



**Global Employment
Compass
Russia**

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1. Summary of applicable rights for different categories of workers

Employment law in Russia is protective of employees. During recent years it has been subject to numerous amendments introduced by both laws and regulations, e.g., in connection with remote work, mobilization, etc. Therefore, those looking to establish operations and engage employees in Russia should closely monitor various legislative and other initiatives having impact on employment relations.

The main sources of employment law in Russia include Russian Labor Code, other federal laws, laws of the Russian regions, regulations including presidential decrees and government regulations, collective bargaining agreements, and employers' internal regulations.

Russian employment law applies to all employees working in Russia (i.e., Russian citizens, foreign citizens, stateless persons). In addition to the Russian Labor Code, employment of foreign citizens and stateless persons is regulated by Federal Law No. 115-FZ "On the Legal Status of Foreign Citizens in the Russian Federation", dated July 25, 2002 (as amended).

	Employees (part-time or full-time)	Independent contractors/ service providers	Volunteers
Employment laws and regulations	Yes	No*	No
Employees' compensation/remuneration requirements	Yes	No*	No
Minimum wage requirements	Yes	No*	No
Mandatory provident fund/retirement benefit fund contributions	Yes	Yes	No
Immigration requirements including the right to work in your country	Yes	Yes	Yes
Personal Data (Privacy) laws and regulations	Yes	Yes	Yes
Anti-discrimination laws and regulations	Yes	Yes	Yes

** Note: under certain circumstances a Russian court may rule that relations between a customer and a contractor/service provider de facto constitute employment relations and relevant employment laws and regulations should apply.*



2. Legal requirements/rights/ practices for different categories of workers

a. Employees

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Definition of an employee

Under Article 20 of the Russian Labor Code, an employee is an individual having engaged into employment relations with an employer.

1 Contracts of Employment

What types of employment contracts are available? E.g. fixed term, part time, zero hour contracts, other? Are there any specific employment contracts available for non-profit organizations?

There are two main types of employment contracts available for both profit and non-profit organizations, namely open-ended and fixed term employment contracts. Under Article 58 of the Russian Labor Code, by default, the employment is deemed to be entered into for an indefinite period unless it provides for a specific term.

In addition, depending on the type of employment, employment contracts may be part-time or full-time employment, remote employment, etc.

What are the key terms of employment contracts?

Under Article 57 of the Russian Labor Code, employment contracts contain name and identification details of an employee, name and identification/registration details of an employer, address and date of the employment contract and information on a signatory of the employment contract on behalf of the employer.





There are certain mandatory terms to be included in employment contracts, i.e., the employee's place of work, the employee's job function, the date of commencement of work or, if it is a fixed term contract, the effective period and the grounds for concluding a fixed term employment contract, the terms of remuneration, working hours and breaks (if they are different from the common ones adopted by the employer), guarantees and compensations for work under harmful and/or hazardous conditions (if applicable), terms determining nature of work (e.g., itinerant work, etc.), conditions at the workplace, terms of mandatory social insurance for the employee and other terms specified by applicable employment laws and regulations.

Under Article 327.2 of the Russian Labor Code, in addition to the abovementioned information and terms, employment contracts with non-Russian citizens should contain additional information, e.g., on their work permit and voluntary medical insurance agreement (policy) valid within the Russian territory.

Is it acceptable to have a probation period for employees? If yes, for how long?

Under Article 70 of the Russian Labor Code, it is acceptable to have a probation period for employees based on the agreement of the parties, except for certain categories of employees who cannot be subject to a probation period, including pregnant women and women with children under the age of 1.5 years, individuals under 18 years old, graduates entering into an employment contract for the first time within one year since graduation, individuals transferred from another employer based on the agreement between employers, and individuals with a fixed term employment contract for less than two (2) months.

The provisions on a probation period should be included into an employment agreement prior to the employee's commencement date or, where an employee has started working prior to execution of an employment contract, after the employee's commencement date provided that the parties agreed on the terms of probation in a separate agreement concluded beforehand.

Under Article 70 of the Russian Labor Code, the maximum probation period cannot exceed three (3) months. For general directors/ heads of a company/branch office or a representative office (and their deputies), chief accountants (and their deputies), the maximum probation period cannot exceed six (6) months.

Are fixed term employment contracts permissible? Are there any limitations on fixed term contracts? Are there any requirements to have a fixed term contract?

Under Article 59 of the Russian Labor Code, fixed term employment contracts are permissible in a limited number of cases where an open-ended employment contract cannot be normally concluded (e.g., with a substitute employee, a seasonal worker, etc.) or upon agreement with certain categories of employees (e.g., with a general director or a chief accountant). Fixed term employment contracts can be entered into for a maximum of five (5) years. If there are no sufficient grounds for entering into a fixed term contract or there have been a few fixed term contracts concluded with the same individual, a Russian court may recognize such contract as open-ended.

Do employment contracts have to be in writing? Are there any signatory requirements for employment contracts? For example, could they be signed in-person or electronically, etc.)?

Under Article 67 of the Russian Labor Code, employment contracts should be concluded in writing and signed in two (2) counterparts, one for an employer and another one for an employee (for





foreign citizens – in three (3) counterparts, an additional counterpart being for migration authorities). Employment contracts should be signed with a “wet ink” signature or with an electronic signature in compliance with the requirements of the Russian law.

Do employees have to be issued with a written employment contract before they start work?

Generally, it is advisable that employees be issued with a written employment contract before they start work. However, under Article 67 of the Russian Labor Code, where an employee is permitted to work before issuance of a written employment contract, the employment contract is deemed concluded, and an employer is obliged to issue the written one within three (3) business days thereafter.

Can you provide a simple template of the contracts mentioned above?

Please see [Addendum #1](#).

Is there an obligation for an employer to run a criminal record check to the extent that any individual they hire will be working with children or vulnerable people?

Under Article 65 of the Russian Labor Code, an employer is obliged to run a criminal record check for positions which may not be occupied by individuals with the criminal history including positions working with children.

Can employers request references from former employers for new hires?

Employers can ask new hires or their former employers for the references. However, they are not obliged to provide.

Is an employer required to set up any form of employee representative body? If so, what is the trigger for this?

An employer is not required to set up any form of employee representative body – this is the right of employees. The employer, however, is obliged to secure conditions for the activity of the employee representative body.

Is it common to have collective agreements in your jurisdiction that apply to all employers in a particular region or sector?

Yes. Collective agreements are concluded at federal, interregional, regional, and territorial level or in particular industry(-ies) (that can also be concluded at federal, interregional, regional and territorial level). Under Article 48 of the Russian Labor Code, collective agreements concluded at the federal level extend their action to every company within the industry in case the head of the federal executive body, which exercises functions on the development of state labor policy and legal regulation, invites all employers to join such an arrangement and a company fails to submit motivated refusal together with minutes of negotiations with primary trade union organization of the company (if any) within 30 days after the invitation.

2 Conditions of employment

What is the minimum age requirement for employment?

Under Article 63 of the Russian Labor Code, generally, the minimum age for employment is 16 years old. An employer can engage employees below the age of 16 to perform light work that is not harmful to their health, if they have reached the age of 15 and have received or are receiving





the general education, or they have reached the age of 14 and have received or are receiving the general education, or if they have not reached the age of 14 – to act in cinema, theatre, performance, concert, circus, and to participate in sport events, on terms and conditions permitted under Russian law. Foreign citizens and stateless persons, however, may be engaged as employees in Russia if they reach the age of 18 based on Article 327.1 of the Russian Labor Code and Article 13 of Federal Law No. 115-FZ “On the Legal Status of Foreign Citizens in the Russian Federation”, dated July 25, 2002 (as amended).

What type of work may a child undertake? For example, are there any specific restrictions?

Under Article 265 of the Russian Labor Code, children, i.e., individuals under 18 years old, are not allowed to perform some types of work, e.g., hazardous and/or dangerous works, underground works, gambling business, work at nightclubs, production, transportation and sale of alcohol and tobacco products, drugs, etc. In addition, children are not allowed to work with weights exceeding the established limits. Types of works prohibited for children and weight limits are approved by the Russian Government. Furthermore, children generally cannot be sent to business trips, engaged in overtime work, night work, work at the weekends and public holidays, except for those employed in creative industry and in compliance with the Russian law requirements. Employees must be at least 18 years old for secondary employment.

Wages

What is the minimum wage requirement for employees? Are there any exceptions in minimum wages for young persons or people with disabilities?

Based on Article 133 of the Russian Labor Code, a monthly salary of an employee who has fulfilled working time standards and work quotas (work obligations) cannot be lower than the minimum wage. The minimum wage is established on two levels – on the federal level (RUB 16,242 since January 1, 2023) and on the regional level (e.g., RUB 24,801 in Moscow since January 1, 2023). If employees work part time, they are paid in proportion to the time worked or the output. These rules apply to young persons or people with disabilities.

Are there any conditions which warrant a pay raise or extra pay? If yes, what are they?

Under the Russian law, an employee may be eligible for extra pay for the work under harmful and/or hazardous conditions, work in the territories with specific climate conditions, work in abnormal conditions (e.g., overtime work, night work, work on weekends and holidays, etc.).

In relation to a pay raise, based on Article 134 of the Russian Labor Code, employers are required to ensure the increase of the level of real volume of salaries of employees including by way of indexation of salaries due to increase of consumer prices for goods and services. Based on the Russian court practice, in relation to employers-commercial companies (as opposite to the employers – state companies), the Russian Labor Code does not provide for any requirements to the mechanism of such indexation, and, thus, such employers have the right to establish any procedure and terms of such indexation, including the period for indexation, calculation of indexation rate, payments that are subject to indexation, etc.) based on particular circumstances, activities of the employer and its paying capacity. Furthermore, employers-commercial companies do not necessarily have to provide indexation of salaries as they may provide alternative ways to ensure the increase of the level of real volume of salaries of employees. In particular, they may establish that the increase of the level of real volume of salaries of employees is provided by way of payment of bonuses, other incentive payments and/or review of base salaries from time to time. Such ways (options) for the increase of the level of real volume of salaries of employees shall be set forth in an internal regulation approved by the employer (e.g., the remuneration policy, etc.).





When are wages due? For example, is there any obligation to pay wages weekly, or monthly?

Based on Article 136 of the Russian Labor Code, a salary shall be paid twice a month. The particular dates are established by an employer's internal labor regulations, a collective agreement or an employment contract but not later than 15 days after the end of a period for which it is paid.

Are employers obliged to provide employees with paid leave on public holidays?

Based on Article 112 of the Russian Labor Code, the payment of public holiday depends on employees' remuneration system, i.e., employees with fixed official salary are guaranteed that the existence of public holidays during a month does not constitute the ground for reduction of a salary, while those employees whose salary depend on productivity are entitled to a compensation for public holidays on which they are not engaged.

Are employers obliged to provide employees with annual leave?

Yes, based on Article 122 of the Russian Labor Code, employers are obliged to provide employees with annual leave. For more details, please see below.

Are employees entitled to receive their usual salary during their annual leave?

Based on Article 114 of the Russian Labor Code, employees are entitled to the average salary for a period of their annual leave.

Is there a requirement to pay overtime? How is overtime compensated?

Yes, overtime work is subject to the extra pay. Based on Article 152 of the Russian Labor Code, the first two (2) hours of overtime work are compensated at 1.5 rate, for subsequent hours – at double rate.

Are there any extraordinary circumstances that could be relied on to temporarily cease paying employees for the hours worked?

The Russian Labor Code does not provide for any reason to cease paying employees if they continue carrying out work in the same scope or at the same volume. Based on Article 157 of the Russian Labor Code, in case of downtime due to extraordinary circumstances beyond the control of an employer and an employee, the salary may be decreased in accordance with the Russian Labor Code but not ceased completely (unless the downtime is caused by the employee).

Are employees entitled to an end-of-year payment?

The Russian Labor Code does not provide for a statutory end-of-year payment. However, employers may introduce such payments by adopting an internal regulation.

Are employees entitled to payments when their employment contract is terminated, such as notice or notice pay, accrued or untaken holiday and/or statutory severance?

On the termination date employees are entitled to receive the outstanding salary, compensation for unused vacation days, other outstanding amounts (if any) and severance payments provided under the Russian Labor Code, collective agreements, or employment contracts.





Working hours

What is considered a full time working week? If the employee is contractually required to work less than this amount are they considered a part time employee?

Based on Article 91 of the Russian Labor Code, a full time working week constitutes 40 hours except for those employees in respect of whom the Russian Labor Code provides for the mandatory shorter working hours. If an employee is contractually required to work less than the respective amounts, they are considered a part time employee. An employment contract may provide for a part time working day or/and a part time working week.

Are there fixed public/statutory holidays each year? Can employees be required to work on public/statutory holidays? Are employees entitled to any other type of leave besides public/statutory holidays?

Based on Article 112 of the Russian Labor Code, public holidays include:

- January 1-6 and 8 (New Year's Holidays);
- January 7 (Christmas);
- February 23 (Defenders of the Fatherland Day);
- March 8 (International Women's Day);
- May 1 (Spring and Labor Holiday);
- May 9 (Victory Day);
- June 12 (Russia Day); and
- November 4 (National Unity Day).

If a public holiday falls on a weekend, the next business day after the public holiday will usually be a paid day off.

Generally, work on public holidays is prohibited except in cases provided by the Russian Labor Code. Employees can be engaged in work on public holidays without their written consent only (i) to prevent a catastrophe, an industrial accident or remedy consequences of a catastrophe, an industrial accident or a natural disaster; (ii) to prevent accidents, destruction or damage of an employer's property, state or municipal property; and (iii) to carry out works necessary due to introduction of a state of emergency or martial law, or urgent works under exceptional circumstances, i.e., in case of disaster or its threat (fires, floods, famine, earthquakes, epidemics or epizootics) or in other cases endangering life or normal living conditions of the entire population or its part, and in other cases set forth in the Russian Labor Code. In other cases, employees may only be engaged in work on public holidays based on their written consent and subject to the opinion of the primary trade union organization (if any) and additional compensation.

Employees have a right to the annual leave for 28 calendar days. In addition, certain categories of employees are entitled to additional leave. Vacation allowance is to be paid at least three (3) calendar days prior to the vacation. In certain cases, employees may be granted unpaid leave.

Do part time employees receive any particular protection on the basis of their part-time status?

