Separation Procedure

《离职规程》

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1 Purpose 目的

The separation procedure aims to standardize the separation process of application, approval and work handover, in order to ensure timely communication, efficient separation process, and to strengthen separation management.

为规范公司员工的离职申请、审批、工作交接等流程特制定此程序，以确保离职沟通的及时性、提高离职员工办理离职的效率并加强公司对离职程序的管理。

2 Scope 适用范围

This procedure applies to all all regular employees, third-party dispatched employees, and consultants or service personnel of Mayoly affiliated companies within China.

本规程适用于迈优力在中国境内的所有关联公司的正式员工、第三方派遣员工以及咨询顾问或服务人员。

3 Responsibilities 责任

Actors 行动者	Responsibilities 责任
Separate Employees' Dept. 离职员工所属部门	Separated Employees: Submit the resignation notice on time and complete his/her work handover 离职员工：在规定时间内进行离职通知，并完成工作交接事宜。
	Direct Manager: Report the information of separated employee to HR Department on time and ensure the work handover completion 直接上级：及时将离职员工信息通知人力资源部，确认完成工作交接事宜
HR Department 人力资源部	The formulation, modification, explanation and intendance of separation procedure and relevant forms 负责该程序及相关表格的制定、修改及解释，并监督本规程的执行
IT 信息技术团队	Collect related properties from separated employees and ensure the handover completion 负责收回离职员工相关物品，并确认完成本部门内物品等交接事宜
Admin 行政团队	
Finance 财务部	Confirm that the separated employees' payments has been settled 负责确认离职员工结清所有相关财务款项

4 Definitions 定义

In this procedure, separation includes the termination of labor contracts (resignation, dismissal), termination of non-renewal of contracts, and termination of agreement etc. which leading to the departure of the employees concerned.

本规程所指离职包括劳动合同解除（辞职、辞退）、终止不续签、协议解除等导致相关员工离职等。

(1) Resignation: Employee applies to quit the job because of personal or company's reason during the labor contract period.

辞职：劳动合同期限内，员工因个人或公司原因主动申请不再进行工作的解除行为。

(2) Dismissal: During the labor contract period, company requires to terminate the labor

contract caused by the employee, which includes negligence-caused dismissal and non-negligence-caused dismissal. Negligence-caused dismissal: When employee violates the company's policies or regulations, laws and industrial procedure etc., company deprives the employee's right to work in the company without paying any compensation. Non-negligence-caused: It is no need to continue fulfilling the labor contract caused by the non-negligent reason of company or employee. Company shall terminate the labor contract by agreement and pay certain compensatory fees.

辞退:劳动合同期限内,因员工原因导致公司主动要求不再履行劳动合同的解除行为。辞退包括过失性辞退和非过失性辞退两种情形。过失性辞退指员工出现违反公司各项规章制度、法律法规、行业规程等情形,由公司单方剥夺劳动权利且不予支付任何补偿性费用的行为。非过失性辞退指公司或员工的非过失性原因导致劳动合同履行已无必要或意义,由公司协议解除劳动合同且支付一定补偿性费用的行为。

(3) Termination without Renewing: When the labor contract expires, company or employee decides not to renew the contract.

终止不续签:劳动合同期满,公司或员工决定不再延续劳动关系的终止行为。

(4) Termination by agreement: The labor contract is terminated when company and employee reach an agreement.

协议解除:因双方协商一致或约定的解除条件,致使公司与员工权利义务终结的行为。

5 Requirements 要求

Employees should submit separation application 30 days earlier or 3 days earlier if within probation period.

