

EMPLOYMENT AGREEMENT № _____

Moscow

« ____ » _____ 202__

Federal State Independent Educational Institution for Higher Education “Moscow State Institute of Foreign Relations (MGIMO University) under the Ministry of Foreign Affairs of the Russian Federation”, located at 119454 Moscow, 76 Prospect Vernadskogo, hereinafter referred to as “Employer” as Party 1 represented by **V.M. MOROZOV**, Vice-Rector for Employment Policy acting on the authority of the Letter of Capacity No 1040/01 dd. 01.05.2021, and

passport serial number _____ issued by _____
_____ on (date) _____

residing at _____,

hereinafter referred to as Employee, as Party 2, have entered into this Agreement as follows:

1. General Provisions

1. Employee shall receive employment in the University in the position of _____ at the wage rate of _____ in the subdivision _____.
(full time 0,5, wage rate; 0,2 wage rate)

Employee shall perform the duties pertaining to the said position personally and in compliance with the terms of the Employment Agreement and the position profile at the place of actual location of Employer.

2. Place of employment of Employee shall be the premises used by Employer for its activities in Moscow.
3. This Agreement shall be *(underline as applicable)*:
- of primary employment,
 - of secondary employment.
4. This Agreement is concluded *(underline as applicable)*:

- for indefinite term (open-end agreement);
 - for the term of ____ years (fixed-term agreement) commencing ____ ____ 202__
dd. mm.
- and terminating ____ ____ 202__
dd. mm.

Grounds for the fixed-term agreement shall be as follows: _____.

5. Employment activity shall start on ____ ____ 202__.
dd. mm.
6. Probation period: a) without probation.
b) _____ commencing on the first day of actual employment activity.

Employee shall perform employment duties in compliance with subsection 7 section 4 article 13 of Federal Law dd. 25.07.2002 No 115-FZ “On the legal status of foreign nationals in the Russian Federation” (as amended, in force from 29.12.2021).

7. Working conditions at the place of employment of Employee shall correspond to *(underline as applicable)*:
- a) allowable (class 2);
 - b) hazardous (class 3) rate _____.

7.1. The place of employment of Employee is equipped with systems of continuous video monitoring activated in cases stipulated in the in-house policies and procedures. For the purposes of prevention of terrorist attacks, all in-house telephone communications are recorded.

II. Rights and Duties of Employee

8. Employee may:
- have work stipulated in this Employment Agreement, enjoy the equipment, tools, materials and other facilities provided as necessary that he/she performs his/her employment duties;
 - enjoy the safety and security of working environment as provided for in state occupational safety regulation;
 - receive compensation in full amount and as due, the sum and the terms of payment thereof to be determined in this Employment Agreement with regard to the Employee’s skills and knowledge, complexity of the job, amount and quality of the work performed;
 - receive bonus and other benefit payments on results of work performed, use social welfare and medical facilities of the University;
 - enjoy other rights provided for in the statutory labour regulation of the Russian Federation and this Employment Agreement.

Employee must:

- perform the duties of his/her employment in good faith and in full compliance with the position profile;
- avoid labour misconduct, perform services in compliance with Employer's in-house rules and procedures, work safety requirements and other administrative acts of which Employee was notified and acknowledged notification in writing;
- obey the Employer's in-house regulations and the security service instructions;
- keep confidential any information, in-house, commercial and other secrets that may come to his/her knowledge in the course of performance of this Agreement;
- treat the Employer's property with care, use any entrusted equipment properly and for its intended purpose, indemnify any damage resulting due to his/her fault;
- avoid appropriation of corporate opportunities or personal use of working time;
- inform Employer on any change in the personal details within 3 (three) days from the day of such change;
- on Employer's commission, perform assignments outside the regular working place for a stipulated term in the absence of statutory excuse;
- promptly inform Employer or the immediate superior about situations that may cause threat to life and safety of people, security of Employer's property including any property of third persons presently in Employer's possession if Employer is responsible for its safekeeping, other employees' property.

III. Rights and Duties of Employer

9. Employer may:

- demand that Employee should faithfully perform his/her duties under this Employment Agreement;
- create in-house administrative acts, including in-house rules and procedures, labour safety requirements;
- take disciplinary action and place material responsibility against Employee in accordance with procedures established in the Labour Code and other federal rules;
- provide incentives to reward Employee for faithful and efficient performance;
- act in other manner as prescribed in the labour law of the Russian Federation and in this Employment Agreement.

10. Employer must:

- ensure the opportunity for the Employee to work within his/her area of expertise and in accordance with his/her professional skills;
- supply equipment and materials required for work;
- compensate Employee fully and as due;
- set up a personal account to make transfers of compensation;
- adjust the salary of Employee in accordance with statutory requirements of the Russian Federation;
- process and protect the personal data of Employee in accordance with statutory requirements of the Russian Federation;
- reward Employee for faithful performance;
- take disciplinary action and place material responsibility against Employee in accordance with the applicable law;
- provide an annual paid vacation for the period no less than 28 calendar days;
- keep Employee informed of his/her position profile, collective bargaining agreement, as well as in-house personnel regulations presently in force in the University;
- perform other duties provided for in the labour law and other statutory rules and procedures governing labour and employment relations, in the collective bargaining agreement, other agreements, in-house administrative acts and this Employment Agreement.