Based on Article 93 of the Russian Labor Code, an employer is obliged to provide part time work upon request of certain employees, e.g., a pregnant woman, a parent of a minor as well as some other categories of employees for a period requested by such employee, but no longer than circumstances providing the right to part-time work exist, and working hours are established in accordance with such employee's preferences and taking into account the conditions of work for





the employer.

In addition, based on Article 101 of the Russian Labor Code, an employee who is employed for a part time working day cannot be requested to work for open ended working day.

Do part-time employees receive the same pro-rated terms to full time employees, e.g. in relation to pay and benefits?

Based on Article 93 of the Russian Labor Code, part-time employees are paid pro rata the time worked or depending on the volume of work done. However, part time employees are entitled to the same guarantees as full time employees in terms of duration of annual leave and other labor rights.

Social security

What social security contributions are employers obliged to pay? Presumably, pro-rated contributions are required for part time employees?

Under Russian law, employers are obliged to pay insurance contributions for mandatory social insurance of employees including pension insurance, medical insurance, insurance for temporary incapacity to work or motherhood, and insurance for workplace accidents and professional deceases. Insurance contributions are paid based on employees' salary and the tariffs provided under the Russian law. In certain cases provided under Russian law non-for-profit organizations may have a right to lower tariffs.

Are employers obliged to provide health insurance to their employees?

Employers are not generally obliged to provide health insurance to their employees, unless required by law, e.g., in respect of certain types of foreign employees.

Are employees entitled to unemployment insurance/benefits following the end of employment?

Based on Article 178 of the Russian Labor Code, if an employee is terminated due to liquidation of an organization or staff redundancy, they are paid a severance payment in the amount of one month's salary. If the employee is not employed for more than one month after the termination date, the employee will be entitled to another severance payment in the amount of one month's salary. If the employee is unemployed for more than two months after the termination date, they would be entitled to receive one more severance payment in the amount of one month's salary (provided, however, that the employee has registered with the employment authorities within two weeks from the termination date).

Are employers obliged to provide sick leave? If yes, for how long? How many days have to be paid by employers? Is it possible to have unpaid sick leave?

Employees are entitled to receive sick leave compensation for periods of sickness based on a medical certificate. An employer is obliged to pay sick leave compensation to an employee only for the first three days of sick leave. Compensation for subsequent sick leave days is paid by the Pension and Social Insurance Fund of the Russian Federation (SFR). In certain cases, sick leave compensation is paid entirely by the SFR. The amount and the period of sick leave compensation depend on type of sickness, type of employment and salary of an employee. Upon a request of an employee, they may be provided with unpaid leave, the duration of which is determined upon agreement between an employer and the employee.





Are employers obliged to provide maternity leave for employees? If yes, for how long? How many days/months have to be paid by employers? Is it possible to have unpaid maternity leave?

Based on Article 255 of the Russian Labor Code, women are entitled to maternity leave for a period of 70 days (84 days in case of a multiple pregnancy) before and 70 days (86 days in case of complications with the birth and 110 days in case of a multiple pregnancy) after childbirth. A woman with at least 6-month work experience has a right to receive the compensation for the whole period of the maternity leave in the amount of 100% of her average salary. The compensation is paid by the SFR.

In addition to maternity leave, Article 256 of the Russian Labor Code sets forth a right for parental leave to take care of a child until the child reaches the age of three. The parental leave can be used by mothers, fathers, grandparents, other relatives, and persons providing care for a child. Employees are entitled to receive the compensation from the SFR for each month of the parental leave in the amount established by Russian law until a child reaches the age of one and a half, after that the parental leave is unpaid.

Is paternity leave available to employees? If yes, for how long? How many days/months have to be paid by employers? Is it possible to have unpaid paternity leave?

Based on Article 123 of the Russian Labor Code, a husband is entitled to take his annual leave while his wife is on maternity leave regardless of the duration of his employment. Further, based on Article 128 of the Russian Labor Code, a father of a newborn child has a right to take unpaid leave for up to five days. In addition, fathers are entitled to take the parental leave as mentioned in item above.

Are employers liable for absence due to work-place injuries?

Employees suffered from work-place injuries are entitled to the sick leave and compensation paid by the SFR

Are employees entitled to retirement benefits from the employer? If yes, what benefits?

Russian law does not provide for the specific mandatory retirement benefits. However, employers may establish certain retirement benefits by adopting relevant internal regulations.

Are employers obliged to introduce reporting channels and legal safeguards for whistleblowers?

No.

3 Safe and supportive work environment

Broadly what measures have to be in place to ensure employers uphold health and safety? (such as fire or earthquake drills)

Russian law imposes a number of obligations on employers to secure safe working conditions, e.g., to adopt a labor safety regulation, to carry out a special assessment of working conditions at all workplaces, to carry out the medical examination of certain employees, to take steps to prevent accidents and to protect the life and health of employees, to ensure that all employees are familiar with the labor safety rules, etc.





Is there a requirement for an employer to issue any form of non-discrimination policies? (such as gender equality policies, equal employment opportunities, diversity, and inclusion policies, etc.)

There is no formal requirement for an employer to adopt a policy on non-discrimination. However, based on Article 3 of the Russian Labor Code, any discrimination in employment relations based on any characteristics or circumstances not related to the professional qualities of employees is prohibited.

Is there a requirement to provide employees with training designed to combat discrimination and harassment?

Russian Labor Code does not provide for a formal requirement to provide employees with training designed to combat discrimination and harassment.

Is there a requirement to have a data protection policy?

Yes, based on Articles 86 (8) and 87 of the Russian Labor Code and Article 18.1 of Federal Law No.152-FZ, dated July 27, 2006 (as amended), an employer is required to adopt a regulation on processing personal data.

Is it mandatory for employers to have a Child Protection Policy (CPP)? Are employees obliged to provide training on CPP to its employees?

No.

4 Tax

Which taxes are mandatory for employers to pay and deduct on behalf of their employees?

Employers are required to withhold a personal income tax from employees' salary. In addition, employers are obliged to pay social contributions for their employees.

Are all employee taxes deducted from the salary that the employer pays or is there a requirement for employees to pay certain taxes directly?

All employee taxes (i.e., personal income tax) are deducted from an employee's salary before it is paid to the employee.

5 Remote work

Are employers required to have a registered legal entity in the jurisdiction in order to employ employees in the jurisdiction?

Generally, yes, it is required to have either a registered legal entity or branch or a representative office to enable an employer to withhold income tax and pay social payments. However, a company without a registered legal entity / a branch / a representative office in Russia is not prohibited to employ employees in Russia, provided that in this case employment will be regulated by the law of jurisdiction where the employer is registered, and Russian employees need to additionally analyze employment requirements and tax implications.

Are employers required to provide any form of physical working space for employees working in your country?

Yes, employers are required to provide working places for employees unless they are remote employees, home-based employees or employees performing itinerant work.





Please provide general instructions for employers on what to check if the employer has remote employees, including concerning employee tax liabilities.

Based on Article 312.1 of the Russian Labor Code, remote work means the performance of a job duty as determined by an employment contract outside the location of an employer, its branch, representative office or another separate structural unit (including those located in other locations), outside a stationary working place, territory or facility, directly or indirectly controlled by the employer, provided that information and telecommunication networks, including the Internet, and public networks are used for the performance of this job duty and for the interaction between the employer and a remote employee regarding any issues of its performance.

The Russian Labor Code sets out four (4) forms of remote work, namely, (i) permanent remote work (i.e., performing a job duty remotely during the entire term of an employment contract), (ii) temporary remote work (i.e., performing a job duty remotely for the entire period established by an employment contract or an additional agreement to an employment contract not exceeding six (6) months, (iii) temporary periodic remote work (i.e., performing a job duty remotely from time to time subject to alternating periods of performing a job duty remotely and periods of performing a job duty at a stationary working place), and (iv) temporary remote work at an employer's initiative (i.e., in exceptional cases transfer of employees to remote work by an employer at its own initiative and without consent of the employees).

If an employer has or wants to have remote employees, it has to check/make sure that:

- remote work is properly established either based on employment contracts or additional agreements to employment contracts or based on a local normative act of an employer in cases provided for by the Russian Labor Code (e.g., natural or man-made disaster, industrial accident, employment injury, fire, flood, earthquake, epidemic or epizootic, etc.);
- employment contracts or additional agreements to employment contracts or a local normative act provide for remote work regime in sufficient detail, in particular:
 - the procedure for the interaction between the employer and the remote employee regarding the remote performance of the job duty (e.g., the procedure for the transfer by the remote employee of the results of his/her work, procedure for the submission by the remote employee of a report on the work done, etc.);
 - the procedure for the exchange of documents between the employer and the remote employee;
 - working time and rest time of the remote employee;
 - the compensation for the expenses incurred by the remote employee for the performance of their job duty, etc.

The Russian Labor Code does not prohibit the conclusion of an employment contract for remote work outside Russia. However, the Russian Ministry of Labor and Social Security has expressed its opinion that Russian law does not provide for the execution of a remote employment contract for the remote work outside Russia. It is suggested that Russian companies may engage individuals for such work based on civil law contracts. However, rules and requirements related to the employment of foreign citizens applicable on the territory of the other country should be taken into account.





6 What to do when things go wrong

Dispute resolution

Do employees (including volunteers) need to go through any form of dispute resolution before bringing a claim to a court or tribunal?

No, the Russian Labor Code does not provide any form of a mandatory preliminary procedure for resolution of a labor dispute. Therefore, a person has a right to choose to apply to a commission for labor disputes (except for cases only considered by a court) and thereafter to appeal its decision in a court, or to apply directly to a court.

Resignation

What grounds do employees have for resignation?

Based on Article 80 of the Russian Labor Code, an employee may resign at any time by providing two weeks written notice to an employer unless a longer notice period is established by the Russian law (e.g., one month notice period is established for general directors, etc.). An employment contract may be terminated prior to the expiration of the notice period upon the agreement between the employee and the employer. Until the expiration of the notice period, an employee can change their mind. In this case, an employee will not be terminated unless another individual is offered this job in writing who cannot under Russian law be refused an employment contract.

Termination

What grounds do employers have for the termination of employment contracts?

Employment contracts can be terminated by employers based on specific grounds provided by the Russian law, e.g., employers may terminate employment contracts due to liquidation of a company, staff redundancy, change of an owner of a company's property (for the head of the company, deputies and a chief accountant), repeated failure to perform of an employee's obligations without valid causes when the employee has been subject to a disciplinary sanction, etc. Russian law provides additional grounds for termination of employment contracts with a head of a company, e.g., the adoption of a decision on termination of an employment contract by a competent body of a company.

How do employers have to document the termination of an employment contract?

Based on Article 84.1 of the Russian Labor Code, the termination of an employment contract is documented by issuance of an order on termination which should include name of an employee, details of an employment contract, a position, a ground for the termination of an employment contract, an underlying document (e.g., an employee's request, mutual agreement, etc.), and the termination date.

What is the responsibility of employers for damages incurred by an employee's actions within his/her work?

Generally, employers bear responsibility for the damage caused by their employees within the performance of their job duties.





b. Independent contractors/consultants*

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Definition of an independent contractor/consultant

Russian law does not provide for the unified definition of independent contractor/consultant. Based on Article 702 of the Russian Civil Code, a contractor under a contractor agreement undertakes to perform a certain work upon an assignment of a customer and provide its result to the customer. Based on Article 779 of the Russian Civil Code, a service provider under a services agreement undertakes to provide services (to carry out certain actions or to perform certain activity) upon an assignment of a customer. The rules on provision of services also apply to provision of consulting services by a consultant. Independent contractors and consultants often have the status of self-employed or registered as individual entrepreneurs.

* The term consultant will be used to also refer to independent contractors, or any other term that would mean a person that provides goods or services under a written contract or a verbal agreement but does not work to meet the definition of employee.

1 Contracts

What types of independent contractor/consultant agreements are available? Are there any specific agreements available to NGOs?

The main types of contracts available for commercial companies and NGOs are contractor agreements and services agreements. Based on Article 702 of the Russian Civil Code, under a contractor agreement one party (a contractor) undertakes to perform a certain work upon an assignment of another party (a customer) and provide its result to the customer, and the customer undertakes to accept the results of work and pay for them. Based on Article 779 of the Russian Civil Code, under a services agreement a service provider undertakes to provide services (to carry out certain actions or to perform certain activity) upon an assignment of a customer, and a customer undertakes to pay for such services. The differences between these two types include, for example, the right to engage third persons by a contractor/consultant, the right of a contractor/consultant to refuse from an agreement, etc.

What are the main elements of consultant agreements?

Consultant agreements should generally contain subject matter, description of services to be provided, fees and payment terms, term of provision of services, terms on termination of an agreement and liability for breach of an agreement.





Is it possible to have probation periods for independent contractors/consultants? If yes, for how long?

The Russian law does not contain provisions on statutory probation periods for independent contractors/consultants.

Is it possible to have a fixed term consultation/independent contractor agreement? Are there any restrictions around fixed term consultant/independent contractor agreements?

Yes, it is possible to conclude a fixed term consultation/independent contractor agreement. However, if such fixed term agreements are repetitively concluded with an individual, under certain circumstances a Russian court may rule that relations between the customer and the contractor/consultant de facto constitute employment relations and relevant employment laws and regulations should apply.

Do independent contractor/consultant agreements have to be in writing? Are there any signatory requirements? For example, could they be signed in-person or electronically, etc.)?

Yes, independent contractor/consultant agreements have to be in writing. The agreements may be signed in-person or electronically.

Do all types of independent contractors/consultants have to be under contract in order to be able to work?

Yes.

Can you provide a simple template of the agreements mentioned above?

Please see [Addendum #2](#).

Is there an obligation to run a criminal record check to the extent that any independent contractor will be working with children or vulnerable people?

A criminal record check is required for activities which may not be performed by individuals with the criminal history including activities which involve working with children.

2 Conditions of work for consultants

Are there any minimum age requirements for an individual to work under a consultant/independent contractor agreement?

Generally, individuals should reach the age of 18 work under a consultant/independent contractor agreement. In certain cases, the agreements may be concluded with individuals below the age of 18 in accordance with the Russian law requirements (e.g., with the parents' consent, etc.).

Does a consultant/independent contractor need to obtain a license or any other permission in order to work?

If a consultant/independent contractor operates as an individual without any special status, no permissions, licenses, or special registrations are required. If a person desires to work as a self-employed, or an individual entrepreneur, then it would be required to carry out registrations with Russian authorities (more simple procedure for self-employed person through Russian web portals, and a bit more complicated with tax authorities for an individual entrepreneur).





