浙江大学学科博士后研究人员聘用合同

Contract of Employment for Postdoctoral Researcher Zhejiang University

甲方 Party A：浙江大学 Zhejiang University

甲方授权单位 Party A's Authorized Institute：_____

乙方（申请人）Party B (The Applicant)：_____

性别 Gender：_____ 国籍 Nationality：_____

护照号码 Passport No.：_____

联系电话 Telephone No.：_____ 电子邮箱 Email Address：_____

住所地 Home Address：_____

乙方申请到甲方_____ 博士后科研流动站从事博士后研究工作，甲方经考核拟同意接收。经甲乙双方平等协商，就乙方到甲方从事博士后研究工作达成如下协议：

Party B applies for the post-doctoral research position of Party A's_____ postdoctoral research station, and Party A agrees to approve Party B's application after assessment. Party A and Party B agree on the following terms and articles in a spirit of equality and consensus with regard to Party B's postdoctoral research at Party A.

一、合同的期限

Article I Term of Employment

乙方在甲方从事博士后研究工作的期限为_____年，自乙方到甲方办完报到手续之日（即_____年___月___日）起开始计算。若乙方申请提前或延期出站，则本合同的有效期至甲方书面批准的出站日期为准。

The term of employment of Party B is_____years, from the date when Party B accomplishes the registration procedure (since_____). During the employment, if Party B applies for leaving the postdoctoral research station in advance or postponing, the contract of employment would expire until the date approved by Party A in written.

二、乙方的义务

Article II Obligations of Party B

（一） 在站期间全职在甲方工作，按规定及时完成科研任务。

I. Party B shall work full time at Party A during the employment and complete the scientific research tasks in time according to the regulations.

（二）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。

II. Party B shall abide by the laws and regulations of the People's Republic of China and the rules and regulations of China Postdoctoral Council and Zhejiang University, and fulfill the obligations.

（三）进站之日起三个月内应进行科研课题的开题工作，并填写《浙江大学博士后研究人员开题审核表》，明确在站期间科研工作的主要内容、工作目标、预期成果等，经合作导师及学院确认

后交甲方备案。

III. The argumentation of the research program shall be carried out within three months after registration. Party B shall also fill out *The Review Form of Research Proposal for Postdoctoral Researchers of Zhejiang University* and clarify the main contents, work objectives and expected achievements of the research program. After confirmed by the supervisor and the institute, the form will be submitted to Party A for record.

（四）在站期间按甲方职工考核规定参加年度考核。

IV. Party B shall participate in annual assessment according to the employees' assessment requirements of Party A during the employment.

（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，不再享受甲方博士后所有待遇，自动终止与甲方的人事关系，并办理退站。

V. Party B shall finish the leaving formalities within prescribed time. Those who fail to finish the leaving formalities in due time without written permission from party A will no longer enjoy all the benefits from Party A, and the employment relationship with Party A shall be automatically terminated and will be withdrew from the station.

（六）合同终止后，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。

VI. After the termination of the contract, Party B shall follow the principle of honesty and credibility and fulfill its obligation to protect Party A's intellectual property rights and keep secrets.

（七）乙方来甲方报到时，须将人事档案转移至甲方，并提交博士学位证书原件（留学回国人员可提供由博士毕业学校开具的 6 个月内能获得博士学位的证明）。若乙方来甲方工作前有工作单位，须将人事和工资关系转移至甲方，否则不能办理报到手续。

VII. Party B shall submit the original doctoral certificate to Party A while get registration. (Those one who graduate from overseas should provide the certificate issued by the doctor's graduation school that they can obtain the doctor's degree within 6 months)

三、 甲方的义务

Article III Obligations of Party A

（一） 依照国家和甲方有关规定为乙方提供工资、社会保险、住房公积金、子女入托等待遇。

I. Party A shall provide benefits for Party B according to the laws and the rules of Party A, including salary, social insurance, housing provident fund, children nursery, etc.

（二）甲方合作导师在乙方进站前，明确乙方在站期间科研课题的主要内容及预期目标，并提供必要的科研条件，保证乙方在进站后可立即开始工作。

II. The supervisor of Party A shall confirm the main contents and expected objectives of Party B's research program before admission and provide necessary research conditions to ensure Party B to start work immediately after registration.