劳动者提前三十日以书面形式通知公司,可以解除劳动合同。劳动者在试用期内提前三日通知公司,可以解除劳动合同。

5.1 On the occurrence of any following events, employee could dissolve labor contract any time:

下列情形之一,员工可以随时通知公司,解除劳动合同:

5.1.1 Employer fails to provide the labor protection or working conditions specified in the employment contract;

未按照劳动合同约定提供劳动保护或者劳动条件的;

5.1.2 Employer fails to pay labor compensation in full and on time;

未及时足额支付劳动报酬的;

5.1.3 Employer fails to pay the social insurance premiums for the Employee in accordance with the law;

未依法为劳动者缴纳社会保险的;

5.1.4 Where the rules and regulations of employer violate the law or regulations to the detriment of the Employee's rights and interests;

用人单位的规章制度违反法律、法规的规定,损害劳动者权益的;

5.1.5 Employee who were obliged to work under the conditions of violence, menace or illegal freedom restriction;

公司以暴力、威胁或者非法限制人身自由的手段强迫劳动的;

5.1.6 Other conditions that are demonstrated in the law, regulations that permit employee to terminate the contract.

法律、行政法规规定劳动者可以解除劳动合同的其他情形。

5.2 On the occurrence of any of the following events, company could dissolve labor contract immediately and without economic compensation:
员工有下列情形之一的，公司可以立即解除劳动合同，并没有经济补偿金：
5.2.1 Employee who is testified that not fit for hiring qualification within probation;
在试用期间被证明不符合录用条件的；
5.2.2 Employee who violates labor discipline or company stipulation severely;
严重违反公司规章制度的；
5.2.3 Employee who is in breach of duty, practices jobbery or exposes business secret, which result in severe company loss;
严重失职，营私舞弊和泄漏用人单位营业秘密，对公司利益造成重大损害的；
5.2.4 Establishing an employment relationship with another Employer during the period of employment, which has a serious impact on the company's tasks or refusing to correct the situation upon the company's request;
在任职期间，与其他用人单位建立劳动关系，对公司的工作任务造成严重影响，或者经公司提出，拒不改正的；
5.2.5 Employee who has his criminal liability pursued in accordance with the law;
被依法追究刑事责任的；

5.3 On the occurrence of any following events, company could dissolve labor contract or terminate the contract but shall give 30 days prior notice or pay one more month salary:
有下列情形之一的，公司可以解除或终止劳动合同，但会提前三十日以书面形式通知员工本人或者额外支付员工一个月工资：
5.3.1 Employee who is in sick or injury not caused by working, through labor judge proved, is not able to resume his/her work at the expiration of the medical treatment leave period or unable to perform another job re-assigned by the company;
员工患病或者非因工负伤，医疗期满后，经所在区劳动鉴定委员会鉴定不能从事原工作也不能从事由公司另行安排的工作的；
5.3.2 Employee who is not fit for position, and after having been trained or transferred, still not competent;
员工不能胜任工作，经过培训或者调整工作岗位，仍不能胜任工作的；
5.3.3 Severe change of objective circumstance results in labor contract cannot be performed. Both parties cannot reach agreement in contract modification per discussion;
劳动合同订立时所依据的客观情况发生重大变化，致使原劳动合同无法履行，经当事人协商不能就变更劳动合同内容达成协议的；
5.3.4 Company decides not to renew labor contract, which is at term.
劳动合同到期，公司决定不再续签的。

5.4 On the occurrence of any following events, employee could dissolve labor contract but shall give 30 days prior notice:
有以下情形之一的，员工可以提前解除或终止劳动合同，但须提前三十日以书面形式

通知公司：

5.4.1 Employee would not renew labor contract at term;
员工合同到期不续签劳动合同的；

5.4.2 In term of labor contract, employee quit because of personal reason or other reasons of his/her own.
合同期内，员工因个人或其他自身原因离开公司等情形。

5.5 On the occurrence of any following events, company cannot terminate the labor contract, except the conditions that demonstrated in the law:
员工有下列情形之一的，公司不得随意解除劳动合同，但符合法定解除情形的除外：

5.5.1 Employee is engaged in operations exposing him to occupational disease hazards and has not undergone a pre-departure occupational health check-up, or is suspected of having contracted an occupational disease and is being diagnosed or under medical observation;
从事接触职业病危害作业的员工未进行离岗前职业健康检查，或者疑似职业病病人在诊断或者医学观察期间的；