In addition, a consultant/independent contractor may need to obtain a license or another permit to perform certain types of activities in accordance with Russian law.

Payment

Are there any minimum pay requirements for consultants/independent contractors?

Generally, rules on minimum pay available for employees do not apply to consultants/independent contractors. The amount of fees and other payment provisions are agreed by the parties to an independent consultation/contractor agreement.

Are there any exceptions in minimum wages for young persons or people with disabilities?

Generally, rules on minimum pay available for employees do not apply to consultants/independent contractors. The amount of fees and other payment provisions are agreed by the parties to an independent consultation/contractor agreement.

Is there any requirement to provide statutory/paid leave to consultants for statutory holidays?

Generally, rules on any statutory leave (paid or unpaid) available for employees do not apply to consultants under consultation agreements. If a consultation agreement contained provisions on any statutory leave (paid or unpaid) available for employees, under certain circumstances a Russian court could rule that relations between the customer and the contractor/consultant de facto constitute employment relations and relevant employment laws and regulations should apply.

Is there any requirement to pay annual leave to consultant/independent contractors? If so, how is this compensated, if at all?

Generally, rules on any annual leave (paid or unpaid) available for employees do not apply to consultants under consultation agreements. If a consultation agreement contained provisions on any annual leave (paid or unpaid) available for employees, under certain circumstances a Russian court could rule that relations between the customer and the contractor/consultant de facto constitute employment relations and relevant employment laws and regulations should apply.

Is there an obligation to provide consultant/independent contractors with overtime? How is this compensated if required?

Generally, rules on overtime available for employees do not apply to consultants under consultation agreements. However, if a consultant has to perform additional work to the agreed one due to any circumstances or upon request of a customer, parties should agree on the scope of such additional work and any corresponding increase in fees and reflect such new scope of work and fees in an additional agreement.

Are consultants entitled to an end-of-year payment?

Generally not, however parties to consultation agreements may agree on various payment terms.

Are consultants entitled to a final payment when the contract is terminated?

Based on the grounds of termination and provisions of a consultation agreement, a consultant may be entitled to a certain payment upon termination of the agreement (e.g., if a customer refuses from execution of a consultation agreement, the customer should compensate the factual expenses incurred by the consultant).





Working hours

Are consultants entitled to any type of leave, whether paid or unpaid?

Generally, rules on any type of leave (paid or unpaid) available for employees do not apply to consultants under consultation agreements. If an independent consultation agreement contained provisions on any type of leave (paid or unpaid) available for employees, under certain circumstances a Russian court could rule that relations between the customer and the contractor/consultant de facto constitute employment relations and relevant employment laws and regulations should apply. However, parties to independent consultation agreements may agree to a certain schedule of provision of services.

Social security

Does the end user engager need to make any social security contributions on behalf of a consultant/independent contractor? Are independent contractors entitled to health insurance from the end user engager?

There have been a number of changes in 2023 which gave almost the same level of social security to the consultant/independent contractors. Consultant/independent contractors now benefit not only from pension and medical contributions, but also from social insurance payments. In addition, although there is no obligation, the end user engager may agree to provide voluntary medical insurance to the consultant/independent contractor.

If the consultant/independent contractor is a registered individual entrepreneur or self-employed person, such person would need to effect social security contributions on their own.

If a person acts as an ordinary individual, the situation is reversed. The end user engager pays various social contributions and reports to social funds for the consultant/independent contractor.

Are independent contractors/consultants entitled to unemployment insurance/benefits after termination of their independent contractor/consultancy agreement from the end user engager?

Unless an agreement with an independent contractors/consultant provides otherwise, no unemployment insurance / benefits provided after termination.

Are independent contractors/consultants entitled to sick leave from the end user engager? If yes, for how long? How many days have to be paid?

In general, there are no strict rules whether an end user engager shall allow independent contractors/consultants to take sick, maternity, or paternity leaves, or alternative arrangements, given that the main aim of the agreement with a contractor/consultant is to carry out work, provide services at instructions by specific deadlines and such arrangements are not protected by Labor Code. Therefore, it depends on whether the agreement provides that a contractor/consultant is allowed to take any sick, maternity, or paternity leaves or alternative arrangements, which, if set out in the agreement, will in fact imply, most likely, a possibility to extend deadlines to carry out work, provide services, rather than classic concepts of sick, maternity, or paternity leaves.

In terms of social payments, prior to 2023, an independent contractor/consultant was not entitled to any payments related to any sick, maternity, or paternity leaves. Currently, it is allowed under 2023 amendments, provided only related social contributions were paid to the SFR in previous year (1) for an independent contractor/consultant by the end user engager, or (2) by an independent contractor/consultant (if registered as an individual entrepreneur or self-employed). In general, it seems that such payments will not be possible to receive in 2023, given that, as a rule, no related contributions were effected to the SFR in 2022.





Are independent contractors/consultants entitled to maternity leave from the end user engager? If yes, for how long? How many days/months have to be paid?

Please see above.

Are independent contractors/consultants entitled to paternity leave from the end user engager? If yes, for how long? How many days/months should be paid?

Please see above.

Are employers obliged to cover work-place injuries for independent contractors/consultants?

There are generally no obligations to cover work-lace injury for independent contractors/consultants by end user.

Independent contractors/consultants suffered from work-place injuries may be entitled to compensations paid by the SFR if such coverage is provided by the agreement with the end user.

Are independent contractors/consultants entitled to retirement benefits from the end user? If yes, what benefits?

Russian law does not provide for the specific mandatory retirement benefits. Independent contractors/consultants are eligible for their general pension accruals effected (1) by end user to pension funds, or (2) by the independent contractors/consultants if registered as an individual entrepreneur, or self-employed.

3 Safe and supportive work environment

Are there any differences in terms of the regime that applies to employees?

There are no strict rules in relation to consultants/independent contractors, e.g. end user engager is not obliged to adopt a safety regulation, carry out a special assessment of working conditions at workplaces, adopt non-discrimination policies. Under general rule, end user engager will be obliged to put in place a data protection policy

4 Remote work

Are end user engagers required to have a registered legal entity in the jurisdiction in order to hire independent contractors/consultants there?

No, it is not required to have a registered legal entity to engage independent contractors/consultants in Russia.

5 What to do when things go wrong

Resignation

Do consultants/independent contractors need a reason to terminate the contract or can they terminate it for any reason in accordance with the terms of the contract?

The right to refuse from execution of the contract depends on the type of contract and its provisions. Generally, a consultant under a consultation agreement has a right to refuse from execution of the agreement provided that they compensate the customer's damages based on Article 782 of the Russian Civil Code. However, a contractor under a contractor agreement





generally does not have a right to refuse from execution of the agreement without a reason, though a contractor has a right to refuse from execution of the agreement under certain circumstances set out in Russian law. In addition, parties may agree to include the right of either party to refuse from execution of an agreement provided that both parties exercise business activity. The refusal results in the termination of an agreement.

Termination of agreement

What grounds do end user engagers have for the termination of consultant agreements?

Based on Article 717 of the Russian Civil Code, unless otherwise is agreed by the parties to a contractor agreement, a customer has a right to refuse from execution of the agreement at any time before the receipt of the work product, provided that the customer pays to the contractor the agreed price in proportion to the work performed prior to the notice on refusal. The customer also has to compensate the contractor for the damages caused by termination of the agreement within the difference between the agreed price and the paid price. Based on Article 782 of the Russian Civil Code, a customer is entitled to refuse from execution of a consultation agreement provided that the customer compensates the factual expenses incurred by the consultant. In addition, parties may agree to include the right of either party to refuse from execution of an agreement provided that both parties exercise business activity.

What is the responsibility of the end user engagers for damages incurred by a consultant's actions within his/her work?

Based on Article 1068 of the Russian Civil Code, end user engagers may be responsible for damages caused by an individual performing work based on a contractor/consultation agreement provided that such individual has acted or should have acted based on an assignment of end user engager and under its control over the safe conduct of works.





c. Volunteers

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Definition of a volunteer

*Volunteer is a person who carries out a volunteer activities for the purposes specified in paragraph 1 of Article 2 of Federal Law No. 135-FZ "On charitable activities and volunteering" dated August 11, 1995 (as amended) (the "**Law on Volunteers**") (there are various activities such as search for missing persons, assistance in the provision of medical care in organizations providing medical care, promoting the prestige and role of the family in society) or for other socially useful purposes.*

1 Contracts

Are organizations required to sign any form of agreement with volunteers?

There is no strict obligation for an organization to execute an agreement with a volunteer (item 4 of article 17.1 of the Law on Volunteers). However, it may be required to execute a contractor (civil) agreement, (i) if any payments (expenses) will be made in favor of a volunteer, or (ii) if the organization desires to set out any terms for a volunteer to carry out his/her activities.

2 Conditions of employment

General note: relations with volunteers are not covered by employment law (rather civil law).

Is there a minimum age requirement for volunteers?

Although there is no age requirement set out in the Russian laws related to volunteers, general rules of Russian laws would apply. Thus, a person under age 14 would be able to carry out volunteer activities, only if such person is accompanied by a parent, adoptive parent, or trustee (an 'official representative'), while a written consent of the official representative may be required for a person in the age 14 – 18, as actions and operations carried out during volunteer activity may be considered as a 'transaction' which requires consent (Articles 26 and 28 of the Russian Civil Code).

What type of volunteering work may a child undertake? Are there any restrictions around this?

There are no restrictions as such in the Russian laws on volunteers (except for the limitations related to 'operations' as outlined above).



Payments and reimbursement

Are organizations allowed to pay stipends to volunteers?

Volunteer activity means voluntary activity in the form of gratuitous performance of work and (or) provision of services for the purposes prescribed by law. Russian law does not provide for stipends to volunteers (article 1 of the Law on Volunteers). Therefore, as a rule, volunteers are not paid for their activity. However, (i) there is no direct prohibition for any stipends meaning that a volunteer may be paid by organization under its contractor agreement (subject to payment taxes etc.; however such agreement may be viewed more as a services agreement instead of agreement for volunteer activity), (ii) organizations are allowed to incentivize a volunteer by providing encouragements and/or awards, which may imply monetary payments, especially if there is a grant provided by the authorities (subitem 3.1 of item 1 of article 17.1 of the Law on Volunteers). Volunteers may be reimbursed as outlined below.

Are organizations allowed to reimburse volunteers? If yes, for what expenses (such as transportation, food, etc.).

Volunteer is entitled to receive reimbursements for food, clothing (required for volunteer activities), equipment, personal protective equipment, payment for travel to the venue and back, payment for communication services, payment of insurance premiums for voluntary medical insurance of a volunteer, the cost of insuring life or health required for volunteer activities, and/or damages to the life or health caused during the volunteer activity (subitems 3 and 3.1 of item 1 of article 17.1 of the Law on Volunteers), provided that such reimbursements are provided in the agreement with such volunteer, or in the law (law is generally silent on such cases).

Working hours

Are there any obligations around how many hours volunteers can work?

Russian laws on volunteering do not provide for any limitations in terms of hours of work. However, such limitations may be set out in the agreement with volunteer, or prescribed in various methodological recommendations applicable to various industries (e.g., up to 6 hours of work in the sphere of culture (Letter of the Ministry of Culture dated 31 May 2018 No. 8645-01.1-49@-AK))

Are volunteers entitled to any type of leave?

Russian laws on volunteering do not provide for any types of leave (mainly, because volunteering is a voluntary activity and volunteers are not obliged as such to carry it out without any specific obligations and time schedules), unless agreements with volunteers set out any of such obligations and provisions.

Social security

Are organizations obliged to pay any social security contributions on behalf of their volunteers?

No, such contributions are not prescribed by law.

Are organizations obliged to provide health insurance to volunteers?

Although a volunteer has a right to receive health insurance benefits as provided by law, or by its agreement with organization (item 1 of article 17.1 of the Law on Volunteers), there are no special laws as of the date of this guide obliging organizations to provide such insurance.



Are organizations liable for absences of volunteers due to work-place injuries?

No, organizations are not liable.

3 Safe and supportive work environment

Are there any differences in terms of the regime that applies to employees?

No differences provided in the Russian laws on volunteering.

4 Tax

Are organizations obliged to pay taxes if they pay their volunteers stipends? If yes, what types of taxes are mandatory to pay?

Russian law does not provide for stipends to volunteers. In general, if any payments are made, they would be taxed as an income tax of a volunteer (at a rate of 13%, or 15% (depends on income), 30% (for foreign tax residents)). If payment is made as a grant, premium, prize within the grants provided by Russian authorities, such payments are not subject to taxes (item 6 of article 217 of the Russian Tax Code). Reimbursements mentioned above are not subject to taxation, except for reimbursements for food exceeding RUB 700 per day (items 3.1 and 3.2 of article 217 of the Russian Tax Code; item 6 of article 420 of the Russian Tax Code).

5 What to do when things go wrong

What grounds do organizations have for the termination of volunteer agreements/arrangements?

Such agreements must be terminated based on (i) general provisions of Russian Civil Code (e.g., termination based on a mutual agreement, through court proceedings if a volunteer materially breached its agreement, unilateral refusal from agreement by the organization if all payments due to a volunteer are effected) and (ii) provisions of the agreement with a volunteer. In addition, an agreement can be terminated by the organization if the volunteer does not comply with mandatory requirements of internal regulations of the organization (item 5 of article 17.1 of the Law on Volunteers). There are no other special grounds for termination of agreements with volunteers set out in law.

If no agreements are executed (a volunteer acts based on a list of registration for volunteer activity, or similar document), then, strictly speaking, such arrangements can be terminated immediately (as there is no agreement between the parties as such) subject to payment for any reimbursements of the volunteer.

What is the responsibility of organizations for damages incurred by a volunteer's actions within his/her work?

There are no (1) special rules setting out responsibility of organizations for damages incurred by a volunteer's actions within his/her work, and (2) developed practice in relation to this issue. General provisions of Russian law are designed to cover damages made by employees and persons acting based on civil agreement. In such cases, an organization is held liable for their actions (Clauses 1064 and 1068 of the Russian Civil Code). If a volunteer executed a contractor (civil) agreement, it seems possible to rely on these provisions of the Russian Civil Code. However, if there is no agreement with a



volunteer, then it would be challenging for a third-party to hold an organization liable for actions of the volunteer.

d. Non-citizen employees and consultants, including refugees and others forcibly displaced

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1 Status and the right to work

Are employers obliged to secure legal status for their employees or consultants if they are non-citizens? (such as refugee status, humanitarian visas, visas for trafficking survivors, other recognized protection statuses, etc.)

