

R&D Outsourcing

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Attracting foreign labor

Today in Russia there is a tendency to attract foreign labor to various industries. When applying for a job as a foreign citizen, you have to solve issues that do not even arise when employed by citizens of the Russian Federation. Often, employers cannot afford to attract foreign personnel just because they do not know how to do the right thing. to register a person for work or do not have qualified personnel specialists on their staff. There are also justified fears of receiving a fine, unknowingly violating immigration laws. At the same time, the fines are rather big for each incorrectly executed foreigner, sometimes up to 1 million rubles. The rights and obligations of citizens of other states on the territory of the Russian Federation are regulated by the Federal Law of July 25, 2002 No. 115-FZ "On the Legal Status of Foreign Citizens in the Russian Federation." Clause 1 of Article 2 of Law No. 115-FZ establishes three statuses for foreigners and stateless persons: 1. Permanent residents. Such persons have a document called "Residence permit of a foreign citizen". 2. Temporary residents. They have a passport marked "Temporary residence permit". Another proof of this status can be a document called "Temporary residence permit" (as a rule, stateless persons have it) .3. Temporarily staying. The right to stay in the Russian Federation can be confirmed by a passport with an open visa or a migration card. In the latter case, we are talking about a foreigner who came from a country that does not have a visa regime with Russia. There are two ways to enter into labor relations with foreigners. 1. An employment contract implies submission to the internal disciplinary schedule established by the employer, and the performance of basic labor functions. The concept of "employment contract" and "parties to the employment contract" is defined in article 56 of the Labor Code of the Russian Federation. An employment contract with a foreign citizen is drawn up in Russian (clause 2 of article 1 of the Law of 01.06.2005 N 53-FZ) ... If desired, the contract can be supplemented by a translation into a foreign language of the migrant (Article 1 of the Labor Code of the Russian Federation). In addition to the information provided for by Article 57 of the Labor Code of the Russian Federation, an employment contract with a foreigner must contain information (Article 327.2 of the Labor Code of the Russian Federation): • on a work permit or a patent, as well as on the conditions for the provision of medical care - for foreigners who temporarily arrived in the Russian Federation; • information about a temporary residence permit or a residence permit - respectively for temporarily and permanently residing foreigners in the Russian Federation. Foreign citizens are suspended from work or an employment contract with them may be terminated in the event of the expiration of a work permit or patent, a VHI policy, a validity period of a temporary residence permit or a residence permit (Article 327.5, Article 327.6 of the Labor Code of the Russian Federation). - obliging to perform a certain amount of work without submission to the internal order, but within the agreed and established time frame. The main of these rules (Article 421 of the Civil Code of the Russian Federation) determines the availability of the conclusion of a contract on any conditions that suit its parties (unless otherwise for a certain type of contract is established by law). Such contractual relations can be concluded with: . Civil law contracts are divided into the following types: • for transactions with property (sale and purchase, exchange , donation, rent); • performance of work, provision of services. What are the features and differences of relations under the GPC agreement? First of all, a certain amount of work that needs to be done within the agreed time frame. The performance of work is allowed both on its own and with the help of the involvement of third parties. Also, for the performance of work, it is allowed to use both its own materials and equipment,

and the materials and equipment of the customer. The contractor performing work on GPC does not obey the operating mode of his employer, but is responsible for:

- for the quality of what he or the persons involved;
- compliance with the terms of the contract;
- safety of property and materials transferred to him by the customer.

What should be in the GPC? Due to the presence of many conditions requiring special clarifications, it is always drawn up in writing. It should reflect:

- the names and details of the contracting parties;
- the subject of the assignment entrusted to the contractor;
- the conditions for its implementation (volumes, quality, timing, ownership of the source materials and necessary equipment);
- cost of work, terms of payment for them;
- rights and obligations of the parties;
- procedure for acceptance of work performed;
- responsibility of the parties for violations of the terms of the agreement.

A sample of a civil legal contract can be downloaded on our website. In the case of a "brigade" format of the contract:

- in its preamble, all performers should be listed,
- each foreigner listed as a contractor must sign the agreement, and upon completion of the work - in the acceptance certificate.

Additional permits may be required regardless of which of the contracts will be finalized with the foreigner. Forms of GPC contracts for the performance of work or the provision of services concluded with foreign natural persons has not been standardized by the current legislation, therefore they do not have a unified sample. In the future, we will consider in more detail the topics of contractual relations on our website. Subscribe, stay tuned for information updates or contact our specialists for advice

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