

Jiangsu University

Overseas Postdoctoral Researchers Employment Contract

Printed by Jiangsu University

(Copying Invalid)

Overseas Postdoctoral Researchers Employment Contract

Party A (The Employer): Bharath Gandu

Name: Jiangsu University

Legal Representative: YAN Xiaohong

Organization Code: 46601154-5

Address: 301 Xuefu Road, Jingkou District, Zhenjiang, Jiangsu 212013,
China

Tel: 86-511-88780030

Fax: 86-511-88780030

Party B (The Employee)

Name:

Gender:

Date of Birth:

Nationality:

ID (Passport No.):

Overseas Address:

Tel:

I. The Postdoctoral Station of Party A (the Employer, _____) offers _____(Party B or the Employee) a position as a postdoctoral researcher. His supervisor is _____. To clarify the responsibilities, rights and obligations of the parties, both parties hereby enter into the employment contract in the principles of lawfulness, fairness, equality, free will, consensus through consultation and negotiation, as well as good faith with the following terms and conditions for the parties to mutually abide by.

II. The term of the employment is _____ years, commencing from _____(mm/dd/yy) to _____(mm/dd/yy). The employee shall conduct postdoctoral research with the support of his co-supervisor, Prof. ____ in an appointed Postdoctoral Station at Jiangsu University. The Employee shall accomplish the proposed research projects prior to the expiration of the aforementioned employment term.

III. The annual pre-tax salary of the Employee is at **150,000 CNY**, paid by his supervisor according to his research project. The salary shall be paid in two ways in terms of Jiangsu University's regulation: Regular monthly salary and a salary amount after passing performance evaluation. The monthly salary is set at **11,000 CNY**, and an amount of salary at **180,00 CNY** can only be paid by end of a year (only one time payment/year) after passing performance evaluation. The first-year salary for that amount of 18000 CNY can only be paid after the Employee passes the mid-term evaluation and the second-year for that amount can only be paid with his supervisor's certificate that should be supported with a list of employee academic achievements/publications due by the 20th month after taking his/her postdoctoral position.

IV. Obligations of the Employer

1. The Employer shall inform the Employee of the laws and regulations of the PRC and the working system and administrative regulations established by the Employer.

2. The Employer shall assist the Employee in going through the formalities of social insurance, medical care, residence permit and accommodation.

3. The Employer shall guide, inspect and evaluate the Employee's working performance.

4. The Employer shall furnish the Employee with necessary working conditions so as to facilitate the Employee's research activities in a Postdoctoral Station at Jiangsu University.

5. The Employer shall pay the Employee his salary on time in accordance with the terms of this contract.

V. Obligations and Responsibilities of the Employee

1. The Employee shall abide by the laws and regulations of the PRC and shall not interfere in China's internal affairs.

2. The Employee shall respect China's religious policies and shall not conduct activities incompatible with his/her status of a foreign employee. The Employee shall respect the customs and moralities of the Chinese people.

3. The Employee shall provide before employment an official medical examination report at his/her own expenses.

4. The Employee shall bear after employment the expenses of the physical examination required of a foreigner by the Entry-Exit Inspection and Quarantine Bureau of the PRC.

5. The Employee shall go through and bear the expenses of the

formalities of social insurance, medical care, residence permit and accommodation during his/her stay in China.

6. The Employee shall abide by the postdoctoral system and administrative regulations in *Provisions on the Administration of Postdoctoral Researchers of the People's Republic of China* issued by the former National Administrative Committee of Post-Doctoral Researchers under the Ministry of Personnel and *Implementation Measures for the Administration of Postdoctoral Researchers at Jiangsu University* issued by the Employer. The Employee shall not engage in any part-time job.

7. The Employee's research projects (subjects) shall be agreed upon by the Employer, co-supervisor and the Leading Group of the Postdoctoral Researchers of the Employer in friendly consultation and in view of the research orientations and the research projects of the Employer. The Employee's research achievements are subject to the evaluation of his Postdoctoral Station, including but not limited to academic papers, patents, and research projects, shall be published with Jiangsu University as the first author affiliation and treated as the Employer's property rights.

8. The Employee shall accept work schedule, professional guidance, inspection and evaluation conducted by the Employer. The Employee shall submit the periodical reports for the progress of a conducted project in terms of the employer's requirements.