As a general rule, employers are not obliged to secure legal status for their employees or consultants, if they are non-citizens (such as refugee status, humanitarian visas, visas for trafficking survivors, other recognized protection statuses), i.e. such persons are liable to secure their status on their own.

In terms of refugees, a person must apply on their own to obtain status of refugee (Articles 3 and 4 of Federal Law No. 4528-1 "On Refugees" dated February 19, 1993 "**Law on Refugees**"). Once a person obtains a status of refugee, such person carries out employment activity in Russia on the same basis as Russian citizens, i.e. no work permits/patents required (Article 13 of Federal Law No. 115-FZ "On legal status of foreign citizens in Russia" dated July 25, 2002 ("**Law on Status of Foreign Citizens**"); Article 8 of Law on Refugees).

In terms of special types of visas (e.g., humanitarian visas), it depends on a type of visa and it should be analyzed separately whether a person would be able to work under such type of visa. In general, it is possible to obtain such visas only based on invitations, or resolutions of Russian authorities (e.g., such as the Russian Ministry of Foreign Affairs for humanitarian visas and visas for a person seeking refugee status), and/or decisions of head of a diplomatic missions, or a consular institutions (e.g., for humanitarian visas) (Government Regulation No. 335 dated June 9, 2003), i.e. support of potential employer is required.

Are employers obliged to secure work permits for their employees or consultants?

Under general rule, a foreign citizen would need to obtain authorization either in the form of patent, or work permit subject to certain exceptions as outlined in item 1 (c) below (Article 13 of the Law on



Status of Foreign Citizens).

If a foreign person works under a patent regime, such person is responsible for obtaining and ensuring a valid patent and generally maintains its status. An employer may only support an employee by providing additional letters to be added to the submission. However, if such person works under a work permit regime, it is usually an employer who applies for the work permit and generally maintains its status (Order of the Ministry of Internal Affairs No. 541 dated August 1, 2020)).

Is it always necessary to obtain a work permit?

There are a number of cases where a foreign person may be able to work without a work permit, or a patent as elaborated in Article 13 of the Law on Status of Foreign Citizens (there is a list of various exceptions). To illustrate only, the following persons can work in Russia without a work permit, or a patent:

1. persons who temporarily or permanently reside in Russia, persons recognized as refugees in Russia, certain medical, science and IT categories of employees (there are additional criteria); or
2. citizens of certain neighboring countries (e.g., citizens of Belarus, Kazakhstan, Armenia, Kyrgyzstan) do not require permits, or patents (such easements are also provided by Article 97 of the Treaty on Eurasian Economic Union).

Can asylum-seekers and other persons forcibly displaced access the right to work if they do not have refugee status or other recognized protection statuses?

No.

2 Contracts

Are employment contracts or consultant agreements for non-citizens different to those for citizens?

The only difference in the contract with a foreign person is that such contract must include reference to the work authorizations (e.g., patent, work permit), residence status (e.g., residence permits) (Article 372.2 of the Russian Labor Code). If an employee is a highly qualified specialist, a contract must also set out provisions on medical care and indicate references to a voluntary health insurance policy.

Parties to a contract may add reimbursement provisions such as reimbursement of expenses for travelling (e.g., to home country), expenses related to family (travelling, health insurance).

3 Conditions of employment

Does national law regulate the quotas for the number of non-citizens within one organization?

Under general rule, a Russian employer must get an authorization from the Russian Ministry of Internal Affairs to employ foreign employees, except for certain categories of employees (e.g., persons who temporarily or permanently reside in Russia, or reside in Russia on visa-free basis, is a highly-qualified specialist etc.) (Article 13 of the Law on Status of Foreign Citizens). Quotas for the number of non-citizens within one organization are set out for certain industries, e.g., sport related activity (no more than 25% of employees in organization), sale of medicine in drug stores (foreign employees are not allowed, current quota is 0%), construction activities (no more than 80%) (Government Regulation No. 1751 dated October 3, 2022).

In addition, there is a general quota for foreign employees who reside in Russia based on visa basis,



which is set out by the Russian Government on an annual basis to maintain balance of employment between Russian and foreign citizens. As of 2023, such quota equals to 123,943 persons and there is a list of allocation of such quotas per profession/qualification group (e.g., sellers (1,361), construction workers (32,808)) (Government Regulation No. 2171 dated November 30, 2022). Such quota does not apply to highly qualified foreign specialists or persons residing in Russia on a visa-free basis.

Employer is obliged to report to police authorities on termination of employment of a foreign employee no later than three (3) business days following execution of the termination contract (item 8 of Article 13 of the Law on Status of Foreign Citizens).

Are employers obliged to report about employed non-citizens?

Please see above.

Are there any other differences in conditions of employment for non-citizens and citizens?

Differences are as follows. Minimum age of a foreign employee is 18 (Article 327.1 of the Russian Labor Code). Foreign person is subject to higher income tax (30%), until such person becomes a Russian tax resident (when a person lives more than 183 days per year).

Are there any specific employment terms that apply to citizens but not apply to non-citizens?

Contract with male citizens may contain provisions related to the Russian army (reporting provisions etc.).

4 Safe and supportive work environment

Are there any differences in a safe and supportive work environment approach for non-citizens? If yes, please elaborate here.

There are no differences in a safe and supportive work environment approach for non-citizens.

Does the employer have additional obligations for non-citizens?

There are no additional obligations for non-citizens related to safe and supportive work environment.

5 What to do when things go wrong

Is the process of termination of an employment contract for non-citizens different than for citizens? If yes, please explain here.

The process of termination of an employment contract for non-citizens is generally similar to the one for citizens, however there are some differences, the key of which are:

- i. (additional grounds for termination of employment agreement (e.g., suspension, or cancellation of employer's permit to attract foreign employees, employee's patent, employee's work permit, or residence permit). Depending on the ground, it may be required to terminate the agreement in one month once the related ground occurred (Article 327.6 of the Russian Labor Code).
- ii. (employer is obliged to report to the Russian Ministry of Internal Affairs on termination of employment of foreign employees no later than three (3) business days following execution of the termination contract (item 8 of Article 13 of Law on Status of Foreign Citizens). No such requirement is set out for citizens.
- iii. if an employee is terminated because of suspension, or cancellation of employer's



permit to attract foreign employee, the foreign employee receives two (2) weeks severance payment.

Is the process of resignation for non-citizens different than for citizens? If yes, please explain here.

Resignation process is generally encompassed by the termination procedures. In either case (either a termination, or resignation), it would be required to execute a termination agreement and report to the Russian Ministry of Internal Affairs as outlined above.

Are non-citizens entitled to the equal protection of employment laws in the event of employment-related disputes?

Yes, there is generally the same treatment as for citizens (Article 327.1 of the Russian Labor Code).



3. Addendum

Addendum #1

EMPLOYMENT AGREEMENT No. [●]

ТРУДОВОЙ ДОГОВОР № [●]

[Moscow]

[Date]

[г. Москва]

[Дата]

This employment agreement (the "Agreement") is entered into by and between

Настоящий трудовой договор ("Договор") заключен между

[Name], a [form of the entity], established and operating under the laws of the Russian Federation ("RF"), main state registration number: [●], [registered with the Ministry of Justice under No. [●]], located at: [●], represented by [Name], [title], acting on the basis of [name of the document, e.g., Charter, PoA, etc.], (the "Employer"),

[Наименование], [организационно-правовая форма], созданным и действующим в соответствии с законодательством Российской Федерации ("РФ"), ОГРН [●], [зарегистрированным при Министерстве юстиции за номером [●]], адрес: [●], в лице [Имя], [должность], действующего на основании [наименование документа, н-р, устав, доверенность и др.], ("Работодатель"),

and

и

[Name], a citizen of the RF, [passport details] (the "Employee" and together with the Employer – the "Parties" and individually – a "Party"), pursuant to the terms and conditions as set out below.

[ФИО], гражданином(-кой) РФ, [паспортные данные] ("Работник" и совместно с Работодателем – "Стороны" и по отдельности – "Сторона"), в соответствии с нижеприведенными положениями и условиями.

1. Subject Matter of Agreement

1. Предмет Договора

1.1 The Employee is hereby employed in the position [the position name].

1.1 Работник принимается на работу на должность [наименование должности].

1.2 The Employee's specific work duties and obligations are determined in the job description. The job description is attached hereto as Annex 1. The Employee's immediate supervisor is [the position name].

1.2 Перечень конкретных должностных обязанностей определяется должностной инструкцией. Должностная инструкция приложена к настоящему Договору в качестве Приложения 1. Непосредственным руководителем Работника является [наименование должности].

Upon mutual consent of the Parties, if necessary, the work duties and obligations of the Employee may be changed in accordance with the procedure provided for by the RF law. A new job description should be issued as an annex to this Agreement and come into force upon signing by both Parties.

По соглашению Сторон, в случае необходимости, должностные обязанности Работника могут быть пересмотрены в порядке, предусмотренном действующим законодательством РФ. Новая должностная инструкция оформляется в качестве приложения к настоящему Договору и вступает в силу после подписания обеими Сторонами.

1.3 The Employee's place of work shall be [the office of the Employer in Moscow, the RF]. The Employee shall travel on business as required

1.3 Местом работы Работника является [офис Работодателя в г. Москве, РФ]. Работнику предстоит выезжать в другие места по мере



	by the needs of the Employer. The Employee's work in other places as needed (both within the RF or outside the RF) shall be considered as a business trip.		служебной необходимости. Работа Работника в других местах по мере служебной необходимости (как в пределах РФ, так и за ее пределами) оформляется как служебная командировка.
1.4	Employment hereunder shall be the primary place of work for the Employee.	1.4	Работа по настоящему Договору является для Работника основным местом работы.
1.5	Working conditions at the Employee's principal place of work are [optimal (1st class)].	1.5	Условия труда на основном рабочем месте Работника являются [оптимальными (1 класс)].
2.	Term of Agreement	2.	Срок действия Договора
2.1	This Agreement is concluded for an indefinite term.	2.1	Настоящий Договор заключен на неопределенный срок.
2.2	The date of employment shall be [date] (the "Date of Employment"), pursuant to the relevant Employment Order. The Agreement becomes effective from the Date of Employment and shall be valid until terminated by the Parties under the procedure established hereunder and by the applicable RF law.	2.2	Датой приема на работу является [дата] ("Дата приема на работу") в соответствии с Приказом о приеме на работу. Договор вступает в силу с Даты приема на работу и действует до даты его расторжения Сторонами в порядке, установленном настоящим Договором и действующим законодательством РФ.
2.3	In order to assess the Employee's suitability for work, he/she shall have a probation period of [3 (three) months]. In the event the results of the probation period are unsatisfactory, the Employer shall have a right prior to the end of the probation period to dismiss the Employee on the ground of Part 1 of Article 71 of the RF Labor Code, without severance pay, by giving the Employee a notice in writing at least three (3) days prior to the date of dismissal and specifying the reasons for such dismissal.	2.3	В целях проверки соответствия Работника выполняемой работе ему/ей устанавливается испытательный срок в [3 (три) месяца]. При неудовлетворительном результате испытательного срока Работодатель имеет право до окончания периода испытания расторгнуть настоящий Договор на основании части 1 статьи 71 Трудового кодекса РФ без выплаты выходного пособия, письменно предупредив Работника не позднее, чем за 3 (три) дня до даты увольнения, и указав причины увольнения.
3.	Employee's Rights and Obligations	3.	Права и Обязанности Работника
3.1	The Employee shall have the right to terminate this Agreement in accordance with the procedure, and subject to the terms and conditions, established by the applicable RF law; to be provided with the job contemplated under this Agreement and to receive his/her salary on time and in full, as provided for by this Agreement and subject to the RF law. The Employee shall have such other rights as are provided for by the RF law and this Agreement.	3.1	Работник имеет право на расторжение настоящего Договора в порядке и на условиях, предусмотренных действующим законодательством РФ; на предоставление ему/ей работы, обусловленной настоящим Договором, и на своевременную и в полном объеме выплату заработной платы, установленной настоящим Договором и законодательством РФ. Работник имеет другие права, установленные законодательством РФ и настоящим Договором.



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| 3.2 | The Employee agrees to carry out the job assigned to the Employee in person and undertakes in good faith all of the Employee's work duties and obligations set out in the job description (Annex 1). | 3.2 | Работник обязуется лично выполнять трудовую функцию и добросовестно исполнять свои трудовые обязанности, предусмотренные должностной инструкцией (Приложение 1). |
| 3.3 | The Employee agrees to acknowledge in writing the applicable Internal Labor Regulations, Regulations on Occupational Safety Measures (along with Occupational Safety Instruction) and other local regulatory acts of the Employer and to comply with their provisions and with the provisions of the applicable RF law related, whether directly or indirectly, to the employment of the Employee, and to meet all the requirements of, and fulfill such instructions as may be given by, the Employer and the Employee's immediate supervisors, to the extent consistent with the applicable RF law. | 3.3 | Работник обязуется знакомиться под роспись с действующими Правилами внутреннего трудового распорядка, Положением об организации работы в области охраны труда (вместе с Инструкцией по охране труда) и иными локальными нормативными актами Работодателя и соблюдать их положения, а также положения действующего законодательства РФ, прямо или косвенно касающиеся его/ее работы у Работодателя, а также выполнять все требования и поручения Работодателя и своих непосредственных руководителей, не противоречащие действующему законодательству РФ. |
| 3.4 | The Employee agrees to observe work discipline, fulfill applicable work quotas, and comply with labor protection and safety requirements. | 3.4 | Работник обязуется соблюдать трудовую дисциплину, выполнять установленные нормы труда, соблюдать требования по охране труда и обеспечению безопасности труда. |
| 3.5 | The Employee agrees to exercise care while using the property of the Employer and other employees, to take all reasonable measures to protect the property and property interests of the Employer from theft, pilferage, damage, or spoilage and to notify forthwith the immediate supervisor or other involved representative of the Employer of any situation threatening the life or health of people or the security of the Employer's property. | 3.5 | Работник обязуется бережно относиться к имуществу Работодателя и других работников, принимать все разумные меры по защите имущества и имущественных интересов Работодателя от краж, расхищения, ущерба и порчи и незамедлительно сообщать непосредственному руководителю либо иному соответствующему представителю Работодателя о возникновении ситуации, представляющей угрозу жизни и здоровью людей или сохранности имущества Работодателя. |
| 3.6 | The Employee shall upon termination of this Agreement return any property of the Employer placed in the Employee's possession for performance of his/her work duties and obligations including but not limited to any laptop, mobile phone, other electronic devices, and any monetary amounts owed by the Employee to the Employer as of the moment of this Agreement termination which can be withheld from the Employee's salary in accordance with, and in the amounts established by, the applicable RF law. | 3.6 | Работник обязуется при расторжении настоящего Договора вернуть имущество Работодателя, которое находилось в пользовании Работника в связи с выполнением им/ею своих служебных обязанностей, включая, но не ограничиваясь, ноутбук, мобильный телефон, другие электронные устройства, а также вернуть все суммы, представляющие задолженность Работника перед Работодателем на момент расторжения настоящего Договора, которые могут быть удержаны из заработной платы Работника в |



порядке и размере, установленными действующим законодательством РФ.

