

EMPLOYMENT AGREEMENT No _____
(with an academic researcher)

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 _____
_____ authorized by _____
(charter, order, power of attorney)

and _____
passport serial number _____ issued by _____
_____ on (date) _____
residing at _____,
hereinafter referred to as Academic Researcher, 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 Academic Researcher in compliance with the labour and employment law and other statutory regulations.
- 1.2. Academic Researcher shall receive employment in the University in the position of _____
with the Centre _____ International Research Institute to conduct research 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)

Academic Researcher 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.

Academic Researcher 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 Academic Researcher shall be the premises used by Employer for its activities in Moscow.
- 1.4. This Agreement shall be *(underline as applicable)*:
- of primary employment,
 - of secondary employment.
- 1.5. This Agreement is concluded for the term of _____ years (fixed-term agreement) commencing _____ 202__
dd. mm.
and terminating _____ 202__ .
dd. mm.
- 1.6. Employment activity shall start on _____ 202__ .
dd. mm.
- 1.7. On assignment, Academic Researcher shall serve a probation period of __ calendar days from the date of assignment.
- 1.8. Working conditions at the place of employment of Academic Researcher 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.
- 1.9. The place of employment of Academic Researcher 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.

2. Rights and Duties of Academic Researcher

2.1. Academic Researcher may:

- apply methods and mechanisms of research that to the fullest extent conform with his/her personality and ensure the best standard of research process;
- engage in any professional advancement activities in any lawful forms and by any lawful methods;
- use the equipment, laboratories, information sources as established by the University rules and procedures;
- in accordance with the laws of the Russian Federation, receive benefits from implementation of research insights of his/her authorship;
- take part in scholarly debates, academic conferences and other joint discussions;
- have work stipulated in this Employment Agreement;

- 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 Researcher'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.

2.2. Academic Researcher 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 Academic Researcher was notified and acknowledged notification in writing;
- 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;
- 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;
- take part in academic conferences.

3. Rights and Duties of Employer

3.1. Employer may

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

3.2. Employer must:

- ensure the opportunity for the Academic Researcher to work within his/her area of expertise and in accordance with his/her professional skills;
- provide safe and comfortable working environment;
- supply equipment and materials required for work;
- compensate Academic Researcher fully and as due;
- set up a personal account to make transfers of compensation or make such transfers into an account specified by Academic Researcher;
- adjust the salary of Academic Researcher in accordance with statutory requirements of the Russian Federation;
- process and protect the personal data of Academic Researcher in accordance with statutory requirements of the Russian Federation;
- reward Academic Researcher for faithful performance;
- keep Academic Researcher informed of his/her position profile, the collective bargaining agreement, as well as all 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.

4. Compensation

4.1. Duties performed by Academic Researcher under this Employment Agreement shall be compensated as follows:

- a) base salary _____ roubles;
- b) **incentive payments:**
 - bonus for quality of work performed _____ roubles;
 - bonus for academic degree _____ roubles;
 - bonus for title of honour _____ roubles;
 - bonus for performance and effectiveness, conditional on the achievement of targets stipulated in in-house acts (orders).

The actual bonus rate shall be determined through MGIMO administrative order for the succeeding semester for five months (September to January and February to June) on the basis of Academic Researcher's approved report on his/her target taglines compliance within the preceding semester.

Each item 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 Academic Researcher shall be calculated by summing up the points accumulated in a given semester and paid in the subsequent semester in equal monthly amounts.

In case of dismissal, the bonus shall be paid to Academic Researcher as a lump sum on the basis of his/her application.

c) indemnification payments:

- extra amounts payable for [state basis] _____ roubles.

- 4.2. Academic Researcher shall be provided with pecuniary aid and shall be paid 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 the personal account of Academic Researcher twice a month pursuant to the time and procedures stated in the Collective bargaining agreement.
- 4.4. Any reduction in the quantity of research as regards the quantity set in the individual plan that may occur within the period of employment for the reasons beyond the control of Academic Researcher shall not affect his/her base salary.
- 4.5. Academic Researcher 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 where 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 in the University.

5. Working time and time off-work

- 5.1. The number of working hours of Academic Researcher shall be set in his/her individual plan and shall not exceed 40 hours a week on the five-day working week basis.
- 5.2. Any secondary employment Academic Researcher might take shall be performed in the time off his/her primary employment hours.
- 5.3. Academic Researcher shall enjoy an annual vacation for the period of _____ calendar days (the period calculated on the basis of academic degree).
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, Academic Researcher 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. Academic Researcher 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 Academic Researcher 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 Academic Researcher 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 Academic Researcher 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 Academic Researcher 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, Academic Researcher 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 Academic Researcher.

Signed, Employer _____

Signed, Academic Researcher _____

Seal

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