

Contract Number: 

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# CONTRACT OF EMPLOYMENT

Shandong University  
(Photocopy not Accepted)

# CONTRACT OF EMPLOYMENT

Employer (Party A)

Name of the Employer: Shandong University

Legal Representative: Li Shucai, President

Agent ad litem: Liu Jian, Director of Personnel Department

Address: 27 Shanda Nanlu, Jinan, 250100

Tel: 0531-88364303

Fax: 0531-88365388

Employed Foreign Experts or Professionals (Party B)

Name:

Gender:

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.

## **2. Contract Term**

2.1 The contract term is from \_\_\_\_\_ to \_\_\_\_\_.

2.2 The probationary period for Party B is \_\_\_\_\_ month(s), from \_\_\_\_\_ to \_\_\_\_\_.

2.3 Party A has the right to terminate the contract if Party B's health or professional knowledge does not meet Party A's requirements within the probationary period. If the contract is terminated in the probationary period, Party A will pay Party B the daily salary but not afford the traveling expenditure to China. If Party B is renewing a contract, he/she will be exempt from the probationary period.

## **3. Work Assignments and Benefits to Party B (refer to the appendix)**

4. Party B's monthly salary shall be RMB\_\_\_\_\_Yuan (before tax). Please refer to the appendix as for other remunerations and benefits concerned.

## **5. Party A's Obligations:**

5.1 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.

5.2 Party A shall conduct regular supervision, inspection and review of Party B's working performance.

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

5.4 Party A shall deploy at least one fellow staff as co-teacher for Party B for coordination work.

5.5 Party A shall pay Party B salary as scheduled.

## **6. Party B's Obligations:**

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

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

6.3 Party B shall observe the administrative stipulations and rules concerning his/her employment, and shall be subject to Party A's arrangements, supervision, 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.

6.4 Party B shall fulfill the tasks assigned to him/her with high standards within the prescribed timeframe.

6.5 Party B may not engage in the following missionary activities within Chinese territory:

6.5.1 Appointing religious clerical personnel among Chinese citizens;

6.5.2 Developing religious followers among Chinese citizens;

6.5.3 Preaching and expounding the scripture at the sites for religious activities without permission;

6.5.4 Preaching and expounding the scripture or conducting religious gathering activities at the places outside the lawfully registered sites for religious activities;

6.5.5 Producing or selling religious books and journals, religious audio-visual products, religious electronic goods or other religious articles;

6.5.6 Distributing religious promotion materials;

6.5.7 Other missionary activities.

## **7. Alteration, Cancellation and Termination of the Contract:**

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

**7.1 Alteration of the contract:** The contract and the appendix to this

contract can be changed with mutual consent. Before both parties have reached an agreement, the contract shall be strictly observed.

## **7.2 Cancellation of the contract:**

7.2.1 The contract can be cancelled upon mutual agreement by both parties.

7.2.2 Under the following conditions, Party A shall have the right to inform Party B in written form of the cancellation of this contract:

(1) Party B fails to fulfill this contract or the obligations as herein stipulated, and fails to amend his/her action after Party A has pointed it out.

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

(3) In case an improper relationship between educator and student occurs, Party A may ask to cancel this contract according to the severity of the circumstances.

7.2.3 Party B has the right to inform Party A of the cancellation of this contract in written form under the following conditions:

(1) Party A fails to provide Party B with necessary working and living conditions as stipulated in this contract:

(2) Party A fails to pay Party B as scheduled.

(3) Party B may ask to cancel this contract by giving a written notice to Party A 30 days in advance.

## **7.3 Termination of the contract:**

The contract is terminated automatically if any of the following occurs:

(1) When the contract expires, Party A and Party B have not renewed the contract upon its expiration;

(2) Party B reaches the statutory retirement age;

- (3) Party B dies or is declared dead or missing by the People's Court;
- (4) Any other circumstances occur, under which the contract must be terminated as required by law.

## **8. 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 default party shall pay a breach penalty, equivalent to 3 to 10 times Party B's monthly salary in RMB, depending on severity of the breach. If both parties consider it necessary to determine an exact sum of the breach penalty, or to determine a breach penalty higher or lower than the above mentioned amount, it shall be explicated in the appendix of this contract.

If Party B makes claim to cancel this contract due to force majeure, evidentiary materials issued by competent authorities shall be produced; and Party B shall bear the traveling expenses thus incurred. If Party B fails to provide valid reasons for cancelling this contract, it shall not only bear the traveling expenses thus incurred, but also pay the breach penalty to Party A as stipulated in this contract.

If Party A makes claim to cancel this contract due to force majeure, and the contract is thus cancelled with Party B's consent, it shall bear Party B's traveling expenses thus incurred; and in the occasion Party A fails to provide any valid reason for cancelling 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.

## **9. Extension of Contract**

9.1 Party A and Party B should consult on whether to extend this contract before its expiration. If Party A and Party B agree to extend the contract, a written agreement should be signed before it expires.