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| 3.7 | The Employee shall be materially liable for the Employer's property under the Employee's control. The Employee agrees to undertake no actions that may cause pecuniary or other damage to the Employer, including any damage to the reputation of the Employer. | 3.7 | Работник несет материальную ответственность за вверенное ему/ей имущество Работодателя. Работник обязуется не совершать никаких действий, которые могут причинить материальный или иной ущерб Работодателю или которые могут каким-либо образом нанести вред репутации Работодателя. |
| 3.8 | The Employee agrees to be, during the term of this Agreement, loyal to the interests of the Employer, so that all actions connected with the carrying out of duties and responsibilities under this Agreement will be conducted by the Employee exclusively in the interests of the Employer, rather than in the Employee's personal interest or the interests of third parties. Moreover, the Employee agrees not to do anything which creates, could create, or could be perceived to create a conflict of interest with the Employee's duties to the Employer. | 3.8 | Работник обязуется в течение срока действия Договора соблюдать интересы Работодателя с тем, чтобы все действия Работника, связанные с выполнением трудовых обязанностей по настоящему Договору, совершались исключительно в интересах Работодателя, а не в личных интересах Работника и не в интересах третьих лиц. Более того, Работник соглашается не совершать действий, которые приводят или могут привести, или могут рассматриваться как приводящие к конфликту интересов с обязанностями Работника. |
| 3.9 | The Employee shall be obligated to use work time solely for the purpose of undertaking the Employee's work duties and obligations hereunder and to undertake all work duties obligations conscientiously, efficiently and in accordance with the provisions of this Agreement. | 3.9 | Работник обязан использовать рабочее время исключительно для целей исполнения трудовых обязанностей по настоящему Договору и выполнять свои трудовые обязанности добросовестно, квалифицированно и в соответствии с положениями настоящего Договора. |
| 3.10 | The Employee shall have other obligations pursuant to the RF law, including those prescribed by Article 21 of the RF Labor Code. | 3.10 | Работник несет иные обязанности в соответствии с законодательством РФ, в том числе предусмотренные в статье 21 Трудового кодекса РФ. |
| 4. | Employer's Rights and Obligations | 4. | Права и Обязанности Работодателя |
| 4.1 | The Employer shall have the right to amend and terminate this Agreement in accordance with the procedure, and subject to the terms and conditions, established by the RF law. The Employer shall have such other rights as are provided for by the RF law and this Agreement. | 4.1 | Работодатель имеет право на изменение и расторжение настоящего Договора в порядке и на условиях, предусмотренных законодательством РФ. Работодатель имеет другие права, предусмотренные законодательством РФ и настоящим Договором. |
| 4.2 | The Employer agrees to provide employment to the Employee pursuant to the job specified hereunder. | 4.2 | Работодатель обязуется предоставить Работнику работу по обусловленной Договором трудовой функции. |
| 4.3 | The Employer agrees to provide the Employee with equipment, tools, technical documentation and such other means as may | 4.3 | Работодатель обязуется обеспечить Работника оборудованием, инструментами, технической документацией и иными |



	be necessary for the Employee to perform the Employee's work duties and obligations hereunder.		средствами, необходимыми для исполнения Работником трудовых обязанностей по настоящему Договору.
4.4	The Employer agrees to provide a suitable working environment as required by the applicable RF law.	4.4	Работодатель обязуется обеспечить условия труда, отвечающие требованиям действующего законодательства РФ.
4.5	The Employer agrees to pay to the Employee a salary and other payments pursuant to the terms and conditions of this Agreement in a timely manner and in full.	4.5	Работодатель обязуется своевременно и в полном размере выплачивать Работнику заработную плату и иные выплаты, обусловленные Договором.
4.6	The Employer agrees to safeguard and use Employee's personal data received by the Employer in connection with this Agreement in accordance with the RF law, the Regulation on Protection of Personal Data of Employees and the Internal Labor Regulations.	4.6	Работодатель обязуется обеспечить надлежащий порядок хранения и использования персональных данных Работника, полученных Работодателем в связи с настоящим Договором, в соответствии с требованиями законодательства РФ, Положением о защите персональных данных работников и Правилами внутреннего трудового распорядка.
4.7	The Employer agrees to have the Employee to acknowledge in writing the applicable Internal Labor Regulations, Regulations on Occupational Safety Measures (along with Occupational Safety Instruction) and other local regulatory acts approved by the Employer.	4.7	Работодатель обязуется знакомить Работника под роспись с действующими Правилами внутреннего трудового распорядка, Положением об организации работы в области охраны труда (вместе с Инструкцией по охране труда) и иными принимаемыми локальными нормативными актами.
4.8	The Employer shall have other obligations pursuant to the RF law, including those prescribed by Article 22 of the RF Labor Code.	4.8	Работодатель несет иные обязанности в соответствии с законодательством РФ, в том числе предусмотренные в статье 22 Трудового кодекса РФ.
5.	Working Hours and Leisure Time	5.	Рабочее время и время отдыха
5.1	The Employee shall work a 40-hour, five-day work week from Monday to Friday with two days off (Saturday and Sunday) [with an open-ended working day]. The exact time of work and leisure time for the Employee, including the beginning and end of the working day, break for leisure and meals, shall be determined by the Internal Labor Regulations or/and by this Agreement.	5.1	Работнику устанавливается 40-часовая пятидневная рабочая неделя с понедельника по пятницу с двумя выходными днями (суббота и воскресенье) [с ненормированным рабочим днем]. Конкретный режим рабочего времени и времени отдыха Работника, в том числе время начала и окончания рабочего дня, перерыва для отдыха и питания, определяется Правилами внутреннего трудового распорядка и/или настоящим Договором.
5.2	In addition to regular days-off, the Employee shall be entitled to all official public holidays established by the RF law.	5.2	В дополнение к выходным дням Работнику предоставляется отдых в нерабочие



			праздничные дни, установленные законодательством РФ.
6.	Vacation	6.	Отпуск
6.1	The Employee shall be entitled to a principal annual paid vacation of 28 (twenty-eight) calendar days, during which his/her job shall be reserved for him/her and he/she will continue to draw his/her average earnings.	6.1	Работнику предоставляется ежегодный основной оплачиваемый отпуск с сохранением места работы и среднего заработка продолжительностью 28 (двадцать восемь) календарных дней.
	The vacation for the first year of work shall be granted to the Employee after the expiry of six (6) months of continuous work for the Employer.		Право на использование отпуска за первый год работы возникает у Работника по истечении 6 (шести) месяцев его/ее непрерывной работы у Работодателя.
6.2	[In addition to the annual paid vacation set out in Paragraph 6.1 above, the Employee shall be entitled to additional annual paid vacation of three (3) calendar days as compensation for an open-ended working day.]	6.2	[Помимо ежегодного оплачиваемого отпуска, указанного в пункте 6.1, Работнику предоставляется дополнительный ежегодный оплачиваемый отпуск, продолжительностью 3 (три) календарных дней, в качестве компенсации за ненормированный рабочий день.]
6.3	The dates of annual paid vacation as provided for in the vacation schedule approved by the Employer not later than two (2) weeks prior to the beginning of a calendar year, may be changed if so agreed by and between the Employee and the Employer, but no later than fourteen (14) calendar days prior to the commencement of the vacation. A vacation may be split if so agreed by and between the Employee and the Employer, provided that the duration of at least one part of such split vacation is to be no less than fourteen (14) calendar days.	6.3	Даты ежегодного оплачиваемого отпуска, которые предусмотрены графиком отпусков, утверждаемым Работодателем не позднее, чем за 2 (две) недели до наступления календарного года, могут быть изменены по соглашению между Работником и Работодателем, но не позднее, чем за 14 (четырнадцать) календарных дней до начала отпуска. По соглашению между Работником и Работодателем отпуск может быть разделен на части. При этом хотя бы одна из частей этого отпуска должна быть не менее 14 (четырнадцати) календарных дней.
7.	Compensation	7.	Оплата труда
7.1	The Employee shall be paid a salary in accordance with the salary payment system of the Employer; the amount and composition of the salary of the Employee is set out in Annex 2 hereto.	7.1	Работнику устанавливается заработная плата в соответствии с действующей у Работодателя системой оплаты труда; размер и состав заработной платы Работника указан в Приложении 2 к настоящему Договору.
7.2	The base monthly salary shall be paid not less than once every half-month, on the dates established by the Internal Labor Regulations in the below proportions established based on the Employee's request:	7.2	Ежемесячная заработная плата выплачивается не реже, чем каждые полмесяца в дни, установленные Правилами внутреннего трудового распорядка в следующих пропорциях, установленных по просьбе Работника:
-	13th day of the current month – advance payment (a fixed sum) in the amount of 50%	-	13-го числа текущего месяца – аванс (фиксированная сумма) в размере 50%



	(fifty percent) of the base monthly salary will be paid; and		(пятьдесят процентов) от ежемесячной заработной платы;
-	27th day of the current month – the remaining portion of the Employee’s base monthly salary will be paid.	-	27-го числа текущего месяца – оставшая часть ежемесячной заработной платы Работника.
7.3	When the payment day falls on a weekend or public holiday, the payment of the salary will be made on the working day before such weekend or public holiday.	7.3	При совпадении дня выплаты с выходным или нерабочим праздничным днем выплата заработной платы производится накануне этого дня.
7.4	The base monthly salary and other payments pursuant to this Agreement shall be paid to the Employee by bank transfer to the account of the Employee opened with the bank, as agreed to by the Parties. The Employee is required to provide the Employer with banking details on his/her individual bank account or changes therein in advance, in writing, to enable the Employer to comply with the established dates of payment.	7.4	Ежемесячная заработная плата и иные выплаты по настоящему Договору выплачиваются Работнику банковским переводом на банковский счет Работника, открытый в банке по взаимному согласию Сторон. Работник обязан заблаговременно уведомить Работодателя в письменном виде о реквизитах своего личного банковского счета, а также обо всех изменениях этих реквизитов с тем, чтобы Работодатель имел возможность выполнить свои платежные обязательства в установленные сроки.
7.5	The Employer, solely at its discretion, may revise the salary of the Employee on an annual basis in accordance with the general economic factors. Any change of the amount of the salary shall be carried out pursuant to the procedure established by the applicable RF law.	7.5	Работодатель, действуя исключительно по своему собственному усмотрению, может ежегодно пересматривать заработную плату Работника в соответствии с общеэкономической ситуацией. Любое изменение в заработной плате осуществляется в порядке, установленном действующим законодательством РФ.
7.6	All payments of the Employee’s salary hereunder (as well as other payments under this Agreement, to the extent applicable) shall be subject to income tax and other applicable taxes, as well as to mandatory payments due as established by the applicable RF law.	7.6	В порядке и размере, установленными действующим законодательством РФ, Работодатель удерживает из заработной платы Работника (а также, насколько применимо, из других выплат, полагающихся Работнику по настоящему Договору), подоходный налог и другие налоги, а также производит обязательные выплаты в соответствии с требованиями действующего законодательства РФ.
7.7	Work on days off and work on official public holidays shall be compensated with higher pay under the procedure stipulated by the applicable RF law. Upon the Employee’s written application to the Employer, the Employee may be granted an alternative day off in substitution for work on a day off or work on an official public holiday.	7.7	Работа в выходные и нерабочие праздничные дни компенсируется повышенной оплатой в порядке, предусмотренном действующим законодательством РФ. По письменному заявлению Работника работа в выходной или нерабочий праздничный день может быть компенсирована предоставлением другого дня отдыха.
8.	Reimbursement of Expenses	8.	Возмещение расходов



8.1	Whenever the Employee is sent on a business trip, he/she shall be compensated for travel-related expenses in accordance with the Regulation on Business Trips, approved by the Employer, and the RF law.	8.1	В случае направления Работника в служебную командировку ему/ей компенсируются расходы в соответствии с Положением о командировках, утвержденным Работодателем, и законодательством РФ.
9.	Obligatory Social Insurance	9.	Обязательное социальное страхование
9.1	The Employer shall arrange for obligatory social insurance of the Employee as established by the applicable RF law.	9.1	Работодатель осуществляет обязательное социальное страхование Работника в соответствии с требованиями действующего законодательства РФ.
10.	Temporary Disability	10.	Временная нетрудоспособность
10.1	The Employee must, where possible, promptly inform his/her immediate supervisor or other official authorized by the Employer in the event of temporary disability (illness, accident, etc.).	10.1	При наступлении временной нетрудоспособности (болезни, несчастном случае и др.) Работник должен, по возможности, незамедлительно сообщить об этом непосредственному руководителю или иному уполномоченному лицу Работодателя.
10.2	The Employer shall pay to the Employee a temporary disability benefit pursuant to the applicable RF law and the local regulatory acts.	10.2	Работодатель выплачивает Работнику пособие по временной нетрудоспособности в соответствии с действующим законодательством РФ и внутренними нормативными актами Работодателя.
11.	Confidentiality	11.	Конфиденциальность
11.1	The Employee acknowledges that during the course of his/her employment with the Employer, he/she will have access to information about the Employer, which is confidential and/or proprietary in nature, and which belongs to the Employer. As such, at all times, both during the term of this Agreement and after termination of this Agreement, the Employee will hold in the strictest confidence, and not use or attempt to use except for the benefit of the Employer, and not disclose to any other person or entity (without the prior written authorization of the Employer) any Confidential Information (as defined below). Notwithstanding anything contained in this Section 11, the Employee will be permitted to disclose Confidential Information to the extent required by a validly issued court order or similar lawful instrument issued by a competent authority, provided that the Employee notifies the Employer immediately of any such instrument or court order in an effort to allow the Employer to challenge such legal process or court order, if the Employer	11.1	Работник признает, что в течение своей работы у Работодателя он/она будет иметь доступ к информации о Работодателе, которая является конфиденциальной и/или частной по своей природе и принадлежит Работодателю. Исходя из этого Работник обязуется всегда – в течение срока действия настоящего Договора и после его расторжения – соблюдать строжайшую конфиденциальность в отношении этой информации, не использовать и не пытаться использовать ее кроме как на благо Работодателя и не раскрывать Конфиденциальную Информацию (согласно определению, приведенному ниже) какому-либо физическому или юридическому лицу без предварительного письменного разрешения Работодателя. Несмотря на содержание настоящей статьи 11, Работнику разрешается раскрывать Конфиденциальную Информацию в той степени, в которой это требуется в силу законно изданного судебного приказа или иного подобного законного документа, изданного уполномоченным на то органом,



so elects, prior to the Employee's disclosure of any Confidential Information.