课题主要内容 Main contents of the research: _____

预期目标 Expected objectives:_____

（三）甲方合作导师在乙方进站之日起三个月内，应对乙方科研课题完成开题审核，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《浙江大学博士后研究人员开题审核表》交所在院系备案存档。

III. The supervisor of Party A shall review the proposal of the research program within three months after registration to further clarify the main contents, work objectives and expected achievements of Party B's research work during the employment and submit *The Review Form of Research Proposal for Postdoctoral Researchers of Zhejiang University* to the institute for record.

（四）乙方在站期间按甲方职工进行年度考核，工作期满出站前一个月内安排出站科研评审等工作。

IV. Party A shall take an annual assessment for Party B during the employment according to the employees' assessment requirements of Party A and organize final evaluation of Party B's research work one month before completion.

四、知识产权归属

Article IV Ownership of Intellectual Property Rights

甲乙双方一致同意，乙方在站期间因通过发明、设计、创作等完成的专利、作品、商标、植物新品种等成果而产生的知识产权（含上述有关知识产权成果的申请权）归属于甲方。

Both Party A and Party B unanimously agree that the intellectual property rights, which arise from all the achievements (including patents, works, trademarks, new plant varieties, etc.) completed by invention, design, creation during the employment of Party B, shall be vested in Party A (including the application right to the above intellectual property rights).

五、合同的变更、解除和终止

Article V Revision, Rescission and Termination of the Contract

（一）订立本合同所依据的法律、行政法规、规章制度发生变化，本合同应变更相应的内容。

I. The corresponding contents of this contract shall be revised, if the laws, regulations, rules are subject to change on which the contract is based.

（二）订立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，经甲乙双方协商同意，可以变更本合同相关内容。

II. If the objective situation on which the contract is based changes and the contract cannot be fulfilled, the relevant contents of this contract can be changed by the agreement of both parties.

（三）乙方有下列情形之一的，甲方可以解除本合同：

III. If any of the following situations occurs during Party B's term of employment, Party A shall terminate the contract:

1、 进站半年后仍未取得国家承认的博士学位证书的；

*Part B has not obtained the doctor's degree certificate recognized by the Chinese government six months after entering the station;

2、提供虚假材料获得进站资格的；

*Part B provide false materials to obtain the qualification for entering the station;

3、中期或出站考核不合格的；

*Part B are unqualified in mid-term assessment or station-leaving assessment;

4、严重违反学术道德，弄虚作假，影响恶劣的；

*Part B has serious violation of academic ethics, causes bad influence;

5、被处以刑事处罚的；

*Part B has been sentenced to criminal punishment;

6、连续旷工超过 15 个工作日的；

*Part B is absent from work for more than 15 consecutive working days;

7、违反所在单位劳动纪律规定，符合解除聘用合同情形的；

*Part B violates the labor discipline provisions which conform to the circumstances of rescission of the employment contract;

8、因患病等原因难以完成研究工作的；

*Part B cannot complete the research work due to illness or other reasons;

9、出国逾期不归超过 30 天的；

*Part B goes abroad more than 30 days;

10、合同（协议）期满，无正当理由不办理出站手续或在站总时间超过 6 年的；

*Part B fails to go through the formalities of leaving station without justified reasons when the contract expires or stay in the station for more than 6 years.

11、其他情况应予退站的。

*Part B shall be withdrawn under other circumstances.

（四）甲方因上述原因解除本合同的，应当书面通知乙方。无需给予乙方任何补偿。乙方应在解除本合同后一周内办理完退站手续。

IV. If any of the above situations occurs during Party B's term of employment, Party A shall give Party B a notice about the rescission of the contract in written and there will be no compensation for Party B. Party B shall complete the leaving formalities within one week after the rescission of this contract.

六、违约责任

Article VI Liability for Breach of the Contract

（一）甲、乙任何一方违反本合同，给对方造成损失的，应当赔偿损失。

I. If either Party A or Party B violates this contract and causes losses to the other party, the relevant party shall compensate for the loss.