9.2 If Party B intends to extend the contract, he/she should submit an application for the extension to Party A at least 90 days before the contract expires. If both Parties agree, they can carry out the procedures to extend the contract.

9.3 In principle, the length of time of the renewed contract should be no less than that of this contract unless both Parties reach a consensus.

9.4 After the expiration of this contract, if Party A and Party B have not carried out the procedures to terminate the contract and have formed an actual employment relationship, Party A should conduct consultations with Party B in time to renew the contract. If the two Parties cannot reach an agreement on the terms and other articles of a new contract, both Parties can propose a termination of the virtual employment relationship by giving the other party a 30-day advance notice in writing. The Party that proposes the termination of this contract will bear legal liabilities in accordance with the law.

## **10. Confidentiality**

10.1 Party B is obliged to maintain confidentiality for Party A. Party B should obey the rules concerning confidentiality formulated by Party A and is subject to the supervision of Party A, including but not limited to the storage, delivery, use, disposal, etc. of secret-related documents.

10.2 All the documents and preparatory manuscripts marked with internal document, secret, confidential, most-secret, etc. available by Party B during work belong to secret-related documents. Party B shall neither disseminate the above mentioned documents nor disclose to a third party in any manner or allow the third party to use the documents. The methods of dissemination include but are not limited to copying, sending e-mail, taking to public places, even talking about the confidential files in public, etc.

10.3 If Party B disobeys the confidentiality obligations, he/she shall not only compensate the loss of Party A, but also bear the relevant legal liability in accordance with relevant laws and regulations.

10.4 The confidentiality period for Party B is not limited to the term of this contract, but starts from the date when Party B became aware of the secret-related documents, to the date when the secret-related documents were decrypted or entered into the public information domain.

## **11. Handover and Return of the Property**

11.1 Upon termination or cancellation of this contract, Party B should carry out the procedures to hand over his/her work to the designated authority. If damage is incurred upon Party A due to Party B's not properly handing over his/her work, refusing to hand over his/her work or only partially handing over his/her work, Party B should bear the liability to pay compensation.

11.2 Party B should return all documents and other articles that he/she is using but legally belong to Party A before the time designated by Party A.

11.3 After Party B carries out the procedures of Handover and Return, Party A should pay relevant fees in accordance with the law or the terms of this contract and issue a dismissal certificate to Party B.

## **12. Dispute Settlement**

The two Parties shall firstly settle any dispute which may arise within this contract through negotiations. If all attempts fail, one of the Parties can appeal to the committee responsible for arbitration of personnel disputes.

## **13. Laws Application**

13.1 The laws of China are applicable to all the procedures and relevant stipulations concerned with the enforcement, consultation, or dispute settlement of this contract and its appendixes.

13.2 If the terms or content of this contract and its appendixes are in



conflict with China's laws and regulations, China's laws and regulations shall prevail.

**14.** The appendixes of this contract form an indispensable part of this contract and shall have the same legal effect as the text of this contract.

**15.** This contract shall take effect upon being signed by both parties and shall be automatically terminated upon expiration. Upon the expiry of this contract, Party B shall bear all the expenses incurred during his/her own stay in China.

#### **16. Text of the Contract**

This contract is in triplicate, each in both Chinese and English versions.

#### **17. Appendixes**

17.1 Work assignments and benefits

(separately signed by Party B and the representative of his/her served entity of Party A)

17.2 Other business: \_\_\_\_\_

#### **18. Interpretation of Contract**

The department of Party A responsible for the management of foreign staff affairs has the final right to interpret the contents and terms of this contract and its appendixes.

(Content of this Contract ends here)

Party A:

Party B:

Date:

Date:

合同号：

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# 聘 用 合 同

山 东 大 学

(复印无效)

# 聘 用 合 同

## 聘方（聘请单位）

单位名称：山东大学

法定代表人：李术才，校长

委托代理人：刘 健，人事部部长

地址：济南山大南路 27 号，250100

电话：0531-88364303

传真：0531-88365388

## 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：

1. 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。

## 2. 合同期限

2.1 本合同期限自      年      月      日起，至      年      月      日止。

2.2 本合同规定受聘方的试用期为      个月，自      年      月      日至      年      月      日止。

2.3 在试用期内，聘方如发现受聘方健康状况或专业水平不能胜任本聘用合同规定的工作任务，有权解除合同。聘方支付受聘方试用期内的工资，来华旅费由受聘方自理。此条款不适用于受聘方续签聘用合同。

