

聘用合同

聘方（聘请单位）

单位名称：

法定代表人：

委托代理人：

地址：

电话：

传真：

受聘方（外国专家、外籍专业人员）

姓名：

性别：

出生日期：

国籍：

证件号码：

境外住址：

电话：

传真：

一、双方本着合法、公平、平等自愿、协商一致、诚实信

用的原则和友好合作的精神,自愿签订本合同并保证认真履行合同约定的各项义务。

二、合同期自 年 月 日起至 年 月 日止,其中第一个月为试用期。

三、受聘方的工作任务见附件。

四、受聘方的税前月薪为人民币 元,其中 % 可按月兑换外汇。其他有关待遇见附件。

五、聘方的义务:

(一)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。

(二)对受聘方的工作进行指导、检查和评估。

(三)向受聘方提供必要的工作和生活条件。

(四)配备合作共事人员。

(五)按时支付受聘方的报酬。

六、受聘方的义务:

(一)遵守中国的法律、法规,不干预中国的内部事务。

(二)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,不得兼职。

(三)按期完成工作任务,保证工作质量。

(四)尊重中国的宗教政策。不从事与身份不符的活动。

(五)尊重中国人民的道德规范和风俗习惯。

七、合同的变更、解除和终止:

双方应信守合同,未经双方一致同意,任何一方不得擅自变更、解除和终止合同。

(一) 合同的变更。经当事人双方协商同意后，可以变更。在未达成一致意见前，仍应当严格履行合同。

(二) 合同的解除。经当事人双方协商同意后，可以解除合同。在未达成一致意见前，仍应当严格履行合同。

1、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) 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) 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。

2、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) 聘方未按合同约定提供受聘方必要的工作和生活条件；

(2) 聘方未按时支付受聘方报酬。

3、当事人一方要求解除合同，应提前 30 天以书面形式向另一方提出，30 天以后方可解除合同。

4、双方协商一致，可以解除合同。

(三) 合同的终止。

1、合同期满该合同即告终止。

2、经当事人双方协商同意后，也可以终止该合同。在未达成一致意见前，仍应当严格履行合同。

八、违约金：

当事人一方不履行合同或者未完全履行合同所规定的义务，即为违反合同，应当向另一方支付 800—3000 美元或相当

于受聘方月工资 3 到 10 倍数额人民币的违约金。如双方认为有必要约定确切数额或更高或更低的违约金,应当在合同附件中写明。

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。经聘方同意解除合同后,受聘方离华的费用自理;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,经受聘方同意解除合同后,受聘方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。

九、本合同附件为合同不可分割的组成部分,与合同具有同等法律效力。

十、当事人一方要求续签合同的,应当在本合同期满 30 天前向另一方提出,经双方协商一致同意后签订新的合同。

受聘方合同期满后,在华逗留期间的一切费用自理。

十一、合同争议解决方式

当事人双方发生合同争议时,尽可能通过协商或者调解解决。若协商、调解无效,可向当地人事或劳动仲裁机构申请仲裁。对仲裁结果不服的,可向人民法院提起诉讼。

本合同于 年 月 日在 签署,一式两份,每份用中文和英文写成。

聘方:

受聘方:

附件:

CONTRACT OF EMPLOYMENT

Employer (Party A)

Name of the Employer:

Legal Representative:

Agent Ad Litem:

Address:

Tel:

Fax:

Employed Foreign Experts or Professionals (Party B)

Name:

Sex:

Date of Birth

Nationality:

ID Number:

Overseas Address:

Tel:

Fax:

1. Both parties, in line with the principles of legality, fairness, equality, mutual agreement, honesty and trustworthiness, on a

voluntary basis, and in a spirit of friendly cooperation, agree to sign this contract and pledge to fulfill all the obligations stipulated hereinafter.

II .The term of this contract shall be from _____ to _____, with the first month set as probation period.

III. Tasks assigned to Party B (see the appendix).

IV. Party B's Monthly Salary shall be RMB _____ (before tax), of which _____% can be converted into foreign currency on a monthly basis. Please see the appendix for terms and conditions on other remunerations and benefits concerned.

