

**CONTRACT BETWEEN FOREIGN CULTURAL & EDUCATIONAL EXPERTS AND
ZHEJIANG A&F UNIVERSITY**
浙江农林大学外国文教专家聘用合同

I. Party A Zhejiang A&F University wishes to engage the service of Party B Mr. A (Passport No.) from as an . The two parties, in a spirit of friendly cooperation, agree to sign this contract and pledge to fulfill conscientiously all the obligations stipulated in it.

一、浙江农林大学聘请 籍 (外文姓名) A (护照号码:) (译名) 安 先生为 。双方本着友好合作精神, 自愿签订本合同并保证认真履行合同中约定的各项义务。

II. The period of service will be from the 1st day of September 2015, to the 10th day of July, 2016.

二、合同期自 2015 年 9 月 1 日起至 2016 年 7 月 10 日止。

III. The duties of Party B (see attached pages)

三、受聘方的工作任务 (另附页):

IV. Party B's monthly salary will be ¥ yuan RMB, 70 % of which can be converted into foreign currency monthly.

四、受聘方的月薪为人民币 元, 其中 70% 按月兑换外汇。

V. Party A's Obligations

五、聘方的义务:

1. Party A shall introduce to Party B the laws, decrees and relevant regulations enacted by the Chinese government, the Party A' work system and regulations concerning administration of foreign experts.

1、向受聘方介绍中国有关法律、法规和聘方有关工作制度以及有关外国专家的管理规定。

2. Party A shall conduct direction, supervision and evaluation of Party B's work.

2、对受聘方的工作进行指导、检查和评估。

3. Party A shall provide Party B with necessary working and living conditions.

3、向受聘方提供必要的工作和生活条件。

4. Party A shall provide co-workers.

4、配备合作共事人员。

5. Party A shall pay Party B's salary regularly by the month.

5、每月按时支付受聘方的报酬。

VI. Party B's obligations

六、受聘方的义务:

地址: 中华人民共和国浙江省杭州市临安浙江农林大学国际合作与交流处

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1. Party B shall observe the laws, decrees and relevant regulations enacted by the Chinese government and shall not interfere in China's internal affairs.
1、遵守中国的法律、法规，不干预中国的内部事务。
2. Party B shall observe Party A's work system and regulations concerning administration of foreign experts and shall accept Party A's arrangement, direction, supervision and evaluation in regard to his/her work. Without Party A's consent, Party B shall not render service elsewhere or hold concurrently any post unrelated to the work agreed on with Party A.
2、遵守聘方的工作制度和有关外国专家的管理规定，接受聘方的工作安排、业务指导、检查和评估。未经聘方同意，不得兼任与聘方无关的其他劳务。
3. Party B shall complete the tasks agreed on schedule and guarantee the quality of work.
3、按期完成工作任务，保证工作质量。
4. Party B shall respect China's religious policy, and shall not conduct religious activities incompatible with the status of an expert.
4、尊重中国的宗教政策。不从事与专家身份不符的活动。
5. Party B shall respect the Chinese people's moral standards and customs.
5、尊重中国人民的道德规范和风俗习惯。

VII. Revision, Cancellation and Termination of the Contract

七、合同的变更、解除和终止：

1. Both parties should abide by the contract and should refrain from revising, canceling, or terminating the contract without mutual consent.
1、双方应信守合同，未经双方一致同意，任何一方不得擅自更改、解除和终止合同
2. The contract can be revised, canceled, or terminated with mutual consent. Before both parties have reached an agreement, the contract should be strictly observed.
2、经当事人双方协商同意后，可以变更、解除和终止合同。在未达成一致意见前，仍应当严格履行合同。
3. Party A has the right to cancel the contract with a written notice to Party B under the following conditions;
3、聘方在下述条件下，有权以书面形式通知受聘方解除合同：
 - (1) Party B does not fulfill the contract or does not fulfill the contract obligations according to the terms stipulated, and has failed to amend after Party A has pointed it out.
(1) 受聘方不履行合同或者履行合同义务不符合约定条件，经聘方指出后，仍不改正的。
 - (2) According to the doctor's diagnosis, Party B cannot resume normal work after a continued 30 days sick leave.
(2) 根据医生诊断，受聘方在病假连续 30 天后不能恢复正常工作的。
4. Party B has the right to cancel the contract with a written notice to party A under the following conditions:
4、受聘方在下述情况下，有权以书面形式通知聘方解除合同：
 - (1) Party A has not provided Party B with necessary working and living conditions as stipulated in the contract.
(1) 聘方未按合同约定提供受聘方必要的工作和生活条件；

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(2) Party A has not paid Party B as scheduled.

