### 河海大学外籍博士后研究人员聘用协议

**Employment Agreement for International Postdoctoral Researchers of Hohai University**

甲方：河海大学

**Party A: Hohai University**

乙方（博士后研究人员）： 国籍: 护照号码:

**Party B (Employee):**   **Nationality:**   **Passport No:**

丙方（合作导师）：

**Party C (Supervisor):**

丁方（流动站）： 负责人：

**Party D(Research Station):**  **Person in Charge：**

乙方申请到甲方 博士后科研流动站脱产从事博士后研究工作，甲方经考核同意接收。经甲、乙、丙、丁四方平等协商，就乙方到甲方从事博士后研究工作达成如下协议：

Party B applies to Party A's Postdoctoral Research Station to engage in Postdoctoral research work, and Party A agrees to accept Party B after assessment. Through equal consultation among Party A, Party B, Party C and Party D, the following agreement is reached on Party B's Postdoctoral research work in Party A:

第一**条 工作期限**

**Article 1 Duration of Work**

乙方在甲方从事博士后研究工作的期限为两年，自 年 月 日至 年 月 日（自乙方进站之日起开始计算），一般不能提前或延期出站。特殊情况如乙方要求延期出站，应提前一个月向甲方提出申请，在甲方批复同意的前提下最长在站时间不得超过三年，本协议的有效期至甲方书面批准的出站日期为准。

Party B shall be engaged in the Postdoctoral research work in Party A for two years, from (month/year) to (month/year) (calculated from the date when Party B enters the Research Station), and generally may not leave the Station in advance or delay. In case of special circumstances, Party B shall apply to Party A one month in advance if Party B requests to postpone the departure, and the longest stay time shall not exceed three years under the premise of Party A's approval, and the validity of this Agreement shall be subject to the departure date approved by Party A in written.

第二条 研究内容

Article 2 Research Content

四方协商确定乙方在站两年内科研课题的主要内容及目标任务：

The main contents and expected objectives of the scientific research project of Party B in the Station within two years are determined through consultation by the four Parties:

课题主要内容:

The main contents of the project are as follows:

目标任务: 审批表中签订的岗位任务必备条件及可选条件：比如完成几篇论文及申请几项基金（此段文字在打印稿中删除）

Aim and tasks: Prerequisites and optional conditions for the job tasks signed in the Approval Form: such as completing several papers and applying for several funds

第三条 乙方权利

Article 3 Rights of Party B

在协议期内，甲方为乙方发放工资，月薪应发数不低于人民币9000元,发满24个月。

During the term of the agreement, Party A shall pay salary to Party B, and the monthly salary shall not be less than RMB 9000 before tax, which shall be paid for 24 months.

第四条 乙方义务

Article 4 Obligations of Party B

一、遵纪守法，遵守全国博士后管委会和甲方的有关规章制度并履行应尽的义务，若有违反，按有关规定处理。

1. Party B shall observe discipline and law, abide by the relevant rules and regulations of the National Postdoctoral Management Committee and Party A, fulfill the due obligations. If there is a violation, Party B will be dealt with according to the relevant provisions.

二、乙方应在来华前办妥国际医疗及住院保险。

2. Party B shall finish purchasing international medical and hospitalization insurance before coming to China.

三、乙方进站之日起两个月内进行开题，进一步明确乙方在站期间科研工作的主要内容、工作目标和预期成果等，并将《河海大学博士后研究计划开题报告》交甲方备案存档。

3. Party B shall make the Report Proposal within two months from the date of Postdoctoral registration, further clarify the main contents, objectives and expected results of Party B's scientific research work during the Postdoctoral work period, and submit the *Report Proposal of Hohai University’s Postdoctoral Research Plan* to Party A to put on record and keep in the archives.

四、乙方在站期间作为 类博士后招收人员参与考核与评估，需完成进站时签订的目标任务书，具体要求严格按照《河海大学博士后工作管理办法(2020年修订)》（河海校人〔2020〕38号）执行。

4. Party B as category who participates in the assessment and evaluation as a Postdoctoral employee during the work period in the Station, shall complete the target assignment signed when entering the Station, and the specific requirements shall be strictly in accordance with the *Administrative Measures for Postdoctoral Work in Hohai University(Revision in 2020)(Hohai University Human Resources [2020] No.38)*.

五、乙方应按规定时间及时办理出站手续，对于未经甲方书面许可而不及时办理出站手续者，自动终止与甲方的人事关系，并办理退站，造成的后果由乙方承担。

5. Party B shall perform the Postdoctoral completion procedures in time according to the regulations, and those who fail to perform the Postdoctoral completion procedures in time without the written permission of Party A shall automatically terminate the employment relationship with Party A and perform the quitting procedures of Research Station. The consequences shall be borne by Party B.

六、如在站期间获国家博士后科研基金资助，务必在出站前完成科研项目结题并结清经费，须还清借款方可办理离校手续。

6. If Party B is supported by the National Postdoctoral Research Fund during the stay in Research Station, he/she shall complete the research project and settle the funds before leaving the Station, meanwhile Party B shall repay the loan before applying for the Postdoctoral completion procedures.