V. Party A's Obligations:

1. Party A shall inform Party B of relevant laws and regulations of the People's Republic of China as well as any institutions and administrative stipulations concerned with Party B's employment as herein provided.
2. Party A Shall conduct regular supervision, inspection and review of Party B's Working performance.
3. Party A shall provide Party B with necessary working and living conditions.
4. Party A shall deploy fellow staff for Party B for coordination affairs.
5. Party A shall Pay Party B's salary as scheduled.

VI. Party B's Obligations:

1. Party B shall observe relevant laws and regulations of the People's Republic of China and shall not interfere in China's internal affairs.

2. Party B shall observe any institutions and administrative stipulations concerned with its employment, and shall be subject to Party A's arrangements, supervision, inspection and review of his/her working performance. Without Party A's consent, Party B shall not conduct any part-time job assigned by any other party.

3. Party B shall fulfill the tasks assigned to him/her with high standards within the prescribed time frame.

4. Party B shall respect China's religious policies, and shall not conduct any religious activities incompatible with his/her status as a foreign expert.

5. Party B shall respect Chinese people's ethics and customs.

VII. Revision, Cancellation and Termination of the Contract:

Both Parties shall abide by the contract and shall refrain from revising, canceling, or terminating the contract without mutual consent.

1. Revision of the contract. This contract can be revised with mutual consent. Before both parties have reached an agreement, the contract shall be strictly observed.

2. Cancellation of the contract. This contract can be canceled with mutual consent. Before both parties have reached an agreement, the contract shall be strictly observed.

(1) Under the following conditions, Party A shall have the right to inform Party B in writing of the cancellation of this contract:

a. Party B fails to fulfill this contract of the obligations and agreed conditions as herein stipulated, and fails to amend his/her actions after Party A has pointed it out;

b. On the basis of the physician's diagnosis, Party B fails to resume normal work after a sick leave for a period of successive 30 days.

(2) Party B has the right to inform Party A in writing of Cancellation of this contract under the following conditions:

a. Party A fails to provide Party B with necessary working and living conditions as stipulated in this contract;

b. Party A fails to pay Party B as scheduled.

(3) In Case either party asks to terminate this contract, it shall give a 30 day notice to the other party in writing, and the contract shall only be terminated after 30 days.

(4) This contract can be terminated upon mutual agreement by both parties.

3. Termination of the contract

(1) This contract shall be terminated once it expires.

(2) This contract may be terminated with mutual consent of both parties, and it shall be strictly observed until both parties reach an agreement otherwise.

VIII. Breach Penalty

When either party fails to fulfill any part or all of the obligations as stipulated in this contract, that is, in the event of breach of the

contract, the said party shall pay a breach penalty of US\$800 to 3000 or equivalent to 3 to 10 times Party B's monthly salary in RMB. If both parties consider it necessary to determine an exact sum of the breach penalty, or to determine a breach penalty higher and lower than the above-mentioned amount, it shall be explicated in the appendix of this contract.

When Party B claims to cancel this contract due to force majeure, it shall produce certifying documents issued by competent authorities; after the contract is cancelled with Party A's consent, Party B shall bear the traveling expenses thus incurred; and when Party B fails to provide any valid reason to cancel this contract, it shall bear the traveling expenses thus incurred and pay the breach penalty to Party A as stipulated in this contract.

When Party A claims to cancel this contract due to force majeure, and the contract is thus cancelled with Party B consent, it shall bear Party B's traveling expenses thus incurred; and when Party A fails to provide any valid reason to cancel this contract, it shall bear the traveling expenses thus incurred to Party B and pay the breach penalty to Party B as stipulated in this contract.

IX. The appendix of this contract forms an indispensable part of this contract and shall have the same legal effect as the text of this contract.

X. When either party requires signing a renewed contract, it shall forward its request to the other party 30 days prior to the expiration of this contract, and both parties shall sign the new

contract through consultations and mutual consent.

Upon the expiration of the contract, Party B shall bear all the expenses incurred during this own stay in China.

XI. Settlement to Dispute

Any dispute in connection with this contract shall be first of all settled between both parties concerned through friendly consultation. In case no settlement can be reached through consultations or intermediation, both parties shall submit the said dispute for arbitration with local personnel authorities or the local labor arbitration system. In case either party refuses to accept the arbitration award, it may bring an action before the people's court. This contract is signed by both parties at _____ (location) on this _____ (date). This contract is in duplicate, each in both Chinese and English versions.

Party A:
(Signature)

Party B:
(Signature)

Appendix: