中国矿业大学境外博士后研究人员聘用合同

Contract of Employment for Overseas Postdoctoral Researchers of China University of Mining and Technology

甲方： 中国矿业大学

Party A: China University of Mining and Technology

乙方： （博士后）身份证件类型及号码

Party B: (post-doctor) Identification type and number

第三方： （合作导师）

The third party: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (co-operative tutor)

根据《中国矿业大学博士后管理办法》（中矿大人字〔2021〕14号），以下简称《办法》），甲、乙双方以及合作导师（第三方）本着自愿、平等、协商的原则，就招收乙方为中国矿业大学博士后达成如下协议：

According to Management Measures of China University of Mining and Technology on Postdoctoral Researchers (CUMT No. 14[2021]), hereinafter referred to as “Measures”), based on the principle of voluntary and equal consultation, Party A, Party B and the co-operative tutor (the third party) have reached the following agreement on the recruitment of Party B as a postdoctoral researcher of China University of Mining and Technology:

1. 合同的期限

Article 1 Contract Period

根据甲方博士后选聘要求与程序，同意招收乙方为博士后研究人员。经协商，乙方在甲方从事博士后研究工作的期限为三年，自 年 月 日至 年 月 日。若乙方申请提前出站，则本合同的有效期至甲方批准的出站日期为准。

Party A agrees to recruit Party B as a postdoctoral researcher according to the requirements and procedures of Party A's postdoctoral recruitment. After negotiation, Party B shall be engaged in postdoctoral research in Party A for a period of three years, from \_\_\_(year)\_\_\_(month)\_\_\_(day) to \_\_\_(year)\_\_\_(month)\_\_\_(day). If Party B applies for early resignation, this contract shall be valid until the resignation date approved by Party A.

1. 权利与义务

Article 2 Rights and Obligations

1. 甲方的权利与义务

Rights and obligations of Party A

1. 甲方按照国家和甲方的有关规定，负责审核乙方提交的进站、出站材料，协助办理报送审批手续，负责乙方在站期间的管理工作。

Party A shall, in accordance with the relevant provisions regulated by China and Party A, be responsible for reviewing the recruitment and resignation materials submitted by Party B, assisting in the application and approval procedures, and taking charge of the management of Party B during his/her employment.

1. 按照《中国博士后科学基金资助条例》及江苏省人社厅有关规定，组织乙方申报博士后基金。

Party B shall be guided to apply for the postdoctoral fund in accordance with the regulations of China postdoctoral science fund and the relevant regulations of Jiangsu Provincial Department of Human Resources and Social Security.

1. 根据协议和学校有关规定对乙方的工作进行考核。

Party A shall assess the work of Party B according to the agreement and relevant regulations of the university.

1. 学校提供薪资每年20万（税前），70%按月发放，20%年度考核合格后发放，其余部分出站考核合格后集中发放；合作导师、流动站和设站单位可另外提供薪资待遇。

The University shall bear the salary of Party B, which shall be 200, 000 RMB per year（before tax）. 70% of the salary undertaken by Party A shall be paid monthly, 20% of which shall be paid after Party B passing the annual assessment and the rest shall be paid collectively after Party B passing the exit assessment. Cooperative tutor, research station and the institute could provide additional payment and benefits.

1. 乙方自愿选择以\_\_\_\_\_方式，办理保险。

A：乙方在甲方流动站工作期间，甲方为乙方购买商业医疗及意外伤害保险（保险费不超过1500元/年），保险费用由甲方支付；

B：乙方在甲方流动站工作期间，甲方按照相关规定确定社会保险缴费基数，为乙方办理徐州市企业职工社会保险，包括基本养老保险、基本医疗保险、工伤保险、失业保险和生育保险。保险费中需甲方缴纳的部分由甲方支付，需乙方缴纳的部分从乙方薪资中扣除。在站期间根据缴费基数缴纳社会保险。若后期因为政策调整，则按照实际金额进行调整。

Party B voluntarily chooses the type of insurance between A and B as follows: \_\_\_\_\_\_\_\_\_\_\_

A. While Party B working at the mobile station of Party A, Party A will provide commercial insurance, which includes work-related injury insurance. The total amount of insurance expanse, not exceeding 1500 RMB per year, will be contributed by Party A.