(2) 聘方未按时支付受聘方报酬。

VIII. Breach Penalty

八、违约金：

When either of the two parties fails to fulfill the contract or fails to fulfill the contract obligations according to the terms stipulated, that is, breaks the contract, it must pay a breach penalty of US\$800 to 3,000 (or the equivalent in RMB).

当事人一方不履行合同或者履行合同义务不符合约定条件，即违反合同时，应当向另一方支付 800—3000 美元（或相当数额的人民币）的违约金。

If Party B asks to cancel the contract due to events beyond control, it should produce certifications by the department concerned, obtain Party A's consent, and pay its own return expenses; If Party B cancels the contract without valid reason, it should pay its own return expenses and pay breach penalty to Party A. If Party A asks to cancel the contract due to events beyond control, with the consent of Party B, it should pay Party B's return expenses; if Party A cancels the contract without valid reason, it should pay Party B's return expenses and pay a breach penalty to Party B.

受聘方因不可抗力事件要求解除合同，需出具有关机构证明，经聘方同意后，离华的费用自理；受聘方若无故解除合同，除离华费用自理外，还应当向聘方支付违约金。聘方因不可抗力事件要求解除合同，经受聘方同意后，离华费用由聘方负担；聘方若无故解除合同，除负担受聘方离华费用外，还应当向受聘方支付违约金。

IX. The appendix of this contract is an inseparable part of the contract and has equal effect.

九、本合同附件为合同不可分割的一部分，与合同具有同等效力。

X. This contract takes effect on the date signed by both parties and will automatically expire when the contract ends. If either of the two parties asks for a new contract, it should forward its request to another party 60 days prior to the expiration of the contract, and sign the new contract with mutual consent. Party B shall bear all expenses incurred when staying on after the contract expires.

十、本合同自双方签字之日起生效，合同期满即自行失效。当事人一方要求签订新合同，必须在本合同期满 60 天前向另一方提出，经双方协商同意后签订新合同。受聘方合同期满后，在华逗留期间的一切费用自理。

XI. Arbitration

十一、仲裁

The two parties shall consult with each other and mediate any disputes which may arise about the contract. If all attempts fail, the two parties can appeal to the organization of arbitration for foreign experts affairs in the State Administration of Foreign Experts Affairs and ask for a final arbitration.

当事人双方发生合同纠纷时，尽可能通过协商或者调解解决。若协商、调解无效，可向国家外国专家局设立的外国文教专家事务仲裁机构申请仲裁。

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THE APPENDIX OF
THE CONTRACT FOR FOREIGN
CULTURAL AND EDUCATIONAL EXPERTS, ZAFU
浙江农林大学外国文教专家聘用合同附件

I Work assignment(The business department shall list the work assignment that the employed party is supposed to undertake in details. There shall be requirements on quality of the work the employed party undertakes.)

一、工作任务（工作任务要详细列出，不能简单化，对受聘方的工作应有质量要求）

(English) 16 periods (50 minutes per period) each week, as well as corresponding preparations, students' homework reading and tutorship, test grading time. Any extra hours of teaching will be paid at the rate of RMB100 yuan per period. If Party B's working time within the academic year is less than 16 per week, or the contract termination date is later than the last day on the academic calendar, the employee will be assigned the other work like proofreading and error correction, , giving lectures for activities, etc. The employee shall agree to this.

(Chinese)课堂教学每周16节（每节50分钟），及相应的备课、学生作业阅读和辅导、考试批阅的时间；超过将每节支付人民币100元。如在学年内每周教学少于规定课时，或合同终止之日迟于学期结束之日，聘方将安排受聘方其他工作，如校对和改错，为活动做演讲等。受聘方要同意这些安排。

II The salary treatment

二、工资待遇

1. Direct payment

1、直接报酬（货币工资）

Monetary salary RMB _____ Yuan/month. The salary will be paid monthly with RMB from the 1st September, 2015 to the termination date of the contract. In case the time is shorter than a whole month, the payment shall be counted by day. The daily wage shall be 1/30 of the monthly salary. No more than 70% of the salary can be changed into foreign currencies monthly. The employed party shall pay the personal income tax in accord with the Personal Income Tax Law of The People's Republic of China.