5.5.2 Employee has been confirmed as having lost or partially lost his capacity to work due to an occupational disease contracted or a work-related injury sustained with the Employer;
患职业病或者因工负伤并被确认丧失或者部分丧失劳动能力的；

5.5.3 Employee has contracted an illness or sustained a non-work-related injury, and the set period of medical care therefore has not expired;
患病或者负伤，在规定的医疗期内的；

5.5.4 Female employee who is in pregnant term, maternity leave and lactation leave;
女职工在孕期、产期、哺乳期内的；

5.5.5 Employee has been working in the company for 15 years continuously and there will be less than 5 years before retirement;
在本单位连续工作满十五年，且距法定退休年龄不足五年的；

5.5.6 Other conditions which regulated by PRC labor law or administrative regulation.
法律、行政法规规定的其他情形。

5.6 Separated employee has to perform related procedure according to separation procedure and handover jobs before separation.
离职员工必须按照公司离职程序的规定履行相关手续并进行工作交接后，方可离职。

6 Process 过程

6.1 Procedure 离职程序:

6.1.1 Separation application/Notice 离职申请/通知

6.1.1.1 Voluntary resignation: a written application shall be submitted to the company at least 30 days prior to the desired date of resignation; or 3 days if within probation. Mutual agreement shall be allowed and followed, if any. Once breached, employee should pay compensate of equivalent notice to company.
个人提出离职：必须至少提前 30 日以书面形式向公司提出申请；试用期内需提前三日

提出离职。如双方另有其它约定，按照约定执行。如果离职通知期不满 30 日或双方约定的天数，员工需要支付公司相应天数的赔偿金。

6.1.1.2 Direct manager should send the completed “Separation Application Form” and scan it to HR Department within 3 working days after the departing employee applied to leave the company, and original “Separation Application Form” shall be mailed to the Human Resources Department within 5 working days before the departure.

离职员工直接上级应于离职员工提出离职后 3 个工作日内，将离职人员填写好的“员工离职申请单”以扫描的方式发送至人力资源部，并于离职员工离职前 5 个工作日内将“员工离职申请单”原件邮寄至人力资源部。

6.1.1.3 Responsibilities of Employee/Direct manager

A. Separation during probation: If the employee or the direct supervisor does not inform HR Dept. timely which result in delayed termination of the insurance payment, the company has the authority to take back or deduct the lost.

B. The direct manager is accountable to take back the lost from the separated employee or pay the lost directly if the lost is caused by the direct manager’s postponed informing to HR Dept. of the separation information.

员工/直接上级责任

A. 试用期内员工提出离职，或者由于离职员工个人原因未能及时进行离职申请/通知，造成保险未能及时停止缴纳的，公司有权追回、扣除公司多缴纳的保险费用；

B. 由于直接上级的延报，造成保险多缴纳及其他费用所带来的经济损失，由上级经理负责向员工追回该部分费用或由上级经理直接承担。

6.1. 2 Separation Handover 离职交接:

6.1.2.1 After all the financial payments are settled by separated employee, Finance department should sign in clearance list and send feedback to HR department.

财务部待离职人员结清所有财务款项后，财务部需在离职会签单上签字确认，并反馈给人力资源部。

6.1.2.2 All electronic account of separated employee will be disabled from last working day by IT and related department when they got information from HR department, including CRM, e-Mail, Novell and so on, except for some special conditions.

信息技术及相关部门在收到人力资源部有关离职员工信息后，将在员工离职日起停止离职员工的所有电子帐户，包括 CRM、电子邮件、系统帐户及密码等，特殊情况除外。

6.1.2.3 Clearance list includes需结清或归还的公司资产包括:

A. Settle all finance account and pay back fund of disbursement.

B. Return company property and customer information, results of work papers or relevant documents requested by company to his/her direct manager.

C. Cancel electronic account of computer, intranet and CRM.

D. Fixed assets loss: Separated employee has to compensate for lost fixed assets according to the net value of depreciation. Compensation will be deducted from salary. The specific process should follow the company fix asset procedure.