B. While Party B working at the mobile station of Party A, Party A will determine the payment base of social insurance according to related regulations and provide Party B with Xuzhou city social insurance for enterprise employees, including the basic pension insurance, the basic medical insurance, work-related injury insurance, unemployment insurance and maternity insurance. The employing unit part of the insurance shall be contributed by Party A while the individual part will be deducted from Party B’s salary. The social insurance will be paid according to the payment base. If there is any change in terms of policy, the deducted amount will be adjusted accordingly.

1. 甲方有权代扣代缴乙方的个人所得税部分。

Party A has the right to withhold and remit Party B's individual income tax.

1. 视校内房源情况为乙方提供周转房，供其在站期间租住，租金标准及管理按学校房产管理有关规定执行。

Party B shall be provided with revolving rooms according to the housing resources of the University during the period of the station. The rent standard and management shall be subject to the relevant provisions of the University's real estate management.

1. 依法维护国家规定的乙方应享有的各项权利。

Party A shall safeguard the rights of Party B as stipulated by the nation.

1. 乙方的权利与义务

Rights and Obligations of Party B

1. 乙方签订本合同时，承诺无同其他单位存续劳动用工关系（产生纠纷责任由乙方本人承担，甲方有权向乙方追偿，甲方有权单方解除本合同），承诺无犯罪记录。

When signing this contract, Party B undertakes that it has no existing labor and employment relationship with other units (Party B shall be liable for any dispute arising therefrom, and Party A shall have the right to claim compensation from Party B and also have the right to unilaterally terminate this contract) and that he/her has no criminal record.

1. 乙方需认真阅读并严格遵守国家人社部、全国博士后管委会以及学校制定的有关博士后管理规定。

Party B shall carefully read and strictly comply with the postdoctoral management regulations formulated by the National Postdoctoral Management Committee of the Ministry of Human Resources, National Postdoctoral Administrative Committee and the University.

1. 乙方需遵守国家法律法规，遵守学校规章制度，接受甲方的考核和管理，服从工作安排。

Party B shall abide by national laws and regulations, University rules and regulations, accept Party A's assessment and management, and obey work arrangements.

1. 乙方在甲方从事博士后研究工作，履行以下岗位职责：

Party B is engaged in postdoctoral research in Party A and shall perform the following duties:

1. 完成学校、单位、合作导师安排的科学研究任务。

Complete the scientific research task arranged by the co-operative tutor, the institute and the University.

1. 履行《办法》规定的相关职责，按规定的程序参加相关考核。

Party B shall perform the relevant duties as stipulated in the *Measures* and participate in the relevant assessment according to the prescribed procedures.

1. 乙方科学研究成果均要求以第一作者取得且以“中国矿业大学”为第一单位，归甲方所有，技术转让须经甲方同意。

All scientific research achievements of Party B shall be obtained by the first author, with China University of Mining and Technology as the first unit, and shall be owned by Party A. The technology transfer shall be subjected to the consent of Party A.

1. 乙方根据研究工作的需要，经合作导师、所在学院同意，报甲方审批，可以到国外开展合作研究、参加国际学术会议等。

Party B may carry out co-operative research abroad and participate in international academic conferences according to the research needs, with the consent of his department, co-operative tutor and the approval of Party A.

1. 乙方按照甲方要求，参加年度考核，认真完成博士后的科研工作报告审查、中期考核、出站考核等工作。出站考核合格后，还须参加甲方组织的期满考核。

Party B shall, in accordance with Party A's requirements, participate in the annual assessment, conscientiously complete the post-doctoral research work report, review mid-term assessment, outbound assessment and other work outbound assessment, and shall participate in the expiration assessment organized by Party A.

1. 乙方在工作过程中知晓的甲方或与甲方有关联单位所有的技术信息、数据等甲方未公开的信息资料等，应当予以保密，未经许可不得予以泄露，否则应承担违约责任，造成损失的应当予以赔偿，甲方有权追究乙方法律责任。

Party B shall keep confidential and shall not disclose the technical information and data owned by Party A or the units associated with Party A that Party B knows in the process of work, and shall not disclose such information without permission. Otherwise, Party B shall be liable for breach of contract and shall indemnify Party A for any loss caused thereby. Party A shall have the right to hold Party B legally liable.

1. 乙方需保证在履行合同期间持有的各类证件合法且在有效期内。各类证件包括且不限于：护照、签证、居留许可、外国人工作许可证等。

Party B shall ensure that all kinds of certificates held during the performance of the contract are legal and all kinds of certificates within the validity period include but not limited to: passport, visa, residence permit, foreigner's work permit, etc.

1. 乙方需遵守住宿登记条例：

Party B shall comply with the accommodation registration regulations:

1. 首次入境24小时内及每次离开徐州后返徐24小时内到居住辖区派出所进行住宿登记。

Within 24 hours after the first entry and each return to Xuzhou, Party B shall register at the local police station.

1. 取得居留许可后，若出现以下情况，需在24小时内到居住辖区派出所重新进行住宿登记。

After obtaining the residence permit, Party B shall go to the local police station within 24 hours to re-register for accommodation, if the following situations occur:

1. 住宿地址变更；

Change of accommodation address

1. 护照换新；

Passport renew

1. 居留许可延期

Transfer or extension for residence permit

1. 离开徐州并在外地入住过酒店

Leaving Xuzhou and staying in hotel in another place

1. 第三方（合作导师）职责

Responsibilities of the third party (co-operative tutor)

1. 合作导师应加强对乙方的业务指导，密切把握乙方的工作动向，积极鼓励乙方从事原创性及交叉学科的研究。

The co-operative tutor shall strengthen guidance of Party B, closely grasp the working trend of Party B, and actively encourage Party B to engage in original and interdisciplinary research.

1. 合作导师负责乙方的日常管理，对乙方在站期间的工作情况和思想表现负有检查、指导和督促的责任。

The co-operative tutor is responsible for the daily management of Party B, and is responsible for the inspection, guidance and supervision of Party B's work and ideological performance during the station.

1. **其他约定**

**Article 3 Other Terms**

1. 学术背景优秀博士毕业生来校做博士后的，可另外申请3万元生活补贴。

The post-doctor with outstanding academic background may apply for an amount of 30,000 RMB living allowance.

1. 境外博士后可以申请进行期满考核。学校于每季度末组织一次期满考核。期满考核等次分为优秀、合格、不合格等3个等次。博士后期满考核合格的，可以按照学校人才引进政策和程序申请相关岗位。博士后期满考核优秀的境外博士后经本人申请、拟聘单位和学校同意，原则上可以助理教授方式留校，享受助理教授引进待遇，申请副教授岗位的，需报学校人才工作领导小组审定。

Overseas postdoctoral researchers may apply for expiration assessment, which is organized by the university at the end of each season. The assessment grade upon expiration is divided into three grades: excellent, qualified and unqualified. Qualified post-doctors may apply for relevant posts according to the talent introduction policies and procedures of the university. In principle, excellent overseas postdoctoral candidates can stay in the university in the form of assistant professors and enjoy the introduction treatment of assistant professors after their application and the consent of the proposed employer and the university. Those who apply for the post of associate professor shall be reported to the talent work leading group of the university for approval.

1. 年度考核不合格或博士后中期考核不合格或出站考核不合格的乙方，甲方予以退站处理，停发各类待遇，并解除合同。

If Party B fails to pass the annual assessment or the mid-term postdoctoral assessment or the outbound assessment, Party A shall refund the station, suspend all kinds of treatment and terminate the contract.

1. 乙方在站期间，工作业绩突出，提前完成研究任务，达到出站要求的，经合作导师和流动站同意并经学校批准，可提前出站，但在站工作期限原则上不得少于21个月。

If Party B performs outstanding work in the station, completes the research task in advance, and meets the requirements for leaving the station, he/she may leave the station in advance with the consent of the co-operative tutor and with the approval of the University, provided that the duration of work in the station shall not be less than 21 months in principle.

