

## Contract Appendix (2016-2017)

### Part I

#### I. The Duties of Party A and Relevant Obligations

1. Personnel Department shall in charge of the coordination of relationships between Party B, the academic school/institute in which Party B works and related offices and departments and carry out the supervision and instruction over Party B in accordance with the contract and all the regulations concerned
2. International Office shall assist Party B to obtain his/her Work Permit and Invitation Letter of Duly Authorized Unit before he/she comes to China and to arrange a Foreign Expert Certificate as well as a Resident Permit for Foreigners within 30 days after Party B enters China.
3. The Academic school/institute of Party A shall designate a co-teacher and dedicated staff that will provide help for teaching and living in Jinan and assist with Party B’s work. The Academic school/institute shall carry out daily administration over Party B and provide free pick-up service for Party B on his/her first arrival in Jinan.

#### II. The Duties of Party B and Relevant Obligations

**School/Institution:** \_\_\_\_\_ **Department** \_\_\_\_\_

**Dean:** \_\_\_\_\_ Telephone number \_\_\_\_\_ E-mail \_\_\_\_\_

**Co-Teacher:** \_\_\_\_\_ Telephone number \_\_\_\_\_ E-mail \_\_\_\_\_

1. Work Assignments:

**Teaching assignments:**

- a. Course \_\_\_\_\_ Code \_\_\_\_\_  
Hours/W \_\_\_\_\_ Campus \_\_\_\_\_ Semester \_\_\_\_\_
- b. Course \_\_\_\_\_ Code \_\_\_\_\_  
Hours/W \_\_\_\_\_ Campus \_\_\_\_\_ Semester \_\_\_\_\_
- c. Course \_\_\_\_\_ Code \_\_\_\_\_  
Hours/W \_\_\_\_\_ Campus \_\_\_\_\_ Semester \_\_\_\_\_
- d. Course \_\_\_\_\_ Code \_\_\_\_\_  
Hours/W \_\_\_\_\_ Campus \_\_\_\_\_ Semester \_\_\_\_\_
- e. Course \_\_\_\_\_ Code \_\_\_\_\_  
Hours/W \_\_\_\_\_ Campus \_\_\_\_\_ Semester \_\_\_\_\_

**Research assignments:** (the name and number of the research project, Party B’s role in the project and expected research outcomes)

\_\_\_\_\_  
\_\_\_\_\_

**Other assignment(s):**

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2. Party B’s workload is \_\_\_\_\_ hours per week. The workload of Party B can be calculated by in-class hours and other assignments (e.g. giving additional frontier lectures, office hours, compiling textbooks, revising thesis, etc.).
3. Party B should all along remain qualified for the post and perform relevant responsibilities and obligations in a highly efficient manner.
4. Party B should complete the work assigned by Party A on time, in full and to a satisfactory level of quality, and perform Party B’s obligations in the Contract by submitting work outcomes or in a manner agreed upon by both Parties.
5. Party B shall follow the teaching schedule provided by Party A. Party B shall accept the directions and suggestions of Party A for better teaching outcomes. Party B shall observe Party A’s teaching regulations and attend department meetings and other academic activities organized by the academic school/ institute.
6. Party B is required to give one open lecture each semester on the culture, tradition, festivals of his/her country, campus life or other topics students are interested in. The lecture shall be arranged by Party A.
7. Any requests for teaching, lecturing, translating, taping, advertising, language contest judging or other services that are out of his/her regular workload MUST be approved by Party A. Any commercial activities including setting up a business are forbidden.
8. Free time (i.e. after class or during holidays) is at Party B’s disposal. If Party B plans to travel outside of Jinan, a written notice including emergency contact information and a travel itinerary needs to be presented to Party B’s co-teacher and the academic school/institute at least one day in advance before his/her departure.

**III. Working Hours and Holiday(s)**

1. Party A adopts a working and holiday system that matches the nature of Party A and conforms to national and local employment regulations.
2. Party B shall work eight hours a day, five days a week.
3. In line with the needs of Party A, overtime work for Party B can be arranged in accordance with law.
4. Party B cannot work overtime without the approval of Party A. When applying for overtime, Party B must follow the procedures as provided in relevant rules of Party A. The school should pay the overtime work wages according to the hours.

5. Party B shall enjoy the following Chinese holiday(s): New Year’s Day, Spring Festival, Qingming Festival, Dragon Boat Festival, International Labor Day, China National Day, Mid-Autumn Festival and other holiday(s) enacted by the Chinese government.

6. Party B can enjoy the following holiday(s) and festivals corresponding to his/her nationality and religion: two days for Christmas, three days for Corban, one day for Lesser Barium and one day for Water-splashing Festival. Party B shall notify his/her co-teacher at least two weeks in advance prior to the start of his/her intended vacation.