IV. Compensation

11. Employment duties stipulated in this Employment Agreement shall be compensated on the monthly basis as follows:

- base salary _____ roubles;
- **incentive payments:**
 - a) personal bonus _____ roubles till _____ 202__;
Personal bonus may be adjusted on results of Employee's performance in the previous year and determined in the University directive for the succeeding year.
 - b) bonus for an academic degree _____ roubles;
 - c) bonus for honours and decorations _____ roubles.
- Reimbursements and benefits:
(*grounds for reimbursement or benefit*) _____ roubles.
- Annual bonus on results of Employee's performance in the previous calendar year conditional on the achievement of effectiveness and efficiency targets stated in the Table.

Effectiveness Indicators and Criteria

| № | Target indicators of effectiveness and performance for the position | Criteria of assessment of effectiveness and performance in points (upper rate) | Form of reporting the achievement of targets | Reporting period |
|---|---|--|--|------------------|
| Uniform activities | | | | |
| 1. | Full and utmost quality performance of targets and employment duties of the employee | 50 | Report to the immediate superior | Annual |
| 2. | Compliance with in-house employment and safety regulations | 15 | Report to the immediate superior | Annual |
| 3. | Compliance with corporate ethics rules | 15 | Report to the immediate superior | Annual |
| Extra activities | | | | |
| 4. | Performance of collateral work, assignments of the superior beyond the scope of employment (projects, incidental commissions, etc.) | 10 | Report to the immediate superior | Annual |
| 5. | Quality of actually performed extra activities (compliance with technology, accuracy, absence of complaints) | 10 | Report to the immediate superior | Annual |
| Total value of criteria in points: 100 | | | | |

to be paid lumpsum in the December of the current year on the basis of the report assessed in points according to 100-point scale as follows:

| Points | Value of bonus based on points received (% of annual bonus fund) |
|----------|---|
| 100 - 95 | 100 |
| 94 - 90 | 95 |
| 89-85 | 90 |
| 84-80 | 80 |
| 79-75 | 75 |
| 74-70 | 70 |
| 69-65 | 65 |
| 64-60 | 60 |
| under 60 | no bonus paid |

In case of dismissal during the calendar year, the Employee shall receive performance bonus in proportion to the period actually at work.

12. Employer shall be provided with pecuniary aid in cases stipulated in MGIMO in-house Remuneration Policy Regulation.
13. Nightwork shall be compensated at a higher rate, such rate shall not be lower than those established in statutory and administrative acts.
14. Work on weekends and public holidays shall be performed as agreed between the parties and compensated at a double hour- or day-rate for work over the monthly workrate, and at a single hour- or day-rate for work within the monthly workrate; additional days-off may be provided.
15. Salary and other work compensation shall be paid in cash in the currency of the Russian Federation (in roubles) by crediting Employee's personal account twice a month pursuant to the time and procedures stated in the Collective bargaining agreement.
16. Employee shall fully enjoy the access to benefits, protections and indemnities provided for in the laws of the Russian Federation, statutory and regulatory enactments of constituent entities of the Russian Federation, collective bargaining agreement and in-house rules of the University.

V. Working time and time off-work

17. Employment schedule (working days and days-off, time at which the working hours begin and end) shall be determined in the in-house labour and employment procedures of Employer:
- _____ -day working week of total _____ working hours;
 - part-time working week of _____ hours;
 - day duty of _____ working schedule allowing for 2 hours for rest and meals.
- Overwork above the established working calendar shall be balanced by reducing working time in other periods or by providing additional days-off as agreed between the parties.

17.1. Employee in the position of _____ shall have unregulated working day in accordance with MGIMO in-house work and employment procedures.

18. Employee shall enjoy a paid annual vacation for the period of _____ calendar days. Vacation time may be split if so agreed between the parties. At least one part of the vacation shall be no less than 14 calendar days. Vacation shall be granted in accordance with the vacation schedule in force in the University.

19. Employee may annually enjoy an additional paid vacation for the period of _____ calendar days on the grounds of _____.
(state the grounds for the additional vacation)

VI. Social insurance and social safety mechanisms

20. Within the duration period of this Employment Agreement, Employee shall have access to medical aid pursuant to the voluntary medical insurance policy Serial No _____ dd. _____ 202__, providing inter alia for the general as well as special emergency medical services in the manner and under the terms stated in the applicable laws of the Russian Federation.

21. Employee shall enjoy access to social safety mechanisms established in the in-house administrative policies of the University.

VII. Liability of the parties to the Employment Agreement

22. Employer and Employee shall bear liability for failure to perform or undue performance of duties and responsibilities stipulated the laws of the Russian Federation, in-house administrative rules of Employer and in this Employment Agreement.

23. Any employment misconduct, i.e., non-performance or undue performance of duties under this Employment Agreement, committed by Employee and being his/her fault, may result in disciplinary sanctions provided for in the Labour Code of the Russian Federation.

VIII. Alteration and termination of Employment Agreement

24. This Employment Agreement may be terminated only on the grounds provided for in the Labour Code of the Russian Federation and other federal laws.

25. This Employment Agreement may be altered or amended at will by the parties by signing a variation agreement which shall become integral part of this agreement.

IX. Final provisions

26. All matters of controversy arising from this Employment Agreement shall be settled by the parties on the amicable basis, and if the parties fail to reach an agreement, by proper judicial proceedings under the laws of the Russian Federation.

27. This Employment Agreement shall exist in two copies of equal legal force. One copy shall be kept with Employer and the other with Employee.

Signed, Employer _____

Signed, Employee _____

« _____ » _____ 202__
(signature date)

« _____ » _____ 202__
(signature date)

Seal

Copy of Employment Agreement served on me Signed, _____ date _____ 202__