1. 如乙方在站期间出现《关于贯彻落实<国务院办公厅关于改革完善博士后制度的意见>有关问题的通知》(人社部发〔2017〕20号)和《办法》中所规定的需退站情形之一，甲方予以退站处理，停发各类待遇，并解除合同。

If Party B is required to withdraw from the station during the period of the station, it shall be in any of the circumstances specified in the Measure and Notice on the Implementation of the Opinions of the General Office of the State Council on the Reform and Improvement of the Post-doctoral System, Party A shall deal it with stopping all kinds of treatment and terminating the contract.

1. 乙方未经甲方同意或未办理离校手续擅自离开甲方或因自身原因退站的，乙方应足额退还学校与国家规定的博士后研究人员日常经费标准（8万/年）的薪资差额（按实发金额计算）及校内人才工程和科研项目经费，并支付违约金 3 万元。并按甲方规定及时办理离校手续，做好有关研究工作资料、数据以及财务、公寓住房等交接事宜。

If Party B leaves Party A without the consent of Party A or fails to leave the University or withdraws from the station due to its own reasons, Party B shall refund the salary difference of the daily expenses standard (80,000/year) of the postdoctoral researcher prescribed by the University and the nation in full ( Calculated according to the actual amount of the project and the funds for the talent project and research projects in the school, and pay a penalty of 30,000 yuan. In addition, Party B shall handle the procedures of leaving school in time according to Party A's regulations, complete the handover of relevant research materials and data as well as financial apartment and housing.

1. 本合同中涉及到的规章制度作为合同附件附后。如乙方和合作导师（第三方）有其他约定，可以作为补充合同附后。

The rules and regulations involved in this contract shall be attached hereto as an appendix. If Party B and the co-operative tutor (the third party) have other provisions, they may be attached hereto as a supplement.

1. 本合同未尽事宜，遵照国家和学校有关文件执行。签订本合同所依据的规章制度发生变化，本合同应变更相应的内容。签订本合同所依据的客观情况发生重大变化，致使本合同无法履行的，经甲乙双方和第三方（合作导师）协商一致，可对本合同书进行修改或补充。

Matters not covered in this contract shall be implemented in accordance with relevant national and university documents. If the rules and regulations on which this contract is signed change, the corresponding contents of this contract shall be changed. If the objective conditions on which this contract is signed have changed significantly, which makes this contract impossible to perform, this contract can be modified or supplemented by mutual agreement between Party A and Party B and the third party (cooperative tutor).

1. 本合同经甲乙双方和第三方（合作导师）签字盖章后生效，有效期限至本合同第一条规定工作期满时止。本合同一式三份，甲、乙双方和第三方（合作导师）各执一份。

Article 4 This contract shall come into force upon being signed and sealed by Party A, Party B and the third party (co-operative tutor). This contract shall be made in triplicate until the expiration of the period specified in Article 1 hereof. Party A, Party B and the third party (cooperative mentor) shall hold one copy.

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| --- | --- | --- |
| 甲方:中国矿业大学 (盖章)  Party A: **China University of Mining and Technology(seal)**  年 月 日  (year)(month)(day) | 乙方(签字):  Party B: (signature)  年 月 日  (year)(month)(day) | 第三方(签字):  The Third Party: (signature)  年 月 日  (year)(month)(day) |

**附件：**

本人已知晓下列文件内容。

Attachment: I have known the contents of the following documents.

乙方签字： 日期：

Party B signature: Date:

1. 《关于贯彻落实<国务院办公厅关于改革完善博士后制度的意见>有关问题的通知》(人社部发〔2017〕20号)

Notice on the Implementation of "Opinions of the General Office of the National Council on the Reform and Improvement of the Postdoctoral System"(No.20[2017])

1. 中国博士后科学基金资助规定（中博基字〔2020〕7号）

Provisions on the Funding of China Postdoctoral Science Foundation (No.7[2020])

1. 博士后管理工作规定（国人部发[2006]149号）

Postdoctoral Management Regulations issued by the Ministry of People's Republic of China (No.149 [2006])

1. 江苏省博士后管理工作实施办法（苏人社规[2011]3号）

Measures for the Implementation of Postdoctoral Management in Jiangsu Province (No. 3 [2011])

5、《中国矿业大学博士后管理办法》（中矿大人字〔2021〕14号）

Management Measures of China University of Mining and Technology on Postdoctoral Researchers (CUMT No. 14[2021])