（二）乙方有下列情形之一的，应当赔偿甲方损失：

II. If Party B has one of the following situations, Party B shall compensate Party A for the loss:

1. 由甲方出资对乙方进行的专业培训，乙方中途退站或完不成科研任务而退站，应向甲方支付违约金。违约金数额为甲方已支付的全部培训费。

* Party B shall pay Party A the liquidated damages for the professional training to Party B paid by Party A, if Party B withdraws from the station halfway or leaves the station due to failing of completing the research work. The amount of liquidated damages is the total training fee paid by Party A.

2. 由甲方批准乙方出国（出境）研修或学术交流，乙方中途退站或完不成科研任务而退站，应向甲方支付违约金。违约金数额为乙方出国（出境）研修或学术交流期间甲方支付给乙方的薪酬、福利费和出国（出境）经费。

* Party B shall pay Party A the liquidated damages for Party B's overseas training or academic exchanges approved by Party A, if Party B withdraws from the research station halfway or leaves the station due to failing of completing the research program. The amount of liquidated damages is the fee paid by Party A to Party B during the period of Party B's overseas training or academic exchange (including compensation, welfare and overseas fund).

（三）乙方未经甲方书面批准而不及时办理出站手续，造成的后果由乙方承担。

III. Party B shall be responsible for the consequences if Party B fails to finish the leaving formalities timely without written permission from party A.

七、其他

Article VII Other Articles

（一）乙方未经甲方同意或未办离校手续擅自离开甲方，按《浙江大学教职工考勤办法和请假制度》给予相应的行政处理。

I. If Party B leaves Party A without the consent of Party A or without the leaving formalities, Party A shall give corresponding administrative treatments according to *The Attendance and Leave Regulation for Faculty and Staff of Zhejiang University*.

（二）乙方确认本合同所列联系地址及 Email 为聘用期间相关文件、文书的送达和通知地址及邮箱。甲方或丙方将需送达的资料邮寄或发送至该地址，即视为送达。如该地址变更，乙方应及时书面告知甲方及丙方。如果乙方提供的地址不确切，或不及时告知变更后的地址，导致甲方或丙方的书面通知无法送达或未及时送达的，乙方自行承担由此产生的法律后果。

II. Party A confirms that the contact address and Email listed in this contract are the address and Email address for receiving notification, relevant documents during the employment period. The documents to be delivered shall be deemed to have been delivered by party A when mailed or sent to such address. If the address is changed, party B shall promptly notify party A in writing. If the address provided by party B is not accurate, or party B fails to timely inform party A of the new address, thus causing party A's written notice to be unable to be delivered or not delivered in time, party B shall bear the legal consequences arising therefrom.

（三）本合同的订立、解释和争议解决均适用中华人民共和国法律。

III. The conclusion, interpretation and dispute settlement of this contract shall be governed by the laws of the People's Republic of China.

（四）甲方与乙方发生合同争议时，应通过友好协商或者调解解决。若协商、调解不成的，可向浙江省劳动人事争议仲裁委员会申请仲裁。对仲裁结果不服的，可向甲方所在地人民法院提出诉讼。

IV. In the event of any contract dispute between party A and party B, it shall be settled through friendly negotiation or mediation. If negotiation n or mediation fails, the case may be submitted to Zhejiang Labor and Personnel Dispute Arbitration Committee for arbitration. If party A or party B refuses to accept the arbitration result, it may file a lawsuit with the people's court in the place where party A is located.

（五）本合同经甲乙双方签字盖章后，于乙方到甲方办理完毕报到手续时生效。本合同一式三份，由中文及英文写成，甲方授权单位、乙方各执一份，另一份报浙江大学人力资源处博士后工作

办公室备案。中英文发生歧义时，以中文含义为最终解释。

V. After the contract has been signed and sealed by both parties, it will take effect from the date when Party B completes registration. There are three copies of the contract written in both Chinese and English. Each party shall keep one signed copy. The other signed copy will be submitted to the Postdoctoral Office of Human Resources Department, Zhejiang University for record. The Chinese meanings shall prevail if any ambiguity occurs.

甲方授权单位（盖章）：
Party A's authorized institute (Seal):

代表（合作导师签字）：
Representative (The supervisor's signature):

乙方（签字）：
Party B (Signature):

年　　月　　日
(yyyy-mm-dd)

年　　月　　日
(yyyy-mm-dd)