при условии что Работник незамедлительно уведомит Работодателя о любом таком документе или судебном приказе, чтобы позволить Работодателю оспорить такой документ или судебный приказ (если Работодатель пожелает сделать это), прежде чем Работник раскроет такую Конфиденциальную Информацию.

The terms of this Agreement are also confidential.

К конфиденциальной информации относится содержание настоящего Договора.

11.2 For purposes of this Agreement, "Confidential Information" means any confidential or proprietary information which belongs to the Employer and its affiliates and subsidiaries, including without limitation, technical data; research and developments plans and activities; business methods; software, source codes, object code and software features; the prices, terms and conditions of the Employer's contracts and business relationships; pricing information; business and marketing plans and strategies; and copyrights, other intellectual property, know-how; research, product information, projects and services; supplier lists and information, supplier rates; and technology, inventions, developments, processes, formulas, designs and drawings; marketing methods and strategies, sales methods; and financial information, revenue figures, account information, credit information, financing arrangements, and other information disclosed to the Employee by the Employer and its affiliates and subsidiaries in confidence, directly or indirectly, and whether in writing, orally, or by electronic records, drawings, pictures, or inspection of tangible property. Confidential Information does not include any of the foregoing information which has entered the public domain other than by a breach of this Agreement.

11.2 В целях настоящего Договора "Конфиденциальная Информация" означает любую конфиденциальную или частную информацию, которая принадлежит Работодателю, а также его аффилированным лицам и дочерним предприятиям, включая, в том числе, техническую информацию; данные о планах и деятельности в сфере НИОКР; методы ведения коммерческой деятельности; программное обеспечение, исходные коды, выходные программы и программные возможности; цены, условия договоров Работодателя, включая условия делового сотрудничества; списки текущих и (или) потенциальных клиентов Работодателя; ценовую политику; планы и стратегии в сфере развития бизнеса и осуществления маркетинговой деятельности; авторские права, иную интеллектуальную собственность, ноу-хау; данные исследований, информацию о продукции, проектах и услугах; списки поставщиков и информацию о них, расценки поставщиков; технологии, изобретения, разработки, процессы, формулы, проекты и чертежи; маркетинговые методы и стратегии, способы сбыта; финансовую информацию, показатели выручки, информацию бухгалтерского учета, информацию о кредитах, финансовые договоренности и иную информацию, конфиденциально сообщенную Работнику Работодателем, а также его аффилированными лицами и дочерними предприятиями прямо или косвенно, в письменной форме, устно или в виде электронных сообщений, чертежей, рисунков, либо выявленную в ходе проверки материального имущества. Конфиденциальная Информация не включает любой вид вышеуказанной информации, которая стала достоянием общественности каким-либо иным образом,



кроме как по причине нарушения условий настоящего Договора.

- | | | | |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.3 | If this Agreement is terminated, irrespective of the reasons for such termination, the Employee agrees to return to the Employer all documents, records or other information, including copies of documents and any support documentation prepared by the Employee containing the Employer's Confidential Information or relating to the business of the Employer and its affiliates and subsidiaries that are in the possession or under the control of the Employee. The Employee agrees, if so requested by the Employer, to confirm in writing signed by the Employee that the Employee has complied with this obligation. | 11.3 | В случае расторжения настоящего Договора, независимо от причин такого расторжения, Работник соглашается вернуть Работодателю все документы, записи и иную информацию, включая копии документов и любые вспомогательные документы, подготовленные Работником, которые содержат Конфиденциальную Информацию или относятся к деятельности Работодателя, а также его аффилированных лиц и дочерних предприятий и находятся в распоряжении или под контролем Работника. Работник соглашается, по требованию Работодателя, подтвердить выполнение настоящего требования в письменной форме за подписью Работника. |
| 11.4 | The Employer has the right to enter into a supplementary agreement about the confidentiality of trade secrets with the Employee. | 11.4 | Работодатель вправе заключить с Работником дополнительное соглашение о неразглашении коммерческой тайны. |
| 11.5 | The Employee must not publish any literature, deliver any lecture or make any communication to the media (including the press, radio, television or the internet) relating to the Employer's and its affiliates and subsidiaries' business or to any matters to which the Employer and its affiliates and subsidiaries may be concerned without the prior written authority from the Employer. | 11.5 | Работник не вправе публиковать произведения, читать лекции или делать заявления для средств массовой информации (в том числе, для прессы, радио, телевидения или в интернете), касающиеся деятельности Работодателя, а также его аффилированных лиц и дочерних предприятий или иных вопросов, в которых Работодатель, а также его аффилированные лица и дочерние предприятия могут быть заинтересованы, без предварительного письменного разрешения Работодателя. |
| 12. | Intellectual Property | 12. | Интеллектуальная собственность |
| 12.1 | All property rights to any intellectual property arising out of the Employee's job activity under this Agreement or in relation hereto, as well as all results of the Employee's intellectual activity gained in using the premises, information or other property of the Employer, including know-how or any other official or commercial secret of the Employer, shall become the property of the Employer from the moment of creation of such objects. | 12.1 | Права на объекты интеллектуальной собственности, созданные в процессе выполнения Работником своих трудовых обязанностей в соответствии с настоящим Договором или в связи с настоящим Договором, а также на результаты интеллектуальной деятельности Работника, созданные Работником с использованием помещений, информации или иной собственности Работодателя, включая ноу-хау или иной секрет производства или коммерческую тайну Работодателя, являются собственностью Работодателя с момента создания таких объектов Работником. |



- 12.2 The Employee should immediately inform the Employer in writing of all objects of copyright, know-how, ideas, discoveries, improvements, inventions, developments and procedures (both subject or not subject to patenting) which were or could be produced (conceived) by the Employee individually or in cooperation with other persons during the period of employment with the Employer and which relate to the activities of the Employer or to methods, procedures, techniques or equipment used by the Employer. The Employee shall transfer to the Employer all the documents, copies and other documentation related to such objects. The Employee agrees to maintain all such objects, including without limitation source code, within the Employer's recordkeeping facilities and in a form and manner such that it is readily accessible by the Employer's relevant representative (or its designee) and the Employer will be able to comply on an ongoing basis with its supervisory and recordkeeping obligations as the Employer may from time to time determine necessary under applicable statutes, laws, rules, and regulations, of all applicable federal, state, local and self-regulatory agencies and authorities, as well as internal rules, regulations and procedures established by the Employer from time to time.
- 12.2 Работник должен незамедлительно в письменном виде информировать Работодателя обо всех объектах авторского права, ноу-хау, идеях, открытиях, усовершенствованиях, изобретениях, разработках и процедурах (как патентуемых, так и непатентуемых), которые были сделаны (придуманы) им/ею самостоятельно или в сотрудничестве с другими лицами в период работы у Работодателя и которые имеют отношение к деятельности Работодателя, или к используемым им методам, процедурам, приемам или оборудованию. Работник обязуется передать Работодателю все документы, копии и любую иную документацию, относящуюся к таким объектам. Работник соглашается хранить такие объекты, включая, без ограничения, исходный код, в программах на сайте Работодателя, предназначенных для таких целей, в такой форме и таким образом, чтобы они были в любой момент доступны соответствующему представителю Работодателя (или уполномоченному им лицу), и чтобы Работодатель мог в отношении их на постоянной основе осуществлять свои права и обязанности в сфере контроля и документооборота, которые Работодатель периодически может определять как необходимые на основании применимых норм законодательства, законов, правил, и положений всех соответствующих федеральных, региональных, местных и саморегулируемых организаций и ведомств, а также внутренних правил, положений и процедур, периодически устанавливаемых Работодателем.
- 12.3 The Employer shall have the right to receive a patent for any intellectual property objects (an invention, useful pattern and industrial model, etc.) created by the Employee during his/her work with the Employer in connection with his/her work duties or a certain working assignment from the Employer. The Employee shall take all legal measures and observe all official procedures, which may be required under the legislation of any country of the world to secure (register) rights to such objects by the Employer.
- 12.3 Работодателю принадлежит право на получение патента на объекты интеллектуальной собственности (изобретение, полезную модель, промышленный образец и т.д.), созданные Работником в связи с выполнением им/ею трудовых обязанностей или полученного от Работодателя конкретного задания. Работник обязуется предпринимать все юридически необходимые действия и соблюдать все официальные процедуры, требуемые в соответствии с законодательством любой страны мира для целей обеспечения защиты (регистрации) Работодателем прав на такие объекты.
- 12.4 The Employee hereby authorizes the Employer to act in his/her name in relation to
- 12.4 Настоящим Работник наделяет Работодателя правом действовать от его/ее



	all issues connected with security or registration by the Employer of intellectual property rights to the objects indicated above.		имени в отношении всех вопросов, связанных с обеспечением защиты либо регистрацией Работодателем прав на объекты интеллектуальной собственности, указанные выше.
12.5	The Employee and the Employer hereby agree that the Employee's salary includes full and sufficient remuneration for all intellectual property objects created by the Employee, which are indicated above in Paragraph 12.2, except for remuneration fixed by imperative norms of the applicable RF law. This Section 12 shall survive termination of this Agreement.	12.5	Работник и Работодатель настоящим соглашаются, что заработная плата, предусмотренная настоящим Договором, является полной и достаточной компенсацией за создание Работником объектов интеллектуальной собственности, указанных выше в пункте 12.2, за исключением вознаграждения, предусмотренного императивными нормами законодательства РФ. Положения настоящей статьи 12 сохраняют силу после расторжения настоящего Договора.
13.	Amending the Agreement	13.	Изменение Договора
13.1	Any amendments and modifications to this Agreement shall be made in writing and signed by the Parties.	13.1	Все изменения и дополнения к Договору оформляются в письменной форме и подписываются Сторонами.
13.2	This Agreement may be amended or modified at any time, if so agreed by and between the Parties, to the extent permitted by the RF law.	13.2	В любое время по соглашению Сторон в настоящий Договор могут быть внесены любые изменения и дополнения, не противоречащие законодательству РФ.
14.	Termination of the Agreement	14.	Прекращение Договора
14.1	This Agreement may be terminated on grounds provided for by the RF Labor Code.	14.1	Договор может быть прекращен по основаниям, предусмотренным Трудовым кодексом РФ.
14.2	This Agreement may be terminated at any time by mutual agreement between the Parties and pursuant to the provisions of Part 1 of Article 77 of the RF Labor Code.	14.2	По соглашению Сторон Договор может быть расторгнут в любое время в соответствии с частью 1 статьи 77 Трудового кодекса РФ.
14.3	Upon termination of this Agreement, the Employee is obligated to transfer all his/her files connected with his/her employment with the Employer, including all documents and details of the Employer's contacts at suppliers, customers, business partners and state authorities and other property belonging to the Employer or any of its contractors which was in the Employee's possession or under his/her control, to the person appointed by the Employer not later than on the last day of the Employee's employment with the Employer (i.e., day of dismissal) or on another day agreed upon between the Employee and	14.3	В случае прекращения настоящего Договора Работник обязан передать уполномоченному Работодателем лицу все дела, связанные с его/ее работой у Работодателя, в том числе всю документацию, данные о контактных лицах поставщиков, заказчиков, деловых партнеров Работодателя, данные о контактных лицах в государственных органах и иное имущество, принадлежащее Работодателю или любому из его контрагентов и находившееся в распоряжении Работника или под его/ее контролем, не позднее последнего дня работы Работника у Работодателя (т.е. дня увольнения), либо в иной срок,



	the Employer, subject to Paragraph 3.6 of this Agreement.		установленный по соглашению между Работником и Работодателем, с учетом положений пункта 3.6 настоящего Договора.
15.	Miscellaneous	15.	Прочие положения
15.1	Any annexes to this Agreement shall be deemed an integral part hereof and shall be signed by the Employer and the Employee.	15.1	Все приложения к настоящему Договору являются его неотъемлемой частью и должны быть подписаны Работодателем и Работником.
15.2	In accordance with the local regulatory acts the Employee may be provided with additional benefits including but not limited to voluntary health insurance, life insurance, temporary disability payment. The Employer is entitled to review and amend the terms and the amount of such additional benefits (to increase, to decrease the amount and the range of such additional benefits) at any time in accordance with the procedure established by the Employer and, thus, a benefit entitlement in the current year may not lead to the same entitlement in the future.	15.2	Работнику в соответствии с локальными нормативными актами Работодателя могут предоставляться дополнительные льготы, включая, но не ограничиваясь: добровольное медицинское страхование, страхование жизни, оплата временной нетрудоспособности. Работодатель оставляет за собой право пересматривать и изменять условия предоставления и объемы таких дополнительных льгот (увеличивать, уменьшать в объеме и порядке предоставления) в любое время в установленном у Работодателя порядке, таким образом, предоставление и объем льгот в текущем периоде может не подразумевать предоставление таких же льгот в таком же объеме в последующих периодах.
	Amendment of such additional benefits does not constitute amendment of the terms of this Agreement specifically agreed to by the Parties and, therefore, does not require the consent of the Employee.		Изменение условий предоставления таких дополнительных льгот не является изменением определенных Сторонами условий настоящего Договора и не требует согласия Работника.
15.3	This Agreement supersedes and cancels all other agreements and commitments that may have been made earlier by the Parties, either orally or in writing.	15.3	Настоящий Договор заменяет и аннулирует все прочие соглашения и договоренности, которые могли быть ранее достигнуты между Сторонами в письменной или устной формах.
15.4	This Agreement shall be governed by the RF law.	15.4	Настоящий Договор регулируется законодательством РФ.
15.5	If at any time any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. The Parties agree to amend or replace any invalid, illegal or unenforceable provision of this Agreement by valid, legal and enforceable provisions which achieve, to the greatest extent possible and in the interests of the Parties hereto, the	15.5	Если в какой-либо момент времени какое-либо положение настоящего Договора в каком-либо отношении станет юридически недействительным, незаконным или не подлежащим принудительному исполнению, юридическая действительность, законность или возможность принудительного исполнения остальных положений настоящего Договора ни в коей степени тем самым не ущемляется и не умаляется. Стороны соглашаются



purpose of the invalid, illegal or unenforceable provision.

изменить или заменить любое юридически недействительное, незаконное или не подлежащее принудительному исполнению положение настоящего Договора на юридически действительное, законное или подлежащее принудительному исполнению положение, которое в максимальной степени соответствует цели юридически недействительного, незаконного или не подлежащего принудительному исполнению положения, а также интересам Сторон.

15.6 This Agreement is executed in two (2) bilingual copies, in English and Russian each. Each Party shall receive one (1) bilingual copy. In the event of a discrepancy between the texts of the Agreement in English and Russian, the text in Russian shall prevail.

15.6 Настоящий Договор подписан в двух (2) двуязычных экземплярах, на английском и русском языках каждый. Каждая Сторона получает по одному (1) двуязычному экземпляру. В случае разночтений между английским и русским текстами Договора преимущественную силу имеет текст на русском языке.

16. Signatures of the Parties:

16. Подписи Сторон:

Employer:

Работодатель:

[Name]
[Position]

[ФИО]
[Должность]

Employee:

Работник:

[Name of the Employee]

[ФИО Работника]

Copy of Agreement is received

Экземпляр Договора получен на руки

[Employee's Name]

[ФИО Работника]

Employee's Work Duties and Obligations (Job Description)

This Annex shall form an integral part of Employment Agreement, dated [●] and entered into by and between the Employer and [Name].

1. The Employee shall perform his/her work duties and obligations pursuant to this job description. Duties and obligations of the Employee shall include: [to include].
2. The Employee shall fulfill and act on oral and/or written assignments, tasks, instructions and orders of his/her Employer, other competent officials, and authorized representatives of the Employer, if necessitated by business requirements and, therefore, deemed to be production assignments.

Employer:

[Name]
[Position]

Employee:

[Name of the Employee]

Должностные обязанности Работника (Должностная инструкция)

Настоящее Приложение является неотъемлемой частью Трудового договора от [●], заключенного между Работодателем и [ФИО].

1. Работник выполняет должностные обязанности в соответствии с настоящей должностной инструкцией. Должностные обязанности Работника включают: [добавить].
2. Работник выполняет устные и/или письменные задания, поручения, указания и распоряжения Работодателя, иных компетентных должностных лиц и уполномоченных представителей Работодателя, вызванные служебной необходимостью и в силу этого являющиеся производственными заданиями.

Работодатель:

[ФИО]
[Должность]

Работник:

[ФИО Работника]



Annex 2

Salary, Incentive Payments and Other Compensations to the Employee

This Annex shall form an integral part of Employment Agreement, dated [●] and entered into by and between the Employer and [Name].

1. Base monthly salary:
 - 1.1 The Employee shall be paid a base gross monthly salary in the amount of RUB [●].
2. Incentive Payments:
 - 2.1 [The Employee may also be eligible to receive an annual bonus in the amount of up to [●]% of base salary, pro-rated the Date of Employment. The Employer reserves the right to vary the terms and amount of the bonus depending on the Employee's conduct and performance, the Employer's financial results and attainment of strategic corporate initiatives. The terms of the Bonus Plan are subject to review and modification by the Employer. The Employee must be actively employed on the date of issuance by the Employer of the order on payment of bonus.]
3. Benefits
 - 3.1 The Employer offers a variety of benefits to assist the employees and their families in accordance with the Employer's internal regulations and practice. A summary of these benefits is made available to the Employee on the Date of Employment. The Employer reserves the rights in its absolute discretion to vary or amend the terms of any benefit or existing internal regulations or to stop providing the benefit.

Employer:

[Name]
[Position]

Employee:

[Name of the Employee]

Приложение 2

Заработная плата, Поощрительные выплаты и Прочие компенсации Работнику

Настоящее Приложение является неотъемлемой частью Трудового договора от [●], заключенного между Работодателем и [ФИО].

1. Ежемесячная заработная плата:
 - 1.1 Ежемесячная заработная плата (оклад) Работника составляет [●] рублей до вычета налогов.
2. Поощрительные выплаты:
 - 2.1 [Работнику может также выплачиваться премия по итогам года в размере до [●]% годовой суммы заработной платы (оклада), рассчитанном пропорционально в зависимости от Даты приема на работу. Работодатель оставляет за собой право изменять условия выплаты и размер премии в зависимости от поведения и профессиональных достижений Работника, финансовых результатов Работодателя и реализации стратегических корпоративных инициатив. Условия Положения о бонусах подлежат пересмотру и изменению Работодателем. Работник должен быть связан трудовыми отношениями с Работодателем на дату принятия Работодателем приказа о выплате премии.]
3. Льготы
 - 3.1 Работодатель вправе предоставлять иные льготы работникам и их семьям в соответствии с внутренними положениями и практикой, принятыми у Работодателя. Перечень указанных льгот представляется Работнику в Дату приема на работу. Работодатель оставляет за собой право изменять условия предоставления указанных льгот и вносить изменения в действующие внутренние положения, а также прекращать предоставление льготы.

Работодатель:

[ФИО]
[Должность]

Работник:

[ФИО Работника]





Addendum #2

CONTRACTOR SERVICES
AGREEMENT No. [●]

ДОГОВОР
ОКАЗАНИЯ УСЛУГ № [●]

[City]

[Город]

This Contractor Services Agreement (the "Agreement") is made on this [●] (the "Execution Date"), by and between

Настоящий Договор оказания услуг ("Договор") заключен [●] ("Дата Подписания") между

[Name], a [form of the entity], main state registration number: [●], [registered with the Ministry of Justice under No. [●]], located at: [●], represented by [Name], [title], acting on the basis of [name of the document, e.g., Charter, PoA, etc.], (the "Customer"),

[Наименование], [организационно-правовая форма], ОГРН [●], [зарегистрированным при Министерстве юстиции за номером [●]], адрес: [●], в лице [Имя], [должность], действующего на основании [наименование документа, н-р, устав, доверенность и др.], ("Заказчик"),

and

и

[Full name], [an Individual Entrepreneur (Main State Registration Number of Individual Entrepreneurs [●]),] passport No. [passport number], issued on [issuance date] by [name of issuing authority, subdivision code], registered at: [address] (the "Contractor"),

[Ф.И.О.], [индивидуальным предпринимателем (основной государственный регистрационный номер индивидуального предпринимателя [●]),] паспорт № [номер паспорта], выдан [дата выдачи] [наименование органа выдачи, код подразделения], зарегистрированным по адресу: [адрес] ("Исполнитель"),

hereinafter jointly referred to as the "Parties" and separately as the "Party".

далее совместно именуемыми "Стороны", а по отдельности – "Сторона".

1. Subject Matter of Agreement

1. Предмет Договора

1.1 Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the following services: [●] and other services in accordance with written instructions of Customer, which may be agreed to by Contractor (collectively, the "Services"). As consideration for Contractor's Services [and Product (as defined below)], Customer shall pay the Remuneration Amount in accordance with this Agreement.

1.1 В соответствии с условиями и положениями настоящего Договора Исполнитель обязуется оказать следующие услуги: [●] и иные услуги в соответствии с письменными инструкциями Заказчика, которые могут быть согласованы с Исполнителем (совместно – "Услуги"). В качестве вознаграждения за Услуги Исполнителя [и Произведения (как определено ниже)] Заказчик обязуется оплатить Сумму Вознаграждения в соответствии с настоящим Договором.

1.2 [Customer shall own all rights, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, sui generis database rights and all other intellectual property rights of any sort throughout the world) to the intellectual property, developed by Contractor while rendering Services hereunder for the benefit of Customer, which includes without limitation any and all inventions (whether or not patentable), works of authorship, software, mask works, designations,

1.2 [Заказчику принадлежат все права, включая право собственности и вещное право (в том числе, патентные права, авторские права, права на коммерческую тайну, промышленные образцы, товарные знаки, уникальные базы данных, и все иные права на объекты интеллектуальной собственности любого рода во всем мире) на объекты интеллектуальной собственности, созданные Исполнителем в процессе оказания Услуги по настоящему Договору в пользу





designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by or for or on behalf of Contractor during the term of this Agreement that relate to the subject matter of or arise out of or in connection with the Services (the "Product") to be used in any way and form whatsoever, including those listed in Article 1270 of the Civil Code of the Russian Federation, and Contractor will promptly disclose and provide the Product to Customer. Contractor hereby irrevocably assigns and transfers all of its rights, title and interest in the Product to Customer (for the avoidance of doubt, all such rights, title and interest shall be assigned and transferred on an exclusive basis).]

Заказчика, которые включают, без ограничения, любые и все изобретения (как патентуемые, так и не патентуемые), авторские произведения, программное обеспечение, промышленные образцы, обозначения, промышленные модели, ноу-хау, идеи и информацию, созданные или придуманные или примененные на практике, полностью или частично, Исполнителем, для него или от его имени в течение срока действия настоящего Договора, которые касаются предмета Услуг или возникают из-за Услуг или в связи с Услугами ("Произведения"), для их использования любым способом и в любой форме, включая перечисленные в статье 1270 Гражданского кодекса Российской Федерации, и Исполнитель обязуется незамедлительно раскрыть и предоставить Произведения Заказчику. Исполнитель настоящим безотзывно уступает и передает Заказчику все свои права, включая права собственности и вещные права на Произведения (во избежание сомнения, все такие права, включая права собственности и вещные права, подлежат уступке и передаче на основе исключительности).]

1.3 [The rights set forth in Clause 1.2, shall be transferred by Contractor to Customer for the entire period of validity of the exclusive right and without territorial restrictions.]

1.3 [Указанные в пункте 1.2. права передаются Исполнителем Заказчику на весь срок действия исключительного права и без ограничения территории.]

1.4 [The entirety of any rights transferred hereunder shall be taken in their generality and without any reservations, limitations, exceptions, omissions whatsoever, and Contractor shall not reserve any rights to the Product, including the right to use the Product independently or grant any similar rights for the use thereof to any third parties.]

1.4 [Совокупность переданных в соответствии с настоящим Договором прав берется в самом общем смысле и без каких бы то ни было оговорок, ограничений, исключений, изъятий, и никакие права на Произведения не сохраняются за Исполнителем, в том числе, право использовать Произведения самостоятельно или предоставлять аналогичные права на их использование третьим лицам.]

1.5 [Customer may assign and transfer to any third parties any of its rights to the Product hereunder or otherwise dispose of any rights without the need to seek for a Contractor's prior consent and pay Contractor any remuneration in addition to the remuneration provided for hereunder.]

1.5 [Заказчик имеет право уступать, передавать третьим лицам принадлежащие ему в соответствии с настоящим Договором права на Произведения или иным образом распоряжаться правами без получения согласия Исполнителя и выплаты ему какого-либо дополнительного к предусмотренному настоящим Договором вознаграждения.]

1.6 Notwithstanding anything to the contrary contained herein, it is expressly agreed and

1.6 Несмотря ни на какие положения настоящего Договора,





understood that the relationship between Customer and Contractor established under this Agreement is an independent contractor relationship. This Agreement shall not constitute, and shall not be interpreted as, the establishment between Customer and Contractor of any other relationship other than independent contractor. Under no circumstances, based on this Agreement, Contractor shall be deemed an employee, agent, representative, or partner of Customer and Contractor shall not hold itself out as such. In any case, based on this Agreement, Contractor shall not bind Customer, by way of contract, promises or otherwise. The Contractor may, from time-to-time, act as a representative or agent of the Customer only on the basis of special powers of attorney.

1.7 The Services, depending on their scope, may be rendered by Contractor both on the territory of the Customer and outside, but in any case the Contractor during rendering of services shall not be bound by the internal labor regulations and other internal regulations adopted in the company of the Customer.

2. Rendering of Services

Contractor shall render the Services and provide the Product in a timely and professional manner, in accordance with this Agreement and Customer's instructions. Contractor shall render Services personally. If Customer preliminarily approves in writing, Contractor may engage a third-party to assist with providing Services hereunder. In such case, Contractor shall ensure that such person will be bound by the obligations applicable to Contractor hereunder and all contracts with such person will reflect provisions on assignment and transfer of all rights, title and interest to the Product to Customer similar to the ones set out for Contractor hereunder.

свидетельствующие об обратном, Стороны настоящим подтверждают, что настоящий Договор является договором о возмездном оказании услуг. Настоящий Договор не является и не может быть истолкован как установление между Заказчиком и Исполнителем отношений иных, нежели отношения по возмездному оказанию услуг. Ни при каких обстоятельствах Исполнитель не может считаться сотрудником, служащим, поверенным, агентом, представителем, комиссионером, или партнером Заказчика, и Исполнитель не будет выступать в таком качестве, на основании настоящего Договора. Ни при каких обстоятельствах Исполнитель не будет иметь права принимать каких-либо обязательств перед третьими лицами от имени Заказчика путем заключения сделок или иным образом на основании настоящего Договора. Исполнитель может выступать в качестве представителя Заказчика только на основании специально оформленной доверенности.

1.7 Услуги, помимо всего прочего, в зависимости от их содержания, могут оказываться Исполнителем, как на территории Заказчика, так и за ее пределами, но в любом случае Исполнитель в ходе оказания Услуг не подчиняется правилам внутреннего трудового распорядка, а также на него не распространяется действие иных локальных актов, утвержденных в организации Заказчика.

2. Оказание Услуг

Исполнитель обязуется оказывать Услуги и предоставлять Произведения своевременно и профессионально в соответствии с настоящим Договором и инструкциями Заказчика. Исполнитель оказывает Услуги лично. При наличии предварительного письменного одобрения от Заказчика Исполнитель может привлечь к оказанию Услуг по настоящему Договору третье лицо. В таком случае Исполнитель обязуется обеспечить, чтобы такое лицо было связано обязательствами, применимыми к Исполнителю по настоящему Договору, и чтобы все договоры с таким лицом отражали положения уступки и передачи Заказчику всех прав, включая права собственности и вещные права, на Произведения, аналогичные положениям, предусмотренным для Исполнителя по настоящему Договору.