3. 受聘方的工作任务及待遇见附件。

4. 受聘方的税前月薪为人民币      元。其他有关待遇见附件。

## 5. 聘方的义务：

5.1 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。

5.2 对受聘方的工作进行指导、检查和评估。

5.3 向受聘方提供必要的工作和生活条件。

5.4 配备合作共事人员作为合作老师。

5.5 按时支付受聘方的报酬。

## 6. 受聘方的义务：

6.1 遵守中国的法律、法规，不干预中国的内部事务。

6.2 尊重中国人民的道德规范和风俗习惯。

6.3 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。

6.4 按期完成工作任务，保证工作质量。

6.5 不得在中国境内进行下列传教活动：

6.5.1 在中国公民中委任宗教教职人员；

6.5.2 在中国公民中发展宗教教徒；

6.5.3 擅自在宗教活动场所讲经、讲道；

6.5.4 未经批准在依法登记的宗教活动场所以外的处所讲经、讲道，进行宗教聚会活动；

6.5.5 制作或销售宗教书刊、宗教音像制品、宗教电子出版物等宗教用品；

6.5.6 散发宗教宣传品；

6.5.7 其他形式的传教活动。

7. 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。

7.1 合同的变更。合同及其附件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。

7.2 合同的解除。

7.2.1 双方协商一致，可以解除合同。

7.2.2 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，受聘方在病假连续超过 30 天后仍不能恢复正常工作的。

（3）教师与学生发生任何不正当关系，学校视情节严

重程度可以给予解除合同处理。

7.2.3 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) 受聘方提前 30 日书面通知聘方，可以解除合同。

7.3 合同的终止。

符合下列情形之一的，聘用合同即自行终止：

(1) 聘用合同约定的期限届满，双方没有续签聘用合同的。

(2) 受聘方达到法定退休年龄的。

(3) 受聘方死亡或者被人民法院依法宣告死亡或者宣告失踪的。

(4) 法律、法规规定的聘用合同终止的其他情形。

8. 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，视违约轻重应当向另一方支付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。

## 9. 聘用合同的续订

9.1 本合同期限届满前，聘方、受聘方应当就本合同是否续订进行协商。双方同意续订本合同的，应当在本合同期限届满前签订书面协议。

9.2 本合同期限届满前 90 日，如受聘方有意续订合同，可向聘方提出续订本合同的申请，双方同意续订后办理合同续订手续。

9.3 新合同续订期限原则上不少于本合同期限，双方另有约定除外。

9.4 本合同期限届满后，因双方未办理终止或者续订手续而形成事实聘用关系的，聘方应当及时与受聘方协商续订聘用合同。双方对于期限及聘用合同其他条件不能协商一致的，双方均可提前 30 天向对方提出解除事实聘用关系，提出解除的一方应当依法承担法律责任。

## 10. 保密

10.1 受聘方对聘方负有保密义务。受聘方须遵守聘方有关保密的规章制度，服从聘方的保密管理，包括但不限于涉密文件的保存、传递、使用、销毁等。

10.2 受聘方因工作接触到的凡注有内部资料、秘密、机密、绝密等字样的文件以及预发稿等均属于涉密文件，受聘方不得违反规定自行传播，也不得以任何方式向任何第三方泄露或允许任何第三方使用，传播的方式包括但不限于复

制、发送电子邮件、携带密件、密品到公共场所、在公共场所谈论涉密文件的内容等。

10.3 受聘方违反保密义务，除赔偿聘方因此造成的损失外，应按照相关法律法规承担相应的法律责任。

10.4 受聘方保密义务的期限不受本合同期限的限制，自受聘方知悉涉密文件时开始，至涉密文件脱密时或者涉密文件已进入公共信息领域时终止。

## 11. 离职交接和财产返还

11.1 本合同终止或者解除时，受聘方必须按照聘方要求办理离职交接手续。如因为受聘方交接不当、拒绝交接、交接不完整而造成聘方损失的，受聘方应当承担赔偿责任。

11.2 受聘方应在聘方指定的日期前返还其使用或占有的合法属于聘方的一切文件和其他物品。

11.3 在受聘方办理完毕离职交接手续之后，聘方应当支付依据法律规定或依据本合同约定承担的有关费用，并出具离职证明。

## 12. 聘用争议处理

聘方和受聘方在本合同履行过程中若发生争议，首先由争议双方协商解决。协商不能解决的，由争议一方向人事争议仲裁委员会申请仲裁。

## 13. 法律适用

13.1 与本合同及附件有关的履行、协商、争议解决之程序和实体法律均适用中国法律。

13.2 本合同及附件条款及内容如与国家法律、法规相抵触时，以国家法律、法规为准。



14. 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。

15. 本合同自双方签字之日起生效，合同期满即自行失效。受聘方合同期满后，在华逗留期间的一切费用自理。

16. 合同文本

本合同一式三份，每份用中文和英文写成。

17. 本合同的附件

17.1 工作任务和待遇（由聘方用人单位负责人和受聘方另行签署）。

17.2 其他附件：\_\_\_\_\_

18. 本合同的解释

本合同及附件的内容及条款由聘方外籍人员管理部门解释。

（以下无正文）

聘方：

受聘方：

时间： 年 月 日

时间： 年 月 日