

EMPLOYMENT AGREEMENT No _____
(with a professor)

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”, hereinafter referred to as “Employer” as Party 1 represented by _____ authorized by

(charter, order, power of attorney)

and _____
passport serial number _____ issued by _____
_____ on (date) _____,
residing at _____,
hereinafter referred to as Professor, as Party 2, have entered into this Agreement as follows:

1. General Provisions

1.1. This Employment Agreement shall govern the terms of employment as established by and between Employer and Professor in compliance with the labour and employment law and other statutory regulations.

1.2. Professor shall receive employment in the University in the position of _____ with the Department _____ to conduct classes in _____ and perform other duties in accordance with his/her individual plan at the wage rate of _____
(full time 0,5, wage rate; 0,2 wage rate)

and 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.

Professor shall perform employment duties in compliance with subsection 8 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”.

1.3. Place of employment of Professor shall be the premises used by Employer for its activities in Moscow.

1.4. Duration of this Agreement shall be the term of ____ years (fixed-term agreement) commencing _____ 202__
dd. mm.

1.5. Employment activity shall start on _____ 202__.
dd. mm.

1.6. This Agreement shall be *(underline as applicable)*:

- of primary employment,
- of secondary employment.

1.7. Working conditions at the place of employment of Professor shall correspond to class 2 in the rate of harmful and/or hazardous environments and stay within the allowable work exposure limits, which is confirmed by the results of special workplace certification.

2. Rights and Duties of Professor

Professor may:

- 2.1. subject to approval by administration and within the scope of the established curriculum, select the topics, academic content and forms of classroom activities and methods of individual work with the students;
- 2.2. enjoy the safety and security of working environment as provided for in state occupational safety regulation;
- 2.3. 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 Professor’s skills and knowledge, complexity of the job, amount and quality of the work performed;
- 2.4. set up methods of systematic control over the educational process (mandatory tutorial instructions, interim tests, topic-related colloquiums, individual tasks);
- 2.5. use the equipment, laboratories, information sources as established by the University rules and procedures;
- 2.6. take part in academic and research-and-instruction conferences.

Professor must:

- 2.7. perform the duties of his/her employment in good faith and in full compliance with the curriculum, class schedule, individual plan and the University Statute, as well as with orders and instructions of his/her immediate superior;
- 2.8. engage in planning, organization and control of academic, educational and research-and-instruction activities regarding the

- academic subject areas under his/her tutorship;
- 2.9. perform all kinds of classroom activities, advise on course and diploma projects and supervise research activities of seekers of a master degree;
 - 2.10. supervise research in the sphere of academic specialization of the department, organize its activities. Promote the involvement of lecturers, educational support staff, post-graduate students and workers from other departments of the University in research and development activities according to procedures presently in force in the University;
 - 2.11. create the environment for the students to develop the main elements of professional integrity which will ensure the future professional success of the graduates;
 - 2.12. develop practical curricula in the academic subject areas under his/her tutorship, supervise similar development by other academic staff;
 - 2.13. attend any kinds of classes at his/her discretion, attend examinations and tests on academic subjects under his/her tutorship;
 - 2.14. take part in research-and-instruction work of the department in the sphere of professional training, in the work of the instruction committee within the area of specialization and in the activities of the faculty research-and-instruction council;
 - 2.15. control the research-and-instruction support of the academic subject areas under his/her tutorship. Supervise the production of textbooks, training materials and study guides, lecture compendia and other instruction materials in the areas of his/her tutorship, contribute personally to the development and preparation for publication of such materials;
 - 2.16. propose improvements to the academic and research-and-instruction work of the department (faculty);
 - 2.17. take part in seminars, discussion panels and conferences, national and international, within the academic research areas of the department;
 - 2.18. organize, plan and supervise individual work and research activities of students within the subject areas under his/her tutorship, supervise the students' research society guided by the department (faculty) and professional guidance counselling for schoolchildren within the subject areas of the department;
 - 2.19. make regular and valuable contribution in the professional advancement of the academic staff of the department, provide them with instruction and assistance towards the development of teaching skills and academic competence;
 - 2.20. supervise the training of academic and teaching specialists (post-graduates and external degree-seekers) at the department;
 - 2.21. contribute to the dissemination of knowledge in the scientific and technical, socio-humanitarian, economic and legal spheres;
 - 2.22. take part in the activities of elected bodies or administrative subdivisions of the University on the matters concerning the work of the department (faculty);
 - 2.23. teach original courses within the academic research areas of the department (faculty);
 - 2.24. improve his/her professional qualification through the methods and in the forms adopted by the Rector, ensure registration in the abstracting database of academic publications (RSCI), Web of Science and Scopus, as well as in the personal internet profile ECO at mgimo.ru;
 - 2.25. avoid labour misconduct, perform services in compliance with Employer's in-house rules and procedures;
 - 2.26. keep confidential any University information that may come to his/her knowledge in the course of performance of this Agreement;
 - 2.27. avoid appropriation of corporate opportunities or personal use of working time;
 - 2.28. inform Employer on any change in the personal details within 3 (three) days from the day of such change;
 - 2.29. promptly inform the administration of the University of any excusable inability to perform work stipulated in this Agreement and the class schedule.

3. Rights and Duties of Employer

Employer may

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

Employer must:

- 3.6. ensure the opportunity for Professor to work within his/her area of expertise and in accordance with his/her professional skills;
- 3.7. provide safe and comfortable working environment in accordance with applicable norms and procedures;

- 3.8. promptly inform Professor on all changes in the organization of the academic process;
- 3.9. process and protect Professor's personal data in accordance with the laws of the Russian Federation;
- 3.10. compensate Professor fully and as due;
- 3.11. set up a personal account to make transfers of compensation or make such transfers into an account specified by Professor;
- 3.12. perform other duties provided for in the labour law and other statutory rules and procedures;
- 3.13. provide allowable working environment in the workspace in accordance with the working conditions compliance certification/special hazard and risk certification of workplace.

4. Compensation

4.2. Duties performed by Professor under this Employment Agreement shall be compensated as follows:

- a) base salary _____ roubles;
- b) incentive payments: _____ roubles for _____

description of work compensated)

- bonus for efficiency and outstanding performance _____ roubles;
- bonus for quality of work performed _____ roubles;
- bonus for performance and effectiveness, conditional on the achievement of targets stipulated in in-house acts.

The actual bonus rate shall be determined for the successive period on the results of the preceding period on the basis of actual performance by Professor of specific work beyond the duties stipulated in the scope of employment described in Part 2 of this Agreement.

Each item of work shall be assessed in points. The "monetary equivalent" of each point shall be established for one semester. The amount of bonus to be paid to Professor shall be calculated by summing up the points accumulated in a given semester and paid in the subsequent semester in equal monthly amounts.

Teaching activities above the confirmed academic hours shall be compensated on the academic hour basis for actually performed hours at the rate established in the in-house act for the corresponding academic year.

4.2. Professor shall be provided with pecuniary aid and shall be paid one-time bonuses on performance and in cases specifically stipulated in in-house acts, Remuneration Policy, Bonus Policy, Pecuniary Incentives Policy in force in the University.

4.3. Salary and other work compensation shall be paid in cash in the currency of the Russian Federation (in roubles) by crediting Professor's personal account twice a month pursuant to the time and procedures stated in the Collective bargaining agreement.

4.4. Any reduction in the quantity of the teaching hours occurring during the academic semester for reasons beyond the control of Professor shall not affect his/her base salary.

4.5. Professor 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.

4.6. Any time further benefits and incentives are created for academic workers within the framework of the Ministry of Foreign Affairs or by the Ministry of Education and Science of the Russian Federation, Employer shall take all possible effort that such benefits and incentives are applied to the academic workers of the University.

5. Working time and time off-work

5.1. The number of Professor's working hours (salary rating by the teaching hour) shall not exceed 36 hours a week on the six-day working week basis. The number of classroom hours shall be determined annually in the University administrative order for the succeeding academic year and shall not exceed the upper margin established for the position in question. Professor may take extra classroom hours within the scope of his/her position but no more than 300 hours per academic year. Compensation shall be on the hourly basis.

5.2. Any secondary employment Professor might take shall be performed in the time off his/her primary employment hours.

5.3. Professor shall enjoy a paid annual vacation for the period of 56 calendar days. Vacation time shall be agreed between the parties and granted during the working year in accordance with the vacation schedule in force in the University.

6. Social insurance and social safety mechanisms

6.1. Within the duration period of this Employment Agreement, Professor 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.

6.2. Professor shall enjoy access to social safety mechanisms established in the in-house administrative policies of the

University.

7. Liability of the parties to the Employment Agreement

- 7.1. Employer and Professor shall bear liability for failure to perform or undue performance of duties and responsibilities stipulated in this Employment Agreement, in-house administrative rules of Employer and the laws of the Russian Federation.
- 7.2. Any employment misconduct committed by Professor may result in disciplinary sanctions provided for in the Labour Code of the Russian Federation.

8. Alteration and termination of Employment Agreement

- 8.1. This Employment Agreement may be altered or terminated at will by the parties by changing the language thereof or by signing a variation agreement in which case it shall become integral part of this agreement, in the following cases:
- changes in the statutory regulation of the Russian Federation affect the rights, duties and interests of the parties, or Employer amends in-house administrative rules and procedures;
 - other events stated in the Labour Code of the Russian Federation.
- 8.2. On expiry, this Agreement with Professor may be renewed for a subsequent term according to the applicable procedures in the University.
- 8.3. This Employment Agreement may be terminated only on the grounds provided for in the Labour Code of the Russian Federation and other federal laws. General statutory grounds for termination applicable to Professor shall be the grounds stated in Article 77 of the Labour Code of the Russian Federation.
- 8.4. In the event of termination of this Employment Agreement, Professor shall be entitled to protections and indemnities provided for in Article 27 of the Labour Code of the Russian Federation and other federal laws.

9. Final provisions

- 9.1. 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.
- 9.2. This Employment Agreement shall exist in two copies of equal legal force. One copy shall be kept with Employer and the other with Professor.

Signed, Employer _____

Signed, Professor _____

Seal

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