<p>3. Customer's Obligation to Pay for the Services</p> <p>3.1 The price of the Services is [●] rubles per month (the "Remuneration Amount").</p> <p>3.2 [The Remuneration Amount shall include the Contractor's remuneration for the creation of the Product and transfer of the exclusive rights thereto to Customer.]</p> <p>3.3 Customer shall pay to Contractor for the Services rendered a Remuneration Amount, considering Clause 6.2 hereof.</p> <p>3.4 The Remuneration Amount shall be inclusive of any and all duties, charges and fees (collectively – "Taxes") collected at any and all levels (federal, local, municipal or otherwise).</p> <p>3.5 Customer's obligation to pay the Remuneration Amount shall not become due until Contractor has fully performed all of the Services, pursuant to this Agreement. The Customer shall inform the Contractor about any of its dissatisfaction with the Contractor's performance within five (5) business days from the day when the Customer becomes aware of improper performance by Contractor.</p>	<p>3. Обязанность Заказчика по Оплате Услуг</p> <p>3.1 Стоимость Услуг составляет [●] рублей в месяц ("Сумма Вознаграждения").</p> <p>3.2 [Сумма Вознаграждения включает вознаграждение Исполнителя за создание Произведений и передачу исключительных прав на них Заказчику.]</p> <p>3.3 Заказчик обязуется оплатить Сумму Вознаграждения за оказанные ему Исполнителем Услуги, с учетом пункта 6.2 настоящего Договора.</p> <p>3.4 Сумма Вознаграждения включает в себя все налоги, пошлины, сборы и иные выплаты (далее в совокупности — "Налоги"), удерживаемые и взимаемые государственными и иными органами всех уровней (федеральными, местными, муниципальными или другими).</p> <p>3.5 Заказчик несет обязанность по оплате Суммы Вознаграждения только в том случае, если Исполнитель полностью выполнил свои обязательства в соответствии с настоящим Договором. О наличии претензий у Заказчика Исполнитель должен быть уведомлен письменно в течение 5 (пяти) рабочих дней со дня возникновения таких претензий.</p>
<p>4. Obligations of Contractor</p> <p>In addition to any and all obligations assumed under this Agreement, Contractor shall:</p> <p>4.1 timely and properly report to Customer in connection with Contractor's performance of its obligations under this Agreement upon demand from Customer (in writing or orally, as requested by Customer), in addition to regularly (in any case, not later than fifth (5) day of each calendar month) submit written reports in connection with Contractor's performance of its obligations under this Agreement;</p> <p>4.2 keep and maintain in strict confidence, and not disclose without Customer's prior written consent to any person or entity directly or indirectly, any and all materials and/or information provided to Contractor by Customer or obtained by Contractor</p>	<p>4. Обязанности Исполнителя</p> <p>В дополнение к любым обязанностям, которые принимает на себя Исполнитель в соответствии с настоящим Договором, Исполнитель обязуется:</p> <p>4.1 своевременно и должным образом отчитываться перед Заказчиком по его требованию (в письменном виде или устно по усмотрению Заказчика) относительно выполнения Исполнителем своих обязанностей по настоящему Договору и регулярно (в любом случае, ежемесячно, не позднее 5 (пятого) числа каждого месяца) предоставлять письменные отчеты относительно выполнения Исполнителем своих обязанностей по настоящему Договору;</p> <p>4.2 соблюдать строжайшую конфиденциальность и не разглашать, прямо или косвенно, какому-либо физическому или юридическому лицу без предварительного письменного согласия Заказчика какую-либо</p>





	from any source in connection with performance of Contractor's obligations hereunder;		информацию и/или данные, предоставленные Исполнителю Заказчиком, или полученные Исполнителем из какого-либо источника в связи с выполнением Исполнителем своих обязанностей по настоящему Договору;
4.3	provide Customer with Services of highest quality in accordance with applicable legislation and professional standards and, in addition, with the highest degree of integrity, professionalism and honesty in keeping with the standards of Customer;	4.3	оказывать Заказчику Услуги высшего качества в соответствии с применимым законодательством и существующими профессиональными стандартами, и, кроме того, с наивысшей степенью отдачи, профессионализма и честности в той мере, в которой это отвечает стандартам Заказчика;
4.4	comply with any and all applicable laws and regulations under laws of the Russian Federation (federal, local, municipal or otherwise) or other applicable law;	4.4	соблюдать все применимые законы и подзаконные нормативные акты законодательства Российской Федерации (федерального, местного, муниципального или иного) или другого применимого законодательства;
4.5	sign any documents further supporting the transfer of exclusive rights to the Product to Customer, if required.	4.5	подписывать документы, дополнительно подтверждающие передачу исключительных прав на Произведения Заказчику, если возникнет необходимость в таком подтверждении.
5.	Customer's Obligation to Provide Information	5.	Обязанность Заказчика по Предоставлению Информации
	Customer shall supply Contractor with any and all information necessary (as determined by Customer in its sole and absolute discretion) for Contractor's ability to perform its obligations hereunder.		Заказчик обязуется предоставлять Исполнителю любую информацию, необходимую (по исключительному и абсолютному усмотрению Заказчика) для выполнения исполнителем своих обязанностей по настоящему Договору.
6.	Payments for Services	6.	Оплата Услуг
6.1	Subject to the terms and obligations of Contractor under this Agreement, not later than 10th day of each month the Customer shall pay for the Services rendered by Contractor for the previous month. All payments shall be made in rubles by wire transfer from Customer's bank account to the following Contractor's bank account: Account holder: [●] Account number: [●] Currency: RUB Bank: [●] BIC: [●] Correspondent account: [●], or any other bank account, of which the Contractor shall notify the Customer in	6.1	В соответствии с настоящим Договором не позднее 10-ого числа каждого месяца Заказчик обязуется производить оплату Услуг, предоставленных Исполнителем за предыдущий месяц. Все платежи осуществляются в рублях посредством перевода средств с банковского счета Заказчика на следующий банковский счет Исполнителя: Владелец счета: [●] Номер счета: [●] Валюта: рубль Банк: [●] БИК: [●] Корреспондентский счет: [●], или любой другой банковский счет, о котором Исполнитель должен уведомить





writing at least fifteen (15) business days prior to the date of the respective payment by the Customer.

Заказчика в письменной форме не менее чем за пятнадцать (15) рабочих дня до даты совершения Заказчиком соответствующего платежа.

The date of payment is the date of transferring the money from the settlement bank account of the Customer. Customer shall not be liable for any delays of payment caused by failure of any bank to timely proceed with money transfers.

Датой оплаты считается дата списания денежных средств с расчетного счета Заказчика. Заказчик не несет какой-либо ответственности за задержку платежа, вызванную несвоевременным осуществлением каким-либо банком перевода денежных средств.

6.2 [While making the payment of the Remuneration Amount to the Contractor, the Customer shall calculate, withhold from the Remuneration Amount and pay the Contractor's income tax, as well as payments to social funds in accordance with laws of the Russian Federation] ,

6.2 [При выплате Исполнителю Суммы Вознаграждения Заказчик исчисляет, удерживает из Суммы Вознаграждения и уплачивает налоги на доходы физических лиц, а также взносы в социальные фонды в соответствии с законодательством Российской Федерации],

OR

ИЛИ

[While making the payment of the Remuneration Amount to the Contractor, the Customer shall not be obliged to calculate and withhold the Contractor's income tax from the Remuneration Amount, as well as to make payments to social funds in accordance with laws of the Russian Federation. The Contractor hereby confirm that she will be fully liable for payment of the income tax and social fund payments under laws of the Russian Federation and will undertake all necessary actions (including, if necessary, registering with Russian state authorities) enabling her to make such payments.]

[При выплате Исполнителю Суммы Вознаграждения Заказчик не несет обязанности по исчислению и уплате налога на доходы физических лиц, а также взносов в социальные фонды в соответствии с законодательством Российской Федерации. Исполнитель настоящим подтверждает, что он будет полностью ответственным за уплату налога на доходы физических лиц и выплату взносов в социальные фонды в соответствии с законодательством Российской Федерации и предпримет все необходимые действия (включая, при необходимости, регистрацию в российских государственных органах) для того, чтобы осуществлять такие выплаты.]

7. Payments for Expenses

7. Оплата Издержек

All the expenses and costs of the Contractor that may be incurred in course of rendering the Services under this Agreement are included into the Remuneration Amount and shall not be additionally reimbursed by the Customer, unless the Parties agree otherwise in writing.

Все издержки и расходы Исполнителя, которые он может понести в связи с оказанием Услуг по настоящему Договору входят в Сумму Вознаграждения и возмещению Заказчиком не подлежат, если Стороны в письменной форме не договорятся об ином.

8. Term and Termination

8. Срок Действия и Прекращение Договора

This Agreement shall become effective as of the Execution Date until [•] (the "Term"), except for the monetary obligations of the Parties occurred during the Term, which remain effective until their fulfillment by the relevant Party.

Настоящий Договор вступает в силу с Даты Подписания и действует до [•] ("Срок Действия"), за исключением денежных обязательств Сторон, возникших в течение Срока Действия, которые остаются в силе до их полного выполнения соответствующей Стороной.





9.	General Provisions	9.	Общие Положения
9.1	This Agreement shall be governed by laws of the Russian Federation.	9.1	Настоящий Договор регулируется законодательством Российской Федерации.
9.2	All disputes which arise out of, or in connection with, this Agreement shall be discussed with the goal of settlement by means of amicable negotiations between the Parties. If the Parties are unable to settle such dispute within thirty (30) days after either Party has notified the other in writing of the dispute, such dispute shall be resolved in appropriate court in accordance with applicable legislation.	9.2	Все споры, возникающие из настоящего Договора или в связи с ним подлежат урегулированию путем переговоров между Сторонами. В случае если Стороны не урегулируют такой спор в течение тридцати (30) дней после уведомления одной из Сторон о таком споре в письменном виде, такой спор подлежит разрешению соответствующим судом в соответствии с применимым законодательством.
9.3	Contractor shall fully indemnify and hold Customer harmless from all and any costs, losses, judgments, liabilities and other expenses (including attorneys and other expert fees) incurred by Customer as a result of, or in connection with, and/or arising out of, Contractor's failure to perform and/or fulfill any of its obligations, representations and warranties contained in, or arising under, this Agreement.	9.3	Настоящим Исполнитель гарантирует Заказчику полное и безусловное возмещение всех и всяческих расходов, издержек (включая гонорары юристов и других консультантов), штрафов, пени, неустоек и иных выплат, которые Заказчик понесет в будущем в связи с любой юридической ответственностью, которая может быть возложена или будет возложена на Заказчика в связи с невыполнением (или ненадлежащим выполнением) Исполнителем своих обязательств, а также в связи с нарушениями принятых на себя гарантий и заявлений.
9.4	Any notice or other communication to be given under or in connection with this Agreement shall be in writing, signed by or on behalf of the Party giving it; and delivered by hand, email or courier using an internationally recognised courier company. If to Customer: Address: [●] Attention: [●] With a copy: [●] Email: [●] If to Contractor: Address: [●] Email: [●] All notices or other communications shall be effective as follows: (i) upon receipt if given by personal delivery, or by internationally recognised courier	9.4	Любое уведомление или иное сообщение, предоставляемое по настоящему Договору или в связи с ним, должно быть оформлено в письменной форме, подписано подающей его Стороной или от ее имени; и доставлено лично, по электронной почте или курьером международно-признанной курьерской службы. Для Заказчика: Адрес: [●] Вниманию: [●] С копией: [●] Адрес электронной почты: [●] Для Исполнителя: Адрес: [●] Адрес электронной почты: [●] Все уведомления или иные сообщения считаются действительными: (i) по получении в случае личного вручения или международно-признанной





	company; and (ii) upon transmission if sent by email.		курьерской службой; а также (ii) по завершении передачи в случае направления по электронной почте.
9.5	This Agreement embodies all the agreements between the Parties hereto respecting the subject matter of this Agreement, and all prior written or oral agreements or correspondence related to the Agreement cease to be in force as of the date of Execution Date. All subsequent changes and modifications shall become effective only upon a written agreement of the Parties.	9.5	Настоящий Договор представляет собой все договоренности между Сторонами по настоящему Договору по предмету настоящего Договора, и с Даты Подписания все предварительные письменные или устные соглашения или переписка Сторон относительно Договора утрачивают силу. Любые последующие изменения или исправления имеют силу только в случае их письменного согласования Сторонами.
9.6	The Customer is entitled to unilaterally refuse to perform Agreement by sending ten (10) business days written notice to the Contractor before the expected termination date, provided that the Customer pays expenses incurred by the Contractor and unpaid Remuneration Amount.	9.6	Заказчик вправе в одностороннем порядке отказаться от исполнения настоящего Договора, направив Исполнителю уведомление о его расторжении не позднее чем за 10 (десять) рабочих дней до даты предполагаемого расторжения, при условии оплаты Исполнителю понесенных расходов и неоплаченной части Суммы Вознаграждения.
9.7	The Contractor is entitled to unilaterally refuse to perform Agreement by sending ten (10) business days written notice to the Customer before the expected termination date, provided that the Contractor pays all damages incurred by the Customer.	9.7	Исполнитель вправе в одностороннем порядке отказаться от исполнения настоящего Договора, направив Заказчику уведомление о его расторжении не позднее чем за 10 (десять) рабочих дней до даты предполагаемого расторжения, при условии полного возмещения Заказчику убытков.
9.8	This Agreement is executed in two (2) bilingual copies, in English and Russian each. Each Party shall receive one (1) bilingual copy. In the event of a discrepancy between the texts of the Agreement in English and Russian, the text in Russian shall prevail.	9.8	Настоящий Договор подписан в двух (2) двуязычных экземплярах, на английском и русском языках каждый. Каждая Сторона получает по одному (1) двуязычному экземпляру. В случае разночтений между английским и русским текстами Договора преимущественную силу имеет текст на русском языке.
9.9	The rights and obligations of the Contractor may not be assigned by the Contractor to any third party without prior written approval of the Contractor.	9.9	Права и обязанности Исполнителя по настоящему Договору не могут быть переданы Исполнителем какому-либо третьему лицу без предварительного письменного согласия Заказчика.
10.	Signatures of the Parties	10.	Подписи Сторон
Customer		Заказчик	





[Name]
[Position]

Contractor

Full Name: [●]

[ФИО]
[Должность]

Исполнитель

Ф.И.О.: [●]





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