每月人民币_____元。工资以人民币支付，工资自2015年9月1日起发至合同终止之日止。按月发给，不足整月的，按日计发。日工资为月工资的1/30。工资的70%以内可按月兑换外汇，受聘方应当按照《中华人民共和国个人所得税法》依法缴纳个人所得税。

2. Indirect payment

2、间接报酬

The employing party will guarantee the fundamental living conditions for the employed party in China:

聘方将保障受聘方在华生活的基本条件：

1) Providing lodging with furniture, bedding, telephone, television, refrigerator, toilet, kitchen, heating and cooling facilities. The university will pay 100 RMB per month for water and

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electricity, which will be deducted from the water and electricity bill directly. The university will pay another 100 RMB per month for telephone bill.

1) 提供附设家具、卧具、电话、电视机,电冰箱、卫生间、厨房、取暖和降温设备的住房。聘方每月支付 100 元人民币的水电费,将直接从水电费的账单上扣除。另外,聘方每月支付 100 元人民币的电话费,将直接从电话费账单上扣除。

2) Medical care. The employing party will buy medical insurance for foreign experts, besides, they can reimburse RMB 50.00 yuan per month from the university.

2) 医疗:聘方将为受聘方购买医疗保险,另外,受聘方每月可从聘方报销 50 元的医疗费用。

3) International air ticket. The university will pay for international economy class air ticket for the nearest distance between China and the country of the employed party, but the maximum allowance is RMB 8000 yuan for a round trip. The employed party must show the international ticket and the receipt to the university and offer the copy of them to the university within 2 weeks after his/her arrival, and the university will pay half of the ticket reimbursement to the employed party. The other half of the ticket reimbursement will be paid to the employed party before the extermination date of the contract. If the employee won't buy a ticket back to the home country during the contract period, the university will pay for 7000 yuan RMB as the remuneration.

3) 国际机票:聘方将支付中国和受聘方国家最近距离经济舱国际机票,往返机票报销的最高限额是 8000 元人民币。受聘方必须在其到达后 2 周内向聘方出示国际机票和收据,并提供复印件,聘方将支付其一半的费用,并在合同结束前支付另一半费用。如果受聘方在合同期内没有购买回国机票,聘方将支付 7000 元人民币作为报酬。

4) The travel allowance. The university will pay the employed party RMB 2200Yuan as travel allowance for a year contract. It will be paid twice a year: 1100 Yuan for the first half year and the other 1100 Yuan for the left half year.

4) 旅游津贴:如果双方签定的合同期为 1 年,聘方将支付受聘方旅游津贴 2200 元人民币。一年分两次支付:前半年付 1100 元,后半年再付 1100 元。

5) The employed party is entitled to have Chinese language classes for free.

5) 受聘方可以免费学习汉语言课程。

III Work Time, Rest and Holidays

三、工作时间和休息休假

1. The work time of the employed party shall be 8 hours every day, and 5 days every week.

1、受聘方每日工作时间为八小时,每周工作时间为五天。

2. If the host institution arranges overtime work for the party employed, it will pay the employed party a salary higher than that normal work time according to legal standard.

2、聘方安排受聘方延长工作时间,将依据法定标准支付高于正常工作时间的工资报酬。

3. The party employed is entitled to the following holidays and festivals in China:

3、受聘方享受中国下列节日休假:

New Year's Day, Spring Festival, Tomb-sweeping Day, May Day, Dragon Boat Day, National Day and other holidays stipulated by laws and regulations.

元旦、春节、清明节、国际劳动节、端午节、国庆节以及法律、法规规定的其他节假日。

4. The party employed is entitled to the following festivals and holidays corresponding to their

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nationalities and religions:

4、受聘方可按其国籍和信仰相应享受下列节日休假：

One day for Christmas, three days for Corban, one day for Lesser Bairam and one day for Water-splashing Festival.

圣诞节一天；宰牲节(古尔邦节)三天；开斋节一天、泼水节一天。

5. The party employed is entitled to the paid annual vacation. Employed party in educational institution for one academic year contract is entitled to a paid (winter or summer) vacation.

5、受聘方可享受带薪休假。受聘方在教育机构工作，合同期为一学年的，享受所在教育机构的一个假期(寒假或暑假)带薪休假。

6. As a rule the party employed is supposed to work in China not longer than 5 continuous years. The next employment in China should be two years after.

6、受聘方连续在华工作一般不得超过五年，再次应聘来华工作须在两年以后。

IV Sick leave and private affairs leave

四、病假和事假

1. Certificate from doctors for foreigners appointed by the host institution should be presented when the employed party asks for sick leave. If the sick leaves amount to less than 30 days within one contract term (one year or one academic year), the party employed shall be paid with 100% of the salary. In case the leaves exceed 30 days, the host institution has the right to terminate the contract, or, if the contract is not terminated, the 70% of the salary will be paid until the normal work is resumed.

1、受聘方请病假，须凭聘方指定的涉外医生证明，受聘方在一个合同期(一年或一学年)内，累计病假不满三十天，工资按照 100% 发给；超过三十天后，聘方有权解除聘用合同；若未解除合同，工资将按 70% 发给，直至恢复正常工作为止。

2. During the term of the contract, the medical care expenses of the employed party in the hospital foreigners appointed by the local government during business errands shall be paid by the host institution; the medical expenses incurred during private travels shall be covered by the employed party.

2. 在合同期内受聘方因公在中国境内出差，在当地政府指定的涉外医院就诊的医疗费用，由聘方支付；因私外出就诊的医疗费用自理。

During the term of the contract, medical expenses incurred in Taiwan province, Hong Kong SAR, Macao SAR and places outside China will be covered by the employed party.

在合同期内，受聘方在台湾、香港、澳门地区和中国境外就诊的医疗费用自理。

3. Private affairs leave of the employed party shall be approved by the host institution. The host institution will deduct the salary by day. In the contract term (one year or one academic year), the private affairs leaves should not exceed 10 days. The continuous private affairs leave shall be no more than 3 days, and two days' salary will be deducted for each day thereafter.

3、受聘方请事假须经聘方同意，聘方将按日扣发工资，在合同期(一年或一学年)内，事假累计不得超过十天，连续事假不得超过三天：超过一天，将扣发两天工资。

4. In case of absence from work without the host institution's permission during the contract term (one year or one academic year), 3 days' salary will be deducted for each day absent. For serious

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circumstances, the host institution has the right to terminate the contract and investigate the liability of the employed party for violation of the contract. If Party B has held the certification from the host department and he or she has finished all the corresponding work, he or she can submit the dismissal application to the international office. If Party A consents to Party B's application, Party B should go through the formalities of dismissal, and the salary will be paid to the date of dismissal.

4、在合同期内未经聘方同意而擅离职守的，旷职一天，扣发三天工资，情节严重的，聘方有权解除合同，并追究受聘方的违约责任。如已获得所在学院书面证明，确认其已提前完成相应工作任务，受聘方可向聘方递交离职申请，如聘方同意其提前离职，受聘方应办理离职手续，工资支付至离职之日止。

V The Probation period of the Contract

五、合同试用期

The probation period of the employed party shall be 30 days. In the probation period, if the host institution finds out that the employed party is unfit for the assignment specified in the contract for reasons of health or professional ability, it has the right to terminate the contract. The employed party will bear return expenses.

受聘方的试用期为 30 天，在试用期内，聘方如发现受聘方健康状况或专业水平等不能胜任本聘用合同规定的工作任务，有权解除合同。受聘方将承担返程费用。

VI Regulations for making up classes

六、补课规定

In order to finish teaching task of the academic year, the school teaching section generally arranges make-up classes for those courses missed by holidays stipulated by law. The party employed needs to abide by such arrangements.

为完成学年教学任务，学校教学部门一般会在一定时间安排补课，来弥补因法定假日所耽误的课程。受聘方要服从教学部门安排。

VII Safety regulations

七、安全规定

The employing party will have the responsibility to give the employed party appropriate guidance on safety concerns. The employed party should be aware of personal safety and supply the employing party with his/her travel plans, route and schedule for the vacation. The employed party will guarantee that he/she will inform the employing party at once if any safety incident should occur during the vacation.

聘方有对受聘方加强安全指导的义务。受聘方须在聘方的指导下做好自身的安全工作，并把假期的行程安排报告给聘方，对自己的安全负责。受聘方保证若在假期发生任何涉及安全的事件，第一时间通知学校。

VIII Confirmation and change of every term of the appendix of the standard contract must be stipulated in written form through negotiation between the two parties. Any oral agreement will be

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regarded as invalid.

八、聘用合同附件各项条款的确定和变更均须由当事人双方协商，并以书面形式做出约定，任何口头协议均视为无效。

IX Supplementary provision

九、补充条款

If Party B has no more working load in July, the salary will be paid till 30th June.

如受聘方在7月份无任何工作量，工资将发放至6月30日。

This appendix has equal validity of the standard contract and comprises an integral part of the contract.

本附件与标准聘用合同具有同等效力，是合同不可分割的一部分。

This Contract is signed at _____, in duplicate, this _____ day of _____, 20____, in the English and Chinese languages, both texts being equally authentic.

本合同于20__年__月__日在_____签订，一式两份，每份都用英文和中文写成，两种文本同等作准。

The signature of the host institution

聘方签字

The signature of the employed party

受聘方签字