plan for one year, if they have the requisite number of credits. Because IKA pension is linked to payroll payments, the pension contributions would be suspended for any unpaid leave period.

### **8. Retirement Policy**

#### **A) Retirement Policy for Employees in Greece, paid in Euros**

The INSTAP SCEC complies with all regulations regarding the employer and employee contributions to IKA that provide health care during employment and after retirement, as well as severance upon retirement and pension payments after retirement. When an employee reaches retirement age, the INSTAP SCEC can require him/her to retire from work at the INSTAP SCEC.

Upon retirement, INSTAP SCEC employees in Greece on the euro payroll are eligible for Greek government-mandated severance packages, based on years of service and salary. The severance payment is based on a progressive scale measuring length of service starting after 2 months of employment and extending through 28 years of service. A percentage based on years of service is then applied to the salary at the time of retirement to calculate the mandated severance payment. The INSTAP SCEC pays severance according to these mandated guidelines and contributes an additional percentage based on two IKA-defined employment categories. A lump-sum severance

payment is paid with a separate check presented on the last day of employment. All other benefits cease at the time of retirement, including the private health insurance policy. It is a policy of the INSTAP SCEC not to award “terminal sabbaticals” upon retirement.

All other benefits cease at the time of retirement.

## **B) Retirement Policy for Employees paid in USD**

The INSTAP SCEC participates in The Institute for Aegean Prehistory 401(k) and Retirement Plan (the “Plan”) to provide an additional financial benefit to employees and to afford participants the opportunity to save for retirement. Participants have the option to make contributions to a traditional 401(k) and make salary deferrals on a tax-favored basis. Subject to the conditions set forth in the Plan, pre-tax amounts contributed, and earnings on these amounts, are not taxed until withdrawal. Additionally, participants may make their contributions to a Roth 401(k) account and have their contributions taxed in the year of deferral. Subject to the conditions set forth in the Plan, Roth 401(k) contributions and their earnings are not subject to additional taxation at the time of a qualified distribution. Participants may elect to contribute to one or both types of 401(k) accounts.

As per our current plan document, employees may make voluntary contributions up to 70% of their earnings up to a maximum, which in 2012 is \$17,000. In addition, individuals who will be at least age 50 by the end of the tax year may make an additional “catch-up” contribution of up to \$5,500 for 2012. Individualized contribution schedules may be arranged with Human Resources.

Regardless of an employee’s participation or non-participation, all employees may receive a “safe harbor” contribution to the Plan equal to 3% of total compensation. A safe harbor notice providing a narrative of the allocation will be provided prior to November 30th of each year for the year following. Safe harbor contributions are made at the end of each calendar year, and are made on a pre-tax basis, and are subject to taxation at the time of distribution. Additionally, after one year’s service and provided he or she is an employee of INSTAP on the last day of the year, INSTAP may make a discretionary contribution to the employee’s account in the Plan equal to a uniform percentage of the employee’s eligible compensation (such eligible compensation is subject to the Internal Revenue Service annual eligible compensation limit which for 2012 is \$250,000) which percentage will be determined each year by INSTAP, but is currently 6%. The initial contribution is pro-rated, and is based on the compensation earned beginning with the first full month following the employee’s first anniversary date, through December 31 of that year. All discretionary contributions are

made on a pre-tax basis, and are subject to taxation at the time of distribution.

A Plan participant may, by written application, borrow amounts in his or her Plan account subject to the terms and conditions as set forth in the Plan. The principal balance of a loan shall not be less than \$1,000. Participants are entitled to borrow half of their vested account balance up to a maximum of \$50,000, less the highest outstanding loan balance in the prior 12 months. The loan must be paid back over a maximum of five years with the exception of home purchases, which are eligible for a longer time period. The loan plus interest is repaid through payroll deductions. In the event you separate from service, your outstanding loan balance must be paid within 90 days beginning on the first day of the quarter following your date of termination. Should you fail to repay this obligation, a 1099R will be issued and the outstanding loan balance become a taxable event to you.

Participants may allocate their money into a variety of investment choices. Once an employee is enrolled in the Plan, investment adjustments can be made directly through the Sentinel Benefits website or Sentinel Benefits Member Service Center. Furthermore, each year you will receive a 404(a)(5) fee disclosure notice, as required by the U.S. Department of Labor, this notice is to better help you make investment related decisions in regards to your account.

Changes to a participant's salary deferral percentage are permitted quarterly with at least 15 days advance notice. Please contact Human Resources to complete the contribution change form needed to initiate changes to your salary deferrals.

The Plan Administrator has circulated a copy of the Plan document to each plan participant. Please contact Human Resources for additional information regarding the Plan.

## **9. Other Employee Benefits, Employees paid in USD**

### **A) Health Insurance**

INSTAP provides each employee with major medical and hospital insurance, beginning on the first day of employment.

INSTAP's Group Health Plan allows employees to select healthcare providers both inside and outside the insurance company's network. The Company provides generously subsidized health insurance rates to employees. Employees may extend medical coverage to Dependents, but are required to contribute toward the additional cost of providing health insurance to their



Dependents. Monthly health insurance contributions will be deducted from the employee's monthly salary. The Institute for Aegean Prehistory Section 125 Plan has been established so that this deduction is paid for with pre-tax dollars, further reducing the cost to the employee. An election form must be signed by employees who wish to participate in the plan.

Human Resources can provide summary plan descriptions, policy documents and employee monthly health care contribution amounts.

## **B) Continuation of Health Benefits**

Under federal law, when an employee leaves a position, he or she may be eligible to elect continuation of group medical benefits at his or her own expense (usually for 18 or 36 months). If there are dependents who are covered under the plan, they also have the option to continue their benefits, either in conjunction with the employee, or separately.

Benefits may be continued until one of the following events occurs:

- Employee or dependents are covered under another group health plan that does not include a pre-existing condition clause that applies to the employee or to a covered dependent.
- Employee or dependents are covered under Medicare.
- Employee or dependents notify the Company to stop coverage.
- Employee or dependents fail to pay the monthly premium on time.
- Employee or dependents reach the end of the continuation period.
- The Company's Group Health Plan is no longer in force.

If the Social Security Administration determines that an individual is totally disabled at the time of termination of Group Health Coverage, he or she may be entitled to an extension of the COBRA Continuation Coverage period to a maximum of 29 months. Proof of the Social Security Administration's acceptance of disability determination must be submitted to the Company within 60 days of that determination.

An election form and further explanation of an individual's rights under COBRA may be obtained from Human Resources.

## **C) Life Insurance**

Employees receive one and a half (1.5) times their annual salary in group term life insurance (GTL), at no charge to the employee, up to a maximum coverage of \$150,000. The policy becomes effective on the first day of employment.

The imputed cost of GTL coverage in excess of \$50,000 must be included in income. The annual amount of imputed income, determined by the IRS Premium Table, is reflected on each employee's W-2.

#### **D) Long Term Disability**

INSTAP provides Long Term Disability (LTD) coverage to employees who are disabled for more than 90 days, and pays 60% of salary up to a maximum of \$6,000 per month. The cost of coverage is included on each employee's W-2 as imputed income such that employees receive the LTD benefit on a tax-favored basis unless an employee has opted out of receiving this benefit on a tax-favored basis. The amount of imputed income is equal to the premium attributable to the cost of LTD coverage. Contact Human Resources and refer to the official plan document and summary plan description for further details.