**IV. Sick Leave and Private Leave**

1. If Party B asks for sick leave, the medical certificate issued by his/her doctor(s) from the designated hospital(s) by Party A should be presented to the Academic school/institute. If the sick leave is not more than 30 days within one contract term (one year or one academic year), Party B will continue to receive 100% of his/her monthly salary. If the sick leave exceeds 30 days, Party A will pay Party B 70% of his/her monthly salary or terminate the contract if Party B is unable to resumes his/her normal work in expected future.

2. Party B must solicit Party A’s (the academic school/institute) consent if he/she wants to take a private leave. His/her salary will be deducted on a day-by-day basis as long as he/she obtains written consent from Party A. During one contract term (one year or one academic year), Party B’s accumulated private leave should not exceed 10 working days and continuous private leave should not exceed 3 days. If Party B’s continuous private leave exceeds 3 days, the salary deduction for each day will be twice as much as the normal daily salary reduction. If Party B leaves without Party A’s consent, the deducted salary for leaving is three times the normal daily salary deduction. If the situation is more serious, Party A has the right to terminate the contract and take action against Party B for his/her breach of contract.

**V. Resignation Procedures**

1. Party B should notify the academic school/institute his/her departure schedule at least EIGHT weeks in advance.

2. Party B should submit student transcripts to the academic school/institute at the designated time.

3. Party B should cancel his/her Foreign Expert Certificate, library card and other effective documents at the designated time.

**VI. If the term of the contract is over 6 months, Party B must get the Z type visa issued by P.R.China government before coming to China.**

**Part II Party B’s Salary and Benefits**

**I .Salary and other allowances**

1. Party A shall pay Party B's salary from \_\_\_\_\_ to \_\_\_\_\_, of which \_\_\_% should be paid by the academic school/institute, that is RMB\_\_\_\_\_. Personnel Department shall pay RMB\_\_\_\_\_ before the 10<sup>th</sup> of the corresponding month. If the date coincides with a legal holiday, the payday is moved up to the preceding workday. The salary includes travel allowance, rent subsidy and expense of flight tickets etc.
2. The salary will be calculated from the day the contract term starts to the day the contract term ends. Party A shall pay Party B's salary monthly. If Party B does not work for a whole month, salary will be paid daily at a rate of 1/30 of the monthly salary (the same rule is applied for February).
3. Winter vacation is the paid vacation if it is included in the term of the contract. If the contract is renewed to include the summer vacation, Party A shall not provide Party B with a salary during the summer vacation.
4. Extra teaching hours should be compensated with extra payment based on the agreement among Party A, Party B and the academic School. It will be paid by the academic School deposited directly into Party B's bank account.
5. It is Party B's obligation to report and pay personal income tax in accordance with relevant national regulations. Unless Party A and Party B agree otherwise, all the salary and other income that Party B receives under this Contract are taxable.
6. Medical insurance:
  - (1) Party B is strongly recommended to purchase his own insurance which can cover the costs related to dread disease, hospitalization and accident injury in China within his contract term. If Party B assumes the position without proper insurance, he will be covered by *Comprehensive Medical Insurance for Foreigner and Countryman from Hong Kong and Macao*, which includes coverage for costs related to dread disease, hospitalization, accident injury and out-patient/emergency insurance. Party A shall bear the cost of the insurance (annual premium is 1680 Yuan) while Party B shall bear medical expenditures that are below the minimum amount or exceeds the maximum amount, and other expenditures not covered by the insurance. Party B shall pay the medical expenses before the settlement of insurance claim.
  - (2) Spouse and children who travel with Party B shall come to China with their own medical insurance. Party B shall pay for their insurance and hospitalization and outpatient care during the contract term in China. The insurance premium for Party B's spouse and children is not the responsibility of Party A.
  - (3) If Party B is not eligible to purchase the *Comprehensive Medical Insurance for Foreigner and Countryman from Hong Kong and Macao* when he/she comes China, he/she is required to show proof of purchase of his/her medical insurance before Party A shall begin to process the Work Permit and Visa documents.

(4) If Party B is dispatched by an organization or there are other agreements between Party A and Party B, medical insurance shall follow the relevant agreements.

This Contract Appendix may be modified when both Parties reach a consensus through consultation and the modification should be recorded in writing and signed by both parties. Any oral agreement will NOT be considered as a valid part of the Contract.

This Contract Appendix has equal validity of the standard Contract of Employment and comprises an integral part of the Contract.

This Contract Appendix has been written in both Chinese and English, and both versions are considered as originals and of the same effect when signed by both parties.

**School Dean:**  
(Seal)

**Date:**

**Party B:**

**Date:**