The Employee shall formulate a detailed research proposal and complete the proposal inspection within three months of employment by a Postdoctoral Station at Jiangsu University. The Employee shall complete before the mid-term evaluations tasks as follows:

(1)

(2)

The Employee shall fulfill his research projects and publish at least **two** **or three** peer-reviewed academic papers (or up to the point that is accepted for publication) in the core/major periodicals of the research field authorized by the Postdoctoral Station before the expiration of the employment contract. These academic papers shall be published with Jiangsu University as the first author affiliation and the Employee or his co-supervisor as the first author, among which _____ papers should be indexed in SCI, SSCI, or EI. The Employee is required for successfully applying at least ____ grant or project funding sponsored by China Postdoctoral Science Foundation or Jiangsu Postdoctoral Science Foundation, or at least ____ project at the provincial-or national level or above other than one of the aforementioned two projects.

The Employee shall submit qualified materials in written form to the Employer when the contract expires.

The Employee shall bear the responsibility for breach of contract when failing to fulfill the obligations specified under Article V.

VI. Modification, Cancellation and Termination of the Contract

Both parties shall abide by the contract and have no right to modify, cancel or terminate it without mutual consultation and agreement.

1. Modification of the contract

The clauses of the contract may be modified by the parties through consultation. The contract shall be strictly executed before a modification agreement is reached.

2. Cancellation of the contract

The contract may be canceled by both parties through consultation. The contract shall be strictly executed before an agreement is reached.

a. The contract may be canceled by the Employer with a notice in written form on the following occasions:

i. The Employee fails to perform the contract or refuse to make any correction after a notice has been issued by the Employer of his/her improper performance that violates the agreed terms established by Employer;

ii. The Employee is unable to conduct his/her research work due to his/her illness;

iii. The Employee is absent for over 15 consecutive days during the period of the contract or over 30 days within one year without written explanation due to private reasons or overstays abroad for over 30 days;

iv. The Employee does not show satisfactory performance and is unable to conduct researches as scheduled, or fails in the midterm evaluation.

b. The contract may be canceled by the Employee with a notice in written form on the following occasions:

i. The Employer does not furnish the Employee with necessary working conditions as agreed in the contract;

ii. The Employer does not pay the Employee's salary on time.

c. The contract may be canceled by either party by giving notice in written form at least 30 days in advance.

d. The contract may be canceled with upon mutual consent of both parties.

3. Termination of the contract

a. The contract may be automatically terminated at the expiration of the

contract or when the Employee completes his researches in a Postdoctoral Station.

b. The contract may be terminated upon mutual consent of both parties. The contract shall be strictly executed before an updated agreement is reached.

c. Any violation of the laws and regulations of the PRC by the Employee will lead to the termination of the contract. In the event of such occurrence, the Employee shall pay to the Employer the breach of contract damages at RMB 20,000, and cover the expenses of his/her journey home from China within 7 days after the termination of the contract.

VII. Breach liabilities

1. Any party who fails to perform the contract or fails to fully fulfill the provisions stipulated in the contract shall be deemed to breach the contract and pay to the other party RMB20,000 the breach of contract damages.

VIII. Miscellaneous

1. The Employee shall abide by general rules and regulations of Jiangsu University and the rules and regulations on dormitory/apartment management of Jiangsu University. In the event that the Employee seriously violates the aforementioned rules and regulations, the Employer has the right to withhold the Employee's salary of the current month or even terminate the contract with him/her.

2. At the expiration of the contract, the Employee shall vacate his/her rented dormitory/apartment and leave Jiangsu University within 7 days. A case of the Employee who fails to vacate his/her rented dormitory/apartment within the prescribed time shall be dealt with in accordance with *Measures on Postdoctoral Housing Management of Jiangsu University*.

3. The Employee who needs more time than is agreed in the Contract to complete his/her research work shall submit an official application for an extended period to the Postdoctoral Management Office of Jiangsu University. The extended period shall not exceed one year at the most. A supplementary agreement shall be signed by both parties for the extended period. The Employee will be paid a monthly salary by his/her supervisor during the extended period at a standard agreed by both parties.

IX. This contract will take effect upon being signed by both parties and terminate automatically upon expiration or cancellation.

X. Dispute Settlement

Any dispute arising out of the contract shall be first of all settled through friendly consultation or mediation. In case the consultation or mediation fails, any party may bring an action before the court at the place where the Employer is located.

This contract is signed at Jiangsu University on _____ (mm/dd/yy) in quadruplicate. The Chinese version will prevail among different language versions.

Employer: Jiangsu University (seal)

Employee (signature):