E. Separation training compensation: In the event that employee terminates unilaterally the labor contract, then the company shall claim indemnity from the employee for parts of the training and related costs (including training expense, expenses for transportation,

meals and boarding), according to the Training Agreement.

A. 结清所有经财务部确认的欠款等；

B. 归还公司财物，并将公司及客户信息、在职期间工作文件成果或公司要求的相关文件，按照公司要求的方式交由直接上级；

C. 取消计算机、内网、CRM 等系统账户；

D. 固定资产遗失：离职人员若将公司固定资产遗失，须按照资产计提折旧后的价值进行赔偿，赔偿金从当月工资中扣除。具体操作流程按照公司固定资产程序进行处理。

E. 培训离职赔偿：如果员工单方面提前解除劳动合同，公司有权按照培训协议要求该员工按比例赔偿培训及相关费用（包括培训费及由此产生的住宿、交通及餐饮费用）。

6.1.2.4 Separated employee needs to hand in company property, which marked in clearance list according to “Separation Clearance List”. Direct manager of separated employee have to ensure job handover, settle account, take back property before separation, and sign to confirm in clearance list.

离职员工需根据“离职会签单”注明所需归还的物品进行归还。离职员工直接上级必须确保员工在离职前完成工作交接、结清财务款项、归还所有公司物品等事宜，并在离职会签单最后核查处签字确认。

6.1.2.5 Direct manager of Separated employee should hand in original clearance list with joint signature to HR department prior the last working day, firstly scan to HR Dept if located in field. Finance department should confirm if the employee has cleared all debits. HR Dept. will confirm whether the work handover is completed.

离职员工直接上级需在最后工作日前将签字完整的离职会签单原件交到人力资源部(外地员工先将扫描件发送人力资源部)，以确保物品全部归还、交接工作完成，财务部负责确认离职员工的财务款项已结清。人力资源部最终确认离职员工交接工作是否完成。

6.1.2.6 Separation clearance list partially updated: HR department staff has the responsibility to update separation clearance list according to information from related department.

离职会签单物品清单部分更新：相关部门随时通知人力资源部新增发放的物品的清单，人力资源部更新离职会签单。

6.1.3 Issuance of separation certificate and transfer of personnel relations and insurance.

开具离职证明及人事关系和保险的转出:

HR shall issue a separation certificate upon receipt of completely signed Separation clearance list at the time of the labor contract. For HQ&IA&TJ office separated employee, HR department will draft the transfer certificate for file and insurance transfer certificates upon request.

人力资源部应在解除或终止劳动合同时，于收到签字完整的离职会签单后，将开具离职证明。对于北京、工厂及天津办员工，人力资源部将根据需求开出档案、保险转出证明。

6.2 Notes 特别事项:

6.2.1 The procedure is formulated in accordance with the law and regulations of the P.R.C. and Employee Handbook of Mayoly China. Any stipulation of this procedure, which is in contradiction with the current or future law & regulations of the Chinese Government, will be subject to relevant law and regulations, without affection of other provisions of this procedure.

本规程依据中华人民共和国法律法规和迈优力中国员工手册的规定而制定，任何与现行

或将来的法律相违背之处均以国家法律为依据，但不影响本规程其他条款的效力。

6.2.2 The procedure will be effective after the approval by management.
本规程审批签字后生效执行。

6.2.3 The Chinese version is the formal one and English version is translated for the reference of expatriates.
本规程的中文版本为正式版本，英文版本为中文版本的翻译，仅供外方人员参考。

6.2.4 Human Resources Department reserves the right of the final interpretation of the procedure.
人力资源部负责对本规程的最终解释。

7 Relative Documentation and Records 相关文件和记录

Separation Application Form 员工离职申请单
Separation Clearance List 离职会签单
Separation Application Form for the third party dispatched employee 派遣员工离岗申请单
Separation Clearance List for the third party dispatched employee 派遣员工离岗会签单