七、若乙方租住博士后公寓，应在出站时办理退宿手续，搬离博士后公寓。对逾期不退出公寓的博士后，将严格按照租住协议的有关条款执行。

7. If Party B rents a Postdoctoral apartment, he/she shall move out of the Postdoctoral apartment and finish the dormitory check-out procedures while performing Postdoctoral completion procedures. The Post Doctor who do not move out from the apartment within the time limit will be strictly implemented in accordance with the relevant provisions of the rental agreement.

八、协议期内，作为博士后研究工作考核的所有研究成果（含学术论文、科研专利、科研项目）均须同时署乙方及甲方名（即必须同时署作者及作者单位，第一署名单位为甲方）。

8. During the term of the Agreement, all research results (including academic theses, scientific research patents and scientific research projects) examined as Postdoctoral research achievements must be signed by Party B and Party A at the same time (the author and the authorship work unit must be signed at the same time, and the first authorship work unit shall be Party A).

九、协议终止后，乙方应当遵循诚实信用原则，履行保护甲方的知识产权、以及保守秘密的义务。

9. After the termination of the Agreement, Party B shall abide by the principle of honesty and credibility, perform the obligations of protecting Party A's intellectual property rights and keeping secrets.

第五条 甲方、丙方、丁方义务

Article 5 Obligations of Party A, Party C and Party D

1. 依照国家和甲方有关规定为乙方提供薪酬待遇。

1. Provide remuneration for Party B in accordance with the relevant regulations of the State and Party A.

二、丙方应对乙方的科研工作给予合作指导，根据具体情况提供必备的工作条件。

2. Party C shall cooperate with and guide Party B's scientific research work and provide necessary working conditions according to specific conditions.

1. 丁方及丙方负责督促乙方在来华前办妥国际医疗及住院保险，甲方不再承担乙方各项保险责任。
2. Party D and Party C shall be responsible for urging Party B to complete the international medical and hospitalization insurance before coming to China, and Party A shall no longer bear any insurance liabilities of Party B.

四、丁方在乙方进站满一年时，组织专家对乙方进行中期考核，并将《河海大学博士后科研工作中期考核表》交甲方备案。丁方在乙方工作期满出站前一个月内安排出站考核等工作。

4. When Party B’s work period reaches one year, Party D shall organize experts to conduct mid-term assessment for Party B, and submit the *Mid-term Assessment Form of Postdoctoral Scientific Research Work in Hohai University* to Party A to put on record and keep in the archives. Party D shall, within one month prior to the expiration of Party B's working period, arrange the assessment, evaluation and other related work about Postdoctoral completion affairs.

第六条 协议的变更、解除和终止

Article 6 Modification, Rescission and Termination of the Agreement

1. 订立本协议所依据的法律、行政法规、规章制度发生变化，本合同应变更相应的内容。

1. In case of any change in the laws, administrative regulations, rules and regulations according to which this Agreement is concluded, this Agreement shall be amended accordingly.

二、乙方有下列情形之一的，甲方可解除本协议：1、进站半年后仍未取得国家承认的博士学位证书的；2、提供虚假材料获得进站资格的；3、中期或出站考核不合格的；4、严重违反学术道德，弄虚作假，影响恶劣的；5、被处以刑事处罚的；6、因旷工等行为违反单位劳动纪律规定，符合解除劳动（聘用）合同情形的；7、因患病等原因难以完成研究工作的；8、出国逾期不归超过30天的；9、合同期满，无正当理由不办理出站手续或在站时间超过6年的。

2. Party A may terminate this Agreement if Party B has one of the following circumstances: 1. Those who have not obtained the certificate of doctoral degree recognized by the state half a year after entering the Station; 2. Providing false materials to obtain the qualification for entering the Station; 3. Failure in mid-term or the assessment of Postdoctoral Work Accomplishment; 4. Serious violation of academic morality and fraud which cause severely adverse effect; 5. Those who have been sentenced to criminal punishment; 6. Violating the provisions of labor discipline due to absenteeism and other acts, in line with the situation of labor(employment) agreement termination; 7. When it is difficult to complete the research work due to illness or other reasons; 8. Those who fail to return after going abroad for more than 30 days; 9. When the agreement expires, Party B fails to go through the Postdoctoral completion procedures without justified reasons or has been in the Research Station for more than six years.

三、乙方应在接到甲方关于解除合同的通知后一周内办理完退站手续。

3.Party B shall finish the quitting procedures of the Station within one week after receiving Party A's notice of termination of the Agreement.

第七条 附则

Article 7 Supplementary Provisions

一、本协议自签字之日起执行生效，各方保证遵守执行。协议书一式四份，甲方、乙方、丙方、丁方各执一份。丙方、丁方有义务配合和监督本协议的有效执行。

1. This Agreement shall come into force as of the date of signature, and the parties undertake to abide by and implement it. The Agreement shall be made in quadruplicate, with Party A, Party B, Party C and Party D holding one copy each. Party C and Party D shall be obliged to cooperate and supervise the effective implementation of this Agreement.

二、本协议未尽事宜，由甲、乙、丙、丁方四方协商解决。若国家有新的规定，则遵照执行。

2. Matters not covered in this Agreement shall be settled by Party A, Party B, Party C and Party D through consultation. If China has new regulations, it will comply with them.

甲方代表（签字）： （盖章）

**Party A**: (signature)： Seal：

乙 方（签字）：

**Party B**: (signature)：

丙 方（签字）：

**Party C**: (signature)：

丁 方（签字）： （盖章）

**Party D**: (signature)： Seal：

 年 月 日

 Date: